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

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

By: ________________________________  By: __________________________

Its

RECIPIENT

By: ________________________________  By: __________________________

Its
Community Preservation Committee
Liaison for Project:

_______________________________  _______________________________
Print Name       Print Name
Address:  _______________________  Address:  _______________________

_______________________________  _______________________________
Telephone:  _____________________  Telephone:  _____________________

Email:  _________________________  Email:  _________________________

Recipient Contact Information:

_______________________________  _______________________________
Print Name       Print Name
Address:  _______________________  Address:  _______________________

_______________________________  _______________________________
Telephone:  _____________________  Telephone:  _____________________

Email:  _________________________  Email:  _________________________