

Town of Carlisle  
Community Preservation Committee Grant Agreement

RECIPIENT: Town of Carlisle

PROJECT NAME: Funding for Purchase for conservation of two lots at 767 Bedford Road

GRANT AGREEMENT #: 2017-008

PROJECT DESCRIPTION: This project seeks to purchase for permanent protection approximately 6 acres subdivided from a 14.2-acre parcel (10-3-B), comprising the majority of a farm field plus woodlands and wildlife habitat, preserving agricultural fields and allowing the restoration of a vista along one of the heavily traveled secondary roads in Carlisle. The project will provide permanent public access to the property consistent with its continued use for agriculture, including the grazing of farm animals, and will offer the Town the opportunity to improve sightlines at a dangerous stretch of Maple Street by clearing roadside trees and brush along the Maple Street frontage of the two lots. This application is requesting \$500,000 in CPA funds for the Town of Carlisle towards the acquisition of the property at a price established through two Purchase and Sale Agreements between the owner of the lots and a home builder, offered to the Town for purchase under the right-of-first-refusal provisions of Chapter 61A. The Town's purchase of the two lots is tied to a Memorandum of Understanding between the Town and the owners and prospective developer of the adjacent 44.93-acre Woodward/Doutriaux property (Lot 10-4-X) to complete the preservation of the farm field plus additional woodlands, wetlands and wildlife habitat abutting Great Meadows National Wildlife Refuge (GMNWR).

PROJECT LOCATION: 767 Bedford Road, Carlisle, MA

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER:

October 18, 2017, Article 2

PROJECT SPONSOR(S) (IF DIFFERENT FROM RECIPIENT): co-sponsors of application submitted by the Carlisle Board of Selectmen: Carlisle Conservation Commission and Carlisle Conservation Foundation

**This Grant Agreement** made this      day of                      , 2017 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 the Town of Carlisle (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:

Five Hundred Thousand US Dollars (US \$500,000.00) toward the purchase of two lots shown on a Plan of Land in Carlisle Massachusetts for Woodward, by Stamski & McNary, Inc, dated December 1, 2015, Revised January 8, 2016, totaling approximately 6 acres with frontage on Maple Street, Carlisle.

**Witnesseth**

**Whereas**, the CPC received an application for a grant of funds for purposes consistent with the Community Preservation Act, *M.G.L. c. 44B* and 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 Special Town Meeting; and

**Whereas**, the above referenced Special 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 Five Hundred Thousand US Dollars (US \$500,000.00) (\$376,500 from the budget reserve and \$123,500 from the Undesignated Fund), for the Project for the purposes as set forth herein.
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 is one year from date of execution of the Grant Agreement, unless the CPC grants an extension for good cause shown. Funds not utilized on the Project must be returned to the Undesignated Fund and will be made available for future appropriation to this or other recipients.
4. **Project Description**. This project seeks to purchase for permanent protection approximately 6 acres subdivided from a 14.2-acre parcel (10-3-B), comprising the majority of a farm field plus woodlands and wildlife habitat, preserving agricultural fields and allowing the restoration of a vista along one of the heavily traveled secondary roads in Carlisle. The project will provide permanent public access to the property consistent with its continued use for agriculture, including the grazing of farm animals, and will offer the Town the opportunity to improve sightlines at a dangerous stretch of Maple Street by clearing roadside trees and brush along the Maple Street frontage of the two lots. This application is requesting \$500,000 in CPA funds for the Town of Carlisle towards the acquisition of the property at a price established through two Purchase and Sale Agreements between the

owner of the lots and a home builder, offered to the Town for purchase under the right-of-first-refusal provisions of Chapter 61A. The Town's purchase of the two lots is tied to a Memorandum of Understanding between the Town and the owners and prospective developer of the adjacent 44.93-acre Woodward/Doutriaux property (Lot 10-4-X) to complete the preservation of the farm field plus additional woodlands, wetlands and wildlife habitat abutting Great Meadows National Wildlife Refuge (GMNWR).

5. Conditions. These funds are to be expended to complete the purchase by the Town of the two lots conditional on the payment at or prior to Closing of the \$250,000 balance of the \$750,000 purchase price by the Carlisle Conservation Foundation.
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 grant funds will be disbursed solely for the purchase of the two lots.
8. Reporting. The Recipient shall provide the CPC with a Project Closeout Report.
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. Recipient shall identify that the Project was funded through the Town of Carlisle Community Preservation Act in its written and online materials about the Project, including but not limited to 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.

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:                    Luke Ascolillo, Chair

Carlisle Board of Selectmen  
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

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.

RECIPIENT

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RECIPIENT  
TOWN OF CARLISLE  
By its Town Administrator, Timothy Goddard

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

EXHIBIT A  
COMMUNITY PRESERVATION ACT  
GRANT AWARD

RECIPIENT: Town of Carlisle

AMOUNT OF GRANT: \$500,000

**PROJECT DESCRIPTION:** This project seeks to purchase for permanent protection approximately 6 acres subdivided from a 14.2-acre parcel (10-3-B), comprising the majority of a farm field plus woodlands and wildlife habitat, preserving agricultural fields and allowing the restoration of a vista along one of the heavily traveled secondary roads in Carlisle. The project will provide permanent public access to the property consistent with its continued use for agriculture, including the grazing of farm animals, and will offer the Town the opportunity to improve sightlines at a dangerous stretch of Maple Street by clearing roadside trees and brush along the Maple Street frontage of the two lots. This application is requesting \$500,000 in CPA funds for the Town of Carlisle towards the acquisition of the property at a price established through two Purchase and Sale Agreements between the owner of the lots and a home builder, offered to the Town for purchase under the right-of-first-refusal provisions of Chapter 61A. The Town's purchase of the two lots is tied to a Memorandum of Understanding between the Town and the owners and prospective developer of the adjacent 44.93-acre Woodward/Doutriaux property (Lot 10-4-X) to complete the preservation of the farm field plus additional woodlands, wetlands and wildlife habitat abutting Great Meadows National Wildlife Refuge (GMNWR).

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