

Town of Carlisle Community Preservation Committee  
Grant Agreement  
with  
Concord Carlisle at Play, Inc.

GRANT AGREEMENT #: 2015-2

RECIPIENT: Concord Carlisle at Play, Inc. ("CCAP")

PROJECT NAME: Recreational Facilities at Concord-Carlisle Regional High School ("CCHS")

GRANT AMOUNT: \$400,000, of which \$350,000 is available for Phase 2 and \$50,000 is available for Phase 3, the first \$100,000 of the Grant from the Open Space Reserve Fund and the remaining \$300,000 of the Grant from the Undesignated Reserve Fund.

GRANT TERM: 3 years, commencing July 1, 2015

PROJECT DESCRIPTION: Phases 2 and 3 of a three-phase project to renovate and rehabilitate the recreational facilities at CCHS:

Phase 2 – Renovation of the JV Softball and JV Baseball diamonds including backstops and fencing, construction of a new synthetic turf field (not including the purchase of the turf itself) including lighting and scoreboard, and construction of related walkways, access drives, and accessible pathways.

Phase 3 – Construction of an amphitheater, a new 310'x270' grass playing field, a backboard for lacrosse and soccer, and related accessible pathways.

PROJECT LOCATION: Concord-Carlisle Regional High School, Concord, MA

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 (hereinafter referred to as the “TOWN”), acting by and through its Community Preservation Committee (hereinafter referred to as the “CPC”), and Concord Carlisle at Play, Inc. (hereinafter referred to as the “RECIPIENT” or “CCAP”), with an address of 33 Bradford Street, Concord, MA 01742. The purpose of this Grant Agreement is to implement following grant award:

Four Hundred Thousand US Dollars (US\$400,000.00), of which Three Hundred Fifty Thousand US Dollars (US\$350,000.00) is available for Phase 2 for the renovation of the JV Softball and JV Baseball diamonds including backstops and fencing, construction of a new synthetic turf field (not including the purchase of the turf itself) including lighting and scoreboard, and construction of related walkways, access drives, and accessible pathways; and Fifty Thousand US Dollars (US\$50,000.00) is available for Phase 3 for the construction of an amphitheater, a new 310’x270’ grass playing field, a backboard for lacrosse and soccer, and related accessible pathways.

***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 Four Hundred Thousand US Dollars (US\$400,000.00), the first One Hundred Thousand US Dollars (US\$100,000.00) of the Grant from the Open Space Reserve Fund and the remaining Three Hundred Thousand US Dollars (US\$300,000.00) of the Grant from the Undesignated Reserve Fund, for the Project for the purposes as set forth herein.
2. **Project Application**. The Recipient’s Project Application, as may be amended by agreement with the CPC upon award, is incorporated into this Grant Agreement by reference.
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 each

Project Phase must be returned in the proportion that they were used to make up the budget of said Project Phase, must be returned to the Undesignated Reserve Fund, and will be made available for future appropriation to this or other recipients.

4. Project Description. Phases 2 and 3 of a three-phase project to renovate and rehabilitate the recreational facilities at CCHS:

Phase 2 – Renovation of the JV Softball and JV Baseball diamonds including backstops and fencing, construction of a new synthetic turf field (not including the purchase of the turf itself) including lighting and scoreboard, and construction of related walkways, access drives, and accessible pathways.

Phase 3 – Construction of an amphitheater, a new 310'x270' grass playing field, a backboard for lacrosse and soccer, and related accessible pathways.

5. Conditions. Funds appropriated pursuant to this grant shall not be expended until the Applicant submits to the CPC a signed use agreement among the Towns of Concord and Carlisle and the Concord-Carlisle Regional School District allowing the communities access to and use of the playing fields, tennis courts and other outdoor recreational facilities on the CCHS campus (excluding the existing upper turf fields) when not in use by the school.
6. 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.
7. Disbursement of Funds. The Recipient hereby acknowledges and expressly agrees that funds pursuant to this grant will be disbursed upon provision by the Recipient of third party invoices for work completed on the Project.
8. Reporting. The Recipient shall provide the CPC with a Project Status Report for each Phase of the Project including: 1. An accounting of CPC funds expended on the Project relative to total Project expenditures (by source of funds) to date 2. An accounting of Project expenditures to date relative to the Project Budget. The Project Status Report shall be due on the first day of October and April until the Project Phase is complete. A Project Closeout Report, including digital photo documentation of the Project where appropriate, is due within 60 days after the Completion Date. The Project Closeout Report shall be to the satisfaction of the CPC, which approval shall not be unreasonably withheld.

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.

9. 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.
10. 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.
11. 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.
12. 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.
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 in part through the Town of Carlisle's Community Preservation Act Program. Recipient shall also identify that the Project was funded in part through the Town of Carlisle Community Preservation Act in its written materials about the Project, including websites, 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 in part through the Town of Carlisle's Community Preservation Act program.
14. No Assignment. This Grant Agreement may not be assigned by Recipient without prior written agreement by the CPC.
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: Concord Carlisle at Play, Inc.  
33 Bradford Street, Concord, MA 01742

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

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. 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 and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of the Recipient.

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RECIPIENT  
CA AT PLAY, INC.  
By its Treasurer, Andrew McMorrow

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