

TOWN OF LAKEVILLE MEETING POSTING & AGENDA

Town Clerk's Time Stamp
received & posted:

K. DeGuzia

LAKEVILLE TOWN CLERK
2024 FEB 05 PM 02

48-hr notice effective
when time stamped

Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009). Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	<u>Community Preservation Committee</u>
Date & Time of Meeting:	<u>February 1, 2024 6:30pm</u>
Location of Meeting:	<u>Lakeville COA 1 Dear Crossing Lakeville, Ma</u>
Clerk/Board Member posting notice:	<u>Nancy Yeatts</u>

Cancelled/Postponed to: _____ (circle one)

Clerk/Board Member Cancelling/Postponing: _____

A G E N D A

1. 6:30 Joint Meeting with the Park Commission/ John Paun Park / discussion
2. Budget Report Update
3. Project Signs/ examples/discussion/ possible vote
4. Review MOA from Town Council
5. Announcements for Step 1, Step 2 and Public Meeting/ discussion
6. Review and approve meeting minutes December 13, 2023 and January 10, 2024
7. Reorganization/discussion/possible vote

Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Community Preservation Committee arise after the posting of this agenda, they may be addressed at this meeting.

YEAR-TO-DATE BUDGET REPORT
 FISCAL YEAR 2024 AS OF DECEMBER 31, 2023

FOR 2024 06

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2800 COMMUNITY PRESERVATION							

170 COMMUNITY PRESERVATION COMM

28017000 REV - COMMUNITY PRESERVATION

28017000 412523 23-CPA SUR	0	0	0	-1,175.39	.00	1,175.39	100.0%
28017000 412524 24-CPA SUR	-225,000	0	-225,000	-111,496.56	.00	-113,503.44	49.6%*
28017000 417100 P&I-CPA	0	0	0	-147.41	.00	147.41	100.0%
28017000 469000 CPA-STATE	-20,000	0	-20,000	-46,812.00	.00	26,812.00	234.1%
28017000 482000 INT INCOME	-500	0	-500	.00	.00	-500.00	.0%*
TOTAL REV - COMMUNITY PRESERVATION	-245,500	0	-245,500	-159,631.36	.00	-85,868.64	65.0%

28170200 CPC - COMMITTEE EXPENSES

28170200 530000 PROF SRVCS	7,500	0	7,500	.00	.00	7,500.00	.0%
28170200 534400 ADVERTISNG	1,000	0	1,000	.00	.00	1,000.00	.0%
28170200 542000 OFFC SUPPL	1,500	0	1,500	.00	.00	1,500.00	.0%
28170200 571000 TRAVEL EXP	1,275	0	1,275	.00	.00	1,275.00	.0%
28170200 573000 DUES-MEMBS	1,000	0	1,000	.00	.00	1,000.00	.0%
TOTAL CPC - COMMITTEE EXPENSES	12,275	0	12,275	.00	.00	12,275.00	.0%
TOTAL COMMUNITY PRESERVATION COMM	-233,225	0	-233,225	-159,631.36	.00	-73,593.64	68.4%

172 OPEN SPACE

28172524 CPC OPEN SPACE - 2024 PROJECTS

28172524 530600 JPP ENG	0	25,000	25,000	.00	.00	25,000.00	.0%
TOTAL CPC OPEN SPACE - 2024 PROJECTS	0	25,000	25,000	.00	.00	25,000.00	.0%
TOTAL OPEN SPACE	0	25,000	25,000	.00	.00	25,000.00	.0%

194 HISTORIC RESOURCES

28194524 CPC HISTORIC - 2024 PROECTS

YEAR-TO-DATE BUDGET REPORT
 FISCAL YEAR 2024 AS OF DECEMBER 31, 2023

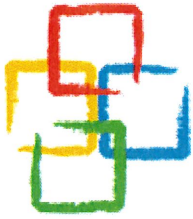
FOR 2024 06

ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
2800 COMMUNITY PRESERVATION							
28194524 529500 GRAVESTONE	0	10,000	10,000	.00	.00	10,000.00	.0%
28194524 582100 HTH ROOF	0	30,000	30,000	.00	.00	30,000.00	.0%
TOTAL CPC HISTORIC - 2024 PROECTS	0	40,000	40,000	.00	.00	40,000.00	.0%
TOTAL HISTORIC RESOURCES	0	40,000	40,000	.00	.00	40,000.00	.0%
TOTAL COMMUNITY PRESERVATION	-233,225	65,000	-168,225	-159,631.36	.00	-8,593.64	94.9%
TOTAL REVENUES	-245,500	0	-245,500	-159,631.36	.00	-85,868.64	
TOTAL EXPENSES	12,275	65,000	77,275	.00	.00	77,275.00	

FOR 2024 06

	ORIGINAL APPROP	TRANFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
GRAND TOTAL	-233,225	65,000	-168,225	-159,631.36	.00	-8,593.64	94.9%

** END OF REPORT - Generated by Todd Hassett **



Community Preservation Coalition

Preserving our past. Building our future.

Published on *Community Preservation Coalition* (<https://www.communitypreservation.org>)

[Home](#) > Gallery of CPA Project Signs

Gallery of CPA Project Signs

Many CPA communities have adopted a policy of posting signs at CPA-funded project sites to let members of the public know how their CPA dollars are being spent. In some cases the signs are funded as part of the project expense, and in others the CPC uses administrative funds.

This is a great way to educate fellow community members about the Community Preservation Act, as well as to generate enthusiasm for local projects made possible through the CPA program. When residents can see tangible results of their CPA dollars at work, they will be more likely to be interested in and supportive of your community's future CPA efforts!



Abington Griffin Dairy Farm



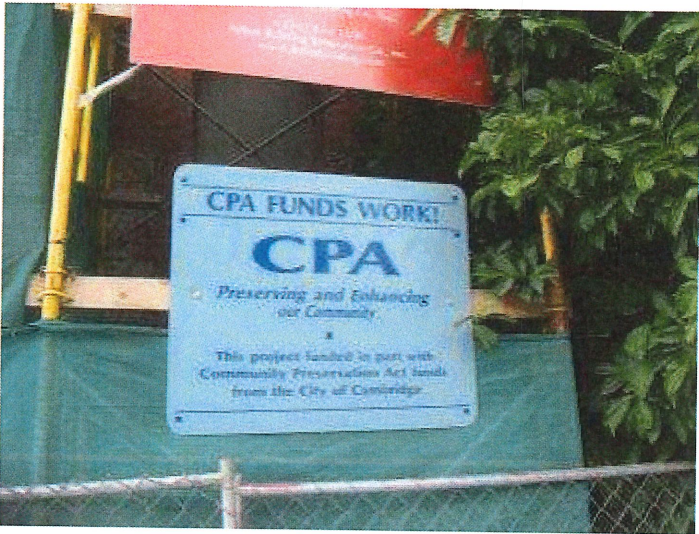
Billerica Clara Sexton House



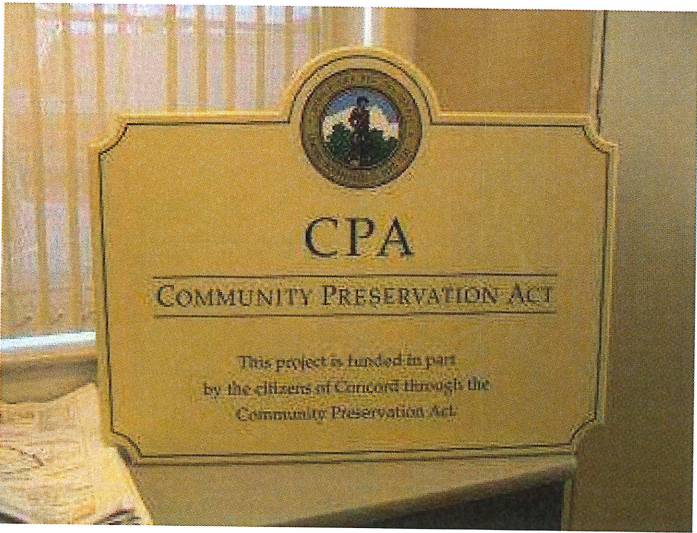
Boxford Conservation Area



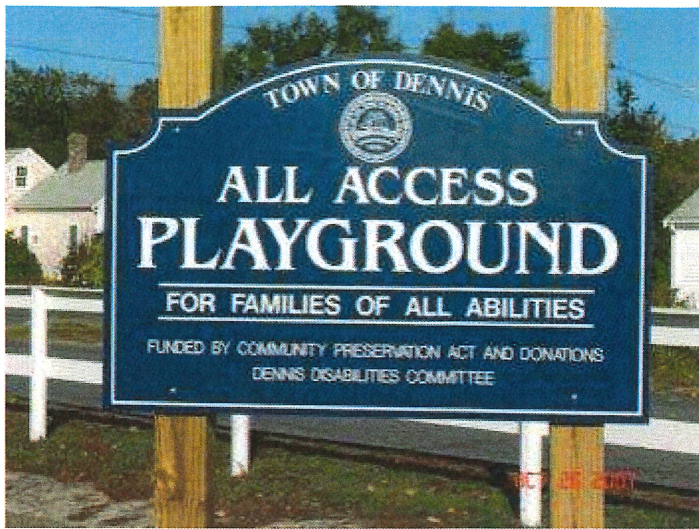
Bridgewater Town Hall



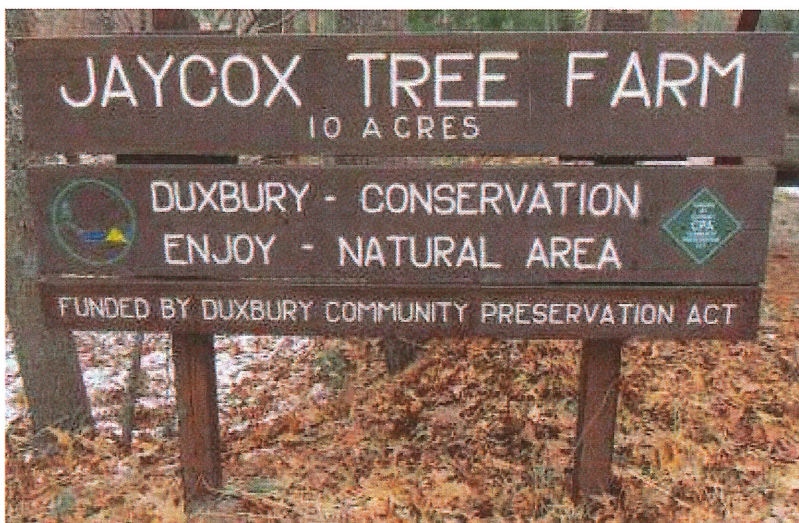
Cambridge Historic Project



Concord General Use



Dennis Playground



Duxbury Jaycox Tree Farm

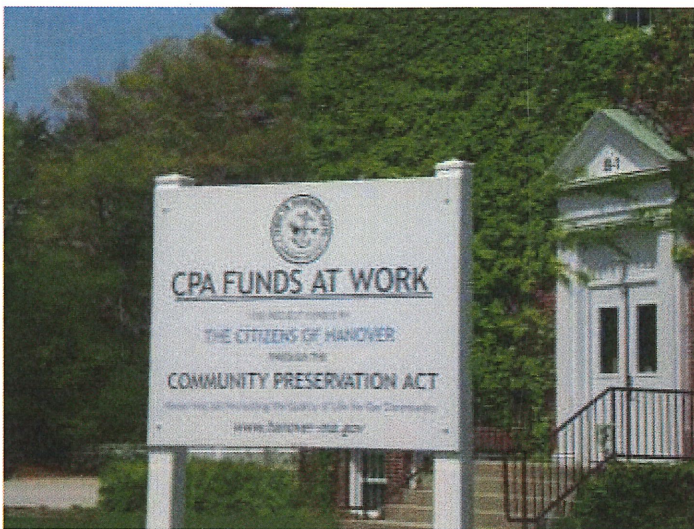


Fall River "CPA Funds at Work"

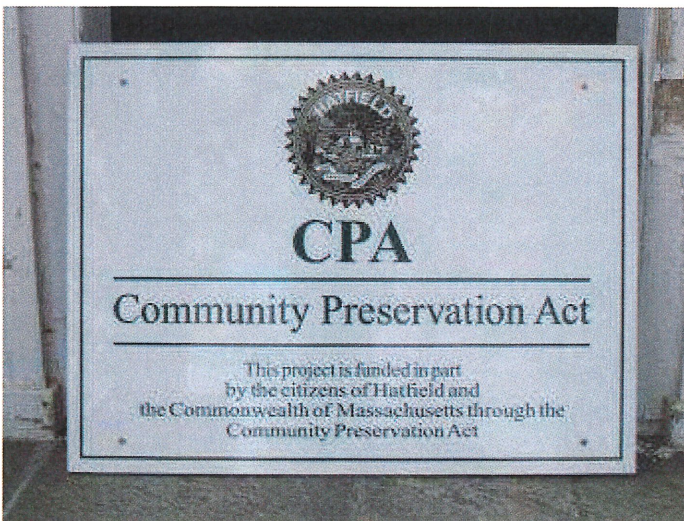


This project
received funding assistance from the
Citizens of Gloucester
through the
Community Preservation Act.

Gloucester General Use



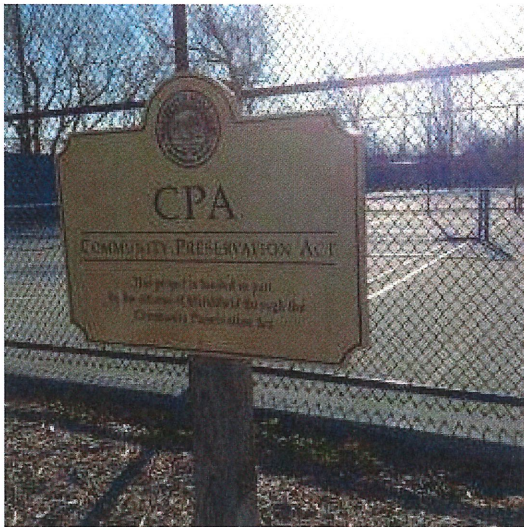
Hanover "CPA Funds at Work"



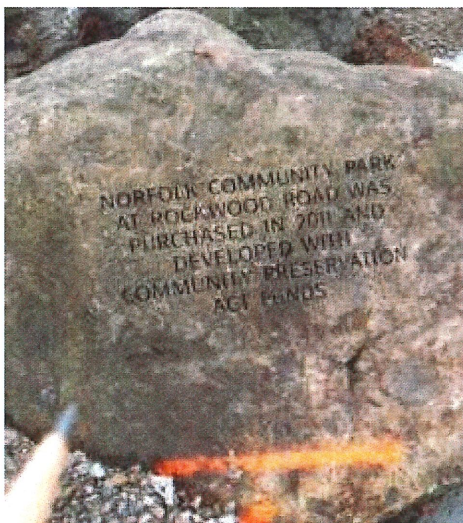
Hatfield General Use



Hubbardston Plaque at First Parish Church



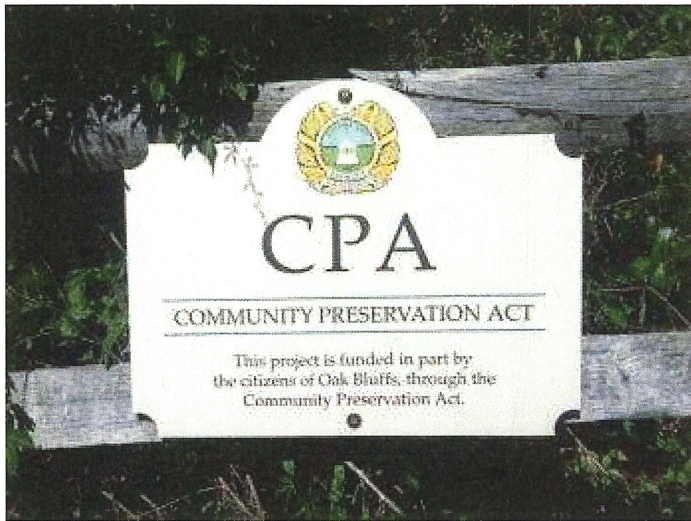
Marshfield Peter Igo Park



Norfolk Community Park



Northampton Historical Museum



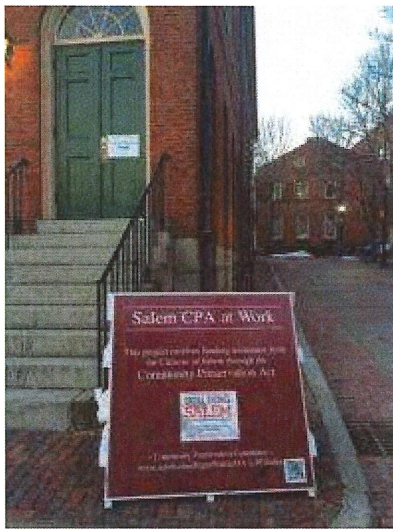
Oak Bluffs General Use



Peabody Bikeway



Plymouth Hedge House Sign



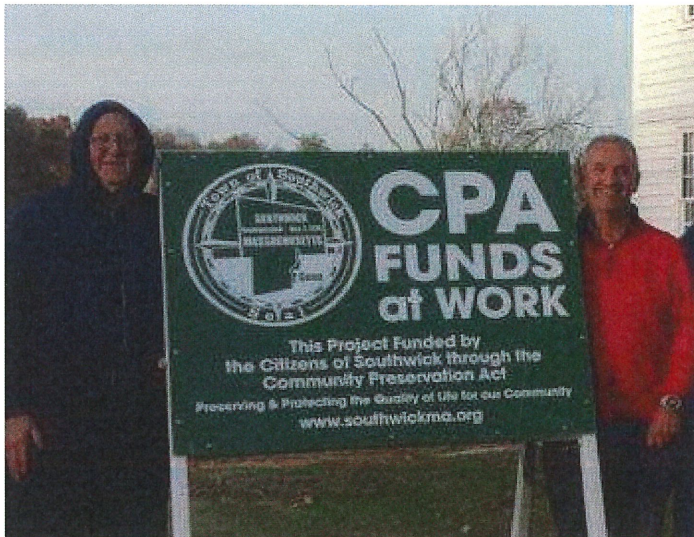
Salem Library



Scituate Habitat Housing



Somerville Community Path



Southwick History Museum



Stoughton Glen Echo Park



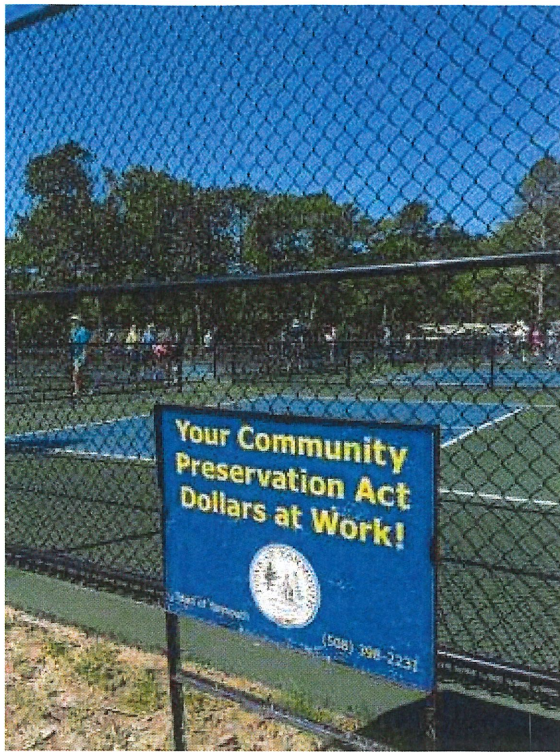
Stoughton Halloran Park



Wellfleet Bridge



Westport Conservation Area



Yarmouth Pickleball Courts

Source URL: <https://www.communitypreservation.org/project-signs>

From: Marc Resnick <mresnick@lakevillema.org>
Sent: Thursday, December 21, 2023 6:15 PM
To: AKwesell@k-plaw.com; Jonathan D. Eichman <JEichman@k-plaw.com>
Cc: eaglelady27@gmail.com; Ari Sky <asky@lakevillema.org>; Cathy Murray, Appeals Board Clerk <cmurray@lakevillema.org>
Subject: CPC MOA

Hi Amy and Jonathan,

Attached is a CPC Municipal Project MOA that I put together based on others that I had. Could one of you please review and edit as needed.

Hope you have a great holiday.

Thank you,

Marc Resnick
Town Planner
Town of Lakeville
346 Bedford Street
Lakeville, Massachusetts 02347
mresnick@lakevillema.org
(774) 776-4350



Cathy Murray, Planning Department Clerk

From: Jonathan D. Eichman <JEichman@k-plaw.com>
Sent: Thursday, January 25, 2024 7:00 PM
To: Cathy Murray, Planning Department Clerk
Cc: Amy E. Kwesell; Keelin B. Ciccariello
Subject: RE: CPC MOA
Attachments: KP-#897903-v2-LAKE_CPC_Municipal_Project_MOA.DOCX

Cathy, please see the draft MOA with our suggested revisions and comments, attached. There is no particular correct form for these, and we edited the draft Marc provided based on many other such agreements we have reviewed in the past. The agreement can be further tailored to the Town's needs and to adequately address the various approved projects. Please note that because this agreement is essentially a contract with the Town for the use of Town funds, we recommend that the Select Board approve and sign the Agreement and oversee compliance. There is no evidence of CPC authority in this regard in G.L. c.44B. With that said, the Select Board may certainly designate oversight of approved projects, as the agreement does in providing for a project liaison, and may request assistance and input from the CPC as the Select Board sees fit.

Please contact me with questions and to discuss any concerns you have going forward.

Jonathan D. Eichman, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 654 1727

F: (617) 654 1735

jeichman@k-plaw.com

www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

From: Cathy Murray, Planning Department Clerk <cmurray@lakevillema.org>

Sent: Thursday, January 18, 2024 5:46 PM

To: Jonathan D. Eichman <JEichman@k-plaw.com>

Cc: Amy E. Kwesell <AKwesell@k-plaw.com>

Subject: CPC MOA

Hi Jonathan,

I was just following up to see if you had a chance to take a look at the MOA document that Mark had created for the CPC committee? Could you please review and let me know if any edits need to be made.

Thank you

Cathy



Town of Lakeville
COMMUNITY PRESERVATION ACT
MUNICIPAL PROJECT
GRANT AGREEMENT

Project Name: _____

Project Location: _____

Grantee Contact: _____

Grantee Address: _____

Grantee email: _____

Grantee Phone: _____

Project Description: _____

Commented [JE1]: These descriptions should be as detailed as possible. Including the CPC application and Town Meeting vote as exhibits will help to define the scope of the project. Include a reference to any plans or other documents that are relevant.

Project Conditions: _____

Proposed Project Completion Date: _____

This Grant Agreement (hereinafter "Agreement") is made this _____ day of _____ by and between the _____ (the Grantee) with an address of _____ and the Town of Lakeville, acting by and through its Select Board ("Town") with an address of 346 Bedford Street, Lakeville, MA 02347 to provide for the expenditure of Community Preservation Act funds appropriated for Grantee's use as described below in accordance with G.L. c.44B and the terms of this Agreement.

WHEREAS, Grantee submitted a proposal for funding (the "Proposal") to the Town's Community Preservation Committee (the "CPC"), and the CPC reviewed and approved the Proposal and recommended that Town Meeting vote to appropriate Community Preservation Act funds in the amount of _____ (the "Funds") for the purpose of _____ (the "Project"), as set forth more particularly herein. A copy of the Proposal and the CPC's recommendation is attached hereto and incorporated herein as Attachment A.

WHEREAS, the Project is to be carried out on property of _____ located at _____, and more particularly described in that deed recorded with the Plymouth County Registry of Deeds in Book _____, Page _____ (the "Property");

WHEREAS, by its vote under Article ___ the _____ Lakeville Town Meeting appropriated the Funds recommended by the CPC for the Project, a copy of said vote being attached hereto and incorporated herein as Attachment B.

NOW THEREFORE, the TOWN and the Grantee agree as follows:

1. **Award.** Subject to the terms of this Agreement, the Town shall provide the Funds to Grantee to carry out the Project.
2. **Budget and Other Sources of Funding.** Prior to the commencement of the Project and disbursement of the Funds, the Grantee must submit a complete budget for the Project (the "Project Budget"), including all final bids that account for: (a) the use and expenditure of the Funds and (b) all other sources of funding, if necessary, to complete the Project as described herein. Consistent with the provisions of M.G.L. c. 44B Section 6, the Funds shall not replace existing Town operating funds nor reimburse the Town for services provided to the Project. The Grantee shall not expend any Funds until such time as it has provided evidence to the Town that it has secured sufficient funds (both privately and with the CPA funds) to undertake and complete the Project and the Town has approved the Project Budget in writing. If the Town determines at any time during the Project that the Funds have been spent on goods or services or other expenditures not identified in the Project Budget, or otherwise not authorized under the CPA, the Grantee shall repay such funds to the Town.

3. **Project Completion.** All work described in this Agreement must be completed no later than **one year** from the execution of this Agreement (the “Completion Date”) unless the Town grants an extension in writing for good cause shown.

Commented [JE2]: The Town may insert whatever time period is reasonable to the particular project.

4. **Disbursement; Inspection.** Disbursements of the Funds shall be made upon the presentation of invoices listing in detail the Project work performed and the cost thereof. Alternatively, at the Town’s sole discretion, the Town may disburse Funds in advance of work performed upon the presentation of the Grantee’s binding contracts requiring payment in advance for Project work. The Grantee must submit an invoice for each disbursement of Funds using the Standard CPA Fund Invoice and Grant Report Form provided by the Planning Department. For Project tasks involving physical work, the Grantee must include at least three high-resolution photos to document the progress of the Project with each invoice. The Town will not release a disbursement unless the Planning Department has approved and signed the corresponding Invoice and Grant Report Form verifying that the deliverables have been successfully completed. Prior to any payment, and at such other reasonable time as the Town may request, the Town shall have the right to enter the Property to inspect the work. No payment shall be made if the Town reasonably determines that the Project work has not been done in a good and workmanlike manner and is not substantially in compliance with the final cost estimate and with legal requirements applicable to the Project and this Agreement. Failure to comply with the terms of this Agreement may result in a reimbursement request being rejected. The cost of the Project in excess of the Funds shall be paid by the Grantee. If the actual cost of performing the Work is less than the Funds, the Town shall have no obligation to disburse Funds in excess of said total cost.

Commented [JE3]: There are many options for handling disbursement, depending on the Project and the Town's desire to control disbursement. The language provided here allows the Town to limit disbursement to work performed, or to disburse funds in advance of Project work.

5. **Project Scope of Work.** The Funds may be used solely for the Project recommended by the CPC and for which funds were appropriated by the Lakeville Town Meeting. Attachments A and B. Any **material** changes to the Project must be approved in advance and in writing by the Town. In making its decision, the Town will determine at its sole discretion whether the requested change is consistent with the Project. Requested material changes deemed inconsistent with the Project may be implemented only pursuant to further recommendation of the CPC and approval of Town Meeting in accordance with G.L. c.44B and all other applicable law.

Commented [JE4]: It may be helpful to give examples of what is and isn't a material change. For example change in vendors, material used, timing etc.

6. **Project Liaison.** The Planning Department shall serve as the Project Liaison for the Agreement. The Project Liaison shall serve as the agent of the Town for the purpose of monitoring Project compliance with the terms of this Agreement and shall periodically report to the Select Board and the CPC regarding the progress of the Project. The Grantee shall identify, in writing, a contact person responsible for administration of the Project. Name, address, telephone number(s), and e-mail address, if any shall be provided to the Project Liaison.

7. **Compliance with Laws and Agreement.** Grantee understands and agrees that Projects funded through this Agreement are made pursuant to and must comply with the requirements of the Community Preservation Act, M.G.L. c. 44B. The Grantee also

agrees to comply with all requirements of this Agreement. The Grantee shall comply with all applicable Federal, State, and local laws, rules, regulations, including but not limited to Americans with Disabilities Act and Massachusetts Architectural Access Board regulations, pertaining to the Project, or which in any manner concern compliance with the terms of this Agreement, such provisions being incorporated herein by reference. The Grantee acknowledges its responsibility to comply with all applicable laws pertaining to the procurement process.

8. **Permits and Licenses.** It is the obligation of the Grantee to obtain all necessary permits and licenses for implementation of the Project. No local permit or license is waived by the award of this funding. The Planning Department will assist the Grantee to the extent of its authority in securing preservation restrictions, accessibility waivers for historic resources, or other approvals necessary to comply with the Community Preservation Act as appropriate.
9. **Record Keeping.** The Grantee shall keep such records with respect to the utilization of the Funds as are kept in the normal course of business and such additional records as may be required by the Town. Should the Project have multiple funding sources, the Grantee shall track specific expenditures of the Funds separate from other funding sources. The Town shall have full and free access to such records and may examine and copy such records. The Grantee further agrees to meet from time to time with the Town, upon reasonable request, to discuss expenditure of the Funds. Copies of all records shall be included in the Project Closeout Report.
10. **Community Preservation Act Awareness.** Upon completion of any construction Project, and in compliance with §270-6.6 Sign Regulations of the Town's Zoning Bylaws, the Grantee agrees to post, in an appropriate location mutually acceptable to the parties, a permanent sign stating that the Project was funded in part by the Town of Lakeville's Community Preservation Act program. For the duration of the work, the Grantee shall post a temporary sign provided by the CPC. The Grantee shall also identify that the Project was funded in part by the Town of Lakeville's Community Preservation Act in its written materials about the Project, including press releases, brochures, etc.
11. **Deed Restrictions.** Pursuant to G.L. c. 44B §12, a real property interest acquired with the Funds shall be bound by a permanent deed restriction that meets the requirements of G.L. c. 184, §§31-33 limiting the use of the interest to the purpose for which it was acquired. The Grantee agrees to the imposition of such deed restriction in a form acceptable to the Town.
12. **Project Reports.** The Grantee shall notify the Town by email to the Planning Department when a Project has commenced and again when it is completed. Every four (4) months until the Completion Date, the Grantee shall provide the Town with a Project Status Report which details the progress toward completion of the Work. The Planning Department may contact the Grantee periodically to check on the status of a Project or schedule site visits to document any completed work. All documents, photos, and records

submitted to the Town shall be available to the public under the Massachusetts Public Records Law.

13. **Project Completion.** Within thirty days following Project completion, the Grantee shall submit a written final report in a form satisfactory to the Town (the "Project Closeout Report"). The Town will conduct a final site visit and may request copies of any completed studies or materials for its files.
14. **Unused CPA Project Funds.** In the event the total cost of the Project is less than the award amount, or if the Project is terminated prior to its completion, any unexpended portion of the Funds shall be returned to the Town for deposit in the appropriate CPA fund. Funds not utilized on the Project must be returned to the Community Preservation Fund and will be made available for future appropriation to other recipients.
15. **Extension.** If none of the Funds have been expended by the Grantee for the Project within six (6) months of the Completion Date and are not expected to be expended prior to the Completion Date, the Grantee may present a request for a term extension to the Town together with a Project Update comprised of a revised timeline and revised scope of work to confirm that the Funds are still required for the Project. If the Grantee fails to submit such a request within thirty (30) days following the end of the six-month period, the Town may terminate this Agreement in accordance with the terms hereof.
16. **Entire Agreement.** This Agreement with all attachments and appendices constitutes the entire agreement between the parties hereto and may be amended only in writing executed by both the Town and the Grantee. Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of Recipient.
17. **Termination.** In the event the Grantee fails to fulfill its obligations under the terms of this Agreement, as determined by the Town, and such failure is not cured within forty-five (45) days after the Town has given written notice to the Grantee specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Grantee. Upon receipt of said termination notice, the Grantee shall cease to incur additional expenses in connection with the Project and this Agreement and shall immediately return all unused Funds to the Town. Upon termination, the Town shall be free to pursue any rights or remedies provided within this Agreement, including without limitation, recapture of the Funds as set forth below. Upon the expiration or earlier termination of this Agreement, all rights and obligations of the parties hereunder shall expire and be of no further force and effect, except that the provisions of Sections 9, 14, 18, and 20 shall survive said expiration or earlier termination. Notwithstanding the foregoing, failure or delay in performance due to Acts of God or other causes factually beyond Grantee's control and without fault or negligence shall not be deemed a breach of the Agreement if immediate notice of such is given to the Town.
18. **Return of Funds.** In the event the Grantee fails to fulfill all obligations under the terms of this Agreement and the Town terminates this Agreement in accordance with its terms,

the Grantee shall forthwith return to the Town all Funds disbursed to the Grantee and not yet expended. If the Grantee uses funds for purposes other than the Project or for any purpose prohibited by or inconsistent with the CPA and/or fails to fulfill its obligations under this Agreement, the Grantee shall repay the Town 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 returned to the Town's Community Preservation Fund. In the event the Town takes legal action to enforce the terms of this Agreement, the Grantee shall pay any and all costs, including reasonable attorneys' fees, expended by the Town for the successful enforcement of this Agreement, which successful enforcement shall be deemed to include a settlement of the claims made in such legal action.

19. **Notice.** Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 2 or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service
20. **Indemnification; No Liability of Town.** By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with the Project and/or the condition of the Property. Nothing in this Agreement shall be construed to render the Town or any elected or appointed official or employee of the Town, or their successors in office, personally liable for any obligation under this Grant Agreement. Grantee shall indemnify, defend, and hold the Town and its departments, officers, employees, representatives and agents harmless from and against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees (together, "Claims"), of any nature whatsoever arising out of or relating in any manner to the Project and/or the condition of the Property, including, without limitation, Claims arising out of work performed and actions taken in pursuance of the Project, the negligence or misconduct of Grantee or Grantee's agents, employees, contractors and invitees, breach of contract, and any and all claims for the payment by the Town of any amount in excess of the Funds allotted.
21. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.
22. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

23. **No Assignment.** This Agreement may not be assigned by the Grantee without prior written agreement of the Town.

[signatures on following page]

IN WITNESS THEREOF, the Parties hereto have executed this Grant Agreement effective on the day written above:

[Grantee]

By:
Its:

TOWN OF LAKEVILLE
SELECT BOARD

By: _____, duly authorized

TOWN OF LAKEVILLE

Community Preservation Committee Meeting Minutes December 13, 2023

On December 13, 2023, the Community Preservation Committee held a meeting at 7:00 PM at the Lakeville Police Station, 323 Bedford Street. The meeting was called to order at 7:07 PM by Chairman Nancy Yeatts. Community Preservation Committee Members present were Nancy Yeatts, Paula Houle, Susan Spieler, Kathleen Barrack, and John Lucey. Absent were Nancy LaFave, Barbara Standish, Michele MacEachern, and Amy Knox. Also present, Marc Resnick, Town Planner. LakeCAM was recording the meeting for broadcast.

Budget Report

Chairman Yeatts presented the Year-To-Date Budget Report showing the state match of \$46,812.00 deposited into the CPA account. The fund has taken in \$110,000 so far this year which is not cumulative. Ms. Yeatts will ask the Town Accountant to include the total from last year. The report presented shows what has been taken in and the amount spent of \$65,000 that was approved at town meeting but is not reflective of what is left over from last year. The total amount in the Preservation fund for this fiscal year is \$171,269.15.

Community Preservation Coalition dues/discussion/possible vote

Chairman Yeatts presented the Community Preservation Coalition Dues bill of \$875. Mr. Resnick commented that although the coalition is good at lobbying technical advice, he felt it's far from accurate. He referenced an email that Ms. MacEachern sent to the coalition asking a question about applications which he felt the response was entirely inaccurate. Mr. Resnick is getting a written opinion from Town Counsel to explain the land acquisition process. He felt the director of the coalition gives out misinformation and expresses his opinion as a matter of fact. Ms. Yeatts distributed a copy of the email response to Ms. MacEachern which was not included in the packet but had been emailed to members previously. Two things he felt were inaccurate were that the application for land acquisition must come from the Conservation Commission and secondly it must be owned and controlled by the Commission. Neither the DOR guidelines nor local plans, which communities need to follow, have those restrictions. He said it varies from community to community how applications are submitted, and land acquisition projects are owned and managed by the community. There needs to be a Conservation Restriction placed on the property, which the DOR guidelines require, but who owns it and what entity controls it is not specified nor who can assist and/or submit an application on behalf of someone. He felt some of the work by the coalition is fine but since we have a bill he thought the committee should know his feelings. Ms. Houle stated officially the coalition doesn't make the rules. Mr. Resnick confirmed the coalition does not make any rules, they are an advocacy and technical assistance organization which manages one statue, one type of program but have given out misinformation in his opinion. Ms. Barrack asked what the email question was, and Ms. Yeatts stated the original question was the Wildlands Trust is doing Step 1 and plans on helping the person selling the land to do Step 2. Ms. Yeatts felt that Wildland Trust shouldn't be doing Step 2 because they aren't the buyers. The Select Board would be the buyers asking for the money and oversee land purchases. Ms. MacEachern emailed the coalition for guidance, but Mr. Resnick looked up the DOR rules. Ms. Spieler called a point of order since agenda item 3 was being discussed and not voting on approving the payment of the dues. Ms. Yeatts asked the board to postpone voting on the dues when we have a full board. Mr. Lucey asked what Third Sector New England is and are they a non-profit. The coalition now operates as a fiscally sponsored program of Third Sector New England. They are funded by the state and collect dues from the CPA communities. They are subject to government related rules for public records request and maintaining records because they are funded by the state. Mr. Resnick is not happy with the coalition as they have one job to represent the CPA and give advice based on the Act and DOR regs and other cases that have gone through and it's inaccurate. He has spoken to other communities that have CPA and have expressed the same frustrations. He's not sure what the value to the community is to pay the dues but understands they try to lobby which might be worth something. Mr. Lucey stated that it seems the primary focus is housing and he's not sure that will be the biggest issue in Lakeville.

A motion was made by Mr. Lucey and seconded by Ms. Spieler, it was:

VOTED: to postpone voting on the dues until the next meeting.
Unanimous vote

Application for Eligibility Determination/Step 1/land acquisition 1 Elliot Way discussion/possible vote

Step 1 application for 1 Elliot Way was presented to the Committee and a vote needed to determine eligibility for CPA funding. The exact amount and how much land to be purchased by the town is not yet known. The owner is having the property surveyed and then will make a proposal to the town. The owner wants to keep the house and 10 acres and sell 30 acres to the town. The town needs a survey, get the land appraised and go through the steps. Wildlands Trust is working with the property owner in the land acquisition which has a conservation easement on abutting property, so they have an interest in protecting this land as well. This property abuts Vigers Conservation Area on Pickens St. which is owned by the town. Ms. Yeatts felt the Select Board should be the entity asking for the money to purchase the property and not Wildlands Trust. Wildlands Trust plans to go to the Select Board once they have the survey, appraisal, and the number. Wildlands Trust will assist Mr. Chistolini and submit it to the Select Board for their approval to move forward with the purchase. If the Select Board approves the purchase, then it will go to Town Meeting for the residents to approve. Wildlands Trust does not assist in funding but since there is a conservation restriction on land abutting, they will put a conservation restriction on the acquisition and then have volunteers to help with a trail system.

A motion was made by Mr. Lucey, and seconded by Ms. Spieler, it was:

VOTED: to accept as an eligible project
Unanimous vote

Approve Minutes of August 1, 2023, August 15, 2023, and October 17, 2023

Ms. Spieler had some comments to make about the minutes. She emailed three sets of minutes to Ms. Yeatts as her first submittal as secretary. Ms. Yeatts looked them over and said they looked good, but she had some questions and would email them over the weekend. Nothing was received over the weekend, so Ms. Spieler emailed her asking for her comments. Ms. Yeatts felt it needed more content, so Ms. Spieler made a second edit to the minutes of August 1st and sent them to Ms. Yeatts. At this point, Ms. Yeatts told her not to bother because she and Cathy Murray, the Planning Board Clerk, were reviewing them together and would send their revisions. Ms. Spieler asked the question who is paying Cathy Murray for her time since she is a town employee and is she being paid for doing the minutes. Ms. Yeatts stated at the last meeting Ms. Spieler should speak to Lillian Drane, the town clerk, to get an outline. Ms. Spieler used the format of another committee as a template and went to Ms. Drane after the fact but was never given an outline. Ms. Yeatts spoke to Ms. Drane and was told when deciding or making a recommendation to approve money at town meeting that as chairman Ms. Yeatts should go over them and put more content about the money. Ms. Spieler felt Ms. Yeatts should have worked with her to make the revisions rather than go to Cathy Murray for assistance. Ms. Yeatts mentioned the Planning Board is our town support and it doesn't make any difference who pays Cathy. Mr. Resnick stated that Cathy wasn't being paid to do the minutes and was asked to provide an example. She is available to provide support or answer questions regarding any meeting. Ms. Yeatts said she didn't have time to get together with Ms. Spieler and Cathy Murray to make the revisions and just had them done and that's the end of it.

A motion was made by K. Barrack and seconded by P. Houle, it was:

VOTED: to accept the minutes of August 1st.
Vote: P. Houle-aye; K. Barrack-aye; N. Yeatts-aye; J. Lucey-abstain; S. Spieler-nay.

Ms. Spieler stated the minutes were still incorrect as the second set of edits she made were missing from the version that N. Yeatts and Cathy Murray produced. Ms. Barrack asked Ms. Spieler what information was missing. Ms. Spieler stated that under the section of CPA budget year ending budget reports/CP1 & CP2 filings/CP3 filing/discussion on page 1 the first line, "The Year End Budget was read by Member S. Spieler showing the fund has \$220,502.99, with \$215.55 delinquent payments, interest \$389.73," what was missing was "for a total of \$226,077.17 minus expenses of \$1100 minutes, \$180 for advertising, \$49.99 offices supplies, \$875 coalition dues.

A motion was made by P. Houle, seconded by K. Barrack, it was:

VOTED: to accept the minutes of August 1, 2023 as amended
P. Houle-aye; K. Barrack-aye; N. Yeatts-aye; S. Spieler-aye; J. Lucey-abstain

A motion was made by P. Houle, seconded by K. Barrack, it was:

VOTED: to accept the minutes of August 15, 2023
P. Houle-aye; K. Barrack-aye; N. Yeatts-aye; S. Spieler-aye; J. Lucey-abstain

A motion was made by P. Houle, seconded by K. Barrack, it was:

VOTED: to accept the minutes of October 17, 2023
Unanimous in favor

Mr. Lucey commented that it's no more a thankless and tedious job being an unpaid minute taker and he would hope we could work together to make it easier for the person that took that responsibility on.

Ms. Yeatts agreed and said we had a professional person taking the minutes before and as chair she just wanted to make sure we are following the rules.

Review scheduling for next meetings

Ms. Yeatts stated our next meeting was previously scheduled at the last meeting for January 10th so we need to schedule some further meetings. Mr. Lucey stated he can never attend on Tuesday nights, but Thursdays are good for him. It was decided to meet on Thursday, February 1st. The committee will need to look over the plan to see if any changes need to be made before we hold a public meeting. Ms. Yeatts stated we will need to decide at the January 10th meeting when to hold the public hearing. She stated that from the survey that was sent out, senior housing was high on the list.

A motion was made by J. Lucey and seconded by K. Barrack, it was:

VOTED: to adjourn the meeting at 7:49 p.m.
Unanimous in favor

Presented at meeting

Coalition Email

TOWN OF LAKEVILLE

Community Preservation Committee
Meeting Minutes
January 10, 2024

On January 10, 2024, the Community Preservation Committee held a meeting at 6:30 PM at the Council on Aging, 1 Deer Crossing. The meeting was called to order at 6:32 PM by Chairman Nancy Yeatts. Community Preservation Committee Members present were Chairman Nancy Yeatts, Paula Houle, Amy Knox, John Lucey, Michele MacEachern, Barbara Standish, and Susan Spieler. Absent were Kathleen Barrack and Nancy LaFave. Also present Cathy Murray, Planning Department Clerk. LakeCAM was recording the meeting for broadcast.

Guest: Scott MacFaden from Wildlands Trust to discuss Step 2 application for land acquisition/1 Elliott Way

Scott MacFaden couldn't attend the meeting but will attend the CPC meeting on February 1, 2024. Chairman Yeatts passed out information regarding the Wildlands Trust and gave a background on the Trust. The Trust holds a conservation restriction on the Chistolini property and are helping with the Step 2 application. There is a restrictive covenant on this land which Chairman Yeatts passed out for members to review on their own time.

Review emails from Coalition and Town Council regarding procedure for Town acquiring property/discussion/possible vote

The emails from the Coalition and Marc Resnick were presented with Town Counsel opinions regarding land acquisitions. Chairman Yeatts felt there shouldn't be too much discussion regarding these as she would like to hear Scott MacFaden from Wildlands Trust opinions. He will be assisting with Step 2 on the Chistolini property and will have more information. Ms. MacEachern felt the email presented was cut off and wanted to see the entire email chain. Chairman Yeatts said nothing was cut off, but she did cut off the privacy info from KP Law. Ms. MacEachern's opinion is that Step 2 should go to other committees for their opinion such as Open Space, Conservation, Select Board, and Master Plan since this is a land acquisition along with the Coalition for review.

A motion was made by M. MacEachern, seconded by Amy Knox, it was:

VOTED: to send Step 2 application to Open Space, Select Board, Conservation Commission, Master Plan and Community Preservation Coalition
Unanimous in favor

2024 Coalition membership dues/ discussion/possible vote

A committee vote is needed to pay the Coalition dues. Ms. MacEachern commented that the Coalition was instrumental in bringing CPA to Lakeville. The Coalition helps communities understand, adopt, and implement CPA and advocate for CPA at the state level thereby advancing smart growth and sustainable development in the communities across Massachusetts. She mentioned at the last meeting Mr. Lucey stated he thought the Coalition had a lot to do with housing. Ms. MacEachern stated that there are non-profit organizations involved with the Coalition such as the Trust for Public Land, Massachusetts Affordable Housing Alliance, Preservation Massachusetts, Citizens' Housing and Planning Association, Mass Audubon, and Trustees. There are only two groups that are affiliated with housing and others with land preservation, so it's not really concentrated in one bucket. If we are going to Town Counsel for advice when we could be going to the coalition, this is what we pay the dues for. Chairman Yeatts clarified that the advice that we get from the Coalition should still go to Town Counsel since it's not lawyers giving the advice. We need to protect the town and not take legal advice from the Coalition. The Coalition was instrumental in assisting Ms. Barrack submit the CP3 so we could get our match since the town is not allowed to submit this report. Ms. Houle understood that the Coalition is an advisory board and not legal. Ms. MacEachern agreed it's not a substitute for legal opinion, but we have a sample warrant article that other towns have used that was written by an attorney that was obtained from the Coalition. Chairman Yeatts said it still says it's not a legal opinion, all and warrants still need to go through Town Counsel. Ms.

MacEachern stated that things that do not need to go through Town Counsel will cut down on the legal expenses to the town. Ms. Houle stated what if the Coalition advises us on something not pertinent to Lakeville shouldn't we still go to Town Counsel. Chairman Yeatts is in favor of paying the dues and asking the Coalition for opinions but the bottom line for her is to protect the town and still go through Town Counsel and there is plenty of money in the budget. Ms. MacEachern stated she's not saying not to go to Town Counsel but lean on the Coalition and use their services as much as we can without having to go to legal. She stated only one email from Stuart from the Coalition was presented and there were two, and she had asked Chairman Yeatts to print the backup. Chairman Yeatts agreed about the one email but didn't have both with her and it's not on the agenda. Ms. MacEachern said the snippet that was presented does not show the entire email together. Chairman Yeatts said she would like to hear what Scott has to say at the next meeting and this is about paying the dues. Ms. Spieler stated she would like to see the entire email chain including what Marc Resnick sent to Town Counsel. Chairman Yeatts requested Ms. Murray to get the entire email chain so it can be placed on the next agenda. Ms. Murray will email to all members and Chairman Yeatts will see if it will go on the next agenda depending on the other business we need to do.

Motion made by M. MacEachern and seconded by A. Knox, it was:

VOTED: to approved to pay the Coalition Dues of \$875

P. Houle-abstain, J. Lucey-aye, M. MacEachern-aye, B. Standish-aye, S. Spieler-aye, A. Knox-aye, N. Yeatts-aye.

Budget Report 12/31/23

M. MacEachern stated the budget doesn't include last year's remaining balance but is showing interest. The committee would like Todd Hassett, Town Accountant, to come to another meeting to explain the budget. Chairman Yeatts will ask if he could attend the February 1, 2024 meeting at 6:30 and Scott MacFaden on the agenda for 6:45.

Review MOA for approved projects/discussion/possible vote

Chairman Yeatts stated we need to sign an agreement with the three entities that were granted CPA funding. She presented a Memorandum of Agreement for approval so the three projects can proceed. Chairman Yeatts wanted to approve the proposed agreement with any pending changes from Town Counsel. Ms. MacEachern stated she compared the agreement with the town's Community Preservation Plan. She noted the plan mentions a memorandum of understanding not agreement and we should be consistent with what the plan refers to. There are also a few references to City not town and Planning Department, which is under discussion since the Town planner has left. She would like to see other agreements closely resembling Lakeville. On page 3 of the agreement, it states the project should be completed in one year and our plan states unless there is a compelling and documented reason, projects receiving CPA fund must be completed within 24 months following Town Meeting approval. CPC may recommend at a subsequent Town Meeting the rescission of any authorized CPA funds remaining unexpended or undocumented after 12 months. The agreement needs work and needs to match our plan. Chairman Yeatts wants this to get done so projects can start. Chairman Yeatts asked Mr. Lucey, who is an attorney, if it matters whether it's called an agreement or understanding. Mr. Lucey said in this case it really doesn't matter. Chairman Yeatts will give the rest of the changes and information to Town Counsel so it will be ready for the next meeting. Ms. MacEachern stated that either the agreement needs to match our plan, or the plan needs to match the agreement. Ms. Spieler mentioned the recent developments at the Select Board meeting where it was announced the City of Taunton approved the tie-in with water through Blueberry Estates but there is push back from Blueberry Estates. The Select Board decided not to proceed with the tie-in and ARPA funding would not pay for a well. Ms. Spieler doesn't feel the Parks project for John Paun Park should move forward with the engineering plans since there may not be any water. Ms. Houle was aware and said this was a discussion for the Parks Commission to have at their next meeting. They may have to put in a well and didn't want to dismiss the funding until they have met and decided their next steps. Chairman Yeatts will put on the next agenda after the Parks Commission has met for further discussion.

Discuss timeline/application submittals for 2024

Chairman Yeatts said we need to review and update the plan and hold a public hearing. The plan can be updated after the public hearing with any resident input and add the three projects that were approved. The committee discussed whether to have projects for the Annual Town Meeting or wait until Fall Town Meeting. Ms. Spieler felt it was too soon to take another round of applications and best to grow the fund before expending more money and wait until Fall. Chairman Yeatts felt CPA was passed and we need to get things done. Ms. MacEachern stated we could put some money aside if the public wanted money set aside. Resident John Gregory asked to speak and thanked Chairman Yeatts for forwarding his question to the assessor’s office. He stated there were only 25 senior CPA exemption applications submitted and 24 were approved for senior or low income. He stated there were 15% of the population are seniors which is about 1500. He felt seniors were not getting informed they can apply for an exemption. Ms. MacEachern stated it was our hope that the exemption form would be sent out with the tax bill, but it didn’t happen. Instead, a letter was sent in its place and included the link. She asked Mr. Gregory if he automatically received the form in the mail the following year, which he did. Chairman Yeatts said we need to have a public hearing and the need an explanation from the Board of Assessors. Ms. Houle stated that maybe Mr. Gregory should go to the Senior Center and speak with the director to get publicity on the CPA exemptions and put something together to present to the seniors.

Set meeting and Public Hearing Dates for annual plan/discussion/possible vote

The committee selected the following dates for meetings and public hearing for 2024:

- February 1-27 Step 1 Applications opens
- February 29 CPC Meeting to review Step 1 applications, Public Hearing
- March 4 Step 2 starts
- March 29 Deadline to submit Step 2 applications
- April 4 CPC Meeting to review Step 2 applications
- April 18 CPC Meeting to review Step 2 applications, if needed
- June 10 Annual Town Meeting\

Review and approve meeting minutes August 1, 2023 (amended) and December 13, 2023

A motion was made by P. Houle and seconded by B. Standish, it was:

VOTED: to approve the minutes of August 1, 2023 meeting as amended
Unanimous vote

Ms. MacEachern wanted to comment on the December 13th meeting after watching the video. She felt the committee took a vote, appointed Ms. Spieler as secretary and Chairman Yeatts didn’t work with Ms. Spieler and instead worked with Ms. Murray. She felt it was uncalled for and we need to put reorganization on the agenda. Mr. Lucey brought the subject of reorganization up in October and Chairman Yeatts stated we reorganize in July when reappointments are made.

A motion was made by Ms. MacEachern and seconded by A. Knox to put reorganization on the next agenda. Ms. Houle asked if there is something in the bylaws that states when reorganization is done. Chairman Yeatts said this was discussed previously and it happens in July. She stated we are talking about the minutes right now and Ms. MacEachern stated we have a motion and a second on the floor. Ms. MacEachern stated Chairman Yeatts told her privately she was going to change the date of this meeting and she didn’t. Chairman Yeatts stated she sets the agenda and does everything through the town clerk. If the committee wants to put this on the agenda, it’s her purview to put whatever she wants on the agenda. Ms. Murray stated she didn’t understand why Ms. MacEachern was so offended by her helping with the minutes. Ms. MacEachern said she had nothing against Ms. Murray, but she saw the email exchange between Chairman Yeatts and Ms. Spieler it was it awful. She said instead Chairman Yeatts decided to work with Ms. Murray. Ms. Houle was disappointed that we are discussing this, it’s no way to run a meeting, we need to respect each other and move on. Chairman Yeatts asked for a motion to accept the minutes.

A motion was made by Ms. Houle and seconded by Ms. Yeatts, it was:

VOTED: to accept the minutes of December 13, 2023

P. Houle-aye; J. Lucey-abstain; B. Standish-abstain; M. MacEachern-abstain; A. Knox-abstain; N. Yeatts-aye
Motion failed; minutes will be placed on agenda for next meeting.

Ms. Spieler requested to discuss a few old business items. She stated the CPA project sign examples were never brought to the committee as stated at a previous meeting. Ms. MacEachern stated Roberts Rules of Order states it's not just the chair that can set the agenda, it's the committee and Chairman Yeatts is refusing to take a vote. Chairman Yeatts stated she forgot to take the vote because the committee was discussing the minutes.

A motion was made by M. MacEachern, seconded by A. Knox, it was:

VOTED: to put reorganization on the next agenda

P. Houle-aye; J. Lucey-aye; M. MacEachern-aye; B. Standish-aye; S. Spieler-aye; A. Knox-aye

Ms. Spieler mentioned the draft plan was still on the website, all agendas and related documents were missing for 2022, missing minutes from August 2, 2022, and missing minutes from May 2, 2023, possibly on the tape recorder. Chairman Yeatts will follow up on these items.

A motion was made by Chairman Yeatts, and seconded by B. Standish, it was:

VOTED: to adjourn at 7:46 pm

Unanimous

Documents presented at meeting

Attachments:

Wildlands Trust Fact Sheet

Restrictive Covenant – 1 Elliot Way

Community Preservation Coalition Warrant Article Draft and information