



# CITY OF NEW BEDFORD

## COMMUNITY PRESERVATION ACT FY26

### PROJECT APPLICATION

PROJECT INFORMATION			
<b>PROJECT TITLE</b>		<b>WARD</b>	
<b>PROJECT LOCATION</b>			
<b>LEGAL PROPERTY OWNER OF RECORD</b>			
<b>CPA PROGRAM CATEGORY</b> <i>(Select relevant categories for your project)</i>	<input type="checkbox"/> OPEN SPACE	<input type="checkbox"/> HISTORIC RESOURCE	
	<input type="checkbox"/> RECREATION	<input type="checkbox"/> HOUSING	
<b>ESTIMATED START DATE</b>		<b>ESTIMATED COMPLETION DATE</b>	

PROJECT APPLICANT			
<b>APPLICANT ORGANIZATION NAME</b>			
<b>APPLICANT IS</b> <i>(Check only one)</i>	<input type="checkbox"/> CITY DEPARTMENT	<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> PRIVATE GROUP/CITIZEN
<b>CO-APPLICANT ORGANIZATION NAME</b> <i>(If applicable)</i>			
<b>CO-APPLICANT IS</b> <i>(Check only one)</i>	<input type="checkbox"/> CITY DEPARTMENT	<input type="checkbox"/> NON-PROFIT	<input type="checkbox"/> PRIVATE GROUP/CITIZEN
<b>PROJECT CONTACT PERSON</b>			
<b>MAILING ADDRESS</b> (INCLUDE ZIP CODE)			
<b>TELEPHONE NUMBER</b>		<b>EMAIL:</b>	

PROJECT FUNDING	
<b>CPA FUNDING REQUEST</b> <i>(must match CPA request-line 1 of Project Budget on page 8)</i>	\$
<b>TOTAL PROJECT BUDGET</b>	\$

SIGNATURES		
<p>I/we attest that all information provided in this entire submission is true and correct to the best of my/our knowledge and that no information has been excluded which might reasonably affect funding. I/we authorize the Community Preservation Committee and/or the City of New Bedford to obtain verification from any source provided. I/we acknowledge and agree that a permanent restriction may be placed on the property as a condition of funding.</p>		
APPLICANT NAME (printed)	SIGNATURE	DATE
CO-APPLICANT NAME (printed)	SIGNATURE	DATE

## Submission Checklist

The following items must be organized on your submitted flash drive in folders named for each applicable section below (e.g., Application, Financial, etc.). Please check each item on this list if it is included in your submission packet. **Note: not all items will apply to each project.**

<b>APPLICATION – All items in this section are required</b>	
<input type="checkbox"/>	Application Information (page 1)
<input type="checkbox"/>	Submission Checklist (this page)
<input type="checkbox"/>	Narrative/Project Management/Category Specific Section/Financial (pages 3-7)
<input type="checkbox"/>	Project Schedule – Project Budget – Funding Sources Summary (page 8)
<input type="checkbox"/>	Construction Budget Summary – to be complete for construction projects ONLY (page 9)
<input type="checkbox"/>	Certificate of Vote of Corporation and Tax Compliance Certification (page 10) must be completed by both applicant and co-applicant if non-municipal applicant. The form must be completed by authorized board member. *Certificate of Vote named person must be different person from signer of the certificate.
<b>FINANCIAL</b>	
<input type="checkbox"/>	One cost estimate from an architect <b>OR</b> two written vendor/contractor quotes ( <b>Quotes/cost estimates must be submitted with application – late submissions will not be accepted</b> )
<input type="checkbox"/>	Proof of secured funding (commitment letters or bank statements), if applicable. <b>Please redact account numbers and any sensitive information.</b>
<b>OWNERSHIP/OPERATION (NON-CITY)</b>	
<input type="checkbox"/>	If the applicant is not the owner, attach documentation of site control or written consent of owner to undertake the project. <i>Applications will not be reviewed without this documentation.</i>
<input type="checkbox"/>	Board of Directors listing
<input type="checkbox"/>	Certificate of Good Standing – available at MA Secretary of State website
<input type="checkbox"/>	501(c) certification (if operating as a non-profit) or corporate certificate
<input type="checkbox"/>	Purchase & Sale agreement or copy of current recorded deed, if applicable.
<b>COMMUNITY SUPPORT</b>	
<input type="checkbox"/>	Letters of support from residents, community groups, city departments, boards or commissions, etc.
<b>PLANS &amp; REPORTS</b> <i>If applicable to your project, please submit in digital format only.</i>	
<input type="checkbox"/>	Renderings, site plans, engineering plans, design/bidding plans, specifications, and any MAAB variance requests.
<input type="checkbox"/>	Applicable reports (21E, Historic Structure Report, appraisals, survey plan, feasibility studies, etc.)
<b>VISUAL</b> <i>If applicable to your project, please submit in digital format only.</i>	
<input type="checkbox"/>	Photos of the project site (not more than four views per site) Digital copies <u>only</u> .
<input type="checkbox"/>	Catalog cuts (i.e. recreation equipment) if applicable.
<b>FOR HISTORIC RESOURCE PROJECTS ONLY</b>	
<input type="checkbox"/>	Documentation stating the project is listed on the State Register of Historic Places or a written determination from the New Bedford Historical Commission that the resource is significant in the history, archeology, architecture, or culture of New Bedford.
<input type="checkbox"/>	Photos documenting the condition of the property/resource. Digital copies <u>only</u> .
<input type="checkbox"/>	Report or condition assessment by a qualified professional describing the current condition of the property/resource, if available.
<input type="checkbox"/>	I/We have read the <b><i>U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties</i></b> and understand that planning for and execution of this project must meet these standards.

## PROJECT NARRATIVE

### 1 GENERAL NARRATIVE (1000 Character Maximum)

- Describe the proposed scope of work including the project location, property involved, and the proposed use

### 2 COMMUNITY NEED (1000 Character Maximum)

- What community need(s) listed in the current CPA Plan will this project address? How does the project benefit the public and what populations(s) will it serve? If it serves a population currently underserved, please describe.

### 3 GOALS & OBJECTIVES (1000 Character Maximum)

- Describe the project's goals and objectives. The objectives must be specific, measurable, achievable and realistic.
- How does the project meet the general and category-specific priorities outlined in the current Community Preservation Plan?

**4 MEASURING SUCCESS (1000 Character Maximum)**

- *How will the success of this project be measured?*

**5 COMMUNITY SUPPORT (1000 Character Maximum)**

- *Explain the level of community support this project has received. If possible, please include letters of support from any groups or individuals who have endorsed this project.*

**6 CRITICAL NEED (1000 Character Maximum)**

- *Is this project of an urgent nature?*
- *Is there a deadline or factors not controlled by the applicant (i.e. opportunity for immediate acquisition, opportunity to leverage available non-CPA grant or other financial opportunity)?*
- *For historic resource applications only, is the property at risk for irreparable loss? If so, please include a condition assessment from a qualified professional if available.*

# PROJECT MANAGEMENT

## 1 APPLICANT INFORMATION (1000 Character Maximum)

- Describe applicant. Is applicant a public entity, private non-profit, private for-profit, an individual, a partnership, or another type of entity? What is the history and background of the applicant?
- Identify and describe the roles of all participants (applicants, architects, contractors, etc.) including the project manager.
- Describe any past projects of similar type and scale, or experience that demonstrates the applicant's ability to carry out this project.

## 2 PROJECT FEASIBILITY (1000 Character Maximum)

- List and explain further actions or steps required for completion of the project, such as environmental assessments, zoning or other permits and approvals, agreement on terms of any required conservation, affordability or historic preservation agreements, subordination agreements, and any known or potential barriers or impediments to project implementation.

## 3 PROJECT MAINTENANCE (1000 Character Maximum)

- Please explain the long-term maintenance plan for the completed project.

## COMPLETE FOR HISTORIC RESOURCE PROJECTS ONLY

### CPA Compliance (1000 Character Maximum)

- Describe how the proposed project complies with the [U.S. Secretary of the Interior's Standards for Rehabilitation](#), as required by the CPA legislation under the definition of rehabilitation.
- Describe how the applicant will ensure compliance with these standards as the project is ongoing, i.e., hiring of a consultant.

## COMPLETE FOR PROJECTS WITH ACCESSIBILITY REQUIREMENTS ONLY

### CPA Compliance (500 Character Maximum)

- Describe how the proposed project complies with the [ADA/MAAB Regulations](#).

## COMPLETE FOR COMMUNITY HOUSING PROJECTS ONLY

### CPA Compliance (500 Character Maximum)

- Describe how the proposed project complies with CPA affordability requirements (100% of AMI for New Bedford)
- Describe the number and types of units (e.g.: 1br, 2br).
- Provide a complete Development Budget and an Operating Budget (for rental properties).

## PROJECT FINANCIAL INFORMATION

### 1 FINANCIAL INFORMATION (2000 Character Maximum)

- Describe all successful and unsuccessful attempts to secure funding and/or in-kind contributions, donations, or volunteer labor for the project. A bullet point list is acceptable.
- Will the project require CPA funding over multiple years? If so, provide estimated annual funding requirements.
- What is the basis for the total CPA request?
- How will the project be affected if it does not receive CPA funds or receives a reduced amount?

## PROJECT SCHEDULE – PROJECT BUDGET – FUNDING SOURCE SUMMARY

### PROJECT SCHEDULE

Please provide a project timeline below, noting all project milestones. Please note the City Council must approve all appropriations of CPA funds. Grant funding will not be available for disbursement until after July 1, 202.

	ACTIVITY	ESTIMATED DATE
PROJECT START DATE:		
PROJECT MILESTONE:		
50% COMPLETION STAGE:		
PROJECT MILESTONE:		
PROJECT COMPLETION DATE:		

### PROJECT BUDGET

Please include an **itemized budget** of all project expenses. Note: CPA funds cannot be used for maintenance. If the project received CPA funds in another fiscal year, please include this amount on a separate line, not on line 1.

FUNDING SOURCES		EXPENSES				
		STUDY	SOFT COSTS*	ACQUISITION	CONSTRUCTION**	TOTAL
1	NEW BEDFORD CPA FY26***	\$	\$	\$	\$	\$
2		\$	\$	\$	\$	\$
3		\$	\$	\$	\$	\$
4		\$	\$	\$	\$	\$
5		\$	\$	\$	\$	\$
6		\$	\$	\$	\$	\$
7		\$	\$	\$	\$	\$
TOTAL PROJECT COSTS		\$	\$	\$	\$	\$

\* Soft costs include design, professional services, permitting fees, closing costs, legal, etc.

\*\* Construction refers to new construction, rehabilitation, preservation, restoration work, and/or accessibility related expenses.

\*\*\*New Bedford CPA (Line 1) amount should match the amount requested on the application cover page.

### ANTICIPATED FUNDING SOURCE SUMMARY

Please explain the current status of each funding source (i.e., submitting application on X date, applied on X date, received award notification on X date, funds on hand, etc.). For sources where funding has been awarded or funds are on hand, please include documentation from the funding source (e.g., commitment letter, bank statement) in application packet.

FUNDING SOURCE		STATUS OF FUNDING
1		
2		
3		
4		
5		
6		
7		



## CONSTRUCTION BUDGET

**To be completed for construction projects only**

*If you have a construction budget, it may be submitted in lieu of this page.*

ACTIVITY	CPA FUNDS	OTHER FUNDS	TOTAL
<b>Acquisition Costs</b>			
Land	\$	\$	\$
Existing Structures	\$	\$	\$
Other acquisition costs	\$	\$	\$
<b>Site Work (not in construction contract)</b>			
Demolition/clearance	\$	\$	\$
Other site costs	\$	\$	\$
<b>Construction/Project Improvement Costs</b>			
New Construction	\$	\$	\$
Rehabilitation	\$	\$	\$
Performance bond premium	\$	\$	\$
Construction contingency	\$	\$	\$
Other		\$	\$
<b>Architectural and Engineering (See Designer Fee Schedule for guidance):</b> <a href="https://www.mass.gov/files/design_fee_schedule- dsb_2015_2007.pdf">https://www.mass.gov/files/design_fee_schedule- dsb_2015_2007.pdf</a>			
Architect fees	\$	\$	\$
Engineering fees	\$	\$	\$
Other A & E fees	\$	\$	\$
<b>Other Owner Costs</b>			
Appraisal fees	\$	\$	\$
Survey	\$	\$	\$
Soil boring/environmental/LBP	\$	\$	\$
Tap fees and impact fees	\$	\$	\$
Permitting fees	\$	\$	\$
Legal fees	\$	\$	\$
Other	\$	\$	\$
<b>Miscellaneous Costs</b>			
Developer fees	\$	\$	\$
Project reserves	\$	\$	\$
Relocation costs	\$	\$	\$
<b>Project Administration &amp; Management Costs</b>			
Marketing/management	\$	\$	\$
Operating/Maintenance	\$	\$	\$
Taxes	\$	\$	\$
Insurance	\$	\$	\$
Other	\$	\$	\$
<b>TOTAL</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

**CERTIFICATE OF VOTE OF CORPORATION AUTHORIZING  
EXECUTION OF CORPORATE AGREEMENTS**

At a meeting of the Board of Directors of Board of Park Commissioners (organization) duly called and held on Nov. 19, 2025 at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That \_\_\_\_\_ (person), the \_\_\_\_\_ (title) of the corporation, be and hereby is authorized to affix the Corporate Seal, sign and deliver in the name and on behalf of the corporation, contract documents with the City of New Bedford, the above mentioned documents to include but not be limited to Bids, Proposals, Deeds, Purchase and Sales Agreements, Agreements, Contracts, Leases, Licenses, Releases and Indemnifications; and also to seal and execute, as above, surety company bonds to secure bids and proposals and the performance of said contract and payment for labor and materials, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper.

A TRUE COPY, ATTEST:

\_\_\_\_\_  
Name (printed)

  
\_\_\_\_\_  
Signature

(Affix Corporate Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

=====

**TAX COMPLIANCE CERTIFICATION**

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I, the undersigned, authorized signatory for the below named contractor, do hereby certify under the pains and penalties of perjury that said contractor has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

**Mary S Rapoza** Digitally signed by Mary S Rapoza  
Date: 2025.11.13 14:48:53 -05'00'

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Organization name

\_\_\_\_\_  
Federal Tax ID #

\_\_\_\_\_  
Date

New Bedford Riverside Park Playground and Splash Pad Replacement Budget							10/29/2025
Qty	Description	size	Cost each	year 1 design	year 2 construction	Extended cost	Notes
	Design, construction documents and community outreach			\$ 45,000.00			
	Demo and prep						
	Demolition of existing playground and splash pad				\$ 34,500.00	\$ 69,500.00	
800	Construction fence	lin ft	\$ 24.50		\$ 19,600.00	\$ 19,600.00	
	Erosion control				\$ 10,000.00	\$ 10,000.00	
154	6" fill to reclaim for garden	ton	\$ 3.00		\$ 462.00	\$ 462.00	
110	6" loam to reclaim for garden	cu yds	\$ 25.00		\$ 2,750.00	\$ 2,750.00	
	Total for site prep				\$ 67,312.00	\$ 102,312.00	
	Playground 5-12yr olds						
	Playground equipment list price				\$ 200,000.00	\$ 200,000.00	
	Shipping				\$ 7,500.00	\$ 7,500.00	
	Installation				\$ 170,000.00	\$ 170,000.00	
	PIP Rubber 100%color				\$ 105,000.00	\$ 105,000.00	
	Flush concrete curb at playground				\$ 20,000.00	\$ 20,000.00	
	Total for playground				\$ 502,500.00	\$ 502,500.00	
	Splash pad						
	Utility and sewer line installation				\$ 44,000.00	\$ 44,000.00	
	Spray equipment list price				\$ 140,000.00	\$ 150,000.00	
	total splash pad				\$ 184,000.00	\$ 194,000.00	
	Plant Material						
1	Native coastal tree	3" cal	\$ 800.00		\$ 825.00	\$ 825.00	
3	Native Wetland plant seed mix for restoration of existing site	lb	\$ 142.00		\$ 426.00	\$ 426.00	
	Total plant material				\$ 1,251.00	\$ 1,251.00	
	Sub-Total			\$ 45,000.00	\$ 755,063.00		
	Total budget			\$ 45,000.00	\$ 755,063.00	\$ 800,063.00	
	private donation			\$ 20,500.00	\$ 43,250.00	\$ 63,750.00	confirmed
	PARC26 grant award			\$ 24,500.00	\$ 400,500.00	\$ 425,000.00	confirmed
	Community Preservation Act request			\$ -	\$ 311,313.00	\$ 311,313.00	

**GRANT AGREEMENT**

## SUMMARY &amp; SIGNATURE PAGE

GRANTOR INFORMATION	
Grantor:	Envision Resilience
Address:	110 Chauncy St, 1 <sup>st</sup> Floor, Boston, MA 02111
Program Lead:	Kate Deans, Operations Manager, <a href="mailto:kdeans@envisionresilience.org">kdeans@envisionresilience.org</a>
Grant Number:	G-25-1168

GRANTEE INFORMATION	
Recipient Name:	City of New Bedford
Address:	181 Hillman Street, Bld 3, New Bedford, MA 02740
Primary Contact:	Valovia Costa, Project Manager, <a href="mailto:valovia.costa@newbedford-ma.gov">valovia.costa@newbedford-ma.gov</a>
Primary Signatory:	Mary S. Rapoza, Director, Parks, Recreation & Beaches, <a href="mailto:mary.rapoza@newbedford-ma.gov">mary.rapoza@newbedford-ma.gov</a>

GRANT AGREEMENT INFORMATION	
Charitable Purpose:	To support the renovation of New Bedford's Northeastern University Riverside Park's playground and splash pad (the " <b>Project</b> ")
Start Date:	Date of last signature
End Date:	May 31, 2027
Amount:	\$63,750
Agreement incorporates by this reference:	Summary & Signature Page and: <ul style="list-style-type: none"> <li>● Requirements &amp; Disbursement Schedule (Attachment A)</li> <li>● Terms and Conditions (Attachment B)</li> <li>● Proposal (Attachment C)</li> </ul>

THIS AGREEMENT is between City of New Bedford ("**Grantee**", "**You**", "**Your**") and Envision Resilience ("**Grantor**"), and is effective as of the Start Date. Each party to this Agreement may be referred to individually as a "**Party**" and together as the "**Parties**." As a condition of this grant ("**Grant**"), the Parties enter into this Agreement by having their authorized representatives sign below.

*[Signature page follows]*

Envision Resilience

City of New Bedford

Signed by:

Claire Martin

F7D5B600FF18476...

Name: Claire Martin

Title: Executive Director

Signed by:

Mary S. Rapoza

1C89785584354A3...

Name: Mary S. Rapoza

Title: Director, Parks, Recreation & Beaches

11/12/2025

Date

11/12/2025

Date

**ATTACHMENT A**  
**REQUIREMENTS & DISBURSEMENT SCHEDULE**

**SECTION 1. GRANT AMOUNT**

The Grantor will pay You the total grant amount (“**Grant Funds**”) specified in the Requirements & Disbursement Schedule below and subject to the terms and conditions set forth in Attachment B.

**SECTION 2.**

This section intentionally left blank.

**SECTION 3. REQUIREMENTS AND DISBURSEMENT SCHEDULE**

Disbursements are subject to Your compliance with this Agreement and the Grantor’s approval of any reporting or other requirements required under this Agreement. The Grantor may modify disbursement dates or amounts and will notify You of any such changes in writing.

Disbursements will be made via wire transfer within a reasonable period of time after the banking information has been verified. A representative from our finance department will reach out to verify financial documents.

**SECTION 4. REPORTING**

You will submit brief narrative reports describing the progress made towards achieving the charitable purpose as well as financial reports showing how funds were expended according to the Requirements and Disbursement Schedule to the Program Lead and [op-grants@schmidtphilanthropies.org](mailto:op-grants@schmidtphilanthropies.org). Please notify the Program Lead if You need to add or modify any reporting, milestone, or other requirement. The Grantor must approve any such changes in writing.

<b>Requirements &amp; Disbursement Schedule</b>			
<i>Requirement or Milestone</i>	<i>Due By</i>	<i>Disbursement Date</i>	<i>Amount</i>
Receipt of Grant Agreement	Within 15 Business Days of Receiving Agreement	15 Days of Fully Executed Agreement and Validation of Banking Information	\$63,750
Progress Report from Start Date through June 30, 2026	July 31, 2026	NA	NA
Final Report from Start Date through End Date	June 30, 2027	NA	NA
<b>Total Grant Amount</b>			<b>\$63,750</b>

**ATTACHMENT B**  
**TERMS AND CONDITIONS**

**CHARITABLE PURPOSE AND TAX STATUS**

**SECTION 1. CHARITABLE PURPOSE**

The Grantor is awarding You this Grant to carry out the Project. In its discretion, the Grantor may approve in writing any request by You to make non-material changes to the Project.

**SECTION 2. GRANTEE'S TAX STATUS**

You confirm that You are described as one of the following and agree to notify the Grantor immediately of any change to Your classification: (a) exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (the "**Code**"), and classified as a public charity under Section 509(a)(1), (2), or (3) of the Code (and, if classified as supporting organization under Section 509(a)(3) of the Code, You are not a non-functionally integrated Type III supporting organization); (b) the foreign equivalent of an organization listed in Section 2(a); (c) a United States federal, state, or local government agency or subdivision described in Section 170(c)(1) of the Code, or are a public university that is a government agency or subdivision described in Section 511(a)(2)(b) of the Code; OR (d) an agency or instrumentality of a foreign government, or an international organization designed as such by Executive Order under 22 U.S.C. 288.

**MANAGEMENT OF FUNDS**

**SECTION 3. USE OF FUNDS**

You may not use Grant Funds provided under this Agreement for any purpose other than the Project. At the Grantor's request, You will repay any portion of Grant Funds and/or income used or committed in material breach of this Agreement, as determined by the Grantor in its discretion.

**SECTION 4. ACTIVITIES IN THE U.S.**

If You are officially located outside of the U.S., You may not use any portion of the Grant Funds for activities in the U.S., including travel to or from the U.S. This limitation does not apply to Your subgrantees or subcontractors that: (a) are independent from and not controlled by You; (b) have provided You a proposal and budget describing how the funds will be used, and You have determined that the activities and costs are reasonable; and (c) are not Your agents.

**SECTION 5. OUT OF CORPUS**

If You are a private foundation as defined by the Internal Revenue Code under Section 509(a) You must make a qualifying distribution out of corpus equal to the Grant Funds no later than the close of the first taxable year after the taxable year in which You received funds in accordance with Internal Revenue Code Section 4942(g)(3).

**LICENSE, PUBLICATION & PUBLICITY**

**SECTION 6. LICENSE:**

This section intentionally left blank.

#### **SECTION 7. ACADEMIC PUBLICATION AND PUBLICITY**

- (a) Unless or until notified otherwise, You are permitted to refer to the Grant in an academic publication, provided You (i) send advance notice by emailing the Program Lead above, and (ii) acknowledge “Envision Resilience”.
- (b) For all other publicity or other external communications regarding this Grant, please acknowledge “Envision Resilience” and coordinate with the Grantor before using the name or logo by emailing the Program Lead above ten days in advance for approval. In addition, You can email [op-grants@schmidtphilanthropies.org](mailto:op-grants@schmidtphilanthropies.org) for any general Grant-related publicity-related inquiries or messages.

#### **THIRD PARTY INTERACTIONS**

#### **SECTION 8. SUBGRANTS AND SUBCONTRACTS**

You have the exclusive right to select subgrantees and subcontractors to assist with the Project.

#### **SECTION 9. SCHOLARSHIPS AND FELLOWSHIPS**

You will have sole discretion over Your selection of any scholarship and fellowship recipients under this Agreement and must conduct the selection process independently of the Grantor.

#### **SECTION 10. TRAVEL STIPENDS AND CONFERENCE FEES**

You will have sole discretion over Your selection of any recipients of travel stipends or conference expense reimbursements under this Agreement and must conduct the selection process independently of the Grantor. Grantor trustees and employees are not eligible to receive travel stipends or conference expense reimbursements.

#### **SECTION 11. RESPONSIBILITY FOR OTHERS**

You are responsible for (a) all acts and omissions of any of Your subgrantees, subcontractors, contingent workers, agents, and affiliates assisting with the Project, and (b) ensuring their compliance with the terms of this Agreement.

#### **PROHIBITED ACTIVITIES**

#### **Section 12. ANTI-TERRORISM**

You will not use funds provided under this Agreement, directly or indirectly, in support of activities (a) prohibited by U.S. laws relating to combating terrorism; (b) with persons on the List of Specially Designated Nationals ([www.treasury.gov/sdn](http://www.treasury.gov/sdn)) or entities owned or controlled by such persons; or (c) in or with countries or territories against which the U.S. maintains comprehensive sanctions, including paying or reimbursing the expenses of persons from such countries or territories, unless such activities are fully authorized by the U.S. government under applicable law and specifically approved by the Grantor in its sole discretion.



### **SECTION 13. ANTI-CORRUPTION; ANTI-BRIBERY**

You will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the Grantor or the Project, including by assisting any party to secure an improper advantage.

### **SECTION 14. POLITICAL ACTIVITY, GOVERNMENT OFFICIALS, LOBBYING AND ELECTIONEERING**

You may not use Grant Funds to influence the outcome of any election for public office. You acknowledge that the Grantor has not earmarked Grant Funds to support lobbying activities or attempts to influence legislation. You will assume responsibility for compliance with applicable federal and state lobbying and ethics laws. This Grant is not earmarked for use by any specific government official as defined in Section 4946(c) of the Code and Treasury Regulation Section 53.4946-1(g). In the event this Grant is for a specific project, You confirm that the budget You provided to us accurately reflects that You will expend at least the amount of the Grant Funds on (a) non-lobbying activities in the Project year, or (b) for multiple year projects, the total non-lobbying portion of the Project.

## **GENERAL**

### **SECTION 15. RECORD KEEPING**

You will maintain complete and accurate accounting records and copies of any reports submitted to the Grantor relating to the Project. You will retain such records and reports for 4 years after Grant Funds have been fully spent. At the Grantor's request, You will make such records and reports available to enable the Grantor to monitor and evaluate how Grant Funds have been used or committed.

### **SECTION 16. LEGAL ENTITY AND AUTHORITY**

You confirm that: (a) You are an entity duly organized or formed, qualified to do business, and in good standing under the laws of the jurisdiction in which You are organized or formed; (b) You are not an individual (i.e., a natural person) or a disregarded entity (e.g., a sole proprietor or sole-owner entity) under U.S. law; (c) You have the right to enter into and fully perform this Agreement; and (d) Your performance will not violate any agreement or obligation between You and any third party. You will notify the Grantor immediately if any of this changes during the term of this Agreement.

### **SECTION 17. COMPLIANCE WITH LAWS**

In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

If the Project involves: (a) any protected information (including third-party confidential, protected health, or personally identifiable), You will not disclose this information to the Grantor without obtaining the Grantor's prior written approval and all necessary consents to disclose such information as required by law; and/or (b) student, children, or vulnerable subjects, You will obtain any necessary consents and approvals unique to these subjects as required by law.

#### **SECTION 18. INDEMNIFICATION**

You irrevocably and unconditionally agree, to the fullest extent permitted by law to indemnify and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission by You, Your officers, directors, trustees, employees or agents, in applying for or accepting the Grant, in expending or applying the Grant Funds, or in carrying out any program or project funded or financed by the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any gross negligence or willful misconduct of Grantor, its officers, directors, trustees, employees or agents.

#### **SECTION 19. TERM**

This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier as provided in this Agreement. The Grantor, in its discretion, may approve in writing any request by You for a no-cost extension, including amending the End Date and adjusting any affected reporting or other requirement or milestone.

#### **SECTION 20. TERMINATION**

The Grantor may modify, suspend, or discontinue any payment of Grant Funds or terminate this Agreement if: (a) the Grantor is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that the Grantor reasonably believes may threaten the Project's success; (c) there is a change in Your control; (d) there is a change in Your tax status; or (e) You fail to comply with this Agreement, including a misuse or diversion of Grant Funds.

#### **SECTION 21. CONDITIONALITY OF PAYMENTS**

For the avoidance of doubt, no payment of Grant Funds will be treated as "conditional" for accounting purposes unless explicitly marked as conditional in the Requirement and Reporting schedule set forth in Section 3 of Attachment A of this Grant Agreement.

#### **SECTION 22. RETURN OF FUNDS**

Notwithstanding the foregoing, any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be (a) returned promptly to the Grantor or (b) applied to another mutually-agreed upon charitable purpose, as directed in writing by the Grantor.

#### **SECTION 23. NOTICES AND APPROVALS**

Written notices, requests, and approvals under this Agreement must be delivered by mail or email to the other Party's primary contact specified on the Agreement Summary & Signature Page, or as otherwise directed by the other Party.

#### **SECTION 24. SEVERABILITY**

Each provision of this Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.

#### **SECTION 25. ASSIGNMENT**

You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Agreement without the Grantor's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.

**SECTION 26. ELECTRONIC SIGNATURES AND COUNTERPARTS**

Except as may be prohibited by applicable law or regulation, this Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement. Facsimile and electronic signatures will be binding for all purposes.

**SECTION 27. ENTIRE AGREEMENT AND AMENDMENTS**

This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by authorized representatives of both Parties. If there is any inconsistency between any attachments and these Terms & Conditions, the Terms & Conditions shall govern.



*The Commonwealth of Massachusetts*  
*Executive Office of Energy and Environmental Affairs*  
*100 Cambridge Street, Suite 900*  
*Boston, MA 02114*

Maura T. Healey  
GOVERNOR

Kimberley Driscoll  
LIEUTENANT GOVERNOR

Rebecca L. Tepper  
SECRETARY

Tel: (617) 626-1000  
Fax: (617) 626-1081  
<http://www.mass.gov/eea>

October 17, 2025

Mary Rapoza  
Parks Recreation & Beaches  
25 N. Sixth Street  
New Bedford, MA 02740

Re: Riverside Park Playground and Splash Pad Replacement, PARC #18

Dear Ms. Rapoza:

I am pleased to officially confirm that the Riverside Park Playground and Splash Pad Replacement project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$425,000 in state Parkland Acquisitions and Renovations for Communities (PARC) grant assistance.

**Project deadline is June 1, 2027**

Be advised that the sum of \$24,500 for design costs has been set-aside for encumbrance and expenditure in FY26. Please note that this figure is solely for expenditure in FY26. The remaining \$400,500 for construction will be executed for encumbrance of funds in FY27, which begins July 1, 2026. All construction work must be completed and closed out by June 1, 2027. PARC grants work on a reimbursement basis. Your community's reimbursement rate is 70%. We can only reimburse your community for 70% of what you spend as demonstrated through the submission of invoices and canceled municipal checks for work performed during the contract period, even if this figure does not reach the maximum value of the grant award for that specific fiscal year.

The project must be completed by June 1, 2027 because your grant award amount has been budgeted by EEA in the fiscal years requested in your application. If you anticipate any difficulties in meeting this spending target and schedule at any time, please contact me without delay. I can be reached at [melissa.cryan@mass.gov](mailto:melissa.cryan@mass.gov) or (857) 274-7173.

**Next Steps**

1. Take a **City Council or Town Meeting vote** if you have not done so already. I must have an electronic copy of the certified vote in hand no later than December 31, 2025. If you have not yet had me review the vote language, please do so immediately.
2. Execute the **PARC Project Agreements**. The PARC Project Agreement will be signed by your

Chief Executive Officer and a majority of the Park or Recreation Commission members. Review the agreement carefully to be sure that the project has been correctly described and contact me immediately if any changes or updates need to be made. If the document is correct, please have **two copies signed** and mail them to me for signature by Rebecca Tepper, Secretary of EEA. One original will be returned to you to record, along with the town meeting or city council vote, property deed, and boundary map, at the Registry of Deeds, and to be copied for your audit file. The recorded Project Agreement must be returned to me no later than August 3, 2026.

3. Execute a **State Standard Contract**. This document allows our fiscal department to establish an account for your project. No reimbursement request can be honored unless the State Standard Contract, including the **Contractor Authorized Signatory Listing**, are signed and returned to me. The Contractor Authorized Signatory Listing Form should be signed by whoever signed the contract, as well as the city or town clerk. Those are the only two people that need to sign the document.
4. After the state contract has been signed and returned to you, you may proceed with the final design of your project. You may not start construction until July 1, 2026, and are expected to begin construction on that date. If you cannot, you must explain why. Please note that we are unable to reimburse your community for any costs incurred prior to the execution of the State Standard Contract.

### **Reimbursement Procedures**

The reimbursement procedures will be discussed in detail at the Grants Management Workshop (information below). A **quarterly report form** is also enclosed, which is due the first business day of December, March, June, and September while the project is active.

Reimbursement will be contingent upon satisfying the following conditions:

1. Submit **final designs and specifications** before going to bid, together with required permits for the construction phase, and final billing for design work by June 1, 2026.
2. A copy of the **PARC Project Agreement**, which has been recorded at the Registry of Deeds (along with the town meeting or city council vote for the project and boundary map) and a marginal notation entered on the deed to the property, is returned by August 2, 2026.
3. The construction must be started on July 1, 2026 and closed out by June 1, 2027. If you do not begin construction on July 1, 2026, you must explain why and submit a schedule demonstrating how your project will meet the June 1, 2026 deadline.
4. Completion of outstanding Conservation Restrictions on parcels acquired with the use of Community Preservation Act funds. Applicants that have purchased real property interests for open space or recreational purposes using CPA funds must have all CRs required by Section 12 of Chapter 44B approved by the Secretary of EEA and recorded prior to receipt of project reimbursement from EEA. Please submit to DCS documentation showing the conveyance of approved CRs to an appropriate entity no later than December 31, 2026. Documentation should include the grantee, date of conveyance, and registry book/page of the CR document.
5. Completion of inspections of Land and Water Conservation Fund properties (list and inspection reports provided).

### **Legally Protected Recreation Land – New Bedford’s Commitment**

Please remember that according to Article 97 of the Amendments to the Massachusetts Constitution, acceptance of the state grant requires that this site remain open to the general public and prohibits any other use other than public outdoor recreation.

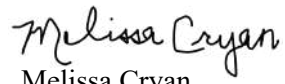
### **Project Sponsor’s Workshop**

Please carefully review all the enclosed information, and plan to attend the Project Sponsor’s Workshop. This is a short (around an hour), but important, mandatory meeting to review how to prepare your reimbursement request(s). If you cannot attend, please send someone to represent you since it would be very difficult to meet individually with each project sponsor. It will be held on Wednesday, November

5, 2025 at 2:00 pm. Upon RSVPing to me at [melissa.cryan@mass.gov](mailto:melissa.cryan@mass.gov), the login information will be provided.

Congratulations on your successful application to the PARC Grant Program!

Sincerely,

A handwritten signature in black ink that reads "Melissa Cryan". The script is cursive and fluid.

Melissa Cryan  
Grant Programs Supervisor

enc.



October 29, 2025

Community Preservation Committee  
City of New Bedford, Ma

Re: FY26 CPA Grant Application  
Riverside Park Playground Reconstruction Project, New Bedford, MA

Dear CPC:

I am writing in strong support of the FY26 CPA grant application submitted by the City of New Bedford for the reconstruction of the playground and splash pad at Riverside Park in New Bedford, MA. The park is in an Environmental Justice community, largely home to low-income, people of color, and new immigrant residents. This park is the main open and recreation space for residents in a neighborhood that has a history of environmental degradation, language access challenges, and poor health, education, and economic, outcomes. CEDC works in this neighborhood, and many of the families we serve use the park as the only recreation space within walking distance. Since 2020, CEDC has used the park extensively for community events such as the Patio de Comidas, COVID-19 vaccination drives and the Festival Tipico de Guatemala. We can attest first hand, how much the park is in need of more recreation spaces for children to cool off on in the summer and we fully endorse the plan for playground and splash pad reconstruction.

Neighborhood outdoor recreation areas are vital to community health especially in an area with few yards, dense housing, and transportation barriers. Community feedback in support of the City's Open Space and Recreation plan often emphasizes the need to address the environmental impacts of industrial blight in our neighborhoods, particularly in areas along the Acushnet River in the North End (where Riverside Park is located) and increasing access to park and recreation opportunities for youth and aging populations across the city. The current playground is over 20 years old and often floods when stormwater sheets across the site from roads uphill, impacting the community's access to its amenities. The new playground and splash pad will be moved uphill and inland to ensure it will not be impacted by flooding in the future. Having an improved playground will act as the tangible draw for residents to appreciate the full scope of the thoughtful environmental reclamation and resiliency work being done at Riverside Park – and act as a positive focal point in the immediate neighborhood. Please reach out with any questions.

Sincerely,

Corinn Williams  
Executive Director



**GROUNDWORK**  
Southcoast

[WWW.GROUNDWORKSOUTHCOAST.ORG](http://WWW.GROUNDWORKSOUTHCOAST.ORG)

Oct 30, 2025

**COMMUNITY PRESERVATION COMMITTEE**

Department of City Planning  
133 William Street, City Hall Room 303  
New Bedford, Ma 02740

**Re:** Riverside Park Playground Reconstruction Project, New Bedford, MA

Dear Community Preservation Act Committee:

I write in support of the CPA grant application submitted by the City of New Bedford for the reconstruction of the playground and splash pad at Riverside Park in New Bedford, MA. The park is in an Environmental Justice community, largely home to low-income, people of color, and new immigrant residents. This park is the main open and recreation space for residents in a neighborhood that has a history of environmental degradation, language access challenges, and poor health, education, and economic outcomes. The proposed playground and splash pad reconstruction addresses community needs around access to open space and recreation.

Neighborhood outdoor recreation areas are vital to community health especially in an area with few yards, dense housing, and transportation barriers. Community feedback in support of the City's Open Space and Recreation plan often emphasizes the need to address the environmental impacts of industrial blight in our neighborhoods, particularly in areas along the Acushnet River in the North End (where Riverside Park is located) and increasing access to park and recreation opportunities for youth and aging populations across the city.

The current playground is over 20 years old and often floods when stormwater sheets across the site from roads uphill, impacting the community's access to its amenities. According to sea-level rise studies conducted by the Woods Hole Group, the current location is within future flood plain zones. The new playground and splash pad will be moved uphill and inland to ensure it will not be impacted by flooding in the future. This design ties into the ongoing resiliency work at the park by the City and its partners - which includes the EPA restored intertidal area, the restored upper north bank of the river in the park, current design work for a salt marsh to replace a man-made pond, and the installation of a micro-forest along the interior edge of the perimeter of the park.

Having an improved playground will act as the tangible draw for residents to appreciate the full scope of the thoughtful environmental reclamation and resiliency work being done at Riverside Park – and act as a positive focal point in the immediate neighborhood. Please reach out with any questions.

The City of New Bedford Department of Parks, Recreation and Beaches has been a stalwart partner for Groundwork Southcoast for many years, and has helped us improve many aspects of Riverside Park for residents. We look forward to seeing the park evolve further and are more than willing to endorse this proposed project.

Sincerely,

*Eric Andrade*

Eric Andrade, Groundwork Southcoast



**Phone.**

774.813.0008



**Email.**

[info@groundworksouthcoast.org](mailto:info@groundworksouthcoast.org)

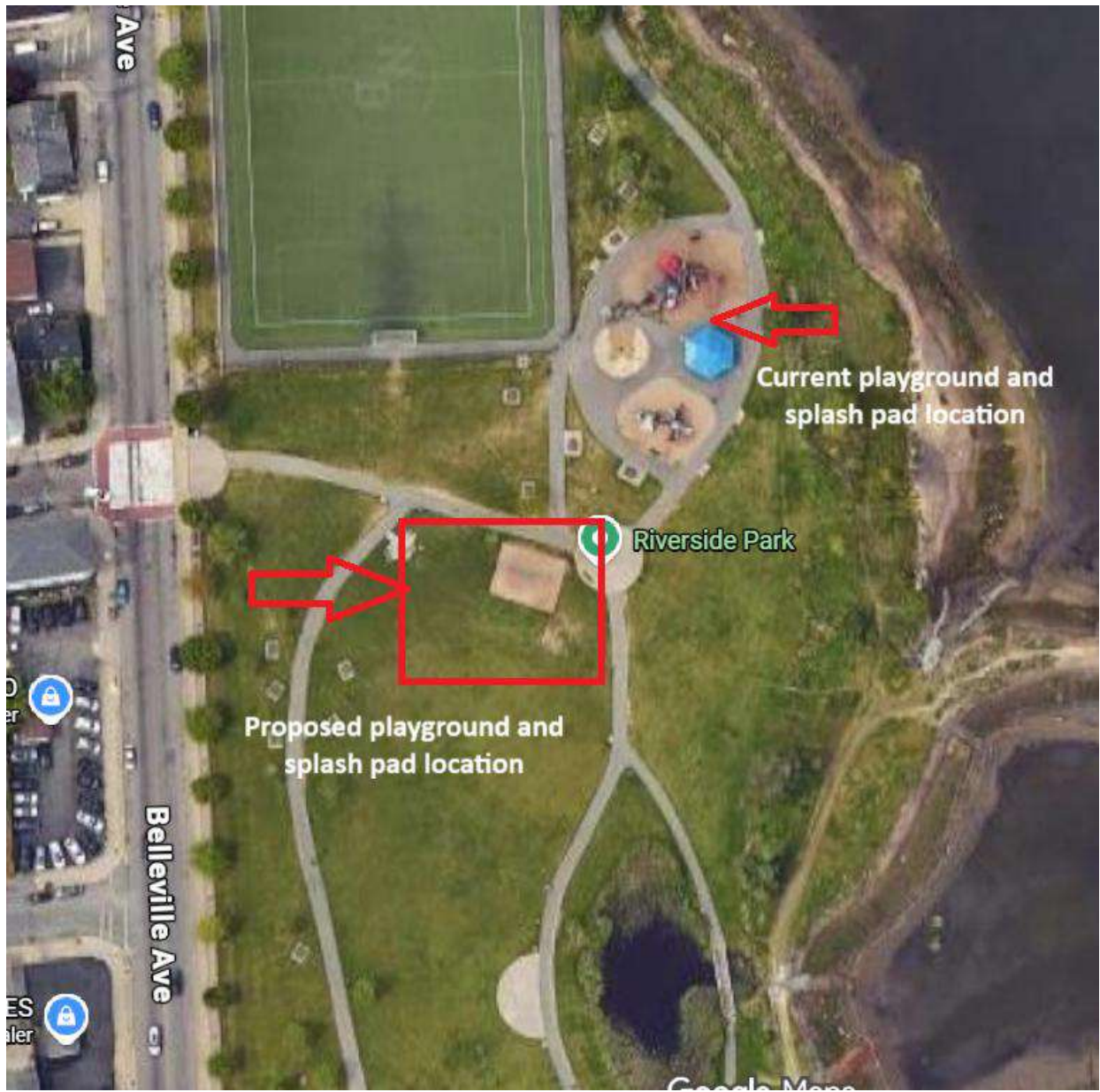


**Address.**

90 Hatch St

New Bedford MA 02745









## Riverside Park Property Boundary

0 250 500  
Feet



**Riverside Park, New Bedford, Ma**

**Existing Conditions Dec. 22,2023**



Existing gazebo to remain



The existing playground to be removed and replaced with native plant garden.



The existing playground to be removed and replaced with native plant garden.



Existing Splash pad  
to be removed and  
replaced with native  
tree.



Riverside Park  
New Bedford, MA  
Proposed Site Plan



Northeastern University  
Envision Resilience Project  
12/18/23