

January 8, 2003
Conservation Commission
Special Durrell Contract Meeting
Minutes

Meeting Opened at 7:14pm.

Present were: Delia Kay, Conservation Commission Co-Chair, members John Reinhardt, Cassandra Koutalidis, Janet McGowan, and Michael Fager, and Agent, Anne Phelps. Also present were Daniel Bianco, applicant for Associate Member status, and Frank Wright, Assistant City Solicitor. Introductions were made.

Review Durrell Contract

Various members of the CC asked why a contract is needed. The CC expressed concerns about signing a "contract" that appears to be intended for use in contracts between Office of Housing and Community Development (OHCD) and private parties in order for the CC to receive a grant to create Durrell Community Garden and Pocket Park. Frank said that it was his understanding that since Community Development Block Grant (CDBG) funds are federal grants from Housing and Urban Development (HUD), that OHCD needed the contract to be able to track how the money is being spent.

The Commissioners wanted to know whether this is standard procedure required of other city agencies which might also receive CDBG funds. Commissioners also asked whether all the clauses relating to vendors, contractors, wages, and so on, had any meaning for the CC and had to be included. John R. suggested that, since CDBG funds are federal grants from Housing and Urban Development (HUD), the terminology and clauses might be imposed by HUD on OHCD for agreements with contractors (vendors), but that the CC should not fall under the same category. CC members said they, as a body, should be considered another agency of the city, not in the same category as a private vendor/contractor. They suggested that a Memorandum of Agreement was a more appropriate venue for the arrangement between OHCD and the CC.

Frank said that it was probably a standard contract that OHCD used and that not much time had been spent on re-crafting it for an agreement with a city agency, instead of a private vendor. M.F. said he thought more effort needed to be spent to craft a meaningful document.

M.F. asked Frank Wright whether a Memorandum of Agreement, using specific language necessary to document the agreement between OHCD and CC, and which documented particular recording requirements, could be substituted.

Cassandra said she thinks it is useful to look at the contract as perhaps, being necessary, but to think of what might go wrong during the execution and consider how to rephrase it. M.F. said the contract is wrong from the outset; the CC is not a "vendor." M.F. said

that the “boilerplate” contract used for a vendor is inappropriate for the CC because 90 % of it does not apply to the situation.

J.M. suggested a simple MOA in which the scope of work is the central portion, with a list of reporting requirements as required by HUD, to be signed by the CC, expressing its agreement to the terms. CK said the agreement should clarify when and how the CC will have access to the funds, and the payment schedule. And, she said the agreement or contract should state that the funds in question are only part of the cost of the park and garden. Anne said that she and Sherri had worked out the scope and discussed the procedure for getting purchase orders and getting invoices paid. Because it is a reimbursable grant, and the CC has no money to front the cost, Sherri will set up an account in OHCD to which all costs will be charged. Anne will requisition a PO through OHCD and submit invoices for contractors to be paid, and document expenses in quarterly reports to Sherri. Jura just does the contract.

Frank said he would contact Jura and ask her whether she could do this for communication with Jura, on this issue. Frank said he would contact Jura first and suggest using a MOA, that incorporates the above suggestions. Janet McGowan, an attorney with professional experience in contract law, offered to be the “point person.”

Delia asked if OHCD says the CC must sign the contract, what is the CC’s response. MF said we should defer that question to the next meeting.

The CC asked [Frank] if they could have an answer to this by their next meeting on 1/22/03. Frank said he would be very busy the next few weeks, and it would be mostly up to Jura how soon it could be done. The CC asked whether Jura or someone could come to its next meeting, Jan. 22, to discuss this. Frank said that Jura could only present the OHCD viewpoint, and could not give the CC advice. Frank said he would not be able to attend our next meeting.

Regarding the releases, Frank recommended the CC include language that goes beyond construction, and includes any activity or participation.

Frank also suggested that measured lead levels be compared to any existing standard for safe exposure. We should include that in the appendix. DK said there are published state levels or the lab that tested should be able to give us the standards.

Ratify/Approve Enforcement Order for MDC work at Alewife Parkway nr Dilboy

Anne had been asked by the CC to issue and sign an Enforcement Order to Massachusetts District Commission (MDC) regarding work performed to resurface tennis courts near Dilboy Field in the resource area of Alewife Brook without submission of a NOI. Anne delivered the Order on December 18, 2002, to Mark MacLean, Project Engineer, Parkways Division, at MDC. Conditions in the Enforcement Order have been met, except for the required submission of the NOI. Mark said he is awaiting an engineer’s stamp on the plans before he can submit the form.

Vote: CK moved to ratify the MDC Enforcement Order. JM seconded. All present approved. Anne will deliver the notarized copy by certified mail.

Endorsement Letter- John R.

John asked the CC to approve a letter of support he wrote for a grant submitted by Mystic River Watershed Association to Coastal Zone Management (CZM) for a Coastal Pollution Remediation “Plus” Program Grant. Discussion led to a minor change in wording.

All the commissioners agreed to the letter of support to CZM.

Meeting adjourned at 8:00 pm.

Respectfully submitted,

Anne Phelps, Agent