

Board of Selectmen
July 20, 2010 Meeting Minutes

Members Present: Chairman Elaine Puleo, Al Springer, and J. April Stein.

Also present: Town Administrator Rebecca Torres and Administrative Secretary Leslie Bracebridge. Chairman Puleo opened the meeting at 6:30 PM.

Appointments

6:35 PM: Chief Harding was not present for a meeting with the Board of Selectmen. April will try to schedule a meeting with Chief Harding this week.

6:36 PM: Selectmen met with Caroline Wenck who coordinates efforts of the Council on Aging (COA):

- “For years” Caroline has written the annual Executive Office of Elder Affairs (EOEA) grant application on behalf of the Shutesbury, Leverett and Pelham Councils on Aging consortium.
 - Caroline oversees the paperwork so that COA members can focus on other Council activities.
 - Caroline was working for Highland Valley Elder Services when she was originally recruited to provide this service.
 - This year Leverett has a new COA Chairman who will assume the tasks that Caroline does; the Pelham and Shutesbury Councils decided to remain with the Consortium.
 - There is no financial implication for Shutesbury and Pelham because Leverett withdrew.
- Shutesbury budgets Caroline as a consultant for 5 hours/year.
- Caroline is paid \$300 to \$400/year from the grant to manage Shutesbury’s COA paper work.
- Larger towns are eligible for between \$7 and \$7.50/elder through EOEA grant. Small towns such as Shutesbury are eligible for a flat \$3,500 /year.
- The \$3,500 is enough to keep the COA going: community meals and outreach, mileage for seniors to go to meetings and conferences, and membership dues for the Massachusetts and the Western Massachusetts Councils on Aging Associations.
- Caroline will forward copies of the emails that she gets for the Council on Aging to Becky.

Town Administrator Rebecca Torres signed the grant application, which can be signed by either the Chairman of the Board of Selectmen or by the Town Administrator. Because Becky’s signature is already on file with the EOEA. Elaine signed a notarized form, making her signature eligible for future authorizations. From the Select board meeting, Ms. Wenck was going to take the application to Shutesbury’s Council on Aging Chairman, Muriel Gross for her final signature and then Ms. Wenck would send the grant application on to the EOEA, on behalf of the town.

Topics

1. **End of fiscal year – free cash estimate** is higher than usual: It will be needed for the soil contamination clean-up and extra school expenses.
 - The highest ever elementary school population number was 225 plus preschoolers. The school is currently at 119 plus preschoolers.
2. **Right of First Refusal** – Winthrop and Nancy Foster property (552 West Pelham Rd.).
 - A segment of property from an abutting Chapter 61 property (also owned by Winthrop Foster) was attached to the lot of the Winthrop house property at 552 West Pelham Road. Selectmen were not notified when the segment was removed from Chapter 61.
 - The combined properties at 552 West Pelham Road were subsequently sold by Winthrop S. and Nancy Foster without a Notice of Intent (NOI) to the Board of Selectmen of the Town of Shutesbury’s right of first refusal of the Chapter 61 segment of the property.
 - Selectmen discussed:
 - a. The town’s customary process for a (NOI) of the right of first refusal for Chapter 61 properties including a month’s notification to land use boards requesting feedback on any NOI before the Board of Selectmen vote which has up to a 120 day time frame,

- b. Is it the one segment or the combined property that is subject to the right of first refusal,
- c. If the seller is responsible for notifying the Board of Selectmen,
- d. Why Selectmen were not notified sooner.
- e. A similar situation a number of years ago.
- f. Becky will request that the Planning Board bring it to the attention of the Board of Selectmen right away if they become aware that land is coming out of a Chapter 61 parcel, even if the legal responsibility to do so lies with the seller, and
- g. The total sale price versus the value of the segment taken from Chapter 61.

Since the town does not need a house and the sale has already occurred, **a motion was made, seconded and unanimously voted by the Shutesbury Board of Selectmen to relinquish the Town of Shutesbury's right of first refusal for the purchase of lot # 1 as described in Plan Book 129, page 71 and recorded in the Franklin County Registry of Deeds, Deed reference: Book 1273, page 439, formerly owned by Nancy C. Foster and Winthrop Foster.**

3. Becky reported on the Fire Station soil contamination:

- Clean Harbors is the low bidder,
- The final contract agreement has not been signed yet.
- As requested by Western Massachusetts Regional Office of the Department of Environmental Protection official Ben Fish Selectmen unanimously voted to sign the "Access and Consent to Enter Property Agreement as attached at the end of these minutes.

4. Becky reported on the second set of solar panels:

- The second solar panel provider for the second two panels for behind Town Hall, Fall River Electric has not been able to locate Sharpe brand solar panels to match the original two panels installed by Waterline.
- Becky has asked Waterline to also search for identical panels but has not yet received an answer.
- If identical panels cannot be found, Fall River will have to install Evergreen panels, which will be a different color and a different shape.

5. Selectmen reviewed the July 22, 3 to 6 PM, Regional School Committee retreat agenda. Discussion:

- Farshid Hajir is no longer the Regional School Committee Chairman.
- Retreat participants will complete a survey of questions to ask themselves.
- Elaine will attend.

6. Selectmen reviewed and signed a letter to Amherst Town Manager Laurence Shaffer commending his efforts to keep "the Vermonter" a viable passenger transport line. Selectmen reviewed and approved a letter to be signed by Town Administrator Rebecca Torres addressed to Verizon DSL Public Affairs Office regarding DSL outages in the Town of Shutesbury for the period of June 28 through July 10.

Select Board Actions

- 1. Selectmen unanimously voted to approve the minutes of July 6, 2010 and the July 13, 2010 Combined Meeting of the Board of Selectmen with the Finance Committee. Approved as written by the two members who were present and Elaine abstained because she was not present.**
2. Selectmen signed vendor warrants totaling \$457,046.55.
3. Selectmen signed payroll warrants totaling \$73,294.88.

New Topics

- 1. A motion was made, seconded and unanimously voted for Elaine to remain as Chairman of the Board of Selectmen for the year starting July 1, 2010.**
- 2. Al reported on the July 19 Shutesbury Elementary School Committee meeting:**
 - Michael DeChiara, Cliff Read and Martina Dooley-Carvahlo will be Shutesbury's representatives to Union 28 in the coming year.
 - Kristen Luschen remains Shutesbury's representative to the Regional Committee.

- New library and office configurations are being made.

3. Selectmen unanimously voted to sign the Franklin Regional Council of Governments Building Inspection Professional Services Agreement by and between the Franklin Regional Council of Governments and the Town of Shutesbury.

4. Selectmen reviewed a letter from Building Inspector Jim Hawkins notifying owners at 91 Baker Road that the building occupancy permit is for a single family dwelling, not a boarding house. Fire safety was discussed. Selectmen took no action determining that this was between the property owners and the Building Inspector.

5. Selectmen unanimously voted to approve a personnel action form for Daniel Sergeant for summer help for the Highway Department.

6. Selectmen unanimously voted to appoint Town Administrator Torres as their delegate to the Board of the Franklin Regional Transit Authority.

7. Both the Lake Wyola Advisory Committee (LWAC) and the Emergency Management Team have recommended that Board of Selectmen appoint a Cell Phone Committee. Becky reported that Mark Rivers and Weezie Houle are already working on enhanced cell phone service for Shutesbury and wanted all efforts to be coordinated. Selectmen will ask the LWAC and the Emergency Management Team to create a charge for the proposed committee.

Selectmen will meet on August 3 and 17 at 6:30 PM.

Meeting adjourned at 8:45 PM

Respectfully submitted,

Leslie Bracebridge
Administrative Secretary

Document signed:

**Town of Shutesbury, Massachusetts
42 Leverett Road
Shutesbury, MA 01072**

ACCESS AND CONSENT TO ENTER PROPERTY AGREEMENT

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

The Massachusetts Department of Environmental Protection (hereafter, MassDEP), its employees, authorized agents and/or contractors require access to a **parcel of land** identified below which is owned by the **Town of Shutesbury (“Owner”)** for the purpose of performing investigative and remedial actions pursuant to the authority of M.G.L. c. 21E, sections 4 and 8. Through execution of this Agreement, the Owner acknowledges MassDEP’s authority to enter the property pursuant to M.G.L. c. 21E, section 8, and will allow MassDEP, its employees, authorized agents and/or contractors access to this parcel of land for the purpose of these activities in accordance with the terms and conditions set forth below.

The parcel of land covered by this grant of permission is located at 42 Leverett Road, Shutesbury, Massachusetts (hereinafter “Site” as identified by MassDEP Release Tracking Number 1-0016996) and is referenced in a Deed recorded on November 30, 2000 in the Franklin Registry of Deeds at Book 01018, Page 140.

The primary activities to be performed by MassDEP, its employees, authorized agents and/or contractors will be pursuant to M.G.L. c. 21E and 310 CMR 40.0000 et seq. (the “MCP”). The scope of proposed activities to be conducted by MassDEP and its authorized representatives include, but are not limited to, the following:

Comprehensive assessment, containment, removal and remedial activities, including but not limited to the removal of any Underground Storage Tank(s) (“USTs”) on the Site, sampling and laboratory assessment for characterization of soil and groundwater environmental conditions on the Site, and development and implementation of any further remedial actions based upon data analysis. The scope of work will include, but not be limited to, invasive measures such as drilling borings, installation of monitoring wells, and collection of soil and groundwater samples for laboratory analysis. In addition, MassDEP, its employees, authorized agents, and/or contractors may require access to any building(s) or structure(s) located on the Site for the purpose of performing any required assessment, sampling and/or remedial activities. Site remedial activities will be implemented based upon the results of all assessment and sampling activities, and may include, but will not be limited to, soil removal activities, groundwater treatment and monitoring activities, and any additional follow-up remedial activities required by Site circumstances and in accordance with the requirements of the MCP. The Owner and/or its representatives agree that the final work plan for this Site is within the scope of this Access and Consent to Enter Property Agreement.

All activities by MassDEP and its authorized representatives will be performed in accordance with M.G.L. c. 21E, 310 CMR 40.0000 and any other applicable law. All documents relating to the proposed work will be available and may be reviewed electronically at MassDEP, and the Owner and/or its representatives will also be provided with a copy of all analytical results and reports generated as a result of this project.

MassDEP, its employees, authorized agents and/or contractors will maintain and repair any/all portions of the Site for the duration of the activities covered by this Access Agreement. Necessary maintenance of the portions of the Site not used by MassDEP will continue to be the responsibility of the Owner. Prior to the commencement of the activities, the Owner will receive a Certificate of Insurance from the contractor(s) who will be performing work on the Site. The Owner will otherwise continue to be responsible for all other liability and insurance related to the Site. **MassDEP acknowledges that this Site is in active use by the Owner, and accordingly, MassDEP will make every effort to reasonably accommodate the Owner's needs when conducting the activities set forth in this Access Agreement.**

The Owner understands that MassDEP, its employees, authorized agents and/or contractors will make every available effort to minimize any disruption to the Site. Moreover, the Owner understands that MassDEP, its employees, authorized agents and/or contractors will exercise reasonable efforts in the performance of work on the Site

The Owner hereby grants permission to MassDEP, its employees, authorized agents and/or contractors to enter the Site for the purpose of performing the above-referenced activities which are necessary to **assess and/or remediate contaminant conditions related to 42 Leverett Road, Shutesbury, Massachusetts**. This Access Agreement is not intended to convey an interest in this Property.

TOWN OF SHUTESBURY

By: _____
Elaine Puleo, Chairwoman
Shutesbury Select Board
Shutesbury Town Hall
1 Cooleyville Road, PO Box 276
Shutesbury, MA 01072

Date: _____

By: _____
Member, Shutesbury Select Board

Date: _____

By: _____
Member, Shutesbury Select Board

Date: _____

By: _____
Rebecca Torres, Town Administrator

Date: _____