

Town of Carlisle
Community Preservation Committee Grant Agreement

GRANT AGREEMENT #: 2021-005

RECIPIENT: Carlisle Conservation Commission

PROJECT NAME: Restoration of the Greenough Dam

GRANT AMOUNT: Up to \$775,000 from the CPC Undesignated Funds

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

PROJECT DESCRIPTION: Restoration of the Greenough Dam

PROJECT LOCATION: Greenough Conservation Land, Carlisle, MA

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER:

June 6, 2021
Article 16, Motion 2 E

This Grant Agreement made this 29 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 (hereinafter referred to as the "TOWN"), acting by and through its Community Preservation Committee (hereinafter referred to as the "CPC"), and the Community Preservation Act Committee and the Carlisle Conservation 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:

Up to Seven Hundred Seventy-Five Thousand US Dollars (US \$775,000.00) for the Restoration of the Greenough Dam.

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 up to Seven Hundred Seventy-Five Thousand US Dollars (US \$775,000.00) from the Undesignated Funds, for the Project for the purposes as set forth herein.
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. Any inconsistent terms in the Project Application are superseded by this Grant Agreement.
3. **Term**. The term of this Grant Award is three 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 Undesignated Fund and will be made available for future appropriation to this or other recipients.
4. **Project Description**. Restoration of the Greenough Dam
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 Undesignated Reserve 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 where appropriate, 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. 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. 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 database. 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 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 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.

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 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.

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: Lee Tatistcheff
Chair – Carlisle Conservation Commission
66 Westford Street
Carlisle, MA 01741

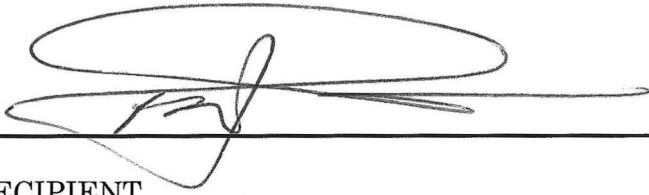
If to the CPC: Town of Carlisle
Community Preservation Committee
66 Westford Street
Carlisle, MA 01741

With copies to: Town Administrator
Timothy Goddard
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 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 Conservation Commission

By its Chair, ~~Lee Tatistcheff~~ ALEX PARRA



29-JUL-2021

TOWN OF CARLISLE COMMUNITY PRESERVATION COMMITTEE

By its Chair, Luke Ascolillo

EXHIBIT A

COMMUNITY PRESERVATION ACT

GRANT AWARD

RECIPIENT: Carlisle Conservation Commission

AMOUNT OF GRANT: UP TO SEVEN HUNDRED SEVENTY-FIVE
THOUSAND DOLLARS (\$775,000.00)

PROJECT DESCRIPTION: Restoration of the Greenough Dam

CONDITIONS OF GRANT: Any other grant funds received for the Project shall be
expended before CPA Grant Funds are to be used.

EXHIBIT B

GRANT DISBURSEMENT SCHEDULE

RECIPIENT: Carlisle Conservation 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: \$775,000

INITIAL DISBURSEMENT: \$

(Made subsequent to execution of Grant Agreement)

SUBSEQUENT DISBURSEMENT(S):