



FAIRHAVEN SELECT BOARD AGENDA

June 5, 2023, 6:30 p.m.

Town Hall – 40 Center Street – Fairhaven

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

On March 24, 2023, the bill to extend Open Meeting Law regulations governing remote participation has passed MA legislation and been signed by the Governor. This bill will allow remote and hybrid meeting options for public bodies through March 31, 2025.

Pursuant to an amendment to Town Bylaw Chapter 50 § 13, all government meetings are available through web/video conference and are recorded.

A. MINUTES

1. Approve the minutes of April 18, 2023 – Open Session
2. Approve the minutes of May 1, 2023 – Open Session
3. Approve the minutes of May 1, 2023 – Executive Session
4. Approve the minutes of May 6, 2023 – Open Session

B. PUBLIC HEARING

1. 6:40PM Change of Manager, Paul's Sports Corner, Inc.
2. 6:45PM Blue Stream Shellfish LLC application to install shellfish nursery in municipal waters: Round Cove

C. TOWN ADMINISTRATOR

1. Staffing Updates
2. FY22 Audit Report: Marcum LLP (formerly Melanson)
3. FairhavenTV wins 2023 Hometown Media Award for "Best Magazine Show"
4. Rogers School Clean-up date
5. Select Board Retreat
6. Vineyard Wind project
7. Other

D. ACTION / DISCUSSION

1. Fairhaven Fire Fundraiser for Muscular Dystrophy
2. Conservation Restriction requests from Buzzards Bay Coalition: Salt Winds
3. Event procession approval: Our Lady of Angels, Sat., September 2nd and Mon., September, 4th, 2023
4. Intermunicipal Agreement: Public Health Excellence grant
5. Board, Committee and Commission alternate positions
6. Appointment of Boards and Committees (see attached list)
7. Appointment of Constables (see attached list)
8. Hedge Street Phase 3 Budget Amendment
9. Southeastern Massachusetts Metropolitan Planning Organization (SMMPO) Appointment

E. CORRESPONDENCE

1. Mass. Dept. of Agricultural Resources (MDAR) notice of Eversource's Vegetation Management Plan
2. Public Notification: Status Report Cumberland Farms Station V0015 to MassDEP
3. SRPEDD selected to host an American Connections Corps (ACC) member for 2023-24 Program Year
4. Fort Phoenix Beach Clean-up

F. COMMITTEE LIAISON REPORTS

G. PUBLIC COMMENT

H. BOARD MEMBER ITEMS

I. SPECIAL ELECTION RESULTS

J. NEWS AND ANNOUNCEMENTS

1. The next regularly scheduled Select Board meeting is *Tuesday, June 20, 2023* at 6:30 p.m., Town Hall Banquet Room

ADJOURNMENT

<https://us06gweb.zoom.us/j/89485993911?pwd=OFd5MzZVbnBxQkIxLzdQcFRlbiVMQ0Q7O9> Log on or call 1-929-205-6099, Meeting ID: 894 8599 3911, Passcode: 330130

Subject matter listed in the agenda consists of items 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.



FAIRHAVEN SELECT BOARD

Meeting Minutes

April 18, 2023 - DRAFT

Present: Chair Leon Correy, Vice-Chair Charles Murphy Sr., Clerk Stasia Powers, Select Board member Keith Silvia, Select Board member Robert Espindola, and Town Administrator Angie Lopes Ellison.

The meeting was videotaped by Cable access and Zoom meeting application.

Mr. Correy opened the Select Board meeting at 6:30PM

A moment of silence was observed for Kaylin Gillis, Ralph Yarl and Robert Dotson

Motion: Mr. Espindola motioned to take Action Item One, Huttleston Ave. conservation covenant assent out of order and act upon it now. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Huttleston Avenue – conservation covenant assent:

Attorney Michael Terry, Petrini & Associates attended via zoom. Mr. Terry addressed the Board regarding the rezoning of a portion of property owned by G. Bourne Knowles on Huttleston Avenue with a portion of that property going to conservation in perpetuity. A state conservation restriction is needed and due to the amount of time it can take for that approval, a restrictive covenant is before the Board tonight which would provide protection for thirty years and when the state approves the conservation restriction it will supersede the covenant signed tonight.

Motion: Mr. Espindola motioned to approve a restrictive covenant for thirty years as part one of the process that will include a covenant with the Commonwealth of Massachusetts. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Public Hearing:

The Public Hearing for parking on one side of Elm Avenue was opened at 6:41PM.

Lieutenant David Sobral of the Fairhaven Police Department presented his report and findings to the Board. The safety issue was raised after the recent marina fire in Mattapoisett and reviewed with Planning Director Paul Foley, Highway Superintendent Josh Crabb and Deputy Fire Chief Joy Nichols who all recommend restricting parking to one side of Elm Avenue.

Public Comment:

Mario Carreiro, 178 Main Street, asked if the restriction could be expanded to stipulate resident parking only.

Eleanor Chew, 180 Main Street, stated she agreed with what had been said so far and added that in the summer the parking is mainly by marina patrons and would also like to see it be restricted to resident parking only.

Anna Carreiro, corner of Main Street and Elm Avenue, spoke about speeding down the street and the danger since it is not a through way, she stated that tree trimming is not done and the boats driven down to the marina often take down branches and with no sidewalk it is unsafe to walk in the street.

The Board asked questions about the process, signage, curbs and if the marina owner could be involved. Lt. Sobral said he could speak with the owner about advising the marina patrons about parking and safety. He also said citations could be issued for illegal parking.

The Public Hearing for parking on one side of Elm Avenue was closed at 7:02PM

Motion: Mr. Espindola motioned to approve the traffic control by the Police and Planning Departments on Elm Avenue, west of Main Street, by restricting parking on the south side of the street. Ms. Powers seconded. The motion passed unanimously (5-0-0).

The Public Hearing for the discontinuance of Shirley Street, south of Jason Terrace and north of 4 Shirley Street was opened at 7:05PM

David Davignon of Schneider, Davignon and Leone, LLC spoke on behalf of Sarkis Enterprises. He presented an enlarged view of the area for discontinuance and explained that in 2022 he went before the Planning Board regarding the purchase of the easterly side of Shirley Street for the operation of A&A Auto Sales and Service and the Planning Board advised his client to see the street discontinuance because they own the properties on either side.

The Board asked about the conditions set by the Planning Board, impact to neighbors, concerns of neighbors regarding parking in the area and the planned use for the area.

Mr. Davignon stated the owners have made progress on the conditions set by the Planning Board and they felt there would be no impact to the abutters. The planned use for the area is for employees to park their cars and the stockade fence will be continued across the area because typically from the center line half goes to the owner on each side and the Sarkis' own both businesses on each side. There would also be a blanket easement across the parcel for public works and safety. Ms. Ellison expressed concern for private use of a public space.

Public Comment:

Ms. Rouba Sarkis of 17 Highland Avenue, one of the owners, addressed the Board and stated the request for a street discontinuance was at the recommendation and urging of the Planning Board. She said it would be marked to indicate it is not a public road.

Mr. Al Ouellette of 7 Shirley Street addressed the Board and stated the only benefit is to A&A Auto, trash and delivery services use it as a way to turn around and the owners use it to park unregistered cars. He further stated that it is an abuse to the neighbors and they are encroaching on the neighbors.

Ms. Michelle Costen of Spring Street addressed the Board and stated the Board should listen to a forty-year resident on this issue and more should be heard. She believes in growth without pushing people out.

Mr. Espindola expressed concerns about ownership, public safety and ensuring no encroachment on a public way. He would also like a legal opinion on the matter and on the language needed for an easement.

Lt. Sobral addressed the Board and stated unregistered cars cannot be parked on a public way, they can be parked on private property.

Mr. Joshua Crabb, Highway Superintendent, addressed the Board via zoom and said there would need to be access for infrastructure and public safety access twenty-four hours a day.

Motion: Mr. Espindola motioned to continue this to May 1, 2023 with the understanding that Town Counsel be asked if the discontinuance of the street impacts ownership, easement and infrastructure access. Ms. Powers seconded. The motion passed unanimously (5-0-0).

The Public Hearing for Eversource: petition for FO pole installation and conduit under public road; Causeway Rd. and Alder St. was opened at 7:34PM

Jessica Elder, Eversource Right of Way Agent attended via zoom and explained the project. She stated the goal is to improve service on West Island and that most of the work would be underground and take approximately ten days to complete depending on the weather. The area would be left as close to the original condition or better after any digging.

Public Comment:

Mr. Dan Wood of 7 Causeway Road addressed the Board via zoom. He explained that he lives at the corner of Causeway Road and Alder Street where the work would be done. He asked if existing poles could be used due to the plans appearing to show the new poles being on his property which he felt would impact the enjoyment of his property.

Ms. Elder stated she would bring the request back top the engineering team for review and clarification.

Motion: Mr. Espindola motioned to continue this to May 1, 2023 with the understanding that Eversource provide commentary to clarify before the item is back on the agenda. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to take Action Item C4, Board of Public Works (BPW) appointment of Travis Rapoza, out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

The Board received a joint meeting request from the BPW to appoint Trayis Rapoza to an opening created by the resignation of a board member. Superintendent Vincent Furtado submitted a letter in favor and BPW board member Robert Hopson spoke in favor of Mr. Rapoza's appointment.

Motion: Mr. Espindola motioned to approve the appointment of Travis Rapoza to the Board of Public Works to complete the vacated term to end at the next town election. Ms. Powers seconded. The motion passed unanimously (5-0-0).

TOWN ADMINISTRATOR REPORT

Ms. Ellison updated the Board on:

- Staffing updates: The position of Finance Director is still open and advertised.
- Conservation Commission resignation of Michael Kelly was received, the volunteer opportunity is posted for those interested to apply for appointment.
- The report from the Department of Revenue is in the packet and in the interest of time will be discussed at a future meeting.
- The Department of Environmental Protection sent in an update on the January oil spill
- The Tree Warden will host an Arbor Day event at Fairhaven High School on Friday, April 28, see the posting on the Town's website for further information.

Select Board Committee Liaison assignments and Meeting Protocols review

The Board reviewed the existing committee liaison assignments and discussed changes. The Board made no changes to the existing meeting protocols that were adopted in 2022.

Motion: Mr. Espindola motioned to change the name of the Contract Compliance Officer to Procurement Officer with Ms. Ellison as the appointee. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to appoint the Select Board members to serve as liaison to the following boards and committees for a one year term as non-voting members: Mr. Espindola to the Bikeway Committee, the Broadband Study Committee, the South Coast Bikeway Alliance and the Southeast Regional Planning and Economic Development District; Ms. Powers to the Bristol County Advisory Board, the Millicent Library Board of Trustees and the Economic Development Committee; Mr. Murphy as the Fair Housing Coordinator, the Lagoa Friendship Pact Committee and the Sister City Committee; Mr. Silvia to the Commission on Disability, the Dog Park Study Committee, the Historical Commission, the Marine Resources Committee and the Rogers Reuse Committee; and Mr. Correy to the Belonging Committee, the Cable Advisory Committee, the Capital Planning Committee and the Southeast Regional Transportation Authority Board. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to adopt and adhere to the meeting protocol as outlined. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Town Clerk Appointment: Elisabeth "Lissa" Horan.

Ms. Ellison reviewed the appointment of Elisabeth Horan to begin with the resignation of the current elected Town Clerk effective April 29, 2023. Ms. Horan has been the Assistant Town Clerk. There is currently a Town Meeting Warrant Article to make the Town Clerk an appointed position.

Motion: Mr. Espindola motioned to approve as of April 29, 2023, the appointment of Elizabeth Horan as the interim Town Clerk to complete the term until the ballot question results to make said position appointed. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Council on Aging (COA) Appointment: Jacqueline Kenworthy

COA Director Martha Reed via zoom spoke in support of the appointment for Jacqueline Kenworthy. She has been involved at the COA for over ten years and would make a great addition to the COA Board.

Motion: Mr. Espindola motioned to approve the appointment of Jacqueline Kenworthy to the Council on Aging Board of Directors for a term to expire May 2024. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Special Election Date and ballot text

Mr. Correy handed out the ballot text for review.

Motion: Mr. Espindola motioned to call and establish a special town election for June 5, 2023 and for the ballot question to read: *Operating Budget Proposition 2 ½ Override Ballot Question, Shall the Town of Fairhaven be allowed to assess an additional \$450,000 in real estate and personal property taxes for the fiscal year beginning July first, two thousand twenty-three?* Ms. Powers seconded. The motion passed unanimously (5-0-0)

Town Hall Use policy amendment.

Ms. Ellison explained that the office receives requests for the use of Town Hall during normal operating hours for special events or wedding ceremonies and if the Town Clerk is not available they have no access. Most of the requests are for one to two hours with no need for custodial services.

Motion: Mr. Espindola motioned to approve the amended town hall use policy to include authorizing the town administrator to approve small events (less than 3 hours) during normal Town Hall hours and to update *Board of Selectmen* to Select Board. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Building Department fee review/change.

Ms. Ellison reviewed the proposed fee structure. This has been part of the budget process for department heads to review fees and to be competitive relative to other communities.

Motion: Mr. Espindola motioned to approve the changes in Building Department permit fee structure for residential building permit fees, commercial building permit fees, electric division, and plumbing and gas division effective immediately. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to take Action Item C12, Temporary Street Closure request: Cherry Blossom Festival, Sunday, May 7, 2023 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Temporary Street Closure request: Cherry Blossom Festival, Sunday, May 7, 2023.

Lt. Sobral addressed the Board regarding details of this event including temporary street closure for public safety and a police detail.

Mr. Silvia asked about the recent archaeological study at Cooke Memorial Park and the BPW moratorium regarding use of the area. Ms. Ellison explained that the study was received and will be reviewed prior to any changes in process. Lt. Sobral said he would discuss with the organizers of the event to ensure the appropriate areas are roped off.

Motion: Mr. Espindola motioned to approve the temporary street closure of Cherry Street from Oxford St to Pilgrim Ave. as well as on Pilgrim Ave. from Cherry Street to the end of Cooke Memorial Park for the Cherry Blossom Festival on May 7, 2023 as outlined in the street closure policy. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Retirement notice, dispatch Marie Spooner and Marc D. Darmofal

Ms. Ellison explained the statutory requirement of the respective Collective Bargaining Agreements requires notice to the Select Board in order to receive a retirement bonus.

Motion: Mr. Espindola motioned to accept the police department retirement notifications from Marie Spooner and Marc Darmofal as outlined. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Ratification of Collective Bargaining Agreements, Police and Fire

The Memorandums of Understanding (MOU) with each union outline the specifics of each agreement including coming out of Civil Service. The cost-of-living adjustments and step increases have been outlined and are not impacted by the line items of the contingent and noncontingent budget.

Motion: Mr. Espindola motioned to accept and ratify the collective bargaining agreement between the town of Fairhaven and the New England Police Benevolent Association, Local 64, effective July 1, 2022 through June 30, 2025. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to accept and ratify the collective bargaining agreement between the town of Fairhaven and the Fairhaven Permanent Firefighters IAFF Local 1555, effective July 1, 2022 through June 30, 2025. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Use of Town Hall Auditorium:

Department of Fine Arts – Kid’s Art Day, Saturday, May 13, 2023

Motion: Mr. Espindola motioned to approve the use of Town Hall on May 13, 2023 for the Department of

Fine Arts, Kids Art Day and waive the rental and custodial fees. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Fairhaven Dollars for Scholars; Wednesday, May 24, 2023

Fairhaven Dollars for Scholars has requested the use of the Town Hall Auditorium for their awards ceremony on Wednesday, May 24, 2023.

Motion: Mr. Espindola motioned to approve the Fairhaven Dollars for Scholars event on May 24, 2023 and to waive the rental fee. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Northeast Maritime Institute Graduation, Saturday, September 16, 2023

The Northeast Maritime Institute has requested the use of the Town Hall Auditorium for their graduation ceremony on Saturday, September 16, 2023.

Motion: Mr. Espindola motioned to approve the Northeast Maritime Institute Graduation event to take place September 16, 2023. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Special One-Day Liquor License: St. Joseph Catholic Organization; Annual Blessing of the Bikes, Sunday, June 4, 2023.

Mr. Murphy stated he is on the St. Joseph's School Board with no monetary interest in this event.

Motion: Mr. Espindola motioned to approve the One Day liquor license for St Joseph Catholic Organization's annual blessing of the bikes to be held on June 4, 2023. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Transfer of License: C&F Property Development, LLC d/b/a Gene's Famous Seafood

An application was reviewed for the transfer of license from Alynicks dba Gene's Famous Seafood to C&F Property Development, LLC dba Gene's Famous Seafood

Motion: Mr. Espindola motioned to approve the transfer of license from Alynicks dba Gene's Famous Seafood to C&F Property Development, LLC dba Gene's Famous Seafood. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Host Community Agreement (HCA) Elevation Retail-completion date extension

Ms. Ellison reviewed the details of the request to extend the completion date by six months as outlined in their agreement terms. Mr. Sylvia asked if the reference to the Board of Selectmen be changed to Select Board.

Motion: Mr. Espindola motioned to approve a six months extension to the completion date, as outlined in section D 14 in the Terms of the Elevation Retail host community agreement. Ms. Powers seconded. Mr. Espindola amended his motion to include references within the HCA to the Board of Selectmen to be updated to Select Board. Ms. Powers seconded. The motion passed unanimously (5-0-0).

HRIS Study Summary

Ms. Ellison presented the summary for non-union employees which evaluates various positions and the market value for those positions. The Finance Committee is waiting for this to review for their Town Meeting recommendations. Ms. Ellison would like to fully review and evaluate the recommendations in the study and work with the Select Board to determine the future timeline on re-evaluations and implementation.

Economic Development discussion.

The Economic Development Committee (EDC) asked the Select Board to review the number of members due to losing a voting member. No action was taken on this item.

Discuss Monthly Year-to-Date Revenue and Expense Reports

Mr. Espindola spoke on this item and the financial policy stating the Board would receive regular reports on finances. Mr. Correy suggested incorporating it into the meeting structure.

Ms. Ellison said the current Finance Team is working on all requests, they are overburdened due to the open Finance Director/Treasurer/Collector position and commended them for all the work they are doing to produce every report asked for. She asked to move this to a future agenda, after Town Meeting so that an assessment can be produced and given full attention. Similarly, the Department of Revenue report recommendations are standard recommendations and similar to other communities. Ms. Ellison recommends reviewing what works for Fairhaven to have full checks and balances in place and work with the Finance Committee to ensure it has the full attention it deserves in the next fiscal year.

Financial Forecasting and Massachusetts Department of Revenue (DOR) request

Mr. Espindola spoke to this item and renewed his recommendation to add a request to the DOR queue for assistance with the template for reporting. He reached out to Zach Blake from the DOR who recommended Fairhaven add a request to the queue for a discussion because it can take time to be heard.

Ms. Ellison explained that this is operational and falls under administrative duties. There are many unknowns at this time to move forward with the current staff. Mr. Bienvenue recommends a different template. She recommended reviewing after Town Meeting when staff can address the issue.

Sign Annual Town Meeting Warrant

Motion: Mr. Espindola motioned to approve the warrant for town meeting to be held on May 6, 2023 and to instruct the constables to post in accordance with town bylaws and mass general law. Ms. Powers seconded. The motion passed unanimously (5-0-0).

CORRESPONDENCE

- Buzzard's Bay Action Committee Annual Assessment notification for FY24
- Commonwealth of Massachusetts; Request for Proposals (RFP) for leased space
- Office of Veteran's Services; Invitation to the Memorial Day Parade, Monday, May 29, 2023
- Massachusetts Association of Conservation Commission; Bruce Webb certificate of completion
- Millicent Library Board of Trustees letter

COMMITTEE LIAISON REPORTS

Mr. Espindola reported:

Updates from the Fairhaven Bikeway Committee, the Broadband Study Committee, the Broadband Coalition, SRPEDD, SMMPO, NE Maritime Institute – US Coast Guard Ceremony. He provided the Board with a copy of the SRTA schedule due to changes in the bus service to Fairhaven. (*Attachment A*). He also reported that SRPEDD applied for a digital equity fellow and are awaiting a response.

Ms. Powers had no meetings to report

Mr. Silvia reported:

The Marine Resources Committee met, the Harbormaster assisted the Department of Public Works putting in docks for the ramp at the marina. There is a question of ownership and Ms. Ellison advised that she has not

received a request for use of Town Counsel regarding this matter. Mr. Silvia said they are waiting for a hardcopy of the paperwork on this matter.

The Historical Commission is working on a schedule for the firing of the muskets and cannons

Mr. Murphy had no meetings to report

Mr. Correy had no meetings to report

PUBLIC COMMENT

Ms. Karen Vilandry of 34 Huttleston Ave. thanked the Board for their hard work on the budget with out jeopardizing public safety. She asked if the Planning and Economic Development Director reports out on development projects like a quarterly report that can be shared. Ms. Ellison addressed the concern and stated she can bring forward the request for regular updates to the Board on Economic Development. The Town is looking at all options to bring business into town. The Board raised other actions towards economic development like recommendations on the use of vacancies, the 40R Working Group, grant applications submitted for the Town and would welcome the Planning Director to a future meeting to discuss.

BOARD MEMBER ITEMS

Mr. Silvia suggested the Board forego their stipends in response to calls about the override.

Mr. Murphy thanked the Belonging Committee and the Rotary Club for hosting the April 1st Food Drive. He also thanked Kelly from his campaign team who he forgot to mention on election night.

Mr. Correy asked the Board to review their calendars for availability for a Select Board retreat. He reminded everyone to get involved, it has been nice to see new members on boards and committees.

News and Announcements:

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

Meeting adjourned at 9:59PM

Respectfully submitted on behalf of the Select Board Clerk (ah)

Attachments:

- A. Committee Liaison Report – Robert Espindola**



FAIRHAVEN SELECT BOARD

Meeting Minutes

May 1, 2023 - *DRAFT*

Present: Vice-Chair Charles Murphy Sr., Clerk Stasia Powers, Select Board member Keith Silvia, Select Board member Robert Espindola, and Town Administrator Angie Lopes Ellison.

Not Present: Chair Leon Correy

The meeting was videotaped by Cable access and Zoom meeting application.

Mr. Murphy opened the Select Board meeting at 6:30PM

A moment of silence was observed to bring peace into our world

Motion: Mr. Espindola motioned to enter Executive Session and return to Open Session at 7:00PM pursuant to G.L. c. 30A, § 21(a)(7) “[t]o comply with, or act under the authority of, any general or special law or federal grant-in-aid requirements”: Public Records Law, G.L. c. 4, s. 7(26) and Open Meeting Law, G.L. c. 30A, §§ 22(f), (g) (*Conservation Commission legal opinion*). Ms. Powers seconded. Roll Call Vote, Mr. Espindola in favor, Ms. Powers in favor, Mr. Silvia in favor and Mr. Murphy in favor. The motion passed unanimously (5-0-0).

The Select Board returned to Open Session at 7:35PM

Mr. Murphy stated that the Executive Session was to meet with Town Counsel to review the Conservation Commission operations. Town Counsel will be drafting policies, procedures, standards of operating processes. In this session we were advised that all alternates are not authorized in these statutes. Effective immediately we will be eliminating alternates from boards and committees and notifications will be sent to boards this week except where statutorily authorized.

MINUTES

Motion: Mr. Espindola motioned to accept the Open Session minutes of March 20, 2023. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to accept the Executive Session minutes of March 20, 2023. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to accept the Open Session minutes of March 23, 2023. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to accept the Open Session minutes of March 28, 2023. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to accept the Open Session minutes of April 3, 2023. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to accept the Open Session minutes of April 11, 2023. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to accept the Executive Session minutes of April 11, 2023. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Public Hearing:

The Public Hearing for the discontinuance of Shirley Street, south of Jason Terrace and north of 4 Shirley Street was reopened at 7:39PM

Ms. Ellison reviewed the status of this item that was continued from the April 18, 2023 meeting and discussed her memo to the Board with Town Counsel's opinion (*Attachment A*). Town Counsel's recommendation is to postpone it to a later date due to the time it will take to review all factors and secure the Town's interest; because this is part of a Town Meeting article on May 6, 2023 there would not be time to care for it fully.

The Board asked about the overall process and timing. Ms. Ellison explained potentially mid-August if a Request for Proposals (RFP) is needed. Through contacting the Town Clerk, the Town has a fee interest from 1963 which would mean we need to follow 30B.

Mr. Davignon of Schneider, Davignon and Leone who represents the petitioner addressed the Board to clarify the status and stated concerns if it is put out to bid and purchased by someone else.

Public Comment:

Mr. Al Ouellette, 7 Shirley St., addressed the Board and stated the site has wrecked cars, potentially leaking oil into the sewer drains. He showed pictures from around the area to highlight his concerns. He added that the State had cut off the old Alden Road and put up a guard rail and the owners propose removing the guard rail. The area is being used by employees and customers and if the fence is extended across Shirley St. at Jason Terrace it will encroach onto Jason Terrace with people using the other side of the fence. The wrecked cars in the back are jeopardizing others' property values.

Ms. Rouba Sarkis, owner of A&A Auto addressed the Board and stated the business is a repair facility and there are cars there needing repair. The area is a commercial area which would or should have been known when people purchased homes in that area. She stated the Planning Board encouraged them as owners on both sides to petition for the street discontinuance. The fence should help to not have people parking beyond the fence but it is hard to distinguish where the business starts and ends.

Mr. Davignon was asked how much land the Sarkis' own and if he could relate what portions Mr. Ouellette's pictures relate to. Mr. Davignon reviewed and pointed to some of the outlined portions of the map. He also stated the guard rail would be removed if there was a fence across the area.

Motion: Mr. Espindola motioned to postpone the request for discontinuance until further notice and review of the 30B protocols. Ms. Powers seconded. The motion passed unanimously (4-0-0)

The Public Hearing for Eversource: petition for FO pole installation and conduit under public road; Causeway Rd. and Alder St. was re-opened at 7:58PM

No Eversource representative was present and no information from the Eversource engineers was received.

Public Comment:

Mr. Dan Wood of 7 Causeway Road addressed the Board and said he sent pictures to the Board individually and he feels the proposal would interfere with his use and enjoyment of the property. He requested notification of when Eversource is able to appear.

Motion: Mr. Espindola motioned to continue the Eversource petition for FO pole installation and conduit under public road at Causeway Road and Alder St and only schedule a public hearing after we receive the information from Eversource as requested and have notified the residents that it will be on our agenda. Ms. Powers seconded. The motion passed unanimously (4-0-0)

The public hearing on 99 Restaurants of Boston, LLC: Change of Manager and Change of Officers/Directors was opened at 8:05PM.

Proposed new manager is Linda Belliveau and proposed new officers are Clinton Lautenschlegar, Marjorie Nemzura, Phillip Purcell, Mark Spurgin and Kara Jacobs.

Public Comment: No public comment received

The public hearing on 99 Restaurants of Boston, LLC: Change of Manager and Change of Officers/Directors was closed public hearing at 8:07PM

Motion: Mr. Espindola motioned to approve the change of manager from Amy Sherburne to Linda Belliveau for The 99 Restaurant of Boston, LLC and to approve the change of Officers from Wendy Harkness, Charles Noyes and Kurt Schnaubelt to Clinton Lautenschlegar, Marjorie Nemzura, Phillip Purcell, Mark Spurgin and Kara Jacobs. Ms. Powers seconded. The motion passed unanimously (4-0-0)

TOWN ADMINISTRATOR REPORT

Ms. Ellison updated the Board on:

- Staffing Updates, Paul Foley resigned as of last Friday. The Planning and Economic Development Director position has been posted. The Town is also still searching for a Finance Director/Treasurer/Collector and may consider the use of a third-party consultant.
- The Summary Report from Mr. Bienvenue was received over the weekend and forwarded to the Board. His recommendations are similar to some from the Department of Revenue.
- The Department of Revenue Report dated August 2022 will be passed over.
- In reviewing the Town Meeting booklet there were errors and an addendum sent to all Town Meeting members and re-posted online. The three corrections are indicated with an asterisk. Ms. Ellison asked the Board to review the documents and advise on any issues or questions so that final documents can be prepared for the Town Moderator.
- The Municipal Aggregate contract is expiring and bids are opening on May 2, 2023. Ms. Ellison opted for the state standard which is the same as the Good Energy report from April 3, 2023. The clean option would be ten percent higher, the option of the state standard does show some savings.
- The Greater New Bedford Regional Vocational Technical High School Regional School Committee opportunity has been posted on the Volunteer page on the Town's website. The Chair of the Select Board, Town Moderator and Chair of the School Committee are the appointing authority. Anyone interested should complete the volunteer application form. Mr. Brian Monroe, Vice-Chair of the School Committee suggested newspaper ads and social media for more exposure to a broader audience.
- The Conservation Commission report was addressed in Executive Session with Town and Labor Counsel.

Mr. Espindola asked follow-up questions about the Town Administrator's report regarding the budget summary report and asked if it could be posted online for the public. Mr. Espindola suggested a meeting the morning of the Town Meeting to care for any last-minute items. Ms. Ellison proposed 8AM. Mr. Espindola questioned if the Board could be involved in the Municipal Aggregate process as it had been previously treated as a policy decision so the Board could weigh in. Ms. Ellison explained that the Board could vote on an alternative tonight. Ms. Ellison stated that the options were reviewed with the consultant and the default is the state standard.

Ms. Powers asked for more information. Ms. Ellison will schedule Good Energy for a future meeting.

Mr. Espindola asked if there would be any videos or presentations from the Board or Department of Public Works or other departments ahead of Town Meeting to educate the public. Ms. Ellison explained that there is a video presentation on the budget posted online which will be played at Town Meeting and is posted on the FY24 Override Hub online.

Conservation Commission Candidates

Caroline “Carrie” Hawthorne via zoom, addressed the Board and spoke to her background, training and interest in being appointed as a full member of the Conservation Commission.

Chelsea Isherwood via zoom, addressed the board and spoke to her application, background and interest in being appointed as a full member of the Conservation Commission.

Motion: Ms. Powers motioned to appoint Caroline Hawthorne to the Conservation Commission for a term to end May, 2024. Mr. Espindola seconded. The motion passed (3-1-0). Mr. Murphy, Ms. Powers and Mr. Espindola in favor, Mr. Silvia opposed.

Ms. Ellison explained the term would be through May 2024 because this appointment is to complete a resigning member’s term.

Use of Town Hall for Concerts under the Stars, Thursdays from July 13-August 10, 2023

The Fairhaven Improvement Association requests the use of Town Hall to host this event outside of the Town Hall and use bathroom facilities and power.

Motion: Mr. Espindola motioned to allow the Concerns under the Stars to take place on the following dates: July 13th, July 20th, July 27th, August 3rd and August 10th, all Thursday nights, starting at 7:00PM. Ms. Powers seconded. The motion passed unanimously (4-0-0)

Shed registration

Ms. Ellison presented information from the Building Commissioner for a shed registration process. This new initiative is for registering sheds under 200 square feet and would be for new and existing sheds. It is a one-time voluntary registration and includes documenting setbacks. Ms. Ellison had Town Counsel review and was advised it is similar to other municipalities and Ms. Ellison recommends the Board endorse the process.

Mr. Silvia explained that structures over 200 square feet require a building permit and this process appears to be to help control adherence to those rules when a building permit is not required.

Mr. Espindola asked how this will be communicated and how the Assessors will address it. Ms. Ellison will review the implementation and communication process with the Building Commissioner.

CORRESPONDENCE

- Eversource: tree and vegetation maintenance notice

COMMITTEE LIAISON REPORTS

Mr. Silvia had no meetings to report

Ms. Powers had no meetings to report

Mr. Espindola reported:

Updates from the Fairhaven Bikeway Committee, the Broadband Study Committee, the Broadband Coalition and SRPEDD. (*Attachment B*). He attended the Fairhaven-Acushnet Baseball League opening day and a dedication was made at the event to the Matty Oliveira Memorial Fund.

Mr., Murphy reported:

The Cherry Blossom Festival that was to take place on May 7th was canceled and the Sister City Committee will be focusing on the upcoming Manjiro Festival on October 7th.

PUBLIC COMMENT

Mr. Jay Simmons, 14 Oxford St. addressed the Board via zoom with concerns that the public notice of the opening for the Conservation Commission was only on the Town's volunteer page and felt it should have been in the Neighborhood News. Ms. Ellison explained that we do not typically advertise these types of vacancies in the newspaper. Mr. Simmons asked for the reason associate members are being eliminated. Mr. Murphy explained that it is not in the statute and due to the advice from Town Counsel. Mr. Espindola added that Town Counsel said associate members cannot be voting members so having an associate or non-voting member has no privilege.

Ms. Amy DeSalvatore, Conservation Commission member, addressed the Board via zoom and stated that associate members have had the right to speak and never to vote and it has been a convenient tool to train them to be full members. It takes experience and time to be an effective member.

Ms. Karen Isherwood, 3 Teal Circle addressed the board via zoom and stated the Conservation Commission does not have associate members, they have non-voting consultants under the Wetlands Protection Act and determined by the Conservation Commission back to 2020 if you review the minutes.

Mr. Espindola asked about the distinction between attending a meeting and being an associate member; anyone attending a public meeting can speak at the discretion of the Chair. Ms. Ellison added that Town Counsel would be the appropriate entity to weigh in on that distinction.

BOARD MEMBER ITEMS

Ms. Powers reminded everyone that Precinct Meetings are Wednesday at 6:30PM at the Hastings Middle School followed by the Town Meeting Prep with the Town Moderator.

Mr. Espindola asked about agenda items and if there should be times set for public hearings. He suggested the category of Action be Action/Discussion.

Mr. Murphy reminded everyone to get involved and come out to volunteer.

News and Announcements:

The next regularly scheduled meeting of the Select Board is *Monday, May 15, 2023* at 6:30 p.m. in the Town Hall Banquet Room. The Select Board will meet at a time to be determined on Saturday, May 6, 2023 prior to Town Meeting.

Meeting adjourned at 9:21PM

Respectfully submitted on behalf of the Select Board Clerk (ah)

Attachments:

- A. Town Administrator memo: Shirley Street discontinuance
- B. Committee Liaison Report-Robert Espindola



FAIRHAVEN SELECT BOARD

Meeting Minutes

May 6, 2023 - DRAFT

Present: Chair Leon Correy, Vice-Chair Charles Murphy Sr., Clerk Stasia Powers, Select Board member Keith Silvia, Select Board member Robert Espindola, and Town Administrator Angie Lopes Ellison.

The meeting was videotaped by Cable access and Zoom meeting application.

Mr. Correy opened the Select Board meeting at 8:06AM

Preparation for Town Meeting:

Ms. Ellison reviewed the reason for the meeting is to prepare for today's Town Meeting and address any issues or concerns that may have come up.

Mr. Espindola asked if the memo from Town Counsel would be made available to Town Meeting Members. Ms. Ellison advised the Board that Ms. White will be attending Town Meeting to address any issues. There is no additional debate scheduled to take place by the Board on articles.

Mr. Andrew Jones, Precinct 2 Town Meeting member addressed the Board regarding concerns on Article 20 and the proposed amendment to the bylaw. He would like an indefinite postponement be considered and has discussed the issue with members of the Select Board and Conservation Commission. He will present an alternate motion on the floor. He sent it to the Town Moderator and is looking for support from the Board on the alternate motion.

Discussion ensued regarding the opportunity to discuss Article 20 and receive feedback from the Conservation Commission and Town Counsel's direction as well as general processes for debate and meeting protocols.

Ms. Ellison advised the Board the information on the articles has been public for over a month and online and they have had the opportunity to review and discuss. The articles are now the responsibility of Town Meeting members. Through this process, every warrant article can be reconsidered and it is up to Town Meeting members to address on the floor today.

Mr. Correy addressed the Board regarding emails last night sent to Town Counsel outside of established Select Board protocols.

Mr. Espindola stated his concern was whether the Conservation Commission had been made aware and had an opportunity to be heard.

Motion: Mr. Espindola motioned to reconsider Article 20. Ms. Powers seconded. The motion does not pass (0-5-0)

Recommendation of Warrant articles:

Ms. Ellison advised the Board the only article they had not made a recommendation on was Bills of Prior Year.

Motion: Mr. Espindola motioned to recommend adoption of Article 4, Bills of Prior Year for one-thousand, five-hundred and seventy-five dollars (\$1,575) Cabot Risk Strategies, LLC. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Meeting adjourned at 8:27AM

Respectfully submitted on behalf of the Select Board Clerk (ah)



Public Hearing

6:40PM - Change of Manager

Paul's Sports Corner, Inc.

From Nancy Gordon to Michael Scott Landry

6:45PM - Blue Stream Shellfish, LLC

Install two solar powered floating upweller raft systems (FLUPSYs) on a fixed point in Round Cove



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

B 1

AMENDMENT-Change of Manager

Change of License Manager

1. BUSINESS ENTITY INFORMATION

Entity Name

Municipality

ABCC License Number

Paul's Sports Corner, Inc

Fairhaven

00004-RS-0384

2. APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name

Title

Email

Phone

Nancy Gordon

Manager

Brewserver@aol.com

508 - 997 -809

3A. MANAGER INFORMATION

The individual that has been appointed to manage and control of the licensed business and premises.

Proposed Manager Name Michael Scott Landry

Date of Birth

SSN

Residential Address

19 Howland Rd. Fairhaven, MA 02719 unit 3

Email

Bar10dermike@aol.com

Phone

5088898302

Please indicate how many hours per week you intend to be on the licensed premises

80+

Last-Approved License Manager

Nancy Gordon

3B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

Yes No *Manager must be U.S. citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers. Have you ever been convicted of a state, federal, or military crime?

Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

3C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
1989		bartender/maintenance	Paul's Sports Corner	Paul Gordon
1989	1998	sales rep	JJ Taylor	Richard Murphy

3D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate.

Operations Plan

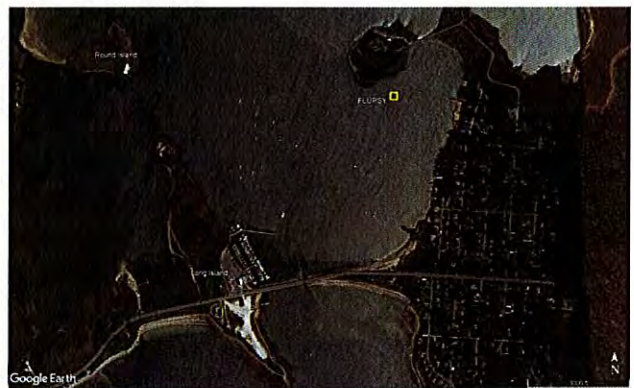
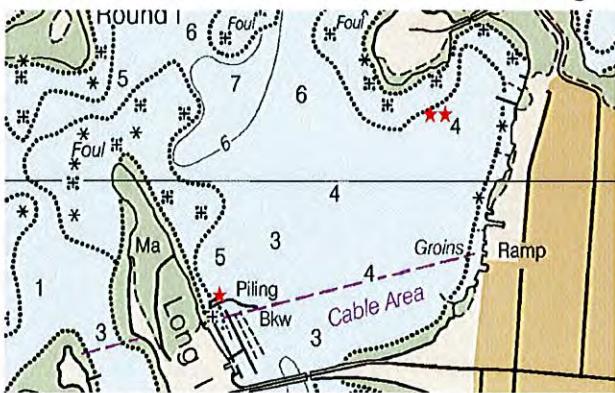
FLUPSYs in Round Cove



Objective: To deploy two solar powered floating upweller raft systems on a fixed three point mooring in Round Cove. Placement of the FLUPSY raft systems is to protect the small seed contained in the nursery from damage or loss due to northeast winds while holding the rafts in a set orientation to the sun during the interval when in use.

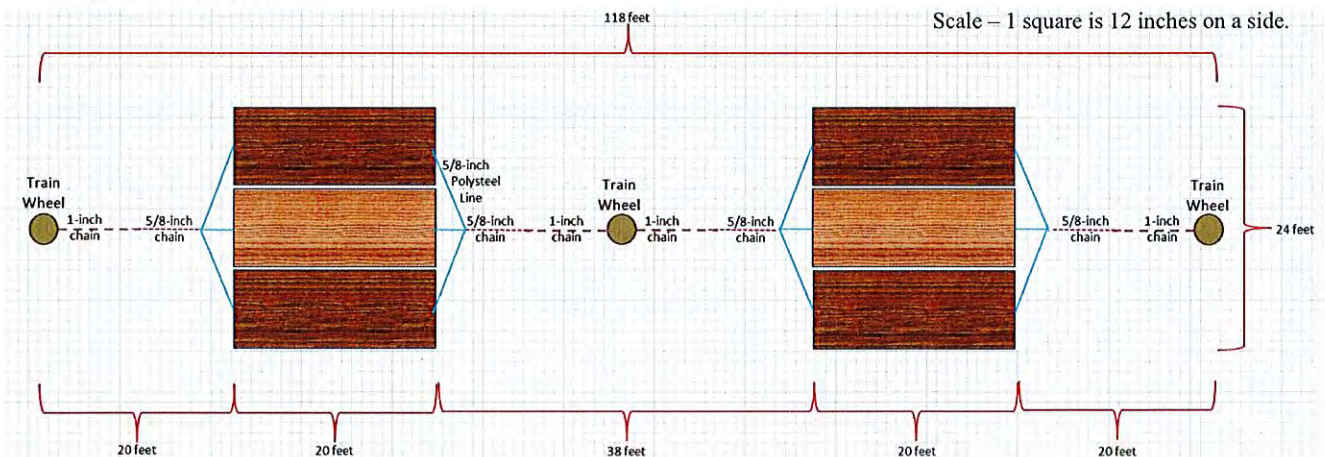
Time of Use: 15 May to 1 December of each year. The rafts will be deployed at the mooring site at the start of the season and removed from the site at the end of the season. The structures will be stored on land when not in use.

Location: Lat: 41° 36' 05.26"N Long: 70° 50' 18.31"W



As noted above, the site was selected to protect from northeast winds, which can flush small oyster seed from the structure with a strong wave surge through the raft system. Additionally, the site was restricted to require 4 feet of water at low tide but not in deep enough water to interfere with normal operations in the mooring field.

Proposed Layout:



Each self-contained raft system is composed of three 8' by 20' floats, where two of the rafts are conventional FLUPSYs to hold oyster seed while the third raft holds the photovoltaic infrastructure (panels, batteries and electronics) required to operate the complex. The resulting raft complex is approximately 20' by 24' and there will be two of these complexes moored at the Round Cove site. The previously approved third raft complex will remain moored with the BSS Harvest Barge at the north end of West Island Marina.

The mooring array will consist of a three-point bridle of 5/8" Polysteel line from the raft complex shackled to an 10-foot length of 5/8" galvanized riser chain that is, in turn, shackled to 10 feet of 1" galvanized bottom chain looped through the center opening of a 600 lb. train wheel. The two raft complexes will be held in an east/west linear configuration near the 4-foot (MLW) contour with train wheel moorings at each end and in the middle of the two rafts. The overall footprint of the entire raft system with moorings is 118' by 24' (2,832 square feet), equivalent to 0.065 acres.

Operations:

The BSS nursery, consisting of two FLUPSY systems at Round Cove and one FLUPSY system at the BSS Harvest Barge, will be stocked with up to 6 million oyster seed starting at approximately 2.5 to 3 mm in length (June) and held in the complex until they achieve a size of 20-25 mm in approximately 3-4 months. At the 20-25 mm length, the juvenile oysters will be transferred to the West Island farm site.

The FLUPSY complexes will be visited daily and cleaned of biofouling semi-weekly by BSS employees. The stock will be removed and size-graded on a semi monthly basis to ensure optimal growth and to remove 20-25 mm juveniles for transfer to the farm.

The total raft complex at Round Cove will be deployed in early May and will be removed on or about 1 December of each year for land-based storage.



Town Administrator Report

FY22 Audit Report: Marcum LLP (formerly Melanson)
- on file in Select Board and Town Accountant Office

FairhavenTV wins 2023 Hometown Media Award for “Best Magazine Show”

Rogers School Clean-up date

Vineyard Wind project



For Immediate Release

Fairhaven TV Wins 2023 Hometown Media Award from the Alliance for Community Media Foundation

*Independent Producer David Fauteux and Host Charlie Murphy took home the **Best Magazine Show** award*

FAIRHAVEN — May 25, 2023 — Fairhaven TV independent producer David Fauteux and host Charlie Murphy received a 2023 Hometown Media Award from the Alliance for Community Media Foundation. The awards program was established to honor and promote community media, community radio, and local cable programs that are distributed on Public, Educational and Governmental (PEG) access cable television channels. Proceeds go to the ACM Foundation which is exclusively used for facilitating, preserving and promoting education in community media.

For an episode of their interview show *The Magazine*, David and Charlie won “Best Magazine Show”, which recognizes “programs comprised of several pre-produced segments or stories on different topics that are introduced by a host or narrative.” Fairhaven TV chose to enter their 2022 Year in Review episode, as it highlights the year’s fantastic stories on local people and businesses. To watch the winning program, visit www.fairhaventv.com/single-post/the-magazine-2022-year-in-review.

Producer David Fauteux says, “I’ve been producing programming, on and off for Public access since 1982, so it’s an honor to be recognized by the Alliance for Community Media Foundation for doing something that you enjoy doing. Host Charlie Murphy and myself hope to continue *The Magazine* into the future, recognizing individuals within our community for their talents and skills.”

Host Charlie Murphy remarks, “This is an amazing recognition of the local approach that we do to highlight so much of our community! I am so honored to have this recognition and for David Fauteux, who is an amazingly talented man to gain this recognition. Our hard work has paid off!”

Fairhaven TV Director Derek Frates comments, "*The Magazine* exemplifies how important and impactful public access and community media can be. David and Charlie continue to produce high quality shows that touch on a variety of human-interest stories in the community. They've produced 41 episodes in just two and a half years ranging from spotlighting local business to events and traditions around town and beyond. Fairhaven is fortunate to have volunteer creators like them."

Each year, nearly one thousand entries are submitted. These entries, or programs, are submitted and evaluated on several factors resulting in over 100 award winners. A panel of over 150 judges from the industry evaluate the entries. Awards are presented to the most creative programs that address community needs, develop diverse community involvement, challenge conventional commercial television formats, and move viewers to experience television in a different way.

"The Hometown Media Awards celebrate both the excellence of work and the diversity of media that appears on community channels being produced around the country. The ACM Foundation is proud of their achievement and of how they represent their communities in their work," says Mike Wassenaar, president & CEO, Alliance for Community Media.

The team will receive their award in person at the 2023 ACM Hometown Media Awards Ceremony in Brooklyn, New York, on June 28th.



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About the Alliance for Community Media (www.allcommunitymedia.org)

Founded in 1979, the Alliance for Community Media is a national, non-profit membership organization committed to ensuring access to electronic media for all people. The Alliance for Community Media carries forth its mission by educating, advocating and acting as a resource for the more than 3,000 Public, Educational and Governmental (PEG) cable channels nationwide.

Contact: Fairhaven TV | fairhaventv@gmail.com | (774) 328-0258 |

Wed, May 24, 2023 at 8:23 AM

Sue Loo

To: Angeline Lopes Ellison

Cc: Amy Hart, Kevin Fournier

Good Morning!

Where we had to cancel the original date for the Rogers Clean up, I would like to get your ok to reschedule it for Saturday June 10 from 10 to 12.

As previously we do not require the building to be open.

Rain date would be the 17th.

Thank you!

Sue

Vineyard Wind project

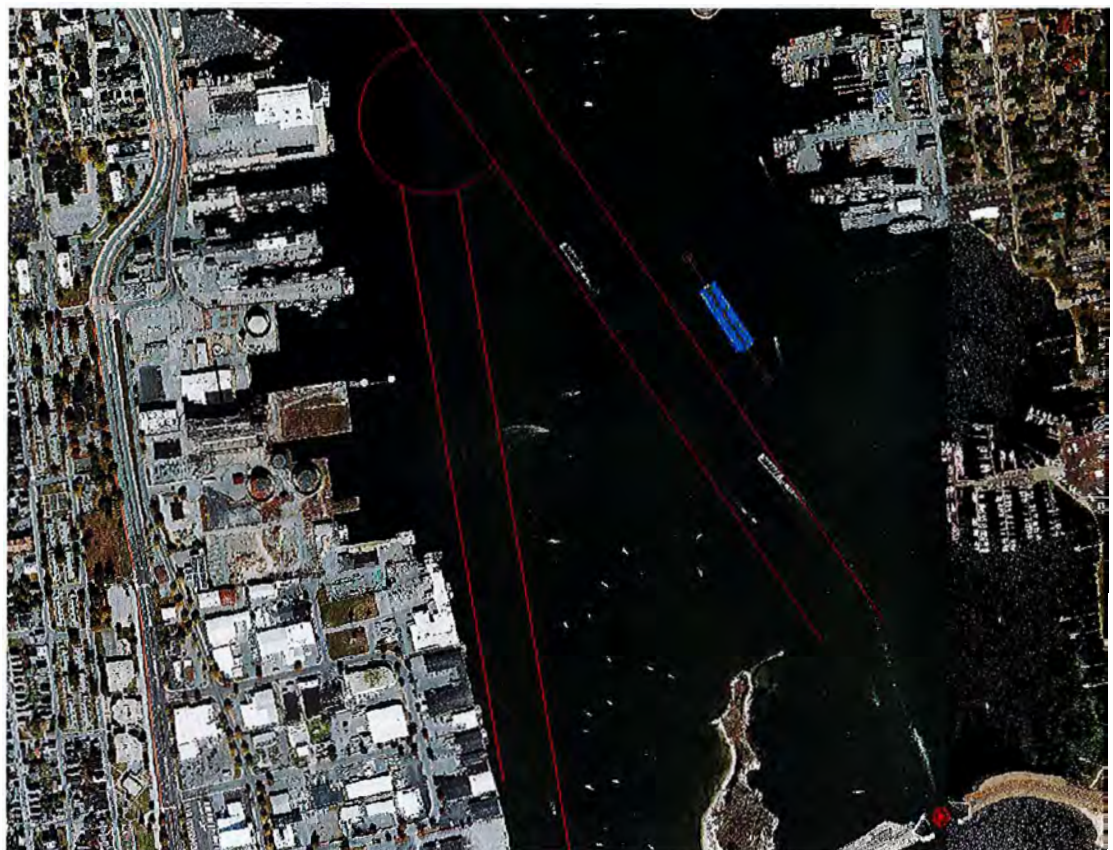
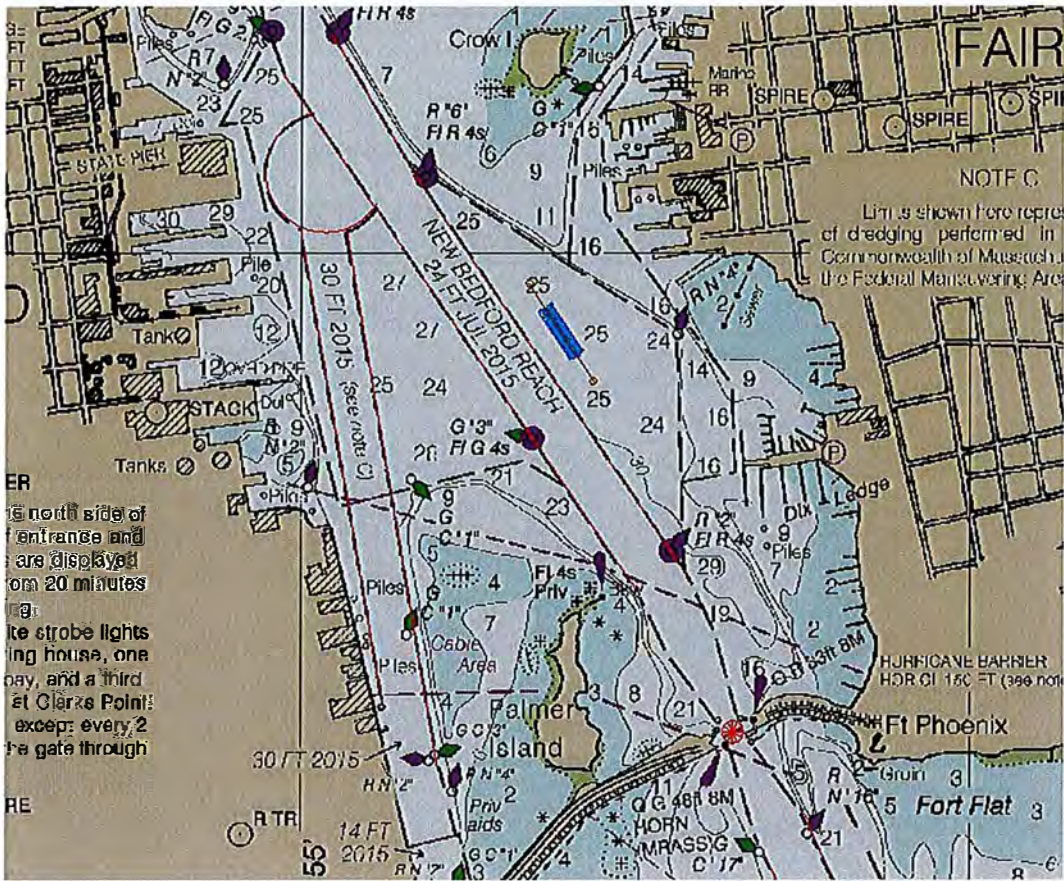
Request to moor a 400' x 100' (4x1) barge in the harbor anchorage off Fairhaven, below please find two scale images of the proposed location. We have also included a picture of the barge, although without the deck mounted equipment racks currently being added. The mooring layout would involve our deployment of two 10,000 pound anchors suitable for the soft bottom, mounted fore and aft (NW/SE). They would be attached to visible mooring buoys which would remain on the surface when the vessel was off the mooring.

As mentioned, two 4x1 feeder barges are expected to arrive in port no later than early June. They are currently being fit by DEMA to carry Vineyard Wind offshore equipment on a routine schedule from the Marine Commerce Terminal (MCT) to the installation site throughout construction. They will be handled by Foss tugs, scheduled to arrive with the barges.

When the barges are not being loaded or offshore (construction or weather delay), the current plan is to berth one barge at MCT and berth the second barge at the Foss Terminal. As dredging is expected to be complete in late Q4 2023, we will look at options to moor a barge at the Foss Marine Terminal at that time.

For a proposed location, we chose the western center side of the designated anchorage directly opposite the Foss Marine Terminal as a recommendation. We certainly can move the proposed location within the anchorage at your discretion.





MEMORANDUM

To: Town Administrator and Select Board Chair

From: Maggie Rocha, Fairhaven Fire, Local 1555

Date: May 24, 2023

Re: Muscular Dystrophy Fundraiser from FFD

This is Maggie Rocha from Fairhaven Fire, Local 1555. I am the Union Delegate spearheading our Local's partnership with the MDA. I am writing to ask for collaboration with you and/or any other members of the Selectboard/use of Town Hall Property (potentially)

I have designed a fundraiser called "Flock-A-Thon for MDA." The Muscular Dystrophy Association is an organization that since 1954 has been in partnership with the IAFF (International Association of Fire Fighters.) Over that partnership, billions of dollars have been raised. This money goes towards pharmaceutical research, (new drugs have helped patients WALK!!) wheelchairs, accessible recreation, medical care and supplies and education for those caring for their loved ones who are diagnosed and battle neuromuscular disease.

Over the past few years, due to the pandemic, they took a HUGE hit in the donations they usually received due to obvious reasons. Sometimes as you know, when things are out of sight, they are out of mind. I am looking to change that. I would like to have the Neighborhood News also build a story about the flock-a-thon. I was also planning on flocking the Chief, my sister, etc and then it would hopefully snowball from there as I would afford those flocked the choice on who they want to be flocked next.

I am looking to "flock" with lawn ornament flamingos on Fairhaven residents' lawns and then that person who has been flocked is challenged to donate to MDA, and then chose the next participant. I would like to flock the town hall, and then maybe the DPW to see if I can build a following. I'm not sure if it would make sense to do that. I certainly don't want to cross any lines.

Not only would this raise money for the MDA but it would bring awareness to what the firefighters "Fill the Boot" is for and why we partner with this organization. It truly has changed so many families' lives for the better. Recently we got to meet a couple families who live and care for a child, brother, etc. and it was really rewarding to see how much support MDA has been able to provide.

The Flock-a-thon will essentially a "Virtual Fill The Boot" option with a QR code provided on the flyer that will be laminated and attached to one of the flamingos to provide information to donate and my number to call to remove/flock the next participant!

If you have any questions please call me.

I am very excited to put this fundraiser on and I think with some good PR we can make it the success I envision it to be.

Thank you for your time.

-Maggie Rocha
Secretary, Fairhaven Fire Fighters Association, L1555

Salt Winds CR Overview
Sconticut Neck Road, Fairhaven

Property Basics

- 3.4 acres
- Open upland fields, currently enrolled in agricultural use (Chapter 61A)

Conservation Values Protected

- Prime Agricultural Soils – 100% of property is classified as having prime farmland soils
- Habitat Protection – property provides wildlife habitat buffer
- Open Space Expansion – will abut BBC's Salt Winds Reserve Area and is across Sconticut Neck Road from the 53-acre protected Shipyard Farm property
- Water Quality Protection – helps protect Outer New Bedford Harbor's water quality
- Scenic Resource – helps maintain the highly scenic coastal landscape of lower Sconticut Neck
- Governmental Planning – supports Town OSRP and state conservation policies

CR Restrictions

- No subdivision of property or additional residential uses
- No temporary or permanent structures
- No mining or removal of soil, sand, rock
- No storage of debris, trash, junk
- No introduction of invasive species
- No activities detrimental to drainage, water quality, flood control
- No motorized recreational vehicles/ATVs

CR Reserved Rights

- Passive recreation (non-motorized activities)
- Vegetation management (pruning, trimming, cutting, mowing)
- Agricultural activities/support structures (per a farm conservation plan)
- Habitat restoration
- Use of motorized vehicles for exercising reserved rights (except passive recreation)

Salt Winds Conservation Project, Fairhaven



GRANTOR: EAGLE'S WING REAL ESTATE, LLC

GRANTEE: BUZZARDS BAY COALITION, INC.

ADDRESS OF PREMISES: 732 Sconticut Neck Road

Fairhaven, Massachusetts 02719

**FOR GRANTOR'S TITLE SEE: Bristol County (Southern District) Registry of Deeds
at Book 14399, Page 153**

GRANT OF CONSERVATION RESTRICTION

Salt Winds, Sconticut Neck Road, Fairhaven

Fairhaven CR # 20

I. STATEMENT OF GRANT

EAGLE'S WING REAL ESTATE, LLC, a Massachusetts limited liability company with an address of 732 Sconticut Neck Road, Fairhaven, Bristol County, Massachusetts 02719, being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to **BUZZARDS BAY COALITION, INC.**, a Massachusetts non-profit corporation with an address of 114 Front Street, New Bedford, Bristol County, Massachusetts 02740, its permitted successors and assigns ("Grantee"), for consideration of less than One Hundred and No/100ths Dollars (\$100.00), **IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES**, the following Conservation Restriction on land located in Fairhaven, Bristol County containing the entirety of a 3.3 acre, more or less, parcel of land ("Premises"), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

Grantee is a publicly-supported, tax-exempt non-profit organization dedicated to the restoration, protection and sustainable use and enjoyment of Buzzards Bay and its watershed through education, conservation, research and advocacy with a watershed protection program working to preserve and conserve natural areas for natural resource protection, aesthetic, scientific and educational purposes. BBC has received a letter dated April 14, 2004 from the Internal Revenue Service, a copy of which is on file at the offices of BBC, to the effect that Grantee is not a private foundation within the meaning of § 509(a) of the Internal Revenue Code of 1986.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and available for agricultural use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of Sconticut Neck and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including Grantee’s 5-acre Salt Winds Reserve and is directly across Sconticut Neck Road from Fairhaven-Acushnet Land Preservation Trust’s 53-acre Shipyard Farm property. Protection of the Premises adds to the assemblage of existing protected land in the immediate area of Sconticut Neck.
- Soils and Soil Health. The entire Premises is mapped as having soils categorized as Prime Farmland as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils practices as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws.
- Biodiversity. The Premises includes areas designated as Critical Natural Landscape, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Water Quality. Protection of the Premises will prevent the conversion of the land to residential use and its associated impacts (impervious surface, stormwater runoff, landscaping fertilizer). This protection will not add impact to the waters of Outer New Bedford Harbor just west of the Premises and will help maintain the water quality there and, by extension, in Buzzards Bay;
- Working Farmland and/or Forest Land. The protection of the Premises will ensure that the open fields contained on the Premises will be permanently available for agriculture and forestry that is consistent with the Purposes.
- Consistency with Clearly Delineated Local Governmental Conservation Policy. Protection of the Premises supports the Town of Fairhaven’s Open Space and Recreation Plan

("OSRP") that calls for the preservation of farmland, an increased awareness of open space and protection of habitats and landscapes. Specifically, protection of the Premises supports the goal of preserving important agricultural soils and participation in farmland preservation programs under Chapter 61A of the Massachusetts General Laws (Goal 1) as the soils of the Premises are classified as entirely Prime Farmland, the goal setting aside more land for conservation and open space (Goal 3) as protection of the Premises will prevent land use conversion and its associated impacts, the goal of protecting lands and habitats that are mapped by the Commonwealth as important for biodiversity (Goal 5) as the Premises contains BioMap2 Critical Natural Landscape and the goal of preserving landscapes important to the Town (Goal 6) such as those found on Sconticut Neck that maintain scenic views and the rural character of that part of Fairhaven. These OSRP goals are echoed in the Town of Fairhaven's Master Plan evidencing their importance. The Town of Fairhaven's understanding of the importance of preparation for the effects of climate change are voiced in the Town's Municipal Vulnerability Preparedness and protection of the Premises helps achieve high priority actions noted like the importance of land conservation and the effectiveness of natural protective systems.

- Consistency with Clearly Delineated State Governmental Conservation Policy. Conservation of the Premises is in furtherance of the clearly delineated policies of the Commonwealth of Massachusetts to encourage land conservation as exhibited by the designation of areas of the Premises as being NHESP BioMap2-designated Critical Natural Landscape which helps protect terrestrial biodiversity within the Commonwealth. The protection of farmland is supported by the Premises' current enrollment in Chapter 61A which supports lower property taxes for land kept in agricultural use. Protection of the Premises is also consistent with the Buzzards Bay Comprehensive Conservation and Management Plan. This plan developed by the Buzzards Bay National Estuary Program (a cooperative effort sponsored by the Executive Office of Environmental Affairs and the United States Environmental Protection Agency) includes protecting open space in its action plan, with the objectives of improving water quality and protecting biodiversity.
- Consistency with Clearly Delineated Federal Governmental Conservation Policy. Protection of the Premises is for the scenic enjoyment of the general public of Sconticut Neck and this part of Fairhaven and will yield a significant public benefit meeting IRS Code Section 170(h)(4)(A)(iii)(I) and is pursuant to clearly delineated federal, state and local conservation policies meeting IRS Code Section 170(h)(4)(A)(iii)(II).

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement,

graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;

2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes;
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any

other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Brush Piles. The stockpiling, composting and occasional burning (said burning to only be during non-nesting seasons; generally October 1 through March 31), of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such activities are conducted in locations where they will not impair the Conservation Values (including scenic values) of this Conservation Restriction. No such activities shall allow for the creation of “stump dumps” or take place closer than one hundred (100) feet from the boundary of the Premises or from any wetland, waterbody or stream. Any burning of brush piles shall be done in accordance with NHESP recommendations;
4. Existing Structures. The maintenance, habitation, renovation and/or reconstruction of the structures (ie. garage/apartment, shed, paved driveway) existing at the time of this Conservation Restriction as documented in the Baseline Report (see Paragraph XV.), including all electrical, water, cable and wastewater utility systems necessary to service the structures. No increase in the footprint of the structures is allowed.
5. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
6. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by

the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;

7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
8. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments or as necessary for engaging in the exercising of the Permitted Acts and Uses.
9. Outdoor Passive Recreational and Educational Activities. Walking, running, cross-country skiing, picnicking, birding, non-vehicular camping, general flora and fauna observation, horseback riding, non-motorized biking and other non-motorized outdoor passive recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities, and the use of power-driven mobility devices by persons who have mobility impairments to be operated on farm roads and trails to the extent possible;
10. Agricultural Activities.
 - a. Permitted Activities. “Agricultural Activities” are collectively defined as “Animal Husbandry” and “Horticulture,” defined below:
 - i. Animal Husbandry. Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, and bees, for the purpose of using, consuming, or selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for use, consumption, or market.
 - ii. Horticulture. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, feed for animals, flowers, trees, nursery or greenhouse products, and ornamental plants and shrubs, all for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market.

- b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, “Best Agricultural Practices”) and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises;

- c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan (“Farm Conservation Plan”), prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
 - i. establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways, if any;
 - ii. in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and
 - iii. describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices.

If the only Agricultural Activity to be pursued on the Premises is the production of hay as feed for animals, a Farm Conservation Plan shall not be required.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Acts and

Uses requiring a permit, license or other approval from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) calendar days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals.
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) calendar days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) calendar days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) and equitable relief against any violations, including, without limitation, injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.
2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) calendar days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) calendar days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

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

D. Disclaimer of Liability

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

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather, climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

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

B. Execution of Instruments

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

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises,

including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

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

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) calendar days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;

4. affect the status of Grantee as a “qualified organization” or “eligible donee” under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws; or
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Fairhaven and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

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

To Grantor: Eagle’s Wing Real Estate, LLC
736 Sconticut Neck Road
Fairhaven, Massachusetts 02719

To Grantee: Buzzards Bay Coalition
114 Front Street
New Bedford, Massachusetts 02740
Attn: Watershed Protection

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

XIV. GENERAL PROVISIONS

A. Controlling Law

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

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

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

D. Entire Agreement

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

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. Subordination

The Grantor shall record at the applicable registry of deeds or shall register in the applicable land court registry district simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Indemnification; Hold Harmless

The Grantor shall hold harmless, indemnify and defend Grantees and their members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Premises, regardless of cause, unless due to the negligence of any of the Indemnified Parties; and (2) the obligations specified in Paragraphs XVI.E and XVI.F, below.

E. Maintenance and Upkeep Costs

The Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the Premises, including maintenance of adequate comprehensive general liability insurance coverage or such like liability insurance coverage as may be appropriate from time to time. Upon request, Grantor will supply a certificate of such insurance to Grantees. Grantor shall keep the Premises free of any liens arising out of work performed for, materials furnished to or obligations incurred by Grantor.

F. Taxes

The Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on, or assessed against, the Premises by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Restriction.

G. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

H. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

I. The following signature pages are included in this Grant:

Grantor Eagle's Wing Real Estate, LLC
Grantee Buzzards Bay Coalition, Inc.
Approval of Town of Fairhaven Select Board
Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of
Massachusetts

J. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises
Exhibit B: Reduced Copy of Recorded Plan of Premises

EXHIBIT A

Legal Description of Premises

The Premises subject to this Conservation Restriction is the land in the Town of Fairhaven, Bristol County, Commonwealth of Massachusetts, containing 3.31 acres, +/-, shown as Lot 1B on a plan of land titled "Approval Not Required 732 Sconticut Neck Road Assessors Map 42 Lot 6B Fairhaven, Massachusetts", dated June 10, 2022, by Farland Corp., recorded in Plan Book 184 at Page 41 in the Bristol County (Southern District) Registry of Deeds.

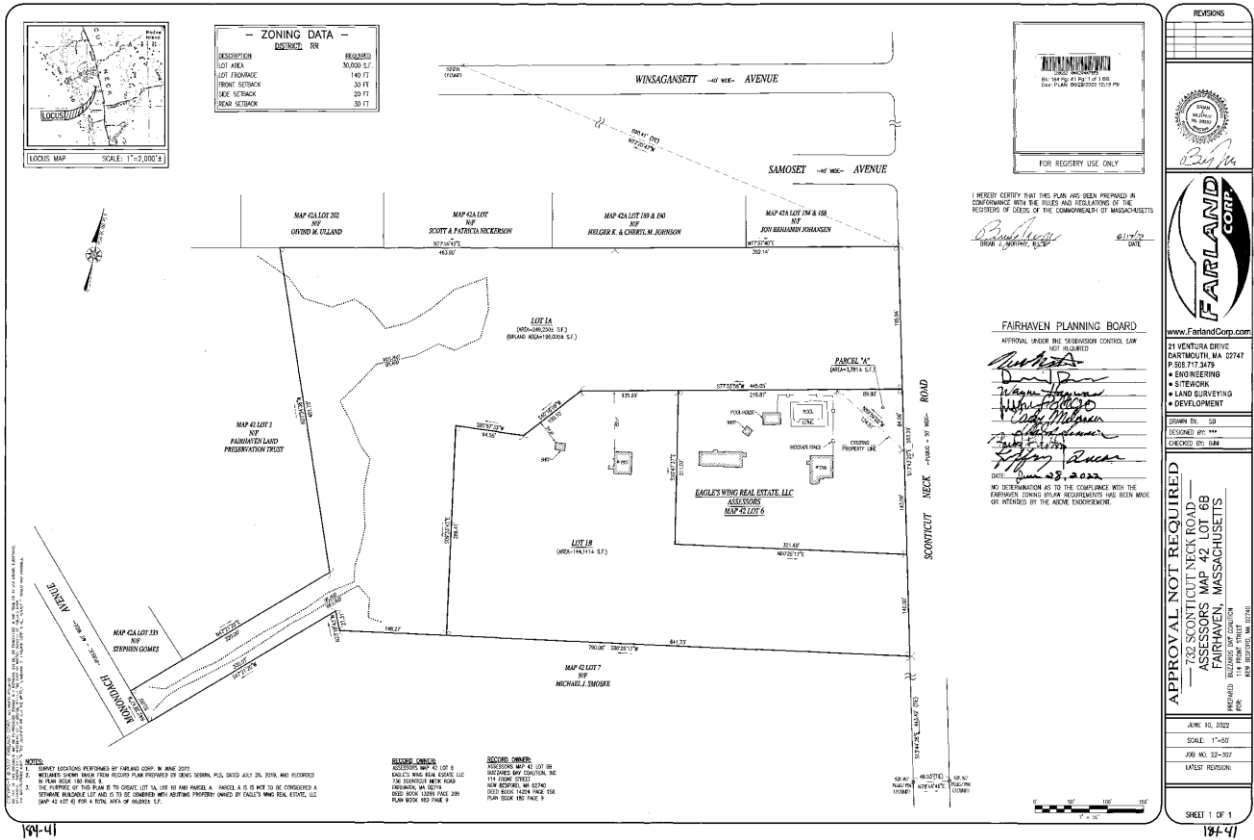
Being a portion of the property conveyed to Eagle's Wing Real Estate, LLC by deed of Buzzards Bay Coalition, Inc. dated July 7, 2022 and filed July 8, 2022 in Deed Book 14399 at Page 153 in the Bristol County (Southern District) Registry of Deeds.

Street Address: 732 Sconticut Neck Road
 Fairhaven, Massachusetts 02719

EXHIBIT B

Reduced Copy of Plan of Premises

For official full size plan see Bristol County (Southern District) Registry of Deeds
Plan Book 184 Page 41



Chief Gary F. Souza (Retired)



Ms. Angie Lopes Ellison
Town Administrator
Town Hall
40 Center St
Fairhaven, MA 02719

RECEIVED
2023 JUN -1 P 2:45
BOARD OF SELECTMEN
FAIRHAVEN, MA

Dear Ms. Ellison:

Please find enclosed the Narrative and Traffic Management Plan as well as two maps/diagrams concerning the St Mary's Church/Our Lady of Angels Catholic Association processions to be held on Main Street north of Howland Rd on September 2 and 4, 2023.

We respectfully request your signature of approval on the Event Notification Form (also included) as you did last year. The form will need to be submitted to the State by us for licensure after your approval as that area of Main Street is controlled by the Commonwealth. Please note the Fairhaven Police and Fire/EMS has already signed indicating their approval.

Please note there are no changes from last year.

Invitations to participate in the larger procession on September 4 (Labor Day) will be forthcoming for you and members of the Select Board to participate should you be available.

I am available at the above referenced telephone should you have any questions.

Respectfully

Gary F. Souza

On behalf of:

Our Lady of Angels Catholic Association

NARRATIVE AND TRAFFIC MANAGEMENT PLAN

PERMIT APP. 5-2023-0366

Our Lady of Angels Catholic Association Religious Procession

Fairhaven, MA

Sept 2, 2023 between 6pm and 6:30pm and

Sept 4, 2023 between 1pm and 2:30pm

Contact: Gary Souza

Summary

Our Lady of Angels Catholic Association (OLOA) is a non-profit club associated with St Mary's Church in Fairhaven. We hold an annual Portuguese Feast on Labor Day weekend every year, except 2020 due to covid, for the past 93 years. In conjunction with the Feast we hold 2 religious processions on Main St in North Fairhaven and have for the past 93 years but only became aware last year that a permit from Mass Highway was required.

The Select Board, through the Town Administrator also signed off of the Event Notification Form as well as the Fairhaven Fire/EMS and Police along with the Mass. State Police. OLOA will be liable for any expenses and hold the state harmless.

The Town of Fairhaven have been very supportive of this annual Labor Day weekend event throughout it's existence.

Location

Main Street is a 2 lane road controlled by the state but has no route number. Parking is allowed on both sides of the street and the road is lined with small businesses and homes. The area is patrolled by the Fairhaven Police Department.

Sept 2 Procession 6:00 pm to 6:30pm

This is a small procession encompassing no more than 35 people at the opening of the Feast. Participants gather on Main Street at Deane Street at the Direction of the Fairhaven Police Department. There will be no more than 35 participants who walk at a quick clip north on Main St to Main and Jesse St. Main St between Deane and Jesse (approx.. 2500 feet) will be closed for no more than ½ hour.

Traffic management and escort will be provided by 4 police officers with cruisers working the Feast detail as well as 4 officers with cruiser assisting from the patrol shift making a total of 8 Fairhaven police officers. Pedestrian and bicycle traffic will continue as normal on Main Street.

Sept 4 Procession 1pm to 2:30 pm

The Sept 6 procession will have approx.. 100 participants included club members, state and local elected officials, clergy, 2 bands and parishioners carrying religious statues. The pace will be slower due to the difficulty of carrying heavy religious statues.

Participants will gather on Main Street at Jesse St in front of St Mary's Church with the one block area of Main Street blocked off by police officers and cruisers.

There will be at a minimum 8 police officers assisting with traffic control and ensuring the safety of participants during the entire procession.

Participants will walk south on Main Street to Howland Rd, turn left (east) on Howland Rd for approx. 50 feet then go left (north) on Adams St for approx. 100 feet before rejoining Main Street. The procession will then head north on Main St to the parking lot of St Mary's Church at the corner of Main and Jesse Street.

Traffic on the 50 feet of Howland Rd will be blocked for no more than 5 minutes.

Signage and Police

Message Boards:

Message Boards will be placed at least 1 week prior to events to warn motorists of the closure of Main St. Locations will be at the following approaches:

1. Main St NB
2. Main St SB
3. Adams St NB

Message Boards will read in 2 frames the week before the procession 1. Main Street Closed; 2. 9/2 & 9/4

Message Boards will read in 2 frames during the procession 1. Main St Closed & 2. Follow Detour

The Fairhaven Police Department has arranged with the Fairhaven Public Works department for Detour signs with arrows to be placed:

Traffic Southbound on Main St:

1. Main St and Howland Rd
2. Howland Rd and Sycamore St
3. Sycamore St and Howland Rd

Traffic Northbound on Main or Adams Sts:

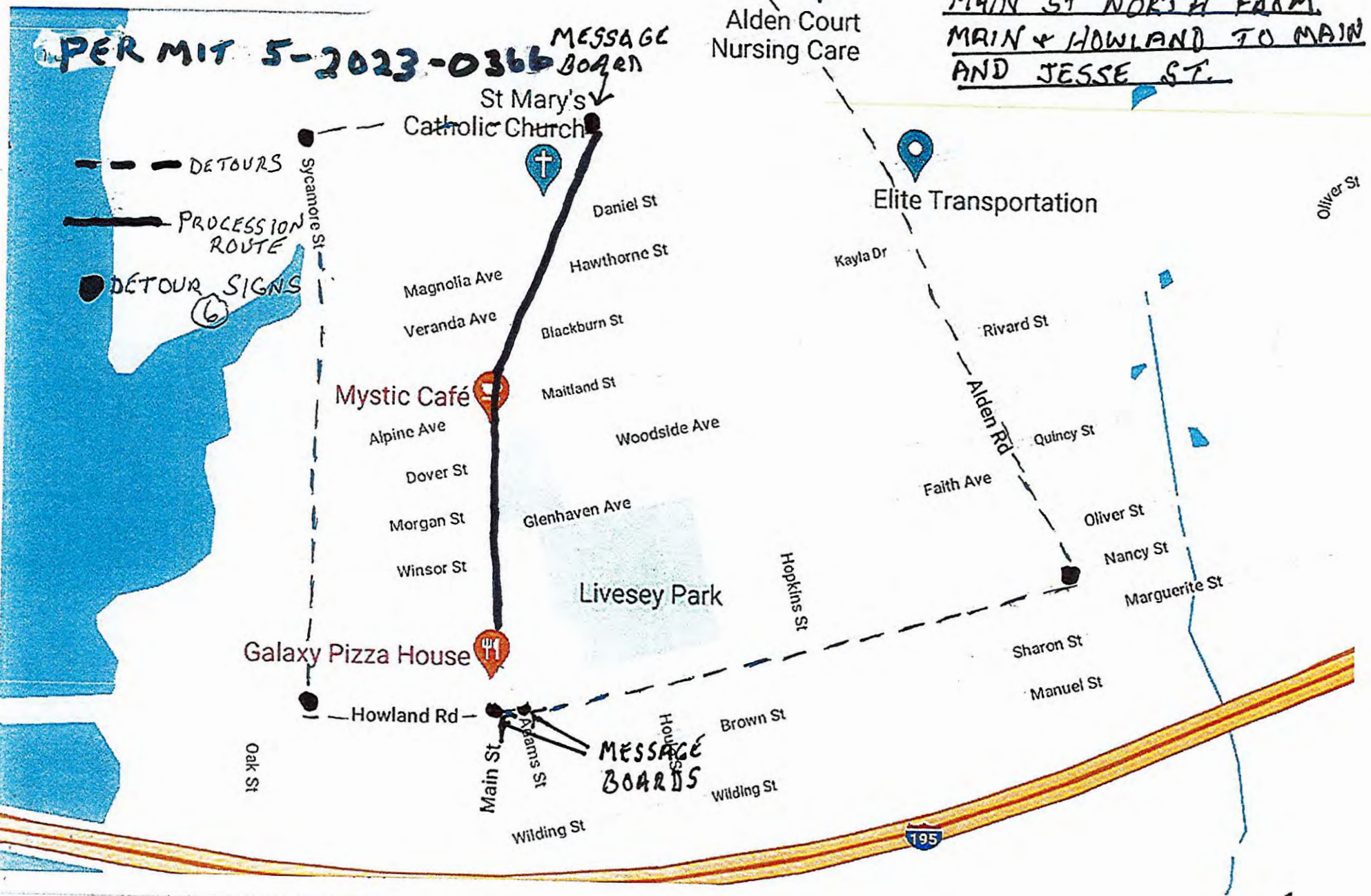
1. Main and Adams at Howland Rd
2. Howland Rd at Alden Rd

We will provide END DETOUR signs on Alden Rd NB in advance of Main Stand on Howland Rd in advance of Main Street

Police

One police officer and cruiser will be posted at Main and Harding Rd and two with cruisers at Main and at Adams sts at Howland Rd. Their job will be to block the roadway, back up Detour signage and answer motorists questions. One each officer with cruiser will be at the front of the procession and one in the rear. Two other officers with cruisers will scout ahead of the procession to ensure no vehicles have entered the locked off roadway. Areas of Main St will be reopened as the procession passes.

Traffic and nearby places



PERMIT 5-2023-0366 MESSAGE BOARDS

Atria Fairhaven
SEPT. 2 PROCESSION
MAIN ST NORTH FROM
MAIN + HOWLAND TO MAIN
AND JESSE ST.

DETOURS
PROCESSION ROUTE
DETOUR SIGNS
⑥

MESSAGE BOARDS

traffic and nearby places

PERMIT 5-2023-0366



SEPT. 4 PROCESSION
SO. ON MAIN ST FROM JESSE ST
AROUND BENNET SQ BEING SHORT
DISTANCES ON HOWLAND RD AND
ADAMS ST THEN NORTH ON MAIN
TO PT. OF BEGINNING

DETOURS

PROCESSION ROUTE

DETOUR SIGNS

MESSAGE BOARD

MESSAGE BOARDS

Atria Fairhaven

SO. ON MAIN ST FROM JESSE ST
AROUND BENNET SQ BEING SHORT
DISTANCES ON HOWLAND RD AND
ADAMS ST THEN NORTH ON MAIN
TO PT. OF BEGINNING

Elite Transportation

Livesey Park

195

GNBSSA

**Greater New Bedford Shared Services Alliance
Inter-Municipal Agreement #23510129
Collaboration Between the Towns of Acushnet and Fairhaven and the City of New Bedford**

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the Town of Acushnet, the Town of Fairhaven, and the City of New Bedford, hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” this 20th day March 2023, as follows:

WHEREAS, the City of New Bedford was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report;

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through regional shared services programs and agreements;

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provides said services and resources and improve regional public health by entering this Agreement;

WHEREAS, the Municipalities desire to share the services of health inspectors, public relations employees, and public nurses based on available resources and the needs of the Municipalities, as determined from time to time by the governing body set forth in this Agreement;

WHEREAS, the City of New Bedford, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the “Program Manager”;

WHEREAS each Municipality has authority to enter into this Agreement pursuant to M.G.L. c. 40, §4A;

NOW THEREFORE, the Municipalities, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree under seal as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the “Greater New Bedford Shared Services Alliance”, (“GNBSSA”) which shall hereinafter be referred to as the “Collaborative.” The Collaborative, acting by and through an advisory board (“Advisory Board”), as established in Section 5 of this

Agreement, and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the City of New Bedford and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdiction services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected.

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the grant funds with the written consent of all parties hereto.

3. Lead Municipality. During the term of this Agreement, the City of New Bedford will act as the Lead Municipality overseeing the Grant Program and shared services program provided for herein.

As the Lead Municipality, the City of New Bedford shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities concerning the Grant Program. The City of New Bedford shall act as the Municipalities' purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Advisory Board established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities concerning the Grant Program. Final approval of any such contract is subject to approval of the Advisory Board and appropriation by each party, to the extent required.

4. Program Coordinator. The City of New Bedford, as Lead Municipality, and its Health Director, as Program Manager, may hire and employ a Program Coordinator, who may or may not be the City of New Bedford's Director of Public Health, and, through the Program Coordinator, Program Manager and its Health Department, perform all fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and may retain up to 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein, and the policies and procedures established by the Advisory Board, as set forth herein. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Program Coordinator and/or Program Manager (if directly employed by the city of New Bedford) and any City of New Bedford Health Department staff working on behalf of the Collaborative or the Advisory Board shall be considered employees of the City of New Bedford and shall be accorded all benefits enjoyed by other City of New Bedford employees within the same classification as they are or shall be established.

5. Advisory Board

There shall be an Advisory Board which shall be convened not less than quarterly by the Advisory Board Chair/Co-Chairs.

- Composition: one member and one alternate, both appointed by the Board of Health from each municipality. One Grant Coordinator and/or other state affiliate appointed by Massachusetts Department of Public Health.
- Voting: One municipality, one vote. Every member shall have an equal voice in determining shared priorities and services to be provided.
- Roles and Responsibilities of the Advisory Board:
 - Meet on a regular basis and at least quarterly.
 - Develop annual and long-term goals for the GNBSSA.
 - Advise on GNBSSA staff priorities.
 - Collaborate in developing a sustainability plan for GNBSSA.
 - Adopt any GNBSSA-wide policies.
 - Review and provide recommendations on operating budgets.
 - Assure compliance with all mandatory reporting requirements as proscribed by OLRH and/or MDPH.
 - Assure attendance at monthly or other grant holder meetings convened by MDPH.
 - Review financial status and
 - Review and provide recommendations on reports from staff.
- One representative shall be a full voting member whose term shall be as determined by the Municipality's local Board of Health. This member shall be a Board of Health member or designee. The second representative shall be an associate member who shall sit on the Advisory Board as a full member and may vote only when the full member is not in attendance. The Municipality shall maintain its local Board of Health, which shall retain its own legal authority and autonomy as provided by law.
- Quorum. A majority of the voting members of the Advisory Board shall constitute a quorum for the purposes of transacting business. The Advisory Board may act by a simple majority of members present and voting unless otherwise provided herein.
- Meetings. The Advisory Board shall meet no less than quarterly and may schedule additional meetings, as necessary. All meetings of the Advisory Board shall be conducted in compliance with the Massachusetts Open Meeting Law M.G.L. c. 30A, §§ 18-25.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:

- a. Each Municipality will consent to the Collaborative's duly authorized agents and representatives exercising the powers provided for herein and by the Advisory Board within the boundaries of said Municipality and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
- b. Each Municipality will be a member of the Advisory Board as established pursuant to this Agreement and always appoint and maintain an Advisory Board representative.
- c. Each Municipality will ensure that its representative to the Advisory Board, and/or designees and other staff representatives, will attend any Advisory Board meetings (either in-person or via remote access) throughout the life of this Agreement.
- d. Each Municipality will ensure that its representative to the Advisory Board, and/or designees and other appropriate staff representatives, will attend any training sessions which are offered in conjunction with the Grant Program geared towards stakeholders under the Program, as required by the DPH or its representative.
- e. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Advisory Board, through the Program Manager, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
- f. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.
- g. Each Municipality will help promote and market the Shared Services Program and its services within their community.

7. Payment and Funding.

A. Grant Program Funding

Pursuant to G.L. c. 40, §4A, any funds received for the Grant Program pursuant to this Agreement, shall be deposited with the treasurer of the City of New Bedford and held as a separate account and may be expended, with the approval of the Advisory Board, under the provisions of G.L. c. 44, §53A, for contribution toward the cost of the Grant Program only.

The Advisory Board may authorize a disbursement of funds for any shared contractor, salary or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement. Except for the 15% of Grant Program funding for administrative costs that the City of New Bedford may retain pursuant to Section 4 of this Agreement, if a Municipality is permitted to draw on grant funds individually, such withdrawal must first be approved by the Advisory Board, and the Municipality will thereafter submit monthly invoices to the Program Manager for reimbursement from the funds.

The City of New Bedford as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the City of New Bedford shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Advisory Board and the scope of services for the Grant Program. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for those purposes.

Annually, the Advisory Board will develop and approve a public health services budget for the Grant Program. Initially, these services are funded by a 3-year Public Health Excellence Grant from the Department of Public Health administered by the City of New Bedford. It is the intention of the City of New Bedford to seek additional grant funds to sustain these services but if that is unsuccessful, participating Municipalities will revisit this Agreement and determine whether they will allocate municipal funds to continue participation. Until grant funds are expended, there will be no cost to participating municipalities. Execution of this Agreement does not obligate any Municipality to fund the Grant Program and a mutually acceptable written contract amendment would be required to do so.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Grant Program and any such funds shall be held by the City of New Bedford and expended pursuant to the terms of this Agreement.

8. Other Municipal Services and Non-Exclusive Opportunities. The Municipalities of the Collaborative may request the Advisory Board to add or remove associated services to be delivered as part of the Shared Services Program, and such shall take effect only until this Agreement is so amended in writing and approved by each Municipality. The Municipalities are

not limited exclusively to the Grant Program and are not required to use all services of the Grant Program. Municipalities may apply for other grants outside the Collaborative.

The Collaborative, through a vote of the Advisory Board, may apply for other grants, opportunities, funds, and awards for shared services on behalf of the Municipalities. The Advisory Board must approve all grants or grant applications submitted as a Collaborative. The Advisory Board may appoint other Municipalities to act as host agencies for these other grant opportunities and the Municipalities agree that this Agreement shall be amended to account for any associated grant terms and conditions.

9. Employees. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not regional employees or employees of any other Municipality. An employee who performs services, pursuant to this Agreement on behalf of another member Municipality, shall be deemed to be always acting within the scope of his current Municipal job duties and remain an employee of the employee's Municipality for insurance coverage purposes. Said Municipal employee shall retain all accrued benefits and shall be subject to standard hiring and personnel practices of such Municipality. Each Municipality shall be liable for the acts and omissions of its own employees and not for the employees of any other city, town or agency in the performance of the services under this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c. 258.

10. Entrance. Any municipality, not a part of this Agreement, may petition the Municipalities then signatories to this Agreement to join the Agreement to the extent permitted by the grants. In order to approve the addition of a new entity to the Agreement for the Grant Program, the Department of Public Health and no less than a two-thirds vote of the Advisory Board shall be required to approve said entrant.

11. Withdrawal. Any Municipality other than the Lead Municipalities, by a vote of its respective authorizing Select Board or Chief Executive Officer and Board of Health, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipality. Upon such withdrawal, the Program Manager shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Lead Municipality, by a vote of its Mayor and Board of Health, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities, and a new Lead Party shall thereafter be designated by the Advisory Board, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, the Lead Municipality shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Advisory Board. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Advisory

Board, by vote of the remaining members, has the authority to reallocate grant funding or other outside funding that would have been allocated to the Municipality that has left the Agreement. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Advisory Board for analysis by the Program Manager and the Advisory Board.

12. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Advisory Board, at a meeting of the Advisory Board called for that purpose, provided that the representative's vote has been authorized by the Municipality's appointing authority. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.

13. Conflict Resolution. The Advisory Board may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, the Shared Services Program, the terms and execution of this Agreement, data reporting, and the Advisory Board.

14. Financial Safeguards. The Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.

15. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.

16. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' appointing authority.

17. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

18. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

19. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.

20. Non-Discrimination. Neither the Lead Municipality nor the other Municipalities shall discriminate against any person because of race, color, religious creed, national origin, gender,

ancestry, sexual orientation, age, handicap, gender identity, genetic information, military service, or any other protected class under the law with respect to admission to, access to, or operation of its programs, services, or activities.

21. Notices. Any notice permitted or required hereunder to be given or served on any Party shall be in writing signed in the name of or on behalf of the Party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below:

Town of Acushnet:	
<u>James Kelley</u>	(contact name)
<u>JKelley@acushnet.ma.us</u>	(email)
<u>508-998-0200</u>	(phone)
<u>122 Main Street</u>	(address)
<u>Acushnet, MA 02743</u>	

Town of Fairhaven:	
<u>Angeline Lopes Ellison</u>	(contact name)
<u>Alopesellison@fairhaven-ma.gov</u>	(email)
<u>508-979-4023</u>	(phone)
<u>40 Center Street</u>	(address)
<u>Fairhaven, MA 02719</u>	

City of New Bedford:	
<u>Stephanie Sloan</u>	(contact name)
<u>Stephanie.Sloan@newbedford-ma.gov</u>	(email)
<u>508-991-6199</u>	(phone)
<u>1213 Purchase St</u>	(address)
<u>New Bedford, MA 02740</u>	

22. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Acushnet Select Board

Date

Town of Acushnet Board of Health

Date

Town of Fairhaven Select Board

Date

Town of Fairhaven Select Board

Date

Town of Fairhaven Select Board

Date

Town of Fairhaven Select Board

Date

Town of Fairhaven Select Board

Date

Town of Fairhaven Board of Health

Date

City of New Bedford Mayor

Date

City of New Bedford Board of Health

Date

EXHIBIT A

**Grant agreement between the City of New Bedford and the Commonwealth of
Massachusetts – to be attached by New Bedford**



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MARGRET R. COOKE
Acting Commissioner

Tel: 617-624-6000
www.mass.gov/dph

Date: 11/30/2021

To: CITY OF NEW BEDFORD
Re: Contract # **INTF1200P01214333142**

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

Must be signed, dated and a scanned copy emailed to my attention. Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at www.mass.gov/osc under Guidance for Vendors-Forms or at www.mass.gov/osd under OSD forms.

All attachments must be completed for your contract package to be processed.

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

A Contractor Authorized Signatory Listing (CASL) form must be signed, scanned and emailed for each new contract or amendment contract package.

If you have any questions, please contact **Pedro Valdez** at **617-624-6188**
A scanned copy of the contract package must be completed by **12/06/2021** and emailed to my attention.



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
Governor

KARYNE E. POLITO
Lieutenant Governor

November 29, 2021

Damon Chaplin
City of New Bedford
1213 Purchase St
New Bedford, MA 02740

Contract number #: INTF1200P01214333142

RE: BD-21-1031-OFFIC-OLRH-58664 PUBLIC HEALTH EXCELLENCE (PHE) GRANT PROGRAM FOR SHARED SERVICES

Dear Mr. Chaplin,

The Massachusetts Department of Public Health, Office of Local and Regional Health is pleased to provide the enclosed Standard Contract package for your review and signature. Your municipality is receiving funding of \$300,000 to advance the recommendations of the Special Commission on Local and Regional Public Health in its final report of June 2019 – Blueprint for Public Health Excellence: Recommendations for Improved Effectiveness and Efficiency of Local Public Health Protections (Blueprint) with a contract end date of June 30, 2022. Contract start date will be the date the DPH Signatory executes the contract form.

A PHE budget plan is attached to your contract to expedite processing and disbursements of funding. The shared services funding is to develop sustainable business models, expansion of shared services to include more municipalities and/or a broader scope of services, or creation of new shared/services arrangements. The budget plan may be revised to better accommodate your program and must be submitted to the DPH program director, Rachael Cain, on or before December 17, 2021.

The first installment includes of \$225,000.00 for this award will be sent to you upon execution of your completed package. Reports should be submitted to include progress on the scope of service deliverables as well as progress on the deliverables stated in the NOI. The Quarterly reports are due, April 30, 2022, and July 31, 2022.

On behalf of the Massachusetts Department of Public Health, I want to thank you for your commitment to improve the health of the people of the Commonwealth.

Sincerely,

Samuel Wong, PhD
Director, Office of Local and Regional Health
Samuel.s.wong@mass.gov

MARYLOU SUDDERS
Secretary

MARGRET R. COOKE
Acting Commissioner

Tel: 617-624-6000
www.mass.gov/dph

Scope of Services

This Attachment Form must be used. Please check the appropriate box when processing a new contract or a contract amendment.

Contract ID #: INTF1200P01214333142

Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds.

New Contract This form will only be included with packages where a procurement exception (waiver) supports the contract. Identify in detail the scope of services in terms of performance for a new contract. Services provided must be in accordance with the budget and the terms and conditions of the federal grant (if applicable).

The City of New Bedford will:

1. By December 15, 2021 designate a management position from the lead entity to coordinate between municipalities and with DPH.
2. By December 15, 2021 submit letters of commitment to be part of the Shared Services Area from all municipalities included in the application. If a municipality included in the application does not provide a letter of commitment, provide a brief statement of explanation. Changes to the involved municipalities must be agreed upon by DPH and the vendor.
3. Develop or enhance a shared service arrangement in alignment with the recommendations of the Special Commission on Local and Regional Public Health (SCLRPH).
4. Ensure adequate staffing support and adequately trained staff to meet the needs of the shared service area and comply with the SCLRPH recommendations on workforce standards.
5. Establish and/or enhance a governance structure that involves representatives of all participating municipalities. Governance boards must meet regularly under established rules of procedures to make democratic decisions about district policies, personnel, operations, and finances.
6. Enhance capacity of shared service area to acquire, store, and use data to improve public health. Provide a statement of commitment to utilizing MAVEN, MIIS, and new public health data reporting system under development.
7. Participate in local board of health/health department capacity and workforce standards assessments using the tools provided by the OLRH.
8. Provide quarterly progress updates, quarterly expense reports, and an annual report in a format and method provided by OLRH.
9. Attend contract, training, learning collaborative, and evaluation meetings when requested by OLRH staff.
10. Seek prior approval from OLRH for changes in the proposal and use of funding or publishing research, etc.
11. Submit a full, detailed workplan by December 15, 2021 for the shared services area in a format, content, and method provided by OLRH.
12. Submit a detailed strategic plan in a format, content, and method provided by OLRH by June 30, 2022.

Staffing

Staffing patterns should be arranged to meet the needs of the proposed cross-jurisdictional sharing arrangement and be in compliance with the SCLRPH workforce standards, and may include Health Director/Agent, Deputy/Assistant Director, Inspector(s), Public Health Nurse(s), Epidemiologist(s), Shared Services Coordinator and/or Clerk. The vendor will participate in the workforce standards assessment and will submit a workforce development plan to bring the shared services partners in compliance with the standards. The Shared Services Program grantee is required to have a management position from the lead entity whose responsibilities include coordination between municipalities and with DPH. Grantees must also identify an

individual who is responsible for grant deliverables, being the point of contact for the grant, and attending required meetings and trainings. This could be the same individual serving in the coordination role.

Allowable Costs

Grant funds can be used for staff salaries, benefits, payroll taxes, consultants, facilities, travel, program supplies, training, and related expenses. The primary purpose of this procurement is to expand local public health capacity by adding staff and ensuring adequately trained staff to provide direct public health services. The lead applicant may charge up to 15% to the grant for administrative costs. Funds cannot be used for equipment without prior written approval from DPH. Funds cannot be used for capital expenses under any circumstances. Funds cannot be used to supplant existing municipal funding for public health services.

Contract Amendment

If choosing amendment you must check off one of the three types below and provide explanation

Increase

Include a clear explanation of what the funding change will support in terms of additional services.

Decrease

Include a clear explanation of what the funding change will support in terms of additional services.

Other

Include a clear explanation of what the funding change will support in terms of additional services.

Sub Recipient Notification

The purpose of this communication is to fulfill the requirement established in 2 CFR 200. 331 (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Your organization is receiving this communication because it receives federal funds from DPH in the form of a sub-award, and DPH's relationship with your organization is defined as a sub-recipient relationship.

A sub recipient is defined as a non-federal entity that receives a sub-award from a pass-thru-entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A sub-recipient may also be a recipient of other federal awards directly from a federal awarding agency.

The attached report identifies information that DPH is required to provide to all entities that meet the description of a sub-recipient.

This communication will be sent:

1. Whenever federal sub-awards are a part of the contractual relationship between DPH and the entities that it contracts with to provide services; and
2. Whenever the amount of those federal sub-awards change during the course of the contractual relationship.

Your organization may have other contracts with DPH that are not sub-awards because they do not include federal funds. This communication does not pertain to any state funds your organization may have received from DPH.

Your organization's contract may be a combination of federal and state funds. In this case, this communication **only** pertains to the federal funds portion of your contract.

For a list of other requirements and information that your organization is required to adhere to as a sub-recipient of DPH, please see:

1. Commonwealth of Massachusetts Standard Contract form;
2. Purchase of Service – Attachment 3 - Fiscal Year Program Budget (if applicable);
3. The appropriate Commonwealth Terms and Conditions; and
4. The Request for Response (RFR) and related documents.

Please be advised that DPH should have access to your organization's records and financial statements as is necessary to meet the requirements of this sub-award.

Contract Number: INTF1200P01214333142

Vendor Name - FEIN: CITY OF NEW BEDFORD - 046001402

Fiscal Year	CFDA	Appropriation	Grant Name	Agency Name	Start Date	End Date	Amount
2023	93.354	4516-1016	COOPERATIVE AGREEMENT FOR EMERGENCY RESPONSE: PUBLIC HEALTH CRISIS RESPONSE	CDC	07/01/2022	06/30/2023	\$849,700.00
Grand Total of 2023							\$849,700.00

EXHIBIT B

The Public Health Excellence Grant Program **Scope of Services**

The Municipalities will share the following services in coordination with member municipalities:

- *A Shared Services Coordinator* to ensure smooth and consistent communication across the municipalities and with state-level partners.
- *A Regional Public Health Nurse* to oversee and provide vital public health nursing services across the three municipalities.
- *A Regional Public Health Inspector (Food/Environmental)* to perform routine inspections as assigned by the municipalities.



Appointment of Boards and Committees

Current members seeking reappointment

Volunteer applications

Constables

FAIRHAVEN SELECT BOARD AGENDA*June 5, 2023, 6:30 p.m.*

Board, Committee, Commission Appointments

Art Curator

- a. Mark Badwey
- b. Kelly Smith

2. Bell Committee

- a. Douglas Brady
- b. Lee Baumgartner
- c. Nils Isaksen
- d. Jacqueline Kenworthy
- e. Helena Oliveira

3. Belonging Committee

- a. Jessica Fidalgo
- b. Laura Barillaro
- c. Rachel Medeiros
- d. Eryn Tomascik
- e. Gregory Weider

4. Bikeway Committee

- a. Amy Roderick
- b. Tim Garcia
- c. Will Gardner
- d. Mike Rotondo*
- e. Chip Hawthorne*

5. Broadband Study Committee

- a. Cathy Melanson
- b. Sean Powers
- c. Alyssa Botelho
- d. Sean Daly

6. Cable Advisory Committee

- a. Barbara Acksen
- b. Maria Carvalho
- c. Ronnie Medina
- d. John Methia

7. Capital Improvement Planning Committee

- a. Cathy Melanson

8. Community Preservation Commission

- a. Ann Richard
- b. Terrence Meredith
- c. Roger Marcoux*

9. Conservation Commission

- a. Amy DeSalvatore

10. Council on Aging

- a. Joan Mello

***Form due**

FAIRHAVEN SELECT BOARD AGENDA

June 5, 2023, 6:30 p.m.

11. Cultural Council

- a. Lisa Breese
- b. Wendy Drumm

12. Economic Development Committee

- a. Cathy Melanson
- b. Kevin McLaughlin*

13. Historical Commission

- a. Maria Carvalho
- b. John Medeiros*
- c. David Braga*
- d. Gail Isaksen*

14. Lagoa Friendship Pact Committee

- a. Maria Carvalho
- b. Cristina Pinto

15. Marine Resources Committee

- a. Michael McNamara
- b. Andrew Jones
- c. Michelle Potter
- d. David Hebert

16. Rogers Reuse Committee

- a. Nils Isaksen
- b. Beverly Rasmussen
- c. Cathy Melanson
- d. Douglas Brady
- e. Susan Loo
- f. Barbara Acksen

17. Sustainability Committee

- a. Tim Garcia
- b. Ann Richard
- c. Susan Spooner
- d. Christin Ritz
- e. Karen Gent

18. Zoning Board of Appeals

- a. Ruy DaSilva
- b. Patrick Carr

Boards and Committees - New Volunteer Applications			
Board/Committee:	# of openings	Name:	
Belonging Committee	0	Andrew Romano (3rd choice)	
Cable Advisory Committee	2	Andrew Romano (2nd choice)	
Conservation Committee	3	Robert Chase	
		Andrew Saunders	
		Chelsea Isherwood	
		Ronnie Medina	
Council on Aging	0	Michelle McKenney	
Cultural Council Committee	3	Jennifer Frasier	
Economic Development Committee (EDC)	2	Suzanne Dwyer	
		Karyn Ferreira	
		John Hinds	
Lagoa Freindship Pact Committee	3	Jenny Fialho	
		Kristyn Caisse	
		Tanya Henicke	
Marine Resource Committee	1	Robert Pink Jr	
Rogers Re-Use Committee	1	Patrick Carr	
Zoning Board of Appeals	0	Andrew Romano (1st Choice)	

MEMORANDUM

Full Name: Andrew Romano

How long have you been a Fairhaven resident? 25 Years

What Board(s)/Committee(s) are you interested in joining? What is your reason?

I am looking to give back, I am interested in a number of different boards. I am most interested in Zoning, Cable advisory, and belonging committee, in that order. However, I am open to learning about different boards and committees

Have you attended a meeting of this Board or Committee? Yes

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: I am a lifelong Fairhaven resident and a real estate broker associate at BOLD Real Estate in Mattapoisett. I am currently their Expansion Manager helping focus on growth and community involvement. Additionally, I am the Vice President of the North Fairhaven Improvement Association where we focus on a number of community events. I also work as an election clerk when available.

MEMORANDUM

Full Name: Andrew Romano

How long have you been a Fairhaven resident? 25 Years

What Board(s)/Committee(s) are you interested in joining? What is your reason?

I am looking to give back, I am interested in a number of different boards. I am most interested in Zoning, Cable advisory, and belonging committee, in that order. However, I am open to learning about different boards and committees

Have you attended a meeting of this Board or Committee? Yes

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: I am a lifelong Fairhaven resident and a real estate broker associate at BOLD Real Estate in Mattapoisett. I am currently their Expansion Manager helping focus on growth and community involvement. Additionally, I am the Vice President of the North Fairhaven Improvement Association where we focus on a number of community events. I also work as an election clerk when available.

MEMORANDUM

Full Name: Robert Chase Jr

How long have you been a Fairhaven resident? 42 years

What Board(S)/Committee(s) are you interested in joining? What is your reason:
Conservation Committee

I feel it's important to protect our natural resources while still working with the residents of the town. With so much coastline and vulnerable land in our town, I feel it's important to keep a balance between protecting it and utilizing its space.

Have you attended a meeting of this Board or Committee? Yes

Have you (or are you currently) served on any Town of Fairhaven Boards? If so, please indicate what Board and number of years:

Interests and Qualifications: I am a lifelong resident of the Town of Fairhaven who cares about this town's future. I currently have three daughters in the school system and a son who graduated last year. I am self-employed and the owner of Chase Property Services.

MEMORANDUM

My name is Chelsea Isherwood, I live at 3 Teal Circle and I am interested in taking on the role of a voting member for Conservation Commission. I have been a lifelong resident of Fairhaven, as well as a Town Meeting member, and would love an opportunity to be of service to the town. In the past I have helped out on the sidelines with various town projects and campaigns when asked and provided the opportunity. I have also served as a non-voting member on the Conservation Commission since January 25, 2022.

I am passionate about this town and preserving its historic beauty and natural resources. The Conservation Commission plays an important role in that. I am educated and experienced with the Fairhaven's Wetlands bylaw, the Wetlands Protection Act, the Massachusetts Coastal Wetlands Regulations and Federal Emergency Management Agency (FEMA) Regulations. I am excited to continue to learn more through trainings and resources that are made available each year. Since becoming an associate member, I have participated in all the Conservation Commission meetings, and provided feedback to the commission to help protect resource areas and help Fairhaven resident protect their homes. I am interested in furthering my abilities in providing decisions, as well as feedback, to the commission, to the Fairhaven residents to help protect their homes, and to the town of Fairhaven.

I have experience as a Contracting Officer for the Navy, working acquisition for goods and services needed to protect our nation. In my seven years working this position, I have gained a lot of knowledge on working with engineers, and contractors. My career with the Navy, has also provided me training in construction and working acquisition actions for construction, ensuring contractors and the Navy adhere to a different set of regulations and guidelines. I have gained skills in understanding how to read through project plans and contracts, and would be able to offer the commission guidance on completing source selections for peer reviews. My skills can ensure that information listed in the request for quotes from the Conservation Commission has been reflected back in proposals from potential peer reviewers, and certified professionals, certifying the money spent by property owners and the town is spent wisely, without further costs being incurred. I believe these skills would be an asset to the residents of Fairhaven, as well as the commission to help show that the commission is not there to hinder the use of property, but to help protect residential properties and the 29 miles of Fairhaven coastline as storms get worse, and will continue to become more extreme in the future. This will also show that the Commission is not there to cause further financial burdens on the Fairhaven residents, but rather guidance for cost efficient options to complete their projects while protecting the environment.

In college I was a volunteer every week for Habitat for Humanity in Bridgeport, CT and participated in spring break Habitat for Humanity trips all four years, helping to build homes in North Carolina, Mississippi and Georgia. I was also the secretary for the Habitat for Humanity campus chapter. I gained skills not only in the different stages of buildings homes, but how to properly communicate with homeowners, as well as contractors. My time and experience with Habitat for Humanity has been carried with me every day, and has provided myself guidance on how to be a better property owner and to better communicate with other property owners.

Further, I would like to be transparent that I am related to a current member on the Conservation Commission. I would like to make it clear that I am an independent thinker and am capable of reviewing projects using my own knowledge and critical thinking to derive my own thoughts and decisions.

The world is ever changing, and the opportunity to be on the Conservation Commission as a voting member would be an honor to help navigate the delicate path of preserving and supporting Fairhaven's resource areas.

I hope you will please consider me for the role of a voting member. I would be honored to provide further services to the Conservation Commission.

MEMORANDUM

Full Name: RONNIE MEDINA

How long have you been a Fairhaven resident? 20 years

What Board(s)/Committee(s) are you interested in joining? What is your reason?
Conservation commission

Have you attended a meeting of this Board or Committee? Yes

Have you (or are you currently) served on any Town of Fairhaven Boards? If so, please indicate what Board and number of years:

I am currently serving on Conservation commission but I would like to be a voting member of the Conservation commission I was a non-voting for three years I would like to continue on the Conservation commission!

Interests and Qualifications:

I'm not quite the green thumb but I'm for regulation

And I always vote for what's right and also have a technical background

MEMORANDUM

To: Select Board

From: Hugh Bruce Webb, Conservation Agent and Sustainability Coordinator

Date: May 30, 2023

Re: Ronnie Medina

I am writing this email in support of Ronnie Medina's application to become a voting member of the Conservation Commission. I spoke with Mr. Medina for over an hour today in my office, getting to know him and discussing wetland and general conservation issues. Mr. Medina seems informed and engaged on the issues, and I believe he would make a great addition to the Conservation Commission as a voting member.

MEMORANDUM

Full Name: Michelle McKenney

How long have you been a Fairhaven resident?

What Board(s)/Committee(s) are you interested in joining? What is your reason?
Council on Aging

Have you attended a meeting of this Board or Committee?

Have you (or are you currently) served on any Town of Fairhaven Boards? If so, please indicate what Board and number of years:

Interests and Qualifications:

I am interested in learning more.

For some background, I am a primary care physician currently practicing in Dartmouth for Hawthorn Medical Associates and have a special interest and passion for the elderly population. I am acting Medical Director for Community Nurse Home Care, Hospice division. I often refer many patients to the CoA for various resources. I would be interested in becoming more involved.

MEMORANDUM

Full Name: Jennifer Frasier

How long have you been a Fairhaven resident: 14 years

What Board(s)/Committee(s) are you interested in joining? What is your reason?
Cultural Council

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: I'm a library assistant in a local town. I grew up in New Bedford. I'm very interested in local arts and culture and feel like I'm overdue in getting involved in happenings in my current hometown.

MEMORANDUM

Full Name: Suzanne Dwyer

How long have you been a Fairhaven resident: 7 years

What Board(s) or Committee(s) are you interested in joining? What is your reason?
Economic Development

Have you attended a meeting of this Board or Committee? Yes

Have you (or are you currently) served on any Town of Fairhaven Boards? If so, please indicate what Board and number of years:

Interests and Qualifications: I am a business owner and I support business owners within our town.

MEMORANDUM

Full Name: Karyn Ferreira

How long have you been a Fairhaven resident? 32 years

What Board(s) or Committee(s) are you interested in joining? What is your reason?

Economic Development Committee
or Finance Committee

Have you attended a meeting of this Board or Committee? Yes

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: I am a local business owner and have owned Tropical Smoothie Cafe for the last 10 years. I am very involved in giving back to the community with sponsoring many fundraisers for the schools as well as sponsoring the Father's Day road race, National night out, etc.. I feel that I am very involved in the community as well as vested. I feel I would be a great asset to be on one of these boards as I am a local business owner and resident. Thank you for your consideration.

MEMORANDUM

Full Name: John Hinds

How long Fairhaven resident? My wife grew up here. We owned a cottage for 12 yrs, full time 2 years

What Board(s)/Committee(s) are you interested in joining? What is your reason?

Economic Development Committee. I've been around Fairhaven for about 12 years; and I have lived all over the country. For 12 years I've been saying Fairhaven is wasted potential, and each year I wait for something big to happen and it never does. Yea for Chipotle, a small start! My business background has been finding out what customers want and bringing it to them. Fact Finding has been the cornerstone of my success. I think that same approach can work for Fairhaven. I'm retired with plenty of time.

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

Have you served on any Town of Fairhaven Boards, please indicate what Board and number of years: A year ago I joined the Belonging Committee. In my past I have been involved in working with many social service agencies as my brother had Downs leading to Dementia. I thought the Belonging Committee was going to be about making it easier for disadvantaged people to find their way. But after just a few meetings it was time for me to go.

Interests and Qualifications:

My interests are golf, tennis, time with my dog and wife, and enjoying being retired. I graduated from the University of New Hampshire. While on campus I was a DJ and advertising sales manager for the radio station, social chairman for our Fraternity Phi Mu Delta, and had a summer job as a fill in Nabisco sales Rep. It was all fun. My sales management/merchandising background is what led me to the Economic Development Committee. I was very fortunate to have varied experiences involving basic sales and sales management along with process and program development.

Career summary:

P&G Sales Rep with my first territory being Southeast Mass, the Cape and RI. Leading to Sales Management and a Corp HQ position in merchandising, sales training, and project work such as developing the "What Counts Factors" for key sales positions.

Pepsi Cola - Purchase NY HQ Merchandising manager for PBG bottling plants, leading to Central Fla Foodservice Manager over Foodservice Sales and Technical support.

That lead to my favorite position, Dannon Foodservice National Sales Director responsible for replacing a store door delivery system with a national network of brokers, Region Managers, Key Account managers and Distributors.

And the last corp company was Tyson Foods, where I focused on account management with a few of their largest foodservice accounts. I retired from Tyson with full medical benefits and did independent project/consulting work. A highlight was a one-year commitment to a new health food product co based in Buffalo NY that had zero sales. I had no experience in the retail trade or the health food industry, but in nine months I had them distribution in UNFI, the country's largest "health food" distributor in four of their east coast centers, giving the company the base to build from.

My career was based on fact finding to find out what was needed, then working with internal company managers to put together the plans and programs to get the results we wanted. I enjoyed every day of work; and want the fun to continue with the Town of Fairhaven.

My references are: Jessica Wilder, Charlie Murphy, Keith Silvia, Ruy Dasilva, and Patrick Carr.

MEMORANDUM

Full Name: Jenny Fialho

How long have you been a Fairhaven resident: 10 years

What Board(s)/Committee(s) are you interested in joining? What is your reason?
Lagoa Friendship Pact Committee

Have you attended a meeting of this Board or Committee? Yes

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: First appointment - I am of Portuguese descent and became interested after speaking to 2 other committee members.

MEMORANDUM

Full Name: Kristyn Caisse

How long have you been a Fairhaven resident: 33 years

What Board(s) or Committee(s) are you interested in joining? What is your reason for joining? : Lagoa Friendship Pact Committee

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:

I've lived in Fairhaven my whole life and would love to get more involved with the town. The Lagoa Friendship Pact Committee interests me as a way to connect with my heritage while also representing Fairhaven in a positive light overseas. I have been in the works of obtaining my Portuguese citizenship.

Working for a nonprofit, I understand the importance of the roles volunteers play in supporting a mission. Giving ones time is equally as important as monetary contributions.

MEMORANDUM

Full Name: Tanya Henicke

How long have you been a Fairhaven resident: 1

What Board(s)/Committee(s) are you interested in joining? What is your reason:

Lagoa - it embraces the Portuguese culture and representing it in our community. As a former educator and a first generation Portuguese American, I would be proud to be a part of committee.

Any committee that helps with the local youth is also a committee I would love to be a part of.

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: Former Early Childhood Specialist and teacher, now embarking in Realty and helping families find homes. I am an avid baker with a passion for enriching the lives of our youth and educating families. I am tri-lingual fluent in Portuguese and Spanish.

MEMORANDUM

Full Name: Robert J Pink Jr.

How long have you been a Fairhaven resident: 4 years full time, 7 years part time

What Board(s) or Committee(s) are you interested in joining? What is your reason for joining? :

Marine Resources: I have spent much of my time here 'on the water' so to speak as a recreational fisherman. Also living full time on West Island, the marine/coastal environment is of considerable importance. I've met Mr. Cox on a number of occasions and would be happy to assist.

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:

Not as of yet. Currently in training with Chief Corriea and the Fairhaven Emergency Managment program.

Interests and Qualifications:

Retired business exec in the commercial building materials (Plumbing/heating) markets. Owned and operated two of my own companies for 35years and finished my career as VP Sales for one of the largest supply firms in the NorthEast.
Life-long saltwater fisherman (all recreational, not commercial). Woodworker, gardener and husband.

MEMORANDUM

Full Name: Patrick Carr

How long have you been a Fairhaven resident: 45 years

What Board(s) or Committee(s) are you interested in joining? What is your reason for joining? :

Rogers Reuse

Have you attended a meeting of this Board or Committee:

Have you (or are you currently) served on any Town of Fairhaven Boards? If so, please indicate what Board and number of years:

*Fairhaven Planning Board Member, Elected April 5, 2023 – Present *Fairhaven Economic Development Committee Member, Appointed October 16, 2022 – Present *Fairhaven Zoning Board of Appeals Associate Member, Appointed July 18, 2022 - Present *Fairhaven Town Meeting Member Member, Elected June 3, 2020 – Present

Interests and Qualifications:

MEMORANDUM

Full Name: Andrew Romano

How long have you been a Fairhaven resident? 25 Years

What Board(s)/Committee(s) are you interested in joining? What is your reason?

I am looking to give back, I am interested in a number of different boards. I am most interested in Zoning, Cable advisory, and belonging committee, in that order. However, I am open to learning about different boards and committees

Have you attended a meeting of this Board or Committee? Yes

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: I am a lifelong Fairhaven resident and a real estate broker associate at BOLD Real Estate in Mattapoisett. I am currently their Expansion Manager helping focus on growth and community involvement. Additionally, I am the Vice President of the North Fairhaven Improvement Association where we focus on a number of community events. I also work as an election clerk when available.

FAIRHAVEN SELECT BOARD AGENDA

June 5, 2023, 6:30 p.m.

CONSTABLES

Steven Borges
Matthew M. Botelho
Pamela A. Bourgault
Richard E. Ferreira
Joseph Latimer
Robert F. Jones
Kevin W. Kobza
Lawrence Machado
Scott McGarty
David Miller
Nicholas Sylvia
Herve W. Vandal, Jr.
Milan Whitaker



Town of Fairhaven

Department of Planning & Economic Development

Town Hall · 40 Center Street · Fairhaven, MA 02719

Telephone (508) 979-4023 x 8126

cdbg@fairhaven-ma.gov

Date: May 30, 2023

To: Fairhaven Select Board

CC: Angie Lopes Ellison, Town Administrator
Marie Ripley & Sue Masten, Planning & Economic Development

RE: Hedge Street Phase 3 Budget Amendment

The FY21 CDBG funded the third phase of improvements on Hedge Street, from Main Street to approximately #72 Hedge Street. Construction is now at punch list and is anticipated to be complete by the end of June, with final bills paid during July. We have approximately \$11,000 budgeted in this grant for administrative expenses that will not be utilized.

The Executive Office of Housing and Livable Communities (EOHLC, formerly DHCD as May 30, 2023) has given informal approval for the Town to transfer our unused grant administrative funds to the construction budget, which will be used to cover change order costs. In order to formally transfer the administrative funds to the CDBG construction budget, the Town must submit a grant amendment request.

I recommend the following motion:

I move to request EOHLC to transfer \$11,205.63 in surplus CDBG administrative funds to the Hedge Street Phase 3 construction project, and to authorize the Chair to sign all related documents.



SRPEDD
 Southeastern Regional Planning
 & Economic Development District

Acushnet
 Attleboro
 Berkley
 Carver
 Dartmouth
 Dighton
 Fairhaven
 Fall River
 Freetown
 Lakeville
 Mansfield
 Marion
 Mattapoisett
 Middleborough
 New Bedford
 N. Attleborough
 Norton
 Plainville
 Raynham
 Rehoboth
 Rochester
 Seekonk
 Somerset
 Swansea
 Taunton
 Wareham
 Westport

May 26, 2023

Leon E. Correy III, Chair
 Board of Selectmen
 40 Center St.
 Fairhaven, MA 02719

ATTN: Ms. Angie Lopes Ellison, Town Administrator

Dear Mr. Correy:

The Southeastern Regional Planning and Economic Development District (SRPEDD) has begun the annual process to elect two selectpersons/town representatives to serve on the Southeastern Massachusetts Metropolitan Planning Organization (SMMPO), the committee responsible for development and review of transportation policies, priorities, and projects for the 27 communities in the SRPEDD region.

The SMMPO is comprised of 13 members including acting Massachusetts Secretary of Transportation Jamey Tesler, MassDOT Highway Division Administrator Jonathan L. Gulliver, the Mayors from the region's four cities (Attleboro, Fall River, New Bedford, and Taunton), the Chair of the SRPEDD Commission, the administrators from the two regional transit authorities (SRTA and GATRA) and four (4) select persons/town representatives. Each year, two of these selectpersons/town representatives are elected to the SMMPO by a vote of the SRPEDD Commission.

The four selectpersons/town representatives that currently serve on this board include: **Robert Espindola (Fairhaven), Mark Germain (Middleborough), Diana Bren (Mansfield), and Jacob Vaught (Somerset)**. Both Mr. Espindola's and Mr. Germain's terms will expire this year (August 1, 2023) and they are eligible to seek re-election for another two-year term, but anyone will be allowed to contest their seats by seeking election. SMMPO election procedures require that at least one, but not more than two of the four selectpersons/town representatives represent towns within Plymouth County and/or Norfolk County. This requirement will continue to be met by Mr. Germain if he seeks re-election and is re-elected. If not, at least one selectperson/town representative from the towns of Middleborough, Lakeville, Carver, Rochester, Wareham, Mattapoisett, Marion, or Plainville must be elected to serve on the SMMPO.

We formally request the distribution of this letter and the enclosed materials to your fellow select board members or any member of a comparable executive branch of town government (Town Council member/Town Manager or Administrator) for consideration to serve on the SMMPO. The enclosed materials include a list of current members, the by-laws governing the SMMPO and an explanation of the purpose and responsibilities of the SMMPO. This is an individual decision and does not require approval of select board members. If elected, a vote on



SRPEDD
Southeastern Regional Planning
& Economic Development District

Acushnet
Attleboro
Berkley
Carver
Dartmouth
Dighton
Fairhaven
Fall River
Freetown
Lakeville
Mansfield
Marion
Mattapoisett
Middleborough
New Bedford
N. Attleborough
Norton
Plainville
Raynham
Rehoboth
Rochester
Seekonk
Somerset
Swansea
Taunton
Wareham
Westport

transportation issues will be based on that elected member's judgment of what is good for their town and for the region as a whole.

If any member of the select board or comparable executive branch of town government is interested in serving on the SMMPO, email (in PDF format) the enclosed **Self Nomination Form** by **Thursday, June 15, 2023**. The election shall take place at the monthly SRPEDD Commission meeting on Wednesday, June 28, 2023, and all nominees are encouraged to attend and speak as to why they would like to serve on the SMMPO.

After reviewing the enclosed material, please feel free to email me if you have any questions regarding the SMMPO or this process.

Respectfully,

Lisa Estrela-Pedro

Lisa Estrela-Pedro
Assistant Director of Transportation Planning

Enclosures:
SMMPO By-laws
SMMPO Info & Election By-laws
Self-nomination form 2023

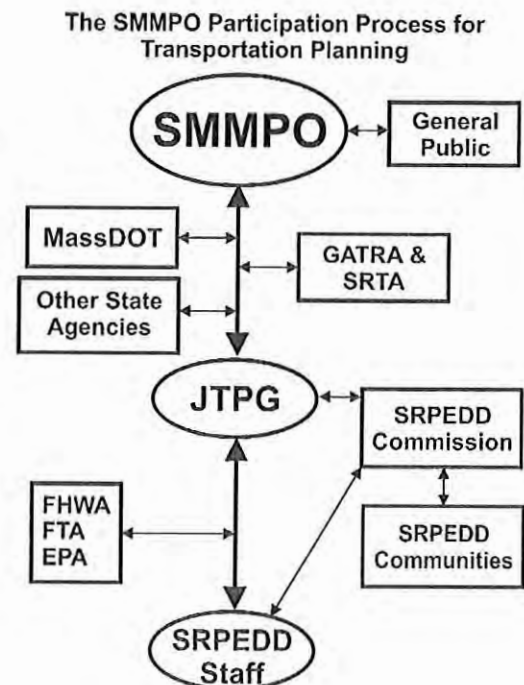
WHAT IS THE MPO?

Metropolitan Planning Organizations are established in urbanized areas across the nation to implement federally mandated transportation planning. The **Southeastern Massachusetts MPO (SMMPO)** was established in 1976 for southeastern Massachusetts and is responsible for programming federally mandated transportation planning and improvements. At that time, the Governor's office authorized and established thirteen (13) MPOs in Massachusetts that follow the boundaries of each of the 13 regional planning agencies. Nationally, there are 385 MPOs throughout the United States. The Southeastern Regional Planning and Economic Development District (SRPEDD) Transportation personnel acts as staff to the SMMPO.

The SMMPO board is responsible for determining how to spend federal funds for roadway and bridge improvement projects as well as for transit services. The SMMPO is comprised of the Secretary and CEO of the Massachusetts Department of Transportation (MassDOT); the Administrator of the MassDOT Highway Division; the Chair of SRPEDD; the Administrator of the Greater Attleboro-Taunton Regional Transit Authority (GATRA); the Administrator of the Southeastern Regional Transit Authority (SRTA); the Mayors of the Cities of Attleboro, Fall River, New Bedford, and Taunton, or their designees; and four Town Representatives (Chosen from the Select Board members or comparable elected executive branch of town government) representing 4 towns in the SRPEDD region. The Secretary of Transportation, Gina Fiandaca, is the Chairman of all of the 13 MPOs in the Commonwealth while Alan Slavin (Chair of the SRPEDD Commission) is the Vice-Chairman of the SMMPO.

The planning process that enables the initiation and implementation of transportation improvements for southeastern Massachusetts can be complicated and sometimes difficult to navigate. To begin, there are three key groups essential to the planning process for transportation improvements in our region; the **SMMPO**, the **Joint Transportation Planning Group (JTPG)**, and the **SRPEDD Commission**. The graphic to the right details the structure and roles of the SMMPO in relation to the other committee and agencies involved in this planning process.

The SRPEDD Transportation Planning Staff provides technical support and coordination services for the SMMPO. This includes organizational support, public outreach, the preparation of required federal certification documents, transportation studies and reports, regional transportation modeling, and transit planning. The SRPEDD Transportation



Planning Staff also works with the JTPG, the forum for public involvement and the advisory board to the SMMPO, to prepare key documents for presentation and review by the SMMPO board for endorsement. These documents include:

- **The Regional Transportation Plan** – This document is an assessment of existing and future needs of transportation and is updated every 4 years as required by federal and state transportation agencies,
- **The Transportation Improvement Program (TIP)** – The annual document that programs five consecutive years of federal and state funds for specific transportation projects (highways, roads, bridges, transit facilities, bike paths, etc.)
- **The Unified Planning Work Program (UPWP)** – the annual work program that outlines a scope of work and potential studies for the SRPEDD staff.

The importance of having local elected officials represented on the SMMPO ensures that transportation funding is distributed in a fair and equitable manner and throughout the entire region. It also provides an opportunity for municipalities to assist in prioritizing transportation needs for the region and develop policies with the development of the Regional Transportation Plan.

The SMMPO typically meets, on average, nine times per year at 1:00 PM on the third Tuesday of the month at the SRPEDD office in Taunton or virtually, but always keeping in accordance with the *Massachusetts, Open Meeting Law*. Additional meetings are possible if transportation issues need to be resolved. Meetings currently scheduled for the SMMPO include:

- **Tuesday, May 16, 2023 at 1:00 PM**
- **Tuesday, June 20, 2023 at 1:00 PM**
- **Tuesday, July 18, 2023 at 1:00 PM**

The following are the SRPEDD Commission by-laws pertaining to the SMMPO process and the election of the local board of selectmen to the SMMPO representative board.

Excerpt from the 2018 SRPEDD AGENCY POLICIES, Section III. BY-LAWS (*with amended language*)

PREAMBLE: These by-laws, adopted under the provisions of Massachusetts General Laws, Chapter 40B, Sections 9 to 19, define the Rules and Procedures for the activities of the Southeastern Regional Planning and Economic Development Commission as the governing body of the Southeastern Regional Planning and Economic Development District.

DEFINITION: The word "Commission" where appearing in these by-laws shall be construed to mean the Southeastern Regional Planning and Economic Development Commission. The word "District" wherever appearing in these by-laws shall mean a public body politic and corporate development known as the Southeastern Regional Planning and Economic Development District.

10. SOUTHEASTERN MASSACHUSETTS METROPOLITAN PLANNING ORGANIZATION (SMMPO):

- A. The Southeastern Massachusetts Metropolitan Planning Organization consists of thirteen (13) members representing the following:
1. Secretary and Chief Executive Officer of Massachusetts Department of Transportation;
 2. Highway Administrator of the MassDOT Highway Division;
 3. Chairman of Southeastern Regional Planning and Economic Development District Commission;
 4. Administrator of the Southeastern Regional Transit Authority (SRTA);
 5. Administrator of the Greater Attleboro Taunton Regional Transit Authority (GATRA);
 6. Mayors of Attleboro, Fall River, New Bedford, and Taunton; and
 7. Members of four (4) Boards of Selectmen in the Southeastern Regional Planning and Economic Development District (*or comparable executive branch of government*) to be elected by the Southeastern Regional Planning and Economic Development District Commission. (*In accordance with the Memorandum of Understanding, at least one, but not more than two of the four SMMPO town representatives shall be from towns within Plymouth County and/or Norfolk County.*)
- B. In accordance with the Memorandum of Understanding (MOU) relating to the comprehensive, continuing, and cooperative transportation planning process, the SRPEDD Commission is authorized to elect the four (4) representatives of Boards of Selectmen utilizing the procedure described below:
1. Term of Office: Two (2) representatives will be elected each year for two-year terms. Elections will be held annually in the month of May or June.
 2. Solicitation of Nominees: Annually, the SRPEDD Commission will send notices to the Board of Selectmen and SRPEDD Commissioners of each of its member towns. The purpose and role of the SMMPO and a description of the election process will accompany the notice. Each member of every local Board of Selectmen from member communities will be offered an opportunity to nominate themselves as a candidate for election to the SMMPO. Nominations will be returned to SRPEDD offices within four (4) weeks of the date they are distributed. Nomination forms are typically distributed by the second (2nd) week of the month of May.

3. Election of Selectmen Representatives: Nominations will be referred to the SRPEDD Commission for a vote at a regularly scheduled meeting of the Commission in the month of June. All names and towns of the interested selectmen will be printed on a paper ballot. Nominees will be invited to attend and speak at the meeting of the SRPEDD Commission when the vote is taken.
4. Designees: Board of Selectmen members elected to the SMMPO may send a designee to a meeting in their place. The designee may vote only with written and signed authorization from the elected SMMPO member.
5. Vacancies: Should a selectmen's position fall vacant between annual elections, the represented town for that vacancy may nominate, and the SRPEDD Commission may elect, a duly eligible candidate from that town's Board of Selectmen to temporarily fill the vacancy until the following election. In the event that no member of the municipality's Board of Selectmen is able to fill the vacancy, then any member town may nominate, and the SRPEDD Commission may elect, a candidate to fill the vacancy for the remainder of the term. (Amended May 23, 2018)

SOUTHEASTERN MASSACHUSETTS METROPOLITAN PLANNING ORGANIZATION (SMMPO)
FY2023 SMMPO MEMBERS

- Gina Fiandaca, MassDOT Secretary & CEO, Chair
- Alan Slavin, SRPEDD Commission Chairman, Vice-Chair
- Cathleen DeSimone, Mayor of Attleboro
- Paul Coogan, Mayor of Fall River
- Jonathan Mitchell, Mayor of New Bedford
- Shaunna O'Connell, Mayor of Taunton
- Jonathan L. Gulliver, MassDOT Highway Division Administrator
- Diana Bren, Mansfield (Term Expires 8/1/2024)
- Jacob Vaught, Somerset (Term Expires 8/1/2024)
- Mark Germain, Middleborough (Term Expires 8/1/2023)
- Robert Espindola, Fairhaven (Term Expires 8/1/2023)
- Erik Rousseau, SRTA
- MaryEllen DeFrias, GATRA

Ex-officio, non-voting members:

- Jeff McEwen, FHWA Division Administrator
- Peter Butler, FTA Deputy Regional Administrator
- Stephanie Crampton, Joint Transportation Planning Group Chairman

Self-Nomination Form

Select Board Member or an Elected Member of a Comparable Executive Branch of
Town Government (Town Council/Town Manager or Administrator) to be a
Representative to the Southeastern Massachusetts Metropolitan Planning
Organization (SMMPO)

I _____, as an Elected Member of the Board
of Selectmen/Town Council or Town Manager/Administrator for the Town
of _____, declare my interest as a candidate for
election by the SRPEDD Commission to the Southeastern Massachusetts
Metropolitan Planning Organization (SMMPO) for a two-year term
commencing on August 1, 2023.

Print Name: _____

Street Address: _____

Town: _____, MA Zip Code: _____

Phone: _____ email: _____

Signature: _____ Date: _____

Please return forms by **5:00 PM, Thursday, June 15, 2023** to:
Lisa Estrela-Pedro



Correspondence

Mass. Dept. of Agricultural Resources – Eversource notice of vegetation management plan

Public Notice: status report – Cumberland Farms Station V0015 to MassDEP

SRPEDD selected to host an American Connections Corps (ACC) member for 2023-2024

Fort Phoenix Beach Clean-up

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

225 Turnpike Road, 3rd Floor, Southborough, MA 01772
617-626-1700 fax: 617-626-1850 www.mass.gov/agrMaura T. Healey
GOVERNORKimberley Driscoll
LIEUTENANT
GOVERNORRebecca L. Tepper
SECRETARYAshley E. Randle
COMMISSIONER

Notice

Pursuant to the provisions of the Rights-of-Way Management Regulations, 333 CMR 11.00, to apply herbicides to control vegetation along rights-of-way (ROW), a five-year Vegetation Management Plan (VMP) and a Yearly Operational Plan (YOP) must be approved by the Massachusetts Department of Agricultural Resources (MDAR). Eversource Energy, Eastern MA (Central, Eastern, and Southeastern MA) holds a current VMP, therefore, notice of receipt of a YOP and procedures for public review is hereby given as required by Section 11.06 (3).

Eversource Energy, Eastern Ma has submitted a YOP to MDAR in April 2023.

In 2023 Eversource Energy, Eastern MA will conduct an Integrated Vegetation Management (IVM) program on their transmission and distribution lines. The intended vegetation control program will be consistent with Eversource Energy, Eastern MA's VMP (approved by MDAR in 2023). In accordance with the guidelines set forth in Eversource Energy, Eastern MA's VMP for Central, Eastern, and Southeastern, MA and YOP, herbicides will be selectively applied to target vegetation by licensed/certified applicators carrying backpack or handheld application equipment for the IVM program.

Eversource Energy, Eastern MA's YOP identifies the following 19 municipalities as locations where they intend to use herbicides to treat their electric Rights-of-Way in 2023:

Eastern MA (EMA) municipalities:			
Acushnet	Dover	Medfield	Wareham
Bridgewater	Duxbury	Middleborough	Westwood
Burlington	Fairhaven	Plymouth	Wilmington
Carver	Kingston	Plympton	Woburn
Chelsea	Marshfield	Walpole	

Eversource Energy, Eastern MA will only use herbicides recommended by MDAR for use in regulated sensitive areas for their IVM program. Pursuant to 333 CMR 11.04, no herbicides will be sprayed within any designated "no spray sensitive area" instead mechanical only methods will be used to control vegetation.

Public notification, by certified mail, will be provided to each "affected" municipality at least twenty-one days prior to any herbicide application.

In accordance with 333 CMR 11.06 (2), Eversource Energy, Eastern MA's YOP for Central, Eastern, and Southeastern, MA includes the identification of target vegetation; methods of identifying, marking and protecting regulated sensitive areas; application techniques; the herbicides, application rates, carriers and adjuvants proposed for use; alternative control measures, a list of the application companies and YOP supervisor; procedures for handling, mixing and loading herbicides; emergency resources including local, state

RECEIVED
MAY 15 11:00 AM 2023

Any questions or comments on the information provided in this *Notice* and the procedures established for the municipal review outlined above should be addressed to:

Clayton Edwards
Rights of Way Program
Massachusetts Department of Agriculture Resources
Pesticide Bureau
225 Turnpike Rd., 3rd Floor
Southborough, MA 01772

Any questions or comments regarding the YOP should be addressed to:

William Hayes, Senior Supervisor
Eversource Energy
Vegetation Management
247 Station Drive, SW-1036
Westwood, MA 02090-9230
781-441-3932 (office)

COMMENT PERIOD ENDS AT THE CLOSE OF BUSINESS (5pm), June 23, 2023



247 Station Drive, SW-1036
Westwood, MA 02090

William Hayes
Senior Supervisor
Electric Transmission
Vegetation Management

Certified mail-return receipt requested

May 01, 2023

Dear Municipal Official:

This letter is to inform you that Eversource Energy, Eastern MA intends to selectively apply herbicides in 2023 along the power line rights-of-way that pass through your municipality. This treatment is conducted as a component of an integrated vegetation management program that uses the appropriate mechanical and/or herbicides treatments to control vegetation in order to encourage the growth of healthy early successional ecological communities that benefit wildlife while allowing for the safe delivery of electricity to our customers.

Eversource Energy, Eastern MA's 2023-2027 *Five-year Vegetation Management Plan (VMP) for Eastern, MA* is posted at the following websites:

<https://www.mass.gov/service-details/rights-of-way-vegetation-management-vmpps-yops-and-notice>
<https://www.eversource.com/content/residential/about/reliability/vegetation-management/transmission-system-vegetation-management/transmission-vegetation-management-projects>

If you would like a hard copy, please contact us with this request.

Eversource Energy, Eastern MA's 2023 *Yearly Operational Plan (YOP) for Eastern MA* is also posted at the above websites. If you would like a hard copy, please contact us with this request.

Please review the YOP map(s) that locate the ROW corridors and the plotted location of known sensitive areas including public and private drinking water supplies. **If there are any additional sensitive areas located on or near the ROW's, please advise us as soon as possible so a permanent record can be established, and appropriate field protective actions implemented. We particularly rely on this process to collect corrections to the public wells and to record the location of private wells.** The enclosed maps will be updated with any new information that is received by Eversource Energy, Eastern MA and posted at the above website.

The herbicides are listed in Section VII of the YOP and will be selectively applied to target vegetation by experienced, Massachusetts' licensed/certified applicators that walk along the ROWs using backpack equipment.

The foliage treatments will take place between July 1st and October 18th along with cut surface treatments (CST). Fall CST, basal treatments or sensitive foliar treatments may be necessary and are scheduled between October 1st and December 31st in areas along the ROWs that might not have received a foliage treatment or to trees over 12 feet tall. The exact time is dependent upon weather conditions and field crew progress.

In compliance with 333 CMR 11.06-11.07, No herbicide applications will occur before the conclusion of the 45-day YOP review period, the 21-day treatment notice and the 48-hour newspaper notice. At the end of these review periods, which can run concurrently, no application shall commence more than ten days before nor conclude more than ten days after the treatment periods listed above.

All of the herbicides selected for this program are registered by the Federal Environmental Protection Agency, the Massachusetts Pesticide Board, and are recommended for use in and around sensitive areas jointly by the Massachusetts Pesticide Bureau and Massachusetts Department of Environmental Protection (please refer to the YOP for specifics).

The work will be performed by one of the following companies:

Vegetation Control Service, Inc. 2342 Main Street Athol, MA 01331 (978) 249-5348	Lewis Tree Service, Inc 300 Lucius Gordon Drive West Henrietta, NY 14586 (585) 436-3208
Stanley Tree 275 George Washington Hwy Smithfield, RI 02917 401-231-8733	North Eastern Tree Service 1000 Pontiac Avenue Cranston, RI 02920 (401) 941-7204

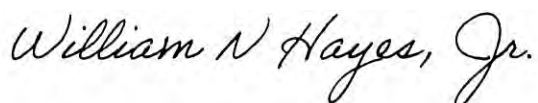
This informational 21-day notification is in compliance with Chapter 132B, section 6B of the Massachusetts General Laws and 333 CMR 11.05-11.07 Rights of Way Management and Chapter 85, Section 10 of the Acts of 2000.

For inquiries concerning the safety of the herbicides please contact:

Clayton Edwards
Rights of Way Program
Massachusetts Department of Agriculture Resources
Pesticide Bureau
225 Turnpike Rd., 3rd Floor
Southborough, MA 01772

If there are any questions or comments relative to technical questions about the treatment program, you would like a hard copy of the VMP or YOP, or have any questions about Eversource Energy, Eastern MA and its electrical rights-of-way system please contact William Hayes (781) 441-3932 for transmission lines and Paul Sellers (508) 957-4517 for distribution lines.

Sincerely,



William Hayes
Senior Supervisor

Enc: Environmental Monitor Notice
2023 Yearly Operational Plan Maps
45 Day YOP Public Notice and Review and Comment Period Document

cc: Board of Health
Board of Selectmen
Conservation Commission
Municipal Water Supplier
Massachusetts Pesticide Bureau

May 1, 2023

**45 Day Yearly Operational Plan
Public Notice, Review and Comment Period**

Dear Municipal Officials:

In compliance with 333 CMR 11.06, *45 Day Yearly Operational Plan Public Notice, Review and Comment*, please review Eversource Energy, Eastern MA's 2023 Yearly Operational Plan for Eastern, MA.

Posted at the listed websites, Eversource Energy, Eastern MA's *Yearly Operational Plan (YOP) for Eastern, MA* details specific information pertaining to the intended 2023 program:

<https://www.mass.gov/service-details/rights-of-way-vegetation-management-vmps-yops-and-notice>

<https://www.eversource.com/content/residential/about/reliability/vegetation-management/transmission-system-vegetation-management/transmission-vegetation-management-projects>

Please review the enclosed maps that locate the rights-of-way and the location of known *sensitive areas*. If there are any additional *sensitive areas* located on or near the right-of-way, please advise us as soon as possible, so we may establish permanent records and implement appropriate field protective actions. We particularly rely on this process to collect corrections to the public wells and to record the locations of private wells. The enclosed maps will be updated with any new information that is received by Eversource Energy, Eastern MA and posted at the above website. If you would like a hard copy of the YOP please contact us with this request.

Also please review the enclosed copy of the Environmental Monitor Notice, published under the Massachusetts Environmental Policy Act (MEPA) also located at:

<https://eeaonline.eea.state.ma.us/EEA/MEPA-eMonitor/home>

Enclosures: 21 Day Letter
Environmental Monitor Notice
2023 Yearly Operational Plan Maps

Notice Sent to: Chief Elected Municipal Official
Board of Health
Conservation Commission
Municipal Water Supplier
Massachusetts Pesticide Bureau



10 State Street, Suite 100
Woburn, MA 01801
781.932.9400 | oneatlas.com

May 17, 2023

Town of Fairhaven Select Board

Town Hall
40 Center Street
Fairhaven, Massachusetts 02719

**SUBJECT: Public Notification Requirements
Submittal of a Status Report to Maintain Remedy Operation Status
Cumberland Farms Station V0015
95 Huttleston Avenue, Fairhaven, Massachusetts
Release Tracking Number (RTN) 4-14705
Atlas Project No. 055005423**

Dear Ms. Powers:

On behalf of Cumberland Farms, Inc., ATC Group Services LLC dba Atlas Technical (Atlas) is providing notice of the submittal of a Status Report to Maintain Remedy Operation Status pursuant to 310 CMR 40.1403(3)(e) at the referenced property.

The Status Report is being submitted electronically to MassDEP and is available for public review using the following website: <http://db.state.ma.us/dep/cleanup/sites/search.asp>. Copies of the site plan and conclusions of the Status Report are attached.

If you should have any questions concerning this submittal, please do not hesitate to contact the undersigned.

Respectfully submitted,

ATLAS TECHNICAL

A handwritten signature in blue ink, appearing to be "Patrick D. Corcoran".

Patrick D. Corcoran, LSP
Senior Project Manager
for Atlas Technical

Attachments: Site Plan
Conclusions of the Status Report to Maintain Remedy Operation Status

cc.: MassDEP
Cumberland Farms, Inc.

File: BOS PI Letter



REMEDIAL ACTION PERFORMANCE EVALUATION [310 CMR 40.0892(2)(C)]

As shown in **Table 1**, concentrations of CVOCs decreased sharply in the overburden treated area after the 2011-2015 injections, although evidence of post-remedial injection rebound has been observed at ECS-21 after the February 2019 event and in subsequent groundwater sampling events. Based on data obtained in 2021 and 2023, CVOC levels at ECS-21 have restabilized. No significant decrease in bedrock aquifer CVOC concentrations was observed after the 2019 bedrock injection. The application of Remedial Additives as well as the implementation of SVE and MNA appear to have resulted in source-area reduction within the shallow overburden groundwater on the CFI property and adjacent Honey Dew property.

Although CVOC concentrations in overburden wells had decreased as a result of the injections, with evidence of post-remedial injection rebound at ECS-19S, ECS-20S, ECS-21 and GP-8R, concentrations of CVOCs in bedrock wells remained elevated (see **Table 2**). Remedial Additive injections were therefore proposed to address CVOCs in bedrock. Due to uncertainty regarding the depths of bedrock fractures and the behavior of Remedial Additives in bedrock at the Disposal Site, the initial bedrock injection was limited to one location, near ECS-7 and ECS-9. The location was selected based on groundwater conditions at and downgradient of ECS-7 and ECS-9, and with consideration of safety relative to underground utilities and the proximity to the UST system. Based on post-injection groundwater sampling data obtained in November 2019 and subsequent groundwater sampling events, the injection did not appear to have reduced concentrations of CVOCs in nearby bedrock wells on the CFI property (ECS-7 and ECS-9) or downgradient on the Honey Dew property (ECS-15). This finding appeared to indicate a limited radius of influence around the bedrock injection point. Concentrations of CVOCs at ECS-7 and ECS-9 were similar to previous events during this reporting period. The concentration of PCE at ECS-15 during the November 2020 event was the highest observed at this location since 2010, but was remain lower in all sampling events since February 2021. Further monitoring is needed to determine whether the reduction in CVOC concentrations is a result of injections or groundwater elevation fluctuation.

During this reporting period, analyses of selected samples for dissolved iron, dissolved potassium, and TOC were inadvertently omitted. Analyses for these parameters will resume during the next reporting period. Through the previous reporting period, no significant increase in Remedial Additive byproducts was encountered as a result of the injection. Atlas will continue to evaluate the effectiveness of the CRA through future groundwater sampling events. Atlas is evaluating the most appropriate locations for additional bedrock injection events.

Atlas will continue to monitor indoor air at the CFI store and adjacent Honey Dew Donuts facility to evaluate the potential vapor intrusion pathway.

Based on the information provided herein, the performance standards as outlined in 310 CMR 40.0893(2) to maintain ROS have been met. As demonstrated in preceding ROS Status Report, and since groundwater conditions are similar to the previous reporting period. A condition of No Substantial Hazard continues at the Disposal Site and no conditions affecting the performance of the CRA are present.

S:\ENVIRO\CLIENTS - PROJECTS\A - \CP\0550054 FAIRHAVEN CT #0015\CAD\055005419-SITE - STANDARD\055005419-SITE.DWG, FIG2



LEGEND:

- ★ ECS-1 OVERBURDEN MONITORING WELL
Well Identification
- ★ ECS-14 BEDROCK MONITORING WELL
Well Identification
- ★ GP-1 ABANDONED MONITORING WELL
Well Identification
- ★ IRRIGATION WELL
- SITE PROPERTY LINE
- PARCEL LINE

NOTE: ALL LOCATIONS ARE APPROXIMATE

Project Number: 055005419 Drawing File: SEE LOWER LEFT	Des. By: DH Ck'd. By: JH App'd By: 	<p style="text-align: center;">SITE PLAN CUMBERLAND FARMS 89-95 HUTTLESTON AVENUE FAIRHAVEN, MASSACHUSETTS</p> <p>Date: 1/19 Scale: AS SHOWN Figure: 2</p>
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IMAGERY PROVIDED BY MAP DATA © 2018 GOOGLE, INEGI

SCALE: 1" = 100'

From: **Jeffrey Walker**
Date: Thu, May 18, 2023 at 4:18 PM
Subject: Re: American Connection Corps Host Site Selection
To: Scott McFarland
Cc: Meghan Carver, Joshua Eichen

Many thanks, Scott/All!

We are honored to have been selected as a host organization and look forward to partnering with LFA, MBI and our upcoming ACC Fellow on advancing broadband equity and access across Southeast MA and the 27 communities that we serve.

Thank you again for the opportunity. We are excited to get underway!

With warm regards,

Jeffrey Walker, AICP
Executive Director, Southeastern Regional Planning and Economic Development
District (SRPEDD)
88 Broadway. Taunton, MA 02703

From: Scott McFarland
Sent: Thursday, May 18, 2023, 4:00 PM
To: Jeffrey Walker
Cc: Meghan Carver; Joshua Eichen
Subject: Fwd: American Connection Corps Host Site Selection

Dear Jeffrey Walker,

Thank you for your detailed application and fruitful interview conversation. After receiving and screening over 100 applicants, the Lead For America team is pleased to inform you that Southeastern Regional Commission and Economic Development District (SRPEDD) has been selected to host an American Connections Corps (ACC) member for the 2023-24 Program Year. The Massachusetts Broadband Institute (MBI), in partnership with Comcast, will be covering your host site placement fee for the 2023-2024 program year. Congratulations!

Through a competitive selection process with over 170 placement requests and 100 applicants, our team believes that your organization has demonstrated strong alignment with our evaluation criteria. We are confident that this long-term partnership will result in positive outcomes for both your organization and the community you serve.

In order for our team to best serve your community, organization and future member, we ask that you help us by prioritizing timely communication and collaboration with the ACC team. The host onboarding and member selection process will move quickly over the next few weeks and our goal is to communicate steps clearly and efficiently. That being said, here's what we need from you at this time:

- **Confirm acceptance** as a 2023 host site. Please respond letting us know you are still interested [by Wednesday, May 24](#).
- **Complete the [Recruitment Preference Form](#)** to specify what specific skills and characteristics you'd like to have in a member. This form will take about 10 minutes to complete. Keep in mind while we cannot guarantee that candidates will meet all these criteria, we will do our best to accommodate your preferences and place a values-aligned and dynamic member with your organization. [Please complete the form by this Wednesday, May 24](#).
- **Familiarize yourself with the attached timeline** to help you understand the process and capacity commitment for the next couple of months. While this timeline is subject to change based on the candidate pool, we will do our best to adhere to it and to make you aware of any changes.
- **Use [these instructions](#)** to provide your interview availability via Pinpoint. This is the same platform our team used to schedule your host site interview and will allow us to streamline scheduling with candidates. *While we only have the capacity to include one team member's availability in Pinpoint, you can forward the calendar invite to more team members (we just ask that you limit the number of team members on the interview to 3).* If you have any trouble with the system, contact my teammate Cadie Giba [Please provide your availability by this Wednesday, May 24](#).
- **Review the [Presentation Deck](#)** to gain an overview of the recruitment and interview process. [Please review prior to your first member interview](#).
- **Review the [Interview Guide](#)** to learn how interviews will be conducted. Our goal is to select members that are in alignment with Lead For America's mission and values, as well as your management style and organizational culture. [Please review prior to your first member interview](#).

- Use the [Social Press Kit](#) to equip you and your team with pre-made social media posts. These resources were developed to help your organization promote your selection as a host site and encourage candidates in your community to apply to become a 2023 ACC Member. More resources will be added throughout the summer. **Your active sharing of the ACC member application - on social media and elsewhere in your community - will help immensely with recruitment.** [Please begin sharing as soon as possible.](#)
- Complete the [Position Description Template](#) by making a copy of the Google Doc and inserting your information into the yellow sections. This is where you will share specifically what the member will be doing to serve and transform your community! This document is primed with the requirements of Lead For America, the American Connection Corps program and AmeriCorps. Pay special attention to the “Position Summary” section as that will be especially helpful for recruiting high-quality members. We understand this can be tricky and are available to talk through any questions or concerns to ensure the future member is set up for success. [Please email your completed template by Friday, May 31.](#)

[All documents above can be easily accessed in this Google Folder.](#)

Shortly you will receive another email with the full American Connection Corps contract. If you have any questions or concerns, please do not hesitate to reach out to me or my teammate Meghan Carver. Thank you for your continued dedication to service, and congratulations once again on being selected as an ACC host site. We are looking forward to a long-term partnership with you and your organization!

Yours in service,



Scott McFarland
Director of National Service | Lead for America

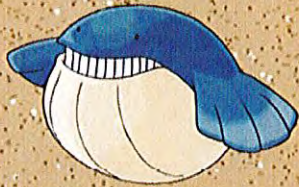
www.leadforamerica.org
www.americanconnectioncorps.org



Join our Beach Clean Up! Sat., June 10 at Fort Phoenix



Celebrate World Ocean's Day!
10am-12pm: Beach Clean Up



12pm-1pm: Pokemon Giveaway,
Create Upcycled Art with the New
Bedford Art Museum's Art Mobile &
Mass Audubon, & Pizza!



Any students that would like a volunteer
certificate for participating in this
community service, please register by
emailing Bethany at Bsilva@sailsinc.org



For more information, please contact Bethany at
508-979-1647 or email at Bsilva@sailsinc.org.

This event is made possible by the following
community partners:

Be The Solution



New Bedford Art Museum/Artworks!

