

Town of Carlisle  
Community Preservation Committee Grant Agreement  
with Town entity

RECIPIENT: Town of Carlisle Affordable Housing Trust

PROJECT NAME: Community education on 40B strategies and investigation of the suitability of property or properties yet to be determined, for possible future acquisition by the Town of Carlisle for Community Housing, including the securing of options to purchase such properties.

GRANT AGREEMENT #: 2014-2

PROJECT DESCRIPTION: To address the Chapter 40B obligations of the Town of Carlisle by educating the public with regard to potential strategies to address Chapter 40B in Carlisle and by identifying, analyzing, and possibly securing options to purchase property or properties, yet to be determined, for possible future acquisition by the Town of Carlisle for Community Housing, including investigation of the suitability of the property or properties, including but not limited to legal, survey, title, wetlands flagging, endangered species surveys, and other due diligence.

PROJECT LOCATION: Town of Carlisle

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:

Fifty Thousand US Dollars (US\$50,000.00) for community education on Chapter 40B strategies and investigation of the suitability of (including but not limited to legal, survey, title, wetlands flagging, endangered species surveys, and other due diligence) and securing options to purchase on properties yet to be determined for possible future acquisition by the Town of Carlisle for Community Housing.

***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 Fifty Thousand US Dollars (US\$50,000.00) for the Project for the purposes as set forth in Exhibit "A". Funds awarded herein are not to be expended on the following properties: Banta-Davis, Benfield, 338 Bedford Road (also referred to as the Goff property), and the Conant Land.
2. **Project Application**. The Recipient's Project Application is superseded by this Grant Agreement.
3. **Term**. The term of this Grant Award is one year 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 one year 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. As the project is for community education and for analytical activities relating to and the securing of options to purchase a property or properties yet to be determined, there is no requirement for the submission of a complete project budget prior to expenditures under this Grant Agreement.
5. Disbursement of Funds. As the project is for community education and for analytical activities relating to and the securing of options to purchase a property or properties yet to be determined, there is no requirement for the submission of an additional Funds Disbursement Schedule prior to expenditures under this Grant Agreement.
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 identifying community education activities and any property or properties investigated, analyzed or held through an option to purchase, and the potential use(s) for Community Housing on said property or properties, including digital photo documentation of the Project where appropriate, is due within 30 days after the Completion Date. The Project Closeout Report must also include a tally of all invoiced, third party educational activity costs and predevelopment costs, with each cost separately noted. 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.
15. Default and Termination.
  - a. If the CPC determines that the Recipient has failed to fulfill all obligations set forth under the terms of this Grant Agreement and so defaulted in said obligations, the CPC shall so notify the recipient in writing, setting forth the nature and details of the default.
  - b. Upon the Recipient's receipt of said notice of default, the Recipient shall immediately cease to incur any additional expenses in connection with this Grant Agreement.
  - c. The CPC shall hold a public hearing within fourteen (14) days of the date of the Recipient's receipt of the notice of default for the purpose of determining whether this Grant Agreement should be terminated. The Recipient shall have the opportunity to present evidence and argument at said termination hearing prior to the CPC voting whether to terminate the Grant Agreement.
  - d. At the close of the public hearing the CPC shall issue a written decision setting forth its findings that form the basis of its decision. The CPC may:

- i. vote to reinstate the Grant Agreement without any further condition; or
  - ii. vote to reinstate the Grant Agreement with additional conditions; or
  - iii. vote to terminate the Grant Agreement.
- e. The CPC shall notify the Recipient in writing of the CPC's decision relative to termination of the Grant Agreement.

16. Return of Funds.

- a. Upon completion of the Project, any funds granted to the recipient under this Grant Agreement and not yet expended shall be returned forthwith to the Community Preservation Fund Reserve without further expenditure thereof.
- b. In the event this Grant Agreement is terminated pursuant to the provisions of Section 15 hereof, any funds granted to the recipient under this Grant Agreement and not yet expended shall be returned forthwith to the Community Preservation Fund Reserve without further expenditure thereof.

17. Notice. Any and all notices, or other communications required or permitted under this agreement, shall be in writing and delivered in hand or mailed by certified mail, return receipt requested or by other reputable delivery service to the parties hereto at the following addresses:

If to the Recipient:           Town of Carlisle  
Affordable Housing Trust  
66 Westford Street  
Carlisle, MA 01741

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: Fifty Thousand US Dollars (US\$50,000.00)

PROJECT DESCRIPTION: To address the Chapter 40B obligations of the Town of Carlisle by educating the public with regard to potential strategies to address Chapter 40B in Carlisle and by identifying, analyzing, and possibly securing options to purchase a property or properties for possible future acquisition by the Town of Carlisle for Community Housing, including, investigation of the suitability of the property or properties, including but not limited to legal, survey, title, wetlands flagging, endangered species surveys, and other due diligence.

CONDITIONS OF GRANT: Funds are not to be expended on properties already identified prior to the commencement of this grant, through previous grants made by the CPC, as potential locations for Community Housing (i.e. Banta-Davis, Benfield, 338 Bedford Road (also referred to as the Goff property), and the Conant Land.).

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: \$50,000

INITIAL DISBURSEMENT: As needed from time to time to cover invoiced, third party, educational activity costs and predevelopment costs on to-be-determined properties prior to actual acquisition of said property or properties by the Town of Carlisle

(Made subsequent to execution of Grant Agreement)

SUBSEQUENT DISBURSEMENT(S): As needed from time to time to cover invoiced, third party, educational activity costs and predevelopment costs on to-be-determined properties prior to actual acquisition of said property or properties by the Town of Carlisle