



TOWN OF LAKEVILLE MEETING POSTING

Town Clerk's Time Stamp
received & posted:

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.

& AGENDA

Cancelled/Postponed to: _____ (circle one)

Name of Board or Committee:	Community Preservation Committee
Date & Time of Meeting:	May 16, 2024 5:30pm
Location of Meeting:	Lakeville Library 4 Precinct Street
Clerk/Board Member posting notice:	Michele MacEachern

Clerk/Board Member Cancelling/Postponing: _____

A G E N D A

Please ask if anyone other than LakeCAM is recording the meeting

- 1. Tribute to Martha "Mike" Schroeder**
- 2. Review/possible vote on Non-municipal Project Grant Agreement**
- 3. Review/possible vote on Draft Revisions for Community Preservation Plan**
- 4. Status updates on approved 2023 Fall Town Meeting projects from project Liaisons**
- 5. Review information from Coalition regarding how the Town could use Community Preservation Act funds to maintain Subsidized Housing Units in perpetuity**
- 6. Review/possible vote to approve payment for Community Preservation Act Project Signs invoice**
- 7. Quarterly Community Preservation Committee Budget Report**
- 8. Review and approve meeting minutes for April 18, 2024**
- 9. Next Meeting Date June 20, 2024 6:30pm at Council on Aging**

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.

After a courageous battle with Bulbar ALS, our dear Martha “Mike” Schroeder has passed away. Anyone who had the pleasure of knowing Mike, knows how long she had pushed for Lakeville to pass CPA.

She was part of the initiative in 2006 and in 2016 as well.

In 2006 she wrote a series of 5 Letters to the Citizens of Lakeville which were published in the Middleboro Gazette on behalf of the Lakeville Community Preservation Act Action Committee.

Her letters detailed what CPA could do for Lakeville. Each letter addressed a different topic, titled:

“the role of the town voters and the CPC in the management and control of the funds”;

“the types of projects, especially in Lakeville, that may qualify for use of the funds”;

“what this act will mean to Lakeville taxpayers pocketbooks now and in the future”;

and the last letter responded to questions readers had asked about CPA.

The third time Mike participated in campaigning for CPA in Lakeville was in 2021-2022 when it finally passed. Mike was one of the consistent campaign group members who spent time walking neighborhoods handing out fliers, attending standouts outside various locations around town, and hosting the CPA event at Lakeside Landing.

Shortly after Lakeville finally passed CPA, she moved to Vermont to be closer to her daughter and family. I have included one of my personal emails from her that shows she was still thinking of Lakeville even from her new home in Vermont. The photo is worth sharing, and her sense of humor shines through.

Michele MacEachern

From: mwschroeder379@gmail.com
Sent: Sunday, December 25, 2022 8:17 PM
To: Michele MacEachern
Subject: From faraway in Vermont!

Hi, Michele,

Hope this finds you well and not too stressed over Lakeville politics. I will always value the short span of time I worked with such an incredible group of women to get CPA passed. All is well here, except for all the invasive exotic plants in my neighbor's yard which I must ignore except when they seed into my tiny garden.

! finally finished my much too long Christmas letter Thursday night and found I had attached so many photos that it was too big to send! This one



is the sky I saw from my balcony the night of the eclipse. Its very darkness captures the wonderment I felt that night and so is intended to send my love and wishes for love, light and warmth all winter, some measure of peace and good will in the year to come, and all the best for you! Long letter will hopefully arrive later maybe in installments!

Mike Schroeder

Happy here but missing all of you and hoping for good resolutions for all of Lakeville's growing pains.

My message to Lakeville would be to accept more pockets of dense population in town, indeed plan for it so it happens near transportation and services. Get ahead of the percentages deliberately so the State cannot punish the town in any way. Oops, one should not get political in a holiday message.



Town of Lakeville
COMMUNITY PRESERVATION ACT
NON-MUNICIPAL ENTITY
GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made this _____ day of _____, 2024, by and between the Town of Lakeville, ~~acting by and through its Select Board ("Town") through its Community Preservation Committee (hereinafter "CPC")~~ with an address of 346 Bedford Street, Lakeville, MA 02347 and [recipient] (hereinafter "Recipient") ~~to provide for the expenditure of Community Preservation Act funds appropriated for Recipient's use as described below in accordance with G.L. c.44B and the terms of this Agreement. The purpose of this Grant Agreement is to implement the following grant award:~~

- **Recipient:** _____
- **Recipient Address:** _____
- **Recipient Email:** _____
- **Recipient Phone:** _____
- **Project Name:** _____
- **Project Description:** as part of the description, reference and attach as exhibits all documents that describe the project that are not otherwise referenced herein—

- **Project Location:** _____
- **Project Sponsor(s) (if different from Recipient):** _____
- **Town Meeting Date:** _____
- **Warrant Article #:** _____
- **CPA Grant Amount:** _____

Commented [JE1]: The enforceability of this agreement depends on how well the agreement describes the Project.

Whereas, the Town, acting by and through its Community Preservation Committee ("CPC") invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, Mass. Gen. Laws c. 44B (the "CPA"); and,

Whereas, in response thereto, on [Date] the Recipient a proposal was submitted for funding (the “an Application for Community Preservation Funding – Step 2”) on [Date] consistent with the purposes described above (the “Proposal”), a copy of which is incorporated herein by reference; and,

Whereas, the CPC reviewed the Application for Community Preservation Funding – Step 2, Proposal, and on [Date], voted to recommended to that Town Meeting that Community Preservation Act funds in the amount of \$ be appropriated for the purposes set forth in Proposal in form approved by the CPC (the “Project”), a copy of said vote being incorporated herein by reference; funding be submitted as an Article for approval at the above-mentioned Town Meeting; and,

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Whereas, by its vote under Article , the Lakeville Town Meeting appropriated Community Preservation Act funds in the amount of from the [Historic Preservation/Open Space /Affordable Housing] Reserve Fund or Undesignated monies available in the Community Preservation Act Fund, under the Category of [Historic Preservation/Open Space/Recreation/Affordable Housing] (the “Funds”) for the purpose of carrying out the Project (the “Project”), a copy of said vote being incorporated herein by reference. the above referenced Town Meeting thereafter appropriated the funds recommended by the CPC pursuant to the above referenced Warrant Article authorized the CPC to enter into a grant agreement with the Recipient for the purposes set forth in the Project; and

Now, therefore, the Town and the Recipient (together, the “Parties”) agree as follows:

1. Award:

Subject to the terms of this Agreement, the CPC-Town agrees to provide the Funds award to the Recipient the amount of [spell out in words and numbers] for the above referenced to carry out the Project recommended by the CPC and approved by Town Meeting, as it is more particularly described herein from the [Historic Preservation/Open Space /Affordable Housing] Reserve Fund or Undesignated monies available in the Community Preservation Act Fund, under the Category of [Historic Preservation/Open Space/Recreation/Affordable Housing].

2. Grant Application:

The Application for Community Preservation Funding – Step 2 submitted to the CPC, as may be amended by conditions of the CPC upon award, is incorporated into this Grant Agreement by reference.

Commented [MM2]: See page 2 end of paragraph 4

3. Term:

~~The term of this Grant shall be no longer than two (2) years from the date of Town Meeting approval unless otherwise agreed upon by the Parties by a subsequent written amendment to this Agreement. All of the work described in this Grant Agreement~~The Project must be completed no later than two (2) years) from the execution of this Agreement (the "Completion Date"), unless the CPC Town grants an extension in writing for good cause shown. Funds not utilized for the Project purposes ~~approved~~ cannot be assigned to project costs outside beyond the scope of this Grant the Project and must be returned to the Community Preservation Fund ~~Reserve~~.

Commented [MM3]: See #3 – term taken from CPP

Commented [JE4]: I deleted proposed language setting a term of agreement because you don't want to limit enforceability of its terms beyond the time set for completion of the project.

3.4. Budget; Other Sources of Funding:

~~The Recipient must submit an updated complete project budget that accounts for:~~
(1) the Expenditure of all funds awarded under this Grant Agreement; and
(2) all other sources of funding, if necessary, to complete the project as described herein.
~~Recipient shall not expend any grant funds or be reimbursed for any invoices submitted to the CPC for project work unless sufficient sources of funding have been secured to complete the Work and the funding sources confirmations and the Project Budget have been approved by the CPC.~~

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.

5.4 Disbursement ; Inspection. Disbursements of the Funds shall be made upon the presentment 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 presentment 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~~ Project Status Report. 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~~ make a disbursement unless the ~~Planning Department~~ CPC 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

Commented [MM5]: Inserted #4, #5 & #6 from Counsel version here with renumbering (now 5,6 & 7) and editing to match language from CPP and replace Panning Dept w CPC because of current lack of Town Planner

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 ~~Project w~~Work is less than the Funds, the Town shall have no obligation to disburse Funds in excess of said total cost.

56. 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.

67. Project Liaison. The Planning Department, ~~or such other municipal official, department or board as the Town shall designate,~~ 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-Recipient~~ 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.

78. Reports: Project Status Report Request for Funds (CPP Appendix)

The Recipient shall provide the CPC with a quarterly written Project Status Report update on the progress toward completion of the Work. A Final Project Status Report, including digital photo documentation of the Project where appropriate, is due within 30 days after the Completion Date. The Final Report shall be to the satisfaction of the CPC, which approval shall not be unreasonably withheld. All documents, including but not limited to photographs, videos, etc. submitted to the ~~CPC-Town~~ shall become the property of the Town of Lakeville and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.

Project Status Reports shall be submitted to:

- Email: cpc@lakevillema.org
- OR
- Mail: Town of Lakeville
Attn: CPC
346 Bedford Street
Lakeville, MA 02347

89. Deed Restrictions:

Pursuant to Massachusetts General Laws Chapter 44B, § 12 every project that involves the

acquisition of any interest in real property with CPA funds, in whole or in part, shall be bound by a restriction, recorded as a separate instrument, that meets the requirements of M.G.L. c. 184 § 31-33, limiting the use of the interest to the purpose for which it was acquired. Where applicable, Recipient agrees to the imposition of such deed restriction in a form acceptable to the ~~CPC~~Town.

- Open Space and Outdoor Recreation Projects: Conservation Restriction - Approved by the MA Executive Office of Energy and Environmental Affairs (EEA)
- Community Housing Projects: Affordable Housing Restriction - Approved by the MA ~~Dept. of Housing and Community Development (DHCD)~~ Executive Office of Housing and Livable Communities (EOHLC)
- Open Space Agricultural Projects: Agricultural Conservation Restriction - Approved by the MA Dept. of Agricultural Resources (DAR)
- Historic Projects: Historic Preservation Restriction - Approved by the Massachusetts Historical Commission (MHC)

All costs and fees incurred for the application, execution, and recording of such deed restriction shall be borne by the Recipient.

Final Completion for the purposes of this Agreement and the exhibits attached hereto shall include the execution and recording of any deed restriction imposed pursuant to this Agreement, with submission of the Restriction Book #, Page #, and Recorded Date to the CPC to complete the Commonwealth of Massachusetts CP-3 Report. This Section ~~6~~ shall survive termination of this Agreement.

910. Compliance with Laws and Agreement:

Recipient understands and agrees that projects funded through this Grant ~~are made pursuant to and~~ must comply with the requirements of the Community Preservation Act, M.G.L. c. 44B. ~~Recipient also agrees to comply with all requirements of this Grant Agreement. Recipient must follow all the Town of Lakeville's procurement procedures. The Recipient shall further comply with all applicable Federal, State, and local laws, rules, regulations pertaining to the Project, or which in any manner concern compliance with the terms of this Agreement, including but not limited to, State and local procurement requirements, and the Americans with Disabilities Act and Massachusetts Architectural Access Board regulations, such provisions being incorporated herein by reference.~~ Failure to meet the terms and requirement set forth in the CPC Grant Agreement may affect the Recipient's eligibility for future projects.

101. Permits and Licenses:

It is the obligation of Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of this Grant.

112. Release of Liability; Indemnification:

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 on which it takes place. The Recipient hereby waives, releases, and discharges the Town, any of its board or commission members, ~~or~~ and any elected official or appointed official or employee of the Town, or their successors in office, from any and all liability, including, but not limited to, liability arising from the negligence or fault of the Recipient and its directors, officers, employees, volunteers, representatives, or agents, for any personal or property injury arising from this Agreement and the implementation of the Project. Recipient 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 on which it takes place, including, without limitation, Claims arising out of work performed and actions taken in pursuance of the Project, the negligence or misconduct of the Recipient or the Recipient'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. ~~agrees to indemnify and defend the Town from all claims, suits or demands, and costs and expenses, including attorney's fees resulting from implementation of the Project.~~ This Section-9 shall survive termination of this Agreement.

123. Community Preservation Act Awareness:

Recipient shall display a temporary CPC-provided banner to identify that the Project is funded through the Town of Lakeville's Community Preservation Act program. Upon completion of the Project, Recipient agrees to post, in an appropriate location mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Town of Lakeville's Community Preservation Act program. The grant recipient is responsible to pay for said required signage. Recipient shall also identify that the Project was funded through the Town of Lakeville's Community Preservation Act in its written and online materials about the Project, including but not limited to press releases, brochures, websites and online databases.

134. Assignment:

This ~~Grant~~ Agreement may not be assigned by Recipient without prior written agreement by the Town of Lakeville, which shall only be given following:

- (a) submission of required information regarding the entity to which the Recipient proposes the Agreement be assigned on a form provided by the Town, and
- (b) a ~~further majority~~ vote of the ~~Community Preservation Committee~~ Select Board consenting to the Assignment.

Requirements for information that must be provided shall be provided by the Town.

Subsequent to the Recipient meeting the aforementioned conditions for assignment, the Assignment shall not be deemed complete and in effect, and ~~Grant the F~~unds shall not be disbursed, unless and until the Town has received documentation of the Assignment from the Recipient and a new ~~G~~grant ~~A~~greement has been executed by and between the Town, ~~the CPC~~ and the Recipient.

145. Default and Termination:

~~In the event the Recipient 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 Recipient specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Recipient. Upon receipt of said termination notice, the Recipient 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 where it is expressly provided 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 the Recipient'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. a) If the CPC determines that the Recipient has failed to fulfill all obligations set forth under the terms of this Grant Agreement and so defaulted in said obligations, the CPC shall so notify the recipient in writing, setting forth the nature and details of the default. b) Upon the Recipient's receipt of said notice of default, the Recipient shall immediately cease to incur any additional expenses in connection with this Grant Agreement. c) The CPC shall hold a meeting within sixty (60) days of the date of the Recipient's receipt of the notice of default for the purpose of determining whether this Grant Agreement should be terminated. The Recipient shall have the opportunity to present evidence and argument at said termination hearing prior to the CPC voting whether to terminate the Grant Agreement. d) Following the meeting, the CPC shall issue a written decision setting forth its findings that form the basis of its decision. The CPC may:~~

- ~~1. vote to continue the Grant Agreement without any further condition; or~~
- ~~2. vote to continue the Grant Agreement with additional conditions; or~~
- ~~3. vote to terminate the Grant Agreement~~

Commented [JE6]: In my opinion the authority to enforce the terms of this agreement lies solely with the Select Board.

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156. Return of Funds:

~~In the event the Recipient fails to fulfill all obligations under the terms of this Agreement and the Town terminates this Agreement in accordance with its terms, the Recipient shall forthwith return to the Town all Funds disbursed to the Recipient and not yet expended. If the Recipient 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 Recipient shall repay the Town the entire amount of the Funds provided under this 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 Recipient 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. This Section shall survive termination of this Agreement.

~~a) Upon completion of the Project, the funds remaining in the CPC project balance shall be returned forthwith to the CPC Funds by an Article at Town Meeting without further expenditure thereof.~~

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~~b) In the event this Grant Agreement is terminated pursuant to the provisions of Section 12 hereof, any funds granted to the recipient under this Grant Agreement and not yet expended shall be returned forthwith to the Community Preservation Committee without further expenditure thereof.~~

~~e) If this Grant Agreement is terminated as a result of negligent or intentional acts or omissions of the Recipient, the Recipient shall be liable to repay to the Town the entire amount of funding provided under this Agreement, and the Town shall take such steps as are necessary, including legal action, to recover said funds.~~

~~d) In the event the Town is required to take legal action under this Grant Agreement, the Recipient shall be liable for all of the Town's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.~~

167. Notice:

Any and all notices, or other communications required or permitted under this agreement, shall be in writing and delivered in hand or mailed by certified mail, return receipt requested or by other reputable delivery service to the parties hereto at the following addresses:

If to the Recipient:

[Name]

[Address]

[Address]

If to the ~~CPC~~Town:

Town of Lakeville

Attn: CPC

346 Bedford Street

Lakeville, MA 02347

178. Severability:

If any term or condition of this ~~Grant~~ 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 ~~Grant~~ Agreement shall not be deemed affected thereby.

189. Governing Law:

This Agreement and any performance herein shall be governed by and be construed in

accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

1920. Entire Agreement:

This Agreement constitutes the entire agreement between the Parties hereto, and may be amended only in writing executed by both the Town of Lakeville and the Recipient.

Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of Recipient.

Executed as of the date set forth above:

Recipient Signature

Project Sponsor Signature (if different from Recipient)

Community Preservation Committee, Chairperson

Town Administrator



Town of Lakeville
COMMUNITY PRESERVATION ACT
NON-MUNICIPAL ENTITY
GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made this _____ day of _____, 2024, by and between the Town of Lakeville, acting by and through its Select Board (“Town”) with an address of 346 Bedford Street, Lakeville, MA 02347 and [recipient] (hereinafter “Recipient”) to provide for the expenditure of Community Preservation Act funds appropriated for Recipient’s use as described below in accordance with G.L. c.44B and the terms of this Agreement:

- **Recipient:** _____
- **Recipient Address:** _____
- **Recipient Email:** _____
- **Recipient Phone:** _____
- **Project Name:** _____
- **Project Description:** _____ [as part of the description, reference and attach as exhibits all documents that describe the project that are not otherwise referenced herein]

- **Project Location:** _____
- **Project Sponsor(s) (if different from Recipient):** _____
- **Town Meeting Date:** _____
- **Warrant Article #:** _____
- **CPA Grant Amount:** _____

Whereas, the Town, acting by and through its Community Preservation Committee (“CPC”) invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, Mass. Gen. Laws c. 44B (the “CPA”); and,

Whereas, in response thereto, on [Date] the Recipient submitted an Application for Community Preservation Funding – Step 2 consistent with the purposes described above (the “Proposal”), a copy of which is incorporated herein by reference; and,

Whereas, the CPC reviewed the Proposal, and on [Date], voted to recommend to Town Meeting that Community Preservation Act funds in the amount of \$_____ be appropriated for the purposes set forth in Proposal in form approved by the CPC (the “Project”), a copy of said vote being incorporated herein by reference;

Whereas, by its vote under Article ___, the _____ Lakeville Town Meeting appropriated Community Preservation Act funds in the amount of _____ from the [Historic Preservation/Open Space /Affordable Housing] Reserve Fund or Undesignated monies available in the Community Preservation Act Fund, under the Category of [Historic Preservation/Open Space/Recreation/Affordable Housing] (the “Funds”) for the purpose of carrying out the Project, a copy of said vote being incorporated herein by reference.

Now, therefore, the Town and the Recipient (together, the “Parties”) agree as follows:

1. Award:

Subject to the terms of this Agreement, the Town agrees to provide the Funds to the Recipient to carry out the Project recommended by the CPC and approved by Town Meeting, as it is more particularly described herein.

2. Term:

The Project must be completed no later than two (2) years from the execution of this Agreement (the “Completion Date”), unless the Town grants an extension in writing for good cause shown. Funds not utilized for the Project purposes cannot be assigned to costs outside the scope of the Project and must be returned to the Community Preservation Fund.

3. Budget; 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.

4 Disbursement ; Inspection. Disbursements of the Funds shall be made upon the presentment 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 presentment 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 Project Status Report. 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 make a disbursement unless the CPC 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 Project work is less than the Funds, the Town shall have no obligation to disburse Funds in excess of said total cost.

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. 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.

6. Project Liaison. The Planning Department, or such other municipal official, department or board as the Town shall designate, 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 Recipient 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. Reports: Project Status Report Request for Funds (CPP Appendix)

The Recipient shall provide the CPC with a quarterly written Project Status Report update on the progress toward completion of the Work. A Final Project Status Report, including digital photo documentation of the Project where appropriate, is due within 30 days after the Completion Date. The Final Report shall be to the satisfaction of the CPC, which approval shall not be unreasonably withheld. All documents, including but not limited to photographs, videos, etc. submitted to the Town shall become the property of the Town of Lakeville and shall be available for use by the Town and available to the public under the Massachusetts Public Records Law.

Project Status Reports shall be submitted to:

- Email: cpc@lakevillema.org
OR
- Mail: Town of Lakeville
Attn: CPC

346 Bedford Street
Lakeville, MA 02347

8. Deed Restrictions:

Pursuant to Massachusetts General Laws Chapter 44B, § 12 every project that involves the acquisition of any interest in real property with CPA funds, in whole or in part, shall be bound by a restriction, recorded as a separate instrument, that meets the requirements of M.G.L. c. 184 § 31-33, limiting the use of the interest to the purpose for which it was acquired. Where applicable, Recipient agrees to the imposition of such deed restriction in a form acceptable to the Town.

- Open Space and Outdoor Recreation Projects: Conservation Restriction - Approved by the MA Executive Office of Energy and Environmental Affairs (EEA)
- Community Housing Projects: Affordable Housing Restriction - Approved by the MA Executive Office of Housing and Livable Communities (EOHLC)
- Open Space Agricultural Projects: Agricultural Conservation Restriction - Approved by the MA Dept. of Agricultural Resources (DAR)
- Historic Projects: Historic Preservation Restriction - Approved by the Massachusetts Historical Commission (MHC)

All costs and fees incurred for the application, execution, and recording of such deed restriction shall be borne by the Recipient.

Final Completion for the purposes of this Agreement and the exhibits attached hereto shall include the execution and recording of any deed restriction imposed pursuant to this Agreement, with submission of the Restriction Book #, Page #, and Recorded Date to the CPC to complete the Commonwealth of Massachusetts CP-3 Report. This Section shall survive termination of this Agreement.

9. Compliance with Laws and Agreement:

Recipient understands and agrees that projects funded through this Grant must comply with the requirements of the Community Preservation Act, M.G.L. c. 44B. The Recipient shall further comply with all applicable Federal, State, and local laws, rules, regulations pertaining to the Project, or which in any manner concern compliance with the terms of this Agreement, including but not limited to, State and local procurement requirements, the Americans with Disabilities Act and Massachusetts Architectural Access Board regulations, such provisions being incorporated herein by reference. Failure to meet the terms and requirement set forth in the CPC Grant Agreement may affect the Recipient's eligibility for future projects.

10. Permits and Licenses:

It is the obligation of Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of this Grant.

11. Release of Liability; Indemnification

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 on which it takes place. The Recipient hereby waives, releases, and discharges the Town, any of its board or commission members, and any elected official or appointed official or employee of the Town, or their successors in office, from any and all liability, including, but not limited to, liability arising from the negligence or fault of the Recipient and its directors, officers, employees, volunteers, representatives, or agents, for any personal or property injury arising from this Agreement and the implementation of the Project. Recipient 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 on which it takes place, including, without limitation, Claims arising out of work performed and actions taken in pursuance of the Project, the negligence or misconduct of the Recipient or the Recipient'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. This Section shall survive termination of this Agreement.

12. Community Preservation Act Awareness:

Recipient shall display a temporary CPC-provided banner to identify that the Project is funded through the Town of Lakeville's Community Preservation Act program. Upon completion of the Project, Recipient agrees to post, in an appropriate location mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Town of Lakeville's Community Preservation Act program. The grant recipient is responsible to pay for said required signage. Recipient shall also identify that the Project was funded through the Town of Lakeville's Community Preservation Act in its written and online materials about the Project, including but not limited to press releases, brochures, websites and online databases.

13. Assignment:

This Agreement may not be assigned by Recipient without prior written agreement by the Town of Lakeville, which shall only be given following:

- (a) submission of required information regarding the entity to which the Recipient proposes the Agreement be assigned on a form provided by the Town, and
- (b) a vote of the Select Board consenting to the Assignment.

Requirements for information that must be provided shall be provided by the Town.

Subsequent to the Recipient meeting the aforementioned conditions for assignment, the Assignment shall not be deemed complete and in effect, and the Funds shall not be disbursed, unless and until the Town has received documentation of the Assignment from the

Recipient and a new grant agreement has been executed by and between the Town and the Recipient.

14. Default and Termination:

In the event the Recipient 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 Recipient specifying such failure, the Town shall have the right, in its sole discretion, to terminate this Agreement upon written notice to the Recipient. Upon receipt of said termination notice, the Recipient 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 where it is expressly provided that provisions of this Agreement shall survive termination. Notwithstanding the foregoing, failure or delay in performance due to Acts of God or other causes factually beyond the Recipient'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.

15. Return of Funds:

In the event the Recipient fails to fulfill all obligations under the terms of this Agreement and the Town terminates this Agreement in accordance with its terms, the Recipient shall forthwith return to the Town all Funds disbursed to the Recipient and not yet expended. If the Recipient 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 Recipient shall repay the Town the entire amount of the Funds provided under this 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 Recipient 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. This Section shall survive termination of this Agreement.

16. Notice:

Any and all notices, or other communications required or permitted under this agreement, shall be in writing and delivered in hand or mailed by certified mail, return receipt requested or by other reputable delivery service to the parties hereto at the following addresses:

If to the Recipient:

[Name]
[Address]
[Address]

If to the Town:

Town of Lakeville

Attn: CPC
346 Bedford Street
Lakeville, MA 02347

17. 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.

18. Governing Law:

This Agreement and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

19. Entire Agreement:

This Agreement constitutes the entire agreement between the Parties hereto, and may be amended only in writing executed by both the Town of Lakeville and the Recipient.

Signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of Recipient.

Executed as of the date set forth above:

Recipient Signature

Project Sponsor Signature (if different from Recipient)

Community Preservation Committee, Chairperson

Town Administrator

TOWN OF LAKEVILLE

COMMUNITY PRESERVATION COMMITTEE



COMMUNITY PRESERVATION PLAN

2024-2025

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Mission Statement

The mission of the Lakeville Community Preservation Committee (CPC) is to maintain the rural character of Lakeville as a beautiful, residential community, rich in natural resources.

As per the Community Preservation Act, it is our mandate to create and maintain a Community Preservation Plan that will protect, expand or enhance open space, historic resources, affordable housing and outdoor recreation.

By utilizing community goals set forth in our Master Plan, Open Space and Recreation Plan and through a series of public meeting inviting community input, the CPC will recommend to Town Meeting projects that it feels are consistent with the Town's long term planning goals and provide the maximum benefit for the citizens of Lakeville.

Introduction

The Town of Lakeville Community Preservation Committee is pleased to present the Lakeville Community Preservation Plan (The Plan). The Plan presents a description of the Community Preservation Act as it applies to Lakeville, includes procedures by which the CPA is administered, identifies CPA funding goals, outlines the process for eligible projects, and funding projects.

The Lakeville Community Preservation Committee (CPC) is appointed as mandated in the Community Preservation Town bylaw and charged with overseeing the town's CPA funds, making annual allocations and spending recommendations at Town Meeting.

This plan will serve as a guidance document for Applicants seeking project funding through the CPA. The Plan is to be reviewed annually and may be modified in response to changing goals within the CPA over time.

For information on Lakeville's Community Preservation Act, please visit the town's website at www.lakevillema.org/communitypreservationcommitttee.

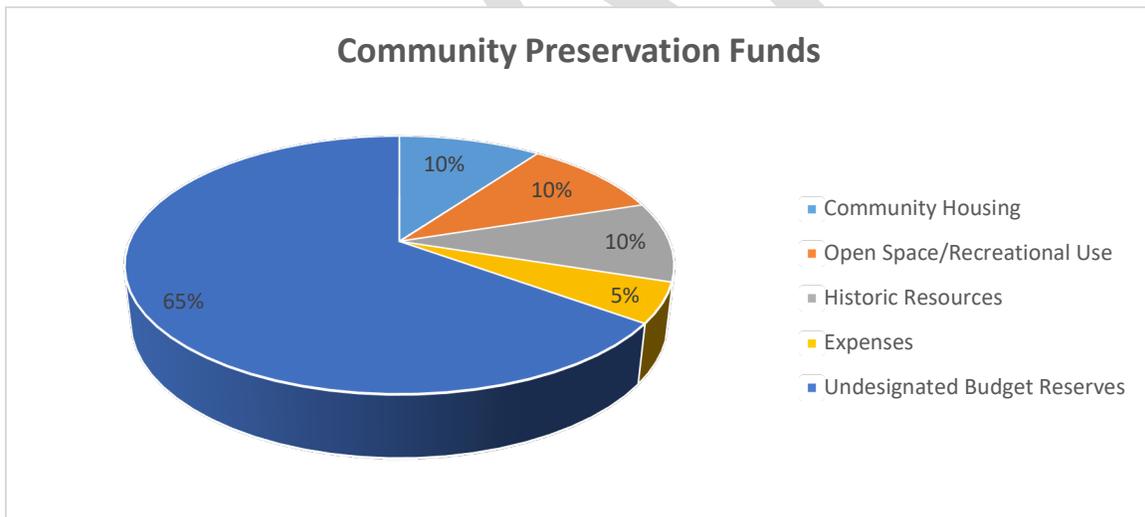
Questions or comments regarding Lakeville's Community Preservation Act may be directed to the Committee at CPC@lakevillema.org.

For additional information on the Community Preservation Act and how it is being applied in municipalities across the Commonwealth, please visit the Community Preservation Coalition website at www.communitypreservation.org

COMMUNITY PRESERVATION ACT IN LAKEVILLE

The Community Preservation Act (CPA) is a smart growth tool that helps communities preserve open space and historic sites, create affordable housing, and develop outdoor recreational facilities. On April 4, 2022, Lakeville became the 188th community to pass CPA. Until this point, there was no steady funding source for preserving and improving a community's character and quality of life. The CPA is a 1% surcharge on your real estate tax minus \$100,000 exemption which goes into a special fund and receives a state match annually. The match comes from a fee that is charged state-wide at the registry of deeds and is distributed among the communities that have adopted CPA. The state match varies from year to year depending on the number of communities that have CPA and the revenue received from the registry of deeds in fees. In the past few years, state legislation has allocated state budget surplus funds into the CPA Trust fund to increase the amount of money going to CPA communities. The match can vary from year to year. For the average assessed home in Lakeville, the total surcharge is around \$40 per year. Low-income households and seniors can file for an exemption with the assessor's office. See Appendix for chart of yearly exemptions.

Proceeds from the Community Preservation Act are collected and deposited into special municipal accounts identified for Community Housing, Historic Resources, Open Space & Recreation Use, Expenses, and Budget Reserves.



CPA funds may be used to acquire, create and preserve Open Space; acquire, rehabilitate and preserve historic resources; acquire, create, preserve and support Community Housing; acquire, create rehabilitate and preserve land for Recreational use and rehabilitate Open Space and Community Housing that is acquired or created with CPA funds. See Appendix for CPA Fund Revenue.

COMMUNITY PRESERVATION COMMITTEE: FORMATION AND RESPONSIBILITIES

The Community Preservation Committee bylaw was adopted at Town Meeting on June 13, 2005. CPA was passed at the Spring Town Elections on April 4, 2022 and the CPC was appointed in July 2022 with the committee formally meeting in August 2022. The Committee consists of nine members, including 4 at-large members and five members representing the Conservation Commission, Historic Commission, Planning Board, Parks Commission, Open Space Committee.

The first responsibility for this Committee is to study the needs, possibilities and resources of the community with regards to community preservation. In performing this research function, the CPC must meet and consult with other municipal boards and committees to get their input, and must hold at least one public hearing annually to get input from the general public. Following its research, the CPC is responsible for developing a local CPA plan to guide its decision-making on CPA project proposals.

The second responsibility of the CPC is to accept project proposals from the community and town boards by way of an application, conduct a review, and make recommendations to the community. Once the CPC has voted on any projects to recommend, along with the specific dollar amounts and CPA funding sources it recommends to complete them, it will be presented to the Town Meeting for the residents to vote.

CPA Funding Requirements

Each fiscal year Lakeville must spend or set aside for later spending a minimum of 10% of its annual CPA funds for each of the three categories: Open Space/Recreation, Community/Affordable Housing, Historic Preservation. Up to 5% can be used toward administrative expenses of the CPA. The remaining 65% may be appropriated for CPA projects in any category or transferred to an undesignated Budget Reserve account for the balance of the fiscal year. Any funds that remain unappropriated at the end of the fiscal year are deposited in the CPA Undesignated Funds Balance for use in future years. Additional funds can be obtained by bonding against future CPA revenue stream in order to fund large projects for which adequate CPA funds are not currently available. Another method of obtaining additional funds is leveraging from state and federal grant programs, other local funds, non-profit organizations, and/or private entities funds, which are kept separate from the town budget and cannot be used for any other purpose by the town.

A recommendation by the Committee and an appropriation by Town Meeting are both required to spend any CPA Funds for community preservation purposes. Appropriations from the CPA Fund, except in the cases of bonding are made by a simple majority vote. Borrowing money for CPA purposes require a two-thirds majority vote at Town Meeting.

Town Meeting may approve, reduce, or reject any amount of spending appropriation recommended by the Committee. At the Committee's recommendation, Town Meeting may also decide to set aside all

or part of the annual CPA Fund revenues for later spending by allocating revenues to a reserve for one or more community preservation targeted categories.

Town Meeting may not, however, increase any recommended appropriation or reservation. Town Meeting may not appropriate or reserve any CPA fund monies on its own initiative, without a prior favorable recommendation by the Committee.

All residents are welcome to attend the Committee meetings. The times and locations are posted on the Town website, www.lakevillema.org under Town Calendar.

Supplanting Other Costs (Not Allowed)

CPA funds are intended to augment municipal funds, not replace existing funding. To this end, CPA funds may not be appropriated to pay for project costs that have already been appropriated from another source. Any CPA eligible costs for a project that are identified in a municipality's capital improvement program are eligible for funding under the Act, if the municipality has not made a prior funding commitment to pay for such costs.

Leveraging CPA Funds

CPA funds may be used as a municipality's matching monies for state and federal grant programs that required a local match such as the Massachusetts Housing Partnerships Soft Second Program, state Department of Housing and Community Development (DHCD) Self-Help program, Massachusetts Preservation Program Fund (MPPF), and the Executive Office of Environmental Affairs (EOEA), Massachusetts Forest Legacy program, Self-Help and Urban Self-Help programs. CPA funds can also be used as matching or starting monies to acquire grants from private organizations or individuals such as the Nature Conservancy or the Wildlands Trust of Southeastern Massachusetts, among others.

Bonding

The authorization to bond CPA funds is in Section 11 of the Community Preservation Act (MGL c.44B) which states that CPA communities may issue general obligation bonds in anticipation of revenues to be raised through the local CPA surcharge. Note that in calculating how much of a bond can be issued under CPA, a community can only bond against the local surcharge portion of the revenue, not the trust fund matching portion. Bonded projects must pass at Town Meeting by 2/3 vote. This can be a powerful tool to successfully achieve projects that come with a larger price tag.

Gifts to Community Preservation Fund

The Town of Lakeville can accept monetary gifts to the Community Preservation Fund. Gifts can be designated for specific purposes consistent with the four statutory categories: open space, community housing, historic preservation, and recreation. Gifts may be made in a variety of forms, including cash

or securities. Gifts to the Town of Lakeville are tax-deductible to the full extent allowed under the Internal Revenue Code. For more information, please contact the Committee Chair at cpc@lakevillema.org.

USE OF COMMUNITY PRESERVATION ACT FUNDS

Community Preservation Act funds must be used for public community preservation purposes that benefit the public. The following guidelines summarize these public purposes.

Community preservation is defined by the Act as, “the acquisition, creation and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation and preservation of land for recreational use; for the acquisition, creation, preservation and support of community housing that is acquired or created.”

Preservation is defined as, “the protection of personal or real property from injury, harm or destruction, but not including maintenance”.

CPA Fund monies may be spent to undertake the following primary community preservation purposes:

- ***The acquisition, creation, and preservation of open space.*** Open space, as defined by the CPA, “shall include, but not be limited to, land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh water marshes and other wetlands, river, stream, lake and pond frontage, lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use.”
- ***The acquisition, creation, preservation, and support of community housing.*** The CPA defines community housing as, “low-and moderate-income housing for individuals and families, including low-or moderate-income senior housing.” The term “support” includes expenditures such as development of a Housing Needs Assessment for the town, or creating a rental assistance program for income-eligible residents, recommend, wherever possible, the reuse of existing buildings or the construction of new buildings on previously developed sites.
- ***The acquisition, preservation, rehabilitation, and restoration of historic resources.*** The CPA recognizes historic resources as, including “a building, structure, vessel, or real property that is listed or eligible for listing on the State register of historic places or has been determined by the local historic preservation commission to be significant in the history, archeology, architecture, or culture of a city or town.” For CPA purposes, the local historic preservation commission is the Town of Lakeville Historical Commission.
- ***The acquisition, creation, and preservation of land for recreational use.*** The CPA defines recreational use as, “active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field. ‘Recreational use’ shall not include horse or dog racing or the use of land for a stadium, gymnasium, or similar structure nor the creation of artificial turf fields.”

Community Preservation Act funds may also be used for the following purposes:

- The “rehabilitation or restoration of open space and community housing that is acquired or created” using CPA monies.
- Revenues set aside for later spending.
- Annual administrative and operating expenses of the Committee, not to exceed 5% of the Fund’s estimated annual revenues.
- Annual principal and interest payments, preparation, issuance, and marketing costs for bonds or notes for borrowings for community preservation purposes.
- Damages payable to property owners for real estate interests taken by the Town by eminent domain for community preservation purposes.
- Local share for state and federal grants for allowable community preservation purposes.
- Property acquisition-related expenses including appraisal costs, expenses for title searches, and closing fees.

Community Preservation Act funds **MAY NOT** be spent for the following purposes:

- As a replacement or substitute for operating funds. The CPA is a supplementary funding source intended to increase available resources for community preservation acquisitions and initiatives.
- Payment for routine maintenance, defined as, the upkeep of any real or personal property.
- Gymnasiums, stadiums, or any similar structure, artificial turf.
- Projects without a public purpose or public benefit.

The chart provided on the next page, offered by the Community Preservation Coalition, is intended to guide both the CPC and potential applicants on allowable use of CPA funds to determine project eligibility.

Lakeville Community Preservation Program – Allowable Spending Purposes

Project Eligibility & Terms ¹	Open Space	Recreation	Community Housing	Historic Preservation
	<p><i>Land to protect:</i></p> <ul style="list-style-type: none"> existing and future well fields aquifers and recharge areas watershed land agricultural land grasslands fields forest land marshes and other wetlands river, stream, lake and pond frontage lands to protect scenic vistas land for wildlife or nature preserve land for recreational use 	<p><i>Land for active or passive recreational use including but not limited to:</i></p> <ul style="list-style-type: none"> community gardens trails noncommercial youth and adult sports use as a park, play-ground, or athletic field. <p><i>Shall not include horse or dog racing, artificial turf, or the use of land for a stadium, gymnasium, or similar structure.</i></p>	<p><i>Housing for low- and moderate-income individuals and families, including low- or moderate-income seniors age 60+:</i></p> <ul style="list-style-type: none"> Moderate Income is less than 100% of US HUD Area Wide Median (AMI). Low Income is less than 80% of AMI. 	<p>Buildings, structures, vessels, real property, documents, or artifacts</p> <p>State Register of Historic Places or determined by the Historic Commission to be significant in the history, archeology, architecture, or culture of Water-town.</p>
<p>ACQUIRE <i>Obtain by gift, purchase, devise, grant, rental, purchase, lease or otherwise.²</i></p>	YES	YES	YES	YES
<p>CREATE <i>To bring into being or cause to exist.³</i></p>	YES	YES	YES	NO
<p>PRESERVE <i>Protection of personal or real property from injury, harm, or destruction.</i></p>	YES	YES	YES	YES
<p>REHABILITATE/ RESTORE <i>Capital improvements, or the making of extraordinary repairs for the purpose of making [a resource] functional for its intended use including but not limited to improvements to comply with ADA, MAAB⁴, and other federal, state, local regulations, or access codes or federal standards for historic properties.</i></p>	YES If acquired or created using CPA funds	YES	YES If acquired or created using CPA funds	YES
<p>SUPPORT <i>Provide grants, loans, rental assistance, security deposits, interest-rate write downs or other forms of assistance directly to individuals and families who are eligible for community housing, or to an entity that owns, operates, or manages such housing for the purpose of making housing affordable.</i></p>	NO	NO	YES	NO

¹ This chart is adapted from versions created by the Department of Revenue and the Community Preservation Coalition: community.preservation.org/allowable-uses

² Specifications for eminent domain can be found in MGL c.44B §.5(e)

³ Seideman vs. City of Newton, 452 Mass. 472 (2008)

⁴ ADA - Americans with Disabilities Act; MAAB - Massachusetts Architectural Access Board

While the Lakeville Community Preservation Plan establishes goals for the types of projects that may receive CPA funding, the CPA legislation defines the types of projects that are eligible to receive funding. Projects seeking CPA funding that do not fit within one or more of the allowable uses cannot be considered by the Committee.

For examples of projects that have been funded in other communities, see the Community Preservation Coalition's webpage (www.communitypreservation.org). See Appendix for projects funded by Lakeville Community Preservation.

COMMUNITY HOUSING

Lakeville does not have a Housing Authority, and housing lotteries are administered through the Middleborough Housing Authority.

According to the Massachusetts Subsidized Housing Inventory listing, as of June 29, 2023, Lakeville has a total housing stock of 4,382 year-round housing units, 433 development units, and 250 units of Subsidized Housing Inventory (SHI), with a percentage of 5.71%.

The Commonwealth of Massachusetts Chapter 40B statute allows eligible affordable housing developments to receive a comprehensive permit, even when projects require waivers of local zoning. In cities and towns that achieve 10% of the state standard for affordable production goals, Zoning Boards of Appeals may reject 40B proposals giving those communities greater discretion over 40B development. Municipalities that have not achieved minimum affordable housing production thresholds have a more limited ability to reject 40B proposals.

The CPA statute defines community housing as housing for low and moderate income individuals and families, including senior housing. Low-income housing is for households whose annual income is less than 80% of the area-wide median income. Moderate income housing is for households whose annual income is less than 100% of the area-wide median income. The area-wide median income is determined annually by the U.S. Department of Housing & Urban Development (HUD).

Lakeville's estimated Area-Wide Median income for a family of four is \$156,204, a moderate income limit for property owned & occupied by a senior 65 or older of \$71,029. (Source: US Census)

CPA funds can be used for housing units serving households of 80%-100% of the area median income even though they will not count towards Lakeville's 10% (SHI-Subsidized Housing Inventory). As of June 29, 2023, present 250, or 5.71% of Lakeville's Housing Units are classified as affordable or "subsidized housing" by the State's Executive Office of Housing and Livable Communities (EOHLC) for purposes of Community Preservation Program and Plan. Updated data can be found on mass.gov

A minimum of 10% of the annual CPA revenues must be spent or reserved for the acquisition, creation, preservation, rehabilitation, and support of community housing.

CPA funding for COMMUNITY HOUSING may be utilized to assist in:

- The acquisition, creation, preservation, and support of community housing. The CPA defines community housing as, “low and moderate income housing for individuals and families, including low or moderate income senior housing.” The term support includes expenditures such as development of a Housing Needs Assessment for the town, hiring a Housing Coordinator, or creating a rental assistance program for income eligible residents.

Community Housing Goals

- Meet or exceed at least one of the State standards for SHI so that Lakeville is no longer vulnerable to Chapter 40B housing developments, i.e. projects that contribute to the town’s 10% affordability.
- Ensure that new affordable housing is harmonious with the existing community by making sure that proposed projects are in line with the Lakeville Open Space and Recreation Plan, and with existing Zoning Bylaws.
- Strive to keep the current SHI units in perpetuity rather than see those units expire.
- Promote use of existing buildings or construction on previously developed or town-owned sites.

HISTORIC RESOURCES

The area known as Lakeville contains evidence of the oldest Native American settlement in Massachusetts. The Massachusetts Historical Commission considers the Assawompset Pond Complex the most significant archaeological site in Southeastern Massachusetts, providing evidence of approximately 10,000 years of continuous habitation by native populations. After the conclusion of King Philip War, a conflict between the English settlers of this area and the Wampanoag Federation in the mid-1670s, Wampanoag occupation, of what is now Lakeville, continued for an unusually long period of time, especially in the area of Betty’s Neck.

In the early 1700s settlers moved to what was then considered western Middleborough, originally to the areas of present day Main Street and Pierce Avenue, sustained by extensive forests for fuel and lumber and fertile soil for agriculture.

Breaking away from Middleborough, Lakeville was incorporated as a town in 1853. Lakeville is a town with a rich history of industry and agriculture.

Lakeville has both a Historical Commission, which is a branch of Town Government, and a Historical Society, which is a private non-profit organization dedicated to preserving the town’s history and maintaining the Lakeville Historical Museum.

The Historical Museum is home to Native American artifacts and other items significant to Lakeville’s vital history and of interest to residents.

The Historical Commission is responsible for oversight of Lakeville's historical assets. The Commission maintains the Veterans Honor Roll and the Veterans Brick Walkway. It plans the town's Memorial and Veterans Day observances as well as the town's anniversary celebrations.

Historic Resources are defined by the CPA as a building, structure, vessel, real property, document or artifact that is listed on the State Register of Historic Places or has been determined by the local historic preservation commission to be significant in the history, archaeology, architecture, or culture of a city or town.

Historic resources must meet one of the following two (2) criteria prior to being considered for CPA funding:

- the historic resource must be listed on the Massachusetts State Register of Historic Places OR
- it must be determined by the local historical commission that the historic resources are locally significant.

If the proposed CPA project has not met one of these two criteria, IT IS NOT ELIGIBLE FOR CPA FUNDING.

Lakeville currently has two sites on the National Register of Historic Places – the Historic Town House at the intersection of Bedford Street and Precinct Street and the Royal Wampanoag Cemetery on Route 105. Listing on the National Register, Commonwealth (State) Register of Historic Places or Lakeville's Inventory of Historical Assets provides some protection for historical resources. Projects that affect historical resources may be required to undergo review by the Commonwealth or the town.

Goal 5-2 of the Lakeville 2030 Master Plan is to "complete and implement a Historic Preservation Plan". This plan should identify any and all locations of historical significance throughout Lakeville with a goal of the creation of a Historic District article to be presented at a future town meeting.

Areas in town which have already been identified as historically significant include:

- The intersection of Routes 18 & 105, encompassing the Historic Carnegie Lakeville Public Library, the Historic Town House, World War I Dickran Diran Square, and the Lakeville United Church of Christ, the former Precinct Congregational Church moved to the site of the Washburn House. This area should be designated as Lakeville's first Historic District.
- Tack Factory Neighborhood along Taunton Street
- The Pierce Avenue area

Historic Structures of Note:

- Town owned: Historic Town House, Historic Carnegie Lakeville Public Library, Town Office and Fire Station Building
- Privately owned: Lakeville United Church of Christ, Hilltop Farm, Lakeville Historical Society Museum (formerly Grove Chapel Congregational Church) and the Sailor's Home Tower

Landscapes of Note:

- Lakeville has seven designated scenic roadways: Pierce Avenue, Crooked Lane, Long Point Road, Mill Street, Southworth Street, Kingman Street, and Old Main Street
- Vistas along the Nemasket River
- Views across Assawompset Pond
- Betty's Neck/Assawompset Pond Complex

Sites of Historic Interest:

- Tack Factory Site
- Ted Williams Camp/O.K. Gerrish Nursery
- Sites of Native American occupation at Betty's Neck and other sites
- Thompson Hill Cemetery
- Pond Cemetery

A minimum of 10% of the annual CPA revenues must be spent or reserved for the acquisition, preservation, and restoration of historic resources.

CPA funding for HISTORIC RESOURCES may be utilized to assist in:

- The acquisition, preservation, rehabilitation, and restoration of historic resources. The CPA recognizes historic resources as, including "a building, structure, vessel, or real property that is listed or eligible for listing on the State register of historic places or has been determined by the local historic preservation commission to be significant in the history, archeology, architecture, or culture of a city or town." For CPA purposes, the local historic preservation commission is the Town of Lakeville Historical Commission.

Historic Preservation Goals

- Recognize, preserve and enhance the historic heritage of Lakeville.
- Preserve and/or restore properties of historical, architectural, archaeological, and cultural significance to Lakeville.
- Preserve and protect the remaining historic character of Lakeville, including houses, barns, outbuildings, churches, cemeteries, monuments, stonewalls, and scenic roadways.
- Update and maintain Historic Asset Survey forms.

Applicants are encouraged to review available resources prior to submission of an application under historic resources. See also “Qualifying Historic Projects for CPA Funding” flowchart prepared by the Community Preservation Coalition included in the Appendix attached hereto. Projects using CPA funds on historic resources must adhere to the U.S. Secretary of Interior’s Standards for the Treatment of Historic Properties.

OPEN SPACE and RECREATION

The CPA statute defines Open Space as land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh water marshes and other wetlands, river, stream, lake and pond frontage, lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use.

The Town of Lakeville, is a community with a diversity of natural resources and open space surrounded by three large waterbodies – Quittacas, Assawompset, and Long Pond occupying approximately 4,000 acres. There are various levels of development within these waterbodies. Quittacas and Assawompset shores are completely or largely protected from development however Long Pond is not protected and is heavily developed. Over the years this has led to a negative impact on water quality. Conversion of natural areas to impervious, increased storm water volumes which leads to localized flooding. Flooding may cut off access to major thoroughfares, damage shorefront property and septic systems, and further threaten water quality.

The town is currently updating its Open Space Plan which will reflect Lakeville’s continued commitment to protecting, maintaining, and expanding its open space and natural resources. Lakeville has experienced a significant increase in residential growth and development, straining its open space and natural resources. The updated OSP shall identify and help facilitate the preservation and protection of Lakeville’s natural landscapes and identify priority land for habitat and water resource protection.

It is important to note a permanent deed restriction is required for all real property interests acquired under CPA for “open space”. This restriction must be filed as a separate instrument, such as a Conservation Restriction (CR) or Agricultural Preservation Restriction (APR).

A Conservation Restriction (CR) is a legal agreement that prevents development and other activities on important natural and recreational resources like drinking water supplies, agricultural lands, wildlife habitat, and hiking trails. Although not as common, a CR can also be placed on active recreational land such as recreational fields and parks. A CR is a legal document, approved by the state's Executive Office of Energy and Environmental Affairs and filed at the Registry of Deeds, which details exactly what activities can and cannot take place on the parcel of land in question.

A minimum of 10% of the annual CPA revenues must be spent or reserved for the acquisition, creation, preservation, and restoration of open space (and recreational use).

CPA funding for OPEN SPACE may be utilized to assist in:

- The acquisition, creation, and preservation of open space. Open space, as defined by the CPA “shall include, but not be limited to, land to protect existing and future well fields, aquifers and recharge areas, watershed land, agricultural land, grasslands, fields, forest land, fresh water marshes and other wetlands, river, stream, lake and pond frontage, lands to protect scenic vistas, land for wildlife or nature preserve and land for recreational use.”

Open Space Goals

- Preserve the rural character of Lakeville to protect water resources, wildlife corridors and habitats, retain and preserve cultural aspects of Lakeville, establish outreach programs with farmers, and maintain strong rural zoning regulations.
- Enhance open space and recreational opportunities to establish strong representation with other town boards, improve handicap accessibility on town open spaces, develop “Guide-to-Use” data for Open Spaces, organize education guided walks on town trails and create an interactive map on the town website of open space and recreational regions.
- Create administrative structure and channel growth so as to preserve the unique quality of the Town and its natural, cultural and historical resources to work to enhance By-Laws that protect open space, place conservation and agricultural restrictions on valuable town properties, to acquire grant funds to purchase valuable open space parcels in Lakeville, complete assessment town owned open land and develop a criteria for protection and preservation, and review properties in Chapter 61 categories to ensure open space remains up to date.
- Improve trailhead parking and access to open space assets in Lakeville.
- Develop a linked system of conservation and recreation areas for human and wildlife use, prioritizing parcels that abut existing protected land parcels.

Recreational Use

The CPA statute defines recreational use as active or passive use including, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground or athletic field. Recreational use shall not include horse or dog racing or the use for a stadium, gymnasium or similar structure.

Lakeville has over 200 acres of recreation land which includes a number of town-owned parcels offering passive recreation, 5 town facilities for active recreation (playgrounds and playfields). Many of these town recreational amenities may be undersized/inadequate, lack of proper drainage/irrigation, in need of repair, and do not meet ADA (American Disabilities Act or MAAB (Massachusetts Architectural Access Board) requirement standards.

A minimum of 10% of the annual CPA revenues must be spent or reserved for the acquisition, creations, preservation, and restoration of recreational use (and open space).

CPA funding for RECREATIONAL USE may be utilized to assist in:

- The acquisition, creation, and preservation of land for recreational use. Recreational use as defined by CPA, is “active or passive recreational use including, but not limited to, the use of land for community gardens, trails, and noncommercial youth and adult sports, and the use of land as a park, playground, or athletic fields.

Recreational Use Goals

- Comply with ADA & MAAB requirements and standards.
- Improve trailhead parking and access to recreational assets in Lakeville.
- Create additional active recreational amenities, such as a large municipal playground, multi-use fields, tennis courts, pickle ball courts, walking paths, x-country course, dog park;
- Improve existing ballfields, courts, playgrounds, and bathroom facilities.
- Acquire land for additional athletic fields and/or passive recreation opportunities throughout town.
- Create/Establish a town-wide trail system (including trailhead signage and trail markings).
- Promote/Improve water-based recreational activities.

Note: CPA funds CANNOT be used for maintenance, artificial turf or to supplant current municipal funding.

GENERAL EVALUATION CRITERIA

All projects must meet the following minimum criteria:

- Projects with a feasible project plan that demonstrates the best approach and timeline for implementation.
- Projects must demonstrate administrative and financial management capabilities of the applicant.
- Projects must demonstrate a means of support for maintenance and upkeep.
- Projects must show community support and a positive impact to the community.
- Projects that have support from other relevant Town Boards and Committees.
- Projects that can show support from the abutters.

Projects that can also demonstrate some of the following additional criteria will be given preference over projects that only meet the minimum criteria.

- Projects that can provide other sources of funding from outside sources, making our money go further and have a greater impact on our community.
- Projects that protect lands critical to the protection of our natural resources, i.e. the acquisition of critical parcels to protect the regions water resources, including riparian zones and watersheds.
- Projects that implement open space and recreational planning on a regional basis.
- Projects that fulfill more than one purpose of the CPA: Open Space or Recreation, Historic Preservation, Community Housing.
- Projects where the applicant has successfully implemented other projects of similar scale or otherwise demonstrate the ability and competency to implement this project.
- Projects that ensure preservation of currently owned Town assets.
- Projects that involve acquisition of threatened resources.
- Projects where all permits and Board reviews are in place.

Criteria Specific to Open Space

- Projects that protect important wildlife habitat including areas that are of local significance for biodiversity or preserves a habitat for threatened/endangered species of plant or animal.
- Projects that preserve the remaining elements of Lakeville's rural and agricultural character.
- Projects that protect both surface and ground water supplies including drinking water, wetlands, aquifers, and riparian zones.
- Projects that restore environmental resources, including removal of invasive species.
- Projects that support development of environmental educational resources
- Projects that preserve small tracts of undeveloped land that contribute to other open space goals, such as smaller parcels that are located adjacent to protected open spaces, or that preserve corridor linkages between larger open space parcels.
- Projects that preserve or expand priority parcels as listed in Lakeville's Open Space and Recreation Plan.
- Projects that provide flood control/storage.

Criteria Specific to Recreation

- Projects that provide or expand opportunities for both active and passive recreation.
- Projects that support multiple recreational uses.
- Projects that enable the usage of recreational space for all ages and abilities.
- Projects that maximize use of Town owned land.
- Projects that improve existing ballfields, courts and playgrounds, and canoe/kayak access.
- Projects for land acquisition that provide for new or expanded recreational uses.
- Projects that promote water-based recreational activities, i.e. canoe/kayak access.

Criteria Specific to Community Housing

- Projects that provide a variety of housing opportunities that serve all segments of Community, including seniors, smaller households, and low/moderate income households.
- Projects that ensure long term affordability in perpetuity.

Criteria Specific to Historic Preservation

- Projects that protect, preserve, enhance, and/or rehabilitate the historic integrity of a property or site.
- Projects that prevent the potential loss or destruction of a historic, cultural, architectural, or archeological resource if action is not taken.
- Projects that protect, preserve, enhance, and/or rehabilitates the historical function of a property or site.
- Projects that demonstrate a public benefit.

HOW TO APPLY FOR FUNDING

Lakeville's CPC invites municipal departments, community organizations and individuals to submit applications for CPA funding on an annual basis. The application is a two-step process. Applicants must first submit a simple one-page Step 1 application describing the project and an estimated budget. The Step 1 application determines if the project is eligible for funding and lets the CPC know how many potential projects to plan for. It also gives the applicant a chance for feedback before completing a Step 2 application. If the CPC determines the project is eligible, applicants are then asked to submit a Step 2 application which requires more extensive information on the project. Projects will be judged by both general and specific criteria which can be found in the Community Preservation Plan. All decisions made by the Community Preservation Committee will be made at public meetings posted on the Town Website. **The CPC will consider each funding application based on the project's merits and available funding. The CPC may request changes to the application or funding request.**

For each fiscal year, the Committee shall accept Step 1 applications from September 1st to October 15th, and Step 2 applications from November 1st to December 15th to allow time for warrant articles to be prepared for consideration at the Annual Town Meeting in June.

The applications can be found in the Appendix of the Community Preservation Plan and on the town website at lakevillema.org on the Community Preservation Committee tab.

Under special circumstances, Lakeville's CPC may consider an application submitted after the deadline. The most common circumstances are the availability of real property on the market; or time-sensitive stabilization of a historic asset damaged by flood, fire, or other emergencies, not normal deterioration. Applicants must first submit a letter requesting special application status outside of normal grant deadlines and may submit a Step 1 at the same time. The application must be submitted with sufficient time for the CPC to hold two regular meetings for hearings before the next annual or special Town Meeting.

Application Review

Step 1 applications will be reviewed for compatibility with CPA legislation and Community Preservation Plan; completeness of the information presented; and impact of project to local community.

Step 2 applications will be reviewed for whether the CPA funds serve as a catalyst for leveraging other funding sources; positive impact on the lives of the residents of Lakeville; long term benefits to the town; long term costs to the town, if action is not taken; urgency of the project and any other factors that may be relevant to a specific project.

After reviewing applications, the CPC decides by majority vote which projects to recommend. They may recommend partial funding, full funding or choose to not recommend an application. Projects that serve more than one purpose of the CPA will be viewed more favorably than those that do not. The CPC then brings those recommendations as warrant articles to the Town Meeting. The Select Board may not increase funding nor consider requests that do not come with CPC recommendation. Funds approved at the Town Meeting will be available for projects to begin work.

During the Project Application review process, the CPC may conduct a site visit and discuss its recommendation with the Select Board and Finance Committee before preparing a warrant article for Town Meeting consideration. The CPC must vote to recommend a proposal before placing articles on the warrant for Town Meeting consideration. Each project must be approved at Town Meeting..

Land Acquisition projects for real property or real property interest in any of the four funding categories, the applicant should be aware that a permanent deed restriction is required if all or a portion of the land is purchased with CPA funds. The type of restriction required will vary depending on the funding category and may require the review of the State or other government entity. Applicants should identify the holder of the restriction as early in the process as possible and be prepared to submit a draft restriction as part of their CPA funding review.

The CPC gives strong preference to projects that can provide a meaningful match of the total budget through other sources, such as state and private grants, other Town Budgets, private donations, fundraising, and volunteer or in-kind contributions of materials and labor.

CPA FUNDING AWARD PROCESS

Following the conclusion of Town Meeting, each successful applicant will receive an award letter from the Community Preservation Committee confirming its funding award. The letter will be accompanied by either a Memorandum of Understanding (town projects), outlining the agreed upon scope of the project, or a Grant Agreement (non-town projects), outlining the agreed upon scope of the project, any conditions and terms of the funding. Grant Agreements must be signed and returned to the Town of Lakeville before project start. Applicant shall meet with the CPC to review project scope, timelines, milestones and CPA funding disbursement process. The Community Preservation Committee shall issue award letters for projects approved at Town Meeting with information on the funding amount,

funding conditions, project modifications (if any), CPC Admin contact information, and guidelines for project execution. Projects receiving CPA funding shall credit this source of funding in promotional materials and where appropriate at the project location. Except for town-sponsored projects, a Grant Agreement prepared by the CPC must be signed by the applicant (Awardee) after the project has been approved at Town Meeting and before CPA funds are to be disbursed. Applicants must recognize the CPA as a funding sources for their project. This recognition should appear on any materials involving the project, such as press releases, brochures, etc. In order for Lakeville residents to see the results of their tax funding, a CPA sign shall be displayed on the property on a case-by-case basis, as determined by the CPC. Signage indicating CPA support shall be made available through the CPC.

PROJECT IMPLEMENTATION

Each project recipient is expected to implement the approved project work in accordance with the Grant Agreement or Memorandum of Understanding. Any material changes to the project from what was represented at Town Meeting shall require prior approval from the CPC to ensure that such changes are CPA eligible expenditures and within the scope of the project as approved by Town Meeting. Any appropriated CPA project funds not expended at the completion of the approved work will be returned to the CPA account from where they were appropriated. Unless there is a compelling and documented reason, projects receiving CPA funds must be completed within 24 months following Town Meeting approval. The CPC may recommend at a subsequent Town Meeting the rescission of any authorized CPA funds remaining unexpended or undocumented after 12 months.

AVAILABILITY OF AWARDED CPA FUNDS

Funds for approved CPA projects will be available following Town Meeting, subject to satisfying any conditions or procedures established by the CPC. Invoices for work completed or CPA funds allocated for approved projects shall be submitted to the CPC together with a Project Status Report form prepared according to the Request for Funds Guidelines. (See Appendix)

DISBURSEMENT AND USE OF CPA FUNDS

CPA funds are public funds raised from dedicated Lakeville revenues and from State subsidies. Projects financed with CPA funds must comply with all applicable State and municipal requirements, which requires special procedures for the selection of products, services, consultants, etc. Contracts for goods and services must be awarded to the lowest qualified bidder, which may be someone other than who assisted the applicant with a project application. Project purchases cannot be split or manipulated to avoid State procurement laws. The CPC will provide successful applicants with a memo describing the completed award process, which adheres to the guidelines of the Massachusetts Procurement Law. In general, funds may be spent only on items listed on the submitted budget in the application. All changes to budgets must receive prior approval by the CPC. Funding from the CPC may not be used to replace or free up for any other use, alternate funds or revenue sources. In certain situations, funds may not be disbursed until there is an appropriate deed restriction or the Department

of Revenue, the Department of Conservation & Recreation, the Massachusetts Historical Commission, or the Executive Office of Housing and Livable Communities (as appropriate) must be satisfied with the status of the restriction. Projects for which 50% (or other fraction) of costs will be paid from awarded CPA funds will be reimbursed on the basis of 50% (or other fraction) of actual expenditures up to the amount of the total CPA grant, and as may be detailed in project milestones reviewed and approved by the CPC. CPA funding for project involving properties or artifacts which are owned by nonprofit organizations is conditioned on the public benefit received from the completed work. The sale or gift of these properties or artifacts within five (5) years from the date of the award letter shall require the reimbursement of the entire amount awarded unless the CPC waives this requirement in part or in its entirety.

Funds are to be administered and disbursed by the Town of Lakeville according to municipal disbursement procedures. Applicants should note Chapter 30B of the Massachusetts General Laws, the Uniform Procurement Act, establishes uniform procedures for local governments to use when contracting for supplies, services, and real property. Project oversight, monitoring and financial control are the responsibility of the Community Preservation Committee or its designee. When the project is completed, any and all unused funds shall be returned to the Lakeville Community Preservation Fund. The CPC, from time to time may request project status updates from CPA fund recipients. The purpose of such updates is to track the progress of funded projects, aid the CPC in refining the Community Preservation Plan and identify issues that may assist future applicants. For construction projects, CPA funding recipients may be asked to instruct their general liability insurer to add the Town of Lakeville as an additional insured as related to the specific CPA funded project, and to require all contractors of the project do the same. Proof of coverage must be submitted for the CPC files prior to first request for reimbursement.

REQUESTING AWARDED FUNDS

Invoices for work completed or for funds allocated for approved projects shall be submitted and signed by the applicant, accompanied by a Request for Funds form submitted to the Community Preservation Committee for review and processing. Each Request for Funds form must include an updated project status report, original invoices, receipts and canceled checks. Payments will be made directly to the applicant unless the applicant is a Town of Lakeville department. If an invoice has already been paid and requesting reimbursement, include copy of the cancelled check attached to the invoice. If payment is for contracted services, a copy of the fully executed contract shall accompany the request for payment. Additionally, the CPC shall require a detailed report of billable hours, if applicable. State law prohibits reimbursement for sales tax; invoices shall identify and appropriately reflect this. The CPC may appoint the CPA Administrator or authorize the CPC Chair to process certain payments. Requests for funds above \$10,000 are to be voted on by the Community Preservation Committee.

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DRAFT



Town of Lakeville

COMMUNITY PRESERVATION COMMITTEE

346 Bedford Street
Lakeville, MA 02347
774-776-4350

FOR OFFICIAL USE ONLY

Approved _____

Not Approved _____

Date _____

Application for Eligibility Determination – Step 1

Project Title: _____

Name of Entity, Group, or Committee _____

Address _____

Telephone: _____ Email _____

Contact Person _____

Telephone: _____ Email: _____

Application Category: Housing _____ Historic _____ Open Space/Recreation _____

Describe your project: _____

Amount of CPA funds Requested: _____ Total Estimated Cost: _____

Describe the level of planning which has occurred: _____

Please attach the following:

- Assessors tax card and map
- Photos if applicable
- Plans/sketches if applicable

Signature of Applicant: _____ Date: _____

Is Your Project Allowable?

	Open Space	Historic	Recreation	Housing
Aquire	YES	YES	YES	YES
Create	YES	NO	YES	YES
Preserve	YES	YES	YES	YES
Support	NO	NO	NO	YES
Rehabilitate and/or Restore	NO <small>(unless aquired or created with CPA \$\$)</small>	YES	YES	NO <small>(unless aquired or created with CPA \$\$)</small>

DRAFT



Town of Lakeville

COMMUNITY PRESERVATION COMMITTEE

346 Bedford Street
Lakeville, MA 02347
774-776-4350

FOR OFFICIAL USE ONLY
Approved _____
Not Approved _____
Date _____

Application for Community Preservation Funding – Step 2 (Projects Must Have Received a Step 1 - Determination of Eligibility)

APPLICANT INFORMATION

Project Title: _____

Name of Entity, Group, or Committee: _____

Address: _____

Telephone: _____ Email: _____

Contact Person: _____

Address: _____

Telephone: _____ Email: _____

Application Category: Housing _____ Historic _____ Open Space/Recreation _____

PROJECT INFORMATION:

Project Address _____

Map/Parcel: _____ Deed Book/Page: _____

Current Owner _____

Owners Address: _____

Owners Phone: _____ Owners Email: _____

Project Description: _____

Total Funding Requested: _____

Funding From Other Sources: Amount: _____

Source: _____

Timeline of Project: _____

If funding is requested for multiple years please attach a breakdown of the total project cost for each year, amount of CPC funds requested for each year, and amount of confirmed additional funding secured for each year. Also provide a schedule for the project indicating the tasks to be completed each year.

REQUIRED ATTACHMENTS AS APPLICABLE:

- Detailed Description of Project
- Copies of Deeds
- Description of Property
- Maps
- Surveys
- Site Plans
- Appraisals
- Purchase and Sale Agreements
- Cost Proposals/Estimates
- Budget for Acquisition or Construction
- Letters of Commitment by Additional Funding Sources
- Letters of Support from Individuals or Organizations
- Historical Projects

ADDITIONAL QUESTIONS AS APPLICABLE (If Yes, please explain):

Does this project require urgent attention? Yes ___ No ___

Does this project require permits or licenses from local boards or state offices? Yes ___ No ___

Does this project require any long-term maintenance? Yes ___ No ___

Does this project require any professional design or legal assistance? Yes ___ No ___

Signature of Applicant: _____ Date: _____

REQUEST FOR FUNDS/PROJECT STATUS REPORT GUIDELINES

Lakeville Community Preservation Committee

1. Each “Request for Funds” form must include an updated project status report. If you need help, please contact your CPC Project Liaison. This form must be signed by the project applicant, as well as the CPC Project Liaison and CPC Chairperson.
2. The “Request for Funds” must include the original invoices, receipts and cancelled checks. Payments will be made directly to the Applicant unless the Applicant is a Town of Lakeville department. Please indicate on the “Request of Funds” form to whom the payment should be made out to, if it is not to be sent to the Applicant.
3. If an invoice has already been paid by your agency and you are requesting reimbursement, please have a copy of the cancelled check attached to that invoice or a PAID stamp and an authorized signature on that invoice, so that the CPC knows to reimburse your organization.
4. If payments are for contracted services, a copy of the signed contract should accompany the request. Additionally, we require a detailed report of billable hours (if applicable).
5. If charges are for newspaper ads, tear sheets must be provided. If this is not available, a copy of the advertisement showing the date of publication is required.
6. If charges are for travel, receipts are required (tickets, parking vouchers, food) as well as documentation regarding the reason for travel (i.e., program, agenda, registration form).
7. State Law prohibits reimbursement for sales tax or for tips and gratuities. Please adjust invoices appropriately to reflect this Town by-laws provide standardized limits for meals and mileage reimbursements. These limits are strictly adhered to by the CPC. No allowance is permitted for alcoholic beverages.
8. Please do not staple or paperclip anything in the Request of Funds packet. Insert the Request for Fund packet in a flat (9x12 or 10x13) envelope. Whenever possible make sure copies are on 8 ½ x 11 paper (i.e., a copy of a cancelled check for a bank statement should be copied onto a standard sheet of paper, not cut out and attached as is).
9. Requests for Funds above \$10,000.00 are voted on by the CPC at a monthly meeting (usually the fourth Wednesday for each month). All Requests for Funds and supporting documentation are to be submitted to the CPC Administrative Assistant. It is imperative that the Project Liaison and applicant have jointly reviewed the Request for Funds before it is submitted to the Committee by the CPC Project Liaison.
10. Completed requests must be in the CPC inbox located on the first floor of the Town Hall by no later than one week before the scheduled CPC monthly meeting.

Please do not hesitate to contact your Project Liaison or the CPC Administrative Assistant, (cpc@lakevillema.org) if you have any questions about how to submit a Request for Funds.

PROJECT STATUS REPORT/REQUEST FOR FUNDS

Lakeville Community Preservation Committee

Project Title _____ Date _____

Project Manager: _____ Federal Tax ID #: _____

Deed Restriction: On File ____ Pending ____ Exempt ____

Project Representative: (Contact Person) _____

Address: _____

Phone/Fax/Email: _____

Description of Request/Project Phase _____

Project Timeline/Schedule and approximate amounts of future Disbursements: _____

The "Request for Funds" must include the original invoices, receipts and cancelled checks, or such other documents as the Committee may require. Please have a copy of the cancelled check attached to the invoices or a PAID stamp and an authorized signature on that invoice. If payments are for contracted services, a copy of the signed contract should accompany the request. Additionally, we require a detailed report of billable hours (if applicable).

Original Amount Approved: \$ _____ FY _____

Balance brought forward: \$ _____

AMOUNT REQUESTED HERE: \$ _____

Remaining Project Balance: \$ _____

Applicant Signature: _____ Date: _____

CPC Project Liaison Signature: _____ Date: _____

CPC Chairperson Signature: _____ Date: _____

CPA SURCHARGE EXEMPTIONS

There are two surcharge exemptions available in Lakeville. There is an automatic exemption of the first \$100,000 of residential property value in calculation of the CPA surcharge. An additional exemption is available to low-income residents. This must be applied for annually. The application and requirements for exemptions are available here:

<https://www.lakevillema.org/assessors-office/files/community-preservation-act-exemption-application>

ANNUAL EXEMPTION TOTALS

Levy Year (Fiscal Year)	Total Exemption Value	Number of Exemptions
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		

CPA FUND REVENUES

By maintaining the CPA surcharge of 1%, Lakeville has maximized its own contributions as well as interest and state matching funds. This table shows the total annual revenues from Lakeville’s participation in the CPA program.

CPA FUND REVENUES

Fiscal Year	Total Surcharge Paid	Tax Liens Redeemed	Interest (Earnings on Investments)	State Match	Match as Percentage of Surcharge	Total Annual Revenues
2023	\$224,721.21	N/A	\$389.73	N/A	N/A	\$222,655.49
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
2037						
2038						
2039						
2040						
Total						

Source: Town of Lakeville Finance Department

HISTORIC CPA PROJECTS APPROVED BY TOWN MEETING

Title of Project	TM Date and Article	Amount Funded	Amount Expended	Status
Gravestone Repairs	STM 11/2023 #5	\$10,000		In Progress
Historic Town House Roof Replacement	STM 11/2023 #5	\$30,000		In Progress

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OPEN SPACE/RECREATION CPA PROJECTS APPROVED BY TOWN MEETING

Title of Project	TM Date and Article	Amount Funded	Amount Expended	Status
Jon Paun Park Engineering & Architectural Plans for Improvements	STM 11/2023 #5	\$25,000		In Progress

COMMUNITY HOUSING CPA PROJECTS APPROVED BY TOWN MEETING

Title of Project	TM Date and Article	Amount Funded	Amount Expended	Status

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CPA FUND BALANCES

	Community Housing	Historic Preservation	Open Space & Recreation	Undesignated	Admin Expenses	Reserve
FYE 2023 Fund Balance	\$22,106.62	\$22,106.62	\$22,106.62	\$151,152.32	\$8750.00	N/A
FYE 2024 Fund Balance						
FYE 2025 Fund Balance						
FYE 2026 Fund Balance						
FYE 2027 Fund Balance						
FYE 2028 Fund Balance						
FYE 2029 Fund Balance						
FYE 2030 Fund Balance						
Total						

Source: FYE Ledger – Town Accountant

Michele MacEachern

From: Michele MacEachern <shell42880@gmail.com>
Sent: Wednesday, April 24, 2024 10:28 AM
To: Michele MacEachern
Subject: Fwd: Question on Housing

Sent from my iPhone

Begin forwarded message:

From: Stuart Saginor <stuart.saginor@communitypreservation.org>
Date: April 23, 2024 at 4:44:25 PM EDT
To: Michele MacEachern <shell42880@gmail.com>, Chase Mack <chase.mack@communitypreservation.org>
Cc: Jlucey@meganet.net
Subject: RE: Question on Housing

Hi Michelle:

We have a success story on exactly what you want to do with expiring housing deed restrictions. See this article on our website:

<https://www.communitypreservation.org/success-stories/news/cpa-funded-rolling-green-apartments-project-%E2%80%9Chuge-win%E2%80%9D-amherst>

The town is not likely to be able to do this with existing staff. It's a complicated transaction and you need a professional who has done these type of projects to guide you. We'd recommend you hire a consultant from the database on CHAPA's website to assist right from the beginning:

<https://www.chapa.org/housing-courses/consultant-directory>

You could also get in touch with the Mass Housing Partnership for some early stage assistance:

<https://www.communitypreservation.org/housing-assistance>

Best,
Stuart

Stuart Saginor, Executive Director
Community Preservation Coalition

Phone: 617-371-0540

Web: www.communitypreservation.org

Email: stuart.saginor@communitypreservation.org

6 Beacon Street, Suite 615, Boston, MA 02108

Please Note: The Community Preservation Coalition renders neither legal opinions nor legal advice, and recommends consulting with an attorney.

From: Michele MacEachern <shell42880@gmail.com>

Sent: Tuesday, April 23, 2024 11:41 AM

To: Stuart Saginor <Stuart.Saginor@communitypreservation.org>; Chase Mack <chase.mack@communitypreservation.org>

Cc: Jlucey@meganet.net

Subject: Question on Housing

Good morning Stuart & Chase,

This information may be somewhere on your website, but I just haven't found yet..

Is there any guidance you can provide as to how CPA funds could be used towards keeping existing SHI units that do not have a perpetual deed rider on our inventory? There are a number of units set to expire over the next few years and the Committee would like to familiarize ourselves with what it would entail.



Community Preservation Coalition

Preserving our past. Building our future.

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CPA-Funded Rolling Green Apartments Project “Huge Win” for Amherst



In the busy college town of Amherst, affordable housing is hard to come by. So when financing restrictions ensuring the affordability of 41 units at the Rolling Green apartment complex expired, residents of the complex began to worry. Soon enough, word came that the owner of the complex would be raising rents for these affordable units to match current Amherst market rates, levels that residents could not afford. However, thanks to the town’s commitment to retaining and broadening affordable housing options, and to its embrace of the CPA program, a \$1.25 million contribution of CPA funds will allow the town to preserve the affordability of these threatened 41 units.

Rolling Green Apartments is a 204-unit, multi-family development. The issue arose for the 41 affordable units when the mortgage for the property was repaid in full earlier than expected, moving up the expiration date for the affordability restrictions. In a neighboring Amherst rental complex, Echo Village, several tenants already faced eviction after rising rents outstripped their modest budgets. With so few affordable options in town, most of those residents had been forced to leave Amherst and relocate to nearby communities.



Mary Streeter, Chair of the town's Community Preservation Committee described the affordable housing situation in Amherst as "dire," and affirmed that young families were leaving the community due to the lack of affordable rents. She mentioned that the town had closed an elementary school several years ago due to under-enrollment, after the population of families with children in the town had declined. Amherst's Housing Production Plan (HPP) confirms this trend by noting that the amount of "young families are rapidly declining as adults age 25 to 44 decreased from 7,323 in 1990 to 4,009 by 2010, a drop of 45.3%". Knowing that sudden rent increases at the Rolling Green complex would likely have the same effect of driving low- and moderate-income young families out of town, Amherst had a strong incentive to preserve the 41 affordable units.



Ultimately, an affiliate of **Beacon Communities, LLC** was able to acquire Rolling Green in September 2014. Meanwhile, Amherst Town Meeting voted to appropriate \$1.25 million dollars of its CPA funds to help. Since the community did not have this large a sum of CPA dollars at hand, **it issued a bond against its anticipated CPA revenues** to come up with the funds. Being able to bond under the CPA program made a "big difference" in this instance, Streeter remarked. Along with CPA funds, a variety of other funds contributed to the success of the development, including federal, state and private funds such as Beacon Communities, LLC's own equity. Working with the local office of the **Massachusetts Housing Partnership (MHP)**, the town explored its options. MHP provided funds for a preliminary capital needs analysis, and facilitated talks with potential buyers interested in working with the town. There were five interested buyers, and MHP helped the town in deliberations with them, while also supplying financial models. Rita Farrell, Senior Advisor from MHP's Amherst office, assisted in the collaboration process, which eased the burden on town representatives.

Mark Epker, President of Beacon Communities Development, noted that the ability to utilize CPA funds was "extraordinarily helpful" in maintaining the affordability of the 41 units. He explained that when Beacon acquired the Rolling Green complex, the affordability restrictions had already expired; however, Beacon promised to keep the units affordable while Amherst finalized the details of the new financing arrangement. Epker commented that it was "great to work with such a proactive town;" Amherst was "eager to preserve their housing and keep families" in town.



Collaboration was crucial to the success of this endeavor, said Assistant Town Manager and Director of Conservation and Development for Amherst, David Ziomek, and he praised the way Amherst rallied to keep the affordable housing in town. With a positive vote of over 200 Town Meeting members, Ziomek “cannot recall a vote against” the preservation of Rolling Green.

Currently, the project’s permanent financing (including the CPA funding) is in the final stages of review, and is expected to wrap up soon. The closing date is scheduled for June 2015. The outcome - 41 units that are permanently restricted as affordable - keeps families in town that may not have otherwise been able to stay, adding to the overall demographic diversity and long-term stability of the community.

While Mary Streeter describes the project as merely “a drop in the bucket” compared to what is needed in the way of affordable housing, she is pleased with the outcome and joins Farrell in describing the project as a “huge win” for the town of Amherst.

Special thanks to David Ziomek, Assistant Town Manager, Amherst, Mary Streeter, Chair of the Amherst Community Preservation Act Committee, Mark Epker, President, Beacon Communities Development LLC. and Rita Farrell, Senior Advisor at Massachusetts Housing Partnership for their assistance in preparing this story.

Source URL: <https://www.communitypreservation.org/success-stories/news/cpa-funded-rolling-green-apartments-project-%E2%80%9Chuge-win%E2%80%9D-amherst>



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

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Would You Like Help With Your CPA Affordable Housing Projects?



Navigating through issues and regulations pertaining to affordable housing can be difficult and confusing. Fortunately, Shelly Goehring, Program Manager at the Massachusetts Housing Partnership (MHP), is here to help.

Shelly is an expert at working with individuals and communities to support affordable housing projects and efforts. Depending on a community's situation and needs, this support may include assisting with organization on the ground to get enough "yes" votes at Town Meeting or facilitating communication between CPA communities concerning the nuts and bolts of successful housing projects. She can also help communities with research on funding sources or identifying individuals in towns and cities that support significant housing development.

Before joining MHP, Shelly was the Community Preservation Program Manager at the Massachusetts Affordable Housing Alliance (MAHA). In this role, Shelly met with a diverse range of communities within the Rt. 495 belt, learned about CPA housing projects, toured sites, and gained a sense of the challenges that face towns and cities in building affordable housing. Her expertise also includes an understanding of technical and legislative components that impact the affordable housing process, including the ins and outs of CPA, 40R, 40S, and 40B. Please **contact Shelly** if you have a project she may be able to give free time and attention to!

Previously, Shelly was the Executive Director at Four Corners Main Street, a small non-profit focused on commercial revitalization and small business development. This position included community organizing, urban planning, advocating for public and private investment and connecting small businesses with technical assistance. She served on the board of MAHA for over 5 years and has been a housing advocate for the organization since 1999. Shelly came to Boston from California, via Philadelphia, with small business management experience and sensitivity to building up the economic capacity and built environments of communities. Shelly has a bachelor's degree in

political science and sociology from UC Davis, a master's degree in economic development from Eastern University and an MBA from Babson College.

**Contact Shelly Goehring at the Massachusetts Housing Partnership (MHP):
857-317-8525 / sgoehring@mhp.net**

May 2016

Source URL: <https://www.communitypreservation.org/housing-assistance>

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT CH40B SUBSIDIZED HOUSING INVENTORY

Lakeville

DHCD ID #	Project Name	Address	Type	Total SHI Units	Affordability Expires	Built w/ Comp. Permit?	Subsidizing Agency
1507	ARC of Greater Fall River	Flintlock Drive	Rental	4	2026	No	EOHHS
1508	Long Point Road	Long Point Rd	Rental	4	2027	No	EOHHS
4327	DDS Group Homes	Confidential	Rental	25	N/A	No	DDS
6342	Woods Edge	Ebony Farm Road	Ownership	18	perp	Yes	MassHousing
6343	The Residences at LeBaron Hills	Rhode Island Rd & Precinct St	Mix	62	perp	Yes	MassHousing FHLBB
6704	6 Bridge Street	6 Bridge Street	Ownership	3	perp	Yes	MassHousing FHLBB
7596	DMH Group Homes	Confidential	Rental	9	n/a	No	DMH
7631	The Residences at Lakeville Station/Kensington Ct	2 Commercial Drive	Rental	100	2039	NO	DHCD
10052	Water Street Crossing	7 Water Street	Rental	14	Perp	YES	MassHousing
10450	Nemasket River Landing	Landing Way	Ownership	4	Perp	NO	DHCD
10451	Residences at Nemasket River	Bridget Way, Bernard Way, Riverside Dr, and Rivers Edge Way	Ownership	7	Perp	NO	DHCD
Lakeville Totals				250	Census 2010 Year Round Housing Units		3,852
					Percent Subsidized		6.49%



Ye Olde Sign Shoppe
3 Crocker St
Taunton, MA 02780

508-880-3666

Invoice

Date	Invoice #
3/29/2024	21890

Bill To
TOWN OF LAKEVILLE COMMUNITY PRESERVATION COMMITTEE 346 BEDFORD STREET LAKEVILLE MA 02347

Ship To
BARBARA STANDISH

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			3/29/2024	UPS		

Quantity	Item Code	Description	Price Each	Amount
4	IMPRINTING	36 x 24 H Frame Sign Holders 4 - 36 x 24 Coroplast Signs 4 - 36 x 6 Coroplast Signs	86.00	344.00
2	SHIPPING	Shipping	22.00	44.00

			Total	\$388.00
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Michele MacEachern

From: Todd Hassett, Lakeville Town Accountant
Sent: Wednesday, May 1, 2024 9:50 AM
To: eaglelady27@gmail.com
Cc: Michele MacEachern; jlucey@meganet.net
Subject: CPC Report - April 2024
Attachments: CPC AS OF 04-30-2024.pdf

Hi Nancy,

Attached please find a summary budget-to-actual report, for CPC as of April 30, 2024:

Revenues (\$262,365 collected to-date)

Expenses (budget=\$12,275, expended=\$1,079) thru 04/30/2024.

Let me know if I can assist further.

Regards,

Todd Hassett

Town Accountant
Town of Lakeville
346 Bedford Street
Lakeville, Massachusetts 02347
thassett@lakevillema.org
(508) 946-8817



YEAR TO DATE BUDGET REPORT
FISCAL YEAR 2024 AS OF APRIL 30, 2024

FOR 2024 10

ACCOUNTS FOR: 2800 COMMUNITY PRESERVATION
 ORIGINAL APPROP TRANS/ADJSMTS REVISED BUDGET YTD ACTUAL ENCUMBRANCES AVAILABLE BUDGET % USED

170 COMMUNITY PRESERVATION COMM

28017000 REV - COMMUNITY PRESERVATION

28017000 412523	2023 CPA SURCHARGE REV							
	0.00	0.00	0.00	-1,282.77	0.00	1,282.77	100.0%	
28017000 412524	2024 CPA SURCHARGE REV							
	-225,000.00	0.00	-225,000.00	-215,148.22	0.00	-9,851.78	95.6%	
28017000 417100	PENALTIES & INT - CPA SURCHARG							
	0.00	0.00	0.00	877.87	0.00	-877.87	100.0%	
28017000 469000	CPA - STATE MATCH							
	-20,000.00	0.00	-20,000.00	-46,812.00	0.00	26,812.00	234.1%	
28017000 482000	EARNINGS ON INVESTMENTS							
	-500.00	0.00	-500.00	0.00	0.00	-500.00	.0%	
TOTAL REV - COMMUNITY PRESERVATION								
	-245,500.00	0.00	-245,500.00	-262,365.12	0.00	16,865.12	106.9%	

28170200 CPC - COMMITTEE EXPENSES

28170200 530000	PROFESSIONAL SERVICES						
	7,500.00	0.00	7,500.00	0.00	0.00	7,500.00	.0%
28170200 534400	ADVERTISING						
	1,000.00	0.00	1,000.00	204.00	0.00	796.00	20.4%
28170200 542000	OFFICE SUPPLIES						
	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00	.0%
28170200 571000	MEETINGS & TRAVEL EXPENSES						
	1,275.00	0.00	1,275.00	0.00	0.00	1,275.00	.0%
28170200 573000	DUES & MEMBERSHIPS						
	1,000.00	0.00	1,000.00	875.00	0.00	125.00	87.5%
TOTAL CPC - COMMITTEE EXPENSES							
	12,275.00	0.00	12,275.00	1,079.00	0.00	11,196.00	8.8%
TOTAL COMMUNITY PRESERVATION COMM							
	-233,225.00	0.00	-233,225.00	-261,286.12	0.00	28,061.12	112.0%

172 OPEN SPACE

28172524 CPC OPEN SPACE - 2024 PROJECTS

YEAR TO DATE BUDGET REPORT
FISCAL YEAR 2024 AS OF APRIL 30, 2024

FOR 2024 10								
ACCOUNTS FOR: 2800 COMMUNITY PRESERVATION	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
28172524 530600	0.00	JON PAUN PARK ENGINEERING 25,000.00	25,000.00	0.00	0.00	25,000.00	.0%	
TOTAL CPC OPEN SPACE - 2024 PROECTS	0.00	25,000.00	25,000.00	0.00	0.00	25,000.00	.0%	
TOTAL OPEN SPACE	0.00	25,000.00	25,000.00	0.00	0.00	25,000.00	.0%	
194 HISTORIC RESOURCES								
28194524 CPC HISTORIC - 2024 PROECTS								
28194524 529500	0.00	CEMETERY GRAVESTONE REPAIRS 10,000.00	10,000.00	0.00	0.00	10,000.00	.0%	
28194524 582100	0.00	HISTORIC TOWN HOUSE ROOF 30,000.00	30,000.00	0.00	0.00	30,000.00	.0%	
TOTAL CPC HISTORIC - 2024 PROECTS	0.00	40,000.00	40,000.00	0.00	0.00	40,000.00	.0%	
TOTAL HISTORIC RESOURCES	0.00	40,000.00	40,000.00	0.00	0.00	40,000.00	.0%	
TOTAL COMMUNITY PRESERVATION	-233,225.00	65,000.00	-168,225.00	-261,286.12	0.00	93,061.12	155.3%	
TOTAL REVENUES	-245,500.00	0.00	-245,500.00	-262,365.12	0.00	16,865.12		
TOTAL EXPENSES	12,275.00	65,000.00	77,275.00	1,079.00	0.00	76,196.00		

YEAR TO DATE BUDGET REPORT
FISCAL YEAR 2024 AS OF APRIL 30, 2024

FOR 2024 10							
ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
	GRAND TOTAL						
-233,225.00	65,000.00	-168,225.00	-261,286.12	0.00	93,061.12	155.3%	

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

TOWN OF LAKEVILLE
Community Preservation Committee
Meeting Minutes
April 18, 2024

On April 18, 2024, the Community Preservation Committee held a meeting at 6:30 PM at the Counsel on Aging, 1 Dear Crossing. The meeting was called to order at 6:32 PM by Chairman Michele MacEachern. Community Preservation Committee Members present were Chairman Michele MacEachern, Nancy LaFave, John Lucey, Susan Spieler, Barbara Standish and Nancy Yeatts. Absent – Kathleen Barrack, Paula Houle, and Amy Knox. LakeCAM did not record the meeting for broadcast.

Review and possible vote Step 2 application:

- A. Clear Pond Park fence – accept 4/5/2024 request from Paula Houle on behalf of Parks Commission to withdraw.

Chairman MacEachern read the email from the Parks Commission to withdraw the application for CPA funding for the fence at Clear Pond Park. The Park Commission was meeting tonight and would officially vote to withdraw.

Review/possible vote on Handout for Town Meeting Warrant Articles for Recommended Projects

Chairman MacEachern drafted a handout for the Spring Town Meeting regarding the two projects that will be presented at Town Meeting. There were a few minor edits made to the handout regarding the doors at the historic Town Hall. Chairman MacEachern asked who will present these projects at Town Meeting. N. LaFave will ask Paul Nee if he will present the doors and Geri Taylor the museum project.

A motion was made by N. Yeatts, and seconded by J. Lucey, it was:

VOTED: accept and approve the handouts for Town Meeting with edits
Unanimous

Review/possible vote on Draft Revisions for Community Preservation Plan

The Committee discussed updates and edits to the Community Preservation Plan. B. Standish will keep a rolling list of changes that will need to be made every year to the Plan. S. Spieler will make all the changes that were discussed, and B. Standish will make sure the formatting is correct. This will be presented at the next meeting. N. Yeatts will talk with Todd Hassett after town meeting to get the correct figures and recommendations for the Appendix charts.

Review/Draft Annual Town Report 2023

Chairman MacEachern presented the draft of the Annual Town Report for 2023. S. Spieler had a few edits that she passed on to the Committee. The Committee discussed other edits that should be made.

A motion was made by N. LaFave and seconded by J. Lucey, it was:

VOTED: to approve the edits to the Annual Town Report
Unanimous

Discuss and possible action on opportunity to participate in Lakeville Day on Sunday, May 5, 2024, 11-3:00 pm at Ted Williams Camp

N. Yeatts offered to put materials on the APC table for the Community Preservation Committee at Lakeville Day. The CPA brochure, the Town Meeting handout and handout showing the projects that were approved last year will be on the table.

Review and approve meeting minutes of April 4, 2024

A motion was made by N. LaFave and seconded by B. Standish, it was:

VOTED: to approve the minutes of April 4, 2024 with one edit.

Unanimous

Next Meeting Date May 16, 2024

A motion was made by B. Standish and seconded by N. LaFave, it was:

VOTED: to adjourn the meeting at 8:06 pm

Unanimous