

Town of Carlisle
Community Preservation Committee Grant Agreement

RECIPIENT: Carlisle Castle Playground Project Committee

PROJECT NAME: Carlisle Castle Replacement Project

GRANT AGREEMENT #: 2022-2

PROJECT DESCRIPTION: Replace the Carlisle Castle structure at the Carlisle Public School campus.

PROJECT LOCATION: Carlisle Public School Campus
83 School Street
Carlisle MA 01741

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER: April 25, 2022
Article 24

This Grant Agreement made this 26 day of APRIL, 2022 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 Carlisle Castle Playground Project Committee (hereinafter referred to as the "RECIPIENT"), with an address of 83 School Street Carlisle MA 01741. The purpose of this Grant Agreement is to implement the following grant award:

Up to \$325,000 to replace the Carlisle Castle structure at the Carlisle Public School campus.

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 Three hundred and twenty-five thousand (\$325,000) for the Project for the purposes as set forth in Exhibit "A".
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 expires on June 30, 2025, a term of 3 years from the date of the Town's execution of this Grant Agreement (the "Commencement Date."). All of the work described in this Grant Agreement must be completed no later than June 30, 2025 years 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 Undesignated Community Preservation Fund and will be made available for future appropriation to other recipients.
4. **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.

5. 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).
6. Reports. The Recipient shall provide the CPC with a Project Status Report, (hereinafter "PSR") shall be due on the first day of January, March, July and October until the Project is complete. A Project Closeout Report, including digital photo documentation of the Project where appropriate, is due with 30 days after the Completion Date. The Project Closeout Report shall be to the satisfaction of the CPC, which approval shall not be unreasonably withheld.
 - a. 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.
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 Recipients 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 Town 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 Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement. Recipient agrees to indemnify and defend the Town 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. All such acknowledgements of Community Preservation Act Funding shall comply with the provisions of the Funding Acknowledgement Guidelines attached hereto and incorporated herein as Exhibit "C".
14. No Assignment. This Grant Agreement may not be assigned by Recipient without prior written agreement by the Town of Carlisle.
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 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 Castle Playground Project Committee
83 School Street
Carlisle MA 01741

PO Box 4
Carlisle, MA 01741
BPW

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

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 CASTLE PLAYGROUND PROJECT COMMITTEE
By its representative,

Brian P. Watt 6/8/2022

Brian Waterson
Chair, Castle Playground Project Committee

TOWN OF CARLISLE
COMMUNITY PRESERVATION COMMITTEE
By its Chair,



26-APR-2022

EXHIBIT A
COMMUNITY PRESERVATION ACT
GRANT AWARD

RECIPIENT:

AMOUNT OF GRANT:

Up to \$325,000 to replace the Carlisle Castle structure at the Carlisle Public School campus.

CONDITIONS OF GRANT:

- All work performed in the Historic District must first be approved by the Historic Commission.
- Funds cannot be used for turf, the outdoor classroom, or other expenses not allowed under MA Community Preservation Act, *M.G.L. c. 44B*
- Construction of the replacement playground needs to be completed prior to the end date of the agreement (unless an extension agreement is agreed upon and approved by an annual Town Meeting Vote) or spent funds will need to be returned.

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: \$ 325,000

INITIAL DISBURSEMENT: \$ N/A

(Made subsequent to execution of Grant Agreement)

SUBSEQUENT DISBURSEMENT(S): As needed

