



**RHODE ISLAND
RECREATION GRANT PROGRAM**

RECREATION DEVELOPMENT GRANT AGREEMENT

This agreement is made to be effective the 1st day of June 2018 and is valid through and including June 1, 2020.

BETWEEN THE CITY OF CENTRAL FALLS
Hereinafter referred to as the "CITY"

AND THE STATE OF RHODE ISLAND, THROUGH THE DIRECTOR OF THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
Hereinafter referred to as the "STATE"

WHEREAS, the CITY is the owner in fee simple of certain real property located at **964 High Street, identified as Macomber Stadium also known as Map 2/Lot 50 in Central Falls, Rhode Island** (the "Premises"); and

WHEREAS, the CITY has filed an application with the STATE (the "Application") under Rhode Island Public Law 145, known as *The 2014 Clean Water, Open Space and Healthy Communities Bonds* (the "Act") to develop the Premises for public recreation purposes in accordance with the *Rules and Regulations for the Agricultural, Recreation Acquisition and Development, Roger Williams Park, and Roger Williams Zoo Grant Programs*, adopted pursuant to the Act (the "Rules and Regulations"), and

WHEREAS, the STATE has awarded a grant to the CITY in an amount not to exceed **Three Hundred Thousand Dollars (\$300,000.00)** to develop the Premises for public recreation purposes, in accordance with the Application and as delineated on **Exhibit A: Project Boundary Map** and specifically referred to as Grant Number # **2018-70-02**, entitled **Macomber Stadium Restoration**, hereinafter referred to as the "Project", and

WHEREAS, failure to meet the conditions: (i) set forth herein, (ii) of the Act, and (iii) of the Rules and Regulations can result in withdrawal of funds allocated to the Grant.

WITNESSETH: In consideration of the Premises, the covenants contained in this Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the CITY and the STATE hereby covenant and agree as follows:

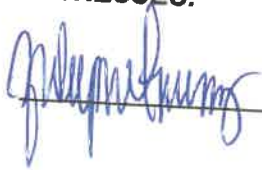
1. The CITY agrees:

- (a) To provide a minimum **20%** match of total eligible Project expenses.
- (b) To develop the Premises as set forth in the Application, to complete items outlined in **Exhibit**

- B: Scope of Work**, and to hold and maintain the Premises for public recreation use in accordance with the Rules and Regulations.
- (c) To complete the Project within the grant period, on or before June 1, 2020 unless otherwise extended in writing by the STATE.
 - (d) To submit all expenses together with required documentation related to the Project including a Final Project Report and photos, within 90 days of the date of Project completion. Note that up to 4 partial payments are allowed for activities outlined in this contract.
 - (e) Expenses submitted for reimbursement must be for work performed within the grant period unless otherwise authorized in a Waiver of Retroactivity or an extension period approved by the STATE in writing.
 - (f) To have an audit upon request of the STATE, at the expense of the CITY, by a certified public accountant in all instances where in-kind services or materials are utilized.
 - (g) To grant the right to inspect the Premises to the Department of Environmental Management for compliance under this agreement.
 - (h) To obtain all required local and state permits prior to commencement of the Project.
 - (i) To comply with the Americans with Disabilities Act (ADA) and utilize the universal design standards.
 - (j) To provide and maintain suitable permanent signage acknowledging the financial assistance of State Bond Funds at the Project site.
 - (k) To perpetually use the Premises only for public recreation purposes as more clearly set forth in the Rules and Regulations and not divert the Premises to any other use or dispose of the Premises.
 - (l) In the event the CITY shall fail to maintain or use the Premises in accordance with this Agreement, the Act, and the Rules and Regulations, the STATE shall have the right to enforce this Agreement.
 - (m) Any and all proposed amendments to the Scope of Work and to this agreement must be requested in writing by the CITY and approved by the STATE.
2. The STATE agrees to:
- (a) Reimburse the CITY, 80% of the eligible expenses for the development of the Project not to exceed **Three Hundred Thousand Dollars (\$300,000.00)**.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:



CITY OF CENTRAL FALLS

By: _____

Print Name & Title: James A. Diossa, Mayor



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

By: 
Janet Coit, Director

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In CENTRAL FALLS, in said County and State, on the 14 day of MAY, before me personally appeared (print name & title)

JAMES A. DIOSIA

of the CITY OF CENTRAL FALLS, RHODE ISLAND to me known and known by me to be the party executing the foregoing instrument for and on behalf of the CITY OF CENTRAL FALLS, RHODE ISLAND and he/she acknowledged said instrument by him/her executed to be his/her free act and deed, his/her free act and deed in his/her capacity as aforesaid, and the free act and deed of the CITY OF CENTRAL FALLS, RHODE ISLAND.

[Signature]

Notary Public
My Commission Expires:

**WILDER ARBOLEDA
NOTARY PUBLIC
STATE OF RHODE ISLAND
MY COMMISSION EXPIRES NOV. 30, 2019**

**STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE**

In Providence, in said County and State, on the 23 day of May 2018, 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 be 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, 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.

[Signature]

Notary Public
My Commission Expires:



Approved as to form and correctness

[Signature]
City Solicitor

EXHIBIT A: PROJECT BOUNDARY MAP

Macomber Stadium Restoration
950 High Street, Central Falls RI
Map 2/Lot 50



EXHIBIT B: SCOPE OF WORK


Macomber Stadium Restoration
950 High Street, Central Falls RI
Map 2/Lot 50

ITEM #	PROPOSED WORK DESCRIPTON:
1	Remediation of Macomber Field including soil excavation
2	Renovation of field drainage system
3	Renovation of field irrigation system
4	Softball infield mix and mound
5	Baseball infield mix and mound
6	Bleacher and dugout renovations
7	Perimeter fencing

CERTIFICATE OF AUTHORITY

I, Sonia Grace certify that I am the Clerk of the City/Town of
Central Falls, and the Mayor of the City/Town who executed
the foregoing Grant Agreement with the State of Rhode Island, Department of
Environmental Management was duly authorized to execute said instrument on behalf of
said City/Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate
seal of said corporation this 15 day of May, 2018.



City/Town Clerk