



CITY OF NEW BEDFORD
AMERICAN RESCUE PLAN ACT
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUNDS
SUBAWARD AGREEMENT

DATE	April 26, 2024	CONTRACT #	22130143-2
INDIRECT COST RATE (Include in Total Award Amount Above)	N/A		
SUBAWARD PERIOD OF PERFORMANCE START AND END DATE	April 26, 2024 – December 31, 2026		
BUDGET START AND END DATE	March 3, 2021 – June 1, 2026		
AMOUNT OF FEDERAL FUNDS OBLIGATED TO SUBRECIPIENT THROUGH THIS AWARD	\$2,250,000		
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT BY THE CITY OF NEW BEDFORD, INCLUDING THIS SUBAWARD	\$2,250,000		

SUBRECIPIENT LEGAL NAME	Research & Robotics, Inc.		
SUBRECIPIENT ADDRESS	1265 Purchase Street, New Bedford, MA 02740		
SUBRECIPIENT UNIQUE ENTITY IDENTIFIER (SAM)	N9BADJLJ4UE4		
PASS-THROUGH ENTITY	City of New Bedford		
AWARDING OFFICIAL	Mayor Jon Mitchell		
FEDERAL AWARDING AGENCY	United States Department of Treasury		
FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)	SLFRF1067	FEDERAL AWARD DATE	05/10/2021
CONTACT PERSON FOR CITY OF NEW BEDFORD	Christina Connelly	TITLE	Chief Operating Officer
EMAIL	christina.connelly@newbedford-ma.gov	PHONE NUMBER	508-949-1410

PROJECT NAME	Research & Robotics Vacant Building Rehabilitation
PROJECT LOCATION	1265 Purchase Street, New Bedford, MA 02740
PROJECT DESCRIPTION	The project consists of the rehabilitation of a vacant former glass factory into a center for robotics research, STEAM education, and entrepreneurship. The project will rehabilitate four buildings on a single site, all to support the City's students and technology-focused startup community.
CONTACT PERSON FOR R&R	Mark Parsons, Executive Director, mark.parsons@researchandrobotics.org
ASSISTANCE LISTING NUMBER AND TITLE	21.027: Department of the Treasury (TREAS)/Coronavirus State and Local Fiscal Recovery Fund
RESEARCH AND DEVELOPMENT	No

WHEREAS, the City of New Bedford, Massachusetts (“City”) is the recipient of a grant made available under the American Rescue Plan Act (“ARPA”) of 2021, Pub. L. No. 117-2, federal award number SLFRP1067 (“City Award”) from the United States Department of Treasury (“Treasury”);

WHEREAS, the City is bound by the rules and limitations of the American Rescue Plan Act State and Local Fiscal Recovery Fund (“SLFRF”) in connection with the City Award;

WHEREAS, the final rule implementing ARPA and the SLFRF (“Final Rule”) permits a recipient such as the City to expend ARPA funds on capital expenditures and other services to address vacant or abandoned properties in a disproportionately impacted community; see CFR Part 35.6(b)(3)(ii)(A)(11)(iv) and pages 133-39 of the Supplementary Information to the Final Rule;

WHEREAS, the Final Rule presumes that households and populations residing in a qualified census tract are disproportionately impacted by the public health emergency or its negative economic impacts; see CFR Part 35.6(b)(2)(iii)(A);

WHEREAS, Research & Robotics, Inc. (“Subrecipient”) sought ARPA funds from the City to rehabilitate a property, the former Glazer Glass factory buildings located on Purchase Street in New Bedford (the “Property”), all four of which have been vacant for approximately two and a half (2½) years and which are located in a Qualified Census Tract;

WHEREAS, the City decided to award Subrecipient a Subaward from the City Award for the purpose of acquiring and rehabilitating the Property;

WHEREAS, Subrecipient is receiving funds from a number of other sources (collectively, the “Lenders”) in connection with the Property, including a bank loan and Subrecipient equity;

WHEREAS, the purpose of this Subaward Agreement (“Agreement”) is to set forth the terms and conditions of the Subaward;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound thereby, hereby agree as follows:

Article I. Overview

Section 1.1. Parties. The parties to this agreement are the City of New Bedford (“City”), a municipal corporation, duly organized and in existence under the laws of the Commonwealth of Massachusetts, with its principal office and place of business at City Hall, 133 William Street, in the City of New Bedford, County of Bristol, and Commonwealth of Massachusetts, and Research & Robotics, Inc. (“Subrecipient”), a domestic nonprofit corporation, duly organized and in existence under the laws of the Commonwealth of Massachusetts, with its principal

office and place of business at 1265 Purchase Street, New Bedford, MA 02740, County of Bristol, and Commonwealth of Massachusetts.

Section 1.2. Definitions.

- (a) The definitions in 2 CFR 200.1 are hereby incorporated into this Agreement.
- (b) “Project” means the Subrecipient’s plan to rehabilitate the Property, as further described in Section 2.1, “Project Description,” the Subrecipient’s application, and all other plans, proposals, and designs incorporated herein, if any.
- (c) “Eligible Project Costs” means expenditures authorized by the Budget, as defined in Section 3.2 hereof, or for expenditures otherwise authorized by the City in writing.
- (d) “Subaward Funds” means payments made by the City to the Subrecipient from the City Award pursuant to this Agreement for Eligible Project Costs.
- (e) “Lenders” means the following entities that are providing additional funds to the Subrecipient in connection with the Property and whose names and contact information are contained in Exhibit A: Bay Coast Bank; owner equity; foundation funds; state and philanthropy sources.
- (f) “Disbursement Request” is a request for release of Subaward Funds submitted by the Subrecipient to the City in a form acceptable to the City.

Section 1.3. Roles. For purposes of this Agreement, the City serves as a pass-through entity, and the beneficiaries of the Subaward are the households and communities in the qualified census tract in which the Property is located that were disproportionately impacted by the pandemic.

Section 1.4 Incorporation of Funding Application and Loan Documents. The Subrecipient’s application for ARPA funding, attached as Exhibit B.

Section 1.5. Subaward Performance Start Date and Performance End Date. The Subaward Performance Start Date is the date of the last signature to this Agreement, and the Subaward Performance End Date is December 31, 2026. Certain provisions of this Agreement shall extend past the Subaward Performance End Date, both by virtue of this Agreement and/or operation of law, including, but not limited to, the provisions hereof concerning post-closeout procedures; real property obligations; further assurances; insurance; records retention and inspection; indemnification; program income; remedies for breach.

Section 1.6 Terms of City Award. The City Award is attached hereto as Exhibit C and incorporated herein. Subrecipient acknowledges that it must comply with the terms and conditions of the City Award. 2 CFR Part 200.101(b)(2). For ease of reference, the City has set

forth some of the terms and conditions of the City Award in this Agreement; however, Subrecipient acknowledges that Subrecipient must become familiar and comply with all applicable terms and conditions of the City Award, including those applicable terms and conditions not specifically referenced in this Agreement.

Section 1.7 ARPA and Final Rule. Subrecipient acknowledges that it must comply with ARPA, the Final Rule implementing the SLFRF under ARPA, 30 CFR Part 35 (“Final Rule”) in connection with the Subaward, and any United States Department of Treasury guidance (“Treasury Guidance”) concerning ARPA funding. Treasury Guidance is often released in the form of Frequently Asked Questions; the most recent guidance is available at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>

Section 1.8 Uniform Guidance. Subrecipient acknowledges that the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”), 2 CFR Part 200, apply to this Subaward and that Subrecipient must comply with applicable provisions of the Uniform Guidance in connection with the Subaward. For ease of reference, the City has set forth some of the Uniform Guidance’s requirements in this Agreement; however, Subrecipient acknowledges that Subrecipient must become familiar and comply with all applicable provisions of the Uniform Guidance, including those applicable provisions not specifically referenced in this Agreement.

Section 1.9 Compliance with Changing Regulations and Guidance. Subrecipient acknowledges that the federal and state governments might issue additional or different guidance and/or requirements that affect this Subaward. Subrecipient agrees that it will comply with such additional or different guidance and/or requirements.

Section 1.10 Further Assurances. Subrecipient agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

Section 1.11 Universal Identifier and System for Award Management (SAM). Subrecipient must obtain and provide to the City a unique identifier assigned by the System for Award Management (“SAM”), which is accessible at www.sam.gov.

Article II. Scope of Funded Activities

Section 2.1 Project Description. Subrecipient will acquire and rehabilitate the Property, which has been vacant for more than two (2) years. The project includes the acquisition of the vacant property, environmental testing including lead detection, removal or remediation of environmental hazards including lead and asbestos, demolition and removal of defunct and/or contaminated equipment and materials, securing the building envelope, including the replacement of exterior doors and windows, and outfitting of the Property for the purpose of Subrecipient’s conversion of the Property into a center for robotics research and

entrepreneurship.

Section 2.2 Scope of Work. The Scope of Work funded by this Subaward shall include any of the following activities: environmental assessment and remediation services; property appraisal fees; legal and permitting fees; recording fees; title search; costs for insurance required by this Agreement; demolition work; securing the building envelope; architectural, engineering, and project and construction management soft costs; and outfitting of the Property for the purpose of Subrecipient's conversion of the Property into a center for robotics research and entrepreneurship. Any changes to the Scope of Work must be approved in writing by the City prior to implementation of those changes. Subrecipient shall not receive any Subaward Funds for work that is outside the Scope of Work. Subrecipient must commence work within one (1) year of the Subaward Performance Start Date and must complete all work within the Scope of Work no later than the Subaward Performance End date, unless the City grants an extension in writing.

The construction schedule, hereinafter referred to as the Project Schedule, shall be as follows:

- As stated in Exhibit B, with changes approved by the City in writing.

Section 2.3 Insurance. Subrecipient shall maintain a Comprehensive General Liability policy, containing both bodily injury and property damage coverage, on an occurrence basis endorsed to include broad form comprehensive general liability with a combined single limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, from the Commencement Date to at least six (6) years after the date that work funded by this Agreement is completed. The policy shall be written on primary and non-contributory basis. The policy shall name the City and its officers, agents, servants, employees, and consultants as additional insured parties. In addition, consistent with 2 CFR Part 200.310, Subrecipient shall provide the equivalent insurance coverage for the Property that it provides to other real property owned by Subrecipient. Subrecipient shall also comply with any additional insurance provisions contained in Appendix B.

Section 2.4 Real Property. Subrecipient must comply with 2 CFR Part 200.311 concerning the use and disposition of real property acquired or improved under a federal award. As such, Subrecipient must obtain instructions from the City if it seeks to encumber or dispose of the Property. Such instructions will provide for one of the following alternatives: (1) Subrecipient retaining title after compensating the U.S. Department of Treasury; (2) Subrecipient selling the Property and compensating the U.S. Department of Treasury; or (3) Transferring title to the United States Department of Treasury or to a third party designated by the United States Department of Treasury.

Section 2.5 Title to and Use of Property

- (a) Title to all Property financed under this award vests in the Subrecipient upon acquisition unless otherwise specified in this award. Subrecipient shall comply with 2 CFR Part 200

Subpart D - Property Standards, and hold any such Property in trust as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

- (b) Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by the City using ARPA funds:
- a. "Equipment" means tangible nonexpendable personal property (including information technology systems) having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit. However, consistent with the Subrecipient's policy, lower limits may be established with the City's approval.
 - b. "Supplies" means tangible personal property excluding equipment. A computing device is a supply if the acquisition cost is less than \$5,000 per unit.
 - c. "Real Property" means land, including land improvements, structures, and appurtenances, including permanent fixtures.
 - d. "Intangible Property" includes, but is not limited to, intellectual property, such as trademarks, copyrights, patents and patent applications, and debt instruments, such as bonds, mortgages, leases, or other agreements between a lender and a borrower.
- (c) The Subrecipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:
- a. The Subrecipient must use the Property for the program for which it was acquired, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of the City. One (1) lien provided as part of Subrecipient's securing of a commercial loan before June 30, 2025 shall be allowed without City approval; provided, however, that no loan terms shall conflict with the terms of this Agreement nor collateralize any funding provided pursuant to this Agreement.
 - b. When the Property is no longer needed for the program for which it was acquired during the period of this award, the Subrecipient must contact the City and receive the City's approval for any change in use or disposition consistent with 2 CFR Part 200 Subpart D - Property Standards.

(d) The Subrecipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:

- a. Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.
- b. A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two (2) years during the period of this award.
- c. A control system must be in effect to maintain the Property and ensure adequate safeguards to prevent loss, damage, or theft of the Property. The Subrecipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented, and the recipient must promptly notify the City. The Subrecipient may be liable where insurance is not sufficient to cover losses or damage.

(e) Upon completion of this award, the Subrecipient must submit to the City a property report of the following types of Property.

- a. All equipment that has a per unit current fair market value at the end of this award of \$5,000 or more.
- b. New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more.
- c. Real or intangible property, of any value.

(f) While in its custody and control, the Subrecipient must follow the provisions above for protection and maintenance of the Property, and provide the City with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the City.

(g) Section 2.5 must be included in all subawards and contracts.

Section 2.6 Property Trust Relationship. Subrecipient acknowledges that 2 CFR Part 200.316 and 2 CFR Part 200.311 apply to this Subaward. Subrecipient agrees to record sufficient notice of such at the Bristol County Registry of Deeds, Southern District in a form mutually agreed to by the Subrecipient and City.

Section 2.7 Acknowledgment/Publications. Subrecipient shall display a banner at the construction site until the Project is completed. This banner shall contain the image of the completed project and acknowledgment of the ARPA funding. Other funders, the project proponents, and other relevant project information may also be included on the banner. Any publications produced with funds from this Subaward must display the following language: “This project is supported, in whole or in part, by a U.S. Department of Treasury Coronavirus State Fiscal Recovery Fund award (federal award number SLFRP1067) to the City of New Bedford.”

Article III. Subaward Payments

Section 3.1 Subaward. Subject to the terms of this Agreement, the City agrees to award up to \$2,250,000 in Subaward Funds to Subrecipient for the Project. Subrecipient must expend all Project Funds by July 1, 2026 (“Budget End Date”).

Section 3.2 Budget. A budget for the Scope of Work funded by the Subaward (“Budget”) is attached hereto as Exhibit D and is incorporated herein. Subrecipient shall only receive Subaward Funds for Eligible Project Costs. If the City determines that Subrecipient is seeking reimbursement for expenditures that are not Eligible Project Costs, the City may decline to release Subaward Funds to Subrecipient for those expenditures. If Subaward Funds have already been used for expenditures that are not Eligible Project Costs, Subrecipient must repay those Subaward Funds to the City within thirty (30) days of a written demand by the City or within thirty (30) days of Subrecipient’s discovery of the unauthorized expenditure, whichever is sooner. Subrecipient must not transfer allocated funds among cost categories within the Budget without the prior written approval of the City. Subrecipient must expend all Subaward Funds by the Budget End Date, unless the City grants an extension in writing. Consistent with the City Award, Subaward Funds may only pay for expenses incurred during the period that begins on March 3, 2021 and ends on June 1, 2026.

Section 3.3 Disbursement of Subaward Funds/Invoices.

- (a) Subrecipient may request disbursement of Subaward Funds from the City on a monthly basis. At least fourteen (14) days before the date on which a disbursement of Subaward Funds is requested to be made, Subrecipient shall submit a Disbursement Request in a form acceptable to the City specifying the amount of Subaward Funds it is seeking and the Eligible Project Costs that would be paid by the requested Subaward Funds. Each Disbursement Request shall be accompanied by copies of bills, invoices, or other satisfactory documentation of expenses incurred or owing for Eligible Project Costs (collectively, “supporting documentation”). Subrecipient agrees to provide additional supporting documentation upon the City’s request.
- (b) Each Disbursement Request must be sent to all Lenders and contain a certification that it was sent to all Lenders. Any Lender will promptly notify the City of any objection to such Disbursement Request. The City may withhold requested Subaward Funds if a

Lender has objected to the Disbursement Request until such time as all objections by the Lender have been resolved; however, the City may authorize disbursement of Subaward Funds notwithstanding any objection from a Lender.

- (c) Requests for disbursement of Subaward Funds shall not be made by the Subrecipient until the funds are needed for payment of Eligible Project Costs, and the amount of each request shall be limited to the amount needed.
- (d) The City shall not be obligated to disburse any Subaward funds if: (i) the City reasonably determines that the Project is not being satisfactorily completed due to a material deviation in the project schedule or due to a material deviation with respect to the plans and specifications, or otherwise; (ii) any Lender has determined to withhold or materially limit or delay advances under any loan; (iii) a lien or notice of contract has been filed by a contractor, subcontractor or supplier, and such lien or notice of contract has not been released or bonded over to the satisfaction of the City; (iv) the City determines that the Subrecipient has provided insufficient supporting documentation in its Disbursement Request; or (v) the City determines that a Lender has already paid the costs that are the subject of the Disbursement Request and that payment by the City would be duplicative.
- (e) The advance disbursement of funds shall not be deemed an approval or acceptance of any labor, materials, fixtures or other items, or an acknowledgement or waiver by the City of Subrecipient's compliance with the provisions of this Agreement; the Subrecipient, upon written demand by the City, shall promptly cure any defect or default.
- (f) Five percent (5%) of the approved amount of all payments shall be retained by the City ("Retainage Amount") to ensure satisfactory completion of the Project. The City shall disburse, subject to all other provisions of this agreement, the Retainage Amount upon receipt of i) a certificate of substantial completion from the Property Owner's architect and ii) a certificate of occupancy from a duly authorized government official. Pre-award costs, as defined in 2 CFR 200.458, may not be paid with funding from this Subaward.
- (g) If a Disbursement Request includes any amount to make payment(s) to the general contractor and/or to any subcontractor or any other party who would be entitled to the protections of a lien under G.L. c.254, §32 (or any successor statutory provision), the Subrecipient shall provide a partial or final, as the case may be, waiver and subordination of lien instrument from such general contractor, subcontractor and/ or other party in a form that the City requires.
- (h) The City may, in its sole discretion and election, choose to make payments of Eligible Projects Costs directly to vendors with or without any Retainage Amount.

Section 3.4 Availability of ARPA Funds. Subrecipient acknowledges and agrees that the

ARPA funding that is the basis for this Subaward is subject to the control of the Treasury, and ARPA funds may be encumbered, withdrawn, otherwise made unavailable to the City (whether earned by or promised to Subrecipient) by the Treasury. Nothing in this Agreement constitutes a pledging or obligating of City funds to Subrecipient from any other source.

Section 3.5 Program Income. “Program Income” is defined in 2 CFR Part 200.1 in relevant part as “gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance” and includes the rental of real property acquired under Federal awards. Subrecipient acknowledges that it must account for any Program Income earned on or before December 31, 2026 and that it agrees to (a) add any such Program Income to the Subaward and spend it in on the Project for costs that would be allowable under the City Award and the Uniform Guidance, subject to the City’s prior written approval; or (b) to return any such Program Income to the City.

Article IV. Financial Accountability and Grant Administration

Section 4.1 Financial Management System/Internal Controls. Subrecipient must comply with the requirements of 2 CFR Part 200.302, “Financial Management System,” and 2 CFR Part 200.303, “Internal Controls.”

Section 4.2 Federal Payment. Subrecipient must comply with the requirements of 2 CFR Part 200.305, “Federal Payment.”

Section 4.3 Procurement. Subrecipient must comply with Subpart D of the Uniform Guidance, “Procurement Standards,” including, but not limited to, the following provisions:

- (a) 2 CFR Part 200.318, “General procurement standards.”
- (b) 2 CFR Part 200.318(c), concerning conflicts of interest. Subrecipient must maintain written standards of conduct covering conflicts of interest. Subrecipient must disclose in writing to the City any potential conflict of interest affecting the awarded funds, in accordance with 2 CFR 200.112.
- (c) 2 CFR Part 200.319, “Competition.”
- (d) 2 CFR Part 200.320, “Methods of Procurement to be followed.” Subrecipient must document all procurement activities and make the documentation available to the City upon request.
- (e) 2 CFR Part 200.321, “Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.”

(f) 2 CFR Part. 200.322, “Domestic preferences for procurements,” which provides that, “As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).” “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.” “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

(g) 2 CFR Part 200.324, “Contract cost and price.”

(h) 2 CFR Part 200.325, “Federal awarding agency or pass-through review.”

(i) 2 CFR Part 200.326, “Bonding requirements.” If Subrecipient does not obtain the City’s approval of Subrecipient’s bonding policy and requirements, Subrecipient must comply with the minimum requirements in 2 CFR Part 200.326.

Section 4.4 Contract Provisions. Subrecipient’s contracts must contain the provisions described in Appendix II of the Uniform Guidance and contract provisions required by the City Award. A list of required contract provisions and model language for such provisions is attached as Appendix A.

Section 4.5 Reporting. Subrecipient shall have the following reporting obligations:

- (a) Quarterly construction performance reports in a form to be prescribed by the City.
- (b) Annual report on real property, as required by 2 CFR Part 200.330, in a form to be prescribed by the City. Such report shall contain information relating to the use and ownership of the Property.
- (c) Significant developments. As required in 2 CFR Part 200.329(e), Subrecipient must inform the City as soon as it becomes aware of any significant developments, as defined in 2 CFR Part 200.329(e)(1) and (2).

Section 4.6 Records Retention. Consistent with 2 CFR Part 200.334 and the City Award, Subrecipient must retain all records pertaining to this Agreement and the Project, including, but not limited to, procurement documents, financial records, supporting documents, statistical records, and any documents evidencing Subrecipient’s compliance with the provisions of this Agreement and any applicable laws, regulations or guidance, for a period of five (5) years following the date of submission of the final expenditure report or five (5) years following the creation of the record, whichever is later. If any litigation, claim, negotiation, audit or other

action involving the records is commenced prior to the expiration of the five-year retention period, all records must be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. To ensure compliance with 2 CFR Part 200.311, Subrecipient must retain records relating to the acquisition, ownership, and/or improvement of the real property acquired and/or improved by the Subaward in perpetuity, unless the City confirms to the Subrecipient in writing that Subrecipient need no longer retain such records. Subrecipient agrees to retain the aforementioned records or any other records for a longer period than heretofore specified if requested by the City.

Section 4.7 Records Inspection. Consistent with 2 CFR 200.337, the United States Department of Treasury, the Treasury Office Inspector General, the Government Accountability Office, the Comptroller General of the United States, the City, or any of their duly authorized representatives or designees, shall have the right of access to any documents, papers, or other records of Subrecipient that are pertinent to the Subaward in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

Section 4.8 Closeout Procedures. The City will close out the Subaward when it determines that all applicable administrative actions and all required work of the Subaward have been completed by Subrecipient, or the City has terminated the Subaward, whichever occurs first. If Subrecipient fails to complete the requirements, the City will proceed to close out the Subaward with the information available. This section specifies the actions the Subrecipient and City must take to complete this process at the end of the period of performance in accordance with 2 CFR Part 200.344.

- (a) Subrecipient must submit to the City no later than 90 calendar days (or an earlier date as agreed upon by the City and Subrecipient) after the end of the period of performance or the termination date, as applicable, all financial, performance, and other reports as required by the terms and conditions of this Subaward. The City may approve extensions when requested and justified by the Subrecipient, as applicable.
- (b) Unless the City authorizes an extension, the Subrecipient must liquidate all financial obligations incurred under the Subaward no later than 120 calendar days after the end date of the period of performance or termination date, as applicable.
- (c) The City shall make prompt payments to the Subrecipient for costs meeting the requirements in Subpart E of 2 CFR Part 200 of the Subaward being closed out.
- (d) Subrecipient must promptly refund any balances of unobligated cash that the City paid in advance or paid and that are not authorized to be retained by the Subrecipient for

use in other projects. See OMB Circular A-129 and see 2 CFR Part 200.346 for requirements regarding unreturned amounts that become delinquent debts.

- (e) Consistent with the terms and conditions of this Subaward, the City must make a settlement for any upward or downward adjustments to the Federal share of costs after closeout reports are received.
- (f) The Subrecipient must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 CFR Part 200.310 through 316 and 330.
- (g) If the Subrecipient does not submit all reports in accordance with this section within one year of performance end date or termination date, as applicable, the Federal awarding agency (i.e., the United States Department of Treasury) must report the Subrecipient's failure to comply with the terms and conditions of the Subaward with the OMB-designated integrity and performance system (currently FAPIIS). Federal awarding agencies may also pursue other enforcement actions per 2 CFR Part 200.339.

Section 4.9 Post-closeout Adjustments and Continuing Responsibilities. The closeout of the Subaward does not affect any of the following:

- (a) The right of the City to disallow costs and recover funds on the basis of a later audit or other review. The City must make any cost disallowance determination and notify the Subrecipient within the record retention period.
- (b) The requirement for the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions, including final indirect cost rate adjustments.
- (c) The ability of the City to make financial adjustments to a previously closed award, such as resolving indirect cost payments and making final payments.
- (d) Property management and disposition requirements in 2 CFR Part 200.310-16.
- (e) Records retention requirements under this Subaward and 2 CFR Part 200.334-37.

Article V. Additional Legal Requirements

Section 5.1 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Subrecipient is prohibited from obligating or expending loan or grant funds to (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As

described in Public Law 115-132, section 889, covered telecommunications equipment is telecommunication equipment produced by Huawei Technologies or ZTE Corporation (or any subsidiary or affiliate of such entities).

Section 5.2 Federal Funding Accountability and Transparency Act.

Subrecipient must report to the City the total compensation of each of Subrecipient's five most highly compensated executives for the Subrecipient's preceding completed fiscal year if

- (a) in the Subrecipient's preceding fiscal year, Subrecipient received (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and subawards) and, (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal assistance subject to the Transparency Act (and subawards); and
- (b) the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986.

Section 5.3 Whistleblower Protection.

- (a) In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons below information that the employee reasonably believes is evidence of gross mismanagement of a federal agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal agreement (including the competition for or negotiation of an agreement) or grant.
- (b) The list of persons and entities referenced in the paragraph above includes the following: a member of Congress or a representative of a committee of Congress; an Inspector General; the Government Accountability Office; a Treasury employee responsible for agreement or grant oversight or management; an authorized official of the Department of Justice or other law enforcement agency; a court or grand jury; a management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- (c) Subrecipient must inform its employees in writing of the rights and remedies provided under this section, in the predominant language of the workplace.

Section 5.4 Suspension and Debarment.

- (a) Due to its receipt of the City Award, the City is a participant in a nonprocurement transaction (defined at 2 CFR Part 180.970) that is a covered transaction pursuant to 2 CFR Part 180.210 and 31 CFR Part 19.210. Therefore, this Subaward is a lower-Tier covered transaction for purposes of 2 CFR Part 180 and 31 CFR Part 19 if (1) the amount of this Subaward is greater than or equal to \$25,000 (2 CFR Part 180.220(b)(1); 31 CFR Part 19.220(b)(1); (2) the Subaward requires the consent of an official of the United States Department of Treasury (2 CFR Part 180.220(b)(2); 31 CFR Part 19.220(b)(2)); or (3) this Subaward is for federally required audit services (2 CFR Part 180.220(b)(3); 31 CFR Part 19.220(b)(3)).
- (b) If this Subaward is a covered transaction as set forth in subsection (a) above, Subrecipient hereby certifies that as of the date hereof that Subrecipient, Subrecipient's principals (defined at 2 CFR part 180.995), and the affiliates (defined at 2 CFR Part 180.905) of both Subrecipient and Subrecipient's principals are not excluded (defined at 2 CFR Part 180.935) and are not disqualified (defined at 2 CFR Part 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 CFR Part 19.120(a), (1) this Agreement must be void; (2) City must not make any payments of federal financial assistance to Subrecipient, and (3) the City must have no obligations to Subrecipient under this Agreement.
- (c) Subrecipient must comply with 2 CFR Part 180, Subpart C and 31 CFR Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it enters. Model language is located at Appendix A. This certification is a material representation of fact relied upon by the City, and all liability arising from an erroneous representation must be borne solely by Subrecipient.
- (d) If it is later determined that Subrecipient did not comply with 2 CFR Part 180, Subpart C and 31 CFR Part 19, in addition to remedies available to the City, the federal government may pursue available remedies, including, but not limited to, debarment.

Section 5.5 New Restrictions on Lobbying.

- (a) Subrecipient certifies to the City, and Subrecipient must cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Subrecipient must, and must cause each Tier below it, to disclose any lobbying with non—federally appropriated funds that takes place in connection

with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 CFR Part 21, Appendix A), must be forwarded from Tier to Tier up to the City, which will in turn forward the certification(s) to Treasury. Subrecipient must cause the language of this subsection (a) to be included in all subawards, contracts, and subcontracts. This certification is a material representation of fact upon which the City has relied when entering this Agreement, and all liability arising from an erroneous representation must be borne solely by Subrecipient.

- (b) Subrecipients or contractors that bid or apply for a subaward or contract exceeding \$100,000 (including this Subaward, if applicable) also must file with the City the certification in Appendix A, which is attached hereto and incorporated herein.
- (c) Subrecipient must also cause any subcontractor with a subcontract (at any Tier) exceeding \$100,000 to file with the Tier above certification in Appendix A, which is attached hereto and incorporated herein.

Section 5.6 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601-4655 (“Uniform Relocation Assistance Act”) and implementing regulations.

Subrecipient shall be responsible for complying with any and all obligations of the Uniform Relocation Assistance Act that arise in connection with the Project and for all associated expenses resulting from such compliance.

Section 5.7 Applicability of Statutes and Regulations Prohibiting Discrimination.

Subrecipient must comply with the following statutes and regulations prohibiting discrimination applicable to this award:

- (a) Title IV of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- (b) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- (e) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Section 5.8 Civil Rights Assurances.

Subrecipient, or the successor, transferee, or assignee of Subrecipient, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d et seq., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.

Article VI. Breach, Termination, and Suspension of Agreement

Section 6.1 Breach/Termination.

- (a) Breach. The Subrecipient shall be considered to have breached this Agreement if it fails to comply with the terms and conditions of this Agreement, including, but not limited to, by violating any laws, regulations, or guidance applicable to the Subaward; by failing to meet the milestones in the Project Schedule; and/or by failing to complete the Project by the end of the Subrecipient Performance End Date. For purposes of this provision, completion of the Project means: substantial completion of all work contained in the Scope of Work and all tasks contained in the Project Schedule. If the City determines that the Subrecipient has breached this Agreement, the City may take one or more of the following actions, either during or after the Period of Performance, as applicable:
 - (1) Impose additional conditions, as described in 2 CFR Part 200.208.
 - (2) Temporarily withhold Subaward Funds pending correction of the deficiency by Subrecipient or more severe enforcement action by the City.
 - (3) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - (4) Suspend or terminate this Agreement, in whole or in part.

- (5) Demand and receive repayment of Project Funds disbursed to Subrecipient thus far.
 - (6) Recommend the initiation by Treasury of suspension or debarment proceedings authorized under 2 CFR Part 180 and other federal regulations.
 - (7) Pursue any other remedies available to it in law and equity.
- (b) Other Termination Provisions. In addition to the City terminating the Agreement because of the Subrecipient's breach, the Agreement may be terminated in the following ways:
- (1) By the City, to the greatest extent authorized by law, if the Subaward no longer effectuates the ARPA goals or Treasury priorities or if the City's ARPA funding is no longer available.
 - (2) By the City with the consent of the Subrecipient, in which case the two parties shall agree upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.
 - (3) By the Subrecipient upon sending to the City written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the City determines in the case of partial termination that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the City may terminate the Subaward in its entirety and seek and receive payment of any Subaward Funds paid to Subrecipient thus far.
 - (4) By the City pursuant to any termination provisions included in the City Award.
- (c) City's remedies cumulative. All of the City's remedies in this section shall be deemed cumulative, and to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the City may have available to it.

When a Subaward is terminated or partially terminated, both the City and Subrecipient remain responsible for compliance with the closeout procedures described in Sections 4.8 and 4.9 of this Agreement and under 2 CFR Part 200.344 and 345.

Section 6.2 Effects of Suspension and Termination on Allowability of Costs.

Costs to the Subrecipient resulting from financial obligations incurred by the Subrecipient during a suspension or termination of the Subaward are not allowable unless the City expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or termination are allowable if:

- (a) The costs result from financial obligations which were properly incurred by the Subrecipient before the effective date of suspension or termination, were not in anticipation of it; and
- (b) The costs would be allowable if the Subaward was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

Section 6.3 City's Legal Expenses. In the event the City is required to take legal action to enforce this Agreement, the Subrecipient shall be liable for all costs incurred or expended by the City for such enforcement, including, but not limited to, reasonable attorney's fees and court costs.

Section 6.4 Entity Dissolution. Upon the dissolution of the Subrecipient, assets acquired and/or improved pursuant to this Agreement shall be distributed for one or more exempt purposes within the meaning of IRC Section 501(c)(3), or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to the Commonwealth of Massachusetts, or to the City of New Bedford, for a public purpose. The provisions of this section shall survive the termination of this Agreement, and the obligations of Subrecipient hereunder shall apply even after the termination of this Agreement.

Article VII. General Conditions.

Section 7.1 False Statements. Subrecipient understands that making false statements or claims in connection with this award may be a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Section 7.2 Disclaimer.

- (a) The City expressly disclaims all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Subaward or any other losses resulting in any way from the performance of this Subaward or any contract or subcontract under this Subaward.
- (b) The acceptance of this Subaward by Subrecipient does not in any way establish an agency relationship between the City and Subrecipient.

Section 7.3 Compliance with Applicable Laws, Regulations, Ordinances, and Guidance. The Subrecipient must comply with all applicable federal, state, and City laws, regulations, ordinances, and guidance. The citation of specific laws, regulations, ordinances, and guidance in this Agreement does not mean that other laws, regulations, ordinance, and guidance are not

applicable to this Agreement. Subrecipient hereby certifies that it has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Section 7.4 Permits and Licenses. Subrecipient must obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by this Agreement.

Section 7.5 Indemnification.

Subrecipient agrees to defend, indemnify, and hold harmless the City and all of its departments, officers, and agents (collectively, “Indemnified Persons”) from and against any and all claims, demands, causes of action, losses, costs, damages, expenses, judgments, and liabilities of whatever nature (collectively, “Losses”) relating to or arising out of the Project and/or the Subaward, provided that no indemnification must be required of an Indemnified Person to the extent that such Losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person.

The provisions of this section shall survive the termination of this Agreement, and the obligations of Subrecipient hereunder shall apply to Losses whether asserted prior to or after the termination of this Agreement. In the event of failure by the Subrecipient to observe the covenants, conditions, and agreements contained in this section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Subrecipient under this section. The obligations of Subrecipient must not be affected by any assignment or other transfer by the Subrecipient of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer.

Section 7.6 Assignment; Transfer of Ownership. This Agreement may not be assigned by the Subrecipient without City’s prior written consent, which the City may withhold in its sole discretion. The City reserves the right to terminate this Agreement by written notice in the event of a sale or transfer of ownership in the Subrecipient’s business entity, however constituted. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Section 7.7 Successors and Assigns. The City and Subrecipient each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

Section 7.8 Waivers and Amendments. A waiver by either the City or Subrecipient of any breach of this Agreement must be in writing. Such a waiver must not affect the waiving party’s

rights with respect to any other or further breach. Forbearance or indulgence of a breach of this Agreement in any form or manner by either the City or Subrecipient must not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. This Agreement can be amended only by written amendment, executed by the same person or persons holding the same position as the persons who signed the original Agreement on behalf of the parties hereto, and attached to the original signed copy of the Agreement.

Section 7.9 Representations. In entering into this Agreement, the City and Subrecipient have relied only upon the representations set forth herein. No verbal warranties, representations, or statements must be considered a part of this Agreement or a basis upon which the City or Subrecipient relied in entering into this Agreement. No statements, representations, warranties, or understandings, unless contained herein, exist between the City and Subrecipient.

Section 7.10 Entire Agreement. This Agreement, together with all Attachments, Appendices and Addenda (if applicable), constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the City and the Subrecipient. The Agreement is executed as of the date set forth above.

Section 7.11 Severability. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The City and Subrecipient further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close to possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Section 7.12 Governing Law. To the extent not preempted by federal law or regulation, this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 7.13 Paragraph Headings. The paragraph headings in this Agreement are for convenience of reference only and in no way define, increase, or limit the scope or intent of any provision of the Agreement.





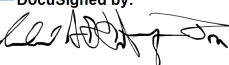

Section 7.14 Notice. Any and all notices, or other communications required or permitted under this Agreement, must be in writing and delivered by hand or by certified mail, return receipt requested, to the parties hereto at the following addresses:

If to the Subrecipient:
Mark Parsons
1265 Purchase Street
New Bedford, MA 02740

If to the City:
Office of the Chief Financial Officer
City of New Bedford
133 William Street Room 302
New Bedford, MA 02740

Section 7.15 Authorized Signature. The undersigned individual, who has signed and executed this Agreement on behalf of Subrecipient, hereby: (a) represents, warrants, and certifies to the City that he/she is authorized by Subrecipient to sign and execute this Agreement on its behalf and bind it to the obligations, terms, and conditions of the corporation set forth herein; (b) acknowledges that the City is relying upon such representation, warranty, and certification and will be damaged thereby if the undersigned individual is not so authorized; and, (c) agrees to indemnify and hold harmless, personally and in his/her/their own stead, the City, its officers, agents, attorneys, employees, and representatives, however described or characterized, against and from legal liability for all judgments, losses, and expenses and any and all claims and/or damages, whether direct or indirect, choate or inchoate, that it, or any of them, may incur and/or suffer, if he/she/they is not so authorized.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS AGREEMENT, AS OF THE DATE FIRST SET FORTH ABOVE.

<p>Research & Robotics, Inc.</p> <p>DocuSigned by:  755052D78A4947C...</p> <p>By: Mark Parsons Title: President, Research & Robotics, Inc.</p>	<p>City of New Bedford, Massachusetts</p> <p>DocuSigned by:  DDBC6DF3730E42F...</p> <p>By: Jonathan F. Mitchell Title: Mayor</p>
<p>CERTIFIED that funds are available</p> <p>DocuSigned by:  E6D4FDFCD30740D...</p> <p>By: Emily Arpke Title: City Auditor</p>	<p>Chief Financial Office</p> <p>DocuSigned by:  D5BAFC774A29423...</p> <p>By: Robert Ekstrom Title: Chief Financial Officer</p>
<p>APPROVED as to form and legality</p> <p>DocuSigned by:  02ADAD688CA345A...</p> <p>By: Michael D'Ortenzio Jr. Title: Special Counsel for ARPA Matters</p>	<p>CERTIFIED that the use of funds is eligible</p> <p>DocuSigned by:  74F4AE456C38405...</p> <p>By: Christina Connelly Title: Chief Operating Officer</p>

List of Exhibits/Appendices:

- Appendix A: Required federal provisions
- Appendix B: City insurance and indemnification
- Exhibit A: Lender list/contact information
- Exhibit B: Subrecipient application for award
- Exhibit C: City ARPA award letter
- Exhibit D: Budget



CITY OF NEW BEDFORD
Jonathan F. Mitchell, Mayor

**CITY OF NEW BEDFORD
MASSACHUSETTS**

**VOTE OF CORPORATION AUTHORIZING
EXECUTION OF CORPORATE AGREEMENTS**

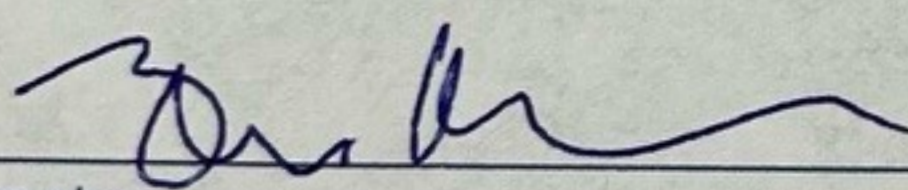
At a meeting of the Board of Directors of Research & Robotics Inc duly called and held on July 13th, 2022 at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That Mark Parsons, a Executive Director of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and behalf of the corporation contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper. A true copy.

ATTEST:

Ben Anderson

Name (Print)


Signature

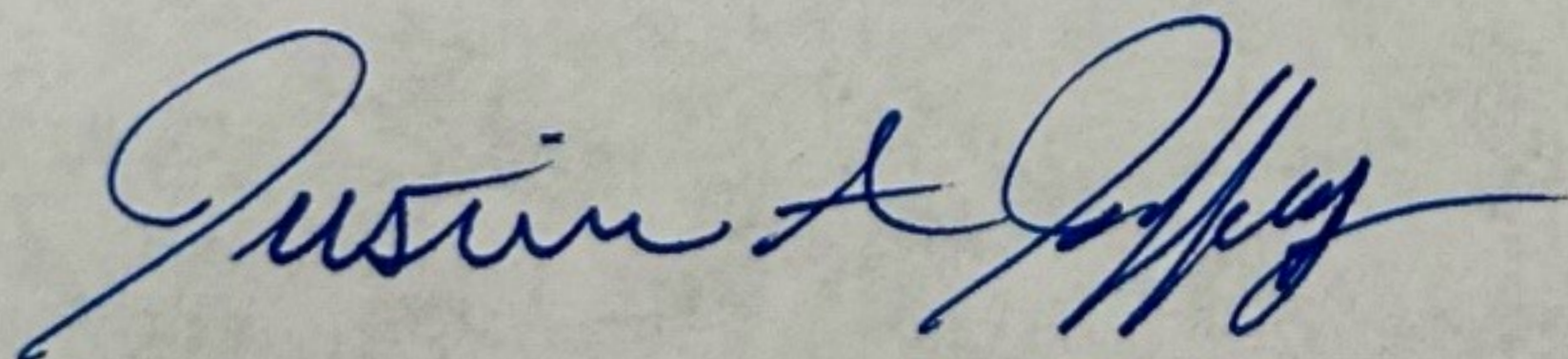
(Affix Corporate Seal)

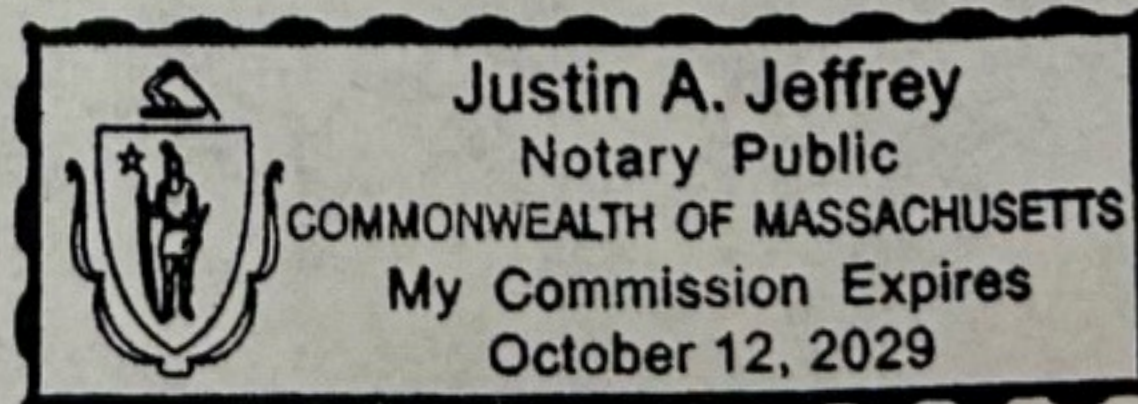
Board of Directors Chairperson, Research & Robotics Inc

Title

1-22-2024

Date





**CITY OF NEW BEDFORD
MASSACHUSETTS**

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

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



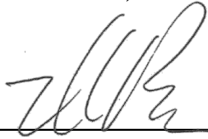
Signature of individual submitting bid

Research & Robotics Inc

Name of business/organization

TAX COMPLIANCE CERTIFICATION

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named business/organization, do hereby certify under the pains and penalties of perjury that below named business/organization has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature of person submitting bid

Research & Robotics Inc

Name of business/organization

Appendix A

Required Federal Provisions

NOTICE: The Contract, Purchase Order, or Agreement to which this Addendum is attached is made using federal assistance provided to the CITY OF NEW BEFORD (“City”) and RESEARCH & ROBOTICS, INC. (“Owner”) through the American Rescue Plan Act’s State and Local Fiscal Recovery Fund.

The City is funding this Contract, Purchase Order, or Agreement, in whole or in part, through a Federal award identified as ALN: 21.027 and FAIN: SLFRP1067.

The following contractual provisions are hereby incorporated into the Contract, Purchase Order, or Agreement, where applicable. In the event of any conflict between the below provisions and other provisions of this Contract, Purchase Order, or Agreement, the provisions in this Addendum shall control.

INDEX

1. Remedies for Breach of Contractual Agreement; Sanctions and Penalties.
2. Termination for Cause and Convenience.
3. Clean Air Act.
4. Debarment and Suspension (Executive Orders 12549 and 12689).
5. Procurement of recovered materials (2 C.F.R. § 200.323).
6. Prohibition on certain telecommunications and video surveillance services or equipment (2 C.F.R. § 200.216).
7. Domestic preferences for procurements (2 C.F.R. § 200.322).
8. Equal Employment Opportunity Clause.
9. Contract Work Hours and Safety Standards.
10. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

1. REMEDIES FOR BREACH OF CONTRACTUAL AGREEMENT; SANCTIONS AND PENALTIES

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion of the work to be done hereunder are ESSENTIAL CONDITIONS of the Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this Contract, to pay the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such Breach of Contract as hereinafter set forth, for each and every calendar day the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount of liquidated damages is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would sustain in such event and said amount shall be retained from time to time by the Owner from current periodic estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of any specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract as additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extensions are acceptable to the Owner; provided further, that the Contractor shall not be charged with liquidated damages or an excess cost when the delay in completion of the work is due to:

- (a) Any preference, priority or allocation order duly issued by the government;
- (b) Unforeseeable cause beyond the control and without fault of negligence of the Contractor, including, but not restricted to, acts of God or the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather; or

- (c) Any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

PROVIDED FURTHER, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter. The amount of liquidated damages for this project shall be Five Hundred Dollars (\$500.00) per consecutive calendar day.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Where Contract exceeds \$10,000.00, the Owner may terminate this Contract by providing the Contractor and the Surety (if any there be) with ten (10) days written notice specifying the reasons for termination, as outlined below:

Violation of any of the provisions of this Contract by the Contractor or any of their subcontractors;

A determination by the Owner that the Contractor has engaged in fraud, waste, mismanagement, misuse of funds, or criminal activity with any funds provided by this Contract;

Failure of the Contractor, for any reason, to fulfill in a timely and proper manner their obligations under this Contract, including compliance with applicable Federal, State and/or local law or regulations, and such procedures or guidelines as may be established;

In the event if any such termination, the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion at the expense of the Contractor, and the Contractor and their Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plants as may be on the site of the work and necessary therefore.

If the Owner determines that a continuation of work on the project would endanger the life, health or safety of those working or living at or near the project site, or that immediate action is necessary to protect public funds and/or property, the Owner may suspend work or terminate this agreement by providing notice to the Contractor in the form of a telegram, mailgram, hand-carried letter, or other appropriate written means.

In addition, notwithstanding anything to the contrary in the Contract, the Owner may also terminate this Contract for its conveniences, including due to the lack of sufficient funds to complete the work. In such event, the Owner shall provide written notice of termination to the Contractor, and the Contractor shall thereupon cease all work other than work that is required to make the work and surrounding property safe, and the Owner shall pay the Contractor for all work performed in accordance with the terms of the Contract up to the date of the Contract, provided

the Contractor shall not be entitled to any termination (or similar) damages or other costs and expenses that may be associated with a termination for convenience.

3. CLEAN AIR ACT

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251–1387). Contractor further acknowledges and understands that Contractor shall be required to report any violations of said acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

4. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

Contractor certifies that neither Contractor nor any employer or subcontractor is a party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared in-eligible under statutory or regulatory authority other than Executive Order 12549.

5. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.323)

Contractor acknowledges and understands that, in performing the work specified under this contract, Contractor shall be required to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

6. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 C.F.R. § 200.216)

Contractor certifies that it shall not procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country, shall also not be procured or obtained as a substantial or essential component of any system, or as critical technology as part of any system.

7. DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322)

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

All contracts that meet the definition of “federally assisted construction contract” set forth at 41 CFR § 60–1.3.

During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;

layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such

other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where the Contract: (1) is awarded for a sum exceeding \$100,000; and (2) will involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Pursuant to 40 U.S.C. § 3702 of the Contract Work Hours and Safety Standards Act, Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 shall apply construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

10. BYRD ANTI-LOBBYING; COPELAND "ANTI-KICKBACK" ACT (40 U.S.C. § 3145)

BYRD ANTI-LOBBYING AMENDMENT

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352.

Contractor further understands and acknowledges that it shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non-Federal award.

COPELAND “ANTI-KICKBACK” ACT

Contractor acknowledges and understands that the awarding of this contract is conditioned upon Contractor’s compliance with the Federal Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BYRD ANTI-LOBBYING AMENDMENT: REQUIRED CERTIFICATION FOR AWARDS EXCEEDING \$100,000

The undersigned certifies, to the best of their knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.¹

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Item 10 continues on next page].

¹ Standard Form-LLL available at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

Owner certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidding party understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


755052D78A4947C...

Signature of Contractor’s authorized official

Date: 5/3/2024

Mark Parsons

Name (printed)

Founder, Executive Director

Title (printed)

Appendix B
City Insurance and Indemnification Addendum

Prior to commencement of this Agreement, the Subrecipient (also called the "Contractor") shall obtain at its own cost and expense, the required insurance from insurance companies licensed in their state, carrying a Best's Financial Rating of "A-" or better, and shall provide evidence of such insurance to the City of New Bedford ("City"). The policies or certificates thereof shall provide that 30 days prior to cancellation or material change in the policy, notices of same shall be given to the City by registered mail, return receipt requested, for all of the following stated insurance policies.

If at any time any of the policies required herein shall be or become unsatisfactory to the City as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the City, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the City for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the City may be declared suspended, discontinued, or terminated. Failure of the Contractor to provide and maintain any of the required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations on the Contractor concerning indemnification. The City may waive the requirement of coverage type or amount if not reasonably available and if the City deems it to be in the best interest to do so.

This agreement becomes part of the contract and/or purchase order for which the contractor is performing services to the City.

- A. Contractor shall maintain workers compensation, general liability, automobile, umbrella and professional liability insurance for the minimum amount required by the contract that this contract applies to or as outlined below. Insurance coverages and certificates shall be provided and include City of New Bedford and owner of premises as an additional insured, on a primary and non-contributory basis, on all liability policies. All such insurance as is required of the Contractor shall be provided by or on behalf of all subcontractors to cover their operations performed. The Contractor shall be held responsible for any modifications, deviations or omissions in the compliance with these requirements by the subcontractors.
- B. Minimum required insurance limits (coverage on an occurrence basis): see Section 2.3.
- C. Any contractor who does not carry worker's compensation insurance coverage to protect himself personally from work-related injuries hereby releases, holds harmless, and indemnifies the City from any injuries that may occur to the contractor himself during the course of the project. In no way does this provision affect the absolute duty of every contractor to provide worker's compensation insurance coverage to each and every one of their employees and himself according to the provisions of this Agreement and all applicable state and federal laws.

D. To the fullest extent permitted by law, the Contractor hereby acknowledges and agrees that it shall indemnify, hold harmless and defend the City, and any of the officers, directors, employees, agents, affiliates, subsidiaries and partners from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of the Contractors work under this contract, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property (other than to the project itself) including loss of use resulting there from, and (2) is caused in whole or in part by any acts or omissions of the contractor, its employees, agents or subcontractors or anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.

E. All Insurance Certificates must contain a clause indicating that certificate holders be given a minimum of 30 days written notice prior to the cancellation of contractor's insurance, except for nonpayment. Contractor must furnish the certificate referred to above as an express condition precedent to the Contractor's duty to make any progress payments to contractor pursuant to this Agreement.

F. The contractor hereby acknowledges its obligation under the forgoing paragraph to indemnify the City against judgments suffered because of the contractor's work and to assume the cost of defending the City against claims as described in the forgoing paragraph.

THE CONTRACTOR MUST FURNISH THE CITY WITH A SIGNED CONTRACT AGREEMENT AND VALID CERTIFICATE OF INSURANCE WITHIN ONE (1) MONTH OF CONTRACT SIGNING.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/24/2024

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

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

PRODUCER Alera Group, Inc. 500 Faunce Corner Road Building 100, Suite 120 Dartmouth MA 02747	CONTACT NAME: Nicole Souza PHONE (A/C, No, Ext): (508) 995-4553 FAX (A/C, No): (508) 995-4525 E-MAIL ADDRESS: nsouza@sylviagroup.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Great Lakes Insurance SE</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great Lakes Insurance SE		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Southcoast Research & Robotics, LLC 42 Grove St New Bedford MA 02740															

COVERAGES**CERTIFICATE NUMBER:** 23-24 GL**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLPRME000163-03	12/15/2023	12/15/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ Excluded
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Excluded
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Locations:
 1237-1265 Purchase St, New Bedford MA
 1271-1277 Purchase St, New Bedford MA
 ES Pleasant St, New Bedford MA

CERTIFICATE HOLDER**CANCELLATION**

City of New Bedford 133 William St New Bedford MA 02740	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2023

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

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

PRODUCER AP INTEGO INSURANCE GROUP, LLC 375 Woodcliff Dr. Suite 103 Fairport NY 14450		CONTACT NAME: AP Intego Insurance Group, LLC PHONE (A/C No. Ext): 888-289-2939 E-MAIL ADDRESS: certs@apintego.com FAX (A/C, No):	
INSURED Research & Robotics Inc 42 Grove Street New Bedford MA 02740		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 30104	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	AUTOMOBILE LIABILITY						ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	76WEGAU1ZCT	09/15/2023	09/15/2024	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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Clear All

EXHIBIT A: LIST OF LENDERS

1265 Purchase Street CAPITAL BUDGET					
		Acquisition Loan (Bay Coast)	Owner Equity	Massdev - Underutilized Properties	New Bedford ARPA
SOURCES OF FUNDS					
Acquisition Loan (Bay Coast)	\$960,000	\$960,000			
Owner Equity	\$500,755		\$500,755		
Mass - Underutilized Properties #1	\$900,000			\$900,000	
ARPA Funds	\$2,250,000				\$2,250,000
TOTAL	\$4,610,755	\$960,000	\$500,755	\$900,000	\$2,250,000

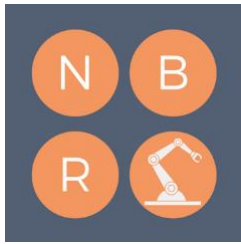


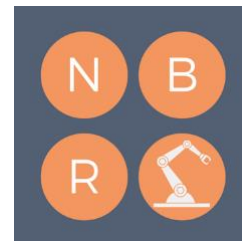
EXHIBIT B: APPLICATION FOR ARPA FUNDING



Response to: RFR #22130143

Vacant or Abandoned Property Rehabilitation

-
- Project Location
 - 1265 Purchase St, New Bedford, MA
 - Applicant
 - Mark Parsons
 - 42 Grove Street, New Bedford, MA, 02740
 - SAM.gov Unique Entity ID
 - EIN: 87-3768241
 - SAM.gov: Pending
 - Total project cost and total ARPA request
 - Total Project Cost: \$4,846,375
 - ARPA Request: \$2,250,000
 - Project Start and Estimated Completion Date
 - The project began on March 1, 2022
 - Property acquisition occurs in October 2022
 - Target completion is Summer 2023



Section 1 – Applicant Information/Background

Description and qualifications of the applicant and any partners

New Bedford Research and Robotics (NBRR) is founded by Mark Parsons, who hails from the Southcoast of Mass, graduated Magna Cum Laude from Umass Dartmouth, and has since built several successful entrepreneurial and creative spaces in the course of his career. He has worked with communities in the US, Haiti, China, and New York City, where he has lived for the last 24 years. He is a US Department of State speaker on technology, entrepreneurship, and creativity. He is deeply committed to this project and its realization is his full-time occupation. Mark's leadership history is extensive and can be seen in his LinkedIn profile:

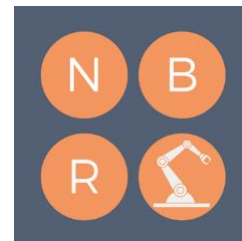
<https://www.linkedin.com/in/mark-parsons-629b7a101/>

NBRR is built upon the model successfully developed by Mr Parsons in New York to integrate social impact and entrepreneurship through creative application of frontier technologies such as industrial robotics, virtual reality, CNC technologies and other digital manufacturing hardware and software. The programmatic ecosystem around these technologies engages several societal and economic layers including corporate research and development activities, small business incubation, university research, community programs (artists in residency, free lecture series) and STEAM educational programs.

Leadership biographies and information pertaining to their ability to execute the project

Team: The project team includes NBRR Founder Mark Parsons, Union Studios (architect), Peregrine Group (project management), Pariseault Builders (construction management)

- **Mark Parsons** hails from the Southcoast of Mass, lived in New Bedford through UMD undergraduate years. He worked as a carpenter out of New Bedford starting at age 15 until he attended graduate school at Cornell University. [Details regarding Mark Parsons' professional career and focus listed above.]
- **Peregrine Group** is a 20+ year old real estate advisory firm located in Rumford, RI. Our experienced team of professionals works directly with owners, developers, institutions, non-profits and public entities through strategic planning, feasibility, financing, team selection, transactional elements, entitlements and all manners of project management for real estate development projects. PG has overseen and delivered hundreds of millions of dollars of construction projects over the past decades and is currently managing dozens of projects throughout the region. Many of the projects involve existing and/or historic buildings and urban environments.
- **Union Studio Architecture & Community Design** is a nationally practicing architecture and design firm based in Providence RI with a portfolio including urban planning, community design, mixed-use developments, and housing of all types. The firm is driven by values, including good growth – where people, communities and markets all thrive together, and where sustainable buildings and spaces are designed to stand for generations. The design team includes Kjelgaard Engineering (MEP), Horsley Witten Group (civil), and Camera / O'Neill (structural).

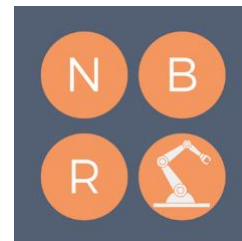


(Continued)

- **Pariseault Builders** is a 4th generation general contracting business. Over the past 75 years, Pariseault Builders has grown and diversified. Annual portfolio is community based, including hospitals, schools, non-profits, and churches. “The spaces we deliver to our clients are being utilized to serve the people of the communities in Southeastern New England and we are proud to be there as a partner to support them.”
- Provide the project coordinator for your organization, including the name, phone number, and email address

Peregrine Group:

Personal Contact – Eric Busch | 401-270-0600 | ebusch@peregrinegrp.com



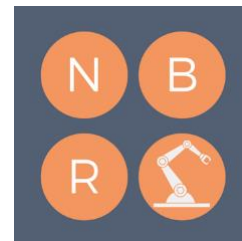
Section 2 – Project Information

Intended use of the property and long-term goals

- Development of an underused yet prominent mixed-use site to host a nonprofit (NBRR) that will promote entrepreneurial activities, support local and national organizations, and engage the Southcoast community through educational, and public programs.
- NBRR's primary goals are to enhance the development of entrepreneurial capacity and investment, which will benefit the city of New Bedford, drive commercial capabilities and workforce capacity for future jobs.
- The coincidence of social, economic, and geographic factors creates optimal conditions for NBRR's benefit to the Southcoast at 1265 Purchase Street. NBRR's mission is to lower the bar to frontier technologies (such as industrial robotics) to enhance engagement across its five programs: Corporate R&D, Startup Incubation, Research (university), Community Engagement, and STEM.
- As with its predecessor, technological innovation and entrepreneurship comes by way of in-house knowhow and multi-organizational partnerships within the space. Social innovation is derived through the learning-based programs, as well as the soft adjacencies that the ecosystem provides, making transitions easy from learning to internship and employment. Diversity and equity are structurally embedded in the opportunities that NBRR creates.
- Building a technology focused startup community will draw young energy to the region, engage the strong creative community in NB, give reasons for college graduates to stay local, and compliment blue tech and renewable energy initiatives in New Bedford.

Description of the current condition of the vacant or abandoned property

- The project site consists of four buildings – a one-story CMU block garage building (+/- 14,710 SF), a one-story pre-engineered steel building (+/- 9,368 SF), a 3-story wood framed brick building (+/- 4,611 SF), and a 3-story wood framed S-1 residential building (+/- 5,000 SF). From the early 1920's until several years ago, the site was operated by the Glaser family as Glaser Glass, where area residents went for custom fabricated glass pieces and windshield replacements. Currently the site is vacant. Three of the existing buildings (excluding the residential) are connected at ground level. Each building has a different finished floor level and are currently connected with stairs or service ramps at the connections. The difference in floor level between two of the buildings is approximately two feet. There is evidence of water infiltration from the roof / parapet as well as through the foundation wall at one of the buildings. The garage spaces were not fully conditioned for the former use.



Description of the proposed improvements

The project will undergo a phased renovation process.

Phase One improvements - targeted completion Summer 2023:

- Building Code Compliance to convert former glass factory facility to active collaborative workspace
 - Fire/Life Safety Code Compliance
 - Accessibility Improvements for building and site
 - Building Shell Repair; including envelope, doors, roof, improved access, insulation
 - Building Stabilization
 - HVAC Replacement, including removal of all fossil fuel-based equipment for electric
 - Interior Demolition of unusable/inaccessible mezzanines
 - Interior & Exterior Painting
 - Interior & Exterior Lighting (LED)
 - Sitework, including improved pedestrian access from street, bike parking & localized plantings, and driveway replacement

Project status and timeline

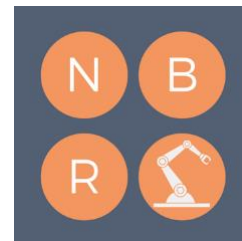
The parcels are currently under a signed Purchase & Sales Agreement that provides a due diligence period through early September 14 2022, with an intended close on or as close to October 14th, 2022. Throughout the Spring and Summer of 2022, a thorough due diligence phase and schematic design process, including the definition of phasing, has been completed.

- Environmental assessment (Phase 1 - ESA) and Hazmat survey was completed in May of 2022, By Sage Consulting
- Envelope Inspection, completed on June 10th by Brunca Waterproofing
- Mechanical Electrical and Plumbing inspection, completed on April 11, 2022, by Kjelgaard Engineering
- Structural inspection, completed on April 27, 2022, by Camera / O'Neill Consulting Engineers
- Site Survey, completed on May 17, 2022, by Horsley Witten Group, Inc.
- Title Report, completed on August 31st, by Titus Ryan Schaffer and Kunz p.c.

A Construction Manager selection process was completed in August of 2022 and a schematic pricing exercise was completed September 15th 2022. The permits necessary to start construction will likely be obtained by January of 2023 allowing construction of the first project phase can begin. It is necessary that the Phase 1 will be complete by Summer of 2023 allowing 2nd stage operations to take place.

Concurrent with the due diligence process, NBRR has been building community support - as evidenced by the numerous letters from state and city leadership, as well as educational and entrepreneurial organizations that accompany this application.

In addition, NBRR is engaged in Detroit with the Ford Motor company, and has launched local/ New Bedford social impact programming as of September 2022, which includes multiple STEM programs, a university



advanced seminar that will team high performing engineering and art students, bring an international artist in residence to NB, and community engagement programming through AHA.

Architectural or landscape drawings unless the funding requested is for demolition or environmental remediation

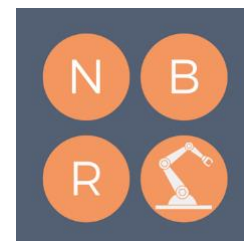
- Please see attachment #1 - **Page 14** - (Prepared by Union Studio and Community Design)

Photographs of the property showing that the property is unoccupied or unoccupiable

- Please see attachment #1 - **Page 14** - (Prepared by Union Studio and Community Design)

Copy of documents establishing site control

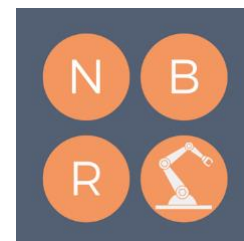
- Please see attachment #2 - **Page 27** - (Purchase and Sales Agreement)



Section 3 – Community Impact

Description and evidence of community benefits associated with the intended end use of the property such as through direct job impacts, housing development, workforce development, or health and wellness impacts. Please include the demographics of the population that the project will serve.

- The coincidence of social, economic, and geographic factors creates optimal conditions for NBRR's benefit to New Bedford and the Southcoast - particularly at 1265 Purchase Street in New Bedford. NBRR's mission as an equitable innovation, education, and entrepreneurship ecosystem is to lower the bar to frontier technologies (such as industrial robotics) to enhance engagement across its five programs: Corporate R&D, Startup Incubation, Research (university), Community Engagement, and STEM.
- Renovation of 1265 Purchase Street to serve NBRR's programs will actively promote New Bedford as a forward thinking city preparing its citizens for future jobs and attracting external investment.
- The urban placemaking opportunities of 1265 Purchase Street are embedded in the genetics of the long low and visually accessible building that will help engage the public and promote the extension of an "innovation avenue" along purchase street, just north of downtown New Bedford, adjacent to the Quest Center and Groundworks, and immediately across Rt 18 from the new Whale's Tooth Train Station.
- NBRR's Founder is a person of disability, NBRR's Director of Design Technologies is a person of color (and disability), and NBRR's Board of Directors is 2/3rds female. NBRR's predecessor (by the same founder) diligently realized the values of diversity, employing more than 50% female staff, including BIPOC engineers and educators, and interning more than 40% people of color. Inclusion is crucial to building an environment that promotes systemic change and opportunities, and that modus is already realized in the employment, work, and programs of NBRR to date in New Bedford.
- New Bedford demographics will be immediately reflected in NBRR's work this fall, including working with the public school system (NBHS), as well as young women from black and Latin X families in its first STEM programs in 2022 (OSS)
- State Representative Anthony Cabral discussed an NBRR partnership with the Luzo-American Foundation, helping to promote engagement with Portuguese cultures from the Southcoast as well as internationally. A letter of support from Senator Cabral is included with this application. A letter from Envolve Art, an artist residency program located in Portugal, is also included.
- NBRR will help to galvanize the interest in technology that is already present in New Bedford and the Southcoast, as is made clear by letters from the general public that have come unsolicited in response to recent media coverage, and are attached to this application.
- Some statistics and timelines regarding economic activity and impact through NBRR's 5 program ecosystem:
 - Corporate R&D: NBRR is currently working with Ford in Detroit, designing robotics operations facilities for Ford's new E-Mobility Innovation Campus. NBRR will connect 5 corporate

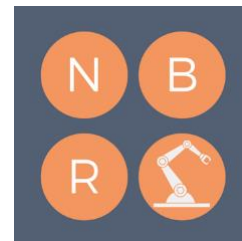


partners to local universities by year 3. NBRR will engage 6 corporate projects by year 3 with 50% renewal. Goal is for multi-sector engagement with Blue Tech, Clean Energy, Manufacturing, Design, Media, Fashion and Cultural Partners.

- Entrepreneurship: Host 9 startups by year 3 and 12 per year by year 5. Collaborate w accelerators (Boston, Providence, beyond). NBRR has already connected 2 startups to accelerator programs in Massachusetts through Suffolk Ventures Boost program. NBRR is the focus of a recent site tour and subsequent marketing publication of the Action Network.
- Tech enabled Research: NBRR is already written into NSF grants with MIT and UMD in support of the development of a Center of Innovation and the Textile Industry. NBRR is already engaged to intern public high school students, and will intern 15 University student researchers by year 2, through partnership with UMass Dartmouth, the Boston Architectural College, and other regional academic institutions.
- Community: NBRR will host 2 international (Israel, France) artists and designers in residence this year, will conduct a free lecture series to the public, and engage to the public through exhibitions in the Swain Studio on Union Street, and AHA community engagement activities.
- STEM: NBRR will engage 200 young scholars per year by year 3. We are already contractually committed in the 2022-23 school year to serve community youth through partnership with 3 middle and high school institutions in the delivery of Design, Engineering, and Robotics based curricula.
- Internships: NBRR has launched its internship program, and will engage high school level interns from New Bedford High School, and College level interns from University of Massachusetts Dartmouth and the Boston Architectural College.

Description of indirect and induced economic impacts, such as through supply chain relationships and spending in the local economy

- Innovation Ecosystem: NBRR is an equitable innovation, education, and entrepreneurship laboratory. NBRR programs bridge sectors to open pathways through hard and soft networking and collaboration. At its core, NBRR lowers the bar of access to extraordinary technologies so that people and organizations see immediate value - such as low-cost access to hardware, software and knowhow – to achieve immediate goals. Partners then benefit secondarily from the NBRR ecosystem environment and the network of learners who participate in research, become interns and skilled employees.
- Local and International: NBRR attracts local, regional, and international attention to New Bedford. Currently NBRR is in conversation with multiple international Series A startups looking to enter the US market, including Gideon Robotics (Croatia) and Kinemagine Robotics (Greece).
- Arts: NBRR enhances and promotes New Bedford's strong arts infrastructure by engaging national and international arts organizations, hosting artists and designers in residence, and connecting local artists to external programs and opportunities.
- Pipelining/ Workforce: STEM programs have commenced (Fall 2022), and will serve 200 students a year by year 3. NBRR has trademarked STEA3M, for the three "A's" that makeup the core of our program: Accessibility, the Arts (creativity), and Appplied knowledge in a laboratory setting that promotes



experimentation and creativity. This helps pipeline a tech-capable learning and workforce that can support robust business development in blue tech and renewable energy sectors.

- Venture Investments: NBRR at 1265 Purchase Street will leverage frontier technologies to host 9 Startups by year 3, building venture interest to supporting small business growth. Growing startups need interns and employees that come out of university research and STEM programs, that NBRR has in-house.
- Energy and Business Downtown: Building an entrepreneurial ecosystem, and engaging youth, college, and graduate school student engagement downtown will increase the retail, entertainment, and culinary capacity of downtown businesses.

Estimate of the local fiscal impact, such as through municipal property taxes

The building and site have been underutilized and vacant in recent years. The planned improvements and activation will impact the City and neighborhood in myriad ways including through a prolonged increase in real estate property taxes as the assessed value of the land increases. The exact impact is not defined as NBRR has not yet worked with the City's office to forecast taxes as the program stabilizes and grows. The most impactful fiscal impact will be the catalytic nature of the program as it is highly likely that a concentration of technology and talent will lead to follow-on investment in other underutilized properties within the submarket.

Description of business plan and long-term financial viability.

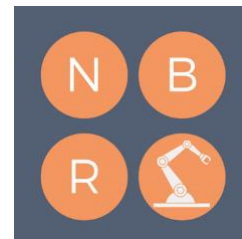
NBRR has already begun corporate, educational, and social impact programming in summer/ fall of 2022. This includes revenue generating Corporate engagement, University Research, STEM programs, as well as Artist and Designers in Residency, and Community Engagement programs.

Building an equitable innovation ecosystem includes building programmatic partnerships with local organizations, and serving the demographic of users affiliated with those organizations. Our temporary location for the delivery of educational and research programs including MIT led NSF grant is starting through a 6 month deployment of NBRR technology in the Swain Gallery at the CVPA's Start Store campus, downtown New Bedford.

When 1265 Purchase Street renovation Phase 1 is completed by summer 2023, we will move NBRR's ecosystem of programs into 1265 Purchase Street, and scale them to meet target metrics.

NBRR is and will generate revenue through:

- Annual Memberships
 - Corporate
 - Institutional
 - Startups/ small businesses
- Projects
 - Funded Research
 - Prototyping as a product development service
 - Bespoke Production/ Projects



- Corporate Studios
 - Research Underwriting Programming
 - Renewable energy
 - Blue tech
 - Manufacturing/ processing

This model is derived of NBRR's successful predecessor, founded in NYC in 2014 by the same founder.

Companies, startups, and educational organizations will pay membership fees that equate to high return on investment at low risk. Member entities gain access to frontier technologies, dedicated research and prototyping space, NBRR engineering and design staff who operate and teach design and digital manufacturing workflows.

NBRR's current revenue generating contracts include the Ford Motor Company robotics consultations for E-Mobility campus (Detroit), and delivery of educational curricula in NB in the Fall of 2022. We are submitting (2022) an NSF grant with lead MIT and collaborator UMD.

With space available at 1265 Purchase Street location, NBRR will host "Corporate Studios" that are corporate sponsor driven research initiatives that focus on (for instance) Blue Tech issues, Renewable Energy focused innovation, or Manufacturing Automation. A given corporation will pay a fee for NBRR to host research and serve as a hub that brings in startups and university teams to address a given topic.

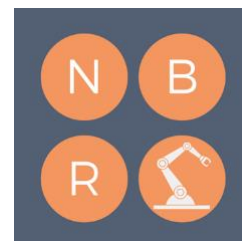
NBRR will also host foreign companies and companies from outside the Southcoast region who will benefit from starting US operations with NBRR technologies and regional access to medical, blue tech, and renewable energy hubs. (Please see Letter of intent provided by Greek robotics company Kinemagine)

Historical significance of the vacant property

Legacy:

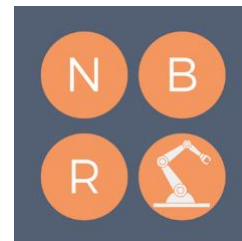
A widely recognized site of a family business is now vacant. The Glaser Family Business operated on the site at 1265 Purchase Street for over 60 years before the business was sold in 2019 to the JN Phillips Autoglass Company. The new business owner leased the property temporarily until moving across the street to a new building at 1240 Purchase Street in July of 2020. That property is now known as a national Safelite AutoGlass.

The 1265 Purchase Street/ Glaser Glass location is critical to the impact of NBRR to the city of New Bedford. Development of the site in question (1265 Purchase Street) helps to establish an innovation corridor w Quest Center and Groundworks on the same block, and the future transit investments across JFK Memorial Highway. The buildings on the given site will allow physical and visual accessibility to the people, activities and technologies within the building, adding secondary urban placemaking value.



Degree to which the project ameliorates identified environmental and health risk factors present on the property

A significant part of this project's challenge – but also opportunity – lies in its physical location. These complications include building envelope and code issues, outdated accessibility, inadequate utilities, storm water issues, areas of structural concern and obsolescence. While NBRR's setting in an urban-industrial context, centralized location, and adjacency to planned MASSDOT infrastructure improvements fit within its mission and vision, it also creates cost premiums in the re-positioning of vacant industrial space. Much of the former factory was built for material (glass) processing and storage – not for hosting a professional, entrepreneurial environment. As part of the goals of the project, NBRR is committed to creating a sustainable/green work environment that can set a precedent for alleviating environmental and health risk factors....



Section 4 – Budget

Total cost and detailed cost breakdown

- Please see attachment #3 - **Page 45** - (Detailed Cost Breakdown)

List of all funding sources, amounts, and timeline for funding availability

- Please see attachment #3 - **Page 45** - (Detailed Cost Breakdown)

Budget narrative describing all project costs

- Please see attachment #3 - **Page 45** - (Detailed Cost Breakdown)
- Please see attachment #4 - **Page 51** - (NBRR Technology Capital outlay Yrs 1-6)

Supporting evidence such as cost proposals and funding award letters, as available

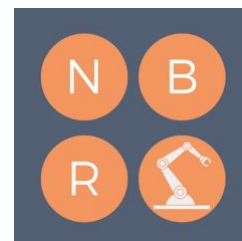
- Please see attachment #5 - **Page 54** - (Foundation Award Commitment Letter)



Section 5 – Letters of Support

Applicants may include support letters from people or organizations explaining why they support this project and recommend it for ARPA funding.

- Please see attachment #6 - **Page 57** - (Community, Organizational, and Civil Letters of support)



Attachments –

Attachment #1

**Architectural or landscape drawings +
photographs of the property showing that the
property is unoccupied**

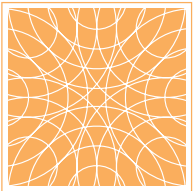
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CONCEPTUAL STUDIES

NEW BEDFORD RESEARCH & ROBOTICS

1265 PURCHASE STREET, NEW BEDFORD, MA 02740

NOVEMBER 19, 2021



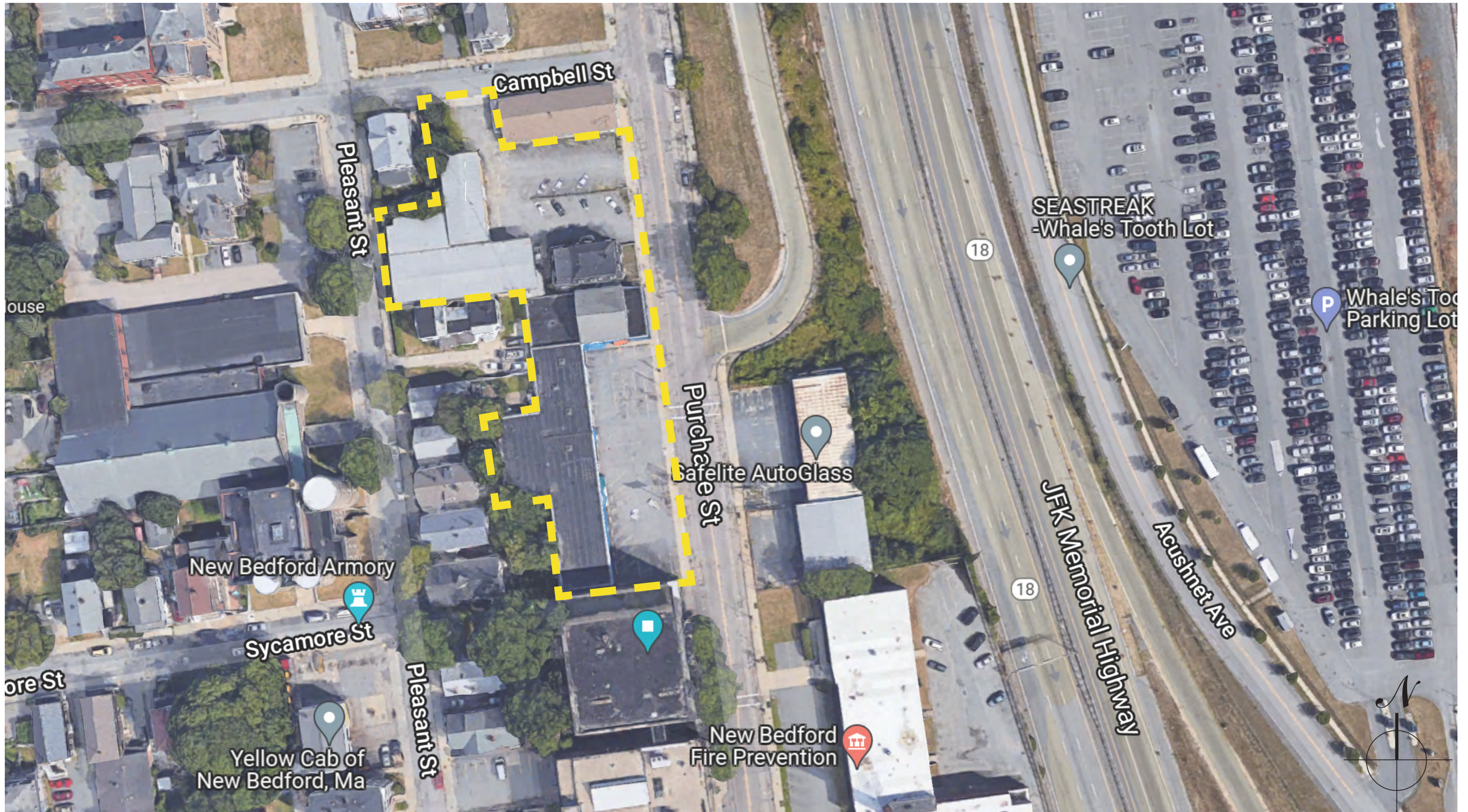
UNION STUDIO

ARCHITECTURE & COMMUNITY DESIGN

www.unionstudioarch.com

140 Union Street Providence, RI 02903

[t 401.272.4724](tel:4012724724) [f 401.272.4825](tel:4012724825)



NEW BEDFORD RESEARCH & ROBOTICS

SITE - AERIAL
NOVEMBER 19, 2021

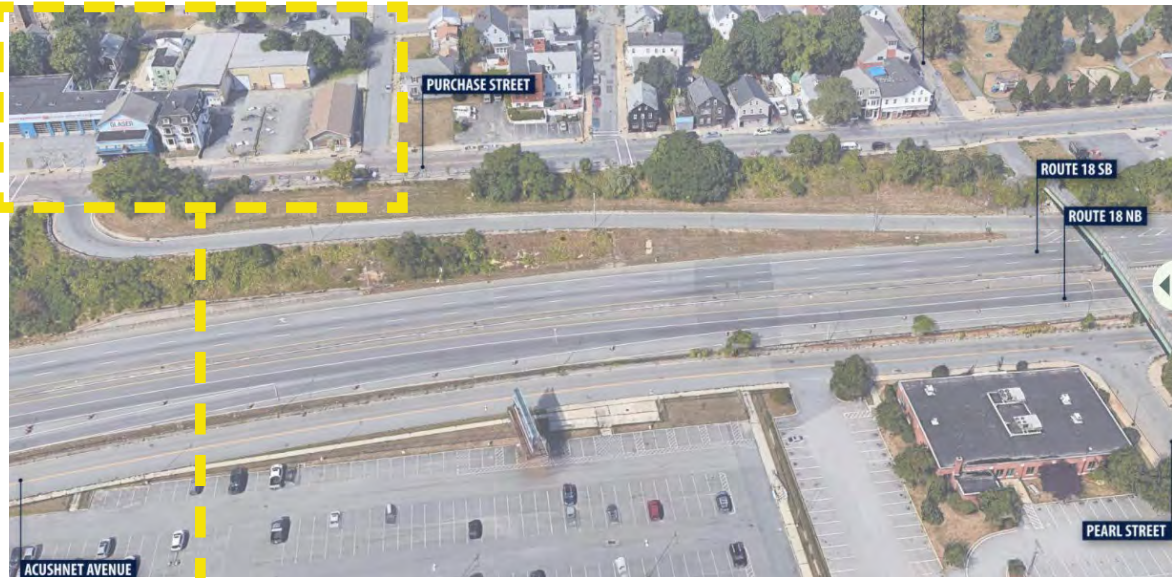




NEW BEDFORD RESEARCH & ROBOTICS

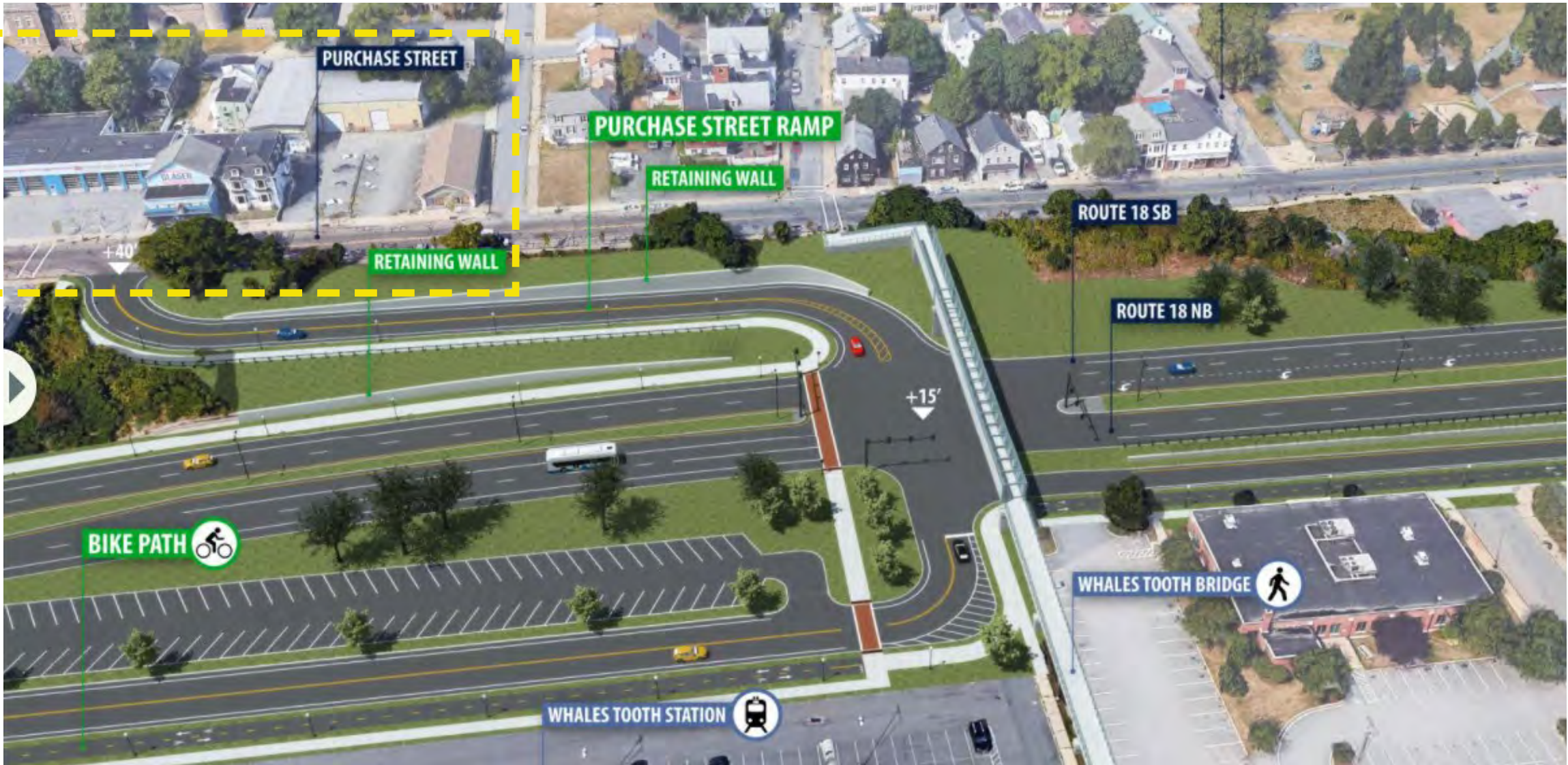
AERIAL
NOVEMBER 19, 2021





Mass DOT Proposal - Diagrams

- Plan addresses connection difficulty between Purchase Street and the new Whales Tooth Station. There is currently inconvenient pedestrian access and no direct vehicular connection across Route 18 as well as a significant elevation change.
- Both to be addressed in Mass DOT proposal by introducing a two-way ramp to Purchase Street, new covered pedestrian bridge for pedestrian circulation and stop lights to allow traffic to cross Route 18 to station or to ramp up to Purchase Street. Increased greenways and addition of bike paths as shown on the plan.
- Increased traffic to the Acushnet Heights neighborhood and to two-way Purchase Street.



NEW BEDFORD RESEARCH & ROBOTICS

MASS DOT DIAGRAM
NOVEMBER 15, 2021



LOOKING WEST FROM ROUTE 18 PURCHASE STREET EXIT RAMP.



LOOKING NORTHWEST FROM PURCHASE STREET AT BUILDINGS 1 & 2.



VIEW INSIDE BUILDING 1 - LOOKING SOUTH. EXISTING CEILING HEIGHT TO UNDERSIDE OF STRUCTURE IS +/- 18' - 11".



STAIR TO EXISTING PARTIAL STORY RISE TO WEST BUMPOUT AT BUILDING 1 AND UP TO MEZZANINE (LEFT OF PICTURE).

NEW BEDFORD RESEARCH & ROBOTICS

EXISTING PHOTOS

NOVEMBER 19, 2021

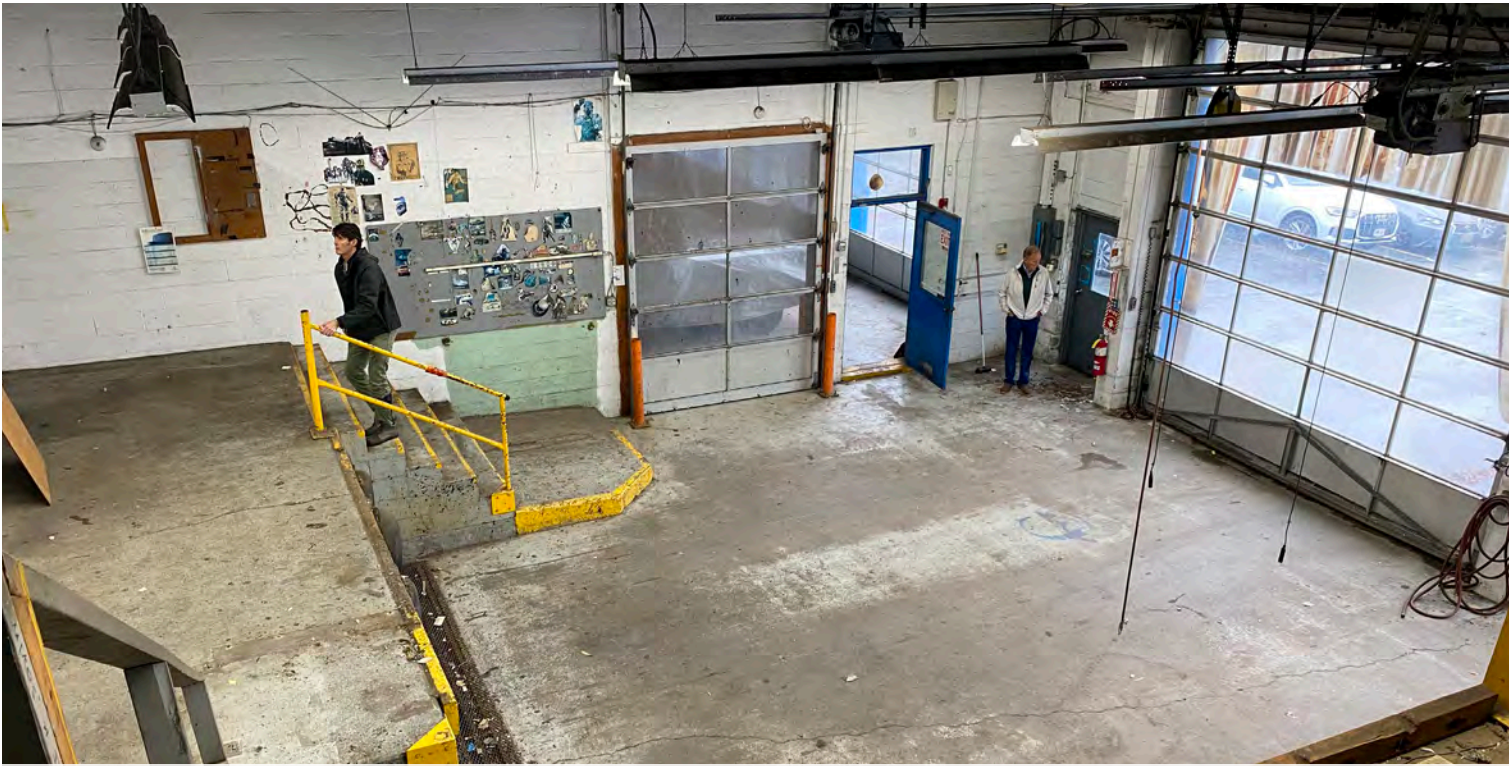




STAIR UP TO EXISTING MEZZANINE SPACE. CEILING HEIGHT UNDER MEZZANINE (TO UNDERSIDE OF MEZZANINE STRUCTURE) IS +/- 10' - 0" AND MEZZANINE HEIGHT UNDER ROOF STRUCTURE IS +/- 7' - 10".



VIEW FROM PARTIAL FLOOR UNDERNEATH EXISTING STORAGE MEZZANINE. CEILING HEIGHT TO UNDERSIDE OF STRUCTURE IS +/- 6' - 7" (STORAGE ABOVE IS +/- 4' - 11" TO UNDERSIDE OF STRUCTURE).



VIEW FROM EXISTING MEZZANINE LOOKING NORTH TOWARDS 'BUILDING 2'.



RAMP INTO 'BUILDING 3' WAREHOUSE SPACE & ADDITIONAL OPERABLE ROLLUP DOORS.

NEW BEDFORD RESEARCH & ROBOTICS

EXISTING PHOTOS
NOVEMBER 19, 2021





STEPS DOWN INTO 'BUILDING 2'.



GROUND FLOOR OF 'BUILDING 2'. EXISTING CEILING HEIGHT TO BOTTOM OF STRUCTURE IS +/- 7' - 5".



SECOND FLOOR OF 'BUILDING 2'.



THIRD FLOOR OF 'BUILDING 2' LOOKING EAST TOWARDS WATERFRONT / PURCHASE STREET / ROUTE 18.

NEW BEDFORD RESEARCH & ROBOTICS

EXISTING PHOTOS

NOVEMBER 19, 2021





'BUILDING 3' WAREHOUSE SPACE. RAMP DOWN TO 'BUILDING 1' IS THROUGH OPENING AT RIGHT OF CON-TAINER.



'BUILDING 4', WITH VEHICULAR AND PEDESTRIAN ACCESS FROM BOTH PURCHASE STREET AND CAMPBELL STREET.



MAIN STAIR AT 'BUILDING 4'.



UNIT KITCHEN AT INTACT UNIT OF 'BUILDING 4'.



THIRD FLOOR OF 'BUILDING 4' WHERE SOME PARTIAL RENOVATION WAS DONE, INCLUDING WINDOW REPLACEMENT, INSULATION INSTALLATION, ETC.

NEW BEDFORD RESEARCH & ROBOTICS

EXISTING PHOTOS
NOVEMBER 19, 2021





NEW BEDFORD RESEARCH & ROBOTICS

SITE PLAN
NOVEMBER 19, 2021

SCALE: 1/32"=1'-0"
0' 4' 8' 16' 32' 64' 128'





NEW BEDFORD RESEARCH & ROBOTICS

FIRST FLOOR - SCHEME B

NOVEMBER 19, 2021

SCALE: 1/16"=1'-0"

0' 2' 4' 8' 16' 32' 64'





NEW BEDFORD RESEARCH & ROBOTICS

ARTISTIC RENDERING - EXTERIOR

NOVEMBER 19, 2021



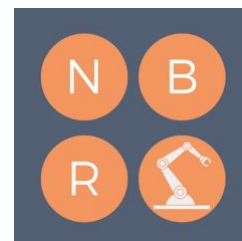


NEW BEDFORD RESEARCH & ROBOTICS

ARTISTIC RENDERING - INTERIOR

NOVEMBER 19, 2021





Attachments –

Attachment #2 **P&S Agreement**

(next pages)

KOLDYS & KELLEHER P.C.

449A Faunce Corner Road
Dartmouth, MA 02747
Ph. (508) 998-0000
Fax (508) 998-0300

Gregory J. Koldys, Esq.*
Mary E. Kelleher, Esq.

Also Admitted To Practice In
* Connecticut

March 14, 2022

Thomas J. Ryan, Esq., LL.M., Partner
Titus, Ryan, Schaefer & Kunz, P.C.
P.O. Box 1340
369 Wareham Road
Marion, MA 02738

Re: 1265 Purchase Street, New Bedford, MA

Dear Attorney Ryan,

Enclosed please find signed Purchase and Sale Agreement for the above referenced property.

Please call me should you have any questions.

Very truly yours,

KOLDYS & KELLEHER P.C.



Gregory J. Koldys
GJK@kklawpc.com

GJK/m
Encs.

z:\gjk\glaser glass corp\glaser ltd ptship-sale-1265 purchase st (8192)\ltr to attorney ryan.docx

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made this 14th day of March, 2022 (the "Effective Date"), by and between Glaser Limited Partnership, a Massachusetts Limited Partnership of 1265 Purchase Street, New Bedford, MA 02740 (hereinafter referred to as "Seller") and Southcoast Research & Robotics, LLC, of 42 Grove Street, New Bedford, MA 02740, or a nominee owned and/or controlled by the foregoing (hereinafter referred to as "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain Property (as hereinafter defined) located at 1265 Purchase Street, New Bedford, Bristol County, Massachusetts; and

WHEREAS, Seller desires to sell said Property, and Buyer desires to buy said Property upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, IN CONSIDERATION of the respective agreements and mutual promises hereinafter set forth, Seller and Buyer hereby agree as follows:

1. Property Included in Sale.

Seller hereby agrees to sell, assign and convey to Buyer, and Buyer hereby agrees to purchase from Seller, the following:

(a) Multiple parcels of land, with buildings thereon, located at and adjacent to 1265 Purchase Street, New Bedford, Bristol County, Massachusetts, listed as Lots 44, 46, 47, 48, 49 51, 54, 56, 58 and 60 on New Bedford Assessor's Map 66 (the "Land");

(b) All improvements and fixtures located on the Land, including, without limitation, all commercial and residential buildings and structures presently located on the Land, and all apparatus, equipment and appliances used in connection with the operation or occupancy of and located at the Land such as signage, heating and air conditioning systems and facilities used to provide any utility services, ventilation, or other services on the Land, but excluding the property of occupants and tenants of the Land (collectively, the "Improvements");

(c) All of the interest of Seller, if any, in any rights, profits, privileges and easements appurtenant to the Land and/or the Improvements, including any easements, rights of way or other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the "Appurtenances");

All of the items referred to in paragraphs 1(a), 1(b) and 1(c) above are hereinafter collectively referred to as the "Property."

2. Deposits.

(a) Buyer has contemporaneously with the execution and delivery of this Agreement paid a deposit in the amount of One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

All funds deposited or paid by the Buyer shall be held in a non-interest bearing escrow account by Gregory J. Koldys, Esq. Koldys & Kelleher P.C. 449 A Faunce Corner Rd., Dartmouth, Massachusetts, as "Escrow Agent" subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the Time for Performance. If a dispute arises between the Buyer and Seller concerning to whom escrowed funds should be paid, the Escrow Agent shall retain all escrowed funds pending written instructions mutually given by the Buyer and the Seller. The Escrow Agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds so long as Escrow Agent serves in good faith, and Buyer and Seller each agree to hold harmless Escrow Agent for damages, losses or expenses arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto.

3. Purchase Price.

(a) The Purchase Price of the Property is One Million Two Hundred Thousand and 00/100 (\$1,200,000.00) Dollars which Buyer hereby agrees to pay at the Time for Performance (collectively the "Purchase Price").

(b) The Purchase Price shall be paid as follows:

(i) The Deposit totaling One Hundred Thousand and 00/100 (\$100,000.00) Dollars shall be applied against the Purchase Price at the Time for Performance (hereinafter defined); and

(ii) At the Time for Performance Buyer shall pay in cash, by certified, cashier's, treasurer's, Attorney's IOLTA or bank check drawn on an FDIC insured bank, or by wire transfer of immediately available federal funds, an amount equal to the difference between the Purchase Price and the aggregate of (a) the Deposit and (b) an amount equal to the sum of any other credits accruing to Buyer and/or any amounts due to Seller under Section 9 hereof and any other applicable provision of this Agreement (the "Remaining Cash Payment").

4. Title to the Property

(a) At the Time for Performance, Seller shall convey to Buyer the Land, Improvements and Appurtenances by a good and sufficient quitclaim deed (the "Deed"),

running to 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, subject only to the following:

- (i) Real estate taxes assessed on the Land, Improvements and Appurtenances which are not yet due and payable;
- (ii) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (iii) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (iv) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Property as now used; and
- (v) Utility easements in the adjoining ways.

If the Deed refers to a plan needed to be recorded with it, at the Time for Performance the Seller shall deliver the plan with the Deed in proper form for recording or registration.

(b) Buyer's obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring Buyer's title to the Land, Improvements and Appurtenances without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by subparagraph 4 (a) of this Agreement. The premium for such title insurance shall be paid by the Buyer.

(c) The Buyer shall have the right to accept such title to the Property as the Seller can deliver at the Time for Performance and if extended, shall have such right at the Time for Performance. The Buyer shall also have the right to accept the Property in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of Buyer's decision to accept the Property and title, the Seller shall convey title and deliver possession. Acceptance of a Deed by the Buyer or Buyer's nominee, if any, shall constitute full performance by the Seller and shall be deemed to release and discharge the Seller from every duty and obligation set forth in this Agreement, except any duty or obligation of the Seller that the Seller has agreed to perform after the Time for Performance.

5. Buyer's Inspection Rights.

(a) Buyer's obligations under this agreement are subject to the right of the Buyer to obtain, at Buyer's own expense, an inspection of the Property by

inspectors, engineers, surveyors and/or consultants of Buyer's own choosing on or before the date that is six (6) months from the date this Agreement is fully executed by the Parties (the period between the Effective Date and this inspection expiration date is hereinafter referred to as the "Inspection Period") subject to Buyer's completion of the benchmarks shown on Exhibit D attached hereto within the time periods set forth in said Exhibit D. The Buyer and the inspectors, engineers, surveyors and/or consultants shall have the right of access to the Property at reasonable times after notice to Seller for purposes of surveying, analyzing, and/or inspecting the Property, including the performance of a 21E Environmental Study. Buyer hereby agrees to indemnify and hold Seller harmless of and from any loss, cost, damage, expense or injury, including, without limitation, any reasonable attorney's fees incurred by Seller, arising out of or resulting from Buyer's or any agent, contractor or representative of Buyer's entry onto or presence on the Land. If the Buyer is not reasonably satisfied with the results of such survey, analysis, and/or inspection, this agreement may be terminated by the Buyer at the Buyer's sole option without legal or equitable recourse to either party, the parties hereby releasing each other from all liability under this agreement, and the deposit shall be returned to the Buyer, provided, however, that the Buyer shall have notified Seller in writing on or before twenty-four hours after the expiration of the applicable Benchmark period set forth on Exhibit D with respect to each matter listed on Exhibit D or the Inspection Period regarding the financing contingency, as applicable, of the exercise of such option. In the event that this Agreement shall be terminated, or if for any reason the transfer contemplated by this Agreement shall not be consummated then, forthwith upon such termination date, Buyer shall deliver to Seller true and complete copies of, and, to the extent Buyer is able lawfully to do so, shall assign good title to and deliver to Seller, free of all claims of any person or other entity other than Seller, all studies, surveys, reports, investigations, test results, information and the like relating to the premises and obtained, generated or developed by or on behalf of Buyer (collectively the "Studies") excluding and such reports regarding Ch. 21E/hazardous waste or materials matters. Without derogating from Buyer's obligation hereunder to deliver all of the Studies to Seller, such delivery shall be without warranty or representation as to the completeness or accuracy of the information set forth therein. The obligations of Buyer under this paragraph shall survive any termination of this Agreement. Buyer shall be under no obligation to complete any studies that were started.

Buyer is relying on said inspection and not any representation of Seller or the Broker regarding the Premises. Buyer acknowledges that Buyer is purchasing the premises "AS IS". Buyer hereby releases and agrees to indemnify Seller and the Broker(s), if any, of and from any and all liability of any nature relating to (a) the condition of the premises or any materials, substances or structures or improvements thereon, or (b) any defects in the premises or structures or improvements therein.

(b) From and after the date of the execution hereof by both Buyer and Seller and notwithstanding any term or provision herein contained to the contrary, Seller shall, after written notice to Seller, afford authorized representatives of Buyer reasonable access to the Property for the purposes of satisfying Buyer with respect to title and other inspections and reviews. Buyer hereby agrees to indemnify and hold Seller harmless of and from any loss, cost, damage, expense or injury, including, without limitation, any reasonable attorney's fees incurred by Seller, arising out of or resulting from Buyer's or any agent, contractor or representative of Buyer's entry onto or presence on the Land and shall require evidence of insurance coverage covering all persons entering onto the Land against any loss, cost, damage or injury arising out of their presence on or suffered while on the Land.

(c) Seller agrees that in the event there are circumstances that arise that are outside of the Buyer's control and the Buyer's inspectors, engineers, surveyors and/or consultants require additional time to complete tests, surveys and the like, or to prepare a written report to be relied upon by Buyer, and as it relates to an item of due diligence listed on Exhibit D then beyond the periods set forth in Exhibit D, the Inspection Period may be extended for a mutually agreeable reasonable period taking into account an assessment by Buyer's consultants of how much additional time is needed.

(d) Buyer agrees to provide due diligence updates to Seller's counsel on a bi-weekly basis, starting sixty (60) days from the Effective Date. Such updates shall include a list of what due diligence investigations have been commenced, the status of each item and when additional due diligence investigations will commence.

6. Time for Performance.

(a) The SELLER shall deliver the Deed and the BUYER shall pay the balance of the purchase price at 2 o'clock P.M. on or before the date that is thirty (30) days from the expiration of the Inspection Period or any extension thereto, or at such other time and place as is mutually agreed in writing. Unless the Deed and other documents required by this Agreement are recorded at the Time for Performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). Seller's attorney or other escrow agent shall disburse funds after 2:00 p.m. on the next business day following the date for performance, provided the recording attorney has not reported a problem outside the recording attorney's control.

(b) At the Time for Performance Seller shall deliver the following, each of which shall be a condition to Buyer's obligation to purchase the Property at the Time for Performance:

- (i) The Deed as required by paragraph 4(a) above;
- (ii) The Bill of Sale for personal property included in the sale hereunder;

(iii) Originals of any warranties ("Warranties") or guarantees ("Guarantees") received by Seller from any contractors, subcontractors, suppliers or materialmen in connection with construction of the Improvements, with all assignment fees and charges, if any, having been paid by Seller;

(iv) A duly executed counterpart of the Assignment of Intangibles;

(v) A duly executed counterpart of a Closing Statement in form and content reasonably satisfactory to Buyer and Seller;

(vi) Certificate of Seller that all of the representations and warranties of Seller set forth in Section 7 of this Agreement are and remain true and are remade as of the Time for Performance;

(vii) Any other documents, instruments or agreements called for hereunder which have not previously been delivered; and

(viii) Such certifications and documents as may customarily and reasonably be required by the Buyer's attorney, Buyer's lender, Buyer's lender's attorney or any title insurance company insuring the Buyer's title to the Property, including, without limitation, certifications and documents relating to: (A) the creation of mechanic's or materialmen's liens; (B) the citizenship and residency of SELLER as required by law; and (C) information required to permit the closing agent to report the transaction to the Internal Revenue Service.

Buyer may waive compliance on Seller's part under any of the foregoing items by an instrument in writing.

(c) At the Time for Performance, Buyer shall deliver to Seller the following:

(i) The Purchase Price;

(ii) A duly executed counterpart of the Closing Statement;

(iii) A Certificate of Buyer certifying that all action necessary has been taken, and that Buyer is duly and validly authorized to enter into this Agreement and to perform and consummate the transactions contemplated herein;

(iv) A duly executed counterpart of the Assignment of Intangibles;

(v) Certificate of Buyer that all of the representations and

warranties of Buyer set forth in Section 8 of this Agreement are and remain true and are remade as of the date of the Time for Performance;

(vi) Such additional documents, instruments, agreements, certificates and waivers as Buyer's title insurer may reasonably request to transfer title to the Real Property to Buyer.

Seller may waive compliance on Buyer's part under any of the foregoing items by an instrument in writing.

(d) If the Seller cannot convey title as required by this Agreement or cannot deliver possession of the Property as agreed, or if at the Time for Performance the Property does not conform with the requirements set forth in this Agreement or the Buyer is unable to obtain title insurance in accordance of subparagraph 4(b), upon written notice given no later than the Time for Performance from either party to the other, the Time for Performance shall be automatically extended for thirty (30) days, except that if Buyer's mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the Time for Performance set forth in paragraph 6 shall be extended to one business day before expiration of the mortgage commitment. Seller shall use reasonable efforts to make the title conform or to deliver possession as agreed, or to make the Property conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the Seller has actual knowledge at the time of signing this Agreement, the Seller shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Property conform or to deliver possession as agreed. Seller shall remove all voluntary liens which secure payment of money. If at the expiration of the Time for Performance, or if there has been an extension, at the expiration of the Time for Performance as extended, the Seller, despite reasonable efforts, cannot make the title or Property conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the Seller has been unable to use proceeds from an insurance claim, if any, to make the Property conform, then, at the Buyer's election, any payments made by the Buyer pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the Buyer and Seller shall terminate and this Agreement shall automatically become void and neither the Buyer nor Seller shall have further recourse or remedy against the other.

7. Representations and Warranties of Seller.

Seller represents and warrants for the benefit of Buyer that to the best of Seller's knowledge, the following facts are true, complete and correct and will be true, complete and correct as of the Time for Performance:

(a) All the documents executed by Seller which are to be delivered to Buyer prior to or at the Time for Performance are and at the Time for Performance will be duly authorized, executed and delivered by Seller, will be legal, valid and binding

obligations of Seller and will be sufficient to convey title (if they purport to do so), and do not and at the Time for Performance will not violate any provisions of any applicable law or any agreement to which Seller is a party or to which Seller or its property is subject or bound.

(b) Except for those Service Contracts and Leases which the Buyer expressly agrees in writing to assume (such Service Contracts and Leases, the "Assumed Contracts"), at the Time for Performance there will be no outstanding leases, service contracts, construction contracts, maintenance contracts, leasing commission contracts, employment contracts, management contracts or any other contract made by Seller or binding upon Buyer with respect to the Property (collectively the "Service Contracts") which have not been terminated and fully paid (unless otherwise agreed to in writing by Buyer), and Seller shall cause to be discharged all mechanics or materialmen's liens arising from any labor or materials furnished to the Property prior to the Time for Performance.

(c) The execution of the documents contemplated by this Agreement at the Time for Performance will not violate or result in any default under any contract, agreement or instrument to which Seller is a party or by which Seller or its property is bound, nor violate or conflict with any other restriction of any kind or character to which Seller or its property is subject, and no consent or approval of any party or any consent, Regulatory Approval, approval, authorization or declaration of any governmental authority, bureau or agency is or will be required in connection with the execution and delivery of such documents except such as shall have been executed and delivered to Buyer.

(d) Seller has no knowledge of any litigation or material claims or causes of action, or any government proceeding or inquiry, whether pending or threatened, concerning Seller or the Property or any portion thereof.

(e) Seller has not received a notice or request from any insurance company or Board of Fire Underwriters (or organizations exercising functions similar thereto) requesting the performance of any work or alteration with respect to the Property.

(f) Seller has received no notice that Seller or the Property is in violation of any zoning, building, health, traffic, environmental, flood control, or other applicable laws, regulations, ordinances and rulings of any local, state or federal authorities or governmental entities having jurisdiction over the Property, and Seller has no knowledge of any such violation.

(g) No assessments for public improvements have been made against the Property which are unpaid, including, without limitation, those for construction of sewer or water lines, streets, sidewalks or curbs.

(h) All of the representations and warranties of Seller set forth in this Section 7 shall survive the Time for Performance for a period of sixty (60) days

thereafter, and in the event any breach of the foregoing representations and warranties, Buyer shall have the right to bring an action against Seller for such breach at any time prior to the first (1st) anniversary of the Time for Performance.

8. Representations and Warranties of Buyer.

Buyer hereby represents and warrants to Seller that this Agreement and all documents executed by Buyer or Buyer's nominee which are to be delivered to Seller at the Time for Performance, are and will be duly authorized, executed and delivered by Buyer and are, and at the Time for Performance will be, legal, valid and binding obligations of Buyer or Buyer's nominee and do not, and at the Time for Performance will not, violate any provisions of any agreement to which Buyer or Buyer's nominee is a party and that neither the execution nor the delivery of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation or default under any term or provision of the Articles of Organization or Operating Agreement of Buyer or Buyer's nominee.

9. Apportionments.

The following are to be apportioned as of 12:01 A.M., on the date of the Time for Performance on the basis of a 365-day year:

(a) Real and Personal Property Taxes. Real and Personal Property taxes for the current year and assessments, if any, shall be apportioned between the parties as of 12:01 A.M. on the date of the Time for Performance. If the amount of said taxes or assessments is not known at such time, they shall be apportioned on the basis of the preceding year. Such taxes and/or assessments shall be reapportioned as soon as the new rate or valuation can be ascertained. Within ten (10) days after such reapportionment, if any, Seller shall notify Buyer of such reapportionment in writing, and Seller or Buyer, as the case may be, shall, within ten (10) days of the date of such notice, remit to the other the amount owed as a result of such reapportionment. Tax liens, taxes, assessments and special charges, if any, for prior years, which are a lien upon or otherwise relate to the ownership or operation prior to the Time for Performance of the sale of the Property, shall be paid by Seller at or prior to the Time for Performance.

(b) Water, Sewer and Utility Charges. All water, sewer and utility charges shall be apportioned as of 12:01 A.M. on the date of the Time for Performance. If such apportionment cannot be calculated accurately at that time, the same shall be calculated within thirty (30) days after the Time for Performance and either party owing the other party a sum of money based on such subsequent apportionment shall promptly pay said sum to the other party.

(c) Operating Expenses. All expenses normal to the operation and maintenance of the Property not otherwise addressed herein, including without limitation, fuel in any tank, annual permit or inspection fees, and service contracts which Buyer assumes, shall be apportioned as of 12:01 A.M. on the date of the Time for Performance. If

such apportionment cannot be calculated accurately at that time, the same shall be calculated within thirty (30) days after the Time for Performance and either party owing the other party a sum of money based on such subsequent appointment shall promptly pay such sum to the other party.

10. Payment of Costs.

(a) Seller shall pay: the recording fees for discharges or releases of any liens or encumbrances required to be discharged or released prior to the transfer of the Property to Buyer, Seller's attorneys' fees incurred in connection with this transaction, and the deed stamp excise tax payable upon execution and recording of the Deed.

(b) Buyer shall pay: all title abstracting costs, costs incurred in connection with the preparation of a preliminary title insurance binder and with the title insurance policy and survey, title insurance premium, fees for recording of the Deed conveying title to Buyer and Buyer's attorneys' fees incurred in connection with this transaction.

(c) All other closing costs shall be adjusted between Buyer and Seller in accordance with standard conveyancing practices in the municipality in which the Property is located.

11. Indemnification.

Each party hereby agrees to indemnify the other party and hold it harmless from and against any and all claims, demands, liabilities, costs, expenses, penalties, damages and losses, including, without limitation, reasonable attorneys' fees, resulting from any intentional misrepresentation or breach of warranty or breach of covenant made by such party in this Agreement or in any document, certificate or exhibit given or delivered to the other pursuant to or in connection with this Agreement where such intentional misrepresentation or breach of warranty has been established by a final judgment of a court of competent jurisdiction and any appeals have been exhausted, pursuant to the terms and/or unless otherwise set forth herein.

12. Loss by Fire or other Casualty; Condemnation.

In the event that, prior to the Time for Performance, the Property, or any part thereof, is destroyed or damaged such that Buyer's estimate of the cost to repair such destruction or damage reasonably exceeds Ten Thousand Dollars (\$10,000.00), or if condemnation proceedings are commenced against any portion of the Property, Buyer shall have the right, exercisable by giving notice of such decision to Seller within fifteen (15) days after receiving written notice of such damage, destruction or condemnation proceedings, to terminate this Agreement, in which case the Deposit shall be returned to Buyer and neither party shall have any further rights or obligations hereunder. If Buyer elects to accept the Property in its then condition, all proceeds of insurance or condemnation

awards payable to Seller by reason of such damage, destruction, or condemnation shall be paid or assigned to Buyer upon payment to Seller of the Remaining Cash Payment. In the event that the cost to repair the destruction or damage to the Property is equal to or less than Ten Thousand Dollars (\$10,000.00) and Seller is unwilling to repair or replace same, Buyer shall accept the Property in its then condition and proceed with the purchase as herein provided, in which case Buyer shall be entitled to a reasonable reduction of the Purchase Price to the extent of the cost of repairing such damage or replacing the damaged property exceeds the amount of any insurance proceeds plus the amount of any applicable deductible or condemnation awards paid to Buyer by Seller, but in no event for repairs or replacement of more than \$10,000.

13. Possession.

Full possession of the Property, subject to the rights of the Tenants in the Leases is to be delivered at the Time for Performance, said Property to be then (a) in the same condition as they are now, subject to the terms of Section 12 hereof and reasonable use and wear thereof, and (b) in compliance with any applicable easement, covenant or restriction of record and all applicable laws.

14. Maintenance of and Insurance upon the Property.

Between the time of Seller's execution of this Agreement and the Time for Performance, Seller shall; (a) maintain the Property in the same order, condition, and repair as is consistent with its past practices, reasonable wear and tear expected, as well as damage by casualty excepted; (b) operate the Property in the same manner as before the making of this Agreement, the same as though Seller were retaining the Property; and (c) keep the Property insured, at its expense, against fire and other extended coverage perils as presently insured.

15. Miscellaneous.

(a) Notices. Unless otherwise specifically set forth herein, any notice to be given hereunder shall be in writing and signed by the parties or the parties' attorneys and shall be deemed to have been given (i) when delivered in hand; or (ii) when received if mailed by certified mail, postage prepaid; or (iii) when sent by email or telefax with confirmation copy mailed first class mail:

In the case of Seller to:

Iris Glaser
7 Windjammer Dr.

South Dartmouth, MA 02748

With a copy to:

Gregory J. Koldys, Esq.
Koldys & Kelleher, P.C.
449 A Faunce Corner Road
Dartmouth, MA 02747
GJK@kklawpc.com
508-998-0000

In the case of Buyer to ;

Mark Parsons, Manager
Southcoast Research & Robotics, LLC
42 Grove Street
New Bedford, MA 02740

With a copy to:

Thomas J. Ryan, Esq.
Titus, Ryan, Schaefer & Kunz, P.C.
P.O. Box 1340
369 Wareham Road
Marion, MA 02738
tryan@trsklaw.com
508-748-2052

(b) Brokers and Finders. Neither Buyer nor Seller has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or other person who can claim a right to a commission or finders' fee as a procuring cause of the sale contemplated herein other than CIC Realty or Richard E. Barnes. In the event that any other broker or finder claims a commission or finder's fee based upon any such contact, dealings, or communication, the party through which the broker or finder makes its claim shall be solely responsible for said commission or fee and all costs and expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same. Each party shall hold the other harmless from and against any and all claims, losses, costs, damages, liabilities or expenses, including, without limitation, reasonable attorneys' fees arising out of any claim for broker/finder fees. The terms and provisions of this paragraph shall

indefinitely survive termination of this Agreement or the Time for Performance.

(c) Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives, and assigns. Without being relieved of any liability under this Agreement, Buyer reserves the right to take title to the Property in a name other than that of Buyer or to assign its rights under this Agreement.

(d) Amendments and Termination. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(e) Continuation and Survival of Representations and Warranties. All representations and warranties by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall remain true and correct as of the Time for Performance; shall be deemed to be material; and shall, unless a shorter term is specified in a provision of this agreement, survive the execution and delivery of this Agreement and the delivery of the Deed and transfer of title for a period of twelve (12) months.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

(g) Merger of Prior Agreements. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein.

(h) Enforcement. In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees where such failure of performance or interpretation of this Agreement has been established by a final judgment of a court of competent jurisdiction and any appeals have been exhausted.

(i) Remedies. If Seller shall tender the Deed, Bill of Sale and all other closing documents required by this Agreement in compliance with its obligations hereunder and all conditions precedent to Buyer's obligations have been satisfied, performed or waived by Buyer and if Buyer shall fail or refuse to close title as required by the terms of this Agreement or if Buyer is otherwise in default hereunder so that Seller has the right to refuse to close this transaction, Seller shall have the right to retain the Deposit, which shall be Seller's sole and exclusive remedy at law or in equity. If Seller shall default in any of its obligations hereunder, the Deposit shall be returned to Buyer forthwith, and such return of deposit shall be Buyer's sole remedy against Seller hereunder.

(j) Time of Essence. Time is of the essence in this Agreement. No waiver of any breach or default by any party hereto shall be considered to be a waiver of any other or subsequent breach or default.

(k) Waiver of Trial by Jury. Buyer and Seller hereby knowingly and voluntarily waive any rights to request or require trial by jury in any proceeding for any legal or equitable remedy, or in any action based, in whole or in part, on failure of performance or other default under this Agreement.

(l) Exhibits and Schedules. All Exhibits and Schedules referred to in this Agreement shall be deemed to be attached hereto and made a part hereof.

16. Title to Real Estate.

To enable Seller to make the conveyance as herein provided, Seller may at the Time for Performance use the Purchase Price or any portion thereof to clear the title of the Property of any or all encumbrances or interests, provided that all instruments so procured are recorded prior to or the recording thereof is assured (via affirmation title insurance or otherwise) at the recording of the Deed for the Property.

17. Business Day

In the event that the date for delivery of any notice or the performance by any party of any obligation of such party under this Agreement, including, without limitation, the expiration date of the Inspection Period or the Time for Performance, shall occur on a Saturday, Sunday or other legal holiday recognized in Massachusetts or the municipality or county in which the Property is located (a "Non-business Day"), the time for delivery of such

notice or performance of such obligation shall be the next day which is not a Non-business Day (a "Business Day").

18. Confidentiality

From the Effective Date through the earlier of the Time for Performance or the termination of this Agreement, both parties agree to hold all information relative to the proposed transaction, including, without limitation, the existence of negotiations between the parties, in strict confidence unless disclosure of the same is required by law. Notwithstanding the foregoing, Buyer and Seller may discuss the proposed transactions at any time with Buyer's staff, potential lenders and/or equity participants and their attorneys and professional advisors, and with other persons or advisors on a "need to know" basis. Buyer may discuss the proposed transactions with municipal, state and federal governmental and regulatory officials with respect to providing information to Buyer relative to the Property.

19. Financing Contingency. In order to help finance the acquisition of the property the Buyer shall apply for a commercial mortgage, with or without SBA backing, from an institution lender in an amount at least Nine Hundred Sixty Thousand and 00/100 (\$960,000.00) Dollars at prevailing rates, terms and conditions. If despite the Buyer's diligent efforts a commitment for such loan cannot be obtained on or before the end of the Inspection Period, the Buyer may terminate this Agreement by written notice 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 and 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 submits a complete loan application conforming to the foregoing provisions within forty-five (45) days of the Effective Date of this Agreement.

Buyer agrees to provide updates to Seller's counsel on a bi-weekly basis, starting sixty (60) days from the Effective Date of Buyer's progress on obtaining financing. Such updates shall include the status of delivery by Buyer of any materials and information required by Buyer's financing entity.

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

SELLER: Glaser Limited Partnership

BUYER:
Southcoast Research & Robotics, Inc.

By: Rosalyn Glaser
Roslyn Glaser, General Partner

By: Mark Parsons
Mark Parsons

EXHIBIT A
BENCHMARKS FOR INSPECTIONS, ETC.

Title Search Begun	Within 30 days from Effective Date
Title Search/Analysis Complete	Within 60 days from Effective Date
Building Inspection Occurs	Within 30 days from Effective Date
Environmental/21E Phase I	Within 30 days from Effective Date

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Attachments –

Attachment #3
Costs, narrative, and funding sources
(next pages)

New Bedford Research & Robotics | CAPITAL BUDGET

		Incurring (all or part)	Allowance	ATTACHED
USES OF FUNDS				
Acquisition & Due Diligence				
Acquisition	\$1,200,000			Per P&S Agreement; closing October 2022
Appraisal	\$6,500	x		For acquisition loan. Final pricing in process
Closing Fee (points)	\$9,600			Per executed Term Sheet
Bank Counsel + Borrower Counsel	\$20,000		x	Estimate
Closing Fees, Recording, etc	\$3,500		x	Estimate
Title Report/Title Policy	\$8,000	x	x	Portion incurred, pending final policy
Insurance (G/L); Installment #1	\$12,250		x	Estimate per discussions with carrier (one year)
Pro Rata Opex (Ins, Taxes)	\$2,500		x	Estimate
Due Diligence				
Due Diligence Environmental Phase 1	\$3,900	x		Sage Environmental; investigation complete. Invoice avail upon request
Due Diligence Hazmat		x		Sage Environmental; complete. Cost included above
Due Diligence Survey	\$9,305	x		Horsley Witten; complete. Invoice avail upon request
Due Diligence Structural	\$3,200	x		Camera/O'Neill; complete. Invoice avail upon request
Due Diligence Mech, Elec, Plumbing	\$8,500	x		Kjelgaard; Complete. Invoice avail upon request
SubTotal: Acquisition & Due Diligence	\$1,287,255			
Construction/Hard Costs				
Phase 1	\$3,200,000	x		please see 3rd party estimate: Pariseault Builders
Value Engineering (10%)	(\$320,000)			In Process; per review sessions with contractor/subcontractor. Includes removal of design contingency
Testing During Construction	\$5,000		x	Allowance based on experience
Site Lighting, Signage & Landscaping	\$10,000		x	Allowance
Escalation	\$0		x	carried in 3rd party construction estimate
Owner's Hard Cost Contingency (5%)	\$144,750		x	
SubTotal: Construction Costs	\$3,039,750			
TI & FF&E				
Digital Manufacturing Equipment (FF&E)	\$175,000	x		Detailed budget for start-up included as FF&E Start-Up
Furniture & Fixtures	\$40,000			Chairs, tables, furnishings, etc for start-up
SubTotal: TI & FF&E	\$215,000			
Soft Costs				
Architectural & Engineering				
Design Concept Planning & Programming	\$10,000	x		Incurred
Acq. Support & Dev. Project Management	\$26,758	x		Through Aug 31 2022
Architectural & Engineering - Schematic, DD, CD, CA	\$126,988	x		Proposal avail upon request
Construction Pricing (Third party)	\$7,125	x		Per signed contract; avail upon request
Org. & Professional				

New Bedford Research & Robotics CAPITAL BUDGET					
		Incurring (all or part)	Allowance	ATTACHED	
Entitlement Fees & Application Costs	\$3,500		x		
Dev. Project Management	\$33,000		x		Peregrine Group; avg \$5500/month X 6 months
Legal & Professional Entitlements	\$10,000		x		Allowance
Legal & Professional Membership-related	\$10,000		x		Allowance
Carry Costs					
Utilities During Construction/Start-up	\$49,000		x		\$1.5 PSF * one year
Insurance During Construction/Start-up	\$0		x		Carred above
Real Estate Taxes During Construction/Start-up	\$28,000		x		\$27,000 (approx current) * 1 year
Builders Risk Insurance	\$0				by contractor/in estimate
SubTotal: Soft Costs	\$304,371				
TOTAL	\$4,846,375				
			COMMITTED		
SOURCES OF FUNDS					
Acquisition Loan (Bay Coast)	\$960,000	20%	x		Executed Term Sheet [Attached]
Owner Equity	\$265,000	5%	x		Incurred
Foundation Funds	\$300,000	6%			Based on past/existing/evolved discussions
Add'l State and Philanthropy Sources	\$1,071,375	22%			Includes grants, MassDev, misc. sources
ARPA Funds	\$2,250,000	46%			\$2M
TOTAL	\$4,846,375	100%			

CONSTRUCTION ESTIMATE

PROJECT NAME:

New Bedford Research & Robotics

DATE:

9/19/2022

PROJECT ADDRESS:

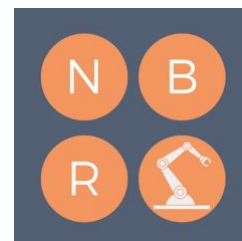
1485 Purchase Street New Bedford, MA

CODE	C.C.D.	SCOPE OF WORK DESCRIPTION	TOTAL	CSF	ALTERNATE 1 - Exterior perf piping	ALTERNATE 2 - New Concrete Slab
					TOTAL	TOTAL
01 00 00	GENERAL REQUIREMENTS		\$134,880.00	\$11.24	\$0.00	\$0.00
01 04 09	Superintendent	Project Supervision - Site Superintendent*	\$0.00		\$0.00	\$0.00
01 05 00	Assistant Superintendent	Project Supervision - Site Foreman*	\$68,400.00		\$0.00	\$0.00
	Leave Blank	Project Management	\$33,640.00		\$0.00	\$0.00
	Leave Blank	Temporary Facilities	\$32,840.00		\$0.00	\$0.00
01 51 13	Temp Electric	Electricity & Temporary Power, Panels & Whips	\$1,000.00		\$0.00	\$0.00
01 51 23	Temp Heating / Cooling	Temporary Heat & Winter Condition Allowance	\$5,000.00		\$0.00	\$0.00
01 52 14	Storage Trailers	Office & Storage trailers	\$1,600.00		\$0.00	\$0.00
01 52 19	Sanitary Facilities	Porta-Johns	\$1,100.00		\$0.00	\$0.00
01 54 09	Site Safety	Security, watchmen & barricades Allowance	\$2,000.00		\$0.00	\$0.00
01 55 05	Travel and Parking	Travel allowance & Vehicle expenses	\$1,950.00		\$0.00	\$0.00
01 56 26	Temp Fencing	Temporary Fencing	\$1,260.00		\$0.00	\$0.00
01 58 13	Project Signage	Project Signage	\$1,100.00		\$0.00	\$0.00
01 74 13	Progress Cleaning	Progress Cleaning	\$8,450.00		\$0.00	\$0.00
01 74 16	Delivery & Trucking	Delivery & Trucking	\$3,380.00		\$0.00	\$0.00
01 74 23	Final Cleaning	Final Professional Cleaning	\$6,000.00	\$0.50	\$0.00	\$0.00
	Leave Blank	Allowances:	\$0.00		\$0.00	\$0.00
020000	EXISTING CONDITIONS		\$75,261.00	\$6.27	\$0.00	\$0.00
02 22 00	Site Demolition	Provide site preparation and maintain safe site zone	\$4,400.00	\$0.37	\$0.00	\$0.00
02 41 00	Demolition	Provide interior sandblasting and wall prep for interior waterproofing	\$26,802.00	\$2.23	\$0.00	\$0.00
02 41 00	Demolition	Provide interior selective demolition and removals of storefronts, OHD's, interior walls, mezzanines, MEP's,	\$28,544.00	\$2.38	\$0.00	\$0.00
02 41 01	Demolition Dumpsters & Hauling (COW)	Provide dumpsters and hauling	\$4,500.00	\$0.38	\$0.00	\$0.00
02 70 00	Removal and Coordination of Materials	Remove, cull and salvage existing 2x framing lumber	\$11,015.00	\$0.92	\$0.00	\$0.00
030000	CONCRETE		\$10,563.00	\$0.88	\$0.00	\$60,590.00
03 21 00	Reinforcing Steel	Provide reinforcing steel for new slab infills at plumbing trenching	\$1,365.00	\$0.11	\$0.00	\$0.00
03 30 00	Cast-in-place Concrete	Provide concrete slab infills for new plumbing	\$4,128.00	\$0.34	\$0.00	\$36,800.00
03 80 00	Concrete Cutting & Coring	Provide saw cutting and removals of existing concrete slab for new plumbing	\$5,070.00	\$0.42	\$0.00	\$23,790.00
040000	MASONRY		\$49,000.00	\$4.08	\$0.00	\$0.00
04 05 13	Masonry Cleaning	Provide power wash and pointing of existing exterior masonry	\$17,000.00	\$1.42	\$0.00	\$0.00
04 30 00	Masonry Infill / Patching	Provide patching and repointing of existing masonry façade	\$32,000.00	\$2.67	\$0.00	\$0.00
050000	METALS		\$16,000.00	\$1.33	\$0.00	\$0.00
05 10 00	Structural Steel	Provide structural steel reinforcement of roof for new HVAC and skylight expansion	\$12,500.00	\$1.04	\$0.00	\$0.00

CODE	C.C.D.	SCOPE OF WORK DESCRIPTION	TOTAL	CSF	ALTERNATE 1 - Exterior perf piping	ALTERNATE 2 - New Concrete Slab
					TOTAL	TOTAL
05 50 00	Miscellaneous Metal Fabrication	Provide misc. metal rails and lintels	\$3,500.00	\$0.29	\$0.00	\$0.00
060000	WOOD & PLASTICS		\$38,410.00	\$3.20	\$0.00	\$0.00
06 10 00	Rough Carpentry	Provide interior rough framing and blocking, roof parapet blocking	\$21,800.00	\$1.82	\$0.00	\$0.00
06 40 00	Architectural Millwork	Provide break room cabinets and counters	\$10,710.00	\$0.89	\$0.00	\$0.00
06 90 00	General Building Materials	Provide fasteners and anchors	\$5,900.00	\$0.49	\$0.00	\$0.00
070000	THERMAL & MOISTURE PROTECTION		\$236,445.00	\$19.70	\$0.00	\$12,640.00
07 10 00	Damproofing & Waterproof	Provide interior building waterproofing and foundation sealing	\$36,500.00	\$3.04	\$0.00	\$0.00
07 26 00	Vapor Retarders	Provide concrete slab vapor retarder at trenches	\$495.00	\$0.04	\$0.00	\$12,640.00
07 50 00	Membrane Roofing	Provide and install new membrane roof and flashing	\$196,000.00	\$16.33	\$0.00	\$0.00
07 84 00	Firestopping	Provide firestopping and sealing	\$1,400.00	\$0.12	\$0.00	\$0.00
07 92 00	Joint Sealants	Provide caulking and sealants	\$2,050.00	\$0.17	\$0.00	\$0.00
080000	OPENINGS		\$440,278.00	\$36.69	\$0.00	\$0.00
08 10 00	Doors & Frames	Provide (12) doors & frames	\$27,900.00	\$2.33	\$0.00	\$0.00
08 30 00	Special Doors & Frames	Provide (5) 15'x5' new skylights rotated 45 degrees from shown	\$50,500.00	\$4.21	\$0.00	\$0.00
08 33 00	Overhead Doors	Provide new narrow line OHD and openers	\$61,388.00	\$5.12	\$0.00	\$0.00
08 41 00	Entrances & Storefronts	Provide and install new exterior HD storefront to mimic OHD with solarban windows and bottom opaque panel	\$162,250.00	\$13.52	\$0.00	\$0.00
08 70 00	Hardware	Provide and install new door hardware	\$3,240.00	\$0.27	\$0.00	\$0.00
08 80 00	Glazing	Provide and install interior glass office fronts, conference slider and office assemblies	\$135,000.00	\$11.25	\$0.00	\$0.00
090000	FINISHES		\$157,330.00	\$13.11	\$0.00	\$0.00
09 20 00	Gypsum Drywall	Provide and install interior drywall and framing	\$48,165.00	\$4.01	\$0.00	\$0.00
09 30 00	Tiling	Provide and install ceramic tile flooring at restrooms	\$5,100.00	\$0.43	\$0.00	\$0.00
09 60 00	Flooring (Carpet/Resilient)	Provide and install wood floating floor as mentioned by client	\$49,500.00	\$4.13	\$0.00	\$0.00
09 60 50	Floor Preparation	Provide interior existing slab preparation for flooring installations	\$6,375.00	\$0.53	\$0.00	\$0.00
09 90 00	Painting & Coating	Provide interior and exterior painting	\$48,190.00	\$4.02	\$0.00	\$0.00
100000	SPECIALTIES		\$12,980.00	\$1.08	\$0.00	\$0.00
10 14 00	Signage	Provide interior way finding singage allowance	\$1,500.00	\$0.13	\$0.00	\$0.00
10 21 13	Toilet Compartments	Provide allowance for (2) interior toilet stalls per restroom	\$7,200.00	\$0.60	\$0.00	\$0.00
10 28 00	Toilet & Bath Accessories	Provide toilet accessories for (2) restrooms	\$2,800.00	\$0.23	\$0.00	\$0.00
10 44 00	Fire Protection Specialties	Provide (4) fire extinguishers and cabinets	\$1,480.00	\$0.12	\$0.00	\$0.00
110000	EQUIPMENT		\$0.00	\$0.00	\$0.00	\$0.00
120000	FURNISHINGS		\$0.00	\$0.00	\$0.00	\$0.00
130000	SPECIAL CONSTRUCTION		\$0.00	\$0.00	\$0.00	\$0.00
140000	CONVEYING SYSTEMS		\$0.00	\$0.00	\$0.00	\$0.00
210000	FIRE SUPPRESSION		\$79,300.00	\$6.61	\$0.00	\$0.00
21 00 00	Fire Supression	Provide new fire sprinkler system	\$79,300.00	\$6.61	\$0.00	\$0.00
220000	PLUMBING		\$39,200.00	\$3.27	\$0.00	\$0.00

CODE	C.C.D.	SCOPE OF WORK DESCRIPTION	TOTAL	CSF	ALTERNATE 1 - Exterior perf piping	ALTERNATE 2 - New Concrete Slab
					TOTAL	TOTAL
22 00 00	Plumbing	Provide plumbing and drains for (2) new restrooms, drinking fountain and breakroom sink	\$39,200.00	\$3.27	\$0.00	\$0.00
230000	H.V.A.C.		\$549,000.00	\$45.75	\$0.00	\$0.00
23 00 00	HVAC	Provide and install new HVAC system	\$549,000.00	\$45.75	\$0.00	\$0.00
250000	BUILDING AUTOMATION		\$0.00	\$0.00	\$0.00	\$0.00
260000	ELECTRICAL		\$393,000.00	\$32.75	\$0.00	\$0.00
26 00 00	Electrical	Demolish existing to panels, provide new power, wiring and lighting installations	\$308,000.00	\$25.67	\$0.00	\$0.00
26 50 00	Lighting	Provide lighting fixture allowance	\$85,000.00	\$7.08	\$0.00	\$0.00
270000	COMMUNICATIONS		\$70,560.00	\$5.88	\$0.00	\$0.00
27 00 00	Telephone / Data	Provide tele/data infrastructure - Connections by clients vendor	\$70,560.00	\$5.88	\$0.00	\$0.00
280000	ELECTRONIC SAFETY & SECURITY		\$54,810.00	\$4.57	\$0.00	\$0.00
28 31 00	Fire Alarm	Provide new fire alarm system	\$54,810.00	\$4.57	\$0.00	\$0.00
310000	EARTHWORK		\$2,700.00	\$0.23	\$52,500.00	\$0.00
31 00 00	Earthwork	Hand excavate and backfill for new UG plumbing connections at floor removals	\$2,700.00	\$0.23	\$52,500.00	\$0.00
320000	EXTERIOR IMPROVEMENTS		\$111,200.00	\$9.27	\$3,800.00	\$0.00
32 10 00	Paving	Remove existing and provide new exterior asphalt paving & striping	\$103,700.00	\$8.64	\$0.00	\$0.00
33 00 00	Utilities	Provide allowance for connections to new servicable utilities	\$7,500.00	\$0.63	\$3,800.00	\$0.00
	SUB-TOTAL (DIVISIONS 1-31)		\$2,470,917.00	\$205.91	\$56,300.00	\$73,230.00
	INSURANCE, FEES, TAXES, PERMIT, BONDS and OH&P		\$742,048.00	\$61.84	\$12,649.00	\$16,454.00
50 00 05	General Liability	Insurance & Regulatory Fees	\$38,300.00		\$873.00	\$1,136.00
50 00 10	Taxes	Taxes	\$6,947.00		\$0.00	\$0.00
50 00 15	Permits	Permits & Fire Review Fees	\$46,948.00		\$1,070.00	\$1,392.00
50 00 07	GC Bonds	Performance Bonds - Not Included	\$0.00		\$572.00	\$744.00
01 99 99	Company Overhead	Contractor Expenses - OVERHEAD	\$69,186.00		\$1,577.00	\$2,051.00
	Leave Blank	Contractor FEE	\$172,965.00		\$5,630.00	\$7,323.00
70 00 03	Construction Contingency	Construction Contingency	\$123,546.00		\$2,815.00	\$3,662.00
70 00 02	Design Contingency	Design Contingency	\$247,092.00		\$1,689.00	\$2,197.00
70 00 03	Construction Contingency	Material Escalation Contingency	\$37,064.00		\$0.00	\$0.00
	CONSTRUCTION TOTAL		\$3,212,965.00	\$267.75	\$68,949.00	\$89,684.00

SF AREA **12000**COST PER SF **\$267.75**



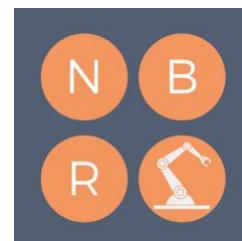
Attachments –

Attachment #4
NBRR Projected Capital Outlay

(next pages)

<u>NBRR Capital Outlay Projection</u>				<u>2022-3</u>	<u>2023-4</u>	<u>2024-5</u>	<u>2025-6</u>	<u>2026-7</u>	<u>2027-8</u>
		Baseline	Notes	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6
Technology									
Industrial Robotics									
	ABB 140/ 120	\$26,000.00							
	ABB GoFa CRB 1500	\$32,000.00			\$32,000.00				
	ABB 2600 (x4)	\$140,000.00		\$39,000.00			\$39,500.00		
	ABB 2600 pedestals (per)	\$3,000.00		\$1,500.00					
	ABB 6700	\$95,744.00			\$95,744.00				
	Gudel Rail (4 meters)	\$47,000.00			\$47,000.00				
	Kuka Kr200		Volvox Donated	Donated					
	Kuka Riser, Controller, Software		Volvox Donated	Donated					
Spindle Package	(not cu 4600 w integrated 8.5kw Milling	\$100,270.00							
	Rotary Table	\$23,484.00							
	Riser 600mm	\$2,300.00							
Robotics Tool Set ups				\$2,000.00	\$3,000.00	\$4,000.00	\$5,000.00	\$6,000.00	\$7,000.00
	Spindle/ Milling set up	\$5,000.00							
	Force control	\$10,000.00							
	3DP Extruder	\$5,000.00		\$9,000.00					
3D Printers		\$3,000.00							
Laser Cutter	Universal Laser X660	\$26,000.00					\$26,000.00		
CNC enclosed	Techno Isel	\$19,500.00			\$19,500.00				
CNC mill (4 x 8)	Techno Isel	\$70,000.00					\$70,000.00		
CNC enclosed	Techno Isel	\$19,500.00				\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Vacuform	Formech	\$45,000.00						\$45,000.00	
	BOFA style filtration (Laser Cutter)	\$8,000.00					\$8,000.00		
Glowforge	small STEM laser cutting platform	\$7,000.00			\$7,000.00				
VR/ AR/ Scanning									
	Einscan Scanner	\$4,999.00							
	Hololens x 2	\$7,000.00	Anon Donated	Donated					
	Lightform projector x 3 + stands	\$2,300.00							
Woodworking									
	SawStop Tablesaw	\$3,800.00			\$3,800.00				
	Panel Saw	\$2,100.00			\$2,100.00				
	2 x Powematic 14" Band Saw	\$2,400.00	Anon Donated	Donated					
	Delta Drill Press	\$1,250.00	Anon Donated	Donated					
	Assorted Hand Tools	\$2,500.00	Anon Donated	Donated					
	Vice, Clamps	\$1,000.00	Anon Donated	Donated					
Metal Working									
	Miller 220 MIG	\$3,000.00	Anon Donated	Donated					
	Miller Plasmacutter	\$2,500.00			\$2,500.00				
	Resistance Welder	\$550.00							
	Grinders (3) Metabo	\$750.00							
	assorted hand tools	\$2,000.00	Anon Donated	Donated		\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
	Vice, Clamps, Chopsaw	\$1,000.00	Anon Donated	Donated					
Other									

Shop Furniture	Compressor 60 Gal	\$2,500.00			\$2,500.00				
	worktables (wood) x 2	\$2,000.00			\$2,000.00				
	worktables (metal) x 2	\$2,000.00			\$2,000.00				
	Uline black cabinets x 8	\$4,000.00			\$4,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Presentation/ Conference	LED TV, Apple TV, Projector	\$4,500.00			\$4,500.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
	Roll down projection	\$5,000.00			\$5,000.00				
Technology and Marketing Materials									
Legal	Website	\$15,000.00	Merging Futures	Donated	\$15,000.00				
	non profit and 501c3 set up	\$8,500.00	Founder Donated	Donated	\$8,500.00				
				Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6
	Total			\$51,500.00	\$256,144.00	\$11,000.00	\$155,500.00	\$58,000.00	\$14,000.00



Attachments –

Attachment #5 **Award letters** **(next page)**



MARK PARSONS
EXECUTIVE DIRECTOR
NEW BEDFORD RESEARCH AND ROBOTICS
42 GROVE STREET, NEW BEDFORD, MA 02740

September 6, 2022

Dear Mark,

On behalf of the Board of Directors, I am pleased to inform you that Siegel Family Endowment ("Siegel") has approved a contribution in the amount of \$300,000 ("Contribution") to New Bedford Research and Robotics. The Contribution is to be used exclusively for 501(c)(3) purposes and specifically to support the social impact elements of New Bedford Research and Robotics' ecosystem to build the foundation for entrepreneurship and economic development.

The Contribution will be paid in installments based on the following schedule provided that New Bedford Research and Robotics continues to qualify as an organization described as exempt under Section 509(a)(1) or 509(a)(2) of the Internal Revenue Code, provides Siegel with reports in accordance with a grantee engagement plan and consistent with your internal reporting methods on the use of the Contribution before the next installment is due, and is otherwise in compliance with the terms of the Contribution set forth herein.

2022 in the amount of \$150,000 on or before December 31
2023 in the amount of \$150,000 on or before December 31

The use of the Contribution other than for the purpose described above must be approved in advance by Siegel. In addition, please notify us promptly in writing if there are significant changes in your organization's key personnel, financial conditions, major organizational policies, tax-exempt status, or other conditions that are likely to impact your ability to carry out the funded project or your charitable mission more generally. In the event such staffing changes or other situations occur, Siegel will consult with you to determine whether the intended purpose of the Contribution can still be carried out and may, in its sole discretion, change the terms of the Contribution or terminate the Contribution.

We ask that you consult with us on any external communications, documents, materials, or otherwise before publicly referencing the Contribution, David Siegel, or Siegel. You agree to allow Siegel to publish, in any printed or electronic medium, information regarding this Contribution and to use your organization's name, logo and/or a link to the organization's website in Siegel's publications (printed or electronic) in describing the Contribution and Siegel's charitable activities. In addition, you grant Siegel a non-exclusive, royalty-free license to use, reproduce, distribute, display, perform and edit all materials created with the Contribution for Siegel's educational and charitable purposes.

Shortly after the completion of the funded project, we would appreciate your submitting a final update on the use of the Contribution and your accomplishments, including information about publications, presentations or intellectual property related to the funded work. You agree to return to Siegel any funds which remain unexpended at the completion of your project.

Neither Siegel nor its directors, officers, employees or their respective family members, has or shall receive any goods or services from New Bedford Research and Robotics in exchange for, or in consideration of, the Contribution.

To accept the Contribution and the terms under which it is granted, please have an authorized officer, director, or trustee of New Bedford Research and Robotics countersign and return this letter to Siegel. Funds will be released upon signature of both organizations.

We look forward to meeting periodically to discuss the use of the funds and ongoing process.

We are thrilled to continue working together!

Best regards,

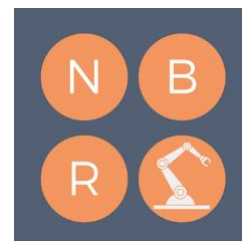
Siegel Family Endowment

New Bedford Research and Robotics



By: Kathleen Knight
Title: President & Executive Director
Date:

By: Mark Parsons
Title: NBRR Founder
Date: 9/7/2022



Attachments –

Attachment #6

Community, Organization, and Other Letters of Support

(next pages)



151 Martine Street
Fall River, MA 02723

September 23, 2022

To: Elise Raposa
ARPA Director, City of New Bedford

Dear Ms. Raposa,

On behalf of ACTION Innovation Network (ACTION), the leading advocacy group for technology-based incubators in New England, I appreciate the opportunity to provide this letter of support for the development of New Bedford Research and Robotics' (NBRR).

ACTION is a non-profit association of technology business incubators, with a business address at UMass Dartmouth Center for Innovation and Entrepreneurship in Fall River, MA. Our mission is to promote the growth and success of the entrepreneurial ecosystem, share resources and best practices, strengthen technology clusters, and contribute to economic improvement. Several of the organizations we work with have locations in New Bedford (Groundwork and Blue Institute Labs) and I take part in the New Bedford SourceLink group.

With over 10 years of experience in ecosystem building and economic development, I have recognized the positive changes in New Bedford's innovation community, strengthened by the support of city officials to make this happen.

We often find domestic and international technology-focused companies that are looking for incubator space on the Southcoast, where it is in short supply. ACTION incubator and Board members have visited the future site of NBRR and, under the leadership of Mark Parsons to actualize this vision, are confident that NBRR will be well-positioned to act as an entrepreneurial engine in the region and be a vital addition to New Bedford and the Southcoast's innovation economy.

ACTION is fully behind NBRR's mission of community-focused engagement and education to make innovation available to all, especially community members that might not otherwise have exposure to venture-building opportunities. We encourage New Bedford officials to continue to support NBRR's development.

Sincerely,

A handwritten signature in black ink, appearing to read "Joan E. Popolo". The signature is fluid and cursive, written in a professional style.

Joan E. Popolo
Executive Director

ABB Inc. Robotics 1250 Brown Rd., Auburn Hills, MI 48326From
Business area
Cell Phone
E-mailJim Mail
Robotics
[REDACTED]
Jim.Mail@us.abb.com

Date Juni 03, 2022

SUBJ: NEW BEDFORD RESEARCH & ROBOTICS (NBRR)

To whom it may concern:

ABB Robotics is eager to express support for New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's south coast for the future.

As a global robotics manufacturer, ABB is committed to supporting education, workforce training, and community outreach supporting the use of technology in business large and small. Robotics and automation are crucial to America's economic and technological future by making workplaces safer, smarter and more sustainable, and by allowing our manufacturer's to be more competitive on the global economic stage.

NBRR mission to interest youth in STEM careers, educate employees in the uses and benefits of automation, and working with businesses and entrepreneurs to explore technology as a way to improve operations is one that ABB is proud to support. Moreover, the New Bedford location is convenient to the greater Boston area, which is a magnet for technological entrepreneurship and innovation, and specifically robotic start-ups!

ABB has worked with Mr. Parsons since 2013 in a similar innovation eco-system, and he was recently the keynote speaker for our Formula-E customer event in NYC.

We look forward to NBRR's successful launch and to the benefits they will provide to the local businesses, schools, and community at large!

Yours sincerely,


Jim Mail
Northeast US Territory Manager – Robotics



KINEMAGINE

May 31, 2022

To whom it may concern,

The Kinemagine Group is eager to express support for New Bedford Research & Robotics as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's Southcoast for the future.

Kinemagine is a robotic technology company based in the U.S. and Greece, developing innovative advanced diagnostic and testing solutions for imaging in the fields Healthcare, Aerospace, Defense, Logistics, Oil & Gas, Veterinary, and Food Quality & Safety. Our team has raised more than \$40 Million in R&D awards and Industry Pilot Programs with corporations.

Recently, we began looking for a new U.S. headquarters on the Southcoast of Massachusetts. NBRR's location, facilities and community present a mutually beneficial opportunity to advance the region's innovation economy.

Together, we could:

- Establish a Kinemagine R&D Lab and Assembly Facility
- Create workforce development programs
- Develop Internship Opportunities for local students
- Collaborate with local corporate partners seeking solutions for inspection
- Collaborate with local hospitals' radiology departments
- Attract grant funding for special robotic programs and research
- Advance entrepreneurship activity in robotics and imaging
- Attract attention to the region's innovation economy
- Expand the economic impact of our organizations by helping create new businesses and develop new projects in robotics and imaging

The anticipated Purchase Street location is ideal because of its proximity to downtown New Bedford's rich cultural community, and a diverse skilled workforce and talented young adult population, eager to establish a career in a wonderful setting. My grandfather was an entrepreneurial leader in the New Bedford business community many years ago, and I look forward to carrying on his legacy.

Kind regards,

A handwritten signature in blue ink, reading "R. Gregg Nourjian". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

R. Gregg Nourjian, CEO



*227 Union Street, Mezzanine 2, New Bedford, MA 02740
200 Pocasset Street, Fall River, MA 02721*

May 27, 2022

To whom it may concern,

One SouthCoast Chamber is eager to express support for New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's Southcoast for the future.

One SouthCoast Chamber is the second largest in the Commonwealth, serving 1,500 businesses throughout the region. The Chamber is a progressive organization, deeply committed to the economic development of the region and the economic betterment of its residents.

The Chamber is most pleased that the organizers of the New Bedford Research and Robotics initiative chosen a site in New Bedford to repurpose into a shining symbol of the role technology can play in the advancing the local economy into new and exciting opportunities for business incubation and entrepreneurship. Long a region known for its manufacturing and maritime businesses as our base industries, we see that through NBRR we may help transform not only our base industries but also launch new and emerging industries that have the potential to transform this economy in the years and decades to come. We also see this opportunity as one that assists the community be attracting and retaining talent from our universities and colleges, many of whom might well have chosen other parts of the Commonwealth to call home.

One SouthCoast Chamber offers its unqualified support for the New Bedford Research and Robotics initiative.

Sincerely,

Rick Kidder
Co-CEO

DESIGN
ART
TECHNOLOGY
MASSACHUSETTS

May 26, 2022

To whom this may concern,

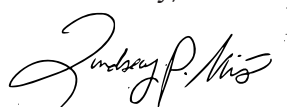
On behalf of Massachusetts Design Art & Technology Institute, DATMA, I would like to express my support for New Bedford Research & Robotics, NBRR, as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's Southcoast for the future.

Through collaboration and meaningful engagement in the region producing public art exhibitions that intersect design, art, and technology, DATMA coordinates internationally acclaimed artists with local talent in the city, from school-aged youth to practicing artists, as well as the dozens of cultural and community organizations. We are eager for the opportunity to partner with NBRR to further our mission.

The presence of NBRR will help contribute to DATMA's mission in new ways and add to the community at large. For example, we are eager to expand our youth STEAM education by bringing our outreach participants to NBRR's facilities. We also intend to encourage DATMA's commissioned artists to utilize the tools and equipment that will be located at NBRR's headquarters. There is no comparable organization or business in the region that would offer the hands-on resources like the facilities that NBRR will maintain, not to mention the creative energy and output that will spark new innovations here in New Bedford.

My Board of Directors is excited about NBRR's new place in our community. We intend to collaborate on day one.

Sincerely,



Lindsay Mis
Executive Director
Massachusetts Design Art & Technology Institute

Board of Directors
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Iva Brito
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In memoriam
Roger Mandle (1941-2020)

Executive Director
Lindsay Mis

774 264 3696

datma.org

336 Acushnet Ave. Suite C
New Bedford, MA 02470

envolveResearch

May 27, 2022

To Whom It May Concern,

envolveResearch is eager to express support for New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's Southcoast for the future. Our organization sees NBRR as a strong future partner in its mission to collaborate with other non-profits dedicated to offering space and resources for practice-based innovation with emerging technologies to research a wide spectrum of ground breaking, interdisciplinary methods of making and thinking. envolveResearch is in the process of establishing an artist residency in Braga, Portugal for the primary purpose of serving as both an incubator of inventive ways to merge technology and art, as well as a place where makers and researchers can have the tools, space, and time to bring their concepts to fruition and use them to engage with society.

An affiliation between NBRR and envolveResearch creates the opportunity for a symbiotic relationship benefiting both organizations. New Bedford's long historical connection with Portugal provides the foundation for a solid cultural connection through which we can facilitate an exchange in furtherance of our respective missions. New Bedford and Braga have also found themselves at a very similar crossroads: they are both very historic smaller cities seeking to maintain the proud identities of their past traditions, while seeking lasting revitalization of their centers by embracing creativity and modern technology. In converting the now-vacant Glaser Glass space, NBRR would bring a vibrant, productive, modern hub for technology and innovation into the heart of New Bedford's historic district just steps away from the planned commuter rail. envolveResearch is currently planning to inhabit the same type of space within the historic center of Braga. As soon as our respective facilities are operational, we will be able to offer collaborative programming with NBRR, as well as share visiting artists, exhibitions, ideas, and research. Additionally, envolveResearch plans to collaborate with universities in the US and abroad, in concert with their educational offerings in art and material sciences. This is another potential source of exchange and mutual promotion with NBRR.

Fostering an international partnership with NBRR is something that our organization is excited to pursue, as we continue to develop our business model. We strongly believe their commitment to and vision of technological experimentation and innovation can have a tremendously positive impact on New Bedford and beyond.

Sincerely,

A handwritten signature in black ink, appearing to be 'MJ' with a long horizontal stroke extending to the right.

Michael Johnson
Co-Founder and Artistic Director

A handwritten signature in black ink, appearing to be 'Juli Blankenship' in a cursive style.

Juli Blankenship
Co-Founder and Executive Director

GROUND WORK

1213 Purchase Street New Bedford MA 02740 | groundwork.space

May 19, 2022

To whom it may concern,

Groundwork is eager to express support for New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's Southcoast for the future.

Groundwork is a coworking space located in New Bedford with a second location forthcoming in Fall River. Our mission is to inspire great work by fostering community, maintaining a healthy work environment, and creating opportunities to learn and share.

The proposed NBRR facility would be located adjacent to Groundwork in the former Glaser Glass building at 1265 Purchase Street. This area of the New Bedford is currently under-utilized but has great potential to serve as an innovation corridor connecting the historic North End to downtown. Additionally, the proximity of NBRR to Groundwork would facilitate interaction between our communities. We see potential for:

- Groundwork members to contribute specific skills and subject matter expertise to NBRR projects.
- Joint programming, such as open house events and entrepreneur talks that will benefit both Groundwork and NBRR communities.
- Increased entrepreneurial capacity of the city, which benefits Groundwork and others by reducing the departure of capable university graduates, and drawing national and international interest and exchanges to the region.
- Enhancing the technological identity of the region, helping to launch new businesses locally and attract investment capital.

Groundwork recently hosted NBRR founder and executive director Mark Parsons for a presentation to our members, and we are ready to welcome NBRR to the neighborhood. We have enjoyed a mutually supportive relationship with NBRR during its development process and we look forward to working together to build New Bedford's entrepreneurial ecosystem.

Sincerely,



Sarah Athanas
Co-founder, Groundwork



THE GENERAL COURT OF MASSACHUSETTS
STATE HOUSE, BOSTON 02133-1053

June 1, 2022

Dan Rivera, President & CEO
Massachusetts Development Agency
99 High Street
Boston, MA 02110

Dear Mr. Rivera:

I write in support of the grant application of New Bedford Research & Robotics (NBRR) for funding from Mass Development's Underutilized Properties Program to develop the location at 1265 Purchase Street in New Bedford.

NBRR will convene the people of New Bedford in a future of work and creativity that local officials have long been working towards. NBRR will help to develop the city's profile as a tech-enhanced, forward-thinking, viable participant in the world of blue technology, renewable energy, and robotics. Of particular interest is the capacity for NBRR to extend New Bedford's reach internationally through its programming and existing partnerships with Portugal and Denmark around robotic entrepreneurship and technologically enhanced art exchange programs.

As their state representative, I am committed to moving my community forward. NBRR is an essential economic, educational, and social catalyst in preparing New Bedford and the SouthCoast for the future. The NBRR initiative and the development of 1265 Purchase Street to deliver its mission of technology-focused entrepreneurial and educational programs has my full support.

I appreciate every consideration that you may afford NBRR's grant application. If you have any questions, please do not hesitate to contact me directly at 617-722-2017.

Sincerely,

A handwritten signature in black ink, reading "Tony Cabral".

ANTONIO F.D. CABRAL

State Representative, 13th Bristol District

House Chair, Joint Committee on State Administration and Regulatory Oversight



1213 Purchase Street, New Bedford, MA 02740

www.blueinstitutelabs.com

(800) 484-9504

May 25, 2022

Mr. Daniel Rivera
President & CEO
MassDevelopment
99 High Street
Boston, MA 02110

Re: New Bedford Research & Robotics

Dear Mr. Rivera,

As the President and CEO, and the COO of Blue Institute Labs, PBC we are eager to express support for the New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's SouthCoast for the future. We see the location of the NBRR at 1265 Purchase Street (Previous Glaser Glass site) as ideal as it is walking distance to the waterfront, the downtown areas, and to the new train station.

Blue Institute Labs is a Woman and Veteran owned Public Benefit Corporation supporting collaborative innovation for BlueTech, ClimateTech and Blue Economy growth in the Commonwealth of Massachusetts. Since 2018 we have worked with startups in these sectors to scale their impactful technologies and currently have 17 startups in the (virtual) BLUE Incubator ranging from offshore wind, underwater robotics, water energy, shipping, ocean & fisheries health, to seaweed farming. The startups not from Massachusetts hail from 8 countries and 9 other US states. They would like to relocate to our location in New Bedford, Massachusetts. Additionally, our sister non-profit 501c3 Blue Institute (started in 2016 in New Bedford through EforAll.org) has an intensive 12-week advanced topics virtual program called the BLUE Excelerator that is a steppingstone to the BLUE Incubator. Both the BLUE Incubator and BLUE Excelerator are Connectors of the national *American Made Network* in the US Department of Energy (DOE).

Our startups are eager to relocate to an innovative ecosystem and our extensive multi-year research shows that this identified area of New Bedford, and the wider SouthCoast region's supported Blue Economy growth will bring additional companies, and provide opportunities for Workforce apprenticeships, and entrepreneurial internships through our five year Community Partnership with UMass Dartmouth's Charlton Business School. Having NBRR as a local interdisciplinary collaboration partner will amplify the Commonwealth's commitment to the burgeoning Blue Economy, and the Massachusetts innovation ecosystem.

Respectfully,

A handwritten signature in black ink, appearing to read "Judith Underwood".

Judith Underwood
President and CEO

A handwritten signature in black ink, appearing to read "Nathan Stempel".

Nathan Stempel
Chief Operating Officer



The Commonwealth of Massachusetts
MASSACHUSETTS SENATE

SENATOR MARK MONTIGNY
Second Bristol and Plymouth District

STATE HOUSE, ROOM 312C
BOSTON, MA 02133-1053

TEL: (617) 722-1440

FAX: (617) 722-1068

DISTRICT TEL: (508) 984-1474

MARK.MONTIGNY@MASENATE.GOV
WWW.MASENATE.GOV

Chair
SENATE COMMITTEE ON
STEERING AND POLICY

Vice Chair
EXPORT DEVELOPMENT

SENATE COMMITTEE ON
INTERGOVERNMENTAL AFFAIRS

May 27, 2022

Dan Rivera
MassDevelopment
President and CEO
99 High Street
Boston, MA 02110

Dear Mr. Rivera,

I am writing to express my support for the New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's Southcoast for the future.

The NBRR will be housed in the highly visible and important former Glaser Glass site off Route 18 in New Bedford (1265 Purchase Street). This site is near the soon to be built SouthCoast Rail Train Station and is an anchor for the surrounding neighborhood. Having an institution that is committed to engaging young people in STEM, building a pipeline for entrepreneurs, and increasing the technological corporate portfolio of the city is an ideal use for the site.

The impact that the use of this significant building as a fully inclusive learning and economic generator for the city will be transformative. I hope that you give this worthy application your utmost consideration. Sincerely,

Sincerely,

A handwritten signature in dark ink, appearing to read "Mark Montigny".

Mark Montigny
SENATOR



CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

May 25, 2022

MassDevelopment
99 High Street
Boston, MA 02110

RE: Underutilized Property Grant – New Bedford Research & Robotics

To whom it may concern,

I write in support of New Bedford Research & Robotics (NBRR)'s application for funding from MassDevelopment's Underutilized Property Program to purchase a key vacant building in an emerging commercial cluster just north of our downtown. NBRR's plans to transform a former auto glass repair business into a hub of creation, education, and business development align with the City's goals to catalyze invention and start-up formation and to augment technology-driven educational opportunities for area K-12 and college students.

We've been briefed in detail on both the successes of NBRR's predecessor organization (the Consortium on Research and Robotics) in Brooklyn, as well as NBRR's vision and mission for Greater New Bedford. We're excited by the potential outcomes for the city and region which include:

- Building entrepreneurial capacity in the city and reducing the departure of capable university graduates
- Drawing national and international interest and exchanges to New Bedford through programming and partnerships such as corporate research and development, startup incubation, university research, artist residencies, and STEM
- Enhancing the technological identity of the region

Moreover, NBRR's proposed location—at the former headquarters of Glaser Glass, a revered New Bedford family-owned business in a transforming part of the city—would illustrate one of the city's great strengths, to adapt and evolve while honoring its past. Rather than tearing down and starting from scratch, NBRR will benefit from the Glaser buildings unique features and location in a soon-to-be Transit Oriented Development District just steps away from the future passage rail pedestrian bridge and a short walk to downtown.

For all the reasons stated above, I urge you to give NBRR's application all due consideration. Please feel free to contact my office with any questions you may have.

Sincerely,

Jon Mitchell



nbps

**New Bedford
Public Schools**

PAUL RODRIGUES ADMINISTRATION BUILDING 455 County St., New Bedford, MA 02740
www.newbedfordschools.org (508) 997-4511

THOMAS ANDERSON
SUPERINTENDENT

KAREN A. TREADUP
DEPUTY SUPERINTENDENT

ANDREW O'LEARY
ASSISTANT SUPERINTENDENT
FINANCE & OPERATIONS

May 27, 2022

To whom it may concern,

New Bedford Public Schools (NBPS) expresses full support for New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts' Southcoast for the future.

NBPS serves over 13,000 students in 27 schools and programs in Prekindergarten through grade 12. Our vision is to inspire excellence by providing challenging, creative, and culturally responsive experiences for all our students. We support our students on their individual journey by helping them to maximize their potential. Our graduate profile seeks to ensure that all students master and effectively utilize their skills to become excellent communicators, collaborators, critical thinkers and creative problem solvers.

NBRR supports our vision by expanding on our foundation. The New Bedford High School robotics lab and makerspace are foundational classrooms that provide students with exploratory opportunities to stretch their thinking. NBRR will allow students to take their learning to another level and provide the freedom and flexibility for them to explore research, robotics, entrepreneurship, and design.

The location of this state-of-the-art facility will make it possible for all our students to have experiences that have been limited in the past. I fully support this opportunity to increase the skills and enhance the lives of our students.

Sincerely,

Thomas Anderson
Superintendent



May 26, 2022

To whom it may concern,

The New Bedford Ocean Cluster is eager to express support for New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's Southcoast for the future.

The New Bedford Ocean Cluster was established to connect and serve Greater New Bedford's maritime business community with the goal of strengthening the local blue economy across four industry pillars: aquaculture, commercial fishing and processing, innovation & technology, and offshore renewable energy. We are working collaboratively with the private and public sectors to establish New Bedford as the leading ocean economy on the East Coast. We look forward to partnering with the NBRR to realize this vision by expanding research and technologies that can contribute to both the economic growth of maritime businesses and the health and sustainability of the ocean.

At the NBOC, we aim to create a business community and process where new blue technologies are introduced, tested, improved, and eventually adopted to support local job growth and opportunities. NBRR has a significant role to play in this regard with its experience in robotics, STEM, and data-driven technologies. Further, its new facility to be established at 1265 Purchase Street will be an incredible asset, creating a much-needed incubation space for new technology start-ups.

Please reach out to me at Jennifer.Downing@nboceancluster.org if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jennifer Downing'. The signature is fluid and cursive, written over a light blue circular background.

Jennifer Downing
Executive Director

5/18/2022

To whom it may concern,

NTopology is eager to express support for New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's Southcoast for the future.

NTopology is a \$400mm enterprise founded by Bradley Rothenberg, who studied under and worked with Mark Parsons in New York City. It was under the employ of Mr. Parsons that Mr. Rothenberg was first exposed to the interface of design and digital manufacturing hardware and software that ultimately inspired the creation of NTopology, a 3D printing design technology used broadly in high performance aerospace applications by global leaders in the sector, including Boeing and NASA.

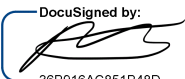
As with its predecessor in New York (also founded by Mark Parsons) New Bedford Research & Robotics will engage a broad range of users and generate entrepreneurial activity in New Bedford that will help connect the Southcoast region with innovation leadership from Boston to Providence, New York and Washington.

NBRR is at its core a connector between people and organization through the lens of creativity with technology. These technologies include large scale industrial robotics, 3D Printing, virtual and augmented reality, AI, and other crucial platforms for future innovators and workers in creative, tech, energy, and blue tech environments.

NTopology, a New York based business, has already pledged to support NBRR in New Bedford, to guide NBRR's leadership, and to participate with the startups that spring from NBRR's innovation environment and through NBRR's partnership with regional organizations and universities. It is feasible we will be interning and hiring out of NBRR.

The intended future location of NBRR at 1265 Purchase Street is strategically crucial in a multitude of ways: for the adaptive reuse of existing mixed-use buildings at the junction of pedestrian, vehicular, and mass transit circulation that will reinforce NBRR as contributing to the social, educational, community, and business infrastructure of the city.

Sincerely,

DocuSigned by:


36B916AC851B48D
Bradley Rothenberg

Founder and CEO, NTopology



5/24/22

To whom it may concern,

Head of School
Sarah Herman

Board of Trustees

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Sylvia Westphal

Our Sisters' School is eager to express support for New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's Southcoast for the future.

Our mission, as an independent, tuition-free, non-sectarian middle school, is to educate and inspire economically disadvantaged girls from the New Bedford area. Our Sisters' School empowers students to step into the future with valuable life skills and a mindset of achievement and excellence by providing a safe, supportive and academically challenging environment.

Our partnership with NBRR is exciting and relevant to our work in so many ways:

- It is aligned with our broader efforts to put technology into our students' hands, all of whom are girls from low income families, the majority of whom identify as bi-racial.
- We work to create a community connection between work pursued in our Creative Suite/STEAM Lab at school and the outside world, with particular interest in connecting with our local community.
- We are excited for the possibility of having access to larger pieces of equipment that we can't house or afford ex: huge robotic arms. Collaborating with NBRR is an example of how, through partnership, we can access incredible resources while introducing our students to community organizations and their people and resources, helping students build lasting inroads to opportunity and interpersonal connection.
- OSS is a middle school, and we are intentional about introducing our students to technology at a relatively young age, with expectation that they gain familiarity and confidence with the content, and realize that they belong in the technology world, locally and beyond.
- We share the goal of building entrepreneurial capacity and increasing the likelihood that our students know how to pursue their professional dreams with the option to build their lives locally, and possibly even launch STEAM related businesses in the South Coast area.
- We are excited that due to public transportation, the location of the NBRR will make it easier for our students to gain access to a broader community of mentors.

For these reasons and so many more, we are eager to partner with NBRR and enthusiastically offer our support for their initiatives.

Sincerely,

Sarah Herman
Head of School

Tobey Eugenio
OSS Creativity Director



Skylight Law LLP
447 Broadway, Second Floor
New York, NY 10013
United States

May 18, 2022

To whom it may concern:

Skylight Law is pleased to express support for New Bedford Research & Robotics (“NBRR”) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts’s Southcoast for the future.

Skylight Law is a law firm and partner to technology startups and their founders. Our services cover a range of business law matters, including company formations, commercial contracts and hiring. We also advise on key inflection points in startups’ life cycles, including capital raises, M&A, and other corporate transactions and SEC reporting. Our mission is to provide high caliber, cost effective legal services tailored to technology startups in order to promote their success.

We serve as a legal partner to NBRR, advising their members on legal matters and providing informational programming and materials to guide their decisions when marketing products and services, making key hiring decisions, and raising capital, among other matters.

NBRR represents an innovative approach to creating opportunities for technology entrepreneurs to build thriving businesses and developing the entrepreneurial capacity of New Bedford and Massachusetts, as well as its reputation as a destination for technology startups and their investors. We strongly encourage you to join us in supporting NBRR’s mission.

Kind regard,

A handwritten signature in dark ink, reading "Michael E. Byrd". The signature is written in a cursive, flowing style.

Michael Byrd, Partner

Slow Tools Inc

A Non-Profit Promoting the Development and Building of Tools
"Communicate Globally – Build Locally"

TO: Mr. Mark Parsons
RE: NBRR
Encl: Slow Tools Founders Biography

Letter of Interest

Dear Mr. Parsons,

We are potentially very interested in renting space in your proposed facility in New Bedford. We are aware of your success in the Brooklyn Navy Yards. We are also aware of the current and rapidly expanding needs in New Bedford and the greater South Coast.

We are engineers, manufacturers and educators promoting local innovation across all industries and technologies, from simple tools to complex robotics. We believe the endeavor you propose will be of fundamental value to our work, and the work of other companies in the area and beyond.

We currently focus on the small farm sector. However, as noted in the Founders Biography, our reach and interest are broad and global. The NBRR has the potential to have significant impact.

With very best regards,

Barry

Barry Griffin
President
Slow Tools Inc

Contacts: Barry Griffin 1-206-595 - 9507

Abe Weissman 1-908-227-8112

© Slow Tools Inc 2020

Slow Tools Inc
559 Chase Rd Dartmouth, Mass. 02747 USA



Inspiring the Next Generation of STEAM Talent
www.STEAMtheStreets.org

Benjamin Gilbarg
2086 Pheasant Dr.
Hercules, CA 94547

To Whom it May Concern:

STEAM the Streets is eager to express support for New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's Southcoast for the future.

STEAM the Streets is an initiative to inspire and activate underrepresented youth to pursue career paths in Science Technology Engineering Math and the Arts. Our goals are to help build an inclusive STEM career pipeline and close the STEM knowledge gap by investing in evergreen educational media and building a social mentoring network for overlooked youth.

We plan to partner extensively with NBRR, as we align both programmatically and philosophically. We are invested in NBRR's goals of building entrepreneurial capacity in the city, drawing national interest to the New Bedford region by enhancing the technological identity, and most importantly offering people a pathway to prosperity. We are excited to be part of NBRR's impact plan, and look forward to partnering.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Gilbarg".

Ben Gilbarg
Director
STEAM the Streets

Emma Warn
[REDACTED]
[REDACTED]
6/1/2022
[REDACTED]
[REDACTED]

To Whom it May Concern, the State of Massachusetts,

My name is Emma Warn, I am about to be a sophomore as a Mechanical Engineering major at Western New England University, and I grew up in the western New Bedford area by Buttonwood Park. I am writing this letter of support on behalf of New Bedford Research and Robotics because it encompasses all my passions; environmental studies, robotics, artistic design, and especially social and educational equity. I have wanted to work in robotics for as long as I can remember but since I have always lived in New Bedford, my experiences with the actual technology have been very few and far apart and I had to plan on moving away to pursue this dream. I have read the mission statements for this company, as well as the article from Southcoast Today, and I think this would be a fantastic opportunity for adults and students alike.

My interest in robotics began during my final year of Sea Lab in 2016. I started the program in 4th grade at their 5th-grade level and fell in love with marine biology and physical science. In 2016, the summer before I started high school, our curriculum was based on robotics and its uses in environmental studies. Here we built underwater explorers and our own version of battle bots which competed in a game sort of like soccer. Since that summer, I made it a point to take every robotics and computer class I possibly could in high school. I started in Intro to Programming and Robotics then moved into AP Computer Science Principals and A. Now as a mechanical engineering major, I am learning to refine some of the skills I had already, as well as new skills that will be useful in my future. For example, I have spent most of this past school year working in teams which have taught me a lot about efficiency in numbers and teamwork. I have also learned some "hard skills" like programming in Arduino, MatLab, and Python, and the basics of CAD. So far, I have taken Intro to Engineering and First-Year Engineering Seminar during my first Fall semester. This Spring I finished up with Data Acquisition & Processing and

Computer Programming for Engineers. As well to robotics, I have also found an interest in artistic design. This is something I have loved my entire life and as I've grown, I've learned many ways to integrate my creativity into my engineering projects as well as in my everyday life.

Over my school breaks, I spend my days working full-time for the New Bedford Housing Authority office doing inventory, filing paperwork, and analyzing blueprints for the developments, which is one of my favorite parts of the job. Many people in my office work closely with engineers and architects and someday I hope to be one of them.

I have also spent much of my time in high school advocating for students in my city who do not have the same access to education and resources as others. During my junior year of high school, right around when the pandemic hit, I joined a new club called the Leaders of the New Future lead by Jose Edwards, an assistant principal at New Bedford High. Alongside other students from all over the city, from middle school students to high school alumni, I was able to express concerns and opinions with many different types of people within and without the school system, such as principals, teachers, the Superintendent, and even police from the city of New Bedford. One of the main goals of LOTNF was safety and equity within our schools, which is why we worked directly with the New Bedford Public Schools Equity Development team to create opportunities for students. My personal goal for this group was to bring to light the fact that many students are being deterred from STEAM fields due to inequity in their education and the inaccessibility of experiences with hands-on learning having to do with these fields. This company, NBRR would truly bring to life a very important dream for not only myself, but for hundreds of students to come after me.

Thank you for taking this time to read this letter. It is truly an honor to be involved in this process and I am beyond excited to see the next steps to come in NBRR's future.

Sincerely,
Emma Warn



KINEMACHINE LLC

"Change is inevitable, Progress is optional"

George Papaioannou PhD.

134 N Falmouth Hwy

Falmouth MA 02556

+508 9300373

9/26/22

To whom it may concern:

KINEMACHINE supports New Bedford Research & Robotics vision at 1265 Purchase Street in New Bedford, and is in discussion with NBRR about locating a US foothold in NBRR's industrial buildings, and benefitting from the innovation community being built at NBRR and in New Bedford.

KINEMACHINE is a pioneer in Robotics-driven Imaging company and has through technology transfer and multilayered interdisciplinary research in medical diagnostic/intervention products offered the ability to study imaging with the highest diagnostic dynamic accuracy while delivering the most minimally invasive performance in diagnostic and rehabilitation vistas towards a more effective evidence-based clinical decision-making.

Our team was the first to produce scanners for physiologic diagnosis that could acquire true 4D Images when tissue is undergoing loading at different rates i.e. Dynamic imaging at 400 Hz and above. These devices were proven to offer the highest diagnostic accuracy (two orders of magnitude higher than competition-sub mm in true 4D while delivering the most minimally invasive performance in the market (30% decrease in the rate of radiation absorption), scalable architecture for enhanced-work flow, cost-efficient, evidence-based clinical decision-making.

Our approach has been both to apply both vertical and horizontal integration of the variations of our multimodal robotic scanner in the areas of human diagnostics, food quality control, animal diagnostics, industrial testing, and mobile autonomous scanning.

We have worked on both sides of the Atlantic with various institutions and industries and have been trying to identify the best location for our next growth endeavor in the Massachusetts's Southcoast due to its proximity to several significant think-tanks in the Robotics and Medical Devices vistas.

Kinemachine is pleased to support for New Bedford Research & Robotics ("NBRR") and is very excited to make its home in their wonderful facilities.

We envision a series of investments and National Level Agency grants (NIH, NSF, DoD, DoE, DoT) that we will bring in our new Center of Excellence at NBRR to grow and commercialize a number of robotics associated products in the areas of Aerospace testing, Inspecting and Certification, Naval (vessel) structural integration inspection, Logistics robotic scanners, robotic metrology



KINEMAGINE LLC

"Change is inevitable, Progress is optional"

tools for the Oil & Gas and the Defense industry in parallel with our human and Animal Diagnostics Products. The team successfully leveraged all the \$40+ million in extramural funding and sales in unique industry R&D to date. We applied our research for the first time in robotic-driven imaging products, ten years running. The group has been recently granted emblematic company status with \$215M funding opportunity at the federal level in Europe and is eager to continue to expand its footprint in the USA.

We expect in the best part of the next two decades to bring in the area teams (60+) of Business leaders, best-in-class physicists, robotics engineers, metrologists, bioengineers, clinicians, medical device engineers, radiologists and medical professionals, in synergies that will further research, publish and produce a family of hybrid robotically-driven imaging applications and assistive medical devices for the hard tissue (musculoskeletal-orthopedics) and the soft tissue (cardio, oncology, internal medicine, trauma etc.) diagnostic, rehabilitation and surgical fields and for all the aforementioned areas of industrial Imaging. We have an international network of relationships with manufacturers and the investment community and we strongly believe that the environment that NBRR is providing, will support due diligence, product development, clinical research programs, regulatory affairs, and reimbursement strategy for companies like ours.

The timing is perfect with Massachusetts leading the National effort for growth in Automation and Robotics which is going to be one of the pillars of growth in Industry 4.0 and beyond in the so called sixth technological wave in the next decade.

We strongly support NBRR's mission and we are looking forward to an exciting collaboration.

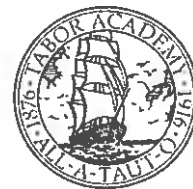
Kind regard,

George Papaioannou Ph.D, M.Sc., Dipl. Sc.

Founder KINEMAGINE LLC

gp@kinemagine.eu

TABOR ACADEMY SCHOOL BY THE SEA



May 30, 2022

To whom it may concern,

Tabor Academy is eager to express support for New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's Southcoast for the future.

Tabor Academy is a coeducational, college preparatory boarding and day school located in Marion, Massachusetts. Tabor enrolls students demonstrating academic ability, strong motivation, sound character, emotional stability, and a willingness to participate fully in the school community. Tabor's academic, artistic, athletic, and community programs provide distinctive opportunities for students to achieve genuine understanding and significant skills and to identify and pursue personal goals.

We are excited to partner with NBRR and have access to this new and innovative educational opportunity for our students. We believe that NBRR will enhance the technological identity of the region, and in the process, help launch new educational and business activity locally.

A vital aspect of this initiative is the redevelopment of the property located at 1265 Purchase Street (Previous Glaser Glass site) as the new home for NBRR. It will be a tremendous asset for the city of New Bedford and surrounding communities.

Thank you,

A handwritten signature in black ink, reading "Stephen P. Sanford".

Stephen P. Sanford
Associate Head of School for Finance & Operations
Chief Financial Officer

**UMass****Dartmouth**

COLLEGE OF VISUAL & PERFORMING ARTS

Office of the Dean

May 25, 2022

To whom it may concern,

The College of Visual and Performing Arts (CVPA) at UMass Dartmouth is eager to express support for New Bedford Research & Robotics (NBRR) as an essential economic, educational, and social catalyst in preparing New Bedford and Massachusetts's Southcoast and our students for the future.

CVPA has about 600 students in the areas of art, design, art history, music, and arts education. We are located on the main campus in Dartmouth, MA, but we also have a strong presence at the Star Store Campus in the heart of downtown New Bedford's arts and culture district. We strive to provide all our students with as broad and contemporary an education as we can, and our partnership with NBRR is an important part of this mission.

We will, in Fall 2022, bring NBRR into the Star Store (with ample street-level exposure) to install and operate a robotic arm for a wide variety of purposes. I am particularly excited by the robot's application in the arts and design, but this collaboration will reach across the whole of the university. Students and faculty will have the opportunity to explore and exploit the research capabilities of the robot and students will be exposed to the technology that controls and drives it.

NBRR will also partner with local schools during the robot's "residency" at CVPA, bringing many students into a university environment perhaps for the first time. This is an opportunity to show these students how exciting technology in education can be, and there is great potential for creating a recruiting pipeline for future UMass Dartmouth students.

NBRR will bring an artist-in-residence to New Bedford in Fall 2022, and this person will be housed at the Star Store. I am especially excited that our students will have the opportunity to blend art/design and technology. This is extremely important as we prepare them for opportunities in their fields after they graduate.


I fully expect that CVPA will continue to work closely and partner with NBRR even after the robot's residency comes to an end. Having NBRR at 1265 Purchase Street in downtown New Bedford and so close to our Star Store Campus will facilitate this partnership and continue to offer our students a unique educational opportunity.

University of Massachusetts Dartmouth • 285 Old Westport Road • North Dartmouth • MA 02747

Ph: 508.999.9286 • Fax: 508.999.9126 • Email: ajenkens@umassd.edu • www.umassd.edu/cvpa

I am fully in support of NBRR's vision and mission, and I am sincerely excited to be able to work with its Executive Director, Mark Parson, and his team to further the educational goals of CVPA and to contribute to the economic development of the region by preparing creatives to work and flourish here.

With best regards,

A handwritten signature in black ink, appearing to read "A. Lawrence Jenkins". The signature is fluid and cursive, with a large initial "A" and a long, sweeping underline.

A Lawrence Jenkins, Dean

Dear ARPA committee and New Bedford City Leadership:

The following communications have come unsolicited through NBRR's website, following coverage of NBRR's activities through regional media.

These community communications prove that NBRR can galvanize an already existing public interest in supporting New Bedford's growth for the future through applied technology.

Thank you,

Mark Parsons, Founder NBRR

Hi Mark, Thanks for the quick response. I saw an article in South Coast about NBRR and my interests were immediately piqued. I am an electrical engineer working for a local defense contractor. My partner is an experimental machinist working for a robotics company.

In my last role at my company, I helped start an innovation garage. NBRR is interesting to me because it seems like the next step after innovation garage, driving innovation into the community.

I am also an avid volunteer, and believe promotion of STEM careers is important, and I am a Marion townie and love to see anything new and exciting in this area.

Can you tell me more about NBRR and your future plans?

Thanks,
Caty

Julia Rosenberg

Hi Mark,

Thank you for your response! I came across your company in a SouthCoast Today article, and I was excited that you thought to bring the idea to New Bedford as I feel it is going to be an addition that will enhance the interest of research and education within in the community. Growing up in Dartmouth, I have participated in Sea Lab based in the South End of New Bedford and various Buzzards Bay Coalition programs where the resources central to New Bedford's location have produced the best opportunities for learning. It sounds like New Bedford Research will follow these organizations in regards to potential research in blue tech but also create new opportunities involving robotics and data science for the community.

I am a sophomore at Tufts University, majoring in Biomedical Engineering. I am also currently enjoying going on long runs, learning how to embroider, and spending time at the beach. While I am still in the early stages of my degree, I have completed Physics

and Calculus, and developed a basic background in data analysis with Python that I would love to explore further. I understand your company's location in New Bedford is under construction, but I was wondering if there would be any opportunities to become involved in New Bedford Research & Robotics this summer?

Thank you, Julia Rosenberg

James Wright

Fri, Apr 8, 8:14

to me

Hi Mark: I'm an educator parent and interested in curriculum development. I see need in homeschooling and in elementary thru high school Tech Ed. I am seeking opportunities to work with a group such as yours to create and deliver a pilot program. Sincerely, James Wright [REDACTED]

Sent from my iPhone

Jesse Martin

Fri, Apr 8, 10:40

to me

Good morning Mark,

I appreciate you responding. I read your story in the South Coast news yesterday and was inspired to reach out. I enjoyed reading about your vision for the old Glazer Glass building and your fondness of the city. I think your company sounds really interesting and I wanted to introduce myself.

I have lived and worked in New Bedford for about 18 years now and have really enjoyed watching this city grow over the last decade and a half. Downtown continues to expand and is already such an improvement from not that long ago. The Harborwalk was genius. I am really glad you are bringing a modern tech company into the city and am interested in learning more.

I am a creative thinker and always curious. I think our artistic backgrounds are similar and give us unique insight into both technology and problem solving. I won't get too much more into my personal or professional background now. You can review some more of my history [REDACTED]

Again, I was inspired to reach out and introduce myself. If you're available this weekend, or in the future, maybe we could get a cup of coffee downtown at the Green Bean or something. I'd love to get more details on NBRR and find out more about your needs. I would love a new challenge!

Thanks and have a good day!

Jesse

Jesse Martin

Emma Warn

Fri, Apr 8, 2:01 PM

to me

Hi Mark, it's so great to hear from you! My name is Emma, I'm a freshman mechanical engineering major at Western New England University and I grew up in the western New Bedford area by Buttonwood park. I am interested in your company as it encompasses almost all of my passions; environmental studies, robotics, and artistic design. I've wanted to work in robotics for as long as I can remember but since I have always lived in New Bedford, my experiences with the actual technology have been very few and far apart and I've had to plan on moving away to pursue this dream. I have read your mission statements, as well as the article from Southcoast Today, and I think this can be a fantastic opportunity for adults and students alike. I was wondering if you or your company would be looking for interns or volunteers in your early stages, or if you had opportunities for college students to shadow staff and see how a company like yours is run.

My interest in robotics began during my final year of Sea Lab in 2016. I started the program in 4th grade at their 5th-grade level and fell in love with marine studies and science. In 2016, the summer before 9th grade, our curriculum was based on robotics and its uses in environmental studies. Here we built underwater explorers and our version of battle bots which competed in a game sort of like soccer. Since that summer, I made it a point to take every robotics and computer class in high school. I started in Intro to programming and Robotics then moved into AP Computer Science Principals and A. Now, as a mechanical engineering major, I have learned to refine some of the skills I had already, as well as new skills that will be useful in my future. For example, I have spent most of this past school year working in teams which have taught me a lot about efficiency in numbers and teamwork. I have also learned some "hard skills" like programming in Arduino, MatLab, and Python, and the basics of CAD. So far, I have taken Intro to Engineering and First-Year Engineering Seminar. This semester I will be finishing up with Data Acquisition & Processing and Computer Programming for Engineers. As well to robotics, I have also found an interest in artistic design. This is something I have loved my entire life and as I've grown I've learned many different ways to integrate my creativity into my engineering projects as well as in my everyday life.

Over my school breaks, I spend my days working full-time for the New Bedford Housing Authority office doing inventory, filing paperwork, and analyzing blueprints for the

developments, which is one of my favorite parts of the job. Many people in my office work closely with engineers and architects and someday I hope to as well.

I hope you'll consider me for a position at this company but if not, I would love to learn more about your business and the goals behind it. If you need anything else from me or have any questions, please let me know!

Thank you,
Emma Warn

Hello Mark,

I read an article this morning about your plans to convert the former Glaser Glass building into the NBRR location and was very excited! I lived around the corner from there for almost 10 years, and while sad to see it go, I couldn't see that location put to better use. What you've already done in New York and plan to do here in New Bedford couldn't happen at a better time.

I was born and raised in Fall River but I have lived in New Bedford for the past 20 years. I'm currently a student enrolled in the Offshore Wind Associate program at Bristol Community College. I graduated from Bristol with an Engineering Transfer degree in 2020 and was originally planning to transfer to UMass Dartmouth that Fall to complete my Engineering Bachelor's. Unfortunately, the pandemic altered plans for many people, including myself.

Before returning to college in 2017, I had spent time at UMass Dartmouth as first a Physics, then a Biology major. Circumstances in life led me to take a hiatus from my educational pursuit. I am a non-traditional student with a fresh perspective of the potential that the City of New Bedford has as the home of the first domestic, utility-scale offshore wind farm.

Does your company work or plan to work with the Massachusetts Clean Energy Center (MassCEC)? I am enrolled in the MassCEC Clean Energy Internship Program and would be thrilled to work for you in any way that I can to help bring your vision for that site to fruition. Even if you don't participate in their program, I would like to have the opportunity to be involved in some way.

Please let me know if there is anything else you would like to know about me. I took a break from potting up cucumber seedlings to reply to your email and I'm glad I did! I have a passion for hot sauce and started growing chili peppers during the pandemic. This Summer's planting is my first foray into growing non-pepper species. Thank you very much for responding to me! I hope to learn more about any potential role I may play if at all possible.

Mike McGarty (He/Him)



Matthew Ramos

Sat, Apr 9, 11:22
AM

to me

Good morning Mark, thanks for getting back to me!

A quick about me: I'm a project manager with a background in networking, system administration, and have some software development experience.

I spent a lot of time in New Bedford growing up - my family is from here originally- went to UMass Dartmouth, and just recently bought a home near Buttonwood.

Lately, I've been thinking about how the area could really explode once the train opens up access to more technical resources from Boston (especially if we can get some fiber internet down here!), so when my girlfriend sent me the article about you and NBRR in South Coast Today, I knew I had to reach out.

I don't know exactly how I'd fit in with your current plan to get NBRR up and running, but I'd love to be involved in whatever capacity would be most useful!

Thanks,
Matt

David McHorney

Sat, Apr 9, 5:01
PM

to me

Hi Mark,

Thanks for getting back to me! I'm a New Bedford resident and recent grad from WPI's Robotics Engineering program (also a graduate from UMass Dartmouth's College of Visual and Performing Arts, but that's a whole other story). I've done academic and professional work in ocean tech and conservation, as well as biotech, industrial process optimization, and a smattering of teaching. And I'm curious what opportunities NBRR might offer for employment and networking. Any insights you can share would be much appreciated.

Thanks!

-Dave

Good Morning Mark,

Sorry for the late reply, some weekends I disconnect from email.

I'm reaching out because on Friday I read an article about NBRR on SouthCoastToday and the article mentioned that you had partnered with some schools in New Bedford. I'm the Technology and Engineering teacher at Old Rochester Regional Junior High School and I think it's great that you're creating a robotics lab so close. I was wondering in what ways are you partnering with these schools?

In my class we talk about engineering design process, manufacturing, automation, iterative design and the way technology impacts our lives. A lot of times students disconnect from the subject because the process of creation is not familiar or the end goal is too complex. I try to inspire the students by showing videos of Boston Dynamics robots like Atlas or Spot. We've been following the rise of 3d printed buildings and other technologies and even use programs like TinkerCAD, AutoCAD and SketchUp to create blueprints and 3d models. We either manually construct some of our creations or 3d print them. This is all small scale and introductory and my hope is to inspire students to pursue a STEM career as research has shown that a large percentage of students decide if they'll pursue a STEM career by the time they leave 8th grade, especially girls. My end goal for my classroom is to create a makerspace where students come in with an idea and leave with a product, emphasizing that they can do anything they set their mind to.

I would love for my students to see an example of the engineering design process at a professional level. To demystify the engineering career for those with no familial connection. Is your organization open to field trips, presentations etc?

While I work at the JHS, I have sent your information to the HS and am always in contact with my counterpart there. At that level students are creating robots and solving all sorts of problems at a more advanced level. So if you have ideas for that age range I would love to hear them as well.

Best,
Brian

--

*Mr. Almeida
Tech and Engineering Teacher
Old Rochester Regional Junior High School*



Seth Drouin

12:24 PM

to me

Hi Mark,

I grew up in New Bedford and spend a lot of time there with family/helping to take care of my disabled father. I'm very excited about NBRR as I also see New Bedford as a hidden gem that could potentially help catapult new industries such as the work NBRR is doing. I'm especially interested in seeing the community benefit from such an

innovative investment. I know the plans are still in the works but I was wondering how to become involved when there are some opportunities.

Thank you,
Seth Drouin

Hello Mark!

I think that NBBR has an awesome vision and I am specifically interested in your goal of connecting with students and universities. I have a Master's in Business Administration, I've worked in business adjacent roles in my career, and now I am making the career change to get into the IT and STEM fields. This is a decision fueled by my interest in technology and its capabilities. ***I've always been interested in technology but I have not always had access to the resources required to foster my growth in the field.*** I would like to be involved with your organization to help increase access in education so that others who may be in the same position as I was do not have to make that change later on in their life but can get started working in STEM right away.

I am available to do any sort of administrative tasks, mentorship, or whatever there is need for. I currently have access to the Navy Base in Newport so I may even be able to help you make connections here. Additionally, I am looking to lean into a Cybersecurity profession and would love to help in that area on a lower level as my knowledge is still growing. I have a small 3D printer that I enjoy using for fun, so I have familiarity with that as well. I currently live on the New Bedford Dartmouth line, as a transplant from the West Coast and have been looking for an organization to back and get involved with.

If you have any questions, or are looking for help, please let me know.

Respectfully,

Ashley Villanueva

Good morning Mark,

thank you for your email and apologies for a slow reply.

I work for a specialty company that builds and installs roof deflection monitoring systems. We use a number of different sensor technologies to observe roof joist deflection (most frequently associated with wintertime snow & ice over burden).

I recently read an article about your company in the local paper that included details on your background that caught my eye. While my family (mother, father, and older sister)

are professional academics, I followed a different path in the recreational marine trades - first as a sail designer, then project manager/importer for heavy custom yacht equipment (gangways, cranes, heavy lift windlasses and so on) before getting involved with SRS (roof deflection systems) about 10 years ago. Generally, I travel a great deal (from Maine to Alaska) meeting with potential clients and engineering teams to introduce our systems and then develop monitoring solutions for each unique situation.

learned sciences and engineering are critical but always better with esthetic balance. I have a BA from OSU, a degree in boat design & construction from the Landing school, and a short life time of experience working with CAD design platforms (as far back as the nascent 1980's).

I would love to learn more about what NBRR is doing and if you have time for coffee sometime please let me know.

Very best regards,

Chris Collings



chris@collingsmarine.com

Hi Mark,

Thanks for reaching out. I was born and raised in New Bedford MA and graduated from UMass Dartmouth with a Bachelor of Science in Computer Science. I have been a resident of Mattapoisett for 5 years now and reside there with my wife of 11 years and our two daughters ages 10 and 4.

I am a software engineer for a company called HII (formerly known as Hydroid) that specializes in autonomous underwater vehicles and naval ships. Prior to my time at HII I worked as a software engineer for Raytheon where I helped develop software for the Zumwalt destroyer and worked at a company called Mueller Systems where I helped to automate some of the day-to-day functions of their network operations center (NOC) department.

During my spare time I serve on Mattapoisett's Marine Advisory Board and enjoy spending time with my family, fishing, boating, researching information about our historic home, and restoring my 1994 Tripp 18 Angler boat.

I have a real interest and passion in anything relating to marine activity and robotics. I stumbled on your website after reading a SouthCoast Today article on NBRR and I was instantly curious. After browsing your website, I was excited to think of how New Bedford could someday play a major role in the next big industrial revolution like it did so long ago with the whaling and textile industries. I've also had an interest in discovering how and what types of robots can have an impact in other applications/industries such as in the fishing industry. I look forward to hearing back from you and learning more about NBRR.

Regards,

Mike

(Mike Costa)



Kimberly-Ann Francis

to me

Thank you, Mark for taking an interest in the City of New Bedford and marshalling your influence to improve this community!

Who I am: Kimberly Francis, Retired Engineering Director for a local Manufacturing Company

Why I care: New Bedford has been through many changes. By telling its true story – from being at the top of the fishing industry to being one of the few safe sanctuaries for Freed Blacks in the late 1800's, the city is revitalizing itself based on its rich history and talent that still resides here. This research center is another good step toward providing jobs growth through exploration and experimentation. Many technical spin offs can and will be created from this group.

City of New Bedford: I appreciate all the work the administrators and officials in the City are doing in continuing be thoughtful in the investments and developments in the city.

NBRR: I totally support the mission of NBRR to provide capacity for the government officials, all residents, schools, industries and partners to have an inclusive innovation space where sound technical solutions can be prototyped to help solve the issues in the city and our world.

I hope to be of service to your mission.

Kim

Phil Marcelino [REDACTED]

Mon, Sep 26, 10:47
AM (1 day ago)

to me

Hi Mark,

My wife actually sent me the link and after reading the article and looking at your website, I figured I would introduce myself. I'm a lifelong resident of New Bedford and I've worked in the software engineering field for the past 20-something years. The former half was in telecommunications, and the latter half in robotics (undersea unmanned vehicles specifically). I'm currently working with unmanned vehicles at the naval base in Newport.

I've been wanting to see something like this happen in New Bedford for a long time now. UMass Dartmouth has a sizable maritime program and I was hoping to see it spill over to some incubator companies in the area.

The primary reason I reached out is to thank you for taking on this venture. I really hope it works out. As a secondary reason, if there is anything I can do to help out, don't hesitate to reach out. As I said, I'm a lifelong resident of New Bedford, so I would love to see something like this succeed.

Best of luck,
Phil Marcelino



Pete

Mon, Sep 26, 8:33
PM (17 hours ago)

to me

Hello Mark.

Thank you for writing and giving me a blank slate to share.

I'm a new retiree at age 57, and finding being "retired" doesn't fit me well. Soon, I'll be done building the boat building project in the shop, and I'll need to focus my energy somewhere else.

I'm fascinated with the new technologies that have made and will continue to make on the domain I have spent my life upon. -At sea.

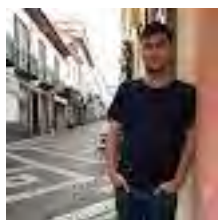
I local kid that found the waterfront, exploring marshes, creeks, inlets, boatyards, bays and progressing up in the boats/ships oceans and waterways I sailed with a varied and unique twenty two year career with the U. S. Coast Guard, and as a civilian post career.

After retirement from the service, I worked as a marine surveyor with an emphasis on the commercial fisheries and towing vessel side, then on to a stint with NOAA as an operations manager, then as a Dockmaster for the New Bedford Yacht Club, and finally as the yard manager for Concordia boat yard, where I started my career in the maritime world.

Always reading, staying up to date on AUV development and capabilities, undersea mapping, and navigation, Vessel automation, AI in concert with each of those facets. Vessel design and construction and the technologies in purpose built vessels of all sizes and utilization were, and still are, a source of fascination and study.

Hard to capture everything, however I read about NBRR, and wanted to know more about it, and appreciate that there is this sort of tech right in the heart of the port I first went to sea from, and see if there's a need for an "ol salt" that's washed ashore to potentially become involved with.

Cheers,
Pete



Christopher Mareiro

Wed, Sep 28, 10:10
PM (12 hours ago)

to me

Hi Mark,

I'm a software engineer at Raytheon Technologies where I work on radar systems for multiple programs under the Raytheon Missiles and Defense business unit. I've been with the company for a little over 4 years.

I grew up in Acushnet and now live in New Bedford. Before working at Raytheon, I received my bachelor of science in computer science from UMass Dartmouth and worked at L3 Technologies (now L3Harris Technologies).

I first heard about NBRR while reading the recent WBSM news article and thought that a facility like yours is really what the city needs right now. New Bedford has a large amount of untapped potential that could benefit from NBRR to help propel it into the future. This especially rings true with clean energy.

Could you explain what working with NBRR entails? Would this be something along the lines of volunteer work (i.e. STEM programs and startup advisory) or something more like a full time position?

Thanks,
Chris Mareiro

I am a local businessperson who developed an international high tech import/export company within the Whaling Heritage Historical National Park in downtown New Bedford.

It is invigorating to see that committed, creative people are continuing to dedicate themselves and the efforts of others to improve our community and bring it to the forefront of developing technologies. The City of New Bedford has repeatedly supported these efforts and encouraged this forward-thinking movement.

I am looking forward to assisting NBRR in a number of ways as they modernize and upgrade a particular building and encourage wider engagement within the community and the wider world. I have seen firsthand how improving just one lot or location can have a ripple effect and lead to a re-use and beautification that impacts nearby properties and streets, and often beyond. NBRR is exactly what New Bedford needs more of, and its success will improve the lives who don't even know it exists.

Respectfully,

Neal Weiss, Founder

Fiber Optic Center, Inc.

23 Centre Street

New Bedford, MA 02740

508 992 6464

Cell [REDACTED]

nweiss@focenter.com

EXHIBIT C: CITY AWARD LETTER



CITY OF NEW BEDFORD
JONATHAN F. MITCHELL, MAYOR

January 18, 2023

Mark Parsons
Founder
New Bedford Research and Robotics
42 Grove Street
New Bedford, MA 02740

RE: AMERICAN RESCUE PLAN ACT FUNDING FOR NEW BEDFORD RESEARCH AND ROBOTICS

Dear Mr. Parsons:

I am pleased to inform you that, based on your response to RFR #22130143 Vacant or Abandoned Property Rehabilitation, the City of New Bedford is awarding New Bedford Research and Robotics (NBRR) up to \$2,250,000 for eligible project costs, subject to your compliance with the funding's terms and conditions and the execution of a Grant Agreement.

These terms and conditions are partly set out by the American Rescue Plan Act (ARPA) and the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) rules and regulations, including but not limited to, the Department of the Treasury's SLFRF Final Rule and 2 C.F.R. 200. Importantly, as a subrecipient of ARPA funds, NBRR must comply with federal procurement regulations and maintain a conflict-of-interest policy consistent with state and federal rules. The terms and conditions are also contained in the Agreement between your organization and the City, which will govern the use and disbursement of the funds.

Prior to Agreement execution, NBRR must complete a **subrecipient risk assessment**. Following submission of the subrecipient risk assessment, a **subrecipient intake meeting** must be scheduled with Molly Kivi, the ARPA Grants and Contract Manager. At this meeting, the results of the subrecipient risk assessment, and federal regulations governing ethics, administrative requirements, and use of ARPA funds will be reviewed. All communication with the City regarding the specifics of your ARPA project should be sent to Elise Rapoza (elise.rapoza@new-bedford-ma.gov), Molly Kivi (molly.kivi@newbedford-ma.gov), and Jennifer Maxwell (jennifer.maxwell@newbedford-ma.gov).

Congratulations! We look forward to the positive contribution your project will make to the City.

Sincerely,

Jon Mitchell
Mayor

EXHIBIT D: PROJECT BUDGET

NBRR Revenue and Expenses FY 2022- FY 2027		Revenue and Expenses FY 2028	Revenue and Expenses FY 2029	Revenue and Expenses FY 2030	Revenue and Expenses FY 2031	Revenue and Expenses FY 2032	
		(ramp up)					
Revenue							
Projects							
TBD/ Projects				\$ 250,000.00	\$ 275,000.00	\$ 300,000.00	\$ 325,000.00
Ford Emobility Innovation Project	\$ 290,802.50	\$ 25,000.00					
Kitspaxce/ BVN		\$ 125,000.00					
Iradion Laser		\$ 15,000.00					
Memberships/ Partnerships							
TBD all Memberships				\$ 175,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
TBD/ Higher Ed		\$ 35,000.00					
Tabor Academy STEM	\$ 10,000.00	\$ 35,000.00					
Our Sisters School Inc	\$ 3,000.00						
New Bedford HS	\$ 10,000.00	\$ 45,000.00					
Nativity Prep							
Art-related - TBD		\$ 9,000.00					
Corporate - TBD							
Co-working - TBD		\$ 5,000.00					
Business Incubation							
TBD/ Incubation				\$ 90,000.00	\$ 120,000.00	\$ 150,000.00	\$ 150,000.00
Dom Thiozen	\$ 3,000.00						
Littoral Power Systems		\$ 32,000.00					
DressCode		\$ -					
PIPS Medical		\$ -					
Aloft Systems		\$ -					
Biomimicry Systems		\$ -					
Grants & Foundation							
Government - TBD							
Corporate - TBD				\$ 10,000.00	\$ 25,000.00	\$ 50,000.00	\$ 75,000.00
Family Office (confidential) Arts and Education				\$ 20,000.00			
Siegel Family Endowment	\$ 150,000.00	\$ 150,000.00		\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
Mass Tech Collaborative		\$ 100,000.00					
EDA Build to Scale		\$ 250,000.00		\$ 250,000.00	\$ 250,000.00		
EDA Venture						\$ 350,000.00	\$ 350,000.00
Private Fundraising							
Misc Private - TBD	\$ 300.00	\$ 145,300.00		\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
Anonymous/ BNY Mellon DAF	\$ 200,000.00	\$ 200,000.00		\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
Total Revenues	\$ 666,902.50	\$ 1,171,300.00		\$ 1,295,000.00	\$ 1,370,000.00	\$ 1,550,000.00	\$ 1,600,000.00
Expenses							
Personnel							
Executive Director	\$ 76,923.00	\$ 115,000.00	\$ 120,000.00	\$ 125,000.00	\$ 130,000.00	\$ 135,000.00	
Community Engagement Lead		\$ 67,000.00	\$ 72,000.00	\$ 77,000.00	\$ 82,000.00	\$ 87,000.00	
PT/ FT Director Partnerships and Operations			\$ 50,000.00	\$ 100,000.00	\$ 105,000.00	\$ 110,000.00	
Director of Design Technologies	\$ 59,192.24	\$ 72,000.00	\$ 77,000.00	\$ 82,000.00	\$ 87,000.00	\$ 92,000.00	
FT Technology Engineer/ Support			\$ 70,000.00	\$ 75,000.00	\$ 80,000.00	\$ 85,000.00	
PT Administrative Assistant/ Marketing		\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	
Entrepreneurial Lead		\$ 115,000.00	\$ 120,000.00	\$ 125,000.00	\$ 130,000.00	\$ 135,000.00	
Interns (roll up)		\$ 8,000.00	\$ 20,000.00	\$ 22,000.00	\$ 24,000.00	\$ 26,000.00	
Intern 1 Social Media	\$ 2,250.00	\$ 2,000.00					
Intern 2 Design Technologist		\$ 2,000.00					
Intern 3 1st Robotics		\$ 2,000.00					

Stem Consultant	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
Building Manager	\$ 3,200.00	\$ 67,000.00	\$ 70,000.00	\$ 73,000.00	\$ 76,000.00	\$ 79,000.00
Tech Venture Consultants	\$ 5,431.00				\$ 75,000.00	\$ 75,000.00
Personnel / Fringe		\$ 75,000.00	\$ 97,350.00	\$ 104,850.00	\$ 121,350.00	\$ 126,600.00
Employer Taxes	\$ 6,272.60					
Workers Comp Insurance	\$ 962.72					
Unemployment Insurance	\$ 831.89					
Payroll Processing	\$ 480.27					
Compliance, Legal, Financial						
Accounting	\$ 11,602.95	\$ 18,000.00	\$ 22,000.00	\$ 25,000.00	\$ 28,000.00	\$ 31,000.00
Legal	\$ 6,550.00	\$ 15,000.00	\$ 20,000.00	\$ 22,000.00	\$ 24,000.00	\$ 26,000.00
Insurance / Liability	\$ 12,239.37	\$ 10,000.00	\$ 12,000.00	\$ 14,000.00	\$ 16,000.00	\$ 18,000.00
NBRR Board Indemnification Insurance	\$ -	\$ 1,500.00	\$ 2,000.00	\$ 2,200.00	\$ 2,400.00	\$ 2,600.00
Fundraising / Development						
Develop Campaign - Molly	\$ 3,567.00	\$ 8,000.00	\$ 9,000.00	\$ 10,000.00	\$ 11,000.00	\$ 12,000.00
General Development	\$ 160.81					
Documentation - Ethan	\$ 2,850.00	\$ 2,500.00	\$ 3,000.00	\$ 3,500.00	\$ 4,000.00	\$ 4,500.00
Website	\$ -	\$ 15,000.00			\$ 18,000.00	
Program Cap Costs						
Capital /Equipment			\$ 100,000.00	\$ 85,000.00	\$ 75,000.00	\$ 65,000.00
Industrial Robots	\$ 61,042.04	\$ 205,000.00				
General Use Materials Budget	\$ 2,701.56	\$ 10,000.00	\$ 12,000.00	\$ 14,000.00	\$ 16,000.00	\$ 18,000.00
Consumables Costs for Programming:						
STEM		\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
AIR (Artist in Res)		\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
University / Workshops		\$ 3,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Space						
Rent	\$ 87,000.00	\$ 43,750.00	\$ 131,360.00	\$ 178,724.00	\$ 185,873.00	\$ 193,307.00
Utilities	\$ 6,518.61	\$ 63,650.00	\$ 65,000.00	\$ 67,000.00	\$ 69,000.00	\$ 71,000.00
Repairs & Janitorial	\$ 15,125.61	\$ 20,825.00	\$ 15,000.00	\$ 16,000.00	\$ 17,000.00	\$ 18,000.00
Groundskeeping		\$ 5,000.00	\$ 8,000.00	\$ 9,000.00	\$ 10,000.00	\$ 11,000.00
Furniture	\$ 1,019.97	\$ 5,000.00	\$ 20,000.00	\$ 10,000.00	\$ 8,000.00	\$ 5,000.00
Property Taxes & Fees	\$ -	\$ 40,000.00	\$ 41,000.00	\$ 42,000.00	\$ 43,000.00	\$ 44,000.00
General Office						
General Office/ other	\$ 14,629.00	\$ 1,500.00	\$ 2,000.00	\$ 2,500.00	\$ 3,000.00	\$ 3,500.00
Software		\$ 3,089.00	\$ 3,500.00	\$ 4,000.00	\$ 4,500.00	\$ 5,000.00
Hardware/Supplies		\$ 5,000.00	\$ 6,000.00	\$ 7,000.00	\$ 8,000.00	\$ 9,000.00
WIFI		\$ 1,300.00	\$ 1,500.00	\$ 1,800.00	\$ 2,100.00	\$ 2,300.00
T&E						
Travel & Ent	\$ 20,965.95	\$ 5,000.00	\$ 8,000.00	\$ 9,000.00	\$ 10,000.00	\$ 11,000.00
Total Expenses	\$ 411,516.59	\$ 1,063,114.00	\$ 1,242,710.00	\$ 1,341,574.00	\$ 1,500,223.00	\$ 1,535,807.00
Net Revenues	\$ 255,385.91	\$ 108,186.00	\$ 52,290.00	\$ 28,426.00	\$ 49,777.00	\$ 64,193.00