

**COMMUNITY PRESERVATION ACT  
GRANT AGREEMENT FOR**

**[Organization Name]**

This GRANT AGREEMENT is made on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the Town of Belchertown, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at Lawrence Memorial Hall, 2 Jabish Street, Belchertown, MA 01007, acting by and through the Belchertown Board of Selectmen, hereinafter referred to as the “TOWN” or the “GRANTOR”, and **[Organization Name]** hereinafter referred to as the “GRANTEE”.

WITNESSETH:

WHEREAS, the Belchertown Community Preservation Committee 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 GRANTEE submitted a proposal (the “Proposal”) for Community Preservation Act (the “Act”) funds, a copy of which is attached hereto as Exhibit A and incorporated herein, for the purpose of **[Project Title]**, so-called, a project consistent with the Act, hereinafter referred to as the “Project”, and the Belchertown Community Preservation Committee (the “COMMITTEE”) reviewed and approved the Project and recommended that the **[Date]** Annual Town Meeting appropriate the funds herein described for the purposes of the Project; and

WHEREAS, the **[Date]** Annual Town Meeting thereafter appropriated the funds recommended by the COMMITTEE for the Project and authorized the TOWN to enter into a grant agreement with the GRANTEE for the purposes set forth in the Project; and

NOW THEREFORE, the TOWN and the GRANTEE agree as follows:

1. Funding. As recommended by the COMMITTEE under **Article [XX] of the [Date]** Annual Town Meeting, and as appropriated by said Town Meeting, the TOWN shall grant to the GRANTEE the sum of **\$\$\$\$** (the “Funds”), on the condition that the GRANTEE shall use the Funds only for the purposes of the Project, as set forth more particularly in the Proposal and documents attached hereto, in accordance with the terms of this GRANT AGREEMENT.
2. Community Preservation Committee Conditions. Any unexpended balance of the Funds shall be returned to the Community Preservation Fund no later one year after the date of the signing of this GRANT AGREEMENT, unless otherwise agreed to in writing by both parties;
3. Contact. GRANTEE shall identify in writing a contact person responsible for administration of the Project and a second person, authorized to act if the contact person is unavailable.
4. Liability of the Town. The TOWN’s liability hereunder shall be to make the payment specified in Paragraph 1 of this GRANT AGREEMENT, provided that the conditions set forth in Sections 1, 2, and 8 are followed, and the TOWN shall be under no further obligation or liability. 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.
5. Indemnification. The GRANTEE shall indemnify, defend, and hold the TOWN and its departments, officers, employees, servants and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney’s fees, arising out of or relating to the GRANTEE's performance of the Project, the condition of the Property, or the negligence or misconduct of the GRANTEE or the GRANTEE's agents or employees.

6. Inspections and Reports. The GRANTEE shall provide the COMMITTEE with progress reports on or before the November 1st and April 1st following the date of signing the AGREEMENT and every six (6) months thereafter for as long as the Funds remain unexpended, and within 30 days after the last of the Funds are expended. The COMMITTEE reserves the right to require supplementary information from the GRANTEE regarding the reports or final notification, and reserves the right to change the frequency of reporting.
7. Record Keeping. The GRANTEE agrees to keep, for a period of six years after the Project is completed, such records with respect to the utilization and the proceeds of this GRANT AGREEMENT as are kept in the normal course of business and such additional records as may be required by the COMMITTEE. The COMMITTEE reserves the right to require the GRANTEE to keep such additional records at the COMMITTEE may reasonably require relative to the use of the Grant. During normal business hours and as often as the COMMITTEE may deem necessary, the COMMITTEE shall have full and free access to such records and may examine and copy such records. The GRANTEE further agrees to meet from time to time with the COMMITTEE or its designee(s), upon reasonable request, to discuss expenditures under this GRANT AGREEMENT.
8. Payments. The GRANTOR shall pay for expenses limited to those items specified in the Proposal and pursuant to Article [XX] of the [Date] Annual Town Meeting. Invoices must be in form reasonably acceptable to the GRANTOR and must, at a minimum, include copies of all bills and canceled checks.
9. Successors and Assigns. This GRANT AGREEMENT is binding upon the parties hereto, their successors, assigns and legal representatives. The GRANTEE shall not assign, subcontract or otherwise transfer this GRANT AGREEMENT, in whole or in part, without the prior written consent of the TOWN.
10. Termination. In the event the GRANTEE fails to fulfill all obligations under the terms of this GRANT AGREEMENT as determined by the GRANTOR, and such failure is not cured within thirty (30) days after the GRANTOR has given written notice to the GRANTEE specifying such failure, the GRANTOR shall have the right, in its sole discretion, to terminate this GRANT AGREEMENT upon written notice to the GRANTEE. Upon receipt of said termination notice, the GRANTEE shall cease to incur additional expenses in connection with this GRANT AGREEMENT. Upon termination, the GRANTOR shall be free to pursue any rights or remedies provided within this GRANT AGREEMENT, including without limitation, recapture of Funds as set forth in Section 11 below. Upon the expiration or earlier termination of this GRANT AGREEMENT, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 4, 5, 7, 11, and 15 shall survive said expiration or earlier termination.
11. Return of Funds. In the event the GRANTEE fails to fulfill all obligations under the terms of this GRANT AGREEMENT and the GRANT AGREEMENT is terminated pursuant to Section 10, any Funds granted to the GRANTEE under this GRANT AGREEMENT and not yet expended shall be returned forthwith to the TOWN without further expenditure thereof. If the GRANTEE fails to fulfill its obligations under the terms of this GRANT AGREEMENT as a result of negligent or intentional acts or omissions of the GRANTEE, the GRANTEE shall be liable to repay to the TOWN the entire amount of funding provided under this Agreement, and the TOWN may take such steps as are necessary, including legal action, to recover such funds. Any Funds so returned or recovered shall be placed in the TOWN'S Community Preservation Fund. In the event that the TOWN takes legal action under this GRANT AGREEMENT, the GRANTEE shall pay any and all costs, including reasonable attorneys' fees expended for enforcement of this GRANT AGREEMENT.

12. Compliance with Laws. The GRANTEE shall comply with all Federal, State and local laws, rules, regulations and orders applicable to the Project, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required in connection with the Project.
  
13. Notice. Any and all notices, or other communications required or permitted under this GRANT AGREEMENT, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
  
14. 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 the 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 unless one or both parties would be substantially or materially prejudiced.
  
15. Governing Law. This GRANT AGREEMENT shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the GRANTEE submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this GRANT AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement on the day and year first written above.

GRANTOR

**TOWN OF BELCHERTOWN**

By: its Selectboard

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GRANTEE

[Organization Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_