AGREEMENT FOR GRANT FUND DISBURSEMENT

This Agreement (the "Agreement") is made and entered into as of the 31st day of December 2025, by and between the Town of Clarksburg, a municipal corporation with its principal offices located at 111 River Road, Clarksburg, Massachusetts 01247 (the "Town"), and the Briggsville Water District, a duly constituted political subdivision of the Commonwealth of Massachusetts with a principal place of business at 47 Cross Road, Clarksburg, Massachusetts, 01247, having an address of 111 River Road, Clarksburg, Massachusetts 01247 (the "District").

WHEREAS, the District was established under the Acts of 1980, c. 483 (the "Act") for the purpose of supplying water for the extinguishment of fires, and for domestic and other purposes, with power to establish fountains and hydrants and to regulate the use of such water and to fix and collect rates to be paid therefor, and for the purposes of assessing and raising taxes as provided for in the Act.

WHEREAS, the District sought and applied, through the Town, for certain grants for the improvement of its facilities.

WHEREAS, the Town was awarded, on behalf of the District, a FEMA Building Resilient Infrastructure and Communities Grant in the amount of $430,530, representing a 75% reimbursement (the "BRIC Grant").

WHEREAS, the Town was further awarded, on behalf of the District, an additional grant by the Executive Office of Economic Development in the amount of $140,000 (the "EED Grant")

NOW THEREFORE, to establish the terms and procedures governing the administration and disbursement of funds received by the Town under the BRIC Grant and EED Grant (collectively referred to as the "Grants") the parties agree as follows:

1. Purpose of Funds. The funds are intended to support improvements to infrastructure under the jurisdiction of the Briggsville Water District in accordance with the grant scopes of work and the Administrative Consent Order of 2016.
2. Separate Legal Entities. The Town and the District acknowledge that they are separate and independent legal entities, each responsible for its own obligations and finances. This Agreement is intended solely to outline coordination for the lawful expenditure and reimbursement of the above-referenced grant funds.
3. Responsibilities of Parties. Both the Town and the District acknowledge that the BRIC and EED Grants are reimbursable in nature. The District shall be responsible for managing project implementation, including procurement, contracting, and payment of invoices in accordance with applicable grant requirements. The Town shall review and approve all reimbursement requests prior to submission to the granting agencies.

Upon receipt of reimbursement funds, the Town shall promptly disburse to the District any amounts reimbursed for eligible and approved project expenses.

The Town's sole responsibility under this Agreement is to submit to the granting authorities the applicable documentation for reimbursement under the grants in an amount up to, but not exceeding, the grant funds, and to pay the actual grant funds received to the District. The Town assumes no responsibility for the failure of the granting authorities to reimburse the Town the grant funds, or any portion thereof.

In the event that advance funding is necessary to initiate or continue work, the District shall be solely responsible in determining whether borrowing or temporary funding will be pursued, in accordance with Section 4 of the Briggsville Water District Special Act (limiting the District's borrowing authority to $250,000).

4. Procurement Certification. The District shall certify, with each reimbursement request, that all procurement and contracts associated with the request were conducted in full compliance with all applicable procurement requirements. The District shall be solely responsible for any disallowance, repayment, penalty, or claw back resulting from noncompliance.
5. No Duty to Audit. The Town shall have no obligation or duty to supervise, monitor, audit, or oversee the District's procurement contracting, or project performance, and shall be entitled to rely entirely on the certifications and documentation submitted by the District. The Town shall not be responsible for identifying or preventing ineligible or non-compliant costs.

6. Match and Overrun Costs. The District shall be solely responsible for all costs not covered by the Grants, including but not limited to local match, ineligible expenditures, cost overruns, change orders, and amounts exceeding available grant funds.

7. Records and Access. The District shall maintain all project records, contracts, invoices, procurement documents, and financial records for a minimum of seven (7) years following final closeout of the Grants, unless required for longer under the Massachusetts Records Retention Schedule. The District shall provide the Town, any state or federal auditor, immediate access to all such records upon request.

8. Indemnification. The District acknowledges that the Town is entering into this Agreement and holding and disbursing the grant funds solely as an accommodation to the District. The District shall indemnify and hold the Town, its officials, employees and volunteers harmless against, any and all claims, suits, actions, proceedings, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees), arising out of this Agreement or based upon any act, omission, alleged act or alleged omission by the Town or any other cause arising under this Agreement, except as a result of the

Town's bad faith, willful misconduct or gross negligence.

9. Compliance. Both the Town and the District agree to comply with all applicable state and federal laws, grant conditions, and procurement regulations. Any costs determined to be ineligible or noncompliant shall be the responsibility of the party that incurred them.

10. Duration. This Agreement shall remain in effect until all grant funds have been expended, reimbursed, and final reporting and audits have been completed, unless terminated earlier by mutual written agreement. However, the indemnification under Section 4 hereof, shall survive the termination of this Agreement indefinitely.

11. No Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of the Town and the District. Nothing in this Agreement shall be construed to create any rights or remedies in any third party, nor shall any third party be deemed a beneficiary under this Agreement.

12. Independent Contractors. The Town and the District are independent governmental entities, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties. Neither party has the authority to bind the other, and each party shall be solely responsible for the acts and omissions of its own officials, employees, agents and contractors.

13. Permits and Regulatory Compliance. The District shall be solely responsible for obtaining and maintaining all permits, approvals, licenses, and regulatory authorizations required for the Project, and for ensuring compliance with all applicable federal and state laws, regulations, and grant conditions. The Town shall have no responsibility for securing or maintaining any such permits or approvals.

14. Entire Agreement. This Agreement constitutes the entire agreement between of the parties hereto and supersedes all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) with respect to the subject matter hereof, including the administration and disbursement of the Grants.

15. Amendment. No amendment, modification, or waiver of any provision of this Agreement shall be valid unless set forth in a written instrument executed by the parties hereto. No oral agreements, course of dealing, or course of performance shall operate as an amendment of modification of the Agreement.

16. Notices. Any notice required or permitted to be given under this Agreement shall be in writing, shall specifically refer to this Agreement, and shall be delivered by (a) hand

delivery, (b) certified mail, return receipt requested, (c) nationally recognized overnight courier, or (d) email, provided that receipt of such email is acknowledged in writing by the receiving party (which acknowledgment may be by return email). Notices shall be sent to the parties at the addresses and/or email addresses set forth below, or to such other addresses or email address as a party may designate in writing under this Section 16. A notice shall be deemed given upon delivery by mail and, in the case of email, shall be deemed given upon written acknowledgement of receipt by the receiving party.

Town of Clarksburg
111 River Road
Clarksburg, MA 01247

Email: townadministrator@clarksburgma.gov

Briggsville Water District
111 River Road
Clarksburg, MA 01247

Email: _____

17. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the remaining provisions shall remain in full force and effect.

18. Governing Law/Venue. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Any action arising out of or relating this Agreement shall be brought exclusively in the state or federal courts located within the Commonwealth of Massachusetts.

19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered electronically or by PDF shall be deemed effective for all purposes.

[Signature Pages to Follow]