

Town of Carlisle
Community Preservation Committee Grant Agreement
with Town entity

GRANT AGREEMENT #: 2021-002

RECIPIENT: Carlisle Affordable Housing Trust

PROJECT NAME: Benfield Farms Leaching Field Replacement Project

GRANT AMOUNT: \$125,000 from the Community Housing Reserve Fund

GRANT TERM: 3 years, set to expire June 30, 2024

PROJECT DESCRIPTION: The replacement of the leaching field serving Benfield Farms, an affordable housing rental facility located at 575 South Street, Carlisle, MA.

PROJECT LOCATION: The Benfield Property –
575 South Street
Carlisle MA 01741

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER: June 6, 2021
Article 16

PROJECT SPONSOR(S)
(IF DIFFERENT FROM RECIPIENT): Carlisle Affordable Housing Trust

This Grant Agreement made this 01 day of July, 2021 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 Neighborhood of Affordable Housing ("NOAH") (hereinafter referred to as the "Recipient"), with an address of 575 South 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 replacement of the leaching field that serves the Benfield Farms facility.

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 incorporated into this Grant Agreement by reference, any inconsistent terms in the Project Application are superseded by this Grant Agreement.
3. **Term**. The term of this Grant Award is three (3) years, set to expire June 30, 2024 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. **Project Description**. The replacement of the leaching field serving Benfield Farms, an affordable housing rental facility located at 575 South Street, Carlisle, MA.
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 Community Preservation Fund Reserve.

6. 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).
7. Reporting. The Recipient shall provide the CPC with a 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 digital photo documentation of the Project where appropriate, 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.
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. 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 Housing Reserve Fund without further expenditure thereof.

- b. In the event this Grant Agreement is terminated pursuant to the provisions of Section 16 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.
- 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 that 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 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
40 Leonard 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. 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

RECIPIENT
CARLISLE AFFORDABLE HOUSING TRUST
By its Chair:



Treasurer



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



01-JUL -2021

EXHIBIT A
COMMUNITY PRESERVATION ACT
GRANT AWARD

RECIPIENT: Carlisle Affordable Housing Trust

AMOUNT OF GRANT: One Hundred Twenty-Five Thousand US Dollars (US\$125,000.00).

PROJECT DESCRIPTION: The replacement of the leaching field serving Benfield Farms, an affordable housing rental facility (owned by Neighborhood of Affordable Housing – NOAH) located at 575 South Street, Carlisle, MA.

CONDITIONS OF GRANT:

- Septic and leaching system must be approved and permitted by the BOH
- Septic and leaching system must be operational before disbursement
- CAHT must ensure that NOAH operates and maintains the septic and leaching system in accordance with BOH permit conditions in order to ensure system performance longevity.

EXHIBIT B

GRANT DISBURSEMENT SCHEDULE

RECIPIENT: Carlisle Affordable Housing Trust

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:

Upon completion of the septic and leaching field project. See conditions in Exhibit A

SUBSEQUENT DISBURSEMENT(S):

