

Community Preservation Committee

February 17, 2022

Meeting called to order at 7:02PM

Present: Allen Hanson, Rita Farrell, Elaine Puleo, Linda Avis Scott, Matteo Pangallo, Michael DeChiara

Absent: Henry Geddes,

Community Attending: Bridget Likely and Chris Volonte of Kestrel Trust, Miriam DeFant, Joan Hanson

MINUTES

Minutes of January 20th. Michael moved to approve, Elaine seconded. Amendments noted and made.

Roll call vote: Puleo aye. Hanson aye Scott aye Farrell aye Pangallo aye, DeChiara aye

Motion to approve passed.

Review legal notice for the virtual public hearing scheduled for March 10, 2022.

– any comments, changes? Hearing none, Linda will take care of posting this in the newspaper. It will be on our website.

Proposals:

1. Ames Pond Project.

The Planning Board was asked whether they had issues with the parking area. The Planning Board has no jurisdiction. They also had no concern with the project.

Al: This existing trail goes through a wetland. Is there any concern about that?

Reply by Chris Volonte: This trail improvement will help protect the wetlands. Will definitely be consulting the Conservation Commission on this

Al: Budget discrepancies – In the proposal, Item #6 \$9900 is the same as #7 \$9900. Michael suggested these be updated to be very clear. Rita: If the format of our document doesn't work, please use an outline that describes it more clearly.

Linda: Why are # of parking spaces TBD?

Reply by Chris Volonte: Need to look at conservation restrictions approval process with DCR. Also will need to get approval of Conservation Commission.

Matteo: Signage questions: If you don't know to look for this, how do you know it's there? Also, what about the poetry – how will it be preserved

Reply by Chris Volonte: Could have an opening ceremony, news associated with that in the media. Could think about having information at the State Beach directing people there.

There will be an Ames Pond map that people could download from the Kestrel Trust website.

As for the poetry, there's a number of alternative ways to preserve these. They're open to suggestions.

Reply by Miriam: Could have information on the Conservation website and the Recreation Committee's website.

2. Restoration of historic mile guideboard.

- a. Elaine was surprised by the cost. Reply by Miriam DeFant – because of its historical value it will be necessary to have a specialist with specialized materials. Also, the lettering is specialized. Received bids from \$11,000- \$60,000.

- b. Matteo – have any of the contractors done work in Shutesbury in the past? Reply by Miriam DeFant: no, we haven't had any real historical projects in the town.
- c. Rita: Pleased to see that there is siting of the Department of Interiors standards. Note that a replica is not eligible for CPA funds so if the original structure cannot be restored, we will not fund this.
- d. Al: on page 3, talk about state or federal funding- CPC monies are not state or federal funds

3. Pearson Land Acquisition.

- a. Rita: for clarification on page 2 paragraph 3 “. *The Shutesbury Conservation Commission* will utilize CPA and Conservation Commission Trust Funds to support the Town's purchase of the land in fee”. It should be *The Town of Shutesbury* will utilize...’
- b. Linda: It wasn't clear the request is for \$50,000 of CPC funds – should say \$45,000 is for land acquisition under open space and \$5000 is under recreation for parking.
- c. Al: Section 10 Maintenance- What does the sentence mean “The Conservation Commission passive recreation expenses”. no one really knew what this was supposed to mean, Bridget and Miriam will rewrite and resend.

Grant termination policy: Michael made some revisions and Rita brought it to town counsel she had multiple questions. Rita then forwarded to original grant agreement to town counsel because that already had a termination clause. Biggest issue is to adopt a termination policy for grantees that were awarded before we had a grant agreement in place. Still working on this. The one executed with Habitat for Humanities is very explicit and that is one for external grantees vs. the intra-municipal grant agreement that isn't really adequate. This will be brought to the next meeting. This will be brought to the committee on March 17th.

Michael moved to adjourn, Rita seconded. Roll Call vote: Unanimous aye vote: Hanson, Farrell, Puleo, Scott, Pangallo, DeChiara

Next meeting date: March 10th

Meeting adjourned at 8:18 PM

Respectfully submitted by Elaine Puleo

DRAFT CPA GRANT TERMINATION AND REFUND POLICY

Nov. 30, 2021

Termination

In the event that a Shutesbury CPA grantee fails to fulfill its obligations under the terms of the CPA grant agreement, as determined by the Community Preservation Committee (CPC), the committee may, at its sole discretion, provide written notice by certified mail, to the listed grant contact, to initiating a warning of termination. If the issues identified by the CPC as unfulfilled obligations are not cured within forty-five (45) days after the written warning is given, the CPC shall have the right to terminate the grant agreement.

Upon receipt of a termination notice, the grantee shall cease to incur additional expenses in connection with this grant agreement.

Upon termination, the Town shall be free to pursue any rights or remedies provided within the grant agreement, including without limitation, recapture of funds as set forth below.

Upon termination of the grant agreement, all rights and obligations of the parties shall expire and be of no further force and effect.

Return of Funds

In the event that a CPA grantee fails to fulfill its obligations under the terms of the CPA grant agreement and the grant agreement is terminated, any funds granted to the grantee by the Town of Shutesbury and not yet expended shall be returned forthwith to the Town without further expenditure.

If the grantee fails to fulfill its obligations under the terms of the grant agreement as a result of negligent or intentional acts or omissions of the grantee or its agents, employees, contractors or invitees, the grantee shall be liable to repay to the Town of Shutesbury the entire amount of the funds provided under this grant agreement, and the Town may take such steps as are necessary, including legal action, to recover such funds. Any funds so returned or recovered shall be placed in the Town's Community Preservation Fund **Reserve Fund**.

In the event that the Town takes legal action under this grant agreement, the grantee shall pay any and all costs, including reasonable attorneys' fees, expended for the enforcement of this grant agreement.