



**CITY OF SALEM, MASSACHUSETTS**  
**Kimberley L. Driscoll, Mayor**  
**Community Preservation Committee**

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120 WASHINGTON STREET ♦ SALEM, MASSACHUSETTS 01970  
TELE: 978-619-5685 ♦ FAX: 978-740-0404

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July 11, 2017

Patricia O'Brien, Director  
Park, Recreation & Community Services  
5 Broad Street  
Salem, MA 01970

RE: CPA Funding: Palmer Cove Assessment and Concept Plan

Dear Ms. O'Brien:

I am pleased to notify you that the Salem City Council has approved the Community Preservation Committee's recommendation to fund the Palmer Cove Assessment and Concept Plan utilizing Community Preservation Act funds in the amount of \$27,000.

Attached is an outline of the terms and conditions of this funding. You will need to go through the Purchasing Department to select a consultant (i.e. through the issuance of a Request for Proposals), after which a Purchase Order will be processed by the DPCD. All invoices will need to be approved by you and then forwarded to me to be processed for payment.

Feel free to proceed with the commencement of your project. If you have any questions, please don't hesitate to contact me.

Sincerely,

Jane A. Guy  
Assistant Community Development Director

Cc: Whitney Haskell  
Jenna Ide

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## Terms & Conditions

Responsible Department (Recipient): Salem Park, Recreation and Community Services

Project Name: Palmer Cove Assessment and Concept Plan

Project / Property Location: Palmer Cove Park

CPA Category: Recreational Land

Project Description: Prepare an assessment of Palmer Cove Park's existing assets, an analysis of the existing ballfield, including upgrade or relocation to another site and a concept plan.

Total Grant Funds: \$27,000

Commencement Date: July 11, 2017

First Quarterly Report Due: 11/10/17

This Grant Award is subject to the following terms and conditions:

1. **Award.** Subject to the terms of this award letter, the City Council, through the Community Preservation Committee has agreed to award the Recipient the above grant funds, acquired through the Community Preservation Act, M.G.L.c.44B (hereinafter "the Act") for the above referenced project.
2. **Project Application.** The Project Funding Application submitted by the Recipient to the Committee and as may be amended by the recommendations of the Committee and approved by the City Council, is incorporated into this Grant Agreement by reference.
3. **Term.** CPA projects are expected to begin within six months of the Commencement Date. Funds may be considered for revocation if there is no evidence of project activity within this time.

All of the work described in this letter must be completed no later than one year after the Commencement Date (the "Completion Date"), unless the Committee grants an extension for good cause shown. Any and all funds not utilized on the Project by the Completion Date may be made available for future appropriations for other projects.

4. **Project Liaison.** The Recipient shall cooperate with the CPA Administrator or representative of the Department of Planning & Community Development (DPCD), who shall serve as the agent of the Committee for the purpose of monitoring the project status and project compliance with the terms of this award letter. The Liaison shall periodically report on the Project to the Committee.
5. **Budget and Amendments.** A complete project budget shall have been provided to the Committee as part of the Committee's recommendation process. No CPA grant funds shall be expended unless sufficient sources of funding have been secured to complete all work proposed.

If there are any changes to the project scope or finances, the Recipient shall cease CPA-funded work and provide the Administrator of the Community Preservation Committee a detailed description of the changes to the project scope/finances, included an amended Project Budget that accounts for;

- a. The expenditure of all funds awarded under this Grant Agreement; and
- b. All other sources of funding, if necessary, to complete the project as described herein.

Certain changes may require prior approval of the Committee and/or City Council.

6. **Community Preservation Act Awareness.**

Upon commencement of the Project, Recipient agrees to identify that the Project was funded through the City of Salem's Community Preservation Act in its written materials about the Project including draft and final plan, press releases, presentations, etc.

7. **Historic Resources.** Pursuant to Massachusetts General Laws, Ch. 44B, every project that involves the preservation, rehabilitation, restoration, reconstruction, capital improvements, or the making of extraordinary repairs to historic resources shall comply with the appropriate standard stated in the United States Secretary of the Interior's Standards for the Treatment of Historic Properties codified in 36 C.F.R. Part 68.

8. **Permits and Licenses.** It is the obligation of the Recipient to obtain all permits and licenses necessary for the implementation of the Project. No local permit or license is granted or waived by the Award of this Grant.

9. **Compliance with Laws and Agreement.** Recipients of CPA funding must adhere to all applicable state purchasing and ethics regulations, local bylaws and City financial policies. The Recipient shall comply with all applicable laws, ordinances, and codes of state and local governments, in the construction, operation, and maintenance of the Project. Further, the Recipient understands and agrees that projects funded through this Award are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. Ch. 44B. Recipient also agrees to comply with all requirements of this award letter.

The CPC, through the DPCD, reserves the right to review all final plans for compliance with CPA guidelines and for its concurrence as to the reasonableness of the scope of work items in order to accomplish the stated project goals. Nothing herein shall impair the rights of the Building Inspector under federal, state, and local laws, rules, and bylaws to inspect the work.

CPA funds shall be disbursed only after verification that all applicable state purchasing and ethics regulations, local bylaws, and City financial policies have been met.

10. **Procurement.** Procurement of goods and services for CPA funded projects, including procurements that are partially funded with monies donated by private entities towards the project, will abide by all applicable State and municipal requirements, including outreach to minority- and women-owned businesses.

11. **Disbursement of Funds**

The City Council has voted to appropriate the sum of grant funds as set forth above. The grant funds shall be released through the Department of Planning & Community Development consistent with the approved project scope. The Recipient understands and agrees that it may not request payment from the DPCD for any item not included in the Project Budget or otherwise not authorized under the CPA or for costs covered by or charged to any other funding source. No advance funds will be given to the Recipient without prior approval of the Committee. The Administrator will verify that the conditions of this funding agreement have been met prior to disbursement of any CPA funds.

**Request for Payment.** Once a Purchase Order has been issued, at any time following the completion of any portion of the work, the Recipient may make a written request for payment (invoice) to the Administrator of the Community Preservation Committee. The Recipient shall receive vendor bills for work completed, sign the bills as verification that the work has been completed per specifications and forward the bill to the Administrator to process payment.

Vendor invoices should indicate the percentage of their total contracted work that has been completed. Reimbursement shall be made directly to the Vendor.

State law prohibits reimbursement for sales tax. Please adjust invoices appropriately to reflect this.

All documents must be on 8 ½ x 11 paper. Please do not staple documents.

- a. Payments. Payments shall be processed through the financial regulatory system of the City only after inspection of the work and/or approval of a request for payment by an assigned member of the Committee, the Administrator or the Committee's liaison.
- b. Final Payment. Final payment shall be processed through the City's financial regulatory system only after the project is completed and the Committee receives and approves the Final Report as described below.

**12. Reporting Requirements.**

- a. Quarterly Reports. Every three (3) months until the Completion Date, the Recipient shall provide the Committee with a written update in the form of a Project Status Report, in the form attached as Exhibit "A" on the progress made towards completion of the work. The Report is due on the 10<sup>th</sup> day of every February, May, August, and November. Failure to report shall result in no further payments being authorized until the delinquent reports are received by the Committee.
- b. Final Report. Within thirty (30) days of either the end of the term, or project completion, whichever is earlier, a Final Report, in the form attached as Exhibit "B", including digital photo documentation of the Project and final budget showing all funds leveraged, shall be submitted to the Committee. The Final Report shall be completed to the satisfaction of the Committee, which shall not withhold approval unreasonably.

The Recipient must also be available to provide a project update directly to the Committee and/or the City Council upon request.

- 13. Records and Monitoring.** The Recipient agrees to maintain all records with respect to utilization of the grant funds relevant to the Project (i.e. contracts, procurement records, invoices, materials, payrolls, personnel records, conditions of employment, permits, etc.) for a period of 6 years after final payment is made under the contract. The Committee and Officials shall be entitled to request copies of any and all records so kept.

- 14. No Assignment.** This Grant Agreement may not be assigned by the Recipient without prior written agreement by the City of Salem.

- 15. Return of Funds.** Upon completion of the Project, or termination in accordance with this Award Letter, any not yet expended shall be placed in the CPA account from which they were appropriated.

**EXHIBIT "A"**  
**QUARTERLY PROJECT STATUS REPORT**

Date:  
Project Name:  
Project / Property Location:  
Project Description:

**Budget Information / Project financial status**

Original CPA budget:	Original project budget:
CPA funds expended:	Total amount expended:
Estimated amount to expend for project completion:	

**Project schedule**

Date of CPA project sign installation:  
Planned % complete:  
Actual % complete:  
Days ahead or behind the plan:

Completed items:  
Items in progress:  
Remaining items:

Estimated schedule for next steps and project completion:

**Major Issues and Risks**

Issue name:  
Priority or severity of the issue:  
Estimated time for resolving:  
Current activity to resolve:

**Changes:**

**Discussion and action items:**

**Attached photograph(s) showing current project status.**

**EXHIBIT "B"**  
**FINAL PROJECT CLOSEOUT REPORT**

Date:  
Project Name:  
Project / Property Location:  
Project Description:

**Budget Information / Project financial status**

Original CPA budget:	Original project budget:
Actual CPA funds expended:	Total amount expended:
Amount and source of leveraged funds:	

**Project schedule**

Planned completion date:  
Actual completion date:

**Summary of major milestones & key deliverables:**

**Changes to the project / scope of work:**

**Open issues remaining to be resolved:**

**Discussion:**

**Documentation of the work** (include before/after photos, narrative, etc.):