



TOWN OF LAKEVILLE MEETING POSTING & AGENDA REMOTE MEETING

Town Clerk's Time Stamp
received & posted:

LAKEVILLE TOWN CLERK
RCUD 2021 SEP 7 PM3:16
L. Drane
48-hr notice effective
when time stamped

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

Name of Board or Committee:	Planning Board
Date & Time of Meeting:	Thursday, September 9, 2021 at 7:00 p.m.
Location of Meeting:	<u>REMOTE MEETING</u>
Clerk/Board Member posting notice:	Cathy Murray

Cancelled/Postponed to: _____ (circle one)

Clerk/Board Member Cancelling/Postponing: _____

A G E N D A

1. In accordance with the provisions allowed by Chapter 20 of the Acts of 2021, the September 9, 2021, public meeting of the **Planning Board** will be held remotely. However, to view this meeting in progress, please go to facebook.com/LakeCAM (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>
2. **Site Plan Review, continued – 310 Kenneth W. Welch Drive – Presented by Zenith Consulting Engineers, LLC**
3. **162 Bedford Street-Form C-set hearing date**
4. **Housing Production Plan update**
5. **Correspondence from Harold Card-Recommendation whether to exercise the right of first refusal**
6. **Sign By-law-Discuss amending and related definitions**
7. **Design Standards-Discuss how to implement for business zoned development.**
8. **Julia's Way-Release of Covenant-Update**
9. **Master Plan Implementation – Update-Fee Review Project**
10. **Approve Meeting Minutes for August 12, 2021.**
11. **Old Business**
12. **New Business**
13. **Next meeting. . . September 23, 2021**
14. **Any other business that may properly come before the Planning Board.**
15. **Adjourn**

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



Read the following into the record:

In accordance with the provisions allowed by Chapter 20 of the Acts of 2021, signed by the Governor on June 16, 2021, the September 9, 2021, public meeting of the **Planning Board** will be held remotely. **However, to view this meeting in progress, please go to [facebook.com/lakecam](https://www.facebook.com/lakecam) (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>**

Per Zenith, the changes made to the plan for 310 Kenneth Welch Dr. include the following:

Per Zoning Board of Appeals

1. label the existing 19 spaces in the circular parking area for “Nature’s Remedy”

Per Planning Board

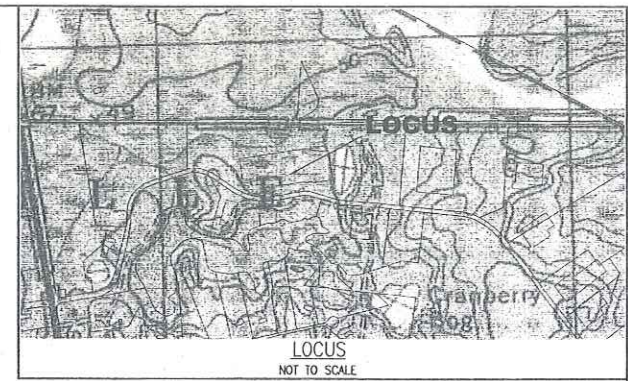
1. show parking areas as shown on Azor Land Sciences Plan.
2. Show fire access behind building

Per Client

1. While the total number of parking spaces remains the same, some of the locations have been moved as shown on this plan

LAKEVILLE PLANNING BOARD

APPROVED: _____
 ENDORSED: _____



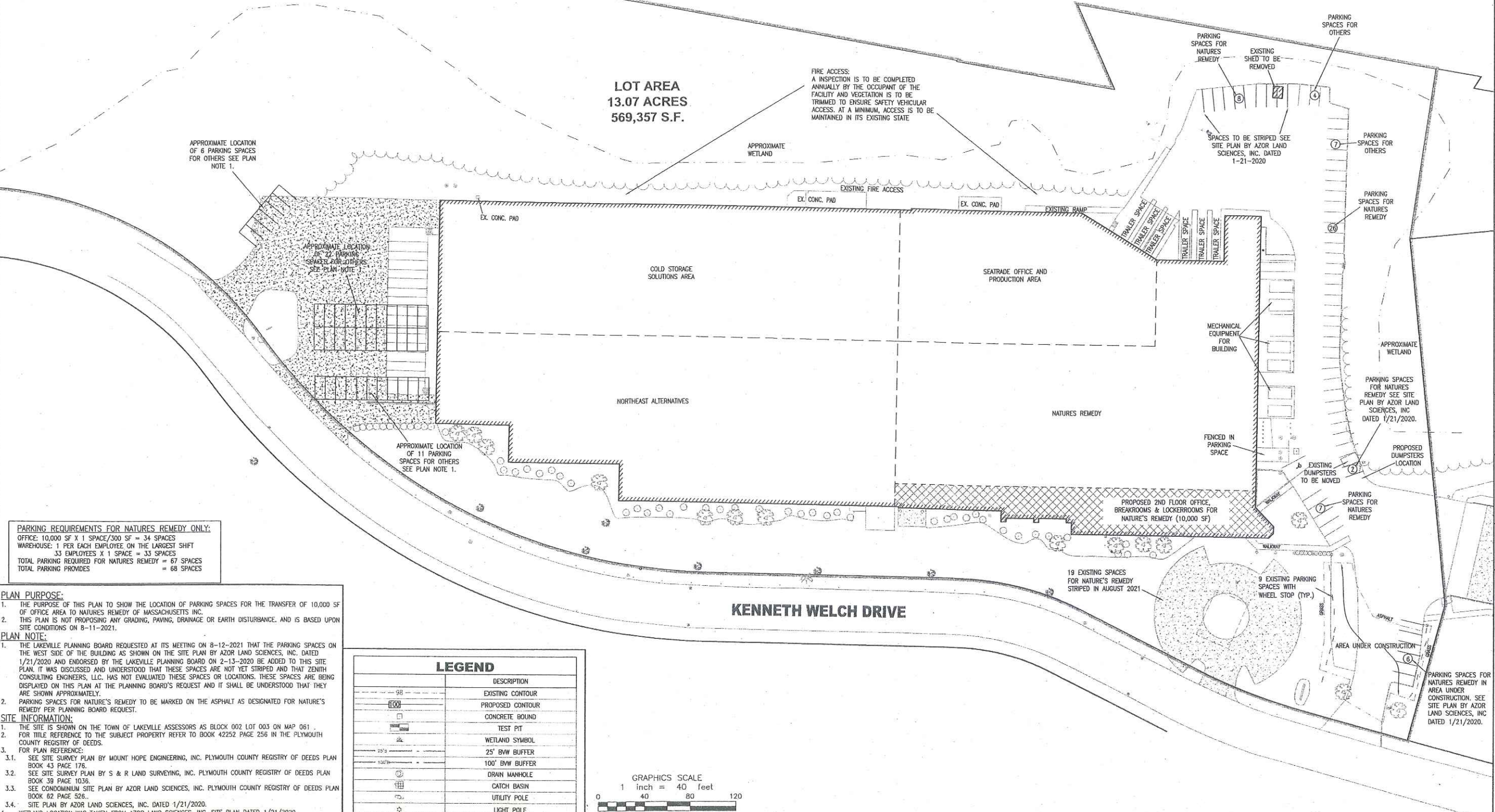
P.E. STAMP 8-73-4021

ZCE ZENITH CONSULTING ENGINEERS, LLC
 3 MAIN STREET LAKEVILLE, MA 02347
 PHONE: (508) 947-4208



LOT AREA
13.07 ACRES
569,357 S.F.

FIRE ACCESS:
 A INSPECTION IS TO BE COMPLETED ANNUALLY BY THE OCCUPANT OF THE FACILITY AND VEGETATION IS TO BE TRIMMED TO ENSURE SAFETY VEHICULAR ACCESS. AT A MINIMUM, ACCESS IS TO BE MAINTAINED IN ITS EXISTING STATE



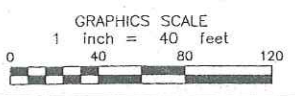
PARKING REQUIREMENTS FOR NATURES REMEDY ONLY:
 OFFICE: 10,000 SF X 1 SPACE/300 SF = 34 SPACES
 WAREHOUSE: 1 PER EACH EMPLOYEE ON THE LARGEST SHIFT
 33 EMPLOYEES X 1 SPACE = 33 SPACES
 TOTAL PARKING REQUIRED FOR NATURES REMEDY = 67 SPACES
 TOTAL PARKING PROVIDED = 68 SPACES

PLAN PURPOSE:
 1. THE PURPOSE OF THIS PLAN TO SHOW THE LOCATION OF PARKING SPACES FOR THE TRANSFER OF 10,000 SF OF OFFICE AREA TO NATURES REMEDY OF MASSACHUSETTS, INC.
 2. THIS PLAN IS NOT PROPOSING ANY GRADING, PAVING, DRAINAGE OR EARTH DISTURBANCE, AND IS BASED UPON SITE CONDITIONS ON 8-11-2021.

PLAN NOTE:
 1. THE LAKEVILLE PLANNING BOARD REQUESTED AT ITS MEETING ON 8-12-2021 THAT THE PARKING SPACES ON THE WEST SIDE OF THE BUILDING AS SHOWN ON THE SITE PLAN BY AZOR LAND SCIENCES, INC. DATED 1/21/2020 AND ENDORSED BY THE LAKEVILLE PLANNING BOARD ON 2-13-2020 BE ADDED TO THIS SITE PLAN. IT WAS DISCUSSED AND UNDERSTOOD THAT THESE SPACES ARE NOT YET STRIPED AND THAT ZENITH CONSULTING ENGINEERS, LLC. HAS NOT EVALUATED THESE SPACES OR LOCATIONS. THESE SPACES ARE BEING DISPLAYED ON THIS PLAN AT THE PLANNING BOARD'S REQUEST AND IT SHALL BE UNDERSTOOD THAT THEY ARE SHOWN APPROXIMATELY.
 2. PARKING SPACES FOR NATURES REMEDY TO BE MARKED ON THE ASPHALT AS DESIGNATED FOR NATURES REMEDY PER PLANNING BOARD REQUEST.

SITE INFORMATION:
 1. THE SITE IS SHOWN ON THE TOWN OF LAKEVILLE ASSESSORS AS BLOCK 002 LOT 003 ON MAP 061
 2. FOR TITLE REFERENCE TO THE SUBJECT PROPERTY REFER TO BOOK 42252 PAGE 256 IN THE PLYMOUTH COUNTY REGISTRY OF DEEDS.
 3. FOR PLAN REFERENCE:
 3.1. SEE SITE SURVEY PLAN BY MOUNT HOPE ENGINEERING, INC. PLYMOUTH COUNTY REGISTRY OF DEEDS PLAN BOOK 43 PAGE 176.
 3.2. SEE SITE SURVEY PLAN BY S & R LAND SURVEYING, INC. PLYMOUTH COUNTY REGISTRY OF DEEDS PLAN BOOK 39 PAGE 1036.
 3.3. SEE CONDOMINIUM SITE PLAN BY AZOR LAND SCIENCES, INC. PLYMOUTH COUNTY REGISTRY OF DEEDS PLAN BOOK 62 PAGE 526.
 3.4. SITE PLAN BY AZOR LAND SCIENCES, INC. DATED 1/21/2020.
 4. WETLAND LOCATION WAS TAKEN FROM AZOR LAND SCIENCES, INC. SITE PLAN DATED 1/21/2020.

LEGEND	
	EXISTING CONTOUR
	PROPOSED CONTOUR
	CONCRETE BOUND
	TEST PIT
	WETLAND SYMBOL
	25' BWV BUFFER
	100' BWV BUFFER
	DRAIN MANHOLE
	CATCH BASIN
	UTILITY POLE
	LIGHT POLE



REV.	DATE	DESCRIPTION	BY	APP.
1	8-12-21	CHANGES PER ZBA	JLB	NCZ
2	8/23/21	CHANGES PER ZBA	JLB	NCZ

DATE: 8-12-21
PROJECT NUMBER: 0813-01-01
DRAWING SCALE: 1" = 40'
CHECKED BY: NCZ
APPROVED BY: JLB

SHEET NAME: SITE PLAN
PROJECT SITE: 310 KENNETH WELCH DRIVE LAKEVILLE, MASSACHUSETTS
CLIENT INFO: NATURES REMEDY OF MASSACHUSETTS, INC. 69 MILK STREET, SUITE 110 WESTBOROUGH, MASSACHUSETTS

#4

Cathy Murray, Appeals Board Clerk

From: Barbara <bmancovsky@comcast.net>
Sent: Monday, August 30, 2021 6:00 PM
To: Cathy Murray, Appeals Board Clerk; Mark Knox
Subject: Fwd: Lakeville Housing Production Plan

Hi Cathy - Can you please include this email and the references samples in the package for our next meeting?

Thank you!

-

Barbara

Begin forwarded message:

From: Taylor Perez <tperez@srpedd.org>
Date: August 30, 2021 at 12:39:00 PM EDT
To: bmancovsky@comcast.net, mark knox <mjknox05@gmail.com>, Ari Sky <asky@lakevillema.org>
Subject: RE: Lakeville Housing Production Plan

Hi all,

I wanted to send over some analysis examples for your consumption at the next PB meeting. The first is from [a study we did in New Bedford](#) using data from The Warren Group. The second is from [our ongoing Master Plan/HPP](#) in North Attleborough using a combination of data, including data from TWG.

The idea behind the Displacement and Foreclosure Analysis is to examine if there is a high rate of foreclosures and/or distressed sales in town, and how those may be affecting vulnerable populations. For example, we may ask, "Are these distressed sales or new development leading to displacement and disrupting community continuity? Are lower- and moderate-income families (un)able to afford living in town?"

The Home Mortgage Analysis looks at mortgage approval/denial rates, median sale prices, and cash sale rates. This gives an idea of how competitive the market is in town and may help us discern future issues, for example, if young families are able to afford/compete* in the local housing market (my fiancé and I just went through this in our home city as first time buyers!).

*Example: In a market with a high rate of cash sales, first time buyers with 100% financing will have a difficult time competing with seasoned buyers utilizing conventional loans or buyers paying in cash.





I hope this helps! Please let me know if the links do not work or if you have any questions!

Thanks all,



Taylor Perez she/her

**Senior Comprehensive Planner
& Community Engagement Specialist**

 tperez@srpedd.org
 401-834-0343 (Preferred; Call 9:00am-7:00pm)
 508-824-1367 ext. 310
 88 Broadway, Taunton, MA 02780

Dial 711 to use MassRelay

Please be advised that the Massachusetts Secretary of State considers e-mail to be a public record and therefore subject to the Massachusetts Public Records Law, M.G.L. c. 66 § 10.

From: Barbara <bmancovsky@comcast.net>
Sent: Tuesday, August 17, 2021 10:13 AM
To: Taylor Perez <tperez@srpedd.org>
Cc: mark knox <mjknox05@gmail.com>; asky@lakevillema.org
Subject: Re: Lakeville Housing Production Plan

Thanks Taylor -

If you could please send the samples that would be very helpful. Our next meeting is the first week of September and we would like to have a discussion about it at that time.

-

Barbara

On Aug 17, 2021, at 9:23 AM, Taylor Perez <tperez@srpedd.org> wrote:

Hey all,

Happy to provide analysis examples if needed. Again, also happy to discuss via Zoom or cell if that would help! If you have discussed already just let me know the outcome and if there is anything additional you may need from me.

Thanks everyone!

<image001.png>

From: mark knox <mjknox05@gmail.com>
Sent: Wednesday, August 11, 2021 7:39 PM
To: bmancovsky@comcast.net
Cc: Taylor Perez <tperez@srpedd.org>; asky@lakevillema.org
Subject: Re: Lakeville Housing Production Plan

Ari and Barbara,

We can and will discuss this at tomorrow nights PB meeting to discuss and decide which option to act on.

Mark

Sent from my iPhone

On Aug 11, 2021, at 4:31 PM, bmancovsky@comcast.net wrote:

Hi Taylor -

Would you be able to send us a sample of the report listed on line 13, called "Displacement & Foreclosure Analysis"? Also, the "Home Mortgage Analysis"?

Mark - We can bring up in new business tomorrow night if you like. At first glance I'd say we need a Tier 1, because we don't really need workshops since the plan is just getting updated.

On 08/11/2021 4:08 PM Taylor Perez
<tperez@srpedd.org> wrote:

Ari,

The quotes are still valid, yes! And the timelines are roughly as follows:

Tier 1: 9 - 12 months

Tier 2: 12 - 18 months

Tier 3: 18 - 24 months

Thank you!

<image002.png>

From: Ari Sky <asky@lakevillema.org>
Sent: Wednesday, August 11, 2021 3:40 PM
To: Taylor Perez <tperez@srpedd.org>;
bmancovsky@comcast.net; Grant King
<gking@srpedd.org>; Jeffrey Walker
<jwalker@srpedd.org>
Cc: mark knox <mjknox05@gmail.com>
Subject: RE: Lakeville Housing Production Plan

Taylor –

Thanks for the information. Mark, we'll need some guidance from the Planning Board as to which scenario you would like to pursue. Two questions: (1) are these quotes still valid?, and (2) what would be the timeline for the different scenarios?

Ari J. Sky

Town Administrator

Town of Lakeville

346 Bedford Street

Lakeville, Massachusetts 02347

asky@lakevillema.org

(508) 946-8803

<image001.jpg>

From: Taylor Perez <tperez@srpedd.org>
Sent: Wednesday, August 11, 2021 3:32 PM
To: bmancovsky@comcast.net; Grant King
<gking@srpedd.org>; Jeffrey Walker

<jwalker@srpedd.org>

Cc: mark knox <mjknox05@gmail.com>; Ari Sky

<asky@lakevillema.org>

Subject: RE: Lakeville Housing Production Plan

Replying all to make sure Ari gets the thread! Got a bounce-back from the previous email. Let me know if any information was lost. I've reattached the HPP Tiers excel file just to be sure.

Thanks and apologies for the confusion!

From: Taylor Perez

Sent: Wednesday, August 11, 2021 3:21 PM

To: bmancovsky@comcast.net; Grant King

<gking@srpedd.org>; Jeffrey Walker

<jwalker@srpedd.org>

Cc: mark knox <mjknox05@gmail.com>;

asky@lakevillema.org

Subject: RE: Lakeville Housing Production Plan

Hi all,

Thanks for reaching out, Barbara. We'd be happy to discuss this! We've attached a guide to our "tiers" of Housing Production Plans. Each step up in the tier list corresponds to an increase in the plan's overall nuance and level of public engagement. The Summary tab is a nice way to see the differences amongst our three tiers and each corresponding sheet explains the price breakdown. Our HPPs at the Tier 2 and Tier 3 level are typically 1 - 1.5 year projects, so early 2022 would be a perfect time for kick off if there is interest at those levels. Approximately half of project could likely be funded through [SRPEDD's 2022 DLTA funding](#) (which is in the state FY22 budget); the remaining funds could come from Town Meeting (preferred), a potential 2023 DLTA award (not guaranteed), or some other source (e.g. Community Compact Cabinet).

Please let me know if you have any questions, I'm happy to set up a Zoom/phone call!

Thanks,

<image002.png>

From: bmancovsky@comcast.net
<bmancovsky@comcast.net>
Sent: Wednesday, August 11, 2021 12:09 PM
To: Grant King <gking@srpedd.org>; Jeffrey Walker <jwalker@srpedd.org>
Cc: Eric Arbeene <earbeene@srpedd.org>; mark knox <mjknox05@gmail.com>; Taylor Perez <tperez@srpedd.org>; aski@lakevillema.org
Subject: Re: Lakeville Housing Production Plan

Hello Grant and Jeff - Miss seeing you guys in person! Hopefully someday soon...

We need to put together some budget figures for this project. I have copied Ari Sky, our new Town Administrator. Do you mind letting him know what you think would be a reasonable figure for us to propose at a potential fall town meeting?

Thank you!

On 04/06/2021 1:00 PM Grant King <gking@srpedd.org> wrote:

Barbara:

Good afternoon! We'd be very happy to explore this work with you. My colleagues Eric Arbeene and Taylor Perez are Cc'ed here. We've attached a range of options for you to consider in terms of approach. Please explore the Summary tab and three detailed tabs to get a sense of our work.

In terms of timing, may we suggest that you consider beginning this process later this year or early next? We recommend this for a few reasons: (1) The new 2020 Census data should be available this fall; this is key to some of the demographic and socioeconomic data points - especially the "year-round housing units" denominator that DHCD uses to calculate Lakeville's Subsidized Housing Inventory (SHI) percentage; a recent SHI report for Lakeville is also attached here. Also, (2) if DLTA continues to be included in the state budget, this program could fund some or all of your project; we should have a good sense of DLTA's prospects later this summer/fall. And finally, (3) your HPP is technically still valid until early 2023 - although we do understand that you may feel a more urgent need to begin the update; under normal circumstances, a community would start the process of updating its HPP about 12 months prior to its "expiration date."

Happy to answer any specific questions via email or to schedule a Zoom to chat.

Regards,

Grant

--

Grant J. King, AICP (he/him)

Director of Comprehensive Planning and Housing

SRPEDD

88 Broadway

Taunton, MA 02780

Phone: 508.824.1367 (314)

Fax: 508.823.1803

Dial 711 to use MassRelay

SRPEDD is open for business! However, due to the COVID-19 pandemic, we are working remotely. **The best way to contact us is via email.**

Please be advised that the Massachusetts Secretary of State considers e-mail to be a

public record and therefore subject to the
Massachusetts Public Records Law, M.G.L.
c. 66 § 10.

From: bmancovsky@comcast.net
<bmancovsky@comcast.net>
Sent: Tuesday, April 6, 2021 9:27 AM
To: Jeffrey Walker
<jwalker@srpedd.org>
Cc: Grant King <gking@srpedd.org>;
Eric Arbeene <earbeene@srpedd.org>;
mark knox <mjknox05@gmail.com>
Subject: RE: Lakeville Housing
Production Plan

Hi Grant -

Our community would like to determine costs for updating our HPP. It was last updated in 2017 and we have had a lot of growth since that time.

I look forward to your feedback.

Thank you -

Barbara Mancovsky
Lakeville, MA

> On 03/25/2021 4:53 PM Jeffrey
> Walker <jwalker@srpedd.org> wrote:
>
>
> Hey Barbara,
>
> Good to see you last evening.
>
> Absolutely. Probably the best people
> to speak to in that regard are Grant,
> who can assist you with timing and cost
> information, including when one might
> expect there to be a window for us to

assist were the town interested in moving forward, and both he and also Eric who can provide helpful guidance as to technical aspects--how long an HPP update generally takes, steps in the process, community involvement, etc.

>

> Is this more or less the type of information you were after?

>

> If so, Grant and Eric--if one or both of you would kindly get back to Barbara as to possibilities along with answers to any other questions she might have about the Department's growing housing-related technical assistance offerings, along with a cc: to me that would be great.

>

> Thank you much Barbara/Grant and Eric!

>

> Jeff

>

> -----Original Message-----

> From: Barbara Mancovsky
<bmancovsky@comcast.net>

> Sent: Thursday, March 25, 2021 10:19 AM

> To: Jeffrey Walker
<jwalker@srpedd.org>

> Subject: Re: Lakeville Housing Production Plan

>

> Hi Jeff -

>

> I see we spoke about this last year. Can you please email me your thoughts on how we should be updating our Housing Production Plan? I don't want to create a big project, but I want to keep track of it.

>

> Thank you -

>

>

>> On 01/22/2020 6:30 PM Barbara
<bmancovsky@comcast.net> wrote:

>>

>>

>> Hi Jeff -

>>

> > We would like to find out what would be involved with getting an update to our 2017 Housing Production Plan. It is important that we know whether or not we are currently in compliance as development in town keeps moving fast!

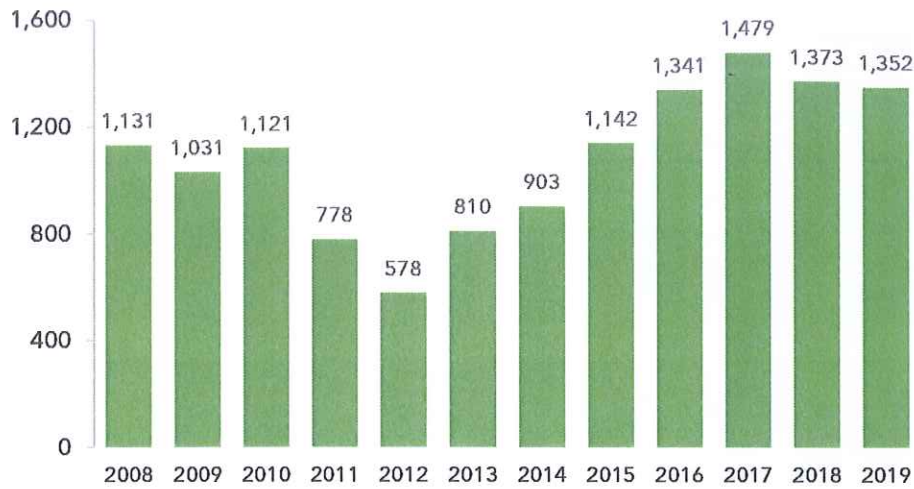
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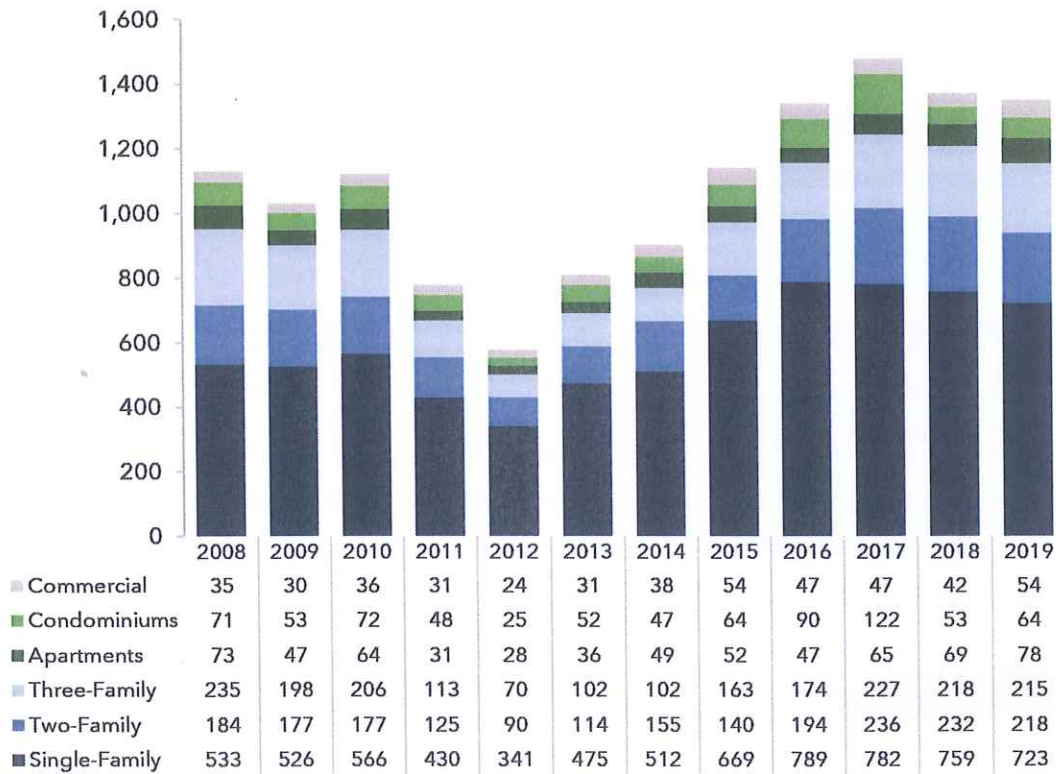
> > Barbara

New Bedford Citywide Property Sales



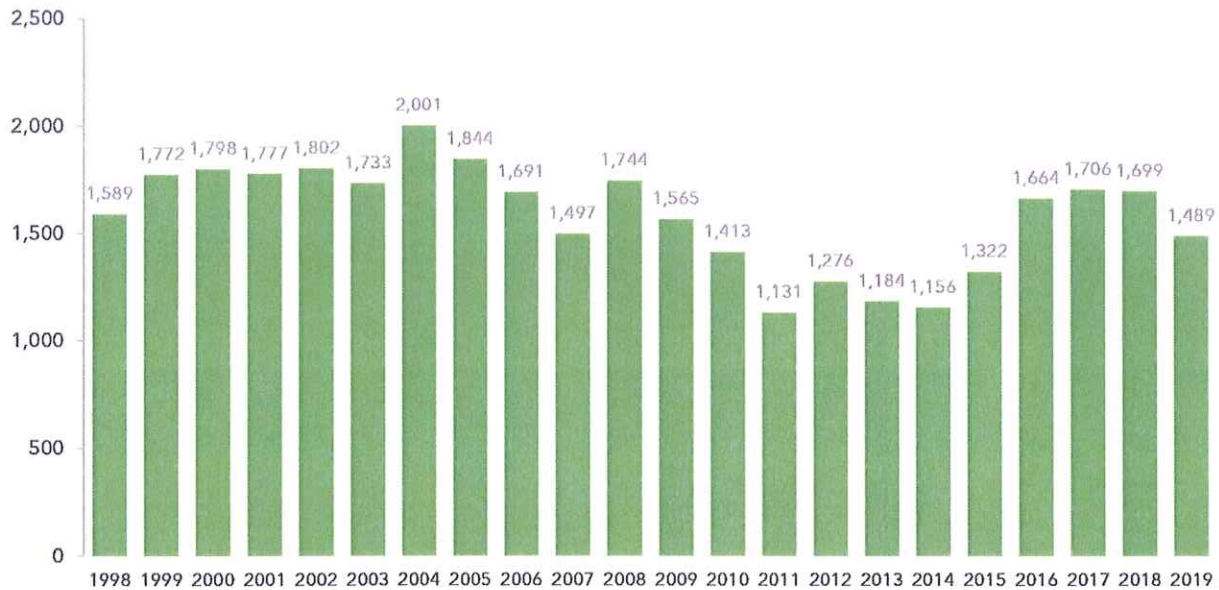
Total property sales for the following property types (as described by the Warren Group): Apartments, single-family homes, two-families, three-families, condominiums, and commercial properties. There is a significant dip in sales from 2010 to 2012. Property sales increase hereafter and peak in 2017 at 1,479 total sales.

New Bedford Citywide Property Sales by Use



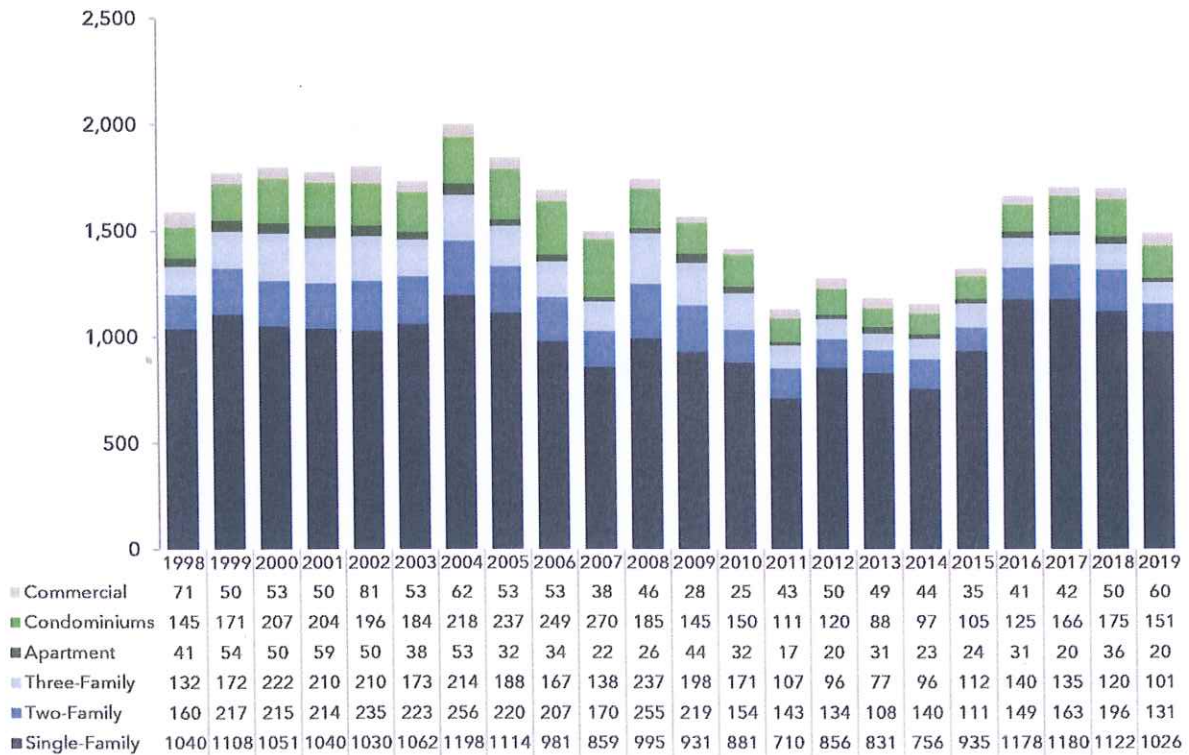
Total property sales (with the uses as described above), broken down by their corresponding uses. Single-family home sales begin to plateau from 2016 on.

Brockton Citywide Property Sales



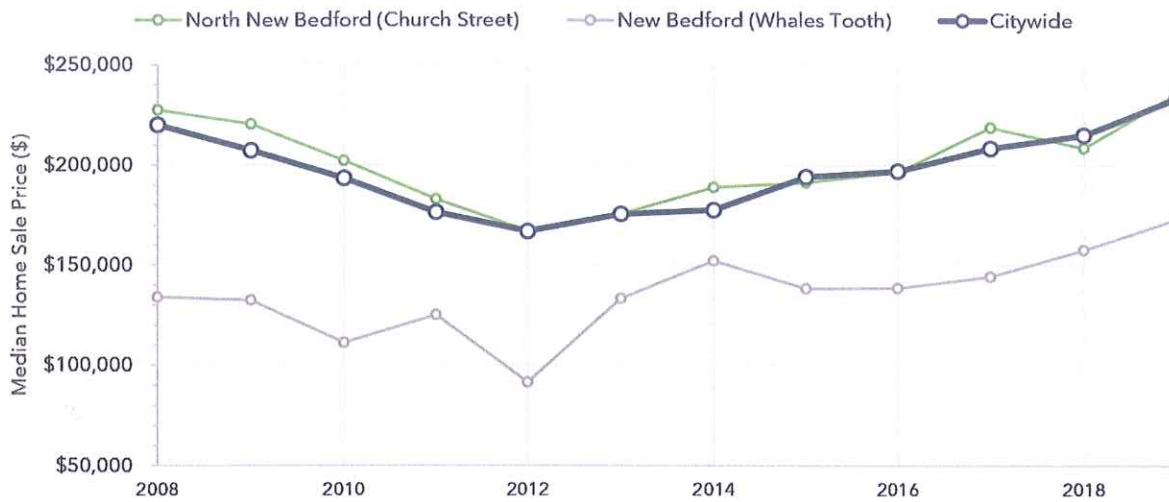
Total property sales in Brockton from 1998 to 2019. The dip in property sales, as seen in New Bedford, also appears to occur in Brockton from 2008 to 2011. Sales peak in 2017 at a total of 1,706.

Brockton Citywide Property Sales by Use



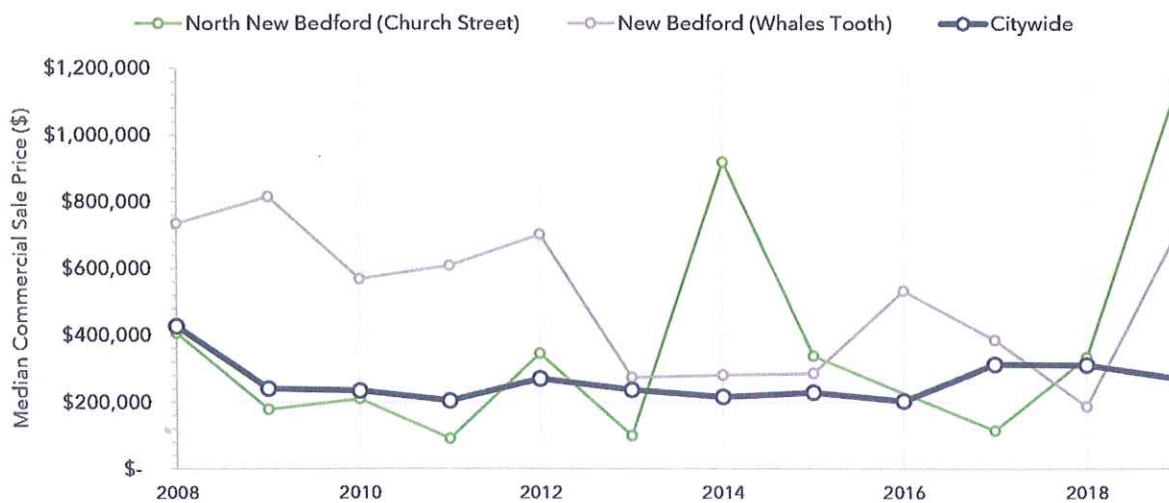
Total property sales in Brockton broken down by use. Like New Bedford, single family homes appear to plateau around 2016.

New Bedford Single Family Median Home Prices



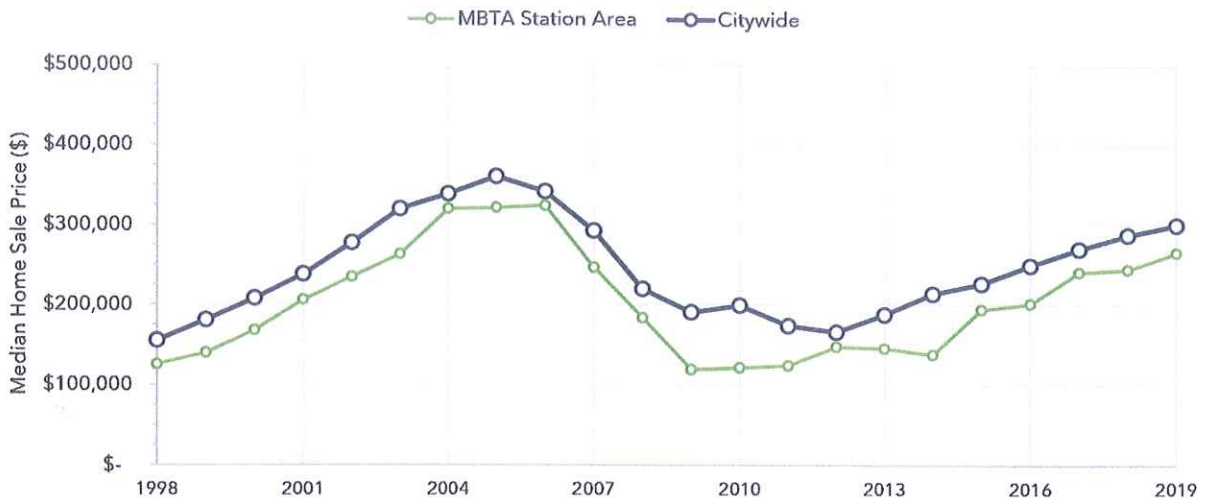
Single family home prices in New Bedford have been consistent through time since the recession and were at their lowest in 2012 (coinciding with the City's overall drop in sales). They have since began to rise and hover around \$240,000 in 2019. The North New Bedford site tracks the citywide trend closely, while the New Bedford site trends lower in price, around \$180,000 in 2019.

New Bedford Commercial Median Sale Prices



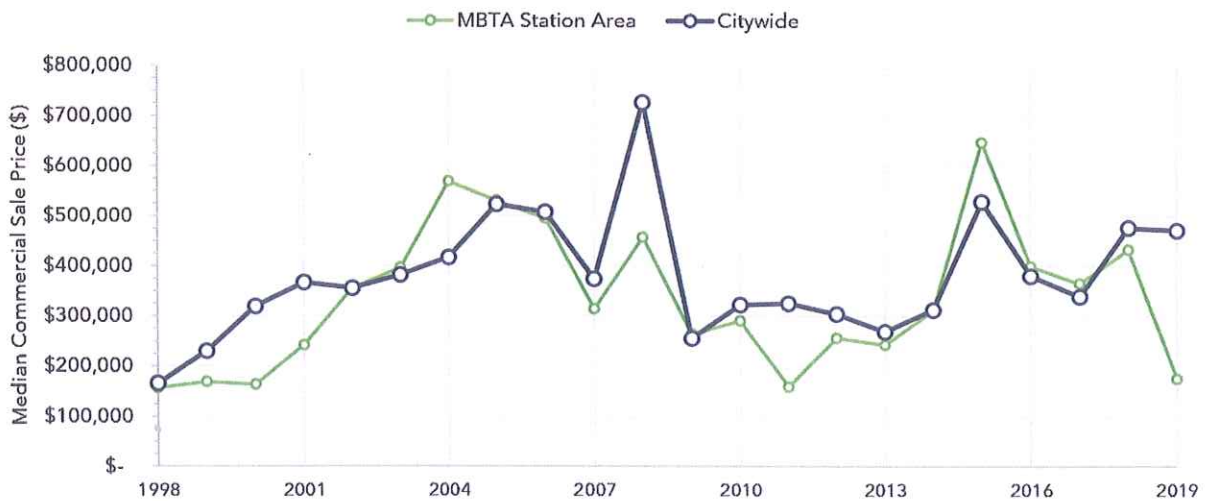
Citywide commercial property prices have been consistent through time, around \$200k-\$300k. The North New Bedford site's commercial property prices are much less consistent through time, with large spikes occurring in 2014 and 2019. This volatility is likely due to the small number of sales that have occurred within the site perimeters. The New Bedford site also behaves sporadically, generally declining through time until a sharp rise in median price in 2019.

Brockton Single Family Median Home Prices



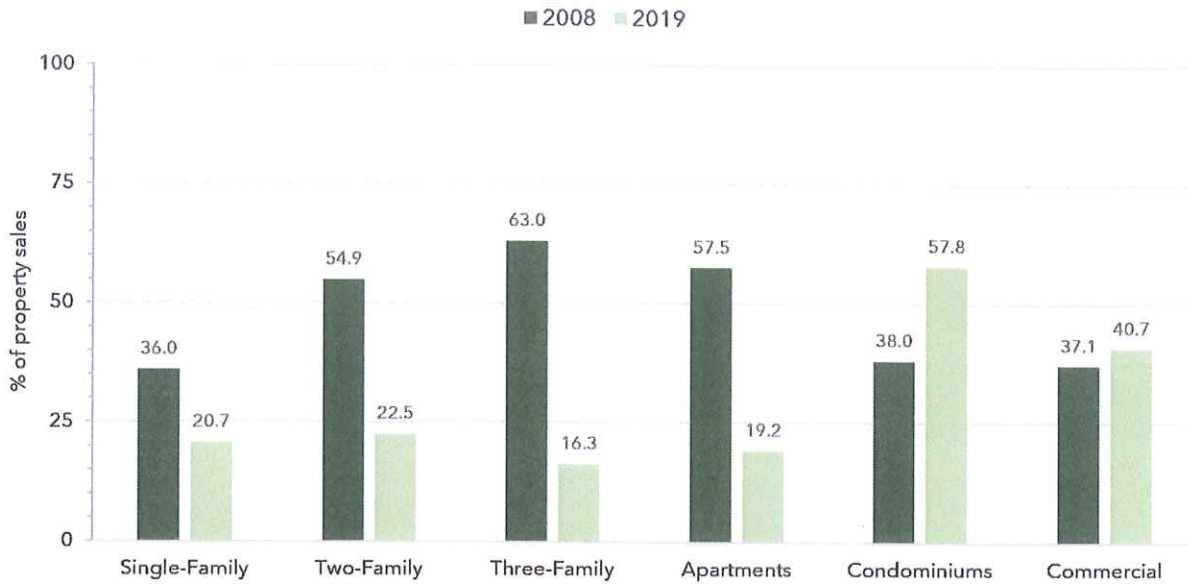
There are similar single-family home price trends in Brockton. From 2005 on, prices fall to a minimum in 2012 and rise thereafter. As of 2019, the median price of a single-family home was around \$300,000. Single-family homes within the MBTA station area in Brockton follow the citywide trend, however, overall prices are slightly lower.

Brockton Commercial Median Sale Prices



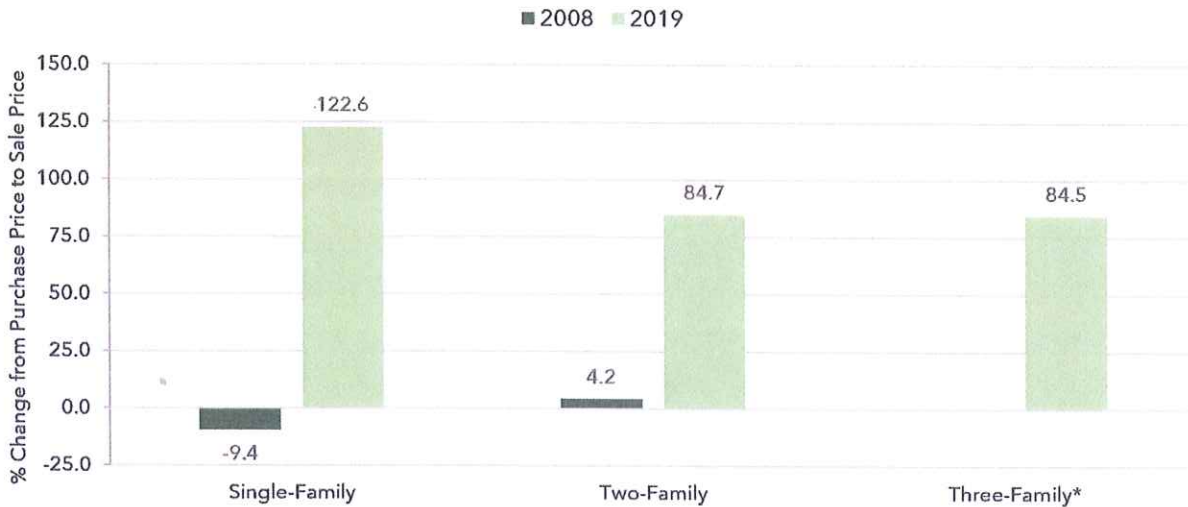
Commercial sale prices in Brockton peak in 2008 at over \$700,000. This is followed by a significant drop in overall price in 2009 to under \$300,000. Prices appear to recover from 2014 on. Sales within the MBTA station area track the citywide trends, with small deviations occurring in 2000, 2004, and 2011. There is a sharp decrease in median price in 2019 as compared to the citywide median.

New Bedford Cash Sale Rate by Use, 2008 and 2019



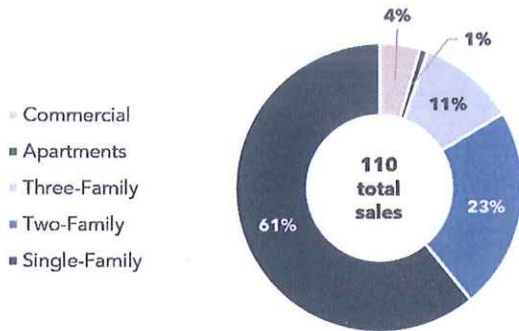
Cash sale rates in New Bedford have decreased since the onset of the recession in 2008 for most residential uses except for condominiums, which have increased to around 58% of all sales. Commercial properties have similar cash sale rates in 2008 and 2019, near 40%.

New Bedford Rate of Return on Residential Flips by Use

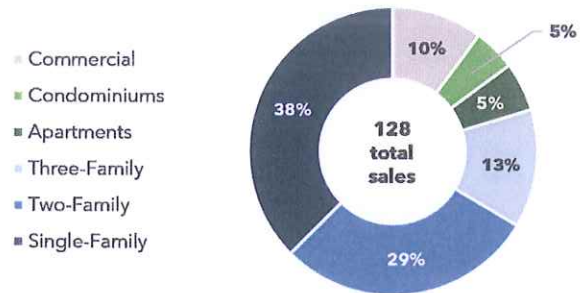


The rate of return on flips in New Bedford has increased dramatically for the major residential categories. Flips also represent a significantly larger percentage of sales now for single-families, two-families, and three-families, about 20%, 16%, and 18%, respectively.

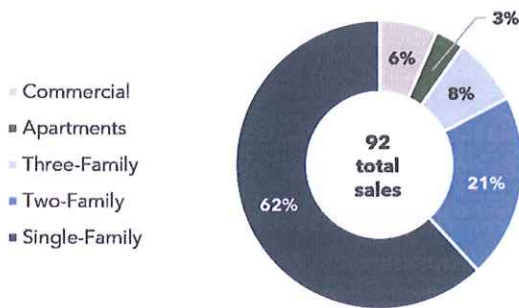
North New Bedford (Church Street) Property Sales by Use, 2017



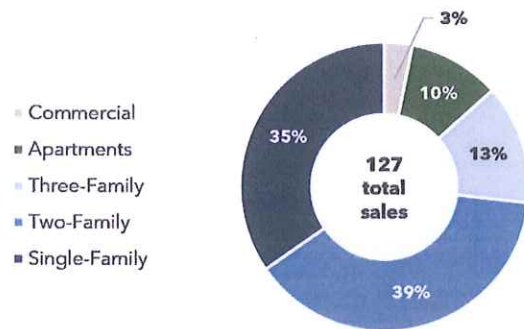
New Bedford (Whales Tooth) Property Sales by Use, 2017



North New Bedford (Church Street) Property Sales by Use, 2018

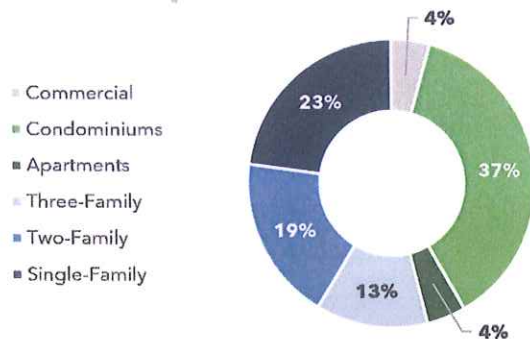


New Bedford (Whales Tooth) Property Sales by Use, 2018

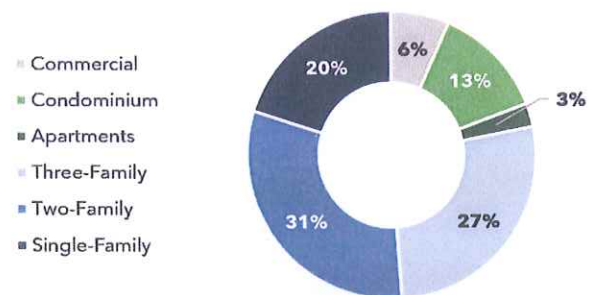


The proportion of sales by use does not change considerable within the North New Bedford site after the announcement of Phase 1 of the South Coast Rail project in 2017. Condominiums make up 5% of sales at the New Bedford site in 2017, while there are no recorded sales of them in 2018. Commercial property sales also decrease from 2017 to 2018 within the New Bedford site.

Brockton MBTA Station Area Property Sales by Use, 2007



Brockton MBTA Station Area Property Sales by Use, 2008



The proportion of sales in Brockton changes significantly from the introduction of TOD zoning in 2007. Condominiums make up a large proportion of sales in 2007 at 37%, dropping to 13% in 2008. Two-family home sales increase from 19% in 2007 to 31% in 2008.

#4



Housing Production Plan Workshop #1

Housing Production Plan Workshop #1

Housing Needs and Goals

North Attleborough Master Plan

May 25, 2021

Introduction



Discovery Workshop

Completed February 9th & 11th, 2021 via Zoom

Land Use, Housing, & Economic Development Workshop

Completed April 12th & 14th, 2021 via Zoom

★ Housing Production Plan Workshop #1

May 25th, 2021 via Zoom

★ **WE ARE HERE**

Housing Production Plan Workshop #2

Summer 2021

Future workshops to be announced.

"The Basics"

What is a Housing Production Plan?

A Housing Production Plan (HPP) is a **community's proactive strategy for planning and developing affordable housing**. It's developed with opportunities for residents and stakeholders to become informed of the planning process and the plan, and to provide input. HPPs assist communities to plan for low- and moderate-income residents by **providing a diverse housing supply**.

Key Components

An HPP consists of three elements or sections:

- **Housing Needs Assessment** that analyzes the community's demographics and housing stock, the community's future population and housing needs, as well as identifying development constraints and limitations that hamper the development of affordable housing.
- **Affordable Housing Goals** that address housing needs of the community and provide for a range of housing types, including rental, homeownership as well as for families, individuals, persons with special needs, and the elderly.
- **Implementation Strategies** by which the community will achieve its housing production goals as well as a timeframe/schedule for achieving the goals identified.

Why Complete One?

Create More Local Control over 40B Proposals

HPPs give communities that are under the 10% threshold of Chapter 40B but are making steady progress in producing affordable housing on an annual basis, more control over comprehensive permit applications for a specified period of time.

Ensure Adequate Housing & Equity

Safe, accessible, affordable housing promotes equity and opportunity for all members of a community. A quote from the Stanford Social Review describes the intersections of housing and wellbeing:



High-quality, stable housing is central to the health and wellbeing of all families. It helps foster relationships and opportunities in communities, limits chronic stress, and allows families to support positive child development.

Support the Commonwealth's Commitment to Housing

The Baker-Polito Administration's ***Housing Choice Initiative*** provides incentives, technical assistance, and targeted legislative reform to encourage municipalities to plan and build diverse housing stock. Importantly, it supports the administration's commitment to produce 135,000 new housing units statewide by 2025.

- Community Capital Grant Program - funds infrastructure improvements in those communities that have shown commitment to advancing sustainable housing production.
- Numerous Technical Assistance programs offered by numerous state and regional agencies.

Key Terms

“affordable” vs. “Affordable”

“affordable” housing is:

- a household that is spending less than than 30% of the household income on basic costs (mortgage, rent, and utilities)

“Affordable” housing is:

- subsidized by a public agency, non-profit, or a limited dividend company
- income-restricted to households with incomes at or below 80% of area median income
- deed restriction

Area Median Income (AMI)

Area Median Income (AMI) is a metric calculated by the U.S. Department of Housing and Urban Development (HUD) that demonstrates the midpoint of a specific region's household income. It is used to determine the income eligibility requirements of state and federal housing programs.

Chapter 40B & “Comprehensive Permit”

Chapter 40B is a state statute, which enables local Zoning Boards of Appeals to approve affordable housing developments under flexible rules if at least 20-25% of the units have long-term affordability restrictions.

A comprehensive permit is a permit for the development of Low or Moderate Income Housing issued by a Board or the Committee pursuant to the M.G.L. c. 40B §§ 20 (Chapter 40B) through 23 and 760 CMR 56.00.

Subsidized Housing Inventory

The Subsidized Housing Inventory is used to measure a community's stock of low-or moderate-income housing for the purposes of M.G.L. Chapter 40B, the Comprehensive Permit Law. While housing developed under Chapter 40B is eligible for inclusion on the inventory, many other types of housing also qualify to count toward a community's affordable housing stock.

Approved Housing Production Plan

An approved Housing Production Plan (HPP) must meet all required regulations and guidelines and be adopted by the town's Planning Board and Town Council and approved by the Massachusetts Department of Housing and Community Development (DHCD). An approved HPP is a prerequisite to a certified HPP.

Certified Housing Production Plan

Upon the Massachusetts Department of Housing and Community Development's (DHCD) determination that the town has produced units that are affordable to low- or moderate-income households totaling at least 0.5% (58 units) of 1% (116 units) of year-round housing units in one calendar year and in accordance with the approved plan.

Certification lasts for one year if the community has produced 0.5% of year-round housing units or two years if it has produced 1.0%. Once a Plan is certified the town's Zoning Board of Appeals has the ability to deny a Chapter 40B Comprehensive Permit.

What We've Heard From You

via the Master Plan Survey.

Housing Preferences

Where's the viz?

The interactive content that usually shows here could not be found. It may have been removed or renamed. Please check back soon.

 Request ID:
YTdsm9RDZ67qwbj2Xa6XGQAAA3s.

In the meantime, you can browse this [Gallery](#) of other cool interactive

There is still demand for single-family homes on large lots, but there is growing interest in single-family homes on smaller lots, townhouses, duplexes, and condominiums to create a greater variety in housing density and affordability.

Other Answers Included:

- 55+ Housing
- Affordable Housing
- Reuse Existing Buildings
- No More Housing

Affordable Housing



The majority of survey respondents were not sure or did not believe there are sufficient affordable housing options in North Attleborough.



The Data Behind Housing in North Attleborough

Population & Age Trends

North Attleborough’s population grew at a higher rate than Bristol County and the state through the 1990’s and early 2000’s, but the rate of growth has slowed considerably in recent years.

North Attleborough’s median age increased 3.9 years from 2000 to 2019. The “Retirement Age” population increased by 6.9%, while the “School Age” population decreased by 3.2%.

Source: United States Census Bureau, American Community Survey 2015-2019



Household Trends

North Attleborough’s total households increased between 2010 and 2019 by **1.2%**. Household sizes have increased slightly over time.

Source: American Community Survey, 2015-2019.

Median Household Income

In 2019, North Attleborough's median household income was estimated at **\$92,886**. When compared to Bristol County and the Commonwealth, North Attleborough is relatively affluent.

Source: American Community Survey, 2015-2019.

Housing Affordability

A household is considered "cost-burdened" if it spends **more than 30%** of its income on housing costs and "severely cost-burdened"

if it spends more than 50% of its income on housing costs. In North Attleborough, just under one quarter of homeowners and one-third of renters are considered "cost-burdened" and almost 9% of homeowners and 15% of renters are "severely cost-burdened."

Source: U.S. Department of Housing and Urban Development (HUD), 2017.

Subsidized Housing Inventory

In order to gain control over the Chapter 40B process, North Attleborough must have 10% of its housing stock on the state's Subsidized Housing Inventory (SHI) or meet annual production goals; it currently has only 3.1%.

Source: Commonwealth of Massachusetts Department of Housing and Community Development (DHCH), 2020.

Housing Stock Age

Slightly more than 60% of North Attleborough's housing stock is more than 40 years old. In the absence of consistent maintenance, the relative age of this housing stock can indicate reduced quality and value.

Source: United States Census Bureau, American Community Survey 2015-2019

Housing Tenure

The ratio of owner-occupied to renter-occupied housing units has been roughly consistent over the past five years, with about **2/3** of housing units being owner-occupied.

Source: United States Census Bureau, American Community Survey 2015-2019

Mortgage Trends

Mortgage applications in North Attleborough peaked in 2012 and swiftly dropped in 2014. Since then, applications have been steadily increasing, with **nearly 2,000** applications in 2020.

Source: Home Mortgage Disclosure Act (HMDA), 2019.

Mortgage Approval Rates

Mortgage approval rates have been roughly consistent, hovering between **50-60% approved** since 2009.

Source: Home Mortgage Disclosure Act (HMDA), 2019.

Home Sale Trends

Sale prices have been on the rise in North Attleborough in recent years, notably among two- and three-family homes. As of 2020, the median home sale prices for residential properties were:

- **Single Family:** \$395,500
- **Two Family:** \$380,000
- **Three Family:** \$445,000
- **Condominiums:** \$228,500

Source: The Warren Group, 2020.

Cash Sales Rates

A cash sale is when a property is purchased entirely in cash without a mortgage or other loans. These offers are usually placed by investors, and buyers often prefer these types versus ones that are contingent on a mortgage. A buying environment with a high presence of cash sales may make it difficult for traditional homebuyers to enter the market.

Cash sale rates in North Attleborough are the highest amongst single family homes, with **roughly 16%** of sales without a listed mortgage.

Source: The Warren Group, 2020.

Discussion

Cost-Burdened Exercise

A household is considered "cost-burdened" if it pays more than 30% of its income on housing and "severely cost-burdened" if it pays more than 50%. This includes rent or mortgage payments, and utilities. For example:

- **Renter:** $[\$1,500 \text{ (mon. rent)} + \$200 \text{ (mon. utilities)}] / \$4,000 \text{ (mon. gross income)} = 42\%$
- **Owner:** $[\$2,200 \text{ (mon. mort.)} + \$200 \text{ (mon. utilities)}] / \$7,000 \text{ (mon. gross income)} = 34\%$

Think about your situation. How close are you to these examples above?

Discussion Questions

Let's discuss housing needs and goals in more detail:

- What populations in town have the greatest housing needs? What are these needs? What can be done to address these needs?
- Where do you envision future housing in North Attleborough being located? Where would you put more starter homes (smaller lots, smaller square footage)? More small multi-family? More mid-size apartments? More mixed-use development?
- What areas in town aren't suitable for more housing and why? Can these constraints be alleviated?

Additional Exercises

Housing Preferences Survey

This activity will let you rank your choice on what housing stock in North Attleborough should look like in 10 years. [Click here to take our housing preferences survey.](#)

Mapping Exercise

This activity will let you draw a shape or place a point on the map to let us know your thoughts about housing in town. [Click here to participate in our mapping exercise.](#)

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October 21, 2021

Harold B. Card
8 Barstow St.
Lakeville Ma
02347

5089478361

Lakeville Board of Assessors
Lakeville Board of Selectmen
Lakeville Planning Board
Lakeville Conservation Commission.

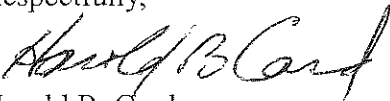
Dear Board Members,

I intend to sell a portion of my property registered under Chapter 61A, for the purpose of residential development. The property under discussion is that identified as map 18, block 1 lot 2B., Montgomery St. Lakeville Ma. See attached plot plan.

I am notifying the Town of Lakeville so you can act on the First Right of Refusal for this property or release it so it can be sold.

Enclosed please find plot plan and copies of the Purchase and Sales Agreement.

Respectfully,



Harold B. Card

STANDARD RESIDENTIAL PURCHASE AND SALE AGREEMENT [#503]
(With Contingencies)

The parties make this Agreement this 1 day of Aug 2001 This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties: Harold B. Card the "SELLER," agrees to sell and Kris J. Fabroski the "BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises. The premises (the "Premises") consist of: (a) the land with any and all buildings thereon known as Lot 1 Corner of Barstow & Montgomeria, Lakeville MAP 18, Block 1, Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, as more specifically described in a deed recorded in the Registry of Deeds at Book Page [Certificate No.], a copy of which is / is not [choose one] attached; and

(b) all structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, towel racks, built-in dishwashers, garbage disposals and trash compactors, stoves, ranges, chandeliers, electric and other lighting fixtures, burglar and fire alarm systems, mantelpieces, wall-to-wall carpets, stair carpets, exterior television antennas and satellite dishes, fences, gates, landscaping including trees, shrubs, flowers; and the following built-in components, if any: air conditioners, vacuums systems, cabinets, shelves, bookcases and stereo speakers, and but excluding [insert references to refrigerators, dishwashers, microwave ovens, washing machines, dryers or other items, where appropriate]

3. Purchase Price: The purchase price for the Premises is \$ 139,450.00 (150,000 - Engagear Fee = 139,450.00 dollars) of which \$ were paid as a deposit with Contract To Purchase; and \$ are paid with this Agreement; \$ are to be paid; and \$ are to be paid at the time for performance by bank's, cashier's, treasurer's or certified check or by wire transfer. \$ Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by, as escrow agent, subject to the

Handwritten initials for BUYER'S and SELLER'S Initials.

terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs. [If interest is to accrue on escrowed funds, indicate to whom it shall be paid.]

5. **Time For Performance.** The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 9 o'clock . m. on the Nov 1 - 2021 day of _____, _____, at the _____ Registry of Deeds, or at such other time and place as is mutually agreed in writing. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent shall disburse funds the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Rights and obligations in party walls;
- (e) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- (f) Utility easements in the adjoining ways;
- (g) Matters that would be disclosed by an accurate survey of the Premises; and
- (h) _____

[insert in (h) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred]

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the

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SELLER'S Initials SELLER'S Initials

BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to:

(a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; and SELLER'S satisfaction of requirements concerning UFFI imposed upon residential sellers by statute and applicable regulations; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. **Possession And Condition Of Premises.** At the time for performance the SELLER shall give the BUYER possession of the entire Premises, free of all occupants and tenants and of all personal property, except property included in the sale or tenants permitted to remain. At the time for performance the Premises also shall comply with the requirements of paragraph 6, and be broom clean and in the same condition as the Premises now are, reasonable wear and tear excepted, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notices of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises, garage door openers and any security codes. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

10. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election,

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any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. **Nonconformance Of Premises.** If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that is covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any incomplete repairs or restoration. If the SELLER, despite reasonable efforts, has neither been able to restore the Premises to its former condition nor to pay or assign to the BUYER the appropriate portion of insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.

12. **Acceptance Of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, the warranties, if any, made by the SELLER shall survive delivery of the deed.

13. **Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel value, water rates, sewer use charges, collected rents, uncollected rents (if and when collected by either party), security deposits, prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established. *[If tenants will continue to occupy the Premises, use of the Rental Property Addendum to Purchase And Sale Agreement should be considered.]*

14. **Acknowledgment Of Fee Due Broker.** The SELLER and BUYER acknowledge that a fee of _____ (\$ _____) for professional services shall be paid by the SELLER to _____, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency

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relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that _____, a real estate broker, is seeking a fee from _____, for services rendered as a seller's subagent / buyer's agent / facilitator (non-agent) [choose one]. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

15. **Buyer's Default.** If the BUYER or BUYER'S Nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

16. **Buyer's Financing.** (Delete If Waived) The BUYER'S obligation to purchase is conditioned upon obtaining a written commitment for mortgage financing in the amount of \$ _____ at prevailing rates, terms and conditions by _____. The BUYER shall have an obligation to act reasonably diligently to satisfy any condition within BUYER'S control. If, despite such diligent efforts, the BUYER has been unable to obtain such written commitment, the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by _____ and acted reasonably promptly in providing any additional information requested by the mortgage lender.

17. **Inspections/Survey.** Buyer has had an opportunity to conduct all inspections and accepts the condition of the property as is, subject to any work expressly agreed in writing to be performed at the expense of Seller. Notwithstanding the foregoing, the Buyer has _____ days from the date of this Agreement to complete inspection of _____ by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are each released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.

18. **Lead Paint Laws.** For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any

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representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G. L., c. 111, § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Pursuant to 40 CMR 745.113(a), the Property Transfer Notification Certification is attached to this agreement.

19. **Certificate of Approved Installation.** The SELLER shall equip the residential structure on the Premises with approved smoke detectors and Carbon Monoxide Detectors and furnish BUYER with Certificate of Approved Installation from the local Fire Department at the time for performance to the extent required by law as well as any wood stove permit, if any, required by law, regulation or ordinance.

20. **Warranties And Representations.** The SELLER represents and warrants that the Premises is / is not [choose one] served by a septic system or cesspool. [If yes, a copy of the Title 5 Addendum is attached.] The SELLER further represents that there is / is not / has no knowledge of [choose one] underground storage tank. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The buyer is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number of units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by the broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following:

[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]

21. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. *[If there are multiple buyers, identify the mailing address of each buyer in paragraph 23.]*

BUYER: KS Fieroni
Address: 15 Service Dr
E. Bridgewater MA
02333

SELLER: [Signature]
Address: [Address]
[Address]
[Address]

22. **Counterparts / Facsimiles / Construction Of Agreement.** This Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract ; is to take effect as a sealed

BUYER'S Initials BUYER'S Initials _____ SELLER'S Initials SELLER'S Initials

instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Title Standard or Practice Standard of the Real Estate Bar Association for Massachusetts formerly known as the Massachusetts Conveyancers Association..

23. Additional Provisions.

*This Contract is Contingent
on Approved Building Permit.*

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

[Signature] Aug 1 2021 *[Signature]* Nov 1 2021
BUYER Date SELLER Date

BUYER Date SELLER, or spouse Date

Escrow Agent. By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

None

ESCROW AGENT or representative Date



LEGEND	
□ CBDHF	CONCRETE BOUND WITH DISK FOUND
○ IPF	IRON PIPE FOUND
---	EDGE OF PAVEMENT
-140-	CONTOUR

GENERAL NOTE(S):

THIS PLAN AND THE ACCOMPANYING CERTIFICATIONS DO NOT CONSTITUTE A CERTIFICATION OF THE TITLE TO THE PROPERTY DISPLAYED HEREON. THE NAMES SHOWN AS OWNERS OF THE LOCUS AND ABUTTING LANDS ARE TAKEN FROM THE CURRENT ASSESSORS TAX LIST AND/OR RECORD DEEDS.

LOTS 1 AND 2 REPRESENT A REDIVISION OF THE LANDS SHOWN AS LOTS 2B AND 2C ON LAKEVILLE ASSESSORS SHEET 18.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS AND WAS PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

AZU O. C. ETORIRU, P.L.S.
MA REGISTERED LAND SURVEYOR #49203

OWNER OF RECORD (MAP 18, BLOCK 1, LOTS 2B&2C)

HAROLD B. CARD
8 BARSTOW STREET
LAKEVILLE, MA 02347

DEED REFERENCES
PLYMOUTH COUNTY REGISTRY OF DEEDS

BOOK NO.	PAGE NO.
13469	325

PLAN REFERENCES
PLYMOUTH COUNTY REGISTRY OF DEEDS

BOOK	PAGE
2789	418
17	459
24	207
55	4024

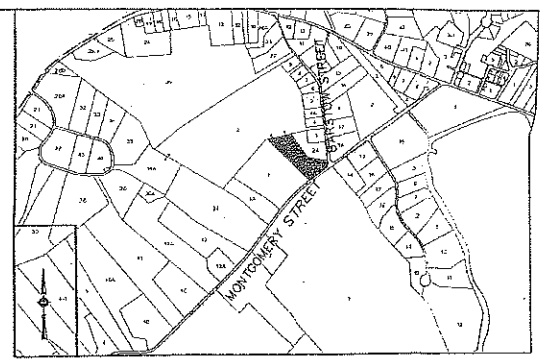
N/F:
HAROLD B. CARD
MAP 18, BLOCK 1, LOT 2
N 88°07'30" E
305.00'

PARCEL A
81,176.7 S.F.
NO WETLANDS
NOT A BUILDABLE LOT
IN ITS PRESENT
CONFIGURATION

N/F:
ROBERT F. & SUSAN F. DUNN
LIFE ESTATE
MAP 18
BLOCK 1
LOT 1

N/F:
GLEN S. SHARLAND &
MELISSA M. ROOT
MAP 18
BLOCK 1
LOT 2A

LOT 1
70,139.4 S.F.
NO WETLANDS



LOCUS
1:1000

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN COMPLIANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

AZU O. C. ETORIRU, P.L.S.
MA REGISTERED LAND SURVEYOR #49203

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

DATE: _____
TOWN OF LAKEVILLE
PLANNING BOARD

ENDORSEMENT OF THIS PLAN BY THE PLANNING BOARD SHALL NOT CONSTITUTE ITS OPINION AS TO CONFORMANCE OF THE LOTS SHOWN HEREON TO THE TOWN OF LAKEVILLE ZONING BYLAWS AND ORDINANCES, AND IT DOES NOT CONSTITUTE ITS ENDORSEMENT OF ANY SPECIFIC LOT DEVELOPMENT PLAN FOR WHICH SITE PLAN OR SPECIAL PERMIT AND/OR ORDER OF CONDITIONS MAY BE REQUIRED.

APPROVAL NOT REQUIRED
PLAN OF LAND
IN
LAKEVILLE, MA
PLYMOUTH COUNTY
0 MONTGOMERY STREET
(MAP 18, BLOCK 1, LOTS 2B & 2C)

PREPARED FOR
KRIS FABROSKI
P. O. BOX 290
BRIDGEWATER, MA 02333
PREPARED BY

E.T. ENGINEERING® ENTERPRISES, INC.
PROFESSIONAL CIVIL AND ENVIRONMENTAL ENGINEERS
AND PROFESSIONAL LAND SURVEYORS

481 BEDFORD ST. (ROUTES 18 & 28)
BRIDGEWATER, MA 02324-3152
PHONE: 508-697-5215 FAX: 508-697-1451

DATE: JUNE 15, 2021 SCALE: AS NOTED

REV: JULY 6, 2021

PROJECT: 607-007

DRAWING: ARCH D

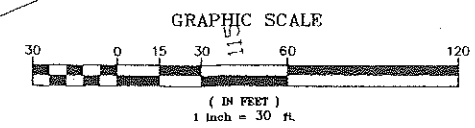
FILE: 607-007/DWG/ANR.DWG



RESIDENTIAL ZONE

FRONT: 40 FEET
SIDE: 20 FEET
REAR: 20 FEET

FRONTAGE REQUIRED: 175 FEET
LOT AREA 70,000 S.F.
(52,500 S.F. MIN.)
CONTIGUOUS UPLAND)



IN REFERENCE TO PLAN BOOK 85
PAGE 4024 THE PLYMOUTH COUNTY
REGISTRY OF DEEDS

COUNTY BOUND FOUND (GHELD.)

BARSTOW (PUBLIC- VARIABLE WIDTH STREET)

MONTGOMERY (PUBLIC- 50 FT. WIDE) STREET
4999 LAYOUT DECREE #1247 2

COUNTY BOUND FOUND (GHELD.)

S 64°24'20" W
112.58'

L=345.68'
R=2020.60'

LIMIT OF OCCUPATION

POOL PUMP OVER 45'

FRONT YARD TREE LINE 160' DIAMETER

40 FOOT FRONT SETBACK LINE

S 64°24'20" W
115.95'

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109.12'

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MAP 18 BLOCK 1 LOT 2B

MAP 18 BLOCK 1 LOT 2C

MAP 18 BLOCK 1 LOT 2A

MAP 18 BLOCK 1 LOT 2A

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Planning Board
Lakeville, Massachusetts
Minutes of Meeting
August 12, 2021
Remote meeting

On August 12, 2021, the Planning Board held a remote meeting. It was called to order by Chairman Knox at 7:00 p.m. LakeCam was recording, and it was streaming on Facebook Live.

Members present:

Mark Knox, Chair; Peter Conroy, Vice-Chair, Barbara Mancovsky, Michele MacEachern, Jack Lynch

Others present:

Jamie Bissonnette, Zenith Consulting Engineers; Joshua Lee Smith, attorney for the applicant; Bob Carr, John Brady, Nature’s Remedy; Harris Shain, Jushi MA Inc.; Azu Etoniru, E.T. Engineering; Robert Marshall, Emily Diggins, Donna Winters, Melissa Root, abutters

Agenda item #1

Mr. Knox read this item into the record. It was an explanation of how the provisions of Chapter 20 of the Acts of 2021 allowed the Board to continue to meet remotely.

Site Plan Review – 310 Kenneth W. Welch Drive – Presented by Zenith Consulting Engineers, LLC (ZCE)

Atty. Joshua Lee Smith, Counsel for the applicant was present. He advised he was here in connection with the request for a minor modification with respect to a previously granted Site Plan Review by the Planning Board. He then gave a brief history of this Site. He stated this facility is approximately 50,000 square feet and is used for the cultivation and product manufacturing of adult use and medical marijuana. There have been some renovations within the building. There was an approximately 10,000 square foot office previously used by a prior occupant of the site. That area has been shown on the plan and includes an office area, as well as a break room area, and locker rooms. Technically, they are an accessory to the cultivation and product manufacturing use of the facility.

The Building Commissioner indicated that this did rise to the level of requiring a modification of the Site Plan. In addition, there were some changes with respect to other parts of the floor area which were also shown in their submitted floor plans. The other component he wanted to touch on briefly was what the Zoning Board of Appeals will be determining when they meet with them next week pertaining to the merger. Nature’s Remedy is the current holder of the Special Permits for the facility. However, because of the pending merger between Nature’s Remedy and Jushi MA

Inc., the surviving entity of that merger, when and if it happens, will be Jushi MA, who will then become the holder of all of the permits, both local and State. They have met with the Board of Selectmen with respect to the transfer of the Host Community Agreement (HCA) which was unanimously approved subject to the transfer. He then turned the presentation over to Mr. Bissonnette.

Mr. Bissonnette then shared his screen to display the plan. He indicated the Nature's Remedy portion of the site and advised that they will be taking over the 10,000 square feet on the second story of the building. What they have done as part of this plan is designate where the parking spaces are. They are showing how many spaces are needed for this and also where they are located. When they did the calculation, it was 34 spaces for the office and then 33 for the larger shift, which totaled 67 spaces. They have 68 spaces allotted to them on this plan. In the rear of the building and in conformance with the 2020 plan by Azor, there were to be 13 spaces there. Right now, there is an existing shed and some pallets in that area. The lines in this vicinity are to be painted, and there will be eight spaces for Nature's Remedy. The entire right-hand side is also designated for Nature's Remedy and has 33 spaces. There is an existing concrete pad with two dumpsters in the vicinity so it is clearly delineated. He also showed the area where there were 7 spaces including a handicap space. Mr. Bissonnette noted on the plan the fenced in secure parking for the delivery van that may contain product. This area is gated in, and he believed it was part of the original approval. Finally, previous to the 2020 Site Plan, there was a Permit given for the circular parking area in the front that was to contain 20 spaces. All these spaces total 68 which is one more than required.

Mr. Bissonnette said they are not proposing any grading, any new pavement, or any types of changes in utilities. They are going to put striping down as needed. The circular drive was recently paved, and Mr. Carr has explained that the line work is going to be happening shortly. He also has said that the shed and the pallets will be moved right away. Mr. Carr estimated the striping will be done sometime mid next week. Mr. Knox said he goes by the site frequently and stated that in regards to the parking, it is a mess. He was under the impression that there was to be a dispensary. Was he correct that he heard that was now not happening? Atty. Smith replied that was correct. There is not going to be a dispensary in that building. Mr. Knox stated that from a Planning Board approval standpoint it becomes convoluted because there are so many tenants utilizing different spots. For example, there is Northeast Alternatives which has parking on the other end which is not shown on this plan. He knew they were not here for them but it would be nice to have a plan that showed everything.

Mr. Knox said that he has spoken to the Building Commissioner, the Chairman of the Zoning Board of Appeals, and the Fire Chief. The Fire Chief had an issue with signage because as this project progresses, they are going to upgrade the fire alarm system inside. The Chief was given a verbal from the building owner that beacons would be put on the outside of the building at each of the separate tenants' spaces, but that does not help for ambulatory response. The Chief suggested small signage on all entrance egress doors. Mr. Knox stated regarding the parking it appeared that the places that had been called out seem to be filled during the course of the day even though the lines aren't painted. Mr. Bissonnette responded that he was correct. He had observed the spots on the side were filled but the spots in the back were not. There was some temporary displacement and some people parking up in the front near the street. He thought once the 20 spaces in the front

and the 8 spaces in the back opened up, it would be helpful. It was also his understanding, with the construction that is going on, there has been additional vehicles. Mr. Carr added the employees were parking in front because that is where the door is as opposed to parking in the back-quarter area which is usually open. He agreed that it would be them creating some discipline in their people to park where they are supposed to and not in the front. They will address that. Once their circular parking is back in order, the tractor trailers are out of the back, and the construction subsides, this will be a different site. Mr. Knox said that he did not have a problem with the vehicles parking in the front as much as they are not at capacity yet, and they are adding 10,000 square feet of office and bringing in 7 to 10 people into that office. It appears the parking lot looks full now.

Mr. John Brady then advised that the people that are going upstairs are already working at the facility. He also noted that their lease guarantees them 70 spots on site. Right now, they don't fully utilize those spots so some of the other tenants in the building have parked in their spots. There are some ongoing construction projects and those people do park in some of those spots. They have ample parking when they need it. People have been parking in front, but that is going to be cleaned up. Mr. Knox said that goes to his point with four plus tenants, the parking looks full and it wasn't all them, but they are approving something and they don't know the entire design load for each tenant space and if there is enough for everybody when this is all done. He would like to see some numbers on employees per shift, and they need that for the entire building not just for Nature's Remedy if there is no one who is going to monitor who is parking where.

Atty. Smith replied the latest plan that they had was from 2020 and was in connection with the dispensary that was endorsed by this Board. That did have the most up to date numbers with respect to the other tenants and their use and required parking. What Mr. Bissonnette had been charged with was to focus on Nature's Remedy's parking and the parking that they knew they had a right to and that was previously approved by the Board. He agreed it was a multi tenanted site that could change from time to time and from tenant to tenant. It would be a different task to do an inventory of all the other tenants. They know that the parking for Nature's Remedy is more than sufficient and the only reason they are here is with respect to the office area which is an accessory use to what was previously there and also previously used as an office area. It is a net zero gain with respect to the use and operation of the site.

Ms. Mancovsky noted that she had recently driven by the property, and it did not look good. There was parking on the grass and in the circular area that had been approved. They really want to maintain the integrity and appearance of the properties in that park. She would encourage the owner to speak to his employees because that was an issue. She also questioned that 68 spaces were proposed but they had a right to 70 spaces. Where are these additional people coming from? Mr. Brady replied the owner would provide them with two other parking spots off-site if needed. He said right now there is a lot of construction that goes on in that facility so it is mostly construction people that are coming in. They will rectify the problem of people parking on the grass immediately. Ms. Mancovsky asked how many spots were approved for the entire facility. Mr. Bissonnette said the original site plan provided 121 spaces. Their review came up with 117 spaces.

Mr. Lynch asked if Nature's Remedy should put signage on each of their parking spaces so that it will be clear these are their spaces. Mr. Brady said if that is what the Board would like, they can do that. Mr. Knox said for clarity that was not a bad thing to do, especially if there are site specific spots. Ms. Mancovsky did not want to see a series of signs. Mr. Brady said that they could just spray paint it on the asphalt along with the striping. Mr. Conroy added he knew when they approved this the first time, it was at max capacity parking and it seems like that is the only issue they have. If they say they are going to make it work, he was okay with it. He liked the idea of painting some type of symbol for their spots once it is striped. They cannot be on the street so they will have to make this work.

Ms. MacEachern stated that in the application for the Special Permit, it said they were providing 76 spaces. The issue of the parking needs to be addressed properly and taking a full inventory of what is needed for the building is a good idea. Mr. Knox felt that might be the responsibility of the building's owner. Atty. Smith noted that the previously approved plan that was submitted was endorsed in 2020. This is an active site and it is unfortunate that they are before them now with construction activities that are exacerbating some of the concerns that the Board has raised.

Mr. Knox said that most of the construction traffic or vehicles appear to be parked up and down the road. They actually park on both sides of the street and are not taking up employee parking. Mr. Brady replied those were not their construction vehicles that he has seen on the road. Those are for Northeast Alternatives. They do have some people coming in, and they all park on their site. Mr. Knox said that he was more at ease hearing Monroe Associates is not going to put in a dispensary at the site. Mr. Brady replied they are not. That lease has been cancelled, and they have taken it over.

Mr. Knox said his recommendation as a Board to the Zoning Board of Appeals would be for the signage and the parking, and a condition of the Permit will state that there will not be a dispensary in the building. They will continue this hearing to make sure that there are no amendments on the plan that come back from the ZBA. He would also like to see signage put on the building for each respective business. Although not responsible for the other tenants, Nature's Remedy needs to have a sign, and they will make sure the rest of the businesses put up signs just for that 911 emergency call. Mr. Brady then stated the following for the record: there will not be a dispensary; they are comfortable with the 68 parking spaces they have; and there will be no parking on the grass as of tomorrow.

Mr. Knox asked if anyone had anything to add. No Board members spoke. Mr. Knox then noted that the plan must show the fire access road behind the building. Mr. Bissonnette said he was sure that it is in place, but he would send the surveyors out to pick it up. Ms. Mancovsky asked if the parking for the entire plan could be included. Mr. Bissonnette said that he was not sure the entire site is striped the way that it is supposed to be. That is not due to his client, but more due to the other tenants in the building. They can show whatever additional line striping is there, but he can't guarantee that it's done the way the approved plans are. They only have control of what his client is working on.

Mr. Bissonnette then shared the previous plan of record. It shows the parking for the far left. He did encounter a couple of discrepancies, with some of the striping. They have made note of that

on their plan which will become the plan of record. He did not spend any time researching the left-hand side, nor did he check out the gravel access for fire. He will go over there and if there is line striping, he will pick it up and show it. He can do the same if the gravel access is also there. He can then pull this line work into the plan set and reference Mr. Pink's plan of 2020 so the plan stays consistent going forward.

Atty. Smith clarified that the Board was asking that they refer to the 2020 plan and include the parking counts from that plan on this plan. Mr. Knox said that he wanted the Nature's Remedy parking on the plan as they were proposing to approve. In addition to that, show the parking at the other end of the building for Northeast that is on that previous plan just to show what is on the other end. Mr. Bissonnette said that he would have no problem referencing that plan.

Mr. Knox then made a motion, seconded by Ms. Mancovsky, to send a recommendation to the Zoning Board of Appeals with the following comments:

- The fire access lane is to be shown on the plan.
- The Special Permit will not allow a dispensary.
- A copy of the amended Site Plan will be referenced in the Special Permit.
- There will be signage or paint that will indicate parking spaces shown on the Site Plan that are designated for Nature's Remedy.
- Nature's Remedy egress access doors will be marked with signage for emergency response.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Mr. Knox made a motion, seconded by Ms. Mancovsky, that this is a conditional approval of the Site Plan with the changes noted above to be made, and that the ZBA approve the Special Permit with any changes noted. Any changes are to be added to the plan of record for the Planning Board to sign at their next scheduled meeting or the meeting after the ZBA acts on the Special Permit.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

ANR Plan – 38 Lakeside Avenue – presented by ZCE

Mr. Bissonnette shared his screen. He advised this parcel is an approximately 20-acre parcel on Lakeside Avenue that goes all the way down to the pond. There are several structures on the property. There is an existing house, a garage, another cottage style house and a boathouse on the overall property. The owner of the property is looking to divide the land into Lot 1 and Lot 2. There is adequate frontage, and they meet the front yard circles. They also have more than enough area for zoning purposes. The lot is a minimum of 50 feet in width or greater at every point so the area can be counted. There is a small wetland area up in the front.

Mr. Knox said the only concern that he would have is the access. The existing gravel driveway starts out on Lot 2 crosses over onto Lot 1 and then goes back onto Lot 2. Will there be different access or will it be utilized and an easement required? Mr. Bissonnette replied it was a father and

son. He believed the proposal is going to be to put in a new driveway, connect it to the existing one, and then bring it down and around to the house so they will each have their own driveway. Conservation will definitely be seeing this because of the proximity to the wetland. Mr. Knox noted that it looked very tight where the driveway is against the wetlands. Did he foresee a problem if Conservation did not want that driveway to run parallel to the wetlands on Lot 2? Mr. Bissonnette said if Conservation did have a problem with it, they also have a roadway down there with an existing drive. His understanding was that vehicles would come down the road and come right in via an easement that cuts across right to the house. This does go onto Lot 2 so access would not be an issue. There were no additional comments.

Mr. Knox then made a motion, seconded by Mr. Conroy, to endorse the ANR plan for Lot 1 and Lot 2 of 38 Lakeside Avenue.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

ANR Plan – Barstow Street and Montgomery Street, M018-B001-L002, L002B & L002C – presented by E.T. Engineering

Mr. Etoniru was present for the applicant. He then shared his screen and displayed the plan and explained how they were dividing the two parcels. They are creating a single-family house lot and Parcel A which is not a buildable lot. The intent in the future is that it will serve as the access for the back lot which is currently under 61A. It will not be a building lot until such time that they file with the Planning Board a subdivision plan to create an access through it to the back parcel.

Mr. Knox said that he had spoken to the Building Commissioner who felt the plan did meet the requirements for an ANR. It meets the frontage, access, the front yard circle requirements, and the area. Ms. Mancovsky asked if the parcel they were creating was in 61A. Mr. Etoniru did not believe that it was. Mr. Knox said he thought the land that was being divided may be under Chapter 61 but that does not affect their decision here. If there was a land transfer, that would need to be cleared.

Mr. Robert Marshall of 16 Barstow Street said his concern was as the proposed lot gets developed and any future development behind him. He has seen a lot of water come off the back properties behind him and down at the end of Barstow Street where it meets Montgomery Street. He is very concerned that as soil gets moved around, development happens, and vegetation is taken out that will create less absorption and more water coming off that back property into Barstow Street residences. He also noted at the end of the street, where it meets Montgomery, there is frequently a lot of ponding and water that stays in that area. Several years ago, the Town had put in a drainage basin because of the water coming from the lot next to him into the road. He asked if the Planning Board has any mitigation regulations that would address this type of concern.

Mr. Knox replied that the drainage is looked at with every subdivision that is submitted. He was glad that they would now be aware of these water issues. He asked if Mr. Etoniru would be designing the propose subdivision. Mr. Etoniru replied that was correct. It would come before

the Board as a Definitive Subdivision plan which will require drainage analysis. He assumed the Board would also have an independent peer review person. Mr. Knox said this is an ongoing issue they see with some older developments that maybe weren't scrutinized that well. It is something that the Board looks at seriously.

Mr. Marshall also recalled that part of the history of the area is that there is bedrock under his house at 25 feet and behind him there is an outcropping of rock that emerges. His point is if that is accurate then between his property and that outcropping the bedrock must go up and create less soil between the surface and the bedrock creating a smaller sponge for the water to be absorbed and recharged. He wanted to make the Board aware of this and his concern.

Ms. Melissa Root of 24 Barstow Street then spoke. She said she would continue with the subject of water runoff. She also had a concern with even this one lot. She understood that this lot did not fall under the subdivision rules. Her concern is with the building of this house, it will prevent the absorption of the water coming through and will do significant damage to her property. Mr. Knox recommended taking photographs of the site of her property and the adjacent property. She will then have some evidence to protect herself if there is a water runoff issue where soils get re-pitched and push water back to her. He noted this is an Approval Not Required so this is not the development portion. Once this goes to the Building Commissioner for a permit if they are going to disturb more than an acre of land, it will come back to the Board for Site Plan Review, where they would look at the drainage and runoff.

Mr. Marshall asked if they knew when this would be happening. Mr. Etoniru was not sure, but stated that they would have to look into the 61A process. He said possibly in six months, but no plan has been made. He had just wanted to make the Board aware of it. Legitimate concerns have been raised and must be addressed if they propose to do this definitive subdivision. Ms. MacEachern said there are no wetlands shown on the plan. Is there a way to verify whether or not there are wetlands in this location? Mr. Etoniru said there are no wetlands on this property, but on the property in the back where there are some cranberry bogs, there are some significant wetlands.

Mr. Knox then made a motion, seconded by Mr. Conroy, to endorse the ANR plan for Barstow Street and Montgomery Street, M018-B001-L002, L002B & L002C.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Julia's Way – Release of Covenant-Update

Ms. Murray advised this has been sent to Town Counsel, and she is waiting for a response.

Master Plan Implementation – Update Fee Review Project

Ms. Murray advised this has also been sent to Town Counsel for review. She is waiting for a response.

Mr. Knox said that also regarding the Master Plan Implementation, he had the following comments from Mr. Lynch on the Selectmen's meeting from Monday night:

- What are the Planning Board's land use goals which are 2.1 and 2.2 from the Master Plan?
- Has the Planning Board done anything in regards to creating zoning bylaws to enhance and promote industrial and commercial development.
- When will new commercial and industrial areas be identified and designated for development.
- When is the Economic Development Committee going to meet?
- What is the status of the Open Space Residential Design.

Regarding the Open Space Residential Design, Ms. Mancovsky said she was a huge proponent of this but after doing research learned that even with the best of intentions when you leave any space open, there is always the potential for it to be unwrapped or undone. This could leave them open for greater density down the road because there is no method in land court to keep anything in perpetuity unless the ownership entity is willing to do so. Ms. MacEachern added they did have that spreadsheet with the goals by date, if they wanted to start passing that around again and get it in their packets once a month. The first goal was the Planner and she believed the next goals weren't until 2022.

Ms. Mancovsky said they were going to have an opportunity to do something with the design guidelines because they have broken ground for the new development that is going next to the funeral home. She thought that would be motivation to get people in the community to reconsider design standards. She thought they should be prepared for that by the spring meeting. Mr. Knox said that if anyone would like to work on any of these items, he would be happy to enter them into new business at any meeting. Ms. Mancovsky felt they needed to start sketching out a timeline. Six to nine months would be a very quick timeline for something like this. Mr. Lynch asked what the Board would like him to bring back to the Master Plan Implementation Committee for next week that could be passed on to the Board of Selectmen regarding the previous comments. After discussion, Ms. Mancovsky asked if they would need to have a conversation if some of these things are still applicable. Land use is changing very rapidly right now. Mr. Knox advised Mr. Lynch to say that they are working on this and hope to soon have a new Planner. They can then work to implement these items. Ms. Mancovsky asked Mr. Lynch to find out if anyone from MPIC would want to work with the Planning Board to help create a design standard bylaw. Mr. Knox suggested sending an email.

Approve Meeting Minutes

Mr. Knox then made a motion, seconded by Mr. Conroy, to approve the Minutes from the June 10, 2021, meeting.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye, Ms. Mancovsky-Abstain

Mr. Conroy made a motion, seconded by Mr. Knox, to approve the Minutes from the June 24, 2021, meeting.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Knox-Aye, Ms. Mancovsky-Abstain Mr. Lynch-Abstain

Ms. Mancovsky made a motion, seconded by Mr. Conroy, to approve the Minutes from the July 22, 2021, meeting.

Ms. MacEachern advised that on page three, paragraph three the word drainage needs to be changed to grading.

Mr. Knox amended the motion to make that correction. It was seconded by Ms. MacEachern.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Old Business

There was no old business.

New Business – Division of Fisheries & Wildlife informational memo

Mr. Knox stated the memo advises of the availability of the 15th Edition Natural Heritage Atlas, effective August 1, 2021.

Ms. Mancovsky made a motion, seconded by Ms. MacEachern, that this notice be shared with the public via the Lakeville email process if the Board of Selectmen feel it is worthy material.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

New Business – CPA update

Ms. MacEachern advised she was able to present to the Board of Selectmen on Monday. She and a group of individuals from Boards and Committees, and the public have been working on educating themselves so they can educate their Town to the benefits of the CPA. It has been tried in the past but failed. Now with all the development and the outcry they see, they might now have the momentum to get this going and get people out to vote in favor of it.

Ms. Mancovsky explained that CPA is a modest surcharge for each homeowner. They have done the research and the average cost would be \$38-\$39 per year. Tonight, they were informed about a property coming out of 61A and right now they don't have funds to acquire the land nor a mechanism to protect it. She advised there is a website <https://www.communitypreservation.org/> which lists all the projects that have been accomplished with CPA funds. Ms. MacEachern said there is a Facebook page that has some of those shared items. There is also an email lakevillecpa@gmail.com where people can send questions, and they can be added to an email update list.

New Business – SRPEDD Housing Production Plan update

Ms. Mancovsky stated that they need to do an update to their Housing Production Plan. It is not scheduled until 2023 but they need to allocate the funds so they can be ready for next year.

SRPEDD will do the work for them and she did confirm that they have 40 hours available. The Planning Board has 20 and the Board of Selectmen have 20. They can apply those hours to this project if they so choose. As the email was sent out late, it was suggested that members review the information and this item will be placed on their September 9th agenda.

Next meeting

Mr. Knox advised the next meeting is scheduled for September 9, 2021, at 7:00 p.m.

Adjourn

Ms. Mancovsky made a motion, seconded by Mr. Knox, to adjourn the meeting.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Meeting adjourned at 8:24.

DRAFT