



# Fairhaven Board of Selectmen

## Meeting Minutes

### March 25, 2019

Present: Chairman Daniel Freitas, Vice Chairman Charles Murphy, Clerk Robert Espindola, Town Administrator Mark Rees and Administrative Assistant Vicki Paquette.

Chairman Freitas called the meeting to order in the Town Hall Banquet Room at 6:34 p.m. The meeting was recorded by Cable Access.

#### MINUTES

Mr. Murphy made motion to approve the minutes of February 27, 2019, open session. Mr. Espindola seconded. Vote was unanimous. (3-0)

Mr. Murphy made motion to approve the minutes of March 4, 2019, open session. Mr. Espindola seconded. Vote was unanimous. (3-0)

#### TOWN ADMINISTRATORS REPORT

Mr. Rees told the Board he has been busy working on the Town's budget this week.

#### COMMITTEE LIASON REPORT

- Mr. Murphy told the Board that the Japan Sister City will be hosting a Friendship Festival on May 4, 2019 at the Whitfield museum.
- Mr. Espindola attended at meeting for Southeastern Regional Planning and Economic Development District (SRPEDD) where the Municipal Fiber was discussed.
- Mr. Espindola said the Marine Resources committee voted to update the fee structure for Union Wharf.
- Mr. Espindola told the Board that the Cable Advisory Committee will be meeting with Doctor Baldwin regarding the funding requirements.
- Mr. Espindola said the Volleyball game that was sponsored by the Wellness Committee was well attended.
- Mr. Freitas said the Rogers School Working Group met recently to discuss the sale of Rogers School.

#### YOGA AT GRIMSHAW PARK

Mr. Murphy made a motion to approve the use of Grimshaw Park for Yoga on Saturday mornings and Monday, Wednesday and Thursday nights pending approval by the Police and Fire. Mr. Espindola seconded. Vote was unanimous. (3-0)

#### NATIONAL DAY OF PRAYER

Mr. Murphy made a motion to approve the use of Town Hall for the National day of prayer on May 2, 2019 and the use of the auditorium in the event of inclement weather. Mr. Espindola seconded. Vote was unanimous. (3-0)

#### **WEST ISLAND 5K**

Mr. Murphy made a motion to approve the West Island 5K run/walk on Sunday, April 28, 2019 and to waive the parking fees at Hoppy's Landing pending Police, Fire and BPW approval. Mr. Espindola seconded. Vote was unanimous. (3-0)

#### **BLOOM 5K**

Mr. Murphy made a motion to approve the Bloom 5K on November 2, 2019 pending approval by the Police and Fire departments. Mr. Espindola seconded. Vote was unanimous. (3-0)

#### **NEMASKKET GROUP 5K**

Mr. Murphy made a motion to approve the Nemasket Group 5K run/walk on May 4, 2019 pending Police and Fire approval. Mr. Espindola seconded. Vote was unanimous. (3-0)

#### **TOWN HALL WEDDING**

Mr. Murphy made a motion to approve the use of Town Hall for a wedding on Tuesday, December 31, 2019. Mr. Espindola seconded. Vote was unanimous. (3-0)

#### **DOANE COURT STREET ACCEPTANCE**

Mr. Murphy made a motion to accept the easement for a public way on Doane Court. Mr. Espindola seconded. Vote was unanimous. (3-0)

#### **FORD FAMILY REALTY TRUST**

Mr. Rees reminded the Board that this was a process started several years ago when Mr. Ford was using his land as a contractor's yard. Town entered into a lengthy legal process for enforcement action for zoning violations and this has finally come to a resolution. Mr. Ford can continue to use the land in its current capacity until October 31, 2023. The agreement states there will be annual inspections of the land done to insure that he is in compliance. Mr. Murphy made a motion to approve the settlement and release agreement with the Ford Family Trust. Mr. Espindola seconded. Vote was unanimous. (3-0) (Attachment A)

#### **AGE FRIENDLY INITIATIVE**

Council on Aging Director, Anne Silvia and Tufts Grant Coordinator, Christine Sullivan met with the Board to introduce the Age Friendly Initiative. Ms. Sullivan explained that AARP has recognized the city of New Bedford as an age friendly community and she would like to have Fairhaven be on that list as well. Age friendly is about improving conditions for older folks in the community. This program was started in 2006 and Massachusetts is the second state to be declared as age friendly in the US. Ms. Sullivan explained that currently there is a Community Compact Grant available for Fairhaven to apply to become an age friendly community. Ms. Silvia told the Board that the Town is already close to what the grant is looking for but there needs to be community involvement by way of some committees and departments to help coordinate this effort. Once the initiative is started the Town has 2 ½ years to complete the process. Mr. Murphy made a motion to fully support the COA efforts to becoming a certified an

age friendly community and direct the Town Administrator working through his Department heads to provide the support necessary to apply for the certification. Mr. Espindola seconded. Vote was unanimous. (3-0) (Attachment B)

### **EVERSOURCE POLE LOCATION**

At 7:14 Chairman Freitas opened the public hearing for Eversource's petition for a proposed pole location on Alden Road. There were no questions, comments or concerns from the public. The Chairman closed the hearing at 7: 15 p.m. Mr. Murphy made a motion to approve the pole location for one pole on Alden Road, South of Plaza Way, Pole #3A/13.5. Mr. Espindola seconded. Vote was unanimous. (3-0)

### **REVIEW OF ARTICLES FOR MAY 4, 2019 TOWN MEETING**

Mr. Rees updated the Board that the warrant for the May 4, 2019 annual town meeting has been posted, any other articles not on the warrant will be included in a special town meeting warrant within the annual town meeting. He will have the draft prepared for the next Board of Selectmen's meeting. (Attachment C)

### **FY 20 BUDGETS**

Mr. Rees passed out a spreadsheet with a proposed 2% Cost of Living Adjustment (COLA) for non-union employees.

Fairhaven Fire Chief Tim Francis and Deputy Chief Todd Correia met with the Board to discuss adding two more firefighters to the budget. Chief Francis told the Board that he would like to have these positions because there have been several times recently that the station has been left unmanned due to not enough man power and more call volume. He stated that some of the reason is due to the fact Fairhaven is losing staff because they are going to other communities that pay better and his staff is getting "burned out" because they are being forced to work longer shifts. The Chief said the process of hiring a new personnel is a long process because once they are hired they also need to attend the Fire Fighter Academy. Chief Francis stated that the ambulance fund has been increased and this may help to cover the costs of the added firefighters. Deputy Chief Correia said there is 1.20 million dollars in the ambulance fund currently. Next year it is projected to bring in 1.53 million dollars. Mr. Rees suggested that if the department delay the hiring until January 1, 2020 then there could be enough money to hire two full time firefighters for a half of fiscal year each or the Board may also be able to make a onetime exception and use free cash. Board members understood the need for additional personnel and don't like the idea that the station is left empty at times.

Mr. Murphy made a motion to move the Town's free cash in the amount of \$86,100 for onetime costs for Assessors Software Upgrade and for two additional fire fighters. Mr. Espindola seconded. Vote was unanimous. (3-0)

Mr. Murphy made a motion to approve the recommended Town Administrator's budget as amended. Mr. Espindola seconded. Vote was unanimous. (3-0)

Mr. Murphy made a motion to approve the FY20 Operating Budget for Non-Union personnel 2% COLA increase. Mr. Espindola seconded. Vote was unanimous. (3-0)

Mr. Murphy made a motion to recommend indirect cost of \$460,931 for the FY20 Water Enterprise. Mr. Espindola seconded. Vote was unanimous. (3-0)

Mr. Murphy made a motion to recommend the Sewer Enterprise costs for \$631, 725. Mr. Espindola seconded. Vote was unanimous. (3-0)

### **GREATER NEW BEDFORD REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL COMMITTEE (VOKE)**

Mr. Rees reminded the Board that at a previous meeting, a letter Voke Superintendent James O'Brien had been received requesting the appointment of a representative from Fairhaven to serve on the Voke school committee. Mr. Rees explained to the Board that when the agreement between the city of New Bedford and the Towns of Dartmouth and Fairhaven to establish a regional vocational school district was created in 1971 there was a special act to appoint someone to this Board. The position must be advertised and then appointed by the Selectboard Chair, the Moderator and one member of the school committee. (Attachment D)

### **HISTORICAL COMMISSION RESIGNATION**

Mr. Murphy made a motion to accept the resignation of Anne O' Brien from the Historical Commission as a full time member and thanked her for her service. Mr. Espindola seconded the motion. Vote was unanimous. (3-0)

### **DOG PARK STUDY COMMITTEE**

Mr. Rees read a letter from a resident who is interested in becoming a member of the Dog Park Committee. There is not currently a vacancy for a full time position on this committee. Because the charge for the committee doesn't call for associate members the Board discussed amending the charge to include associates. The amendment will allow for associate members to vote when there is not a quorum of full time members. Mr. Murphy made a motion to appoint Kerri Alphonse- Botelho as an associate voting member of the Dog Park Study Committee. Mr. Espindola seconded. Vote was unanimous. (3-0)

### **TOYS FOR TOTS**

Chairman Freitas presented an award that was given to the Town of Fairhaven from the U.S. Marine Corps Reserve for outstanding support for the Toys for Tots program. The Board thanked Delfino Garcia and the Fairhaven Fire Department for participating and being a drop off spot for the toys.

### **OTHER BUSINESS:**

Mr. Murphy reminded everyone to vote on Monday, April 1, 2019 in the Town election

Chairman Freitas read the invitation for the new ladder truck that will be dedicated to retired Firefighter Earl Faunce who passed away in 2018

Chairman Freitas announced that on April 6, 2019 the M.O. Life Masquerade Gala will take place at White's of Westport

Chairman Freitas thanked the Board for their help as Chairman over the past year

At 7:47 pm Mr. Espindola made a motion to into Executive Session:

1. Negotiations with Police, Dispatchers, Clerical and Fire Unions pursuant to M.G.L Chapter 30A, Section 21 (a) (3)
2. Purchase and Value of Real Property (possible future site of Public Safety Facility) pursuant to M.G.L. Chapter 30A, Section 21(a) 6

Mr. Freitas seconded. Vote was unanimous. (2-0). Roll call vote: Mr. Murphy in favor, Mr. Espindola in favor, Mr. Freitas in favor

Respectfully submitted,

Vicki Paquette  
Administrative Assistant  
(approved 5/20/2019)

**Documents appended:**

- A: Ford Family Trust agreement**
- B: Age Friendly Initiative handouts**
- C: List of Potential Articles for May 4, 2019 Town Meeting**
- D: 1971 Agreement with NBRVTHS, letter requesting appointment to School Committee**

**SETTLEMENT AND MUTUAL RELEASE AGREEMENT**

This Settlement and Mutual Release Agreement (the "Agreement") is entered this \_\_\_\_ day of March, 2019, by and between the Town of Fairhaven and Kristian White, in his capacity as acting Building Commissioner and Zoning Enforcement Officer for the Town of Fairhaven, and the Fairhaven Zoning Board of Appeals (collectively the "Town"), which has its principal office at Town Hall, 40 Center Street, Fairhaven, Massachusetts, and Diane L. Ford, as Trustee of the Ford Family Realty Estate Irrevocable Trust and Gary Ford (collectively "Ford"), with an address of 293 Mill Road, Fairhaven, Massachusetts. The Town and Ford are collectively referred to herein on occasion as the "Parties", and each is a "Party".

WHEREAS, Diane Ford, as Trustee of the Ford Family Real Estate Irrevocable Trust, is the owner of property consisting of two parcels of real estate in the Town of Fairhaven. The first parcel, 293 Mill Road, Fairhaven, shown as Lot 1 on a plan entitled "Plan of Land in Fairhaven, MA" prepared for Kenneth C. & Muriel Howland by Michael J. Koska and Associates, Civil Engineers and Land Surveyors, P.O. Box 87, Acushnet, Mass., 02743 dated September 18, 1989 and filed with the Bristol County (S.D.) Registry of Deeds in Plan Book 124, Page 38, and a second parcel, shown as Parcel 3B on a plan entitled "Plan of Land in Fairhaven, Mass." prepared for Gary L. Ford by S&R Land Surveying & Engineering dated March 11, 1996 and filed with the Bristol County (S.D.) Registry of Deeds in Plan Book 135, Page 109, (collectively the "Property");

WHEREAS, the Town has alleged that Ford has operated a contractor's yard on the Property in violation of the Town's zoning by-law, and has kept more than one unregistered vehicle in exterior storage on the Property in violation of the Town's general by-laws;

WHEREAS, Ford asserted that the uses of the Property complained of by the Town are grandfathered, prior non-conforming uses;

WHEREAS, Ford appealed from a decision issued by the Fairhaven Zoning Board of Appeals alleging that it wrongfully denied Ford's request for the Board to recognize its uses as

grandfathered, prior non-conforming uses, as more particularly described in a Complaint, dated May 17, 2013, filed in Diane L. Ford, as Trustee of the Ford Family Real Estate Irrevocable Trust v. Fairhaven Board of Appeals, Bristol County Superior Court, C.A. NO. BRCV2013-00490-B (“Ford Action”);

WHEREAS, the Town brought an action against Ford seeking to enforce the Town’s zoning and general by-laws, as more particularly described in a Complaint, dated September 20, 2013, filed in Town of Fairhaven and Wayne Fostin, in his capacity as Building Commissioner and Zoning Enforcement for the Town of Fairhaven v. Diane L. Ford, as Trustee of the Ford Family Real Estate Irrevocable Trust and Gary Ford, Bristol County Superior Court, C.A. NO. BRCV2013-00916 (“Town Action”);

WHEREAS, by order of the Court, the Town Action was consolidated with the Ford Action (the two (2) Actions are hereinafter collectively referred to as “*Litigation*”);

WHEREAS, the Town and Ford mutually desire to terminate the *Litigation* and resolve their dispute;

WHEREAS, the Parties deny all claims asserted against each of them, respectively, in the *Litigation*;

WHEREAS, the Parties mutually desire to avoid the costs of further litigation and to resolve fully any and all claims between the Town and Ford, known or unknown, fixed or contingent, which have been, could have been, or could be asserted by any Party against any other Party in the *Litigation* (hereinafter the “Claims”); and

WHEREAS, the Parties agree that nothing contained in this Agreement, nor the fact of its execution, shall be construed as an admission of any liability or any violation of any federal, state or local law, statute, regulation or common law, or of any obligation by any Party or an admission by any Party of any liability of any kind to any other Party.

**NOW, THEREFORE**, in consideration of the foregoing and of the covenants and promises set forth in this Agreement, and in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree and stipulate as follows:

1. The above Recitals are incorporated by reference herein.
  
2. In consideration of, *inter alia*, a termination of the *Litigation*, and in the full settlement of the Claims of both Parties, including but not limited to any allegation, claim, counterclaim, crossclaim or any other cause of action, which was filed or could have been filed or raised in the *Litigation* or otherwise, between and among the Parties, as consideration for the Recitals, and the terms and conditions of this Agreement, including but not limited to the releases, waivers, representations and warranties, and covenants not to sue, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following terms:
  - a. The Property may be operated as a contractor's yard (as defined by the Town's zoning by-law) until October 31, 2023. Beginning on November 1, 2023 the Property must be in compliance with the allowed uses under the zoning by-law, which includes the following limitations:
    - i. The Property will not be used for storage of materials, or otherwise used as a contractor's yard, or other commercial use not allowed in the applicable zoning district. Materials related to the use of the Property for agriculture or residential purposes may be stored on the Property.



- ii. Until October 31, 2023, uses other than residential or agricultural, a contractor's yard, or other use permitted by applicable law, may be performed on the Property with prior notice to, and approval from, the building commissioner, which should not be unreasonably withheld. Beginning on November 1, 2023 no prior notice or approval shall be required unless otherwise required by applicable law.
  
- b. Until October 31, 2023 any contractor equipment and supplies, heavy vehicles and any other material related to the operation of a contractor's business (collectively the "Equipment") shall be kept in an area of the Property that is at least 100 feet from the edge of Mill Road, and that is not visible from the public.
  
- c. Beginning on November 1, 2023 the Equipment shall be moved off the Property. Any Equipment that is also used for agricultural purposes at the Property may be brought back to the Property for said use during the period of active agricultural use on the Property.
  
- d. Farm tractors, one logging truck, and one backhoe may be kept on the Property for use on the Property, but when not in active use shall be stored in an area of the Property that is at least 100 feet from the edge of Mill Road, and that is not visible from the public.

e. Two (2) unregistered vehicles may be kept in exterior storage in the Property until October 31, 2023. Beginning on November 1, 2023 the Property must be brought into compliance with the Town's general by-laws, which allow only one unregistered vehicle in exterior storage. (Additional unregistered vehicles may be kept in interior storage.)

f. The Town may perform one annual on-site visual inspection of the Property per calendar year for twelve years (or until November 1, 2030). (This does not bar additional on-site inspections by further agreement of the Parties, or by Court Order, and does not limit inspection by off-site observations.) The Town's inspection shall be in the presence of Gary Ford and be conducted by the Town's zoning enforcement officer only. The Town must give Gary Ford at least 48 hours' advance notice of the inspection date. If Gary Ford is not available on the requested date, the Town and Gary Ford shall mutually agree to a future date for inspection.

3. The Town will release Ford from any claim for fines or other charges related to any alleged violations of the Town's zoning by-laws and/or general by-laws occurring on the Property prior to the date of this Agreement.
4. Following the execution of the Agreement, the Parties will stipulate and agree that a judgment be entered on the Town Action. The Judgment shall request the Court approve the Settlement Agreement so the terms and conditions of the

Settlement Agreement are adopted as an enforceable Order of this Court and the Court shall retain jurisdiction over the matter.

5. The appeal from the decision of the Fairhaven Zoning Board of Appeals (Ford Action) will be dismissed with prejudice.
6. Each party shall be responsible for their own legal fees and costs.
7. In consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the Town together with its agents, servants, employees, accountants, attorneys, designees, assigns, and representatives, expressly remises, releases, waives and forever discharges Ford together with its agents, trustees, trust beneficiaries, servants, employees, accountants, attorneys, designees, assigns, and representatives, as the case may be, of and from the Claims and/or *Litigation*, including but not limited to, any and all claims, demands, causes of action, and rights which were made or could have been made relating to the circumstances surrounding the Claims and/or *Litigation*; provided, however, that release, waiver and discharge do not extend to or release any claim or cause of action for breach of this Agreement or of any order of the Court.
8. In consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, Ford together with its agents, servants, employees, accountants, attorneys, designees, assigns, and representatives, expressly remises, releases, waives and forever discharge the Town together with its agents, servants, employees, accountants, attorneys, designees, assigns, and representatives, as the case may be, of and from the Claims and/or *Litigation*, including but not limited to, any

and all claims, demands, causes of action, which were made or could have been made relating to the circumstances surrounding the Claims and/or *Litigation*; provided, however, that release, waiver and discharge do not extend to or release any claim or cause of action for breach of this Agreement or of any order of the Court.

9. Upon the final execution of this Agreement, including any Exhibits thereto, the Parties shall instruct their respective attorneys of record to execute and deliver a Joint Stipulated Judgment and [Proposed] Order, in substantially the form of Exhibit A, to be filed in the Town Action. The Parties shall also instruct their respective attorneys of record to execute and deliver a Joint Stipulation of Dismissal of the Ford Action, without costs and waiving all rights of appeal, in substantially the form attached as Exhibit B.
10. The Parties hereby represent to one another that they have full power and authority to enter into this Agreement and carry out their obligations.
11. The Parties represent and warrant that they are the current owners of the claims that they purport to release in this Agreement and that no person or entity, other than themselves, has or has had any interest in this Agreement, or in the claims, demands, obligations or causes of action referred to in this Agreement, and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement. The Parties further represent and warrant that they have not and will not assign any claims which are resolved by the terms of this Agreement.

12. The Parties acknowledge that they have read this Agreement carefully, that have been afforded sufficient time to understand the terms and effects of this Agreement, and that they do, in fact, fully understand all of the terms and effects of this Agreement, that they have been advised to consult with legal counsel, and are voluntarily entering into and executing this Agreement.
13. The Parties acknowledge and agree that they enter into this Agreement entirely of their own free wills after having participated directly or through their respective legal counsel in negotiations leading to this settlement, and after having had the opportunity or benefit of consultation and advice of legal counsel regarding the settlement of this legal action and regarding the terms and effect of this document. As such, the Parties agree that if any construction is to be made of this Agreement it shall not be construed against any Party as the drafter hereof.
14. This Agreement has been negotiated and accepted in, and shall be deemed to have been made in the Commonwealth of Massachusetts and the validity of this Agreement, its construction, interpretation and enforcement, and the rights of the Parties hereto, shall be determined under, governed by and construed in accordance with the laws (and not the law of conflicts) of the Commonwealth of Massachusetts.
15. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, if any construction is to be made of this Agreement, the same shall not be construed against any Party.

16. The Parties intend that the invalidity or unenforceability of any provision of this Agreement shall not affect or render invalid or unenforceable any other provision. All Parties have carefully read this Agreement, have had it fully explained by their counsel of record such that it understand all of the terms and conditions, knows its contents, and have signed it as a free and voluntary act.
17. This Agreement contains the entire understanding of the Parties related to the subject of this Agreement, and there are no representations, warranties, covenants or understandings other than those expressly set forth or referred to herein.
18. This Agreement may be executed in any number of identical counterparts, and, if so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall collectively constitute an agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

SIGNATURE PAGE FOLLOWS

GARY FORD

*Gary Ford*

DIANE FORD, AS TRUSTEE OF THE FORD FAMILY  
REAL ESTATE IRREVOCABLE TRUST

*Diane Ford as Trustee of the Ford  
Family Real Estate Irrevocable Trust*

TOWN OF FAIRHAVEN, BY

\_\_\_\_\_  
Its Building Commissioner

FAIRHAVEN BOARD OF SELECTMEN, BY

\_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

# Age Friendly New Bedford

lighting the way  
NB  
new  
bedford

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## What does Age Friendly mean?

*~A place to grow up and grow old~*

It means that a community has formally pledged and committed to work towards becoming a good a place to live - for people of all ages, young and old alike.



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## History of Age Friendly Communities



World Health Organization

Launched in 2006 to help cities prepare for a rapidly aging population and a trend towards urbanization. Currently 1,000 communities in 20 countries participate

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### Age Friendly across the USA



2012: AARP becomes the organizing body  
318 communities and  
3 states are designated Age Friendly



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### Age Friendly Massachusetts



194 Communities designated or working on the application  
3 regional efforts  
New Bedford was the 4<sup>th</sup> community to be accepted



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### Age Friendly New Bedford

Age Friendly  
Introduction  
and Proposal  
2015

Research and  
Writing  
2015

AARP  
Acceptance  
2017

Funding and  
Implementation  
2018-2021



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### New Bedford Action Plan

7 domains, 80 action items

- Housing
- Transportation
- Health and Community Supports
- Employment and Volunteerism
- Respect and Social Inclusion
- Transportation
- Communication



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### Domain 1: Aging in Community (Housing)

1. Maintain a skilled workforce to support older adults and people with disabilities to age in community
2. Promote options that support housing stability and preserve tenancy
3. Support housing for vulnerable older adults

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### Example:

- » Inform older homeowners how to access existing home repair services and modification resources
- » Volunteer opportunity: Someone to help research and organize services and help turning that into a resource flyer

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## Domain 2: Outdoor Spaces and Buildings

1. Ensure inclusion of the perspective and needs of older adults in public space design
2. Encourage participation of older adults in outdoor activities
3. Improve accessibility of public areas



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## Domain 3: Transportation

1. Improve knowledge of and access to cost effective transportation
2. Improve ridership confidence for using public transportation
3. Advocate for expanding transportation resources



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## Domain 4: Community Support and Health Access

1. Optimize health and wellness in community
2. Promote support for cognitive and emotional health
3. Enhance older adult safety



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### Domain 5: Social Participation

1. Create and promote a network of social engagement opportunities for older adults
2. Promote intentional learning and partnerships that support a culture of and Age Friendly and inclusive community



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### Domain 6: Civic participation and Employment

1. Better connect older adults to employment resources and opportunities
2. Identify and promote volunteer and mentorship opportunities for older adults
3. Ensure the inclusion of older adults in civic affairs and development of workplace initiatives



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### Domain 7: Communication

1. Review and determine best practices to better reach the aging population and increase awareness of existing community resources
2. Develop a senior communication plan



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## Community Involvement

1. Neighborhood meetings
2. Health and community meetings
3. Organized associations and clubs
4. Congregate meal sites
5. Focus groups



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## Get Involved!



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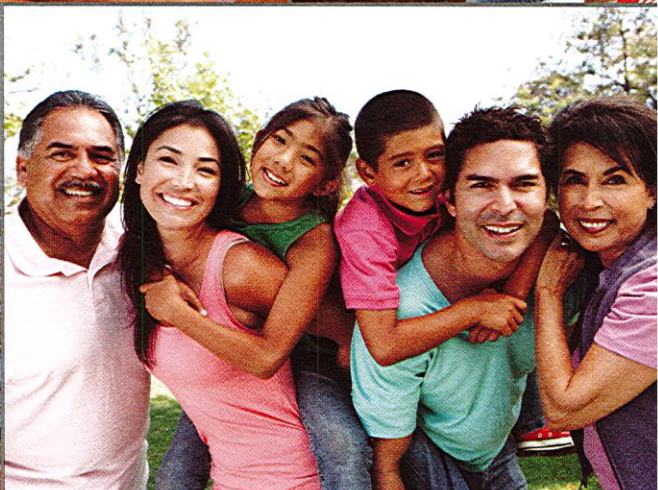
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# AARP Network of Age-Friendly Communities

An institutional affiliate of the  
World Health Organization's Global  
Network of Age-Friendly Cities and  
Communities®



**AARP**<sup>®</sup>  
Real Possibilities



# As our population ages and people stay healthy and active longer, communities need to adapt.

The AARP Network of Age-Friendly Communities helps participating communities become great places by adopting such features as walkable streets, better housing and transportation options, access to key services and opportunities for residents to participate in community activities.

Well-designed, livable communities help sustain economic growth and make for happier, healthier residents — of all ages.

The AARP Network of Age-Friendly Communities is an affiliate of the World Health Organization's Global Network of Age-Friendly Cities and Communities, an international effort launched in 2006 to help cities prepare for their own and the world's growing population of older adults and the parallel trend of urbanization.

## AARP's Role

AARP's participation in the age-friendly network advances the Association's efforts to help people live easily and comfortably in their homes and communities as they age. AARP encourages older adults to take an active role in their communities' plans and ensures that their voices are heard. Related initiatives focus on areas such as housing, caregiving, community engagement, volunteering, social inclusion and combating isolation among older people.

As a nonprofit, nonpartisan organization, AARP works with local officials and partner organizations around the United States to identify communities for membership in the AARP Network of Age-Friendly Communities. AARP facilitates the community's enrollment and guides it through the implementation and assessment process.

Within a year of the AARP program's April 2012 launch, 17 communities had enrolled. We've been steadily growing ever since. (To see the current member list visit [aarp.org/agefriendly](http://aarp.org/agefriendly).)



## The 8 Domains of Livability

Our goal: Increase the number of communities that support healthy aging, which will thereby improve the well-being, satisfaction and quality of life for older Americans.

The AARP Network of Age-Friendly Communities targets improvements in eight domains that influence the health and quality of life of older adults. The livability domains, and what they represent, are as follows:

1. **Outdoor Spaces and Buildings:** Availability of safe and accessible recreational facilities.
2. **Transportation:** Safe and affordable modes of private and public transportation.
3. **Housing:** Availability of home modification programs for aging in place as well as a range of age-friendly housing options.
4. **Social Participation:** Access to leisure and cultural activities, including opportunities for older residents to socialize and engage with their peers as well as with younger people.



5. **Respect and Social Inclusion:** Programs that promote ethnic and cultural diversity, as well as multigenerational interaction and dialogue.
6. **Civic Participation and Employment:** Paid work and volunteer activities for older residents and opportunities to engage in the formulation of policies relevant to their lives.
7. **Communication and Information:** Access to communications technology and other resources so older residents can connect with their community, friends and family.
8. **Community Support and Health Services:** Access to home-based care services, health clinics and programs that promote wellness and active aging.

## Criteria & Process

Communities participating in the AARP Network of Age-Friendly Communities commit to improving their age-friendliness and submit to a rigorous assessment cycle. How this happens:

1. An AARP state office identifies cities, towns and counties it believes can commit to a continual cycle of improvement in the eight livability domains. AARP then informs municipal officials of the program and ascertains the community's interest.
2. The mayor or municipal administrator writes a letter to the AARP state office indicating the community's commitment. AARP then advises the World Health Organization of the municipality's intent and facilitates its enrollment in the AARP and global age-friendly networks.
3. Upon entry into the age-friendly network, the community moves through the following phases:

### **Phase 1: Planning (Years 1-2)**

- Establish mechanisms to involve older people in all stages of the age-friendly cities and communities process
- Conduct a comprehensive and inclusive baseline assessment of the age-friendliness of the community
- Develop a three-year community-wide action plan based on assessment findings
- Identify indicators to monitor progress against the plan

### **Phase 2: Implementation (Years 3-5)**

- Commit to implementing the approved action plan
- Submit a progress report at the end of the five years that outlines progress against the baseline using the indicators developed in the action plan

### **Phase 3: Continual Improvements (Year 5 and Beyond)**

- Make continual improvements
- Membership is automatically renewed following a positive assessment and the submission of a revised action plan

### **Benefits of Membership**

Members of the AARP Network of Age-Friendly Communities become part of a global network of communities committed to providing older adults with the opportunity to live rewarding, productive and safe lives. Benefits of membership include:

- Organizational guidance from national experts
- Streamlined admission into the World Health Organization's age-friendly network
- Resources for identifying and developing assessment and survey tools
- Information about identifying and developing community-success criteria
- Strategies for identifying and developing ways to monitor progress
- Access to a network of communities and best practices
- Access to a volunteer network of support
- Access to evaluation tools
- Invitations to organized trainings and networking events

Resources at [aarp.org/livable](http://aarp.org/livable)

- Support and guidance from AARP
- Public recognition by AARP and others of the community's commitment to become more age-friendly

**There is no fee to join the AARP Network of Age-Friendly Communities.**

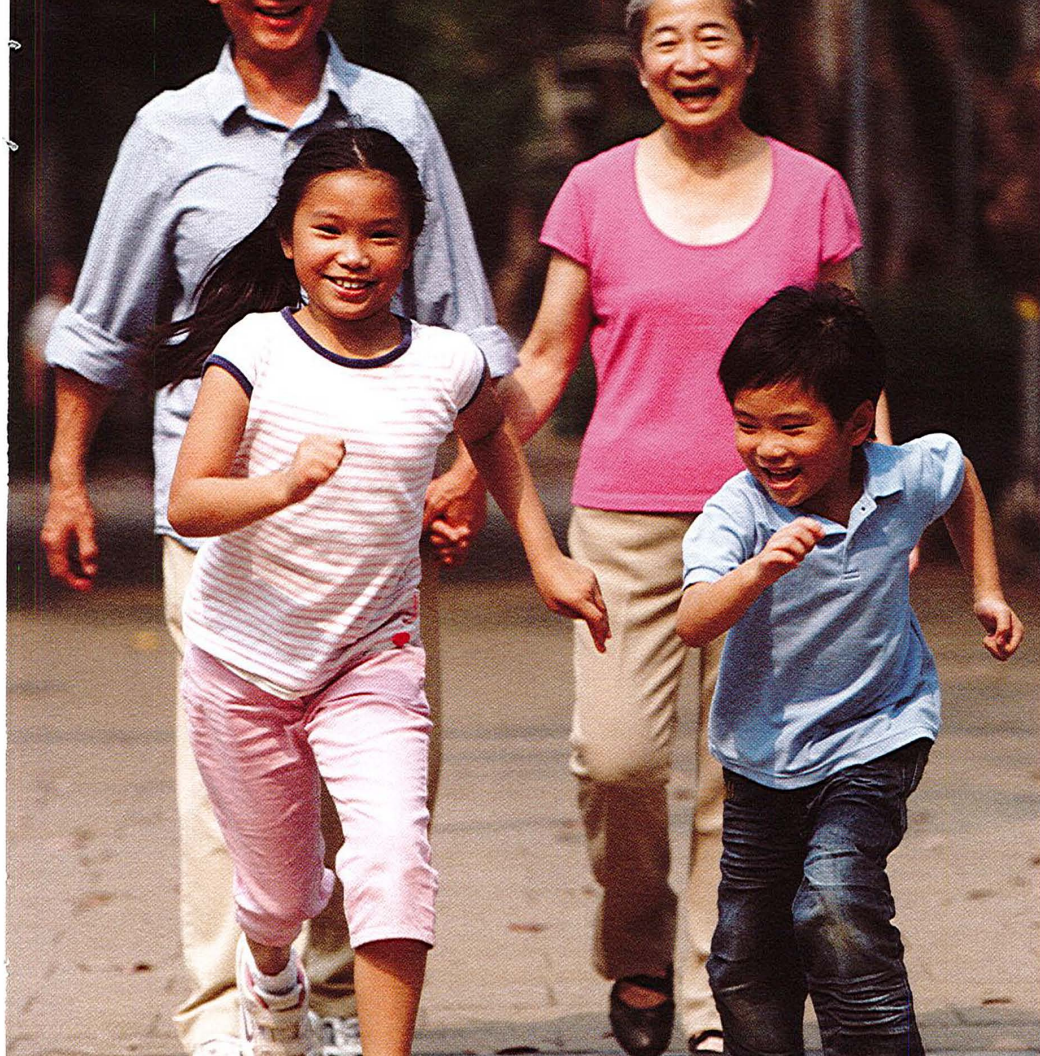
## **AARP and the World Health Organization: A Shared Vision**

Well-designed, livable communities promote well-being and sustain economic growth, and they make for happier, healthier residents — of all ages.

The World Health Organization's age-friendly communities concept closely aligns with AARP policies and initiatives.

AARP Livable Communities supports the efforts of neighborhoods, towns, cities, counties and even states to become great places for all ages. AARP believes that communities should provide walkable streets, suitable housing and transportation options, access to key services and opportunities for residents to participate in community activities.

To empower communities across the country to better respond to the needs of their residents, AARP targets local officials, policymakers, citizen activists and people age 50-plus in its advocacy efforts, policy work and educational programs in the issue areas of housing, transportation, mobility, community design and land use and planning. Key initiatives include Complete Streets advocacy, community engagement workshops and programs to promote universal design.



## Additional Information

To learn more about the AARP Network of Age-Friendly Communities, visit [aarp.org/agefriendly](http://aarp.org/agefriendly).

To learn about the work of AARP Livable Communities, visit [aarp.org/livable](http://aarp.org/livable).



## Contact Us

To locate and connect with the AARP state office near you, call 1-888-OUR-AARP (1-888-687-2277), visit [aarp.org/states](http://aarp.org/states) or email AARP Livable Communities at [livable@aarp.org](mailto:livable@aarp.org).





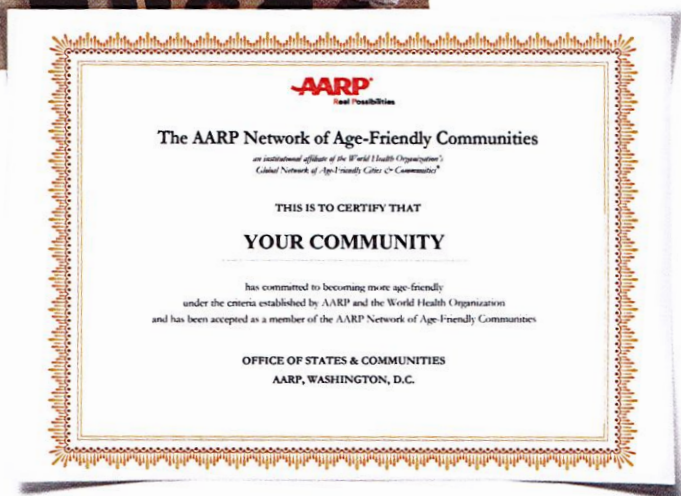
**Opposite page:** Age-friendly communities include transportation options for non-drivers and opportunities for residents to participate in community planning. **Above:** Such livable places also feature walkable streets and (top) activities that encourage social and civic engagement.

*Photographs courtesy of the Walkable and Livable Communities Institute.*





Left: Community leaders from Macon-Bibb, Georgia, celebrate joining the AARP Network of Age-Friendly Communities. Below: A sample membership certificate.



Encourage your town or city to join the  
**AARP Network of Age-Friendly Communities**

[aarp.org/agefriendly](http://aarp.org/agefriendly)

**AARP**<sup>®</sup>  
Real Possibilities

601 E Street, NW  
Washington, DC 20049

**AARP.org**

D19860 (0616)

## **Age Friendly: Where aging and thriving go hand in hand**

The Age Friendly Initiative was started by the World Health Organization in 2006 to help cities prepare for rapid population aging and urbanization. In 2012 AARP brought the project to the USA. Currently more than 350 communities in the United States participate. Communities in the network have formally pledged and committed to work towards becoming good places to live for people of all ages, young and old alike. Age Friendly communities may be called Livable Communities, or Communities for all ages.

*~ A good place to grow up and grow old ~*

Age friendly is not about old age, it's about the value of all ages. The idea is that what is good for one generation is good for all generations. For example, it turns out that Baby Boomers and Millennials have the same lifestyle preferences, neighborhoods that are walkable, with access to amenities, work spaces, and public transportation. If we look beyond the physical environment, what impact do social and economic conditions have on our health?

We are not talking about healthy aging; we are talking about healthy living...because aging doesn't suddenly start at 60.

# Attachment C

Alpha	Article Title	Sponsor	Status
A	Measurer of Wood and Bark		Article Drafted
B	Town Report		Article Drafted
C	Report of Committees		Article Drafted
D	Sewer Capital Fee (FY19)	Board of Public Works	Article drafted
E	Amended FY19 General Fund Operating Budget	Board of Selectmen	In development
F	Amended FY19 Water Enterprise Fund Operating Budget	Board of Public Works	In development
G	Amended FY19 Sewer Enterprise Fund Operating Budget	Board of Public Works	In development
H	Amended FY19 General Fund Capital Budget	Board of Selectmen	In development
I	Amended FY19 Water Enterprise Fund Capital Budget	Board of Public Works	In development
J	Amended FY19 Sewer Enterprise Fund Capital Budget	Board of Public Works	In development
K	Bills of Prior Year	Board of Selectmen	In development
L	Setting Salaries of Town Officers-FY20	Board of Selectmen	In development
M	Funding Labor Contracts-FY20	Board of Selectmen	In development
N	FY20 General Fund Operating Budget	Board of Selectmen	In development
O	FY20 Water Enterprise Fund Operating Budget	Board of Public Works	Partially Finalized
P	FY20 Sewer Enterprise Fund Operating Budget	Board of Public Works	Partially Finalized
Q	General Fund Capital Plan (FY20)	Board of Selectmen	Finalized
R	Roadwork - \$350 K- 19 Petitions for Paving Received	Board of Public Works	Finalized
S	State aid to Highways-FY20	Board of Public Works	Article May not be necessary
T	Funding Capital Stabilization Fund- Transfer from Free Cash	Board of Selectmen	Article Drafted
U	Ambulance Stabilization (\$50,000)	Fire Chief	Finalized
V	Water Enterprise Capital Plan (FY20)	Board of Public Works	Finalized
W	Sewer Enterprise Capital Plan (FY20)	Board of Public Works	Finalized
X	FY20 Community Preservation Program Appropriations	Comm. Pres. Committee	In development
Y	FY19 Community Preservation Program Appropriation	Comm. Pres. Committee	In development
Z	Revolving Funds		
	Hazardous Material	Fire Chief	In development
	Sustainability	Sel/Town Adm.	In development
	Hoppy's Landing	Sel/Town Adm.	In development
	Town Hall Auditorium	Sel/Town Adm.	In development
	Park Utilities	Board of Public Works	In development
	Wellness	Sel/Town Adm.	In development
	Mattress Recycling (NEW)	Board of Health	In development
	Hoarding Remediation (NEW)	Board of Health	In development
AA	Social Day Care Center (\$160,000)	Council on Aging	Finalized
BB	Propagation of Shellfish ( \$20,000)	Shellfish Warden	Finalized
CC	Senior Work-off Program (\$10,000)	Council on Aging	Finalized
DD	Transfer from Surplus Revenue to Fund Speical Education Reserve Fund	School Committee	Finalized
EE	Amend Town By-law: No Disturb Zone	Conservation Commission	Place Holder
FF	Amend Town By-law: Illicit Detection and Elminiation	Board of Public Works	Place Holder
GG	Amend Town By-law: Erosion and Sediment Control on Construction Sites	Board of Public Works	Place Holder
HH	New Town By-Law: Televising Town Committee/Board Meetings	Board of Selectmen	In development
II	New Town By-law: Removal of Elected Officials from Health Ins. Program	Board of Selectmen	In development
JJ	Zoning Change-Rogers School <i>(see attached)</i>	Board of Selectmen	Place Holder
KK	Removal from Civil Service- Police	Board of Selectmen	Place Holder
LL	Removal from Civil Service-Fire	Board of Selectmen	Place Holder
MM	Petition the Legislature: Amend Town Administrator Act <i>see attached</i>	Board of Selectmen	Place Holder
NN	Amend Personnel By-law 61-2 <i>see attached</i>	Board of Public Works	Article Drafted
OO	PILOT agreement for Solar Energy Project at 279 Mill Road -Withdrawn	Board of Selectmen	Place Holder
PP	PILOT agreement for Solar Energy Project at 20 Yankee Lane -Withdrawn	Board of Selectmen	Place Holder
QQ	Street Light Request-(Corner of Peter Lane & MeKensie Lane-two lights)	Petition	Article Drafted
RR	Street Light Request-(46 Torrington Road-One light)	Petition	Article Drafted
SS	Petition the Legislature: Restaurant All Alcohol License at Hampton Inn, 1 Hampton Way.	Petition	Article Drafted
TT	Transfer from Surplus Revenue	Board of Selectmen	Article Drafted
UU	Accept MGL Chapter 32B, Section 20: Establish OPEB Trust Fund (new legislation)	Board of Selectmen	Article Drafted
VV	PEG Cable Access Accounting Change	Board of Selectmen	In development
WW	Purchase of Land for New Public Safety Facility	Board of Selectmen	In development

AGREEMENT BETWEEN THE CITY OF NEW BEDFORD AND THE  
TOWNS OF DARTMOUTH AND FAIRHAVEN, MASSACHUSETTS,  
WITH RESPECT TO ESTABLISHMENT OF A  
REGIONAL VOCATIONAL SCHOOL DISTRICT

This agreement is entered into pursuant to Chapter 428 of the Acts of 1971, between the City of New Bedford and the Towns of Dartmouth and Fairhaven, hereinafter referred to as member municipalities. In consideration of the mutual promises herein contained, it is hereby agreed as follows:

SECTION I: THE REGIONAL DISTRICT SCHOOL COMMITTEE

A. Composition

The powers and duties of the regional school district shall be vested in and exercised by a regional district school committee, hereinafter sometimes referred to as the Committee. All appointments to the Committee to be made by any member municipality, and the filling of any vacancy thereon, shall be made in a member town by the joint action of the Chairman of the Board of Selectmen, the Town Moderator, and one member of the School Committee, to be designated by said committee for this purpose; and in the City of New Bedford by the Mayor with confirmation by the City Council. If a Town has no school committee because it is a member of a twelve-grade regional school district, the appointment and the filling of vacancies to be made by such towns shall be made by the joint action of the Chairman of the Board of Selectmen, the Town

Moderator, and one member from the town's membership on the twelve-grade regional district school committee to be designated by the town's membership on said committee for this purpose. All members shall serve until their successors are appointed and qualified. The appointing authority described above in this section I shall hereinafter in this section I be referred to as the appointing authority.

At no time shall the membership on the Committee from the City of New Bedford be less than four nor less than a number equal to the aggregate membership on the Committee from all of the member towns of the District.

B. Initial Committee

Within ten days after the establishment of the regional school district, the appointing authority of each member town shall appoint two members to serve on the Committee, one of whom shall have been a member of the regional school district planning board which submitted this agreement if such person is available and willing to serve. Within ten days after the establishment of the regional school district the appointing authority of New Bedford shall appoint four members to serve on the Committee, one of whom shall have been a member of the regional school district planning board which submitted this agreement if such person is available and willing to serve. The eight members so appointed shall serve on the Committee until their respective successors are appointed and qualified as provided in subsection I (C).

C. Permanent Committee

On or before May 1 of the year next following the establishment of the District, the appointing authority of the Town of Dartmouth shall appoint one member to serve on the Committee for a term of one year and one member to serve on the Committee for a term of four years; the appointing authority of the Town of Fairhaven shall appoint one member to serve on the Committee for a period of two years and one member to serve on the Committee for a term of three years; the appointing authority of the City of New Bedford shall appoint four members, one for a period of one year, one for a period of two years, one for a period of three years, and one for a period of four years. Thereafter, in every year in which a term of office of a member expires, the appointing authority of the municipality which appointed such member, shall appoint a member to serve for a term of four years. The term of each such member shall commence on May 1 of the year in which he or she is appointed.

D. Vacancies

If a vacancy occurs among the members appointed under said subsection I (B), the appointing authority involved, shall, within thirty days after such vacancy occurs, appoint a member to serve until his successor is appointed and qualified as provided under subsection I (C). If a vacancy occurs under subsection I (C),

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the appointing authority involved shall, within thirty days after such vacancy occurs, appoint a member to serve for the balance of the unexpired term.

E. Organization

Promptly upon the appointment and qualification of the members of the initial Committee and annually thereafter, at the first regular meeting of the Committee held in the month of May, the Committee shall organize, and choose by ballot a chairman and vice-chairman from among its own membership.

F. Powers and Duties

The Committee shall have all the powers and duties conferred and imposed upon school committees by law, and conferred and imposed upon it by this agreement, and such other additional powers and duties as are specified in Chapter 428 of the Acts of 1971 and any amendments thereof or additions thereto, now or hereafter enacted, or as may be specified in any other applicable general or special law.

G. Quorum

The quorum for the transaction of business shall be a majority of the Committee, but a number less than the majority may adjourn.

SECTION II: LOCATION OF THE REGIONAL DISTRICT SCHOOL

The regional district school shall be located within the geographical limits of the District and within a radius of five miles from the junction of Interstate Route 195 and Route 140 in New Bedford.

SECTION III: TYPE OF REGIONAL DISTRICT SCHOOL

The regional district school shall be an occupational, technical, and vocational high school consisting of grades nine through twelve, inclusive. The Committee is hereby authorized to establish and maintain such kinds of education, acting as trustees therefor, as may be provided by municipalities under the provisions of Chapter 74 of the General Laws and acts amendatory thereof, in addition thereto, or dependent thereon, including courses beyond grade twelve in accordance with the provisions of Section 37A of said Chapter 74.

SECTION IV: APPORTIONMENT AND PAYMENT OF COSTS

A. Classification of Costs

For the purpose of apportioning assessments levied by the District against the member municipalities, costs shall be divided into two categories: capital costs and operating costs.

B. Capital Costs

Capital costs shall include all expenses in the nature of capital outlay, such as the costs of acquiring land, the costs of



constructing, reconstructing, or adding to a school building or buildings, the costs of remodeling or making extraordinary repairs to a school building or buildings, the cost of constructing sewerage systems and sewage treatment and disposal facilities, or the cost of the purchase or use of such systems with a municipality, and any other item of capital outlay for which a regional school district may be authorized to borrow, including, without limitation, the costs of original equipment and furnishings for such school buildings or additions, plans, architect's and consultant's fees, grading, and other costs incidental to placing school buildings, additions, sewerage systems and sewage treatment and disposal facilities, and any premises related to the foregoing in operational condition. Capital costs shall also include payment of the principal of and interest on bonds, notes, or other obligations issued by the district to finance capital costs.

The District shall purchase from the City of New Bedford and the Town of Dartmouth all useable vocational equipment available from the existing vocational school programs in the said municipalities. The cost of such equipment shall be determined by averaging the costs established by three separate appraisals made by private individuals or concerns selected by the Regional District School Committee. The decision of the Regional District School Committee as to what equipment is useable shall be final.

C. Operating Costs

Operating costs shall include all costs not included in capital costs as defined in subsection IV (B), but including interest on temporary notes issued by the District in anticipation of revenue.

D. Apportionment of Capital Costs

Capital costs shall be apportioned to the member municipalities annually for the ensuing fiscal year in the following manner: Each member municipality's share of the capital costs for each fiscal year shall be determined by computing the ratio which the municipality's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total regional district school enrollment from all member municipalities on said date. In the event there is no enrollment in the regional district school from any one or more of the member municipalities on October 1 of any year, the capital costs for the ensuing fiscal year shall be apportioned on the basis of the enrollment in all public, private and parochial schools wherever located of pupils in all grades from one through twelve residing in each member municipality on said October 1. Whenever there is enrollment in the regional district school from all the member municipalities on October 1 of any year, but the number of enrolled pupils from any municipality is less than one third of such municipality's quota of

enrollees as provided in Section XII, then, for the purpose of apportioning the capital costs for the ensuing fiscal year, such municipality shall be deemed to have a number of pupils enrolled in the regional district school on said October 1 equal to one third of its quota of enrollees. For the purpose of this subsection, in computing the apportionment the "persons" referred to in subsection IV (F) shall not be included. Capital costs represented by debt service shall be apportioned as capital costs in the fiscal year in which the debt service falls due.

E. Apportionment of Operating Costs

All operating costs, except those described in subsection IV (F), for the first fiscal year next following the establishment of the regional school district, and for every fiscal year thereafter, shall be apportioned to the member municipalities on the basis of each municipality's respective pupil enrollment in the regional district school. Each member municipality's share for each fiscal year shall be determined by computing the ratio which that member municipality's pupil enrollment in the regional district school on October 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total pupil enrollment in the regional district school from all the member municipalities on the same date. In computing this apportionment, the pupil hours referred to in subsection IV (F) shall be excluded. In the event that enrollment of pupils in the

regional district has not been accomplished by October 1 of any year, operating costs for the ensuing fiscal year shall be apportioned on the basis of enrollment in grades one through twelve of all the children residing in the member municipalities and attending any public, private or parochial school wherever located on said October 1.

F. Special Operating Costs

The Committee shall determine the operating costs for each fiscal year of any evening trade extension courses or any other types of courses which are offered by the District to persons other than pupils attending the regular day regional vocational school. Each member municipality's share of such operating costs shall be determined by computing the ratio which that municipality's enrollment of pupil hours in such courses on November 1 of the fiscal year next preceding the fiscal year for which the apportionment is determined bears to the total enrollment of pupil hours in such courses from all member municipalities on the same date. In the event that enrollment of pupil hours in such courses has not been accomplished by November 1st of any year, such special operating costs for the ensuing fiscal year shall be apportioned on the basis of enrollment in grades one through twelve of all the children residing in the member municipalities and attending any

private, public or parochial schools wherever located on the October 1 immediately preceding said November 1.

G. Times of Payment of Apportioned Costs

Each member municipality shall pay to the regional district in each fiscal year its proportionate share, certified as provided in subsection V (C), of the capital and operating costs. Except as otherwise provided in subsection V (A) or in section XI the annual share of each member municipality shall be paid in such amounts and at such times that at least the following percentages of such annual share shall be paid on or before the dates indicated, respectively:

April 1	25 per cent
June 1	60 per cent
September 1	75 per cent
November 15	100 per cent

*July 15 - 35%*  
*Oct 15 - 75%*  
*June 15 - 100%*  
*May 15 - 25%*

SECTION V: BUDGET

A. Initial Budget

Within 60 days after the initial regional district school committee is organized, it shall prepare a reasonably detailed operating and maintenance budget covering expenses, if any, for the balance of the then fiscal year. Copies of such proposed budget shall be submitted to the Chairman of the Finance or Advisory

Committee of each member town, or, if there is no Finance or Advisory Committee in a member town, to the Chairman of the Board of Selectmen and to the Mayor of the City of New Bedford for their consideration. A budget shall be adopted not earlier than 14 days but within 21 days after the proposed budget has been so submitted. The amount of said budget shall be apportioned among the member municipalities according to the provisions of section IV herein. The regional district treasurer shall certify to the treasurer of each member municipality its respective share of said budget. The sums thus certified shall be payable by each member municipality to the regional district school committee, but only from funds which may be, or may have been, appropriated by each member municipality for such purpose.

B. Tentative Operating and Maintenance Budget

Thereafter, the Committee shall annually prepare a tentative operating and maintenance budget for the ensuing fiscal year, attaching thereto provision for any installment of principal or interest to become due in such fiscal year on any bonds or other evidence of indebtedness of the District and any other capital costs to be apportioned to the member municipalities. The said Committee shall mail a copy thereof to the Chairman of the Board of Selectmen and the Finance or Advisory Committee, if any, of each member municipality and to the Mayor of the City of New Bedford

on or before November 15, itemized as follows or in such further detail as the Committee may deem advisable:

1. Administration
2. Instruction
3. Other School Services
4. Operation and Maintenance of Plant
5. Fixed Charges
6. Acquisition of Fixed Assets
7. Community Services
8. Debt Retirement and Debt Service
9. Programs with Other Districts and Private Schools

C. Final Operating and Maintenance Budget

The Committee shall adopt an annual operating and maintenance budget, including debt and interest charges and any other current capital costs as separate items, on or before December 1st for the ensuing fiscal year, and the said Committee shall apportion the amounts necessary to be raised in order to meet said budget in accordance with the provisions of section IV. The amount so apportioned to each member municipality shall, prior to December 31st of each year preceding the fiscal year to which said budget related, be certified by the District Treasurer to the treasurers of the member municipalities, and the amounts so certified shall be appropriated by the City Council of the City of New

Bedford in the next annual budget and at the next annual town meeting of each member town.

D. Limitation of Operating Surplus

The District may retain in a surplus account an amount not in excess of one-twelfth of the prior year's budget. Any remaining surplus shall be returned to the municipalities within forty-five days following receipt by the district treasurer of the first assessment each year from the member municipalities.

SECTION VI: TRANSPORTATION

School transportation shall be provided by the regional school district and the cost thereof shall be apportioned to the member municipalities as an operating cost.

SECTION VII: AMENDMENTS

A. Limitation

This agreement may be amended from time to time in the manner hereinafter provided, but no such amendment shall be made which shall substantially impair the rights of the holders of any bonds or notes or other evidences of indebtedness of the District then outstanding or the rights of the District to procure the means of payment thereof, provided that nothing in this section shall prevent the admission of a new town or towns to the District and the reapportionment accordingly of capital costs.



of the District represented by bonds or notes of the District then outstanding and of interest thereon.

B. Procedure

Any proposal for amendment, except a proposal for an amendment providing for withdrawal of a member municipality (which shall be acted upon as provided in section IX), may be initiated by a vote of two-thirds of all members of the Committee or by a petition signed by at least ten per cent of the registered voters of any one of the member municipalities. In the latter case, said petition shall contain at the end thereof a certification by the clerk of such member municipality as to the number of registered voters in said municipality according to the most recent voting list and the number of signatures on the petition which appear to be the names of registered voters of said municipality and said petition shall be presented to the Secretary of the Committee. In either case, the Secretary of the Committee shall mail or deliver a notice, in writing, to the Board of Selectmen of each of the member towns and to the City Council of the City of New Bedford that a proposal to amend this agreement has been made and shall enclose a copy of such proposal (without the signatures in the case of a proposal by petition). The Selectmen of each member town shall include in the warrant for the next annual or special town meeting called for the purpose, an article stating the proposal

or the substance thereof. Such amendment shall take effect upon its acceptance by all the member municipalities, acceptance by each town to be by a majority vote at a town meeting as aforesaid and acceptance in the City of New Bedford to be by a majority vote of the City Council.

SECTION VIII: ADMISSION OF NEW MUNICIPALITIES

By amendment of this agreement, adopted under and in accordance with section VII above, any other municipality may be admitted to the Regional School District upon adoption as therein provided of such amendment and upon acceptance by the municipality or municipalities seeking admission of the agreement as so amended and also upon compliance with such provisions of law as may be applicable and such terms as may be set forth in such amendment.

SECTION IX: WITHDRAWAL

A. Limitations

The withdrawal of a member municipality from the District may be effected by an amendment to this agreement in the manner hereinafter provided by this section. Any member municipality seeking to withdraw shall, by vote at an annual or special town meeting, or by majority vote of the City Council of the City of New Bedford, request the Committee to draw up an amendment to the agreement setting forth the terms by which such municipality may

withdraw from the District, provided that the said municipality shall remain liable to the District for its share of the indebtedness of the District outstanding at the time of such withdrawal, and for the interest thereon, to the same extent and in the same manner as though the municipality had not withdrawn from the District.

B. Procedure

The clerk of the municipality seeking to withdraw shall notify the Committee in writing that such municipality has voted to request the Committee to draw up an amendment to the agreement (enclosing a certified copy of such vote). Thereupon, the Committee shall draw up an amendment to the agreement setting forth such terms of withdrawal as it deems advisable, subject to the limitations contained in subsection VII (A). The Secretary of the Committee shall mail or deliver a notice, in writing, to the Board of Selectmen of each member town and to the City Council of the City of New Bedford that the Committee has drawn up an amendment to the agreement providing for the withdrawal of a member municipality (enclosing a copy of such amendment). The Selectmen of each member town shall include in the warrant for the next annual or special town meeting called for the purpose, an article stating the amendment or the substance thereof. Such amendment shall take effect upon its acceptance by all of the member municipalities, acceptance by each town to be by a majority vote at a town meeting as aforesaid, and acceptance by the City of New Bedford by a majority vote of the City Council.

C. Cessation of Terms of Office of Withdrawing Municipality's Members

Upon the effective date of the withdrawal the terms of office of the members serving on the Regional District School Committee from the withdrawing municipality shall terminate and the total membership of the Committee shall be decreased accordingly.

D. Apportionment of Capital Costs After Withdrawal

The withdrawing municipality's annual share of any future installments of principal and interest on obligations outstanding on the effective date of its withdrawal shall be not less than the average of such municipality's annual capital costs apportionment percentages for the three years next preceding the year in which its withdrawal becomes effective, or, in case such withdrawal becomes effective before there shall have been an apportionment of capital costs for three years next preceding the year in which such withdrawal becomes effective, the withdrawing municipality's annual share of such future installments of principal and interest shall be not less than the average of such municipality's annual capital cost apportionment percentage for such of the year or years preceding the year in which its withdrawal becomes effective for which an apportionment of capital costs shall have been made. The remainder of any such installment after subtracting the share of any municipality or municipalities which have withdrawn shall be apportioned to the remaining member municipality or

municipalities in the same manner provided in subsection IV (D) or as may be otherwise provided in the amendment providing for such withdrawal.

#### SECTION X: TUITION STUDENTS

The Committee may accept, for enrollment in the regional district school, pupils from municipalities other than member municipalities on a tuition basis at a cost not less than the average cost of educating a pupil in the District for the previous school year. Income received by the District from the tuition of pupils and not previously deducted from operating costs shall be deducted from the total operating costs in the next annual budget to be prepared after the receipt thereof, prior to apportionment under subsection IV (E) to the member municipalities.

#### SECTION XI: FISCAL YEAR

Except as may otherwise be provided by law, the fiscal year for the District shall be the same as the fiscal period of the member municipalities and the word "year" or "fiscal year" as it relates in this agreement to a fiscal or budget period shall mean the fiscal year of the District. If the fiscal year of the District shall be other than the calendar year, the dates on or before which the respective percentages of the annual share of each municipality shall be paid as provided in subsection IV (G) shall be adjusted so that not less than 25 per cent thereof shall be paid not later

than the first day of the fourth month of such fiscal year; 60 per cent shall be paid not later than the first day of the sixth month of such fiscal year; 75 per cent shall be paid not later than the first day of the ninth month of such fiscal year; and 100 per cent shall be paid not later than the fifteenth day of the eleventh month of such fiscal year.

#### XII: QUOTA OF PUPILS FROM EACH MEMBER MUNICIPALITY

The Committee shall enroll in the regional district school those pupils from the various member municipalities deemed acceptable by said Committee with consideration given to the recommendation of the sending municipality. The quota shall be determined as follows:

Prior to the commencement of each school year, the Committee shall determine the number of pupils which it anticipates will be enrolled in the regional district school from all member municipalities in the forthcoming school year. Each municipality's quota of pupils shall be determined by multiplying the foregoing enrollment by a fraction, of which the numerator shall be the number of pupils residing in such member municipality and who were attending all the grades from grades one through twelve in any private, public and parochial schools wherever located on the previous October 1 and the denominator shall be the number of pupils residing in all the member municipalities and who were attending all the grades from

grades one through twelve in any private, public and parochial schools wherever located on the same date.

In the event that any member municipality does not fill its quota of available spaces, they shall be distributed to the remaining member municipalities in a manner determined by a vote of all members of the Committee.

SECTION XIII: EMPLOYMENT OF TEACHERS AND OTHER PERSONNEL

All the provisions of Section 42B of Chapter 71 of the General Laws shall apply to the regional school district. Any employee of a member city or town subject to the provisions of Chapter 31, employed in a state-aided vocational school whose position is superseded by reason of the establishment and operation of the regional school district shall be employed by the regional district school committee without loss of any civil service or other rights previously acquired by him.

SECTION XIV: OPERATION OF LOCAL VOCATIONAL SCHOOLS

Until the regional district school is constructed and is in operation, the City of New Bedford and the Town of Dartmouth shall continue to operate and maintain their respective state-aided vocational schools.

AGREEMENT

IN WITNESS WHEREOF, this agreement has been executed as of the  
25th day of February, 1972, between the CITY OF  
NEW BEDFORD and the TOWNS OF DARTMOUTH AND ELIHAVEN REGIONAL VOCA-  
TIONAL SCHOOL DISTRICT PLANNING BOARD.

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APPROVED:

The Commonwealth of Massachu-  
setts, Department of Education.

By: \_\_\_\_\_

The Commonwealth of Massachu-  
setts, Emergency Finance Board.

By: \_\_\_\_\_





Mark Rees &lt;mrees@fairhaven-ma.gov&gt;

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**GNBVT School Committee Seat**

3 messages

**Brian Monroe** <bmonroe@fairhavenps.net>

Tue, Mar 5, 2019 at 4:33 PM

To: Daniel Freitas &lt;dfreitas@fairhaven-ma.gov&gt;, msylvia11@comcast.net

Cc: Mark Rees &lt;mrees@fairhaven-ma.gov&gt;, Robert Baldwin &lt;rbaldwin@fairhavenps.net&gt;, Pam Kuechler

&lt;pkuechler@fairhavenps.net&gt;

Dear Chairman Freitas and Moderator Sylvia:

I have received notice from Mr. James O'Brien, Superintendent of Schools for Greater New Bedford Vocational Technical (GNBVT) High School, that Andrew Tillett's term on the GNBVT School Committee expires on May 1, 2019. It is my understanding that the process calls for the Chair of the Board of Selectmen, the Chair of the School Committee, and the Town Moderator to make the selection based on the pool candidates that respond to an advertisement. Please let me know how you would like to proceed with this appointment and if you would like to meet to discuss.

Also, I would like a copy of the policies/regulations that govern the makeup of GNBVT school committee and the member appointment process. Would Mr. Reese know how to obtain this information?

Best Regards,

Brian

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Brian Monroe  
Chairman  
Fairhaven School Committee  
508-525-5286

**Brian Monroe** <bmonroe@fairhavenps.net>

Sun, Mar 17, 2019 at 10:18 PM

To: Daniel Freitas &lt;dfreitas@fairhaven-ma.gov&gt;, msylvia11@comcast.net

Cc: Mark Rees &lt;mrees@fairhaven-ma.gov&gt;, Pam Kuechler &lt;pkuechler@fairhavenps.net&gt;, Robert Baldwin

&lt;rbaldwin@fairhavenps.net&gt;

Dear Chairman Freitas and Moderator Sylvia:

I am writing to follow up on my email below regarding the GNBVT School Committee seat currently held by Andrew Tillett. I believe we all agreed that the Selectmen need to advertise this position. Is there an update on when this will be posted?

Also, has Mr. Reese had any luck finding the statute or rules regarding GNBVT school committee member selection and the makeup of that board? I haven't heard anything as of yet.

I look forward to hearing about this and how we are going to move forward over the next few weeks.

Sincerely,

Brian Monroe  
Chairman  
Fairhaven School Committee

On Tue, Mar 5, 2019 at 4:33 PM Brian Monroe &lt;bmonroe@fairhavenps.net&gt; wrote:

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**Mark Rees** <mrees@fairhaven-ma.gov>

Mon, Mar 18, 2019 at 6:28 PM

To: Brian Monroe &lt;bmonroe@fairhavenps.net&gt;

Cc: Daniel Freitas &lt;dfreitas@fairhaven-ma.gov&gt;, Mark Sylvia &lt;msylvia11@comcast.net&gt;, Pam Kuechler

&lt;pkuechler@fairhavenps.net&gt;, Robert Baldwin &lt;rbaldwin@fairhavenps.net&gt;

Hi Brian, I am currently researching the appointment process for serving as Fairhaven's representatives to the GNBVT school board and with the Chairman Freitas permission will put this matter on the Board's agenda for their next meeting on March 25th.

Mark

On Sun, Mar 17, 2019 at 10:18 PM Brian Monroe <bmonroe@fairhavenps.net> wrote:

Dear Chairman Freitas and Moderator Sylvia:

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Mark H. Rees  
Town Administrator  
Town of Fairhaven  
Fairhaven Town Hall  
40 Center Street, Fairhaven, MA 02719  
(508) 979-4023  
mrees@fairhaven-ma.gov