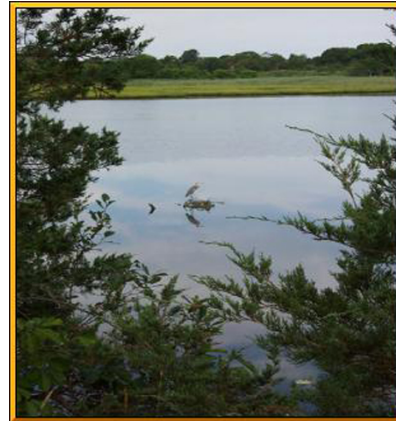


Town Of Mattapoisett

Community Preservation Plan



Historic Preservation



Open Space



Recreation



Community Housing

Updated: 2017

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Section 1 – Overview

1-1 Introduction

The Town of Mattapoisett Community Preservation Committee (the Committee) is pleased to present this updated Town of Mattapoisett Community Preservation Plan (the Plan) which describes the process for administering the Community Preservation Act (CPA) in the Town of Mattapoisett. The plan presents a description of the CPA as it applies to the Town, a definition of CPA goals, and a methodology and procedure by which the CPA is administered. As such, it represents an informational document for the citizens of the Town, a guideline and instructional document for applicants seeking project funding through the CPA, and a guidance document for the Committee, in making recommendations to Town Meeting for project funding. The committee fully recognizes that this document may be modified by future CPA committees in response to changing goals and experience with the CPA over time.

1-2 The Community Preservation Act

The Community Preservation Act (CPA) is a Massachusetts Law that allows participating cities and towns to adopt a real estate tax surcharge of up to 3% in order to fund the four Community preservation purposes of open space, historic preservation, community affordable housing and recreation. In addition to the community tax surcharge, the state provides matching funds that are not less than 5% and not more than 100% of the funds raised by the community. The actual % varies from year to year dependent on the health of the Commonwealth's Community Preservation Trust Fund, which is funded by a surcharge on Registry of Deeds transactions.

1-3 CPA in Mattapoisett

The Town of Mattapoisett adopted the Community Preservation Act and local bylaw at the May 2007 annual town meeting. The Mattapoisett bylaw adopted a rate of 1% for the property tax surcharge and established a Community Preservation Committee.

The Bylaw was further modified in 2009 to add two more elected members as well as adopting the "senior waiver" for low to moderate income seniors.

The Community Preservation Committee in Mattapoisett is made up of nine members that include a member of the Recreation Committee, a Member of the Housing Authority, a member of the Planning Board, a member of the Conservation Commission, a member of the Historical Commission and 4 members at large who are elected by the voters of the town.

Since its adoption in 2007, the Committee and Town Meeting have funded the following projects:

Year	Project	Category	Applicant	CPA \$\$	Other \$\$	Remarks
2007	Town meeting accepts CPA program and adopts by Law					
2008	Committee Activated, First CPA plan adopted to allow expenditures					
2009	Preservation of Historic Vital records at Town Hall	Hist	Town Clerk	\$10,000	\$0	
2009	Engineering Phase 1B of Bike Path	Rec	Bike Path Comm	\$35,000	\$0	% of towns share to get Fed funds
2010	Expansion of foot Bridge over Matt River	Rec	Bike Path Comm	\$35,000	\$28,000	Work done by Old Colony Voke
2010	Pre engineering on Phase 2 of Bike Path	Rec	Bike Path Comm	\$25,000	\$0	% of towns share to get Fed funds
2010	Tripp's mill conservation project	Open Space	Water Department	\$65,000	\$1,222,845	64 Acres in watershed,
2011	Engineering/Easement/Land acquisition Phase 1B	Rec	Bike Path Comm	\$76,000		% of towns share to get Fed funds
2011	35 acres near #5 well field	Open Space	Water Department	\$83,345		35 Acres in Watershed
2011	Historic Plaque at Center School	Hist	Hist Comm	\$1,500	\$0	Restore Rogers Plaque -
2011	Preservation of Historical Road Maps	Hist	Town Clerk	\$10,000	\$0	CPA Funds Only
2012	Study of affordable Senior Housing needs	House	Town Manager	\$25,000	\$0	
2012	Repair of Historic Wrought iron fence	Hist	Cushing cemm Corp.	\$23,471	\$0	First Non Profit Group
2012	Refurbish Center School Clock tower	Hist	Fund Raising Comm	\$51,500	\$0	Not able to use school funds
2013	Repair Center School Tennis Courts	Rec	Rec Committee	\$175,000	\$0	Not able to use school funds
2014	Replace Barlow Cemm Fence	Hist	Tree Warden	\$3,628	\$0	Materials only, Labor by town
2014	Tot lot by Tennis Courts	Rec	Rec Committee	\$55,000	\$0	Not able to use school funds
2014	Repairs to Beach House	Rec	Town Admin	\$50,000	\$0	With other Town Funds
2014	Repairs to Wharf	Hist	Town Admin	\$49,000	\$0	With other Town Funds
2014	Engineering	Rec	Bike Path Comm	\$39,000		Towns share to secure Fed Funds
2014	Land Purchase	Open Space	Buzz Bay Coalition	\$96,000	\$5,846,500	400 acres
2014	Record Salvage/cataloging/preservation	Hist	Historical Society	\$16,000	\$0	
2015	Additional Engineering	Rec	Bike Path Comm	\$15,000		Town's share to secure Fed funds
2015	Preservation of Historic meeting house	Hist	Quaker Meeting House	\$80,000	\$165,525	With Private Funds
2015	Wharf Repairs	Hist	Town Admin	\$80,000	\$0	With other Town Funds
2015	Preservation	Hist	Historical Society	\$10,000	\$0	
2016	Record Salvage/cataloging/preservation	Hist	Historical Society	\$22,500	\$0	
2016	Land purchase	Open Space	Water Department	\$65,000	\$524,000	114 acres in watershed
2016	Holy Ghost Purchase	Rec	Town Admin	\$100,000	\$0	7.5 acres of active Recreation
2017	Land in Mattapoissett/Rochester	Open Space	Water Department	\$20,000	\$440,000	164 Acres in watershed
2017	Neck Road Quarry site	Open Space	Matt Land Trust	\$75,000	\$525,000	55 Acres
2017	Record Salvage/cataloging/preservation	Historical	Historical Society	\$43,112	\$0	

\$1,435,056 \$8,751,870

1-4 Role of the Community Preservation Committee

The Community Preservation Committee has 2 main roles.

The first is to develop a Community Preservation Plan by conducting interviews and public hearings to collect input from concerned citizens, town committees and department heads, which will be used to formulate the Plan.

The second is to make recommendations on use of CPA funds. The Committee does not initiate or manage projects, but collects and reviews proposals submitted from individuals or groups. The CPC then makes recommendations to town meeting on the use of funds. Only Town Meeting can allocate and appropriate CPA Funds.

1-5 Gift to Mattapoissett's Community Preservation Fund

The Town of Mattapoissett can accept monetary gifts to the Community Preservation fund. Gifts can be designated for specific purposes consistent with the four statutory categories, open space, community housing, historic preservation, and recreation. Donations to the Town of Mattapoissett are tax deductible.

1-6 How CPA funds can and cannot be used

The CPA requires that communities spend, or set aside for future spending, a minimum of 10% of annual CPA receipts for: open space (excluding recreational purposes), historic preservation, and community housing. The remaining 70% of funds may be allocated to any one or a combination of the three main uses, including public recreational purposes, at the discretion of the Community Preservation Committee and subject to the approval of town meeting.

Committee cost

Up to 5% of the annual CPA funds may be spent on the operation and administration costs of the CPC.

Incidental Project Cost

CPA funds may be used for site surveys, environmental assessments, historic or housing consultants, architectural and engineering fees, permit processing fees, construction consultants, financing consultants, legal and accounting fees, and similar costs associated with and incidental to the development of a CPA project.

Projects in Other Communities

CPA funds may be spent anywhere in Massachusetts, meaning communities are not confined to expending funds only within their jurisdiction. For example, this flexible provision allows a community to purchase land surrounding its water supply even if located in another city or town. CPA funding may also support inter-community cooperation on regional housing needs, allowing development that spans borders or shared development in one community that serves several towns. Another example is the coordinated efforts of several communities to establish a "Heritage Corridor" that celebrates the shared history of a region.

Leveraging CPA Funds

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

No Maintenance

CPA funds cannot be used for routine maintenance of existing facilities. For example, communities cannot use CPA funds to maintain a municipal park (such as mowing the lawn, emptying trash barrels or dumpsters, etc.) or to maintain a historic town hall (such as cleaning the common areas or paying for utilities, etc).

No Supplanting

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

Borrowing

Communities may borrow against the local CPA surcharge revenue they expect to receive under the CPA in subsequent years (not against the state matching funds). Such borrowings may be useful to aggregate sufficient funds to undertake a more costly undertaking in one or all four categories than is possible using funds available on an annual basis. Any bonds issued under the CPA are payable from future revenues, and such expenditures will count toward the 10% minimum expenditure required for the purpose category for which the bond proceeds were spent.

Partnerships

A city or town may partner with other public entities and, in certain circumstances, with private entities, including for-profit and non-profit entities, to undertake allowable uses.

Multiple Purpose Projects

Communities are encouraged to consider the creative combination of allowable uses in their expenditure of CPA funds. For example, a large tract of land can be acquired for open space protection while reserving part of the parcel for the development of community housing.

Deed Restrictions

Section 12(a) of the Act requires that a permanent deed restriction be placed on any "real property interest" acquired using CPA funds to ensure that the property continues to be used for the applicable CPA purpose. If a deed restricted, real property interest acquired using CPA funds is subsequently sold, any proceeds from the sale must be deposited in the local CPA fund.

Section 2 – The Funding process

2-1 Guiding principles

- Support Fiscal responsibility

Prioritize spending for projects that maximize leveraging of Community Preservation Act dollars with other funds, minimize borrowing and demonstrate maximum benefit for minimum cost, taking into account the Town's other fiscal planning, such as the 5 and 10 year Capital Plan. In order to maximize the effectiveness of Mattapoisett's limited CPA revenue, whenever possible, funds should be viewed as a source of partial project funding that is paired with other public or private funds, bargain sales, discounted/donated services and materials and other cost saving measures.

- Embrace flexibility

Respond to innovative proposals as they arise, while maintaining an underlying respect for the goals laid out by this plan, in order to be open to worthy projects in any of the four CPA categories. The committee does not generate project ideas or initiate projects but instead evaluates project applications on an annual basis, weighing the merits of each application before deciding which to recommend for CPA funding. Given this role the Committee intends to remain open to project possibilities and new opportunities in any of the four CPA categories. In addition the Committee encourages projects that serve multiple CPA purposes. The committee views this plan as general guidance and intends to maintain its ability to be flexible if opportunities arise.

- Generate Community Benefits

Assess CPA project proposals on an individual basis with the greatest priority given to projects that the most significant and widespread benefits resulting from the project. community benefits can be demonstrated in various ways, including but not limited to: public access and accessibility; number of people served; underserved populations supported, visibility and location, ecological and societal significance, capacity to maintain the assets, extent and longevity of the benefits of the project.

2-2 Timeline

This plan established the following time line as a guide for the CPA funding cycle.

September – 1st meeting of cycle, organize and set agenda, meeting dates for year
September 30th – Post notification that Application cycle is open
October Meeting – Review project updates from previous years
November 15th – Last day for applications (see form on website)
November meeting – (Phase 1) application review to confirm proposals meet CPA
December – Proposal review with applicants Meeting
January – Project review, discussion and scoring meeting scoring (Phase 2)
February – Briefing development for Fin com, Selectmen and Town meeting
March 15th Deadline for recommendations to be forwarded to the Selectmen
March or April – Brief Selectmen and Finance Committee
May – Annual Town meeting

2-3 Applications

The Committee will post notice that the funding cycle is open by September 30th each year. Posting notice shall include; Posting announcement on Town website, placing notices in a local publication, placing notice on Community TV bulletin board, sending notice to the Board of Selectmen to be read at public meeting.

Application will close on November 15th of each year. All applications must be submitted by close of business on this date to the Town Manger's office. Should November 15th fall on a weekend, then applications must be submitted by close of business on the first Monday following the Nov 15th deadline. Applications submitted after this date will not be considered for that year's funding cycle.

Any person, organization, town department, or committee wishing to have a project considered for CPA funding must submit the prescribed application form by the deadline.

It is the intention of the committee to not deviate from this funding cycle, however, the committee reserves the right, by a 2/3's vote of its members present at a meeting, to accept late or special applications that would deviate from this cycle only when the application demonstrates that there is a significant health, safety, preservation or time constraint issues.

2-4 Application review

At its November meeting, the Committee will review all applications submitted for consideration. This shall be known as a Phase 1 review. The Committee will evaluate applications for affordability, compliance with the CPA law and some other general factors. Applications not meeting the criteria will not be moved forward for consideration. Applications meeting the criteria will be moved onto a Phase 2 project review meeting. The Committee may at this time request successful Phase 1 applicants to provide additional information in their application package. Applicants whose projects are not moved forward shall receive notification, by letter or email, which their project has been disqualified for that years funding cycle with the reasons why.

2-5 Project review meetings

In December, the Committee will host a project review meeting. At this time applicants will be asked to come in and make presentations about their proposal. The Committee will review all applications before rendering its recommendations.

2-6 Evaluation Criteria

Evaluation criteria will be divided into Phase 1 and Phase 2 criteria. Phase 1 criteria will be to determine if the project is consistent with the intent of the community preservation act. If the proposal is legal under the CPA it will move onto Phase 2 review. Phase 2 criteria will have a score sheet that the committee will apply to all applications as well as category specific criteria that the committee may use while looking at applications.

2-7 Notifications

The committee will make notice, either by letter or email to all applicants about the final determination of their application. Applications not recommended will be notified as to the reasoning why. Those going forward to Town Meeting will be notified of their responsibility at Town Meeting and other requirements as determined by the Committee.

2-8 Committee recommendations

The Committee shall notify, by letter or email, the Town Manager/Board of Selectmen by March 15th of the projects being recommended for Town Meeting. The CPC may meet with the Selectmen, Finance Committee and Capital Planning Committee (if needed) to review its recommendations.

2-9 Town meeting votes

At Town Meeting it is the responsibility of the applicant to present and defend their proposal to the town residents. The Committee will only present its reasons for referring the proposals to town meeting. Town Meeting can choose to approve or reject the proposal, by state law, Town Meeting can choose to reduce the amount of CPA funds to be appropriated, but it may not increase the amount.

2-10 Project status updates

The committee shall invite successful project applicants as it wishes who must give a written and/or oral project status report on the to the Committee at it's October Meeting each year, until such time as the project is completed and funds expended, or unused funds are returned to the CPA fund at a Town Meeting.

2-11 required signs

All successful projects shall be required to place on site, a temporary sign during construction, and a second permanent sign on site, once project is completed, stating that the project was funded with CPA money. Sign size, wording and location must be approved by the Committee or its chairmen, prior to placement

Section 3 – Open Space & Recreation

In the 2014 Town of Mattapoisett *Open Space and Recreation Plan* (the OSRP) the residents of Mattapoisett identified six key open space and recreation goals:

- Protect Water Quality and Natural Resources in the Mattapoisett River Valley.
- Improve and sustain land conservation efforts in Mattapoisett.
- Preserve the quality of Mattapoisett’s wetlands, wildlife habitats, and coastal resources
- Provide and enhance outdoor recreational opportunities for all Mattapoisett Residents.
- Maintain Mattapoisett’s unique small town atmosphere and rural character
- Provide for better coordination of open space and recreation planning beyond the OSRP report.

In reaffirming these six key goals the residents of Mattapoisett continue to recognize the importance of open space and adequate passive and active recreational areas as critical to preserving the character of the Town and thereby the quality of life shared by its citizens.

3-1 Open Space Resources and Needs

Although the Town continues to experience residential development, Mattapoisett remains a community with abundant natural and scenic resources, including dedicated conservation lands, active farmlands, open fields, woodlands, and wetlands, coastal areas and waterways. These resources contribute to making the Town a desirable place to live, a factor which has fueled its continued residential growth. Hence, the Town lies at a crossroads, where many of its natural resources are threatened by the very development they attract.

Currently, about 32% or 3,583.13 acres of Mattapoisett’s almost 11,000 acres are permanently protected as open space, a significant achievement. Unprotected municipal or state-owned lands accounts for approximately 314.01 acres, permanently protected pieces include 1,553.81 (state of Massachusetts) 430.03 acres (the Town) 901.9 Private non profits (Land Trust, Wild lands Trust & Buzzards Bay Coalition) and 383.38 under Conservation Restrictions. Just as important is that 3,157 acres (17%) of the watershed is now protected including 1430 acres within the Town of Mattapoisett.

The CPA offers a significant tool for increasing the protection and preservation of the Town's open spaces, farmlands, and natural resources.

The CPA allows and encourages the acquisition, creation, and preservation of open space. CPA funds may be used to protect open space by outright purchase, through bonding, through purchases made in conjunction with other private and/or public funds, and/or by extinguishing or limiting development rights through the purchase of permanent land conservation or agricultural preservation easements or restrictions. In identifying multiple land preservation and funding methods, the CPA essentially recognizes the prohibitive costs of land in communities such as Mattapoisett and similarly recognizes that CPA funds alone will likely not be sufficient for the protection of significant tracts of land.

3-2 Open Space Preservation Goals

Building on Mattapoisett's wealth of natural resources and scenic beauty, the 2014 Mattapoisett Open Space and Recreation Plan *Goals and Objectives* provide a blueprint to preserve the community's most important resources and improve the quality of life of Mattapoisett residents.

GOAL: Protect water quality and natural resources in the Mattapoisett River Valley

Objective 1: Continue to acquire undeveloped lands in the Mattapoisett River watershed for permanent conservation. Establish river corridor as highest priority for land acquisition.

Objective 2: Support efforts to restore herring populations in the Mattapoisett River system.

Objective 3: Support the enforcement of the Mattapoisett Aquifer Protection District zoning by-law.

Objective 4: Support the Mattapoisett River Valley Advisory Committee, which is comprised of three representatives from each of the four towns, Fairhaven, Mattapoisett, Marion and Rochester, which depend on the Mattapoisett River water supply for drinking water.

GOAL: Improve and sustain land conservation efforts in Mattapoisett

Objective 1: Acquire important open space parcels for permanent protection.

Objective 2: Continue to develop funding and institutional mechanisms for a sustained land acquisition program and other open space protection methods, including seeking grants and funding from other programs.

Objective 3: Encourage private and alternative methods for land conservation.

Objective 4: Increase community education that addresses land conservation efforts in Mattapoisett, such as Chapter 61 land and Conservation Restrictions as well as purchasing of open space.

Goal Preserve the quality of Mattapoisett's wetlands, wildlife habitats, and coastal resources

Objective 1: Support acquisition of important wildlife habitats as defined by the Massachusetts Natural Heritage and Endangered Species Program as well as the Massachusetts Bio map.

Objective 2: Continue efforts to Preserve and restore water quality in Brandt Island Cove, Mattapoisett Harbor, Eel Pond, and Aucoot Cove and along Mattapoisett's beach communities.

Objective 3: Support protection of wetland resources throughout Mattapoisett.

Objective 4: Protect barrier beaches.

Objective 5: Improve and expand the town's Geographic Information System (GIS) to assist in growth management and natural resource protection efforts.

Goal Maintain Mattapoisett's unique small town atmosphere and rural character by preserving its historical, scenic and cultural resources

Objective 1: Acquire and preserve distinctive and historical aspects of the Mattapoisett landscape.

Objective 2: Maintain and enhance the character of rural and historic roads including education on, enhancement of, and enforcement of the town's scenic road designations

Objective 3: Ensure that adequate open space is included into residential open space planning

Objective 4: Promote town beautification projects at intersections, along roadways, at town parks and other town facilities.

***Goal Provide* for better coordination of Open space and recreational planning beyond this report**

Objective 1 – Establish a permanent open space committee

Objective 2 – Hold an annual open space and recreation summit between key town departments, committees, nonprofits and other interested people

3-3 Recreational Resources and Needs

Population growth has put a great strain on the Town's existing recreational resources. As the population has increased, so has the need for new recreational facilities. In addition to increased demand by traditional uses and users, recreational facilities and opportunities need to be broadened to include all age groups and interests, as well as to meet the increasing demand of the youth and adult sports organizations. It is important to plan now for both short- and long-term solutions to this growth.

The development of new recreational facilities should take the shape of multi-use recreational Facilities, which incorporate playing fields, open space, landscaping, and shade to ensure participant and spectator comfort, land protection, and aesthetic appeal

3-4 Recreation Goals

Goal: Provide and enhance outdoor recreational opportunities for all Mattapoissett residents

Objective 1: Centralize operational management of the town's Parks, recreational facilities and programs.

Objective 2: Provide a linked system of open space, trails and greenways that will provide recreation to multiple user groups

Objective 3: Provide, enhance and increase access to recreational facilities and programs for all town residents

Objective 4: Continue to improve harbor recreational facilities

The Mattapoissett Community Preservation Program will continue to support the goals of the Open Space and Recreation plan whenever possible.

Section 4 – Historic Preservation

4-1 Background information

Mattapoissett's history is both rich and varied. Prior to the English settlers, the land that encompasses Mattapoissett was Native American territory (Wampanoag's). In fact, the town's name, Mattapoissett, is a Wampanoag word meaning "place of rest." The English settlers arrived in the 1680s after King Phillip's War and began colonizing the area.

Originally, Mattapoissett was, like Marion, a part of the Town of Rochester, until 1857 when she incorporated as a separate town.

As part of Rochester, Mattapoissett sent men to fight in the great political struggle, the American Revolution, witnessed the development of our democracy, sent men to the War of 1812, and became know world wide as the builders of the finest whaling ships.

Not long after her incorporation, the town sent men off again, this time to save the Union during the Civil War. With the dying of the whaling industry and the expansion of travel, Mattapoissett became known as a summer colony for some of the well to do of the industrial revolution. Many ethic families, especially Portuguese, settled here to provide domestic labor for the summer estates.

Mattapoisett's men and women went off to war again in the 1917-1918 as the U.S.A. entered World War I. This included many of the sons of those ethnic families. After the "War to End All Wars" the town had its share of adventure with bootleggers during Prohibition and suffering through the Great Depression. In 1941 her young men and women were off again to serve in World War II.

After the war, during the post war boom, she continued to serve as a summer colony and like all other towns across the nation Mattapoisett witnessed the cultural upheaval that was the 1960s and 70s the economic boom and Cold War of the 1980s, the New World Order of the 1990s and the war on terrorism at the turn of the century with many of her young men and women serving in Operation Desert Storm, Operation Iraqi Freedom and the war in Afghanistan. Through all this the town continued to serve as a summer destination as well as a seaside community.

4-2 Definitions

Historic Resources - The Mattapoisett CPA plan defines historic resources as buildings, structures, vessels, documents, artifacts, archeological sites, open space sites, farms, cemeteries or memorials that meet one or all of the following criteria;

- Provide a meaningful connection to the past
- Are listed or eligible to be listed on the National Register of Historic Places
- Are listed or eligible to be listed on the Massachusetts Registry of Historic Places
- Are deemed historically important to the history, archeology, architecture or culture of the town by the Mattapoisett Historical Commission.

Additionally, these assets may be municipally owned such as Town Hall, institutionally owned such as the Historic Museum or Congregational Church, or privately owned such as an historic residence or a collection of artifacts.

Historic Preservation – The Mattapoisett CPA plan defines historic preservation as the following; to preserve, protect, enhance, restore, rehabilitate, or interpret historical, cultural, architectural, or archeological resources of significance by any of the following methods:

- Acquisition of historic properties through outright purchase or conservation easement.
- Acquisition of historical artifacts or documents through outright purchase.
- Brick and mortar repairs, including preparation of plans and specifications for construction, architectural or engineering assessments and modifications for accessibility and HVAC updates.
- Documentation, survey, conservation and restoration of historic landscapes including historical burying grounds and memorials.
- Survey and planning for historic inventories
- Assessment, rehabilitation and preservation of historic artifacts and documents.
- Interpretation through signage, maps or other means of the town's historical assets.

4-3 Goals

Goals for the Acquisition and preservation of Historic buildings and landscapes

- Recognize, preserve, and enhance the historic heritage and diversity of the Town of Mattapoisett in its entirety.
- Optimize the use and enjoyment of the Town's historic resources by residents and visitors...
- Preserve natural and man-made features that contribute to Mattapoisett's character such as open fields, cranberry bogs, country roads, scenic vistas, and stonewall.
- Restore those natural and man-made features that have been degraded or impaired.

4-4 Mattapoisett's Historical Resources

While certainly not intended to be a complete listing of the Town's historical resources, the following list was developed at a public meeting on historic preservation and is used to illustrate the depth of the community's historic resources.

Cemeteries

Barlow Burying ground	1700	Town	1st cemetery in town, 4 French & Indian 9 Revolutionary War Vets
Hammondtown cemetery	1740	Town	1 French & Indian War, 20 Revolutionary War Vets
Cushing Cemetery	1806	Cemetery Corp	3 Revolutionary, 9 war of 1812 vets
Quaker Cemetery	1827	Society of friends	Burials may be earlier then 1827, Civil war vets
Pine Island Cemetery		Cemetery Corp	1 Vet war of 1812, Civil war vets
Ellis Cemetery	1872		
St. Anthony's Cemetery		Diocese of Fall River	

Buildings

Town Hall Building	1896	Town	Originally had Fire station and stage/meeting hall. Also Police Dept
Center school	1898	Town	The original section was a gift from Henry Huddleston Rodgers
Public Library	1904	Town	
#1 Water pumping Station	1917	Town	1st Pumping station built - Inactive but used as storage.
#2 Water Pumping Station	1925	Town	2nd pumping station built, still active
Town beach Bath house	1939	Town	Built after 38 hurricane wiped out old one
3rd Meeting House	1816	Private	Now the Grange Hall Apartments
4th Meeting House	1842	Private	Present Congregational Church
Christian Meeting House	1821	Private	Historical Museum
Universalist Meeting House	1836	Private	Apartment House
Friends Meeting House	1827	Private	Still Active
Tinkamtown Chapel	1889	Private	Still Active
Tinkamtown helping hands	1908	Private	
St.Phillip's Church	1884	Private	Still Active - Seasonal Church
School House-East Mattapoissett		American legion	Legion Hall
School House East side of Village		Private	House at 21 Mechanic Street
School House West side of Village	1812	Private	later named the Goodspeed Memorial now a house at 20 Church street
School House-Hammondtown		Private	32 River Road House
School House- Tinkamtown		Private	Made into a private home, Location???
School House Matt neck	1865	Private	Demello house Moved 1915 House at 64 Acushnet road
The Inn at Shipyard park	1799	Private	oldest sea side in the Nation
The Casino Club	1889	Private	
Antasawomek club	1914	Private	

Documents & Artifacts

Town Clerk records	Various	Town	deeds, Vital Stats, Road maps, Town meeting records
Historical Society	Various	Private	Over 20,000 documents and artifacts
Brad Hathaway Collection	Various	Private	Documents, letters etc
Public Library	Various	Town	Paintings, books, documents
Cong. Church records	Various	Private	Precinct Records, Communion Tankard, Bible

Archaeological

1st & 2nd meeting house site	1736	Private	1st meeting house 1736 Corner of river road & Acushnet rd
Solomon's Cellar site	Unknown	Private	Inside bay club.
Indian Burying Sites	Unknown	Private	

Open Space

Swimming Hole Bridge	1940	Town	WPA project
Arch bridge		Town	
Herring Weir area	1700's	Town	First settled area of Mattapoissett, was the center of Town
Dexter Mill Site	Prior to 1830	Land trust	
Ned's point Light House	1838	USCG Aux	
Ned's point oil House	1838	Town	original building where Whale Oil was stored for the lighthouse
Shipyard Park	1903	Town	
Vets park		Town	
Town Wharfs	1700's	Town	
Town landing	1680's	Town	
King Phillips Crystal Spring	N/A	Private	dates back to Pre English settlement, once had a bottling company
Town Infirmary	1866	Private	Humphrey property?
Salty the seahorse		Land trust	
Tinkam forest	N/A	town	First piece of Conservation land in Town?
Aucoot Shoreline	N/A	Private	
Holy ghost Grounds	1900's	Town owned	
Fin Fur and feather club	1900's	Private	
Split Rock	N/A	Private	57 church street
Granite Quarry-Neck rd	1700's	Private	Granite used to build wharfs and part of Cape cod canal
Towser's neck trails	N/A	Mass wildlife	
Boles Mill	1825		Ax handle Boles
Trips Mill Site			Tinkam Bond

Memorials

Charles Ellis Jr. memorial		Town	
Sgt Robert Atsatt Square	1940's	Town	Killed during WWII in the Central Pacific 1944
PFC Allen Bowman Square	1940's	Town	Killed in WWII 1944 Northern France
Union Chapel memorial			3 church members killed in WWII, 1 from Marion
Library Cannon	1920's	Town	Civil war Cannon
Solider& Sailors monument	1904	Town	erected at same time as Library
World War I roll of Honor	1920's	Town	Library grounds-
Town hall roll of Honor	Various	Town	All town veterans from WWI to Today
Old town line Marker	1855	Town	1855 Departure point to survey town lines during separation of towns.
Huddleston Plaque		Town	Thank you for Center School- Restored in 2010 by CPA
John Francis Millet Plaque	1914	Private	Titanic
Shipyard park plaque			In Stone pillar

Agricultural sites

Nunes farm		DCR	Now a State park
Brownell Orchards		Land Trust	
Brownell Ice House		Private	

Section 5 – Affordable Housing

5-1 Definition

The CPA statute defines “community housing” as housing for low- and moderate-income individuals and families, including senior housing.

"Low-income housing" is for households whose annual income is less than 80% of the area-wide median income.

"Moderate income housing" is for households whose annual income is less than 100% of the area-wide median income.

The area-wide median income is determined annually by the United States Department of Housing and Urban Development (HUD).

5-2 Background

The Commonwealth of Massachusetts has established a goal that all 351 cities and towns should strive to have at least 10% of their housing stock priced (including principal, interest, taxes and insurance using a 5% down payment) in the affordable range. When a town cannot show it is making progress towards this goal then a developer can come in and build housing with some affordable units and bypass a lot of local regulations and zoning, thus the town loses control over the project.

Additionally, prior to the housing market crash of 2008, Mattapoissett’s limited housing inventory, coupled with the desirability of the town to live in, made housing prices jump beyond what is considered affordable. The rising cost of housing made home ownership almost impossible to a generation of the town’s youth, some of its seniors and many of the town’s employees.

While prices settled out somewhat after the 2008 crash, tightening credit has further limited home ownership for a variety of people.

5-3 Existing resources and needs.

As of March 2013, Mattapoissett's housing inventory is as follows;

- There is a total of 3,052 housing units within the town, 2,466 are occupied year round.
- 74.4 % are owner occupied while 25.6% are rented.
- 2,858 are single-family units,

Mattapoissett Presently has approximately 64 units deemed as affordable meaning we need to develop an additional 241 new units to meet the Commonwealths goal.

5-4 Affordable Housing Goals

1. Promote a variety of community housing options for those with modest means, including young adults, families, long-time residents, the elderly down sizes, returning Mattapoissett natives, and municipal employees, while preserving the natural, historic, and rural character of our town; and to nurture our sense of a diverse, yet integrated community.
2. Ensure that new affordable housing is harmonious with the existing community by making sure that proposed projects are in line with the Mattapoissett's Open Space and Recreation Plan, Master Plan and with existing zoning laws.
3. Work towards the 10% State standard for affordable housing so that Mattapoissett is no longer vulnerable to Chapter 40B housing developments.

Section 6 – Guidelines for submission

Applications must be received by November 15th of each year to be considered for recommendation at the spring annual Town Meeting.

Applications shall be submitted to the

Mattapoissett Community Preservation Committee

C/O the Board of Selectmen's office

16 Main Street

Mattapoissett Ma 02739

1. Each project must be submitted to the Community Preservation Committee using the Project submission form as a cover sheet. Requests must include a statement of need and be documented with appropriate support information.
2. Applicants are encouraged to include any maps, diagrams, and/or photographs pertaining to the project. Letters of Support for the project from community organizations or other sources may also be submitted
3. The Community Preservation Committee may require additional (or more detailed) information or further clarification to a submitted application.
4. Applicants should obtain professionally prepared quotes for project costs whenever possible. If such quotes are not available, detailed cost estimates may be used provided the basis of the estimates is fully explained.
5. Applicants should prepare itemized project scopes, with details describing Each item and its estimated cost
6. If the request is part of a multi-year project, included the total project costs and allocations.
7. For applicants that have multiple project requests, please prioritize projects.
8. Applicants should review the CPA, the CPA Bylaw, CPA Plan, The Open space and recreation plan and/or other pertinent town planning documents prior to submitting CPA funding applications.

Section 7 – Project evaluation criteria

7-1 PHASE 1 –Eligibility phase

All project proposals will be evaluated by the committee using these criteria. Projects passing these criteria will be forwarded on for a Phase 2 evaluation. Projects not passing this Phase will be referred back to the applicant.

- Is the project Eligible for Community Preservation Act (CPA) funding according to the requirements described in the CPA legislation (Chapter 44B of Massachusetts General Laws)
- Is the project economically or otherwise reasonably feasible to implement.
- Does the project have sufficient supporting documentation?
- Is there a sufficient level of Public benefit

7-2 PHASE 2 – Project evaluation phase

All project proposals making it to a phase 2 evaluation will be evaluated and scored against the following general criteria;

- **Does the project require urgent or reasonably timely attention?**
- **Does the Project serve multiple needs and populations?**
- **Does the project leverages additional or multiple sources of public and/or private funding**
- **Does the project have a means of support for maintenance and upkeep?**
- **Management of project**
- **Provide a positive impact to the community? Best Interest**

- **X Does the project have support from another Mattapoisett Town Board or Committee?**
- **Does the project address more than one focus area of the CPA?**
- **Does the project preserve and enhance the essential character of the Town**
- **Does the project have consistency with Mattapoisett’s Master Plan, Open Space and Recreation Plan, and other planning documents that have received wide input and scrutiny? And town meeting actions**

Category specific Considerations

The committee should review any of the following specific category specific criteria when considering a proposal. However, these criteria are not a part of the voting process.

General Criteria

- Does the project serve a currently under-served population?
- Does the project help with the preservation of currently owned town assets?

7-3 Open space category

- Does the project involve the acquisition of threatened resources?
- Does the project protect drinking water quantity and quality?
- Provide opportunities for passive recreation and environmental education.
- Preserve scenic and historic views
- Does the property have historic significance such as old foundations, stonewalls, old roads, trails, cart paths, or scenic vistas?
- Does the project permanently protect important wildlife habitat, including areas that are of local significance for biodiversity? Listed as ACEC or have endangered or protected wildlife /Plants
- Does the project preserves primary or secondary priority parcels listed in the Mattapoisett Open Space Plan?
- Does the project have the support of the majority of immediate abutters?
- Provide connections with existing trails or protected open space or Provide coastal access

7-4 Community housing category

- Does the Project promote the use of local contractors where possible?
- Does the project fit within current or proposed zoning regulations?
- Contribute to the goal of 10% affordability as defined by chapter 40B of the Massachusetts General Laws
- Ensure long-term affordability
- Does the project promote the use of existing buildings or construction on town-owned land?
- Does the project attract matching funds or grant opportunities to complete construction?
- Does the project have the support of the majority of immediate abutters?
- Does the project provide housing that is harmonious in design and style with the surrounding neighborhood?
- Does the project Intermingle affordable and market-rate housing?
- Does the project give priority to local residents, Town employees, and employees of local businesses?

7-5 Historic preservation category

- Does the project protect, preserve, enhance, restore and/or rehabilitate historical, cultural, architectural or archaeological resources of significance, especially those that are threatened
- Does the project protect, preserve, enhance, restore and/or rehabilitate town-owned properties, features or resources of historical significance
- Does the project protect, preserve, enhance, restore and/or rehabilitate the historical function of a property or site
- Does the project demonstrate a public benefit
- Does the project have the ability to provide permanent protection for the historic resource
- What is the degree of potential loss or destruction of the resource if proposed action is not taken?
- Is there a sufficient level of appropriateness and professionalism for the proposed work (rehabilitation work is expected to comply with Standards for Rehabilitation stated in the United States Secretary of the Interior's Standards for the Treatment of Historic Properties)?
- Does the applicant have sufficient administrative and financial management capabilities in order to ensure that the project is carried out in a timely manner and that the historic resource can be maintained for continued public benefit?
- Does the project have the support of the Mattapoissett Historical Commission?
- Is there a realistic chance of restoring or preserving the resource?

7-6 Recreation category

- Does the project have consistency with Mattapoissett's Master Plan, Open Space and Recreation Plan, and other planning documents that have received wide input and scrutiny?
- Does the project promote the use of existing buildings or construction on town-owned land?
- Does the project attract matching funds or grant opportunities to complete construction?
- Does the project promote or create new recreational opportunities for Mattapoissett Residents.
- Will more than one age group use the project?
- Can the project be used by more than one activity (multiuse)?
- Does the project include considerations for additional parking?
- Can the project be used more than 1 of the 4 seasons per year?
- Does the project match the surrounding areas character?
- Does the project take advantage of connections to other resources?

APPENDICIES

APPENDIX 1 – Application form

COMMUNITY PRESERVATION PROJECT APPLICATION COVER SHEET

I: Project Information	
Project Title:	
Project Summary:	
Estimated start date: _____ Estimated completion date: _____	
CPA Program Area (check all that apply): <input type="checkbox"/> Open Space <input type="checkbox"/> Historic Preservation <input type="checkbox"/> Community Housing <input type="checkbox"/> Recreation	
II: Applicant/Developer Information	
Contact Person and or/primary applicant:	
Organization (if applicable):	
Mailing Address:	
Daytime phone #:	Fax #:
E-mail address:	
Project Manager:	

III: Budget Summary

Total budget for project:

CPA funding request:

Other Funding Source: _____ \$ _____

Applicant's Signature: _____

Date Submitted: _____

APPENDIX 2 – Project evaluation form

*Mattapoissett Community Preservation Committee
Project Application evaluation form*

Name of Project: _____ Date of evaluation _____

Name of Applicant _____ Requested Funds _____

Project Category (check all that apply) Historic _____ Housing _____
Recreation _____ Open Space _____

PHASE 1 -ELIGIBILITY PHASE

Yes No Is the project Eligible for Community Preservation Act (CPA) funding according to the requirements described in the CPA legislation (Chapter 44B of Massachusetts General Laws)

Yes No Is the project economically or otherwise reasonably feasible to implement.

Yes No Does the project have sufficient supporting documentation?

Yes No Is there a sufficient level of Public benefit

Score _____ of _____

PHASE 2 – PROJECT EVALUATION PHASE

Yes No Does the project require urgent or reasonably timely attention?

Yes No Does the Project serve multiple needs and populations?

Yes No Does the project leverages additional or multiple sources of public and/or private funding

Yes No Does the project have a means of support for maintenance and upkeep?

Yes No Does the project have competent and professional, management

Yes No Does it provide a positive impact to the community? Is it in the best Interest of the Town of Mattapoissett.

Yes No Does the project have support from another Mattapoissett Town Board or Committee?

Yes No Does the project address more than one focus area of the CPA?

Yes No Does the project preserve and enhance the essential character of the Town

Yes No Does the project have consistency with Mattapoissett’s current Master Plan, Open Space and Recreation Plan, and other planning documents that have Received wide input and scrutiny and with recent town meeting actions.

Score _____ of _____

APPENDIX 3 – Grant Form

**TOWN OF MATTAPOISETT
COMMUNITY PRESERVATION COMMITTEE
GRANT AGREEMENT**

PROJECT NAME:

GRANT AGREEMENT:

PROJECT DESCRIPTION:

PROJECT LOCATION:

DATE OF TOWN MEETING & WARRANT ARTICLE NUMBER

PROJECT SPONSOR:

This Grant Agreement made this day of by and between the Town of Mattapoissett, a municipal corporation duly organized under the laws of Massachusetts and having a usual place of business at 16 Main Street, Mattapoissett, MA 02739 (hereinafter referred to as the “TOWN”), acting by and through the Community Preservation Committee (hereinafter referred to as the “CPC” (hereinafter referred to as the “RECIPIENT”), with an address of

The purpose of this Grant Agreement is to implement the following grant award:

WITNESSETH

Whereas, the CPC invited the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c.4B; and

Whereas, in response thereto, the Recipient submitted a proposal for funding for purposes described above as Project Description (hereinafter referred to as the “Project”), and the CPC reviewed and approved the Project and recommended that the funding for the Project be approved at the above-referenced Town Meeting; and

Whereas, the above referenced Town Meeting thereafter appropriated the funds recommended by the CPC, pursuant to the above-referenced Warrant Article and authorized the CPC to enter into a grant agreement with the Recipient for the purposes set forth in the Project.

Now, therefore, the Town and the Recipient agree as follows:

1. Award. Subject to the terms of this Agreement, the Town agrees to award the Recipient the amount of for the Project for the purposes as set forth in Exhibit “ ”.
2. Project Application. The Project Application submitted to the CPC, as may be amended by conditions of the CPC upon award, is incorporated into this Grant Agreement by reference.
3. Term. The term of this Grant Award is from the date of the Town’s execution of this Grant Agreement (the “Commencement Date.”) All of the Project work described in this Grant Agreement must be completed no later than Two (2) years after the Commencement Date (the “Completion Date”), unless the CPC grants an extension for good cause shown. Funds not utilized on the Project must be returned to the Community Preservation Fund Reserve and will be made available for future appropriation to other recipients.

4. Budget: Other Sources of Funding. Prior to the commencement of the Project, the Recipient must submit a complete project budget that accounts for (1) the expenditure of all funds awarded under this Grant Agreement; and (2) all other sources of funding, if necessary, to complete the project as described herein. The Recipient shall not expend any grant funds unless sufficient sources of funding have been secured to complete the Project and the Project Budget has been approved by the CPC. If the CPC determines that funds have been spent on goods or services not included in the Project Budget or otherwise not authorized under the CPA, the Recipient shall be responsible for repayment of such funds to the CPA Fund.
5. Disbursement of Funds. All funding disbursement requests will be presented to the Town Accountant. The Recipient hereby acknowledges and expressly agrees that all disbursements of grant funds to the Recipient shall be according to the Grant Funds Disbursement Schedule (a copy of which is attached hereto as "Exhibit B" and incorporated herein). All disbursements will be limited to project costs incurred in excess of previous grant fund disbursements as of the date of the disbursement request.
6. Requirements for Release of Funds. The Recipient hereby acknowledges and expressly agrees that all disbursements of grant funds to the Recipient, or to third parties on the Recipient's behalf, shall comply with the Community Preservation Fund Appropriation Payment, Accounting and Procurement Policy as promulgated by the Director of Budget and Finance/Treasurer and Chief Procurement Officer (hereinafter referred to as the "POLICY").
7. Reports. The Recipient shall provide the CPC with a Project Status Report, (hereinafter referred to as "PSR") as described in the Policy which shall be due on the first day of January, March, July and October until the Project is complete. The Recipient shall also file a PSR with each Grant Funds Disbursement Request. A Project Closeout Report, in the form attached hereto as Exhibit "C", including digital photo documentation of the Project, where appropriate, is due within 30 days after the Completion Date. The Project Closeout Report shall be to the satisfaction of the CPC, which approval shall not be unreasonably withheld. All documents, including but not limited to photographs, videos, etc. submitted to the CPC shall become the property of the Town of Mattapoisett and shall be available for use by the Town and available to the public under the Massachusetts Public Records law.

8. **Project Liaison.** The CPC may designate a Project Liaison for the project being funded by this Grant Agreement. The Project Liaison may be either a municipal employee or a consultant retained by the CPC for that purpose. The Recipient shall cooperate with the Project Liaison, including providing access to the project site at reasonable times and with reasonable notice. The Project Liaison shall serve as the agent of the CPC for the purpose of monitoring project compliance with the terms of this Grant Agreement and shall periodically report to the CPC regarding the progress of the project funded by this Grant Agreement and the compliance of the Recipient with the terms of this Grant Agreement.
9. **Records.** The Recipient agrees to maintain such records with respect to utilization of the grant funds and income derived there from as are kept in the normal course of business and such additional records as may be required by the CPC. Said records shall be available for inspection by the CPC during the Recipient's normal business hours. The CPC shall be entitled to request copies of any record so kept provided said record does not contain proprietary information of the Recipient.
10. **Deed Restrictions.** Pursuant to Massachusetts General Laws Chapter 44B, s. 12 every project that involves the acquisition of any interest in real property with CPA funds shall be bound by a permanent deed restriction that meets the requirements of M.G.L. c. 184, limiting the use of the interest to the purpose for which it was acquired. Where applicable, the Recipient agrees to the imposition of such deed restriction in a form acceptable to the CPC.
11. **Compliance with laws and Agreement.** The Recipient understands and agrees that projects funded through this Award are made pursuant to and must comply with the requirements of the Community Preservation Act. M.G.L. c. 44B. The Recipient also agrees to comply with all requirements.
12. **Permits and licenses.** It is the obligation of the Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is waived by the award of this Grant.
13. **No Liability of the Town.** By making this award, the Town does not accept any liability whatsoever for any acts, omissions or errors associated with the Project. Nothing in this Grant Agreement shall be construed to render the Town or any elected or appointed official or employee of the town, or their successors in the office, personally liable for any obligation under this Grant Agreement. The Recipient agrees to indemnify and defend the town from all claims, suits or demands, and costs and expenses including attorney's fees resulting from implementation of the Project.

14. Community Preservation Act Awareness. Upon commencement of the Project, the Recipient agrees to post, in an appropriate location mutually acceptable to the parties, a temporary sign stating that the project was funded through the Town of Mattapoisett's Community Preservation Act Program. The Recipient shall also identify that the Project was funded through the Town of Mattapoisett Community Preservation Act Program in its written materials about the Project, including press releases, brochures, etc. Upon completion of the Project, the Recipient may post, in an appropriate location mutually acceptable to the parties, a permanent sign stating that the Project was funded through the Town of Mattapoisett's Community Preservation Act program. All such acknowledgements of Community Preservation Acting funding shall comply with the provisions of the Funding Acknowledgement Guidelines attached hereto and incorporated herein as Exhibit " ”.
15. No Assignment. This Grant Agreement may not be assigned by the Recipient without prior written agreement by the Town of Mattapoisett.
16. Default and Termination.
 - a. If the CPC determines that the Recipient has failed to fulfill all obligations set forth under the terms of this Grant Agreement and so defaulted in said obligations, the CPC shall so notify the Recipient in writing, setting forth the nature and details of the default.
 - b. Upon the Recipient's receipt of said notice of default, the Recipient shall immediately cease to incur any additional expenses in connection with this Grant Agreement.
 - c. The CPC shall hold a public hearing within fourteen (14) days of the date of the Recipient's receipt of the notice of default for the purpose of determining whether this Grant Agreement should be terminated. The Recipient shall have the opportunity to present evidence and argument at said termination prior to the CPC voting whether to terminate the Grant Agreement.
 - d. At the close of the public hearing the CPC shall issue a written decision setting forth its findings that form the basis of its decision. The CPC may:
 1. Vote to reinstate the Grant Agreement without any further conditions; or
 2. Vote to reinstate the Grant Agreement with additional conditions; or
 3. Vote to terminate the Grant Agreement.
 - e. The CPC shall notify the Recipient in writing of the CPC's decision relative to termination of the Grant Agreement.

17. RETURN OF FUNDS.

- a. Upon completion of the Project, any funds granted to the recipient under this Grant Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof.
- b. In the event this Grant Agreement is terminated pursuant to the provisions of Section 16 hereof, any funds granted to the Recipient under this Grant Agreement and not yet expended shall be returned forthwith to the Town without further expenditure thereof.
- c. If this Grant Agreement is terminated as a result of negligent or intentional acts or omissions of the Recipient, the Recipient shall be liable to repay to the Town the entire amount of funding provided under this Grant Agreement, and the Town shall take such steps as are necessary, including legal action, to recover said funds.
- d. In the event the Town is required to take legal action under this Grant Agreement, the Recipient shall be liable for all of the Town's costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney's fees and court costs.

18. NOTICE.

Any and all notices, or other communications required or permitted under this Grant Agreement, shall be in writing and delivered in hand or mailed by certified mail, return

Receipt requested, or by another reputable delivery service to the parties hereto at the following addresses:

19. SEVERABILITY.

If any term or condition of this Grant Agreement or any application thereof shall, to any extent, be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Grant Agreement shall not be deemed affected thereby.

20. GOVERNING LAW.

This Grant Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing, executed by both the Town of Mattapoisett and the Recipient. Signatory below acknowledges and avers that he/she has the authority to execute this Grant Agreement on behalf of the Recipient.

SIGNATURE PAGES TO FOLLOW:

In Witness Whereof the parties have set their hands and seals on the date first written above.

RECIPIENT

BY ITS

TOWN OF MATTAPOISETT

COMMUNITY PRESERVATION COMMITTEE

BY ITS CHAIRPERSON

TOWN ADMINISTRATOR

EXHIBIT STATEMENT OF CPA GRANT AWARD

GRANT AGREEMENT#:

RECIPIENT:

CPA FUND:

AMOUNT OF AWARD:

PURPOSE OF GRANT:

GRANT AWARD DETAIL:

PURPOSE AMOUNT

1. Submission of documentation that demonstrates that the
2. Submission of a disbursement schedule for CPA funds.
3. Copy of Notice to Proceed to general contractor to commence project construction.

EXHIBIT

GRANT FUNDS DISBURSEMENT SCHEDULE

GRANT AGREEMENT#

RECIPIENT:

THE FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THE FOREGOING GRANT AGREEMENT SHALL BE DISBURSED TO THE RECIPIENT PURSUANT TO THE FOLLOWING SCHEDULE:

GRANT AWARD AMOUNT:

PROJECTED DISBURSEMENTS TO BE SUBMITTED BY

The Actual Amount of each disbursement is limited to project costs incurred in excess of previous grant funds disbursements as of the date of the disbursement request.

FINAL DISBURSEMENT TO BE SUBMITTED

Final Disbursement will be made upon determination by the CPC that the recipient has complied with all applicable terms of the Grant Agreement.

TOTAL FUNDS DISBURSED

EXHIBIT

SAMPLE PROJECT CLOSEOUT REPORT FORM

GRANT AGREEMENT#:

RECIPIENT:

Each closeout report shall contain the following information:

1. Narrative of the project, including photographs, where appropriate. The narrative should include the goals and aims of the project; the Community Preservation Act purpose that the project sought to satisfy; the existing conditions prior to the implementation of the project; the current conditions relative to the project purpose and how the implementation of the project contributed to the current conditions.
2. A timeline setting forth the project schedule and indicating when project milestones were achieved.
3. A detailed accounting of all matching grants which the project received and how those matching grants were expended.
4. A detailed accounting of all CPC funded grants the project received.
5. A detailed accounting of all expenses paid or reimbursed by CPC funded grants. This detailed accounting must include photocopies off all invoices, bills, or receipts of expenses paid or reimbursed by CPC granted funds that are not available in the CPC project file at time of closeout.
6. Copies of all Project Status Reports submitted for the project that is not available in the CPC project file at time of closeout.
7. An affidavit of the authorized representative of the recipient that all information in the Project Closeout Report is true and accurate.

EXHIBIT

FUNDING ACKNOWLEDGMENT GUIDELINES

All projects that involve the acquisition, preservation, installation, or development of land, buildings or structures must include a posted sign acknowledging the source of funds following these guidelines set forth by the Mattapoissett Community Preservation Committee. Signs shall be posted during project implementation.

*Signs shall be at least 4 feet by 5 feet and made of durable materials and resistant to the weather

*Lettering shall be in an eligible font and style

*Lettering shall be

Background of sign shall be

Signs shall include the Mattapoissett CPA logo

Signs shall include the name of the project and sponsor

Signs shall not exceed eight feet in height

Signs shall be set back five feet from property line and comply with Town triangle setback requirements for intersections, as may be applicable

Signs shall not be lit internally or externally

Signs shall include the following CPA funding statement:

This project is supported by funds from the Community Preservation Committee,
Mattapoissett, MA

2. For plans, studies, preservation of artifacts, and other similar projects receiving CPA funds, acknowledgement of CPA funding must be included in plans, reports or exhibits by including the following statement:

This project was supported by funds from the Community Preservation Committee,
Mattapoissett, MA

3. Post Project Completion:

Grantee must include acknowledgement of CPA funding if the Grantee chooses to install a permanent sign or other form of public display acknowledging project funding sources and benefactors. The same acknowledgment statement used during project implementation can be used with lettering designed to fit the overall display design selected by the Grantee.

4. Appropriateness:

Where signs or acknowledgements may be out of place, the Grantee may submit to the CPC an alternative signage and acknowledgment statement for CPC approval. The CPC may waive signage requirements under special circumstances as requested by the Grantee.

ATTACHMENT

CERTIFICATE OF AUTHORITY

LIST OF OFFICERS AND DIRECTORS

GRANT AGREEMENT #

RECIPIENT:

I hereby certify that I am the Clerk/Secretary of:

(Print Name of Corporation) ; and that

(Print name of Officer who signs the Grant Agreement) is that

Duly elected (Print title of Officer who signs the Grant Agreement) of said corporation

And that on (Date of Meeting) at a duly authorized meeting of the Board of Directors.

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix it Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

Attest: (Signature of Clerk/Secretary)

Name: (Printed or typed name of Clerk/Secretary)

Date:

NOTE: The Date of the Vote Authorizing Officer to Sign Grant Agreement Must Be Before the Date the Officer Actually Signs the Grant Agreement.

PLEASE ATTACH A LIST OF OFFICERS AND DIRECTORS OF THE CORPORATION

APPENDIX 4 – LOCAL BYLAW

2.16 Mattapoisett Community Preservation

Chapter 1: Establishment - There is hereby established a Community Preservation Committee, consisting of nine (9) voting members pursuant to MGL Chapter 44B (the "Act"). The composition of the committee, the appointment authority and the term of office of the committee members shall be as follows:

One member of the Mattapoisett Conservation Commission as designated by that Commission, one member of the Mattapoisett Historical Commission as designated by that Commission, one member of the Mattapoisett Planning Board as designated by that Board, one member of the Mattapoisett Recreation Committee as designated by that Committee, one member of the Mattapoisett Housing Authority as designated by the Authority and four members to be elected at large from the registered voters from the Town of Mattapoisett. The members appointed by the Conservation Commission, the Historical Commission, the Planning Board, the Recreation Committee and the Housing Authority shall be appointed annually for a term of one year. Elected members shall be elected for two-year terms, with two members elected each year. After the initial appointment or election of the members of the committee, any vacancy occurring in the committee from any cause may be filled for the remainder of the unexpired term by the commission, board or authority, as the case may be, which made the initial appointment, or the Board of Selectmen, for the remainder of the unexpired term. Such appointment shall be made not less than seven days following notice of intent to fill vacancy.

Should any of the Commissions, Boards, Councils, or Committees who have appointment authority under this Chapter be no longer in existence for what ever reason, the appointment authority for that Commission, Board, Council, or Committee shall become the responsibility of the Board of Selectmen.

The Committee shall elect a Chairman and Vice Chairman from among its members and shall elect a Secretary who need not be a member of the Committee. After having a public hearing and requesting recommendations from Town boards and committees, the Committee shall adopt policies, rules and regulations for conducting its affairs and for carrying out its responsibilities. Any member of the Committee may, after a public hearing before the Commission, Board or Authority, which appointed the said member, be removed for cause by majority vote of such Commission, Board or Authority.

Chapter 2: Duties

(1). The Community Preservation Committee shall study the needs, possibilities, and resources of the Town regarding community preservation. The Committee shall consult with existing municipal boards, including the Conservation Commission, the Historical Commission, the Planning Board, the Recreation Committee and the Housing Authority, or persons acting in those capacities or performing like duties, in conducting such studies. As part of its study, the Committee shall hold one or more public informational hearings on the needs, possibilities and resources of the Town regarding community preservation possibilities and resources, notice of which shall be posted publicly and published for each of two weeks preceding a hearing in a newspaper of general circulation in the Town.

(2). The Community Preservation Committee shall make recommendations to the Town Meeting for the acquisition, creation and preservation of open space; for the acquisition, preservation, rehabilitation and restoration of historic resources; for the acquisition, creation and preservation of land for recreational use; for the creation, preservation and support of community housing; and for the rehabilitation or restoration of open space, land for recreational use and community housing that is acquired or created as provided in this section. With respect to community housing, the Community Preservation Committee shall recommend, wherever possible, the reuse of existing buildings or construction of new buildings on previously developed sites.

(3). The Community Preservation Committee may include, in its recommendation to the Town Meeting, a recommendation to set aside for later spending funds for specific purposes that are consistent with community preservation but for which sufficient revenues are not then available in the Community Preservation Fund to accomplish that specific purpose or to set aside for later spending for general purposes that are consistent with community preservation. The Community Preservation Committee may recommend the issuance of general obligation bonds or notes in anticipation of revenues to be raised pursuant to Section 3 of the Act. In every fiscal year, the Community Preservation Committee shall recommend either that the legislative body spend, or set aside for later spending, not less than 10% of the annual revenues in the Community Preservation Fund in each of the following areas for (a) open space (not including land for recreational use), (b) historic resources; and (c) community housing. As provided in the Massachusetts Community Preservation Act, no expenditures shall be made from the Community Preservation Fund without the approval of Town Meeting.

Chapter 3: Requirement for a quorum and cost estimates - The Community Preservation Committee shall comply with the provisions of the Open Meeting Law, G.L. c.39, 23B. The Community Preservation Committee shall not meet or conduct business without the presence of a quorum. A majority of the members of the Community Preservation Committee shall constitute a quorum. The Community Preservation Committee shall approve its actions by majority vote. Recommendations to the Town Meeting shall include the Community Preservation Committee's anticipated costs.

Chapter 4: Amendments - This Chapter may be amended from time to time by a majority vote of the Town Meeting, provided that the amendments would not cause a conflict to occur with MGL, Chapter 44B.

Chapter 5: Severability - In case any section, paragraph or part of this chapter is for any reason declared invalid or unconstitutional by any court of last resort, every other section, paragraph or part shall continue in full force and effect.

Chapter 6: Effective Date – This bylaw shall take effect after all requirements MGL Chapter 40, Section 32 have been met, including approval by the Attorney General of the Commonwealth, and the Town has accepted Chapter 44B, Section 3-7 inclusive. Each appointing authority shall have 30 days after approval by the Attorney General to make its initial appointments.

APPENDIX 5 – Project Update Form

**Town Of Mattapoisett
Community Preservation Committee
Project update form**

Date _____

Name of Project _____

Project Manager _____

Town Meeting/Article _____ CPA Amount _____

Please describe progress made on this project to date.

Please describe work remaining on project and projected conclusion.

Please detail funding spent to date

How Much Funding is remaining _____

Are you ready to release remaining funds _____?

Signature of Project applicant _____

APPENDIX 6 – Sample Conservation Restriction

CONSERVATION RESTRICTION

(when sending drafts, date the draft and number pages)

*(be certain to include the **bold** provisions)*

I, _____, East Main Street, Anywhere, Bristol County, Massachusetts, being the sole (or all of the) owner(s), for my successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant to XXX [*or, if to a municipality, “the Town of _____, acting by and through its Conservation Commission, by authority of Chapter 40 Section 8C], and its permitted successors and assigns (“Grantee”), for (state the consideration), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located in the Town of _____, Massachusetts constituting approximately ____ acres [OR “a _____ acre portion of a _____ acre parcel” if the CR is over a portion of a parcel] (“Premises”), and more particularly described in Exhibit A and attached plan/sketch plan. For Grantor’s title see _____ County Registry of Deeds Book _____, page _____.*

[If there is a mortgage, you must obtain a subordination and record it prior to the CR].

[If the CR was required as part of a permit, mention the permit, including recording information..]

[If there are building envelopes or exclusions, mentioned them; they must be defined by a metes and bounds description; a survey and boundary markers or alternate legal language is necessary.]

[If the CR will be a charitable deduction, include IRS language, make sure the purposes and prohibited acts comply with IRS requirements]

I. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

[State if the CR was purchased with or required by a grant or CPA funds and include the grant documents and a certified or attested copy of any town meeting votes showing the purpose of the purchase as an exhibit. Town meeting votes should include authorization for the granting of a CR. A vote for a CPA purchase should state that the purchase is for specific categories within “open space”, rather than just “open space purposes,” to avoid later disputes over the uses to be allowed, such as active vs. passive recreation.]

These values include the following: *[THIS SHOULD REFLECT THE ATTRIBUTES OF YOUR CR AND SHOULD BE SPECIFIC TO THE CR PREMISES]:*

Examples of values:

- **Open Space Preservation.** *[Mention if this ties in to an Open Space Plan. Example:]* The protection of the Premises contributes to the protection of the scenic and natural character of _____ and the protection of the Premises will enhance the open-space value of these lands.
- **Scenic Protection.** The Premises are located within the 1992 Massachusetts Landscape Inventory listed as being important for its natural, scenic, and historic features.
- **Flood Plain Protection.** The majority of the Premises lies within the 100-year floodplain. The protection of this floodplain will ensure the continued availability of this flood storage during major storm events.
- **Protection of Wildlife Habitat.** The entire Premises falls within an area designated as “Priority Habitat for State-Protected Rare Species” by the Massachusetts Natural Heritage Program. The Premises contains approximately 3 acres of wooded wetlands and an approximately 1/2-acre vernal pool. *[If there are particular listed species or habitat, note them]*
- **Furtherance of Government Policy.** Protection of the Premises furthers the Town of xxx’s 1996 Open Space and Recreation Plan: the protection of the Town’s scenic landscape (Objective 2a), the protection of forest and farmland (Objective 2b), the protection of the Town and Region’s water resources (Objectives 3a & 5a), and provides extra protection to the Town’s most fragile resources (Objective 3b). *[If the CR is a charitable deduction, it should identify any federal, state, regional or local initiatives or policies; i.e., the BioMap, Natural Heritage, Living Waters, etc.]*
- **Public access trails** for passive recreation, education, and nature study.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;

- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;
- (7) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises *[if applicable]*;
- (8) Subdivision; conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel.
- (9) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises.
- (10) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:

[Insert appropriate reservations of rights, such as the following examples]

(1) Recreational Activities. Fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities;

(2) Vegetation Management. In accordance with generally accepted forest management practices, removing of brush, selective *de minimis* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas, woods roads, fence lines and trails and meadows; [*Vistas and woods roads needs to be defined to prevent clear cutting for a 360° vista; multiple 50' wide woods roads, etc. – tie in to a defined area, by using language such as “as shown on Baseline Survey” (make sure the survey exists)*]

[If forestry is to be allowed, must be conducted in accordance with a forest management plan and Forest Cutting Plan approved by The Department of Conservation and Recreation acting by and through its State Forester (or any successor agency) and designed to protect and enhance the conservation values of the Premises, including, without limitation, water quality, water features, scenic views, wildlife habitat, etc.]

(3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.

(4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction;

(5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

(6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission or appropriate successor official;

(7) Trails. The marking, clearing, maintenance and construction of not more than 2 unpaved footpaths Trails are to be not wider than ____ feet;

(8) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, and the protected conservation values; and,

(9) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

C. Notice and Approval. Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction. Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. The Grantee shall have the right to pursue third party violations, and the Grantor agrees to cooperate. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, [determined at the time of the gift][use only if a charitable deduction or tax credit is being sought], bears to the value of the unrestricted property [at that time]. Such proportionate value of the Grantee's property right shall remain constant. The distribution of any proceeds will occur only after complying with the terms of any gift, grant, or funding requirements.[If a charitable deduction or tax credit, either put in the proportional values based on the appraisal, or add "The Grantor has provided the Grantee with a copy of the appraisal or other evidence of the proportional values which Grantee will keep on file as evidence of same.]

C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after his or her ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to ensure that merger does not occur. No grant will be effective until this Conservation Restriction is assigned to avoid merger and preserve enforcement of the terms of this Conservation Restriction.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the _____ Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the _____ Registry of Deeds. The Grantee shall record this instrument in timely manner in the _____ Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor:

To Grantee:

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

WITNESS my hand and seal this _____ day of _____, 200_.

Name(s) & signatures (of ALL owners)

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this _____ day of _____, 200_, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by _____ this _____ day of _____, 200_.

By: _____

Its: _____, duly authorized

(INSERT NOTARIZATION)

APPROVAL OF SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of _____, hereby certify that at a meeting duly held on _____, 200_, the Select Board voted to approve the foregoing Conservation Restriction to the _____ pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

Select Board

(INSERT NOTARIZATION)

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the Town of _____ has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 200_

Ian A. Bowles
Secretary of Energy and Environmental

Affairs
(INSERT NOTARIZATION)

Exhibit A

Legal, metes and bounds description, and/or a reference to a recorded or registered plan showing the boundaries. Mention plan if there is one, and where it is recorded, or, "to be filed herewith". Attach an 8 ½ x 11 copy of the plan as an Exhibit ("sketch plan"). "As further shown on the Plan/Sketch Plan, attached hereto."

Mention area of CR; "all of a 6 acre lot" or if it is a portion of a lot, say "an ____ acre portion of a ____ acre lot". For building envelopes or exclusions, a legal description of the exclusion(s) is needed, and show on the plan.

Said land is subject to (*mention any easements and or mortgages and their recording information*).

Said land has the benefit of (*mention any easements or other benefits and where they are recorded*).

Other Exhibits, as appropriate: Town Meeting Vote, Subordination Agreement, Baseline Survey, Forestry Plan, etc.

(Sample) Subordination of Mortgage

I/we, _____, Present holder(s) of a mortgage on property located at _____ Massachusetts (“Premises”) from ___ to ___ dated ___ and recorded with _____ Registry of Deeds in Book _____, Page _____, hereby approve of, and subordinate the Mortgage and the obligations secured thereby to the Conservation Restriction covering all/a portion of the Premises to be recorded, to the same extent as if the Conservation Restriction had been executed and recorded before the execution and recording of the Mortgage.

In Witness Whereof, the said _____ has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by _____ its _____ this ___ day of _____, 20__.

by:

_____, 20_____

[Attach acknowledgement certificate/notarization here]