

Community Preservation Committee

March 10, 2022

Meeting called to order at 6:31PM

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

Community Attending: Amanda Reelman, Mary Lou Conca, Ron Essig, Gail Fleischaker, Frank McGinn, Janice Stone, Penny Jaques, Jeff Lacy, Samuel Clay, Bridget Likely and Chris Volonte of Kestrel Trust, Miriam DeFant

MINUTES

Public Hearing

This annual informational hearing allows public input into the needs and desires of the Town regarding community preservation efforts.

Proposals:

1. Restoration of historic mile guideboard

Request for \$10,000 from CPA funds to restore the guidepost (total cost \$15,000). Originally built in 1837, listed as a Historical Structure in MA Historical Commission file.

Matteo – question. in Section 7 and Section 10 both about funding. There's a number of places that have TBD. Is there any further information? Town has not put any money towards maintenance but it shouldn't be more than yearly inspection. If more repairs needed in the future, the Historical Commission will look into fund raising. The additional \$5,000 will be a combination of Historical Commission funds and fund-raising efforts.

Frank McGinn – Town building committee. Wanted to know if Bob Groves was informed of this project. Yes he has.

2. Pearson Land Acquisition Lot R-15

Federal funds are available (\$210,000) to the Kestrel Land Trust for this property if there is a 25% match. The town will own the land, Kestrel Land Trust will hold the restrictions, the Conservation Commission will manage. \$301,400 total cost and CPA request is \$50,000.

Janice Stone – excellent opportunity. We will never have this opportunity again for so low a cost. Conservation Commission is cosponsoring this project.

This land is adjoining 2 current conservation parcels and across the street from Quabbin Reservoir protected watershed.

Al Hanson owns property across the street from this property. He will duly note this at our next meeting when the committee votes on the project.

3. Ames Pond Project.

Phase 1 of a 2 phase project to maintain and repair trails. Overall \$132,000 for both phases. Request is for \$20,000 for improvement to the parking lot and the entrance to the trails. It will also create a short accessible trail to the waterfront. Parking is 900 square feet – plan is for 3900 square feet. Expansion will be in the same space, also will help with riding of invasive species. Increasing to 8-12 parking spots.

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

Next meeting date: March 17th

Meeting adjourned at 7:10PM

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.