

COMMUNITY PRESERVATION COMMITTEE

JUDGE WELSH HEARING ROOM

October 2, 2007
9AM

Members Present: Elaine Anderson, Mona Anderson, Stephen Milkewicz and Brian Green.

Members Excused: William Dougal, Cassandra Benson

Others: Sharon Lynn, Michelle Couture, Ron Gamella, Kevin Redmond and Gerry Anathan

Meeting Agenda:

The meeting was called to discuss Grant Agreement for the renovation of 6 Sandy Hill Lane, specifically paragraph 7, which reads as follows:

7. Payment. The Town shall disburse an amount not to exceed 90% of the Grant Amount (or \$662,000) to Grantee for the cost of performing the Work, which disbursements shall be made quarterly and paid only on the presentment of detailed invoices, in a form reasonably acceptable to the Town Accountant, from Grantee or Grantee's contractor listing in detail the Work performed and the cost thereof, and including copies of all bills and cancelled checks. The Town shall have the right to ask for supplementary information. Prior to any payment, the Town shall have the right to enter the Property to inspect the Work to determine that invoices relative to the Work are correct and that the goods, materials and services charged for were ordered and delivered and the services were actually rendered. The balance of the Grant Amount (or \$70,000) shall be paid when the grantee has completed all work required to bring the Project into compliance with Title V requirements, as evidenced by written Board of Health approval. Grantee shall use all such sums only for the purpose of the Work, as described in the Contract Documents. The entire cost of performing the Work in excess of the Grant Amount shall be paid by the Grantee. Notwithstanding anything herein to the contrary, if the actual total cost of performing the Work is less than the Grant Amount (the difference between the two amounts referred to hereinafter as the "Excess"), the Town shall have no obligation to pay the Excess.

The meeting was opened at 9:10 AM.

Attorney Kevin Redmond, representing Benson Anathan LLC requested that the agreement prepared by Town Counsel be finalized.

Attorney Redmond stated that in their opinion the property is already in compliance with Title V requirements, Benson Anathan LLC request that \$70,000 held back in Grant Agreement be paid to grantee in lieu of \$65,000 ACO, which they will use for future sewer connection.

Chair Elaine Anderson replied that you are asking us to rethink our agreement with your clients. She does not agree that the agreement includes transferring ACO funds.

Mona Anderson said that the \$70,000 are earmarked for Title V, not a sewer connection.

Michelle Couture introduced Ron Gamella of DPW to the group and asked him to speak to the time line of sewer connection at 6 Sandy Hill Lane.

Ron Gamella said that DPW anticipates sewer will run to Route 6 (6 Sandy Hill Lane) in approximately 2 to 2.5 years.

CPC members are in agreement that the language of the Grant cannot be changed without approval of citizens at Town Meeting. (Warrant closed for next Town Meeting, next available Town Meeting in April 2008.)

Mona stated that in no way is CPC against project, funding of project, etc. Their only concern is with language agreed to at Town Meeting.

Michelle Couture told group that she felt that flow was flow and that the intent was the same whether monies were allocated for Title V or sewer hookup.

Michelle said she felt that the applicants had done what they were supposed to and that they had held to their agreements with the town. She suggested that perhaps language be tightened up for the next project of this kind so that there are not questions of this type.

Michelle also said that she understood that CPC's position and why they were reluctant, but she felt that it was important to allow this change.

Sharon Lynn asked Elaine Anderson if this had been discussed with Town Counsel recently and had the issues been clear to Town Counsel. Elaine said that Town Counsel was contacted two days ago and yes, she thought issues had been clear.

Elaine Anderson said that she thought the major problem was one of language and that the ACO was established to go both ways (sewer and Title V) but that the Grant was established only to discuss Title V.

It was finally decided that agreement will stand as written and CPC will sign off.

Motion: Agreement between CPC and Anathan Benson LLC is approved.

Motion by: Steve Milkewicz Seconded by: Brian Green Yea 4 Nay 0

Meeting adjourned at 10:00 AM
Notes taken by Suzi Fults