



## FAIRHAVEN SELECT BOARD

### Agenda

February 21, 2023

6:30 p.m.

*Town Hall – 40 Center Street – Fairhaven*

FAIRHAVEN TOWN SELECT BOARD  
FEBRUARY 21, 2023 6:30 PM

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. 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.

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

Log on or call 1-929-205-6099

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<https://us06web.zoom.us/j/87631975295?pwd=WHdTK3o4NVdReFc5dSsxTjBRakNyQT09>

Meeting ID: 876 3197 5295      Passcode: 339130

#### A. MINUTES:

1. Approve the minutes of January 17, 2023 – Open Session

#### B. TOWN ADMINISTRATOR:

1. Staffing Updates
2. Resignation: Jenna Benoit; Commission on Disability
3. Revolution Wind Farm invitation
4. Collins Center; Dispatch Study
5. MassDEP Oil Spill Notification
6. Budget calendar update
7. Council on Aging (COA) Social Day
8. Legislative Breakfast
9. Other

#### C. ACTION ITEM:

1. Belonging Committee appointment: Richard Cancio
2. Randall “Randy” Bassett: Building Commissioner
3. Approve ten-year Aquaculture License: Matt Loo
4. Fairhaven Father’s Day Road Race, use of public roads
5. Policy on removal of non-hazardous public shade trees by individuals
6. 2022 Select Board/Town Administrator annual report
7. 2023 Select Board Meeting Calendar
8. Protocol on dissemination of information

#### D. COMMITTEE LIAISON REPORTS

#### E. PUBLIC COMMENT

#### F. BOARD MEMBER ITEMS

#### G. NEWS AND ANNOUNCEMENTS

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

## **H. EXECUTIVE SESSION**

Pursuant to G.L. c. 30A, § 21(a)(3) “[t]o discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares”: (Alves v. Town of Fairhaven)

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”: (Angie Lopes Ellison)

## **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.*

Tue, Feb 7, 2023

Hello,

I just wanted to write to inform that I am resigning from the Commission on Disabilities for the town.

Unfortunately I have found I have bitten off more than I can chew with the birth of our new daughter and starting my Doctorate program with Simmons University shortly.

Best,

Jenna Benoit



## United States Department of the Interior

**B 3**

BUREAU OF OCEAN ENERGY MANAGEMENT  
WASHINGTON, DC 20240-0001

Date February 7, 2023

Angie Lopes Ellison  
Town Administrator  
Town of Fairhaven  
40 Center Street  
Fairhaven, MA 02719

RE: Invitation to consult on the Revolution Wind Farm and Revolution Wind Export Cable Project, North Kingstown, Rhode Island, and Notification of Using the NEPA Process to Fulfill NHPA Section 106 Obligations

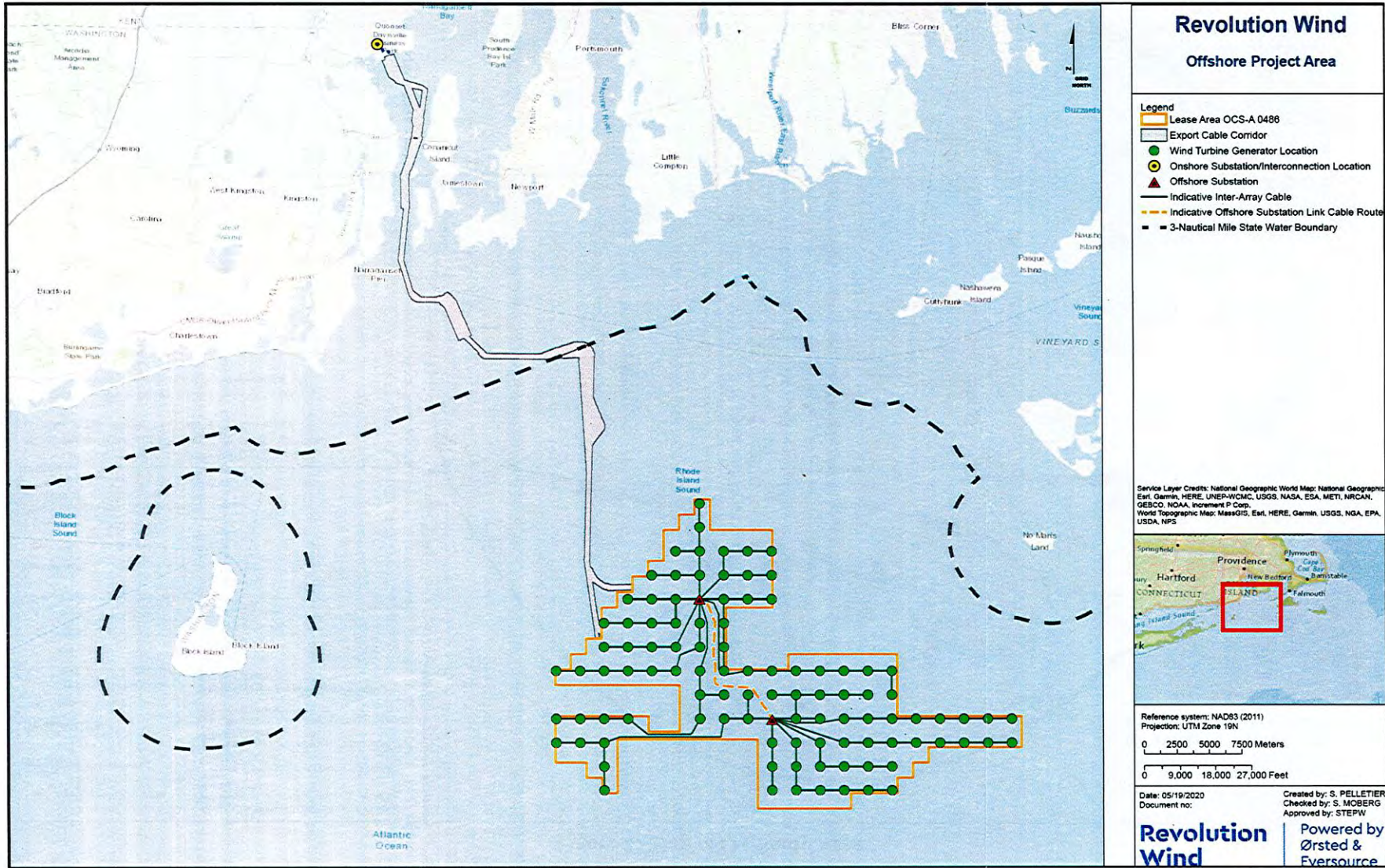
Dear Ms. Ellison,

The Bureau of Ocean Energy Management (BOEM), serving as lead federal agency under the National Historic Preservation Act (NHPA) and the National Environmental Policy Act (NEPA), is reviewing the Revolution Wind Farm and Revolution Wind Export Cable Project (the Project) (Figure 1). The wind farm is proposed in federal waters managed by BOEM on the Outer Continental Shelf (OCS) and export cabling would connect through Rhode Island (RI) state waters to a landing point and substation near Quonset Point in North Kingstown, RI. The study area for the project extends into Connecticut, Massachusetts, and New York (Figure 2).

BOEM determined the Project constitutes an undertaking subject to Section 106 of the NHPA and BOEM is using the NEPA process to fulfill its NHPA Section 106 obligations for the Revolution Wind Construction and Operations Plan (COP). BOEM has made a finding of adverse effect (Finding), for the Project pursuant to the regulations guiding the Section 106 process at 36 Code of Federal Regulations (CFR) 800.5. BOEM has determined the Project would result in visual adverse effects to 101 historic properties from offshore Project elements. Potentially visible offshore Project structures, as currently submitted to BOEM in the COP for Revolution Wind Farm, consist of up to 100 Wind Turbine Generators and up to two Offshore Substations on the OCS. A list of historic properties where visual adverse effects would potentially result from the Project can be found in Volume I (page 3.10-19) of the draft environmental impact statement (DEIS), within Table 3.10-6, at:  
[https://www.boem.gov/sites/default/files/documents/renewable-energy/state-activities/Revolution Wind DEIS Vol1 508.pdf](https://www.boem.gov/sites/default/files/documents/renewable-energy/state-activities/Revolution%20Wind%20DEIS%20Vol1_508.pdf).

BOEM is preparing to resolve the adverse effects through the development, execution, and implementation of a Memorandum of Agreement in consultation with participating consulting parties. BOEM's continued consultation to resolve adverse effects includes consideration of appropriate avoidance, minimization, and mitigation measures.

**Figure 1: Map of Proposed Revolution Wind Farm Project Area**



# **ASSESSMENT AND STRATEGY FOR DISPATCH FACILITY AND OPERATIONS**

## **FAIRHAVEN POLICE PUBLIC SAFETY ANSWERING POINT AND DISPATCH OPERATIONS**

**EDWARD J. COLLINS, JR.  
CENTER FOR PUBLIC MANAGEMENT**

**JANUARY 25, 2023**

# **Edward J. Collins, Jr. Center for Public Management**

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**McCormack GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES**

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## Table of Contents

<b>I. Introduction.....</b>	<b>2</b>
<b>II. Methodology .....</b>	<b>2</b>
<b>III. Dispatch Environment Analysis .....</b>	<b>2</b>
<b>IV. Cost Benefit Analysis.....</b>	<b>9</b>
<b>V. Recommendations.....</b>	<b>16</b>

## I. Introduction

The Fairhaven has requested that the Collins Center to study of feasibility of the Town's Emergency communication Services to join or establishing a Regional Emergency Communications Center (RECC), or to stay as a Public Safety Answering Point (PSAP) and to provide their own Emergency Communications Services with the needed enhancement recommendations.

## II. Methodology

Methods for collecting information will rely upon interviews, on-site assessments, and document review. The process was as follows:

- Kick-Off meeting with the principals from Fairhaven
- On-site visits which included interviews with the community police and fire chiefs and their designated personnel. If town managers request an interview, that interview will be scheduled
- Collection of relevant data from each site, including:
  - Equipment used
  - Staffing levels and training
  - Research/planning
  - Current financial costs for dispatch services
  - Call volume
  - Additional administrative benefits
- Analysis and preparation of the report
- Review of draft report with Fairhaven Public Safety Team
- Completion of final report

## III. Dispatch Environment Analysis

### **Fairhaven Public Safety Dispatch**

- The communications and dispatch department is a multi-function, fast-paced environment staffed by five (5) highly trained civilian department employees. They work in a state-of-the-art communications room and have ready access to information from local, state, and federal law enforcement agencies. They handle all incoming requests for service from the citizens of Fairhaven as well as serving as the communications lifeline to the police units in the field
- Public Safety Dispatch is located at Fairhaven Police Department, 1 Bryant Lane, Fairhaven, MA 02719. The Dispatch Center is a unit within the Police Department.



- Currently there is one civilian dispatcher on each shift who is a call taker, receptionist, and dispatcher for police calls for service. Fire and Emergency medical calls are transmitted to the Fire Department over a PA system of the call and are then dispatched by their personnel.
- Total Operating Budget \$390,717.46 for FY23. This total also includes \$48,000.00 that the State 911 Department provides through a Support Grant. A breakout of these costs are as follows:
  - \$354,297.48 Personnel (including salaries, overtime, uniforms, OPEB costs.)
  - \$21,420.00 Service Agreements
  - \$15,000.00 Equipment

**Fairhaven Metrics**

The data below provides a summary of the unique drivers for Emergency Communications Services in Fairhaven.

Community Metric	
Population	15,924
911 Calls	5,925
Total calls for service (CFS)	16,577
Sq. Miles	12.53
Coastline Length - Miles	17

**Interviews**

Interviews were conducted with five members of the Police and Fire Department. Below you will find the questions and the responses:

What do you see as the strength or benefit of regionalization?

- Relieve the police department of managing dispatch personnel
- Cost and concern of computer system (CAD/RMS)
- Better overall trained dispatchers
- Redundancy in backup

What do you see as the weakness or issue that would need to be overcome from regionalization?

- Need for local knowledge
- Not having a seat at the table (input into Operations Committee)

What recommendations would you make for the successful integration of the call taking and dispatching services of you community to be integrated into a RECC?

- Having no problem with the transition.

## Staffing Analysis

Two key documents were utilized for guidance in developing staffing recommendations for the development of an RECC for Fairhaven. A summary of each of the relevant documents that were utilized to develop the staffing recommendations for the RECC are as follows:

- 1) *In NFPA 1221: Standard for Installation, Maintenance, Use of Emergency Services Communications Services states in 7.3.2, "Communications centers that provide emergency dispatching protocols shall have at least two tele-communicators on duty at all times."*

In addition, NFPA also provides guidance on Emergency Medical Dispatch (EMD) functions that will also be governed by the State 911 Department standards in 2011. Regulation 560 CMR 5.00 establishes certification requirements for Enhanced 911 tele-communicators governing emergency medical dispatch and establishes 911 call-handling procedures.

Staffing by only one dispatcher creates several significant operational concerns in addition to those cited above regarding NFPA 1221 and to some degree the new EMD requirements. Those concerns are relative to a single dispatcher's ability to provide pre-arrival instructions and service to responders working in the field and, at the same time, receiving other 911/administrative calls during this important period. A multiple dispatcher RECC does provide for a greater capability for handling large-scale critical incidents at the same time provide an economy of scale.

NFPA Standard 1221 Section 6.4.2 specifies that "[95%] of alarms shall be answered within 15 seconds, and [99%] of alarms shall be answered within 40 seconds." Section 6.4.3 specifies that, "[95%] of emergency dispatching shall be completed within 60 seconds."

- 2) *Massachusetts Regulations through 560 CMR 5.0 provides the following Emergency Medical Dispatch Requirements:*

- By July 1, 2012, PSAPs and RECCs were required to provide EMD either through certified EMD dispatchers at the PSAP/RECC or through a certified EMD resource.
- The PSAP/RECC or certified EMD resource must use a single EMD Protocol Reference system (EMDPRS) on every request for medical assistance; have policies and procedures for use of EMDPRS and establish a continuous quality assurance (QA) program.
- To act as a certified EMD dispatcher for a PSAP/RECC- (the dispatcher) must be a certified E911 tele-communicator, obtain and maintain CPR certification, and obtain and maintain EMD certification.

The regulations also provide direction for certified EMD resources, call-handling procedures, and record keeping.

Two major deficiencies are apparent in the current structure of the Fairhaven Public Safety Dispatch Services which are as follows:

- The staffing of one dispatcher does not allow for the time when a medical calls come in that requires the need to provide Emergency Medical Dispatch (EMD) and then a second call comes

him, the dispatcher cannot leave the EMD call to answer the second call. NFPA 1221 articulates the need for two dispatchers in this scenario. An adequately staffed Fairhaven Dispatch Center or Fairhaven joining a RECC would have greater capacity to manage critical incident surge as well as the unique requirements of EMD.

- The current method to transfer a fire or a medical call to the Fire Department requires the dispatcher to transfer the call to the Fire Department personnel via a public address (PA) system to the available personnel at the station. There is no permanent staff at the Fire Station for the dispatch position.

## **Dispatch Options**

Three options exist for Fairhaven to have adequate staffing for their dispatch functions. They are as follows:

- 1) Remain as you are with the identified deficiencies and existing costs
- 2) Join or establish a Regional Emergency Communications Center in conjunction with other area communities. The following is an update of the contact information that was gathered of existing RECCs in the general area.

### **Barnstable County RECC:**

- No additional room to add any new towns.
- The Sheriff's Office has plans to build a new center to add 3-4 communities. A new Sherriff will review this project in the future for approval before it moves forward.

### **Regional Old Colony Communications Center (ROCCC):**

- In process of working with Pembroke for an IMA to join ROCC
- Has no interest in having Fairhaven join the ROCC

### **Holbrook RECC:**

Update

- Sherborn has recently joined the HRECC
- Norwood has recently signed an IMA and is scheduled to transition over to the HRECC in the Spring of 2023
- Holliston has recently signed an IMA and is scheduled to transition over to the HRECC by the end of the current fiscal year
- Holbrook is working on two additional communities to join their center. If Fairhaven makes contact with them and advises of their desires to there is a potential that they can join.
- If you choose to join Holbrook, a response to the letter that Director Hooke sent to Fairhaven on April 8, 2022, is required. The letter identifies the steps that Fairhaven should take to join the HRECC.

The HRECC is located at 300 South Franklin Street in Holbrook, Massachusetts. The HRECC is located in the Holbrook Public Facility, which no longer had sufficient space to add municipalities. In 2018, the HRECC sought and received grant funds from the State 911 Department to pay for the design and partial construction of a new building for the communications center adjacent to the public safety facility, as well as to purchase new equipment to add Rockland. The new facility will encompass 6,000 SF of space for an initial number of six 911 answering positions and 12 console/radio positions. The new facility will also include space for needed administrative offices and technology systems. Also included in the new facility will be new IT infrastructure (servers, workstations, firewalls, and switch gear), upgraded radio systems, and software.

Currently, there are 16 full-time dispatchers, six part-time dispatchers, four supervisors, one IT professional, one director, and one deputy director. The total FY2021 budget will be \$2,002,326.00.

In 2009, Holbrook began regionalization, with Sharon joining the communication center for fire services. Since that time, the HRECC has grown to include the following municipalities and public safety agencies:

- Abington Police and Fire Departments/911;
- Canton Fire Department, secondary 911;
- Holbrook Police and Fire Departments/911;
- Rockland Police and Fire Departments/911;
- Sharon Fire Department and secondary 911;
- Whitman Fire Department (also acts as their primary 911 PSAP); and
- Norfolk County Control Point for Fire District 4 and Hazmat East Control Point.

The HRECC governance model used the Town of Holbrook as a host to provide regional 911 call-taking and dispatch services. The administrative support functions for the HRECC are provided by the participating Holbrook public safety departments. The cost sharing ratio for each municipality is based upon call volume at the municipal level.

The HRECC conducts quarterly meetings with the Administrative Committee, made up of member municipality police and fire chiefs or their designees. Much of the focus of the Committee is on standards and operations. The HRECC mission is to provide regional emergency communications services for the member municipalities through call-taking and dispatch services – it does not provide walk-in services. There is a strong focus on continuous improvement in the delivery of core services. The HRECC provided the following Mission Statement:

*“The Holbrook Regional Emergency Communications Center is the first of the first responders. We are committed to answering all 911 calls with professionalism, integrity, and compassion while efficiently dispatching police, fire, and emergency medical services. Customer service is essential to our success, so we treat each caller with empathy and respect. Our dedicated and highly trained professionals routinely offer lifesaving medical instructions in addition to providing accurate public safety information.”*

Benefits provided for the participating municipalities:

- More effective call-taking and dispatching services;

- More dispatch personnel for major events and surges of 911 calls;
- Standardization of protocols;
- Cost savings; and
- Enhances Mutual Aid.

### **Southeast Massachusetts Regional Emergency Communication Center (SEMRECC)**

- At SEMRECC there is more than adequate space. I have spoken with the Director, and he advises that Fairhaven needs to contact him to advise him of their decision to join SEMRECC.
- A summary of SEMRECC is as follows:

SEMRECC is located in the former AT&T Building at 100 High Rock Road in Foxborough, Massachusetts by Fall 2020. AT&T sold the building to the District for a nominal fee of \$10.00. This 32,000 SF building and a 208-foot radio tower on-site was designed to be resistant to a nuclear attack. There is 18,000 SF on the first floor that will have a 10,000 SF portion of the floor outfitted as the footprint of the dispatch center that will include ten (10) dispatch positions and space for twenty-six (26) positions. The construction of the facility is expected to be completed by September 2020. The RECC will be prepared to operate at the new site in November/December 2020 after new dispatch equipment and technologies are installed.

Currently there are twenty (20) full-time dispatchers, four (4) supervisors, and one (1) Operations Section Chief, one (1) Training Section Chief, one (1) Deputy Director and one (1) Executive Director. The FY2021 Budget is \$3M

The Southeastern Massachusetts Regional 911 District was established in 2017 by Foxborough, Mansfield, Easton, and Norton. The communications center known as the Southeastern Massachusetts Regional Emergency Communications Center (SEMRECC), initiated its operations in the Foxborough Public Safety Facility, providing call-taking and dispatch services for Foxborough and Mansfield in 2018. In 2020, Easton and Norton will join the SEMRECC when it moves into a new facility at the permanent building in Foxborough. The population of the member communities is approximately 100,000. The cost sharing formula is based upon an equal sharing of the cost of the District by community. The current costs per community range from \$51,000.00 to \$507,629.55. The District was established according to the Regional 911 District legislation.

SEMRECC has an Administrative Board, a Finance Committee, and a working group made up of public safety chiefs. Currently, there is also an Interoperability Group and a Public Information Committee.

#### *Implementation Steps to Join Holbrook or SEMRECC:*

- Fairhaven submits a letter of intent to the Director of the Holbrook or SEMRECC

- expressing a desire to join.
  - Fairhaven submits call volume to the RECC Director.
  - The RECC Board approves the inclusion of Fairhaven in the 911 District.
  - The Director of the RECC then
    - I. Meets with Fairhaven representative(s) to identify their dispatching needs.
    - II. Calculate the needed staff for the RECC including Fairhaven.
    - III. Develop an overall budget for the RECC.
    - IV. Identify the Fairhaven cost.
    - V. Assess the technology needs for Fairhaven to join the RECC.
    - VI. Prepare a State 911 Development Grant to seek the funds to transition into the RECC: and
    - VII. Sign an IMA between the RECC and Fairhaven.
- 3) Enhance the capability of the Fairhaven Public Safety Dispatch Center for two dispatchers for each shift to provide the adequate staff for both EMD and for Fire Dispatch.
- a. This will require a minimum of nine (9) dispatchers and one (1) supervisor
  - b. One additional dispatch station/position is required
  - c. The supervisor will relieve the Police Department of managing the day-to-day operations of the Dispatch Center
  - d. The Supervisor will also provide the capability to analyze QA/QI information to ensure that Fairhaven is meeting the standards that have been established NFPA 1221 and the State 911 Department for EMD. This information is not being analyzed today.

### **Benefits/Weaknesses/Recommendations of Regionalization of Emergency Communications**

Information was gathered from over two hundred and (+240) interviews that were conducted with Massachusetts Police and Fire Chiefs, Town Administrators, Mayors, police officers, fire fighters and dispatchers.

Below is a listing of the responses from interviewees to a standardized list of questions regarding the Strengths, Weaknesses/Concerns of RECCs as well as transition Recommendations to consider if their community joined or developed a RECC.

The top five cited Benefits of an RECC as believed by the interviewees are as follows:

1. Standardized/use of the same dispatch protocols
2. Resources – more dispatch personnel for major events and increased surge of 911 calls
3. Cost Savings, Financial Support – state contributions to center development and recurring costs
4. Enhanced Mutual Aid
5. More effective call taking and dispatching services for the public and emergency response

The top five cited Weaknesses/Concerns of an RECC as believed by the interviewees are as follows:

1. Labor issues – seniority
2. Keep out the dynamics of politics
3. Not having anyone at the PD window or to monitor prisoners
4. Loss of local knowledge, i.e., landmarks etc.

5. Need updated dispatch protocols

The top five cited recommendations for a successful transition to a RECC:

1. Need open communications/transparency
2. Work out labor / union issues
3. Provide a greater level of training opportunities
4. Transition training – dispatch protocols (SOPs and radio codes)
  - a. Local knowledge-landmarks, repeat callers and responder nuances
  - b. Requires:
    - i. Management coordination meetings
    - ii. Ride along with public safety personnel from new community
5. Requires clear cut plan
  - a. Best option
  - b. Cost estimate including staffing and other recurring costs
  - c. Policy and Procedures

## IV. Cost Benefit Analysis

### 1) Financial Role of State 911 Department

The State 911 Department is charged with coordinating and effecting the implementation of enhanced 911 service and administering such service in the Commonwealth. In fulfilling this responsibility, the State 911 Department provides PSAPs in Massachusetts that serve as the first point of reception of a 911 call with call processing equipment, database, network, and technical support services, training for personnel handling the calls at the PSAPs, and with funding to support the operation of the PSAPs through the administration of an extensive grant program.

The State 911 Department has been committed to a more effective and economical 911 system through regionalization of those services. The Massachusetts State 911 Department provides a specific grant program to develop and operate RECCs. The State 911 website provides the FY22 Guidelines for the application process for these grant programs. Below is a listing of the relevant information for these grants from the website.

#### Support Grants

Primary PSAPs, regional PSAPs, regional secondary PSAPs, and RECCs are eligible to participate in the Program and are eligible to receive support grant funding.

#### Incentive Grants

In addition to amounts allocated as part of the above support grant, existing regional PSAPs and RECCs are eligible to receive incentive grant funding through the Program based on the following allocation formula.

- For regional PSAPs serving 2 municipalities:

- 0.75 of 1% of the total surcharge revenues of the previous fiscal year.
- For regional PSAPs serving 3 to 9 municipalities:  
a minimum of 1.5% of the total surcharge revenues of the previous fiscal year.
- For regional PSAPs serving 10 or more municipalities:  
1.5% of the total surcharge revenues of the previous fiscal year.
- For regional emergency communication centers:  
10% of the total surcharge revenues of the previous fiscal year.

### Regional Development Grants

For FY2024, \$40,000,000.00 of the total surcharge revenues of the previous fiscal year shall be allocated to the Regional Development Grant Program. Grant funds may be used by grantees only for the permissible categories of use listed within the specific categories set forth below:

- Associated with the provision of enhanced 911 service; and
- Approved by the State 911 Department.

Funds may be used for clerical, administrative, or other costs associated with administration of the Program, provided that funds may not exceed 1% of the total amount awarded to the Grantee. The services shall be specifically identified with the project, and the Grantee shall provide detailed documentation, to the satisfaction of the State 911 Department, supporting the services (including, without limitation, the time and dollar amount of the services).

The State 911 Department will allow funding for the purchase or lease of equipment, allowable construction items, and allowable structural improvement items and for debt service on equipment, allowable construction items, and allowable structural improvement items, including without limitation, principal, and interest payments on loans, notes, and bonds. The State 911 Department will allow grantees to assign lease, debt service, and/or incremental purchase costs to this grant. However, all funding requested under this grant program shall be for goods and/or services received. Funding will not be disbursed for obligations made without receipt of goods/services. The State 911 Department makes no guarantee of funding from year to year and does not assume any obligation, as guarantor or otherwise, under any purchase, lease, or debt instrument.

All technology or telecommunications related goods or services must be compliant with applicable laws, rules, regulations, and standards.

### Security Measures Grants

Existing and proposed regional PSAPs and RECCs are eligible to apply for funds for the following allowable items within the transition expenses category:

- Security measures (such as remote cameras, remote printers, and security doors); and
- One-time costs associated with the installation of such security measures.

### Equipment Grants



Existing and proposed regional PSAPs, regional secondary PSAPs, RECCs, and the Northampton wireless state police PSAP are eligible to apply for funds for equipment associated with the provision of enhanced 911 service that is not directly provided by the State 911 Department and/or equipment to be used to foster the development and startup of regional PSAPs, regional secondary PSAPs, and RECCs or the expansion or upgrade of existing regional PSAPs and/or regional secondary PSAPs. Allowable items to be funded through this grant include, but are not limited to:

- Radio systems and consoles;
- Computer-aided dispatch;
- Records management systems;
- Fire alarm receiving and alerting equipment; and
- Consultant services in support of equipment.

In 2020, the State 911 Commission approved a new criterion for the Transition Award. On the next page is a chart that explains that Award.

## State 911 Department – Development Grant Program FY22

### Transition Award

Transition award, payable to the entity that operates a regional PSAP or RECC on behalf of the participants, for each PSAP that is decommissioned on or after July 1, 2018, and becomes operational as a participant in such regional PSAP or RECC, in the amount that represents the greater of:

the last allocation for the decommissioned PSAP under the State 911 Department Support Grant; or  
the amount of the assessment or charge allocated to such PSAP for the current fiscal year under the terms of the signed inter-municipal agreement or other equivalent agreement governing the operations of the regional PSAP or RECC.

Such transition award(s) shall be credited against the obligation of the decommissioned PSAP(s) by the grantee. A decommissioned PSAP may be provided with the credit three (3) times to be applied for in three (3) different grant cycles, or two (2) times to be applied for in two (2) different grant cycles if a transition award was already applied for and awarded in the FY 2020 grant cycle pursuant to grant guidelines in effect at that time.

After applying for and being awarded a transition award a total of three (3) times, a decommissioned PSAP may be provided with a credit an additional two (2) times to be applied for in two (2) different grant cycles, but the award will be limited the first time to 50% of the greater of:

the last allocation for the decommissioned PSAP under the State 911 Department Support Grant; or  
the amount of the assessment or charge allocated to such PSAP for the current fiscal year under the terms of the signed inter-municipal agreement or other equivalent agreement governing the operations of the regional PSAP or RECC, and limited for the second time to 25% of the greater of the last allocation for the decommissioned PSAP under the State 911 Department Support Grant; or ii) the amount of the assessment or charge allocated to such PSAP for the current fiscal year under the terms of the signed inter-municipal agreement or other equivalent agreement governing the operations of the regional PSAP or RECC.

Documentation that such credit has been granted in the form of a written acknowledgment from the decommissioned PSAP shall be required prior to reimbursement. ii) the amount of the assessment or charge allocated to such PSAP for the current fiscal year under the terms of the signed inter-municipal agreement or other equivalent agreement governing the operations of the regional PSAP or RECC.

Documentation that such credit has been granted in the form of a written acknowledgment from the decommissioned PSAP shall be required prior to reimbursement.

2) Option Analysis

	YEAR		
	1		
<b>Option 1 - Continue as currently configured - Current Fairhaven Budget</b>	FY 2023 Draft Budget	% of Budget	
<b>Personnel</b>			
Dispatcher Salaries (5)	\$287,535.10		
Overtime Allowance	\$78,950.00		
Other Personnel Employee Benefits (OPEB) - 28.14%	\$80,912.38		
<b>Total for Personnel</b>	<b>\$447,397.48</b>	<b>90.38%</b>	
<b>Other Non-personnel expenses</b>			
IMC Pervasive	\$7,500.00		
CAD/RMS License Fees	\$18,690.00		
Service Agreements	\$21,420.00		
<b>Total for Maintenance/Admin.</b>	<b>\$47,610.00</b>	<b>9.62%</b>	
<b>Total for Dispatch Services</b>	<b>\$495,007.48</b>	<b>100.00%</b>	
<b>State 911 Support Grant</b>	\$48,000.00		
<b>Fairhaven Costs</b>	\$447,007.48		
<b>Option 2 - Cost of Fairhaven as a RECC participant/Holbrook Proposal</b>	<b>Proposed Assessment FEE</b>		
<b>Year 1</b>	\$0		
<b>Year 2</b>	\$0		
<b>Year 3</b>	\$0		
<b>Year 4</b>	\$161,177.50		
<b>Year 5</b>	\$249,019.50		
<b>Option 3 - Enhanced Capability of Fairhaven Dispatch Operations</b>			
<b>Personnel</b>			
Dispatcher Salaries (9)	\$517,563.18		

Overtime Allowance	\$105,000.00		
Other Personnel Employee Benefits (OPEB) - 28.14%	\$145,642.28		
<b>Total for Personnel</b>	\$768,205.46	<b>93.31%</b>	
<b>Other Non-personnel expenses</b>			
Equipment - Dispatch position and furniture	\$7,500.00		
IMC Pervasive	\$7,500.00		
CAD/RMS License Fees	\$18,690.00		
Service Agreements	\$21,420.00		
<b>Total for Maintenance/Admin.</b>	\$55,110.00	<b>6.69%</b>	
<b>Total for Dispatch Services</b>	\$823,315.46	<b>100.00%</b>	
<b>Summary</b>	<b>Strength or Weakness</b>	<b>Primary deficiency or enhancement</b>	<b>Cost to Fairhaven</b>
Option 1 - Cost to remain the same as currently planned for.	Cost to remain as planned	Do not meet standards	\$497,007.00
Option 2 - Join or create a RECC	Cost saving , more robust, professional services	Will meet standards	-0- for three years
Option 3 - Enhance Fairhaven Dispatch Operations	Greater capability for call taking and dispatching	Will meet standards	\$823,315.46

### Options for Police Station Staffing without Dispatch Personnel if Fairhaven joins a RECC

#### 1. Prisoner Processing

During the interview process with the Police Chiefs, their main concern of regionalizing dispatch was the processing of prisoners as well as their housing and care at the community facilities, if in fact they are

closed down at certain hours and days of the week. This concern is primarily based upon officer and prisoner safety.

The Bristol County Jail and lock up at 226 Ashe Street, New Bedford provides secure housing for recent arrestees until they are bailed out or are brought before the court for arraignment. The current Sheriff has proposed moving the operations to the 400 Faunce Corner Road Jail in North Dartmouth. The move would require funding by the legislature and time to make modifications to the facility. It is estimated that it would take two years for the modifications according to a most recent news article. In the long run this new site for the Regional Lockup would be 8.5 Miles from the Fairhaven Police Department and would take approximately 13 minutes to drive to the location.

Consideration should be made to provide outreach to the District Courts to seek to reduce the number of prisoners being held for bail purposes and the time it takes to bail them.

## **2. Administrative and Front Desk Staffing at Police Department**

Develop a plan to provide the administrative support that the dispatchers have been providing and to allow community members to interact with the Police and Fire Departments for administrative matters. Strategies should include:

- a. Provide administrative support during certain hours of the day during the week to support this effort with either full-time or part-time employees. Consider putting their records function in the current dispatch area and using a records clerk to work on that function as well as other community business with the police department such as records requests.
- b. Schedule hours for those certain administrative functions, such as firearms license request and inform the public of any change made.
- c. Review the administrative functions that could be put online through the internet such as the Burn Permit system that some RECCs are currently providing at this time.
- d. Consider utilizing part time personnel such as cadets or special/interim police officers for these responsibilities

## **3. Security Measures used for Stations where personnel are not at the station 24/7**

Conduct a **security** assessment with a state approved contractor, or one that the community has used for other facilities in conjunction with both police and fire chiefs that the facility would not have personnel in it as it currently does 24X7 and would provide a risk to systems, evidence, firearms, and communication equipment that would be in the facility.

The security assessment would identify their specific security concerns when those departments did not have personnel in the facility due to the operational needs at the time.

The assessment should identify all their vulnerabilities and risks including areas of the building that were not covered by cameras, or part of an old outdated system that could communicate with the RECC. The assessment would recommend a solution to all these risk areas and provide a preliminary budgetary quote for the installation of an integrated security system consisting of:

- surveillance equipment
- client workstation with monitors
- door of access control
- interior cameras and exterior cameras
- Connect police and fire department overhead doors for opening and closures.
- Emergency phone installation at main entry
- Provide the ability to open and close foyer doors to provide security for person in need until police personnel arrive

## V. Recommendations

1. The best option operationally and financially for Fairhaven is to join a Regional Emergency Communications Center (RECC). Because the Town has received a proposal from the Holbrook RECC Director, indicating that staffing to accommodate Fairhaven at the Center has been completed. It would be most effective to plan to meet with the Director as soon as possible because the Town received the Holbrook proposal, the Director has received commitments from three communities to join their Center. I have learned that the time to transition all of those communities to the RECC will require approximately one to two years.
2. The second option is to meet and discuss the operational and financial benefits of joining SEMRECC in Foxborough with the Director.
3. The third option is to provide the appropriate staffing and equipment for the existing center to meet current standards and to provide two dispatchers on each shift. This would alleviate the risk of dropping a 911 call particularly while providing Emergency Medical Dispatch (EMD) protocols. The Staffing Analysis on page 3 provides greater detail of the staffing requirement.
4. A final option is to discuss with the neighboring communities their interest in developing a RECC for two or more communities. The Collins Center could support this effort by facilitating the meeting and to provide any feasibility study that would be required.



## Department of Environmental Protection

Southeast Regional Office • 20 Riverside Drive, Lakeville MA 02347 • 508-946-2700

Maura T. Healey  
Governor

Kimberley Driscoll  
Lieutenant Governor

Rebecca L. Tepper  
Secretary

Gary Moran  
Acting Commissioner

February 15, 2023

Jack M Fishing Corp.  
Attn: John Murray  
2 Middle Street  
Fairhaven, MA 02719

RE: **FAIRHAVEN - BWSC**  
Release Tracking Number: **4-0029676**  
F/V Jack M  
IVO Union Wharf  
**NOTICE OF RESPONSIBILITY**

Sent via email only to: [seascallop@verizon.net](mailto:seascallop@verizon.net)

**THIS IS AN IMPORTANT NOTICE.  
FAILURE TO TAKE APPROPRIATE ACTION IN RESPONSE  
TO THIS NOTICE COULD RESULT IN SERIOUS LEGAL CONSEQUENCES.**

Dear Mr. Murray:

The Massachusetts Department of Environmental Protection, Bureau of Waste Site Cleanup (MassDEP or the Department) is tasked with ensuring the cleanup of oil and hazardous material (OHM) releases pursuant to the Massachusetts Oil and Hazardous Material Release Prevention and Response Act (M.G.L. c. 21E or Chapter 21E). The law is implemented through regulations known as the Massachusetts Contingency Plan (310 CMR 40.0000 et seq. – the MCP). Both Chapter 21E and the MCP require the performance of response actions to provide for the protection of harm to health, safety, public welfare and the environment which may result from releases and/or threats of releases of OHM.

### **REASON FOR THIS NOTICE**

On January 28, 2023 at 7:56 AM, MassDEP received a National Response Center report regarding a release of a release of oil at the above referenced location. Greater than 10 gallons of marine diesel fuel was released from the F/V Jack M to surface waters of New Bedford Harbor. Pursuant to 310 CMR 40.0311(3) and 310 CMR 40.0311(5), this release or threat of release requires notification to MassDEP within two (2) hours of obtaining knowledge, and pursuant to 310 CMR 40.0412(1) this release requires that an Immediate Response Action (IRA) be conducted.

Chapter 21E and the MCP require the performance of response actions to prevent harm to health, safety, public welfare and the environment which may result from this release and govern the conduct of such

actions. The purpose of this notice is to inform you of your legal responsibilities under State law for assessing and/or remediating the release at this property. For purposes of this Notice of Responsibility (NOR) the terms and phrases used herein shall have the meaning ascribed to such terms and phrases by the Chapter 21E and the MCP unless clearly indicated otherwise.

### **STATUTORY LIABILITY**

MassDEP has reason to believe that you (as used in this Notice, "you" and "your" refers to Jack M. Fishing Corp.), as the current owner of the vessel from which the release of oil occurred, are a Potentially Responsible Party (PRP) with liability under M.G.L. c. 21E §5, for response action costs. Section 5 makes the following parties liable to the Commonwealth of Massachusetts: current owners or operators of a site from or at which there is or has been a release/threat of release of oil or hazardous material; any person who owned or operated a site at the time hazardous material was stored or disposed of; any person who arranged for the transport, disposal, storage or treatment of hazardous material to or at a site; any person who transported hazardous material to a transport, disposal, storage or treatment site from which there is or has been a release/threat of release of such material; and any person who otherwise caused or is legally responsible for a release/threat of release of oil or hazardous material at a site.

This liability is "strict", meaning that it is not based on fault, but solely on your status as owner, operator, generator, transporter, disposer or other person specified in M.G.L. c. 21E §5. This liability is also "joint and several", meaning that you may be liable for all response action costs incurred at a disposal site regardless of the existence of any other liable parties. Pursuant to M.G.L. c. 21E and the MCP the term disposal site means anywhere OHM has come to be located.

MassDEP encourages parties with liability under M.G.L. c. 21E to take prompt and appropriate actions in response to releases and threats of release of oil and/or hazardous materials. By taking prompt action, you may significantly lower your assessment and cleanup costs and/or avoid liability for costs incurred by MassDEP in taking such actions.

You may be liable for up to three (3) times all Response Action Costs incurred by MassDEP. Response Action Costs include, without limitation, the cost of direct hours spent by MassDEP employees arranging for response actions or overseeing work performed by persons other than MassDEP or its contractors, expenses incurred by MassDEP in support of those direct hours, and payments to MassDEP's contractors. (For more detail on cost liability, see 310 CMR 40.1200.)

MassDEP may also assess interest on costs incurred at the rate of twelve percent (12%), compounded annually. To secure payment of this debt, the Commonwealth may place liens on your property in the Commonwealth. To recover the debt, the Commonwealth may foreclose on these liens or the Attorney General may bring legal action against you.

In addition to your liability for up to three (3) times all Response Action Costs incurred by MassDEP, you may also be liable to the Commonwealth for damages to natural resources caused by the release. Civil and criminal liability may also be imposed under M.G.L. c. 21E, § 11, and civil administrative penalties may be imposed under M.G.L. c. 21A, § 16 for each violation of M.G.L. c. 21E, the MCP, or any order, permit or approval issued thereunder.



By taking prompt actions you may also avoid the imposition of, the amount of or reduce certain annual compliance assurance fees payable under 310 CMR 4.00.

You should be aware that you may have claims against third parties for damages, including claims for contribution or reimbursement for the costs of cleanup. Such claims do not exist indefinitely but are governed by laws which establish the time allowed for bringing litigation. MassDEP encourages you to take any action necessary to protect any such claims you may have against third parties.

If you are a responsible party and you have reason to believe that your performance of the necessary response actions is beyond your technical, financial or legal ability, you should promptly notify the Department in writing of your inability in accordance with MGL c. 21E, subsection 5(e), and 310 CMR 40.0172. If you assert or demonstrate in compliance therewith that performing or paying for such response action is beyond your ability, subsection 5(e) provides you with a limited defense to an action by the Commonwealth for recovery of two to three times the Department's response action costs and 310 CMR 40.0172 provides you with a limited defense to the Department's assessment of civil administrative penalties.

Please refer to M.G.L. c. 21E for a complete description of potential liability.

#### **ORALLY APPROVED IMMEDIATE RESPONSE ACTION**

As outlined above, and pursuant to 310 CMR 40.0412(1), this release requires that an IRA be conducted. At the time of oral notification to MassDEP, the following response actions were approved as an IRA:

- Continued assessment.
- Deployment of absorbent/containment materials.

All Remediation Waste generated must be properly stored/handled and disposed as soon as possible and, in all cases, within 120 days from the date of generation per 310 CMR 40.0030.

#### **ADDITIONAL ACTIONS REQUIRED**

Additional submittals are necessary relative to this notification including, but not limited to, a written IRA Plan, IRA Completion Statement and/or a Permanent or Temporary Solution Statement. **The MCP requires that a fee of \$1,470.00 be submitted to MassDEP when a Permanent Solution Statement is filed greater than 120 days from the date of initial notification.**

Specific approval is required from MassDEP for the implementation of most IRAs pursuant to 310 CMR 40.0420. Release Abatement Measures (RAMs) may not be conducted until a RAM Plan is submitted pursuant to 310 CMR 40.0443. Assessment activities, the construction of a fence and/or the posting of signs are actions that are exempt from this approval requirement.

In addition to oral notification, 310 CMR 40.0333 requires that a completed Release Notification Form (BWSC-103) be submitted to MassDEP within sixty (60) calendar days of **January 28, 2023**.

You must employ or engage a Licensed Site Professional (LSP) to manage, supervise or perform the necessary response actions to address this release/threat of release. You may obtain a list of the names and addresses

of these licensed professionals from the Board of Registration of Hazardous Waste Site Cleanup Professionals by calling (617) 556-1091 or visiting <http://www.state.ma.us/lsp>. MassDEP records indicate that Margaret Cote of Apex Companies, LLC is the LSP of Record.

Unless otherwise provided by MassDEP, potentially responsible parties (PRPs) have one year from the initial date of notification to MassDEP of a release, pursuant to 310 CMR 40.0300, or from the date MassDEP issues a Notice of Responsibility, whichever occurs earlier, to file with MassDEP one of the following submittals: (1) a completed Tier Classification Submittal; (2) a Permanent or Temporary Solution Statement or, if applicable, (3) a Downgradient Property Status. The deadline for either of the first two submittals for this release is **January 28, 2024**.

This release shall not be deemed to have had all the necessary and required response actions taken unless and until all substantial hazards presented by the release have been eliminated and a level of No Significant Risk exists or has been achieved in compliance with Chapter 21E and the MCP. The MCP requires persons undertaking response actions to address a release to submit to MassDEP a Permanent Solution Statement prepared by an LSP in accordance with 310 CMR 40.1000 upon determining that a level of No Significant Risk already exists or has been achieved relative to the release.

If you have any questions relative to this Notice, please contact Andrew L. Jones at the letterhead address or at (508) 946-2785. All future communications regarding this release must reference the following Release Tracking Number: **4-0029676**.

Sincerely,

Dan Crafton, Chief  
Emergency Response Section  
Bureau of Waste Site Cleanup

C/AJ

cc: Board of Health  
Board of Selectmen  
Fire Department

DEP-SERO - Data Entry



# **Town Administrator Report**

## **Budget Calendar Update**

Feb 11, 2023, at 5:31 PM, PADRAIC ELLIOTT

Thank you for the calendar. Assuming the budget is complete next week, I'd like to throw out the following schedule to try to keep on track and avoid doubling meetings in March.

2/16 - Budget is published and copies made available to SB and FC. (potential to meet in person on Thursday to review???)

2/23 - Joint Meeting: Present budget to Finance Committee and Selectboard. Review Town Hall Budget in detail (including debt, gas and other spending directly controlled by Administration)

3/2 - Joint Meeting: 6:30 Marine, 7:15 Police/Animal Control 8:00 Fire/EMA.

3/9 - Joint Meeting: 6:30 Recreation, 7:00 DPW (Highway, Sewer, Water) - This could be a late one...

3/16 - Joint Meeting: 6:30 Recreation, 7:00 School...other departments as requested

3/23 - Fin Com Only: Review Articles; Deliberate/Vote Budget.

3/30 - Fin Com Only: Deliberate/Vote Budget; Deliberate/Vote Articles

4/6 - Fin Com Only: Deliberate/Vote Articles; Clean up any other loose ends

I think these will all be meetings to at least 9:00 and possibly later. We could use a Monday here or there to get back on track (I'm thinking we're going to have to). I would anticipate that we will want to meet with or obtain information from other departments as well.

Would appreciate your thoughts.

Pat Elliott  
Fin Com Chair



Town of Fairhaven  
Massachusetts  
Council on Aging  
229 Huttleston Ave. · Fairhaven, MA · 02719

**B 7**

## MEMORANDUM

---

*To: Angie Lopes Ellison, Town Administrator*

*From: Martha Reed, COA Director*

*Date: February 1, 2023*

*Re: Fairhaven Social Day featured in February Senior Scope*

---

I wanted to share with you the February Edition of the Senior Scope, which features the re-opening of our Social Day Program as the cover story and is also mentioned in the editor's section.

[https://coastlinenb.org/wp-content/uploads/2023/01/Senior-Scope\\_Feb2023.pdf](https://coastlinenb.org/wp-content/uploads/2023/01/Senior-Scope_Feb2023.pdf)

Please reach out if you have any questions.

# Senior Scope

A newspaper serving the communities of Acushnet ■ Dartmouth ■ Fairhaven ■ Gosnold ■ Marion ■ Mattapoisett ■ New Bedford ■ Rochester

Vol. 5, Issue 5 Published by Coastline Elderly Services, Inc. February 2023

## Inside



Dr. Mike Rocha Q&A, page 5

- Donations.....2
- From the Editor.....2
- Social Security.....2
- Mental Health (cont.) .....3
- Spinner Photo.....3
- Updates .....4
- George Smith.....4
- NB Wellness .....5
- SNAP Benefits .....6
- Be My Neighbor.....7
- Legal .....8
- Trivia .....8
- Military Horses.....9
- At the COAs .....10
- COAs Continued.....11
- Dementia Directory.....11
- Social Day (cont.) .....12
- Making it Work .....12

- Los Artículos en Español .....Página 6
- Os Artigos em Português.....Página 6



Making Social Day Work, page 12

## Social day reopens in Fairhaven

Loss of programs during the pandemic hurt participants and their families

New Bedford area social day programs, devastated during the COVID-19 pandemic, are making a comeback in 2023 with the re-opening of the Fairhaven Council on Aging program this month.

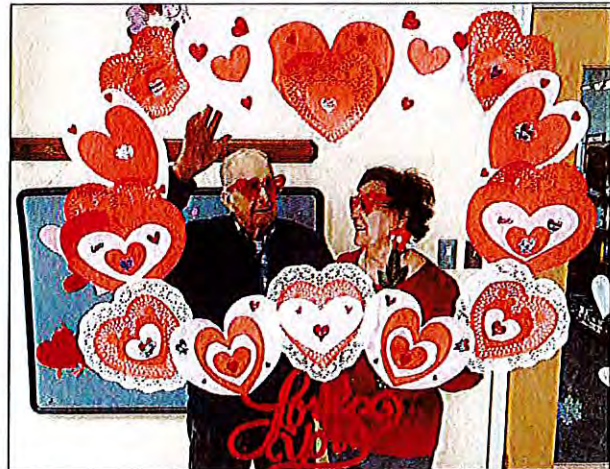
The addition brings the number of active social day programs between Westport and Wareham to three, down from six before pandemic lockdowns. Of the three that closed - Fairhaven, Dartmouth and Wareham - Fairhaven is the first to reopen. The COA plans to open Jan. 31, operating three days a week.

Despite financial and other challenges, Fairhaven COA Director Martha Reed made reopening the program a focus of her first year as director.

"It's too important a program to not at least give it our full effort because it's a need in the community," said Reed. "Our seniors are hurting. We see the need every day and how thirsty they are for socialization."

Westport COA director Director Beverly Bisch agreed.

Even though social day is not



Social Day participants celebrate at a Valentine's Day party from pre-pandemic days in this photo from the Fairhaven Council on Aging.

"Our seniors are hurting. We see the need every day and how thirsty they are for socialization."

—Martha Reed,  
 Director, Fairhaven Council on Aging

a medical model, like adult day programs, it supports the health and well-being of older adults, she said, referring to programs designed for adults who need care beyond what social day provides.

Bisch kept her program open after COVID lockdowns but reduced the number of days she operates a week to two. She's been working to increase that number to three and will do so this month.

"These are people who live alone,

who don't drive anymore, and are just so isolated," she said. "I know people think it's not important because we're not a medical model. But people are social beings and they need to be able to come in and develop friendships... If you can't get to those people, they're home alone for hours and hours and they don't do anything."

Social day programs offer camaraderie, physical and mental activity, meals, and purpose.

For example, two women who used to bring their husbands to the program and are now widowed come in for themselves now, said Bisch, adding, "They love coming here because it's just given them a purpose to get up in the morning and get out. They have so much fun...They sing

Continued on page 12

## State plan will boost access to mental health support

Child & Family Services designated the CBHC for New Bedford area

New "front door" access to mental health and substance use care in Massachusetts will help individuals and their loved ones, including older adults, figure out where to find the support they need and how to connect to it. The plan also designates Child & Family Services as the South Coast's local service provider.

The expanded access comes through the 2023 implementation of a statewide Roadmap for Behavioral Health Reform plan outlining

the designation of 25 Community Behavioral Health Centers, including Child & Family Services locations in both New Bedford and Fall River.

The designated CFS sites are now serving "as hubs for comprehensive community mental health and addiction care, providing routine and urgent outpatient services as well as crisis care for children and adults," according to a media release on CFS' website.

"Child & Family Services is both honored and excited to receive this designation as a CBHC from the Commonwealth of Massachusetts,"

said Anne Sampaio, CEO, in the release. "Historically, CFS has been a primary provider of community and behavioral health services and we now look forward to the expansion and enrichment of these services in the Greater Fall River, New Bedford, Plymouth, and Cape Cod areas."

"As a CBHC, MassHealth members will be able to receive timely, coordinated, and comprehensive treatment to address their behavioral healthcare needs," Sampaio said.

In addition to the CBHCs, the statewide plan adds mobile crisis

Continued on page 3

# Community



Social Day programs at Brooklawn and Hazelwood Parks in New Bedford enjoyed an "Appreciation Day" this fall (above and at left).

## Social Day continued...

and they dance and they do arts and crafts and brain games."

Social Day took a big hit during the pandemic, even for programs that managed to stay open. Lockdowns, the need for masking and social distancing, plus the fear of infection in a vulnerable population strained already stressed programs, so that when they closed, it was difficult to reopen.

Some, like Wareham, remain closed.

Although the program is not gone for good, Wareham COA Director Sharon Rice said they're not yet ready to reopen. "We're currently trying to figure out how to make it work, but it is in limbo right now," she said.

Reed too is uncertain about the long term sustainability of her program. Although she pulled together many pieces of the former program, leveraged a waiting list of interested participants, and worked with Coastline to make the funding side work, there are still unknowns.

"Financially, it depends on if we can run our full census. The break-even point was about 48 people a week," she said, referring to the total number of participants the program can hold. "We'll have to look at it again in three, six, and nine months to see if we are hitting it."

Unknown expenses have hurt programs across the state, according to Patty Sullivan, manager of the Dementia Friendly Massachusetts Initiative at the Massachusetts Councils on Aging, who said programs receive

"People are just so isolated and when they get isolated like that they need a purpose. Everybody needs a purpose. Having social day allows them to have that purpose."

—Debra Lee,  
Director, New Bedford Council on Aging

varying degrees of funding through the state's aging services access points who in turn are funded by the state Executive Office of Elder Affairs.

Each social day program negotiates its own contract with its regional ASAP at rates that vary from a low of about \$30 per person per day to a high of about \$70, according to Sullivan.

"During COVID, people really had to regroup. They used that time to see how they could run their programs differently and they began to look differently at the budget," she said. To assist them, MCOA "developed a budget template that shows all of the expenses that you have to think about when you're running a program."

Fairhaven's contract with Coastline, for example, is at \$54 per day with \$10 in additional, but temporary, ARPA funding, bringing the total to \$64 per day. That figure includes transportation costs which are sometimes considered extra.

Like other social days, New Bedford closed its program during the pandemic but was quick to reopen when lockdowns ended, putting safety protocols in place

in collaboration with the city's health department. These included using masks, personal protective equipment, plexiglass dividers, and frequent testing. Vaccinations, while not required, are encouraged and are available on site when possible.

"We're very cautious," said COA Director Debra Lee, noting the social day programs have not had any COVID-19 infections. "Anyone who comes in has to be tested. Anyone who is out sick has to be tested."

The COA opened a second social day at its Hazelwood site in October of 2020 because demand was high and because they needed extra space to be able to meet social distancing requirements.

Both programs offer treatment plans for participants based on their needs, establishing individualized short and long term goals, said Lee. For example, she said, a goal for an individual who is quiet and tends to keep to themselves might be to make one friend in the next 90 days.

The program also offers relief for family members, a crucial aspect of social day programs that is sometimes overlooked, COA directors said.

"Caregivers need a break," said Lee. "There's a huge gap in services for folks who have memory issues and there's a lot of caregiver stress or burnout that we're seeing," agreed Reed.

Caregivers, she said, are "looking for a safe space to know their person is okay so they can have either respite which is much needed, or the ability to work outside the home. Social Day fits

that need."

While the future of social day may be uncertain, COA directors agree that programs will continue to be crucial as an important piece of the elder care puzzle. Several directors see the need for more facilities, especially regional ones, that can accommodate larger numbers of people.

In New Bedford, Lee has a dream of opening a large-scale social day in a single facility that could hold hundreds of people a day. She's identified a few unused sites in the city that might work but knows finding the funding would be daunting.

"There is a definite need," she said. "People are just so isolated and when they get isolated like that they need a purpose. Everybody needs a purpose. Having social day allows them to have that purpose."

In Fairhaven, excitement is building for re-opening day.

Reed has a "dream team" of staff returning for the program: retired COA director Ann Silvia is now the Social Day's activities coordinator, and former COA activities coordinator, Sally Bourke, is the program director. Both women know the program, know what's worked in the past, and best of all, know many of the older adults who plan to attend.

Cooking programs, pet therapy, cookouts, music and dancing, and more are all in the works.

"There's a party for everything," Silvia said with a grin. "We already have the Valentine's Day party planned."

## Making it Work: Funding social day, valuing people, and how scholarships help

Social Day programs contract with local aging services access points, known as ASAPs, in Massachusetts to provide the majority of their funding with amounts based on the number of MassHealth participants who are covered by Senior Care Options plans.

For each participant with a SCO plan, programs receive a daily rate that varies across the state with a low of about \$30 per day per participant in a Western Massachusetts program and a high of more than \$70 per day on the Vineyard, according to Patty Sullivan, manager at the Massachusetts Councils on Aging.

Some programs, including those funded through Coastline, have been

able to increase the reimbursement rate using American Rescue Plan Act funds, but the funds are temporary and expected to end in 2023.

One sustainability solution for social day programs is to scale up by increasing participants. But there are physical and other limitations that COAs face, especially those that operate within one building. Most town COAs have barely enough space to accommodate both populations, limiting any growth they might aspire to. In New Bedford, the COA has two sites solely dedicated to social day and runs its COA programs at other locations, helping it grow.

COAs set the rates for those who pay privately but have generally kept them

at or close to reimbursement rates. Many were reluctant to raise costs in the past, Sullivan said, but they eventually did so and found people were willing to pay the higher price.

That's because the rate is still incredibly low per hour when compared to home care costs, said Beverly Bisch, COA director in Westport. The rates for private pay in Westport work out to be about \$8.33/hour for six hours a day, she said, adding, "Where are you going to get respite for that amount?"

Through its Title III programs, Coastline provides funding for social day scholarships that help families who don't qualify for MassHealth. Scholarships can also help families get into a program quickly when they are

burned out or need the relief to meet work or other obligations. Organizations, like MCOA, also fund scholarships and COA directors said they rely on these to help seniors and families.

Funding social day is tied up with understanding what the programs provide to the people who attend and the value those who staff them offer, according to Elizabeth Connell, executive director of MCOA.

"Part of this is valuing the work that those people are doing," said Connell, referring to social day workers. "People have to have these conversations about the value of the work that's being done...that we value our older adults, we value our seniors, and we value the work that needs to be done."

# Legislative Breakfast March 3, 2023

~Breakfast~

Welcome

Justin Lees

CEO, Coastline Elderly Services

William Keating

Representative of the 9th District of MA

Michael Festa

AARP of MA, State Director

## Coastline's Legislative Priorities for 2023

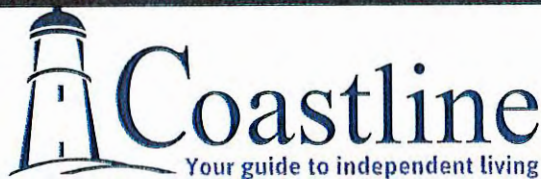
1. Mental Health

2. Housing

3. Nutrition

Q & A

RECEIVED  
2023 FEB 15 A 10:57  
BOARD OF SELECTMAN  
TOWN OF WESTPORT





## **Action Item C**

**Belonging Committee  
appointment  
Richard Cancio**



**Full Name:** Richard Cancio

**How long have you been a Fairhaven resident?** 2 years

**What Board(s) or Committee(s) are you interested in joining?** Belonging Committee

**What is your reason for joining?** I work in DEIB and as a queer, Latino resident of Fairhaven, I would like bring my expertise to the group to help build a better and more inclusive town for all!

**Have you attended a meeting of this Board or Committee?** No

**Have you (or are you currently) served on any Town of Fairhaven Boards? If so, please indicate what Board and number of years:** No

**Interests and Qualifications (tell us about yourself):** I am a certified Unconscious Bias instructor. I have worked in Diversity, Equity, Inclusion and Belonging for nearly 10 years.



## **Action Item C**

# **Randall Bassett Building Commissioner**



## **Action Item C**

# **Ten-year Aquaculture license renewal Matt Loo**



Town of Fairhaven  
Marine Resources Department  
40 Center St., Fairhaven, MA 02719

*February 14, 2023*

*From:*

*Michael McNamara  
Chairman - Fairhaven Marine Resources Committee*

*To:*

*Fairhaven Select Board  
Leon E. Correy III, Robert J. Espindola, Charles K. Murphy, Sr., Stasia Powers, Keith Silvia,  
40 Center St.  
Fairhaven, MA 02719*

*Subject: Marine Resources Committee – Matt Loo Aquaculture lease renewal*

*Dear Select Board members,*

*At the February 2<sup>nd</sup> meeting of the Marine Resource Committee, Mr. Matt Loo submitted a request to renew his Aquaculture lease for a period of ten years. This will represent Mr. Loo's third renewal, with the last two terms being three years each. Harbormaster Tim Cox was present to provide support for the renewal, citing no past performance issues and further citing the positive work and cooperation from Mr. Loo's operation. Based on this past performance, the Marine Resource Committee voted unanimously to approve a 10-year lease and recommend this action to the Select Board for approval.*

*Respectfully yours,*

*Michael McNamara*

*Chairman - Fairhaven Marine Resources Committee*

[mcnamaramike@comcast.net](mailto:mcnamaramike@comcast.net)

*CC:*

[lcorrey@fairhaven-ma.gov](mailto:lcorrey@fairhaven-ma.gov)

[respindola@fairhaven-ma.gov](mailto:respindola@fairhaven-ma.gov)

[cmurohy@fairhaven-ma.gov](mailto:cmurohy@fairhaven-ma.gov)

[spowers@fairhaven-ma.gov](mailto:spowers@fairhaven-ma.gov)

[ksilvia@fairhaven-ma.gov](mailto:ksilvia@fairhaven-ma.gov)

[tcox@fairhaven-ma.gov](mailto:tcox@fairhaven-ma.gov)

[alopesellison@fairhaven-ma.gov](mailto:alopesellison@fairhaven-ma.gov)

Hi Tim,

RECEIVED

2023 FEB -2 P 6:22

BOARD OF SELECTMAN  
FAIRHAVEN MASS

I am looking to renew my  
two aquaculture licenses  
for a term of ten years

Matt Co  
Matt Co

## AQUACULTURE LICENSE

**1. PARTIES** - This license to grow shellfish by means of racks, rafts, lines and floats in waters of the Commonwealth below the line of extreme low water is granted by the Town of Fairhaven (herein called LICENSOR) to Matthew Loo, sole proprietor, with a principal place of business at 42 Taber Street, Fairhaven, Massachusetts, 02719, (herein called LICENSEE) pursuant to General Laws, Chapter 130, section 68A.

**2. PREMISES** – Subject to the conditions in Paragraph 7 below, LICENSEE may locate racks, rafts, lines and floats for the purpose of growing shellfish thereon in that certain portion of the water column and the land under coastal waters situated in the coastal waters northwest of West Island and more particularly described within the following bounds marked by navigational buoys:

**Site 1, One acre**

NW 41.60210'N 70.8495200'W  
N 41.602100'N 70.848672'W  
NE 41.601890'N 70.848010 W  
SE 40.60171'N 70.84210'N  
SW 40.60171' N 70.84210'N

**Site 2, Two acres**

NE 41.3625.60'N 70.5045.71'W  
NW 41.3626.24'N 70.5049.12 W  
SE 41.3622.33'N 70.5046.66'W  
SW 41.3622.97'N 70.5050.02'W

Containing one (3) acre of land more or less. The LICENSEE shall have exclusive use of the land above described and of the land within 100 feet of said racks, rafts or floats for the purpose of growing shellfish thereon, subject to such public uses of said waters and lands as are compatible with the aquacultural enterprise. LICENSEE shall plainly mark the boundaries of the area subject to this License with such markings as the Harbormaster shall deem sufficient. Said land under coastal waters is herein called the Premises.

**3. TERM** - The term of this license shall be for site 1 for three (3) years commencing on January 1, 2019 and ending on December 31, 2022, unless sooner terminated pursuant to any provision hereof.

**TERM** - The term of this license shall be for site 2 for two (2) years commencing on January 1, 2019 and ending on December 31, 2021, unless sooner terminated pursuant to any provision hereof.

**4. LICENSING FEES** - LICENSEE shall pay to LICENSOR as licensing fees for the premises one-hundred (\$100.00) dollars annually per acre.

**5. BOND** – Prior to the issuance of this license, LICENSEE shall deposit a bond in the sum of Five Thousand and 00/100 Dollars (\$5000.00) with the Town Clerk. To provide for the cost of removal of the aquaculture farm upon termination or expiration of this license or LICENSEE'S abandonment of the aquaculture farm, if the aquaculture farm is

not completely removed by LICENSEE within fifteen (15) days of said termination, expiration or abandonment. If the cost of removal of the aquaculture farm exceeds \$5000.00, LICENSEE shall fully reimburse LICENSOR for such additional expense. "Complete removal" of the aquaculture farm shall include the removal of all buoys, rope lines, equipment and debris from the bottom of the ocean upon which the farm is located and the premises described in this agreement.

**6. RENEWAL** - LICENSEE may apply for renewal of this license not more than one (1) year nor less than sixty (60) days prior to the expiration of the then current term. The Board of Selectmen may renew this license for additional terms unless it determines that the LICENSEE has substantially failed to comply with the terms of this license or that continued use of the Premises under such license is contrary to the public interest. The fee for any renewal term shall be set by the Board of Selectmen, or as otherwise required by law.

**7. USE OF PREMISES** – The use of the premises shall be subject to the following conditions:

(a) LICENSEE shall provide the LICENSOR and Harbormaster with copies of said written notice to the United States Coast Guard. Unless otherwise instructed by the United States Coast Guard, LICENSEE shall mark the aquaculture farm with a minimum of a 18" by 18" by 2.5' buoy with a yellow beacon at the Southeast corner and the remaining three corners with 20" yellow corner buoys made of steel or other material acceptable to the Board of Selectmen. The flashing light on the corner buoy shall be yellow in color and shall be radar reflective quality and visible from two (2) nautical miles (360°) at night. The light shall flash every 2.5 seconds and meet or exceed all United States Coast Guard requirements. The corner buoy with flashing light shall be fully operational from May 21<sup>st</sup> to November 1<sup>st</sup> of each year. The corner buoy may be removed and replaced with winter sticks on or after November 1<sup>st</sup> each year.

**\*These two sites are not required to send a copy to the Coast Guard or require the use of corner lights\*** *Tina's Cart*

(b) Unless otherwise instructed by the United States Coast Guard, LICENSEE shall install sideline buoys located around the perimeter of the aquaculture farm which will consist of buoys every fifty (50) feet on the North and South sides. The sideline buoys will be painted white, yellow or day-glo orange in color.

(c) All lighted corner buoys and sideline buoys shall be inspected by LICENSEE to ensure that they are in good working order. Any light or buoy not in conformance with the provisions of this license shall be immediately reported to the Harbormaster with a proposed repair date. LICENSEE shall also make all lighted corner buoys and sideline buoys available for inspection by the Harbormaster. All defects and damages to the corner and sideline buoys reported to or discovered by the Harbormaster shall be repaired

Assessment of fines of up to One Hundred and 00//100 Dollars (\$100.00) per citation for noted violations under the establish 5(five) day rule. (see definition of 5 five day rule)

An exception to the 5 (five) day rule is a violation of the floating line provision of the contract which states any line found floating more than 100 feet (One Hundred feet) from the perimeter of the farm area is considered a violation and will be a violation if not repaired/corrected within two (2) days of notice. A citation will be issued with a fine assessed in the amount of (One Hundred and 00/110 dollars) \$100.00. Thereafter every 5<sup>th</sup> day another citation will be issued for (One Hundred and 00/1100 dollars) \$100.00 if the initial violation has not been brought into compliance.

Offenses that may result in an assessment of a fine include: markers found not to in their proper place; markers found to be in any position that compromises the operation of their lights and radar reflective qualities; markers that are found to be of incorrect size or color.

In addition the LICENSEE agrees to when practical notify the LICENSOR (Harbormaster's Office) of any problems with equipment found not to be in compliance, understanding that they have 5 (five) days to bring it into compliance. This period will start upon notification of the problem to the LICENSOR (Office of the Harbormaster).

#### **5 (five) day Rule Definition**

5 (five) day rule is a 5 (five) day period that has passed after the initial notification of a violation has been made to the LICENSEE in which time the LICENSEE shall have time to bring into compliance the violation initially reported to the LICENSEE. Initial notification to the LICENSEE shall consist of a reasonable attempt to contact by telephone to the listed business line on the letterhead of LICENSEE (Taylor Seafood) Notification shall be deemed complete with a message left on the LICENSEE'S company telephone answering machine. If telephonic communication can't be accomplished a notice sent by U.S. Mail shall be deemed sufficient with the day of notice for the 5 (five) day rule period being the postmark date. Another fine of One Hundred and 00//100 Dollars (\$100.00) will be assessed on the tenth day after the initial notification of a violation has been made to the LICENSEE if the initial violation has not been brought into compliance. Fines will be assessed at that rate of One Hundred and 00/100 (\$100.00) every 5<sup>th</sup> day thereafter if the initial citation issued to the LICENSEE has not been brought into compliance. The LICENSEE also understands that each citation is considered a new citation and contributes to the yearly total. The LICENSEE assumes the responsibility to notify the LICENSOR (Office of the Harbormaster) that a violation has been corrected. If they do not do so they risk another citation being issued under the 5 day rule.

If a situation should happen that puts the LICENSEE in a position that causes the LICENSEE not to be compliance with citable violation due to catastrophic values, such as large storms that hit the area, the LICENSEE shall have an opportunity to seek a



waiver from the LICENSOR (Office of the Harbormaster) to forego any assessment as fines for a period of time agreed to by the LICENSOR (Office of the Harbormaster). The LICENSOR (Office of the Harbormaster) will be the final determinate as to the validity of the requested waiver.

**Definitions:**

**Office of the Harbormaster**

The duly appointed person serving as the Harbormaster he/hers Assistant and any other duly appointed agent of the Department of Natural Resources, Town of Fairhaven, MA

**LICENSEE**

Matthew Loo  
42 Taber Street  
Fairhaven, MA 02719

**LICENSEE Telephone Number for Contact**

774-202-1349

**LICENSOR**

Town of Fairhaven  
40 Center St.  
Fairhaven, MA 02719  
or any Agent duly appointed by the Town

**Office of the Harbormaster Telephone Contact Numbers**

Office 508 984-4529  
Cell 508 989-4443

**8. COMPLIANCE WITH LAW** - The LICENSEE shall, at LICENSEE'S expense, comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term of any part of the term hereof regulating the use by LICENSEE of the Premises. LICENSEE shall not use or permit the use of the Premises in any manner that will tend to create waste or nuisance.

**9. CONDITION OF PREMISES** - LICENSEE hereby accepts the Premises in their condition existing as of the date of execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises and accepts this License subject thereto and to all matters disclosed thereby. LICENSEE acknowledges that neither LICENSOR nor any of LICENSOR'S agents has made any representation or warranty as to the suitability of the Premises for the conduct of LICENSEE'S business. LICENSOR agrees not to take any actions that would directly impair the value of the License granted hereunder without actual prior notice to the LICENSEE. LICENSOR shall make available to LICENSEE any building permits, special permits, variances or other zoning applications concerning

the coastal property abutting the Premises. Such notification shall be not more than then (10) days after application is filed for the same.

**10.1 LIABILITY INSURANCE** - LICENSEE shall, at LICENSEE'S expense, obtain and keep in force during the term of this License a policy of comprehensive public liability insurance insuring against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereof. Such insurance shall be in an amount of not less than One Hundred Thousand and 00/100 dollars for injury to or death of one person in anyone accident or occurrence and in an amount of not less than Five Hundred Thousand and 00/100 (\$500,000.) dollars for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure LICENSOR and LICENSEE against liability for property damage of at least Fifty Thousand and 00/100 (\$50,000.) dollars. The limits of said insurance shall not, however, limit the liability of LICENSEE hereunder. If LICENSEE shall fail to procure and maintain such insurance LICENSOR may, but shall not be required to, procure and maintain the same, but at the expense of LICENSEE.

**10.2 INSURANCE POLICIES** - Insurance required hereunder shall be in companies rated AAA or better in Best's Insurance Guide. LICENSEE shall deliver to LICENSOR copies of policies of liability insurance required under paragraph 8.1 or certificate evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to LICENSOR. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to LICENSOR. LICENSEE shall, within ten (10) days prior to the expiration of such policies, furnish LICENSOR with renewals or "binders" thereof.

**10.3 INDEMNITY** - LICENSEE shall indemnify and hold harmless LICENSOR from and against any and all claims arising from LICENSEE'S use of the Premises, or from the conduct of LICENSEE'S business or from any activity, work or things done, permitted or suffered by LICENSEE in or about the Premises or elsewhere and shall further indemnify and hold harmless LICENSOR from and against any and all claims arising from any breach or default in the performance of any obligation on LICENSEE'S part to be performed under the terms of this License, or arising from any negligence of the LICENSEE, or any of LICENSEE'S agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against LICENSOR by reason of any such claim, LICENSEE upon notice from LICENSOR shall defend the same at LICENSEE'S expense by counsel satisfactory to LICENSOR. LICENSEE, as a material part of the consideration to LICENSOR, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause, and LICENSEE hereby waives all claims in respect thereof against LICENSOR

**10.4 EXEMPTION OF LICENSOR FROM LIABILITY** - LICENSEE hereby agrees that LICENSOR shall not be liable for injury to LICENSEE'S business or any loss of

income there from or from damage to the goods, wares, equipment or other property of LICENSEE, LICENSEE'S employees, invites, customers, or any other person in or about the Premises, nor shall LICENSOR be liable for injury to the person of LICENSEE'S employees, agents or contractors, whether such damage or injury is caused by or results from storms or rain or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to LICENSEE.

**11. TOTAL DESTRUCTION** - If at any time during the time hereof the Premises are totally destroyed or rendered unfit for the ongoing conduct of LICENSEE'S shellfish business from any cause whether or not covered by insurance (including any total destruction required by any authorized public authority), this License shall automatically terminate as of the date of such total destruction unless within one year thereafter LICENSEE opts to continue in full possession thereof.

**12. PERSONAL PROPERTY** - All personal property placed or moved in the Premises above described shall be at the risk of the LICENSEE or owner thereof, and LICENSOR shall not be liable for any damage to said personal property.

**13.1 DEFAULTS** - The occurrence of any one or more of the following events shall constitute a material default and beach of this License by LICENSEE.

(a) The vacating, abandonment or lack of substantial use of the Premises by LICENSEE.

(b) The failure by LICENSEE to make any payment of licensing fees or any other payment required to be made by LICENSEE hereunder, as and when due; LICENSEE hereby waives any statutory notice of default for non-payment of rent.

(c) The failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of this License to be observed or performed by LICENSEE, other than described in Paragraph (b) above, where such failure shall continue for a period of thirty (30) days after written notice hereof from LICENSOR to LICENSEE: provided, however, that if the nature of LICENSEE'S default is such that more than thirty (30) days are reasonable required for its cure, then LICENSEE shall not be deemed to be in default if LICENSEE commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

**13.2 REMEDIES** - In the event of any such material default or breach by LICENSEE, LICENSOR may at any time thereafter, with notice and hearing revoke this License, whereupon LICENSEE shall immediately surrender possession of the Premises to LICENSOR. In such event LICENSOR shall be entitled to recover from LICENSEE all damages incurred by LICENSOR by reason of LICENSEE'S default including, but not limited to, the cost of recovering possession of the Premises. LICENSOR may pursue any

other remedy now or hereafter available to LICENSOR under the laws or judicial decisions of the Commonwealth of Massachusetts.

**13.3 DEFAULT BY LICENSOR** - LICENSOR shall not be in default unless LICENSOR fails to perform obligations required of LICENSOR within a reasonable time, but in no event late than thirty (30) days after written notice by LICENSEE TO LICENSOR, specifying wherein LICENSOR has failed to perform such obligation; provided, however, that if the nature of LICENSOR'S obligation is such that more than thirty (30) days are required for performance then LICENSOR shall not be in default if LICENSOR commences performance within such thirty (30) day period and thereafter, diligently prosecutes the same completion.

**14. COVENANTS AND CONDITIONS** - Each provision of this License performable by LICENSEE shall be deemed both a covenant and a condition.

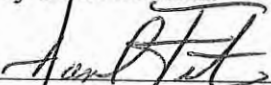
**15. LICENSOR'S ACCESS** - LICENSOR'S agents shall have the right to enter the Premises at any time for any lawful purpose but not to remove or otherwise disturb the personal property of the LICENSEE located on the Premises without prior reasonable notice to the LICENSEE.

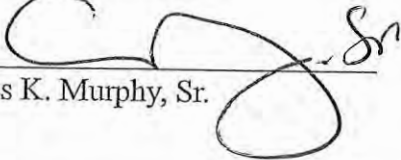
IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall insure to the benefit of and be equally binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this License the 28<sup>th</sup> day of February, 2019.

**TOWN OF FAIRHAVEN**

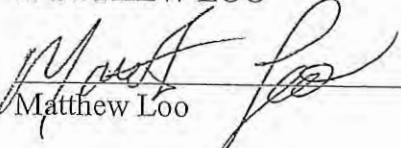
By its/Selectmen:

  
\_\_\_\_\_  
Daniel Feitas, Chairman

  
\_\_\_\_\_  
Charles K. Murphy, Sr.

\_\_\_\_\_  
Robert Espindola

**MATTHEW LOO**

  
\_\_\_\_\_  
Matthew Loo

Matt Loo dba Round Island Shellfish

2018 Annual Report

Oyster planted	230,000
Oysters sold	95,730
Oysters remaining	240,000

ISSUED THROUGH

# A. A. DORITY COMPANY

BOSTON

## LICENSE OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENTS, That we Matthew Loo DBA Round Island Shellfish  
of 42 Taber Street, Fairhaven, MA 02719,

hereinafter referred to as Principal, and NGM Insurance Company

a corporation organized and existing under the laws of the State of Florida

and authorized to do business in the Commonwealth of Massachusetts as Surety, are held

and firmly bound unto Town of Fairhaven, MA, hereinafter referred to as Obligee,  
in the sum of Five Thousand dollars (\$5,000.00)

lawful money of the United States of America, to the payment of which sum, well and truly to be made, we bind ourselves, our  
executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the Principal has made application for  
a license or permit to the Obligee for the following purpose:

**Operate a shellfish aquaculture farm and comply with the rules and regulations  
governing aquaculture in the Town of Fairhaven, MA**

NOW, THEREFORE, if the Principal shall faithfully comply with all ordinances, rules and regulations which  
have been or may hereafter be in force concerning said License or Permit, and shall save and keep harmless  
the Obligee from all loss or damage which it may sustain or for which it may become liable on account of the  
issuance of said license or permit to the Principal, then this obligation shall be null and void; otherwise, to remain in full force  
and effect.

THIS BOND WILL CONTINUE IN FULL FORCE UNTIL CANCELLED BY THE SURETY. The Surety may at any time  
terminate its liability by giving thirty (30) days written notice to the Obligee, and the Surety shall not be liable for any default  
after such thirty day notice period, except for defaults occurring prior thereto.

SIGNED, SEALED AND DATED February 20th, 2019.

Matthew Loo DBA Round Island Shellfish

By: 

NGM Insurance Company

By: 

Richard W. Crawford

Attorney-in-Fact

A. A. DORITY COMPANY, Inc.

262 Washington Street, Suite 99

Boston, MA 02108

(617) 523-2935 Fax: 617-523-1707

Bond No. 564873





NGM INSURANCE COMPANY  
A member of The Main Street America Group

POWER OF ATTORNEY

06-03050008

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Philip B Crawford, Richard W Crawford, James M Crawford, Katie E Connor, Jeffrey W Crawford**

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. **No one bond to exceed Twenty Million Dollars (\$20,000,000.00)**

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

*B. R. Fox*  
Bruce R Fox  
Vice President, General  
Counsel and Secretary

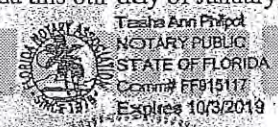


State of Florida,  
County of Duval

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.

*Tasha Ann Probst*



Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 20<sup>th</sup> day of February, 2019.



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646  
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims



## **Action Item C**

# **Fairhaven Father's Day Road Race, use of public roads**



233 Adams St  
Fairhaven, MA 02719

RECEIVED

2023 FEB 10 A 11: 21

Select Board  
Town Hall  
40 Center Street  
Fairhaven, MA 02719

BOARD OF SELECTMAN  
FAIRHAVEN MASS

To whom it may concern:

The Fairhaven Father's Day Race Committee is hoping to hold the race this year. It will be held on June 18, 2023. The starting time will be at 9:00 AM. This year we will be holding only the 5 K portion of the race. The course is listed below. We are asking approval from the Select Board to move forward with our plans.

Included is an "Event Notification Form" required by the state for the use of Adams Street, which is a state byway. Your signature will allow us to start the process to acquire a state permit for this event.

**Race Route**

Race start on Adams Street near Bellevue Street. Heads north to Howland Rd. East on Howland Rd to Alden RD. North on Alden Rd to Glenhaven Ave. West on Glenhaven Ave to Main St. South on Main St to Adams St. Continued South on Adams to School Street. East on School St and ends at the Elizabeth I. Hastings Middle School.

Thank you for your consideration.

Sincerely,  
Heidi Hacking  
Secretary for the  
Fairhaven Father's Day  
Race Committee



# TOWN OF FAIRHAVEN

MASSACHUSETTS

FIRE DEPARTMENT / EMERGENCY MEDICAL SERVICE

146 Washington Street, Fairhaven, MA 02740

Phone: 508 994-1428 • Fax: 508 994-1515

Fireadmin@Fairhaven-ma.gov

Emergency # 911



RECEIVED

2023 FEB 10 A 11: 21

BOARD OF SELECTMAN  
FAIRHAVEN MASS

**TODD M. CORREIA**  
Fire Chief

**JOY NICHOLS**  
Deputy Fire Chief

February 1, 2023

To: USA Track & Field New England

Re: Fairhaven Father's Day Road Race

To: Whom It May Concern,

Please accept this letter as verification of the safety precautions enacted during the Fairhaven Father's Day Road Race by the Fairhaven Fire Department. Over the years, we have enhanced our emergency response to cover the number of runners who attend the event.

The road race is handled by a trio of departments that operate under a unified command structure. This trio includes the Fairhaven Fire Department (FFD), Fairhaven Emergency Management Agency (FEMA), and the Fairhaven Police Department (FPD).

Our police cruisers are outfitted with a first aid kit, oxygen, and an AED. Our EMA vehicles are outfitted with water, first aid kits, and blankets. These two departments mainly handle the traffic and road closures during the event and are sometimes the first on the scene for an injured runner.

At the finish line, we have a patient care area consisting of cots, oxygen, first aid, and defibrillators and are staffed by paramedics and EMTs. A misting tent and cooling area are also provided for the runners.

We have two additional ambulances located at different parts of the course. An ambulance is stationed a 1/4 from the finish line and covers the start and the course north of their location. The second ambulance covers the southern area of the course.

In addition, the Town of Fairhaven has two neighboring towns (Mattapoisett and Acushnet) on standby for the event, and they are both staffed at the paramedic level.

If you require any additional information, please get in touch with me via email at [tcorreia@fairhaven-ma.gov](mailto:tcorreia@fairhaven-ma.gov) or call me at 508-994-1428.

Respectfully,

Todd Correia, EMT-P I/C  
Chief of Department

This memo is confidential and may contain health information protected by law. Any unauthorized use or disclosure is strictly prohibited. If you are not the intended recipient, please notify the sender, and destroy any copies. Please note that any views or opinions presented in this memo are solely those of the author and do not necessarily represent those of the Fairhaven Fire Department.

E-Mail: [EMS@fairhavenfire.org](mailto:EMS@fairhavenfire.org)

RECEIVED

2023 FEB 10 A 11: 21

BOARD OF SELECTMAN  
FAIRHAVEN MASS

To: Mr. Thomas Wojcik  
From: Lieutenant David Sobral  
Date: February 1, 2023  
RE: Safety plan for the 48<sup>th</sup> Annual Fairhaven Fathers' Day Road Race, June 18, 2023

Sir,

The Fairhaven Police Department will provide traffic control for the duration of the race and throughout its entire route. All roads within the route will remain closed to motor vehicle traffic. A marked police unit will lead the race and advance to each intersection to prevent motor vehicles from entering the course. If a motor vehicle somehow enters the course while the race is underway, it will be directed to the right side of the road to allow runners/participants to safely pass.

Officers will also be placed at pre-assigned areas and intersections to manage motor vehicle traffic control and hold up traffic as runners/participants pass. All police communication will be via two-way radio and cell phones as needed. Communication with the Fairhaven Police Department Headquarters will also be maintained. In addition, the police station will have direct communications with Fairhaven Fire Department Medic 2, which will be strategically stationed in the vicinity of Linden Avenue.

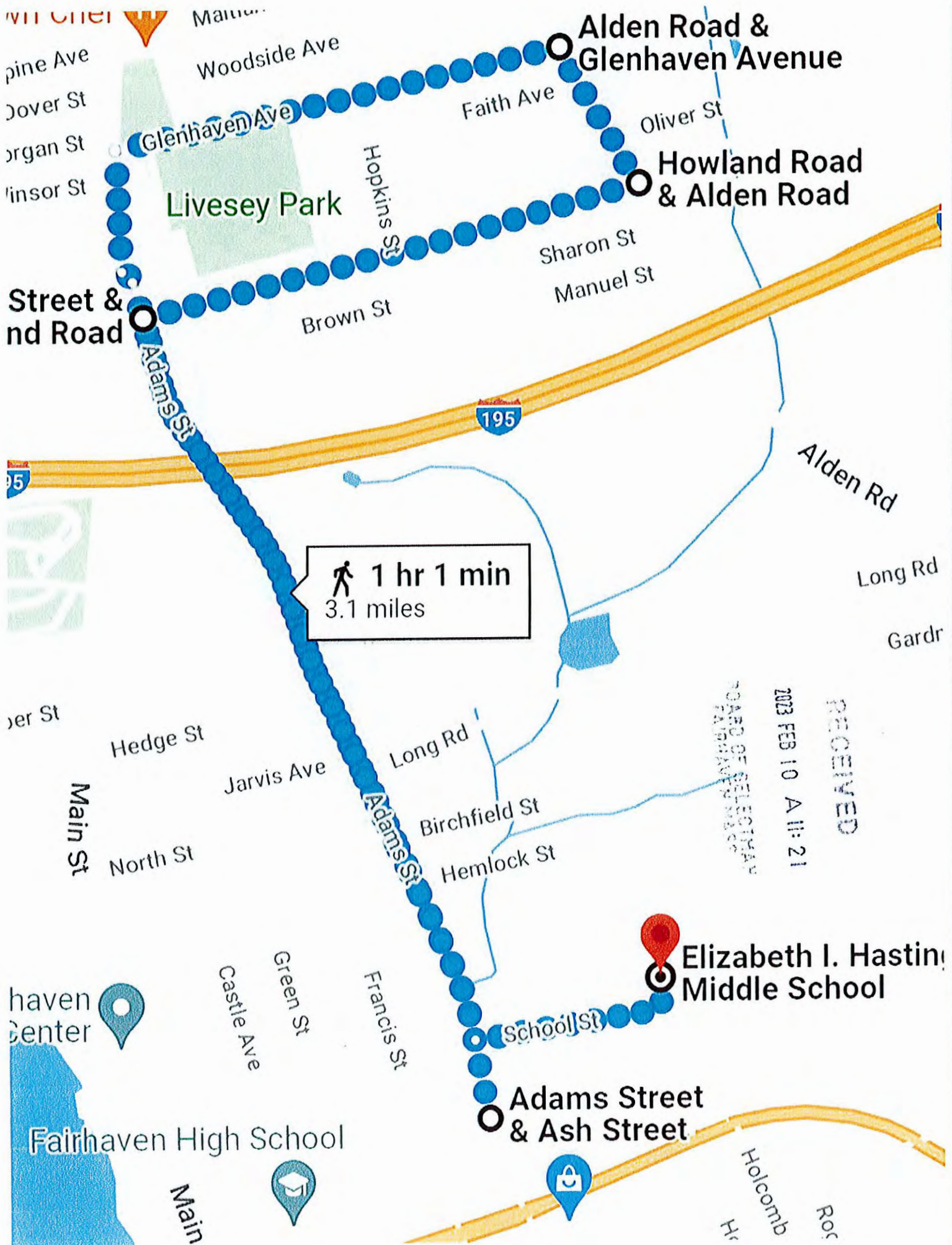
The Fairhaven Police Department will be enlisting assistance from the Emergency Management Agency (EMA). EMA assets from surrounding communities will be recruited through our local office. More specific details pertaining to the capabilities of EMA can be requested from that agency.

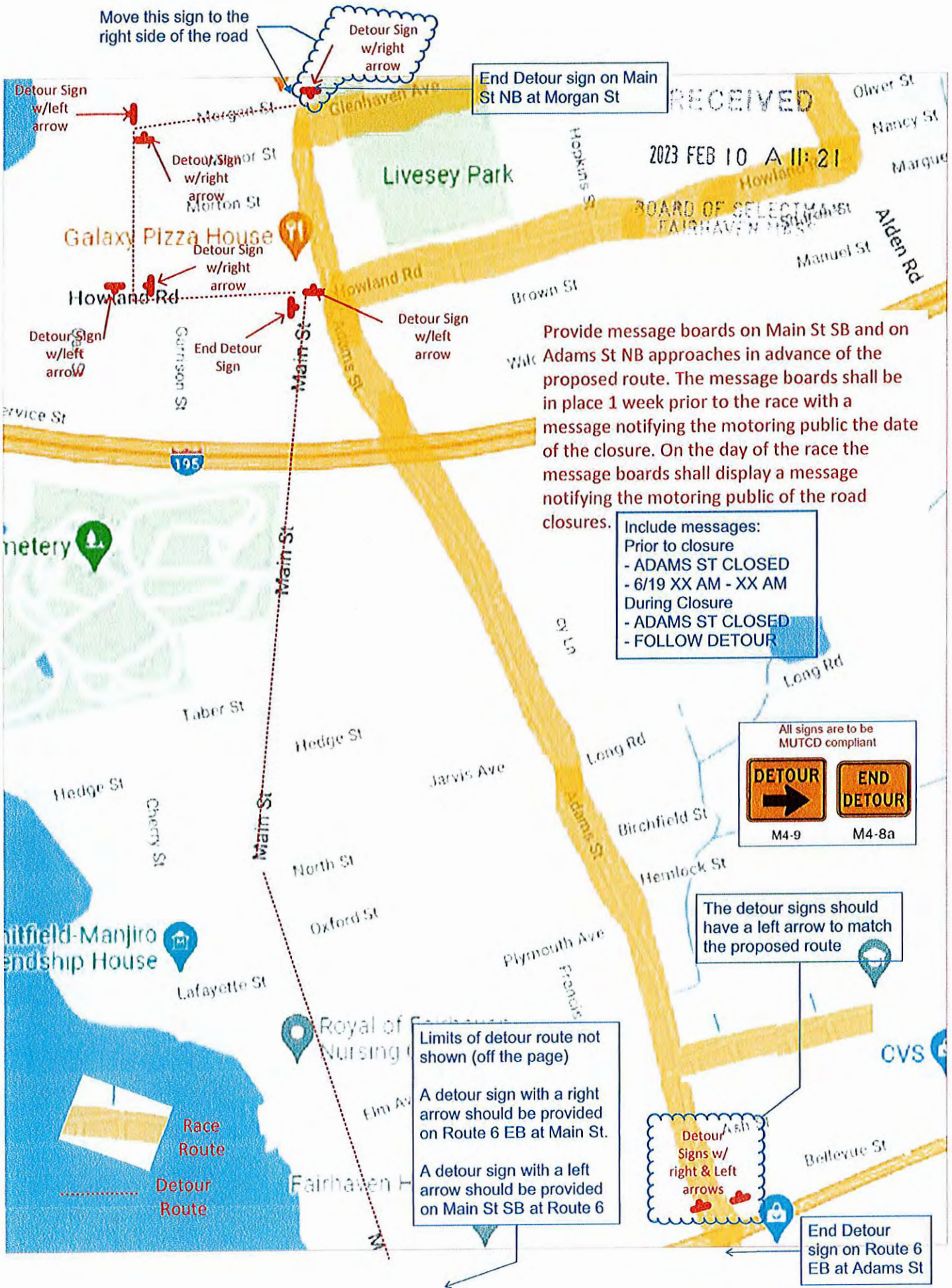
Attached is a list of all intersections that are located throughout the course of the race. This is the foundation of designated assignments for our protection plan. Please be advised that we have not experienced any problematic issues in any of the forty-five Fathers' Day Road Races that have preceded this upcoming event. If you have any questions or are in need of any further information, please feel free to contact me. Thank you.

Respectfully,



Lieutenant David Sobral  
Fairhaven Police Department





Move this sign to the right side of the road

Detour Sign w/right arrow

End Detour sign on Main St NB at Morgan St

Provide message boards on Main St SB and on Adams St NB approaches in advance of the proposed route. The message boards shall be in place 1 week prior to the race with a message notifying the motoring public the date of the closure. On the day of the race the message boards shall display a message notifying the motoring public of the road closures.

Include messages:  
Prior to closure  
- ADAMS ST CLOSED  
- 6/19 XX AM - XX AM  
During Closure  
- ADAMS ST CLOSED  
- FOLLOW DETOUR

All signs are to be MUTCD compliant

**DETOUR** (M4-9) **END DETOUR** (M4-8a)

The detour signs should have a left arrow to match the proposed route

Limits of detour route not shown (off the page)  
A detour sign with a right arrow should be provided on Route 6 EB at Main St.  
A detour sign with a left arrow should be provided on Main St SB at Route 6

End Detour sign on Route 6 EB at Adams St

Race Route  
Detour Route

# CERTIFICATE OF INSURANCE

PRINT DATE: 2/9/2023

CERTIFICATE NUMBER: 20230209959460

**AGENCY:**

Edgewood Partners Insurance Center  
5909 Peachtree Dunwoody Road, Suite 800  
Atlanta, GA 30328  
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**NAMED INSURED:**

USA Track & Field, Inc. Fairhaven Road Race, Inc.  
130 East Washington Street, Suite 800  
Indianapolis IN 46204

**INSURERS AFFORDING COVERAGE:**

INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379  
INSURER B: Allied World National Assurance Company NAIC# 19489

**EVENT INFORMATION:**

Fairhaven Road Race (6/18/2023 - 6/18/2023)

**POLICY/COVERAGE INFORMATION:**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	X Occurrence	1-TRE-IN-17-01338542-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$4,000,000
	X Participant Legal Liability				EACH OCCURRENCE \$2,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$2,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
A	UMBRELLA/EXCESS LIABILITY				
	X Occurrence	1-TRE-IN-17-01338543-00	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$3,000,000
					AGGREGATE \$3,000,000
B	OTHER				
	X EXCESS LIABILITY	0313-1301	11/1/2022 12:01 AM	11/1/2023 12:01 AM	EACH OCCURRENCE \$7,000,000
					AGGREGATE \$7,000,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:**

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

Excess policy follows form of underlying General Liability.

Evidence of coverage only

**CERTIFICATE HOLDER:**

Fairhaven Road Race, Inc.  
16 ROY ST  
NEW BEDFORD MA 02745

**NOTICE OF CANCELLATION:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**AUTHORIZED REPRESENTATIVE:**

BOARD OF SELECTMEN  
FAIRHAVEN  
2023 FEB 10 A 11:21

RECEIVED

# EVENT NOTIFICATION FORM

Date: 1/31/2023

Mary-Joe Perry, District Five Highway Director  
MassDOT, Highway Division  
1000 County Street, Taunton, MA 02780

PERMIT #: 5-2023-0051  
DATE: 6/18/23  
TIME: 8:30 AM - 11:00 AM

Dear Sir:

Please be advised that the Grantee(s) of this Event Fairhaven Road Race, Inc. has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct **road work/parade/race/ride** or other events impacting State Highways on Route(s) Adams Street in or through the City/Town(s) of Fairhaven benefiting Fairhaven Road Race, Inc.

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

## LOCAL POLICE DEPARTMENT

Signed: [Signature]  
Title: LIEUTENANT  
City/Town: FAIRHAVEN, MA.

## FIRE DEPARTMENT

Signed: [Signature]  
Title: Cmel  
City/Town: Fairhaven

## BOARD OF SELECTMEN/CITY COUNCIL

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
City/Town: \_\_\_\_\_

## STATE POLICE DEPARTMENT

Signed: [Signature] 3257  
Title: Lieutenant  
City/Town: Dartmouth S.P.



## **Action Item C**

# **Policy on removal of non-hazardous shade trees**





## DRAFT---REMOVAL OF NON-HAZARDOUS PUBLIC SHADE TREES BY INDIVIDUALS OR AGENCIES POLICY

### General

Trees are recognized as an asset to the community, providing a healthier and more beautiful environment in which to live. Trees and other vegetation provide oxygen, shade, carbon sequestration, storm water mitigation, protection from wind, glare, and noise, view barriers, wildlife habitat, aesthetics, and priceless psychological counterpoint to the man-made urban setting. Landscaping is economically beneficial in attracting new residents, visitors, and industry. When grown in the right place and proper varieties, landscaping enhances the value and marketability of property and promotes the stability of desirable neighborhoods and commercial areas.

### Purpose

This policy is to be used for the removal of any non-hazardous public shade tree by any individual, utility, organization, corporation, or agency other than the town of Fairhaven. Actual removals shall only be performed by qualified tree removal contractors.

### Definitions

**Certified Arborist** refers to a professional arborist experienced by training and education, and possessing a current certification issued by the **International Society of Arboriculture (ISA)** or the **Massachusetts Arborist Association (MAA)**.

**Caliper** refers to the diameter of a tree trunk in inches, measured six inches above grade for trees up to four inches in diameter, or measured twelve inches above grade for larger trees.

**Critical Root Zone (CRZ)** refers to the minimum area required to be left undisturbed to provide a reasonable chance for survival. The CRZ is calculated by the DBH of the tree in inches by eighteen (inches).

**Diameter at Breast Height** the standard measurement of a tree trunk measured 4.5 feet above existing grade. If the tree splits into multiple trunks below 4.5 feet the measurement would be the narrowest point of the trunk immediately below the split.

### Scope

This policy is to be followed for all public shade trees as defined by **Massachusetts General Law, Chapter 87** (Tree growing in the right of way, at least 1.5 inches in diameter, measured one foot above ground), other than:

- Trees that are determined by the acting Tree Warden to be dead, diseased, or dangerous. A dangerous tree is one most likely to fail, or significant portions are likely to fail, under mild environmental or man-made stress;

- Trees that are less than five inches in diameter that are, in the opinion of the Tree Warden, of no significant value.

### **Policy**

Public shade trees shall not be removed for private purpose without suitable compensation to the town for replacements. The value of existing shade trees is to be calculated on a two inch for one inch replacement basis. Replacements shall be at least three inch diameter, nursery grown stock. The Tree Warden may, at their option, require larger replacements. For example, if an eighteen inch diameter tree, measured four feet above grade is to be removed, the applicant must sufficiently reimburse the town to provide for the purchase and planting of twelve, three inch diameter replacements. Cost of replacement trees are to be derived by taking current retail price of a suitable replacement from a nursery used by the Town of Fairhaven.

In those unique situations where a particular public shade tree is unique to exceptional size, species, and historical value, or contribution to the surrounding site, the Tree Warden may require that a full tree value appraisal be performed by a Certified Arborist, using standards established by the **Council of Tree and Landscape Appraisers**, and that value will be used to determine proper compensation. **“Unique” trees under this policy would include trees that are more than thirty inches DBH, trees located in the town common or other high profile public grounds, trees that do not commonly grow in Fairhaven, or other factors as determined by Tree Warden.**

For the purposes of this policy, the Critical Root Zone of a tree is determined by multiplying the diameter of the tree in inches at the DBH by eighteen, and applying that calculated distance as a radius around the tree. For example, a four inch DBH tree shall be deemed to have a seventy-two inch radius CRZ. If it is determined that more than one third of the CRZ is disturbed during construction, the Tree Warden may determine that the proposed work may will have such an impact upon the tree that it is effectively killed. For the purposes of this policy only, previously paved surfaces such as sidewalks and roadways will not be considered Critical Root Zones, and will not be included in this calculation. Disturbance of the CRZ will include excavation, storage of materials, or operation of vehicles in the CRZ. In exceptional circumstances, the Tree Warden may allow a disturbance in the CRZ using special techniques, such as Air Spade work, installation of structural soil, or flexible, permeable pavement, or supervised trenching or boring. Such work will be observed by Tree Warden or Certified Arborist.

### **Public Notice**

- An applicant who wishes to remove a non-hazardous public shade tree is responsible for the following expenses:
  - Legal advertising, pursuant to the requirements of **Massachusetts General Law, Chapter 87.**
  - A non-refundable application fee for the removal permit, payable to the town of Fairhaven, to be deposited into the Memorial Tree Fund. The permit fee shall be \$100 per parcel, not per tree. This fee covers the cost of the initial inspection and evaluation process conducted by the Tree Warden or their designated Certified Arborist.
  - The cost of the removal of the tree and stump, including the hauling away of the debris, and proper filling of the stump hole;
  - Planting of sufficient replacement trees as described elsewhere in this policy;

- Cost of Police traffic details, repair to street surface and road shoulder, protection and restoration of utility structures;
- All other cost related to the removal and replanting;

**Additional Requirements and Information**

At the discretion of the Tree Warden, the applicant shall either:

- Arrange to plant suitable replacements using their own contractor, Working to the Town’s specifications, OR
- Make a contribution to the town equal to the value of what is removed to be used exclusively for the purchase of planting replacements, and related expenses as described under “Policy”

If the plantings are to be undertaken by the town using money from the Tree Fund, the Tree Warden can either use town staff, or hire contractors for the actual planting.

If the applicant proposes to trim or prune a public shade tree, and if, in the opinion of the Tree Warden, the proposed work will drastically affect the health, beauty, structural stability, or safety of the tree, the Tree Warden may consider the proposed work to have the same effect as the removal of a tree. In these cases, the Tree Warden may either order the removal of a tree, or allow the tree to remain, providing it does not pose an immediate hazard. In either case, appropriate replacement plantings must be provided by the applicant, in accordance with the “Public Notice” section and outlined expense responsibility.

The tree removal contractor, to be paid by the applicant, must be approved by Tree Warden, as to equipment, qualifications, and experience. Contractors shall submit Certificates of Insurances to the town to prove they have minimum coverages.

The applicant shall submit a bond, in form and amount approved by Tree Warden, prior to commencement of work. The bond will be released after successful completion of all items of work after inspection and approval by the Tree Warden or designated Certified Arborist.

All tree work shall be performed in compliance with **A.N.S.I. Z-133** standards. Applicant must guarantee the health of the replacements for two full growing seasons from the time of planting.

Replacement trees shall be such size and species as specified by Tree Warden, and will be planted on public property, along rights of way and on setback easements allowed by **MGL Chapter 87, section 7**. Planting location will be determined by the Tree Warden.

Nothing in this policy shall prohibit the Tree Warden from refusing to permit the removal of non-hazardous trees. The Tree Warden may refuse to grant the permit for the removal of non-hazardous tree if, in his or her own opinion, the tree is historic or of scenic value, is of a size or species not commonly found along the road ways of Fairhaven, has significant wildlife value, or is a healthy or significant specimen.

All decisions made by Tree Warden are appealable to the Town Administrator.



## **Action Item C**

# **2022 Annual Report Select Board and Town Administrator**

## ***SELECT BOARD / TOWN ADMINISTRATOR DRAFT***

2022 was a year of transformation for the Select Board and Office of the Town Administrator. Changes and continuity were the cornerstone of operations.

After a lengthy search, Angeline Lopes Ellison was hired as the new Town Administrator and hit the ground running when she started on April 4<sup>th</sup>, election day. Our Town Clerk, Linda Fredette, was able to bring Angie around to the precincts to meet residents, poll workers and candidates.

The Select Board expanded to a five-member board for the first time as of April's election (approved at the June 2021 Annual Town Meeting). Three Select Board seats were up for grabs from a field of five candidates. Based on the election results, the elected member would serve either a three-year term, two-year term or a one-year term. Stasia Powers won the three-year term, Leon Correy III secured the two-year term, and Charlie Murphy will serve the one-year term. The new five-member board met as a team for their first team building exercises, and learned to function as a five-member board.

In July, the Select Board and Town Administrator's Office relocated within Town Hall swapping places with the Tax Collector's Office. The relocation helped both offices to better serve those requiring ADA compliance access.

Staffing posed a challenge as the Town fully reengaged from COVID restrictions. Although filling vacant positions took longer than anticipated, Cameron Durant was hired as Human Resource (HR) Director to restart work on hiring to fill vacancies and develop an Employee Handbook, work on the Collective Bargaining Agreement negotiations and establish the department as a resource for employees. In approximately a four-month period, the Town hired Takira Faucher as Principal Clerk, Branden Costa as Conservation/Sustainability Agent, Daniel Lane as Assessor, Kelley Peterson as Recreation Center Director, Suzanne Vieira as Principal Clerk as well as four interim/per diem Building Inspectors.

Loreen (Lori) Pina retired after 36 years of dedicated service in the Select Board Office, and then returned part-time to train and assist across Town Hall departments. The Select Board Office welcomed Sharon Mills as Principal Clerk in January. Amy Hart was promoted to the position of Executive Assistant to the Town Administrator in November. Amy previously held the Town's Payroll Administrator position for two years.

Notably, the greatest change occurred when Town Counsel, Thomas Crotty, retired. Mr. Crotty served the town for well over forty years. The Town is grateful for the time and energy Attorney Crotty dedicated to representing the municipality. Thereafter, Fairhaven retained Petrini and Associates, PC as Town Counsel.

The Select Board members had been outspoken in its effort to increase participation on boards, committees and commissions through the use of public service announcements, speaking of open opportunities at the Board's meetings and referring people to committees of interest. Government is for the people but functions by the people; the Select Board encourage residents to "have your voice heard" through participation.

In 2022, the Town became a favorite location for television and movie filming for projects such as Finestkind, HGTV renovation and Fairhaven High School filmed in "The Holdovers." Stay tuned for release dates.

The Select Board is proud of the shortest Special Town Meeting in its history. This was due, in part, to the collaboration and implementation of bilateral finance and warrant hearings between the Select Board and the Finance Committee; it streamlined the process.

The municipality was allocated approximately \$4.4 million in funds through the American Recovery Plan Act of 2021 (ARPA). ARPA is the federal government's economic stimulus bill to speed up the nation's recovery from the economic and health effects of the COVID-19 public health emergency. Approximately \$1.6 million in the municipality allocation from lost revenue replacement and approximately \$2.7 million for county allocations, which have more restrictive guidelines for use. The Board voted to use the funds towards projects to support and provide better services to residents through department functionality. The table below illustrates the requested projects and amounts needed.

<b>Total Allocation</b>	<b>\$4,399,401</b>		
<b>PROPOSED PROJECTS</b>			
<b>County Allocation</b>	<b>\$2,716,540</b>		
Police	Specialized Emergency Resp. Vehicles	\$80,000	1.11 Community Violence Interventions
Recreation	Recreation Playground	\$200,000	2.22 Strong Healthy Communities: Neighborhood Features That Promote Health & Safety
Schools	Playground Resurface	\$240,000	2.22 Strong Healthy Communities: Neighborhood Features That Promote Health & Safety
Police	Parks and Beaches Cameras	\$266,000	1.11 Community Violence Interventions
Public Works	Water Main Flush	\$300,000	5.11 Drinking Water Transmission & Distribution
Police	Replacement of Police Boat	\$700,000	1.11 Community Violence Interventions
Public Works	Wastewater Treatment Plant	\$930,540	5.1 Clean Water: Centralized Wastewater Treatment
<b>Municipal Allocation \$1,682,861</b>			
Technology	Technology Switch and Access Points	\$2,171	Revenue Replacement - Municipal Allocation Only
Marine Resources	Shellfish Boat Controller Replacement	\$2,881	Revenue Replacement - Municipal Allocation Only
Police	Fixed Solar Speed Signs	\$9,500	Revenue Replacement - Municipal Allocation Only
Police	Equipment Storage Unit	\$16,000	Revenue Replacement - Municipal Allocation Only
Administration	Previous Requests	\$480,000	Revenue Replacement - Municipal Allocation Only
Fire	Fire Rescue Boat	\$750,000	Revenue Replacement - Municipal Allocation Only
Public Works	Wastewater Treatment Plant	\$69,460	5.1 Clean Water: Centralized Wastewater Treatment
Cable TV	Touchview Ultra Interactive Panel	\$4,635	1.14 Other Public Health Services
Fire	Security Cameras Public Safety	\$5,000	1.11 Community Violence Interventions
Facilities	HVAC Town Hall	\$18,000	1.14 Other Public Health Services
Police	Police UAS Drone	\$30,000	1.11 Community Violence Interventions
Fire	Message Board	\$120,000	1.7 Other Public Health Expenses (Communications)

In efforts to continue assisting the Select Board as the “Chief Goal Setting and Policy Making Agency,” the Town Administrator and Town Department Directors have worked towards meeting goals and objectives in the areas of Human Resources, Committee Collaboration, Inter and Intra Governmental Cooperation, Financial Sustainability, Economic Development, Health, Welfare and Safety, Civic Engagement, Long Term Planning and Improving Municipal Services.

None of these accomplishments would have been possible without the hard work and dedication of the Town officials, Town employees, Town Meeting members and numerous residents and volunteers who serve on our boards, commissions and committees, and for this, we are sincerely thankful.



C7

## **Action Item C**

# **2023 Select Board Meeting Calendar**



Town of Fairhaven  
Massachusetts  
Office of the Town Administrator  
40 Center Street · Fairhaven, MA · 02719

MEMORANDUM

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*To: Select Board Members, Department Heads*

*From: Angie Lopes Ellison, Town Administrator*

*Date:*

*Re: Select Board calendar year 2023 schedule:*

*First and Third Monday of each month (on Monday holidays the meeting will be moved to Tuesday)*

---

**The Select Board schedule for the first half of calendar year 2023 will be as follows:**

- Monday, January 9, 2023 (voted to reschedule from 1/3/23)
- Tuesday, January 17, 2023
- Monday, February 6, 2023
- Tuesday, February 21, 2023
- Monday, March 6, 2023
- Monday, March 20, 2023
- Monday, April 3, 2023
- Tuesday, April 18, 2023
- Monday, May 1, 2023
- Monday, May 15, 2023
- Monday, June 5, 2023
- Tuesday, June 20, 2023

**The Select Board schedule for the second half of calendar year 2023 will be as follows:**

- Monday, July 3, 2023
- Monday, July 17, 2023
- Monday, August 7, 2023
- Monday, August 21, 2023
- Tuesday, September 5, 2023
- Monday, September 15, 2023
- Monday, October 2, 2023
- Monday, October 16, 2023
- Monday, November 6, 2023
- Monday, November 20, 2023
- Monday, December 5, 2023
- Monday, December 18, 2023





C 8

## **Action Item C**

# **Protocol for information dissemination**



Town of Fairhaven  
Massachusetts  
**Office of the Town Administrator**  
40 Center Street, Fairhaven, MA 02719

## MEMORANDUM

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*To: Select Board members*

*From: Angie Lopes Ellison, Town Administrator*

*Date: February 15, 2023*

*Re: dissemination of information: Open meeting question and opinion*

---

*On January 19, 2023 Select Board Member Robert Espindola requested information from the Attorney's General's division of Open Government regarding dissemination of information to the collective board in advance of a meeting.*

*At the February 6, 2023 meeting of the Select Board, Select Board Member Correy voiced an objection that he was not the one who requested an agenda item to be added and wanted the record to reflect such. After some discussion it was determined that the Town Administrator will work with Mr. Espindola to resolve the matter.*

*To that, this memo will be read into record that it was Select Board Member Keith Silvia (not Leon Correy in his capacity as Acting Chair) who stated at the open meeting he was the one who requested the agenda item and to establish a protocol for dissemination of information.*

*The response from the Attorney General's Office was not substantively impacted by that information.*



Angeline Lopes Ellison <alopesellison@fairhaven-ma.gov>

## Fwd: Advice regarding Open Meeting Law-Material Dissemination prior to meetings

1 message

Robert Espindola <respindola@fairhaven-ma.gov>

Tue, Jan 24, 2023 at 10:02 AM

To: Stasia Powers <spowers@fairhaven-ma.gov>, Angeline Lopes Ellison <alopesellison@fairhaven-ma.gov>, Amy Almeida <aalmeida@fairhaven-ma.gov>

Stasia,

My correspondence with the office of the Attorney General is attached.

I would ask that the full context (i.e. my email, the AG reply and determination letter) be included in the packet our Board receives when this is placed back on the agenda for a future meeting.

The screenshot below is from page 3 of the file that was sent to me by the AG. I highlighted the text on that page to make it easier to see where the specific question is answered. Please include this highlighted screenshot in the packet as well.

Please let me know if you have any questions.

Thank you,

Bob

Although certain administrative tasks are excluded from the definition of "deliberation," that exception includes a strong caveat: such administrative communications are permissible "provided that no opinion of a member is expressed." G.L. c. 30A, § 18; OML 2019-75.<sup>5</sup> Email attachments are considered along with the body of an email when determining whether a public body member has expressed an opinion. See OML 2014-152. The expression of an opinion by one public body member on matters within the body's jurisdiction to a quorum of a public body is considered a deliberation, even if no other public body member responds. See OML 2021-133; OML 2015-33; OML 2012-73. Documents that are circulated for the stated purpose of being discussed at a future meeting may not be used to telegraph one member's opinion to the other members ahead of an open meeting. See OML 2014-148. Finally, a public body may not use a non-member, such as a staff member, to facilitate communication on matters that the public body should otherwise save for discussion at an open meeting. See District Attorney for the Northern District v. School Committee of Wayland, 455 Mass. 561, 569-71 (2009); OML 2013-76; OML 2018-43.

<sup>5</sup> Open Meeting Law determinations may be found at the Attorney General's website, [www.mass.gov/ago/openmeeting](http://www.mass.gov/ago/openmeeting).



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

From: **OpenMeeting (AGO)** <openmeeting@state.ma.us>

Date: Thu, Jan 19, 2023 at 3:55 PM

Subject: RE: Advice regarding Open Meeting Law-Material Dissemination prior to meetings

To: respindola@fairhaven-ma.gov <respindola@fairhaven-ma.gov>

Good afternoon,

Thank you for contacting the Division of Open Government. Through our hotline we can provide general guidance with respect to the Open Meeting Law; we cannot provide advisory opinions outside of the formal complaint process.

Attached please find a determination issued by our office that I believe provides some helpful guidance with respect to the issues you raise below.

Please feel free to reach out if you have additional questions about the requirements of the Open Meeting Law.

Sincerely,

Elizabeth Carnes Flynn

Pronouns: she/her/hers

Assistant Attorney General

Division of Open Government

Massachusetts Office of the Attorney General

One Ashburton Place

Boston, MA 02108

Holline: 617-963-2540

[openmeeting@state.ma.us](mailto:openmeeting@state.ma.us)

<https://www.mass.gov/the-open-meeting-law>

**From:** Robert Espindola <[respindola@fairhaven-ma.gov](mailto:respindola@fairhaven-ma.gov)>

**Sent:** Thursday, January 19, 2023 1:16 PM

**To:** OpenMeeting (AGO) <[OpenMeeting@MassMail.State.MA.US](mailto:OpenMeeting@MassMail.State.MA.US)>

**Cc:** Bob Espindola <[selectmanbobespindola@gmail.com](mailto:selectmanbobespindola@gmail.com)>

**Subject:** Advice regarding Open Meeting Law-Material Dissemination prior to meetings

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

My name is Bob Espindola and I am a Select Board member from the Town of Fairhaven and I have a question regarding the distribution of documentation containing opinions prior to meetings.

I understand fully how the Open Meeting Law reads in terms of communicating with fellow Board Meetings in a Quorum and through Serial Communication. My question goes beyond that to an area that I have not found detailed in the Open Meeting Law.

During two recent Select Board meetings, I brought documents to the meeting to help facilitate the discussion about items we were going to deliberate on and in one case, I used a PowerPoint presentation to illustrate the points I was making and while preparing to ask our Board to consider in the form of a vote during that meeting.

One Board member expressed concern about having only received the documents at the meeting and asked me to distribute this type of material in **advance** of the meeting in the future so that he would have more time to consider. I explained that would be an Open Meeting Law violation because I have clearly expressed my opinion in these documents.

At a subsequent meeting, the acting Chair asked for an agenda item to discuss a "Protocol for Information Dissemination" and during that discussion there was a suggestion that a new protocol should require Board members to submit documentation ahead of a meeting, for inclusion in "meeting packets" that would be distributed to each Board member via email and hard copy prior to the meeting, regardless of if an opinion was expressed by the Board member. The suggestion was that a protocol should be developed requiring that Board members submit their documentation, regardless of whether or not they contained opinions, to the Town Administrator, after which the Town Administrator could then distribute that documentation back to the full Board for inclusion in our meeting packet several days before the meeting. It was suggested this was not a violation of Open Meeting Law because the Town Administrator is not a member of the Public Body in question (the Select Board).

It appears to me that establishing a protocol to request Board members utilize the TA to distribute documents ahead of a meeting to other Board members even when the documents include opinions about agenda items, would be intentionally circumventing the Open Meeting Law and its intent, and therefore would not be ethical. Having said that, I have not yet found where the Open Meeting Law guidance specifically addresses this scenario.

I would like a written opinion from the Attorney General on whether establishing and following such a protocol would be considered a violation of the Open Meeting Law so that I can share that opinion with our Town Administrator and the other four (4) Board members at a future Board meeting.

The attached PowerPoint presentation is an example of what I presented that the Board member was asking me to provide ahead of time. Slides 1-10 were presented at the meeting. Slides 11 and 12 were added for the discussion about distribution of materials at meetings. In that document, I highlighted in red text, the locations where I clearly expressed my opinion.

I understand it may take some time to reply to this email but if you could acknowledge receipt and let me know about how long it should take I would greatly appreciate that.


If you would like to reach me by phone, my cell phone number is (774) 263-1046

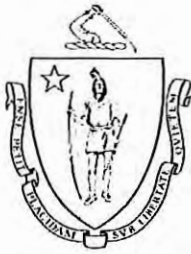
Thank you,

Bob Espindola

Select Board Member

Town of Fairhaven, MA 02719

 **DETERMINATION\_-\_1-21-2022\_-\_OML\_2022-5\_-\_SADBURY\_GOODNOW\_  
LIBRARY\_BOARD\_OF\_TRUSTEES.pdf**  
1458K



THE COMMONWEALTH OF MASSACHUSETTS  
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January 21, 2022

OML 2022 – 5

**VIA EMAIL ONLY**

Brian W. Riley, Esq.  
KP Law  
Town Counsel to the Town of Sudbury  
[REDACTED]

**RE: Open Meeting Law Complaint**

Dear Attorney Riley:

This office received a complaint from Henry Sorett on April 9, 2021,<sup>1</sup> alleging that the Town of Sudbury's Goodnow Library Board of Trustees (the "Board") violated the Open Meeting Law, G.L. c. 30A, §§ 18-25. The complaint was originally filed with the Board on February 11, and you responded on behalf of the Board by letter dated March 3. The complaint alleges that the Board deliberated outside of a properly noticed meeting regarding the library's relationship with the independent nonprofit organization the Friends of Goodnow Library (the "Friends"), of which the Complainant is a member.<sup>2</sup>

Following our review, we find that the Board violated the Open Meeting Law by deliberating outside of a properly noticed meeting when a written statement prepared by the Chair of the Board was circulated to the full Board via email. We do not find evidence of other instances of deliberation outside of a properly noticed meeting. In reaching this determination, we reviewed the Open Meeting Law complaint, the Board's response, the request for further review, additional response from the Board, emails and other documents provided to our office, and the minutes and video recordings of seven Board meetings held from September 8, 2020, to

<sup>1</sup> All dates are in 2021 unless otherwise stated.

<sup>2</sup> Our review is limited to allegations raised in the original Open Meeting Law complaint and which allege violations of the Open Meeting Law. The complaint identifies other concerns outside of the scope of our review.

January 19, 2021, inclusive.<sup>3</sup> Additionally, we communicated by phone with Counsel for the Board,<sup>4</sup> the Chair of the Board, and the Library Director.

## FACTS

We find the facts to be as follows. The Board is a six-member public body; therefore, four members constitute a quorum. The Friends of Goodnow Library is an independent nonprofit organization that provided funding and other support to the Goodnow Library. For approximately two years prior to the January 19 meeting at issue here the working relationship between the library and the Friends had been strained. The Board had discussed the strained relationship on several occasions prior to the January 19 meeting, including at each of the six meetings preceding the January 19 meeting. The Board had also taken steps to address the relationship prior to the January 19 meeting, including sending a letter to the Friends dated October 15, 2019, which expressed concern about the deteriorating relationship, and sending the Friends a memorandum of understanding.

During the Board's December 1, 2020, meeting the Chair reported to the Board regarding a meeting she had with the President of the Friends, the Town Manager, and a member of the Board of Selectmen to discuss the library's relationship with the Friends. The Chair expressed her opinion that no progress was made during that meeting and that the Friends would not agree to sign the memorandum of understanding the Board had proposed. The Board then discussed the relationship with the Friends, what steps might be taken with respect to the relationship—including whether there might be a way to move forward collaboratively or whether the Board would need to end the relationship—and whether to have a meeting to fully discuss those possible steps. The Board ended its discussion of the Friends by agreeing to schedule a meeting to discuss potential next steps.

After the December 1 meeting, believing that it was clear that the library's relationship with the Friends was not salvageable, the Chair began drafting a statement she intended to read during the Board's next meeting. The Chair was also in communication with the Library Director and the Vice Chair of the Board regarding the future of the relationship with the Friends. Additionally, the Chair discussed with one other Board member a timeline of events the Chair intended to include in her statement. That same member also communicated with the Library Director regarding a donation that the library received, and which had caused some controversy between the library and the Friends.

Prior to the January 19 meeting, the library engaged, in addition to legal counsel, a public relations firm to assist with messaging should the Board vote to terminate the relationship with the Friends. On January 15, the Library Director sent an email to the full Board. Attached to the email were several documents to be used at the upcoming January 19 meeting, including the Chair's four-page statement she intended to read at the meeting. The statement included, among other things, the Chair's thoughts and opinions regarding the relationship between the library and the Friends and the next steps the Board should take with respect to that relationship, including that the Chair would ask for a motion to terminate the relationship.

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<sup>3</sup> Recordings of Board meetings may be found at <https://goodnowlibrary.org/about/trustees/>.

<sup>4</sup> For the sake of clarity, we refer to you in the third person.



On or about January 17, the Friends provided the Board with its own proposed memorandum of understanding. During the Board's January 19 meeting the Board discussed the Friends' memorandum of understanding, with members expressing concern and frustration. The Board voted to reject the Friends' memorandum of understanding. Thereafter, the Chair read her prepared statement and then opened the floor to Board members for discussion. Three Board members spoke regarding the library's relationship with the Friends, the deterioration of that relationship, and the amount of time the Board had spent trying to repair the relationship. The Chair then opened the floor for public comment. Five members of the public spoke, including the President of the Friends and the Complainant. Thereafter, the Chair moved to end the library's relationship with the Friends. The Board voted to support the motion, thus ending the relationship with the Friends.

### DISCUSSION

The Open Meeting Law was enacted "to eliminate much of the secrecy surrounding the deliberations and decisions on which public policy is based." Ghiglione v. School Board of Southbridge, 376 Mass. 70, 72 (1978). The Law requires that meetings of a public body be noticed and open to the public, unless an executive session is convened. G.L. c. 30A, §§ 20(a)-(b), 21. A "meeting" is defined, in relevant part, as "a deliberation by a public body with respect to any matter within the body's jurisdiction." G.L. c. 30A, § 18. The Law defines "deliberation" as "an oral or written communication through any medium, including electronic mail, between or among a quorum of a public body on any public business within its jurisdiction; provided, however, that 'deliberation' shall not include the distribution of a meeting agenda, scheduling information or distribution of other procedural meeting [sic] or the distribution of reports or documents that may be discussed at a meeting . . ." G.L. c. 30A, § 18. For purposes of the Open Meeting Law, a quorum is "a simple majority of the members of the public body." G.L. c. 30A, § 18.

Although certain administrative tasks are excluded from the definition of "deliberation," that exception includes a strong caveat: such administrative communications are permissible "provided that no opinion of a member is expressed." G.L. c. 30A, § 18; OML 2019-75.<sup>5</sup> Email attachments are considered along with the body of an email when determining whether a public body member has expressed an opinion. See OML 2014-152. The expression of an opinion by one public body member on matters within the body's jurisdiction to a quorum of a public body is considered a deliberation, even if no other public body member responds. See OML 2021-133; OML 2015-33; OML 2012-73. Documents that are circulated for the stated purpose of being discussed at a future meeting may not be used to telegraph one member's opinion to the other members ahead of an open meeting. See OML 2014-148. Finally, a public body may not use a non-member, such as a staff member, to facilitate communication on matters that the public body should otherwise save for discussion at an open meeting. See District Attorney for the Northern District v. School Committee of Wayland, 455 Mass. 561, 569-71 (2009); OML 2013-76; OML 2018-43.

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<sup>5</sup> Open Meeting Law determinations may be found at the Attorney General's website, [www.mass.gov/ago/openmeeting](http://www.mass.gov/ago/openmeeting).

Here, we find that the Board deliberated outside of a properly noticed meeting when the Library Director circulated to the full Board via email the Chair's prepared statement sharing her thoughts and opinions regarding the relationship between the library and the Friends and the next steps the Board should take with respect to that relationship. See OML 2014-148; OML 2019-75.

Other than circulating the Chair's prepared statement prior to the January 19 meeting, our investigation revealed no other evidence of deliberation outside of a posted meeting. In particular, we note that although communication occurred between the Library Director, the Chair, the Vice Chair, and—to a limited degree—one other Board member, these communications did not involve a quorum of the Board and therefore did not constitute impermissible deliberation.

### CONCLUSION

For the reasons stated above, we find that the Board violated the Open Meeting Law by deliberating outside of a properly noticed meeting on January 15 when a copy of the Chair's statement was circulated to the full Board via email. We order the Board's immediate and future compliance with the Open Meeting Law, and caution that future similar violations may be considered evidence of an intent to violate the Law. Because the statement that constituted the unlawful deliberation was read aloud in full during the Board's January 19 open meeting, we do not order additional remedial action.

We now consider the complaint addressed by this determination to be resolved. This determination does not address any other complaints that may be pending with the Board or with our office. Please feel free to contact our office at (617) 963-2540 if you have any questions regarding this letter.

Sincerely,



Elizabeth Carnes Flynn  
Assistant Attorney General  
Division of Open Government

cc: Ingrid Mayyasi, Chair Goodnow Library Board of Trustees (via email: [REDACTED])  
Henry Sorett (via e-mail: [REDACTED])

**This determination was issued pursuant to G.L. c. 30A, § 23(c). A public body or any member of a body aggrieved by a final order of the Attorney General may obtain judicial review through an action filed in Superior Court pursuant to G.L. c. 30A, § 23(d). The complaint must be filed in Superior Court within twenty-one days of receipt of a final order.**



# Committee Liaison Reports

Tuesday, February 21, 2023

## **Committee Liaison Report – Bob Espindola – February 21st, 2023**

### **Broadband Study Committee.**

The Broadband Study Committee has not met since our last Select Board meeting.

### **Broadband Coalition**

The Broadband Coalition will be meeting again on Thursday, February 23<sup>rd</sup>, at 7:00 P.M.

**SMMPO** - Meets next on Tuesday, February 21<sup>st</sup>. This report was submitted prior to the meeting. Update will be provided at the Select Board meeting.

**SRPEDD Commission** Will be meeting on February 22<sup>nd</sup>. One of the items on the agenda will be about good news SRPEDD received recently, that they have been awarded \$880,000 for a “Safe Streets for All Action Plan”. This is a U.S. Department of Transportation program that granted \$800M across the U.S. According to the Web site, “Action Plan Grants assist communities that do not currently have a roadway safety plan in place to reduce roadway fatalities, laying the groundwork for a comprehensive set of actions. The awards also provide funding to communities that want to build upon an existing roadway safety plan”

**Fairhaven Bikeway Committee.** The committee will meet again on Thursday, February 23<sup>rd</sup> at 6:30 P.M.

**The South Coast Bikeway Alliance (SCBA)** has reached out to members of the local delegation to comment on the fact that the new Pedestrian Bridge that will be built to cross Route 18 in New Bedford does not currently include bicycle/pedestrian accommodations. The SCBA will be meeting with State Representative Antonio Cabral on February 27<sup>th</sup> and possibly other local legislators following that, to see if anything can be done to change the design of the new Pedestrian bridge to accommodate bike/pedestrian traffic and to improve the overall safety in doing so. If successful, this could benefit commuters who walk or travel by bicycle from Fairhaven to New Bedford.