

**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 _____, 2025 between the Town of Heath, with an address of 1 East Main Street, 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, 10th Floor, Boston, MA 02114.

Premises: Approximately 3.02 acres of land including any buildings thereon located at 10 South Road in the Town of Heath, Massachusetts. For Participant's Title, see Book 1150, Page 166 in the Franklin County Registry of Deeds, at 43 Hope Street, Greenfield, MA 01301.

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:

Community Park Basketball Court Resurfacing Project, PARC #1: The project involves resurfacing the town's only basketball court for both basketball and pickleball,

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 \$16,500 (Sixteen thousand five hundred 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 grant 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.