

## Community Preservation Committee

January 20, 2022

Meeting called to order at 7:03PM

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

Community Attending: Bridget Likely of Kestrel Trust, Miriam DeFant, Penny Jaques

### MINUTES

Minutes of Nov 22nd. Linda moved. to approve, Henry seconded.

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

Motion to approve passed.

Minutes of Dec 16, 2021 Rita moved approval, Michael seconded

Roll call vote unanimous; Hanson, Farrell, Puleo, Scott, Geddes, Pangallo, DeChiara

Motion to approve passed.

### Questions from applicants:

#### 1. Pearson Land Acquisition.

Likely: Update on fundraising: along with federal grant funds \$35,000 in private funds and donations have been received. This will change the amount they will be requesting from CPC.

Question for applicant- will you be putting parking in the budget for Pearson Land Acquisition – will there be parking in the project? Yes.

Jacques: Are we tied to the format of budget as per our form? Committee response: No, add what you need and if we have to, we will request clarification

#### 2. Ames Pond Project.

Jacques: Is there a date for town meeting: Rita – last Saturday in April. Scheduled to be discussed at a Selectboard meeting in February.

Jacques: Past recreation proposals - What are the measures of success that would be needed? Rita will forward the language that was used.

#### 3. Restoration of historic mile guideboard.

DeFant questions:

Does Finance Committee have a roll in this process? No

Are there previous historic projects: Hearse house, Schoolhouse Rd. school etc. Yes. These are public documents – will get them to you.

Do we need to provide paper copies? Committee agrees no – electronic is fine.

Timeframe – When do they need Selectboard approval? Response: Selectboard must approve before we can accept the proposal

Budget – Does it need to be finalized before the Feb 10 deadline? If you could get estimates, we could do an “up to” amount so you don’t have to come back to CPC. They’ll get a ballpark of bids. Please use names of contractors along with their bids.

Discussion of grant termination language -see attached document written by Michael

Return of funds come out of the town's fund not from the applicant. Reworded to reflect the fact that the money would have to be returned to the original fund. Discussion revolved around whether we have to get Town Meeting approval to stop funding. Perfect example: North Cove restoration – letter would need to be sent to applicant and then whose responsibility is it to end the project? Checking with Town Counsel about this. Then the question about certified mail when sending notification to a town committee – who receives it? Michael will rewrite and send to Rita who will bring it forward for review of Town Counsel. We will discuss the final form at our next meeting.

CPC annual report.- Elaine will complete this by January 26th.

Allen would like to step down as chair of the committee. We will discuss at the next meeting.

Elaine brought up the situation of moving the community garden from behind town hall to lot O-32. This is a CPC article for town meeting. – on the agenda for the February 17<sup>th</sup> meeting.

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

Next meeting date: February 17

Meeting adjourned at 8:15

*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.