



August 11, 2020

Heather Gill
Senior Planner
Community Preservation Committee
141 Keyes Road
Concord, MA 01742

Re: Final Accounting For CC@Play Phase III

Dear Heather:

This letter is to follow up on your request for a final project accounting that you made earlier this year.

By way of background, Phase III of the project was never 100% completed as planned, because the Regional School Committee (RSC) never acted on a plan to build a maintenance shed as proposed in the original project scope. The school was unable to meet the requirements of the Town of Concord for a building permit. Drainage issues at the school prevented issuance of a permit, and those issues remain unresolved. If the RSC were to resolve these issues with the town and then seek our participation, we could theoretically begin fundraising again to build the shed. The issue is not being actively discussed, however, to our knowledge. This shed was a very small component of the cost and scope of the overall project. We do not expect that this lingering issue will be resolved anytime in the near future, and for all other practical purposes the project is complete.

The project was a tremendous success and represents one of the largest and most impactful public/private partnerships in our community, having brought together Concord and Carlisle, the RSC, and several community sports organizations and other non-profits over many years. The physical results include state of the art tennis courts, baseball and softball diamonds, grass multipurpose fields, an artificial turf field, a cross country running course, a lacrosse bangboard, spectator areas and access, scoreboards, and a welcoming pavilion. We are proud of the way the athletic campus has been transformed, and proud of the way the communities came together to make it happen. We thank the Concord Community Preservation Committee for their substantial role in that success.

The Grant Agreement enumerated 16 conditions. This letter is intended to satisfy you that these conditions have been met and that the project can be considered closed. Please note that conditions 13 through 16 deal with conditions or contingencies that are not relevant to the circumstances, and so are not enumerated here.

Concord Carlisle at Play, Inc.
33 Bradford Street
Concord, MA 01742
www.CCatPlay.org



- 1) *"The Grantee agrees that the funds shall be used solely for Phase II of the Fields Renovation Project including the reconstruction of JV baseball and softball fields; the completion of infrastructure work on the football field; the construction of new accessible paths and walkways, and the installation of new fencing and lighting. The grantee represents that the Project will restore and rehabilitate Recreational land as allowed under the category of Recreation and that the project is therefore fundable under the Community Preservation Act, G.I. c. 44B, § 5(b)(2). The grantee shall make no other use of the Funds."*

All of the funds reimbursed were used for the above provided purposes.

- 2) *The Grantee will meet the requirements of the following conditions which are specific to this project and have been previously discussed and agreed upon:*

- a. *"That the funding be used to complete Phase III of the Field Renovation project including the construction of a new natural grass, multi-purpose field in the area adjacent to the Doug White playing fields."*

All of the funds reimbursed were used for the above provided purposes.

- b. *"That all CPA funded work on the project must be in compliance with all applicable Town of Concord and State required public bidding and prevailing wage statutes."*

All CPA funded work was completed in compliance with these statutes.

- c. *"That the applicant submits to the CPC copies of any revised plans or specifications for construction to be completed with CPA funds during this Phase that were not anticipated when the Phase I & II materials were submitted. All plans and materials may be submitted in digital form when possible."*

The plans for field construction were not changed in any significant way since the funds were applied for.

- d. *That the applicant submits to the CPC copy of the signed contract or contracts (if applicable) for the work to be complete with CPA funds prior to the start of any work. This condition may be disregarded if the work is covered under contracts executed for Phase I & II and submitted to the CPC at that time.*

The relevant contracts were previously supplied to the committee.

- e. *"That the applicant adhere to the reimbursement process as established by the CPC in order to receive CPA funds for the project. At no time shall the total amount of Concord CPA funds reimbursed to the applicant exceed one-third of*



the total costs and expenses paid by the applicant.”

We adhered to all of the reimbursement guidelines with our prior submissions. Please find attached a final accounting of the project expenditures by phase and by funding source. Concord CPA funds represented about 14% of Phase 3 expenses and close to 26% of expenses over the course of the entire project.

- f. *“That at the end of Phase III, the applicant will provide an update to the CPC on the percentage of public versus private funds that have been used to date on the project.”*

The attachment provides these final percentages. Overall, 66% of the project was funded from private sources, 26% from Concord and 8% from Carlisle.

- 3) *“The Grantee agrees to submit a copy of the signed contract or contracts for the work to be completed with CPA funds to the CPC prior to the start of any work.”*

The relevant contracts were previously supplied to the committee.

- 4) *“The Grantee agrees to make copies of any drawings or other proposed bid documents available for inspection by the Town at the Town’s request. Any documentation procured with the Funds shall be limited to work necessary or appropriate to carry out the Project, and shall be consistent with the rehabilitation and restoration of Recreational Land for Recreation Category use.*

All documentation complied with the above. Drawings and all other documentation were previously made available to the committee.

- 5) *“The grantee agrees that the Town shall have the right to require written confirmation by the Grantee that the Funds were used solely for the intended purposes.”*

Please consider this letter as written confirmation of the above.

- 6) *The Grantee agrees to acknowledge the “Concord Community Preservation Fund” support for this project on any websites and in all press releases, publicity materials, news and written or oral announcements.”*

To the best of our knowledge, the Concord Community Preservation Fund has been appropriately acknowledged and credited on all of our public materials.

- 7) *“The grantee will install a temporary sign acknowledging the Concord Community Preservation Fund support for the project in a visible location on the site while the*



CPA-funded project (or portion thereof) is being carried out. The temporary sign will be provided by the Community Preservation Committee (CPC)."

The temporary sign was visible for the duration of the project.

- 8) *The Grantee acknowledges that any significant changes to the project from what was approved at Town Meeting and represented in the Town Meeting materials and during the project selection process must be approved in advance by the CPC. Work which was outside of the scope of Town Meeting's CPA funding approval for the project will not be reimbursed."*

To the best of our knowledge, we have complied with this requirement.

- 9) *The Grantee will contact the CPC upon completion of the project or the portion of the project completed with CPA funds and will notify the CPC in writing that the work for which the CPA funds were allocated has been completed in accordance with the application (as modified with CPC approval).*

We had previously informed the committee that the work included in the scope of the Concord CPC grant was completed as per the application (see our letter from December 16, 2016, with accompanying documentation). This letter is intended to satisfy you that the project is completed overall and can be closed.

- 10) *The grantee agrees to complete the portions of the project for which CPA funding has been allocated within 30 months following Town Meeting approval unless the CPC grants and extension for good cause.*

We complied with this requirement, having expended our grant within 8 months of the approval by Town Meeting.

- 11) *In the event that the total cost of the Project is less than the budgeted amount, or if the project is terminated prior to its completion, any unexpended portion of the funds that have been allocated to the Grantee shall be refunded to the town and returned to the general CPA fund. Funds shall be returned in the proportion that they were used to make up the entire project budget. The Grantee may also ask to use the excess funds to complete additional project work so long as that work is within the scope of the project as approved by Town Meeting. This use of excess funds must be approved in advance and in writing by the CPC.*

The project did not come in under budget. The full of \$150,000 grant for Phase III was spent on grass fields, as per our agreement, and did not include the hardscape items or maintenance shed.



12) The grantee shall draw on the funds only as necessary to meet its current and imminent payment obligations, which it shall certify in the form of a letter to the Town Manager. The Grantee will follow the reimbursement process as outlined in the Community Preservation Plan (page 48). All documentation shall be submitted to the CPC's staff for review and processing.

Please see our prior submissions for the documentation of expenses.

We hope this fulfills the committee's needs for further information. If it does not, or if you have any further questions, please feel free to call me at 781 - 314 -1321. Again, we thank the committee and the Town of Concord for their enormous contributions to this effort.

Best regards,

A handwritten signature in black ink, appearing to read "Drew McMorrow".

Drew McMorrow



CC At Play Fields Renovation Project Expenses

Phases 1 - 3, 2014 - 2019

	<u>Phase 1</u>	<u>Phase 2</u>	<u>Phase 3</u>	<u>Total</u>
<u>Project Expenditures</u>				
Architecture & Engineering	\$ 157,304	\$ 107,793	\$ 104,860	\$ 369,956
Construction	\$ 1,554,465	\$ 1,878,891	\$ 876,365	\$ 4,309,721
<u>Other Project Expenses</u>	<u>\$ 36,246</u>	<u>\$ 52,614</u>	<u>\$ 70,691</u>	<u>\$ 159,551</u>
<i>Total project expenditures</i>	\$ 1,748,014	\$ 2,039,298	\$ 1,051,915	\$ 4,839,228
<u>Funding Sources</u>				
Private Grants	\$ 1,315,014	\$ 1,019,298	\$ 851,915	\$ 3,186,228
Carlisle CPC	\$ -	\$ 350,000	\$ 50,000	\$ 400,000
Concord CPC	\$ 433,000	\$ 670,000	\$ 150,000	\$ 1,253,000
Private grants %				66%
Public grants %				34%