

GRANT AGREEMENT  
(Andover Youth Center)

THIS GRANT AGREEMENT is made as of the \_\_\_\_ day of August, 2013 by and between the TOWN OF ANDOVER, a municipal corporation established under the laws of the Commonwealth of Massachusetts having an address at 36 Bartlett Street, Andover, Massachusetts 01810 (the "Town"), and ANDOVER YOUTH FOUNDATION, INC., a Massachusetts nonprofit corporation having an address at P.O. Box 5051, Andover, Massachusetts 01810 (the "Sponsor Foundation").

Primary Recitals

- A. The Town is the owner of a certain parcel of land behind Doherty Middle School in Andover, Massachusetts, as shown on the plan attached hereto as Exhibit A-1 (the "Land"), and is willing, subject to the terms and provisions of this Grant Agreement to allow a portion of the Land to be used for the construction and operation of a youth center building.
- B. The Sponsor Foundation, in conjunction with the Town, is willing to partially fund the design and construction of a youth center building on the Land containing approximately 20,000 square feet of floor area (the "Building"), with a grant estimated to be at least \$ \$2.7 Million (the "Sponsor Funds") together with all necessary parking areas, driveways, exterior lighting facilities, landscaping areas, building fixtures, furniture and equipment, utilities, and other appurtenant facilities (collectively, the "Improvements") as set forth in the plans and specifications to be approved by the Town (said Building and Improvements being hereinafter collectively referred to as the "Project" and the site where said Project is to be built being referred to as the "Project Site").
- C. The Sponsor Foundation will be responsible for raising funds necessary for the design, permitting, development and construction of the Project such that the Town shall contribute, on a last dollar in basis, funds to the construction of the Project which Town Funds, were appropriated with conditions at the December 5, 2011 Special Town Meeting (\$2,000,000) and the May 7, 2013 Special Town Meeting (\$700,000) and approximately \$123,000 from the Youth Services gift account, and approximately \$35,000 for a heating/cooler center.
- D. The Project and the Building and Improvements shall be constructed, installed and owned by the Town, all in accordance with the terms and provisions hereinafter set forth.
- E. The Town, by and through its Town Manager, has appointed a Building Committee to oversee the Project (the "Building Committee") but the final authority for the construction of the Project is the Town Manager.
- F. The parties estimate that the total estimated costs for the Project including but not limited to construction, architect fees, utilities, furniture and parking is

approximately \$5,300,000. The Sponsor Foundation has already provided \$858,700 to the Town for the Project.

- G. This Agreement supersedes the Agreement dated February 6, 2012 between the Sponsor Foundation and the Town.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Sponsor Foundation hereby agree as follows:

## Article I

### Incorporation of Preliminary Recitals

The Preliminary Recitals of this Agreement are incorporated into the body of this Agreement to the same extent as if they had been repeated in full in the body of this Agreement.

Wherever in this Agreement the approval of the Town or action by the Town is indicated, the designation of "Town" shall mean action by a majority vote of the Andover Board of Selectmen (unless this Agreement specifically references a vote of Andover Town Meeting).

## Article II

### Fund Raising

2.1 Project Costs. Excepting only for the Town Funds, as defined above, and other limitations specifically set forth herein, the Sponsor Foundation shall be responsible for raising all funds necessary for the design, development, permitting, construction and furnishing of the Project and sufficient to pay all costs therefor (the "Project Costs"), including, without limitation, all costs for services of an architect and engineer both during design phase and during construction phase, and all costs and fees for permitting (including, without limitation, all its own legal fees).

2.2 Blank

2.3 Condition to Commencement of Construction. The award of the contract for construction of the Project shall not occur until the Sponsor Foundation has delivered to the Town the "Minimum Construction Fund Amount", (as defined in Section 3.4 below) to be used by the Town for paying the Project Costs and Improvements. Once the Minimum Construction Fund Amount has been deposited, the Building Committee may recommend that the Town enter into a construction contract and commence construction.

2.4 Records. As a Town Project, the Town shall keep full and detailed accounts of all Project Costs, and shall exercise such financial and accounting controls as are necessary for the proper financial management of the Project under this Agreement. The Sponsor Foundation's officers, accountants and representatives shall be afforded access to the Town's records relating

to the Project and this Agreement at all reasonable times upon reasonable notice, and shall be permitted to audit, inspect and copy the same. With respect to the Sponsor Foundation's progress with respect to raising the funds necessary for the design, permitting, development and construction of the Project, the Sponsor Foundation will upon reasonable written request provide a written summary to the Town as to the amounts actually collected, and amounts pledged but remaining to be collected (as well as the timeframe within which said pledges are to be collected); provided however, that the Sponsor Foundation shall not be required to identify the names of the particular donors, nor the particular amount donated by any donor. The Sponsor Foundation shall preserve these records for a period of at least seven (7) years from the date of completion of the Project, or for such longer period as may be required by law. The provisions of this Section shall survive any termination of this Agreement.

2.5 Naming Rights. At its cost, the Sponsor Foundation shall have the right to designate and pay for the cost of signage or copyright as to use of a name, the name of the Building and rooms within the Building and certain prominent outdoor areas such as walkways and play areas in consideration of contributions made by individuals, corporations and other entities toward the cost of the Project (the "Naming Rights"). The name of the Building may appear on exterior Building sign(s), signs at the entrance to the parking areas, and the name of any rooms may appear on a sign or plaque; all such signs shall comply with the provisions of the Andover Zoning By-Law. The number, size, design and location of any exterior or interior sign(s) or plaques providing for the naming of the Building or rooms therein or outdoor areas shall be subject to the prior written approval of the Board of Selectmen or its designee, which consent shall not be unreasonably withheld, delayed or conditioned. Prior to installing any signs or plaques, the Sponsor Foundation shall take all steps necessary and appropriate for the authorized use of any names, tradenames or marks, and shall deliver evidence of such authorization to the Town. The Sponsor Foundation warrants and represents that it has (or will have) the right to use any and all names appearing on the exterior or interior of the Building and shall indemnify and defend the Town against any claims related thereto.

Subject to the provisions appearing in the last paragraph of this Section 2.5 (which shall in all events be controlling), the naming rights hereunder shall remain in effect until the earliest to occur of the following, the occurrence of which is in the sole discretion of the Town:

- (i) the date which is 40 years after the date the Building first commences operation as a youth center (the "Commencement Date"), or
- (ii) the date the Building ceases to be used as a youth center, or
- (iii) the date of sale or conveyance of the Land to a third party, or
- (iv) the date of any lease of the Land and/or Building entered into with a third party, or
- (v) the date of removal of the Building from the Land for any reason.

Upon the occurrence of the earliest of the foregoing dates, then subject to the provisions appearing in the last paragraph of this Section 2.5, the Town, its successors, lessees or assigns,

may remove any or all sign(s) and plaques bearing any names (and may replace any such sign(s) or plaques with new signs or plaques bearing different names) or may change the name of the Building or any rooms as the Town, its successors or assigns see fit. However, nothing in this Agreement shall prevent the Town or its successors or assigns from voluntarily continuing the use of such names.

During said 40 years following the Commencement Date, the following provisions shall also apply to the Naming Rights:

- (1) Regardless of the use to which the Building is put, the naming right with respect to the Building itself (the "Building Naming Right") shall remain in place as designated by the Sponsor Foundation at the time of the Commencement Date, but in no case will the Building Naming Right exceed the useful life of the Building (and should the Building actually cease to be used as a youth center, it is agreed that the name "youth" shall be dropped from the name of the Building);
- (2) In the event that the Town enters into a contract for the lease, sale or exchange of the Land and Building, the Town shall require the Buyer to acquire the Land and Building subject to the Naming Rights as described herein (or, if the Town exchanges the Land and Building for another land and building(s), the Town shall transfer the name to the replacement building acquired by the Town in such an exchange); and
- (3) If the Building is destroyed but is rebuilt by the Town substantially with proceeds of insurance, the Building Naming Rights shall continue to exist subject to the terms and conditions of this Paragraph 2.5.

2.6 References to the Building. In all written references, the Town will endeavor to ensure that the Building is referred to in accordance with the Building Naming Rights as detailed in Section 2.5.

### Article III

#### Construction; Plans and Specifications

3.1 Town Project. Based upon the last dollar contribution of the Town Funds, the Project shall be considered a Town Project and, in all applicable regards will need to comply with applicable laws, including, but not limited to the requirements of the Fair Labor Standards Act, as amended, and all other applicable federal, state or local statutes, laws, ordinances, rules, regulations (including, but not limited to the Occupational Safety and Health Act of 1970) or orders or any term or provision of this Agreement.

3.2 Building Committee. In accordance with customary practices, the Town Manager, with guidance and advice from the Board of Selectmen, has appointed a Building Committee consisting of seven (7) members. In selecting members of the Building Committee,

{00173476.DOC/3}{00173476.DOC/3}

the Town Manager shall choose at least 2 representatives from a list of proposed members to be provided by the Sponsor Foundation. In addition, the Director of Andover Youth Services and the President of the Sponsor Foundation shall serve as liaison, but not as a member, to the Building Committee. No person may serve on the Building Committee who, at the time of such appointment or thereafter, is a member of the Sponsor Foundation or who has a family member who is a member of the Sponsor Foundation or who has a direct or indirect financial interest in the Project, except as an Andover taxpayer.

3.3 Design. Prior hereto, the Sponsor Foundation has delivered to the Town preliminary designs and preliminary budgets with respect to the construction of the Project. It is agreed and understood by and between the parties that the preliminary design and preliminary budget are not in any way binding upon the Town; but merely, are an indication of the intention of the Sponsor Foundation in entering into the within Agreement. The Town shall follow the design review process set forth under Massachusetts General Laws and it is understood that the author of the preliminary design may or may not be selected as the architect for the Project. The Sponsor Foundation has established baseline parameters for the Project, and such parameters are attached hereto.

3.4 Construction Funding. Prior to execution of a construction contract, the Town shall provide the Sponsor Foundation with access to all of the plans, specifications, permits, bids, approvals, budgets, and any and all other documentation relating to the construction of the Project, and the projected costs thereof ("Project Documents"). Within 7 calendar days of receipt of Project Documents which it requests, the Sponsor Foundation shall confirm to the Building Committee that the Project Documents comport with the terms and conditions hereof and confirm that the Sponsor Foundation stands ready, willing and able to contribute the Minimum Construction Fund Amount. If for any reason the Sponsor Foundation, in its reasonable determination, should deem any of the Project Documents to be inconsistent with the terms and provisions hereof, the Sponsor Foundation shall immediately provide the Building Committee with written notice thereof. The Building Committee shall review such written notice at an open meeting. If the Sponsor Foundation does not terminate this Agreement within 3 business days of said meeting, then the Sponsor Foundation shall then be required to provide to the Town the "Minimum Construction Fund Amount" equal to ~~10% of the total Project Costs~~ <sup>10.5%</sup> ~~(including architects fees, general conditions, bonds, insurance, escalation to midpoint construction at 2%, estimating design contingency at 3% and site work costs performed with Doherty School project) and Improvements, less \$2.0 million dollars. The additional 10% shall be referred to as the Contingency Fund.~~ <sup>5%</sup> ~~The Town shall be under no obligation to execute the construction contract unless and until the Sponsor Foundation meets the within funding requirement. Once the Minimum Construction Fund Amount has been deposited, the Town may enter into a construction contract and commence construction. At all times prior to occupancy of the Project Building it shall be the obligation of the Sponsor Foundation to provide sufficient funds so that the balance in the Contingency Fund shall not be below 5% of the total Project Cost (including architect fees).~~ <sup>\$ 238,000.</sup>

\$ 5,468,563 Project Cost less \$ 2,858,000 plus \$ 238,000 as a Contingency Fund.

A schematic plan of the Project is shown on the plan attached hereto as B to be built in substantial compliance with said Plan. It is understood that a multi-purpose room and shop room will not be in the original bid as far as being fully finished on the interior and useable for their

intended purposes. Notwithstanding the foregoing, the Sponsor Foundation shall continue to have the obligation to provide sufficient funds as required by this Agreement so that the Project is completed as shown on the plan attached hereto along with the multi-purpose room and shop room fully finished on the interior and useable for their intended purposes, with no more than \$2,858,000 of Town funds being spent.

3.5 Cost Overruns. It is the agreement and understanding of the parties that the Town Funds are to be the last dollars spent on the Project and, therefore, except as provided for in Section 3.7 herein below, to the extent that there are overruns or change orders, or any other cost or expenses incurred during the course of the Project, which would cause the Project to exceed ~~(1.10% of the Project Costs)~~ <sup>105%</sup> the Sponsor Foundation shall be responsible for such cost and expenses, including but not limited to legal fees, costs or other expenses incurred by the Town excepting only for costs and expenses arising as a result of gross negligence of the Town, as specifically found and adjudged in a final judgment by a court of competent jurisdiction, against the Town, and for purposes herein "the Town" does not include the architect or any other design professional. Further, if a final judgment of a court of competent jurisdiction specifically finds and adjudges that any third party providing labor, services or materials is liable for any cost overruns, then the net recovery for those specific findings in excess of the Project Costs (after counterclaims and legal fees and other costs, the "third party recoveries") shall be awarded to the Sponsor Foundation, but if, and only if, the Town receives payment of such recoveries and such a payment to the Sponsor Foundation is also appropriated and authorized at a duly called Town Meeting (unless the Town Accountant determines that no such Town Meeting appropriation is required in accordance with applicable law). The Town shall have no duty or obligation to participate in or initiate litigation or claims for such recoveries.

In their sole discretion, the Andover Selectmen, after seeking input from the Sponsor Foundation, shall make the determination regarding the pursuit or defense of any claims and litigation relating to this Project, including but not limited to settlement of such litigation and claims, and the Selectmen's determination shall be final and not subject to review. If claims or litigation do not result in a third party recovery greater than attorneys fees, expert witness fees and other fees and expenses incurred by the Town, then the Sponsor Foundation shall pay those net fees and expenses to the Town within 30 days of demand. If litigation or claims are made against the Town for compensation for overruns, extras, delays, or otherwise relating to the Project, then the Sponsor Foundation shall, within 30 days of demand, pay for the Town to defend such litigation or claims and the Sponsor Foundation shall also, within 30 days of demand, pay for the amount, if any, which is ultimately paid by the Town or required to be paid by the Town as a result of such litigation or claims.

In the event that funds remain in the Contingency Fund at the conclusion of the Project, then those remaining funds shall be returned to the Sponsor Foundation but if, and only if, a determination is made by the Andover Town Accountant that such return of funds may be made in accordance with applicable law. To the extent such return of funds to the Sponsor Foundation cannot be made, then the Town Manager shall have the sole discretion as to the amount, if any, of such funds to be used in any particular year. The priority for the use of the funds by the Town Manager shall be FIRST, for the construction of, and furnishing of, the Youth Center building,

\$ 5,468,563 plus \$ 238,000  
Contingency.

SECOND, for the Foundation's obligation to fund operating expenses in accordance with Section 4.2 of this Agreement and THIRD, for Andover Youth Services.

Furthermore, notwithstanding anything contained in the foregoing or anywhere else in this Agreement to the contrary, no reimbursement or payment of any funds to the Sponsor Foundation by anyone, and no interpretation of anything contained in this Agreement, shall result in the Town being required to spend more than \$2,858,000 with regard to the Project in any manner. The Town shall not spend any amount until the Sponsor Foundation has provided at least \$2.7 Million to the Town.

3.6 Offsite Improvements. During the design phase, it is agreed and understood by and between the Town and Sponsor Foundation, that certain improvements may be required to be made upon property for the benefit of the Project, but not included within the Land comprising the Project. The parties acknowledge and agree that they shall negotiate in good faith the responsibility for costs and expenses related to offsite improvements and, that, until an agreement has been reached with regard thereto, the Town shall be under no obligation to execute the construction contract and commence construction of the Project.

3.7 Scope of Project; Other Funding and Expansions. During the design and approval phase, the Town may entertain the expansion of the Project and will so notify the Sponsor Foundation. Such expansion may, or may not be based upon other sources of funding available to or from the Town (which additional funding would not be deemed to be \$2,867,000 of Town Funds hereunder). To the extent that such expansion is beyond the scope of the Project, in that such expansion:

- a. goes beyond the site boundaries described on Exhibit A; OR
- b. is for a use or purpose that is outside the original scope of the Project; OR
- c. is to enhance the features of the building or site beyond what is required by applicable building code and/or the reasonable requirements for any Town buildings;

then any such additional funds ("Additional Funds") would be contributed by the Town (or where applicable by a third party) on a dollar for dollar basis to offset the incremental cost or expense of any expansion being sought with such Additional Funds.

3.8 Furniture, Fixtures and Equipment. The attachment hereto shows the items of furniture and fixtures in the estimated amount of \$40,000 which are included within the Project budget. With regard to the items in the estimated amount of \$102,800 which are not included within the budget as shown on the attachment, if the Sponsor Foundation is not able to obtain those items by in kind donations to the satisfaction of the Town Manager, then within 30 days of a request of the Town, the Sponsor Foundation shall provide additional funds to the Town to pay for those items, the total cost for which is estimated to be \$102,800. If the Town Manager determines that other furnishings are necessary in order for the Project to be useable for its intended purpose or to comply with applicable building code, and the Sponsor Foundation is not able to obtain those items by in kind donation to the satisfaction of the Town Manager, then within 30 days of a request of the Town, the Sponsor Foundation shall provide additional funds to the Town to pay for those items.

## Article IV

### Operations

4.1 Schedule. The parties understand that the Project is intended to serve as a youth center and to be the home of Andover Youth Services, and that the Town Manager has the ultimate authority with regard to the use of the Project Building. It is agreed and understood that the Town Manager shall set out in writing directives to be followed by the Director of Andover Youth Services which set forth the allocation of the Project Building and facilities to be available for youth activities, as well as for such other activities as might be reasonably determined, which shall specifically include an allocation of time and space to other town, school and community activities. If the Sponsor Foundation is dissatisfied with the Town Manager's directives, the Sponsor Foundation may seek to resolve such dissatisfaction at a meeting with the Town Manager and Director of Youth Services.

4.2 Operating Expenses. By December 31 of each year after the occupancy of the Project Building, the Sponsor Foundation shall continue to remain responsible to conduct fundraising and other activities for generating revenue which shall be contributed to the Town to the total annual operating costs of the Building, in an amount of \$30,000.00 per year until relieved of this binding obligation by a vote of the Board of Selectmen in an open meeting.

4.3 Maintenance. As the Project will be owned by the Town, the maintenance and operation thereof shall be conducted by the Town at the Town's discretion in accordance with all applicable laws, policies and procedures.

## Article V

### Default

5.1 (a) Default of the Sponsor Foundation. If the Sponsor Foundation fails to diligently and faithfully perform any of its obligations under this Agreement or fails to perform any provision of this Agreement, which failure continues for thirty (30) days or such longer period as extended by the Board of Selectmen after written notice thereof to the Sponsor Foundation (each, an "event of default"), then subject to the provisions of Section 5.1(c), the Board of Selectmen may, but is not required to, after 7 days written notice to the Sponsor Foundation and without prejudice to any other right or remedy it may have under this Agreement, at law or in equity, at its option, terminate this Agreement. If the total of costs incurred by the Town exceeds the amount of the disbursements or payments made to the Town, the Sponsor Foundation shall be liable for the deficiency and shall pay such deficiency to the Town promptly upon written demand therefor.

If this Agreement is terminated pursuant hereto, all rights and obligations of the parties shall terminate without recourse, except those obligations which expressly survive any termination of this Agreement.



(b) Default of the Town. If the Town fails to diligently and faithfully perform any of its obligations under this Agreement or fails to perform any provision of this Agreement, which failure continues for thirty (30) days after written notice thereof to the Town (each, an "event of default"), then subject to the provisions of Paragraph 5.1(c) below, the Sponsor Foundation may, after seven (7) days written notice to the Town and without prejudice to the right or remedy it may have under this Agreement, at law or in equity, suspend the performance of the Sponsor Foundation's obligations under this Agreement until such time as such event of default by the Town has been cured (with all subsequent contractual dates for example, without limitation thereof, the Start Date and the Completion Date shall be extended by an equal period of time). If any one or more Town event of default remains uncured for a period of time in excess of ninety (90) days, the Sponsor Foundation shall have the right to terminate this Agreement by written notice to that effect provided to the Board of Selectmen, but the Town shall not be liable for reimbursement of any funds which are required to be paid to any person or entity.

(c) Force Majeure. If the Town's or the Sponsoring Foundation's performance of any act is delayed, or prevented because of strikes, lockouts, labor troubles, inability to procure materials, power failures, restrictive laws, riots, insurrection, war, collection of insurance proceeds or taking awards or other causes beyond the Town's or the Sponsoring Foundation's reasonable control, then that party's performance shall be excused for the period of the delay and any time period shall be extended for an equivalent period.

## 5.2 Other Termination for Convenience.

(a) The Town reserves the right to cancel all or any part of the Project at any time and from time to time and to terminate this Agreement in whole or in part at any time for any reason whatsoever, provided, however, that in order to exercise this right, a vote of Andover Town Meeting approving such termination and appropriating the reimbursement to the Sponsor Foundation of the Construction Fund Amount provided by the Sponsor Foundation to the Town except for funds already spent or which are required to be paid to the architect, engineer or other person (the "Reimbursement Amount") shall have passed by the required majority vote of Town meeting. In the event the Town so elects, then upon receipt by the Sponsor Foundation of the Reimbursement Amount, the Sponsor Foundation shall and does hereby release and discharge the Town from any and all claims arising out of or as a result of such cancellation or termination.

(b) Prior to the execution of a construction contract, the Sponsor Foundation shall have the right to cancel all or any part of the Project at any time for any reason whatsoever. In the event that the Sponsor Foundation so elects, the Town shall and does hereby release and discharge the Sponsor Foundation from any and all claims arising out of or as a result of such cancellation or termination and (excepting that the Sponsor Foundation shall be responsible for all costs and/or expenses incurred up to the date of cancellation) shall return to the Sponsor Foundation the balance remaining of the Development Funds which are not required to be paid to the architect, engineer or other person.

5.3 Notice of Funds. If the Town Manager sends notice to the Sponsor Foundation that additional funds are required to be provided by the Sponsor Foundation pursuant to any

provisions of this Agreement, then the Sponsor Foundation shall have 45 days to provide those funds, except if a shorter timeframe is specifically provided herein.

## Article VI

### Miscellaneous

6.1 The Sponsor Foundation shall not assign this Agreement or any of its rights hereunder, and the Sponsor Foundation shall not delegate any of its duties hereunder, except to a person or entity reasonably satisfactory to the Town.

6.2 Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6.3 All contractors and subcontractors performing work at the Project shall comply with applicable laws relating to prevailing wage rates established by the Commissioner of Labor and Industries of the Commonwealth of Massachusetts. Nothing herein shall prevent contribution by the Sponsor Foundation of "in kind" donations to the Project, in accordance with applicable law.

6.4 Nothing herein contained shall be construed to constitute the parties hereto as partners or joint venturers, or as landlord and tenant, nor shall anything contained herein be constructed to constitute either of the parties hereto as agent or servant of the other.

6.5 This Agreement may not be changed, modified or extended except by a written instrument signed by the Town and the Sponsor Foundation. It is mutually understood and agreed that this writing is a final, complete and exclusive integration containing all the covenants, stipulations and provisions agreed upon between parties hereto, and that oral evidence of additional or inconsistent terms shall not be admissible to vary, contradict, or add to the express terms of this Agreement.

6.6 No waiver of any breach or failure to perform the terms, covenants and conditions of this Agreement shall be binding upon either party hereto unless the same shall be in writing. Any such waiver shall be for one time only and shall not be for any future breach or failure to perform under the terms of this Agreement.

6.7 The invalidity in whole or in part of any article, section, subsection, sentence, clause, phrase or word, or other provision of this Agreement and any exhibits or documents attached hereto shall not affect the remaining portions thereof.

6.8 Each and every provision required by law in effect at the time of the signing of this contract to be inserted in this Agreement because the Town is a municipality, shall be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein, and in the event any such provision is not inserted or is not correctly inserted, then, upon the application of the Town, this Agreement shall be amended to make such insertion or correction.

6.9 All references herein to the term "days" shall refer to calendar days; however, if any date on which time periods scheduled to expire herein is a Saturday, Sunday or holiday (federal, state or town) the subject date shall be extended to the next business day.

6.10 Any notice required or permitted to be given hereunder shall be in writing and shall be deemed given whether or not received, when delivered personally or two (2) business days after it has been deposited in the United States mail, postage prepaid, by certified or registered mail, return receipt requested, addressed to the parties as follows:

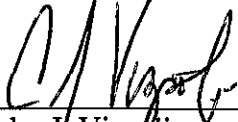
Notice to Town of Andover:	Andover Board of Selectmen c/o Andover Town Manager Town Offices 36 Bartlet Street Andover, MA 01810
With a copy to:	Thomas J. Urbelis, Esquire Urbelis & Fieldsteel, LLP 155 Federal Street Boston, MA 02110-1727 Fax (617) 338-0122
Notice to Sponsor Foundation:	Andover Youth Foundation, Inc. c/o Diane Costagliola, President P.O. Box 5051 Andover, MA 01810
With a copy to:	Michael D. Rosen, Esquire Ruberto, Israel & Weiner 255 State Street, 7 <sup>th</sup> Floor Boston, MA 02109 Fax (617) 742-2355
With a copy to:	Andover Youth Foundation, Inc. P.O. Box 5051 Andover, MA 01810

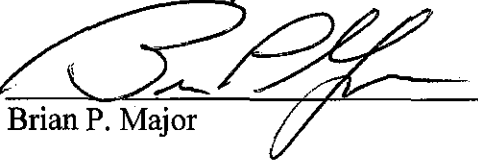
[SIGNATURES ON FOLLOWING PAGE]

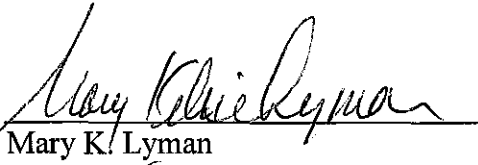
IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date and year first above set forth.

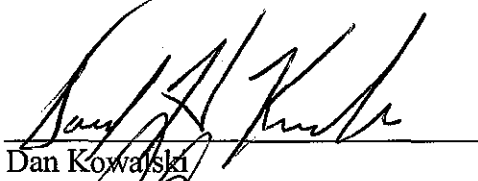
TOWN:  
TOWN OF ANDOVER  
By its Board of Selectmen

SPONSOR FOUNDATION:  
ANDOVER YOUTH FOUNDATION, INC.

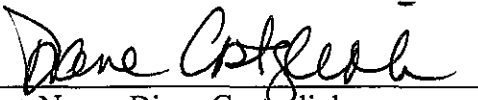
By:   
Alexander J. Vispoli

By:   
Brian P. Major

By:   
Mary K. Lyman

By:   
Dan Kowalski

By:   
Paul Salafia

By:   
Name: Diane Costagliola  
Title: President

By:   
Name: Brian Lynch  
Title: Treasurer

EXHIBIT A - 1

**H**  
 Hatterson Associates, Inc.  
 Landscape Architecture & Land Planning  
 11 Tremont Street  
 Boston, Massachusetts 02108  
 Tel: (617) 552-1100

Project: **ANDOVER YOUTH CENTER**  
 Address: Andover, Massachusetts

Drawing Title: **Parcel Area Layout Plan**

Author	
Checker	
Scale	
Date	
Sheet	1 of 1
Drawn	08/07
Plot	08/07
Checked	
Drawn	

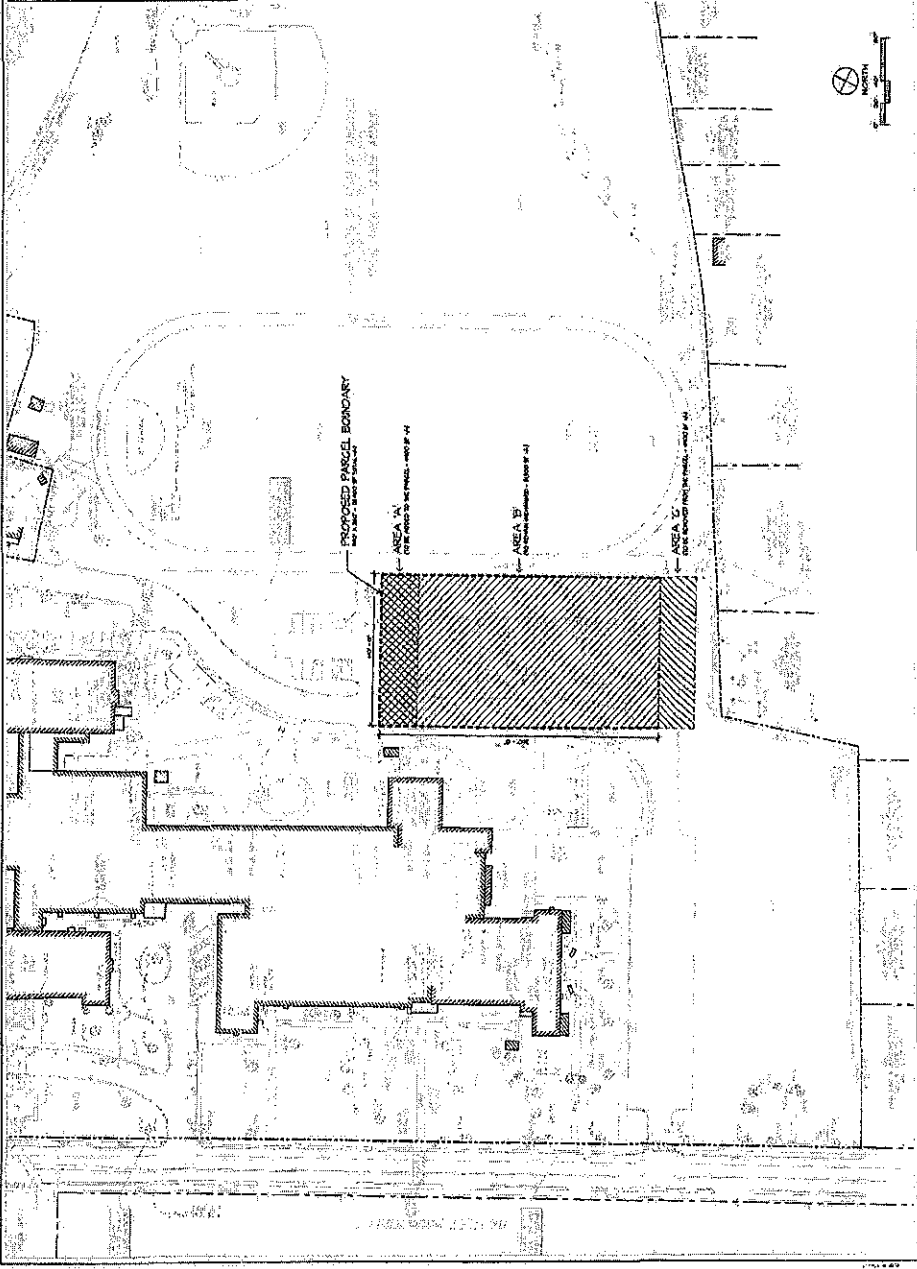


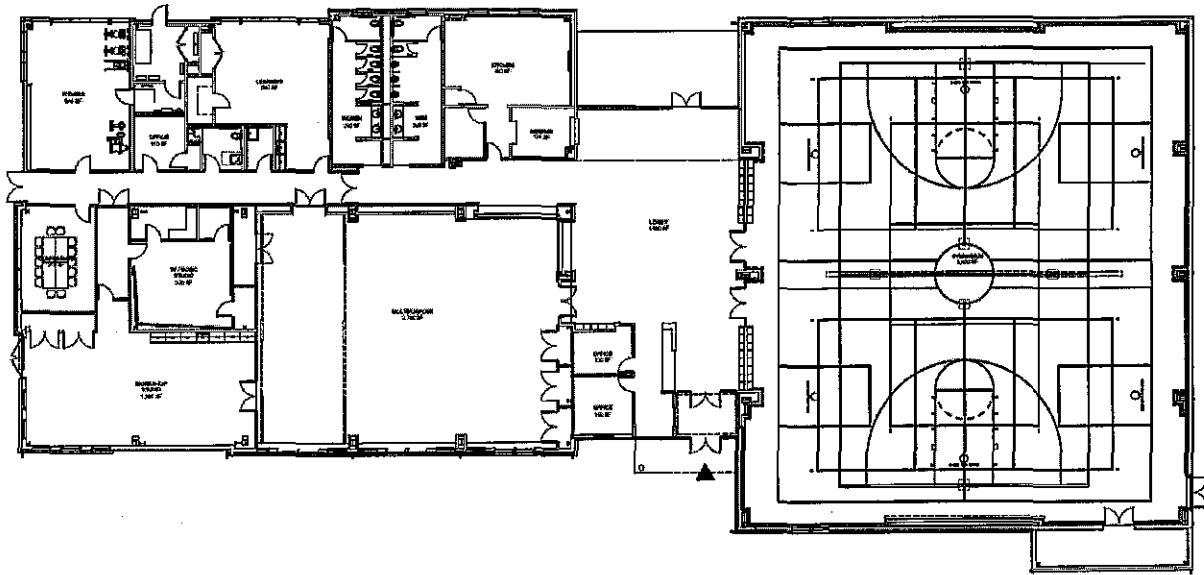
EXHIBIT REFERENCED IN 3.3

Design Parameters

- A. Useable Square Footage: Approximately 20,000 square feet
- B. Footprint: Approximately 20,000 square feet
- C. Additional Parking Spaces: Approximately 8
- D. Project Costs estimated at \$5.3 Million
- E. Containing the following space:
  - i. 1 Full Size Athletic/Basketball Court
  - ii. 1 Central/multipurpose room with capacity of 300
  - iii. Approximately 4 rooms for activities
  - iv. Approximately 2 offices

EXHIBIT B





DIVISION 10, 11, 12: FURNISHING

- The items listed below are included within the budget:

<u>Specialties</u>	
Telephone/PA system	\$8,000
Storage shelving	\$3,000
Visual display – Directory, info boards	\$1,000
Fire extinguisher cabinets	\$1,000
Backpack cubicles (partial)	\$6,000
Misc. hdwe (postal, shower door, etc.)	<u>\$1,000</u>
Total Specialties	\$20,000

<u>Misc. Items</u>	
Toilet Partitions	\$8,000
Toilet accessories	\$4,000
Window treatment (Conference & Staff)	\$4,000
Signage	<u>\$4,000</u>
Total Misc. Items	\$20,000

- The items listed below are not presently included within the budget, but would be priority items to open the facility and start running programs:

Staff office furnishings (desks, chairs, filing cabinets)	\$5,000
Conference room (table, chairs, whiteboard)	\$3,800
Misc. balls & equipment	<u>\$1,000</u>
Additional Priority Furnishings Subtotal	\$9,800

- The items listed below are not presently included within the budget, but would be helpful to fully support the program needs of the building:

Gym wall mats & misc. floor mats	\$15,000
Misc. gym equipment (volleyball nets, rock wall)	\$12,000
Gym rolling screen	\$ 6,000
Televisions & monitors	\$15,000
Conference room projector & screen	\$ 5,000
Great room projector, movie screen, audio system	\$15,000
Great room stage curtain & stage lighting	\$10,000
Event & misc. tables & chairs	<u>\$15,000</u>
Additional Furnishings Subtotal	\$93,000

AMENDMENT TO GRANT AGREEMENT

YOUTH CENTER

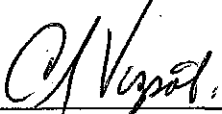
The Town of Andover and the Andover Youth Foundation, Inc. hereby agree to amend their Grant Agreement as follows:


In Section 3.4, fourteenth line, change "110%" to "105%."


In Section 3.4, seventeenth line, change "10%" to "5%."

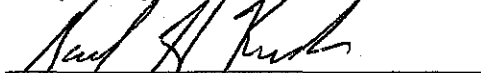
In Section 3.5, fifth line, change "110%" to "105%."


TOWN OF ANDOVER  
By its Board of Selectmen

  
\_\_\_\_\_  
Alexander J. Vispoli


  
\_\_\_\_\_  
Brian P. Major

  
\_\_\_\_\_  
Mary K. Lyman

  
\_\_\_\_\_  
Dan Kowalski

  
\_\_\_\_\_  
Paul Salaffa

ANDOVER YOUTH FOUNDATION, INC.

  
\_\_\_\_\_  
Diane Costagliola, President

  
\_\_\_\_\_  
Brian Lynch, Treasurer

1st  
Amendment

AMENDMENT TO GRANT AGREEMENT  
YOUTH CENTER

The Town of Andover and the Andover Youth Foundation, Inc. hereby agree to further amend their Grant Agreement as follows:

In Section 3.4, fourteenth line, delete: "105% of the total Project Costs (including architects fees, general conditions, bonds, insurance, escalation to midpoint construction at 2%, estimating design contingency at 3% and site work costs performed with Doherty School project) and Improvements, less \$2,858,000. The additional 5% shall be referred to as the Contingency Fund" and substitute: "\$5,468,563 Project Costs less \$2,858,000 plus \$238,000 as a Contingency Fund." <sup>5,463,563</sup>


In Section 3.4, twenty-third line, delete: "5% of the total Project Cost (including architect fees)" and substitute "\$238,000."

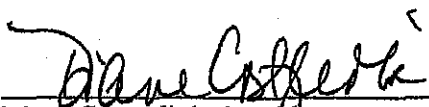
In Section 3.5, fifth line, delete: "105% of the Project Costs" and substitute "\$5,468,563 plus \$238,000 contingency." <sup>5,463,563</sup>

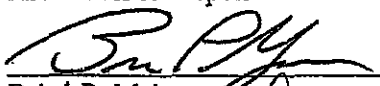
TOWN OF ANDOVER  
By its Board of Selectmen

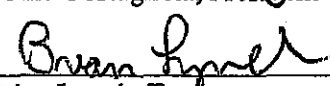
ANDOVER YOUTH FOUNDATION, INC.

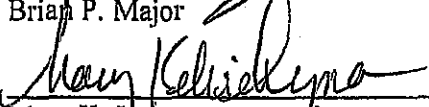
On November 4, 2013

  
\_\_\_\_\_  
Alexander J. Vispoli

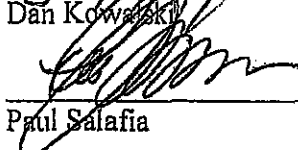
  
\_\_\_\_\_  
Diane Costagliola, President

  
\_\_\_\_\_  
Brian P. Major

  
\_\_\_\_\_  
Brian Lynch, Treasurer

  
\_\_\_\_\_  
Mary K. Lyman

  
\_\_\_\_\_  
Dan Kowalski

  
\_\_\_\_\_  
Paul Salafia

*Second Amendment*

AMENDMENT TO GRANT AGREEMENT

#3

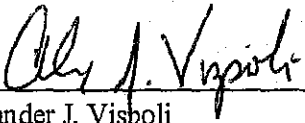
YOUTH CENTER

The Town of Andover and the Andover Youth Foundation, Inc. hereby agree to amend their Grant Agreement as follows:

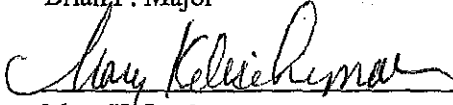
In Section 3.4, fourteenth line, change "\$5,468,563 to \$5,463,563."

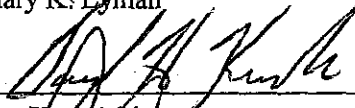
In Section 3.5, fifth line, change "\$5,468,563 to \$5,463,563."

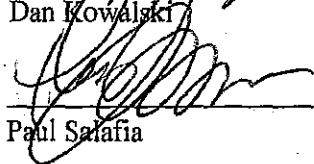
TOWN OF ANDOVER  
By its Board of Selectmen

  
\_\_\_\_\_  
Alexander J. Vispoli


  
\_\_\_\_\_  
Brian P. Major

  
\_\_\_\_\_  
Mary K. Lyman

  
\_\_\_\_\_  
Dan Kowalski

  
\_\_\_\_\_  
Paul Salafia

ANDOVER YOUTH FOUNDATION, INC.

  
\_\_\_\_\_  
Diane Costagliola, President

  
\_\_\_\_\_  
Brian Lynch, Treasurer

*Third  
Amendment*