

GRANT AGREEMENT

TOWN OF NORWOOD COMMUNITY PRESERVATION COMMITTEE

This Grant Agreement (this “Agreement”) is entered into by and between the Town of Norwood, Massachusetts, a Massachusetts municipal corporation with an address of 566 Washington Street, Norwood, Massachusetts 02062 (the “Town”), by and through its Community Preservation Committee, and Caritas Communities, Inc., a Massachusetts nonprofit corporation with an address of 25 Braintree Hill Office Park, Suite 206, Braintree, Massachusetts 02184, as further defined in the Application (hereinafter, the “Application”) attached hereto as Exhibit A (the “Grantee”).

WHEREAS, the Grantee has submitted to the Town an Application for Community Preservation Act (“CPA”) funding dated July 22, 2024 (which application was approved by Community Preservation Committee and attached hereto as Exhibit A, hereinafter, “Application”) to develop and convert 20 Vernon Street, Norwood, Massachusetts from an office building to a 20-unit affordable housing development restricted to low-income U.S. Military Veterans and low-income widows/widowers of Veterans (tenants earning up to 80% AMI). In reliance on the representations, certifications and warranties made by the Grantee herein and in the Application, the Town is willing to provide a restricted grant in the Grant Amount identified in the Application to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grant has been approved by the Town of Norwood Community Preservation Committee and the Town of Norwood Town Meeting pursuant to a Vote of the Town of Norwood Annual Town Meeting on October 24, 2024, and attested copy of which is appended hereto as Exhibit “B”

WHEREAS, the Grantee is willing to accept the Grant evidenced by the Application, and to thereby become a Grantee of the CPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I - REPRESENTATIONS OF THE GRANTEE

Recognizing that the Town is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

(a) *Organization; Power, Etc.* The Grantee has legal right and power to deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);

(b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the

legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.

(c) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the Town in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to the office of any authorized representatives of the Grantee executing this Agreement, is being contested.

(d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance by the Grantee of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the grantee is a party or by which it or any of its properties is bound.

(e) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

(f) *Information Submitted.* All information, reports, and other documents and data submitted to the Town in connection with this Agreement were, at the time the same were furnished, and are, as of the date hereof true, correct and complete in all material respects.

(6) *Ratification.* By executing this Agreement, the Grantee affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the Town in connection with this Agreement (including, without limitation, this Agreement and the Application attached hereto as Exhibit A as of the date hereof)

ARTICLE II - THE GRANT

2.1 Grant Amount

The Town agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, a grant in the Grant Amount specified on the Application attached as Exhibit A in the amount of Eight Hundred Thousand and 00/100 Dollars (\$800,000.00). No additional funds may be granted absent an additional Application, Approval and subsequent Agreement.

2.2 Project and Schedule

(a) *Grant Purpose.* The Grant is being made solely to finance the project described in the applicable Application defined in Exhibit A (the "Project").

(b) *Special Conditions.* The Grantee shall grant the Town an affordable housing restriction in perpetuity on the Project, which will be recorded in the Norfolk County Registry of Deeds. At no time shall the units be used for residents above 80% AMI. Such restriction shall be approved by the Massachusetts Executive Office of Housing and Livable Communities, and shall be substantially in the form of the Affordable Housing Restriction appended hereto as Exhibit “C.” The Grantee shall give first preference to residents of Norwood when selecting tenants for the housing development to the extent permitted by the HUD VASH rules and regulations.

2.3 Grant Award Package

In connection with the execution and delivery of this Agreement, the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions outlined in the Application are to be satisfactory to the Town in its sole and absolute discretion).

- (a) *Executed Grant Agreement.* The Town shall receive a duly executed original of this Agreement.
- (b) *Community Preservation Committee Conditions.*
 - i. Funds under this grant agreement shall be released to the Applicant only at such time as the Massachusetts Executive Office of Housing and Livable Communities (or other funding agency/organization) provides sufficient funding for the Project to move forward. Funds are to be utilized only to repay the acquisition loan the Grantee is using to acquire the property known and numbered as 20 Vernon Street in Norwood (“Property”)
 - ii. Upon completion of the Project, the Grantee shall post in a location mutually acceptable to all parties, a permanent sign stating that the Project was funded through the Town of Norwood’s Community Preservation Act. Grantee shall also identify that the Project was funded through the Town of Norwood’s Community Preservation Act in its written materials about the Project including press releases, website, social media, etc.
- (c) *Restriction.* The Grantee shall execute or obtain a permanent deed restriction requiring that all units at the project location remain affordable in perpetuity or the maximum term allowed by law and meeting the statutory requirements under M.G.L. Ch. 184 Sections 31 to 33. All units at the subject property funded pursuant to this Grant must qualify to be included within the Town of Norwood’s affordable housing inventory. The deed restriction created pursuant to this grant shall be in a recordable form as approved by the Town, as necessary and appropriate to protect the interest of the Town in the Project and must be filed at the Norfolk County Registry of Deeds at the time of, or prior to, the allocation of any funds.

(d) *Recapture of Funds.* This Grant contemplates funding the Grantee simultaneously with the delivery of State funding, as defined in the Application. Grant funds will be used to repay the acquisition loan the Grantee is using to acquire the property. If the Grantee is unable to obtain a Certificate of Occupancy for the Project within thirty-six (36) months of the closing of state funding, the Grantee shall repay the entire amount of the funding to the Town. The Town may take such steps as necessary, including legal action, to recapture 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 Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees expended for enforcement of this Agreement.

(e) *Permits and Licenses.*

i. It is the obligation of Grantee to obtain all permits, licenses and other approvals necessary for implementation of the Project.

ii. No local permit or license requirement is waived by the award of this Grant.

ARTICLE III - AFFIRMATIVE COVENANTS

3.1 Use of Disbursements

The Grantee shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application dated July 22, 2024, subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable laws and regulations, whether or not such laws or regulations are expressly referenced herein.

3.2 Reporting and Compliance with Laws

(a) The Grantee shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Grantee agrees that the Project shall be constructed or undertaken, and the Grant shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder.

(b) Without limiting the generality of Section 3.2(a), the Grantee covenants to comply in all respects with all applicable laws, regulations and rules regarding employment and anti-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, which prohibits Grantees of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d

et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(c) Grantee certifies that it has read and understood its obligations with respect to compliance with the non-discrimination requirements in this Agreement certifies that it is in compliance with such requirements, and covenants to remain in compliance at all times while this Agreement is in effect.

3.3 Additional Project Funding

There shall be no additional funding for the Project from the Town absent an additional Application process. The Grantee shall not commingle funding sources within the project to the extent that it would delay or harm required reporting requirements of the grant.

3.4 Recoupment and Costs

The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal laws and regulations applicable to the Grant funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant becoming subject to recoupment. If the Grant is subject to recoupment, the Town will notify the Grantee in writing and the Grantee shall promptly and, in any event, within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Grantee shall be responsible for, and hereby agrees to promptly pay or reimburse the Town for all costs incurred by the Town, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment including, without limitation, costs of any related investigation, audit and/or collection efforts.

3.5 Indemnification

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the Town and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by Indemnified Persons relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims. The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take

any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the Town of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

3.6 Recordkeeping.

The Grantee shall maintain accounts and records with respect to the Project and the Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project and the Grant for a period of seven years after all Grant proceeds have been expended or returned to the Town. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine-readable formats. Grantee agrees to make such records available to the Town or to the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the Town, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

The Grantee shall permit the Town or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect the Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Grantee pertaining the Grant.

ARTICLE IV - TERMINATION AND REMEDIES

4.1 Termination

(a) *Termination by the Town.* The Town, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder under the following conditions:

(i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to the Project; or

(ii) if any representation or warranty made by the Grantee in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.

(b) *Notice of Termination.* The Town shall provide the Grantee with written notice of termination of this Agreement, setting forth the reason(s) for termination. The termination of this Agreement shall be effective as of the date such notice of termination is sent by the Town.

(c) *Effect of Termination.* Upon termination of this Agreement, the Grantee shall reimburse the Town for all costs and disbursements of the Grant terminated on a schedule to be negotiated in good faith between the Town and the Grantee, but in no event more than 60 days from the date of such termination.

4.2 Term

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the Town replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the Town for disbursements of the Grant; or
- (c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

ARTICLE V - MISCELLANEOUS

5.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the Town, to

Town of Norwood
Attn: Sarah Dixon, Director of Community Development
566 Washington Street, Ground Floor
Norwood, MA 02062
(781) 762-1240
ComDev@norwoodma.gov

And

Town of Norwood
Community Preservation Committee
Attn: Kristen Phelps, Preservation Project Manager
566 Washington Street, Ground Floor
Norwood, MA 02062
(781) 762-1240
cpa@norwoodma.gov

With a copy to:

Peter T. McNulty, Esq., Office of Town Counsel
Murphy, Hesse, Toomey, & Lehane, LLP
50 Braintree Hill Office Park, Suite 410
Braintree, MA 02184
pmcnulty@mhtl.com

and (ii) in the case of the Grantee, to the address specified in the most recent Application; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

5.2 No Waiver

No failure or forbearance on the part of the Town to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the Town of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

5.3 Governing Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any federal or state legal proceedings arising under this Agreement in which the Town is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

5.4 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Grantee and the Town and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the Town.

5.5 Complete Agreement; Waivers and Amendments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the Town unless otherwise specified in this Agreement. At the date of execution hereof, the Application are attached hereto as Exhibit A and made a part hereof. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

5.6 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

5.7 Severability

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such terms, provisions or conditions nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

5.8 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature

Each schedule, exhibit or other attachment hereto (including without limitation each Application attached (or to be attached as referenced in Section 5.5 hereof) as Exhibit A and referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

5.9 Further Assurances

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

5.10 Third-Party Beneficiaries

This Agreement is exclusively between the Town and the Grantee and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The Town is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the Town, the Grantee and the Indemnified Persons, except as identified by the Application.

[This page intentionally left blank; signature page follows.]

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

TOWN OF NORWOOD

BY ITS BOARD OF SELECTMEN

By: _____

Name: Robert G. Donnelly

Title: Chair

By: _____

Name: Amanda R. Grow

Title: Vice Chairwoman

By: _____

Name: Matthew E. Lane

Title: Member

By: _____

Name: William J. Plasko

Title: Member

By: _____

Name: Michael Saad

Title: Member

CARITAS COMMUNITIES INC.

By: _____

Name: Francis B. Connell

Title: President

Date: _____

By: _____

Name: Greg Rittchen

Title: Treasurer

Date: _____

Certification of the availability of funds:

By: _____

Date: _____

Jeffrey O'Neill, Finance Director

SCHEDULE A

Reporting Requirements

Event Reporting

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the Town:

(a) The inclusion of the Grantee, or any contractor or sub-Grantee related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.

(b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

On Demand Reporting

(a) A list of antidiscrimination complaints, reviews and proceedings, if any; and

(b) Such other reporting relating to each Grant and each Project as the Town shall reasonably request from time to time.

Scheduled Reporting

(a) Quarterly Reporting. The Grantee shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the Town not later than the fifteenth (15) day following the end of the each fiscal quarter (i.e. January 15, April 15, July 15 and October 15) and shall contain:

a. The status of each Project (not started, in process, completed).

b. The amount of each Grant spent on the applicable Project during the quarter;

c. The cumulative total amount of each Grant funds spent on the applicable Project since inception;

d. The amount, if any, of each Grant that has been obligated for spending on the applicable Project that have not yet been expended;

e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance

with all terms of the Grant Agreement, including, without limitation, the antidiscrimination requirements, (or has delivered to the Town in writing a full accounting of all instances on noncompliance);

f. Such other items as the Town shall reasonably request related to the Grant(s) and/or the Project(s) and described in the Application

(b) Close Out Reporting. The Grantee shall provide a final close-out report after the final expenditure (or return to the Town) of each Grant. Such report shall be delivered to the Town not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the Town or its agents.

DRAFT

EXHIBIT A

[Application dated July 24, 2024]

DRAFT

Exhibit B

[Attested Copy of Town Meeting Vote]

DRAFT

Exhibit C

[Form of Affordable Housing Restriction]

DRAFT