Westfield’s Community Preservation Act funds were leveraged to secure a state grant which provided for the design and installation of the water spray park at Sadie Knox Playground in 2015.
City Of Westfield
Community Preservation Committee

Thomas Sharp, Chair - Conservation Commission
Joe Muto, Vice Chair - Mayoral Appointee
William Porter - Mayoral Appointee
Cindy Gaylord - Historical Commission
Kate Deviny - Historical Commission Alternate
Daniel Kelly - Housing Authority
Michael Tirrell - Parks and Recreation Commission
Vincent Olinski - Parks and Recreation Commission Alternate
Cheryl Crowe - Planning Board
William Carellas - Planning Board Alternate

Planning Department

Jay Vinskey, AICP - CPA Administrator
Christine Fedora - Secretary to the Committee
I. Introduction

Vision

The Community Preservation Committee envisions Westfield's character and quality of life as being enhanced by its actions in wisely directing public funds to preserve the City’s natural landscape and resources, expand and improve recreational opportunities, preserve historically significant resources, and secure an adequate and diverse supply of affordable housing.

This plan is intended as a guiding document for reviewing and prioritizing projects which come before the Community Preservation Committee and for directing the actions and energies of the Committee in seeking appropriate uses of the City’s taxpayer-funded Community Preservation Act account. This document was first adopted by the Committee on January 12, 2017. It is intended to be revisited periodically, and was re-adopted in its current form on May 10, 2018, following a public hearing held on April 11, 2018.

Background

The Community Preservation Act (known as “CPA” and MGL Chapter 44B) was enacted as a tool to aid Massachusetts municipalities in the preservation of qualified open space, historic, recreation and housing resources. The Act authorizes revenues to be raised from two sources in order to fund resource preservation projects: up to a 3% real estate tax surcharge; and fees for recording Registry of Deeds documents. The state originally matched all, though more recently just part, of the funds raised locally to augment monies available for projects in Westfield. The CPA was adopted by the voters of the City in 2003. Westfield locally funds its CPA account by a 1% property tax surcharge.

CPA funds can be used to address four core interests:

- Open Space
- Historic Resources
- Community Housing
- Recreational Land

The Community Preservation Act establishes specific eligibility requirements for each of the above categories, and not all projects that address one of these community interests are necessarily also CPA-eligible.

A minimum of 10% of the annual revenues of the fund must be set aside for each of the first three core community interests. The remaining 70% can be allocated for recreation or any combination of the allowed uses under CPA. Any allocated funds not expended in the current fiscal year accumulate in the City’s CPA reserve account and may be accessed only for an eligible CPA project in the category for which the funds are designated. Housing funds can only be spent for housing projects and cannot be used for an open space project, for example. CPA funds are separately maintained and cannot mix with the general City budget.

To champion local community preservation efforts, the City established a Community Preservation Committee (CPC) which consists of 7 members: two Mayoral appointees and one each representing the Historic Commission, Housing Authority, Conservation Commission, Planning Board and Parks & Recreation

In 2016, the Our House project celebrated its completion. The 1800’s structure was converted to provide housing for homeless youth, with partial funding assistance from the CPA.
Commission. Boards/Commissions select their own representative and alternate representative to the CPC. The City Council also selects a Councilor to serve as a liaison to the Committee. The CPC typically meets on a quarterly basis to review requests for funding and discuss community preservation issues.

**CPC Responsibilities**

The CPC is responsible for developing community preservation plans, undertaking studies, and making recommendations for the expenditure of funds generated from the Community Preservation Act on specific qualified projects.

The CPC solicits and evaluates project submissions, both proactively and reactively. Project submission requirements can be found on the CPC’s Grant Application Form. CPC recommendations for expenditures must comport with one or more of the following: the acquisition, creation, and preservation of open space; the acquisition and preservation of historic resources; the acquisition, creation and preservation of land for recreation use; the creation, preservation and support of community housing; or the rehabilitation or restoration of such open space, historic resources, land for recreational use and community housing (Appendix A).

**Funding Process**

For qualified projects, the CPC forwards a recommendation to the Mayor for the expenditure from a specific CPA account category. The Mayor, in turn, submits the request to the City Council for the actual CPA fund appropriation. The Council may reduce, but not increase, funding recommended by the CPC, and no CPA appropriation may be made without first receiving the Committee’s approval. While it has occurred, the Council rarely rejects a project endorsed by the CPC.

After appropriation the CPC typically requires a grant agreement (Appendix B) for non-municipal projects before funds are released, as the CPC is responsible for ensuring funds are used in compliance with the Community Preservation Act and, further, that the resource’s public interests are protected over time.

The Committee must report annually to the Department of Revenue for any CPA appropriations in the prior fiscal year. The Planning Department provides staff and administrative support to the Committee.
II. General Project Evaluation Criteria

A prospective project will be evaluated according to the following criteria:

- Meets the goals of the Community Preservation Act
- Specifically benefits the City of Westfield and its residents
- Demonstrates consistency with Open Space and Recreation Plan and other planning efforts or documents
- Demonstrates consistency with recent City Council actions and initiatives
- Demonstrates urgency or preserves resources that would otherwise be threatened and/or are under imminent development pressures
- Preserves the essential character of the City and its neighborhoods
- Preserves City-owned assets
- Produces an advantageous cost/benefit value or return on the City’s investment
- Demonstrates practicality and feasibility, including the ability to be implemented expeditiously and within budget
- Utilizes multiple sources of funding and leverages additional public and/or private funds;
- Serves a currently under-served population
- Meets multiple needs and serves multiple populations
- Serves more than one CPA purpose (especially in an integrated manner, such as linking open space, recreation and community housing)
- Possess a high degree of visibility
- Receives prior endorsement by other municipal boards, City officers or departments.

In 2013, CPA funds were appropriated to stabilize this 1861 one-room schoolhouse in Wyben, though more restoration work is needed. (Historical Commission 1914 photograph)

CPA funds partially funded the preservation of decaying historic City documents, some dating back to the 1660s. (2014)
III. Category-Specific Project Evaluation Criteria

This section of the plan outlines the criteria the Community Preservation Committee uses to evaluate applications presented for funding (in addition to the requirements of the Community Preservation Act). A well-positioned proposal will address several of the category-specific criteria. While the CPC possesses broad discretion in applying and weighting these criteria to the unique circumstances regarding any specific project, one which does not adequately maximize these criteria or meet the intent of the Community Preservation Act may not be endorsed for funding, even if sufficient funds are otherwise available.

Open Space

☐ Permanently protects important wildlife habitats, including areas that are of local significance for biodiversity, contain a habitat type that is in danger of vanishing from Westfield or preserve habitat for threatened or endangered species of plants or animals

☐ Protects geologic elements or topographic features which are unique to or rare in Westfield

☐ Protects forests, meadows or other plant communities which are unique to or rare in Westfield

☐ Preserves Westfield's rural and agricultural character, including actively farmed or managed landscapes

☐ Expands a contiguous area of already protected land

☐ Provides opportunities for passive recreation and environmental education

☐ Protects or enhances wildlife corridors, promotes connectivity of habitat or prevents fragmentation of habitats

☐ Provides connections or potential linkages with existing trails

☐ Preserves scenic views or scenic road corridors

☐ Protects drinking water quantity and quality by preserving lands in the Zone II Aquifer areas

☐ Provides for flood control or flood storage

☐ Preserves important surface water bodies, wetlands, or vernal pools

☐ Preserves or expands riparian zones, especially in urbanized areas

☐ Preserves a priority land area identified in the Open Space Plan

☐ Provides for public access

☐ Receives endorsement by the Conservation Commission

☐ Possesses above criteria and is threatened by land development

The City combined its CPA funds with a landowner donation to secure the development rights on 14 acres located off North and Southampton Roads, thereby permanently preserving the land as open space. (Corell-Seher Property, 2013)
**Recreational Land**

- Supports multiple recreational uses
- Supports a resource which is visible and available to the general public
- Serves a significant number of residents
- Serves a disadvantaged population or geographically underserved area
- Introduces a new recreational opportunity or type of recreation not currently available in the City or in a specific neighborhood
- Expands recreational opportunities available to Westfield residents of all ages and abilities
- Jointly benefits Conservation Commission and Park and Recreation Commission priorities or initiatives by promoting low-impact recreation, such as hiking, biking, and cross-country skiing, on City-owned or acquired property
- Maximizes the utility of land already owned by the city
- Incorporates low-impact site design features and respects natural landscape patterns
- Formalizes or links to off-road trails and corridors to create safe and healthy non-motorized transportation opportunities
- Rehabilitates or overhauls an existing recreational resources to improve accessibility, aesthetic and utilization (well beyond the scope of regular maintenance activities)

**Historic Resources**

- Protects, preserves, enhances, restores and/or rehabilitates historic, cultural, architectural or archaeological resources of significance* that are:
  - threatened by loss, destruction or deterioration
  - city-owned properties or artifacts, or
  - within and contributing to a designated historic district, listed on the State or National Historic Registers, or on the Westfield Historical Commission’s list of Properties of Historic Significance
- Demonstrates a public benefit
- Supports a resource which is visible and available to the general public
- Demonstrates the ability and commitment to provide permanent protection for maintaining the historic quality of the resource (such as by deed restriction)
- Recognizes, preserves and enhances the historic heritage of the City of Westfield in its entirety
- Optimizes and increases the use, enjoyment, awareness and access of the City's historic resources by residents and visitors
- Makes assets functional and accessible for their intended use
- Receives endorsement from the Historical Commission (*in many cases the Commission must determine the significance of a historic resource before qualifying for CPA funding*)
Community Housing

- Contributes to the City’s goal of 10% housing affordability (M.G.L. Chapter 40B)
- Promotes a socioeconomic environment that encourages a diversity of income, ethnicity, culture and age
- Gives priority to local residents
- Intermingles affordable and market rate housing at levels that exceed state requirements for the percentage of affordable units
- Ensures long-term affordability (such as by income-based deed restriction)
- Utilizes and rehabilitates the existing housing stock or other existing structures
- Promotes re-use of buildings or new construction on previously-developed or city-owned sites
- Converts market rate units to affordable units, particularly outside the downtown area
- Develops or introduces affordable units in geographically underserved and suburban neighborhood areas and diversifies housing opportunities throughout the City
- Provides housing that is harmonious in scale with the surrounding community
- Ensures that the new community housing is designed to maintain site design harmony and an intensity of development which is consistent with the natural landscape
- Incorporates low impact design features and energy efficient measures
- Provides on-site amenities or usable open space
- Considers and incorporates visit-ability, connections to public transportation, bicycle trails and pedestrian links to the broader neighborhood and commercial areas
- Respects and integrates traditional and historical architectural features and development patterns found in existing structures or neighborhoods

CPA partially funded the construction of the Reed House Annex, which contains 9 efficiency housing units serving Westfield’s lower income individuals and persons with disabilities. (2009)
IV. Community Preservation Priorities & Perspectives

Open space preservation has been a popular and generally well-received use of funds. Westfield’s CPA efforts have contributed to over 800 hundred acres of land being preserved for agriculture, parkland or conservation purposes. In most cases, no other source of funding was available to substitute for CPA’s role, and such an achievement would most certainly have otherwise been unrealized.

Historic projects have regularly appeared on the Committee’s agendas. These included municipal endeavors, such as the restoration of City Hall’s exterior and the Old Burying Ground’s gravestones, as well as privately-owned historic buildings for which the CPC mandates a historic deed restriction to protect the public investment.

Relative to community housing, the number of projects and applicants have been limited. In an attempt to remedy this, the CPC has endorsed the establishment of a housing trust, which could receive regular CPA appropriations, disbursable administratively on a smaller-scale and more flexible basis. Recreational projects have also been somewhat limited, although changes to CPA legislation in 2012 broaden the allowable uses of funds for this purpose.

The CPC has reached out to the City Council, Parks and Recreation, Conservation Commission, Historical Commission, Planning Board and the Housing Authority to help guide its focus and establish the priorities outlined in this plan. While the Committee welcomes public comment at its meetings, a more deliberate public outreach effort should be pursued in the continued formulation and refocusing of these efforts. In any case, the materialization of the foregoing criteria is considered to be in the interest of furthering this plan and the CPC’s mission.

Recognizing that the character of our community is formed by its natural and built landscape (whether publicly or privately-owned), its historic traditions and the diverse population of people who call Westfield home, the Community Preservation Committee will continue to strive to protect these interests and deliver to future generations a City that has respected and deliberately maintained the distinctness of its community character.
## Appendix A. Allowable CPA Expenditures

### Community Preservation Fund Allowable Spending Purposes (G.L. c. 44B, § 5)

<table>
<thead>
<tr>
<th>Definitions (G.L. c. 44B, § 2)</th>
<th>Open Space</th>
<th>Historic Resources</th>
<th>Recreational Land</th>
<th>Community Housing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquire property interest by gift, purchase, devise, grant, rental, rental purchase, lease or otherwise. Only includes nonreal estate as provided by G.L. c. 44B</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
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<tr>
<td>Creation</td>
<td>Yes</td>
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<tr>
<td>Preservation</td>
<td>Yes</td>
<td>Yes</td>
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</tr>
<tr>
<td>Support</td>
<td></td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Rehabilitation and restoration</td>
<td>Yes if acquired or created with CP funds</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes if acquired or created with CP funds</td>
</tr>
</tbody>
</table>

Source: DOR
Appendix B. Standard Grant Agreement
COMMUNITY PRESERVATION ACT GRANT AGREEMENT

This Grant Agreement (hereinafter “Agreement”) is made this _____ day of ___________, ______, by and between the City of Westfield, acting through its Community Preservation Committee (hereinafter “CPC”) with an address of 59 Court Street, Westfield, MA 01085 and ________________, (hereinafter “Recipient”) with an address of _______________. The purpose of this Agreement is to implement the following grant award, subject to the terms and conditions enumerated below:

Project Name: ________________
CPA Category: ________________
Project Description: ________________
Project location: ________________
Owner of Record: ________________
Total Grant Funds: ________________
City Council Appropriation: ________________

WITNESSETH

Whereas, the CPC invites the submission of proposals for grants of funds for purposes consistent with the Community Preservation Act, G.L. c.43B; and

Whereas, the Recipient submitted a proposal for funding for purposes in the stated on the above 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 by the City Council; and

Whereas, the City Council thereafter appropriated funding as described above, customarily authorizing the CPC to enter into a grant agreement with the Recipient for the purposes set forth in the Project; and

Now, Therefore, the City of Westfield, through its CPC, and the Recipient/Owner agree as follows:

1. AWARD. Subject to the terms of this Agreement, the City of Westfield agrees to award the Recipient the above Grant Funds, acquired through the Community Preservation Act, M.G.L. c. 44B (hereinafter “the Act”), for the above-referenced Project.

2. PROJECT APPLICATION. The Project Application submitted to the CPC, as may be amended by the terms and conditions set forth in this Agreement, is incorporated into this Agreement by reference. The CPC may subsequently vote to approve any amendment or revision of the original Project Application or scope, as requested by the Recipient, provided any such significant change may also require City Council action and/or an amendment to this agreement.
3. TERM. The term of this Grant Award is 4 years from the date of the City’s execution of this Agreement unless, for good cause shown, the CPC votes to approve an extension of time. If the Recipient has received any Grant Funds, expiration of the term shall not extinguish the requirements and obligations established by this Agreement.

4. BUDGET & OTHER FUNDS. Prior to the commencement of the Work, the Recipient shall compile a complete project budget that accounts for the expenditure of all funds awarded under this Grant Agreement; and all other sources of funding, if necessary, to complete the project as described herein. Recipient shall not expend any grant funds unless sufficient sources of other funding have been secured such that the entirety of the project work can be completed and suitably maintained.

5. FUNDS AVAILABILITY AND ACCESS. The Grant Funds shall be released through the Administrator of the CPC (Department of Community Development & Planning). At any time after the execution of this Agreement by the City, the Recipient may make a written request (invoice) to said administrator to receive the Grant Funds or portions thereof. Upon review of said request, and within 10 business days, the Administrator of the CPC shall either take such action as is necessary to initiate release of the Grant Funds or refer the request to the CPC for further review.

The initial request for funds shall include:
   a) project budget, per Section 4
   b) project timeline, indicating target dates and milestones

All such requests shall be accompanied by:
   a) an executed contract for eligible work to be undertaken;
   b) invoices showing all or part of the eligible work completed; and/or
   c) proof of payments made for eligible work (for reimbursement).

6. PROGRESS REPORTING. In the case where any Grant Funds are received in advance of work being undertaken, the Recipient shall proceed expeditiously with the project, and a Progress Report together with any documentation of fund expenditures is due on the first business day of April, July, October and January until fully expended or project completion. Reports shall be to the satisfaction of the CPC, whose approval shall not be unreasonably denied.

7. CLOSEOUT REPORTING. A Project Closeout Report which includes an updated project budget showing sums as expended within each budget category is due within 30 days of either the end of the term, the expenditure of all Grant Funds or project completion, whichever is earlier. The CPC may require that the report be presented in person at their meeting. The Project Closeout Report shall include:
   a) proof of payments made for eligible work (cancelled checks, etc) not previously submitted;
   b) updated Project Budget;
   c) documentation of completed work (photos, etc.), if not readily apparent;
   d) status of the conditions of this Agreement, including any deed restriction; and
   e) the return of surplus funds, if any.

8. REIMBURSEMENT. 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 prompt repayment of such funds to the City.

9. RECORDS. All documents, including but not limited to reports, budgets, applications, invoices, photographs, etc. submitted to the CPC shall, subject to the rights of Recipient under the patent, copyright or trademark laws of the United States, become the property of the City of Westfield and shall be
available for free public display by the City or as otherwise may be required under Massachusetts Public Records laws. The Recipient agrees to maintain such records with respect to utilization of the grant funds and income derived therefrom 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. CPC ADMINISTRATOR. Unless the CPC specifies a different project liaison, the CPC Administrator 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.

11. DEED RESTRICTIONS & RETAINAGE. Pursuant to Massachusetts General Laws Chapter 44B, §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. Other deed restrictions or limitations, relative to protecting the interest of the Act (such as historic preservation or limited income housing) the Anti-aid Amendment to the Massachusetts Constitution and the policies of the CPC may be required and described in Section 21. Recipient agrees to the imposition and timely recording of such restriction in a form acceptable to the CPC. Subordination to this restriction by any mortgage/lien holder in effect prior to its recording shall be required. Recipient/Owner shall bear all costs and responsibility for drafting and implementing the restriction with the appropriate City and State entities, in conformance with the customary approval process. The greater of $2,500 or 5% or of the project’s grant funds shall be retained by the City until such time that the deed restriction has been duly recorded, unless otherwise authorized by a vote of the CPC taken subsequent to this agreement.

12. COMPLIANCE WITH LAWS AND AGREEMENT. Recipient understands and agrees that projects funded through this award are made pursuant to, and must comply with, the requirements of the Act. Recipient also agrees to comply with all requirements of this Agreement.

13. PERMITS AND LICENSES. It is the obligation of Recipient to obtain all permits and licenses necessary for implementation of the Project. No local permit or license is herein granted or waived.

14. NO LIABILITY OF CITY. By making this award, the City 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 City or any elected or appointed official or employee of the City, or their successors in office, personally liable for any obligation under this Grant Agreement. Recipient agrees to indemnify and defend the City from all claims, suits or demands, and costs and expenses, including attorney’s fees resulting from implementation of the Project.

15. COMMUNITY PRESERVATION ACT AWARENESS. Recipient shall identify that the Project was funded through the City of Westfield Community Preservation Act in its written materials about the Project, including construction signs, press releases, brochures, etc. Upon completion of the Project, Recipient agrees to post, as appropriate and in a manner mutually acceptable to the parties, a permanent sign stating that the Project was funded through the City of Westfield Community Preservation Act.

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 hearing 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: vote to reinstate the Grant Agreement without any further condition; or vote to reinstate the Grant Agreement with additional conditions; or vote to terminate the Grant Agreement. The CPC shall notify the Recipient in writing of its decision.

17. RETURN OF FUNDS.

a) Upon completion of the Project or end of the term, any Grant Funds as yet unspent or unencumbered shall be returned forthwith, and without further actions for the expenditure thereof, by the Recipient to the City for deposit to the original funding account.

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 likewise returned.

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 City the entire amount of funding provided under this Agreement, and the City shall take such steps as are necessary, including legal action, to recover said funds. In such case, the Recipient shall be liable for all of the City’s costs expended for the enforcement of this Grant Agreement, including but not limited to reasonable attorney’s fees and court costs.

18. 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.

19. ENTIRE AGREEMENT; NO ASSIGNMENT. This Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by both the City of Westfield and the Recipient. This Grant Agreement may not be assigned by the Recipient without prior written agreement by the City of Westfield.

20. RECIPIENT’S ATTESTATION. Recipient, to the best of his/her/its knowledge and belief, has filed all Massachusetts tax returns and paid all Massachusetts and City of Westfield taxes and fees due as required under law. Where Recipient is not a natural person, signatory below acknowledges and avers that he/she has the authority to execute this Agreement on behalf of the Recipient and will furnish such a certificate of authority upon request.

21. SPECIAL CONDITIONS.

a) Deed restrictions & other project-specific conditions are described here

b) [SIGNATURE PAGE FOLLOWS]