

Town of Southwick

Community Preservation Act grant Agreement

This Grant agreement is made this _____ day of _____, 2009, by and between the Town of Southwick, through its Community Preservation Committee (hereinafter “Southwick CPC”) with an address of 454 College Highway, Southwick MA 01077 and the Southwick Historical Society with an address of _____. The purpose of this grant Agreement is to implement the following grant award:

Project name: Gillette Cigar Factory

Project Description: To move the Gillette Cigar Factory from 213 College Highway to 86 and 88 College Highway to the property owned by the Southwick historical society.

Full Scope of Work: See Exhibit A.

Date of Final Appropriation:

1. Award. The Grant Award is subject to the terms of this agreement, the Town of Southwick agrees to award the Recipient one hundred and seventy five thousand dollars (\$175,000) from the FY 09 Community Preservation General Unreserved Fund and one hundred and twenty five thousand dollars (\$125,000) from the Community Preservation Historical Reserves for a total sum of three hundred thousand dollars (\$300,000) for the above referenced project.
2. Project Application. The Project Application submitted to the Town of Southwick, as may be amended by conditions of the CPC upon award, is incorporated into this Grant Agreement.

3. Term. The term of the Grant Award is -----years form the date of the Towns execution of this Grant Agreement (the “Commencement Date.”) All the work described in this Grant Agreement must be completed no later than----years after the Commencement Date (the “Completion Date”), unless the Town of Southwick grants an extension for good cause shown.

Funds not utilized on the Project must be returned to the Community Preservation Unreserved Fund 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. Recipients 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 Town of Southwick.

If the Town of Southwick 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. Reports. Every three months until the Completion Date, the recipient shall provide the Town of Southwick CPC with a written update on the progress toward completion of the Work. A Final 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 Town of Southwick, which approval shall not be unreasonably withheld.

All documents, including but not limited to photographs, videos, etc. submitted to the Town of Southwick CPC shall become the property of the Town of Southwick and shall be available for use y the Town and available to the public under the Massachusetts Public Records Law.

6. Deed Restrictions. 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. M.G.L. 44B, Par. 12. where applicable, recipient agrees to the imposition of such deed restrictions **to allow the use and access of the Gillette Cigar Factory as acceptable to the Town of Southwick CPC. The Winding River Land Conservancy, Inc. will hold the conservation restrictions on behalf of the Town of Southwick.**

7. 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.
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 award of the Grant.
9. No Liability of the Town. By making this Award, the Town of Southwick does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Recipient agrees to indemnify and defend the Town from all claims, suits or demands resulting from implementation of the Project.
10. Community Preservation Act Awareness. 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 Southwick Community Preservation Act program. Recipient shall also identify that the Project was funded through the Town of Southwick Community Preservation Act in its written materials about the Project, including press releases, brochures, etc.
11. No Assignment. This Grant Agreement may not be assigned by recipient without prior written agreement by the Town of Southwick.
12. 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 Southwick 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 this date set forth above:

The Town of Southwick

Southwick Historical Society

CPC Chairperson

SHS President

Town Accountant

Town council