



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LIEUTENANT GOVERNOR

Kathleen A. Theoharides
SECRETARY

Tel: (617) 626-1000
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September 28, 2021

Heather Butler
Town of Buckland
17 State Street
Buckland, MA 01378

Re: Buckland Recreation Area Pool, PARC #5

Dear Ms. Butler:

I am pleased to officially confirm that the Buckland Recreation Area Pool project has been selected by the Executive Office of Energy and Environmental Affairs (EEA) to receive up to \$400,000 in state Parkland Acquisitions and Renovations for Communities (PARC) assistance.

Project deadline is June 1, 2023

Be advised that the sum of \$10,000 for design costs has been set-aside for encumbrance and expenditure in FY22. Please note that this figure is solely for expenditure in FY22. The remaining \$90,000 for construction will be executed for encumbrance of funds in FY23, which begins July 1, 2022. All construction work must be completed and closed out by June 1, 2023. PARC grants work on a reimbursement basis. Your community's reimbursement rate is 66%. We can only reimburse your community for 66% of what you spend, 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, 2023 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 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 a certified copy of the vote in hand by December 31, 2021. If you have not yet had her 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 return them to me for signature by Kathleen Theoharides, 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 March 1, 2022.
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 Melissa. The Contractor Authorized

Signatory Listing Form should be signed by whoever signed contract. Be sure to fill out both pages of the document. Only two names should appear on this document – the signatory and the notary. A sample form has been enclosed – please review it closely so that your form is filled out correctly.

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, 2022. 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 March, June, September, and December 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, 2022.
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 March 1, 2022.
3. The construction must be started on July 1, 2022 and closed out by June 1, 2023.
4. Completion of inspections of Land and Water Conservation Fund properties (list and inspection reports provided)
5. The Natural Heritage and Endangered Species Program reviews and approves your plans.

Legally Protected Recreation Land – Buckland’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, 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. The grant workshop will be held via Microsoft Teams on Thursday, October 21, 2021 at 2:00 pm. Upon registration, the login information will be provided.

Congratulations on your successful application to the PARC program!

Sincerely,
Melissa Cryan
Melissa Cryan
Grant Programs Supervisor

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**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES**

**PARKLAND ACQUISITIONS AND RENOVATIONS FOR COMMUNITIES
PROGRAM
PROJECT AGREEMENT**

Made this ____ day of _____, 2021 between the Town of Buckland, with an address of 17 State Street, Shelburne Falls, MA 01370, hereinafter referred to as the **PARTICIPANT**, and the Commonwealth of Massachusetts acting by and through the Secretary of the Executive Office of Energy and Environmental Affairs, hereinafter referred to as the **COMMONWEALTH**, with an address of 100 Cambridge Street, Suite 900, Boston, MA 02114.

Premises: Approximately 32.49 acres of land including any buildings thereon located at 66 Ashfield Road in the Town of Buckland, Franklin County, Massachusetts. For Participant's Title, see Book 1008, Page 273, in the Franklin County Registry of Deeds, at 43 Hope Street, Greenfield, MA.

WHEREAS, the **PARTICIPANT** has established a Park, Recreation, or Conservation Commission under Massachusetts General Laws Chapter 45, § 2 or Massachusetts General Laws Chapter 40, § 8C, hereinafter referred to as the **COMMISSION**, and has made application to the **COMMONWEALTH** for assistance under the Massachusetts Parkland Acquisitions and Renovations for Communities (PARC) Program, pursuant to St. 1977, Chapter 933, as amended, for a project briefly described as follows:

Buckland Recreation Area Pool, PARC #5: The project will include, but not be limited to, the rebuilding of a public swimming pool at the Buckland Recreation Area,

hereinafter referred to as the **PROJECT**.

WHEREAS, the **COMMONWEALTH** has received said application and found the application to be in conformance with the Statewide Comprehensive Outdoor Recreation Plan, St. 1977, Chapter 933, as amended, and the PARC Program policies and regulation, 301 CMR 5.00.

WHEREAS, the **COMMONWEALTH** has approved said application and has obligated certain funds in the amount of \$400,000 (Four hundred thousand dollars).

WITNESSETH:

1. The **COMMONWEALTH** and the **PARTICIPANT** mutually agree to perform the terms and conditions of this Agreement in accordance with the Massachusetts PARC Program, its policies and regulation 301 CMR 5.00, Massachusetts General Laws Chapter 45, § 2, Massachusetts General Laws Chapter 40, § 8C, and St. 1996, Chapter 15.
2. The **PARTICIPANT** agrees to perform the **PROJECT** described above by authorizing its **COMMISSION** to develop, manage, maintain, and operate the **PROJECT** in accordance with the terms, conditions and obligations contained in the **PARTICIPANT'S** application(s), as approved, including any promises, conditions, plans, specification estimates, procedures, project proposals, maps, and assurances made a part thereof, and furthermore, in accordance with any special terms and conditions attached to and incorporated in this Agreement. No significant deviations from the **PROJECT** shall be undertaken without advance approval by the **COMMONWEALTH**.

3. The **PARTICIPANT** agrees that the facilities of the **PROJECT** shall be open to the general public and shall not be limited to residents of the **PARTICIPANT**. The **PARTICIPANT** shall prominently display on the **PROJECT** a sign designated by the **COMMONWEALTH**, which sets forth public access and an indication that the **PROJECT** received PARC funds.
4. The **PARTICIPANT** acknowledges Article 97 of the Massachusetts Constitution which states, in part, that: "Lands or easements taken or acquired for such park, recreation or conservation purposes shall not be used for other purposes or otherwise disposed of except by laws enacted by a two-thirds vote, taken by yeas and nays, of each branch of the General Court." The **PARTICIPANT** hereby agrees that any property or facilities comprising the **PROJECT** will not be used for purposes other than those stipulated herein or otherwise disposed of unless the **PARTICIPANT** receives the appropriate authorization from the General Court, the approval of the Secretary of Energy and Environmental Affairs, and any authorizations required by the provisions of Massachusetts General Laws Chapter 40, § 15A or St. 1996, Chapter 15.
5. The **PARTICIPANT** hereby covenants and agrees that the **PROJECT**, including the property and any and all associated facilities and improvements, shall be devoted to park, recreation and/or conservation purposes in perpetuity, within the meaning of Article 97 of the Commonwealth's Declaration of Rights, and shall not be used for other purposes or otherwise disposed of except in accordance with the provisions of said Article 97. In the event that the property or facilities cease to be used for such purposes, all interest in the property or facilities shall revert to the Commonwealth pursuant to St. 1996, Chapter 15. The **PARTICIPANT** shall notify the Secretary in writing of any change in use or potential change in use of the property or facilities that is inconsistent with said park or outdoor recreation purposes. The **PARTICIPANT** shall have 90 days from the date written notice was received by the Secretary to present satisfactory evidence that the basis for reversion has been cured, in which case the property or facilities shall not revert. Upon receipt of written notice, the Secretary may review the circumstances of the property or facilities and determine that reversion of the property or facilities is not appropriate or essential to the protection of public open space in which case the provisions of paragraph 6 shall apply.
6. The **PARTICIPANT** further agrees that despite any such authorization and approval, in the event the property or facilities comprising the **PROJECT** are used for purposes other than those described herein, the **PARTICIPANT** shall provide other property and facilities of equal value and utility and the proposed use of said other property and facilities is specifically agreed to by the Secretary of Energy and Environmental Affairs.
7. Failure by the **PARTICIPANT** to comply with the terms and conditions of this Agreement or the policies or regulation of the PARC Program may, at the sole option of the **COMMONWEALTH**, suspend or terminate all obligations of the **COMMONWEALTH** hereunder.
8. **PARTICIPANT** and **COMMONWEALTH** acknowledge that the benefit desired by the **COMMONWEALTH** from the full compliance by the **PARTICIPANT** is the existence, protection, and the net increase of park and recreation facilities, and that such benefit exceeds to an immeasurable and unascertainable extent the dollar value of the funding provided by this Agreement. Consequently, the **PARTICIPANT** and the **COMMONWEALTH** agree that payment of money damages by the **PARTICIPANT** to the **COMMONWEALTH** would be an inadequate remedy for a breach of this Agreement by the **PARTICIPANT**, and, therefore, that the terms and conditions of this Agreement shall be enforceable by specific performance.

9. The **PARTICIPANT** agrees to record a copy of this Agreement at the Registry of Deeds and to provide proof of such recording to the **COMMONWEALTH**. In the case of a development project, this Agreement shall be recorded with and a marginal notation entered on the deed to the property to be improved by **PROJECT**. This project agreement shall also be recorded and marginally noted on any prior deed, restriction, conveyance, or other instrument affecting the **PROJECT** area. Failure to do so shall not impair the validity or enforcement of the agreement. The **PARTICIPANT** agrees to reference this project agreement in any deed, restriction, or conveyance or other instrument affecting the **PROJECT** area.

COMMONWEALTH OF MASSACHUSETTS

BY _____
Secretary, Executive Office of
Energy and Environmental Affairs

DATE: _____

PARTICIPANT

BY _____
Chief Executive Officer

**PARK, RECREATION, OR
CONSERVATION COMMISSION**

BY _____

DATE: _____

Attached hereto evidence of authority to execute this agreement on behalf of the **PARTICIPANT**. In the case of a municipality, a certified copy of the vote or votes of the governing body authorizing the **PROJECT**, appropriating municipal funds therefore, and authorizing execution of this Agreement by the Officer, Board, or Commission whose signature(s) appears above. In addition, a park boundary map is attached that accurately reflects the property that is protected through the receipt of the PARC grant award.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Buckland (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Exec. Off. of Energy and Env. Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4): 17 State Street, Shelburne Falls, MA 01370		Business Mailing Address: 100 Cambridge Street, 9 th Floor, Boston, MA 02114	
Contract Manager: Heather Butler	Phone: 413-625-6330	Billing Address (if different):	
E-Mail: twnadmin@town.buckland.ma.us	Fax:	Contract Manager: Melissa Cryan	Phone: 617-626-1171
Contractor Vendor Code: VC6000191739		E-Mail: melissa.cryan@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number: ENV 22 DCS 02			
<div style="text-align: center;"><u> X </u> NEW CONTRACT</div> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<div style="text-align: center;"><u> </u> CONTRACT AMENDMENT</div> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <u> X </u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$400,000.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> X </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Buckland Recreation Area Pool, PARC #5: The project will include, but not be limited to, the rebuilding of a public swimming pool at the Buckland Recreation Area, in accordance with the terms of the PARC Grant Program and application filed by the Town of Buckland, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Bryan Hightower</u> Print Title: <u>Director of Capital & Trust Planning</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

Buckland Recreation Area Pool, PARC #5: The project will include, but not be limited to, the rebuilding of a public swimming pool at the Buckland Recreation Area, in accordance with the terms of the PARC Grant Program and application filed by the Town of Buckland, and on file with the Executive Office of Energy and Environmental Affairs, Division of Conservation Services.

ATTACHMENT B – BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
FY22 Design				\$ 50,000
FY23 Construction				\$ 350,000
				\$
				\$
				\$
				\$
SUBTOTAL (this page)				\$400,000

MAXIMUM OBLIGATION

\$ 400,000

Page 1 of 1 Budget pages

Attachment B is subject to any restrictions or additional provisions outlined in Attachment A