

# GRANT AGREEMENT

*between the*

State of Rhode Island and Providence Plantations  
Department of Environmental Management  
Division of Planning & Development  
235 Promenade Street  
Providence, Rhode Island 02908

*and*

Town of Foster  
181 Howard Hill Road  
Foster, Rhode Island

*In the Amount of:*

**\$400,000.00**

*2018 Green Economy and Clean Water Bond*

For the Period of:

July 1, 2020 – June 30, 2023

*For the Purpose of*

Foster Athletic Fields Construction Phase 2  
Pole#156.5 Foster Center Road  
Foster, Rhode Island  
(2020-70-05)

## GRANT AGREEMENT

This Grant Agreement (hereinafter "Agreement") is made and entered into by and between the Town of Foster, a Rhode Island Municipality, located at 181 Howard Hill Road, Foster, Rhode Island (hereinafter "Grantee") and the State of Rhode Island, Department of Environmental Management, located at 235 Promenade Street, Rhode Island 02908 (hereinafter "DEM") (collectively the "Parties").

WHEREAS, DEM has awarded Grantee a grant entitled Foster Athletic Fields Construction Phase 2 (hereinafter "Project") pursuant to the Grant Application dated November 12, 2019 on file with DEM including a map (hereinafter "Application") for property located at Pole#156.5 Foster Center Road, Foster, Rhode Island (hereinafter "the Property") to conduct the work outlined within the Scope of Work attached hereto as Exhibit A; and

NOW THEREFORE, for and in consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEM and Grantee enter into this Agreement, on the terms and conditions contained herein:

**PARAGRAPH 1: TERM OF AGREEMENT:**

The term of this Agreement shall be for three (3) years and commence on July 1, 2020 and conclude on June 30, 2023, contingent upon the issuance of a Purchase Order by the Rhode Island Department of Administration.

**PARAGRAPH 2: PERFORMANCE PERIOD:**

The Project [work/construction/labor] must be completed within the Performance Period of two and a half years (2.5 years), which begins the date a Purchase Order is issued and will end December 31, 2022 (hereinafter "Performance Period"). All invoices must be submitted to DEM within ninety (90) days following the completion of the Project Performance Period or by March 31, 2023.

**PARAGRAPH 3: PURPOSE:**

The purpose of this Agreement is to conduct the work as outlined in the Scope of Work (Exhibit A) and Budget and Contract Schedule (Exhibit B).

**PARAGRAPH 4: GRANTEE'S DUTIES:**

Grantee shall perform the Project as set forth in the Scope of Work (Exhibit A) and Budget and Contract Schedule (Exhibit B) for the property depicted in Project Boundary Map (Exhibit C). In its performance under this Agreement and when utilizing funds received from this Agreement, Grantee shall comply with all applicable federal, State, and local laws, and all applicable State regulations and policies.

Grantee shall record in the Grantee's land evidence records a Notice of Grant Agreement agreeing to maintain the Property for permanent public outdoor recreation (see attached example attached hereto as Exhibit D) and provide the recorded document to DEM in advance of any payment request.

Grantee shall not use funds received under this Agreement to lobby federal, State or local officials or their staff to receive additional funding or influence legislation.

Grantee shall maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this Agreement from expenditures not attributable to this Agreement.

Upon request by DEM, Grantee shall make available all of its books, records, documents, and accounting procedures and practices relevant to this Agreement to the State for inspection and audits conducted pursuant to Paragraph 9 – State Audits.

**PARAGRAPH 5: AUTHORIZED REPRESENTATIVES:**

DEM's Authorized Representative: DEM's Authorized Representative for purposes of administering this Agreement is:

Megan DiPrete, Chief  
Division of Planning & Development  
Department of Environmental Management  
235 Promenade Street  
Providence, RI 02908  
Phone: (401 )222-2776 x4307  
Email: [megan.diprete@dem.ri.gov](mailto:megan.diprete@dem.ri.gov)

DEM's Authorized Representative has the responsibility to monitor the Grantee's performance and review each request for reimbursement and the supporting documentation submitted by the Grantee.

GRANTEE's Authorized Representative: Grantee's Authorized Representative for purposes of administering this Agreement is:

Michael Antonellis  
Town Planner  
Town of Foster  
181 Howard Hill Road  
Foster, Rhode Island 02825  
401.568.6206  
[mantonellis@townoffoster.com](mailto:mantonellis@townoffoster.com)

If either Party selects a new Authorized Representative at any time during this Agreement, they must notify the other Party in writing.

**PARAGRAPH 6: CONSIDERATION AND PAYMENT**

The total cost of the work to be reimbursed under this Agreement shall not exceed Four Hundred Thousand Dollars (\$400,000.00). Grantee shall provide a minimum match of twenty percent (20%) of total project cost of the grant pursuant to the Scope of Work and Budget and Contract Schedule. The source of funding is not subject to Federal reporting requirements.

PAYMENT METHOD: DEM will not pay Grantee any expenditures incurred outside of the Performance Period. All documented costs, expenditures and invoices shall be consistent with the Scope of Work and Budget Contract Schedule

All payments shall be on a reimbursement basis and made in accordance with procedures established by the DEM and the Rhode Island State Controller. There shall not be more than 4 payments to Grantee by DEM. Requests for reimbursement shall be made in the form of paid invoices with valid supporting documentation that indicate the nature and time of the expenses, including payroll records and cancelled checks where applicable within ninety (90) days following the completion of the Project Performance Period as outlined in Paragraph 2.

LIMIT OF PAYMENTS: In no event shall the total obligation of DEM for all payments and reimbursements to Grantee under this Agreement exceed the Project Budget.

**PARAGRAPH 7: ASSIGNMENT, AMENDMENTS, WAIVER and MODIFICATIONS**

ASSIGNMENT: Grantee may neither assign nor transfer any rights or obligations under this Agreement.

AMENDMENTS: Any amendment to this Agreement must be in writing and approved by DEM and shall not be effective until it has been executed by the Parties.

WAIVER: If DEM fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

MODIFICATIONS: The Parties agree that no modification of this Agreement may be made except pursuant to a written agreement signed by the Parties.

**PARAGRAPH 8: INDEMNIFICATION**

Grantee shall indemnify, save, and hold DEM, its agents, and employees harmless from any claims or causes of action arising from the performance of this Agreement by Grantee or the Grantee's agents or employees.

During and as a result of any projects and activities that are conducted by Grantee on property owned or managed by DEM, Grantee hereby agrees that it shall indemnify and hold harmless DEM for all loss, damage and injury, including bodily injury and death, caused by the negligence or willful act or omission of Grantee its agents, employees, invitees, volunteers and all others pursuant to this Agreement.

**PARAGRAPH 9: STATE AUDITS**

DEM and its authorized representatives shall have the right to audit, examine and make copies of all financial and related records relating to this Agreement. Grantee shall cooperate with any state or federal audit with regard to this Agreement and shall maintain complete and accurate accounting records pertaining to this Agreement for a period of seven (7) years after this Agreement has closed.

**PARAGRAPH 10: WORKERS' COMPENSATION**

Grantee certifies that it is in compliance with State laws relating to workers' compensation coverage. Grantee's employees and agents will not be considered State employees. Any claims that may arise on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

**PARAGRAPH 11: PUBLIC RECORDS**

All records possessed by DEM in connection with this Agreement are subject to the Rhode Island Access to Public Records Act (hereinafter "APRA"), R.I. Gen. Law § 38-2-1, et seq. In no event shall DEM be liable to Grantee for releasing to the public any records relating to this Agreement that DEM determines should or must be released in accordance with APRA.

**PARAGRAPH 12: GOVERNING LAW**

This Agreement and performance hereunder shall be construed under the laws of the State of Rhode Island.

**PARAGRAPH 13: TERMINATION**

DEM may terminate this Agreement without notice in the event of material breach of contract by Grantee.

In the event that the amount of any available or appropriated funds provided for the purpose of this Agreement shall be reduced, terminated, or not continued at an aggregate level sufficient for this Agreement, DEM shall notify the Grantee of such reduction of funds and the DEM shall be entitled to reduce its

commitment accordingly, but shall be obligated for payments due to Grantee up to the time of such notice.

**PARAGRAPH 14: ASSURANCES:**

This Agreement is executed, delivered, and accepted upon the express terms, covenants and conditions herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

**PARAGRAPH 15: PUBLICITY**

The Grantee shall post a sign at the Project listing DEM as the source of funding for the Project and give due credit to the DEM in the creation of products resulting from the Project. All media announcements, signage, reports and any other materials produced for public consumption, printed or electronic, pursuant to this Agreement must recognize the Department of Environmental Management and as a source of funding.

**PARAGRAPH 16: ATTACHMENTS**

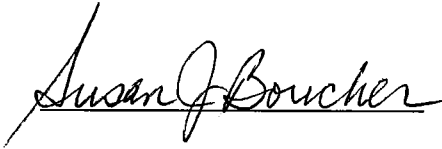
Attached hereto and made part of this Agreement are the following exhibit(s):


- Exhibit A – Scope of Work
- Exhibit B – Budget and Contract Schedule
- Exhibit C – Project Boundary Map
- Exhibit D – Notice of Grant Agreement

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

WITNESSES

**TOWN OF FOSTER**



By:  6/02/2020  
Denise DiFranco Date  
Town Council President

WITNESSES

**STATE OF RHODE ISLAND  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

\_\_\_\_\_

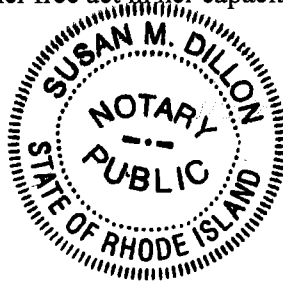
By: \_\_\_\_\_  
Janet Coit Date  
Director

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In the Town of Foster in said County and State, on the 22 day of June in year 2020, before me personally appeared Denise DiFranco, Town Council President, of the Town of Foster, to me known and known by me to the party executing the foregoing instrument for and on behalf of the Town of Foster, and she acknowledged said instrument by he executed to be her free act in her capacity as aforesaid, and the free act and deed of the Town of Foster.

Susan M. Dillon

Notary Public



STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In the City of Providence in said County and State, on the \_\_\_\_\_ day of \_\_\_\_\_, in year 2020, before me personally appeared Janet Coit, the Director of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to the party executing the foregoing instrument for and on behalf of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, and she acknowledged said instrument by her executed to be her free act and deed in her capacity as aforesaid, and the free act and deed of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**

I, Susan Dillon certify that I am the Town Clerk of the Town of Foster, the municipality described in and which executed the foregoing instrument with the State of Rhode Island, Department of Environmental Management: that the said municipality is organized under the laws of the State of Rhode Island that Denise DiFranco who executed said instrument as the Town Council President of said municipality was then the Town Council President of said municipality and was duly authorized to execute said instrument on behalf of said municipality: that I know the signature of said Town Council President and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal of said Municipality the 22<sup>nd</sup> day of June, 2020.

SIGNED:

Susan M. Dillon



**EXHIBIT A - SCOPE OF WORK**

Foster Athletic Fields Phase 2  
 Pole #156.5 - Foster Center Road, Foster, RI  
 Map 11/Lot 57  
 (2020-70-05)

**PROJECT INFORMATION:**

This project was funded by the 2018 Green Economy Bond for the development and renovation of public outdoor recreational facilities in perpetuity for the benefit of all Rhode Island residents.

**PURPOSE:**

To develop new athletic fields as Phase 2 of the Foster Athletic Fields

**SCOPE OF WORK:**

| ITEM# | WORK DESCRIPTION                                                                |
|-------|---------------------------------------------------------------------------------|
| 1     | New soccer/football field                                                       |
| 2     | New basketball court                                                            |
| 3     | New Tennis Court                                                                |
| 4     | Extension of walking trail                                                      |
| 5     | New well sprinkler system                                                       |
| 6     | New fencing round play courts                                                   |
| 7     | New LID elements including vegetated basins                                     |
| 8     | New shade, ornamental and evergreen trees, shrub borders and landscape features |

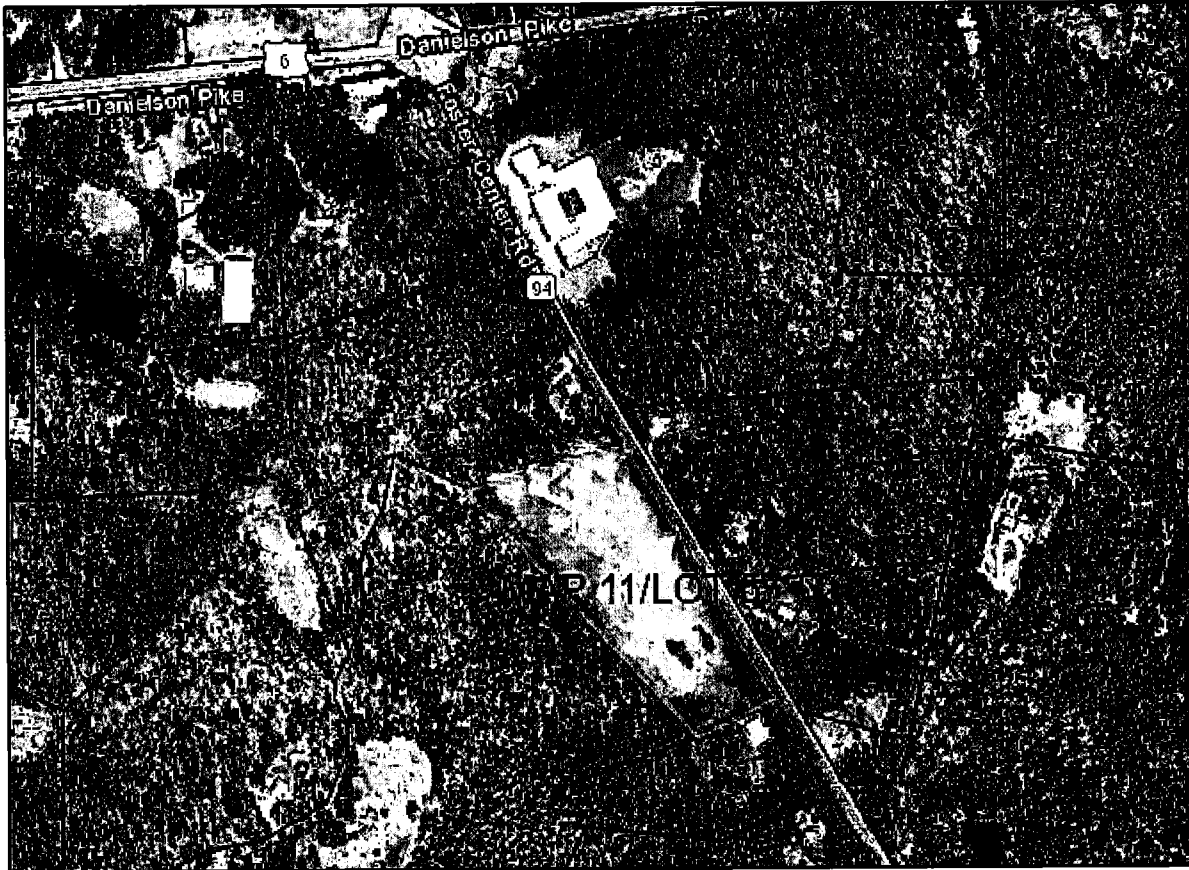
**EXHIBIT B – BUDGET and CONTRACT SCHEDULE**

Foster Athletic Fields Phase 2: Pole #156.5 - Foster Center Road, Foster, RI  
 Map 11/Lot 57  
 (2020-70-05)

| DEM Grant Amount (80%)                                                              | TOWN/CITY Match Amount (20%)                  | TOTAL PROJECT (100%) |
|-------------------------------------------------------------------------------------|-----------------------------------------------|----------------------|
| \$400,000.00                                                                        | \$100,000.00                                  | \$500,000.00         |
| <b>CONTRACT SCHEDULE</b>                                                            |                                               |                      |
| Grant Start Date                                                                    | 7/1/2020                                      |                      |
| Performance Period Start Date                                                       |                                               |                      |
| Status Reports                                                                      | Due every six months until project completion |                      |
| Performance Period End Date (End of work/construction/labor)                        | 12/31/2022                                    |                      |
| Final Invoices & Final Report due (Within 90 days from Performance Period End Date) | 3/31/2023                                     |                      |
| Grant End Date                                                                      | 6/30/2023                                     |                      |

**EXHIBIT C - PROJECT BOUNDARY MAP**

Foster Athletic Fields Phase 2  
Pole #156.5 - Foster Center Road, Foster, RI  
Map 11/Lot 57  
(2020-70-05)





**EXHIBIT D - NOTICE OF GRANT AGREEMENT**

Foster Athletic Fields Construction Phase 2  
Pole#156.5 Foster Center Road, Foster RI  
Map 11/Lot 57  
(2020-70-05)

The Town of Foster and its successors and assigns (hereinafter Foster) acknowledges property located at Pole#156.5 Foster Center Road in the Town of Foster, County of PROVIDENCE, State of Rhode Island, as more particularly delineated on Attachment "A" attached hereto and made a part hereof (hereinafter PREMISES) has been improved in part with state bond funds received from the State of Rhode Island and Providence Plantations, Department of Environmental Management, its successors and assigns (hereinafter DEM) and that the Premises described is subject to all the terms and conditions of Grant 2020-70-05 (hereinafter GRANT AGREEMENT) between the DEM and the Town of Foster. A copy of the Grant is kept on file at the offices of the Town of Foster, and of the DEM, 235 Promenade Street, Providence, Rhode Island 02908.

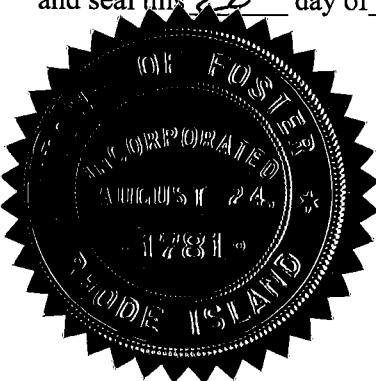
The Town of Foster acknowledges that the Premises, which is the subject of this Grant, is improved for the approved purpose of permanent public outdoor recreation. The Town of Foster further acknowledges that the Premises will be managed for long-term public use for recreation. The Town of Foster, as the Grant Recipient hereby acknowledges that the Premises will be used and will continue to be used for the approved purposes for which it is improved and that the Premises may not be conveyed or encumbered, in whole or in part, to any other party or for any other use, whatsoever, without the written consent of DEM.

If the of Town of Foster at any time fails in its obligation to properly maintain the Premises in accordance with the purposes and functions of the GRANT AGREEMENT the Premises must be replaced, within three years, and with prior written approval of the DEM with like property of equal recreational value at current market prices and equal benefits. Further, if the Premises is used for activities that interfere with accomplishment of approved purposes, the violating activities must cease, and any resulting adverse effects must be remedied.

If the Town of Foster determines the Premises is no longer needed or useful for its original purpose and the DEM concurs, the Town of Foster, may, with the prior consent of the DEM: either (1) improve another parcel of real property of equal value that serves the same approved purpose as the original Premises and manage the newly improved real property for same purposes specified in the original Grant, or (2) as a last resort, transfer the Premises to the DEM or to a third-party designated or approved by the DEM.

The Town of Foster, as Grant Recipient hereby confirms its obligations and responsibilities with regards to the Premises pursuant to terms and conditions associated with GRANT AGREEMENT 2020-70-05.

IN WITNESS WHEREOF, the Town of Foster, has set its hand  
and seal this 22<sup>nd</sup> day of June, 2020.



By: Suzanne M. Dillon  
Denise Johnson

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

On this 12<sup>th</sup> day of June, 2020, before me personally appeared Denise Franco, to me personally known, who, being by me duly sworn, did say personally and under his/her authority as Town Council President that this is his/her free act and deed and the free act and deed of the Susan M. Dillon Town Clerk.

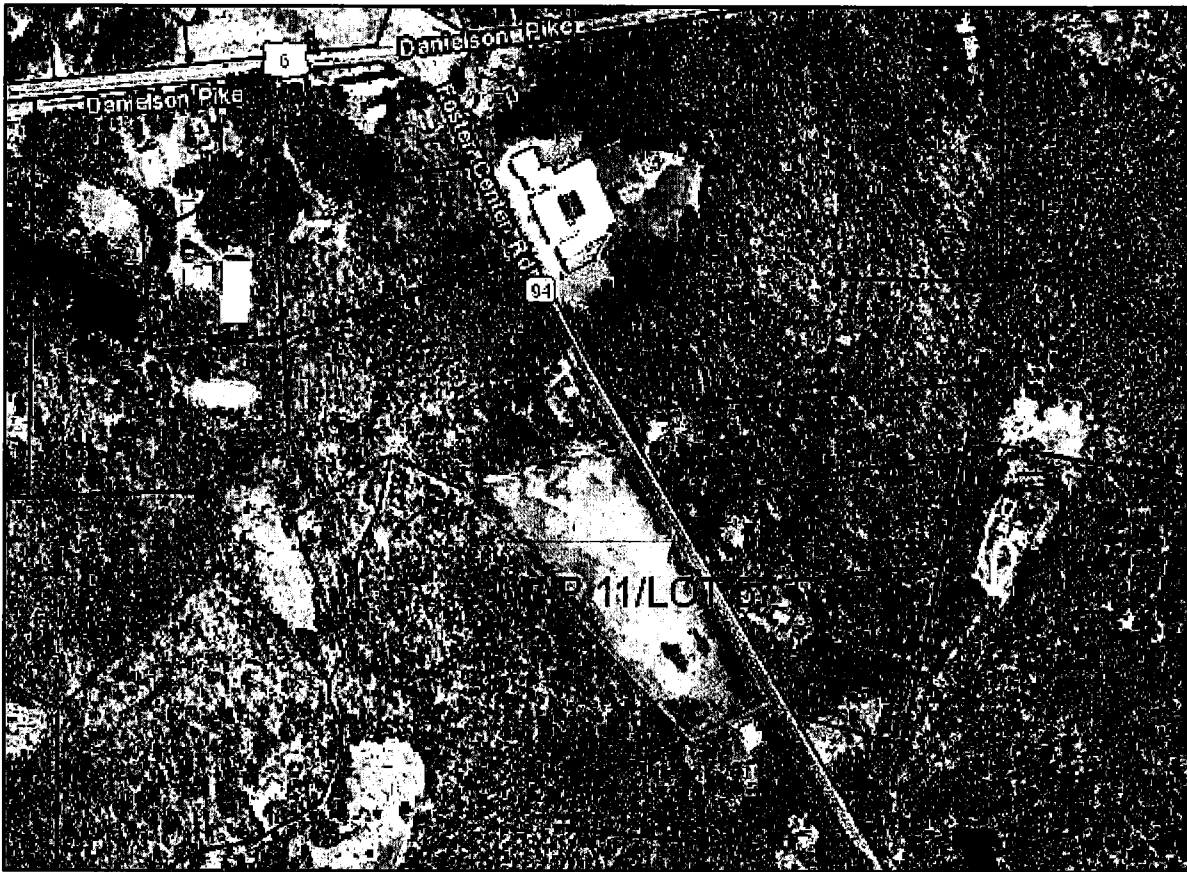
Michael DeLeon  
Notary Public

My Commission Expires: 11/21/2020

**TO BE RECORDED IN THE TOWN LAND EVIDENCE RECORDS:**

**ATTACHMENT A - PROJECT BOUNDARY PLAN**

Foster Athletic Fields Construction Phase 2  
Pole#156.5 Foster Center Road, Foster, RI  
Map 11/Lot 57  
(2020-70-05)





## RECREATION ACQUISITION & DEVELOPMENT PROGRAM 2020 GUIDANCE DOCUMENT

Congratulations on your 2020 Recreation Grant Award! This Guidance Document was prepared to help you navigate the grant administration process and provide tips for success. Below is a list of steps summarizing the grant administration process followed by more information based on frequently asked questions.

### Summary - Steps in the Grant Administration Process:

- Review and execute grant agreement
- Record Notice of Grant Agreement (see Exhibit D) and submit it to DEM
- Finalize planning & design details
- Undergo bid advertising and award contracts
- Secure permits and approvals as needed
- Start construction
- Submit status reports to DEM (Every six months until project is complete)
- Secure all required inspections
- Complete construction (Within Performance Period of 2.5 years)
- Submit final payment request (Within 90 days of Performance Period end date)
- Submit Final Report (Within 90 days of Performance Period end date)
- Maintain property and ensure public outdoor recreation use continues in perpetuity

### 1. Review and Execute Grant Agreement and Exhibits:

- Exhibit A – Scope of Work:
  - Complete all items listed in the Scope of Work and within the grant Performance Period.
- Exhibit B – Budget and Contract Schedule:
  - Agreements will be executed for up to a 3-year period; however, all work/construction/labor must be completed within 2.5 years. Final invoices and a Final Report must be submitted within 90 days following the end of the work/construction/labor period (Performance Period) as outlined below:

|                                                                  |                                |
|------------------------------------------------------------------|--------------------------------|
| Grant Start Date                                                 | Day 1                          |
| Performance Period Start Date (Start of work/construction/labor) |                                |
| Status Reports - due biannually every 6 months                   | Months 6, 12, 18, 24           |
| Performance Period End Date (End of work/construction/labor)     | Month 30 (2.5 years)           |
| Final Invoices & Final Report due                                | Month 33 (2.5 years +3 months) |
| Grant End Date                                                   | Month 36                       |

- Exhibit C – Project Boundary Map:
    - Confirm the accuracy of boundary information as the map identifies the premises to be held in public recreational use in perpetuity.
  - Exhibit D – Notice of Grant Agreement:
    - Record document in land evidence records & submit a recorded copy (with Book/Page noted) to DEM.
2. **Grant Start Date:** Work subject to the grant is not authorized to begin until DEM issues a fully executed grant agreement to the grantee and receives an approved state purchase order. Grantees will be notified of the grant start date.
3. **Planning and Design:**
- Recreational resources must be ADA accessible. Please coordinate directly with the Governor’s Commission on Disabilities ([www.gcd.ri.gov](http://www.gcd.ri.gov)).
  - The recreational resource must be open to the general public as these grants are sourced from voter-approved state bond funds:
    - The site must be accessible and available to the general public.
    - Fees – If **no** fees are charged to city/town residents, then fees cannot be charged to all other RI residents. If fees **are** charged to city/town residents, then fees to all other RI residents cannot be more than twice the city/town resident fee.
4. **Bidding and contract awards:** Competitive bidding: publicly funded projects such as these must be bid following state purchasing requirements.
5. **Permitting:**
- Obtain all required local and state permits prior to commencement of the project.
  - Inform DEM of any issues that arise during the permitting process.
6. **Start of Project Construction:**
- Press events/groundbreakings: If the city/town would like the DEM Director to attend an event, please notify DEM well in advance. In all other cases, please provide at least one weeks’ notice of such events.
  - Photos: take photos before, during and after project completion and submit them to DEM with the Final Report. Note: all photos submitted to DEM may be used for public outreach.
  - Signage: Provide suitable permanent public acknowledgment of financial assistance by DEM and state bond funds at the project site. DEM will provide a small GreenSpace outdoor sign for this purpose. Electronic versions of the GreenSpace sign are available if you prefer to incorporate it into a larger sign you are creating for the site - please provide an image of the larger sign for review before it is posted.
7. **Reporting requirements:**
- Status Reports: Due every six months (every January and July) until project is completed. Submit a report on where you are in the project i.e. what has been

completed to date in the Scope of Work, noting any issues or concerns, and whether the project is expected to be completed on time and within budget.

- **Final Reports:** Due within 90 days of the end of the Performance Period. Use the Final Report Template located at:  
<http://www.dem.ri.gov/programs/planning/grants/index.php>

#### **8. Reimbursement requests:**

- Up to four payment requests are allowed including the final payment request.
- Track your expenses as you go.
- Payment Request Checklist:
  - See Form at <http://www.dem.ri.gov/programs/planning/grants/index.php>
  - For acquisitions, an acquisition checklist will be made available.
- Compliance Certificate:
  - Submit a signed certificate for each reimbursement request.
  - See Form at <http://www.dem.ri.gov/programs/planning/grants/index.php>
- What is eligible for reimbursement?
  - Expenses for work within the grant agreement Performance Period.
  - Municipally paid expenses to acquire, develop and/or renovate outdoor recreational facilities such as:
    - Reasonable expenses related to engineering, design and permitting.
    - Construction costs.
    - Other – If you are not sure, please ask in advance.
- What is not eligible for reimbursement?
  - Expenses for work outside of the grant agreement Performance Period.
  - Contingencies – un-itemized or non-identifiable expenses.
  - Expenses for items not identified in the Grant Application and/or Work Scope;
  - Expenses for food or beverages.
  - Payment to town employees – while salaries can be used for match, these funds cannot be used to pay for municipal time.
  - Other – If you are not sure, please ask in advance.
- Match Requirements: For development projects, the grantee must provide at least a 20% match of total eligible project expenses of which 100% can be in-kind (non-cash match such as volunteer labor and equipment).
  - What is eligible for match? (Request separate list for acquisition projects):
    - Generally, any municipal or non-municipal expense directly related to the project scope of work that will not be submitted for reimbursement.
  - Documenting eligible in-kind services:
    - For in-kind city/town staff services, provide signed/certified payroll documents with employee names, rates and hours worked on the project.
    - For in-kind city/town equipment, provide a detailed equipment list with hours used and rates. If using FEMA rates, see [www.fema.gov/schedule-equipment-rates](http://www.fema.gov/schedule-equipment-rates).
    - For in-kind volunteers, send signed/certified copies of attendance sheets w/date and time (hours worked). Use the volunteer rate at

[www.independentsector.org/volunteer\\_time](http://www.independentsector.org/volunteer_time) – currently \$ \$25.43/hour in RI (as of 7/23/19).

- If donated time, materials, or equipment, include invoices stating donation and list the value.
  - What is not eligible for match?
    - If it is being reimbursed, then it is not eligible for match.
    - Other - If you are not sure, please ask in advance.
  - How is match calculated?
    - DEM calculates the required minimum match based on **total** eligible costs. Grant funds must equal no more than 80% of total eligible costs.  
Example: Grant of \$400,000:  
$$\$400,000/0.8 = \$500,000 - \$400,000 \text{ [grant amount]}$$
$$= \$100,000 \text{ [minimum required match] (or } \$500,000 \times 20\%)$$
  
Submit documentation totaling \$500,000 or more
  - Typical pitfalls in submitting payment requests:
    - Copy of the front of the check was sent, but not the back of the check.
    - Statement sent instead of invoice.
    - No certified or signed payroll form to prove municipal in-kind services.
    - Invoices for work performed outside the grant Performance Period.
    - Work included that is not part of the grant agreement Scope of Work.
9. **Grant Agreement Amendments:** Please keep DEM informed of any issues that arise. If a grant amendment such as a scope or work change, or time extension, is needed, please use the following guidelines:
- Any and all proposed amendments to the scope of work and agreement must be requested in writing by the city or town and approved in writing by the state prior to the commencement of the work.
  - If the scope of the project needs to be modified, or a time extension is necessary, submit an amendment request letter which includes justification for the amendment, budgetary changes, work completed and summarize the feasibility of the project being completed as proposed.
  - Remember that the Recreation Resources Review Committee (RRRC) scored projects based on what was proposed in the application. Any significant changes to the scope of work will require approval from the RRRC. There are no guarantees that the requested changes will be approved.
  - For grant extension requests, include a specific, realistic date to which the grant must be extended, as well as sufficient documentation to support the request including a description of the project milestones and anticipated schedule for achieving them.
  - Plan ahead. Submit your grant amendment request at least sixty (60) days in advance of the grant expiration date in order to allow time to extend both the grant agreement and purchase order. Do not let a grant agreement expire since **any work completed outside of the grant period cannot be reimbursed.**
  - The state may withdraw project approval if there is no evidence of the project progressing within a reasonable timeframe.

#### 10. Completed Projects:

- Maintain property.
- Oversee that public outdoor recreation use continues in perpetuity.
- DEM treats state bond funds like National Park Service - Land and Water Conservation funds to ensure state investments are maintained in public outdoor recreation use in perpetuity. Unauthorized conversions of the premises (as shown on the boundary plan in Grant Agreement-Exhibit C) are prohibited. Examples of conversions:
  - Property interests conveyed for non-public or non-recreational uses.
  - Non-eligible recreation facilities are developed within the project area.
  - Recreation use of the site is terminated.

#### Questions?

If you have any questions please contact:

Lisa McGreavy, Senior Environmental Planner  
DEM Office of Planning and Development  
[Lisa.mcgreavy@dem.ri.gov](mailto:Lisa.mcgreavy@dem.ri.gov) 401.222.2776 Ext. 7611

For more information about the DEM Recreation Acquisition and Development Program, Statewide Comprehensive Outdoor Recreation Plan (SCORP), bond regulations and forms, see <http://www.dem.ri.gov/programs/planning/grants/index.php>







## RECREATION ACQUISITION & DEVELOPMENT PROGRAM 2020 GUIDANCE DOCUMENT

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- Secure all required inspections
- Complete construction (Within Performance Period of 2.5 years)
- Submit final payment request (Within 90 days of Performance Period end date)
- Submit Final Report (Within 90 days of Performance Period end date)
- Maintain property and ensure public outdoor recreation use continues in perpetuity

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|                                                                  |                                |
|------------------------------------------------------------------|--------------------------------|
| Grant Start Date                                                 | Day 1                          |
| Performance Period Start Date (Start of work/construction/labor) | Day 1                          |
| Status Reports - due biannually every 6 months                   | Months 6, 12, 18, 24           |
| Performance Period End Date (End of work/construction/labor)     | Month 30 (2.5 years)           |
| Final Invoices & Final Report due                                | Month 33 (2.5 years +3 months) |
| Grant End Date                                                   | Month 36                       |

- Exhibit C – Project Boundary Map:
    - Confirm the accuracy of boundary information as the map identifies the premises to be held in public recreational use in perpetuity.
  - Exhibit D – Notice of Grant Agreement:
    - Record document in land evidence records & submit a recorded copy (with Book/Page noted) to DEM.
2. **Grant Start Date:** Work subject to the grant is not authorized to begin until DEM issues a fully executed grant agreement to the grantee and receives an approved state purchase order. Grantees will be notified of the grant start date.
3. **Planning and Design:**
- Recreational resources must be ADA accessible. Please coordinate directly with the Governor’s Commission on Disabilities ([www.gcd.ri.gov](http://www.gcd.ri.gov)).
  - The recreational resource must be open to the general public as these grants are sourced from voter-approved state bond funds:
    - The site must be accessible and available to the general public.
    - Fees – If **no** fees are charged to city/town residents, then fees cannot be charged to all other RI residents. If fees **are** charged to city/town residents, then fees to all other RI residents cannot be more than twice the city/town resident fee.
4. **Bidding and contract awards:** Competitive bidding: publicly funded projects such as these must be bid following state purchasing requirements.
5. **Permitting:**
- Obtain all required local and state permits prior to commencement of the project.
  - Inform DEM of any issues that arise during the permitting process.
6. **Start of Project Construction:**
- Press events/groundbreakings: If the city/town would like the DEM Director to attend an event, please notify DEM well in advance. In all other cases, please provide at least one weeks’ notice of such events.
  - Photos: take photos before, during and after project completion and submit them to DEM with the Final Report. Note: all photos submitted to DEM may be used for public outreach.
  - Signage: Provide suitable permanent public acknowledgment of financial assistance by DEM and state bond funds at the project site. DEM will provide a small GreenSpace outdoor sign for this purpose. Electronic versions of the GreenSpace sign are available if you prefer to incorporate it into a larger sign you are creating for the site - please provide an image of the larger sign for review before it is posted.
7. **Reporting requirements:**
- Status Reports: Due every six months (every January and July) until project is completed. Submit a report on where you are in the project i.e. what has been

completed to date in the Scope of Work, noting any issues or concerns, and whether the project is expected to be completed on time and within budget.

- **Final Reports:** Due within 90 days of the end of the Performance Period. Use the Final Report Template located at:  
<http://www.dem.ri.gov/programs/planning/grants/index.php>

#### 8. Reimbursement requests:

- Up to four payment requests are allowed including the final payment request.
- Track your expenses as you go.
- Payment Request Checklist:
  - See Form at <http://www.dem.ri.gov/programs/planning/grants/index.php>
  - For acquisitions, an acquisition checklist will be made available.
- Compliance Certificate:
  - Submit a signed certificate for each reimbursement request.
  - See Form at <http://www.dem.ri.gov/programs/planning/grants/index.php>
- What is eligible for reimbursement?
  - Expenses for work within the grant agreement Performance Period.
  - Municipally paid expenses to acquire, develop and/or renovate outdoor recreational facilities such as:
    - Reasonable expenses related to engineering, design and permitting.
    - Construction costs.
    - Other – If you are not sure, please ask in advance.
- What is not eligible for reimbursement?
  - Expenses for work outside of the grant agreement Performance Period.
  - Contingencies – un-itemized or non-identifiable expenses.
  - Expenses for items not identified in the Grant Application and/or Work Scope;
  - Expenses for food or beverages.
  - Payment to town employees – while salaries can be used for match, these funds cannot be used to pay for municipal time.
  - Other – If you are not sure, please ask in advance.
- Match Requirements: For development projects, the grantee must provide at least a 20% match of total eligible project expenses of which 100% can be in-kind (non-cash match such as volunteer labor and equipment).
  - What is eligible for match? (Request separate list for acquisition projects):
    - Generally, any municipal or non-municipal expense directly related to the project scope of work that will not be submitted for reimbursement.
  - Documenting eligible in-kind services:
    - For in-kind city/town staff services, provide signed/certified payroll documents with employee names, rates and hours worked on the project.
    - For in-kind city/town equipment, provide a detailed equipment list with hours used and rates. If using FEMA rates, see [www.fema.gov/schedule-equipment-rates](http://www.fema.gov/schedule-equipment-rates).
    - For in-kind volunteers, send signed/certified copies of attendance sheets w/date and time (hours worked). Use the volunteer rate at

[www.independentsector.org/volunteer\\_time](http://www.independentsector.org/volunteer_time) – currently \$ 25.43/hour in RI (as of 7/23/19).

- If donated time, materials, or equipment, include invoices stating donation and list the value.
  - What is not eligible for match?
    - If it is being reimbursed, then it is not eligible for match.
    - Other - If you are not sure, please ask in advance.
  - How is match calculated?
    - DEM calculates the required minimum match based on **total** eligible costs. Grant funds must equal no more than 80% of total eligible costs.  
Example: Grant of \$400,000:  
$$\$400,000/0.8 = \$500,000 - \$400,000 \text{ [grant amount]}$$
$$= \$100,000 \text{ [minimum required match] (or } \$500,000 \times 20\%)$$
  
Submit documentation totaling \$500,000 or more
  - Typical pitfalls in submitting payment requests:
    - Copy of the front of the check was sent, but not the back of the check.
    - Statement sent instead of invoice.
    - No certified or signed payroll form to prove municipal in-kind services.
    - Invoices for work performed outside the grant Performance Period.
    - Work included that is not part of the grant agreement Scope of Work.
9. **Grant Agreement Amendments:** Please keep DEM informed of any issues that arise. If a grant amendment such as a scope or work change, or time extension, is needed, please use the following guidelines:
- Any and all proposed amendments to the scope of work and agreement must be requested in writing by the city or town and approved in writing by the state prior to the commencement of the work.
  - If the scope of the project needs to be modified, or a time extension is necessary, submit an amendment request letter which includes justification for the amendment, budgetary changes, work completed and summarize the feasibility of the project being completed as proposed.
  - Remember that the Recreation Resources Review Committee (RRRC) scored projects based on what was proposed in the application. Any significant changes to the scope of work will require approval from the RRRC. There are no guarantees that the requested changes will be approved.
  - For grant extension requests, include a specific, realistic date to which the grant must be extended, as well as sufficient documentation to support the request including a description of the project milestones and anticipated schedule for achieving them.
  - Plan ahead. Submit your grant amendment request at least sixty (60) days in advance of the grant expiration date in order to allow time to extend both the grant agreement and purchase order. Do not let a grant agreement expire since **any work completed outside of the grant period cannot be reimbursed.**
  - The state may withdraw project approval if there is no evidence of the project progressing within a reasonable timeframe.

**10. Completed Projects:**

- Maintain property.
- Oversee that public outdoor recreation use continues in perpetuity.
- DEM treats state bond funds like National Park Service - Land and Water Conservation funds to ensure state investments are maintained in public outdoor recreation use in perpetuity. Unauthorized conversions of the premises (as shown on the boundary plan in Grant Agreement-Exhibit C) are prohibited. Examples of conversions:
  - Property interests conveyed for non-public or non-recreational uses.
  - Non-eligible recreation facilities are developed within the project area.
  - Recreation use of the site is terminated.

**Questions?**

If you have any questions please contact:

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DEM Office of Planning and Development  
[Lisa.mcgreavy@dem.ri.gov](mailto:Lisa.mcgreavy@dem.ri.gov) 401.222.2776 Ext. 7611

For more information about the DEM Recreation Acquisition and Development Program, Statewide Comprehensive Outdoor Recreation Plan (SCORP), bond regulations and forms, see <http://www.dem.ri.gov/programs/planning/grants/index.php>

