



TOWN OF DARTMOUTH
COMMUNITY PRESERVATION COMMITTEE
GRANT AGREEMENT

PROJECT NAME:

GRANT AGREEMENT #:

PROJECT DESCRIPTION:

PROJECT LOCATION:

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER:

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

This Grant Agreement made this _____ day of _____, 2009 by and between the Town of Dartmouth, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 400 Slocum Road, Dartmouth, MA 02747 (hereinafter referred to as the "TOWN"), acting by and through the Community Preservation Committee (hereinafter referred to as the "CPC", and {Recipient} (hereinafter referred to as the "RECIPIENT"), with an address of {Recipient's Address}. The purpose of this Grant Agreement is to implement the following grant award:

Witnesseth

Whereas, the CPC invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c.43B; and

Whereas, in response thereto, the Recipient submitted a proposal 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 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 {spell out in words and numbers} for the Project for the purposes as set forth in Exhibit "A".
2. **Project Application**. The Project 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 Award is _____ () years from the date of the Town's execution of this Grant Agreement (the "Commencement Date.") All of the work described in this Grant Agreement must be completed no later than ____ years after the Commencement Date (the "Completion Date"), unless the CPC grants an extension for good cause shown. Funds not utilized on the Project must be returned to the Community Preservation Fund Reserve and will be made available for future appropriation to other recipients.
4. **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 repayment of such funds to the CPA Fund.

5. Disbursement of Funds – The Recipient hereby acknowledges and expressly agrees that all disbursements of grant funds to the recipient shall be according to the Funds Disbursement Schedule (a copy of which is attached hereto as Exhibit “B” and incorporated herein)
6. Requirements For Release of Funds – The Recipient hereby acknowledges and expressly agrees that all disbursements of grant funds to the Recipient or to third parties on the Recipient’s behalf shall comply with the Community Preservation Fund Appropriation Payment, Accounting and Procurement Policy as promulgated by the Director of Budget and Chief Procurement Officer (a copy of which is attached hereto as Exhibit “D” and incorporated herein).
7. Reports. The Recipient shall provide the CPC with a Project Status Report, (hereinafter “PSR”) as described in Exhibit D which shall be due on the first day of January, March, July and October until the Project is complete. The Recipient shall also file a PSR with each Grant Fund Disbursement Request. A Project Closeout Report, in the form attached hereto as Exhibit “C”, including digital photo documentation of the Project where appropriate, is due with 30 days after the Completion Date. The Project Closeout Report shall be to the satisfaction of the CPC, which approval shall not be unreasonably withheld.
 - a.) All documents, including but not limited to photographs, videos, etc. submitted to the CPC shall become the property of the Town of Dartmouth and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.
8. 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.
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 and such additional records as may be required by the CPC. Said records shall be available for inspection by the CPC during the Recipients normal business hours. The CPC shall be entitled to request copies of any record so kept provided said record does not contain proprietary information of the Recipient.
10. 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.

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. No Liability of Town. By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement. 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.
14. 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 through the Town of Dartmouth's Community Preservation Act Program. Recipient shall also identify that the Project was funded through the Town of Dartmouth Community Preservation Act in its written materials about the Project, including 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 through the Town of Dartmouth's Community Preservation Act program. All such acknowledgements of Community Preservation Act Funding shall comply with the provisions of the Funding Acknowledgement Guidelines attached hereto and incorporated herein as Exhibit "D".
15. No Assignment. This Grant Agreement may not be assigned by Recipient without prior written agreement by the Town of Dartmouth.
16. 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.

With copies to:

Town Counsel
Town of Dartmouth
400 Slocum Road
Dartmouth, MA 02747

Director of Budget & Finance
Town of Dartmouth
400 Slocum Road
Dartmouth, MA 02747

19. 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.

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

SIGNATURE PAGES FOLLOW

In Witness Whereof the parties have set their hands and seal on the date first written above.

RECIPIENT

{RECIPIENT'S NAME}

BY ITS

TOWN OF DARTMOUTH

COMMUNITY PRESERVATION COMMITTEE

BY ITS CHAIRPERSON

HOWARD BAKER-SMITH

EDWARD F. IACAPONI

DIRECTOR OF BUDGET & FINANCE

AS TO FORM & LEGALITY ONLY

ANTHONY S. SAVASTANO

TOWN COUNSEL

EXHIBIT "A"
STATEMENT OF CPA GRANT AWARD

GRANT AGREEMENT #: 2009-10-001
RECIPIENT:

CPA FUND:

AMOUNT OF AWARD:

PURPOSE OF GRANT:

GRANT AWARD DETAIL:

PURPOSE

AMOUNT

GRANT CONDITIONS:

1.

EXHIBIT "B"
GRANT FUNDS DISBURSEMENT SCHEDULE

GRANT AGREEMENT #: 2009-10-001
RECIPIENT:

THE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THE FOREGOING GRANT AGREEMENT SHALL BE DISBURSED TO THE RECIPIENT PURSUANT TO THE FOLLOWING SCHEDULE:

TOTAL GRANT AWARD AMOUNT: \$

INITIAL DISBURSEMENT: \$
UPON EXECUTION OF GRANT AGREEMENT

FINAL DISBURSEMENT \$
FINAL DISBURSEMENT WILL BE MADE UPON
DETERMINATION BY CPC THAT RECIPIENT HAS
COMPLIED WITH ALL APPLICABLE TERMS OF THE
GRANT AGREEMENT.

TOTAL FUNDS DISBURSED \$

EXHIBIT "C"
SAMPLE PROJECT CLOSEOUT REPORT FORM

GRANT AGREEMENT #: 2009-10-001
RECIPIENT:

EXHIBIT "D"
FUNDING ACKNOWLEDGMENT GUIDELINES

ATTACHMENT "A"
CERTIFICATE OF AUTHORITY
&
LIST OF OFFICERS AND DIRECTORS

GRANT AGREEMENT #: 2009-10-001
RECIPIENT:

I hereby certify that I am the Clerk/Secretary of:

_____ ; and that
(Print Name of Corporation)

_____ is the
(Print name of Officer who signs the Grant Agreement)

duly elected _____ of said corporation;
(Print title of Officer who signs the Grant Agreement)

and that on _____ at a duly authorized meeting of the Board of Directors
(date of Meeting)

of said Corporation, at which a duly authorized quorum of the Directors were present and acting, or waived notice, that _____
(Print name and title of Officer signing Grant Agreement)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix it Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

Attest: _____
(Signature of Clerk/Secretary)

Name: _____
(Printed or typed name of Clerk/Secretary)

Date: _____

NOTE: THE DATE OF THE VOTE AUTHORIZING OFFICER TO SIGN GRANT AGREEMENT MUST BE BEFORE THE DATE THE OFFICER ACTUALLY SIGNS THE GRANT AGREEMENT. THIS CERTIFICATE MUST ALSO BE EXECUTED BEFORE THE OFFICER SIGNS THE GRANT AGREEMENT.

PLEASE ATTACH A LIST OF OFFICER AND DIRECTORS OF THE CORPORATION

ATTACHMENT "B"
STATE TAX ATTESTATION

GRANT AGREEMENT #: 2009-10-001
RECIPIENT:

Pursuant to Massachusetts General Laws Chapter 62C, Section 49A, I certify under the penalties of perjury that _____,
(name of Recipient receiving the Grant)

to the best of my knowledge and belief, has filed all Massachusetts tax returns and paid all Massachusetts and Town of Dartmouth Taxes and Fees as required under law.

Signature

Name of Recipient

Federal Tax ID # or Social Security #

Date