



Action Item # 5977/21  
Docket Date: May 12, 2021

City of Newport  
**REQUEST FOR CITY COUNCIL ACTION**

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To: Mayor Jeanne-Marie Napolitano & Members of the City Council  
From: Joseph J. Nicholson, Jr., Esq., City Manager  
Date: April 30, 2021  
Subject: Rhode Island Infrastructure Bank Action Grant Award - Grant Agreement for Almy Pond Pavement Removal and Meadow Restoration Project  
Staff Presentation: Patricia Reynolds, Planning and Economic Development Director

**RECOMMENDATION:**

It is recommended that the City Council approve the attached resolution in support of the receipt of grant funding for the Almy Pond Pavement Removal and Meadow Restoration Project.

**BACKGROUND AND FINDINGS:**

On February 23, 2021, the Rhode Island Infrastructure Bank Board of Directors announced that, as a result of a successful grant application, the City of Newport will receive \$180,990 for the Almy Pond/Spouting Rock Drive Meadow Restoration, which entails pavement removal and meadow restoration. The project is expected to take approximately 12 months to complete.

With much of the public outreach, design and engineering work done, the project qualified for the Action Grant program, which funds "shovel ready" projects.

The project revolves around the removal of 25,500 square feet of Spouting Rock Drive, adjacent to the Pond, which was built in the 1990s to service a failed sub-division.

This project is in partnership with the Aquidneck Island Planning Commission, and supported by a coalition of organizations, including the Tree and Open Space Commission, Clean Ocean Access, the Aquidneck Land Trust, Save the Bay and the Spouting Rock Program, a group of local stakeholders.

**PREVIOUS LEGISLATIVE ACTION**

None

**FISCAL IMPACT**

Currently Budgeted (Account \_\_\_\_\_)  Requires additional appropriation  No Fiscal Impact

The required match for this grant will be provided with in kind services provided by City staff, funding from the City's Public Services Department, the Aquidneck Island Planning Commission and the Aquidneck Land Trust

**SUPPORTING DOCUMENTS**

Resolution  
Grant Agreement

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Finance Dept. Review: 5/5/21 Date By: LS (if applicable)

THE CITY OF NEWPORT

**RESOLUTION  
OF THE  
COUNCIL**

No. ....

WHEREAS: Almy Pond is known to be one of the most impaired bodies of water on Aquidneck Island; and

WHEREAS: an Action Grant application was submitted to the Rhode Island Infrastructure Bank (RIIB) for the removal of over 25,000 square feet of impervious surface installed as part of a failed subdivision in the 1990's; and

WHEREAS: the removal of this unnecessary infrastructure along the Pond's shoreline will restore the surrounding meadow and marsh, improve drainage and water quality of the pond, and act as a buffer against stronger and more frequent storms anticipated as a result of climate change; and,

WHEREAS: as a project that is intended to foster resiliency by restoring the meadow's ability to slow and absorb stormwater, pavement will be removed and no new impervious areas created; and

WHEREAS: on February 23, 2021, the RIIB announced the success of the City's grant application and advised that Newport will receive the requested \$180,990 for the Almy Pond project; and

WHEREAS: the required 25% matching funds will be provided primarily in the form of in-kind services. The Aquidneck Island Planning Commission will provide a significant part of the match, funding the permitting level design, final design and specifications and project closeout costs; the Aquidneck Land Trust will contribute with the legal review and revision of the existing land conservation easement; and

WHEREAS: this project is in partnership with the Aquidneck Island Planning Commission, and supported by a coalition of organizations, including the Tree and Open Space Commission, Clean Ocean Access, the Aquidneck Land Trust, Save the Bay and the Spouting Rock Program, a group of local stakeholders.

NOW THEREFORE, BE IT RESOLVED: that the Mayor is authorized to sign said Grant Agreement for the RIIB Action Grant for the Almy Pond project on behalf of the City subject to favorable review by the City Solicitor's office.

IN COUNCIL  
READ AND PASSED

\_\_\_\_\_  
Laura C. Swistak  
City Clerk

**RHODE ISLAND INFRASTRUCTURE BANK  
MUNICIPAL RESILIENCY PROGRAM  
GRANT AGREEMENT**

Whereas, Rhode Island Infrastructure Bank (the "Bank"), in accordance with and pursuant to Chapter 46-12.2 of the Rhode Island General Laws, administers the Municipal Resiliency Program (the "MRP"). The Bank issued a Request for Proposals (RFP) for projects in the MRP on December 2, 2020; and

Whereas, in response to that RFP, the City of Newport (the "Grantee"), applied for and has been awarded a MRP program grant by the Bank for the purposes of a project entitled: Almy Pond/Spouting Rock Drive Meadow Restoration; and

Whereas, the Bank and the Grantee negotiated a mutually agreed upon Scope of Work pertaining to the execution of the project.

Therefore, the Bank and the Grantee hereto mutually agree as follows:

1.1 Grant Agreement Period & Performance:

In exchange for grant funds, the Grantee, in accordance with this agreement and to the satisfaction of the Bank, shall perform that work described in the Scope of Work, hereby incorporated into this agreement as Attachment A, and referred to as the "Project".

The Grantee may commence performance of this agreement on March 1, 2021 and shall complete performance no later than December 31, 2022, in accordance with the Project Timeline, attached hereto as Attachment B.

The Grantee assures the existence of adequate fiscal controls to segregate grant expenses.

The Bank and any of its designees shall have the right at all times to inspect the work performed or being performed under this Agreement as well as the places where such work is performed.

1.2 Grant Amount & Reimbursement to Grantees:

Maximum Grant Amount. The total amount available to be (reimbursed/paid) to the Grantee by the Bank for completion of the Project under this Agreement shall not exceed \$180,990. The Grantee agrees to provide a minimum of \$55,363 in matching contributions to the project in accordance with the terms set forth in Attachment C of this Agreement – Local Match.

All payments shall be on a reimbursement basis made in accordance with this Agreement. Requests for reimbursement shall be made in the form of original, signed invoices with valid supporting documentation that indicate the nature and time of the expenses, including payroll records and cancelled checks where applicable, in accordance with the schedule in Attachment B, Payments and Report Schedule. Grant funds authorized in this agreement shall be subject to the continued availability of funds to the Bank for this contract.

1.3 Competitive Procurement: With the exception of single source purchases, the Grantee, utilizing its established procedures, agrees to obtain the benefit of competitive pricing in procuring goods and services required for the Project. Consistent with RIGL 37-13, the Grantee shall ensure that prevailing wage rates are applied for any public works construction funded by this Agreement. The Grantee shall also ensure compliance with RIGL Chapters 37-14.1 and 37-2.2 and RICR 220-RICR-80-10-2 (Regulations Governing Participation by Small Business Enterprises in State Purchase of Goods and Services and in Public Works Projects) A copy of the certification or waiver issued by the Department of Administration must be submitted by the Grantee at the time of or prior to the submission of the first project payment request.

1.4 Reporting: The Grantee will be required to submit quarterly reports, as well as a final project report including a brief project summary communicating lessons learned. The Bank will provide fillable templates for quarterly report completion. The Grantee will be required to be in communication with a point of contact from the Infrastructure Bank throughout the course of the project. Other deliverables are project specific and will be identified at the time of grant agreement and project scoping.

1.5 Subcontracts: The Grantee shall not enter into any subcontracts to perform work to be reimbursed without the prior approval of the Bank. Where feasible, anticipated subcontracts shall be listed in the Scope of Work.

1.6 Termination of the Agreement:

Termination by Bank. The Bank may terminate this agreement at any time by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination.

Termination for cause. The Bank may terminate this agreement without notice in the event of material breach of contract by Grantee. Upon termination for cause, the Bank may require that any equipment, property and unfinished work product acquired via the project for which the Grantee was reimbursed be returned to the Bank.

Termination by Grantee. The Grantee may terminate this agreement at any time by giving written notice to the Bank of such termination and specifying the effective date thereof, at least (30) thirty calendar days before the effective date of such termination: Written notice shall be in the form of a letter signed by the Grantee and shall be sent by certified mail to the Bank, attention to the Executive Director.

1.7 Publicity: All media announcements, signage, reports and any other materials produced for public consumption, printed or electronic, pursuant to this agreement must recognize the Bank and the MRP as the source of funding for the Project.

1.8 Accessibility and Retention of Records & Audit: The Grantee agrees to maintain all fiscal and activity records relating to this agreement, and to make such records accessible to the Bank or its agents, upon request. This requirement is intended to include any auditing, monitoring, and evaluation procedures, including on-site visits, performed by the Bank or its

agents. The Grantee agrees to respond in a timely manner to any inquiries by auditors acting on behalf of the Bank. Records pertaining to activities performed will be retained for audit purposes for a period of seven years from the date of final payment for the project.

1.9 Governing Law and General Terms and Conditions: This agreement is governed by applicable Rhode Island laws. In connection with the performance of the Scope of Work, the Grantee shall comply with all statutes, laws, regulations and orders of federal, state or municipal authorities that impose an obligation or duty upon the Grantee, including the acquisition of all necessary permits.

1.10 Project Manager and Bank Project Liaison: The Bank shall appoint a Project Liaison to serve as the contact person for all matters regarding implementation of this agreement. The Bank shall notify the Grantee in writing promptly should the Project Liaison be changed.

The Grantee shall appoint a Project Manager to serve as the contact person for all matters regarding implementation of this agreement. The Grantee shall notify the Bank in writing promptly should a change be necessary. The Grantee agrees to maintain close and continuing communication with the Bank’s Project Liaison throughout the performance of this Agreement, including notifying the Project Liaison when work is started.

Grantee Project Manager	Bank Project Liaison
Name: Sarah Atkins	Name: Shaun O’Rourke
Phone: (401)845-5474	Phone:401-453-4430
Email: <a href="mailto:satkins@cityofnewport.com">satkins@cityofnewport.com</a>	Email: <a href="mailto:sorourke@riib.org">sorourke@riib.org</a>
Mailing Address City Hall, 43 Broadway	Rhode Island Infrastructure Bank
Newport, RI, 02840	235 Promenade Street, Suite 119, Providence RI 02908

1.11 Licenses and Permits: The Grantee agrees to ensure that properly licensed and insured individuals and entities will do all work and applicable permits have been or will be obtained prior to commencement of the project.

1.12 Work Hours Summary Sheet: The Grantee with every Request for Payment shall submit a Work Hour Summary Sheet listing the firm(s), including the Grantee's employees, the total number of hours worked, the total amount of payroll expensed, the total number of hours worked and the total number of personnel employed on the project for the period covered by the reimbursement request.

1.13 All materials, software, maps, reports, and other products produced through the MRP program shall be considered in the public domain and thus available at the cost of production. All materials created through the MRP program and as a result of this award should credit the Rhode Island Infrastructure Bank, The Nature Conservancy, and Municipal Resilience Program.

1.14 This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Bank.

1.15 This Agreement shall be construed in accordance with the laws of the State of Rhode Island and is binding upon and inures to the benefit of the parties and their respective successors.

1.16 To the extent that a court of competent jurisdiction would enforce such agreement as not contrary to law or public policy, the Borrower shall indemnify the Bank against and hold the Bank harmless from any and all claims arising from or in connection with this Agreement, and the project financed thereby, except for such claims as may arise from the gross negligence or willful misconduct of the Bank or its officers.

1.17 Neither this Agreement nor any of the rights, interests or obligations of the Bank or Grantee under this Agreement shall be assigned by either party (whether by operation of law or otherwise) without the prior written consent of the other party.

1.18 This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

RHODE ISLAND INFRASTRUCTURE BANK

CITY OF NEWPORT

\_\_\_\_\_  
Jeffrey R. Diehl  
Executive Director

\_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT A  
SCOPE OF WORK

**Project Title:** Almy Pond/Spouting Rock Drive Meadow Restoration

**Background/Problem & Need**

**Purpose**

**Scope of Work**

**Project Tasks**

Task #1:

Task #2:

ATTACHMENT B  
PAYMENTS AND REPORTS SCHEDULE

Schedule of Payments and Project Milestones by GRANTEE or Authorized SubGRANTEE					
Task	Deliverable	Responsible Party	Grant Amount	Match Amount	Estimated Completion
1					
2					
3					
4					
5					
6					
7					

\*Add additional rows as needed



ATTACHMENT C  
ADDITIONAL BUDGET DETAIL

**Estimated Personnel Expenses**

Name	Title	Salary	Fringe	Total
<b>Totals</b>				\$

\*Add additional rows as needed

**Budget Estimate**

	Total Costs	Grant Requested	Match		
			Grantee	Sub-grantee	Other
Estimated Personnel Expenses					
Indirect Cost					
Contractual – Engineering services					
Supplies					
Equipment					
Construction					
Other					
<b>Total</b>	\$	\$	\$	\$	\$

\*Add additional rows as needed

ATTACHMENT D  
STATEMENT OF MATCH

Documentation of Required Match:

ATTACHMENT E  
STATEMENT OF MAINTENANCE

**Documentation of Maintenance Resources / Partnerships (Duration of 5 years):**