

TOWN OF WELLESLEY
COMMUNITY PRESERVATION COMMITTEE
GRANT AGREEMENT
(for Town Board/Commission)

This Grant Agreement is made as of the _____ day of _____, 20____, by and between the Town of Wellesley, Massachusetts (the “Town”), acting by and through its Community Preservation Committee (the “CPC”), and the Recipient (as defined below).

Grant Agreement No: _____

Date of Town Meeting; Warrant Article No. _____

Project Name: _____

Project Sponsor: _____

Recipient of CPA Funds: _____

Description of Project: _____

CPA Fund Source(s): _____

Amount of CPC Award: _____

Other Sources of Funding: _____

Term of Award: _____

1. Award. Subject to the terms of this Grant Agreement, the Town grants the Recipient the Amount of Award from the CPA Fund Source(s) for the Project designated above. Recipient accepts the Award subject to the terms of this Grant Agreement.

2. Project Application. The Recipient’s Project Application, as amended by this Grant Agreement and/or by the vote at Town Meeting, is incorporated into this Grant Agreement by reference.

3. Term of Award. The Term of Award shall commence as of the date of this Agreement and shall terminate as indicated above, unless the CPC grants an extension for good cause shown. CPA Funds not used for the Project shall be returned to the CPC at the end of the Term and will be available for future appropriation.

4. Project Budget; Disbursement of Funds; Records. Recipient shall submit to the CPC a Project Budget prior to commencement of the work of the Project, which shall account for all CPA Funds and all other Sources of Funding. If the Project Budget is materially different from the Project Budget included with the Project Application, the Project Budget must be approved

by the CPC prior to the disbursement of any portion of the CPC Award. CPA Funds will be disbursed to the Recipient only after receipt of invoices evidencing work completed for the Project. If the CPC determines that CPA Funds have been spent on goods or services not included in the Project Budget or not permitted by the CPA (as defined below), the Recipient shall repay such amount to the CPC. The Recipient shall maintain records as to use of the CPA Funds. The CPA does not permit the use of CPA Funds for maintenance purposes.

5. Reporting. The Recipient shall furnish a written report to the CPC approximately six months after the date of this Grant Agreement and within 60 days after the completion of the Project, unless the Term of the Project shall be for more than one year, in which case the Recipient shall report annually to the CPC following the initial six-month report.

6. Compliance with Laws. Recipient acknowledges and agrees that the Project is made pursuant to and in accordance with the Community Preservation Act (M.G.L. c. 44B) and the Town of Wellesley Community Preservation Plan, as revised September 2008, as the same may be revised from time to time, and that Recipient must comply with all of the provisions of said Act and the Plan in addition to the terms and conditions of this Grant Agreement. Recipient shall also comply with all other requirements of the Town for the Project, including any local permits, licenses, or approvals.

7. Deed Restrictions. If the Project involves the acquisition of any interest in real property (including easements and restrictions) with CPA Funds, it shall be bound by a separate permanent deed restriction in accordance with M.G.L. c. 184, which limits the use of the real property interest to the purpose for which it was acquired. The document evidencing the permanent deed restriction shall be executed by the Recipient promptly after the commencement of the Term of the Grant Agreement and shall be acceptable in form and substance to the CPC.

8. Rehabilitation of Historic Resources. If the Project involves the rehabilitation of historic resources, as defined and described in M.G.L. c. 44B, the rehabilitation shall comply with "The Secretary of the Interior's Standards for the Treatment of Historic Properties", revised 2017, and codified in 36 C.F.R. Part 68.

9. Acknowledgement. Following execution of this Grant Agreement, the Recipient shall identify that the Project is funded by the CPC in its written and online materials, and, where applicable, upon completion of the Project shall install signage to such effect, mutually acceptable in form and location to Recipient and the CPC.

10. No Assignment. Recipient may not assign this Agreement without the prior written consent of the CPC.

Signed as of the date first above written by the duly authorized representatives of the CPC and the Recipient.

COMMUNITY PRESERVATION COMMITTEE

RECIPIENT

By: _____
Its

By: _____
Its

Community Preservation Committee
Liaison for Project:

_____ Print Name

Address: _____

Telephone: _____

Email: _____

Recipient Contact Information:

_____ Print Name

Address: _____

Telephone: _____

Email: _____