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Community Preservation Committee

<https://www.framinghamma.gov/3286/Community-Preservation-Committee>

Thomas Mahoney, Chair / Karen Margolis, Vice Chair /
Judy Grove, Clerk
David Gudejko / Steve Joyce / Joseph Norton /
Mary-Anne Tratchel / Fred Wallace / Steve Weisman

AGENDA v1
March 27, 2023, 7:00 PM
Blumer Community Room
HYBRID (IN PERSON AND REMOTE)

Topic: Community Preservation Committee 3.27.23
Time: Mar 27, 2023, 07:00 PM Eastern Time (US and Canada)

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/84204071021?pwd=ZmE2UGVYL1RnTmMvV3BaSmJoN1hIQT09>
Passcode: 433319

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<u>Time</u>	<u>Agenda Item</u>	<u>Presenter</u>
7:00	Read Public Hearing Notice	T. Mahoney
7:01	Opening Remarks	Mayor Sisitsky
7:05	Public Hearing	T. Mahoney
	Final Review of all projects, including funding - (DOC 1)	Committee
	Discussion of General Conditions - (DOC 2)	Committee
	Recommendations to City Council (vote) – (DOC 3)	Committee
10:00	Adjourn	T. Mahoney

(DOCx) = Background Material

FRAMINGHAM COMMUNITY PRESERVATION COMMITTEE



CPA FY 2023 PROJECT FUNDING RECOMMENDATIONS UNDER CONSIDERATION

PUBLIC HEARING MARCH 27, 2023

Welcome and Agenda



2

- Inaugural Year
- Applications Received FY 2023
 - ▣ Review Process
 - ▣ Projects Considered for Funding
 - CPC Project Discussions and Public Input
- CPC Recommendations to City Council
 - ▣ Scope of Project, Funding and Conditions
- Next Steps

Inaugural Year 2022 -2023



3

- ❑ Organized the Community Preservation Committee
- ❑ Public Hearing for Community Input into CP Plan
- ❑ Finalized Community Preservation Plan
- ❑ Set up Application Process
- ❑ Public Hearing to Finalize Recommended Projects to City Council

Applications: Review Process

4

- Review for Eligibility under CPA Criteria
 - 21 Forms Received - 13 Deemed Eligible
- 11 Full CPA Applications Received for FY2023
 - Review for Completeness, Alignment with CP Plan, and Evaluation Criteria by WGs & Full Committee
- Applicant Presentations to Committee
- Deliberations
- 10 Projects Advanced
- Public Hearing Tonight

Projects Recommended for Funding



5

FY2023 CPA APPLICATIONS UNDER CONSIDERATION FOR FUNDING

PUBLIC HEARING: MARCH 23, 2023

Application	Project	Category
OPEN SPACE & OUTDOOR RECREATION PROPOSALS:		
CPA23-002	Adaptive Boat Dock - Waushakum	Outdoor Recreation
CPA23-003	ADA Walking Trail and Viewing - Carol Getchell Trail	Outdoor Recreation
CPA23-005	Arlington Street Park - Renovation	Outdoor Recreation
CPA23-006	Chris Walsh Memorial Trail - Planning	Outdoor Recreation
CPA23-008	103 Guild Road - Acquisition	Open Space
CPA23-012	43-45 Nixon Road - Conservation Restriction or Acquisition (Eliminated from Consideration)	Open Space
CPA23-016	Temple Street Park Improvements	Outdoor Recreation
CPA23-019	Community Gardens Design Study	Outdoor Recreation
HISTORIC PRESERVATION PROPOSALS:		
CPA23-009	Edgell Grove Cemetery - Roof Repair	Historic Preservation
CPA23-013	FHC Academy Preservation and Accessibility	Historic Preservation
CPA23-014	FHC Edgell Memorial Library Restoration	Historic Preservation
HOUSING PROPOSALS:		
	None Received in FY 2023	

Framingham Accessible Dock

Project Overview



6

- CPA funds requested for the purchase and installation of an adaptive boat dock at Lake Waushakum
- CPC increased the CPA funded scope to include permitting and the dock bulkhead
- Installation will allow people with disabilities, along with able-bodied people to access recreational boating in this calm body of water



Framingham Accessible Dock

Benefits & Alignment with CP Plan



7

- Project is located at a city beach in an environmental justice minority block (EJMB)
- The project will improve the City's outdoor recreation and open space by expanding recreation activities for underserved geographic populations, low income residents, and people with disabilities
- The dock is publicly visible and will generate universal benefits for the community
- The plan has broad community support
- The project will serve as a catalyst to enhance the quality of life in the community and for the residents of the City

Framingham Accessible Dock

Funding Recommendations



8

- CPA Funding Requested: **\$75,000**
- CPA Funding Recommended: **\$110,000**
 - ▣ The CPC includes allocation of \$35,000 in additional funding towards needed permitting and the installation of the dock's bulkhead
- Applicant Contribution: **\$5,000**
 - ▣ for accessible path to boat dock
- Total Project Cost: **\$115,000**

Framingham Accessible Dock

Conditions of Award



9

- Funding for purchase and installation of accessible dock subject to receipt of all required permits
- Project shall proceed in accordance with the terms and conditions of the Community Preservation Grant Agreement and overall purposes noted in award decision

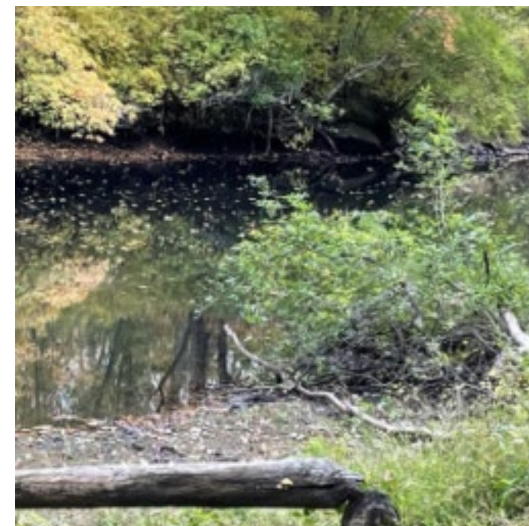
Carol Getchell ADA Trail

Project Overview



10

- ❑ CPA funds are requested to create a Universally Accessible Walking Trail with Scenic Viewing Platforms on a 1,467-foot section of the Carol Getchell Nature Trail.
- ❑ Includes 2 viewing platforms with railings, benches & approach ramps
- ❑ Four bridges will be built/replaced
- ❑ The 1,154 ft x 5 ft compacted gravel path will be ADA compliant
- ❑ Additional funding for design and permitting



Carol Getchell ADA Trail

Benefits & Alignment with CP Plan



11

- ❑ This Recreation & Open Space project will provide important and universal accessibility & inclusion to one of the City's flagship Conservation Properties, known for its views of the federally designated Wild and Scenic Sudbury River.
- ❑ Offers educational opportunities for students of all abilities.
- ❑ This CGT project has broad community support including the Conservation Department, the Disability Commission, SVT, the Superintendent of Schools, MA Audubon, Friends of Saxonville, and diverse resident populations.

Carol Getchell ADA Trail

Funding Recommendations



12

- CPA Funding Requested: \$187,625
- CPA Funding Recommended: **\$250,000**
 - \$62,000 in Additional Funding is for Design and Permitting expenses
- Funding by Saxonville Mills: \$2,500
- Total Project Costs: \$252,500

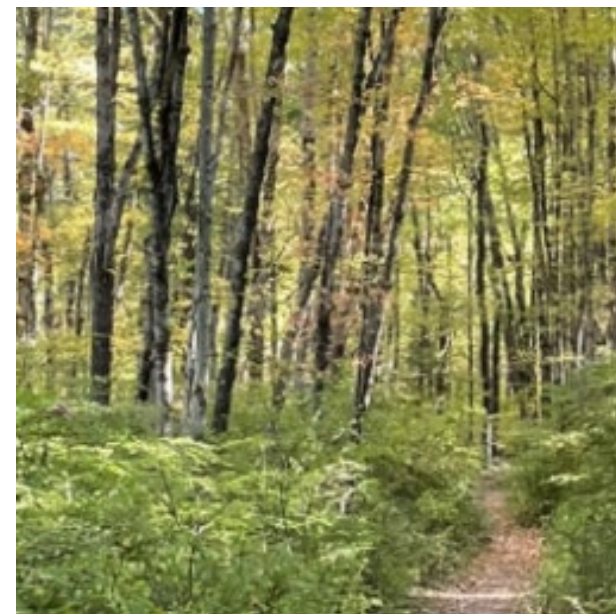
Carol Getchell ADA Trail

Conditions of Award



13

- Funding for Design and Permitting may proceed upon award, but Construction funding may not proceed until all permitting is in place.
- Project shall proceed in accordance with the terms and conditions of the Community Preservation Grant Agreement and overall purposes noted in award decision.



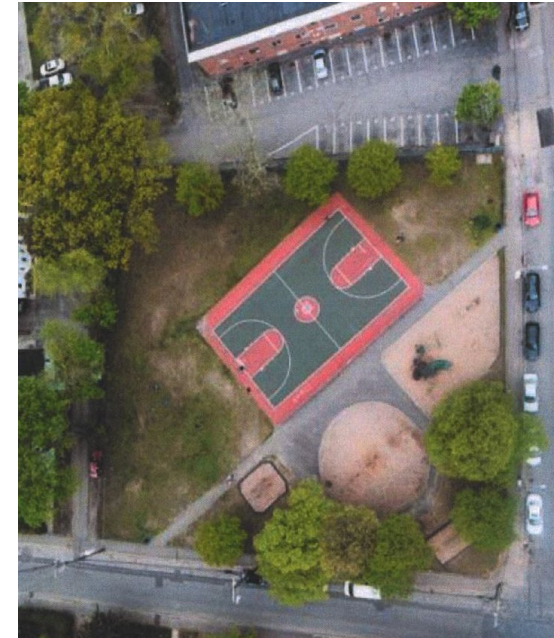
Arlington Street Park Construction

Project Overview



14

- CPA funds requested toward the construction of an updated City park; to include a shade shelter, splash pad, basketball court, updated playground, ADA walkways and surfacing
- City has initiated the redesign of the site and final plans will be forthcoming
- CPC to fund two elements of updated park: a Splashpad and Playground Equipment.



Arlington Street Park Construction

Benefits & Alignment with CP Plan



15

- Will address deteriorated park conditions with new equipment and site amenities
- Will create a fully accessible park
- Will expand recreation opportunities and improve quality of life in an environmental justice neighborhood

Arlington Street Park Construction

Funding Recommendations



16

- CPA Funding Requested: \$ 500,000
- CPA Funding Recommended: \$ **500,000**
- Applicant Contribution \$ 781,638
- Total Cost Park & Playground \$1,281,638
- CPA Funding requested to supplement City funding (via bonding) of construction
- CPA funding shall be dedicated for construction of Playground Equipment and Splashpad

Arlington Street Park Construction

Conditions of Award



17

- Funding shall be conditional on receipt of all required permits
- Project shall proceed in accordance with the terms and conditions of the Community Preservation Grant Agreement and overall purposes noted in award decision.

Chris Walsh Memorial Trail Design

Project Overview



18

- CPA funds are requested to assist in the Final Design and Permitting of the Chris Walsh Memorial Trail.
- Several phases are needed to develop an accessible trail around Farm Pond and along the Sudbury Aqueduct. It will include scenic overlooks, site furnishings, and other amenities.



Chris Walsh Memorial Trail Design

Benefits & Alignment with CP Plan



19

- ❑ Project will increase connections and access to the Sudbury Aqueduct and Farm Pond Park for South Framingham Environmental Justice neighborhoods.
- ❑ Trail will increase recreational opportunity at this centrally located park for all of Framingham.
- ❑ The plan calls for ADA Accessible trail at Farm Pond with future connections to a regional Trail system and Framingham's downtown.
- ❑ The trail will improve the City's outdoor recreation and open space assets by promoting the creative use of railway and other corridors.

Chris Walsh Memorial Trail Design

Funding Recommendations



20

- CPA Funding Requested: \$251,000
- CPA Funding Recommended: **\$31,000**
- This Project is a cooperative effort with funding at the federal, state and local levels. CPA Funding cannot replace funding already secured.
- Funding Secured for the Design Contract:
 - ▣ State Grant FY22 from DCR \$250,000
 - ▣ Federal Grant FY22 Federal Budget \$220,000
- Total Project Phase I Design Cost: \$501,000

Chris Walsh Memorial Trail Design

Conditions of Award



21

- Project shall proceed in accordance with the terms and conditions of the Community Preservation Grant Agreement and overall purposes noted in award decision.

103 Guild Road Property Acquisition



Project Overview

22

- CPA funds requested for purchase of 11.13 acres of undeveloped land in South Framingham for resource protection, stormwater management, and outdoor recreation
- The parcel, crossed by Beaverdam Brook, is predominantly wetlands and includes two acres of wooded upland and trails.
- Parcel, off Rte. 126, is part of a larger tract that includes land in Sherborn and Ashland



103 Guild Road Property Acquisition

Benefits & Alignment with CP Plan



23

- Acquisition will provide wetlands protection and stormwater management for Beaverdam Brook and its watershed
- Site has walking trails with potential connections to off-site trails in and beyond the City
- In an environmental justice neighborhood
- One of few still undeveloped parcels in South Framingham and abuts Bates Park
- Framingham Conservation Commission supports purchase of parcel



103 Guild Road Property Acquisition

Funding Recommendations



24

- CPA Funding Requested: \$239,000
- CPA Funding Recommended: **To be determined**
 - ▣ Appraised Value, but not to exceed \$250,000
- Guild Road property has not yet been appraised
- CPA restricts funding provided for acquisitions to appraised property value

103 Guild Road Property Acquisition

Conditions of Award



25

- Award shall not exceed appraised property value and is capped at \$250,000
- City shall complete a Phase II Environmental Site Assessment to identify any potential risks and liabilities associated with environmental hazards, with the results deemed acceptable to the City.
- City shall grant a permanent conservation restriction on said property for conservation and passive recreation.
- Project shall proceed in accordance with the terms and conditions of the Community Preservation Grant Agreement and overall purposes noted in award decision.

Tomb House Restoration – Phase 1

Project Overview



26

- CPA funds requested to replace damaged slate roof, flashing, gutters, and downspouts of the historic (1885) Tomb House at Edgell Grove Cemetery
- Tomb House is listed in both the State and National Registers of Historic Districts
- First Phase of a long range plan to repair, restore and repurpose the building as an office, welcome center, museum and meeting place for visitors



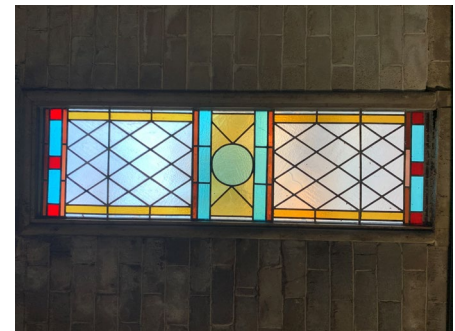
Tomb House Restoration – Phase 1

Benefits & Alignment with CP Plan



27

- Saves a valued resource that would otherwise be lost
- Leverages CPA capital with additional funding
- Is publicly visible
- First phase of plan to preserve a valued historic structure, identified as one of the “Most Endangered Properties”
- Supported by the Framingham Historical Commission



Tomb House Restoration – Phase 1

Funding Recommendations



28

- CPA Funding Requested: \$225,000
- CPA Funding Recommended: **\$225,000**
- Applicant Contributions: \$40,000
 - ▣ For architectural and engineering costs
- Total Project Costs: \$265,000

Tomb House Restoration – Phase 1

Conditions of Award



29

- Restoration work shall conform to the Secretary of the Interior's Standards for Rehabilitation of Historic Structures
- Project shall proceed in accordance with the terms and conditions of the Community Preservation Grant Agreement and overall purposes noted in award decision.

The Academy

Project Overview



30

- CPA funds requested to make front entry way of the historic (1837) Academy Building ADA compliant.
- CPA funding to be used for:
 - ▣ Design Services including documents to facilitate public access to the Academy, restoration of front portico and preservation treatment of historic artifacts on lawn
 - ▣ Construction to widen interior entry door for access.
- Site is listed on both the State and National Register of Historic Districts



The Academy

Benefits & Alignment with CPA Plan



31

- CP Plan references the need to make the Academy Building, the oldest standing City owned building in Framingham, “restored and fully accessible”
- The Academy is publicly visible
- Leverages CPA capital with additional funding
- Provides people with disabilities, including school children, with access to History Center’s historical collections and space
- Will address a long-standing need
- Supported by the Framingham Historical Commission

The Academy

Funding Recommendations



32

- CPA Funding Requested: \$39,000
- CPA Funding Recommended: **\$39,000**
- Applicant Funding: \$8,000
- Other Funding: \$1,000
 - ▣ provided by Disability Commission for temporary ramp
- Total Cost: \$48,000

The Academy

Conditions of Award



33

- Restoration work shall conform to the Secretary of the Interior's Standards for Rehabilitation of Historic Structures.
- Project shall proceed in accordance with the terms and conditions of the Community Preservation Grant Agreement and overall purposes noted in award decision.

Edgell Memorial Library Restoration

Project Overview



34

- CPA funds to restore broken historic Minton floor tiles, restore damaged walls, and replicate an historic stenciled border on main hall walls.
- Additional funds for structural engineering review
- Funds for hiring an independent historic preservation consultant
- The structure is listed on both the State and National Registers of Historic Districts



Edgell Memorial Library Restoration

Benefits & Alignment with CPA Plan



35

- ❑ Preserves a historic resource of the community
- ❑ Provides a meeting place for community activities related to town/city history
- ❑ Benefits children from all populations of the town through 3rd Grade program on local history
- ❑ Leverages the value of CPA capital with additional private funds
- ❑ Supported by the Framingham Historical Commission

Edgell Memorial Library Restoration

Funding Recommendations



36

- CPA Funding Requested: \$62,000
- CPA Funding Recommended: **\$62,000 +**
 - ▣ 60,000 toward primary request
 - ▣ \$2,000 for Structural Engineering
 - ▣ \$ **TBD** for Independent Historic Preservation Consultant
- Applicant Contribution: \$5,000
- Total Cost: \$67,000 +

Edgell Memorial Library Restoration

Conditions of Award



37

- Restoration work shall conform to the Secretary of the Interior's Standards for Rehabilitation of Historic Structures
- Historic Preservation Consultant shall be hired for independent oversight of approach and implementation of restoration in accordance with such Standards
- Project shall proceed in accordance with the terms and conditions of the Community Preservation Grant Agreement and overall purposes noted in award decision.

Temple Street Park Improvements

Project Overview



38

- CPA funds requested for Temple Street Park for
 - ▣ Planning and Redesign
 - ▣ Playground Construction
- CPC proceeding with use of CPC funds for Planning and Redesign of the Park and Playground only.
- Future playground to offer new equipment and surfacing, and increased accessibility



Temple Street Park Improvements

Benefits & Alignment with CP Plan



39

- Responds to recreation needs of underserved area
- Plans to incorporate accessibility of the park
- Potential expansion of range of recreation offerings at site, including a splash pad
- Recreational, social, and community building benefits, once implemented

Temple Street Park Improvements

Funding Recommendations



40

- CPA Funding Requested: \$500,000
- CPA Funding Recommended: **\$34,000**
- Total Cost: \$34,000
- Park's initial request included Design and Construction
- CPC proceeding with funding of Design only
- Community showed strong support for project leading to CPC desire to fund the initial Planning and Design.

Temple Street Park Improvements

Conditions of Award



41

- Project shall proceed in accordance with the terms and conditions of the Community Preservation Grant Agreement and overall purposes noted in award decision

Design Study: Community Gardens

Project Overview



42

- CPA funds requested to hire a consultant to develop Community Garden design study at two City Parks
 - ▣ Bates Road Park
 - ▣ Roosevelt Park
- Community Participation and Options
- Accessibility and Universal Design
- Final Report to include Site Design, Regulatory Permitting, Cost Estimates
- Sets path for future implementation



Design Study: Community Gardens

Benefits & Alignment with CP Plan



43

- ❑ Expanding community gardens as priority in CPP
- ❑ Both study sites located in Environmental Justice neighborhoods to expand recreation activity
- ❑ Strong local community and City support
- ❑ Plans to incorporate accessibility & universal design and sustainable design features
- ❑ Recreational, social, educational, nutritional, community building, and environmental benefits

Design Study: Community Gardens

Funding Recommendations



44

- CPA Funding Requested: \$40,000
- CPA Funding Recommended: **\$40,000**
- Total Project Cost: \$40,000

Design Study: Community Gardens

Conditions of Award



45

- Project shall proceed in accordance with the terms and conditions of the Community Preservation Grant Agreement and overall purposes noted in award decision.

**City of Framingham, Massachusetts
Standard CPA Grant Agreement
General Conditions**

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GENERAL CONDITIONS

1. **Compliance with Laws and Agreement**

The Grantee understands and agrees that projects funded through this Grant Agreement are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c. 44B. The Grantee also agrees to comply with all requirements of this Grant Agreement. The Grantee shall comply with all applicable federal and state laws and city ordinances and regulations, including but not limited to the Americans with Disabilities Act and Massachusetts Architectural Access Board regulations, which in any manner may affect the performance of this Grant Agreement.

2. **Public Records Law.**

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

3. **Procurement Laws**

The Grantee must comply with all Commonwealth of Massachusetts Procurement Laws.

4. **Record Keeping and Monitoring**

The Grantee agrees to maintain such records with respect to utilization of the grant funds and income derived therefrom as are kept in the normal course of business and such additional records as may be required by the City. The City may periodically evaluate the performance of the Grantee and may make a determination as to whether the Grantee has conformed to this Agreement and has a continuing capacity to carry out the funded activities in the manner required pursuant to this Agreement.

Said records shall be available for inspection by the City during normal business hours and as often as the City may deem necessary. The Grantee shall make available all such records and documents as requested by said parties for audit and/or monitoring. The City shall be entitled to examine and make copies of such records and may audit all contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, and all documents relating to all matters covered by this Agreement, provided said record does not contain proprietary information of the Grantee.

5. Project Liaison

The CPC Administrator will serve as Project Liaison for the Project. The Grantee shall cooperate with the Project Liaison, including providing access for record review and monitoring. The Project Liaison shall serve as the agent of the Community Preservation Committee (“CPC”) for the purpose of monitoring project compliance with the terms of this Grant Agreement and shall periodically report to the CPC regarding the progress of the Project and the compliance of the Grantee with the terms of this Grant Agreement.

6. Grantee Project Manager and/or Clerk of the Works

Grantees must appoint a single point of contact to be responsible for the CPA grant and to interact with the City.

7. 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 awarding this grant.

8. Deed Restrictions

Pursuant to Massachusetts General Law Chapter 44B, Section 12 every project that involves the acquisition of any interest in real property with CPA funds shall be bound by a permanent deed restriction that meets the requirements of M.G.L. c. 184, limiting the use of the interest to the purpose for which it was acquired. The CPC may also require, as a condition of a CPA funding grant, that real property which is benefited by grant funding be bound by a permanent deed restriction. Where applicable, the Grantee agrees to the imposition of such deed restriction in a form acceptable to the CPC.

9. Preservation Restriction or Conservation Restriction.

For projects where a permanent preservation or conservation restriction is required as a condition of funding, the Preservation Restriction (PR) or Conservation Restriction (CR) as prepared by the City (or their consultant) must be approved by the Executive Office of Energy and Environmental Affairs (DOEEA) or the Massachusetts Historical Commission (MHC), as appropriate. The approved final restriction documents must be signed by the Grant Recipient, and Assent forms must be signed by any entities which hold mortgages on the property before funds will be released.

10. Grant Term and Scope

Projects must be completed within three (3) years, or the term indicated in the Grant Agreement. If the project will not be completed within this timeline, the Grant Recipient must request of the CPC an extension of the grant term, which must be approved by City Council. The CPC reserves the right to cancel or rescind an award which is not completed or has not been started within 3 years. Grant Recipients may also make a request to the CPC to amend the Grant Agreement to change the scope of work to be funded through the grant.

11. Community Preservation Committee Supplemental Conditions

The Grantee shall comply with all Supplemental conditions placed on the grant offer by the CPC.

12. Community Preservation Act Signage

Upon commencement of the Project, and when required by the CPC or its Project Liaison, the Grantee agrees to post a sign stating that the Project was funded through the City of Framingham's Community Preservation Act program. A temporary sign may be used during construction, but a permanent sign, plaque, or similar marker is ultimately required upon completion of construction. Payment, design, and location of the sign will be agreed upon by the Grantee and the Project Liaison. The Grantee shall also identify that the Project was funded through the City of Framingham's Community Preservation Act program in its written materials about the Project, including press releases, brochures, etc.

13. Insurance Requirements

Unless exempted, the Grantee shall provide the City with a Certificate of Insurance in the amount of \$1,000,000 or greater covering General Liability including Bodily Injury, Property Damage, and Personal Injury. The City shall be named as an additional insured on this certificate.

14. No Liability of City

By making this grant, the City does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Nothing in this Grant Agreement shall be construed to render any elected or appointed official or employee of the City, or their successors in office, personally liable for any obligation under this Grant Agreement.

The Grantee shall indemnify, defend (with counsel acceptable to the City, whose acceptance shall not be unreasonably withheld), and hold harmless the City of Framingham, its officers, agents, employees, and representatives from and against any and all claims, suits, actions, liabilities, losses, damages, costs and expenses (including attorney's fees and expert's fees) of any nature arising

from or in connection with any act or omission resulting in any way from the performance of Grantee, its agents, officers, employees, contractors, or subcontractors under this Agreement.

The extent of this indemnification shall not be limited by any obligation or any term or condition of any insurance policy. The obligations set forth in this paragraph shall survive the expiration or termination of this Agreement.

15. No Assignment

This Grant Agreement cannot be assigned to anyone else other than the Grantee unless approved in writing by the City Council in consultation with the CPC.

16. Disbursement of Funds

The disbursement schedule will be included in the Grant Agreement for the project and will identify either a project phases and a disbursement amount for each project milestone phase, or will identify a reimbursement system with a set phase time period. The City will reserve 10% of each grant as the final disbursement for every project, to be released after all Project requirements are complete.

The CPC Administrator and the Grantee will identify a set of deliverables or milestones tied to each project phase, and disbursement will be tied to the completion of them (see below). These phase-specific deliverables/milestones will be agreed upon in the execution of the Grant Agreement.

17. Invoicing and Project Reporting

Grantees must submit an invoice for each disbursement of CPA funds and append to this invoice a grant report, using the CPA Grant Report Form provided by the CPA Manager. The invoice shall include the following information: Grantee name, Grantee remit address, invoice date, invoice number, purchase order number, and grant disbursement amount. The City will not release a disbursement unless the CPC Administrator has approved and signed the corresponding invoice and Grant Report Form.

As part of project reporting, Grantees must submit, at least three high-resolution photos of their project with each invoice and grant report, with the exception of projects or the parts of projects that are consultant or design services or studies. Grantees must submit photos of the project before work commences with their first invoice and grant report. All photos may be submitted to the CPC Administrator via email with their first invoice and grant report and photos of the completed project with their final invoice and grant report

18. Default and Termination

In the event of any dispute, claim, question or disagreement arising from or relating to this Grant Agreement or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach an equitable solution satisfactory to both parties. If the parties are unable to reach such a solution and the CPC alleges that the Grantee has failed to fulfill its material obligations set forth under the terms of this Grant Agreement and is in breach, the CPC shall deliver written notice to the Grantee indicating such breach. Upon the Grantee's receipt of said notice, the Grantee shall immediately cease to incur any additional expenses in connection with this Grant Agreement, and the Grantee shall have thirty (30) days, or a reasonable time as agreed by the parties, to cure the breach. In the event the Grantee requires further time to correct the breach and demonstrates a good faith effort to do so, the Grantee and the CPC may extend the time to correct in writing by mutual agreement. If the Grantee fails to correct the breach, the CPC shall have the right, in its sole discretion, to terminate this Grant Agreement upon reasonable written notice to the Grantee. Notwithstanding the foregoing, upon immediate notification to the CPC, the Grantee shall not be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond its control and without its fault or negligence.

19. Return of Funds

- a. Upon completion of the Project, any funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the City without further expenditure thereof.
- b. If the City determines that funds have been spent on purposes not included in the Grantee's application for CPA funds or otherwise not authorized by the CPC or under the CPA, the Grantee shall be liable to repay these funds to the City.
- c. In the event this Grant Agreement is terminated pursuant to the provisions of Section 14 hereof, any funds granted to the Grantee under this Grant Agreement and not yet expended shall be returned forthwith to the City without further expenditure thereof.
- d. If this Grant Agreement is terminated as a result of negligent or intentional acts or omissions of the Grantee, the Grantee shall be liable to repay to the City the entire amount of funding provided under this Agreement, and the City shall take such steps as are necessary, including legal action, to recover said funds.
- e. In the event the City is required to take legal action under this Grant Agreement, the Grantee shall be liable for all of the City's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.

All returned funds shall be deposited into the CPA Fund and shall be made available for

future grants to other recipients.

20. Notice

Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered in hand or mailed by certified mail, return receipt requested, or by other reputable delivery service to the parties hereto at the following address:

If to the Grantee: Contact information specified on the face of this Grant Agreement

If to the CPC: CPC Administrator
Framingham City Hall
150 Concord Street
Framingham, MA 01702

21. 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.

22. Governing Law

This Agreement constitutes the entire agreement between the parties hereto and may be amended only in writing executed by both the City of Framingham and the Grantee. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of the Grantee.

Motions for the Public Hearing

2/27/2023

I move the Community Preservation Committee recommend appropriating \$ _____ from the **CPA Fund Balance Account** for the **Framingham Accessible Dock Project (CPA23-002)** as a grant for the purchase and installation of an adaptive boat dock at Lake Waushakum following receipt of all required permits, and to also include funding of the dock bulkhead and necessary permit expenses; and to be administered in accordance with the terms and conditions of the Community Preservation Grant Agreement and for the overall purposes summarized in this document.

I move the Community Preservation Committee recommend appropriating \$ _____ from the **CPA Fund Balance Account** for the **Universally Accessible Walking Trail with Scenic Viewing Platforms on the Carol Getchell Nature Trail Project (CPA23-003)** as a grant to construct an ADA compliant compacted gravel walking path with two viewing platforms and ramps on the north side of the Getchell trail, and to build and replace four pedestrian bridges, with funding also for design and permitting; such funding for Design and Permitting may proceed upon award, but Construction funding may not proceed until all permitting is in place; and to be administered in accordance with the terms and conditions of the Community Preservation Grant Agreement and for the overall purposes summarized in this document.

I move the Community Preservation Committee recommend appropriating \$ _____ from the **Open Space and Outdoor Recreation Reserve Account** and \$ _____ from the **CPA Fund Balance Account**, totaling \$ _____ for the **Arlington Street Playground Construction Project (CPA23-005)** as a grant to fund the construction of a Splashpad and Playground Equipment, two elements of a larger playground renovation project, upon receipt of all required permits; and to be administered in accordance with the terms and conditions of the Community Preservation Grant Agreement and for the overall purposes summarized in this document.

I move the Community Preservation Committee recommend appropriating \$ _____ from the **CPA Fund Balance Account, Reserve** account for the **Chris Walsh Memorial Trail – Phase I Design Project (CPA23-006)** as a grant to be used toward the engineering, design and permitting of the Chris Walsh Memorial Trail; and to be administered in accordance with the terms and conditions of the Community Preservation Grant Agreement and for the overall purposes noted in the award decision.

I move the Community Preservation Committee recommend appropriating \$ _____ from the **CPA Fund Balance Account** for the **103 Guild Street Project (CPA23-008)** for a grant to purchase 11.13 acres of undeveloped land in South Framingham for resource protection, stormwater management, and outdoor recreation; and to be administered in accordance with the terms and conditions of the Community Preservation Grant Agreement and for the overall purposes noted in the award decision; and further subject to the following conditions:

- Award shall not exceed appraised property value and is capped at \$250,000
- City shall complete a Phase II Environmental Site Assessment to identify any potential risks and liabilities associated with environmental hazards, with the results deemed acceptable to the City, prior to purchase.
- City shall grant a permanent conservation restriction on said property for conservation and passive recreation, upon purchase.

I move the Community Preservation Committee recommend appropriating \$ _____ from the **Historic Preservation Reserve Account** for the **Edgell Grove Cemetery Tomb House Emergency Roof Repair Project (CPA23-009)** as a grant to replace the damaged slate roof, flashing, gutters, and downspouts, and associated work to preserve the historic Tomb House at Edgell Grove Cemetery, all in accordance with the Secretary of the Interior's Standards for Rehabilitation of Historic Structures; and to be administered in accordance with the terms and conditions of the Community Preservation Grant Agreement and for the overall purposes noted in the award decision.

I move the Community Preservation Committee recommend appropriating \$ _____ from the **Historic Preservation Reserve Account** for **The Academy – Preservation and Accessibility Project (CPA23-013)** as a grant to widen an interior entry door for ADA compliant access; and for Design Services that include design documents to facilitate ADA public access to the Academy, restoration of front portico and preservation treatment of historic artifacts on lawn, all in accordance with the Secretary of the Interior's Standards for Rehabilitation of Historic Structures; and to be administered in accordance with the terms and conditions of the Community Preservation Grant Agreement and for the overall purposes noted in the award decision.

I move the Community Preservation Committee recommend appropriating \$ _____ from the **Historic Preservation Reserve Account** for the **Edgell Memorial Library – Preservation and Restoration Project (CPA23-014)** as a grant to restore broken historic Minton floor tiles, restore damaged walls, and replicate an historic stenciled border on main hall walls, all in accordance with the Secretary of the Interior’s Standards for Rehabilitation of Historic Structures; and with CPA project funds for structural engineering review and for the CPC to hire a historic preservation consultant for independent oversight of approach and implementation of restoration in accordance with such Standards; and to be administered in accordance with the terms and conditions of the Community Preservation Grant Agreement and for the overall purposes noted in the award decision.

I move the Community Preservation Committee recommend appropriating \$ _____ from the **CPA Fund Balance Account** for the **Temple Street Playground Improvements Project (CPA23-016)** as a grant for the Planning and Redesign of the Park and Playground; to be administered in accordance with the terms and conditions of the Community Preservation Grant Agreement and for the overall purposes noted in the award decision.

I move the Community Preservation Committee recommend appropriating \$ _____ from the **CPA Fund Balance Account** for the **Design Study for New Community Garden Sites in Framingham Project (CPA23-019)** as a grant for consultant services to develop a design study at two City Parks (Bates Road Park and Roosevelt Park), including Site Design, Regulatory Permitting and Cost Estimates; to be administered in accordance with the terms and conditions of the Community Preservation Grant Agreement and for the overall purposes noted in the award decision.