

Town of Carlisle
Community Preservation Committee Grant Agreement

RECIPIENT: Carlisle Historical Commission

PROJECT NAME: Carlisle Central Burying Ground Preservation Project

GRANT AGREEMENT #: 2023-002

PROJECT DESCRIPTION: Restoration of the Carlisle Central Burying Ground, an 18th century site of significance to the history and culture of the Town. The project will make improvements necessary for the preservation of the historic landscape and monuments located on the site.

PROJECT LOCATION: 31 Lowell Street
Carlisle, MA 01741

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER: Article 7, Special
Town Meeting of October 16, 2023

This Grant Agreement made this 16th day of October, 2023 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 Historical Commission (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 and Ten Thousand US Dollars (US \$110,000.00) for the physical restoration of the Central Burying Ground.

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 One Hundred and Ten Thousand Dollars (\$110,000.00) from the Historic Reserve Fund, for the Project for the purposes as set forth herein. In the event that the Historic Reserve Fund is insufficiently funded at the time that project expenses are submitted, the grant shall be completed from the Undesignated Fund.
2. **Project Application**. The Recipient’s Project Application, as may be amended by conditions of the CPC upon award, is incorporated into this Grant Agreement by reference.
3. **Term**. The term of this Grant Award is 3 years from date of execution of the Grant Agreement, unless the CPC grants an extension for good cause shown. Funds not utilized on the Project must be returned to the Historic Reserve Fund and Undesignated Fund and will be made available for future appropriation to this or other recipients.
4. **Project Description**. Restoration and preservation of the 137 headstones, consisting of an assessment of each headstone and repair as necessary of damaged headstones; repairs to include positioning, straightening, cleaning,

pinning, and repair of breaks and chips, using expert resources in such restoration methods. Removal of trees, branches, and shrubs impeding preservation and access to the historic site. Restoration and repair of the Litchfield Memorial Seat, including repairing rafters, mortar repair, graffiti repair, and installation of more historically appropriate shingles. Restoration and repair of the stone entrance pillars, including repointing and other structural repairs.

5. 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 Historic Reserve Fund and Undesignated Fund.
6. Disbursement of Funds. The Recipient hereby acknowledges and expressly agrees that grant funds will be disbursed upon provision by the Recipient of third-party invoices for work completed on the Project.
7. Reporting. The Recipient shall provide the CPC with an annual Project Status Report including expenditures to date and reporting on progress. The Project Status Report shall be due by the last day of December annually until the Project is complete. A Project Closeout Report, including a final accounting and digital photo documentation of the Project, is due within 60 days after the Completion Date of the Project.
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.
9. 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.
10. Compliance with Laws and Agreement. The 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*. The Recipient also agrees to comply with all requirements of this Grant Agreement.

11. Permits and Licenses. It is the obligation of the Recipient to obtain all permits and licenses necessary for the implementation of the Project. No local permit or license is waived by the award of this Grant.
12. Community Preservation Act Awareness. Recipient shall identify that the Project was funded through the Town of Carlisle Community Preservation Act in its written and online materials about the Project, including but not limited to press releases, brochures, and online databases. Upon completion of the project, a sign, approved by CPC, stating that the Project was funded through the Town of Carlisle's Community Preservation Act program, shall be posted in a prominent location mutually acceptable to the parties.
13. No Assignment. This Grant Agreement may not be assigned by the Recipient without prior written agreement by the Town of Carlisle.
14. 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 on 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 the termination of the Grant Agreement.
15. 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 14 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.

16. 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: Krissy O'Shea, Historical Commission
 Carlisle Historical Commission
 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
 Ryan McLane
 66 Westford Street
 Carlisle, MA 01741

 Town Counsel
 Thomas Harrington, Miyares and Harrington LLP
 40 Grove Street, Suite 190
 Wellesley, MA 02482

17. 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.

18. Governing Law. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing and 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

RECIPIENT

Carlisle Historical Commission
By its Co-Chair, Krissy O'Shea

DocuSigned by:

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TOWN OF CARLISLE COMMUNITY PRESERVATION COMMITTEE
By its Chair, Drew McMorrow



EXHIBIT A
COMMUNITY PRESERVATION ACT
GRANT AWARD

RECIPIENT: Carlisle Historical Commission

AMOUNT OF GRANT: One Hundred and Ten Thousand Dollars (\$110,000.00)

PROJECT DESCRIPTION: Restoration and preservation of the 137 headstones, consisting of an assessment of each headstone and repair as necessary of damaged headstones; repairs to include positioning, straightening, cleaning, pinning, and repair of breaks and chips, using expert resources in such restoration methods. Removal of trees, branches, and shrubs impeding preservation and access to the historic site. Restoration and repair of the Litchfield Memorial Seat, including repairing rafters, mortar repair, graffiti repair, and installation of more historically appropriate shingles.

CONDITIONS OF GRANT:

- Any other grant funds received for the Project shall be expended before CPA Grant Funds are to be used.
- Work performed must first be approved by the Historical Commission.
- All necessary permits for construction must be obtained before funding is disbursed.

EXHIBIT B

GRANT DISBURSEMENT SCHEDULE

RECIPIENT: Carlisle Historical Commission

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: One Hundred and Ten Thousand Dollars (\$110,000.00)

INITIAL DISBURSEMENT: \$ N/A

(Made subsequent to execution of Grant Agreement)

SUBSEQUENT DISBURSEMENT(S): As needed

EXHIBIT C

FUNDING ACKNOWLEDGEMENT GUIDELINES

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under the 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, partnerships, corporation, union, committee, club, or other organization, entity, or group of individuals.

Name of Business: _____

Signature: _____

Name of Person signing Bid: _____

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Commonwealth of Massachusetts General Laws, Chapter 62C, Section 49A, I certify under the pains and penalties of perjury that, Carlisle Historical Commission has filed all Commonwealth of Massachusetts state tax returns, has complied with all Commonwealth of Massachusetts laws relating to taxes, and has paid all Commonwealth of Massachusetts and Town of Carlisle taxes required under law.

By: _____

Social Security No. or Federal Tax I.D. No. _____

Date: