

Town of Carlisle
Community Preservation Committee Grant Agreement

GRANT AGREEMENT #: 2019-001

RECIPIENT: Carlisle Town Clerk's Office

PROJECT NAME: Restoration and preservation of certain Town of Carlisle records and documents

GRANT AMOUNT: \$16,571, from the Historical Reserve Fund

GRANT TERM: 3 years, commencing immediately after annual town meeting, set to expire June 30, 2022.

PROJECT DESCRIPTION: Restoration and preservation of certain Town of Carlisle records and documents deemed by the Carlisle Historical Commission as significant in the history of the town. Period ranging from 1754 – 1935.

PROJECT LOCATION: 66 Westford Street, Carlisle, MA

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER:

Tm April 29, 2019
Article 20
motion 2

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: Mary de Alderete, Town Clerk
Office of the Town Clerk
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

Margaret Wang

RECIPIENT

Office of the Town Clerk

By its Town Clerk, ~~Mary de Alderete~~ (or designee)

Margaret Wang



TOWN OF CARLISLE COMMUNITY PRESERVATION COMMITTEE

By its Chair, Luke Ascolillo

EXHIBIT A
COMMUNITY PRESERVATION ACT
GRANT AWARD

RECIPIENT: Office of the Town Clerk

AMOUNT OF GRANT: Sixteen Thousand Five Hundred Seventy-One US
DOLLARS (\$16,571)

PROJECT DESCRIPTION: Restoration and preservation of certain Town of Carlisle records and documents deemed by the Carlisle Historical Commission as significant in the history of the town. Period ranging from 1754 – 1935

CONDITIONS OF GRANT: 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. Additionally, all volumes preserved pursuant to this grant and previous grants of CPA funds shall include a notice stating that the volume was funded through the Town of Carlisle's Community Preservation Act program.

EXHIBIT B

GRANT DISBURSEMENT SCHEDULE

RECIPIENT: Carlisle Town Clerk

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: \$16,571

INITIAL DISBURSEMENT: \$

(Made subsequent to execution of Grant Agreement)

SUBSEQUENT DISBURSEMENT(S):

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 Office of Town Clerk 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: