

Town of Carlisle Community Preservation Committee
Grant Agreement
with the
Carlisle Conservation Foundation

GRANT AGREEMENT #: 2016-1

RECIPIENT: Carlisle Conservation Foundation (“CCF”)

PROJECT NAME: Protection of Historic Sorli Farm Fields on the South Side of Westford Street

GRANT AMOUNT: \$95,109 from the Open Space Fund and \$754,891 from the Undesignated Reserve Fund (FY '17).

GRANT TERM: 2 years, commencing July 1, 2016

PROJECT DESCRIPTION: Preservation, through the purchase of a permanent Conservation Restriction (“CR”) to be held jointly by CCF and the Carlisle Conservation Commission (“ConsCom”), of approximately 20 acres of open fields and woodlands comprising a portion of the historic Sorli Family Farm on Westford Street. The CR will include public access via a trail and a parking area (permitting and construction of the parking area and trail are not part of this Grant).

PROJECT LOCATION: Approximately 20 acres of the 28.10 acre parcel on the south side of and with about 1,931 feet of frontage along Westford Street, designated as lot 18-1-0 on the Town of Carlisle Assessors’ maps.

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER:

PROJECT SPONSOR(S) (IF DIFFERENT FROM RECIPIENT): Town of Carlisle Conservation Commission

This Grant Agreement made this _____ day of _____, 2016 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 (hereinafter referred to as the “TOWN”), acting by and through its Community Preservation Committee (hereinafter referred to as the “CPC”), and the Carlisle Conservation Foundation (hereinafter referred to as the “RECIPIENT” or “CCF”), with an address of P.O. Box 300, Carlisle, MA 01741. The purpose of this Grant Agreement is to implement following grant award:

Eight Hundred Fifty Thousand US Dollars (US\$850,000.00) toward the \$870,000 purchase price of a permanent Conservation Restriction, to be held jointly by CCF and ConsCom, on approximately 20 acres of a 28.10-acre parcel in the Town of Carlisle (parcel I.D. 18-1-0).

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 Town and the Recipient agree as follows:

1. **Award**. Subject to the terms of this Agreement, the Town agrees to award the Recipient the amount of Eight Hundred Fifty Thousand US Dollars (US\$850,000.00), \$95,109 from the Open Space Fund and \$754,891 from the Undesignated Reserve Fund (FY '17), for the Project for the purposes as set forth herein.
2. **Project Application**. The Recipient’s Project Application, as may be amended by agreement with the CPC upon award, is incorporated into this Grant Agreement by reference.
3. **Term**. The term of this Grant Award is two years from July 1, 2016, unless the CPC grants an extension for good cause shown. Funds not utilized on the Project must be returned to the Undesignated Reserve Fund, and will be made available for future appropriation to this or other recipients.
4. **Project Description**. Preservation, through the purchase of a permanent Conservation Restriction (“CR”) to be held jointly by CCF and the Carlisle Conservation Commission (“ConsCom”), of approximately 20 acres of open fields

and woodlands comprising a portion of the Sorli Farm on the south side of Westford Street.

5. Conditions. The terms of the Conservation Restriction between the Grantor (The Sorli Family Trusts) and the Grantee (CCF and ConsCom) must be approved prior to closing by the Division of Conservation Services (“DCS”) of the Executive Office of the Department of Energy and Environmental Affairs of the Commonwealth. The CR shall be recorded at the North Middlesex Registry of Deeds in a timely manner after closing. Any revisions to the terms of the CR as have been presented in the application shall not reduce the permanent rights of the Town of Carlisle to the Parking and Trail Easement areas therein defined. Funds appropriated pursuant to this grant shall not be expended except at the closing on the Conservation Restriction. All expenses related to the Project, including permitting for and construction of the parking area and trail as described in the Application, plus the \$20,000 difference between this Grant and the purchase price of the CR, are the responsibility of the Recipient. The Recipient shall apply any supplementary funds received through grant applications prior to closing towards the purchase price of the CR (and not towards any other Project expenses), thus reducing the amount of funds to be disbursed under this Grant by the amount of such supplementary funds received.
6. Budget: Other Sources of Funding. Any changes in the Project budget as supplied with the Project Application must be approved by the CPC and the Recipient must provide documentation that it has sufficient funds available to cover any increases in the budget. Recipient shall not expend any CPA Grant funds unless sufficient sources of funding have been secured to purchase the CR.
7. Disbursement of Funds. The Recipient hereby acknowledges and expressly agrees that funds pursuant to this grant will be disbursed in the form of a cashier’s check or a wire funds transfer to the Grantor prior to or at the closing, as agreed to by all parties.
8. Reporting. The Recipient shall provide the CPC with a copy of any and all grant applications submitted in support of the Project and any letters of approval or denial of such applications. A Project Closeout Report with a final [budget/accounting] for the project is due within 60 days after the Completion Date. The Project Closeout Report shall be to the satisfaction of the CPC, which approval shall not be unreasonably withheld.

All documents, including but not limited to photographs, videos, etc. submitted to the CPC shall become the property of the Town of Carlisle and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.
9. 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.

10. 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.
11. 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.
12. 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.
13. Community Preservation Act Awareness. Recipient shall identify that the Project was funded in part through the Town of Carlisle Community Preservation Act in its written materials about the Project, including websites, 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 in part 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 within 14 days of the close of the public hearing.

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 Town 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 Town without further expenditure thereof.
- c. If this Grant Agreement is terminated as a result of negligent or intentional acts or omissions of the Recipient, the Recipient shall be liable to repay to the town the entire amount of funding provided under this Agreement, and the Town shall take such steps as are necessary, including legal action, to recover said funds.
- d. In the event the Town is required to take legal action under this Grant Agreement, the Recipient shall be liable for all of the Town's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.

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: Carlisle Conservation Foundation
PO Box 300
Carlisle, MA 01741

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

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

Town Counsel
Thomas Harrington, Miyares and Harrington LLP
40 Grove Street, Suite 190

Wellesley, MA 02482

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. No Other Agreement. 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.

RECIPIENT
CARLISLE CONSERVATION FOUNDATION
By its President, Elisabeth Carpenter

TOWN OF CARLISLE COMMUNITY PRESERVATION COMMITTEE
By its Chair, Luke Ascolillo