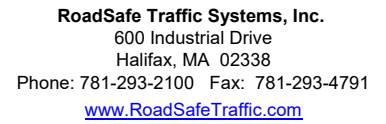


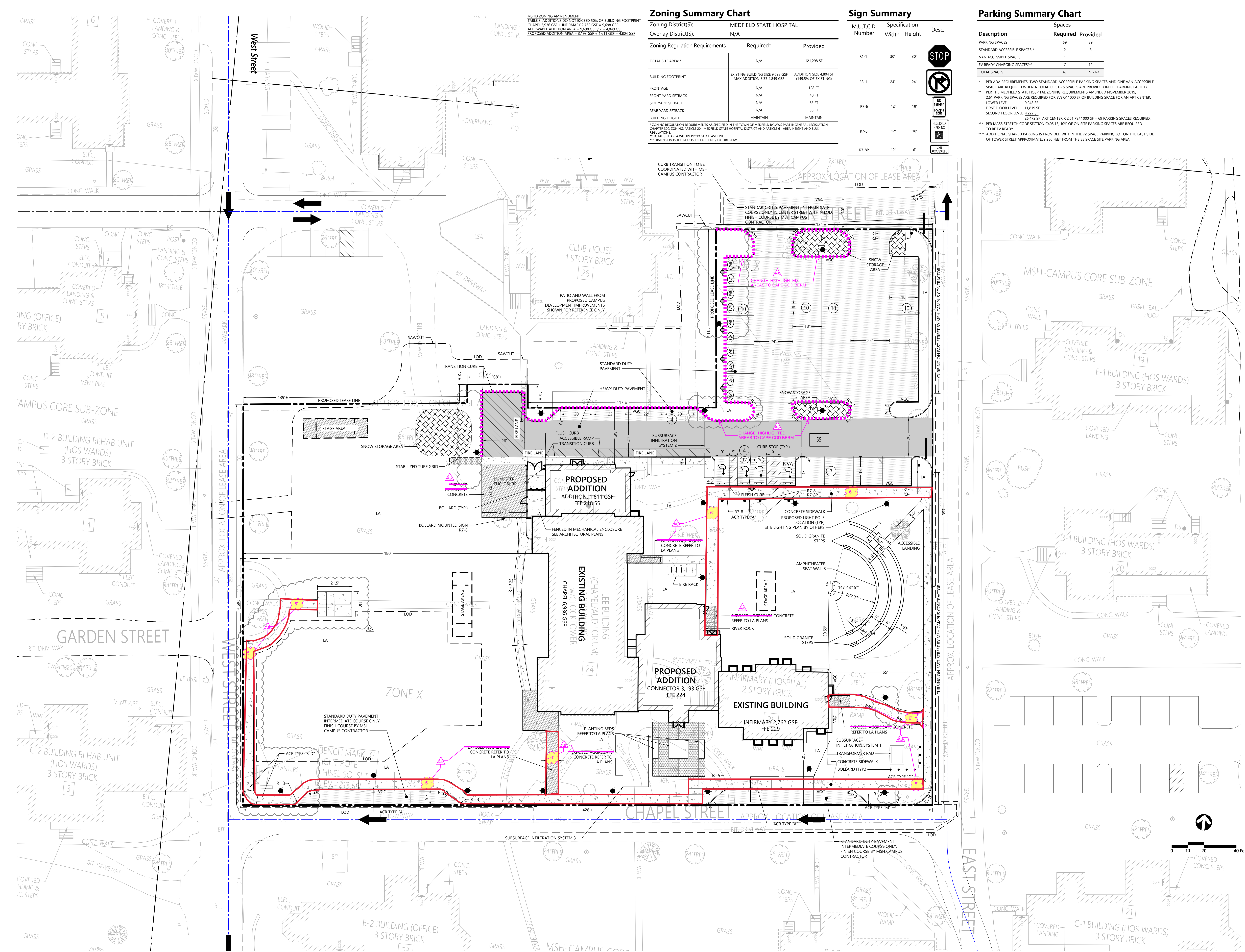


Select Board Meeting
Meeting Packet
September 30, 2025



PO#:

<u>JOB SPECIFIC INCLUSIONS / EXCLUSIONS:</u>	<u>GENERAL INCLUSIONS / EXCLUSIONS:</u>
1) PRICES DO NOT INCLUDE MA STATE SALES TAX (ADD IF APPLICABLE)	



Zoning Summary Chart

Zoning District(S):	MEDFIELD STATE HOSPITAL	
Overlay District(S):	N/A	
Zoning Regulation Requirements	Required*	Provided
TOTAL SITE AREA**	N/A	121,298 SF
BUILDING FOOTPRINT	EXISTING BUILDING SIZE 9,698 GSF MAX ADDITION SIZE 4,849 GSF	ADDITION SIZE 4,804 SF (149.5% OF EXISTING)
FRONTAGE	N/A	128 FT
FRONT YARD SETBACK	N/A	40 FT
SIDE YARD SETBACK	N/A	65 FT
REAR YARD SETBACK	N/A	36 FT
BUILDING HEIGHT	MAINTAIN	MAINTAIN
** ZONING REGULATION REQUIREMENTS AS SPECIFIED IN THE TOWN OF MEDFIELD BYLAWS PART I GENERAL LEGISLATION, CHAPTER 300, ZONING, ARTICLE 20 - MEDFIELD STATE HOSPITAL DISTRICT AND ARTICLE 6 - AREA, HEIGHT AND BULK REGULATIONS.		
*** TOTAL SITE AREA WITHIN PROPOSED LEASE LINE		
**** DIMENSION IS TO PROPOSED LEASE LINE / FUTURE ROW		

Sign Summary

M.U.T.C.D. Number	Specification	Desc.
R1-1	30"	30"
R3-1	24"	24"
R7-6	12"	18"
R7-8	12"	18"
R7-8P	12"	6"

Parking Summary Chart

Description	Spaces	
	Required	Provided
PARKING SPACES	59	39
STANDARD ACCESSIBLE SPACES *	2	3
VAN ACCESSIBLE SPACES	1	1
EV READY CHARGING SPACES***	7	12
TOTAL SPACES	69	55****

* PER ADA REQUIREMENTS, TWO STANDARD ACCESSIBLE PARKING SPACES AND ONE VAN ACCESSIBLE SPACE ARE REQUIRED WHEN A TOTAL OF 51-75 SPACES ARE PROVIDED IN THE PARKING FACILITY.
** PER THE MEDFIELD STATE HOSPITAL ZONING REQUIREMENTS AMENDED NOVEMBER 2019, 2.61 PARKING SPACES ARE REQUIRED FOR EVERY 1000 SF OF BUILDING SPACE FOR AN ART CENTER.
LOWER LEVEL: 9,948 SF
FIRST FLOOR LEVEL: 11,819 SF
SECOND FLOOR LEVEL: 4,227 SF
*** PER MASS STRETCH CODE SECTION C405.13, 10% OF ON SITE PARKING SPACES ARE REQUIRED TO BE EV READY.
**** ADDITIONAL SHARED PARKING IS PROVIDED WITHIN THE 72 SPACE PARKING LOT ON THE EAST SIDE OF TOWER STREET APPROXIMATELY 250 FEET FROM THE 55 SPACE SITE PARKING AREA.

NO	DATE	DESCRIPTION
1	2/2/20	Release to Comments
2	4/2/20	Final Plans
3	5/5/20	Final Plans
A3	6/18/2020	Addendum No. 03
A5	7/14/2020	Addendum No. 05
A6	8/14/2020	Addendum No. 06



In accordance with Medfield Bylaws
Article IV. Police Regulations
Section 26 Solicitation

**Town of Medfield
Application to Solicit**

Date: 7/31/24

Applicant's Name: Craig Vancich

Home Address: 104 Cleveland St. Norfolk, MA 02052

Telephone No. [REDACTED]

Date of Birth: 8/4/60

Social Security No. [REDACTED]

Height 5'10

Weight 240

Color: Hair Brown

Eyes Blue

Motor Vehicle Operator's License No. & State: MA [REDACTED]

Motor Vehicle Owner and Address: SAME

Motor Vehicle Registration No. _____

Motor Vehicle Make: Toyota

Model: 4Runner

Year: 2011

Name of Business: Jon Run

Business Address: 695 Myles Standish Blvd Taunton, MA 02780

Nature of Business and goods to be sold: Renewable Energy - Solar Power Purchase

Non-Profit (Y/N) (N) Other: _____

Permit Number (State or local if any): _____

License requested for what length of time: Unlimited

Days of week and hours of solicitation: Mon - Sun 10:00am - Dark

List of any others who will solicit in Medfield as part of application:

Name	Address	Date of Birth	SS#
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Application Fee: \$10.00

Public Hearing will be required

Applicant's Signature: 

Approved/Disapproved

Date: _____

Chief of Police



Brittney Franklin <bfranklin@medfield.net>

Fwd: Katie Morray - Capital Budget Committee

[REDACTED]

Dear Select Board -

I was pleased that the town received two resumes from residents interested in being appointed to the Capital Budget Committee.

I met with each of them and am recommending that Artie Georgacopoulos be appointed to fill the vacant position on our committee. I would also like to recommend that Katie Morray be appointed as an associate non-voting member. Both individuals would like to learn more about town government and are looking for ways to get involved.

Their resumes are attached. Artie's cover letter is also attached and Katie's note is included below.

Please let me know if you have any questions.

Thank you,

Megan

Good Afternoon Kristine,

I am writing to express my interest in serving as a resident-at-large on the Capital Budget Committee. With a strong and demonstrated commitment to community service, I am eager to contribute my skills and perspective to support the committee's important work in reviewing and prioritizing capital expenditures for the benefit of the Medfield community. I see this role as both an excellent learning opportunity and a responsibility to help inform fellow residents about issues and agenda items, and to encourage broader involvement in supporting and improving our town.

Please find my resume attached and feel free to reach out with questions, I appreciate your time and consideration.

Katie

--

Katie Morray

Realtor



[navigaterealestatecorp.com](https://www.navigaterealestatecorp.com)

Katie Morray

424 Main Street · Medfield, MA 02052 · [REDACTED]

Professional Summary

Detail-oriented real estate professional with 7+ years of experience managing transactions, marketing, and client relations. Proven ability to guide buyers and sellers through every stage of the process while delivering exceptional service. Strong foundation in hospitality sales and community engagement.

Professional Experience

Navigate Real Estate – Walpole, MA

Owner / Real Estate Agent | February 2025 – Present

- Develop brand identity and strategic marketing plan, establishing niche business concept that pairs builder expertise with real estate services.
- Partner with construction-side to deliver flexible, customized real estate opportunities to clients.
- Prepare homes for market including repairs, staging, photography, strategic timing, and financing solutions.

William Raveis Real Estate – Wellesley, MA

Real Estate Agent | September 2021 – January 2025

- Increased market share through networking and brand development.
- Streamlined closing process by coordinating inspections, attorneys, and utility transfers.
- Prepared homes for market including staging, photography, and vendor scheduling.
- Conducted comparative market analyses to guide pricing and sales strategy.

Re/Max Distinct Advantage – Westwood, MA

Real Estate Agent / Transaction Coordinator | May 2019 – August 2021

- Generated and maintained MLS listings for a team of 5 agents.
- Created marketing content, social media campaigns, and monthly magazine mailings.
- Designed agent-specific marketing materials and office documents.
- Assisted office of 15 agents with transaction and administrative support.

- Contributed to community engagement efforts including artwork and preparation for annual 5K fundraising event.

Hospitality & Culinary Experience – Greater Boston Area

Various Roles | 2006 – 2014

- Directed catering sales and group event logistics at major Boston hotels including Radisson and Starwood properties.
- Built client relationships, managed contracts, and developed new business through networking and industry events.
- Created seasonal pastry menus and contributed to revenue growth at Franklin-based restaurant.
- Recognized for training, mentoring, and cross-department collaboration to enhance guest experience.

Skills

Real Estate: MLS Listings, Transaction Coordination, Comparative Market Analysis, Marketing & Social Media

Business & Client Service: Escrow Management, Vendor Coordination, Event Planning, Hospitality Sales

Technical: Microsoft Office Suite, Adobe Photoshop, InDesign, Illustrator

Community

Medfield Food Cupboard – Secretary of Correspondence (2021-Present)

Medfield Coalition for Public Education (MCPE) – Events Committee, Fall Ball Chair, Vice-President, Co-President (2022-2025)

Medfield New 'N Towne – Chair, Family Fun Committee (2017-2019)

Education

Hamilton College – Clinton, NY

Bachelor of Arts in Philosophy, Minor in Mathematics | May 2006

Artie Georgacopoulos
11 Stuart Street
Medfield, MA, 02052



September 15, 2025

Dear Town Administrator Trierweiler,

I am writing to express my interest in serving on the Capital Budget Committee for the town of Medfield. With a strong background in capital management and a genuine commitment to our community's fiscal health, I am confident in my ability to contribute effectively to the committee's mission.

As a resident of Medfield for over 20 years, I have witnessed the town's growth and the increasing importance of prudent capital budgeting in supporting sustainable development. My professional experience as Vice President of Portfolio and Project Management has equipped me with the skills necessary to analyze complex financial data, manage large budgets, and make strategic decisions that align with long-term goals.

I am particularly drawn to the Capital Budget Committee's role in evaluating and prioritizing capital projects, as this aligns with my passion for fostering responsible and impactful community investments. I believe that my analytical skills, attention to detail, and collaborative approach would be valuable assets to the committee. Moreover, I am eager to engage with fellow committee members and town officials to ensure that Medfield continues to thrive.

Thank you for considering my application for a seat on the Capital Budget Committee. I am excited about the opportunity to contribute to the financial stewardship of our town and am available for a meeting to discuss my qualifications in further detail. I have attached my resume, and please feel free to contact me at your earliest convenience.

Sincerely,

Artie Georgacopoulos

ARTIE GEORGACOPOULOS

████████████████████ | Medfield, MA | [Linkedin.com/in/artie-georgacopoulos](https://www.linkedin.com/in/artie-georgacopoulos)

PROFESSIONAL SUMMARY

Experienced and proven leader and creative problem solver with 20 years of experience in the utility industry, specializing in portfolio and project management, field operations, construction, and engineering. Utilizes a data based, results-oriented team approach that balances safety, compliance, and efficiency to achieve operational excellence and best in class energy delivery for customers.

Multi-faceted utility leader with expertise in:

Engineering • Project Management • Resource Planning • Team Leadership • Strategic Planning
Communication • Process Improvement • Cost Control • Labor Negotiations

EXPERIENCE

Vice President, Gas Portfolio and Project Management

2024 – Present

National Grid, Waltham, MA

- Built and oversaw 10-year, \$10+ billion portfolio of capital projects and programs, driving strategic investment and delivery of critical infrastructure.
- Managed all contractual agreements, ensuring risk mitigation, regulatory compliance, and optimal commercial outcomes for the organization.
- Led project management for highly complex, multi-disciplinary initiatives, coordinating cross-functional teams to achieve operational excellence and timely execution.
- Developed and implemented robust management and scheduling frameworks for non-complex programs of work, optimizing resource allocation and enhancing efficiency across project lifecycles.
- Established governance and reporting protocols for both complex and non-complex projects, providing executive-level visibility and actionable insights to stakeholders.

Director, Gas Construction & Field Operations

2017 – 2024

National Grid, Boston, MA

- Lead team of 400 union and management personnel responsible for safe, compliant, and efficient maintenance, construction and operation of natural gas system serving 500,000 customers in the Downtown Boston and Cape Cod regions.
- Consistently delivered on CAPEX and OPEX portfolio of maintenance and construction work on time and on budget through strong collaboration with engineering, planning, and finance teams.
- Sponsored strategic efficiency projects spanning materials, overtime, accurate accounting, vehicle utilization, and paving operations equating to annual OPEX savings in excess of \$10 million.
- Developed performance measurement mindset down to field level employees to ensure alignment of corporate and operational goals and objectives.
- Grew organizational capabilities across all field personnel, specifically in project management and financial understanding.
- Led business continuity planning and all field operations associated with 1,200-person, seven-month labor dispute.

Director, Resource Planning

2014 – 2017

National Grid, Waltham, MA

- Led organization (60 employees across NE and NY) responsible for the planning, coordination, and management of construction, maintenance, and customer meter services work for all of National Grid's US Gas Operations. Annual portfolios of work valued at \$2 billion of Capital and O&M expenditure and consisting of over 650 miles of main replacement / installation along with all mandated, customer, and discretionary projects / programs.
- Developed and implemented enterprise-wide department responsible for scheduling and coordinating maintenance and construction resources, and evolved process from daily to multi-week schedules.
- Led team responsible for implementation of new US Gas Capital Calibration Process. Newly developed process linking budgetary requirements to planned work assignments was put into action in April 2016 & delivered \$1.6B capital portfolio within 0.3% of budget.
- Developed Program Management capabilities within team through implementation of Project Management Professional (PMP) best practices and applied them to non-complex work to drive greater visibility and forecasting accuracy.

ARTIE GEORGACOPOULOS

Manager, Resource Planning

2011 – 2014

National Grid, Waltham, MA

- Led team responsible for the creation and management of annual work plans for MA and RI gas and electric construction and field operations.
- Grew contractor resource levels by over 20% in two years by establishing multi-year contracts with newly sourced resources to meet increased levels of main replacement and customer demand.
- Responsible for the proactive forecasting, analysis, and mitigation of all issues related to the in-year construction and maintenance work plans. Proactive approach resulted in completion levels of over 95% of plan.
- Oversaw all regulatory capital tracker operational filings, information requests from Department of Public Utilities and Attorney General's office and supported witness testimony for all hearings.

Engineer / Senior Engineer / Lead Engineer

2006 – 2011

National Grid, Waltham, MA

- Managed engineering team to ensure compliant and efficient design associated with all new and replacement natural gas infrastructure.
- Implemented lessons learned process to improve construction estimates and allow for more accurate delivery of annual work plan.
- Provided companywide engineering and project management for capital projects involving all varieties of natural gas infrastructure.

Associate

2005 – 2006

PowerAdvocate, Boston, MA

- Led four-month, \$30 million capital and O&M sourcing initiative in South Africa, which included energy saving lighting, fabric filter bags, transmission cable, and desktop computers.
- Executed quick hit price rationalization analysis for large utility merger clients to identify savings from leveraging volume across all stock material categories.
- Completed spend analysis for global water systems business serving the power industry, comprising over \$240 million across all spend categories within eighteen business units and nine countries.

EDUCATION & CERTIFICATIONS

Tufts University, Medford, MA

Master of Science in **Engineering Management**

Northeastern University, Boston, MA

Bachelor of Science in **Mechanical Engineering**

Minor in Business Administration

Fundamentals of Engineering (FE)

Project Management Professional (PMP)

Boston Future Leadership Program, Boston Chamber of Commerce

Accelerated Development Program (*National Grid Internal*)

Enterprise Leadership Advantage Program (*National Grid Internal*)

Horse Powered Leadership Program (*National Grid Internal*)

INTERESTS

Restoring Classic European Vehicles • Smart Home Technology

Small Engine Repair • Home Renovations

September 17, 2025

Teresa James, Planning Board Chair
Maria De La Fuente, Land Use and Planning Director
Town of Medfield
459 Main Street
Medfield, MA 02052

Re: Planning Board Position

Dear Teresa and Maria:

Please accept my resignation as a member of the Medfield Planning Board, effective immediately. While I have tremendously enjoyed and am proud of the work the Board has done over the last 10 years since I was first elected, I am finding the commitment too difficult to sustain with my personal and professional obligations. I look forward to continuing to stay involved with the Town and following the important work the Planning Board continues to do. Thank you!

Best wishes,

A handwritten signature in black ink, appearing to read "Sarah Lemke". The script is cursive and fluid.

Sarah Lemke

Part I ADMINISTRATION OF THE
GOVERNMENT

Title VII CITIES, TOWNS AND DISTRICTS

Chapter OFFICERS AND EMPLOYEES OF
CITIES, TOWNS AND DISTRICTS
41

Section APPOINTMENT TO FILL VACANCY
IN TOWN OFFICE
11

Section 11. As used in this section, the term "vacancy" includes a failure to elect. If a vacancy occurs in any town office, other than the office of selectman, town clerk, treasurer, collector of taxes or auditor, the selectmen shall in writing appoint a person to fill such vacancy. If there is a vacancy in a board consisting of two or more members, except a board whose members have been elected by proportional representation under chapter fifty-four A, the remaining members shall give written notice thereof, within one month of said vacancy, to the selectmen, who, with the remaining member or members of such board, shall, after one week's

notice, fill such vacancy by roll call vote. The selectmen shall fill such vacancy if such board fails to give said notice within the time herein specified. A majority of the votes of the officers entitled to vote shall be necessary to such election. The person so appointed or elected shall be a registered voter of the town and shall perform the duties of the office until the next annual meeting or until another is qualified.



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: LANDFILL CLOSURE ENGINEERING SERVICES SUPPORT**

CONTRACT # DPW 2025-08

STATE CONTRACT # (if applicable) _____

This Contract is made this 30th day of September 2025 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Apex Companies, LLC, of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal for Landfill Closure Engineering Services Support, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Consultant,

NOW, THEREFORE, the Town and the Consultant agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.

5. Contract Term: In accordance with the schedule provided by the Department of Public Works, October 1, 2025 to December 31, 2026. The project shall commence and be completed within the contract term dates.

6. Payment for Work: The Town shall pay **\$25,000.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed. Town will pay Consultant on basis of work performed.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for the Landfill Closure Support and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations as well as private industry best practices applicable to addressing issues applicable to Landfill closure support from consulting engineers/engineering firms.

9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Arbitration: Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

- a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Consultant's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Consultant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Consultant shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Consultant's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Consultant thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Consultant by the Town or developed by the Consultant in accordance with this Agreement.

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Apex Companies, LLC, of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts

02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed to the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Consultant)

Medfield Select Board

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Consultant by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of consultant

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that
_____ has paid all
name of consultant

Massachusetts taxes and 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

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation
SEAL

ATTACHMENT

A



September 4, 2025

Kristine Trieweiler, Town Administrator
Town of Medfield
459 Main Street
Medfield, MA 02052

**RE: Medfield Landfill Solar Farm
Letter Proposal for Professional Engineering Services**

Dear Kristine,

Apex Companies, LLC (Apex) is pleased to submit this letter proposal for professional engineering services to assist the Town of Medfield (Client) with the Medfield Landfill Solar Farm project. Apex professionals developed the proposed scope of services based upon our history supporting the Client with landfill compliance monitoring and recent discussions with the Client and their legal counsel regarding the potential solar farm development.

Project Understanding

The Client formerly operated a municipal solid waste landfill on the north side of North Meadows Road. The Client conducted various landfill closure activities in the 1990s and early 2000s including capping portions of the former landfill with a geomembrane liner and other areas with low permeability soils. The landfill closure was subject to the jurisdiction of Massachusetts Department of Environmental Protection (MassDEP); however, the Client, closure Contractor, and MassDEP no longer possess all the landfill closure documentation. Apex has been working with the Client on routine landfill post-closure groundwater, surface water, and soil-gas monitoring since 2003. The Client would like to solicit proposals for the development of a solar farm at the former landfill site to address municipal and state climate action goals related to renewable energy. The Client has requested Apex's support in coordinating with MassDEP on the regulatory pathway as it relates to the landfill, to proceed with the solar farm development project.

Scope of Services

Task 1 – Fiscal Year 2026 Support

Apex proposes providing the Client with on-call support including, but not limited to, the following potential activities:

- Review historical records provided by the Client.
- Participate in meetings and/or conference calls with the Client's project team to discuss the project.
- Participate in meetings and/or conference calls with the Client's project team and representatives of MassDEP.
- Prepare landfill site figures and maps (GIS-based) including environmental monitoring locus maps, groundwater contour maps, and environmental resource maps.
- Request an environmental due diligence database search, including historic aerial photographs (e.g., Environmental Data Resources) for the landfill.
- Summarize analytical data for historical groundwater, surface water, and landfill soil gas monitoring conducted since 2003.

For the purposes of this preliminary project support, Apex has assumed up to one hundred (100) hours of support from our engineering and environmental science staff. Apex has assumed that materials developed as part of this support will be for informational purposes to share with the Client and MassDEP to discuss the regulatory pathway for the potential solar farm development project.

Fee and Payment

Apex proposes to perform the indicated scope of services as previously described on a time and materials basis for the fee of **Twenty-Five Thousand Dollars (\$25,000)**. Apex's current time charge rates are attached. Billing rates shall be subject to adjustment annually every April. All expenses and subconsultants shall be marked up 15%.

Invoices will be issued to the Client on a monthly basis and will be based upon time and materials spent for tasks identified above. The compensation indicated above is based on an estimate of the character and extent of work involved. Unforeseen conditions, which become evident during the course of the work, may alter or increase the effort required. The amount indicated will not be exceeded without written amendment between the Client and Apex.

Project Schedule

Apex is prepared to support the Client upon receipt of a notice to proceed. Apex has assumed the preliminary support will be provided for up to 100 hours. The schedule and support activities will be dependent on MassDEP's requests for information, their responses to information submitted, and the outcomes from discussions.

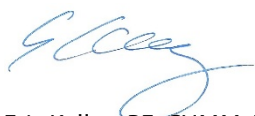
The proposed fee and effort are based upon Apex's best faith effort to fully understand the needs of this proposal. If the scope of the services to be rendered is changed materially or if the period of time required to render services hereunder is extended beyond the completion dates proposed, the amount of compensation provided shall be adjusted appropriately (if required), upon approval of the Client and Apex. If project delays outside of Apex's control cause the completion date to extend substantially, additional compensation may be requested through a written amendment to account for additional coordination time.

Acceptance

We look forward to working with you on this important project. We would be pleased to discuss the scope of services and proposal with you. If you find the proposed scope and fee acceptable, we can coordinate the preparation and execution of an Agreement. Apex is ready to begin work upon receipt of a notice to proceed or signed Agreement. Please feel free to contact us with any questions or concerns.

Sincerely,

Apex Companies, LLC



Eric Kelley, PE, CHMM, LEED GA
Principal and Project Manager
P: 617.657.0282
E: eric.kelley@apexcos.com



Ann Marie Petricca, CPG
Senior Project Manager and Associate
P: 617.657.0299
E: annmarie.turbeville@apexcos.com

Attachment: Apex Standard Billing Rates

CC: Maurice Goulet, Director of Public Works



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: LANDFILL MONITORING AND REPORTING**

CONTRACT # DPW 2025-07

STATE CONTRACT # (if applicable) _____

This Contract is made this 30th day of September 2025 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Apex Companies, LLC, of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal for Landfill Monitoring and Reporting, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Consultant,

NOW, THEREFORE, the Town and the Consultant agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.

5. Contract Term: In accordance with the schedule provided by the Department of Public Works, October 1, 2025 to September 30, 2026. The project shall commence and be completed within the contract term dates.

6. Payment for Work: The Town shall pay **\$40,600.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed. Town will pay Consultant on basis of work performed.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for Landfill Monitoring and Reporting and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations as well as private industry best practices applicable to addressing issues applicable to Landfill monitoring and reporting obligations of consulting engineers/engineering firms.

9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Arbitration: Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

- a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Consultant's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Consultant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Consultant shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Consultant's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Consultant thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Consultant by the Town or developed by the Consultant in accordance with this Agreement.

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Apex Companies, LLC, of 1900 Crown Colony Drive, Suite 402, Quincy, MA 02169 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts

02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed to the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

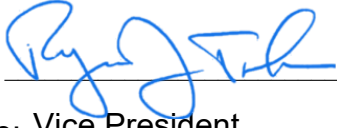
18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Consultant)

Medfield Select Board

By:  _____
Title: Vice President _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Consultant by:

Ryan J. Trahan

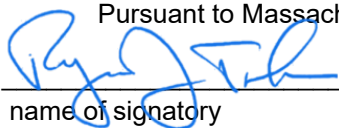
Print Name

Vice President

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A



_____, authorized signatory for
name of signatory

Environmental Partners Group, LLC

_____, whose
name of consultant

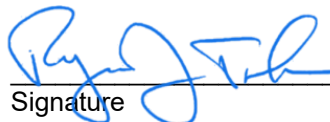
principal place of business is at 1900 Crown Colony Drive, Quincy, MA 02169,

_____ does hereby certify under the pains and penalties of perjury that

Environmental Partners Group, LLC

_____ has paid all
name of consultant

Massachusetts taxes and 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

9/24/2025

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of Environmental Partners Group, LLC a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, Ryan J. Trahan the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on 7/23, 2021.


Clerk of Corporation

SEAL



ATTACHMENT

A



August 5, 2025

Maurice Goulet, Director of Public Works
Town of Medfield
55 North Meadows Road
Medfield, MA 02052

**RE: FY 2026 Post-Closure Medfield Landfill Monitoring and Reporting
Scope of Work for Professional Engineering Services**

Dear Mr. Goulet,

Apex Companies, LLC (Apex) is pleased to submit this proposed scope of services for professional engineering services to assist the Town of Medfield (Client) with the FY 2026 Medfield Landfill Monitoring and Reporting. Apex developed the proposed scope of services based upon requirements of the Massachusetts Solid Waste Management Facility (SWMF) Regulations (310 CMR 19.000), revised 2022. A summary of the scope of work, budget, and schedule is provided below.

Project Understanding

Apex will work with the Client to conduct landfill monitoring and reporting, as required under the Massachusetts SWMF Regulations (310 CMR 19.000). Apex will perform semi-annual landfill groundwater and surface water sampling and quarterly landfill gas monitoring. Following each event, Apex will prepare a summary report for submission to the Massachusetts Department of Environmental Protection (MassDEP).

Scope of Work

Apex proposes the following scope of services to assist the Client with FY 2026 Medfield Landfill Monitoring and Reporting, which are described in detail in the attached scope of services.

Task 1 – Semi-Annual Groundwater and Surface Water Monitoring and Reporting

Task 2 – Quarterly Landfill Gas Monitoring and Reporting

Task 3 – Groundwater and Surface Water Resampling and Reporting

Task 4 – Biennial Landfill Inspection and Reporting

Fee and Payment

Apex proposes to perform the indicated scope of services as previously described for a lump sum fee of **Forty Thousand Six Hundred Dollars (\$40,600)**.

Invoices will be issued to the Client on a monthly basis and will be based upon percentage complete per lump sum task identified above. The compensation indicated above is based on an estimate of the character and extent of work involved. Unforeseen conditions, which become evident during the course of the work, may alter or increase the effort required. The amount will not be exceeded without written amendment between the Client and Apex.

Project Schedule

Groundwater and surface water sampling will be conducted semi-annually, performed in Q3 (Fall) 2025 and Q1 (Spring) 2026. Apex will submit a summary letter report to MassDEP within 60 days of the event.

Landfill gas monitoring will be conducted quarterly (Q3, Q4, Q1, and Q2), beginning in Q3 (Fall) 2025. After each quarterly monitoring event, Apex will submit a summary letter report to MassDEP within 60 days of the event.

The Biennial Landfill Inspection will be conducted in Q1 (Spring) 2026 or Q2 (Summer) 2026. The Inspection Report will be submitted to MassDEP within 30 days of the inspection date.

The proposed fee and effort are based upon Apex's best faith effort to fully understand the needs of this letter agreement. If the scope of the services to be rendered is changed materially or if the period of time required to render services hereunder is extended beyond the completion dates proposed, the amount of compensation provided shall be adjusted appropriately (if required), upon approval of the Client and Apex. If project delays outside of Apex's control cause the completion date to extend substantially, additional compensation may be requested through a written amendment to account for additional coordination time.

Acceptance

We look forward to working with you on this important project. If you find the proposed scope and fee acceptable, we can coordinate the preparation and execution of an Agreement. Apex is ready to begin work upon receipt of a notice to proceed or signed Agreement. Please feel free to contact us with any questions or concerns.

Sincerely,

Apex Companies, LLC



Bill Watts
Senior Project Scientist
P: 617.657.0957
E: bill.watts@apexc.com



Eric Kelley, PE, CHMM, LEED GA
Principal
P: 617-657-0282
E: eric.kelley@apexc.com

Attachment: FY 2026 Medfield Closed Landfill Monitoring and Reporting Scope of Services



FY 2026 Medfield Closed Landfill Monitoring and Reporting Scope of Work

Based on the Massachusetts Department of Environmental Protection (MassDEP) letter dated September 29, 2000 and the most recent groundwater, surface water, and landfill gas results, Apex Companies, LLC (Apex) has prepared the following scope of work to comply with the Solid Waste Management Facility (SWMF) Regulations 310 CMR 19.132 requirements for monitoring at the Medfield Closed Landfill through June 2026.

Task 1 – Semi-Annual Groundwater and Surface Water Monitoring and Reporting

Apex will conduct two rounds of groundwater and surface water sampling, which will be performed in Q3 (Fall) 2025 and Q1 (Spring) 2026. The task includes groundwater sampling at ten groundwater monitoring wells (MW-1, MW-4, MW-5, MW-6, MW-6D, MW-101S, MW-101D, MW-102S, and MW-102D), as well as surface water sampling at two locations (SW-1 and SW-2). One duplicate sample will also be collected.

In accordance with 310 CMR 19.132(2), groundwater and surface water samples will be analyzed for the following:

- | | |
|---|--|
| 1. Indicator parameters: | 2. Inorganics: |
| a. pH (<i>field</i>) | a. Arsenic |
| b. Dissolved Oxygen (DO) (<i>field</i>) | b. Barium |
| c. Temperature (<i>field</i>) | c. Cadmium |
| d. Specific Conductance (<i>field</i>) | d. Chromium |
| e. Alkalinity | e. Copper |
| f. Nitrate Nitrogen | f. Cyanide |
| g. Chloride | g. Lead |
| h. Iron | h. Mercury |
| i. Manganese | i. Selenium |
| j. Sulfate | j. Silver |
| k. Chemical Oxygen Demand (COD) | k. Zinc |
| l. Total Dissolved Solids (TDS) | |
| 3. Volatile Organic Compounds (VOCs) by EPA Method 8260B, including | 4. 1,4-Dioxane by EPA Method 8270 (detection limit of not greater than 0.3 µg/L) |
| a. Acetone | |
| b. Methyl ethyl ketone (MEK) | |

Temperature, specific conductance, pH, and dissolved oxygen will be measured in the field. All other groundwater and surface water samples will be submitted to a Massachusetts state certified laboratory for analysis. Samples for inorganic metals will be filtered prior to laboratory analysis.

Apex will compile the groundwater and surface water field and laboratory analytical results for the Q3 (Fall) 2025 and Q1 (Spring) 2026 sampling events. These results will be compared with applicable regulations and a summary report will be prepared and submitted to MassDEP.

Task 2 – Quarterly Landfill Gas Monitoring and Reporting

In accordance with 310 CMR 19.132(5), Apex will conduct four rounds of landfill gas monitoring. The landfill gas monitoring will be performed quarterly, beginning in Q3 (Fall) 2025. This task includes monitoring of up to 28 locations, including 14 landfill gas probes (SG-101 through SG-111, and SG-103A, SG-103B, and SG-103C). Each location will be monitored for the following parameters:

- Total Volatile Organic Compounds (VOCs) (parts per million (ppm))
- Percent Oxygen
- Hydrogen Sulfide (ppm)
- Percent Methane
- Percent Lower Explosive Limit (LEL) for Methane

If methane gas exists at the gas monitoring wells in concentrations greater than 25% of the LEL at the landfill property boundary, the MassDEP regional office shall be notified within 24 hours of the reading.

The results of the landfill gas data will be compiled in a table and evaluated with respect to applicable regulations, and a summary report will be prepared and submitted to MassDEP. The report will include a summary of the monitoring activities performed and conclusions and recommendations based on the results observed. Individual summary letter reports (total of four) will be prepared and submitted for each monitoring round performed.

Task 3 – Groundwater and Surface Water Resampling and Reporting

MassDEP is requiring that the Town resample groundwater and surface water sample locations if there is an exceedance of the regulatory limits in 310 CMR 19.132(2), as summarized below:

(j) If the concentrations of any of the parameters listed in 310 CMR 19.132(2)(h) exceed the state or federal drinking water standards, Maximum Contaminant Levels (MCLs), Ambient Water Quality Standards for surface water samples established at 314 CMR 4.00: Massachusetts Surface Water Quality Standards, or alternative standards established in a permit; or guidelines or standards established by a permit, order or authorization issued by the Department for contaminants for which no federal or state standard exists, at any sampling point, the owner or operator shall:

1. *Notify the Department within 14 days of the finding; and*
2. *Collect, analyze and submit to the Department another round of samples within 60 days of the prior date of sample collection and determine the concentration of all parameters identified in 310 CMR 19.132(2)(h) that were exceeded unless otherwise specified by the Department.*

Under this task, based on historical sampling, Apex has assumed that resampling of groundwater and surface water will be required after the Q3 (Fall) 2025 and Q1 (Spring) 2026 sampling events, and that five sampling locations will be resampled for laboratory analysis for 1,4-dioxane, and that three sampling locations will be resampled for arsenic.

After the completion of the field resampling, results will be tabulated and analyzed. A letter report will be prepared to summarize the resampling results. This report will be submitted to MassDEP within 60 days following the monitoring event.

Apex has discussed with MassDEP whether the resampling could be eliminated from the monitoring program because resampling data has confirmed the detections of 1,4-dioxane and arsenic, but MassDEP has indicated that at this time they are requiring that the Town comply with the full monitoring requirements of 310 CMR 19.132. If MassDEP relaxes the resampling requirement, then this task will not be performed, and the Town will not be invoiced for this work.

Task 4 – Biennial Landfill Inspection and Reporting

Apex will perform an inspection of the landfill in conjunction with one round landfill gas sampling. The results of this inspection will be summarized in a landfill monitoring report and will include a summary of the observations and recommended corrective actions to be taken. The Landfill Inspection will include review of the following features:

- Vegetative Growth – condition (healthy or distressed), the need for water, the need to mow.
- Erosion of Side Slopes – condition of the landfill surface for cracks or erosion gullies.
- Drainage Swales – condition of the earthen and riprap swales for any repairs needed for runoff drainage control.
- Drainage Basins – for silting/clogging of the basins and the need for clean-out.
- Drainage Structures – condition of catch basins and culverts for proper operation and for any repairs needed for runoff damage control.
- Monitoring Systems – condition of groundwater monitoring wells and soil gas wells/vents for damage.

A draft of the inspection report will be prepared for review and signature by the Client and, with Client authorization and signature, will be submitted to MassDEP.

Assumptions and Exclusions

The Town will make all groundwater monitoring wells and surface water sampling sites accessible. The monitoring wells are assumed to be in good condition for use, and re-development of wells will not be necessary for suitable samples to be collected. Groundwater monitoring well purge water will be disposed directly to the ground. The scope of services includes all materials, equipment, and labor required to complete the environmental monitoring program presented herein. It also includes the preparation of summary letter reports for submittal to MassDEP that will outline the activities performed and the results obtained. Apex will submit an electronic copy of the letter report to MassDEP via the EEA Compliance Reporting System and will provide an electronic copy of each report to the Town.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2025

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 Graham Company, a Marsh & McLennan Agency, LLC company 30 S 15th Street, 20th Floor Philadelphia PA 19102	CONTACT NAME: John Kilgarriff/Brianne Sullivan PHONE (A/C, No, Ext): 215-701-5440 FAX (A/C, No): E-MAIL ADDRESS: MMAEastGrahamKilgarriffUnit@MarshMMA.com
INSURED Environmental Partners Group, LLC 1900 Crown Colony Drive, Ste 402 Quincy, MA 02169	INSURER(S) AFFORDING COVERAGE INSURER A: Starr Surplus Lines Insurance Company INSURER B: Tokio Marine America Insurance Company INSURER C: Zurich-American Insurance Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1581020991**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 checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		1000065707251	7/31/2025	7/31/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" 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 <input checked="" type="checkbox"/> \$10,000 Comp <input checked="" type="checkbox"/> \$10,000 Coll			BAP-6393348-01	7/31/2025	7/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000336571251	7/31/2025	7/31/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC-6393347-01	7/31/2025	7/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			1000065707251	7/31/2025	7/31/2026	Per Claim / Agg \$1M / \$2M
A	Pollution Liability			1000065707251	7/31/2025	7/31/2026	Per Occ / Agg \$1M / \$2M
B	Contractors Equipment			CPP6411631-03	7/31/2025	7/31/2026	Leased/Rented Equip \$325,000

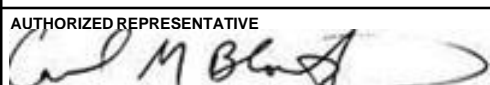
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Property Policy - Tokio Marine America Insurance Company Policy #CPP6411631-03 ; Policy Period 7/31/2025 - 7/31/2026
Excess Policy - Nautilus Insurance Co. Policy #FFX2047705-10; \$10,000,000 per occurrence/Aggregate; Policy Period 7/31/2025 - 7/31/2026
Excess Policy - Ironshore Specialty Ins. Co. Policy #XSCUW0033575200; \$5,000,000 per occurrence/Aggregate; Policy Period 7/31/2025 - 7/31/2026

RE: Project #P25010237 - Landfill Monitoring and Reporting

Town of Medfield is additional insured on the above General Liability Policy if required by written contract

CERTIFICATE HOLDER**CANCELLATION**

Town of Medfield Medfield Town House 459 Main Street Medfield MA 02052	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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.



TOWN OF MEDFIELD

Office of

DIRECTOR OF PUBLIC WORKS

MEDFIELD, MASSACHUSETTS

MAURICE GOULET

Director

TO: Medfield Select Board
FROM: Maurice Goulet, Director of Public Works

DATE: September 24, 2025

RE: Joint Purchase of Salt 2025-2026 Bid Results

It is hereby recommended that the following bids be awarded to the following responsive and responsible vendors in accordance with the Town of Medfield bid specifications:

- Rock Salt Primary Bidder: Eastern Minerals, Inc.
 Secondary Bidder: Morton Salt Co., Inc.
- Solar Salt Primary Bidder: Eastern Minerals, Inc.
 Secondary Bidder: No Bidder
- Treated Salt Primary Bidder: Eastern Minerals, Inc.
 Secondary Bidder: Morton Salt Co., Inc.

BID RESULTS: (\$ price per ton)

	<u>Rock Salt</u>	<u>Solar Salt</u>	<u>Treated Salt</u>
Eastern Minerals, Inc.	\$63.00	\$83.00	\$83.00
(picked up price)	\$63.00	\$83.00	\$83.00
Morton Salt Co., Inc.	\$76.16	No Bid	\$94.16
(picked up price)	\$76.00	No Bid	\$94.00
Cargill, Inc.	No Bid	No Bid	No Bid



2025-2026 JOINT SALT BID OPENING
WEDNESDAY SEPTEMBER 24, 2025
MEDFIELD PUBLIC WORKS GARAGE

	BID	DELIVERED PRICE			PICKED UP PRICE		
COMPANY NAME	BOND	ROCK SALT	SOLAR SALT	TREATED SALT	ROCK SALT	SOLAR SALT	TREATED SALT
CARGILL, INC.	—	\$ NO BID	\$NO BID	\$NO BID	\$NO BID	\$NO BID	\$NO BID
MORTON SALT, INC.	YES	\$76.16	\$ NO BID	\$94.16	\$76.00	\$NO BID	\$94.00
EASTERN MINERALS, INC.	YES	\$63.00	\$83.00	\$83.00	\$63.00	\$83.00	\$83.00
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$



TOWN OF MEDFIELD, MASSACHUSETTS

AGREEMENT

CONTRACT # DPW 2025-10

STATE CONTRACT # (if applicable) _____

This Contract is made this 30th day of September 2025 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Town House Building, 459 Main Street in said Medfield, MA 02052 hereinafter referred to as the "Town" and Eastern Minerals, Inc., having a usual place of business at 134 Middle Street, Suite 210, Lowell MA 01852, hereinafter referred to as the "Contractor".

WITNESSED:

Whereas, the Contractor submitted a Proposal to the Town to deliver road salt for winter operations, hereinafter referred to as the "Program" and the Town has decided to award the contract, therefore to the Contractor.

NOW, THEREFORE, THE Town and the Contractor agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the Contractor's Quotation for Scope of Work and Compensation only (Attachment A) as a **primary supplier**. The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.
2. Scope of Services: The Contractor shall furnish road salt related to the Program in accordance with the Scope of Services provided in Attachment A, as well as, all services necessary or incidental thereto.
3. Performance of Work: The Contractor shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.
4. Warranties: The Contractor warrants that all goods are in strict conformity with the Contract Documents. The Contractor shall replace, repair, or make good, without cost to the Town, any defects or faults arising within one (1) year after date of Town's acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
5. Delivery: The Contractor shall deliver the Road Salt FOB to the Medfield Department of Public Works, 55 North Meadows Road, Medfield, MA 02052 or to another location within the Town of Medfield, as Town may direct in writing.

6. Contract Term: The Contract Term is as follows: October 1, 2025 through September 30, 2026 subject to annual appropriation and pricing from the Contractor.
7. Payment for Work: The Town shall pay \$63.00 per ton delivered or picked up for the Program in accordance with the pricing in Attachment A. The Contractor to Town shall submit invoices for payment for the Program according to terms set forth by the Town. The Town shall make payments within thirty (30) days after its receipt of the invoice.
8. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Contractor for services actually rendered. The Contractor shall indemnify and hold harmless the Town, its officers, boards, agents and employees to the maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense resulting from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Contractor or from any claim for injury to person or property, which be made as a result of any act, omission or default on the part of the Contractor, or any of its agents or employees and will pay promptly on demand all costs and expenses of the investigation thereof, including attorney's fees and expenses. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Contractor a sufficient amount to protect the Town against such claims, costs and expenses.
9. Contractor's Standard of Care: In providing services under this Agreement, the Contractor will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the road salt industry currently practicing under similar circumstances. Upon notice to the Contractor and by mutual agreement between the parties, the Contractor will, without additional compensation, correct those services not meeting such a standard.
10. Contractor's Personnel: The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.
11. Insurance: The Contractor shall provide the following insurance policies. The Town will require a Certificate of Insurance, indicating evidence of General Liability, Automobile Liability with minimum limits of \$2,000,000.00 and Worker's Compensation (per Statute). The Town will require the Certificate of Insurance to include naming the Town of Medfield as an additional insured.
12. Independent Contractor: The Contractor is an independent contractor and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Contractor or the employees of the Contractor. The Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.
13. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Contractor shall assign or transfer any interest in the Agreement without the written consent of the other.
14. Inspection and Reports: The Town shall have the right to inspect the records of the Contractor relative to the services provided to the Town pursuant to this Agreement. Upon request the Contractor shall furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.
15. Termination:

- a. For Cause – The Town shall have the right to terminate this Agreement if (i) the Contractor neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Contractor within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Contractor approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Contractor's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience – The Town may terminate this Agreement at any time for any reason upon submitting to the Contractor thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Contractor shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Contractor shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
 - c. Return of Property – Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to the Contractor by the Town or developed by the Contractor in accordance with this Agreement.
16. Notice: Any and all notices, or other communications required or permitted under this Contract, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, be registered or certified mail or by other reputable delivery service, to the parties at the address set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service.
 17. Severability: If any term of this Contractor application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
 18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Contractor or any other party claiming rights under this Agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.
 19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Contractor)

Select Board

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that
_____ has paid all
name of contractor

Massachusetts taxes and 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

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

- VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.
- VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

ATTACHMENT

A



TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2025-2026
BID FORM

To the Board of Selectmen and Public Works Department of the Towns of Avon, Braintree, Bridgewater, Canton, Dighton, East Bridgewater, Foxborough, Franklin, Hanson, Hingham, Holbrook, Mansfield, Medfield, Medway, Millis, Milton, Norfolk, North Attleboro, Norton, Norwood, Plainville, Randolph, Sharon, Stoughton, Taunton, Walpole, Weymouth and Wrentham:

The undersigned, as bidder, declares that he/she has carefully examined the specifications and ascertained all facts relative thereto and agrees if this proposal is accepted that he/she will deliver Sodium Chloride to each of the listed towns in accordance with the terms and specifications provided herein and that he/she will take in full payment therefore the following unit price:

DELIVERY TO TOWNS

ROCK SALT (DELIVERED)

UNIT PRICE (written) Sixty-Three and 00/100 Dollars per ton

UNIT PRICE (figures) \$63.00 per ton

TEL # 617-884-0027

SOLAR SALT (DELIVERED)

UNIT PRICE (written) Eighty-Three and 00/100 Dollars per ton

UNIT PRICE (figures) \$83.00 per ton

TEL # 617-884-0027

**MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED
PERFORMANCE ENHANCER (DELIVERED)**

UNIT PRICE (written) Eighty-Three and 00/100 Dollars per ton

UNIT PRICE (figures) \$83.00 per ton

TEL # 617-884-0027

PICKED UP BY TOWNS

ROCK SALT (PICKED UP)

UNIT PRICE (written) Sixty-Three and 00/100 Dollars per ton

UNIT PRICE (figures) \$63.00 per ton

PICKUP POINT Chelsea / Quincy TEL # 617-884-0027

SOLAR SALT (PICKED UP)

UNIT PRICE (written) Eighty-Three and 00/100 Dollars per ton

UNIT PRICE (figures) \$83.00 per ton

PICKUP POINT Chelsea TEL # 617-884-0027

**MAGNESIUM CHLORIDE TREATED SALT with an ORGANIC BASED
PERFORMANCE ENHANCER (PICKED UP)**

UNIT PRICE (written) Eighty-Three and 00/100 Dollars per ton

UNIT PRICE (figures) \$83.00 per ton

PICKUP POINT Quincy TEL # 617-884-0027



TOWN OF MEDFIELD
BID: JOINT PURCHASE OF SALT 2025-2026
BID FORM

SIGNATURE & TITLE Donna G. Capillo
Donna G. Capillo, Assistant Corporate Secretary

COMPANY Eastern Minerals Inc

ADDRESS 134 Middle Street, Ste 210, Lowell MA 01852

EMAIL info@easternminerals.com

LOCAL REP. Jason Archambault

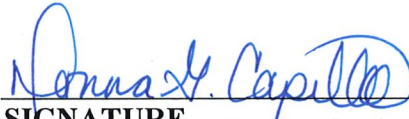
DATED September 18, 2025

STATEMENT OF BIDDER (1)

In accordance with the provisions of Chapter 701 of the Massachusetts Acts of 1983, the following statement is attached as part of the bid submitted.

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other persons. As used in this section, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

DATE 9/18/2025



SIGNATURE Donna G. Capillo

Assistant Corporate Secretary

TITLE

Eastern Minerals Inc.

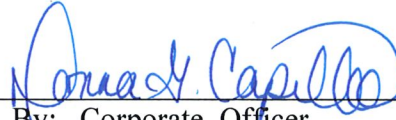
COMPANY

STATEMENT OF BIDDER (2)

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required by law.

Eastern Minerals Inc.

*Signature of Individual or
Corporate Name (Mandatory)



By: Corporate Officer
(Mandatory, if applicable)

Donna G. Capilló, Assistant Corporate Secretary

04-2216467

**Social Security # (Voluntary)
or Federal Identification #

* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of Mass. G. L. 62C s. 49A.

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Eastern Minerals, Inc.

134 Middle Street, Suite 210, Lowell, MA 01852

_____ as Principal, hereinafter called the Principal,

and the The Ohio Casualty Insurance Company,

of 175 Berkeley Street, Boston, MA 02117, a corporation duly organized under

the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held and firmly bound unto

Town of Medfield, 459 Main Street, Medfield, MA 02052

_____ as Obligee, hereinafter called the Obligee,

in the sum of Five Percent (5%) of Attached Bid Amount-----

Dollars (\$ 5% of Bid Amount) , for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Provide Road Salt for the 2025-2026 Winter Season

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of September, 2025.

Karen Girard
KAREN GIRARD Witness

C. W. B.
Witness

Eastern Minerals, Inc. (Seal)
Principal
{ Donna G. Capillo
Donna G. Capillo, Asst. Corp. Secretary Title

The Ohio Casualty Insurance Company
By Ellen J. Young Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8212855 - 969079

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christina D. Hickey, Donna M. Robie, Ellen J. Young, Frank J. Smith, Tara L. Clifford

all of the city of Northborough state of MA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 17th day of December, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 17th day of December, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of September, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



TOWN OF MEDFIELD, MASSACHUSETTS

**AGREEMENT FOR FACILITATION CONSULTING SERVICES,
RE: UV SYSTEM DESIGN INSTALLATION AND BIDDING SERVICES**

CONTRACT # DPW 2025-09

STATE CONTRACT # (if applicable) _____

This Contract is made this 30th day of September 2025 by and between the Town of Medfield, a Municipal Corporation, duly organized under the laws of the Commonwealth of Massachusetts and having a usual place of business at the Medfield Town House, 459 Main Street in said Medfield, MA 02052 (hereinafter referred to as the "Town") and Weston & Sampson Engineers Inc., 55 Walkers Brook Drive, Suite 100, Reading, MA 01867 (hereinafter referred to as the "Consultant").

WITNESSED:

Whereas, the Town requested a proposal for UV System Installation Design and Bidding Services, for the Department of Public Works hereinafter referred to as "Program"; and

Whereas, the Consultant submitted a Proposal to perform the Engineering Services for the work required for the Program (see Attachment A), and the Town has decided to award the contract therefore to the Consultant,

NOW, THEREFORE, the Town and the Consultant agree as follows:

1. Contract Documents: The Contract Documents consist of this Agreement together with the proposal for Scope of Work and Compensation only, (Attachment A). The Contract Documents constitute the entire Agreement between the parties concerning the services and all are as fully a part of this Agreement as if attached hereto. In the event of conflicting provisions, the language of this Agreement shall govern provided that if the conflict relates to quantity or quality of goods or services, the greater quantity or higher quality specified shall be required.

2. Scope of Services: The Consultant shall furnish services related to the Program in accordance with the Scope of Services provided in the work plan (Attachment A), as well as, all services necessary or incidental there to.

3. Performance of Work: The Consultant shall furnish all equipment, staffing, and materials to accomplish the Program in strict conformity with all applicable Federal, State, and local laws, each of which is incorporated by reference and shall be responsible for obtaining all necessary approvals/permits as required for the performance of the Program.

4. Receivable: The Consultant shall deliver according to the proposal identified in Attachment A.

5. Contract Term: In accordance with the schedule provided by the Department of Public Works, October 1, 2025 to June 30, 2026. The project shall commence and be completed within the contract term dates.

6. Payment for Work: The Town shall pay **\$67,000.00** for the Program in accordance with the pricing in Attachment A. The Consultant to Town shall submit monthly invoices for payment of the Program. The Town shall make payments within thirty (30) days after its receipt of the invoice. All additional service will require a contract amendment signed by the Board of Selectmen completed in advance of the authorization to proceed. Town will pay Consultant on basis of work performed.

7. Indemnification of the Town: The Town's liability hereunder shall be limited to the amounts due the Consultant for services actually rendered. The Consultant shall defend, indemnify and hold harmless the Town, its officers, boards, agents and employees, to maximum extent permitted by law, from any liability loss, damage, cost, charge, or expense, but only to the extent, they result from any employees or third party contractor or supplier's claim for payment for wages, labor, materials, goods or services rendered to Consultant or from any claim for injury to person or property, which area result of any negligent act or omission on the part of the Consultant, or any of its agents or employees. If any such claim is made, the Town may retain out of any payments, then or thereafter due to the Consultant a sufficient amount to protect the Town against such claims, costs and expenses. Neither party shall be responsible or liable to the other for special, indirect or consequential damages.

8. Consultant's Standard of Care: The Consultant shall provide Engineering Services for the UV System Installation Design and Bidding and obligations hereunder in conformity with the standard of professional skill and care applicable to other professionals performing similar services in the same geographic area at the time services are rendered. Consultant represents that it is knowledgeable about Federal and State statutes and regulations as well as private industry best practices applicable to addressing issues applicable to UV System Installation Design obligations of consulting engineers/engineering firms.

9. Consultant's Personnel: Standard provision, if no third party(ies) identified: The Consultant shall utilize only its employees and shall not utilize any third party(ies) without prior written approval of Town.

10. Liability Insurance Requirements: The Consultant shall at its own expense obtain and maintain a Professional Liability Policy covering negligent error, omissions and acts of the Consultant. The Town will require a Certificate of Insurance, indicating evidence of Professional Liability, General Liability, Automobile Liability with minimum limits of \$2,000,000.00, and of any person or business entity for whose performance the Consultant is legally liable, arising out of the performance of this Agreement. The insurance shall be in force from the date of this Agreement until the expiration of the applicable period of limitations. The Consultant shall notify the Town should coverage become unavailable during that period. The Consultant shall obtain and provide a certificate of insurance for each consultant employed or engaged by Consultant, evidencing the existence of the same type of policy and coverage. The Consultant shall also maintain liability insurance for all vehicles and equipment, which it owns or operates in connection with the project. The Consultant shall also obtain and maintain in force worker compensation, as required by law.

Certificates evidencing that the required insurance coverage is in effect shall be submitted by the Consultant to Town prior to the signing of this Agreement. Any cancellation of insurance whether by the insurers or by the insured shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and to Town at least thirty (30) days prior to the intended effective date thereof, which date shall be stated in such notice.

11. Independent Consultant: The Consultant is an independent consultant and is not an agent or employee of the Town and is not authorized to act on behalf of the Town. The Town will not withhold Federal, State or payroll taxes of any kind, on behalf of the Consultant or the employees of the Consultant. The Consultant is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of the Town.

12. Successors and Assigns: This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Consultant shall assign or transfer any interest in the Agreement without the written consent of the other.

13. Inspection and Reports: The Town shall have the right at any time to inspect the records of the Consultant relative to the services provided to the Town pursuant to this Agreement. This shall include the right to enter upon any property owned or occupied by the Consultant, whether situated within or beyond the limits of the Town. Upon request the Consultant shall immediately furnish to the Town any and all written reports relative to such services arising out of its operations under this Contract during and/or after the termination of the contract.

14. Arbitration: Mutually Agreed-Upon-Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof may be subject to and decided by arbitration only if the parties mutually agree in writing to do so.

15. Termination:

- a. For Cause - The Town shall have the right to terminate this Agreement if (i) the Consultant's neglects or fails to perform or observe any of its obligations hereunder and a cure is not effected by the Consultant within seven (7) days next following its receipt of a termination notice issued by the Town, (ii) if an order is entered against the Consultant approving a petition for an arrangement, liquidation, dissolution or similar relief relating to bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (iii) immediately if the Consultant shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief for debtors or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of any of the Consultant's property.

The Town shall pay all reasonable and supportable costs incurred prior to termination, which payment shall not exceed the value of services provided.

- b. For Convenience - The Town may terminate this Agreement at any time for any reason upon submitting to the Consultant thirty (30) days prior a written notice of its intention to terminate. Upon receipt of such notice, the Consultant shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the Town's termination notice. The Consultant shall promptly notify the Town of costs incurred to date of termination and the Town shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
- c. Return of Property - Upon termination, the Contractor shall immediately return to the Town, without limitation, all documents and items of any nature whatever, supplied to Consultant by the Town or developed by the Consultant in accordance with this Agreement.

16. Notice: Any notice required to be given to Consultant under the terms of this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to: Weston & Sampson Engineers Inc., 55 Walkers Brook Drive, Suite 100, Reading, MA 01867 or such other address as Consultant from time to time may have designated by written notice to the Town and shall be deemed to have been given when mailed by the Town. Any notice required to be given to the Town by the Consultant under the terms of the Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return-receipt requested to: Department of Public Works, 55 North Meadow Road, Medfield, Massachusetts

02052 or such other address as the Town from time to time may have designated by written notice to the Consultant and shall be deemed to have been given when mailed to the Town together with simultaneous copy to Mark G. Cerel, Town Counsel, at Medfield Professional Building, Post Office Box 9, Medfield, MA 02052.

17. Severability: If any term of this Contract or application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, legality, and enforceability of the remaining terms and conditions of the Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

18. Governing Law: The performance of this Contract shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. Claims and Disputes and Resolution Procedure. Claims, disputes, or other matters in question with the Town and Consultant or any other party claiming rights under this agreement relating to or arising from the Project, the Work, or interpretation of any terms of the Contract or Contract Documents shall be resolved only by a civil action commenced in the Commonwealth of Massachusetts in either the Superior Court Department, Norfolk County, or the District Court Department, Dedham Division, of Massachusetts Trial Court; in the alternative, private arbitration or mediation may be employed if the parties mutually agree in writing to do so.

19. Entire Agreement: This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements; negotiations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

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

(Consultant)

Medfield Select Board

By: _____

Title: _____

Approved as to Form: _____

Town of Medfield, MA

Mark G. Cerel, Town Attorney

Kristine Trierweiler, Town Administrator

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained 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.

The Consultant by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of consultant

principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury that
_____ has paid all
name of consultant

Massachusetts taxes and 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

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders

Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation
SEAL

ATTACHMENT

A

September 23, 2025

Mr. Maurice Goulet
Director of Public Works
Town of Medfield, MA
55 North Meadows Road
Medfield, MA 02052

Re: **UV System Installation Design Engineering Services Proposal**

Dear Mr. Goulet:

Weston & Sampson Engineers Inc. (herein referred to as the ENGINEER) is pleased to provide this proposal for engineering design services to provide a complete bid package of plans and specifications for the installation of the Ultraviolet (UV) Disinfection system previously purchased by the Town of Medfield (herein referred to as the OWNER).

Our team has previously completed an evaluation of the existing tankage and channels adjacent to the existing UV system, which is the desired location for this new system to be installed. It was determined that the tank and channels are in adequate existing condition to be repaired and modified for use with the proposed UV system. A conceptual drawing and summary memorandum was previously provided to the Town. This proposal includes the engineering efforts necessary to progress this concept into a final design package, complete with drawings and specifications. The scope of services is outlined in the following section.

Scope of Engineering Services

The scope of engineering services proposed for the design and bidding phases includes the following:

PHASE A – DESIGN

- Preliminary data collection and site visits
 - One (1) in-person site visit for the electrical engineer(s) to gather information regarding the existing electrical systems and their rated capacities in order to connect the new system.
 - One (1) in-person site visit for the process and/or structural engineer(s) to gather information regarding specific measurements and wall conditions to provide the proposed improvements to the structure.
- 50% Design
 - Create preliminary drawings for process mechanical, structural, and electrical improvements necessary.
 - Compile a list of technical specification sections required for the project scope.
- 100% Design
 - Advance the design drawings to a 100% bid package, including plan views, section views, and details required for the process mechanical, structural, and electrical aspects.
 - Compile technical specifications and front-end bidding documents for a public bid under Massachusetts Chapter 30.
 - Deliver a review set of plans and specifications to the Owner for a final review.
 - Conduct an internal review of the final plans and specifications. Revise as necessary.

PHASE B – BIDDING

- Provide an advertisement for the project to the Central Registry
- Attend a pre-bid meeting and provide meeting minutes
- Respond to questions during the bidding process
- Prepare and provide up to two (2) addenda for the project
- Attend the bid opening at the Town Hall
- Review the submitted bid packages from qualified contractors
- Prepare an award recommendation letter to the Town recommending a contractor to award the project.

Our assumptions for providing engineering services are as follows:

- The operators intend to use one UV system at a time and will not be able to run both channels at once.
- The electrical power for the new UV system will be sourced from the existing UV system, installing a manual transfer switch to select which system is active.
- Existing UV panel has sufficient capacity and space to feed the new UV system
- All UV system wiring requirements will be provided to us by the Owner or manufacturer of the UV system
- Electrical and instrumentation conduits and wiring from the UV tankage to the existing building will not be included in the scope of this design.
- The OWNER will post the advertisement for this project bid to COMMBUYS and on their website.
- This proposal does not include construction administration or engineering services during construction. A contract amendment can be provided if this is desired.

Fee for Engineering Services

The engineering services described in this proposal will be completed for a lump sum fee of \$67,000. Fees for this project shall be billed monthly as they accrue based upon the services performed as a percent of the total lump sum fee. The OWNER agrees to make payment to the ENGINEER within thirty (30) days of the invoice date.

Schedule

The ENGINEER will initiate work under this agreement following a formal acceptance and signature of this agreement by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work within 14 days of receipt of a signed agreement and concluding Phase A within 120 consecutive days.

To execute this proposal, an authorized person from the OWNER shall sign both this proposal and the attached General Terms and Conditions.

Please do not hesitate to reach out with any questions you may have.

Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



Kent M. Nichols, PE
Vice President

Accepted By:

Name: _____

Title: _____

Signature: _____

Date: _____

TOWN OF MEDFIELD, MASSACHUSETTS

Enclosures:
General Terms and Conditions

WESTON & SAMPSON GENERAL TERMS AND CONDITIONS

1. It is understood that the Proposal attached hereto and dated September 23, 2025 is valid for a period of ninety (90) days. Upon the expiration of that period of time or the delay or suspension of the services, WESTON & SAMPSON reserves the right to review the proposed basis of payment and fees, to allow for changing costs as well as to adjust the period of performance to conform to work loads. References herein to WESTON & SAMPSON are understood to refer to WESTON & SAMPSON ENGINEERS, INC.
2. Invoices will be submitted periodically (customarily on a monthly basis), and terms are net cash, due and payable upon receipt of invoice. Credit card payments by the OWNER shall not be allowed by WESTON & SAMPSON. If the OWNER fails to make any payment due to WESTON & SAMPSON for services and expenses within thirty (30) days after receipt of WESTON & SAMPSON'S statement therefor, WESTON & SAMPSON may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement. Unless payment is received by WESTON & SAMPSON within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WESTON & SAMPSON shall have no responsibility to the OWNER for delay or damage caused the OWNER because of such suspension of services.
3. WESTON & SAMPSON will serve as the professional representative of the OWNER as defined by the Proposal or under any Agreement and will provide advice, consultation and services to the OWNER in accordance with generally accepted professional practice consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Therefore, estimates of cost, approvals, recommendations, opinions, and decisions by WESTON & SAMPSON are made on the basis of WESTON & SAMPSON'S experience, qualifications and professional judgment. Accordingly, WESTON & SAMPSON does not warrant or represent that bids or negotiated prices will not vary from the OWNER'S budget for the project, or from any estimate of the Cost of the Work evaluation prepared or agreed to by WESTON & SAMPSON. WESTON & SAMPSON makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement. Notwithstanding any other provision of these General Terms and Conditions, unless otherwise subject to a greater limitation, and to the fullest extent permitted by law, the total liability in the aggregate, of WESTON & SAMPSON and their officers, directors, employees, agents, and independent professional associates, and any of them, to OWNER and any one claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to WESTON & SAMPSON's services, the project, or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of WESTON & SAMPSON or WESTON & SAMPSON's officers, directors, employees, agents or independent professional associates, or any of them, and any causes arising from or related to the COVID-19 pandemic, shall not exceed the greater of \$50,000 or the total compensation received by WESTON & SAMPSON hereunder and OWNER hereby releases WESTON & SAMPSON from any liability above such amount. WESTON & SAMPSON shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.
4. Where the Services include subsurface exploration, the OWNER acknowledges that the use of exploration equipment may alter or damage the terrain, vegetation, structures, improvements, or the other property at the Site and accepts the risk. Provided WESTON & SAMPSON uses reasonable care, WESTON & SAMPSON shall not be liable for such alteration or damage or for damage to or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to WESTON & SAMPSON'S attention in writing before exploration begins.
5. WESTON & SAMPSON and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous waste or viruses, including COVID-19, in any form at the project site. Accordingly, the OWNER agrees to assert no claims against WESTON & SAMPSON, its principals, agents, employees and consultants, if such claim is based, in whole or in part, upon the negligence, breach of contract, breach of warranty, indemnity or

- other alleged obligation of WESTON & SAMPSON or its consultants, and arises out of or in connection with the detection, assessment, abatement, identification or remediation of hazardous materials, pollutants or asbestos at, in, under or in the vicinity of the project site identified in the Proposal. OWNER shall defend, indemnify and hold harmless WESTON & SAMPSON, its principals, agents, employees, and consultants and each of them, harmless from and against any and all costs, liability, claims, demands, damages or expenses, including reasonable attorneys' fees, with respect to any such claim or claims described in the preceding sentence, whether asserted by OWNER or any other person or entity. WESTON & SAMPSON shall not be liable for any damages or injuries of any nature whatsoever, due to any delay or suspension in the performance of its services caused by or arising out of the discovery of hazardous substances or pollutants at the project site or exposure of any parties to the COVID-19 virus.
6. WESTON & SAMPSON agrees to purchase at its own expense, Worker's Compensation insurance, Comprehensive General Liability insurance, and Engineer's Professional Liability insurance and will, upon request, furnish insurance certificates to OWNER reflecting WESTON & SAMPSON's standard coverage. WESTON & SAMPSON agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available, from carriers acceptable to WESTON & SAMPSON) provided OWNER reimburses the premiums for additional insurance.
7. As a part of this Agreement, OWNER without cost to WESTON & SAMPSON agrees to do the following in a timely manner so as not to delay the services of WESTON & SAMPSON:
- a. Designate in writing a person to act as OWNER'S representative with respect to work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by the Agreement.
 - b. Through its officials and other employees who have knowledge of pertinent conditions, confer with WESTON & SAMPSON regarding both general and special considerations relating to the Project.
- c. Assist WESTON & SAMPSON by placing at the disposal of WESTON & SAMPSON, all available information pertinent to the Project including previous reports and other data relative to design or construction of Project.
 - d. Furnish or cause to be furnished to WESTON & SAMPSON all documents and information known to OWNER that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, OWNER will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by WESTON & SAMPSON for proper performance of its services.
 - e. WESTON & SAMPSON shall be entitled to rely, without liability, on the accuracy and completeness of information and documents provided by the OWNER, OWNER'S CONSULTANTS and CONTRACTORS and information from public records, without the need for independent verification.
 - f. Pay for all application and permit fees associated with approvals and permits for all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 - g. Arrange for and make all provisions for WESTON & SAMPSON and its agents to enter upon public and private lands as required for WESTON & SAMPSON to perform its work under this Agreement.
 - h. Furnish WESTON & SAMPSON with all necessary topographic, property, boundary and right-of-way maps.
 - i. Cooperate with and assist WESTON & SAMPSON in all additional work that is mutually agreed upon.
 - j. Pay WESTON & SAMPSON for work performed in accordance with terms specified herein.
8. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance

with the terms hereof through no fault of the terminating party. If the Project is suspended or abandoned in whole or in part for more than three (3) months, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written notice from OWNER of such suspension or abandonment, together with the other direct costs then due. If the Project is resumed after being suspended for more than three (3) months, WESTON & SAMPSON'S compensation shall be equitably adjusted. In the event of termination by either party, WESTON & SAMPSON shall be compensated for all services performed prior to receipt of written termination, together with other direct costs then due, including WESTON & SAMPSON's independent consultants, and for the services necessary to affect termination.

9. The OWNER and WESTON & SAMPSON waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the project. The OWNER and WESTON & SAMPSON shall each require similar waivers from their contractors, consultants and agents.

10. All Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data, and all other documents and information produced in connection with the project as instruments of service, regardless of form, shall be confidential and the property of WESTON & SAMPSON, and shall remain the sole and exclusive property of WESTON & SAMPSON whether the project for which they are made is executed or not. The OWNER shall not have or acquire any title to or ownership rights in any of the documents or information prepared by WESTON & SAMPSON. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Projects. Any reuse without written verification or adaptation by WESTON & SAMPSON for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to WESTON & SAMPSON or to WESTON & SAMPSON's independent consultants, and OWNER shall indemnify and hold harmless WESTON & SAMPSON and WESTON & SAMPSON's

independent consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle WESTON & SAMPSON to further compensation at rates to be agreed upon by OWNER and WESTON & SAMPSON.

11. The substantive laws of the Commonwealth of Massachusetts shall govern any disputes between WESTON & SAMPSON and the OWNER arising out of the interpretation and performance of this Agreement.

12. WESTON & SAMPSON and the OWNER agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings. The parties may engage in remote mediation if in-person mediation is not possible or practicable due to the COVID-19 pandemic, or if mutually agreed upon between the parties.

13. WESTON & SAMPSON shall not be required to sign any documents, no matter by who requested, that would result in WESTON & SAMPSON having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

14. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the OWNER or WESTON & SAMPSON. WESTON & SAMPSON'S services hereunder are being performed solely for the benefit of the OWNER, and no other entity shall have any claim against WESTON & SAMPSON because of this Agreement or WESTON & SAMPSON'S performance of services hereunder.

15. Notwithstanding anything to the contrary contained herein, OWNER and ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

16. To the extent they are inconsistent or contradictory, express terms of this Proposal take precedence over these General Terms and Condition. It is understood and agreed that the services or work performed under this Proposal or any Agreement are not subject to any provision of any Uniform Commercial Code. Any terms and conditions set forth in

OWNER'S purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by WESTON & SAMPSON. WESTON & SAMPSON'S acknowledgement of receipt of any purchase order, requisition, notice or authorization, or WESTON & SAMPSON'S performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

17. If any provision of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

18. The parties to this contract recognize their obligations under the Massachusetts Data Security Law and Regulations, G. L. c. 93H and 93I and 201 CMR 17.00, to safeguard "personal information" as defined below. Both parties hereby represent that they have adopted the required Written Information Security Program, have taken the other steps required to safeguard personal information and are in full compliance with the law. The parties agree that in furtherance of their legal obligations, they will not transmit, communicate or otherwise provide to each other any personal information, unless it is necessary to comply with their obligations under this Agreement. The parties also agree that when it is not necessary for them to transmit, communicate or otherwise provide to each other any personal information as part of their obligations hereunder, they will take active steps to prevent such transmission, communication, or transfer. For purposes of this Agreement, "personal information" means a Massachusetts residents first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (a) Social Security number; (b) driver's license number or state-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a resident's financial account.

19. If delays or failures of performance of WESTON & SAMPSON are caused by occurrences beyond the reasonable control of WESTON & SAMPSON, WESTON & SAMPSON shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; OWNER's failure to provide data in OWNER's possession or provide necessary comments in connection with any required reports prepared by WESTON & SAMPSON, or any other causes which are beyond the reasonable control of WESTON & SAMPSON. WESTON & SAMPSON's scheduled completion date shall be adjusted to account for any force majeure delay and WESTON & SAMPSON shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

20. Interpretation of Construction Documents. The parties agree that should WESTON & SAMPSON's services not include construction phase services, the OWNER shall be solely responsible for interpreting any construction contract documents and for observing any associated construction work in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar tasks at a similar site and under similar circumstances and conditions, including with respect to discovery and correcting or mitigating errors, inconsistencies, or omissions in such contract documents. If, under the foregoing circumstances, the OWNER authorizes deviations from the documents prepared by WESTON & SAMPSON, the OWNER shall not bring any claim against WESTON & SAMPSON and shall indemnify and hold WESTON & SAMPSON, its agents, and employees from and against claims, losses, damages, and expenses, including defense costs and the time of WESTON & SAMPSON, to the extent such claim, loss, damage, or expense arises out of or results in whole or in part from such deviations.

Approved by:

OWNER Name

Signature Date

Printed Name and Title

P:\MA\Medfield\25-0867-Medfield WWTF UV Evaluation\01-
ProjectManagement\02-EngineeringContract\Design
Proposal\GTCs.docx

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/20/2025



William DeKing
TOWN OF MEDFIELD
459 MAIN STREET
MEDFIELD, MA 02052

EMW-2024-FP-01025

Dear William DeKing,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Fire Prevention & Safety (FP) Grant funding opportunity has been approved in the amount of \$7,114.28 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$355.72 for a total approved budget of \$7,470.00. Please see the FY 2024 FP&S Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- FY 2024 FP&S Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in cursive script, appearing to read "Stacey Street", written in dark ink.

Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Fire Prevention & Safety

Recipient: TOWN OF MEDFIELD

UEI-EFT: YQJCVWD5GRJ6

Award number: EMW-2024-FP-01025

Summary description of award

The purpose of the Fire Prevention and Safety Grant Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the Fire Prevention and Safety Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Fire Prevention and Safety (FP&S) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	First Year	Total
Personnel	\$0.00	\$0.00
Fringe benefits	\$0.00	\$0.00
Travel	\$0.00	\$0.00
Equipment	\$7,470.00	\$7,470.00
Supplies	\$0.00	\$0.00
Contractual	\$0.00	\$0.00
Construction	\$0.00	\$0.00
Other	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00
Federal	\$7,114.28	\$7,114.28
Non-federal	\$355.72	\$355.72
Total	\$7,470.00	\$7,470.00
Program Income		\$0.00

Approved scope of work

Approved request details:

Community Risk Reduction

Project: General Prevention/Awareness

Other (Explain)

KNOX HomeBox

DESCRIPTION

Knox HomeBoxes are high-security, weather-resistant key lock boxes designed to store a key to a residence, allowing authorized emergency responders (like firefighters and EMS) to gain immediate, non-destructive entry during an emergency.

YEAR	QUANTITY	UNIT PRICE	TOTAL
1	30	\$249.00	\$7,470.00
2	0	\$0.00	\$0.00

BUDGET CLASS

Equipment

Agreement Articles

Program: Fiscal Year 2024 Fire Prevention & Safety

Recipient: TOWN OF MEDFIELD

UEI-EFT: YQJCVWD5GRJ6

Award number: EMW-2024-FP-01025

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Article 1	<p>Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications</p> <p>I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.</p>
Article 2	<p>General Acknowledgements and Assurances</p> <p>Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.</p>
Article 3	<p>Acknowledgement of Federal Funding from DHS</p> <p>Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.</p>
Article 4	<p>Activities Conducted Abroad</p> <p>Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.</p>

Article 5**Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

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

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

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

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

Article 8

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

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

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

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

Article 10**Civil Rights Act of 1968**

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

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

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

Article 12**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

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

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

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

Article 19**Anti-Discrimination**

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

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

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

Article 21	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.
Article 22	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 26**Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 27**Lobbying Prohibitions**

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

Article 28**National Environmental Policy Act**

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

Article 29	<p>National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254</p> <p>(1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”</p>
Article 30	<p>Non-Supplanting Requirement</p> <p>Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.</p>
Article 31	<p>Notice of Funding Opportunity Requirements</p> <p>All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.</p>
Article 32	<p>Patents and Intellectual Property Rights</p> <p>Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.</p>
Article 33	<p>Presidential Executive Orders</p> <p>Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.</p>

Article 34**Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 35**Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 36**Reporting Recipient Integrity and Performance Matters**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 37**Reporting Subawards and Executive Compensation**

For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

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

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

Article 39	SAFECOM Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA .
Article 40	Subrecipient Monitoring and Management Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	System for Award Management and Unique Entity Identifier Requirements Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	Termination of a Federal Award (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.
Article 43	Terrorist Financing Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

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

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

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

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

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

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

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

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

Article 50**Acceptance of Post Award Changes**

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

Article 51**Disposition of Equipment Acquired Under the Federal Award**

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

Article 52**Prior Approval for Modification of Approved Budget**

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

Article 53**Indirect Cost Rate**

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

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

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

Article 55**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the input of federal resources used to develop outreach efforts/materials the FP&S Program (by organization type) and the total number of individuals reached with said materials, as requested in its application. In addition, FEMA will evaluate whether the recipient's activities impacted community risk reduction, code enforcement awareness, fire arson investigation, as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the program impact as stated in the NOFO.

Article 56**Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled "Termination of a Federal Award." The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency's statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

- a. If the subrecipient fails to comply with the terms and conditions of the federal award.
- b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

- a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).
- b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

Article 57 Payment Information (Updated)

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number
2. Total amount requested for drawdown
3. Purpose of drawdown and timeframe covered (must be within the award performance period)
4. Subrecipient Funding Details (if applicable).
 - Is funding provided directly or indirectly to a subrecipient?
 - If no, include statement "This grant funding is not being directed to a subrecipient."
 - If yes, provide the following details:
 - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
 - Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
 - Whether the payment request includes an activity involving support to aliens?
 - Whether the subrecipient has any diversity, equity, and inclusion practices.
5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

Article 58**Non-Applicability of Specific Agreement Articles**

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award:

1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.
2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 59**Environmental & Historic Preservation Compliance Review Required**

Under the Remodeling/Renovation of Existing Facilities, installation of sprinkler systems, lock-box installation, LED/electronic sign installation, projector and/or screen installation to support training, smoke alarm installation, tree trimming or vegetation removal/disturbance, or any other activity not specifically referenced here, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY24 Fire Prevention and Safety Grant funds in support of Remodeling/Renovation of Existing Facilities, installation of sprinkler systems, lock-box installation, LED/electronic sign installation, projector and/or screen installation to support training, smoke alarm installation, tree trimming or vegetation removal/disturbance, or any other activity not specifically referenced here, that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY24 Fire Prevention and Safety Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY24 Fire Prevention and Safety Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

Article 60**Non-Applicability of Specific Agreement Articles**

Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award:

Termination of a Federal Award

The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled “Termination of the Federal Award”, or “Termination of the Federal Award (Updated)” applies to this grant award.

Obligating document

1. Agreement No. EMW-2024-FP-01025	2. Amendment No. N/A	3. Recipient No. 046001216	4. Type of Action AWARD	5. Control No. WX02144N2025T		
6. Recipient Name and Address TOWN OF MEDFIELD 459 MAIN STREET MEDFIELD, MA 02052		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer William DeKing		9a. Phone No. 5083592323	10. Name of FEMA Project Coordinator Fire Prevention and Safety Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 09/20/2025	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 09/27/2025 to 09/26/2026 Budget Period 09/27/2025 to 09/26/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FP	97.044	2025-FF-GB01 - P410-xxxx-4101-D	\$0.00	\$7,114.28	\$7,114.28	\$355.72
Totals			\$0.00	\$7,114.28	\$7,114.28	\$355.72
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Stacey Street, Deputy Assistant Administrator Grants Program Directorate	09/20/2025

Name of Grant Program: Massachusetts Collaborative for Action Leadership and Learning (MassCALL3)

MEMORANDUM OF UNDERSTANDING / GRANT ASSURANCES

The cluster community coalition **Medfield Cares About Prevention (MCAP)**, in partnership with the Massachusetts Collaborative for Action Leadership and Learning (MassCALL3), agrees to all of the following:

_____ Make fully available any relevant youth health data collected and maintained before and over the life of the grant program through the school district/municipal/other community stakeholders to inform and support strategic planning, monitoring, and evaluation of grant related activities;

_____ In the absence of current youth health data availability, commit to the appropriate use of mutually agreed upon proxy measures to represent community need throughout the strategic planning process.

_____ Commit to consistent representation of municipal level leadership in the strategic planning process required of all grant recipients.

_____ Commit to appropriate ongoing representation in relevant grant funded strategies and activities over the life of the grant term.

_____ Commit to engaging additional local stakeholders as needed/relevant to the strategic planning process and funded strategies and activities over the life of the grant term.

_____ Commit to supporting collection and delivery of all required grant deliverables to the lead grantee for the named municipality.

Partnering Coalition:	Medfield Cares About Prevention (MCAP)
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Partnering Town:	Town of Medfield
Signature of Representative	Date

The MassCALL3 lead grantee/applicant, Town of Hopkinton, Hopkinton Organizing for Prevention, upon award of funding, agrees to all of the following:

_____ Commit to make available personnel, fiscal, other resources required to meet/support the expectations outlined above;

Grantee Name:	Town of Hopkinton, Hopkinton, MA
Type Municipal/Other Representative Name:	Town Manager / Elaine Lazurus
Municipal/Other Representative Signature	Date

Informational



The Center at Medfield Health & Wellness Fair

WEDNESDAY, OCTOBER 15, 2025

10:00 AM - 12:00 PM

ONE ICE HOUSE ROAD

**Join us for our free
Annual Fall Health & Wellness Fair**

Explore resources that are available in the community

***Vision screenings
Home Care Services
Senior Living Options
Home Modification
Fitness
Meals on Wheels
Caregiver Resources***

***Flu Shots available
Fraud Protection
Veteran Services
Palliative Care
Safety
Medical Alert Systems
Blood Pressure screenings***

FREE GIVEAWAYS