

Town of Carlisle Community Preservation Committee
Grant Agreement
with the
Town of Carlisle Affordable Housing Trust

GRANT AGREEMENT #: 2015-1

RECIPIENT: Town of Carlisle Affordable Housing Trust

PROJECT NAME: Community Housing Development Fund

GRANT AMOUNT: \$50,000, from the Community Housing Reserve Fund

GRANT TERM: 3 years, commencing upon execution of Grant Agreement

PROJECT DESCRIPTION: To provide community education and to support planning efforts related to a proactive response to Chapter 40B, to support the development of Community Housing by identifying, analyzing, and possibly securing options to purchase property or properties, yet to be determined, for possible future acquisition by the Town of Carlisle, including but not limited to legal, environmental and due diligence costs, and by providing support to developers of Community Housing projects deemed to be consistent with local needs.

PROJECT LOCATION: Town of Carlisle

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER:

PROJECT SPONSOR(S) (IF DIFFERENT FROM RECIPIENT):

This Grant Agreement made this _____ day of _____, 2015 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 the Town of Carlisle Affordable Housing Trust (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:

Fifty Thousand US Dollars (US\$50,000.00) to provide community education and to support planning efforts related to a proactive response to Chapter 40B, to support the development of Community Housing by identifying, analyzing, and possibly securing options to purchase property or properties, yet to be determined, for possible future acquisition by the Town of Carlisle, including but not limited to legal, environmental and due diligence costs, and by providing support to developers of Community Housing projects deemed to be consistent with local needs.

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 Fifty Thousand US Dollars (US\$50,000.00) from the Community Housing Reserve Fund, for the Project for the purposes as set forth herein.
2. **Project Application**. The Recipient’s Project Application is superseded by this Grant Agreement.
3. **Term**. The term of this Grant Award is three years from July 1, 2015, unless the CPC grants an extension for good cause shown. Funds not utilized on the Project must be returned to the Community Housing Reserve Fund and will be made available for future appropriation to this or other recipients.
4. **Project Description**. Provide community education and support planning efforts related to a proactive response to Chapter 40B, to support the development of

Community Housing by identifying, analyzing, and possibly securing options to purchase property or properties, yet to be determined, for possible future acquisition by the Town of Carlisle, including but not limited to legal, environmental and due diligence costs, and by providing support to developers of Community Housing projects deemed to be consistent with local needs.

5. Conditions. Funds appropriated pursuant to this grant shall not be expended on any of the following properties: the Banta-Davis Land, Benfield Parcel A, 338 Bedford Road, and the Conant Land.
6. Reporting. The Recipient shall provide the CPC with an annual Project Status Report, which shall be due on the last day of December each year. A Project Closeout Report identifying community education and planning activities and any property or properties investigated, analyzed or held through an option to purchase, and the potential use(s) for Community Housing on said property or properties is due within 60 days after the end of the term of the Grant. The Project Closeout Report shall also include an itemized tally of all funds expended pursuant to this grant.
7. 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.
8. 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.
9. 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.
10. Community Preservation Act Awareness. Recipient agrees to identify, in its written and online materials about the Project, including press releases, brochures, etc., that community education and planning efforts funded pursuant to this grant were funded through the Town of Carlisle Community Preservation Act.
11. 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: Town of 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 of Carlisle, Town Administrator
66 Westford Street, Carlisle, MA 01741

12. 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.
13. No Other Agreement. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the Town of Carlisle Community Preservation Committee and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of the Recipient.

RECIPIENT
TOWN OF CARLISLE AFFORDABLE HOUSING TRUST
By its Chair, Vanessa Hunnibell Moroney

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