

AGENDA

Monday

September 8, 2015

5PM

**TOWN OF EASTHAM
AGENDA
BOARD OF SELECTMEN
Tuesday, September 8, 2015
5:00 p.m.**

Location: Earle Mountain Room

I. PUBLIC/SELECTMEN INFORMATION

II. PUBLIC HEARING

- 5:00PM Nuisance Dog Hearing Chapter 140, Section 157, John Daversa, Jr., 50 Surrey Drive, Eastham, MA 02642
- 5:30PM Proposed Regulations for Plowing Private Roads – Neil Andres, DPW Superintendent and Jacqui Beebe, Assistant Town Administrator

III. APPOINTMENT

- 5:45PM Citizen's Fire Academy – Chief Mark Foley
Lucas CPR Machine Demonstration

(Note: Other than public hearings, all times are approximate and items may be taken out of order.)

IV. ADMINISTRATIVE MATTERS

A. Action/Discussion

1. Committee Appointment – Board of Health – Ellen "Pat" Lariviere
2. Committee Appointment – 1651 Forest Advisory Committee – Henry Lind
3. Authorization to Use Program Income to Survey Potential Affordable Housing Sites (Purcell Property, Children's Place)

V. LICENSING

- A. Transient Vendor Licenses
B. One Day Liquor License

VI. CORRESPONDENCE

- A. Dennis Unite & Connect Konference (DUCK) Invitation
B. Sign Timothy Smith Loan Repayment Letter
C. Sign Community Preservation Committee (CPC) Grants

VII. OTHER BUSINESS

Discussion of topics not reasonably anticipated by the Chair 48 hours before the meeting

VIII. TOWN ADMINISTRATOR'S REPORT

Upcoming Meetings

Wednesday, September 9, 2015	3:00 p.m.	Work Session
Monday, September 21, 2015	5:00 p.m.	Regular Session
Wednesday, September 23, 2015	3:00 p.m.	Work Session

The listing of matters includes those reasonable anticipated by the Chair which may be discussed at the meeting. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

This meeting will be video recorded and broadcast over Local Access Channel 18 and through the Town website at www.eastham-ma.gov

**TOWN OF EASTHAM
LEGAL NOTICE
DOG HEARING**

II
5:00 PM

The Board of Selectmen will hold a Public Hearing on Tuesday, September 8, 2015 at 5:00p.m. in the Eastham Town Hall, Earle Mountain Room, at 2500 State Highway, Eastham, MA 02642 under MGL Chapter 140-s, Section 157, concerning a potentially dangerous dog and complaints against the dog owned by John Daversa Jr., 50 Surrey Drive, Eastham, MA 02642. This hearing will include examination under oath of the complainants and the dog owner. All concerned citizens and representatives of the involved parties may attend and be heard.

Elizabeth Gawron
Chair Board of Selectmen

Legal Notice posted in Cope Codder on: Friday, August 14th and Friday, August 21st, 2015

violation. This section shall also apply to commercial kennels, except that noise continuing for 15 minutes or more, is limited between the hours of 7:00 p.m. and 7:00 a.m.

§ 17-11. Complaint and hearing.

- A. Dangerous, vicious or potentially dangerous dog; barking or other nuisance. If any person shall make complaint in writing to the Police Department or the Board of Selectmen that any dog owned or harbored within the Town is a nuisance by reason of dangerous or vicious disposition or by excessive barking or other disturbance, or that any such dog by such barking or other disturbance is a source of annoyance to any person residing in the Town, or that any kennel is a source of annoyance or nuisance, the Selectmen shall investigate or cause to be investigated such complaint. The Selectmen may conduct a hearing within 21 days of the complaint, and if so shall give written notice to the owner or keeper of the dog, the complaining party, and any other person as the Selectmen shall determine, of a public hearing to be held within 14 days of such notice. Said notice shall also be posted with the Town Clerk at least 48 hours prior to such hearing. The hearing shall include an examination on oath of the complaining party and such other parties as the Board of Selectmen shall deem appropriate. Within 14 days after such public hearing, said Selectmen shall make such order concerning the restraint or disposal of such dangerous or vicious dog as may be deemed necessary and in the public interest, and may fine the owner of any barking or nuisance dog up to \$300 per occurrence.
[Amended 5-7-2007 ATM by Art. 37]
- B. Nuisance or unsafe kennel. If any person(s) shall make complaint in writing to the Police Department or the Board of Selectmen that any kennel constitutes a nuisance due to noise, unsafe conditions or otherwise, Selectmen shall investigate or cause to be investigated such complaint. The Selectmen may conduct a hearing within 21 days of the complaint and if so shall give written notice to the owner or keeper of the kennel, the complaining party, and any other person as the Selectmen shall determine, of a public hearing to be held within 14 days of such notice. Said notice shall also be posted with the Town Clerk at least 48 hours prior to such hearing. The hearing shall include an examination on oath of the complaining party and such other parties as the Board of Selectmen shall deem appropriate. Within 14 days after such public hearing, said Selectmen shall make such order concerning the mitigation or discontinuance of such offending kennel or such other action as may be deemed necessary and in the public interest.
- C. Within 14 days after issuance of an order by the Board of Selectmen under Subsections A and B above, the holder of such license or other person who is the subject of such an order may petition the District Court for relief in the manner provided in MGL C. 140, § 137C.

§ 17-12. Impoundment of dogs; record of impoundment; reclamation.

- A. It shall be the duty of the Animal Control Officer, and any assistant Animal Control Officer appointed by the Board of Selectmen, to apprehend any dog found running at large and to impound such dog in an appropriate boarding or other facility.

PART I ADMINISTRATION OF THE GOVERNMENT**TITLE XX** PUBLIC SAFETY AND GOOD ORDER**CHAPTER 140** LICENSES**Section 157** Nuisance or dangerous dogs; orders for remedial action; appeal; violation of order

Section 157. (a) Any person may file a complaint in writing to the hearing authority that a dog owned or kept in the city or town is a nuisance dog or a dangerous dog; provided, however, that no dog shall be deemed dangerous: (i) solely based upon growling or barking or solely growling and barking; (ii) based upon the breed of the dog; or (iii) if the dog was reacting to another animal or to a person and the dog's reaction was not grossly disproportionate to any of the following circumstances:

(1) the dog was protecting or defending itself, its offspring, another domestic animal or a person from attack or assault;

(2) the person who was attacked or threatened by the dog was committing a crime upon the person or property of the owner or keeper of the dog;

(3) the person attacked or threatened by the dog was engaged in teasing, tormenting, battering, assaulting, injuring or otherwise provoking the dog; or

(4) at the time of the attack or threat, the person or animal that was attacked or threatened by the dog had breached an enclosure or structure in which the dog was kept apart from the public and such person or animal was not authorized by the owner of the premises to be within such enclosure including, but not limited to, a gated, fenced-in area if the gate was closed, whether locked or unlocked; provided, however, that if a person is under the age of 7, it shall be a rebuttable presumption that such person was not committing a crime, provoking the dog or trespassing.

The hearing authority shall investigate or cause the investigation of the complaint, including an examination under oath of the complainant at a public hearing in the municipality to determine whether the dog is a nuisance dog or a dangerous dog. Based on credible evidence and testimony presented at the public hearing, the hearing authority shall: (i) if the dog is complained of as a nuisance dog, either dismiss the complaint or deem the dog a nuisance dog; or (ii) if the dog is complained of as a dangerous dog: (A) dismiss the complaint; (B) deem the dog a nuisance dog; or (C) deem the dog a dangerous dog.

(b) If the hearing authority deems a dog a nuisance dog, the hearing authority may further order that the owner or keeper of the dog take remedial action to ameliorate the cause of the nuisance

behavior.

(c) If the hearing authority deems a dog a dangerous dog, the hearing authority shall order 1 or more of the following:

(i) that the dog be humanely restrained; provided, however, that no order shall provide that a dog deemed dangerous be chained, tethered or otherwise tied to an inanimate object including, but not limited to, a tree, post or building;

(ii) that the dog be confined to the premises of the keeper of the dog; provided, however, that "confined" shall mean securely confined indoors or confined outdoors in a securely enclosed and locked pen or dog run area upon the premises of the owner or keeper; provided further, that such pen or dog run shall have a secure roof and, if such enclosure has no floor secured to the sides thereof, the sides shall be embedded into the ground for not less than 2 feet; and provided further, that within the confines of such pen or dog run, a dog house or proper shelter from the elements shall be provided to protect the dog;

(iii) that when removed from the premises of the owner or the premises of the person keeping the dog, the dog shall be securely and humanely muzzled and restrained with a chain or other tethering device having a minimum tensile strength of 300 pounds and not exceeding 3 feet in length;

(iv) that the owner or keeper of the dog provide proof of insurance in an amount not less than \$100,000 insuring the owner or keeper against any claim, loss, damage or injury to persons, domestic animals or property resulting from the acts, whether intentional or unintentional, of the dog or proof that reasonable efforts were made to obtain such insurance if a policy has not been issued; provided, however, that if a policy of insurance has been issued, the owner or keeper shall produce such policy upon request of the hearing authority or a justice of the district court; and provided further, that if a policy has not been issued the owner or keeper shall produce proof of efforts to obtain such insurance;

(v) that the owner or keeper of the dog provide to the licensing authority or animal control officer or other entity identified in the order, information by which a dog may be identified, throughout its lifetime including, but not limited to, photographs, videos, veterinary examination, tattooing or microchip implantations or a combination of any such methods of identification;

(vi) that unless an owner or keeper of the dog provides evidence that a veterinarian is of the opinion the dog is unfit for alterations because of a medical condition, the owner or keeper of the dog shall cause the dog to be altered so that the dog shall not be reproductively intact; or

(vii) that the dog be humanely euthanized.

No order shall be issued directing that a dog deemed dangerous shall be removed from the town or city in which the owner of the dog resides. No city or town shall regulate dogs in a manner that is specific to breed.

(d) Within 10 days after an order issued under subsections (a) to (c), inclusive, the owner or keeper of a dog may bring a petition in the district court within the judicial district in which the order relative to the dog was issued or where the dog is owned or kept, addressed to the justice of the court, praying that the order be reviewed by the court or a magistrate of the court. After notice to all parties, the magistrate shall, under section 62C of chapter 221, review the order of the hearing authority, hear the witnesses and affirm the order unless it shall appear that it was made without proper cause or in bad faith, in which case the order shall be reversed. A party shall have the right to request a de novo hearing on the complaint before a justice of the court.

(e)(1) Pending an appeal by an owner or keeper under subsection (d), a hearing authority may file a petition in the district court to request an order of impoundment at a facility the municipality uses to shelter animals for a dog complained of as being a dangerous dog. A municipality shall not incur liability for failure to request impoundment of a dog under this subsection.

(2) A justice of a district court, upon probable cause to believe that a dog is a dangerous dog or that a dog is being kept in violation of this section or in violation of an order issued under this section by a hearing authority or a court, may issue an order: (i) of restraint; (ii) of confinement of the dog as considered necessary for the safety of other animals and the public; provided, however, that if an order of confinement is issued, the person to whom the order is issued shall confine the dog in accordance with clause (ii) of subsection (c); or (iii) of impoundment in a humane place of detention that the municipality uses to shelter animals; or (iv) any other action as the court deems necessary to protect other animals and the public from the dog.

(f) A justice of the district court shall hear, de novo, an appeal filed under subsection (d). Based upon credible evidence and testimony presented at trial, the court shall, whether the dog was initially complained of as a nuisance dog or as a dangerous dog: (i) dismiss the complaint; (ii) deem the dog a nuisance dog; or (iii) deem the dog a dangerous dog. The decision of the court shall be final and conclusive upon the parties.

(g) If a court affirms an order of euthanasia, the owner or keeper of the dog shall reimburse the city or town for all reasonable costs incurred for the housing and care of such dog during its impoundment and throughout the appeals process, if any. Unpaid costs shall be recovered by the municipality in which the owner or keeper of the dog resides on behalf of the hearing authority by any of the following methods: (i) a lien on any property owned by the owner or keeper of the dog; (ii) an additional, earmarked charge to appear on the vehicle excise of the owner or keeper of the dog; or (iii) a direct bill sent to the owner or keeper of the dog.

All funds recovered by a municipality under this subsection shall be transferred to the

organization or entity charged with the responsibility of handling dog complaints and impoundment. If the organization or entity falls under the management or direction of the municipality, costs recovered shall be distributed at the discretion of the municipality.

If the court overturns an order of euthanasia, the city or town shall pay all reasonable costs incurred for the housing and care of the dog during any period of impoundment.

(h) If an owner or keeper of a dog is found in violation of an order issued under this section, the dog shall be subject to seizure and impoundment by a law enforcement or animal control officer. If the keeper of the dog is in violation, all reasonable effort shall be made by the seizing authority to notify the owner of the dog of such seizure. Upon receipt of such notice, the owner may file a petition with the hearing authority, within 7 days, for the return of the dog to the owner. The owner or keeper shall be ordered to immediately surrender to the licensing authority the license and tags in the person's possession, if any, and the owner or keeper shall be prohibited from licensing a dog within the commonwealth for 5 years. A hearing authority that determines that a dog is dangerous or a nuisance or that a dog owner or keeper has violated an order issued under this section shall report such violations to the issuing licensing authority within 30 days.

(i) Orders issued by a hearing authority shall be valid throughout the commonwealth unless overturned under subsection (d) or (f).



EASTHAM POLICE DEPARTMENT

2550 State Highway • Eastham, MA 02642
508-255-0551 • Fax: 508-255-5412



EDWARD V. KULHAWIK
Chief of Police

KENNETH J. RODERICK
Deputy Chief

TO: Sheila Vanderhoef – Town Administrator
FROM: Edward V. Kulhawik - Police Chief
DATE: August 10, 2015
RE: **Request for Public Hearing – RE: G.L.c. 140-s. 157**

Pursuant to G.L. c. 140-s. 157, I am requesting that the Board of Selectman hold a public hearing to hear from involved concerned residents regarding several complaints of a **POTENTIALLY DANGEROUS** dog under the definition section of the Eastham by-law 17-4.

Complainants report that on several occasions which are documented in the attached police report and individual affidavits from complainants, that a pit bull residing at 50 Surrey Drive, has a vicious disposition. As such neighbors have complained to the Animal Control Officer Diana Back that they are fearful in their own homes and properties to the extent that they are fearful to walk in the neighborhood for fear that this pit bull named Mia, may escape from the confines of the property and attack them or their guests.

Officer Back has met with all parties and advised the owner of the Pit Bull Mr. John Daversa of the problem and concern and he has complied with her warnings and advisement regarding his dog. The complainants in the neighborhood however are so fearful of this animal that they feel more needs to be done and are asking the Board of Selectman to please hear their case and consider banishment of this animal from Eastham due to its aggressive disposition.

LEGAL NOTICE
TOWN OF EASTHAM
PROPOSED REGULATIONS FOR PLOWING PRIVATE ROADS
PUBLIC HEARING

II
5:30 PM

The Board of Selectmen will hold a public hearing on Tuesday September 8, 2015 at 5:30 PM at the Eastham Town Hall, in the Earle Mountain Room, 2500 State Highway, Eastham, MA 02642, to discuss Proposed Regulations for the Plowing of Private Roads for winter 2015-2016. The proposed regulations include: the type of service that will be provided, necessary road width, accessibility to the public, minimum height and width for clearance from brush, the requirement of a turnaround, the requirement of inspection by town personnel, and minimum standards for the condition of the road in order to be accepted for this service. Under the Towns current Bylaw, the application for the plowing of a private road can only be made if 100% of the abutters to the road agree in writing. The Hearing will be held for public discussion and possible adoption of the regulations. Copies of the proposed regulations are available at Town Hall and on the Town's website @ www.eastham-ma.gov.

Published in Friday September 4, 2015 Cape Codder and Eastham page



TOWN OF EASTHAM PRIVATE ROADS SNOW REMOVAL POLICY

Minimum standards adopted by The Board of Selectmen, _____ (date) _____

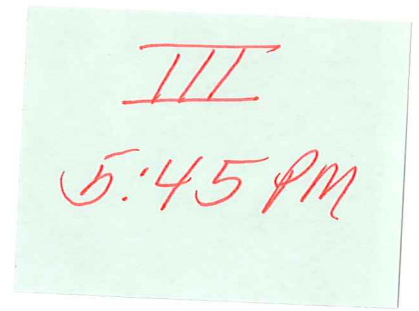
1. For the first year of the program (2015-2016) only paved private roads will qualify for snowplowing.
2. The minimum width for any private road shall be no less than ten (20') feet wide.
3. Roadside clearance of any obstacles, including vegetation, shall be no less than two (2') feet either side. This includes, but is not limited to, fences, mailboxes, stonewalls, rocks, shrubs, trees or any other object that may be damaged by snow removal equipment. It also includes a shoulder that inhibits the movement of snow from the road to the shoulder during plowing.
4. Height clearance shall be no less than fourteen (14') feet from the road surface. This is to ensure that branches or any other objects over hanging the roadway, when laden with snow, limit access of snowplows and emergency vehicles.
5. There must be ample room for emergency vehicle to turn around if the road is a dead end. Space at the end of the road should be of sufficient size for emergency vehicles or town plows to be able to turn around in a safe manner.
6. Paved private roads shall have no defects (potholes or ruts) exceeding two (2") inches in depth. Defects in the road surface must not deviate from grade more than two (2") inches. This includes, potholes, ruts, protruding manhole covers, catch basins and roots.
7. All private roads shall have a visible street sign, which must be an acceptable standard green reflective metal signs with white letters. This sign is to be mounted on a round or square metal post with appropriate mounting cap. Please contact the Highway Department for information on companies that supply these materials.
8. If accepted, the road will be plowed after a minimum of 2" of snow has fallen. Private roads will be plowed only after main roads and public roads have been plowed and cleared. No sanding services will be provided for private roads.
9. Each September, the town will perform yearly inspections of all private roads that have applied for plowing. The results of these inspections will be listed on the town's website. Should a road not meet minimum requirements, the homeowners on the road must correct the deficiencies and make necessary repairs. When the repairs are completed town staff will, upon request, re-inspect a roadway to ensure that it complies with standards and notify homeowners of their findings. If it does, plowing services will be provided.
10. The Town of Eastham, its employees or sub contractors shall not be held liable for any damage to private property improvements while performing snow removal operations. Improvements such as, but not limited to, stone walls, fences, irrigation lines, paving, drainage systems, cobblestones, mailboxes, lawns, shrubs or trees adjacent to the way and damaged as a result of snow removal operations will not be repaired or replaced by the Town or its agents.

Name	House #	Signature	Phone Number

Date received: _____

Signature _____ Date Approved: _____

Eastham Fire Department
Citizens Fire Academy



The Eastham Fire Department is hosting an exciting interactive program designed to give an inside look into our Fire and Emergency Medical Services. This ***Citizens Fire Academy*** is a fun way to learn with hands on participation and demonstrations. This exciting class will enhance your knowledge of Fire and Emergency Medical Service operations as well as an opportunity to meet the men and women who serve our community.

Classes will be held each Wednesday night from 6:30pm – 9:30pm for seven weeks starting on September 16th 2015.



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642 - 2544

All departments 508 240-5900 Fax 508 240-1291

www.eastham-ma.gov

IV A
1 & 2

September 8, 2015

To: Board of Selectmen
From: Sheila Vanderhoef, Town Administrator
Re: **Committee Appointment**

The following is the information needed to make two committee appointments.

Ellen Lariviere

The Board of Health recommends the appointment of Ellen Lariviere to the Board of Health as a regular member.

If the Board appoints her, her first term would commence September 8, 2015 and expire June 30, 2018. She seeks to replace James Taylor, whose term ended 6/30/15.

Henry Lind

The 1651 Forest Advisory Committee recommends the appointment of Henry Lind to the 1651 Forest Advisory Committee as a Member-at-Large.

If the Board appoints him, his first term would commence September 8, 2015 and expire June 30, 2017. He seeks to replace Rosalyn Kaplan, whose term ended 6/30/11.



TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642 - 2544

All departments 508 240-5900 Fax 508 240-1291

www.eastham-ma.gov



September 8, 2015

To: Board of Selectmen

From: Sheila Vanderhoef, Town Administrator

Re: Transient Vendor Permits

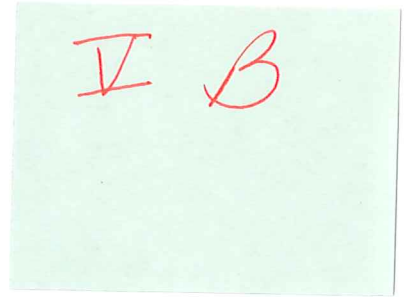
School House Museum – May 23-September 13

Windmill Weekend- September 12 &13, 2015

Please find below the Transient Vendor applicants for approval by the Board of Selectmen.
In each case, the \$20.00 fee has been received.

The following permits are valid August 17, 2015- August 17, 2016

Jean E. Tempesta 10 Tiller Drive East Falmouth, MA 02536	Elaine C. Goslin 304 Meiggs Backus Road Sandwich, MA 02563
Sarah Smith 23 Allen Drive Brewster, MA 02631	



Memorandum

TO: Sheila Vanderhoef, Town Administrator
Board of Selectmen

FROM: Debbie Cohen

DATE: September 3, 2015

RE: Jim Russo One-Day Special License Request

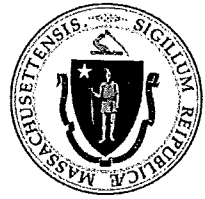
Please find enclosed an application packet from Jim Russo for a One-Day Liquor license. Application is complete pending receipt of payment. Food at the event is to be provided by Karoo and consumed at said establishment. If the Board approves the application conditional on receipt of payment, please sign the license where indicated. Thank you.

Respectfully submitted by


Debbie Cohen



COMMONWEALTH OF MASSACHUSETTS
TOWN OF EASTHAM
BOARD OF SELECTMEN



This is to certify that:

Eastham Chamber of Commerce

Is hereby granted a license for:

One-Day Liquor License – Chamber networking event at Main Street Mercantile
October 7, 2015 from 5:30 pm to 7:30 pm

This license is granted in conformity with the Statutes and ordinances relating thereto, and
expires October 7, 2015 at 7:30 pm unless sooner suspended or revoked.

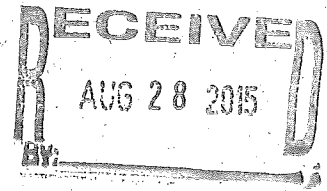
Date of Issue: September 8, 2015

Permit Number: ODL2015-1

Fee: \$50.00



Eastham
chamber of commerce



August 24, 2015

Elizabeth Gawron, Chair
Eastham Board of Selectmen
2500 State Highway
Eastham, MA 02642

Dear Ms. Gawron:

The Eastham Chamber of Commerce will hold its October networking event at the Main Street Mercantile. Since so many of the businesses in the complex are members, but without the means to host an event of this magnitude individually, we have labeled the event as a Block Party so that attendees can visit each of the member businesses throughout the course of the two hour program.

Because of the overwhelming response that we have had in the past few years we have decided to add a tent (for which we have acquired a permit) to hold additional Eastham Chamber businesses that also have the desire to host an event, but again without the facilities to do so on their own. This year Cape Cod Beer would like to offer free "tasting" from their line of beers to our attendees.

For this reason, The Eastham Chamber of Commerce requests permission from the Eastham Board of Selectmen to grant us permission to allow Cape Cod Beer's fully trained and licensed personnel to serve tasting size portions of their beer at this October 7, 2015 networking event from 5:30PM until 7:30PM.

Thank you for your consideration of this request. If I can answer any questions to this regard, I would be happy to appear before you.

Respectfully,

A handwritten signature in black ink, appearing to read "Jim Russo". The signature is written in a cursive, flowing style.

Jim Russo
Executive Director

VI C

EASTHAM, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR
Town of Eastham Affordable Housing Trust

This GRANT AGREEMENT is made on this ____ day of _____, 2015, by and between the **Town of Eastham** (the "Town"), a Massachusetts municipal corporation acting by and through its Board of Selectmen, having its usual place of business at Eastham Town Hall, 2500 State Highway, Eastham, Massachusetts 02642, and the **Town of Eastham Affordable Housing Trust**, (the "Grantee"), having an address of 2500 State Highway, Eastham, Massachusetts.

WITNESSETH:

WHEREAS, the Eastham Community Preservation Committee (the "CPC") invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the "Act"); and

WHEREAS, the Grantee submitted a proposal in response thereto (the "Proposal"), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Fund the sum of **\$153,500** for the purposes of funding the Rental Subsidy Program for three (3) years, as set forth more particularly in the Proposal (the "Project"); and

WHEREAS, the Eastham Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and the Town is authorized to enter into a grant agreement with the Grantee for the purposes set forth in the Proposal.

NOW THEREFORE, the Town and the Grantee, in consideration of the mutual covenants contained herein, agree as follows:

1. Funding. As recommended by the CPC under Article 23 of the May 2015 Annual Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to the Grantee the sum of **\$153,500.00** (the "Funds" or the "Grant Amount") 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 thereto, and in accordance with the terms of this Grant Agreement.
2. Conditions.
 - a) Funds transferred pursuant to this Agreement are to be utilized for the funding of rental subsidies to qualified applicants.

- b) Excess or unused Funds will be returned to the Community Preservation General Fund if the funds have not been expended by the June 30, 2018.
3. Contact. The 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. Budget/Other Sources of Funding. Prior to the funding of this Project, the Grantee must submit to the Town a complete budget for the Project that accounts for the expenditure of all Funds awarded under this Agreement.
 5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Sections 2 and 10 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.
 6. 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 attorneys' 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.
 7. Reports; Inspection. The Grantee shall provide the Town with progress reports semi-annually (every six (6) months), beginning sixty(60) days from the date this Grant Agreement is signed, for so long as the Funds remain unexpended, and with final notification within sixty (60) days of the exhaustion of the Funds provided under this Agreement. The Grantee shall maintain executed copies of the leases from the approved applicants and provide them upon request. The Town reserves the right to require supplementary information from the Grantee regarding the semi-annual reports or final notification.
 8. Public Records; Contract Documents. All documents relating to the Project, including, but not limited to, photographs, videos, etc., submitted to the CPC or the Town shall become the property of the Town and shall be available for use by the Town and available by the public under the Massachusetts Public Records Law. The Contract Documents consist of this Grant Agreement, the Proposal, and all documents attached thereto, including without limitation the Restriction. The Contract Documents constitute the entire agreement between the parties concerning the Project.
 9. Record Keeping. The Grantee agrees to keep, for a period of five (5) 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 Town. The Grantee further agrees to make these records available to the Town upon request.

10. Payments. The disbursement of the Funds shall be made as follows: Commencing with Fiscal Year 2016, an amount not to exceed \$53,500; during Fiscal Year 2017, an amount not to exceed \$50,000; and during Fiscal Year 2018 an amount up to the remaining balance of the Funds.
11. 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.
12. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town 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 Town 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 13 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 5, 6, 10, 12, 13, and 18 shall survive said expiration or earlier termination.
13. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 12, 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 or its agents or employees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Grant 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 the enforcement of this Grant Agreement.
14. 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 agreements and government approvals required, if any, for the rental of these properties by qualified applicants.
15. 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 above 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.

16. 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 unless one or both parties would be substantially or materially prejudiced.
17. 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.

[Signature Page Follows]

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

TOWN OF EASTHAM AFFORDABLE
HOUSING TRUST

By: _____
Name:
Title:

TOWN OF EASTHAM
By its Board of Selectmen

Elizabeth Gawron, Chair

John Knight, Vice Chair

Linda Burt, Clerk

Wallace Adams

William O'Shea

EASTHAM, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR
HABITAT FOR HUMANITY
OF CAPE COD, INC.

This GRANT AGREEMENT is made on this _____ day of _____, 2015, by and between the **Town of Eastham**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen having its address at Eastham Town Hall, 2500 State Highway, Eastham, Massachusetts 02642 (the "Town"), and **Habitat for Humanity of Cape Cod, Inc.**, a Massachusetts not-for-profit corporation, having an address of 411 Route 6-A, Yarmouthport, Massachusetts (the "Grantee").

WITNESSETH:

WHEREAS, the Eastham Community Preservation Committee (the "CPC") invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the "Act");

WHEREAS, the Grantee submitted a proposal in response thereto (the "Proposal"), and the CPC reviewed and approved the proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Fund the sum of \$45,000 to be used for the purpose of constructing a single-family dwelling with one (1) affordable housing unit (the "Affordable Housing Unit") on property owned or to be owned by the Grantee (the "Project");

WHEREAS, the Eastham Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a grant agreement with the Grantee for the purposes set forth in the Proposal; and

WHEREAS, the Grantee shall convey the Affordable Housing Unit to an eligible household whose annual income from all sources is not more than sixty-five (65%) per cent of the Area Median Income, as most recently published by the U.S. Department of Housing and Urban Development.

NOW THEREFORE, the Town and the Grantee agree as follows:

1. Funding. As recommended by the CPC under Article 21 of the May 2015 Annual Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to the Grantee the sum of **\$45,000** (the "Funds" or "Grant Amount") on the condition that the Grantee shall use the Funds only for the purposes of the Project.

2. Conditions.

- a) The Funds will be available upon the Grantee's purchase of a certain parcel of land for the construction of the Affordable Housing Unit and the grant of a mortgage to the Town in the full amount of the Funds.
- b) Excess or unused Funds not used within two (years) after the availability of the Funds will be returned to the Community Preservation General Fund.
- c) The Grantee agrees that the Grantee shall: (i) enter into a Regulatory Agreement (the "Regulatory Agreement") with the Department of Housing and Community Developer ("DHCD") under the Local Initiative Program (the "LIP Program"), agreeing to construct the Affordable Housing Unit on certain property owned by the Grantee and sell it to eligible purchasers at no more than the price set forth in said Regulatory Agreement, and (ii) record said Regulatory Agreement prior to any mortgages on the Property, or the mortgagees shall have subordinated their liens to the Regulatory Agreement.
- d) The Grantee shall, upon the sale of the Affordable Housing Unit, attach to the deed for the Affordable Housing Unit a Deed Rider in such form as acceptable to the Town and to the DHCD LIP Program, ensuring that the Affordable Housing Unit will stay affordable in perpetuity and count toward the Town's Subsidized Housing Inventory ("SHI"). All mortgages encumbering the Affordable Housing Unit, if any, shall be subordinated to the Deed Rider.
- e) The Project shall be completed in accordance with conditions of this Grant Agreement within two (2) years of the availability of the Grant Funds, unless the Town grants an extension for its completion upon a reasonable request by the Grantee.

3. Contact. The 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. Budget/Other Sources of Funding. Grantee has submitted to the Town a complete budget for the Project, including all final bids that account for: (a) the expenditure of all Funds awarded under this Grant Agreement, and (b) all other sources of funding, if necessary, to complete the Project as described herein. If the Town determines that funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized. The Town's consent shall not be unreasonably withheld.
5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Sections 2 and 10 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.

6. 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 attorneys' fees, arising out of or relating to the Grantee's performance of the Project, the condition of the Affordable Housing Unit, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.
7. Inspections and Reports. The Grantee shall provide the Town with progress reports at six (6)-month intervals commencing on the date of the signing of this Grant Agreement for as long as the Funds remain unexpended, and with final notification within sixty (60) days after the Project has been completed. The Town reserves the right to require supplementary information from the Grantee regarding the reports or final notification. The Town shall have the right, upon reasonable request, to inspect the work of the Grantee, including the right to enter the Property.

The Grantee shall submit a final report, including digital photographs and other documents, within sixty (60) days of the Completion Date. All documents, including, but not limited to, photographs and videos, submitted to the Town shall become the property of the Town and shall be available for use by the Town and available by the public under the Massachusetts Public Records Law.

8. Construction Standards. The Project shall be performed in a good and workmanlike manner, by contractors who are licensed in their respective disciplines, or by the Grantee if so licensed, and shall conform to all applicable laws, bylaws, rules and regulations. The Grantee shall be responsible for obtaining from any and all applicable permits, licenses, and approvals prior to commencing the Project.
9. Record Keeping. The Grantee agrees to keep, for a period of six (6) 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 Town or the CPC. The Grantee further agrees to make these records available to the Town upon request.
10. Payments. The Town shall disburse the Grant Amount during the performance of work on the Project, which disbursements shall be paid only upon the presentment of detailed invoices from Grantee or Grantee's contractor listing in detail the work performed and the cost thereof. The Town shall have the right to ask for supplementary information. Prior to any payment, the Town shall have the right to enter the Property to inspect the work. No payment shall be made until the Town reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with the Contract Documents. The entire cost of constructing and undertaking the Project in excess of the Grant Amount shall be paid by the Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of performing the Project is less than the Grant Amount (the

difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.

11. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors and assigns. 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.
12. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town 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 Town 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 13 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 5, 6, 9, 12, 13, and 19 shall survive said expiration or earlier termination.
13. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 12, 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, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Grant 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 the enforcement of this Grant Agreement.
14. 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. No local permit or license is waived by the award of this grant.
15. 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.

16. Community Preservation Act Awareness. Upon completion of the Project, the Grantee agrees to post, at a location mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Community Preservation Act program. The Grantee shall also identify that the Project was funded through the Town of Eastham Community Preservation Committee in its written materials about the Project, including press releases, brochures, and similar materials.
17. 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 unless one or both parties would be substantially or materially prejudiced.
18. Permits and Licenses. It is the obligation of the Grantee 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.
19. 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.

[Signature Page Follows]

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

TOWN OF EASTHAM
AFFORDABLE
HOUSING TRUST

By: _____
Name:
Title:

TOWN OF EASTHAM
By its Board of Selectmen

Elizabeth Gawron, Chair

John Knight, Vice Chair

Linda Burt, Clerk

Wallace Adams

William O'Shea

EASTHAM, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR

Eastham Historical Society

This GRANT AGREEMENT is made on this ____ day of _____, 2015, by and between the **Town of Eastham** (the "Town"), a Massachusetts municipal corporation acting by and through its Board of Selectmen, having its usual place of business at Eastham Town Hall, 2500 State Highway, Eastham, Massachusetts 02642, and the **Eastham Historical Society**, a Massachusetts non-profit corporation (the "Grantee"), having an address of 80 Chipmunk Lane Eastham, Massachusetts.

WITNESSETH:

WHEREAS, the Grantee is the owner of certain real property with buildings thereon known as the 1936 Dill Beach Camp located at 2375 Route 6, Eastham, Massachusetts (the "Property"), as more particularly described in a deed recorded with the Barnstable County Registry of Deeds in Book 2131, Page 345 ; and

WHEREAS, the last remaining Eastham fishing camp cottage (the "Building") is situated on the Property and was part of the historical outer bank cottages; and

WHEREAS, the Eastham Community Preservation Committee (the "CPC") invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the "Act"); and

WHEREAS, the Grantee submitted a proposal in response thereto (the "Proposal"), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Fund the sum of **\$30,000.00** to be used for repairing the Building, as set forth more particularly in the Proposal (the "Project"); and

WHEREAS, the Eastham Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and the Town is authorized to enter into a grant agreement with the Grantee for the purposes set forth in the Proposal.

NOW THEREFORE, the Town and the Grantee, in consideration of the mutual covenants contained herein, agree as follows:

1. Funding. As recommended by the CPC under Article 20 of the May 2015 Annual Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to the Grantee the sum of \$30,000.00 (the "Funds" or the "Grant Amount") 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 thereto, and in accordance with the terms of this Grant Agreement.

2. Conditions.

- a) Work on the Project must commence within three (3) months from the date of this Grant Agreement (the "Commencement Date"). All work must be done within twelve (12) months from the Commencement Date, unless extended by the Town.
- b) Excess or unused Funds will be returned to the Community Preservation General Fund if the Project has not begun or the Project has not been completed as provided for in Section 2(a).
- c) The Grantee shall grant the Town, acting by and through its Historical Commission, a historic preservation restriction on the Building in form acceptable to the Town (the "Restriction"), ensuring that the Building shall be preserved for a period of twenty (20) years. The Restriction shall be free of liens and free of easements and restrictions that would interfere with the Town's exercise of its rights under the Restriction; all mortgages on the Property, if any, shall have been subordinated to the Restriction.
- d) The Grantee shall provide the Historical Commission with plans for restoration of the Building.
- e) All work must on the Building must comply with the Standards for Rehabilitation as stated in the Secretary of Interior's Standards for the Treatment of Historic Properties.

3. Contact. The 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. Budget/Other Sources of Funding. Prior to the commencement of any work, the Grantee shall submit a complete budget for the Project, including all final bids that account for the expenditure of all Funds awarded under this Grant Agreement, and all other sources of funding, if necessary, to complete the Project as described herein. Reimbursement for funds spent will not commence unless sufficient sources of funding have been secured to complete the Project and the Project budget has been approved by the Town. If the Town determines that funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized.

5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Sections 2 and 10 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.

6. 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 attorneys' 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.
7. Reports; Inspection. The Grantee shall provide the Town with progress reports semi-annually (every six (6) months), beginning thirty (30) days from the date this Grant Agreement is signed, for so long as the Funds remain unexpended, and with final notification within sixty (60) days after the completion of the Project. The Town reserves the right to require supplementary information from the Grantee. The Town shall have the right, upon reasonable request, to inspect the work of the Grantee, including the right to enter the Property and the Building.
8. Public Records; Contract Documents. All documents relating to the Project, including, but not limited to, photographs, videos, etc., submitted to the CPC or the Town shall become the property of the Town and shall be available for use by the Town and available by the public under the Massachusetts Public Records Law. The Contract Documents consist of this Grant Agreement, the Proposal, and all documents attached thereto, including without limitation the Restriction. The Contract Documents constitute the entire agreement between the parties concerning the Project.
9. Project Application. The Grantee's Project application shall be subject to such reasonable conditions as the Town may impose upon the award of the grant, which shall be attached to and be a part of the Proposal. The Town reserves the right to review all final plans and the reasonableness of the scope of work items to be taken to accomplish the stated Project goals.
10. Record Keeping. The Grantee agrees to keep, for a period of five (5) 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 Town. The Grantee further agrees to make these records available to the Town upon request.
11. Payments. Provided that the Restriction has been recorded in compliance with the terms of this Grant Agreement, the Town shall disburse the Grant Amount during the construction of the Project, which disbursements shall be apportioned based on the work done and made no more than once a month and paid only upon the presentment of detailed invoices from the Grantee or the Grantee's contractor listing in detail the work performed and the cost thereof. The Town shall have the right to ask for supplementary information, including documentation from the contractor confirming the extent of the work performed. Prior to any payment, the Town shall have the right to enter the Property, including the Building, to inspect the work. No payment shall be made until the Town reasonably determines that the work has been done in a good and workmanlike manner and substantially in compliance with the Contract Documents. The Grantee shall use the Grant Amount only for the purpose of constructing the Project, as described in the Contract Documents. The entire cost of

constructing the Project in excess of the Grant Amount shall be paid by Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of the Project is less than the Grant Amount (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.

12. 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.
13. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town 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 Town 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 14 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 5, 6, 10, 13, 14, and 19 shall survive said expiration or earlier termination.
14. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 13, 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 or its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Grant 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 the enforcement of this Grant Agreement.
15. 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. No local permit or license is waived by the award of this grant.
16. 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 above 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.

17. Community Preservation Act Awareness. Upon completion of the Project, the Grantee agrees to post, at a location mutually acceptable by the parties, a permanent sign stating that the Project was funded through the Community Preservation Fund program. The Grantee shall also identify that the Project was funded by the Town of Eastham in its written materials regarding the Project, including press releases, brochures, and similar materials.
18. 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 unless one or both parties would be substantially or materially prejudiced.
19. 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.

[Signature Page Follows]

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

TOWN OF EASTHAM AFFORDABLE
HOUSING TRUST

By: _____
Name:
Title:

TOWN OF EASTHAM
By its Board of Selectmen

Elizabeth Gawron, Chair

John Knight, Vice Chair

Linda Burt, Clerk

Wallace Adams

William O'Shea

EASTHAM, MASSACHUSETTS
COMMUNITY PRESERVATION ACT
GRANT AGREEMENT FOR

THE TOWN OF EASTHAM AFFORDABLE HOUSING TRUST

This GRANT AGREEMENT is made on this _____ day of _____, 2015, by and between the **Town of Eastham**, a Massachusetts municipal corporation, acting by and through its Board of Selectmen having its address at Eastham Town Hall, 2500 State Highway, Eastham, Massachusetts 02642 (the "Town"), and **The Town of Eastham Affordable Housing Trust**, having an address of 2500 State Highway, Eastham, Massachusetts (the "Grantee").

WITNESSETH:

WHEREAS, the Eastham Community Preservation Committee (the "CPC") invited submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c. 44B (the "Act");

WHEREAS, the Grantee submitted a proposal in response thereto (the "Proposal"), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate from the Community Preservation Fund the sum of **\$400,000** to be used for the purpose of purchasing existing housing units in Eastham and converting them to affordable rental units (the "Affordable Rental Units") on property owned to be owned by the Grantee (the "Project");

WHEREAS, the Eastham Town Meeting thereafter appropriated the funds recommended by the CPC for the Project and authorized the Town to enter into a grant agreement with the Grantee for the purposes set forth in the Proposal; and

WHEREAS, the Grantee shall rent the Affordable Rental Units to an eligible household which resides in Eastham and whose annual income from all sources is not more than sixty-five (65%) per cent of the Area Median Income, as most recently published by the U.S. Department of Housing and Urban Development.

NOW THEREFORE, the Town and the Grantee agree as follows:

1. Funding. As recommended by the CPC under Article 22 of the May 2015 Annual Town Meeting, and as appropriated by said Town Meeting, the Town shall grant to the Grantee the sum of **\$400,000** (the "Funds" or "Grant Amount") on the condition that the Grantee shall use the Funds only for the purposes of the Project.
2. Conditions.
 - a) The Funds will be available upon the Board of Selectmen's approval of any of the Grantee's proposed real property purchases.

- b) Excess or unused Funds not used within two (years) after the availability of the Funds will be returned to the Community Preservation General Fund, unless the Town grants an extension for good cause shown by Grantee.
 - c) The Grantee agrees to preserve all rental units for affordable housing purposes. Prior to the rental of any of the Affordable Rental Units by the Grantee to eligible households, Grantee shall grant to the town an affordable housing restriction on the Affordable Rental Units ensuring that all Affordable Rental Units are rented to households earning no more than sixty-five percent (65%) of the Area Median Income by signing an Affordable Housing Restriction (the "Restriction"), approved by the Department of Housing and Community Developer ("DHCD") under G.L. c. 184, ss. 31-33. The Restriction shall run to the benefit of the Town and shall be enforceable in perpetuity. Grantee shall convey the Restriction free of liens, restrictions and easements that would interfere with the Town's exercise of its rights under the Restriction; all mortgages on the properties, if any, shall have been subordinated to the Restriction. Grantee shall record the foregoing Restriction prior to the rental of any of the Affordable Rental Units to eligible households.
 - d) The Project shall be completed in accordance with conditions of this Grant Agreement within two (2) years of the availability of the Grant Funds, unless the Town grants an extension for its completion upon a reasonable request by the Grantee.
3. Contact. The 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. Budget/Other Sources of Funding. Grantee has submitted to the Town a complete budget for the Project, including all final bids that account for: (a) the expenditure of all Funds awarded under this Grant Agreement, and (b) all other sources of funding, if necessary, to complete the Project as described herein. If the Town determines that funds have been spent on goods and/or services not included in the Project budget or otherwise not authorized under the Act, reimbursement may not be authorized. The Town's consent shall not be unreasonably withheld.
5. Liability of the Town. The Town's liability hereunder shall be to make the payment specified in Section 1 of this Grant Agreement, provided that the conditions set forth in Sections 2 and 9 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.
6. 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 attorneys' fees, arising out of or relating to the Grantee's performance of the Project, the condition of the Affordable Rental Units, or the negligence or misconduct of the Grantee or the Grantee's agents or employees.

7. Inspections and Reports. The Grantee shall provide the Town with progress reports at six (6)-month intervals commencing on the date of the signing of this Grant Agreement for as long as the Funds remain unexpended, and with final notification within sixty (60) days after the Project has been completed. The Town reserves the right to require supplementary information from the Grantee regarding the reports or final notification. The Town shall have the right, upon reasonable request, to inspect the work of the Grantee, including the right to enter the Property.

The Grantee shall submit a final report, including digital photographs and other documents, within sixty (60) days of the Completion Date. All documents, including, but not limited to, photographs and videos, submitted to the Town shall become the property of the Town and shall be available for use by the Town and available by the public under the Massachusetts Public Records Law.

8. Record Keeping. The Grantee agrees to keep, for a period of six (6) 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 Town or the CPC. The Grantee further agrees to make these records available to the Town upon request.
9. Payments. The Town shall disburse the Grant Amount, or a portion thereof, upon the approval of the terms of the proposed real purchase(s) during the term of the Project, which disbursements shall be paid upon the presentment of the agreements from Grantee for the purchase of the real property. The Town shall have the right to ask for supplementary information. The entire cost of undertaking the Project in excess of the Grant Amount shall be paid by the Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of performing the Project is less than the Grant Amount (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.
10. Successors and Assigns. This Grant Agreement is binding upon the parties hereto, their successors and assigns. 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.
11. Termination. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town 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 Town 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 13 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 5, 6, 9, 12, 13, and 19 shall survive said expiration or earlier termination.

12. Return of Funds. In the event the Grantee fails to fulfill all obligations under the terms of this Grant Agreement and this Grant Agreement is terminated pursuant to Section 12, 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, its agents, employees, contractors or invitees, the Grantee shall be liable to repay to the Town the entire amount of the Funds provided under this Grant 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 the enforcement of this Grant Agreement.
13. 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. No local permit or license is waived by the award of this grant.
14. 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.
15. Community Preservation Act Awareness. Upon completion of the Project, the Grantee agrees to post, at a location mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Community Preservation Act program. The Grantee shall also identify that the Project was funded through the Town of Eastham Community Preservation Committee in its written materials about the Project, including press releases, brochures, and similar materials.
16. 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 unless one or both parties would be substantially or materially prejudiced.

17. Permits and Licenses. It is the obligation of the Grantee 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.
18. 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.

[Signature Page Follows]

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

TOWN OF EASTHAM
AFFORDABLE
HOUSING TRUST

By: _____
Name:
Title:

TOWN OF EASTHAM
By its Board of Selectmen

Elizabeth Gawron, Chair

John Knight, Vice Chair

Linda Burt, Clerk

Wallace Adams

William O'Shea