



Mayor Joshua Garcia

City of Holyoke

Conservation Commission

Yoni Glogower, Director of Conservation & Sustainability

October 9th, 2022

Todd McGee
City Council President
Holyoke City Hall
536 Dwight St, Room 10
Holyoke, MA 01040

Re: Land and Water Conservation Fund (LWCF) Grant Award – Anniversary Hill Park Phase I Improvements

Dear President McGee and members of the City Council,

The City of Holyoke was recently awarded a grant from the Department of Conservation Services (DCS) in the amount of \$520,000 through the stateside Land and Water Conservation Fund (LWCF) program. This award will be used to fund design, permitting, and implementation of the following improvements: 1) enhanced pedestrian access from Community Field to Anniversary Hill Park and ADA access; 2) restoration of stonework structures; and 3) selective landscaping and site restoration. This grant will complement an additional \$705,000 already secured through a combination of Community Preservation Act, MassTrails, and Community Development Block Grant funding for a total \$1,225,000 Phase I project.

One of the requirements of LWCF grant projects is a vote by City Council that authorizes appropriation of the total project costs, as it operates on an upfront payment basis with reimbursement provided upon completion of project deliverables. There is no match requirement for this award.

The Office of Conservation and Sustainability respectfully requests your acceptance of \$520,000 to fund this historic park restoration project. A signed grant agreement is attached, along with an award letter that outlines the project scope and timeline.

Sincerely,

Yoni Glogower
Director, Office of Conservation and Sustainability

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.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Holyoke (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Exec. Off. of Energy and Env. Affairs MMARS Department Code: ENV	
Legal Address: (W-9, W-4): 536 Dwight Street, Holyoke, MA 01040		Business Mailing Address: 100 Cambridge Street, 9 th Floor, Boston, MA 02114	
Contract Manager: Yoni Glogower	Phone: (413) 322-5615	Billing Address (if different):	
E-Mail: glogowery@holyoke.org	Fax:	Contract Manager: Melissa Cryan	Phone: 857-274-7173
Contractor Vendor Code: VC6000192102		E-Mail: melissa.cryan@mass.gov	
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number: BID ENV 22 DCS 10			
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input checked="" type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input 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)		<input type="checkbox"/> CONTRACT AMENDMENT 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): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> 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). \$ <u>520,000</u> .			
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 ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ 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.) City of Holyoke, Anniversary Hill Park Revitalization: Phase I, Land and Water Conservation Fund #25-00570/P22AP01799: The project involves improved pedestrian access from Community Field to Anniversary Hill Park and ADA access; restoration of stonework structures; selective landscaping and site restoration; tree work; creation of an accessible trail to Scott Tower, and vegetative clearing; installing connections from existing water, sewer, and electrical utilities to service restroom facilities and outdoor lighting; educational and interpretive signage on the natural and human history of Anniversary Hill Park, along with maps and trail markers, in accordance with the federal Land and Water Conservation Fund Project Agreement and 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 <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> 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, 20</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: <u>[Signature]</u> Date: <u>11/7/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>JOSHUA A. GARCIA</u> Print Title: <u>Mayor</u>		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>	



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

Bethany A. Card
SECRETARY

Tel: (617) 626-1000
Fax: (617) 626-1181
<http://www.mass.gov/eea>

October 7, 2022

Yoni Glogower
City of Holyoke
Office of Conservation and Sustainability
Holyoke, MA 01040

RE: Anniversary Hill Park Revitalization: Phase I Project, LWCF #25-00570

Dear Mr. Glogower:

I am pleased to confirm that the Anniversary Hill Park Revitalization: Phase I Project has been selected by the Commonwealth of Massachusetts and the National Park Service to receive up to \$520,000 in federal Land and Water Conservation Fund grant assistance. Please note the project number associated with the project, listed above. You will use this project number in all future correspondence.

There will be a mandatory grant management workshop on Thursday, October 20, 2022 at 10:00 am held via Microsoft Teams. Please RSVP to me to let me know who from your community will be in attendance. The calendar invite will be sent to that person via email. The workshop should run about an hour and will include critical information to enable participants to successfully complete their projects and receive their full reimbursements.

Project deadline is December 31, 2024

While Holyoke's total grant award is \$520,000, I ask that you break down your spending by fiscal year on page two of the contract (attached). There may be some ability to move funding between the fiscal years, as LWCF grants are funded from federal sources. However, the project's budget should begin with the best estimate possible to ensure a smooth transition between fiscal years.

LWCF grants work on a reimbursement basis. The grant's reimbursement rate is 50%. We can only reimburse you 50% of what is spent during the contract period each fiscal year, even if this figure does not reach the maximum value of the grant award. The nuts and bolts of reimbursement requests will be discussed at the grants management workshop.

To move forward with the project, the following documents must be submitted to me:

Local LWCF Project Agreement

The Project Agreement is a local version of the agreement signed between EEA and NPS. It is signed by EEA and your chief executive officer. Note that by signing the Project Agreement, the chief executive officer agrees to comply with the program regulations of the Land and Water Conservation Fund as stipulated in the Project Agreement and the General Provisions. The Agreement must be recorded as an adjunct to the

property's deed, along with the town meeting or city council vote. Please send back **two signed copies**. You will then be sent a copy that has been signed by EEA to be recorded at the Registry of Deeds.

State Standard Contract

A state standard contract enables the state to set up an account to pay for your project. Please complete the budget table on page two by writing in how much is needed in each fiscal year throughout the life of the project and have your community's CEO sign page 1 of the form.

Contractor Authorized Signatory Listing Form

Please have your chief executive officer complete both sides of this form. The same person that signs the contract should sign both sides of this form. It should then be notarized.

GIS Data Entry Form

This form, along with the required supplemental map, enables our GIS staff to enter your project into the Commonwealth's protected open space datalayer.

All documents must be signed, scanned, and emailed to me no later than Thursday, December 1, 2022.

The hard copies can then be put mailed to me at my office.

Town Meeting/City Council Vote

All projects must submit a successful vote as soon as possible. Your contract will not be signed until a successful town meeting or city council vote is submitted to EEA. If you have not yet had me review the vote language, please have me do so immediately.

Reimbursement Procedures

Please do not begin construction or close on the property until you have received a signed contract back from me. Any costs incurred prior to that date are not eligible for reimbursement.

It is not possible for a final reimbursement request to be submitted until the project has been completed, but I think it is helpful to know at this stage what is required for a project to be considered complete. You may request a final reimbursement request after:

- a. A state standard contract has been executed between your community and the state
- b. A Land and Water Conservation Fund acknowledgment sign is installed
- c. The LWCF project agreement and town meeting or city council vote have been executed and recorded, along with the vote and boundary map, as an adjunct to the deed for the property

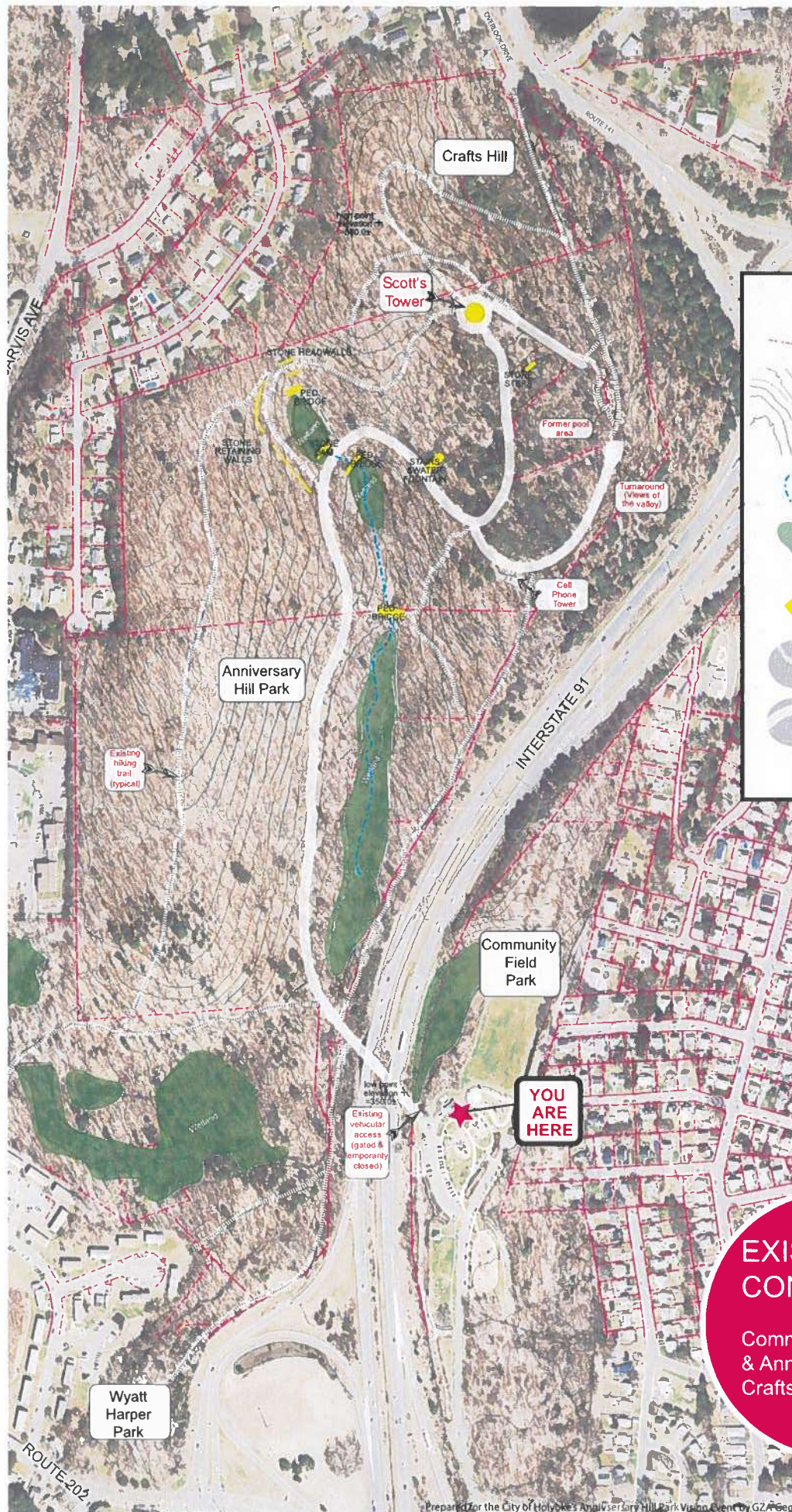
Legally Protected Land – Holyoke's Commitment

Remember that acceptance of this federal grant requires that the property remain open to the general public, not just Holyoke's residents, and prohibits any other use other than appropriate outdoor recreation at the site in perpetuity. The land must be dedicated to Chapter 45, Section 3 or 14 (not both), in the case of recreation projects. The land must be dedicated to Chapter 40, Section 8C in the case of conservation projects. Conversion of the property to non-recreation or non-conservation use requires the recreation or conservation commission to abide by Article 97 of the Articles of Amendment to the State Constitution, as well as the federal Land and Water Conservation Fund Project Agreement. In other words, converted land must be replaced with other property of equal or greater monetary value and recreational use, all at your community's expense.

Please contact me with any questions or concerns you may have at any time. I can be contacted at melissa.cryan@mass.gov or (857) 274-7173 if you need further assistance. I look forward to seeing your project come to fruition!

Sincerely,

Melissa Cryan
LWCF Stateside Coordinator



legend

property boundary

topographic contours
(10 ft. interval)

stream

wetlands

1940s Civilian
Conservation Corps-
built stone structure

existing trail

existing road

GRAPHIC SCALE



EXISTING CONDITIONS

Community Field
& Anniversay Hill Park
Crafts Hill