

TOWN ADMINISTRATOR REPORT



Ryan M. McLane

June 07, 2024

Town Events and Town Hall News

Town Hall improvements continue as we move towards creating functional employee workspaces and a welcoming and professional environment for volunteers and visitors. Here are news and events from Town Hall:

- **Land Use Cubicle Project**

This project is now scheduled for 18-20 June. The land use offices will be closed to the public to facilitate the breakdown, installation, and reassembling of office furniture. The rest of the Town Hall will remain open, but residents should expect disruptions.

Human Resources Update (From the ATA)

We are very saddened by the loss of Town Clerk Peggy Wang. Gretchen Gallimore will be the temporary Town Clerk until we confirm an Interim Town Clerk for the Select Board to appoint. The Interim and Permanent Town Clerk appointment will be a discussion topic at your next Select Board meeting.

The DPW continues to interview candidates for the vacant Driver/Laborer and Heavy Equipment Operator positions. We should have multiple candidates for the Select Board to appoint in the coming month!

We are advertising the Electrical and Facilities Technician now and will be conducting interviews in the coming weeks. This position will support maintenance in all Town buildings and will serve under the direction of our Facilities Director.

Westford Street Culvert Emergency Repair

Recent weather and a continued degrading of the conditions under Westford Street (1000 feet from the Fire Station) have expedited this infrastructure project. We signed a revised agreement

with Nitch Engineering to oversee the culvert’s emergency repair and received drawings and specifications late last week. We will begin emergency procurement immediately, securing a contractor to work with the DPW. Once a contractor is in place, Nitch will bring the project to the Conservation Commission for an emergency repair order. Assuming this is approved, construction could begin as early as August. Once we secure the street, we will again work with Nitsch to design a full repair of the culvert and add the revised project to the Town’s capital plan.

FY21-25 Dispatch Contract

We would like to thank the Dispatch Union and their advisers for comprehensively engaging with the Town to finalize the FY21-23 union contract and to finalize one-year contracts for FY24 and FY25. Details of these agreements will be publicly available after all contracts are finalized, but the negotiations were productive and focused on the goal of fairly compensating our excellent dispatch employees for the demanding work they do on behalf of Carlisle. We will now pivot to securing a traditional three-year contract for FY26 to FY28. This closes all open union contracts.

Financial Policies

Your packet includes a series of financial policies recommended by the Financial Management Team and the Finance Committee. We are seeking your approval for the policies identified on your meeting agenda. This includes the federal project policy that will make us more compliant with the Town’s most recent single audit findings. All other policies will codify the Town’s financial approach. The only policies remaining after this meeting’s focus will be employee reimbursement and a policy guiding the use of Town credit cards. These final two policies are attached to this report for your review in anticipation of June 25.

Town Hall Garden

Our Town Hall Garden team, led by Sarah Wasserman, continues to develop one of the absolute best community plots at Foss Farm. Staff volunteers daily to maintain, plant, weed, and water the plot in anticipation of sharing the vegetable and flowers later this summer.

I would also like to echo messages from Foss Farm to navigate the community plots slowly this time of year as turtles are crossing the dirt roads as they look for sandy soils to lay eggs.



State Aid – Senate Budget

There are two important outcomes from the Senate's FY25 budget. First, the Senate increased the minimum per student Chapter 70 spending from \$104 to \$107. While the dollar figure is minimal, the vote is important as it likely means it will confirm the House increase during reconciliation, resulting in more than \$40k in revenue for the Town. You will remember during the Town's budget process that Town Meeting approved a budget projecting a 3% tax bill increase. This additional revenue would reduce the average tax bill increase to under 3%, helping officials meet their tax goals and long-term financial approach.

A second piece of good news from the state's budgeting process includes the continuation of the [Fair Share Program](#). Carlisle will receive this summer more than \$150k in additional road repair dollars. During the road repair presentation to the Select Board, we discussed the Fair Share funding as a possibility, potential providing up to \$170 in FY25 road relief. We are pleased to report that this funding source is now a reality, and assuming reasonable bid returns, will allow for the full funding of the FY24-25 road repair program to include the emergency repair of the Westford Street Culvert.

Procurement and Project Updates

Dog Park – We continue to work through the funding and contracting necessary to finish this project. The final financial piece is approval from the Finance Committee to use emergency funds to cover the gap between the dog park proposal and the current grant funding. If approved, I will assist the Recreation Department in finalizing the construction contract and oversight.

Corey Auditorium Lighting – The electrical construction portion of this project is now out for bids with a return date of July 9, 2024. Shipment of the first lights and equipment in late June. The rest of the theatrical systems will be delivered in August.

Greenough Barn – Town counsel is reviewing the final contract between the Town and Select Demo. Submittals from the winning bidder indicate the 50% recycling requirement will be met with the following conditions:

- Preservation of the barn's historic cupola
- Preservation of the roof's slate tiles
- Preservation of the barn's middle section

FY24-25 Road Repair Program – The plan approved by the Select Board is now out to bid with a return date of June 26, 2024. There is a pre-bid conference led by Aubrey and Jim scheduled for June 11. We have received multiple registered bidders for this project and hope to begin repair work in July.

Upcoming Discussion Points

This section of my report will outline items likely to come before the Board in future meetings. The intent of this is not just to inform the Board, but to solicit guidance on what information you will need to make decisions.

- *Online Donations.* Our Finance Team has a pending request for accepting online donations using Town accounts. While we agree, in spirit, to this request, it does have staff ramifications and expansion concerns. We would like to present this option to the Board for their approval or disapproval.
- *Road Maintenance Public Hearing.* As previously discussed, we have scheduled your first annual road maintenance hearing for June 25th. This meeting invites residents with comments and concerns about their roads to speak directly to the Board. This data will inform road maintenance planning.
- *Friends of Center Park Agreement.* Your five-year agreement with the Friends of Center Park expires this September. We have tentatively scheduled a discussion about this agreement for June 25.
- *Select Board and Town Administrator Goals.* Your meeting on June 11 will include a short conversation about FY25 goal preparation. This will include the initial scheduling of your summer goals sessions, goal creation structure, and preliminary topics.

Staff Recognition

This week I would like to recognize the following town employees:

I would like to recognize Town Clerk Peggy Wang. The sense of loss the staff feels is immense, a testament to Peggy's impact on the Town Hall and Carlisle as a whole. She had an especially important leadership position and helped guide residents through notable events including multiple Town Meetings, the Covid-19 pandemic, and the 2020 Presidential election. Her knowledge and commitment were second to none, but she also managed simple, but impactful, internal tasks that few people knew. Peggy managed the coordination of all Town meetings/conference rooms and hand delivered the mail every day to every department. Her attention to the Open Meeting Law and records requests are legendary. She served as the unofficial Town Hall greeter, making sure every person who entered Town Hall knew where to go. And before we upgraded the phone system, Peggy triaged almost all Town Hall calls, taking messages and making sure residents felt heard. It took me a minute to understand why Peggy took such an interest in all these relatively rote tasks, but it became clear over time that she took on these various roles because she wanted the Town Hall to run well. She cared about Carlisle and its residents and backed up her love with a willingness to get the job done.

Based on her service and residency in Carlisle, I would like to ask that the Select Board support lowering all Town Hall flags to half-mast beginning Monday June 17th to June 21st to honor Peggy.

A short personal recollection - Peggy is one of the first people I met in Carlisle. She served on the Town Administrator screening committee and asked me tough questions about my approach to managing staff during the interview. She seemed unimpressed by my answers, a demeanor I later understood was due to a strong belief that my position should be highly competent and held to a high standard. She collaborated with me daily, holding me accountable for the things I said I would do, but also made sure she always had a mini Mr. Goodbar for me in her candy dish. Our conversations were direct, and wide ranging, and I always left her office feeling I had a more complete understanding of an issue or that I had learned something new. I considered her a friend, the type of friend where you wanted to earn their respect, and I had a deep appreciation for her knowledge, fairness, and her work ethic. I hope she knew that. And I want you all to know that too.

Goodbye Peggy. We will do our best to keep improving the building and Town you loved.

Upcoming Select Board Dates of Interest

June 18-20, 2024: Second Floor Cubicle Project (Land Use Offices Closed)

June 19, 2024: Juneteenth Holiday (Town Hall Closed)

June 25, 2024: Select Board Meeting

July 3-7, 2024: TA Vacation (out of state)

July 4, 2024: Independence Day Holiday (Town Hall Closed)

July 9, 2024: Select Board Meeting

July 23, 2024: Select Board Meeting

Draft Agenda Review (attached)



EMPLOYEE EXPENSE REIMBURSEMENT POLICY AND PROCEDURES

Purpose

To establish a policy that sets out procedures for a uniform method for approval, payment and accounting of reimbursements to employees for legitimate business- related expenses.

Scope

This policy covers all employees, elected officials, and appointed officials of the Town of Carlisle. The term employee will be used throughout the policy for all covered under the policy.

Procedures

Town employees are encouraged to identify and have the Town prepay all expenses (e.g., plane tickets, hotel accommodations, conference fees). In addition, Town employees are encouraged to have expenses (e.g., office supplies) directly billed to the Town. The Town has accounts set up with multiple vendors to minimize out of pocket expenses incurred by employees.

Employees are expected to secure approval from their department manager and/or the Superintendent of Schools for school employees or the Town Administrator for town employees prior to incurring business-related reimbursable expenses.

For certain town non-union employees, they may receive approval to use their discretion before incurring business-related expenses and may not be required by management to secure pre-approval for each expense. These approvals must be made in writing by the Town Administrator for town employees and be filed with the Town Accountant's Office.

1. Procedures for requesting and receiving reimbursement are as follows:
 - a) The employee completes the employee expense reimbursement form
 - Name: Enter your name
 - Occurrence Date: Enter the date(s) when the expenses were incurred.
 - Purpose: Enter purpose for incurring expense.
 - Expenses: Complete the expense portion of the form. (Refer to the "Covered Expenses" portion of this policy, for reimbursement specifics).

- Mileage: Complete this section by listing the total business-related mileage; Cents/Mile IRS/ Union Agreement allowable amount multiply the number of miles times the cents per mile to equal total amount due.
- b) The employee attaches all original receipts to the employee expense reimbursement form. When an employee pays by personal check, a copy of the canceled check must also be attached to the reimbursement form. When the employee uses his/her credit card, the customer has a copy of the credit card receipt and a copy of the credit card statement showing the charge must also accompany the employee expense reimbursement form.
 - c) Employee signs and dates the employee expense reimbursement form and submits it to department manager or assigned representative for approval. Reimbursement requests must be submitted no later than one month after the expenses have been incurred.
 - d) The department manager reviews the employee expense reimbursement form and the attachments to ensure that the expenses are business-related and fall within the policies set forth by the Town prior to signing the form. If questionable expenses are included on the form, the department manager should ask the employee for clarification, gaining mutual agreement whether the expense falls within the Town definition or reasonable, reimbursable expenses. Approval is deemed given once the department manager signs and dates the form.
 - e) The department manager submits the employee expense reimbursement form to the town accountant with the Schedule of Bills Payable so that the employee can receive reimbursement of the business-related expenses in a timely manner.

The following expenses are considered reasonable employee reimbursable expenses:

a) Business Mileage

Mileage incurred with a personal vehicle as part of business travel from town offices to an outside destination. Travel must be listed from the town offices, not from the person's home. If the person is traveling from their home to an outside business location, only the mileage incurred more than their normal commute to the town office is reimbursable. Reimbursement will be made for the actual business travel at the current IRS rate per mile or the amount set in the collective bargaining agreement of your union. Employees must log their origination point and destination point on the reimbursement form.

b) In-State Travel expenses

Employees will be reimbursed for in-state travel related expenses only when the travel has been approved in advance by the department manager.

c) Out-of-State Travel expenses

All out-of-state travel must be approved in advance by the Town Administrator or the Superintendent of Schools.

d) Business travel requiring overnight accommodations

The Superintendent of Schools must give prior approval to school employees and the Town Administrator for town employees before any travel outside of the normal business area is incurred. Expenses incurred for hotel/motel/etc. accommodations whenever overnight travel is required will be reimbursed for actual expenses incurred. Employees are expected to stay at "average rate" facilities utilizing a conference rate or a group rate when available. Employees will not be reimbursed for "wet bar" expenses incurred in their room. An itemized hotel/motel receipt is required as documentation for all overnight accommodation reimbursement requests.

e) Air Transportation

Employees are expected to secure the lowest available fares for airplane, train, or other vehicle transportation. Airplane travel should be at economy, coach, or other lower travel rates. The employee will be reimbursed for actual out-of-pocket expense and receipts must be attached to the expense reimbursement form. Airport parking and/or shuttle fees are reimbursable if receipts are submitted.

f) Rental Cars

Employees are expected to use the most reasonable transportation services available to them. Rental cars should be limited to mid-class or smaller vehicles, unless the number of persons attending requires a larger vehicle. Receipts must be attached to the employee reimbursement form.

g) Business Meals, luncheons

The Town will reimburse employees for approved business meals. Approval must be received by the department manager for in-state travel and by the Superintendent of Schools for school employees and the Town Administrator for town employees for out-of-state travel. Reimbursement will not be made for alcoholic beverages. Employees are expected to limit meals to a reasonable expense amount and should not include "high priced specialty meals." Reimbursement will be based on actual expense incurred but not to exceed \$65-70 per day or the amount set in the collective bargaining agreement of your union. Employees are expected to use reasonable discretion in their selection of menu items, whether via room service or in other dining facilities. Itemized receipts must be attached to the expense reimbursement form.

h) Business and Office Supplies

The employee must have the department manager's approval to incur expenses of this nature BEFORE any expenses are incurred. Itemized receipts must be attached to the employee expense reimbursement form for all purchases of this nature. The Town has accounts at a variety of businesses and office supply vendors and encourages staff to use these vendors first, if possible.

i) Training

Approved training that is not prepaid by the Town will be considered a reimbursable business expense. Receipts must be attached to the employee expense reimbursement form.

j) Postage

Special postal services or delivery services not available in the Town or which require immediate off site service that is business-related will be reimbursed to the employee. Receipts must be attached to the employee expense reimbursement form.

k) Business-Related Expenses for Other Miscellaneous Items

From time to time other business-related expenses may be incurred that are not listed in this policy, such as parking, road tolls or fees, use of rental equipment, or use of a taxi service. The employee must secure prior approval from his/her department manager before incurring such an expense. The employee will be reimbursed for actual business-related expenses. Receipts must be attached to the employee expense reimbursement form.

2. Non Reimbursable Expenses

The following expenditures incurred by an employee in the course and scope of their duties shall not be reimbursed:

- a. Massachusetts sales tax
- b. Alcoholic beverages including liquor, beer and wine
- c. Flowers and gifts for employees or others
- d. Gift Cards
- e. Charitable contributions
- f. Political contributions
- g. The personal portion of any trip
- h. Family expenses, including those of a partner when accompanying employee on Town business, child or pet care
- i. Entertainment expenses, including theatre, shows, movies, sporting events, sightseeing tours, golf, spa treatments, etc.
- j. Non-mileage personal automobile expenses including repairs, insurance, gasoline, traffic citations
- k. Personal losses incurred while on Town business
- l. Expenses paid for by any other organization
- m. Valet services

- n. Mileage while traveling as a passenger in a privately owned car
- o. Personal travel insurance
- p. Medical or hospital expenses
- q. Theft, loss or damage to personal property while on Town business
- r. Personal toilet articles, postage, reading material, personal telephone calls while on Town business

3. Employee Misconduct

Disciplinary or corrective action should be taken whenever it is determined that an employee falsified an employee expense reimbursement form or failed to pay their bill after the Town reimbursement.

When it has been determined that an employee has knowingly and purposefully falsified an employee expense reimbursement form, the Town may take disciplinary action up to and including termination.

If the employee has violated a local, state or federal law, proper authorities will be contacted.

4. Exceptions to Policy

Exceptions to this policy may be approved by the Town Administrator or the Superintendent of Schools. Exceptions should be made in writing and attached to the employee expense reimbursement form.

EFFECTIVE DATE

This policy was adopted in May 2024



CREDIT CARD PURCHASE POLICY

PURPOSE

The purpose of this Policy is to establish guidelines and procedures for the use of Town of Carlisle issued Credit Cards for Town purchases. Credit cards can be used to procure online goods, services, including pre-approved business travel expenses generated while engaged in job related activities away from the regular place of employment only when other means of procurement is not possible such as invoicing and payment through normal Accounts Payable process. Credit cards cannot be used for personal use, cash advances, (ATM or bank tellers), gift cards, legal services, alcohol purchases, entertainment or merchandise credit. This policy is not meant to circumvent the normal purchasing process where vendors bill the Town. If you are using your own personal credit card, please reference the Employee Expense Reimbursement Policy and Procedures.

APPLICABILITY

This policy applies to all departments of the Town of Carlisle.

USE OF PROCUREMENT CREDIT CARD

Town Credit Cards are to be used for Town purchases only. The only authorized holders of a Town of Carlisle Credit Card are the Town Administrator and the Superintendent of Schools. The card will be issued to any new Town Administrator or Superintendent shortly after hire and will be terminated immediately upon separation from service.

Town Credit Cards shall not be used for personal purchases of any kind. Use of Town Credit Cards for personal purchases or expenses with the intention of reimbursing the Town is prohibited and violators will be subject to disciplinary action including possible dismissal.

PLEASE REMEMBER THAT YOU ARE COMMITTING TOWN FUNDS EACH TIME YOU USE THE CREDIT CARD. The actual card holders are the person responsible for all charges made on the card. Misuse or fraudulent abuse may result in disciplinary action up to and including dismissal. Purchases may not exceed transaction limits assigned to the Credit Card without preapproval from the Town Administrator. It is your responsibility to know your funding limitations and restrictions.

Cardholders are responsible for the security of the card. When a Town Credit Card is received, it must be immediately signed and kept secure. Although the card is in the Card Holders name, it is the property of the Town and is only to be used for Town purchases. The card will have no impact on your personal credit.

Any incentive program benefits derived from use of the Town Credit Card shall be the property of the Town. The Town Administrator or School Superintendent will determine the use of any such incentive

program benefits.

Card holders shall sign the attached Cardholder Agreement as shown in Appendix A.

SALES TAX

Items purchased by municipalities are exempt from Massachusetts sales tax. It is the card holder's responsibility to notify the merchant that the Town of Carlisle is tax exempt. A copy of the tax exempt certificate is available through the Treasurer's office if necessary. The only taxes which will be paid is Hotel tax, Meals tax, Local tax, and Out of State tax.

RECEIPTS FOR ALL ITEMS YOU PURCHASE

Purchases are initiated using Town Credit Cards. Purchases must be within the budget and for an appropriate purpose. Detailed receipts are required for all purchases. Card Holders must submit the detail and signed receipts to the Accounting Office for payment, coded with the budgetary line item allocation. The accounting office may also initiate this payment process online.

All purchase made with the Credit Card must be paid for within the grace period so that no interest charges or penalties will accrue.

Lack of processing the necessary transaction into the Accounting Office or lack of proper documentation or authorizations may result in loss of Credit Card privileges and/or personal liability.

It is the responsibility of the Accounting Office to immediately query Department Heads if there is any suspected fraudulent activity on Town Credit Cards. It is essential that times and documentation requirements established by the credit card issuer be followed to protect the Town's rights in a dispute.

RETURNS

If a return or exchange is required, Department Heads shall verify that proper credit was received from the vendor and submit the appropriate paperwork to the Accounting Office to accompany the billing statement. In no case shall a cardholder accept cash in exchange for a returned item.

LOST OR STOLEN CARDS

Town Credit Cards must be secured. If a card is lost or stolen, contact ~~Treasurer's~~ the Accounting Office immediately.

Upon notifying the Accounting Office, the card will be immediately deactivated. If the card is reported lost or stolen and is later used, the merchant will decline. Prompt action in these circumstances is particularly important to reduce Carlisle's liability for fraudulent charges.

EFFECTIVE DATE

This policy was adopted in May 2024.



**TOWN OF CARLISLE
CREDIT CARD POLICY CARDHOLDER AGREEMENT**

I have read and understand the Credit Card Policy for the Town of Carlisle in conjunction with the Town's Employee Expense Reimbursement Policy and Procedures. I understand that the Town of Carlisle is liable to the financial institution for all charges made by me, as well as charges incurred by my designee(s).

I agree to accept responsibility for the protection and proper use of the credit card while it is in my possession. I understand that I am responsible for retaining all receipts for processing to the Accounting Office and that failure to provide receipts may result in a payroll withholding. I understand that I CAN NOT use the credit card for personal use even if the intent is to reimburse the Town.

I understand that any violations of this policy will result in disciplinary action. I understand that disciplinary action may result in TERMINATION of my employment with the Town.

Should I fail to use this credit card properly, I authorize the Town of Carlisle to deduct an amount equal to the discrepancy from my next payroll check. I also agree to allow the Town of Carlisle to collect any amounts owed by me even if the Town no longer employs me. If the Town initiates legal proceedings to recover amounts owed by me under this Agreement, I agree to pay all reasonable legal fees incurred by the Town in such proceedings.

I understand the Town may terminate my rights to use my credit card at any time for any reason. I agree to return the credit card to the Accountant immediately upon request or upon termination of employment.

Cardholder Name (print)

Cardholder Signature



CREDIT CARD SIGN OUT SHEET CARDHOLDER AGREEMENT

Name of Employee: _____

Department: _____

Purpose of Request: _____

By signing this Agreement, you acknowledge that you have requested the sign out of a Town of Carlisle Credit Card and agree to comply with the following terms and conditions:

1. The credit card is provided to you based upon your need to purchase business-related goods and services in the course of your employment with the Town. The Town may revoke this card at any time, and for any reason.
2. The credit card is for business related purchases only. Any use of this card for purchases of a personal nature is strictly prohibited.
3. You are the only person entitled to use this card, and you are responsible for all charges made against it.
4. Any unauthorized use of this card will be considered an improper use of Town funds and will be subject to appropriate disciplinary action, up to and including termination.
5. This card must be used in accordance with all Town policies, procedures and guidelines which may from time to time be issued and amended.
6. You agree to return the card upon completion of your purchase along with appropriate documentation, including itemized receipts.
7. This card must be returned to its designated secure place immediately upon request and, in any event, upon your resignation, retirement or dismissal, at which time no further use of this card will be authorized.

As the holder of this card, you are responsible for its protection and safekeeping. If this card is lost or stolen, you are required to contact the Accounting Office immediately

Signature of Card Requester: _____

Date: _____

Town Administrator Signature: _____

Date: _____



SELECT BOARD
TUESDAY, JUNE 25TH, 2024
AT 6:30 P.M.
**COMMUNITY ROOM, ROBBINS BUILDING
CARLISLE PUBLIC SCHOOL
83 SCHOOL ST. CARLISLE, MA 01741**

HYBRID MEETING

AGENDA

TIME	PURPOSE
6:30 p.m.	Executive Session – Union Negotiation Goals (Dispatch) ADD UNION LANGUAGE
7:00 p.m.	1. Community Input
7:05 p.m.	2. Appointments and Resignations
7:15 p.m.	3. Pole Petition – South Street (ADD LANGUAGE)
7:30 p.m.	4. Road Maintenance Hearing
8:30 p.m.	5. End of Year Transfers with FinCom
8:45 p.m.	6. Climate Leader Discussion with FinCom (vote)
9:30 p.m.	7. Financial Policies <ul style="list-style-type: none">• Employee Reimbursement• Credit Card Policy
9:30 p.m.	8. TA Report
9:40 p.m.	9. Cemetery Deeds
9:45 p.m.	10. Minutes and Warrants
9:50 p.m.	11. Liaison Reports
9:55 p.m.	12. Community Input
	Adjourn

* The meeting agenda lists all topics reasonably anticipated by the Chair at the time of posting. Agenda times are approximate, and items may be taken up out of order to facilitate the use of time.

Join Zoom Meeting

<https://us02web.zoom.us/j/84990083402?pwd=QkZlc0p4aGNyMFZvYi9kZnR1a1NBZz09>



Meeting ID: 849 9008 3402

Passcode: 067169

One tap mobile

+16469313860,,84990083402#,,,,*067169# US

+19292056099,,84990083402#,,,,*067169# US (New York)

GRANT AGREEMENT

This Grant Agreement is being entered into as of this ____ day of June 2024, by and between Andrew and Melissa McMorrow, of Carlisle, Massachusetts (the “Donors”), and the Town of Carlisle, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts (the “Town”).

RECITALS:

WHEREAS, the Town is now undertaking a project to build a dog park located at Banta Davis Field in Carlisle, MA (the “Dog Park”); and

WHEREAS, the Donors understand the importance of having a dedicated space in Carlisle, MA for dogs to recreate; and

WHEREAS, the Donors have decided to contribute to the Town an aggregate of \$20,000 to defray the cost of building the Dog Park (the “Contribution”); and

WHEREAS, in consideration for such contribution, the Town has agreed to install a placard at the Dog Park to recognize its appreciation of the Donors’ Contribution;

NOW, THEREFORE, the parties to this Grant Agreement agree that the following is set forth to govern their rights and obligations:

1. The Donors shall contribute to the Town cash totaling twenty thousand dollars (\$20,000), all for the purpose of building the Dog Park in accordance with the currently approved plans (“Proposal”), which shall be paid within fourteen (14) days after the execution of this Agreement (the “Grant”). The Grant funds will be segregated, and accounted for separately, by the Town.
2. During the useful life of the facilities that comprise the Dog Park, it is agreed that the Town will, in a reasonable time period following completion of the Dog Park, install a placard of appropriate size and in an appropriate location stating “in appreciation for the important role that dogs play in our lives”, and mention, along with the other funding sources, “The McMorrow Family” in such manner and style to be mutually approved by the Recreation Commission and Donors in advance of installation.
3. In the event the Town abandons its project to build the Dog Park substantially as set forth in its Proposal, it shall notify the Donors as soon as practicable and, in such event, the Town shall apply any unexpended Grant funds toward such one or more other recreation purposes or initiatives of the Town, as approved by the Town of Carlisle Recreation Commission.
4. The Town agrees to provide in a timely manner the acknowledgement to Donors of their contribution as the Donors may need for tax purposes.
5. No grant monies will be used to support or oppose candidates for public office; to carry on propaganda or otherwise attempt to influence legislation; or to carry on, directly or indirectly, any voter registration drive.

6. The terms of this Agreement are final and binding on all parties, including their respective successors, assigns, executors and personal representatives. This instrument contains the entire agreement of the parties with respect to the subject matter contained herein. This Agreement may be modified or waived only by the mutual written consent of the Donors and the Town.
7. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.
8. This Agreement sets forth completely the conditions and purposes of the grant contemplated herein and it shall be binding upon the parties hereto, as well as their successors and assigns, unless and until the provisions hereof shall be modified, in writing, in accordance with Paragraph 6 above.

DONORS

Andrew McMorrow

Melissa McMorrow

TOWN OF CARLISLE, by and through its Select Board
