



## FAIRHAVEN SELECT BOARD

### Agenda

Monday, January 9, 2023

6:30 p.m.

Town Hall – 40 Center Street – Fairhaven

*Pursuant to Chapter 20 of the Acts of 2021, this meeting will be conducted in person and via remote means, in accordance with applicable law. This means that members of the public body as well as members of the public may access this meeting in person, or via virtual means. In person attendance will be at the meeting location listed above, and it is possible that any or all members of the public body may attend remotely, with in-person attendance consisting of members of the public.*

The meeting can also be viewed on Channel 18 or on FairhavenTV.com

Join Zoom Meeting, log on:

<https://us06web.zoom.us/j/84332238201?pwd=b1lleFM2S3Bic3ZxNE9rY091aUJVQT09>

or, call 1-929-205-6099 Meeting ID: 843 3223 8201

Passcode: 814931

#### A. EXECUTIVE SESSION:

Pursuant to G.L. c. 30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements”: Public Records Law, G.L. c. 4, s. 7(26) and Open Meeting Law, G.L. c. 30A, §§ 22(f), (g) (consider release of minutes of years 2020, 2021 and 2022 executive sessions)

Pursuant to G.L. c. 30A, § 21(a)(2) “[t]o conduct strategy sessions in preparation for negotiations with nonunion personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel Angeline Lopes Ellison

#### RETURN FROM EXECUTIVE SESSION AT 7:30PM

#### B. MINUTES:

1. Approve the minutes of December 19, 2022 – Open Session

#### C. TOWN ADMINISTRATOR:

1. Eversource rate increase
2. Staff updates
3. Other

#### D. PUBLIC HEARING:

1. 39 Nelson Avenue, Conduit and Cable location under street

#### E. ACTION ITEM:

1. Open Meeting Law (OML) Violation received December 19, 2022
2. Goal Setting step one
3. ARPA Grant Agreement
4. Economic Development Committee Mission Statement and membership update
5. Town Hall Rental Request – Supreme Perfection, Candy Bingo, Saturday, February 18, 2023
6. 2023 Repair License Renewal: Wall Enterprises, dba Midas Fairhaven

#### F. CORRESPONDENCE:

#### G. COMMITTEE LIASON REPORTS

#### H. PUBLIC COMMENT

#### I. BOARD MEMBER ITEMS

## **J. NEWS AND ANNOUNCEMENTS**

1. The next regularly scheduled meeting of the Select Board is *Tuesday, January 17, 2023* at 6:30 p.m. in the Town Hall Banquet Room

## **ADJOURNMENT**

*Subject matter listed in the agenda consists of those items that are reasonably anticipated (by the Chair) to be discussed. Not all items listed may be discussed and other items not listed (such as urgent business not available at the time of posting) may also be brought up for discussion in accordance with applicable law.*

*MGL, Ch. 30A, § 20(f) requires anyone that intends to record any portions of a public meeting, either by audio or video, or both, to notify the Chair at the beginning of the meeting.*

# SELECT BOARD'S MEETING

Public Hearing 39 Nelson Avenue  
Monday, January 9, 2023 @ 7:00 PM

(Conduit & Cable under town road request)

-Abutter's notification sent cert. mail 12/27/22

-Bd. of Public Works sign off-OK 12/28/22

January 6, 2023  
RE: 11164032

Select Board  
Town of Fairhaven  
Town Hall  
40 Center Street  
Fairhaven, MA 02719

Dear Select Board Members:

Enclosed is a petition to install approximately 45' (feet) of conduit and cable under town road in Nelson Avenue, Fairhaven

This proposed location is to provide electric service to #39 Nelson Avenue.  
This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval?

If you have any questions, please email [Jessica.elder@eversource.com](mailto:Jessica.elder@eversource.com) .

Warm Regards,

*Jessica Elder*

Jessica Elder  
Right of Way Agent  
NSTAR Electric  
d/b/a EVERSOURCE ENERGY

PETITION FOR  
UNDERGROUND CABLE AND CONDUIT LOCATIONS  
WO#11164032

December 5, 2022

Bristol County, Massachusetts  
To the Select Board for the Town of Fairhaven, Massachusetts.

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request permission to locate underground cables, conduits, and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

Nelson Avenue, Fairhaven

To install approximately 45' (feet) underground conduit and cable in town road northeasterly from existing pole 179/3 to new customer handhole HH179/H3.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 11164032 Dated December 5, 2022.

NSTAR ELECTRIC COMPANY  
d/b/a EVERSOURCE ENERGY

By                     *Jessica Elder*                    

Right of Way Agent  
Jessica S. Elder

**FORM OF ORDER FOR  
UNDERGROUND CABLE AND CONDUIT LOCATIONS  
WO#11164032**

TO THE SELECT BOARD FOR THE TOWN OF FAIRHAVEN, MASSACHUSETTS.

Notice having been given and a public hearing held, as provided by law,  
IT IS HEREBY ORDERED: that the  
NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

be and it is hereby granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as said Company may deem necessary, in, under, along and across the public way or ways hereinafter referred to, as requested in petition of said Company dated the 5th day of December 2022.

All construction under this order shall be in accordance with the following conditions:

Cables, conduits, and manholes shall be installed substantially at the point indicated upon the plan marked Plan No.2391989 Dated November 17, 2022 filed with said petition. The following are the public ways or parts of ways under, along and across which the cables above referred to may be installed under this order.

Nelson Avenue, Fairhaven

To install approximately 45' (feet) underground conduit and cable in town road northeasterly from existing pole 179/3 to new customer handhole HH179/H3.

This work is necessary to provide electric service to #39 Nelson Avenue.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Fairhaven, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Clerk of Select Board.

\_\_\_\_\_, Massachusetts \_\_\_\_\_ 2022.

Received and entered in the records of location orders of the Town of Fairhaven

Book \_\_\_\_\_ Page \_\_\_\_\_.

Attest:

\_\_\_\_\_  
Town Clerk

We hereby certify that on \_\_\_\_\_ 2022, at \_\_\_\_\_ o'clock,  
\_\_\_\_\_ M. at \_\_\_\_\_ a public hearing was held on the  
petition of the

**NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY**

for permission to install and maintain the underground cables, conduits, manholes and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to install underground cables, conduits, manholes and fixtures under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Select Board of the Town of  
Fairhaven, Massachusetts**

**CERTIFICATE**

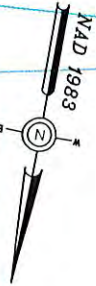
I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Select Board of the Town of Fairhaven, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2022, and recorded with the records of location orders of said Town, Book \_\_\_\_\_, Page \_\_\_\_\_.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

\_\_\_\_\_  
Town Clerk.

Plan to accompany petition of EVERSOURCE ENERGY  
 To install 45'± of conduit from pole 179/3 to  
 custome handhole under town road at Nelson Ave..



**RUTH ST**

43-140  
 4 RUTH ST  
 N/F  
 BATES ROBERT A  
 & BATES TYLER  
 TRUSTEES OF  
 THE RUTH  
 STREET TRUST

43-224  
 39 NELSON AVE  
 N/F  
 TAYLOR STEPHEN R  
 TAYLOR KATHLEEN H

43-224  
 39 NELSON AVE  
 N/F  
 TAYLOR STEPHEN R  
 TAYLOR KATHLEEN H

43-223  
 37 NELSON AVE  
 N/F  
 JULIAN NICHOLAS J  
 & NANCY S

CUSTOMER  
 HANDHOLE  
 HH179/H3

**LEGEND**

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- - Existing Conduit

**NELSON AVE**

PROPOSED CONDUIT  
 TL = 45'±

179/3

43-232  
 38 NELSON AVE  
 N/F  
 VECK PAMELA A  
 TRUSTEE OF THE  
 ARNOLD J  
 VECK TRUST

43-233  
 40 NELSON AVE  
 N/F  
 WOLKOWICZ CHRISTOPHER J  
 & DEREK A

43-234  
 NELSON AVE  
 N/F  
 TAYLOR STEPHEN R  
 TAYLOR KATHLEEN H

43-235  
 NELSON AVE  
 N/F  
 PAPAS JIMMY  
 & NICKOLAS  
 & FOFI

43-071  
 NELSON AVE  
 N/F  
 BATES ROBERT A  
 & BATES TYLER  
 TRUSTEES OF  
 THE RUTH  
 STREET TRUST

**EVERSOURCE**  
 ELECTRIC  
 DIV/8  
 1165 MASSACHUSETTS AVE, DORCHESTER, MASS. 02125  
 Plan of NELSON AVE., FAIRHAVEN

C#	
Ward #	
Work Order #	11164032
Surveyed by:	N/A
Research by:	N/A
Plotted by:	TL
Proposed Structures:	TL
Approved:	T THIBAUT
P#	



**MASS. LAW**  
 REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES  
 BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Showing PROPOSED CONDUIT LOCATION

Scale 1"=20'  
 Date DECEMBER 05, 2022  
 SHEET 1 of 1

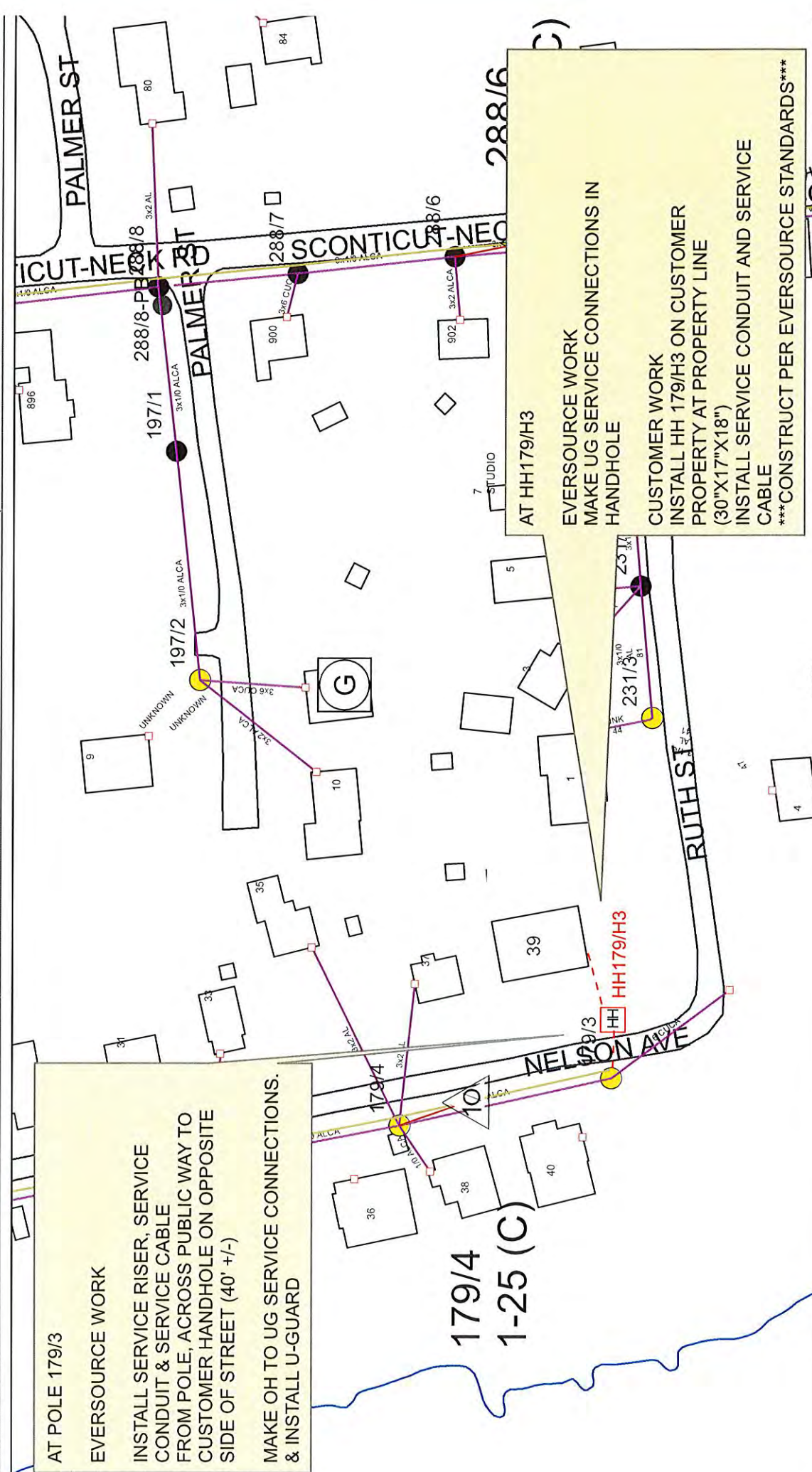


Service Address: 39 NELSON AVE  
City: FAIRHAVEN  
Page Number: 1 of 1 Pages  
Auth. No.  
Work Order Number: 11164032

Customer's Name/Title: KATHLEEN TAYLOR  
Prepared by: JOSEPH PASTERIS  
Date: 15NOV22

Project: NEW UG SVC  
Circuit Number: 2-220-206  
TLM: 243209  
Secondary Sheet Number:

Rep: JANET COSTA  
Tech: TOM KIMBALL (508)789-0032  
Switch Size: N/A





# OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

FAIRHAVEN TOWN CLERK  
RCUD 2022 DEC 18 PAGE 70

E 1

Please note that all fields are required unless otherwise noted.

**Your Contact Information:**  
First Name: Patrick Last Name: Higgins  
Address: P O Box 290  
City: Northport State: AL Zip Code: 35476  
Phone Number: 8662838301 Ext. \_\_\_\_\_  
Email: patrick@openmeetinglawenforcer.com  
Organization or Media Affiliation (if any): Patrick Higgins and Associates

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?  
(For statistical purposes only)

Individual  Organization  Media

**Public Body that is the subject of this complaint:**

City/Town  County  Regional/District  State

Name of Public Body (including city/town, county or region, if applicable): Fairhaven Select Board

Specific person(s), if any, you allege committed the violation: Stasia Powers, Chair

Date of alleged violation: 12/06/2022

**Description of alleged violation:**

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

The Fairhaven Select Board violated the open meeting law by responding to the Open Meeting Law complaint served upon them on November 15, 2022 within the 14 business days as required by the open meeting law.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

All members of the Select Board must be required to attend an open meeting law webinar as soon as possible, the schedule can be found at <https://www.mass.gov/service-details/open-meeting-law-trainings>

Learn and comply with the open meeting law.

**Review, sign, and submit your complaint**

**I. Disclosure of Your Complaint.**

**Public Record.** Under most circumstances, your complaint, and any documents submitted with your complaint, is considered a public record and will be available to any member of the public upon request.

**Publication to Website.** As part of the Open Data Initiative, the AGO will publish to its website certain information regarding your complaint, including your name and the name of the public body. The AGO will not publish your contact information.

**II. Consulting With a Private Attorney.**

The AGO cannot give you legal advice and is not able to be your private attorney, but represents the public interest. If you have any questions concerning your individual legal rights or responsibilities you should contact a private attorney.

**III. Submit Your Complaint to the Public Body.**

The complaint must be filed first with the public body. If you have any questions, please contact the Division of Open Government by calling (617) 963-2540 or by email to [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).

By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: 

Date: 12/19/2022

For Use By Public Body  
Date Received by Public Body:

For Use By AGO  
Date Received by AGO:



## OPEN MEETING LAW COMPLAINT FORM

Office of the Attorney General  
One Ashburton Place  
Boston, MA 02108

Please note that all fields are required unless otherwise noted.

### Your Contact Information:

First Name: Patrick Last Name: Higgins

Address: P O Box 290

City: Northport State: AL Zip Code: 35476

Phone Number: 8662838301 Ext. \_\_\_\_\_

Email: patrick@patrickhiggins.co

Organization or Media Affiliation (if any): Patrick Higgins and Associates

Are you filing the complaint in your capacity as an individual, representative of an organization, or media?  
(For statistical purposes only)

Individual  Organization  Media

### Public Body that is the subject of this complaint:

City/Town  County  Regional/District  State

Name of Public Body (including city/town, county or region, if applicable): Fairhaven Select Board

Specific person(s), if any, you allege committed the violation: Stasia Powers

Date of alleged violation: 10/17/2022

**Description of alleged violation:**

Describe the alleged violation that this complaint is about. If you believe the alleged violation was intentional, please say so and include the reasons supporting your belief.

Note: This text field has a maximum of 3000 characters.

The Fairhaven Select Board violated the open meeting law as follows:  
1. Held an illegal executive session by entering executive session "To obtain legal advice" which is not one of the 10 exemptions that allow a public body to enter executive session.

What action do you want the public body to take in response to your complaint?

Note: This text field has a maximum of 500 characters.

Require all Town of Fairhaven Select Board members to attend a open meeting law training webinar given by the Division of Open Government. See <https://www.mass.gov/service-details/open-meeting-law-trainings> for the schedule and to register.  
Release the minutes for the illegal executive session without delay.

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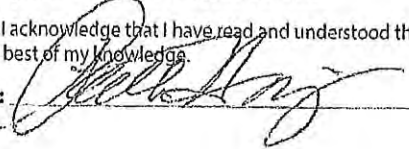
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By signing below, I acknowledge that I have read and understood the provisions above and certify that the information I have provided is true and correct to the best of my knowledge.

Signed: 

Date: 11/15/2022

For Use By Public Body  
Date Received by Public Body:

For Use By AGO  
Date Received by AGO:



## FAIRHAVEN SELECT BOARD

### Agenda

**Monday, October 17, 2022**

**6:30 p.m.**

**Town Hall – 40 Center Street – Fairhaven**

FAIRHAVEN TOWN CLERK  
RCUD 2022 OCT 13 PM5:48

*Pursuant to Chapter 20 of the Acts of 2021, this meeting will be conducted in person and via remote means, in accordance with applicable law. This means that members of the public body as well as members of the public may access this meeting in person, or via virtual means. In person attendance will be at the meeting location listed above, and it is possible that any or all members of the public body may attend remotely, with in-person attendance consisting of members of the public.*

The meeting can also be viewed on Channel 18 or on FairhavenTV.com  
Log onto: or call 1-929-205-6099

Join Zoom Meeting

<https://us06web.zoom.us/j/88272385943?pwd=OUhVTjFpR3NVbXNjcjZmJ1UnlnZDZ09>

Meeting ID: 882 7238 5943  
Passcode: 787838

#### A. MINUTES

1. Approve the minutes of September 19, 2022 — Open Session
2. Approve the minutes of October 3, 2022 — MassDOT Public Meeting
3. Approve the minutes of October 6, 2022 — Joint Session with Finance Committee

#### B. TOWN ADMINISTRATOR REPORT

1. Staff Updates: Fire Department New Hires
2. Broadband Municipal Light Board Update
3. Intern Opportunities / Vocational Students
4. Capital Strategy Solutions: ARPA
5. Hazmat Day (Board of Health): October 22, 2022, 8am – 12pm
6. Senior Social Day Program Returning
7. Newsletter from Recreation Center / Council on Aging
8. Wellness Initiative Human Resource Benefits
9. Other

#### C. COMMITTEE LIAISON REPORTS

#### D. ACTION ITEM:

1. Fire Department Promotions
2. Polar Plunge
3. Appointment to Cultural Council: Alexandra Caine
4. Appointment to Belonging Committee: Eryn S. Tomascik
5. Appointment to Economic Development Committee: Patrick Carr
6. Military Birthday Flags

7. Event Permit: 2022 Turkey Trot 5K fun run: Thursday November 24, 2022, 9:00 am
8. Event Permit: Fairhaven Improvement Association Sing-A-Long
9. Tree City USA / Arbor Day: Declaration
10. Gift Account Request: Belonging Committee
11. Amendment of LLC Manager: Ocean State Job Lot
12. Close Warrant for November 15, 2022 Special Town Meeting
13. Review and Recommendations for Warrant Articles
14. Approve Warrant for Posting
15. Proclamation Vote: Masons
16. Approve Number of Police Officers at Polls
17. Approve Poll Worker List (Appendix A)
18. Sign Warrant for November 8, 2022 Election

**E. PUBLIC COMMENT**

**F. BOARD MEMBER ITEMS**

**G. CORRESPONDENCE:**

1. Marine Resources Thank You

**H. NOTES AND ANNOUNCEMENTS**

1. The next **regularly** scheduled meeting of the Select Board is **Monday, November 7, 2022** at 6:30 p.m. in the Town Hall Banquet Room

**I. EXECUTIVE SESSION-Pursuant to MGL Ch. 30A§ 21(a)(7)**

1. To obtain legal advice pursuant to *Suffolk Construction v. DCAM*, 449 Mass. 444 (2007) (Article 16 of the 11-55-22 STM).

**ADJOURNMENT**

*Subject matter listed in the agenda consists of those items that are reasonable anticipated (by the Chair) to be discussed. Not all items listed may be discussed and other items not listed (such as urgent business not available at the time of posting) may also be brought up for discussion in accordance with applicable law.*  
*MGL, Ch. 30a, § 20(f) requires anyone that intends to record any portions of a public meeting, either by audio or video, or both, to notify the Chair at the beginning of the meeting.*

To: Select Board  
 From: Town Clerk  
 Date: 10/13/2022  
 RE: November 8, 2022-Poll Workers

Below is the list of the Poll Workers I have scheduled to work at the Nov 8<sup>th</sup> State General Election, as well as some possible alternates, for your approval.

	Alfonse, Christine	R	38 Veranda Avenue	Fairhaven, MA 02719
	Bettencourt, Pam	U	12 Evergreen Street	Fairhaven, MA 02719
	Branco, Maria	U	13 Reservation Road	Fairhaven, MA 02719
	Burgo, Elaine	D	147 Merrimac Street	New Bedford, MA 02740
	Capizano, Charles	D	14 Tanner Lane	Fairhaven, MA 02719
	Carvalho, M J	U	29 Newbury Avenue	Fairhaven, MA 02719
	Chevalier, Linda	D	31 Phoenix Street	Fairhaven, MA 02719
	Costa, Bernadette	U	19 Huttleston Ave	Fairhaven, MA 02719
	Diggle, George	U	21 Summer Street	Fairhaven, MA 02719
	Duval, Jodi	U	46 Wilding Street	Fairhaven, MA 02719
	Ellis, Anne	U	310 Mill Road	Fairhaven, MA 02719
	English, Erin	D	1 Bates Street	Fairhaven, MA 02719
	Fauteux, Carole	U	87 Harding Road	Fairhaven, MA 02719
	Goulart, Myles	U	19 Barefoot Path	Plymouth, MA 02360
	Mattos, Dennis	D	14 Newton Street	Fairhaven, MA 02719
	Melanson, Cathy	U	110 Adams Street	Fairhaven, MA 02719
	Millette, Claire	U	138 Main Street 1	Fairhaven, MA 02719
	Moniz, Lisa	U	23 Harvard Street	Fairhaven, MA 02719
	Parker, Pauline	U	38 Blackburn Street	Fairhaven, MA 02719
	Romano, Andrew	D	223 Main Street, 1FLR	Fairhaven, MA 02719
	Rose, Lisa	U	12 Summer Street	Fairhaven, MA 02719
	Silvia, Kathryn	D	25 Harvard Street	Fairhaven, MA 02719
	Therrien, Linda	U	287 Huttleston Ave	Fairhaven, MA 02719
alt	Hooley, Heather	D	119 Nellie Road	New Bedford, MA 02740
alt	Osuch, Deborah	D	9 Sunset Beach Rd	Fairhaven, MA 02719
alt	Shifman, Diane	U	123 Sawyer St #3	New Bedford, MA 02740
alt	Souza, Margaret	U	34 McGann Terr	Fairhaven, MA 02719
alt	Sylvia, Joseph	U	326 Huttleston Ave	Fairhaven, MA 02719
alt	Thomas, Rachel	D	1 Teal Circle	Fairhaven, MA 02719
alt	Thomas, Michael	D	1 Teal Circle	Fairhaven, MA 02719
alt	Welty, Kym	U	37 Buttonwood St	New Bedford, MA 02740





The Commonwealth of Massachusetts  
Office of the Attorney General  
One Ashburton Place  
Boston, Massachusetts 02108

## OPEN MEETING LAW COMPLAINT FORM

### Instructions for completing the Open Meeting Law Complaint Form

The Attorney General's Division of Open Government interprets and enforces the Open Meeting Law, Chapter 30A of the Massachusetts General Laws, Sections 18-25. Below is the procedure for filing and responding to an Open Meeting Law complaint.

#### Instructions for filing a complaint:

- o Fill out the attached two-page form completely. Sign and date the second page. File the complaint with the public body within 30 days of the alleged violation. If the violation was not reasonably discoverable at the time it occurred, you must file the complaint within 30 days of the date the violation was reasonably discoverable. A violation that occurs during an open session of a meeting is reasonably discoverable on the date of the meeting.
- o To file the complaint:
  - o For a local or municipal public body, you must submit a copy of the complaint to the chair of the public body AND to the municipal clerk.
  - o For all other public bodies, you must submit a copy of the complaint to the chair of the public body.
  - o Complaints may be filed by mail, by email, or by hand. Please retain a copy for your records.
- o If the public body does not respond within 14 business days and does not request an extension to respond, contact the Division for further assistance.

#### Instructions for a public body that receives a complaint:

- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address the allegations in the complaint. At the same time, the body must send the Attorney General a copy of the complaint and a copy of the response. The public body may delegate this responsibility to an individual member of the public body, its counsel, or a staff member, but only after the public body has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

#### Once the public body has responded to the complaint:

- o If you are not satisfied with the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, by email, or by hand, but only once you have waited for 30 days after filing the complaint with the public body. Mail may be sent to: The Division of Open Government, Office of the Attorney General, One Ashburton Place - 20<sup>th</sup> Floor, Boston, MA 02108. Emails may be sent to: [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by email at [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).



The Commonwealth of Massachusetts  
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Boston, Massachusetts 02108

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- o The chair must disseminate the complaint to the members of the public body.
- o The public body must meet to review the complaint within 14 business days (usually 20-22 calendar days).
- o After review, but within 14 business days, the public body must respond to the complaint in writing and must send the complainant a response and a description of any action the public body has taken to address the allegations in the complaint. At the same time, the body must send the Attorney General a copy of the complaint and a copy of the response. The public body may delegate this responsibility to an individual member of the public body, its counsel, or a staff member, but only after the public body has met to review the complaint.
- o If a public body requires more time to review the complaint and respond, it may request an extension of time for good cause by contacting the Division of Open Government.

#### Once the public body has responded to the complaint:

- o If you are not satisfied with the public body's response to your complaint, you may file a copy of the complaint with the Division by mail, by email, or by hand, but only once you have waited for 30 days after filing the complaint with the public body. Mail may be sent to: The Division of Open Government, Office of the Attorney General, One Ashburton Place - 20<sup>th</sup> Floor, Boston, MA 02108. Emails may be sent to: [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).
- o When you file your complaint with the Division, please include the complaint form and all documentation relevant to the alleged violation. You may wish to attach a cover letter explaining why the public body's response does not adequately address your complaint.
- o The Division will not review complaints filed with us more than 90 days after the violation, unless we granted an extension to the public body or you can demonstrate good cause for the delay.

If you have questions concerning the Open Meeting Law complaint process, we encourage you to contact the Division of Open Government by phone at (617) 963-2540 or by email at [openmeeting@state.ma.us](mailto:openmeeting@state.ma.us).



*Town of Fairhaven*  
*Select Board*  
*2023 Policy Goals with Objectives*

Goal 4: Financial Sustainability

Establish long term financial sustainability for the Town by adherence to approved financial policies regarding reserve levels, balanced budgets and capital financing, financial forecasting, controlling fixed costs (pension, OPEB, Health Insurance) and augmenting revenues (tax base expansion, grants, user fees).

FY23 Objectives:

- A) Department Directors shall annually report on their work to identify and apply for grants that would benefit their departments.
- B) Develop a monthly Executive Summary Report of Key Financial Indicators available to the Select Board, Finance committee and the public. (Finance)
- C) Construct an informational tool (“calculator”) that provides tax payers with graphic information as to what services and functions their tax dollars are being allocated to. (TA/ Finance)
- D) Continue to implement best practices for cash management at department level with an emphasis on improving customer service and internal controls. (Finance)
- E) Implement requirements of new Other Post-Employment Benefits (OPEB) bylaw. (Finance)
- F) Determine the appropriate time period for issuing an RFP for audit services (SB/TA)
- G) Develop and implement a comprehensive plan for the use of state and federal covid relief funds consistent with regulations. (TA)
- H) Review town’s financial policies in consultation with DOR, Auditors and Financial Advisor. (TA/Finance)
- I) As part of the FY23 operating budget process review the adequacy of department staffing levels to ensure department mission is accomplished and to leverage grant opportunities. (TA)

## Goal 2: Town Committees Collaboration

Recognizing that volunteers, both elected and appointed, play an integral part in improving Town government and enhancing civic engagement establish methods and practices that will enhance collaboration and coordination between various boards, improve interaction with the public, and provide educational resources to ensure compliance with applicable federal, state and local laws and regulations.

FY23 Objectives:

A) Update current Committee Handbook to reflect the most up to date information, laws policies, and regulations and ensure distribution and acknowledgement to current and new members of town committees/boards/commissions. (TA)

B) As part of the annual committee report submission process include a questionnaire requesting information as to adequacy of resources, opportunities for collaboration and future projects/work plans (TA)

C) Continue to improve that effectiveness of Board of Selectmen committees by ensuring that they have written direction as to their purpose, type of membership and term. Meet at least annually with committee chairs to discuss status of committees' mission and work (SB/TA)

D) Develop a policy regarding attendance at meetings by members of committees appointed by the Select Board including provisions for alternative members and limitations on serving on multiple committees (SB/TA)

E) Promote training opportunities to town committee members and staff to become informed on laws/regulations/policies and best practices in committees' areas of responsibility. Encourage achievement of relevant certifications and licenses. (SB/TA)

GOAL 9: Improve Municipal Services:

The Town is in the business of delivering services to residents and businesses and, as such, departments should continually strive to improve municipal services in the most, consumer friendly, efficient and effective manner possible.

FY23 Objectives

- A) Assess/Repair Sidewalks on Walnut and William Streets (BPW)
- B) Continue to improve access and facilities at Livesey Park and Town Beach by revamping the skate park, construct pickle ball courts, and install handicap accessible mats at Town beach. (BPW)
- C) Develop intergenerational programs in the areas of photography, dining, recreation and student interaction with elders. COA/Recreation
- D) Determine most suitable site for a dog park and apply for grant funding for construction. (TA)
- E) Continue to expand the use of the land use permitting software to include Conservation/Sustainability and the Harbormaster's mooring software by the end of FY22. Request funding for ZBA component in the FY23 Budget. (Building/Conservation/Harbormaster)
- F) Provide sufficient resources for the BPW to enhance and improve the attractiveness of the Town through street scape improvements including weed control, welcoming signs and flowers/shrubs. (BPW)
- G) Develop an implementation strategy starting with approval of municipal light plant legislation, to advance the building of a municipally owned fiber optic utility for residents and businesses. SB
- H) Proceed with the West Island dredging project now that the feasibility study is complete. Apply for grants as appropriate. (Harbormaster)
- I) Begin planning for reconstruction of Union Wharf's North Side, Apply for grants as appropriate (Harbormaster)
- J) Purchase and install a fiber optic based town/school telephone system that will significantly improve reliability and standardize telephone services throughout the town, subject to CIP funding approval (information Technology)
- K) Address historical signage/markings in town by replacing outdated sign in front of town hall and installing monument and/or signage recognizing Herman Melville's departure on the Whaling Ship Acushnet from Fairhaven. (Historical Commission)

**GRANT AGREEMENT**  
(ARPA)

This Grant Agreement (this "Agreement") is entered into by and between Bristol County, Massachusetts (the "County") and the Municipality listed in the application(s) attached hereto as Exhibit A (the "Grantee"), a political subdivision of The Commonwealth of Massachusetts (the "Commonwealth") located within the territorial boundaries of the County (the "Grantee").

WHEREAS, the County is the recipient of a grant (as more fully described in Exhibit A, the "ARPA Grant") made available under the American Rescue Plan Act ("ARPA") from the United States Treasury;

WHEREAS, the Grantee has submitted (and may in the future submit) to the County one or more applications for grants to be funded from the ARPA Grant (each application approved by the County and attached hereto from time to time in Exhibit A, an "Application"), and in reliance on the representations, certifications and warranties made by the Grantee herein and in the Applications, the County is (or will be) willing to provide one or more restricted grants in the Grant Amount identified in the applicable Application (each, a "Grant") to the Grantee on the terms and conditions stated herein;

WHEREAS, the Grantee is willing to accept the Grant evidenced by each Application, and to thereby become a sub-recipient of the ARPA Grant, on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties agree and bind themselves as follows:

**ARTICLE I - REPRESENTATIONS OF THE GRANTEE**

Recognizing that the County is relying hereon, the Grantee represents, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Grantee is a political subdivision of the Commonwealth located entirely within the geographic boundaries of the County with full legal right and power to authorize, execute, and deliver this Agreement, to receive each Grant, to undertake and implement the use of Grant funds described in each Application and to carry out and consummate all transactions contemplated by the foregoing (including without limitation the recordkeeping and reporting described herein);
- (b) *Authority.* The Grantee has duly and validly authorized the execution and delivery of this Agreement and has or will have so authorized the execution of each Application, and all approvals, consents, and other governmental or corporate proceedings necessary for the execution and delivery of the foregoing or required to make this Agreement the legally binding obligation of the Grantee that it purports to be, in accordance with its terms, have been obtained or made. The representatives of the Grantee executing this Agreement have all necessary power and authority to execute this Agreement and to bind the Grantee to the terms and conditions herein.
- (c) *No Litigation.* No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence

of the Grantee nor the title to the office of any authorized representatives of the Grantee executing this Agreement, is being contested.

- (d) *No Conflicts.* The authorization, execution and delivery of this Agreement, and performance by the Grantee of each Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- (e) *SAM Registration.* Grantee is registered with the System for Award Management (SAM) and confirms that the Data Universal Numbering System (DUNS) number listed in Exhibit A is the correct such number for the Grantee as of the date hereof.
- (f) *Binding Agreement.* This Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of the Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- (g) *Information Submitted.* All information, reports, and other documents and data submitted to the County in connection with this Agreement (including without limitation, the Application(s) attached hereto as of the date of execution and each other Application, if any, to be later attached and made a part hereof pursuant to the terms hereof) were, at the time the same were (or will be) furnished, and are, as of the date hereof (or will be as of the date the same are furnished), true, correct and complete in all material respects.
- (h) *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the this Agreement and the Application(s) attached hereto as Exhibit A as of the date hereof) and (ii) agrees that on each date, if any, that an additional Application is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional Application).

## **ARTICLE II - THE GRANT**

**2.1**     **Grant Amount**   The County agrees to make and the Grantee agrees to accept, on the terms and conditions stated in this Agreement, one or more Grants, in the Grant Amount(s) specified on the Application(s) attached as Exhibit A hereto. From and after the date hereof, the County may agree to make and the Grantee may agree to accept, on the terms and conditions stated herein, additional Grants pursuant to additional Applications in the Grant Amount stated in each such Application; in such event, such additional Applications will be attached hereto on Exhibit A and shall become a part of this Agreement.

**2.2**     **Project and Schedule**

- (a)     *Grant Purpose.* Each Grant is being made solely to finance the project described in the applicable Application (each, a "Project").

- (b) *Grant Expenditure Schedule.* The Grant will not pay any costs other than those incurred during the period from March 3, 2021 to June 30, 2024 (subject to extension in the sole discretion of the County, but not later than December 31, 2024). All Grant proceeds that remain unexpended as of June 30, 2024 (or such later date to which the County shall extend such deadline, in its sole discretion) shall be returned to the County promptly and, in any event, within ten (10) business days thereafter.

### **2.3 Grant Award Package**

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to the County in its sole and absolute discretion).

- (a) *Executed Grant Agreement.* The County shall receive a duly executed original of this Agreement.
- (b) *Expiration of Offer.* Each Grant, and the obligation of the County to disburse such Grant, or any portion thereof, shall expire ninety (90) days from the date the Grantee was notified that the County had approved the applicable Application. The County, in its sole and absolute discretion, may approve one or more extensions to the expiration of the offer of any Grant.

## **ARTICLE III - AFFIRMATIVE COVENANTS**

### **3.1 Use of Disbursements**

The Grantee shall expend the Grant funds only for eligible costs of the Project as described in the applicable Application, subject to Article II hereof. The Grantee shall be responsible for compliance with, and shall comply in all material respects with, all applicable laws and regulations, whether or not such laws or regulations are expressly referenced herein.

### **3.2 Reporting and Compliance with Laws**

- (a) The Grantee shall comply with all reporting requirements set forth in Schedule A hereto. In addition, the Grantee agrees that each Project shall be constructed or undertaken and each Grant shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder.
- (b) Without limiting the generality of Section 3.2(a), the Grantee covenants to comply in all respects with all applicable laws, regulations and rules regarding bidding, procurement, employment and anti-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.



- (c) Grantee certifies that it has read and understood its obligations with respect to compliance with the non-discrimination requirements in this Agreement (including, without limitation, Schedule B hereto), certifies that it is in compliance with such requirements, and covenants to remain in compliance at all times while this Agreement is in effect.

### **3.3 Additional Project Funding**

The Grantee shall ensure that adequate funding is in place to complete each Project. In the event that any Grant, alone, is, for any reason, insufficient to complete the applicable Project, the Grantee will obtain or make available and apply other funds (including without limitation, by incurring loans or obtaining other grants) in an aggregate amount necessary to ensure completion of each such Project in which the Grantee has received Grant funds.

### **3.4 Recoupment and Costs**

The Grantee acknowledges that it is responsible for compliance with this Agreement and all state and federal laws and regulations applicable to the Grant(s) funding source and the Project. Breach of this Agreement and/or failure to comply with such law or regulation may result in all or a portion of the Grant(s) becoming subject to recoupment (including, without limitation, as described in each Application). If one or more Grant is subject to recoupment, the County will notify the Grantee in writing and the Grantee shall promptly and, in any event, within 10 days of receiving such notice, return such Grant proceeds (including both any unexpended portion and funds equal to the portion expended) and any interest earnings thereon. In addition, Grantee shall be responsible for, and hereby agrees to promptly pay or reimburse the County for all costs incurred by the County, its employees, officers and agents (including without limitation, attorneys' fees) related to or arising out of such recoupment including, without limitation, costs of any related investigation, audit and/or collection efforts.

### **3.5 Indemnification**

To the fullest extent permitted by law, the Grantee agrees to indemnify and hold harmless the County and all of its employees, officers, and agents (collectively, "Indemnified Persons") from and against any and all losses, costs, damages, expenses, judgments, and liabilities of whatever nature (including, but not limited to, attorneys', accountants' and other professionals' fees and expenses, litigation and court costs and expenses, amounts paid in settlement and amounts paid to discharge judgments and amounts payable by Indemnified Persons relating to or arising out of (i) the actual or alleged failure of the Grantee to comply with the terms of this Agreement or with any other requirement or condition applicable to the federal grant with which any Grant is funded or (ii) the operation or undertaking of each Project; provided that no indemnification shall be required of an Indemnified Person to the extent such losses are determined by the final judgment of a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of such Indemnified Person. Such indemnification includes, but is not limited to, costs arising from third-party claims.

The provisions of this Section shall survive the termination of this Agreement, and the obligations of the Grantee hereunder shall apply to losses or claims whether asserted prior to or after the termination of this Agreement. In the event of failure by the Grantee to observe the covenants, conditions and agreements contained in this Section, any Indemnified Person may take any action at law or in equity to collect amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Grantee under this Section. The obligations of the Grantee under this Section shall not be affected by any assignment or other transfer by the County of its rights or interests under this Agreement and will continue to inure to the benefit of the Indemnified Persons after any such

transfer. The provisions of this Section shall be cumulative with and in addition to any other agreement by the Grantee to indemnify any Indemnified Person.

**3.6 SAM**

The Grantee shall maintain an active SAM registration at all times while this Grant Agreement is in effect.

**3.7 Recordkeeping.**

The Grantee shall maintain accounts and records with respect to each Project and each Grant in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to each Project and each Grant for a period of seven years after all Grant proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine readable formats. Grantee agrees to make such records available to the County or to the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement.

The Grantee shall permit the County or any party designated by it upon reasonable prior notice to the Grantee to examine, visit and inspect each Project and to inspect and, without limiting the generality of the previous paragraph, to make copies of any accounts, books and records of the Grantee pertaining to each Project and/or each Grant.

**3.8 Single-Audit**

The Grantee acknowledges that by accepting the Grant(s) it is a sub-recipient of federal financial assistance under the federal Single Audit Act of 1984, as amended (the "SAA"). The Grantee further acknowledges that to the extent it expends an aggregate of \$750,000 in federal awards (including, but not limited to the Grant(s)) in a fiscal year, it will be subject to an audit under the SAA and its implementing regulations at 2 CFR Part 200, Subpart F.

**ARTICLE IV - TERMINATION AND REMEDIES**

**4.1 Termination**

- (a) *Termination by the County.* The County, in its sole and absolute discretion, may terminate this Agreement or any one or more Grants hereunder:
  - (i) if the Grantee has breached any provision of this Agreement (including without limitation reporting requirements in Schedule A hereto) or has failed to comply with any applicable state or federal law or regulation applicable to any Project and/or any Grant; or

- (ii) if any representation or warranty made by the Grantee in any Application, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- (b) *Notice of Termination.* The County shall provide the Grantee with written notice of termination of this Agreement or any one or more Grants, setting forth the reason(s) for termination. The termination of this Agreement or any one or more Grants shall be effective as of the date such notice of termination is sent by the County.
- (c) *Effect of Termination.* Upon termination of this Agreement or any Grant, the Grantee shall reimburse the County for all costs and disbursements of the Grant(s) terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination.

**4.2 Term**

This Agreement shall remain in effect until one of the following events has occurred:

- (a) The Grantee and the County replace this Agreement with another written agreement;
- (b) All of the Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements of the Grant(s); or
- (c) This Agreement has been terminated pursuant to the provisions of Section 4.1 hereof.

**ARTICLE V - MISCELLANEOUS**

**5.1 Notices**

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered, (i) in the case of the County, to Bristol County, 9 Court Street, Taunton, Massachusetts 02780, Attention: Christopher T. Saunders, Treasurer, and (ii) in the case of the Grantee, to the address specified in the most recent Application; or, as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.

**5.2 No Waiver**

No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.

**5.3 Governing Law**

This Agreement shall be construed under, and governed by, the laws of the Commonwealth. The Grantee agrees to bring any federal or state legal proceedings arising under this Agreement in which the County is a party in a court of competent jurisdiction within the Commonwealth. This section shall not be construed to limit any other legal rights of the parties.

**5.4 Successors and Assigns**

This Agreement shall be binding upon and inure to the benefit of the Grantee and the County and their respective successors and assigns, except that the Grantee may not assign or transfer its rights or obligations hereunder without the prior written consent of the County.

**5.5 Complete Agreement; Waivers and Amendments**

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Grantee and the County unless otherwise specified in this Agreement. At the date of execution hereof, one or more Applications are attached hereto as Exhibit A and made a part hereof. From time to time after the date hereof, the Grantee may apply for, and the County may agree to make additional Grants pursuant to additional Applications submitted by Grantee. In such event, such additional Applications shall be attached to and become a part of this Agreement. The parties understand and agree that this Agreement and all Applications attached hereto from time to time, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.

**5.6 Headings**

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

**5.7 Severability**

If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such terms, provisions or conditions nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

**5.8 Schedules, Exhibits and Attachments; Counterparts; Electronic Signature**

Each schedule, exhibit or other attachment hereto (including without limitation each Application attached (or to be attached as referenced in Section 5.5 hereof) as Exhibit A and referred to herein is an integral part of this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 and related state law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**5.9 Further Assurances**

Grantee agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

**5.10 Third-Party Beneficiaries**

This Agreement is exclusively between the County and the Grantee, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Grantee and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Grantee. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Grantee and the Indemnified Persons.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have caused this Grant Agreement to be duly executed as of the latest date set forth below.

**BRISTOL COUNTY, MASSACHUSETTS**

By: \_\_\_\_\_  
Name: Christopher T. Saunders  
Title: Treasurer

Date: \_\_\_\_\_

GRANTEE (as applicable)

**TOWN OF Fairhaven** \_\_\_\_\_,  
**as Grantee**

**CITY OF** \_\_\_\_\_,  
**as Grantee**

By a majority of its Select Board:

By its

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor/City Manager

and a majority of its City Council:

\_\_\_\_\_  
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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE A

### **Reporting Requirements**

#### **Event Reporting**

The following events shall be reported promptly upon the occurrence thereof (and in any event with five business days of the occurrence thereof) to the County:

- (a) The inclusion of the Grantee, or any contractor or sub-recipient related to any Grant or any Project, or any employee, officer or other official of any of the foregoing, on any state or federal listing of debarred or suspended persons, or if any of such persons are proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any state or Federal department or agency.
- (b) Any criminal or civil litigation, or credible threat of such litigation, or investigation by any governmental entity of any of the persons listed in (a) for violations of state or Federal law involving fraud, bribery, misappropriation of funds, breaches of fiduciary duty or other actions bearing on the trustworthiness, credibility or responsibility of such person.

#### **On Demand Reporting**

- (a) A list of antidiscrimination complaints, reviews and proceedings, if any, as described in item 8 of Schedule B; and
- (b) Such other reporting relating to each Grant and each Project as the County shall reasonably request from time to time.

#### **Scheduled Reporting**

- (a) Quarterly Reporting. The Grantee shall provide quarterly reports as of the end of each fiscal quarter. Such reports shall be delivered to the County not later than the fifteenth (15) day following the end of the each fiscal quarter (i.e. January 15, April 15, July 15 and October 15) and shall contain:
  - a. The status of each Project (not started, in process, completed)
  - b. The amount of each Grant spent on the applicable Project during the quarter;
  - c. The cumulative total amount of each Grant funds spent on the applicable Project since inception;
  - d. The amount, if any, of each Grant that has been obligated for spending on the applicable Project that have not yet been expended;
  - e. A certification that, as of such reporting date and at all times since the previous reporting date (or if none, since the date of the Grant Agreement), the Grantee is and has been in full compliance with all terms of the Grant Agreement, including, without limitation, the anti-discrimination requirements described on Schedule B (or has delivered to the County in writing a full accounting of all instances on noncompliance);
  - f. Such other items as the County shall reasonably request related to the Grant(s) and/or the Project(s)
- (b) Close Out Reporting. The Grantee shall provide a final close-out report after the final expenditure (or return to the County) of each Grant. Such report shall be delivered to the County not later than 60 days following the quarter in which such final expenditure (or return) occurred and shall contain all such items as are reasonably requested by the County or its agents.

## SCHEDULE B

### **Assurance of Compliance with Civil Rights Requirements**

As a condition of receipt of federal financial assistance including the Grant(s), the Grantee provides the assurances stated herein. The federal financial assistance includes the Grant(s) and may include other federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including the Grant(s) and any assistance that the Grantee may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Grantee's programs, services and activities, so long as any portion of the Grantee's program(s) is federally assisted in the manner proscribed above.

1. Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have limited English proficiency ("LEP"). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.
3. Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance (including, without limitation, the Grant(s)), and is binding upon Grantee and Grantee's successors, transferees and assignees for the period in which such assistance is provided.
5. Grantee acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI



and its regulations between the Grantee and the Grantee's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury (including, without limitation, the Grant(s)), this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.
7. Grantee shall cooperate in any enforcement or compliance review activities by the County or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Grantee shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Grantee shall maintain a complaint log and promptly inform the County of any complaints of discrimination on the grounds of race, color, or national origin, and LEP covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, (i) a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome or (ii) if such is the case, a statement that Grantee has received no complaints under Title VI.
9. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI of the Civil Rights Act of 1964 and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Grantee and the administrative agency that made the finding. If the Grantee settles a case or matter alleging such discrimination, the Grantee must provide documentation of the settlement.
10. If the Grantee makes sub-awards to other agencies or other entities, the Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document.

**EXHIBIT A**

[copies of each final, approved  
*Application (Terms and Conditions)*  
to be attached]



# Economic Development Committee

Town Hall, 40 Center Street Fairhaven, MA 02719

September 22, 2022

Mrs. Stasia Powers  
Chair- Select Board  
Ms. Angie Ellison  
Town Administrator

Hello Madam Chair Powers and TA Ellison:

The EDC mission statement/ Charge needs to be updated. The current list has a Select Board Member (Leon C.) as a voting person and not as a representative, which makes up the overall seven-member committee. Since the Select Board member does not vote, we are seeking to change the line:

**FROM:** The membership shall consist of five (5) at-large members with ties and experience in Fairhaven, to be appointed by the Select Board; one (1) voting representative member from the Select Board; and one voting representative from the Planning Board, to be appointed by the Planning Board. Two (2) Alternate Non- Voting members, appointed by the Select Board.

**TO:** The membership shall consist of six (6) at-large members with ties and experience in Fairhaven, to be appointed by the Select Board; one (1) representative member from the Select Board; and one voting representative from the Planning Board, to be appointed by the Planning Board. Two (2) Alternate Non- Voting members, appointed by the Select Board.

All other aspects of the Mission Statement / Charge would remain the same. If this change could be approved at the next Select Board meeting so we can proceed forward and fill the current vacant positions. Resignation letters were submitted by Travis R. and Bernie R. of which they should have already sent it to you. Please let me know if you have not received them.

If you have any questions, please contact me at [cathymelanson@yahoo.com](mailto:cathymelanson@yahoo.com) or phone 508-989-2289

Sincerely

Cathy Melanson  
Chair

# **SELECT BOARD'S MEETING**

**MONDAY, January 9, 2022**

**Town Hall Auditorium rental**

**Application submitted by:**

**Supreme Perfectionists, Inc.  
148 Huttleston Avenue  
Fairhaven, MA 02719**

**Date and Times to be held:**

**February 18, 2023 (1:00PM to 5:00PM)**

# SELECT BOARD'S MEETING

**MONDAY, January 9, 2022**

**Renewal Approval for Repair License**

# **Renewal submitted by:**

**Matthew Wall**

**Wall Enterprises Inc., dba, Midas Fairhaven  
178 Huttleston Avenue, Fairhaven, MA 02719**

**All necessary documents on file in the Select Boards Office**

## Committee Liaison Report – Bob Espindola – January 9th, 2023

### Broadband Study Committee.

The Broadband Study Committee met on Thursday night last week. They are requesting information about the status of the Digital Equity Grant application that Select Board member Corey was working on submitting to Mass Broadband Institute. I would ask that Select Board member Corey answer that question in his Committee Liaison report.

The Broadband Coalition effort that the Board appointed me to several months ago never got off the ground due to the fact that the person who supposed to be leading the effort, who was from Quincy, never initiated a first meeting. In an effort to advance this project, I have compiled a list of contact emails for communities who are going through various stages of studying Broadband and invited them to join a virtual meeting sometime within the next month. As a reminder, the purpose of Coalition is to compare notes among communities, to try to learn from each other and to see if there are any opportunities to work collaboratively where there may be time or cost savings.

### Fairhaven Bikeway Committee

An Act to Reduce Traffic Fatalities is Signed Into Law. Unfortunately, we had a fatality right next door in Acushnet just within the past few weeks, as a 27 year old cyclist was struck by a truck and lost his life. He was an extremely experienced rider, who had traveled over 15,000 miles on his bike just in 2022 so he was, obviously, very familiar with and comfortable with riding on the main roads.

Part of this new law required people to allow 4 feet between their vehicle and people on bicycles, pedestrians, etc. It also requires standardized crash reporting which should really help identify previously under-reported crashes between cyclists / pedestrians and automobiles in Transportation statistics. Representative Bill Straus was one of the leaders who helped advance this bill through to the Governor for signing and I thought it would be nice to recognize his efforts here. The graphic and text below is from the MassBike website where you can read more and find the full text of the new bill.

<https://www.massbike.org/>

Begin MassBike excerpt ....

**"An Act to Reduce Traffic Fatalities" is now law!**

**The bill includes:**

- Vulnerable Road Users Definition
- Safe Passing
- Truck Safety Devices
- Safer Speed Limits
- Standardized Crash Reporting
- Rear Red Light Requirement

[www.massbike.org/laws](https://www.massbike.org/laws)

*"Thanks to your support, Governor Baker signed An Act to Reduce Traffic Fatalities into law! This critical traffic safety bill has a variety of components that will make our roadways safer for everyone across the commonwealth. [Read the final text signed by Governor Baker here.](#) For the past 10 years, MassBike has been advocating for "An Act to Reduce Traffic Fatalities." We've worked closely with the [Vision Zero Coalition](#) on this important legislation to help end fatal crashes on our streets. This bill will*

*support not only the safety of people walking and biking, but also the safety of people in wheelchairs, construction workers on their job sites, tow truck drivers and first responders stopped on the side of the road, and anyone out on our public ways without the protection of steel, seatbelts, and airbags. We want to thank the champions of this bill and bike-friendly leaders on Beacon Hill and in Governor Baker's Administration, Representative Mike Moran, Representative William Straus, and Senator William Brownsberger for supporting an Act to Reduce Traffic Fatalities. Their leadership has brought us one step closer to eliminating fatal crashes on the roads throughout Massachusetts."*

... End MassBike Excerpt

SRPEDD No meeting since last Select Board Meeting.

### SMMPO

The SMMPO has reached out to Town Leadership to request feedback concerning transportation issues within the community. This is a great opportunity for the Town to provide feedback that could be used to solve transportation related problems in our community. Ms. Ellison has set up a meeting with Town Staff and the SRPEDD members to discuss. The email below shows the types of areas the SMMPO is looking for feedback on.

----- Forwarded message -----

From: Lilia Cabral-Bernard <[lcabral@srpedd.org](mailto:lcabral@srpedd.org)>

Date: Wed, Dec 14, 2022 at 12:11 PM

Subject: How can we help?

To: Angeline Lopes Ellison <[alopesellison@fairhaven-ma.gov](mailto:alopesellison@fairhaven-ma.gov)>, [spowers@fairhaven-ma.gov](mailto:spowers@fairhaven-ma.gov) <[spowers@fairhaven-ma.gov](mailto:spowers@fairhaven-ma.gov)>,

Bob Espindola <[selectmanbobespindola@gmail.com](mailto:selectmanbobespindola@gmail.com)>, [pfoley@fairhaven-ma.gov](mailto:pfoley@fairhaven-ma.gov) <[pfoley@fairhaven-ma.gov](mailto:pfoley@fairhaven-ma.gov)>, Vincent

Furtado <[vfurtado@fairhaven-ma.gov](mailto:vfurtado@fairhaven-ma.gov)>

Cc: Lisa Estrela <[lestrela@srpedd.org](mailto:lestrela@srpedd.org)>

Good afternoon-

As part of our Regional Transportation Plan (RTP) process, we are looking to get useful feedback concerning the transportation issues of our communities and its residents from those of you who know best what those might be. The RTP is a wide-ranging review of our transportation needs that prioritizes projects out to year 2050 and is tied to state and federal transportation funds.

We respectfully request a meeting with representatives from your town departments - including administration, planning, public works, police, and fire, etc. - to help us identify transportation issues. Do you have a speeding or red-light-running problem? A commuter or school related congested location in town? A high crash location?