

Selectmen Meeting
Warren Senior Center, 2252 Main St, West Warren, MA 01092
January 15th, 2026, 4:00pm

This meeting was in person.

In attendance: Richard Eichacker (RE), Chair; Derick Veliz (DV), Vice-Chair; David Dufresne (DD), Clerk; James Ferrera (JF), Town Administrator; Griffin Harrington, Administrative Assistant

Absent:

Chair to open the meeting.

Pledge of Allegiance.

A special moment of silence for the recent passing of Stanley J. Soltys longtime resident and community volunteer.

1. **Acknowledgement of the resignation of Police Officer Patric Gillespie effective 2/1/2026.** The Board acknowledged the resignation and congratulated Patric on retirement.
2. **Discussion with a possible vote to appoint Mr. Ian N. Curtiss as a full-time Police Officer and review a request from the Police Chief to start said appointment at a Step 5 (\$31.00) on the patrolmen's wage scale. (Anticipated Vote)** DD made a motion to appoint Mr. Ian N. Curtiss as a full-time Police Officer at a Step 5 (\$31.00) on the patrolmen's wage scale for a one-year term, 2nd DV, AIF; motion carried.
3. **Discussion with a possible vote to appoint Tammy M. Martin to the position of Town Accountant and to ratify said employment agreement. (Anticipated Vote)** DD made a motion to appoint Tammy M. Martin to the position of Town Accountant for a three-year term and to ratify said employment agreement, 2nd DV, AIF; motion carried.
4. **Discussion with a possible vote to enter into a contract with Tecton Architects for the purpose of conducting a building assessment at 968 Main Street (former Cornerstone Bank Building). (Anticipated Vote) **TABLED****
5. **Discussion with a possible vote to enter into a contract with H2M Architects & Engineers for the purpose of maximizing the use of the basketball court adjacent to Fire Station "A". (Anticipated Vote) **TABLED****
6. **First Review: Notice of Sale/Conversion of Use (First Right of Refusal) Pursuant to M.G.L c. 61 §8: 1212 Southbridge Road, Warren, MA Owner: Stormfield Capital Funding I, LLC.** DD made a motion to not exercise the Town's first right of refusal, 2nd DV, AIF; motion carried.

Selectmen Meeting
Warren Senior Center, 2252 Main St, West Warren, MA 01092
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7. **Review with a possible vote to sign a memorandum of understanding between the Town of Rutland and The Central Massachusetts Regional Emergency Communication Center. (Anticipated Vote)** DD made a motion to sign a memorandum of understanding between the Town of Rutland and The Central Massachusetts Regional Emergency Communication Center, 2nd DV, AIF; motion carried.

8. **Anticipated vote to authorize the payment of warrants and bills.**

Warrants DD made a motion to approve the following warrants, 2nd DV, AIF; motion carried.

Payroll 14-26	\$ 129,365.24
Accounts Payable 26-26	\$ 205,521.11

Bills DD made a motion to approve the following bills, 2nd DV, AIF; motion carried.

VENDOR NAME	TOTAL
Lowe's	\$ 8.06
Sherwin Williams	\$ 1,419.44
Amazon	\$ 22.44
WB Mason	\$ 176.78
Warren Water District	\$ 203.77
Comcast Business	\$ 279.89
Stericycle	\$ 140.07
Weston & Sampson Engineers Inc	\$ 12,000.00
360 Building and Remodeling	\$ 11,183.00
C2 MA Adams	\$ 666.10
Warren West Brookfield Youth Football	\$ 500.00
Warren West Brookfield Youth Cheer	\$ 500.00

9. **Review with an anticipated vote on the meeting minutes from 1/8/2026.** DD made a motion to approve the minutes from 1/8/2026, 2nd DV, AIF; motion carried.

10. **Town Administrator Report.** JF provided the Board with a weekly update.

11. **New Business.** None

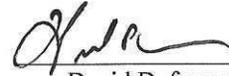
12. **Old Business.** DV suggests a height sign for the bridge in the center of Town.

13. **Correspondence: Bridge Report from MassDOT, Email from National Grid, Letter from West Brookfield, TA.**

Selectmen Meeting
Warren Senior Center, 2252 Main St, West Warren, MA 01092
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14. **Comments & Concerns.** DV mentions that when dropping off “sharps” they must be in an approved container when brought to the Board of Health office or Fire Department. Joe Kondrat gave a brief history on the Knox Trail.
15. **Next Meeting: January 29, 2026, 6:00pm**
16. **Anticipated motion to adjourn the meeting.** DD made a motion to adjourn, 2nd DV, AIF; meeting adjourned 5:40 pm.

Respectfully Submitted by
Griffin Harrington, Administrative Assistant



David Dufresne, Clerk

Board of Selectmen

NOTICE OF MEETING TOWN OF WARREN MASSACHUSETTS

Will be held (location) Warren Senior Center, 2252 Main Street, West Warren, MA

On (day, date, time) Thursday, January 15th, 2026, 4:00PM

Signature of Board, Committee, etc. _____

TOWN CLERK'S OFFICE USE ONLY

Date/time Received:

Date/time Posted:

Signature of Town Clerk/Assistant Town Clerk _____

THIS MEETING WILL BE CONDUCTED IN PERSON

JAN 12 '26 PM3:30
TOWN CLERK

JAN 12 '26 PM3:30
TOWN CLERK

AGENDA

Chair to open meeting

Pledge of Allegiance

A special moment of silence for the recent passing of Stanley J. Soltys longtime resident and community volunteer.

1. Acknowledgement of the resignation of Police Officer Patric Gillespie effective 2/1/2026.
2. Discussion with a possible vote to appoint Mr. Ian N. Curtiss as a full-time Police Officer and review a request from the Police Chief to start said appointment at a Step 5 (\$31.00) on the patrolmen's wage scale. (Anticipated Vote)
3. Discussion with a possible vote to appoint Tammy M. Martin to the position of Town Accountant and to ratify said employment agreement. (Anticipated Vote)
4. Discussion with a possible vote to enter into a contract with Tecton Architects for the purpose of conducting a building assessment at 968 Main Street (former Cornerstone Bank Building). (Anticipated Vote)
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6. First Review: Notice of Sale/Conversion of Use (First Right of Refusal) Pursuant to M.G.L c. 61 §8: 1212 Southbridge Road, Warren, MA Owner: Stormfield Capital Funding I, LLC.
7. Review with a possible vote to sign a memorandum of understanding between the Town of Rutland and The Central Massachusetts Regional Emergency Communication Center. (Anticipated Vote)
8. Anticipated vote to authorize the payment of warrants and bills.
9. Review with an anticipated vote on the meeting minutes from 1/8/2026.
10. Town Administrator Report.
11. New Business.
12. Old Business.
13. Correspondence: Bridge Report from MassDOT, Email from National Grid, Letter from West Brookfield, TA.
14. Comments & Concerns.
15. Next Meeting: January 29, 2026, 6:00pm
16. Anticipated motion to adjourn the meeting.

COPY

1 MILTON O. FOUNTAIN WAY, P.O. BOX 606 WARREN, MA 01083



POLICE DEPARTMENT
Town of Warren, Massachusetts



KYLE WHITCOMB
POLICE LIEUTENANT

GERALD MILLETTE
CHIEF OF POLICE

January 8, 2026

Chief Gerald Millette Warren Police Department 1 Milton O. Fountain Way Warren, MA 01083

Subject: Resignation

Dear Chief Millette,

Please accept this letter as formal notification that I am resigning from my position as a full-time Police Officer with the Warren Police Department, effective February 1, 2026.

Serving the Town of Warren over the last two years has been a privilege. I am sincerely grateful for the opportunities I have had to grow professionally and for the support I have received from you, the Town, and the rest of the department. It has been an honor to wear this badge and work alongside the dedicated men and women of this department and the Town to keep our community safe.

While my personal situation currently requires me to step away from full-time service, I remain deeply committed to Chief Millette, the department and the town. To that end, I would like to express my strong desire to transition to a part-time or reserve capacity. I believe this would allow me to continue assisting the department and serving the citizens of Warren in a manner that is more consistent with my current personal obligations.

I want to ensure a smooth transition during this period. Please let me know the necessary steps to formalize a move to part-time status, as well as any administrative tasks I need to complete regarding my full-time departure.

Thank you again for the opportunity to be a part of the Warren Police Department. I look forward to the possibility of continuing our professional relationship in a new capacity.

Sincerely,

Officer Patric Gillespie Sr.

PHONE: 413-436-9595 | FAX: 413-436-7674 | DISPATCH: 508-886-4033



TOWN OF WARREN, MASSACHUSETTS
P O L I C E D E P A R T M E N T

1 MILTON O. FOUNTAIN WAY, P.O. BOX 606, WARREN, MASSACHUSETTS 01083
TELEPHONE: 413-436-9595 FAX: 413-436-7674

GERALD N. MILLETTE
CHIEF OF POLICE

Date: January 9, 2026
To: Ian N. Curtiss
From: Chief Gerald Millette
Re: Full Time Offer and appointment

Dear Mr. Curtiss,

This letter confirms our offer for the open Full Time Police Officer position and is contingent on passing a medical physical and psychological test. According to the Union wage classification your salary level offered is Step 5 \$31.00.

Your appointment date in front of the Board of Selectmen is scheduled for January 15th 2026 at 4:00pm. Your one-year probationary period will start at the time of your first shift.

New public employees must complete Ethics training within 30 days of beginning public service. This information will be provided to you and can be completed online.

If you should have any questions, please contact the Personnel Office at (413) 436-5701. Please sign below, acknowledging your acceptance of this position in accordance with the above.

Sincerely,

Chief Gerald N. Millette
Warren Police Department

Ian N. Curtiss

Ian N. Curtiss

Professional Experience

Police Sergeant

Springfield College, 163 Alden St., Springfield MA 01119

June 2024 - Present

Shift supervisor of up to 6 employees on a given shift. Coordinator of the field training program. Firearms instructor, CPR/First Responder instructor, ALERRT civilian instructor, academy liaison. Body-worn camera administrator. Coordinator of the Citizen's Police Academy.

Patrolman

Town of Palmer, 4419 Main St., Palmer MA 01069

January 2023 - May 2024

Full-time patrolman with specialty function as an investigator in the Criminal Investigations Division. Mothers Against Drunk Driving Outstanding OUI Enforcement Award recipient for the 2023 calendar year.

Police Officer

Town of Hinsdale, 39 South St., Hinsdale, MA 01235

July 2021 - December 2022

Full-time patrolman. Additional responsibilities of Animal Control Officer and TRIAD officer. Experience writing & managing grants for the department.

Police Officer

Town of Tolland, 206 W. Granville Rd., Tolland, MA 01034

June 2019 - December 2022

Part-time patrol officer. Maintained the dash-mounted camera system, helped update policies & procedures, and revamped the field training program.

University Police Officer

Western New England University, 1215 Wilbraham Rd., Springfield, MA 01119

October 2019 - September 2020

Full-time SSPO responsible for law enforcement and emergency response. Served as a field training officer. Frequently involved in community policing initiatives.

Education & Academy Training

Bachelor's Degree, Public Safety Administration (In Progress)

Charter Oak State College (New Britain, CT)

- 118 credits

Associate's Degree, Criminal Justice

Asnuntuck Community College (Enfield, CT)

- 3.8 Grade Point Average, High Honors Graduate
- Phi Theta Kappa National Honor Society member

MPTC Reserve/Intermittent Police Academy (09/2018)

MPTC Bridge Academy - Full-Time Certified (07/2022)

Specialized Training

Advanced Roadside Impairment Detection & Enforcement (ARIDE)

Crisis Intervention Team (CIT)

Child Passenger Safety Technician

MPI Street-Level Narcotics Investigation

MPI Vehicle Drug Hide Identification

MPI Law Enforcement Grant Writing

Premier LE Solutions: Roadside Drug Investigations

Premier LE Solutions: Beyond 3 Buys and a Bust

Matt Episcopo's Interviewing Techniques: Excellence in the Pursuit of the Truth

MPTC Detecting Armed Individuals

ALERRT Active Attack Integrated Response

Instructor Certifications & Leadership Training

MPTC Field Training Officer

MPTC Handgun & Rifle Instructor

MPTC First Responder Instructor & AHA Healthcare Provider CPR/AED Instructor

ALERRT Civilian Response to Active Shooter Events Instructor

FBI-LEEDA Trilogy (Supervisor, Command, Executive Institutes)

MPTC Front-Line Leadership

MPTC Tactical Communication & Leadership

January 12, 2026

EXHIBIT A

Jim Ferrera
Town Manager
Town of Warren
48 High Street
Warren, MA 01083

Re: Fee Proposal – Study of reuse of the former Cornerstone Bank Building as a Police Station for the Town of Warren

Dear Mr. Ferrera,

Thank you for providing Tecton Architects with the opportunity to continue to assist the Town of Warren in developing a solution for their Police Station needs.

This Proposal addresses additional scope and fee to study the reuse of the former Cornerstone Bank building located at 968 Main Street in Warren. Section A defines the scope of work anticipated for the study; and Section B identifies the fee associated with various components of the scope.

A. ADJUSTMENTS TO SCOPE

The Citizens in the Town of Warren clearly articulated the desire to address the needs of the Police Department, but with a more cost-effective solution than was presented with the Public Safety Facility proposal. Options that were discussed included the potential renovation/addition to the former Cornerstone Bank Building located at 968 Main Street. The study will evaluate the capacity of the building to support the programmatic needs of the Police Department and identify any required compromises. It will also determine any required building upgrades necessary to support Police Operations and provide compliance with the Essential Services Facility standard, and to address accessibility requirements.

The following proposed services will be provided:

Field Work and Base Plan document input – Tecton will visit the Bank building to document existing conditions and to collect information necessary to develop floor plans and building elevations for developing base documents to use in the conceptual design effort. Our team will note any observed conditions that may require additional investigation for work that may proceed beyond the conceptual level.

Conceptual Design – Using the previously prepared program developed during the Public Safety Facility study, Tecton will develop conceptual floor plans, site plan and building elevations to illustrate the best fit for re-purposing the existing facility. If required, Tecton will identify any additions necessary to meet the programmatic need. These concept designs will be reviewed with the Owner and revised as required for any received feedback.

Structural and MEP Engineering Narratives – Our structural and Mechanical/Electrical/Plumbing engineering consultants will also review the building during the field work exercise and will prepare

narratives for use by our estimator identifying required system upgrades to meet the needs of a Police Facility.

Presentation Graphics – Our team will prepare presentation graphics as necessary to communicate the design ideas and document any noted development challenges for use in presenting the findings of this study to the Community.

Cost estimating – Our third-party Cost Estimating consultant will prepare a conceptual estimate based on our documents for the potential construction cost related to converting the building into a police facility. Our team will then build on the construction cost estimate to provide a total project cost estimate for the work including all hard and soft costs associated with the project.

Meetings and Presentations – Our team will participate in up to six (6) meetings and/or presentation to share the findings of this study and to assist the Twon in determining if this is the appropriate solution to satisfy their Police Facility needs.

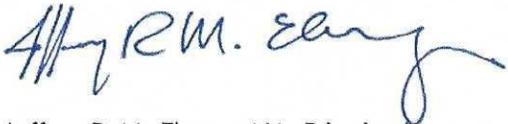
B. FEE PROPOSAL:

The associated fees for the proposed additional services are as follows:

Field Work and Base Plan document input:	\$3,520
Conceptual Design:	\$13,800
Structural and MEP Engineering Narratives:	\$13,000
Presentation Graphics:	\$3,360
Cost estimating:	\$10,000
Meetings and Presentations:	\$11,040
<hr/> Total additional service fee:	<hr/> \$54,720

You should find this proposal competitive and consistent with the high-quality of work that Tecton imparts to all our projects. If any of the conditions need further clarification or adjustment, please feel free to call. We trust that the information provided will be sufficient for you to address your study considerations.

Very truly yours,



Jeffery R. McElravy, AIA, Principal



AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of January in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Warren, MA
48 High Street
P.O. Box 609
Warren, MA, 01083

and the Architect:
(Name, legal status, address and other information)

Tecton Architects, pc
34 Sequassen Street, Suite 201
Hartford, CT

for the following Project:
(Name, location and detailed description)

Study of the reuse of the former Cornerstone Bank Building as a Police Station for the
Town of Warren
968 Main Street
Warren, MA, 01083

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(1633185074)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

As outlined in Exhibit A, Fee Proposal from Tecton Architects pc dated January 12, 2026.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a conceptual design, which shall be set forth in drawings and other documents appropriate for the Project.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall work with the Architect to establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall not be entitled to rely on the accuracy and completeness of the Owner's information. If, in the opinion of the Architect, the provided information is incomplete or inaccurate, the Architect may request the Town's approval to verify such information through the use of consultants or additional exploration as an additional service to the work. The Owner shall furnish consulting services not provided by the Architect, but as required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of this agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole, or in part, without the written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Fifty-Four Thousand Seven Hundred and Twenty dollars (\$54,720)

The Owner shall reimburse the Architect for previously authorized expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 INSURANCE

The Architect 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 Owner as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$500,000 per occurrence
Or Combined Single Limit	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$500,000 per occurrence
Or Combined Single Limit	\$1,000,000 per occurrence

Worker's Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum coverage	\$1,000,000 per occurrence
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All policies shall identify the Owner as additional Insured (except Worker's Compensation) and shall provide that the Owner 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 Owner upon the execution of this agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is 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.

ARTICLE 8 SCOPE OF THE AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

This Agreement is comprised of the following documents identified below:

AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

Exhibits:
Exhibit A Fee Proposal from Tecton Architects, pc dated January 12, 2026

This Agreement entered into as of the day and year first written above.

TOWN OF Warren by its Board of Selectmen:

ARCHITECT (Signature)

Richard J. Eihacker, Chair

Jeffery R. McElravy, Principal

Derick R. Velz, Vice Chair

David P. Dufresne, Clerk

Approved as to Availability of Funds:

Jaclyn Bonner, Town Accountant

\$54,720

Contract sum

Approved as to Form:

Town Council

Date

(Table deleted)(Paragraphs deleted)

Init.

/

Additions and Deletions Report for AIA® Document B105® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:09:01 on 01/12/2026.

PAGE 1

AGREEMENT made as of the Fifteenth day of January in the year 2026

...

Town of Warren, MA
48 High Street
P.O. Box 609
Warren, MA, 01083

...

Tecton Architects, pc
34 Sequassen Street, Suite 201
Hartford, CT

...

Study of the reuse of the former Cornerstone Bank Building as a Police Station for the Town of Warren
968 Main Street
Warren, MA, 01083

PAGE 2

As outlined in Exhibit A, Fee Proposal from Tecton Architects pc dated January 12, 2026.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a conceptual design, which shall be set forth in drawings and other documents appropriate for the Project. ~~Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.~~

~~During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™ 2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105 2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.~~

...

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall work with the Architect to establish a budget that includes reasonable contingencies and meets the

Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall not be entitled to rely on the accuracy and completeness of the Owner's information. If, in the opinion of the Architect, the provided information is incomplete or inaccurate, the Architect may request the Town's approval to verify such information through the use of consultants or additional exploration as an additional service to the work. The Owner shall furnish consulting services not provided by the Architect, but as required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

...

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the ~~construction of the Project~~, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

...

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of ~~Substantial Completion~~this agreement.

...

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a ~~whole without whole, or in part, without the written consent of the other.~~

PAGE 3

Fifty-Four Thousand Seven Hundred and Twenty dollars (\$54,720)

The Owner shall ~~pay the Architect an initial payment of (\$) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.~~

~~The Owner shall reimburse the Architect for~~ reimburse the Architect for previously authorized expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. ~~Amounts unpaid () days after the invoice date shall bear interest from the date payment is due at the rate of percent (%) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.~~

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the

extension of the Architect's Article I services beyond (~~twelve (12)~~) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 INSURANCE

The Architect 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 Owner as set forth below:

General Liability

<u>Bodily Injury Liability</u>	<u>\$1,000,000 per occurrence</u>
<u>Property Damage Liability</u>	<u>\$500,000 per occurrence</u>
<u>Or Combined Single Limit</u>	<u>\$1,000,000 per occurrence</u>

Automobile Liability

<u>Bodily Injury Liability</u>	<u>\$1,000,000 per occurrence</u>
<u>Property Damage Liability</u>	<u>\$500,000 per occurrence</u>
<u>Or Combined Single Limit</u>	<u>\$1,000,000 per occurrence</u>

Worker's Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum coverage \$1,000,000 per occurrence

All policies shall identify the Owner as additional Insured (except Worker's Compensation) and shall provide that the Owner 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 Owner upon the execution of this agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is 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.

ARTICLE 8 SCOPE OF THE AGREEMENT

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

This Agreement is comprised of the following documents identified below:

AIA Document B101TM-2017, Standard Form Agreement Between Owner and Architect

Exhibits:

Exhibit A Fee Proposal from Tecton Architects, pc dated January 12, 2026

This Agreement entered into as of the day and year first written above.

TOWN OF Warren *by its Board of Selectmen:*

ARCHITECT *(Signature)*

Richard J. Eihacker, Chair

Jeffery R. McElravy, Principal

Derick R. Velz, Vice Chair

David P. Dufresne, Clerk

Approved as to Availability of Funds:

Jaclyn Bonner, Town Accountant

\$54,720

Contract sum

Approved as to Form:

Town Council

Date

ARTICLE 7 — OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

(Printed name, title, and license number, if required)

Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:09:01 on 01/12/2026 under Order No. 20250103224 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B105™ – 2017, Standard Short Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



architects + engineers

433 River Street, Ste 8002
Troy, NY 12180 | tel 518.765.5105

January 15, 2026

Warren MA Fire Station

Conceptual Scope and Fee

Fire Station Renovation / Addition

Notes: One design, maximize use of basketball courts. Does not include HazMat assessment.

Field Work				
Resources	Hours/p	Total hours	Rate	Subtotal
2	8	16	\$150	\$2,400

Base document input				
Resources	Hours/p	Total hours	Rate	Subtotal
1	16	16	\$140	\$2,240

Design				
Resources	Hours/p	Total hours	Rate	Subtotal
1	60	60	\$230	\$13,800

Design Input/Graphics				
Resources	Hours/p	Total hours	Rate	Subtotal
12	24	24	\$140	\$3,360

Meetings/Presentation/Preparation					
Resources	Hours/mtg	Meetings	Total hours	Rate	Subtotal
1	8	6	48	\$230	\$11,040

Consultant Input	
Resources	Subtotal
Structural	\$0
MEP	\$5,000
Civil	\$0
Estimating	\$10,000
Subtotal	\$15,000

Total Projected Fee	\$47,840
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H2M Architects & Engineers, Inc.

 **AIA**® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fifteenth day of January in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Town of Warren, MA
48 High Street
P.O. Box 609
Warren, MA, 01083

and the Architect:
(Name, legal status, address and other information)

H2M Architects and Engineers, Inc.
433 River Street, Suite 8002
Troy, NY 12180

for the following Project:
(Name, location and detailed description)

Fire Station Renovation/Addition
1012 Main Street (the site of the current Fire Station)
Warren, MA, 01083

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

As outlined in H2M scope and fee titled "Warren, MA fire station conceptual Scope and Fee" dated January 15, 2026, attached hereto.

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a conceptual design, which shall be set forth in drawings and other documents appropriate for the Project.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall work with the Architect to establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall not be entitled to rely on the accuracy and completeness of the Owner's information. If, in the opinion of the Architect, the provided information is incomplete or inaccurate, the Architect may request the Town's approval to verify such information through the use of consultants or additional exploration as an additional service to the work. The Owner shall furnish consulting services not provided by the Architect, but as required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of this agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole, or in part, without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Lump Sum of forty seven thousand eight hundred forty dollars (\$47,840.00)

The Owner shall reimburse the Architect for previously authorized expenses incurred in the interest of the Project, plus ten percent (10 %).

Payments are due and payable upon receipt of the Architect's monthly invoice.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 INSURANCE

The Architect 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 Owner as set forth below:

General Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$500,000 per occurrence
Or Combined Single Limit	\$1,000,000 per occurrence

Automobile Liability

Bodily Injury Liability	\$1,000,000 per occurrence
Property Damage Liability	\$500,000 per occurrence
Or Combined Single Limit	\$1,000,000 per occurrence

Worker's Compensation Insurance

Coverage for all employees in accordance with Massachusetts General Laws

Professional Liability Insurance

Minimum coverage	\$1,000,000 per occurrence
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All policies shall identify the Owner as additional Insured (except Worker's Compensation and Professional Liability) and shall provide that the Owner 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 Owner upon the execution of this agreement. Each such certificate shall specifically refer to this Agreement and shall state that such insurance is 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.

init.

This Agreement entered into as of the day and year first written above.

TOWN OF Warren by its Board of Selectmen:

ARCHITECT (Signature)

(Printed name), Chair

David J. Pacheco, Senior Vice President

(Printed name), Vice Chair

(Printed name), Clerk

Approved as to Availability of Funds:

Town Accountant

\$ 47,840

Contract sum

Approved as to Form:

Town Council

Date

(Table deleted)(Paragraphs deleted)

Init.

1/5/2026

ligris.

Tracy E. Hoeger, Esquire

p. 617.274.1500
e. thoeger@ligris.com

December 31, 2025

VIA FIRST CLASS AND CERTIFIED MAIL

Town of Warren Board of Selectman
48 High Street
P.O. Box 609
Warren, MA 01083

**RE: Notice of Intent to Sell Land Classified Under Chapter 61B – Right of First Refusal
1212 Southbridge Road, Warren, MA 01083**

Dear Members of the Boards and Commissions,

Please be advised that this office represents Stormfield Capital Funding I, LLC, a Connecticut limited liability company having a principal place of business at 200 Pequot Avenue, Southport, CT 06890, the owner of certain real property classified under Chapter 61B of the Massachusetts General Laws (the "Property"). Pursuant to applicable statutory requirements, this letter shall serve as the **formal Notice of Intent to Sell**, thereby commencing the **one hundred twenty (120) day Right of First Refusal period** afforded to the Town.

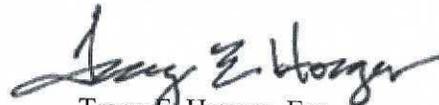
The required information is provided as follows:

1. **Statement of Intent**
The landowner hereby gives notice of their intent to sell the Property.
2. **Proposed Use of the Land**
The proposed use of the Property following sale is development/subdivision.
3. **Location and Acreage**
The Property is located at 1212 Southbridge Road, Warren, MA 01083, consisting of approximately 28.00+/- acres, as shown on Assessor's Map/Parcels: 10-0-137; 10-0-139; 10-0-140; and 10-0-141.
4. **Landowner Information**
Landowner: Stormfield Capital Funding I, LLC
Address: 200 Pequot Avenue, Southport, CT 06890
Email: jraya@stormfieldcapital.com
Telephone: (203) 429-9878
5. **Purchase and Sale Agreement**
Enclosed, please find a copy of the fully executed Purchase and Sale Agreement, attached hereto as Exhibit A.
6. **Additional Agreements or Consideration**
No additional agreements exist for contiguous land not classified under Chapter.

Kindly notify the undersigned in writing as to whether the Town intends to exercise its right to purchase the Property within the statutory period. Should the Town decline to do so, the landowner will promptly arrange for payment of any applicable rollback taxes to the Treasurer/Collector, after which the Assessor's Office may record a release of lien. A check in the amount of **\$105.00**, payable to the **Commonwealth of Massachusetts**, will be provided for recording purposes at the Registry of Deeds.

Please do not hesitate to contact me should you require any additional information.

Very truly yours,



Tracy E. Hoeger, Esq.,
Counsel for Stormfield
Capital Funding I, LLC

PURCHASE AND SALE AGREEMENT
(hereinafter referred to as the "Agreement")

This 22nd day of December 2025

1. PARTIES AND MAILING ADDRESSES **Stormfield Capital Funding I, LLC**, a Connecticut limited liability company having a principal place of business at 200 Pequot Avenue, Southport, CT (hereinafter referred to as the "SELLER") agrees to sell and **True American, Inc.**, a Massachusetts corporation having a principal place of business at 20 Lakeview Road, North Brookfield, MA 01535 (hereinafter referred to as the "BUYER") (SELLER and BUYER sometimes hereinafter collectively referred to as the "Parties"), agrees to buy, upon the terms hereinafter set forth, the following described premises:
2. DESCRIPTION The land and the buildings thereon known and numbered as **1212 Southbridge Road, Warren, MA 01083**, as more particularly described in the deed recorded with the Worcester County (Southern District) Registry of Deeds, in **Book 71511, Page 158**.

The property consists of a single-family dwelling and approximately 28.00+/- acres of land, Specifically, Town of Warren Assessor's parcels 10-0-137, 10-0-139, 10-0-140, and 10-0-137.
3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES **INTENTIONALLY DELETED – PROPERTY IS SOLD AS IS, WHERE IS.**
4. TITLE DEED Said Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except
 - (a) Provisions of existing building and zoning laws;
 - (b) Existing rights and obligations in party walls which are not the subject of written agreement;
 - (c) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
 - (d) Any liens for municipal betterments assessed after the date of this Agreement;
 - (e) Easements, restrictions, and reservations of record, if any.
5. PLANS If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. REGISTERED TITLE In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title to said Premises.
7. PURCHASE PRICE The agreed to purchase price for said Premises is **Two Hundred Twelve Thousand Five Hundred and 00/100 (\$212,500.00) Dollars**, of which

\$ 5,000.00	having previously been paid to bind the "Offer to Purchase"
\$ 5,000.00	have been paid as a deposit this day and
\$ 202,500.00	are to be paid at the time of the delivery of the deed in good funds via

Attorney's IOLTA check or via wire transfer to the SELLER'S counsel only, for a wire transfer fee of \$125.00 to the Law Offices of Jeneen M. Moran, LLC paid at the time of the Closing.

\$ 212,500.00	TOTAL
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8. TIME FOR PERFORMANCE; DELIVERY OF DEED ("CLOSING") Such deed is to be delivered at **10:00 o'clock AM, on or before February 13, 2026** at the office of counsel for BUYER's lender provided same is within a five mile radius to said Registry of Deeds, unless otherwise agreed upon in writing (sometimes hereinafter referred to as the "Closing" as the same may be extended pursuant to the terms of this Agreement). It is agreed that time is of the essence of this Agreement. Neither SELLER nor SELLER's agent(s) or attorney(s) need be physically present at the Closing and may deliver documents by overnight courier or electronic mail or other means agreed to by the Parties, and funds by wire transfer or other means agreed to by the Parties.
9. POSSESSION AND CONDITION OF PREMISES Full possession of said Premises free of all tenants and occupants is to be delivered at the time of the delivery of the deed, said Premises to be then (a) in the same condition as they were at the time of BUYER's Inspection, reasonable use and wear thereof excepted, and (b) not in record violation of said building and zoning laws according to the records of the municipality (except with respect to any improvements validly nonconforming in accordance therewith), and (c) in compliance with provisions of any instrument referred to in paragraph four (4) hereof. The BUYER shall be entitled to personally enter said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this paragraph.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises does not conform with the provisions hereof, the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, and the Closing shall be extended until the first to occur of the following: (a) the date BUYER's mortgage commitment expires and is not adversely affected at no additional cost to BUYER (subject to SELLER's right to pay any extension fee as set forth herein), or (b) for a period of up to thirty (30) calendar days. The SELLER shall retain the right (at SELLER's sole discretion) to pay for any lender extension fee(s) to extend the BUYER's rate and terms for a full thirty (30) calendar days. The SELLER shall not be obligated to expend more than \$2,500.00, pursuant to this paragraph.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the Parties hereto shall cease and this Agreement shall be void without further recourse to the Parties hereto.
12. BUYER's ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this paragraph, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either
(a) pay over or assign to the BUYER, on delivery of deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
(b) if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER shall, 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, provided that all instruments so procured are recorded within a reasonable time after the delivery of said deed in accordance with local conveyancing practices.
15. INSURANCE Until the delivery of the deed, the SELLER shall maintain insurance on said Premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	*\$ as presently insured

All risk of loss shall remain with the SELLER until the deed is recorded.

16. ADJUSTMENTS
Water and sewer use charges, if any, and real estate taxes for the then-current fiscal year in which the Closing takes place, shall be apportioned, and fuel value shall be adjusted, if any, as of the Closing day and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. **See also paragraph thirty-nine (39).**
17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the Parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE
A Broker's fee for professional services as agreed is due from the SELLER to **Carolyn Bassett of Re/MAX Host of Homes ("Re/MAX")** only if, as and when the deed is delivered and recorded and the full purchase price is paid, and not otherwise.

Additionally, the SELLER shall compensate the BUYER'S broker, **Lock & Key Realty**, a broker commission in the amount of **2.5%** of the gross sale price once the closing has taken place and the deed is recorded.
19. BROKER(S) WARRANTY
The Brokers named herein warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT
All deposits made hereunder shall be held in an escrow account located at an FDIC insured banking institution doing business in the Commonwealth of Massachusetts, by **Re/MAX** as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the Parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given by the SELLER and the BUYER or the final judgment of a court with competent jurisdiction. The delivery, acceptance and recording of the deed shall in all cases constitute the Parties' joint authorization for the release of all deposits held hereunder. **See also paragraph thirty-seven (36).**
21. BUYER'S DEFAULT; DAMAGES
If the BUYER shall fail to fulfill the BUYER's agreements herein, and the SELLER is not also in default but is ready and able to perform, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be SELLER's sole and exclusive remedy at both law and in equity. Nothing herein shall be construed to restrict any remedies which may be available to SELLER at law or in equity on account of BUYER'S breach of BUYER'S indemnification obligations as set forth in paragraph thirty-three (33) which survive the Closing or termination hereof. **See also paragraph thirty-seven (37).**
22. RELEASE BY HUSBAND OR WIFE
INTENTIONALLY DELETED
23. BROKER AS PARTY
The Brokers named herein join in this Agreement and become a party hereto, insofar as any provisions of this Agreement expressly apply to the Brokers, and to any amendments or modifications of such provisions to which the Brokers agree in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has the BUYER relied upon any warranties or representations not set forth in this Agreement; see also **paragraph thirty-four (34).**
26. MORTGAGE CONTINGENCY CLAUSE
In order to help finance the acquisition of said Premises, the BUYER shall promptly apply for a direct reduction mortgage loan from a conventional bank or other institutional mortgage lender of not more than **\$160,000.00** payable in not less than thirty (30) years at interest rates and on terms and conditions currently prevailing in the Greater Boston area for the purchase of an owner occupied single family dwelling. The BUYER agrees to prosecute said application in good faith with all due diligence. If the BUYER, having made such application and prosecuting same in good faith with all due diligence, fails to obtain a commitment for such a loan by 5:00 PM EST on **December 31, 2025**, the BUYER may

terminate this Agreement by written notice (as described below) to the SELLER prior to the expiration of such time, whereupon any payments made under this Agreement shall be forthwith refunded and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submitted a complete mortgage loan application conforming to the foregoing provisions within three business days after receipt of the fully-executed purchase and sale agreement BUYER shall not be obligated to apply to more than one (1) lending institution pursuant to this Paragraph.

If the BUYER terminates this Agreement pursuant to the terms of this Mortgage Contingency Clause, such termination must include either: (a) a copy of a denial letter from an institutional lender, any sensitive or confidential information may be redacted, provided the letter outlines the reason for the denial, the loan amount and mortgage product applied for, and the date of the BUYER's application; or (b) a written letter from an institutional lender that confirms the BUYER has not yet received a commitment letter for mortgage financing, said letter shall confirm the date of BUYER's application, the loan amount and mortgage product applied for, and the reason(s) that a letter has yet to be issued.

If the BUYER requests an extension of the deadline set forth herein for obtaining a mortgage commitment, the BUYER agrees to allow SELLER's attorney to contact BUYER's lending institution in order to obtain information on the status of the BUYER's application. At the request of SELLER's counsel, BUYER shall give consent to BUYER's lending institution to provide SELLER's counsel with a detailed update of the pending application.

27. CONSTRUCTION OF AGREEMENT

This Agreement, which may be executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the Parties, is binding upon and inures to the benefit of the Parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER or their respective attorneys. The Parties may rely upon facsimile copies or electronically scanned (or confirmed via confirmed email response) of such written instruments. If two or more persons are named herein as BUYER and/or SELLER, their respective obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to it.

28. LEAD PAINT LAW

INTENTIONALLY DELETED.

29. SMOKE/CARBON MONOXIDE DETECTORS

INTENTIONALLY DELETED.

30. ADDITIONAL PROVISIONS

The executed "Rider", attached hereto, is incorporated herein by reference. If any provision in the Rider conflicts in any way with any other provision in paragraphs one (1) through thirty (30), inclusive, of this Agreement or with any addenda or exhibits hereto, the provision contained in the Rider shall control.

SALE TO INCLUDE ALL PARCELS, WHICH TOTAL APPROXIMATELY 28.00 +/- ACRES.

BUYER TO CONFIRM SUBDIVISION AND DEVELOPMENT POTENTIAL WITH TOWN, AND TO COMPLETE ANY AND ALL OTHER DUE DILIGENCE AS BUYER WISHES TO PERFORM, BY DECEMBER 26, 2025.

PROPERTY STATUS IS CLASSIFIED FOREST TAX LIEN (61b). THE SELLER SHALL OBTAIN A RECORDABLE WAIVER OF THE RIGHT OF FIRST REFUSAL FROM THE TOWN OF WARREN, MASSACHUSETTS, ALONG WITH ANY OTHER ANCILLARY DOCUMENT(S), IF THERE BE ANY, NEEDED TO CLEAR THIS ENCUMBRANCE FROM TITLE.

THE PARTIES AGREE THAT ONCE THE TOWN OF WARREN TAX ASSESSOR HAS PROVIDED THE TOWN'S ESTIMATED AMOUNT OF THE ROLL BACK TAXES NEEDED TO BE PAID AT CLOSING, THE PARTIES WILL WORK TOGETHER IN GOOD FAITH TO COME TO AN AGREEMENT ON THE ALLOCATION OF THE PAYMENT OF SAID ROLL BACK TAXES BETWEEN THEM. NOTWITHSTANDING AN AGREEMENT TO NEGOTIATE IN GOOD FAITH TO ALLOCATE THE PAYMENT OF THE ROLL BACK TAXES BETWEEN THE PARTIES, BOTH PARTIES ACKNOWLEDGE THAT THE RESPONSIBLE PARTY TO PAY SAID ROLLBACK TAXES IS THE SELLER, AND THEREFORE, ANY CONTRIBUTION BY THE BUYER IS MADE AS A VOLUNTARY CONCESSION ONLY AND NOT AS A CONDITION OF CLOSING.

**BUYER'S AGENT HAS AN OWNERSHIP INTEREST IN THE PURCHASING ENTITY,
TRUE AMERICAN, INC.**

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALL HAVE SIGNED LEAD PAINT "PROPERTY
TRANSFER NOTIFICATION CERTIFICATION"

**NOTICE: THIS IS A LEGAL DOCUMENT THAT CREATES BINDING OBLIGATIONS. IF NOT UNDERSTOOD, CONSULT AN
ATTORNEY.**

[remainder of page intentionally left blank; signature page to follow]

STORMFIELD CAPITAL FUNDING I, LLC

Authentisign
Joseph Raya 12/22/25

Joseph Raya, duly authorized

TRUE AMERICAN, INC.

Logyn Shea
dotloop verified
12/22/25 9:08 AM EST
QSHH-UC1E-PP6G-KGGO

Logyn Shea, duly authorized

[Signature page to Purchase and Sale Agreement for property at 1212 Southbridge Road, Warren, MA]

RIDER TO PURCHASE AND SALE AGREEMENT BETWEEN
STORMFIELD CAPITAL FUNDING I, LLC ("SELLER")
AND
TRUE AMERICAN, INC. ("BUYER")

31. All notices required to be given hereunder shall be in writing and deemed duly given when: hand delivered, or sent via recognized express/overnight carrier, or placed in the US Mail postage prepaid or by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, or sent via facsimile with proof of delivery and transmission, or sent via e-mail with proof of delivery and transmission, addressed as follows:

If to SELLER: Tracy E. Hoeger, Esquire
Ligris + Associates PC
1188 Centre Street
Newton, MA 02459
Telephone: 617-274-1500
Fax: 617-274-1515
Email: thoeger@ligris.com

and

If to BUYER: Jeneen M. Moran, Esquire
The Law Offices of Jeneen M. Moran, LLC
461 Ware Corner Road
Oakham, MA 01068
Telephone: 508-917-8566
Fax: 508-917-8567
E-mail: 2jmoranlaw@gmail.com

or to such other address or addresses as may from time to time be designated by either party by written notice to the other.

32. All offers and agreements made prior to this Agreement, including, without limitation, the memorandum executed by the Parties hereto, entitled "Offer to Purchase Real Estate" dated November 17, 2025 ("Offer"), are hereby superseded, rendered null and void and shall have no further force and effect. It being the intent of the Parties that all obligations of the Parties are contained only in this Agreement.
33. From and after the date of this Agreement, SELLER agrees to permit BUYER and its designees, reasonable access, at reasonable times, to the said Premises. Said right of access shall be exercised only in the presence of SELLER, or the SELLER's Broker named herein, and only after reasonable prior notice to the SELLER and with SELLER's prior consent. Under no such circumstance shall the BUYER or any agent of the BUYER be allowed to make any sort of alteration to the Premises during their access, without the prior written consent of the SELLER. In consideration of the foregoing, BUYER agrees to indemnify, defend and hold harmless the SELLER from any and all costs (including reasonable attorneys fees), damages and claims for damage to property or persons caused by BUYER or BUYER's agent(s) while on the Premises or as a result of BUYER or BUYER's agent(s) being on the Premises. BUYER's indemnification herein shall be in addition to, and not in any way limited by the deposit amounts held pursuant to this Agreement. This indemnity shall survive the Closing and delivery of the deed hereunder, or termination of this Agreement.
34. BUYER acknowledges that BUYER has been provided the opportunity to conduct any and all inspections of the Premises desired by the BUYER, which inspections shall be for informational purposes only, and conduct any and all due diligence related to the Premises as BUYER shall so desires, and that BUYER is fully satisfied with the results of same, the condition of the Premises, and accepts the Premises "**AS IS, WHERE IS, WITH ALL FAULTS**" (as of the date of this Agreement) reasonable use and wear thereof excepted, and is not relying upon any representations of the SELLER or SELLER's agents regarding the Premises (structural or otherwise), including, without limitation, as to the character, quality, use, value, quantity or condition of the Premises, except as expressly set forth herein. BUYER has assumed the responsibility to check with appropriate planning authorities (including, but not limited to, zoning boards, rent control boards and housing authorities), acknowledges that it will be acquiring the Premises on the basis of its own investigations, and holds SELLER harmless as to the suitability of the Premises for BUYER's intended use and occupancy, condition or repair of the Premises or the value, expense of operation, or income potential thereof. Any statements which may have previously been made by the SELLER, including without limitation in any realtor's/broker's questionnaire or so-called "Seller's Disclosure Statement" or property listing information, if any, are specifically hereby voided and are superseded by this Agreement. BUYER further acknowledges and agrees that this provision has been specifically negotiated between SELLER and BUYER, that BUYER has been represented by counsel in said negotiation, and that SELLER would not enter into this Agreement but for the inclusion of this acknowledgement and disclaimer herein. BUYER hereby waives, releases, and forever discharges SELLER and any officer, director, member, manager, person, firm, agent, advisor, trustee or representative acting or purporting to act on behalf of the SELLER from any and all claims, actions, causes of action, demands, rights, damages, liabilities and costs whatsoever, direct

or indirect, known or unknown, which BUYER now has or which may arise in the future, against SELLER or any such other parties related in any way to the Premises. Except with respect to a breach by SELLER of any representation expressly contained herein, BUYER hereby agrees not to assert any claim for contribution, cost recover or otherwise against SELLER or any such affiliate relating directly or indirectly to the Premises, including without limitation, the use of the Premises and a change of such use as classified by the Town of Warren, Massachusetts. The provisions of this paragraph shall survive the Closing and delivery of the deed hereunder.

35. BUYER warrants and represents to SELLER and SELLER represents and warrants to BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby except the Brokers listed herein and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. The provisions of this paragraph shall survive the Closing and delivery of the deed hereunder.
36. The Parties acknowledge and agree that SELLER has no adequate remedy in the event of BUYER's default under this Agreement because it is impossible to compute exactly the damages which would accrue to SELLER in such event. Therefore, the Parties have taken these facts into account in setting the amount of the deposit hereunder and hereby agree that: (i) the deposit hereunder is the best estimate of such damages which would accrue to SELLER in the event of BUYER's default hereunder; (ii) said deposit represents damages and not a penalty against BUYER, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this paragraph.
37. In the event any apportionment/adjustment pursuant to paragraph sixteen (16) is, within sixty (60) days subsequent to the Closing, found to be erroneous, then either Party hereto who is entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other Party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within ten (10) days from the date of the invoice unless the adjustment is disputed in good faith by the other Party. The provisions of this paragraph shall survive the Closing and delivery of the deed hereunder for sixty (60) days.
38. Paragraph ten (10) of this Agreement shall not be construed to excuse SELLER from vacating the Premises at the time set for Closing for reasons such as unavailability of movers, inconvenience or other such delays in performance hereunder.
39. SELLER shall execute, upon request, simultaneously with the delivery of the deed, and when required shall on oath swear to the truth of the matters therein set forth, such documents customary for a residential closing in the Greater Boston area as may reasonably be required by BUYER's attorney, including without limiting the generality of the foregoing, certifications, or affidavits with respect to: (a) persons or parties in possession of the Premises; (b) facts or conditions which may give rise to mechanic's or materialmen's liens; (c) an affidavit pursuant to Section 1445 of the Internal Revenue Code; (d) the true purchase price of the Premises and whether the SELLER has or intends to lend to the BUYER a portion thereof; (e) UFFI Disclosure Affidavit stating that to the best of SELLER's knowledge there is none; and (f) 1099 reporting form.
40. BUYER acknowledges that BUYER's obligations hereunder are not conditioned or contingent upon the sale or refinance by BUYER of any other property (real, personal, or otherwise).
41. Notwithstanding any other provisions of this Agreement regarding the conditions of said Premises, at the time of the delivery of the deed hereunder, the Premises shall be broom-swept and clean and free of all SELLER's possessions (except for those items being conveyed with the Premises as provided in this Agreement) and all appliances and systems shall be in the same working order at the Closing as they were at the time of BUYER's Inspection, reasonable wear and tear excepted.
42. SELLER represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with the I.R.C. Section 1445(b)(2) and the regulations thereunder.
43. This Agreement may not be assigned or recorded by the BUYER without the prior written consent of the SELLER and any recordation by BUYER (including a recording of notice hereof) or purported assignment by BUYER in violation of this paragraph shall be considered a default by BUYER under this Agreement, whereupon all deposits hereunder shall be paid to the SELLER with interest thereon and shall become the SELLER's property and this Agreement shall terminate without further recourse to the Parties hereto. This provision is not in derogation of BUYER's rights under paragraph four (4) to designate a nominee to take title.
44. SELLER makes no representations that the Premises are connected to, and served by, municipal water and sewer; SELLER makes no representations as to Title V and compliance of the Premises therewith.
45. The Parties acknowledge and agree that this Agreement may be signed in counterparts, and for purposes of this Agreement, facsimile or electronically scanned signatures shall be construed as original, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
46. Any title or practice matter arising under or relating to this Agreement which is the subject of a title or practice standard of the Real Estate Bar Association ("REBA") shall be governed by said title or practice standard to the extent applicable and to the extent such title or practice standard does not contradict any expressed term or condition of this Agreement.

47. All of SELLER's representations under this Agreement are to the SELLER's actual knowledge, and without conducting any independent investigation or inquiry and are not intended to imply or create any obligation for the SELLER to take additional actions or more further inquiry with regard to any topics contained within this Agreement or elsewhere, including but not limited to, documents to be executed in conjunction with the Closing; furthermore, it is acknowledged and agreed by the Parties that any such representations shall not constitute a representation or warranty against the existence of such conditions about which SELLER has no knowledge, nor a representation or warranty against the discovery or occurrence of such conditions. The provisions of this paragraph shall survive the Closing and delivery of the deed hereunder.
48. If this Agreement or any other provisions by way of reference incorporated herein shall contain any term or provision which shall be invalid, then the remainder of the Agreement or other instrument by way of reference incorporated herein, as the case may be, shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law.
49. By executing this Agreement, the BUYER and SELLER hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel or grant extensions, modify or amend this Agreement in writing, and the BUYER and SELLER shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions (either electronically scanned or via confirmed email response) and/or facsimile signatures on such written instruments shall be binding, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature.
50. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.
51. Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement. Further, BUYER and SELLER hereby acknowledge that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

REO-PROPERTY PROVISIONS:

52. BUYER acknowledges that SELLER obtained the Premises by foreclosure and has not occupied the Premises at any time.
53. Notwithstanding other provisions of this Agreement, SELLER agrees to deliver and BUYER agrees to accept insurable and marketable title. In the event that there are any valid objections to title and SELLER cannot deliver a title insurance policy which insures over those exceptions, SELLER shall have thirty (30) days from the date of receipt of written notification within which to resolve title exceptions and defects or other title issues which in any way impede or impair SELLER's ability to convey insurable title. If, within such thirty (30) day period or any agreed upon extension thereto, SELLER determines that it is unable or unwilling to resolve such matters, then BUYER (i) may take title in its then state, thereby waiving any title objections, or (ii) terminate this Agreement and receive a prompt refund of any deposit as BUYER's sole and exclusive remedy.
54. BUYER accepts the Premises in "AS IS, WHERE IS" condition at the time of execution of this Agreement, including any hidden defects, known or unknown, which includes but are not limited to any mold or mold-related issues. BUYER acknowledges that neither SELLER or its agents shall be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of appurtenant structures and improvements, if any, prior or subsequent to Closing. Items of personal property are not included in this sale. SELLER makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. BUYER agrees that SELLER shall have no liability for any claim or losses BUYER or BUYER's successors may incur as a result of any condition or other defect, which may now or hereafter exist with respect to the Premises. The Premises has neither been inhibited nor inspected by the SELLER.
55. BUYER agrees to indemnify SELLER and fully protect, defend and hold SELLER, its agents, employees and contractors harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against SELLER or any damage to the Premises or any adjoining property or any injury to BUYER or any other person that may result from or arise out of inspections made by BUYER or its agents, employees, and contractors prior to Closing.
56. The BUYER has waived the right to conduct a home inspection.
57. Any obligation of SELLER to obtain a compliance certificate relating to the Premises shall not apply.
58. Title will transfer via Quit Claim Deed and shall be signed by the SELLER.
59. SELLER shall not be required to provide a survey of the Premises. In the event BUYER is obtaining financing and BUYER's lender providing said financing shall require a current survey, said survey shall be at BUYER's expense, except that the cost of

same may be included in SELLER's contribution to closing costs as set out in Paragraph 60, above. In no event shall the inclusion of the cost of said survey increase the maximum amount of SELLER's contribution.

60. The acceptance of the deed by BUYER shall be deemed to be a full performance and discharge of every agreement and obligation on the part of the SELLER to be performed pursuant to the provisions of this Agreement.

STORMFIELD CAPITAL FUNDING I, LLC

Authentisign
Joseph Raya 12/22/25

Joseph Raya, duly authorized

TRUE AMERICAN, INC.

Logyn Shea dotloop verified
12/22/25 9:08 AM EST
ITNO-C66J-Q2MA-TLDN

Logyn Shea, duly authorized

[Signature page to Purchase and Sale Agreement for property at 1212 Southbridge Road, Warren, MA]



Excellence is never routine®

WARNING REGARDING WIRE FRAUD

Wire fraud continues to be a serious and prevalent issue in real estate transactions. Criminals/hackers have become extraordinarily sophisticated and well-versed in real estate transactions. They are targeting email accounts and transactions by either hacking or impersonating relevant stakeholders in a transaction (e.g. lawyers, title agents, mortgage bankers, loan officers, real estate agents, buyers, sellers, and the like). Sometimes the fraudulent email will appear in your inbox with the proper “display name” of the sender. It will look like it came from a trusted sender and many times it can contain a signature or attributes that resemble a trusted sender. **You must treat every communication that is instructing you to wire or transmit funds as suspect.**

Before wiring any money, **call** your paralegal, lawyer, or real estate broker using contact information found from an independent source, such as the sales contract, your contacts, business cards, or the internet (website), to verify any funding instructions received. Hacked or fraudulent emails can contain misleading phone numbers. Never rely on email for contact information and pay close attention to the email properties (such as variations of domain names, different “reply to” email addresses, etc.) Be vigilant and stay paranoid. Contact us with any questions before sending any funds.

We also recommend that you NEVER transmit any sensitive or financial information (e.g. social security numbers, account numbers, credit card numbers, wiring instructions, etc.) in an email or as an email attachment. Ask your lawyer, paralegal, real estate agent, banker or other such party to initiate an encrypted/secure email thread or deliver such information using some other secure method (such as in hand delivery, mail, secure/encrypted portal, or over the telephone). Be very suspect of beneficiary accounts for wires – the account name should match the intended recipient. Be very suspect of wires going to unrecognized names and out of state bank branches.

If Ligris is handling your transaction, you will NEVER be asked to send any sensitive information via regular (unsecure) email. **The beneficiary account for incoming wires will always be “Ligris & Associates PC.”** Please call your lawyer or paralegal at 617-274-1500 our main number. Our receptionist is able to transfer your call to your lawyer or paralegal regardless of their location. If you are selling, and have requested a wire, please coordinate wiring instructions with your Ligris lawyer and confirm same over the telephone.

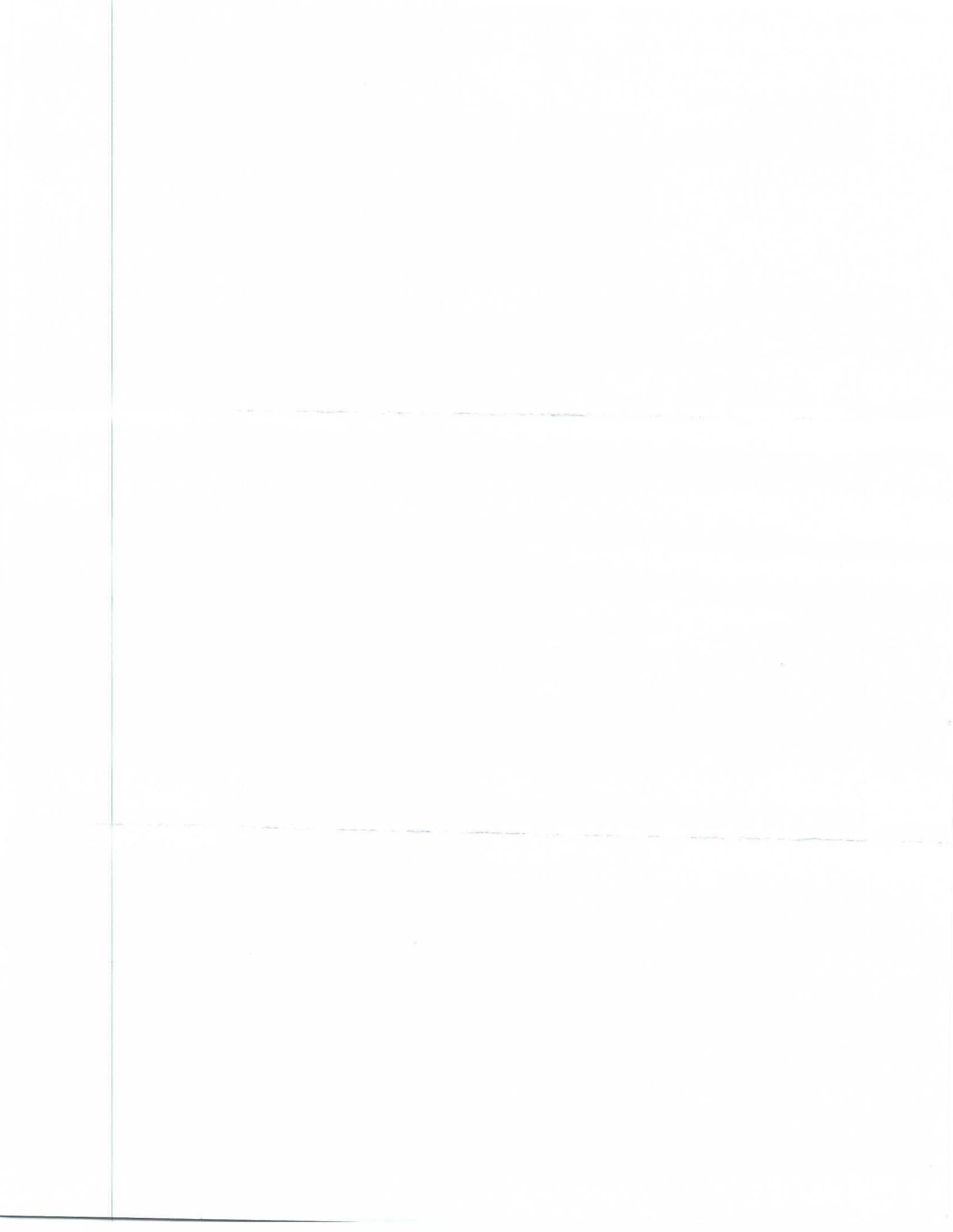
I/We hereby acknowledge receipt of this warning:

Authentisign
Joseph Raya 12/22/25 Date: _____
Print Name: Joseph Raya

Logyn Shea dotloop verified
12/22/25 9:08 AM EST
N9WZ-YC8N-LGEL-MCYR Date: 12/22/2025
Print Name: Logyn Shea

Print Name: _____ Date: _____

Print Name: _____ Date: _____



MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF RUTLAND
and
THE CENTRAL MASSACHUSETTS REGIONAL EMERGENCY COMMUNICATION
CENTER
regarding
FULL ESTABLISHMENT OF THE CENTRAL MASSACHUSETTS EMERGENCY
COMMUNICATION CENTER

WHEREAS, the Town of Rutland (“Town”) entered into the Central Massachusetts Regional Emergency Communication Center District Agreement (“District Agreement”), along with the Town of Barre, the Town of Hubbardston, the Town of Oakham, and the Town of Warren (collectively, “Participating Communities”), effective April 28, 2025, thus preliminarily establishing the Central Massachusetts Regional Emergency Communication Center (“CMRECC”).

WHEREAS, the CMRECC is currently comprised of dispatchers and managers who are all currently under the supervision and control of and paid by the Town.

WHEREAS, by signing the District Agreement, the Participating Communities, including the Town, understand that this only signified intent to join the CMRECC, until a time specified by this Memorandum of Agreement (“Agreement”). The Participating Communities further understand that dispatchers currently comprising the CMRECC will remain under the supervision and control of and be paid by the Town, until a time specified by the Agreement.

NOW THEREFORE, the Town, and the Participating Communities (collectively, “Parties”), agree as follows:

A. The District Agreement only signifies the Participating Communities’ intent to join the CMRECC. Each Participating Community understands that their signature on the District Agreement does not constitute a formal acceptance into the CMRECC. Each Participating Community will not be accepted into the CMRECC until each Participating Community is accepted into the CMRECC by vote of the CMRECC Board of Directors, and the CMRECC is fully established.

B. The Parties understand that the CMRECC’s full establishment will require each Participating Community to be voted in by the CMRECC Board of Directors and each Participating Community decommission its Public Safety Answering Points (“PSAPs”), which will take approximately two (2) years from the date of the District Agreement. The Parties agree that this deadline can be extended further at the sole discretion of CMRECC Executive Director, Michael Moriarty (“Moriarty”).

C. The Parties agree that each Participating Community, excluding the Town, will not participate in operational matters of the CMRECC until each Participating Community is voted in by the CMRECC Board of Directors and each Participating Community decommissions its PSAPs, which will take approximately two (2) years, or a time specified by Moriarty.

D. The District and the he Town agree dispatchers and managers will continue to be employes as Town employees that the Town will continue to pay compensated and be responsible for benefits of dispatchers and managers until *****.

E. The Parties further agree that once each Participating Community is voted in by the CMRECC Board of Directors and each Participating Community decommissions its PSAPs, the CMRECC assume all responsibility for payment of CMRECC dispatchers, as specified in the District Agreement, and CMRECC dispatchers will no longer be considered Town employees.

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

FOR THE TOWN OF RUTLAND:

By its Select Board,

Jennifer Leger, Chair

Paul Mattson, Vice Chair

Alexander Mowatt, Member

Harry Sechman, Member

Leah Whiteman, Clerk

FOR THE CMRECC:

By its Participating Communities,

TOWN OF BARRE,

By its Select Board,

Maureen Marshall, Chair

Mark Regienus, Vice Chair

Richard Stevens, Clerk

TOWN OF HUBBARDSTON,

By its Select Board,

Jeffrey Williams, Chair

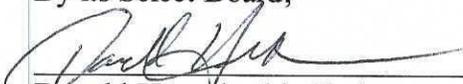
Kathryn Young, Vice Chair

Kris Parcago, Member

Heather Munroe, Member

Peter Walker, Clerk

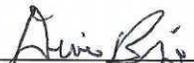
TOWN OF OAKHAM,
By its Select Board,



Donald Haapakoski, Chair



Michael Brunelle, Vice Chair



Dennis Bergin, Clerk

TOWN OF WARREN,
By its Select Board,

Richard Eichacker, Chair

Derick Veliz, Vice Chair

David Dufresne, Clerk

TOWN OF RUTLAND,
By its Select Board,

Jennifer Leger, Chair

Paul Mattson, Vice Chair

Alexander Mowatt, Member

Harry Sechman, Member

Leah Whiteman, Clerk

Selectmen Meeting
Warren Senior Center, 2252 Main St, West Warren, MA 01092
January 8th, 2025, 6:00pm

This meeting was in person.

In attendance: Richard Eichacker (RE), Chair; Derick Veliz (DV), Vice-Chair; David Dufresne (DD), Clerk; James Ferrera (JF), Town Administrator; Laura Sherris, Administrative Assistant

Absent: Griffin Harrington, Administrative Assistant

Chair to open the meeting.

Pledge of Allegiance.

Special moment of silence for retired K9 Police Officer Murray who recently passed away.

1. **Presentation by the Central Massachusetts Regional Planning Commission regarding the Town's Hazard Mitigation Plan.** Marc Granato presented the attached presentation.
2. **Discussion with a possible vote to appoint Mr. Evan J. Foskit-Nulph as a part-time (not to exceed 19-hrs per week) on-call Laborer for the Highway Department at step one grade E on the wage scale. (Anticipated Vote)** DD made a motion to appoint Mr. Evan J. Foskit-Nulph as a part-time (not to exceed 19-hrs per week) on-call Laborer for the Highway Department at step one grade E on the wage scale, 2nd DV, AIF; Motion carried.
3. **Police Chief monthly reports for November and December 2025.** Chief Millete presented the attached report.
4. **Town Administrator monthly report for December 2025.** JF presented the attached report.
5. **Discussion with a possible vote to fill one vacancy on the Planning Board until the next municipal election. (Anticipated Vote)** DD made a motion to appoint Karyn Wood to the Planning Board, 2nd DV, AIF; motion carried.
6. **Notice of Sale/Conversion of Use (First Right of Refusal) Pursuant to M.G.L c. 61 §8: Lot A Brimfield Road, Warren, MA Owner: Fountain & Sons Construction Co., Inc. Purchaser: Christopher R Predella Assessors ID: 30-0-2.3 (portion) (Anticipated Vote)** DD made a motion to not exercise the Town's first right of refusal, 2nd DV, AIF; motion carried.
7. **Anticipated vote to have the chair sign Statement of Work forms from the Massachusetts Department of Environmental Protection for the glass container and universal water shed state grant, grant to be administered by the Board of Health. (Anticipated Vote) **TABLED****
8. **Discussion with a possible vote to require all staff to attend a Sexual Harassment / Discrimination training sponsored by KP law on Wednesday, February 11th. (Anticipated Vote)** DD made a motion to require all staff to attend a Sexual Harassment / Discrimination training sponsored by KP law on Wednesday, February 11th, 2nd DV, AIF; motion carried.

**Selectmen Meeting
Warren Senior Center, 2252 Main St, West Warren, MA 01092
January 8th, 2025, 6:00pm**

9. **Discussion with a possible vote to enter into a contract with Diversified Construction Services, LLC for the replacement of the inclined platform wheelchair lift at the Shepard Municipal Building. (Anticipated Vote)** DD made a motion to enter into a contract with Diversified Construction Services, LLC for the replacement of the inclined platform wheelchair lift at the Shepard Municipal Building, 2nd DV, AIF; motion carried.
10. **Discuss and review letter to the Town of West Brookfield regarding Fire and EMS services to the Town.** The Board held discussion with Fire Chief Lavoie to clarify the ongoing situation with services/assistance provided to West Brookfield. The Board wishes to open dialogue with the Selectboard of West Brookfield.
11. **Discuss and review draft letter on multifamily home inspections from the Building Commissioner.** The Board provided revisions to the draft letter and asked that it be updated and sent to JF and RE for review.
12. **Acceptance of the fiscal year 2025 Community Development Block Grant and to authorize the Central Massachusetts Regional Planning Commission to administer the grant upon the Chair's signature. (Anticipated Vote)** DD made a motion to accept the fiscal year 2025 Community Development Block Grant and to authorize the Central Massachusetts Regional Planning Commission to administer the grant, 2nd DV, AIF; motion carried.
13. **Class II and Class III license renewals. (Anticipated Vote)**
 - a. **Copart 600 Old West Warren Rd Bldg. 1, West Warren – Class II & III**
DD made a motion to approve the Class II and Class III license renewals listed above, 2nd DV, AIF; motion carried.
14. **Common Victualler license renewals. (Anticipated Votes)**
 - a. **Countryside Tavern 83 Mechanic St, Warren**
 - b. **Dunkin Donuts 1300 Main St, Warren**
DD made a motion to approve the Common Victualler license renewals listed above, 2nd DV, AIF; motion carried.
15. **Anticipated vote to authorize the payment of warrants and bills.**

Warrants DD made a motion to approve the following warrants, 2nd DV, AIF; motion carried.

Payroll 13-26	\$ 127,298.32
Accounts Payable 25-26	\$ 334,016.83

**Selectmen Meeting
Warren Senior Center, 2252 Main St, West Warren, MA 01092
January 8th, 2025, 6:00pm**

Bills DD made a motion to approve the following bills, 2nd DV, AIF; motion carried.

VENDOR NAME	TOTAL
Modern Pest	\$ 117.00
KP Law	\$ 3,510.46
Hampden Communication Corp	\$ 1,950.00
SBA Structures	\$ 1,860.66
PEAC Solutions	\$ 731.75
Encore Fire Protection	\$ 2,309.00
National Grid	\$ 4,352.56
WB Mason	\$ 176.78
Warren Water District	\$ 11,525.25
Verizon	\$ 25.57
Central Mass Regional Planning Commission	\$ 14,000.00
Town of Rutland	\$ 167,928.42

Bills DD made a motion to approve the following bills, 2nd DV, (DD & DV yea, RE abstained); motion carried.

Joyce Eichacker	\$ 169.89
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16. **Review with an anticipated vote on the meeting minutes from 12/18/2025.** DD made a motion to approve the minutes from 12/18/2025, 2nd DV, AIF; motion carried.

17. **Town Administrator Report.** JF provided the Board with a weekly update.

18. **New Business.** None

19. **Old Business.** Verizon Fios install is in progress.

20. **Correspondence: Letter from National Grid, Letter from Xfinity, Letter from Mass DEP, Letter from KP Law.**

21. **Comments & Concerns.** RE states that Warren has opportunities for businesses looking to open. Jim Fountain expresses concern with the new tax rate and states that valuation increases are unattractive to businesses.

Selectmen Meeting
Warren Senior Center, 2252 Main St, West Warren, MA 01092
January 8th, 2025, 6:00pm

22. Next Meeting: January 15, 2026, 4:00pm

23. Anticipated motion to adjourn the meeting. DD made a motion to adjourn, 2nd DV, AIF; meeting adjourned 9:29pm.

Respectfully Submitted by
Griffin Harrington, Administrative Assistant

David Dufresne, Clerk

STRUCTURES INSPECTION FIELD REPORT

ROUTINE & SPECIAL MEMBER INSPECTION

2-DIST
02

B.I.N.
69W

BR. DEPT. NO.
W-07-005

CITY/TOWN WARREN	8.-STRUCTURE NO. W07005-69W-MUN-BRI	11-Kilo. POINT 000.000	41-STATUS P:POSTED	90-ROUTINE INSP. DATE NOV 17, 2025
07-FACILITY CARRIED HWY PULASKI ST	MEMORIAL NAME/LOCAL NAME	27-YR BUILT 1930	106-YR REBUILT 0000	YR REHAB'D (NON 106) 0000
06-FEATURES INTERSECTED WATER WIGWAM BROOK	26-FUNCTIONAL CLASS Urban Local	DIST. BRIDGE INSPECTION ENGINEER <i>M. Barrett</i>		
43-STRUCTURE TYPE 302 : Steel Stringer/Girder	22-OWNER Town Agency	21-MAINTAINER Town Agency	TEAM LEADER <i>J. Lorusso</i>	
107-DECK TYPE 1 : Concrete Cast-in-Place	WEATHER Cloudy	TEMP. (air) 1°C	TEAM MEMBERS A. T. LOCHNER <i>Andrew T Lochner</i>	

ITEM 58 5

DECK DEF

1. Wearing Surface	6	M-P
2. Deck Condition	5	S-A
3. Stay-In-Place Forms	5	M-P
4. Curbs	N	-
5. Median	N	-
6. Sidewalks	N	-
7. Parapets	N	-
8. Railing	2	S-A
9. Anti Missile Fence	N	-
10. Drainage System	N	-
11. Lighting Standards	N	-
12. Utilities	7	-
13. Deck Joints	N	-
14.	N	-
15.	N	-
16.	N	-

CURB REVEAL (In millimeters)

N	S
250	230

ITEM 59 3

SUPERSTRUCTURE DEF

1. Stringers	N	-
2. Floorbeams	N	-
3. Floor System Bracing	N	-
4. Girders or Beams	3	S-A
5. Trusses - General	N	-
a. Upper Chords	N	-
b. Lower Chords	N	-
c. Web Members	N	-
d. Lateral Bracing	N	-
e. Sway Bracings	N	-
f. Portals	N	-
g. End Posts	N	-
6. Pin & Hangers	N	-
7. Conn Plt's, Gussets & Angles	N	-
8. Cover Plates	N	-
9. Bearing Devices	N	-
10. Diaphragms/Cross Frames	N	-
11. Rivets & Bolts	N	-
12. Welds	N	-
13. Member Alignment	7	-
14. Paint/Coating	2	S-A
15.	N	-

Year Painted X

COLLISION DAMAGE: *Please explain*
None (X) Minor () Moderate () Severe ()

LOAD DEFLECTION: *Please explain*
None (X) Minor () Moderate () Severe ()

LOAD VIBRATION: *Please explain*
None (X) Minor () Moderate () Severe ()

Any Fracture Critical Member: (Y/N) N

Any Cracks: (Y/N) N

ITEM 60 5

SUBSTRUCTURE DEF

1. Abutments	Dive	Cur	5	
a. Pedestals	N	N		-
b. Bridge Seats	N	H		-
c. Backwalls	N	H		-
d. Breastwalls	N	5		M-P
e. Wingwalls	N	4		M-P
f. Slope Paving/Rip-Rap	N	N		-
g. Pointing	N	N		-
h. Footings	N	X		-
i. Piles	N	X		-
j. Scour	N	5		M-P
k. Settlement	N	5		M-P
l.	N	N		-
m.	N	N		-
2. Piers or Bents			N	
a. Pedestals	N	N		-
b. Caps	N	N		-
c. Columns	N	N		-
d. Stems/Webs/Pierwalls	N	N		-
e. Pointing	N	N		-
f. Footing	N	N		-
g. Piles	N	N		-
h. Scour	N	N		-
i. Settlement	N	N		-
j.	N	N		-
k.	N	N		-
3. Pile Bents			N	
a. Pile Caps	N	N		-
b. Piles	N	N		-
c. Diagonal Bracing	N	N		-
d. Horizontal Bracing	N	N		-
e. Fasteners	N	N		-

UNDERMINING (Y/N) If YES please explain N

COLLISION DAMAGE:
None (X) Minor () Moderate () Severe ()

SCOUR: *Please explain*
None () Minor (X) Moderate () Severe ()

I-60 (Dive Report): N I-60 (This Report): 5

93B-U/W (DIVE) Insp 00/00/0000

X=UNKNOWN N=NOT APPLICABLE H=HIDDEN/INACCESSIBLE R=REMOVED

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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ITEM 61

CHANNEL & CHANNEL PROTECTION

5

	Dive	Cur	DEF
1.Channel Scour	N	7	-
2.Embankment Erosion	N	5	M-P
3.Debris	N	6	M-P
4.Vegetation	N	7	-
5.Utilities	N	N	-
6.Rip-Rap/Slope Protection	N	N	-
7.Aggradation	N	7	-
8.Fender System	N	N	-

STREAM FLOW VELOCITY:
Tidal () High () Moderate () Low (X) None ()

ITEM 61 (Dive Report): N ITEM 61 (This Report): 5

93b-U/W INSP. DATE:

ITEM 36 TRAFFIC SAFETY

	36	COND	DEF
A. Bridge Railing	0	2	S-A
B. Transitions	0	0	S-A
C. Approach Guardrail	0	0	S-A
D. Approach Guardrail Ends	0	0	S-A

WEIGHT POSTING *Not Applicable*

	H	3	3S2	Single
Actual Posting	11	19	30	N
Recommended Posting	11	19	30	N

Waived Date: EJDMT Date:

At bridge		Other Advance	
E	W	E	W
Y	Y	NR	Y
8	8	8	8

Signs In Place (Y=Yes, N=No, NR=Not Required)
Legibility/Visibility

CLEARANCE POSTING

Not X

N		S		meter
ft	in	ft	in	
Actual Field Measurement	0	0	0	
Posted Clearance	0	0	0	

At bridge		Advance	
N	S	N	S
8	8	8	8

Signs In Place (Y=Yes, N=No, NR=Not Required)
Legibility/Visibility

ACCESSIBILITY (Y/N/P)

	Needed	Used
Lift Bucket	N	N
Ladder	Y	N
Boat	N	N
Waders	Y	Y
Inspector 50	N	N
Rigging	N	N
Staging	N	N
Traffic Control	N	N
RR Flagger	N	N
Police	N	N
Other:		
	N	N

TOTAL HOURS

PLANS (Y/N): N

(V.C.R.) (Y/N): N

TAPE#: _____

List of field tests performed:

RATING

Rating Report (Y/N): Y

Date:

Inspection data at time of existing rating
I 58: 5 I 59: 4 I 60: 6 Date : 11/21/2017

Recommend for Rating or Rerating (Y/N): N

If YES please give priority:
HIGH () MEDIUM () LOW ()

REASON: _____

CONDITION RATING GUIDE			(For Items 58, 59, 60 and 61)
CODE	CONDITION	DEFECTS	
N	NOT APPLICABLE		
G 9	EXCELLENT	Excellent condition.	
G 8	VERY GOOD	No problem noted.	
G 7	GOOD	Some minor problems.	
F 6	SATISFACTORY	Structural elements show some minor deterioration.	
F 5	FAIR	All primary structural elements are sound but may have minor section loss, cracking, spalling or scour.	
P 4	POOR	Advanced section loss, deterioration, spalling or scour.	
P 3	SERIOUS	Loss of section, deterioration, spalling or scour have seriously affected primary structural components. Local failures are possible. Fatigue cracks in steel or shear cracks in concrete may be present.	
C 2	CRITICAL	Advanced deterioration of primary structural elements. Fatigue cracks in steel or shear cracks in concrete may be present or scour may have removed substructure support. Unless closely monitored it may be necessary to close the bridge until corrective action is taken.	
C 1	"IMMINENT" FAILURE	Major deterioration or section loss present in critical structural components or obvious vertical or horizontal movement affecting structure stability. Bridge is closed to traffic but corrective action may put it back in light service.	
0	FAILED	Out of service - beyond corrective action.	

DEFICIENCY REPORTING GUIDE

DEFICIENCY: A defect in a structure that requires corrective action.

CATEGORIES OF DEFICIENCIES:

M= Minor Deficiency - Deficiencies which are minor in nature, generally do not impact the structural integrity of the bridge and could easily be repaired. Examples include but are not limited to: Spalled concrete, Minor pot holes, Minor corrosion of steel, Minor scouring, Clogged drainage, etc.

S= Severe/Major Deficiency - Deficiencies which are more extensive in nature and need more planning and effort to repair. Examples include but are not limited to: Moderate to major deterioration in concrete, Exposed and corroded rebars, Considerable settlement, Considerable scouring or undermining, Moderate to extensive corrosion to structural steel with measurable loss of section, etc.

C-S= Critical Structural Deficiency - A deficiency in a structural element of a bridge that poses an extreme unsafe condition due to the failure or imminent failure of the element which will affect the structural integrity of the bridge.

C-H= Critical Hazard Deficiency - A deficiency in a component or element of a bridge that poses an extreme hazard or unsafe condition to the public, but does not impair the structural integrity of the bridge. Examples include but are not limited to: Loose concrete hanging down over traffic or pedestrians, A hole in a sidewalk that may cause injuries to pedestrians, Missing section of bridge railing, etc.

URGENCY OF REPAIR:

I = Immediate- [Inspector(s) immediately contact District Bridge Inspection Engineer (DBIE) to report the Deficiency and to receive further instruction from him/her].

A = ASAP- [Action/Repair should be initiated by District Maintenance Engineer or the Responsible Party (if not a State owned bridge) upon receipt of the Inspection Report].

P = Prioritize- [Shall be prioritized by District Maintenance Engineer or the Responsible Party (if not a State owned bridge) and repairs made when funds and/or manpower is available].

STRUCTURES INSPECTION FIELD REPORT

ROUTINE & SPECIAL MEMBER INSPECTION

BR. DEPT. NO.
W-07-005

2-DIST 02	B.I.N. 69W	CITY/TOWN WARREN		8.-STRUCTURE NO. W07005-69W-MUN-BRI	11-Kilo. POINT 000.000	90-ROUTINE INSP. DATE Nov 17, 2025	93*-SPEC. MEMB. INSP. DATE Nov 17, 2025
07-FACILITY CARRIED HWY PULASKI ST		MEMORIAL NAME/LOCAL NAME Urban Local			27-YR BUILT 1930	106-YR REBUILT 0000	*YR REHAB'D (NON 106) 0000
06-FEATURES INTERSECTED WATER WIGWAM BROOK		26-FUNCTIONAL CLASS Urban Local		DIST. BRIDGE INSPECTION ENGINEER <i>M. Barrett</i>			
43-STRUCTURE TYPE 302 : Steel Stringer/Girder		22-OWNER Town Agency	21-MAINTAINER Town Agency	TEAM LEADER J. Lorusso <i>J. Lorusso</i>			
107-DECK TYPE 1 : Concrete Cast-in-Place		WEATHER Cloudy	TEMP. (air) 1°C	TEAM MEMBERS A. T. LOCHNER <i>Andrew T Lochner</i>			

WEIGHT POSTING		<i>Not Applicable</i>		At bridge		Advance		PLANS (Y/N): <input type="checkbox"/> N	
Actual Posting		H 11	3 19	3S2 30	Single N	E Y	W Y	E NR	W Y
Recommended Posting		H 11	3 19	3S2 30	Single N	E 8	W 8	E 8	W 8
Waived Date: 00/00/0000		EJDMT Date: 00/00/0000		Signs In Place (Y=Yes, N=No, NR=Not Required)		Legibility/Visibility		(V.C.R.) (Y/N): <input type="checkbox"/> N	
								TAPE#: _____	

RATING

Rating Report (Y/N): **Y** Date: **04/01/2019** Recommend for Rating or Rerating (Y/N): **N** If YES please give priority: HIGH () MEDIUM () LOW ()

Inspection data at time of existing rating
I 58: 5 I 59: 4 I 60: 6 I 62: - Date : 11/21/2017

REASON: _____

SPECIAL MEMBER(S):

	MEMBER	CRACK (Y/N):	WELD'S CONDITION (0-9)	LOCATION OF CORROSION, SECTION LOSS (%), CRACKS, COLLISION DAMAGE, STRESS CONCENTRATION, ETC.	CONDITION		INV. RATING OF MEMBER FROM RATING ANALYSIS			Deficiencies
					PREVIOUS	PRESENT	H-20	3	3S2	
					(0-9)	(0-9)				
A	Item 59.4 - Girders or Beams	N		See remarks in comments section.	3	3	11	19	30	S-A
B										
C										
D										
E										

List of field tests performed:

	I-58	I-59	I-60	I-62
(Overall Previous Condition)	5	3	5	-
(Overall Current Condition)	5	3	5	-

DEFICIENCY: A defect in a structure that requires corrective action.

CATEGORIES OF DEFICIENCIES:

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X=UNKNOWN N=NOT APPLICABLE H=HIDDEN/INACCESSIBLE R=REMOVED

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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REMARKS

BRIDGE ORIENTATION

Structure carries Pulaski Street, east and west, over Wigwam Brook which flows south to north.

Per the 4/1/2019 Rating Report the bridge consists of ten steel beams. Beams are numbered south to north. The newer portion (south half) of the bridge consists of beams 1 through 5. The original bridge (north half) consists of beams 6 through 10. **See Sketches 1 - 3.**

GENERAL REMARKS

Weight Posting:

Structure is posted for **11-19-30 TONS**. All required postings are in place. Pulaski Street is a dead end, so no East Advanced sign is needed though one exists. **See Sketch 4.**

ITEM 58 - DECK

Item 58.1 - Wearing Surface

Hot mix asphalt (HMA) Wearing Surface has light areas of raveling with longitudinal & transverse cracks up to 1/4" wide. **See Photo 1.**

Minor vegetative growth along the south curbline. **See Photo 1.**

North end, concrete deck is exposed, full-length x 3' wide. **See Photo 2.**

Item 58.2 - Deck Condition

Bays 1 - 4, Stay-In-Place (S-I-P) Forms are concealing the reinforced concrete deck. Bay 5 S-I-P Forms are concealing the reinforced concrete deck for half of the bay. Bays 6 - 10, the underside of the reinforced concrete deck is visible.

Original Deck, Bays 5 - 9:

- Construction Joint between the new and old portions of the bridge is not sealed. The underside of deck at the joint has evidence of past leakage.
- **Bay 5**, west end is spalled, 2' wide x 4' long x 3" deep with 2 exposed rebar that have severe section loss (.750" remaining).
- **Bay 5**, east end is spalled, 8" wide x 1' long x 2" deep with 2 exposed rebar that have severe section loss (.750" remaining).
- **Bay 6**, spalled, 2' wide x 10' long x 2.5" with exposed rusted rebar. Surrounding area is hollow. **See Photo 3.**
- **Bays 7 - 9**, scattered areas of honeycomb, up to 1/4" deep.
- **Bay 9**, along beam 10:
 - Midspan, scaling, up to 8" wide x 5' long x up to 1" deep with exposed rebar.
 - East end, scaling, 9" wide x 10" long x 1.5" deep with exposed rebar.
- **North Overhang**, has a full length x up to 15" wide x 2" deep spall with exposed and de-bonded rebar that has severe section loss. East end has a 2' long x 8" high x up to 1/4" deep area of honeycomb. **See Photo 4.**

Item 58.3 - Stay-In-Place Forms

Bays 1 - 4 & half of Bay 5 have Stay-In-Place (S-I-P) Forms.

Bays 1 - 3, widespread surface rust.

Bays 4 & 5, widespread severe rust with some areas of rust holes, up to 4" diameter. **See Photo 5.**

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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REMARKS

Item 58.8 - Railing

Railings and posts consist of 2" steel pipe.

North Railing:

- Three steel posts with three steel rails running across the bridge and connects to the adjacent bridge, South Street over Wigwam Brook.
- Railbase connections are pack rusted and have severe section loss. **See Photo 2.**

South Railing:

- No structural support remaining.
 - East end, 29" of the railbase is broken off of the bridge carrying the east most rail post.
 - Three of four steel posts remain with one steel rail on top.
 - Posts are bent, broken and have rust holes at the railbase.
 - West post is missing.
 - Second from the west post to railing weld is broken and cracked.
- See Photo 1.**

Railbases: 10" high concrete railbases have some vertical hairline cracks, up to full-height.

Item 58.12 - Utilities

Bay 3 has a 6" diameter utility pipe going from the west to east abutment.

APPROACHES

Approaches a - Appr. pavement condition

East & West Approach roadways have some random, longitudinal and transverse hairline cracks up to 1.5" wide.

Southeast Approach has several large, new and old, HMA patches from loss of fill. **See Photo 6.**

Approaches b - Appr. Roadway Settlement

Northeast Approach, under the railing, has a hole up to 16" deep and a 2' wide x 3' long depression exposing the edge of the deck up to full-height at the curb line with undermining up to 10" deep.

See Photos 2 & 7.

Northwest, Southwest, & Southeast corners of the bridge have moderate settlement at the deck, up to 1" at the West Approach and 1.5" at the East Approach. **See Photo 6.**

ITEM 59 - SUPERSTRUCTURE

Item 59.4 - Girders or Beams

Per the 2019 Rating Report:

Beam 1 & 5 are CB 10x21 with 6" wide x 0.322" thick flanges and a 0.23" thick web.

Beams 2 - 4 & 7 - 9 are S 10x30 with the 4.805" wide flanges tapering from 0.31" at the edges to 0.673" at the web that is 0.455" thick.

Beam 10 is S 15x42.9 with the 5.5" wide flanges tapering from 0.41" at the edges to 0.834" at the web that is 0.41" thick.

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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REMARKS

Notable defects to the beams are:

Beam 1, east end has rust holes. **See Sketch 5 & Photo 8.**

Beam 2, east end has a rust hole. **See Sketch 6 & Photo 9.**

Beam 4,

- East end of the web has Three 1" diameter burned holes with no corrosion.
- South bottom flange and north top flange has several 1" diameter burned holes with no corrosion.
See Photo 5.

Beam 5 has numerous rust holes and minor damage. **See Sketch 7 & Photo 10.**

Beam 6 has no web section remaining to establish a beam designation. **See Photo 3.**

Beam 10 has is a 0.5" gap between the length of the top flange and the deck with section loss.
See Sketch 8 & Photo 4.

Item 59.14 - Paint/Coating

Superstructure has widespread areas of severe rust and paint failure. Beams 6 - 10 are in the worst condition. **See Photos 8, 9, & 10.**

ITEM 60 - SUBSTRUCTURE

Item 60.1 - Abutments

Item 60.1.d - Breastwalls

East & West Breastwalls along the waterline have up to 1/4" deep areas of scaling.

Breastwalls have scattered vertical hairline cracks.

East Breastwall, south end is scaled/undermined, 7' long x up to 9" high x up to 2' deep. **See Photo 11.**

West Breastwall:

- Original abutment has a concrete filled steel I beam below the superstructure
- Original to expanded section transition has a 14" high x 9" wide x 2' deep void and a 16" high x 31" wide x 8" deep corner spall.
- North end has a 2' long x 10" high x 4" deep spall at the waterline.

Item 60.1.e - Wingwalls

Wingwalls & Embankment Walls allow fill to migrate through them causing the settlement issues in the approaches.

Southern Wingwalls consist of stone masonry with mortar:

- Southeast Wingwall: The stone masonry has fallen into the channel.
- Southwest Wingwall: Portions of the stone masonry have shifted or have have been displaced into the channel. **See Photo 12.**

North Embankment Walls:

- Northeast Embankment Wall has mortar voids up to 2' deep with the bottom 2 courses shifted toward the channel. **See Photo 4.**
- Northwest Embankment wall has moderate to severe mortar loss.

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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REMARKS

Item 60.1.j - Scour

East Breastwall, south end is scaled/undermined 7' long x up to 9" high x up to 2' deep. **See Photo 11.**

Item 60.1.k - Settlement

Depression at the approaches indicate some loss of backfill in the area. **See Photo 6.**

SubStructure Scour Notes

Refer to Item 60.1.j - Scour.

ITEM 61 - CHANNEL AND CHANNEL PROTECTION

Item 61.2 - Embankment Erosion

Channel has minor migration of fill from behind the embankment walls and wingwalls into the channel causing the roadway approach roadway settlement, particularly at the east approach where the embankment wall and wingwalls have serious defects. **See Photos 6 & 12.**

Item 61.3 - Debris

Upstream Channel has a build-up of rocks from a section of collapsed channel wall. **See Photo 12.**

TRAFFIC SAFETY

Item 36a - Bridge Railing

Refer to Item 58.8 - Railing.

Item 36b - Transitions

Structure has no transitions. **See Photos 1 & 2.**

Item 36c - Approach Guardrail

South Railing has no traffic safety features.

North Railing pipe rails extend from the adjacent bridge South Street over Wigwam Brook, over this bridge and terminates at a chain link fence approximately 10' from the edge of the road. The second section from the northwest corner of this bridge has a section missing which is covered with plastic temporary fencing. **See Photo 13.**

Item 36d - Approach Guardrail Ends

Structure has no approach guardrail end treatments. **See Photos 1 & 2.**

Sketch / Photo Log

- Sketch 1 : Plan
- Sketch 2 : Framing Plan
- Sketch 3 : Cross Section
- Sketch 4 : Weight Posting Signs
- Sketch 5 : Beam 1, east end, rust hole
- Sketch 6 : Beam 2, east end, rust hole
- Sketch 7 : Beam 5, east end, rust holes
- Sketch 8 : Beam 10, east end, section loss
- Photo 1 : Wearing Surface, south half has cracks. South Railbase is broken, railing system has no support.
- Photo 2 : Wearing Surface, north side has exposed deck, cracks, and patches.

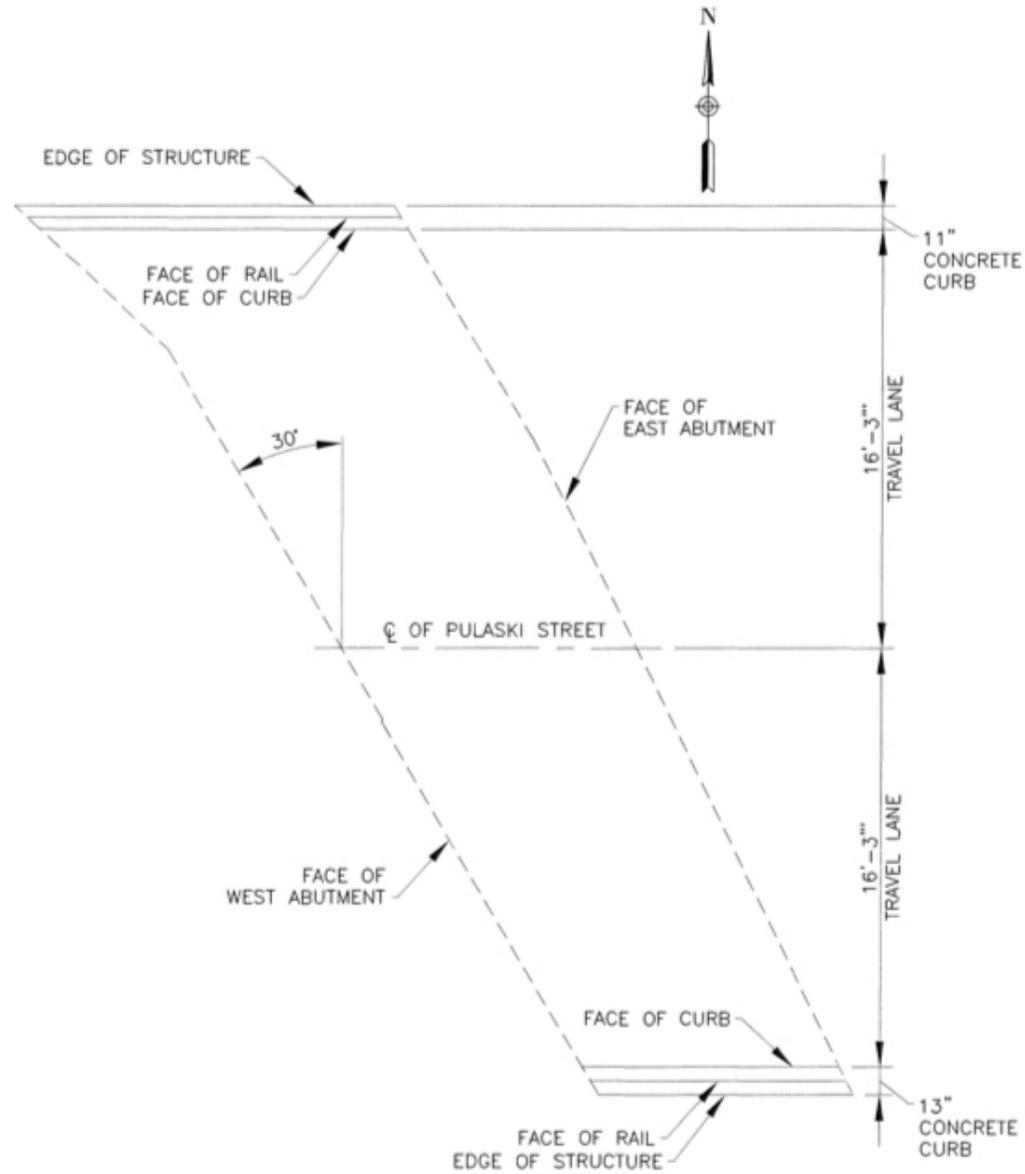
CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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REMARKS

- Photo 3 : Deck Underside, Bays 5 & 6 have spalls exposed rusted rebar. Beam 6 on right shown with no web.
- Photo 4 : North side of the Deck has separated from Beam 10. Northeast Embankment Wall, base stones are shifted toward channel.
- Photo 5 : S-I-P Forms in Bays 4 & 5 have rust holes adjacent Beam 5. Beam 4 has burned holes in the bottom flange.
- Photo 6 : East Approach, south end has settlement with numerous HMA patches.
- Photo 7 : Northeast corner of the Deck has undermining.
- Photo 8 : Beam 1, east end has a rust hole.
- Photo 9 : Beam 2, east end, rust hole.
- Photo 10 : Beam 5, near midspan, rust holes to the lower web and upper flange.
- Photo 11 : East Breastwall, south end has undermining.
- Photo 12 : South Wingwalls have partially fallen into the channel.
- Photo 13 : Northwest Approach railing has a missing section covered with plastic temporary fencing.

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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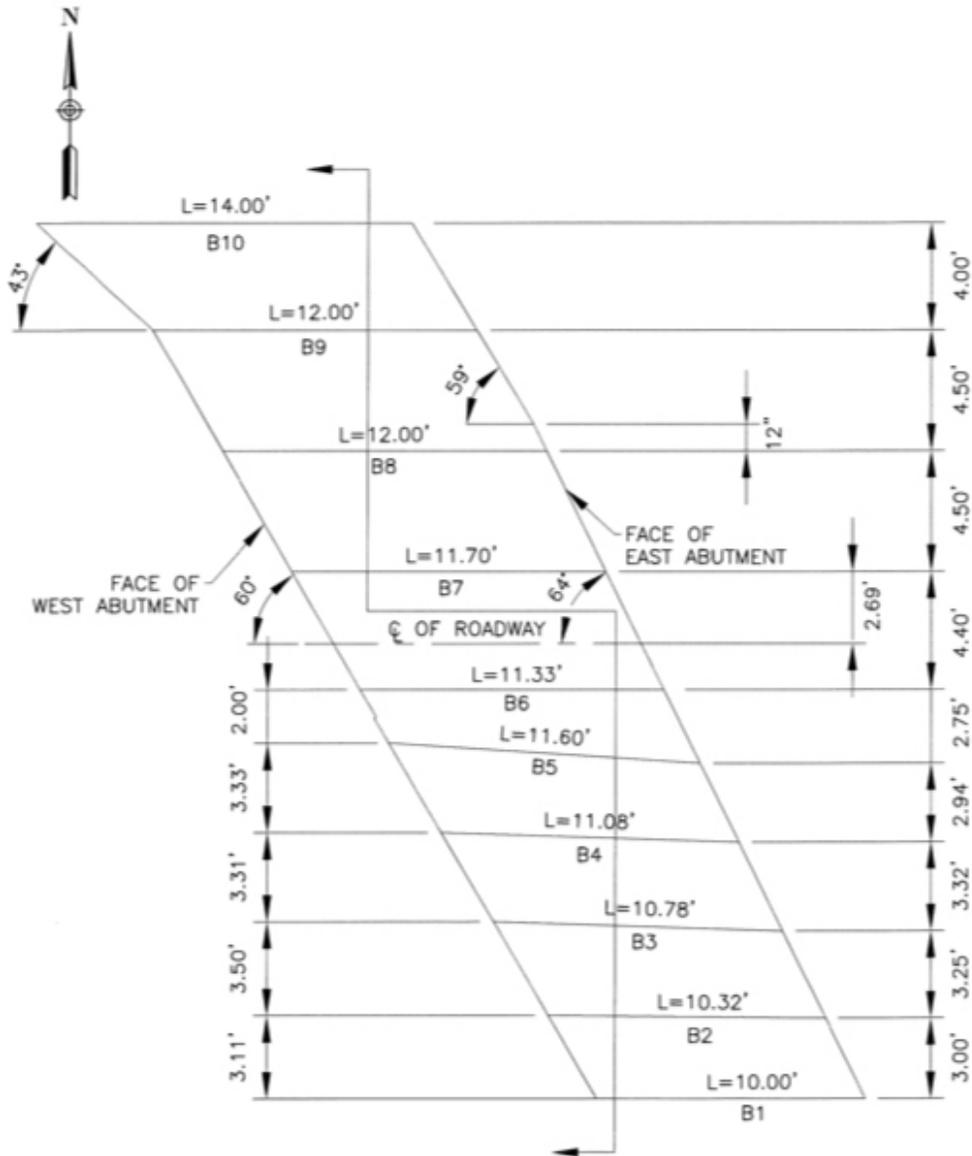
SKETCHES



Sketch 1: Plan

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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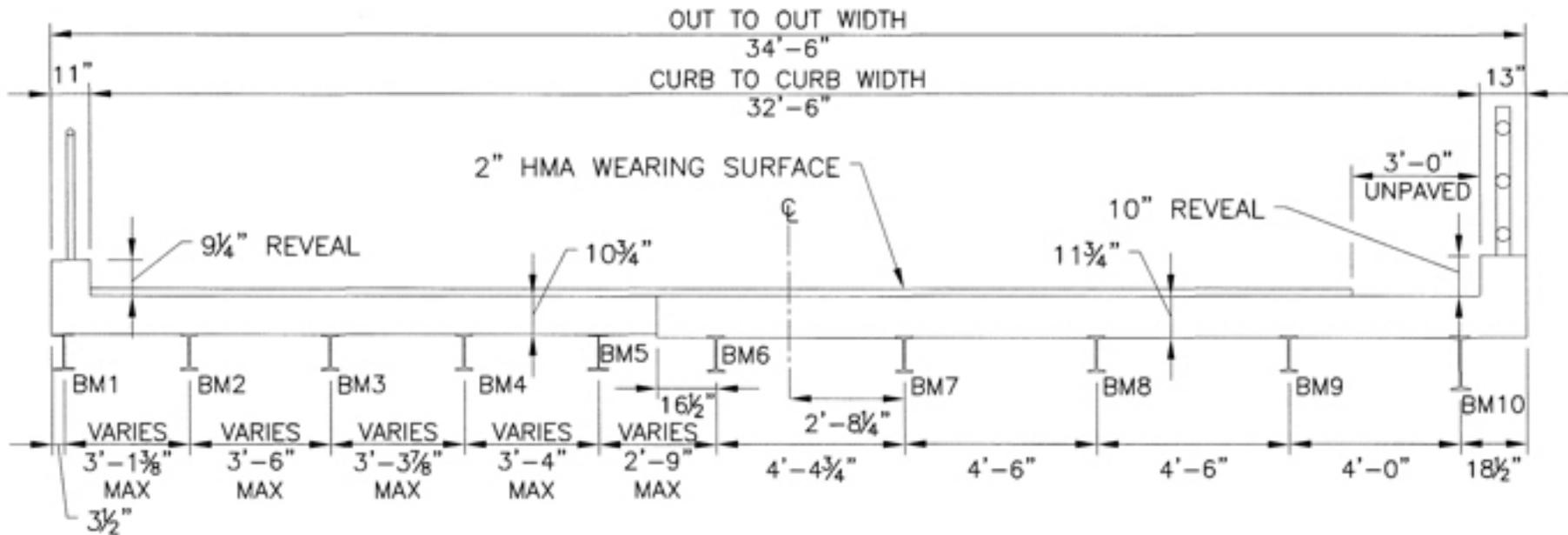
SKETCHES



Sketch 2: Framing Plan

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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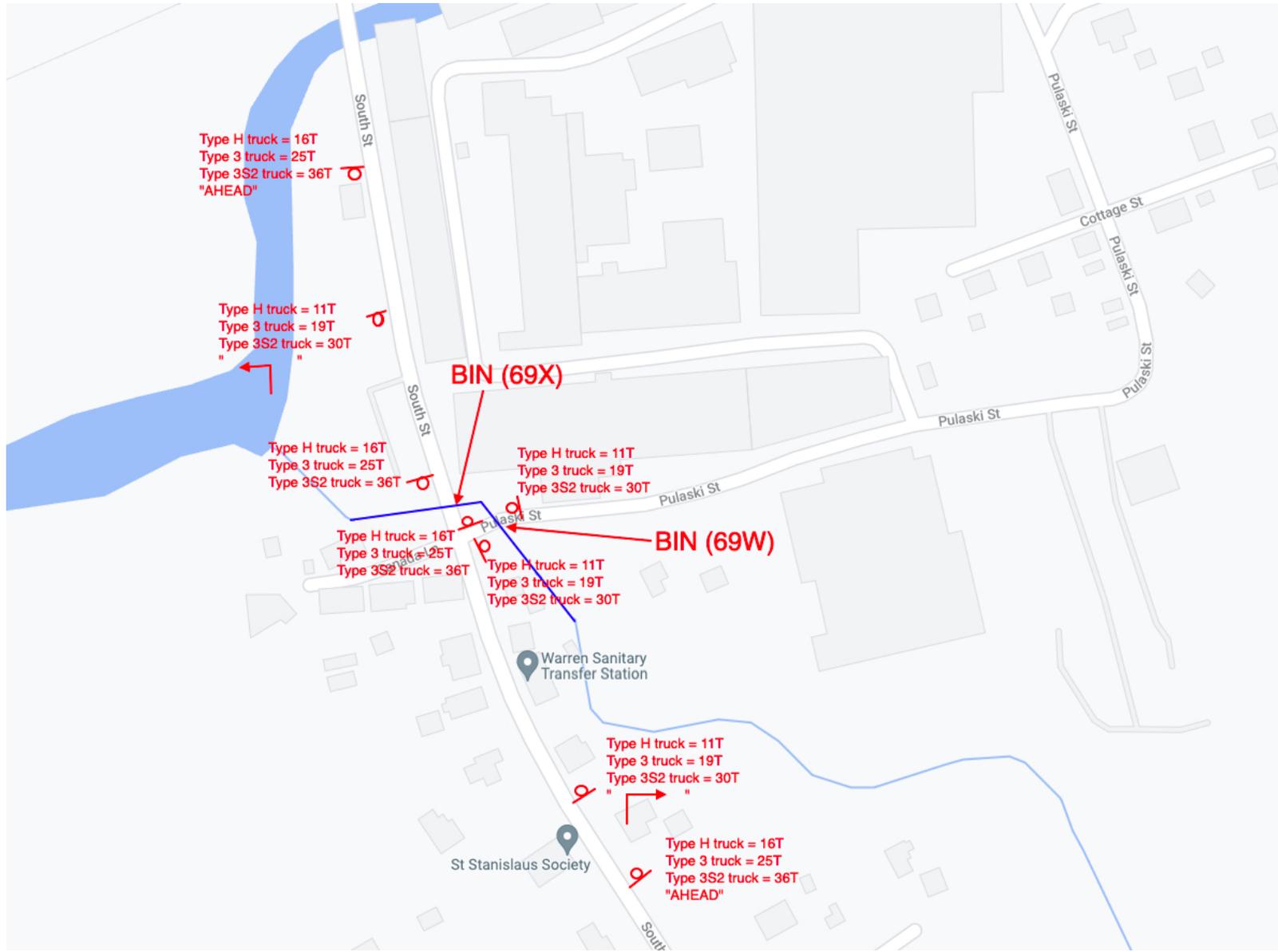
SKETCHES



Sketch 3: Cross Section

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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SKETCHES



Sketch 4: Weight Posting Signs

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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SKETCHES

Note:

1. coordinates originate at the end of the web on top of the bottom flange
2. opposite face is encased in concrete to the face of the Breastwall

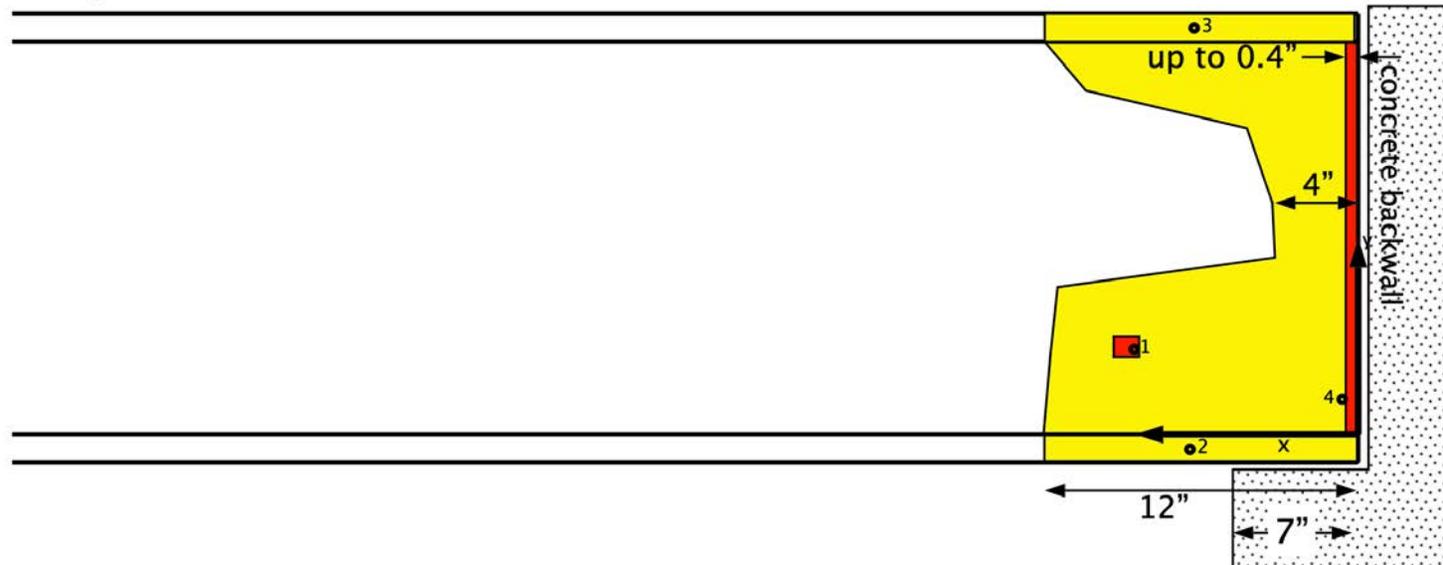
Per AICS Rolled Shapes 1953:

CB 10x21 Web = 0.23" thick

Flanges = 6" wide x 0.322" thick

■ = section loss

■ = rust hole



Point	(x)	(y)	thickness remaining	notes (z)
1	7.5"	2"	0.0"	0.5" diameter rust hole
2	6"	NA	knife edge	6" wide
3	6"	NA	knife edge	6" wide
4	0"	1	knife edge	6" high

Sketch 5: Beam 1, east end, rust hole

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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SKETCHES

Note:

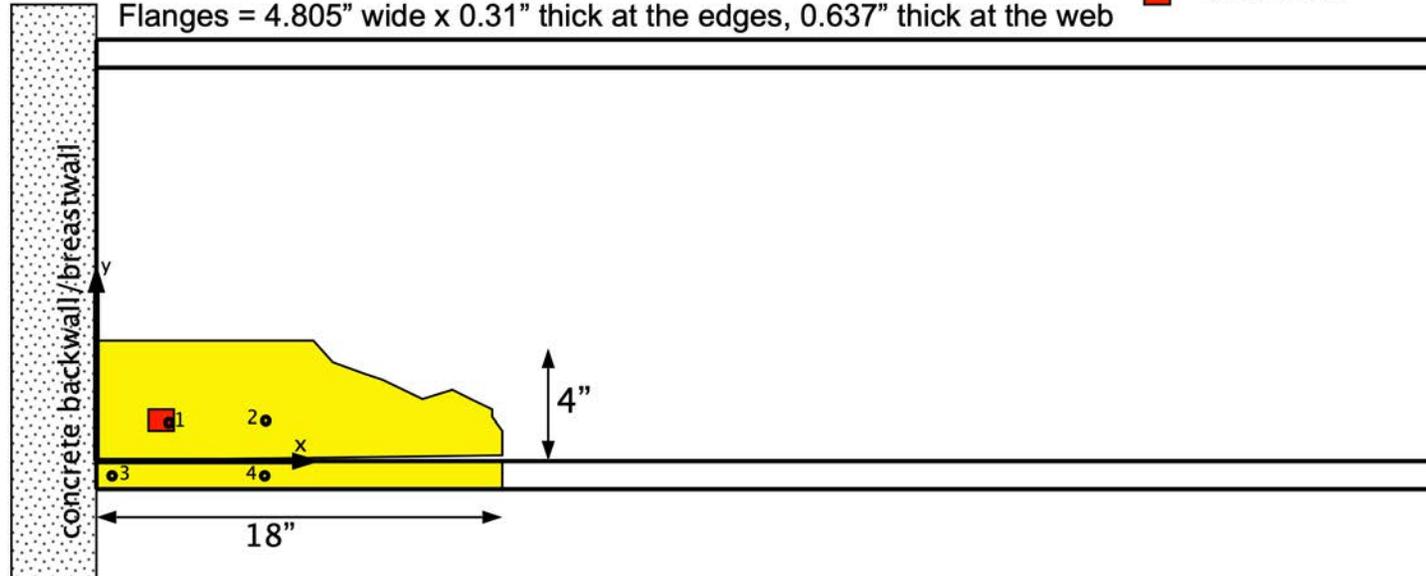
1. coordinates originate at the end of the web on top of the bottom flange
2. beam end is encased into the concrete backwall, flush with the face of the breastwall

Per AICS Rolled Shapes 1953:

S 10x30 Web = 0.455" thick

Flanges = 4.805" wide x 0.31" thick at the edges, 0.637" thick at the web

=section loss
 =rust hole



Point	(x)	(y)	thickness remaining	notes (z)
1	1"	1"	0.0"	0.25" diameter
2	6"	1"	0.3"	
3	0"	NA	knife edge	4.8" wide
4	6"	NA	0.2"	4.8" wide

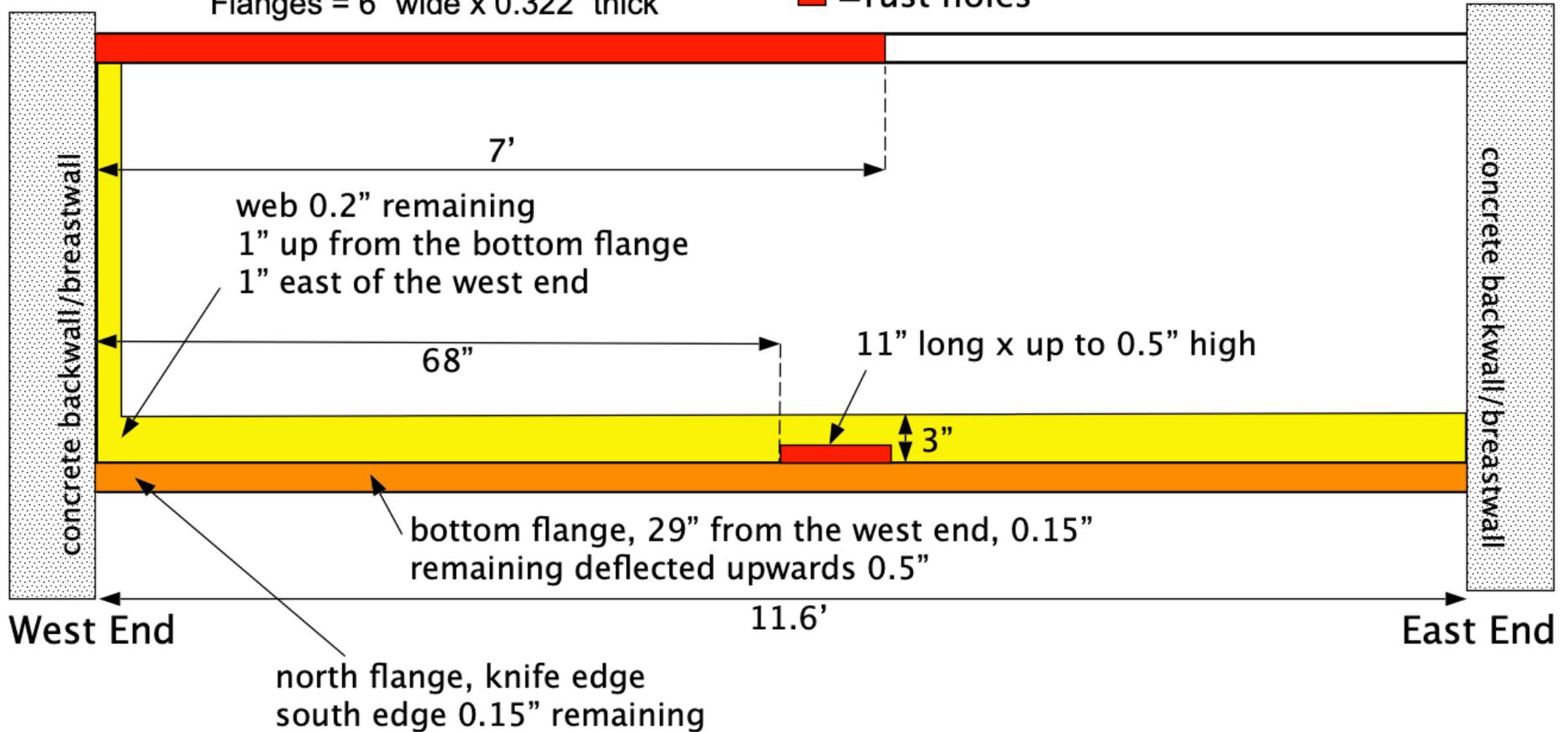
Sketch 6: Beam 2, east end, rust hole

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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SKETCHES

Per AISC Rolled Shapes 1953:
 CB 10x21 Web = 0.23" thick
 Flanges = 6" wide x 0.322" thick

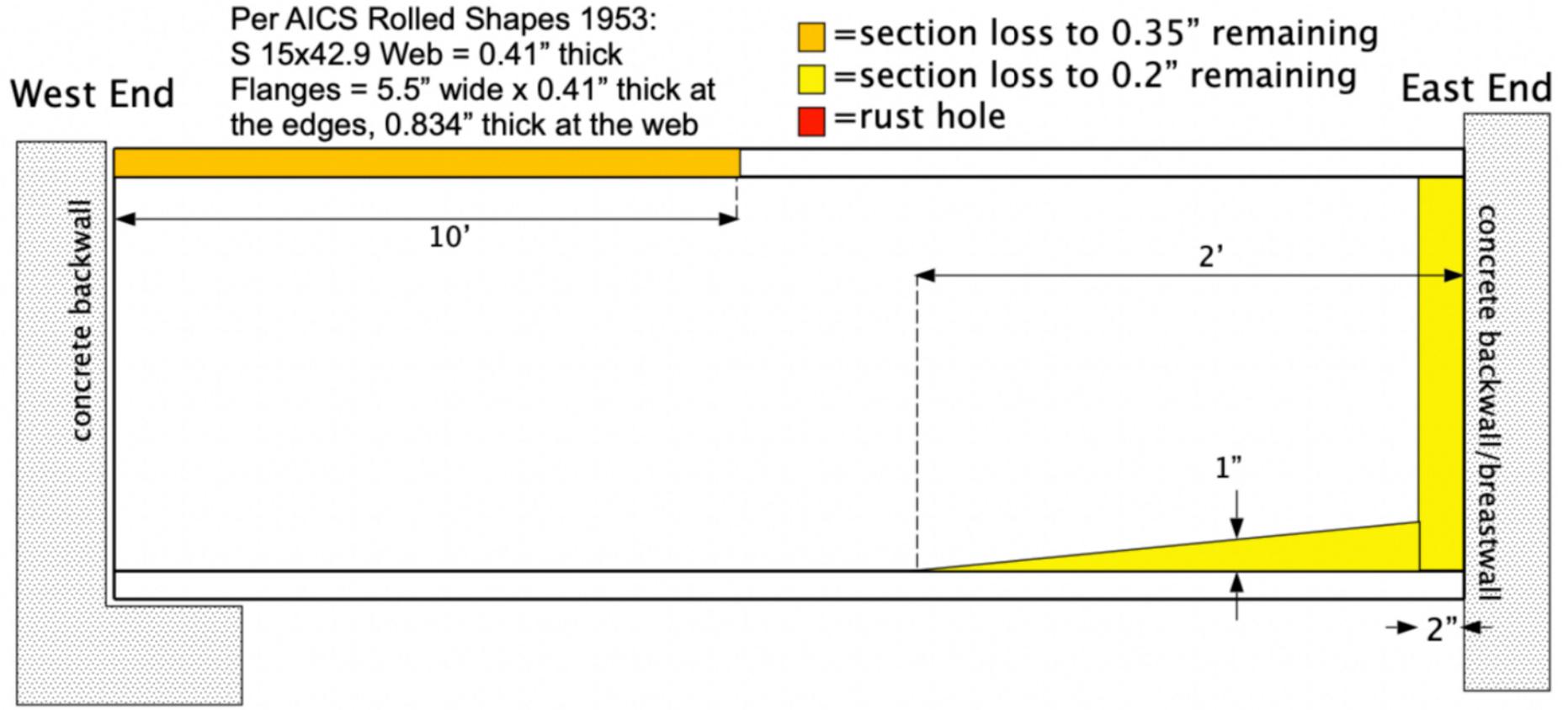
- = section loss to 0.2" remaining
- = section loss to 0.15" remaining
- = rust holes



Sketch 7: Beam 5, east end, rust holes

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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SKETCHES



Sketch 8: Beam 10, east end, section loss

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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PHOTOS

Photo 1: Wearing Surface, south half has cracks. South Railbase is broken, railing system has no support.



Photo 2: Wearing Surface, north side has exposed deck, cracks, and patches.

CITY/TOWN
WARRENB.I.N.
69WBR. DEPT. NO.
W-07-0058.-STRUCTURE NO.
W07005-69W-MUN-BRIINSPECTION DATE
NOV 17, 2025**PHOTOS**

Photo 3: Deck Underside, Bays 5 & 6 have spalls exposed rusted rebar. Beam 6 on right shown with no web.



Photo 4: North side of the Deck has separated from Beam 10. Northeast Embankment Wall, base stones are shifted toward channel.

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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PHOTOS

Photo 5: S-I-P Forms in Bays 4 & 5 have rust holes adjacent Beam 5. Beam 4 has burned holes in the bottom flange.



Photo 6: East Approach, south end has settlement with numerous HMA patches.

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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PHOTOS



Photo 7: Northeast corner of the Deck has undermining.



Photo 8: Beam 1, east end has a rust hole.

CITY/TOWN
WARRENB.I.N.
69WBR. DEPT. NO.
W-07-0058.-STRUCTURE NO.
W07005-69W-MUN-BRIINSPECTION DATE
NOV 17, 2025**PHOTOS**

Photo 9: Beam 2, east end, rust hole.



Photo 10: Beam 5, near midspan, rust holes to the lower web and upper flange.

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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PHOTOS

Photo 11: East Breastwall, south end has undermining.



Photo 12: South Wingwalls have partially fallen into the channel.

CITY/TOWN WARREN	B.I.N. 69W	BR. DEPT. NO. W-07-005	8.-STRUCTURE NO. W07005-69W-MUN-BRI	INSPECTION DATE NOV 17, 2025
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PHOTOS

Photo 13: Northwest Approach railing has a missing section covered with plastic temporary fencing.



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



January 6, 2026

Town of Warren
Town Selectboard
48 High St., P.O. Box 609
Warren, MA 01083

Attn: Jeremy Olson, Highway Surveyor

SUBJECT: SMALL BRIDGE INSPECTION REPORT

W-07-005 (69W)

PULASKI ST / WIGWAM BROOK

Dated: 11/17/25

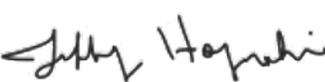
Dear Mr. Olson:

As part of the Massachusetts Bridge Inspection Program, MassDOT – Highway Division now also performs inspections of municipally owned bridges whose spans are between 10 feet and 20 feet.

For your records is a copy of recent bridge inspection field report for the referenced municipally owned bridge. Repair, rehabilitation, or reconstruction of any bridges to address the deficiencies reported is the owner/custodian's responsibility. Chapter 90 funds may be used for these purposes.

Questions regarding the content of the report may be directed to the District Bridge Inspection Engineer, Matthew Barrett, at 857-368-2081.

Sincerely,

 for

Patricia A. Leavenworth, P.E.
District 2 Highway Director

MB/
cc: BIE (2), DHD D-2, DBIE D-2
Enclosure

Town Administrator

From: Nayanny Bello-Paniagua <Nayanny.Bello-Paniagua@nationalgrid.com>
Sent: Monday, January 12, 2026 12:49 PM
Subject: Kickstarting 2026: Important Updates and Opportunities for Your Town

Dear Town Officials,

I hope your 2026 is off to a great start! On behalf of the Customer Engagement Team and National Grid, I want to wish you a productive, prosperous, and amazing year ahead. Thank you for being such a valuable partner to National Grid. Your support and collaboration make our work more impactful, allowing us to deliver the best service to our customers. We are dedicated to offering exceptional customer service to all our municipalities. To achieve this, we will focus on improving our communication and responsiveness to better meet your needs.

Our leadership has encouraged us to reach out to our towns to introduce our Community Liaisons—National Grid employees assigned to each town during storm events. In the upcoming weeks, I will be reaching out to schedule an introductory meeting with your specific Community Liaison. This will be an opportunity to learn more about the substation that feeds your town, as well as feeder numbers. Most importantly, it will allow you to put a name to the face of the person assisting you when Mother Nature changes her agenda.

Finally, I am excited to share some opportunities that towns can take advantage of by applying:

1. **EmPower Massachusetts** offers multiple stages of investment in communities and community-based organizations so that they can explore, develop, and implement program models or projects that provide access to the benefits of clean energy for previously underserved populations. This program has an award potential between \$5,000 and \$150,000. Please find the application and more information [here](#).
2. The **MassEVIP program**, specifically the **Workplace & Fleet Charging Program**, provides incentives for employers and fleet operators to acquire and install Level 1 and Level 2 EV charging stations. Please find more information and the application [here](#).
3. **National Grid** is actively accepting and approving applications for all our current EV programs (MUD, Public & Workplace, and Fleet). We will continue to do so in the order in which the applications are received until program funding is exhausted. Additionally, new rules have been approved regarding stacking incentives exclusively for publicly accessible chargers. This means municipalities can stack funds from common third-party funding sources, such as EVIP, to achieve up to 100 percent coverage in this program. Please find more information and the application [here](#).
4. **National Grid** is committed to system reliability and cost-saving benefits for the electric grid and our customers. This initiative is intended to streamline the interconnection process for Distributed Energy Resources (DERs), enhancing grid reliability and safety. By providing flexible interconnection options, we aim to reduce costs and lead times, supporting a more efficient and sustainable energy system for our communities. Please find more information and the application [here](#).
5. One-time transfers for Net Metering Credits are still available to reallocate credits more evenly among your accounts. Please reach out to me to start the process.

Cheers to a successful year ahead,

Nayanny

Nayanny Bello, MPA

Lead Community Engagement Manager

Corporate Affairs, Massachusetts Jurisdiction

nationalgrid

Nayanny.Bello-Paniagua@nationalgrid.com

[Cell: 617-455-5474](tel:617-455-5474)

939 Southbridge St, Worcester MA 01610
nationalgridus.com

Please visit <https://ngus.force.com/electric/s/> to enter or check the status of your National Grid Work Request online!

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TOWN OF WEST BROOKFIELD
2 East Main Street
West Brookfield, MA 01585



Theresa A. Cofske
Town Administrator

508-867-1421 x329
tcofske@wbrookfield.com

January 9, 2026

Board of Selectmen
Town of Warren
48 High Street
P. O. Box 609
Warren, MA 01083-0609

RE: Fire/ EMS Department Resources

Dear Members of the Warren Board of Selectmen,

Thank you for your letter and for the continued support the Town of Warren has provided to West Brookfield over the past several weeks. Your willingness to step in during a challenging transitional period has not gone unnoticed, and we are sincerely grateful for the above and beyond assistance your team has offered.

At this time, we must respectfully decline the invitation to attend a meeting on January 15th or January 29th. However, we would like to take this opportunity to address the concerns raised in your correspondence and provide clarity regarding our current operations.

Regarding daily operations, the West Brookfield Fire Department is presently under the leadership of Interim Fire Chief Dennis Letendre. Chief Letendre has assumed responsibility for overseeing day-to-day functions and ensuring that essential services continue without interruption. Also, the Town of West Brookfield is actively seeking qualified candidates to fill the permanent Fire Chief position, and that process is currently underway.

With respect to staffing, we recognize, as do many on-call departments, that daytime coverage can be challenging due to the nature of volunteer availability and the fact that most members hold full-time daytime employment. Despite these common constraints, the West Brookfield Fire Department has been able to respond to the majority of calls on a consistent basis.

Additionally, now that Interim Chief Letendre has had time to evaluate our operational structure, he is actively developing a revised response process. This new approach is intended to reduce the number of incidents requiring assistance from the Town of Warren, while still ensuring that both communities maintain strong mutual-aid partnerships.

We value the collaborative relationship between our towns and appreciate Warren's readiness to assist when needed. Please extend our thanks to your department and staff for their continued professionalism and support.

If further discussion becomes necessary as Chief Letendre finalizes his operational recommendations, we will be sure to reach out.

Sincerely,

A handwritten signature in cursive script that reads "Theresa A. Cofske".

Theresa A. Cofske
Town Administrator

Cc: Warren Town Administrator
West Brookfield Board of Selectmen

OFFICE OF THE TOWN ADMINISTRATOR