



TOWN OF WAREHAM
54 Marion Rd, Wareham, MA 02571

COMMUNITY PRESERVATION ACT GRANT AGREEMENT

This Grant Agreement is made this [redacted] day of [redacted], 20XX, by and between the Town of Wareham, through its Community Preservation Committee (hereinafter "CPC") with an address of Town Hall, 54 Marion Road, Wareham MA 02571 and [recipient] (hereinafter "Recipient"). The purpose of this Grant Agreement is to implement the following grant award:

- Recipient:
- Recipient Address:
- Recipient Email:
- Recipient Phone:
- Project Name:
- Project Description:
- Project Location:
- Project Sponsor(s) (if different from Recipient):
- Town Meeting Date:
- Warrant Article #:
- CPA Grant Amount:

RECITALS

Whereas, the CPC invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, Mass. Gen. Laws c. 44B (the "CPA"); and,

Whereas, in response thereto, a proposal was submitted for funding (the "Grant Application") on [Date] consistent with the purposes described above; and,

Whereas, the CPC reviewed the Grant Application, and on [Date], recommended that funding for the Grant Application be submitted as an Article for approval at the above-mentioned Town Meeting; and,

Whereas, the above referenced Town Meeting thereafter appropriated the funds recommended by the CPC pursuant to the above referenced Warrant Article authorized the CPC to enter into a grant agreement with the Recipient for the purposes set forth in the Project; and

Now, therefore, the Parties agree as follows:

1. Award:

Subject to the terms of this Agreement, the CPC agrees to award the Recipient the amount of [spell out in words and numbers] for the above referenced Project from the [Historic Preservation/Open Space /Affordable Housing] Reserve Fund or Undesignated monies available in the Community Preservation Act Fund, under the Category of [Historic Preservation/Open Space/Recreation/Affordable Housing].

2. Grant Application:

The Grant Application submitted to the CPC, 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 shall be no longer than two (2) years from the date of the Town of Wareham's execution of this Grant Agreement (the "Commencement Date.") unless otherwise agreed upon by the Parties by a subsequent written amendment to this Agreement. All of the work described in this Grant Agreement must be completed no later than two (2) years after the Commencement Date (the "Completion Date"), unless the CPC grants an extension for good cause shown. Funds not utilized for the Project purposes approved cannot be assigned to project costs beyond the scope of this Grant and must be returned to the Community Preservation Fund Reserve.

4. Budget; Other Sources of Funding:

The Recipient must submit an updated 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 or be reimbursed for any invoices submitted to the CPC for project work unless sufficient sources of funding have been secured to complete the Work and the funding sources confirmations and the Project Budget has been approved by the CPC.

5. Reports: Project Status Report (Appendix A - Sample)

Every six months (April & October) until the Completion Date, the Recipient will be notified and shall provide the CPC with a written Project Status Report update on the progress toward completion of the Work. A Final Project Status Report, including digital photo documentation of the Project where appropriate, is due within 30 days after the Completion Date. The Final 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 Wareham and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.

Project Status Reports shall be submitted as of the dates required to:

- Email: www.cpc@wareham.ma.us

OR

- Mail:
Town of Wareham – Town Hall
Attn: CPC
54 Marion Road
Wareham, MA 02571

6. 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, in whole or in part, shall be bound by a restriction, recorded as a separate instrument, that meets the requirements of M.G.L. c. 184 § 31-33, 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.

- Open Space and Outdoor Recreation Projects: Conservation Restriction - Approved by the MA Executive Office of Energy and Environmental Affairs (EEA)
- Community Housing Projects: Affordable Housing Restriction - Approved by the MA Dept. of Housing and Community Development (DHCD)
- Open Space Agricultural Projects: Agricultural Conservation Restriction - Approved by the MA Dept. of Agricultural Resources (DAR)
- Historic Projects: Historic Preservation Restriction - Approved by the Massachusetts Historical Commission (MHC)

All costs and fees incurred for the application, execution, and recording of such deed restriction shall be borne by the Recipient.

Final Completion for the purposes of this Agreement and the exhibits attached hereto shall include the execution and recording of any deed restriction imposed pursuant to this Agreement, with submission of the Restriction Book #, Page #, and Recorded Date to the CPC to complete the Commonwealth of Massachusetts CP-3 Report. This Section 6 shall survive termination of this Agreement.

7. Compliance with Laws and Agreement:

Recipient understands and agrees that projects funded through this Grant 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. Recipient must follow all the Town of Wareham's procurement procedures. Failure to meet the terms and requirement set forth in the CPC Grant Agreement may affect the Recipient's eligibility for future projects.

8. 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.

9. Release of Liability:

By making this award, the Town does not accept any Liability whatsoever for any acts, omissions or errors associated with the Project. The Recipient hereby waives, releases, and discharges the Town, any of its board or commission members, or any elected official or appointed official or employee of the Town, or their successors in office, from any and all liability, including, but not limited to, liability arising from the negligence or fault of the Recipient and its directors, officers, employees, volunteers, representatives, or agents, for any personal or property injury arising from this Agreement and the implementation of the Project. Recipient agrees to indemnify and defend the Town from all claims, suits or demands, and costs and expenses, including attorney's fees resulting from implementation of the Project. This Section 9 shall survive termination of this Agreement.

10. Community Preservation Act Awareness:

Recipient shall display a temporary CPC-provided banner to identify that the Project is funded through the Town of Wareham's Community Preservation Act program. Upon completion of the Project, Recipient agrees to post, in an appropriate location mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Town of Wareham's Community Preservation Act program. Recipient shall also identify that the Project was funded through the Town of Wareham's Community Preservation Act in its written and online materials about the Project, including but not limited to press releases, brochures, websites and online databases.

11. Assignment:

This Grant Agreement may not be assigned by Recipient without prior written agreement by the Town of Wareham, which shall only be given following (a) submission of required information regarding the entity to which the Recipient proposes the Agreement be assigned on a form provided by the Town, and (b) a further majority vote of the Community Preservation Committee consenting to the Assignment. Requirements for information that must be provided shall be provided by the Town.

Subsequent to the Recipient meeting the aforementioned conditions for assignment, the Assignment shall not be deemed complete and in effect, and Grant funds shall not be disbursed, unless and until the Town has received documentation of the Assignment from the Recipient and a new Grant Agreement has been executed by and between the Town, the CPC and the Recipient.

12. 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 meeting within sixty (60) 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) Following the meeting, the CPC shall issue a written decision setting forth its findings that form the basis of its decision.

The CPC may:

1. vote to continue the Grant Agreement without any further condition; or
2. vote to continue the Grant Agreement with additional conditions; or
3. vote to terminate the Grant Agreement

13. Return of Funds:

a) Upon completion of the Project, the funds remaining in the CPC project balance shall be returned forthwith to the CPC Funds by an Article at Town Meeting without further expenditure thereof.

b) In the event this Grant Agreement is terminated pursuant to the provisions of Section 12 hereof, any funds granted to the recipient under this Grant Agreement and not yet expended shall be returned forthwith to the Community Preservation Committee 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.

14. 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:

[Name]
[Address]
[Address]

If to the CPC:

Town of Wareham – Town Hall
Attn: CPC
54 Marion Road
Wareham, MA 02571

15. 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.

16. Governing Law:

This Agreement and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

17. Entire Agreement:

This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the Town of Wareham and the Recipient.

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

Executed as of the date set forth above:

Recipient Signature

Project Sponsor Signature (if different from Recipient)

Community Preservation Committee, Chairperson

Town Administrator

APPENDIX A
SAMPLE PROJECT STATUS REPORT

SAMPLE PROJECT STATUS REPORT



TOWN OF WAREHAM
54 Marion Rd, Wareham, MA 02571

COMMUNITY PRESERVATION ACT GRANT PROJECT STATUS REPORT

Project Name:	East Side Community Playground Rehabilitation	TM Date/Article #:	Spring 2022 / # 59
Recipient Name:	John Jones, Town Manager	Agreement Date:	6/20/2022
Recipient Email:	jjones@wareham.ma.us	Project Start Date:	7/11/2022
Sponsor Name:	East Side Community Playground Assoc/Kathy Smith, President	Completion Date Estimate:	5/15/2023



REPORT DATE	PROJECT MILESTONES		NOTES
	COMPLETED	REMAINING	
10/12/2022	3 Equipment Bids Rec'd: 6/24/22 Engineering Plan Completed: 7/21/22 Equip. Vendor Contract: 7/28/22 Fence Contract: 8/3/22 Lighting Contract: 8/18/22	Old Playground Equipment Removal Site Prep Work Playground Equipment Installation ADA-compliant Surface & Path Installation Fence & Lighting Installation Clean-up and Landscaping	Project is progressing on target
4/13/2023	Old Equip Removed: 11/1/22 Site Prep Work Completed: 3/10/23 Equipment Installation: 4/7/23 Fence Installation: 4/7/23	ADA-compliant Surface & Path Installation Lighting Installation Clean-up and Landscaping	Surfacing and pathway installation started on 4/12/23
6/8/2023	Surface/Pathways Completed: 4/22/23 Security Lighting Installed: 4/27/23 Clean-up/Landscaping Complete: 5/11/23	Playground Completed and Opened on 5/14/23	Project completed on Time! Project Photos attached.