

Town of Carlisle
Community Preservation Committee Grant Agreement
with Town entity

RECIPIENT: Town of Carlisle Affordable Housing Trust

PROJECT NAME: Group Homes for the Developmentally Disabled at 338 Bedford Road, Carlisle, MA

GRANT AGREEMENT #: 2014-1

PROJECT DESCRIPTION: The development of up to two (2) group homes, with an aggregate total of up to ten (10) bedrooms, for the developmentally disabled by a third party developer and/or operator at the property already acquired by the Trust at 338 Bedford Road, Carlisle, MA including, without limitation, on-site septic system(s), drinking water well(s), buildings, parking, drives, landscaping and other amenities related to such group homes for the developmentally disabled.

PROJECT LOCATION: 338 Bedford Road, Carlisle, MA

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER:

PROJECT SPONSOR(S) (IF DIFFERENT FROM RECIPIENT):

This Grant Agreement made this ____ day of _____, 2014 by and between the Town of Carlisle, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 66 Westford Street, Carlisle, MA 01741, acting by and through its Community Preservation Committee (hereinafter referred to as the “CPC”), and the Town of Carlisle Affordable Housing Trust (hereinafter referred to as the “Recipient”), with an address of 66 Westford Street, Carlisle, MA 01741. The purpose of this Grant Agreement is to implement the following grant award:

One Hundred Twenty-Five Thousand US Dollars (US\$125,000.00) in support of the development of up to two (2) group homes, with an aggregate total of up to ten (10) bedrooms, for the developmentally disabled by a third party developer and/or operator at the property already acquired by the Trust at 338 Bedford Road, Carlisle, MA including, without limitation, on-site septic system(s), drinking water well(s), buildings, parking, drives, landscaping and other amenities related to such group homes for the developmentally disabled.

Witnesseth

Whereas, the CPC invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, *M.G.L. c. 44B*; and

Whereas, in response thereto, the Recipient submitted an application for funding for purposes described above as Project Description (hereinafter referred to as the "Project"), and the CPC reviewed and approved the Project and recommended that the funding for the Project be approved at the above referenced Town Meeting; and

Whereas, the above referenced Town Meeting thereafter appropriated the funds recommended by the CPC pursuant to the above referenced Warrant Article and authorized the CPC to enter into a grant agreement with the Recipient for the purposes set forth in the Project; and

Now, Therefore, the CPC and the Recipient agree as follows:

1. **Award**. Subject to the terms of this Agreement, the CPC agrees to award the Recipient the amount of One Hundred Twenty-Five Thousand US Dollars (US\$125,000.00) for the Project for the purposes as set forth in Exhibit “A”.
2. **Project Application**. The Recipient’s Project Application is superseded by this Grant Agreement.
3. **Term**. The term of this Grant Award is three (3) years from the date of the CPC’s execution of this Grant Agreement (the "Commencement Date."). All of the work described in this Grant Agreement must be completed no later than three years after the Commencement Date (the "Completion Date"), unless the CPC grants an extension for good cause shown. Funds not utilized on the Project must be returned to the Community Preservation Fund Reserve and will be made available for future appropriation to this or other recipients.

4. Budget: Other Sources of Funding. Prior to the commencement of the Work, the Recipient must submit a complete project budget that accounts for (1) the expenditure of all funds awarded under this Grant Agreement; and (2) all other sources of funding, if necessary, to complete the project as described herein. Recipient shall not expend any grant funds unless sufficient sources of funding have been secured to complete the Work and the Project Budget has been approved by the CPC. If the CPC determines that funds have been spent on goods or services not included in the Project Budget or otherwise not authorized under the CPA, the Recipient shall be responsible for returning such funds to the Community Preservation Fund Reserve. The provisions of this Section 4 shall not apply to predevelopment expenditures including, but not limited to, amounts expended (a) to prepare, advertise, issue and process Requests for Proposals (RFPs), (b) to select a responder and negotiate and execute any ground leases, development agreements, and other site control and predevelopment documents with potential site developers and/or operators, (c) to perform legal, surveying, wetlands delineation, natural heritage and other site work and/or investigations and/or environmental response actions in preparation for the issuance of an RFP and/or the negotiation, drafting and execution of such ground leases, development agreements or other site control and predevelopment documents, (d) to reasonably secure property from vandalism, misuse or waste or to prevent or control potential Town liability for personal injury or death, (e) to demolish existing improvements, decommission existing septic systems and other facilities, dispose of demolition debris, and fill, loam, grade, seed and/or otherwise leave the property in safe and sightly condition pending development, and (f) on costs of administration of all of the foregoing. No more than \$70,000 of the Award shall be used for predevelopment expenditures as described herein.
5. Disbursement of Funds. The Recipient hereby acknowledges and expressly agrees that all disbursements of grant funds to the recipient shall be according to the Funds Disbursement Schedule (a copy of which is attached hereto as Exhibit "B" and incorporated herein). The provisions of this Section 5 shall not apply to predevelopment expenditures including, but not limited to, those described in Section 4(a) through 4(f), above.
6. Reports. The Recipient shall provide the CPC with a Project Status Report, which shall be due on the first day of October each year until the Project is complete. A Project Closeout Report, including digital photo documentation of the Project where appropriate, is due within 30 days after the Completion Date. The Project Closeout Report shall be to the satisfaction of the CPC, which approval shall not be unreasonably withheld.
7. Project Liaison. The CPC may designate a Project Liaison for the project being funded by this Grant Agreement. The Project Liaison may be either a municipal employee or a consultant retained by the CPC for that purpose. The Recipient shall cooperate with the Project Liaison, including providing access to the project site at reasonable times and with reasonable notice. The Project Liaison shall serve as the agent of the CPC for the purpose of monitoring project compliance with the terms of this Grant Agreement and shall periodically report to the CPC

regarding the progress of the project funded by this Grant Agreement and the compliance of the Recipient with the terms of this Grant Agreement.

8. Records. The Recipient agrees to maintain such records with respect to utilization of the grant funds and income derived therefrom as are kept in the normal course of business and such additional records as may be required by the CPC. Said records shall be available for inspection by the CPC during the Recipient's normal business hours. The CPC shall be entitled to request copies of any record so kept provided said record does not contain proprietary information of the Recipient.
9. Deed Restrictions. Pursuant to Massachusetts General Laws Chapter 44B, § 12 every project that involves the acquisition of any interest in real property with CPA funds shall be bound by a permanent deed restriction that meets the requirements of *M.G.L. c. 184*, limiting the use of the interest to the purpose for which it was acquired. Where applicable, Recipient agrees to the imposition of such deed restriction in a form acceptable to the CPC.
10. Compliance with Laws and Agreement. Recipient understands and agrees that projects funded through this Award are made pursuant to and must comply with the requirements of the Community Preservation Act, *M.G.L. c. 44B*. Recipient also agrees to comply with all requirements of this Grant Agreement.
11. Permits and Licenses. It is the obligation of Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of this Grant.
12. No Liability of Town. By making this award, the CPC does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Nothing in this Grant Agreement shall be construed to render the CPC or any of its members, or their successors in office, personally liable for any obligation under this Grant Agreement. Recipient agrees to indemnify and defend the CPC from all claims, suits or demands, and costs and expenses, including attorney's fees resulting from implementation of the Project.
13. Community Preservation Act Awareness. Upon commencement of the Project, Recipient agrees to post, in an appropriate location mutually acceptable to the parties, a temporary sign stating that the Project was funded through the Town of Carlisle's Community Preservation Act Program. Recipient shall also identify that the Project was funded through the Town of Carlisle Community Preservation Act in its written materials about the Project, including press releases, brochures, etc. Upon completion of the Project, Recipient shall post, in an appropriate location mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Town of Carlisle's Community Preservation Act program.
14. No Assignment. This Grant Agreement may not be assigned by Recipient without prior written agreement by the CPC.

If to the CPC: Town of Carlisle
 Community Preservation Committee
 66 Westford Street
 Carlisle, MA 01741

With copies to: Town Administrator
 Timothy Goddard
 66 Westford Street
 Carlisle, MA 01741

 Town Counsel
 Thomas Harrington
 Miyares and Harrington LLP
 50 Leonard Street · Suite Three
 Belmont, MA 02478

18. Severability. If any term or condition of this Grant Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby.

19. Governing Law. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the Town of Carlisle and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of the Recipient.

SIGNATURE PAGES FOLLOW

TOWN OF CARLISLE
AFFORDABLE HOUSING TRUST
By its Chair,

TOWN OF CARLISLE
COMMUNITY PRESERVATION COMMITTEE
By its Chair,

EXHIBIT A
COMMUNITY PRESERVATION ACT
GRANT AWARD

RECIPIENT: Town of Carlisle Affordable Housing Trust

AMOUNT OF GRANT: One Hundred Twenty-Five Thousand US Dollars (US\$125,000.00), of which up to Seventy Thousand US Dollars (US\$70,000.00) may be expended on predevelopment costs including without limitation those described in Section 4(a) through 4(f).

PROJECT DESCRIPTION: The development of up to two (2) group homes, with an aggregate total of up to ten (10) bedrooms, for the developmentally disabled by a third party developer and/or operator at the property already acquired by the Trust at 338 Bedford Road, Carlisle, MA including, without limitation, on-site septic system(s), drinking water well(s), buildings, parking, drives, landscaping and other amenities related to such group homes for the developmentally disabled.

CONDITIONS OF GRANT: At the conclusion of predevelopment activities as described herein, any unexpended funds from the Seventy Thousand US Dollars (US\$70,000.00) granted for said predevelopment activities shall be made available for the development of the Project, such funds subject to the provisions of Section 4 above regarding Budget: Other Sources of Funding and Section 5 above regarding Disbursement of Funds.

EXHIBIT B

GRANT DISBURSEMENT SCHEDULE

RECIPIENT:

THE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THE FOREGOING GRANT AGREEMENT SHALL BE DISBURSED TO THE RECIPIENT PURSUANT TO THE FOLLOWING SCHEDULE:

TOTAL GRANT AWARD AMOUNT: \$125,000

INITIAL DISBURSEMENT: Up to \$70,000 in one or more disbursements from time to time to cover invoiced, third party, predevelopment costs including, without limitation, those described in Section 4(a) through 4(f).

(Made subsequent to execution of Grant Agreement)

SUBSEQUENT DISBURSEMENT(S): The unexpended balance remaining after funding or reserving for the funding of predevelopment costs incurred to be disbursed on a schedule to be mutually agreed upon among the Trust, the CPC and the selected developer/operator of the project.