



TOWN OF CONCORD COMMUNITY PRESERVATION COMMITTEE

141 KEYES ROAD, CONCORD, MA 01742
TEL. (978) 318-3290 FAX (978) 318-3291

June 1, 2015

Tracy Dyke Redmond
Assistant Director of Corporate, Foundation and Government Relations
The Trustees of Reservations
200 High Street
Boston, MA 02110

Dear Ms. Redmond:

We are pleased to confirm that Concord's 2015 Annual Town Meeting approved the recommendation of the Community Preservation Committee (CPC) to appropriate \$74,500 of Community Preservation Act (CPA) funds under the direction of the Town Manager to complete Phase II interior restoration work at the Old Manse, 296 Monument Street. The funding appropriations are contingent upon the Trustees of Reservations meeting the requirements noted in the Grant Agreement. Please see the attached Grant Agreement for further information on any requirements specific to this project.

The Community Preservation Committee appreciates notice when work on a project has commenced and periodic updates, if relevant, concerning the project's progress. The Committee requests that the completion of all CPA funding projects be followed by a written notice to the CPC for its files. This information on the project and its progress assists the Committee to better understand the needs of different types of projects and to further refine the CPA funding process.

Good publicity is also very important to your project. It is exciting for Concord citizens to know where their CPA funds are being spent and essential that the CPA remains strong at the State level. Therefore, the CPC asks that you make every effort to credit the source of this funding in promotional materials by stating **"This project has been generously supported by the Town of Concord Community Preservation Fund."** If possible, please also submit a letter to the Concord Journal detailing how the funds have benefited your project.

All funding recipients are responsible for ensuring that their projects comply with all applicable State and local laws, particularly those involving the procurement of goods and services. Please make sure that you are aware of any such laws before soliciting proposals or bids for this project.

The CPA funds will officially be available for distribution beginning on July 1. However, the Finance Department has requested that applicants wait until after July 15 to request reimbursement. If this is an issue, please let us know as soon as possible so that alternate arrangements can be made.

Thank you for working in partnership with the CPC to make a significant and lasting difference in our town.

Sincerely,

A handwritten signature in dark ink, appearing to be 'P. Mahoney', followed by a long horizontal line extending to the right.

Paul Mahoney, Chair
Community Preservation Committee

CC: Town Manager
Board of Selectmen
Director of Planning and Land Management
Finance Director
Concord Historical Commission

GRANT AGREEMENT

Grant Agreement dated _____, 2015, by and between The Trustees of Reservations, a private non-profit organization duly organized under the laws of the Commonwealth of Massachusetts and having a principal office at Moose Hill Farm, 396 Moose Hill Street, Sharon, Norfolk County, Massachusetts 02067 (the "Grantee"), and the Town of Concord, a municipal corporation with its principal offices at 22 Monument Square, Concord, Middlesex County, Massachusetts 01742, acting by and through its Town Manager (the "Town"):

WHEREAS, the Grantee has sought funding from the Town pursuant to the Community Preservation Act, G.L. c. 44B, to complete the Phase II Interior Restoration of the Old Manse located at 296 Monument Street; and

WHEREAS, at the 2015 Annual Town Meeting the Town voted to appropriate the sum of Seventy Four Thousand Five Hundred Dollars (\$74,500) under Article 30 from the FY16 anticipated fund revenues of the Community Preservation Fund (the "Funds") for that purpose, and authorized the Town Manager to enter into an agreement with the Grantee requiring that said amount may be used solely for the purposes outlined in the application and Town Meeting materials; and

WHEREAS, the Town and the Grantee wish to memorialize herein the terms governing the disbursement of the Funds appropriated by the Town at the 2015 Annual Town Meeting, and the repayment of the Funds with interest in the event that the funds are not used for the project goals as approved for funding by the Town;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties agree as follows:

1. The Grantee agrees that the Funds shall be used solely for Phase II of a three year project to protect and restore the interior of the National Historic Landmark by reducing humidity and ultraviolet light impacts on interior spaces; conserving significant artifacts and furniture; and restoring interior finishes. The Grantee represents that the Project is rehabilitating and restoring a significant historic resource as allowed under the Historic Preservation category and that the Project is therefore fundable under the Community Preservation Act, G.L. c. 44B, § 5(b)(2). The Grantee shall make no other use of the Funds.

2. The Grantee will meet the requirements of the following conditions which are specific to this project and have been previously discussed and agreed upon:

a. That any completed reports and studies acknowledge the support of the Concord Community Preservation Fund for the project.

3. The Grantee agrees to submit a copy of the signed contract or contracts for the work to be completed with CPA funds to the CPC prior to the start of any work.

4. The Grantee agrees to make copies of any drawings or other proposed bid documents available for inspection by the Town at the Town's request. Any documentation procured with the Funds shall be limited to work necessary or appropriate to carry out the Project, and shall be consistent with the rehabilitation and restoration of a significant historic resource for Historic Preservation category use.

5. The Grantee agrees that the Town shall have the right to require written confirmation by the Grantee that the Funds were used solely for the intended purpose.

6. The Grantee agrees to acknowledge the "Concord Community Preservation Fund " support for this project on any websites and in all press releases, publicity materials, news and written or oral announcements.

7. The Grantee will install a temporary sign acknowledging the Concord Community Preservation Fund support for the project in a visible location on the site while the CPA-funded project (or portion thereof) is being carried out. The temporary sign will be provided by the Community Preservation Committee (CPC).

8. The Grantee acknowledges that any significant changes to the project from what was approved at Town Meeting and represented in the Town Meeting materials and during the project selection process must be approved in advance by the CPC. Work which is outside of the scope of Town Meeting's CPA funding approval for the project will not be reimbursed.

9. The Grantee will contact the CPC upon completion of the project or the portion of the project completed with CPA funds and will notify the CPC in writing that the work for which the CPA funds were allocated has been completed in accordance with the application (as modified with CPC approval).

10. The Grantee agrees to complete the portions of the project for which CPA funding has been allocated within 30 months following Town Meeting approval unless the CPC grants an extension for good cause.

11. In the event that the total cost of the Project is less than the budgeted amount, or if the project is terminated prior to its completion, any unexpended portion of the Funds that have been allocated to the Grantee shall be refunded to the Town and returned to the general CPA fund. Funds shall be returned in the proportion that they were used to make up the entire project budget. The Grantee may also ask to use the excess funds to complete additional Project work so long as that work is within the scope of the project as approved by Town Meeting. This use of excess funds must be approved in advance and in writing by the CPC.

12. The Grantee shall draw on the Funds only as necessary to meet its current and imminent payment obligations, which it shall certify in the form of a letter to the Town Manager. The Grantee will follow the reimbursement process as outlined in the Community Preservation Plan (Page 43). All documentation shall be submitted to the CPC's staff for review and processing.

13. In the event of a sale of the Property to another party within ten (10) years of the date of the delivery of the Funds (the "Disbursement Date"), then, at the election of the Community Preservation Committee, the Grantee shall repay the Town no later than the time of any such sale the principal amount of the grant (\$74,500, less any amount refunded pursuant to paragraph 9, above), with interest at three percent (3%) per annum, commencing on the Disbursement Date. Repaid funds will be returned to the Town's general Community Preservation Act fund. Interest shall be compounded annually on the anniversary of the Disbursement Date for a period of five years. On the fifth anniversary of the Disbursement Date, interest shall cease to accrue, but shall remain due and payable, together with the principal amount, until the tenth anniversary of the Disbursement Date, or until the outstanding principal and interest is repaid as provided herein. This clause shall not apply to the Property so long as a permanent deed restriction upholding the purpose of the original CPA funding grant is executed for the Property and filed with the Registry of Deeds.

14. So long as the Property has not been sold so that the principal and interest were paid as provided above, the Grantee's obligation to pay the principal and interest on the grant shall terminate on the tenth anniversary of the Disbursement Date.


15. The Town's grant of funds to the Grantee is made with the understanding that the Town has no other obligation to provide other or additional support to the Grantee for the Project or otherwise.

16. The Town hereby certifies that the Funds have been duly appropriated and will be available as of July 1, 2015 to meet the Town's obligations as stated in this Agreement.

Executed under seal as of the date first set forth above.

TOWN OF Concord
By its Town Manager

The Trustees of Reservations

BY: 
_____, *duly authorized*

