

TOWN OF TYRONE

STATE OF GEORGIA

GRANT AGREEMENT

THIS GRANT AGREEMENT entered this ____ day of _____, 2022, by and between the Town of Tyrone, a municipal corporation of the State of Georgia, acting by and through its Mayor and Council, hereinafter referred to as the “Town,” and the Castle Lake Maintenance and Repair Funding Group, Inc., a corporation duly organized in the State of Georgia, acting by and through its designated officers, hereinafter referred to as the “Funding Group,” for the purpose of having the Town assist the Funding Group to obtain grant funding for upgrading and maintaining the dam in Castle Lake, hereinafter the “Castle Lake Dam,” within the Castle Lake subdivision, hereinafter referred to as the “Grant Agreement.”

W I T N E S S E T H:

WHEREAS, the Town is a duly organized municipal corporation within the State of Georgia and is authorized to act through its Mayor and Council; and

WHEREAS, the Funding Group is a duly organized corporation within the State of Georgia and is authorized to act through its designated officers; and

WHEREAS, the Funding Group was organized for the purpose of providing funding to upgrade and maintain the Castle Lake Dam; and

WHEREAS, a funding opportunity is available through a High Hazard Potential Dam Grant, hereinafter the “Grant,” through the Safe Dams department of the Environmental Protection Division for the State of Georgia; and

WHEREAS, those persons eligible to receive the Grant are generally limited to local governments, and persons sponsored by local governments, hereinafter “Sponsor,” among others; and

WHEREAS, the Funding Group desires the Town to act as its sponsor making it eligible to receive a Grant; and

WHEREAS, the Town is in agreement to act as the sponsor for the Funding Group under certain terms and conditions.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Town and the Funding Group, the Town and the Funding Group hereby agree as follows:

1,

The Town has agreed to act as Sponsor for the Funding Group and has in fact taken action to serve as Sponsor for the Funding Group at its meeting on Thursday, May 20, 2021, by voting unanimously to serve as Sponsor for the Funding Group conditioned upon certain terms being met by the Funding Group: 1. Matching funds necessary to receive the Grant of approximately ONE HUNDRED FORTY-NINE THOUSAND EIGHT HUNDRED AND 00/100 (\$149,800.00) DOLLARS, hereinafter referred to as the “Matching Dollars,” shall be placed in an account to be used solely for the matching funds of the Grant; 2. The Funding Group shall reimburse all costs to the Town in the Town’s efforts while acting as Sponsor for the Grant; and 3. The Funding Group shall ensure the funding mechanism for maintaining the Castle Lake Dam will be in place for at least 50 years.

2.

The Funding Group shall deposit the Matching Dollars in an account on or before February 28, 2022, or upon notification of a successful award of the Grant, whichever is the first to occur. The Funding Group understands that the Matching Dollars is an estimate based upon the understanding of the Funding Group as to the amount which will be required if it is successful in being awarded the Grant. To the extent that the Matching Funds is not sufficient for the Grant award, the Funding Group shall increase the amount paid into the account to an amount equal to the minimum necessary for the Grant award.

3.

All requests for reimbursement from the Town to the Funding Group shall be satisfied by the Funding Group within 30 days from its receipt of the reimbursement request.

4.

The Funding Group understands that the Town is operating solely as the Sponsor for the Grant on behalf of the Funding Group. All costs incurred by the Town in its efforts to apply for, receive, and disburse the Grant award, if any, will be reimbursed to the Town by the Funding Group. The Funding Group understands that all costs which are incurred by the Town which are the result of the Town serving as the Sponsor for the Grant will be reimbursed to the Town by the Funding Group.

5.

All notices between the Town and the Funding Group shall be made to those persons identified by the Town and the Funding Group as the recognized contact person for the respective entity. Notices are deemed to be given if placed in the U.S. Mail with sufficient postage affixed thereon and addressed as follows:

If to the Town: Town Manager
 950 Senoia Road
 Tyrone, Georgia 30290

If to the Funding Group: Mr. Stephen Castlen
 209 Castlewood Road
 Tyrone, Georgia 30290

Notices are deemed to be received three days subsequent to the postmark date. Alternatively, notices provided via overnight delivery are deemed to have been given the next day.

6.

The Town and the Funding Group understand that when matching funds are requested to receive the Grant the Town is under no obligation to pay the required funds. The Funding Group is the sole responsible party for the payment of the funds required to receive the Grant. To the extent that the Grant is rescinded for any reason, either due to the lack of timely payment of the matching funds for the Grant, or for any other reason, the Town and the Funding Group understand that the Town bears no responsibility for the decision to rescind the Grant.

7.

The term of this Grant Agreement shall be for 50 years from the Effective Date hereof. The Funding Group shall take all action necessary to ensure that the Funding Group shall remain in existence throughout the term of this Grant Agreement.

8.

All communications with Safe Dams, or any agent thereof, in the context of seeking an award of the Grant shall be either through a representative of the Town or in conjunction with a representative of the Town. The Town and the Funding Group understand that a successful Grant award comes with the concomitant obligation to justify the expenditure of the Grant funds. Such obligation will most likely occur as well as in the context of subsequent year's audits. All

costs for the activities requiring the Town's involvement shall be reimbursed to the Town from the Funding Group.

9.

The Town agrees to use its best efforts to apply for, receive, and disburse the Grant award, if any, and to do so on a timely basis in support of the Funding Group and its efforts to upgrade and maintain the Castle Lake Dam. The Funding Group agrees to use its best efforts to support the Town in its Grant activities as well as to prosecute the upgrading and maintaining of the Castle Lake Dam in a workmanlike manner.

10.

Should any provision of this Grant Agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this Grant Agreement or the application of such provision to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Grant Agreement shall be valid and enforceable to the full extent permitted by law.

11.

Any dispute which may arise under or as a result of this Grant Agreement and/or the performance hereof shall be resolved in a court of competent jurisdiction in Fayette County, Georgia.

12.

This Grant Agreement shall constitute the entire agreement between the parties. This Grant Agreement supersedes and replaces any and all previous agreements between the Town and the Funding Group.

13.

No modification or addition to this Grant Agreement shall be binding upon any party hereto unless said modification or addition is evidenced in a writing executed by all parties hereto.

14.

This Grant Agreement shall become effective upon the approval of the Town and the Funding Group and is contingent upon the Funding Group being awarded the Grant that was applied for in 2021.

WHEREFORE, the Town and the Funding Group have hereupon set their hands and seals on the date first above written.

(SEAL)

MAYOR AND COUNCIL FOR
THE TOWN OF TYRONE

By: _____
ERIC DIAL, Mayor

ATTEST:

Dee Baker, Town Clerk

(SEAL)

CASTLE LAKE MAINTENANCE AND
REPAIR FUNDING GROUP, INC.

By: _____
STEPHEN CASTLEN, CEO

ATTEST:

Joyce Genter, Secretary