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2020 JUL -9 PM 2:43

DARTMOUTH TOWN CLERK

TOWN OF DARTMOUTH
MASSACHUSETTS



Select Board's Agenda
July 13, 2020

- 6:30 p.m. **Open Meeting via Remote Access**
YouTube link will be posted to Town Website the day of the Meeting
- 6:30 p.m. Pledge of Allegiance to the Flag
Moment of Silence
Signing of the Warrant

REORGANIZE THE BOARD

I. Appointments:

- 6:30 p.m. HEARING-Eversource- Proposed Pole Location Hixville Road
- 6:34 p.m. HEARING-American Multi-Cinema Inc. - Change of Officers/Directors/ LLC Manager
- 6:36 p.m. 61A Filing -Merrylegs Farm
- 6:45 p.m. Joint Meeting with the Finance Committee

II. New Business:

- A. Scouts Troop 74- Tyler Ferreira
- B. Recognition of Mike O'Reilly, Lynn Medeiros and Deborah Wender's Retirement
- C. Dias Landing Study Contract Award
- D. Line Item Transfers- Pension- Greg Barnes

- E. DPW Board Applicant (3)
- F. Letter of Interest- Veterans Advisory Board
- G. Age Friendly Adoption- Deb and Amy
- H. Future Meeting Dates
- I. Interim Town Clerk Discussion
- J. Annual Reappointments and Attendance

Assistant Animal Control Officer

Traci Martin

Board of Appeals

Michael Medeiros

Rahim Aghai

Library Building Committee

Lynne Antunes

III. Old Business:

- A. Bliss Corner Update
- B. Cecil Smith/Mary Robinson Property
- C. Lake Noquochoke
- D. Fishing Pier

IV. Minutes:

June 22, 2020

June 30, 2020

V. Information

Sent 7-9-2020

INVITE TO ZOOM MEETING

DONNA ROSA

AMC- UPTON

TYLER FERREIRA

MIKE O'REILLY

LYNNE MEDEIROS

DEBORAH WENDER

CHRISTINE O'GRADY

GREG BARNES

FIN COM

VETERAN ADVISORY BOARD APPOINTMENT

AMY DIPIETRO

LAUREL OWEN

CHRISTOPHER OWEN

ZNOBIA BAALBAK

SUE GUIDUCCI

KRISTEN UTERIC

ANTHONY SAVASTANO

BRIAN CRUISE

YOUTUBE LINKS

RESIDENTS WHO SENT IN LETTERS REGARDING MARRYLEGS FARM

Town



RECEIVED
TOWN OF DARTMOUTH
2020 JUN 15 AM 6:47

50 Duchaine Blvd
New Bedford, MA 02745

June 1, 2020

Select board
Town Hall
Dartmouth, MA 02747

Select board:

Enclosed is a petition for **1** proposed pole location(s) on **Hixville Road, Dartmouth, Massachusetts**.

This proposed location(s) is required to accommodate solar array at #464 Hixville Road. This petition will require a notice to abutters and a hearing.

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

Very truly yours,

A handwritten signature in black ink, appearing to read "Donna Rosa".

Donna Rosa
Right-of-Way
Representative

DR: dh
Enclosures

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

New Bedford, Massachusetts
MAY 29, 2020

To the Board of Selectmen of **Dartmouth**, Massachusetts

NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy) and
VERIZON NEW ENGLAND, INC.

request permission to locate poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used in common by our petitioners, along and across the following public way or ways:-

HIXVILLE ROAD, North of Cross Road
WO#2239746

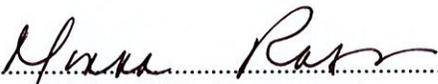
One (1) Pole
POLE #210/52.5

Wherefore they pray that after due notice and hearing as provided by law, they be granted joint or identical locations for and permission to erect and maintain poles, wires, and cables, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked Plan No. **6868**, Dated **MAY 29, 2020**.

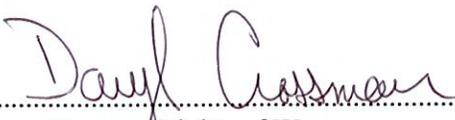
Also for permission to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

Your petitioners agree to reserve space to one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy)

By.....
Right-of-Way Representative

VERIZON NEW ENGLAND, INC.

By.....
Manager Rights of Way

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

In Board of Selectman of the Town of **Dartmouth**, Massachusetts.

Notice having been given and a public hearing held, as provided by law.

IT IS HEREBY ORDERED:

that the **NSTAR ELECTRIC COMPANY** (d/b/a Eversource Energy) and **VERIZON NEW ENGLAND, INC.**

be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and their respective wires and cables to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the **29** day of **MAY, 2020**.

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

Poles shall be of sound timber and reasonably straight, and shall be set substantially at the points indicated upon the plan marked Plan No. **6868**, Dated **MAY 29, 2020** filed with said petition. There may be attached to said poles by said **VERIZON NEW ENGLAND, INC.** not to exceed **40** wires and **4** cables and by said **NSTAR ELECTRIC COMPANY** (d/b/a Eversource Energy) necessary wires, cables and fixtures

and all of said wires and cables shall be placed at a height of not less than **18** feet from the ground at highway crossings, and not less than **16** feet from the ground elsewhere.

The following are public ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:-

HIXVILLE ROAD, North of Cross Road
WO#2239746

One (1) Pole
POLE #210/52.5

Also that permission be and hereby is granted each of said Companies to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the Board of Selectmen of the Town of **Dartmouth**, Massachusetts held on the _____ day of _____, 2020.


DPW 6-15-2020

Clerk of Selectmen.

(over)

CA-72 EO REV 2-81

This form should be used by the Town Clerk to make a certified copy of the Original and mail same to:

Eversource Energy
50 Duchaine Blvd
New Bedford, MA 02745
Attn: Donna Rosa

We hereby certify that on _____ 2020, at _____ o'clock, _____ M., a public hearing was held on the petition of the NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy) and VERIZON NEW ENGLAND, INC.

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

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.....
Selectmen of the Town of **Dartmouth**
Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the Board of Selectmen of the Town of **Dartmouth**, Massachusetts, on the _____ day of _____, 2020, recorded with the records of location orders of said Town Book, _____ Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

Town Clerk.

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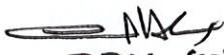
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DPW 6-15-2020

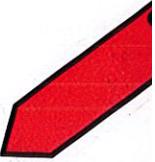
Clerk of Selectmen.

This form should be used by the Town Clerk to make a certified copy of the Original and mail same to: _____ (er)

Verizon New England, Inc.
385 Myles Standish Blvd
Taunton, MA 02780
Attn: Darryl Crossman

We hereby certify that on _____ 2020, at _____ o'clock, _____ M., a public hearing was held on the petition of the NSTAR ELECTRIC COMPANY (d/b/a Eversource Energy) and VERIZON NEW ENGLAND, INC.

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



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(over)

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Selectmen of the Town of **Dartmouth**
Massachusetts

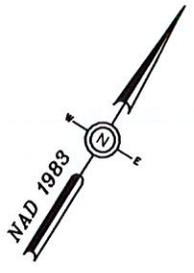
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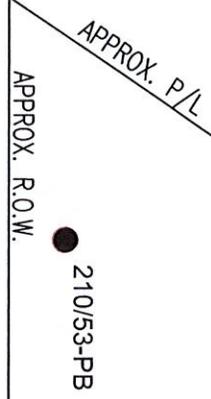
Town Clerk.

Plan to accompany petition of EVERSOURCE ENERGY
 To install New JO pole 210/52.5
 for solar array @ #464 Hixville Road



PARCEL ID: 63_3
 HIXVILLE ROAD

PARCEL ID: 62_41
 HIXVILLE ROAD



HIXVILLE RD

EDGE OF PAVEMENT (EOP)

EDGE OF PAVEMENT (EOP)

LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- Existing Conduit
- Proposed Pole
- Existing Pole
- M Proposed Multitap
- Proposed Manhole

APPROX. R.O.W.
 PARCEL ID: 56_17
 HIXVILLE ROAD

APPROX. R.O.W.
 PARCEL ID: 62_5
 HIXVILLE ROAD



SCALE IN FEET

BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO THE INFORMATION, NEITHER NSSTAR ELECTRIC OR ANY OF ITS AFFILIATES, SUBSIDIARIES, AGENTS, CONTRACTORS, OR SERVICE PROVIDERS, SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION, OR FOR ANY SUCH LOSS OR INJURY TO THE MAXIMUM EXTENT ALLOWED BY LAW. YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE NSSTAR ENTITIES HARMLESS FROM ANY SUCH LOSS OR INJURY.

THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, OR EITHER EXPRESSED OR IMPLIED UNAUTHORIZED ATTEMPTS TO MODIFY THE INFORMATION OR USE THE INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

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

MASS. LAW

Plan #	6868	 d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125			
Ward #					
Work Order #	2239746	Plan of HIXVILLE ROAD DARTMOUTH, MA			
Surveyed by:	N/A				
Research by:	JC	Showing PROPOSED POLE LOCATION			
Plotted by:	GR				
Proposed Structures:	LM				
Approved:	A DEBENEDICTIS	Scale	1"=20'	Date	MAY 29, 2020
P#		SHEET	1 of 1		

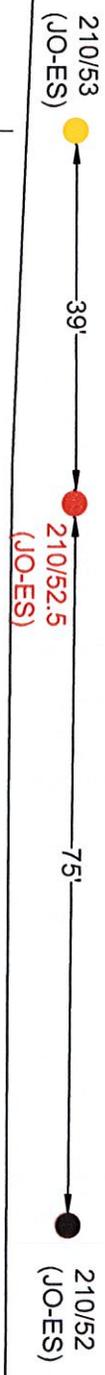
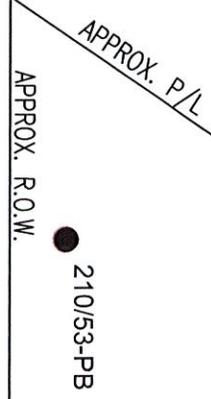
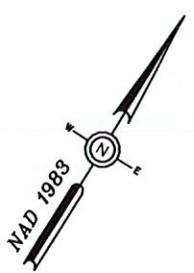
PARCEL ID: 63_3
HIXVILLE ROAD

PARCEL ID: 62_41
HIXVILLE ROAD

PARCEL ID: 56_17
HIXVILLE ROAD

PARCEL ID: 62_5
HIXVILLE ROAD

Plan to accompany petition of EVERSOURCE ENERGY
To install New JO pole 210/52.5
for solar array @ #464 Hixville Road



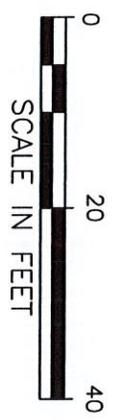
HIXVILLE RD

EDGE OF PAVEMENT (EOP)

EDGE OF PAVEMENT (EOP)

LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- Existing Conduit
- Proposed Pole
- Existing Pole
- M Proposed Multitap
- Proposed Manhole



SCALE IN FEET

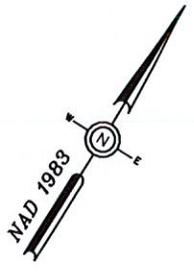
BY YOUR USE OF THE INFORMATION CONTAINED IN THIS MAP, YOU AGREE THAT NO WARRANTY OF ANY KIND IS MADE BY THE ENGINEER OR ARCHITECT FOR THE INFORMATION, EITHER AS TO THE ACCURACY OF THE INFORMATION OR AS TO THE RESULTS OF THE INFORMATION. THE INFORMATION IS PROVIDED AS IS AND THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE, LOSS OF PROFITS, OR INJURY CAUSED IN WHOLE OR IN PART BY USE OF THIS INFORMATION, OR IN RELIANCE UPON IT TO THE MAXIMUM EXTENT ALLOWED BY LAW. YOU AGREE BY YOUR ACCEPTANCE OF THE INFORMATION TO RELEASE, INDEMNIFY AND HOLD THE ENGINEER HARMLESS FROM ANY SUCH LOSS OR INJURY. THE INFORMATION MAY NOT REPRESENT A SURVEY, MAY NOT BE THE MOST COMPLETE AND IS SUBJECT TO CHANGE WITHOUT NOTICE. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION, INFORMATION FOR OTHER THAN ITS INTENDED PURPOSES ARE PROHIBITED.

MASS. LAW

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Plan #	6868				
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Research by:	JC	Showing PROPOSED POLE LOCATION			
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Proposed Structures:	LM				
Approved:	A DEBENEDICTIS	Scale	1"=20'	Date	MAY 29, 2020
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PARCEL ID: 63_3
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 HIXVILLE ROAD

APPROX. P/L

210/53-PB

APPROX. R.O.W.

210/53
 (JO-ES)

210/52.5
 (JO-ES)

210/52
 (JO-ES)

39'

75'

APPROX. 2,245' TO
 CROSS RD.

HIXVILLE RD

EDGE OF PAVEMENT (EOP)

EDGE OF PAVEMENT (EOP)

APPROX. R.O.W.

APPROX. R.O.W.

APPROX. P/L

- ## LEGEND
- ⊕ Proposed Hand Hole
 - ⊕ Existing Hand Hole
 - Proposed Conduit
 - Existing Conduit
 - Proposed Pole
 - Existing Pole
 - Ⓜ Proposed Multitap
 - Ⓜ Proposed Manhole



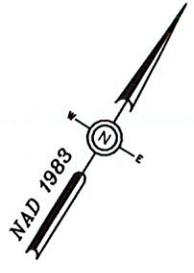
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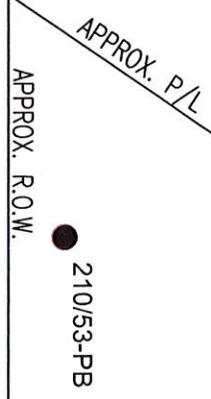
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 HIXVILLE ROAD

PARCEL ID: 62_41
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HIXVILLE RD

EDGE OF PAVEMENT (EOP)

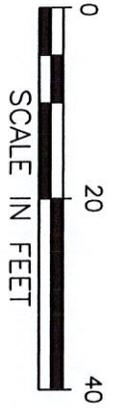
EDGE OF PAVEMENT (EOP)

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- Existing Conduit
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- Existing Pole
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- Ⓜ Proposed Manhole

PARCEL ID: 56_17
 HIXVILLE ROAD

PARCEL ID: 62_5
 HIXVILLE ROAD



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P#		SHEET	1 of 1		

The Commonwealth of Massachusetts
Town of Dartmouth
Notice of Abutters

June 22, 2020

Dear Abutter,

In conformity with the requirements of Section 22 of Ch. 166 of the General Laws (Ter.Ed.), you are hereby notified that a **Public Hearing** will be held via ZOOM (see information below) with the **Town of Dartmouth**, Massachusetts, on **July 13, 2020 at 6:30 p.m.**, upon the petition of Eversource Energy for 1 proposed pole location at 464 Hixville Road, across or under the following public ways of said town.

Shawn MacInnes
Town Administrator
Town of Dartmouth

Topic: Town of Dartmouth Select Board's Zoom Meeting
Time: Jul 13, 2020 06:30 PM Eastern Time (US and Canada)

Direct Link:

<https://us02web.zoom.us/j/87863027625?pwd=QlU0SVFjK3AvcWcwSDUzM29BL1RLUT09>

Meeting ID: 878 6302 7625

Password: 388855

Phone: 1 646 876 9923

https://youtu.be/sg0IP_gqe6M

Town of Dartmouth
Office of the Select Board
Shawn MacInnes, Town Administrator
Phone (508) 910-1813 / Fax (508) 910-1839

LICENSE APPLICATION SIGN-OFF SHEET

DATE: June 24, 2020

APPLICANT: American Multi-Cinema Inc.

D/B/A: AMC Dartmouth Mall 11

ADDRESS: 140 North Dartmouth Mall PARCEL: 167/68

Change of Officers/Directors/LLC Managers

CONSERVATION

Permitting or approval needed from your department?

_____ YES _____ NO

EXPLAIN:

Signature _____

BOARD OF HEALTH

Permitting or approval needed from your department?

_____ YES _____ NO

EXPLAIN:

Signature _____

TOWN COLLECTOR

Does the applicant have any outstanding tax issues?

_____ YES ~~_____~~ NO

EXPLAIN:

Signature 

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_____ YES _____ NO

EXPLAIN:

Signature _____

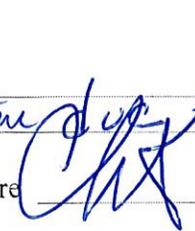
BOARD OF HEALTH

Permitting or approval needed from your department?

 X YES _____ NO

EXPLAIN:

Food service
Temp. Closure at this time due to Gov. Orders

Signature  _____

TOWN COLLECTOR

Does the applicant have any outstanding tax issues?

_____ YES _____ NO

EXPLAIN:

Signature _____

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ADDRESS: 140 North Dartmouth Mall PARCEL: 167/68

Change of Officers/Directors/LLC Managers

Licenses issued by the Select Board may require permits, variances or considerations from other Town Offices. This sheet must be completed and submitted along with the license application or the license application will not be accepted.

**DIRECTOR OF INSPECTIONAL SERVICES/ZONING ENFORCEMENT OFFICER
GAS OR ELECTRIC**

Will a Special Permit or Variance be required from the Zoning Board of Appeals?
Permitting or approval needed from your department?

_____ YES _____ NO

EXPLAIN:

N/A

Signature _____

PLANNING BOARD STAFF

Permitting or approval needed from your department?

_____ YES _____ NO

EXPLAIN:

N/A

Signature _____

American Multi-Cinema, Inc.
d/b/a AMC Dartmouth Mall 11
140 N Dartmouth Mall,
Dartmouth, MA 02747
Date Filed: June 23, 2020

APPLICATION FOR CHANGE OF BENEFICIAL INTEREST

1. Summary of Transaction
2. \$200 Monetary Transmittal Form
3. \$100 Local Filing Fee
4. Application for Change of Beneficial Interest
5. Applicant's Statement
6. Vote of Corporate Board
7. State CORI Forms
 - Adam Aron
 - Kevin Connor
 - Sean Goodman
 - John McDonald
8. Business Structure Documents
9. DOR Certificate of Good Standing
10. DUA Certificate of Compliance

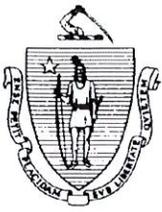
Andrew Upton
DiNicola, Seligson & Upton, LLP
Six Beacon Street, Suite 700
Boston, MA 02108
P. 617-279-2595
F. 617-426-0587
Andrew.Upton@dsu-law.com

SUMMARY OF TRANSACTION

APPLICATION FOR CHANGE OF BENEFICIAL INTEREST

American Multi-Cinema, Inc. d/b/a AMC Dartmouth Mall 11 is submitting an Application for Change of Beneficial Interest. This Application requests a Change of Officers and Directors at the Licensee level. Sean Goodman will replace Craig Ramsey as EVP/CFO and Director of American Multi-Cinema, Inc. No financial transaction is present. There is no other change to Licensee.

Current Principals	Proposed Principals
Craig Ramsey - Executive VP, CFO, & Director	Sean Goodman - Executive VP, CFO, & Director
Adam Aron - President & CEO	Adam Aron - President & CEO
Kevin Connor - Senior VP, GC, Director & Secretary	Kevin Connor - Senior VP, GC, Director & Secretary
John McDonald - Executive VP & Director	John McDonald - Executive VP & Director



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|---|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input checked="" type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.

 Transaction Processed Successfully. INVOICE #: 5a1b4211-0870-4bf3-956d-645b8a73b1a4.		
Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	AMC COBI - DARTMOUTH	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 6/22/2020 12:48:19 PM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
AMC COBI - DARTMOUTH

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Andrew

Last Name:
Upton

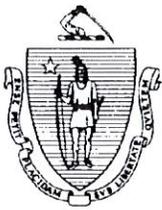
Address:
6 Beacon Street, Suite 700

City:
Boston

State:
MA

Zip Code:
02108

Email Address:
Andrew.Upton@dsu-law.com



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

APPLICATION FOR AMENDMENT

-Change of Officers, Stock or Ownership Interest

Change of Officers/ Directors/LLC Managers **Change of Stock Interest**

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- CORI Authorization
- Vote of the Entity
- Payment Receipt
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

(e.g. New Stockholders or Transfer or Issuance of Stock)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- CORI Authorization
- Financial Statement
- Vote of the Entity
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Payment Receipt
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

Change of Ownership Interest

(e.g. LLC Members, LLP Partners, Trustees etc.)

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Stock Application
- CORI Authorization
- Financial Statement
- Vote of the Entity
- Purchase & Sale Agreement
- Supporting Financial Records
- Advertisement
- Payment Receipt
- Business Structure Documents
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth

Non-Profit Club Change of Officers/ Directors

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Change of Officer/Directors Application
- Vote of the club signed by an approved officer
- Payment Receipt
- Business Structure Documents -**Articles of Organization** from the Secretary of the Commonwealth

Management Agreement

- DOR Certificate of Good Standing
- DUA Certificate of Compliance
- Management Agreement
- Vote of Entity
- Payment Receipt

**If abutter notification and advertisement are required for transaction, please see the local licensing authority.*

1. BUSINESS ENTITY INFORMATION

Entity Name	Municipality	ABCC License Number
American Multi-Cinema, Inc.	Dartmouth	02675-RS-0266

Please provide a narrative overview of the transaction(s) being applied for. Attach additional pages, if necessary.

This Application requests a Change of Officers/Directors at the Licensee Level. Sean Goodman will replace Craig Ramsey as EVP/CFO and Director of American Multi-Cinema, Inc. No financial transaction is present. There is no other change to Licensee.

APPLICATION CONTACT

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

Name	Title	Email	Phone
Andrew F. Upton	Attorney	Andrew.Upton@dsu-law.com	617-279-2595

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

2. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Sean D. Goodman	4456 Chattahoochee Plantation Dr., Marietta, GA	059-82-4570	05/27/1965

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Executive VP & CFO	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Adam M. Aron	5133 Fisher Island Drive, Miami Beach, FL 33109	198-46-9027	09/30/1954

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President & CEO	0%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
John D. McDonald	3140 W. 138th Terrace, Leawood, KS 66224	541-54-3257	05/22/1957

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Executive VP	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Kevin M. Connor	833 Westover Road, Kansas City, MO 64113	500-78-1995	11/17/1962

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Senior VP, GC & Secretary	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
AMC Entmt. Holdings, Inc.	11500 Ash St., Leawood, KS 66211	n/a	n/a

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Parent Company of Licensee	100%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 2, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement. Yes No

APPLICATION FOR AMENDMENT-Change of Officers, Stock or Ownership Interest

3. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Craig R. Ramsey	Executive VP, CFO, & Director	0%
Adam M. Aron	President & CEO	0%
John D. McDonald	Executive VP & Director	0%
Kevin M. Connor	Senior VP, GC, Director & Secretary	0%
AMC Entertainment Holdings, Inc.	Parent Company of Licensee	100%

4. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 2, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
See Attached			

5. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified identified in question 2, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 4 or 5 ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation
10/08/2010	American Multi-Cinema, Inc.	Framingham	One day suspension for service to minor decoy.

Attachment:

American Multi-Cinema, Inc. Locations - Massachusetts

D/B/A	City/Town	Address
AMC Boston Common 19	Boston	175 Tremont St. Boston, MA 02111
AMC South Bay Center 12	Boston	25 District Ave, Dorchester, MA 02125
AMC Burlington Cinema 10	Burlington	20 South Ave, Burlington, MA 01803
AMC Liberty Tree Mall 20	Danvers	100 Independence Way, Danvers, MA 01923
AMC Dartmouth Mall 11	Dartmouth	140 N Dartmouth Mall, Dartmouth, MA 02747
AMC Dine-In Framingham 16	Framingham	22 Flutie Pass, Framingham, MA 01701
AMC Methuen 20	Methuen	90 Pleasant Valley St, Methuen, MA 01844
AMC Assembly Row 12	Somerville	395 Artisan Way, Somerville, MA 02145
AMC Tyngsboro 12	Tyngsborough	440 Middlesex Rd, Tyngsborough, MA 01879

7. FINANCIAL DISCLOSURE

Associated Cost(s): (E.g. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

Associated Cost(s):

\$0

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
n/a	\$0
Total:	\$0

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
n/a			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Application is for Change of Officers/Directors at the Licensee Level. Sean Goodman will replace Craig Ramsey as EVP/CFO and Director of American Multi-Cinema, Inc. No financial transaction is present. There is no other change to Licensee.

APPLICANT'S STATEMENT

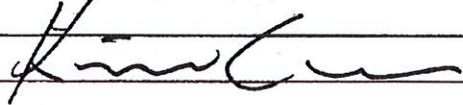
I, Kevin M. Connor the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of American Multi-Cinema, Inc.
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: 

Date: June 3, 2020

Title: SVP/GC/Secretary



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Annual Report

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 430908577

1. Exact name of the corporation: AMERICAN MULTI-CINEMA, INC.

2. Jurisdiction of Incorporation: State: MO Country: USA

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: CORPORATE CREATIONS NETWORK INC.
 No. and Street: 225 CEDAR HILL STREET #200
 City or Town: MARLBOROUGH State: MA Zip: 01752 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 11500 ASH ST.
 City or Town: LEAWOOD State: KS Zip: 66211 Country: USA

6. Provide the name and business street address of the officers and of all the directors of the corporation:
 (A president, treasurer, secretary and at least one director are required.)

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ADAM M. ARON	11500 ASH ST. LEAWOOD, KS 66211 USA
TREASURER	CRAIG R. RAMSEY	11500 ASH ST. LEAWOOD, KS 66211 USA
SECRETARY	KEVIN M CONNOR	11500 ASH ST. LEAWOOD, KS 66211
SECRETARY	KEVIN M. CONNOR	11500 ASH ST. LEAWOOD, KS 66211 USA
DIRECTOR	CRAIG R. RAMSEY	11500 ASH ST. LEAWOOD, KS 66211 USA
DIRECTOR	JOHN D. MCDONALD	11500 ASH ST. LEAWOOD, KS 66211 USA
DIRECTOR	KEVIN M. CONNOR	11500 ASH ST. LEAWOOD, KS 66211 USA

7. Briefly describe the business of the corporation:

MOTION PICTURE THEATRE

8. Capital stock of each class and series:

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CWP	\$0.06250	8,800,000	\$550,000.00	8,800,000

9. Check here if the stock of the corporation is publicly traded:

10. Report is filed for fiscal year ending: 12/31/ 2019

Signed by KEVIN M CONNOR, its OTHER OFFICER
on this 18 Day of November, 2019



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



AMERICAN MULTI CINEMA INC
11500 ASH ST
LEAWOOD KS 66211-7804

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, AMERICAN MULTI CINEMA INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

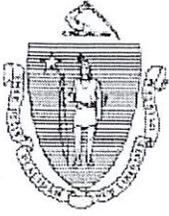
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



222049861

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

AMERICAN MULTI-CINEMA INCORPORATED
Attn: C/O THOMAS & COMPANY
11500 Ash St
Leawood, KS 66211-7804

EAN: 09491580
June 09, 2020

Certificate Id:38513

The Department of Unemployment Assistance certifies that as of 6/9/2020 ,AMERICAN MULTI-CINEMA INCORPORATED is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

RECEIVED

Certified Mail No. : 7019 0160 0000 0536 0299

Dated July 6th 2020

2020 JUL -8 PM 7:13

Town of Dartmouth Select Board
400 Slocum Road
Dartmouth MA 02747

TOWN OF DARTMOUTH
COMMUNICATIONS

NOTICE OF INTENT TO SELL

NOTICE OF INTENT TO SELL FOR OTHER USE

In compliance with General Laws, Part 1, Title IX Chapter 61A (M.G.L. c. 61A section 14)

July 5th, 2020

Dear Members of the Select Board,

My name is Laurel Owen and I am the owner of Merrylegs Farm in South Dartmouth (address is 607 Elm Street Dartmouth MA). This is a Letter of Intent to Sell For Other Use in reference to one of two Lots of land on my property (see detail below). The land is currently under 61A for agricultural purposes.

The premises (the "Premises") consists of the land shown as Lot 3, Rockland Street, Dartmouth, Massachusetts, as identified on the ANR plan: "Approval Not Required Plan drawn for Laurel Owen in Dartmouth, Massachusetts" dated March 2, 2020 and recorded with the Bristol County Southern District Registry of Deeds on April 6, 2020 in Plan Book 181, Page 16. [See attached plan]. The acreage of Lot 3 is 3.6 acres.

- Accompanying this Notice is a certified copy of the signed executed purchase and sale agreement for Lot 3 including sale price and conditions of the sale.
- The proposed use of this lot (after sale) by the buyer is to build one single family dwelling on this site.
- This bona fide offer is not dependent upon any potential changes to current zoning or conditions or contingencies.
- There are no additional agreements or considerations for contiguous land under the same ownership, and not classified under this chapter.

Certified Letters of Intent were sent to the Town of Dartmouth Planning Board, the Board of Assessors, and the Board of Conservation on June 2nd, 2020. Additionally, a certified Letter of Intent to Sell has been sent to the State Forester.

This land sale is unfortunately necessary to sustain the remainder of Merrylegs Farm, my historic home on it, and my current health needs. I respectfully request that you consider my circumstances and as much as possible expedite the process of a decision regarding the Town of Dartmouth's Right of First Refusal. I appreciate your attention to this urgent matter.

Sincerely,

Laurel Owen
607 Elm Street
South Dartmouth MA 02748
Phone (508) 789-5232

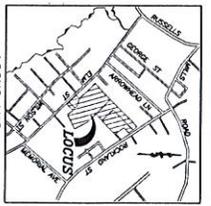
Laurel J. Owen



Michael J. Travers

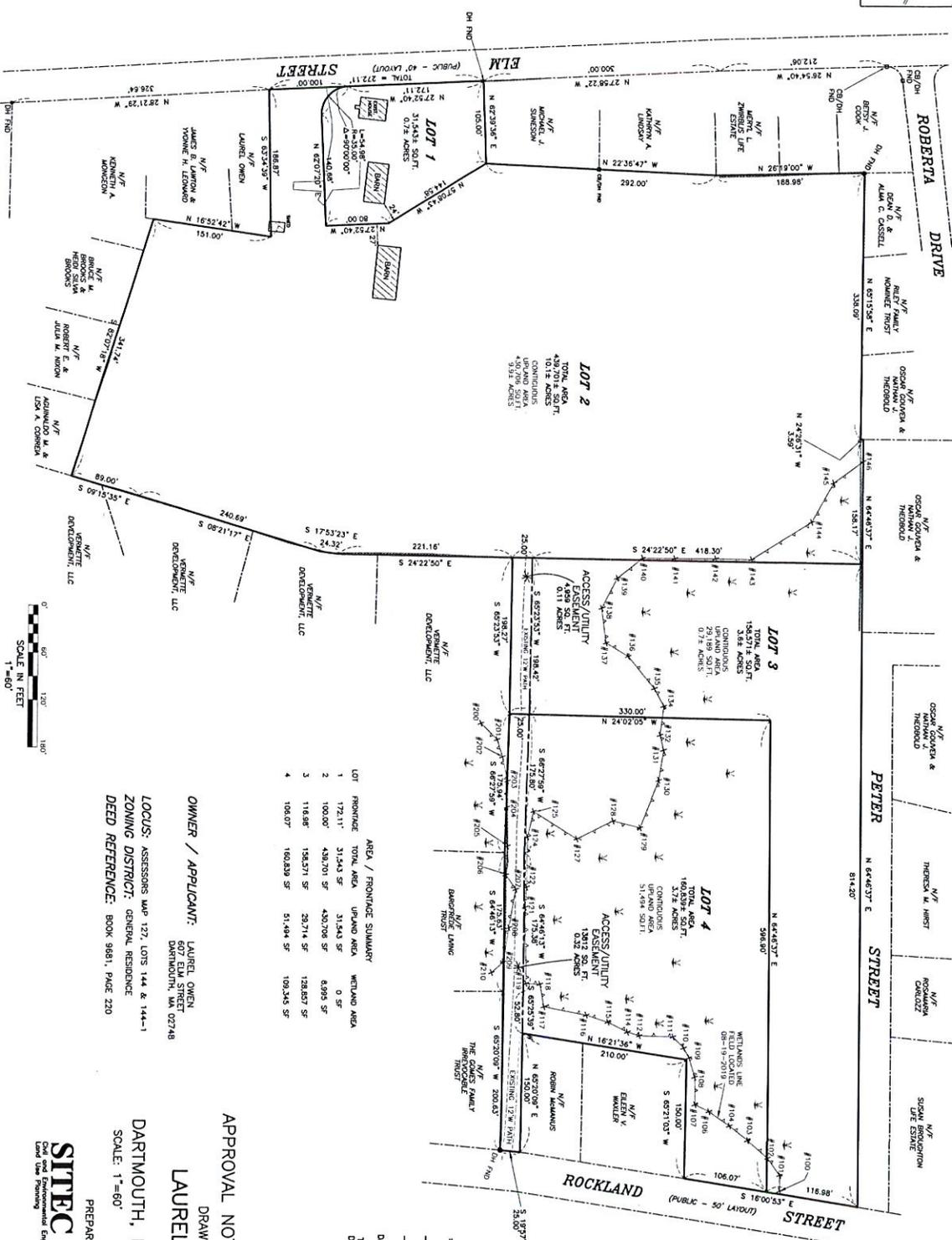
7-05-2020

*Middlesex County
MA Drivers License
July 5, 2020*



LOCUS MAP
SCALE: 1"=1200'

PLAN BK.163 PG.16



LOT	FRONTRIDGE	TOTAL AREA	UPLAND AREA	WETLAND AREA
1	172.11'	31,343 SF	31,343 SF	0 SF
2	100.00'	4,812.70 SF	4,207.08 SF	6,895 SF
3	116.88'	158,571 SF	20,714 SF	128,857 SF
4	106.07'	160,839 SF	51,444 SF	109,345 SF

OWNER / APPLICANT: LAUREL OWEN
607 ELM STREET
DARTMOUTH, MA 02748

LOCUS: ASSESSORS MAP 127, LOTS 144 & 144-1
ZONING DISTRICT: GENERAL RESIDENCE
DEED REFERENCE: BOOK 9681, PAGE 220



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH THE REGULATIONS OF THE REGISTER OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

[Signature]
DATE: 3/21/2020



DARTMOUTH PLANNING BOARD
APPROVAL UNDER THE SUBDIVISION CONTROL LAW
DATE: 3/21/2020

[Signature]
DATE: 3/21/2020

APPROVAL NOT REQUIRED PLAN
DRAWN FOR
LAUREL OWEN
IN
DARTMOUTH, MASSACHUSETTS
SCALE: 1"=60'
DATE: MARCH 2, 2020

PREPARED BY
SITTEC
SITTEC, INC.
4451 Rte. 1A, Corner Route
Dartmouth, MA 02747
Tel: (508) 998-7354 Fax: (508) 998-7354

LETTER OF CERTIFICATION

TO WHOM IT MAY CONCERN:

This letter certifies to the following:

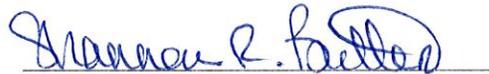
- That the enclosed Purchase and Sale Agreement is an accurate copy of the original fully executed Agreement and sets forth a valid intention by the Buyer to purchase the land known as Lot 3 on the Approval Not Required Plan drawn for Laurel Owen in Dartmouth, Massachusetts by SITEC dated March 2, 2020 and recorded with the Bristol County (S.D.) Registry of Deeds in Plan Book 181, Page 16;
- That the enclosed Purchase and Sale Agreement should be considered a bona fide offer to purchase (i.e., a “good faith” offer) which is not dependent upon potential changes to current zoning conditions or contingencies relating to the potential for, or the potential extent of, subdivision of the property for residential use, or the potential or the potential extent of development of the property for industrial or commercial use. Further the Buyer in the enclosed Purchase and Sale Agreement is a party unaffiliated with the landowner; and the Agreement anticipates payment of consideration for the said Lot 3 upon delivery of the deed.
- That the enclosed Purchase and Sale Agreement also sets forth the purchase price and all terms and conditions of the proposed sale;
- That the purpose of this letter is to provide all of the certifications required by and referred to in Section 14 of M.G.L., Chapter 61A.

Signed under the pains and penalties of perjury this 1st of July, 2020.


F. Tenney Lantz, Esquire

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BRISTOL

On this 18th day of July, 2020, before me, the undersigned notary public, personally appeared F. Tenney Lantz, who proved to me through satisfactory evidence of identification, which was her driver's license, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.



Notary Public

My commission expires:



SHANNON R. BUTLER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 30, 2020

PURCHASE AND SALE AGREEMENT

The parties make this Agreement this 05/28/2020 day of May, 2020. This Agreement supersedes and replaces all obligations made in any prior Contract to Purchase or agreement for sale entered into by the parties.

1. **PARTIES**

LAUREL OWEN, hereinafter called the SELLER, who agrees to sell and **VEDEV, LLC, a Massachusetts Limited Liability Company**, hereinafter called the BUYER, agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date of performance as set forth in paragraph 5. Designation of a Nominee shall not discharge BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. **DESCRIPTION OF PREMISES**

The premises (the "Premises") consist of the land shown as Lot 3, Rockland Street, Dartmouth, Massachusetts, as identified on "Approval Not Required Plan drawn for Laurel Owen in Dartmouth, Massachusetts" dated March 2, 2020 and recorded with the Bristol County Southern District Registry of Deeds on April 6, 2020 in Plan Book 181, Page 6.

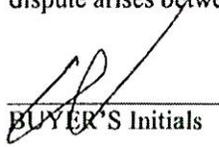
3. **PURCHASE PRICE**

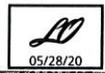
The agreed purchase price for the premises is **One Hundred Thirty Thousand and 00/100 (\$130,000.00) Dollars** of which

\$	1,000.00	were paid as a deposit with the offer to purchase; and
\$	4,000.00	are paid with this agreement; and
\$	<u>125,000.00</u>	is to be paid at the time for performance by bank, cashier's or certified check or by wire transfer.
\$	<u>130,000.00</u>	TOTAL

4. **ESCROW**

All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account by, **ERA Key Realty Services - FRAM** as agent for the SELLER, subject to the terms of this agreement and shall be paid or otherwise be duly accounted for at the time of performance of this agreement. If a dispute arises between BUYER and SELLER concerning to whom escrowed funds should be paid, the


BUYER'S Initials


SELLER'S Initials

escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorney's fees and costs.

5. TIME FOR PERFORMANCE

The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 10:00 a.m. no later than the 15 calendar days after the date the BUYER receives notification from the Town of Dartmouth of approval from the Building Department of a foundation plan submitted to the Town of Dartmouth in accordance with usual town standards and requirements for such plan. Said plan shall be drawn to comply with town zoning requirements and shall be for a residence of no more than 5 bedrooms. BUYER is obligated to notify SELLER on the date he receives such approval from Dartmouth's Building Department. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent shall disburse funds the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. TITLE/ PLANS

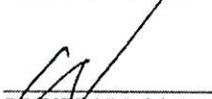
The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or to the BUYER'S nominee, conveying good and clear record and marketable title to the premises, free from liens and encumbrances, except:

- a. Real estate taxes assessed on the Premises which are not yet due and payable;
- b. Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- c. Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- d. Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used; also An easement to be reserved on the record in favor of Lot 2 for access to pass and repass over said easement for farm-related vehicles to Rockland Street, as shown on the Plan described in Paragraph 2 herewith. SELLER'S right (or the right of any future owner of Lot 2) to pass and repass over said easement shall be reserved but it shall not be SELLER'S obligation to improve said easement for any utilities or access to serve said Lot 3. Any improvements over said easement for the purpose of utility service or access to said Lot shall not interfere with the ability of SELLER'S vehicles to pass and repass over same.

- e. Utility easements in the adjoining ways;
- f. Matters that would be disclosed by an accurate survey of the Premises; and
- g. See also attached Additional Provision.

(insert in (g) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred)

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.


BUYER'S Initials


05/28/20
6:04 PM EDT
SELLER'S Initials

7. **TITLE INSURANCE**

BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this agreement.

8. **CLOSING CERTIFICATIONS AND DOCUMENTS**

The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (1) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lender may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

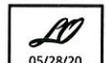
9. **POSSESSION AND CONDITION OF PREMISES**

At the time for performance the Premises also shall comply with the requirements of paragraph 6, and there shall be no outstanding notice of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within Forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.

10. **EXTENSION OF TIME FOR PERFORMANCE**

If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title


BUYER'S Initials


05/28/20
6:04 PM EDT
SELLER'S Initials

conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of \$1,000.00 to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. **ACCEPTANCE OF DEED**

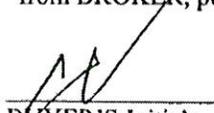
The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, the warranties, if any, made by the SELLER shall survive delivery of the deed.

12. **ADJUSTMENTS**

At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time of performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established.

13. **ACKNOWLEDGEMENT OF FEE DUE TO BROKER**

The SELLER and BUYER acknowledge that a fee of as per listing agreement for professional services shall be paid by the SELLER to ERA Key Realty Services – FRAM, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding


BUYER'S Initials


05/28/20
SELLER'S Initials

any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purpose of the premises.

14. **BUYER'S DEFAULT**

If the BUYER or BUYER'S Nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. **BUYER'S FINANCING - N/A**

16. **TESTS/SURVEY**

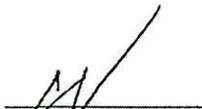
The BUYER'S obligations under this Agreement are subject to BUYER'S right to obtain test(s), inspection(s) and a survey of the Premises or any aspect thereof, including, but not limited to, percolation, deep hole, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said test(s), inspections and surveys, of BUYER'S own choosing, and at BUYER'S sole cost upon SELLER'S acceptance of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are such released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered. ** See also attached Additional Provisions.

17. **WARRANTIES AND REPRESENTATIONS**

The SELLER represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated into this Agreement except for the following:

none

(If none, state "none", if any listed, indicate by whom the warranty or representation was made)


BUYER'S Initials


05/28/20
6:04 PM EDT
SELLER'S Initials

18. NOTICES

All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon deliver or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. Any notice sent or received on a non-business day shall not be accepted as valid notice.

In the case of Buyer:
VEDEV, LLC
968 Kempton Street
New Bedford, MA 02740

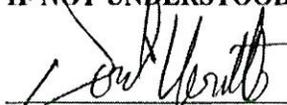
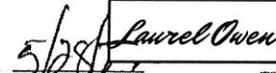
In the case of Seller:
Attorney F. Tenney Lantz
Lantz Law, Inc., P.O. Box 70100
352 Faunce Corner Rd, Dartmouth, MA 02747
Tel. (508) 998-8800 Fax: (508) 995-9300
Email: lantzlawinc@aol.com

19. COUNTERPARTS/ FACSIMILES/ CONSTRUCTION OF AGREEMENT

The Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, successors and assigns; and may be canceled, modified or amended only by written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, expressed or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Title Standard or Practice Standard of the Real Estate Bar Association for Massachusetts formerly known as the Massachusetts Conveyancers Association.

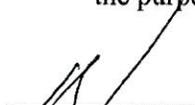
20. ADDITIONAL PROVISIONS - SEE ATTACHED

**UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT.
IF NOT UNDERSTOOD, SEE ADVICE FROM AN ATTORNEY.**

	5/28/20 	<div style="border: 1px solid black; padding: 2px; font-size: 8px;">dotloop verified 05/28/20 6:04 PM EDT ALIF-ZABJ-WN5Z-3WD4</div>	05/28/2020
BUYER:	DATE	SELLER	DATE

**Additional Provisions to the
Purchase and Sale Agreement for
Lot 3 Rockland Street, Dartmouth, MA**

- 1) BUYER shall be allowed to advertise single family homes for sale during time period of obtaining Town approvals (noted below.)
- 2) BUYER shall retain the services of SITEC within three business days of signing this Purchase and Sale agreement and SITEC will make application within 45-60 days to the Town of Dartmouth for permission to connect Lot 3 to the Town's public water and sewer systems now running along Rockland Street for service for a 5 bedroom residence. Should approval of service to Lot 3 for public water not be approved by the Town of Dartmouth Water Department, SELLER shall promptly apply to the Board of Health of the Town of Dartmouth for permission to have Lot 3 served for potable water by its own on-site well.
- 3) BUYER and SELLER acknowledge that any wetlands existing on said Lot 3 have been flagged by SITEC Engineers and said wetlands are identified on the Plan referred to in Paragraph 2. BUYER, within a reasonable time following the execution of this Agreement, shall apply to the Town of Dartmouth Conservation Commission for authorization to extend town utilities (i.e., water and sewer lines) to said Lot and for authorization to install a foundation for a residence of no more than 5 bedrooms. The size of the foundation shall be reasonable and similar in size and shape to other residences found in the general neighborhood of Lot 3.
- 4) Within a reasonable time after approval by the Town of Dartmouth Conservation Commission of a residential building footprint on Lot 3, BUYER shall submit foundation plans to the Town of Dartmouth Building Department requesting approval of a building permit for said foundation.
- 5) SELLER acknowledges that it shall be necessary for BUYER and/or BUYER's agents to have access to Lot 3 for purposes of surveying, taking other measurements or similar matters related to a future construction of a residence on said Lot.
- 6) BUYER and BUYER's agents shall have the right to enter upon the Premises, after notice to SELLER's broker (which may be oral), at reasonable times for purposes of inspection, measurement, and appraisal. Number of such entries shall not exceed fifteen. SELLER shall also permit unlimited entry upon the Premises by an engineer or land surveyor for the purpose of plotting bounds and taking measurements.


BUYER'S Initials


05/28/20
6:04 PM EDT
SELLER'S Initials

BUYER shall indemnify SELLER and hold SELLER harmless from all actions, suits, claims, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising from (a) any personal injury suffered by BUYER and its agents, on or about the Premises, or (b) property damage to the Premises caused by such entries or testing done thereon. Notwithstanding anything to the contrary herein, BUYER's indemnification obligations under this paragraph shall survive the delivery of the deed or the termination of this Agreement by either party prior to the closing.

7) BUYER and SELLER agree to cooperate with all 61A statute requirements.

Note: It is understood that Buyer will hire SITEC Engineering to complete the above tasks in a timely fashion. Possible delays due to the current coronavirus (COVID-19) may cause a slight delay and both parties acknowledge such but Buyer will take every effort to get town approvals in a timely and businesslike manner.


BUYER: _____


5/28/20
DAVE _____ SELLER _____


dotloop verified
05/28/20 6:04 PM EDT
GRBP-JKSV-DZ7L-AENU

05/28/2020
DATE _____

Certified Mail No. : 7019 0160 0000 0535 7633 Dated: July 6th 2020

Town of Dartmouth Select Board
400 Slocum Road
Dartmouth MA 02747

RECEIVED
2020 JUL -8 PM 1:13
TOWN OF DARTMOUTH
SELECT BOARD

NOTICE OF INTENT TO SELL

NOTICE OF INTENT TO SELL FOR OTHER USE

In compliance with General Laws, Part 1, Title IX Chapter 61A (M.G.L. c. 61A section 14)

July 5th, 2020

Dear Members of the Select Board,

My name is Laurel Owen and I am the owner of Merrylegs Farm in South Dartmouth (address is 607 Elm Street Dartmouth MA). This is a Letter of Intent to Sell For Other Use in reference to one of two Lots of land on my property (see detail below). The land is currently under 61A for agricultural purposes.

The premises (the "Premises") consists of the land shown as Lot 4, Rockland Street, Dartmouth, Massachusetts, as identified on the ANR plan: "Approval Not Required Plan drawn for Laurel Owen in Dartmouth, Massachusetts" dated March 2, 2020 and recorded with the Bristol County Southern District Registry of Deeds on April 6, 2020 in Plan Book 181, Page 16. [See attached plan]. The acreage of Lot 4 is 3.7 acres.

- Accompanying this Notice is a certified copy of the signed executed purchase and sale agreement for Lot 4 including sale price and conditions of the sale.
- The proposed use of this lot (after sale) by the buyer is to build one single family dwelling on this site.
- This bona fide offer is not dependent upon any potential changes to current zoning or conditions or contingencies.
- There are no additional agreements or considerations for contiguous land under the same ownership, and not classified under this chapter.

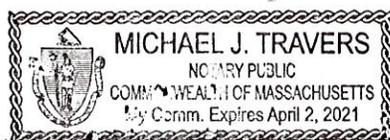
Certified Letters of Intent were sent to the Town of Dartmouth Planning Board, the Board of Assessors, and the Board of Conservation on June 2nd, 2020. Additionally, a certified Letter of Intent to Sell has been sent to the State Forester.

This land sale is unfortunately necessary to sustain the remainder of Merrylegs Farm, my historic home on it, and my current health needs. I respectfully request that you consider my circumstances and as much as possible expedite the process of a decision regarding the Town of Dartmouth's Right of First Refusal. I appreciate your attention to this urgent matter.

Sincerely,

Laurel Owen
607 Elm Street
South Dartmouth MA 02748
Phone (508) 789-5232

Laurel J. Owen

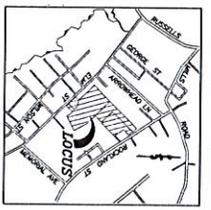


Michael J. Travers

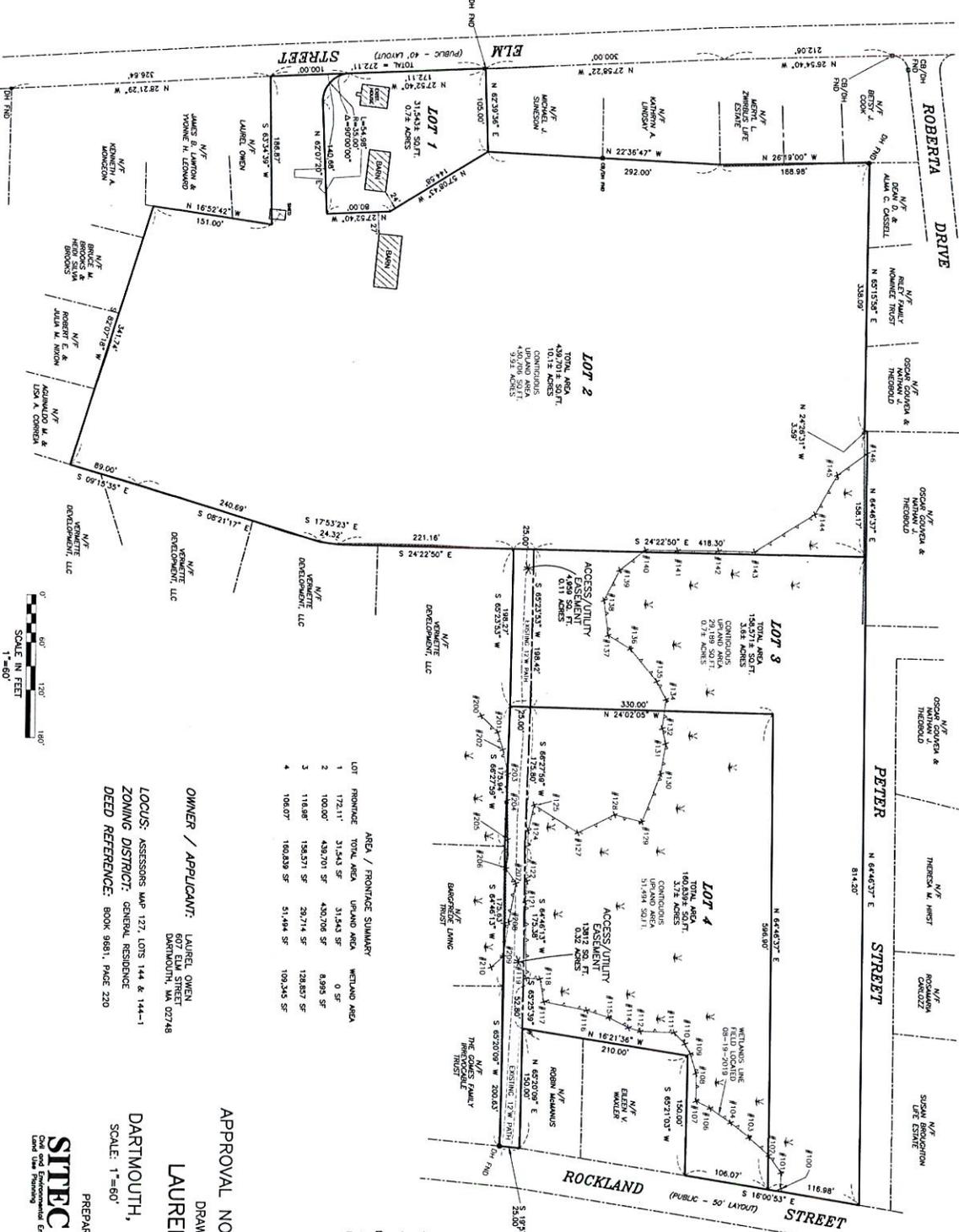
7-05-2020

*Middlesex County
MA Drivers License*

July 5, 2020

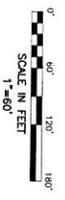


PLAN BK.163 PG.16



AREA / FRONTAGE SUMMARY

LOT	FRONTAGE	TOTAL AREA	UPLAND AREA	WETLAND AREA
1	172.11'	31,548 SF	31,548 SF	0 SF
2	100.00'	430,701 SF	430,708 SF	8,995 SF
3	118.88'	136,371 SF	128,857 SF	7,514 SF
4	108.07'	160,339 SF	154,444 SF	15,895 SF



OWNER / APPLICANT: LAUREL OWEN
 127, 144 & 144-1
 LOCUS: ASSESSORS MAP 127, LOTS 144 & 144-1
 ZONING DISTRICT: GENERAL RESIDENCE
 DEED REFERENCE: BOOK 9181, PAGE 220

APPROVAL NOT REQUIRED PLAN
 DRAWN FOR
 LAUREL OWEN
 IN
 DARTMOUTH, MASSACHUSETTS
 SCALE: 1"=60' DATE: MARCH 2, 2020

PREPARED BY
SITTEC
 Sittiec, Inc. - Civil and
 Environmental Engineering
 127 Locust Street
 Dartmouth, MA 02747
 (508) 926-1225
 Fax: (508) 926-2544

DARTMOUTH PLANNING BOARD
 SUBMISSION CONTROL LAW
 LAW IS NOT REQUIRED
 DATE: 3/24/2020
 THE ABOVE ENDORSEMENT IS NOT A
 DETERMINATION AS TO CONFORMANCE
 WITH ZONING REGULATIONS.

I HEREBY CERTIFY THAT THIS PLAN WAS
 PREPARED IN CONFORMANCE WITH THE RULES
 OF THE COMMISSIONERS OF MASSACHUSETTS
 REGISTERED PROFESSIONAL ENGINEER
 DATE: 3/24/2020



LETTER OF CERTIFICATION

TO WHOM IT MAY CONCERN:

This letter certifies to the following:

- That the enclosed Purchase and Sale Agreement is an accurate copy of the original fully executed Agreement and sets forth a valid intention by the Buyer to purchase the land known as Lot 4 on the Approval Not Required Plan drawn for Laurel Owen in Dartmouth, Massachusetts by SITEC dated March 2, 2020 and recorded with the Bristol County (S.D.) Registry of Deeds in Plan Book 181, Page 16;
- That the enclosed Purchase and Sale Agreement should be considered a bona fide offer to purchase (i.e., a “good faith” offer) which is not dependent upon potential changes to current zoning conditions or contingencies relating to the potential for, or the potential extent of, subdivision of the property for residential use, or the potential or the potential extent of development of the property for industrial or commercial use. Further the Buyer in the enclosed Purchase and Sale Agreement is a party unaffiliated with the landowner; and the Agreement anticipates payment of consideration for the said Lot 4 upon delivery of the deed.
- That the enclosed Purchase and Sale Agreement also sets forth the purchase price and all terms and conditions of the proposed sale;
- That the purpose of this letter is to provide all of the certifications required by and referred to in Section 14 of M.G.L., Chapter 61A.

Signed under the pains and penalties of perjury this 1ST of July, 2020.



F. Tenney Lantz, Esquire

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BRISTOL

On this 1ST day of July, 2020, before me, the undersigned notary public, personally appeared F. Tenney Lantz, who proved to me through satisfactory evidence of identification, which was her driver's license, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief.

Michael P. Coleman

Notary Public

My commission expires:



MICHAEL P. COLEMAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 16, 2021

PURCHASE AND SALE AGREEMENT

The parties make this Agreement this 28th day of May, 2020. This Agreement supersedes and replaces all obligations made in any prior Contract to Purchase or agreement for sale entered into by the parties.

1. PARTIES

LAUREL OWEN, hereinafter called the SELLER, who agrees to sell and VEDEV, LLC, a Massachusetts Limited Liability Company, hereinafter called the BUYER, agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date of performance as set forth in paragraph 5. Designation of a Nominee shall not discharge BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. DESCRIPTION OF PREMISES

The premises (the "Premises") consist of the land shown as Lot 4, Rockland Street, Dartmouth, Massachusetts, as identified on "Approval Not Required Plan drawn for Laurel Owen in Dartmouth, Massachusetts" dated March 2, 2020 and recorded with the Bristol County Southern District Registry of Deeds on April 6, 2020 in Plan Book 181, Page 6.

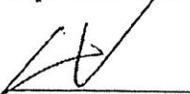
3. PURCHASE PRICE

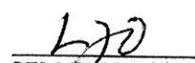
The agreed purchase price for the premises is **One Hundred Thirty Thousand and 00/100 (\$130,000.00) Dollars** of which

\$ 1,000.00	were paid as a deposit with the offer to purchase; and
\$ 4,000.00	are paid with this agreement; and
\$ 125,000.00	is to be paid at the time for performance by bank, cashier's or certified check or by wire transfer.
\$ <u>130,000.00</u>	TOTAL

4. ESCROW

All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account by, **ERA Key Realty Services - FRAM** as agent for the SELLER, subject to the terms of this agreement and shall be paid or otherwise be duly accounted for at the time of performance of this agreement. If a dispute arises between BUYER and SELLER concerning to whom escrowed funds should be paid, the


BUYER'S Initials


SELLER'S Initials

escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorney's fees and costs.

5. TIME FOR PERFORMANCE

The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 10:00 a.m. no later than the 15 calendar days after the date the BUYER receives notification from the Town of Dartmouth of approval from the Building Department of a foundation plan submitted to the Town of Dartmouth in accordance with usual town standards and requirements for such plan. Said plan shall be drawn to comply with town zoning requirements and shall be for a residence of no more than 5 bedrooms. BUYER is obligated to notify SELLER on the date he receives such approval from Dartmouth's Building Department. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent shall disburse funds the next business day following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

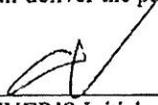
6. TITLE/ PLANS

The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or to the BUYER'S nominee, conveying good and clear record and marketable title to the premises, free from liens and encumbrances, except:

- a. Real estate taxes assessed on the Premises which are not yet due and payable;
- b. Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- c. Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- d. Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used; also An easement to be reserved on the record in favor of Lot 2 for access to pass and repass over said easement for farm-related vehicles to Rockland Street, as shown on the Plan described in Paragraph 2 herewith. SELLER's right (or the right of any future owner of Lot 2) to pass and repass over said easement shall be reserved but it shall not be SELLER's obligation to improve said easement for any utilities or access to serve said Lot 3. Any improvements over said easement for the purpose of utility service or access to said Lot shall not interfere with the ability of SELLER's vehicles to pass and repass over same.
- e. Utility easements in the adjoining ways;
- f. Matters that would be disclosed by an accurate survey of the Premises; and
- g. See also attached Additional Provision.

(insert in (g) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred)

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.


BUYER'S Initials


SELLER'S Initials

7. TITLE INSURANCE

BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this agreement.

8. CLOSING CERTIFICATIONS AND DOCUMENTS

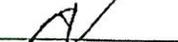
The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (1) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lender may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

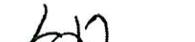
9. POSSESSION AND CONDITION OF PREMISES

At the time for performance the Premises also shall comply with the requirements of paragraph 6, and there shall be no outstanding notice of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within Forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.

10. EXTENSION OF TIME FOR PERFORMANCE

If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title


BUYER'S Initials


SELLER'S Initials

conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of \$1,000.00 to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. ACCEPTANCE OF DEED

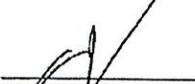
The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, the warranties, if any, made by the SELLER shall survive delivery of the deed.

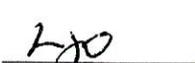
12. ADJUSTMENTS

At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time of performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established.

13. ACKNOWLEDGEMENT OF FEE DUE TO BROKER

The SELLER and BUYER acknowledge that a fee of *as per listing agreement* for professional services shall be paid by the SELLER to ERA Key Realty Services – FRAM, the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding


BUYER'S Initials


SELLER'S Initials

any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purpose of the premises.

14. BUYER'S DEFAULT

If the BUYER or BUYER'S Nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. BUYER'S FINANCING - N/A

16. TESTS/SURVEY

The BUYER'S obligations under this Agreement are subject to BUYER'S right to obtain test(s), inspection(s) and a survey of the Premises or any aspect thereof, including, but not limited to, percolation, deep hole, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said test(s), inspections and surveys, of BUYER'S own choosing, and at BUYER'S sole cost upon SELLER'S acceptance of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are such released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered. ** See also attached Additional Provisions.

17. WARRANTIES AND REPRESENTATIONS

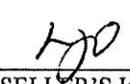
The SELLER represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated into this Agreement except for the following:

_____ none _____

(If none, state "none", if any listed, indicate by whom the warranty or representation was made)



BUYER'S Initials



SELLER'S Initials

18. NOTICES

All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. Any notice sent or received on a non-business day shall not be accepted as valid notice.

In the case of Buyer:
VEDEV, LLC
968 Kempton Street
New Bedford, MA 02740

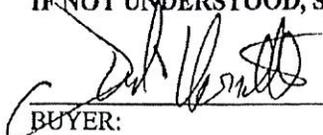
In the case of Seller:
Attorney F. Tenney Lantz
Lantz Law, Inc., P.O. Box 70100
352 Faunce Corner Rd, Dartmouth, MA 02747
Tel. (508) 998-8800 Fax: (508) 995-9300
Email: lantzlawinc@aol.com

19. COUNTERPARTS/ FACSIMILES/ CONSTRUCTION OF AGREEMENT

The Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, successors and assigns; and may be canceled, modified or amended only by written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, expressed or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Title Standard or Practice Standard of the Real Estate Bar Association for Massachusetts formerly known as the Massachusetts Conveyancers Association.

20. ADDITIONAL PROVISIONS - SEE ATTACHED

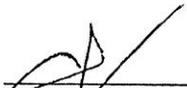
**UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT.
IF NOT UNDERSTOOD, SEE ADVICE FROM AN ATTORNEY.**


BUYER: _____ DATE 5/28/2020


SELLER: _____ DATE 5/29/2020

**Additional Provisions to the
Purchase and Sale Agreement for
Lot 4 Rockland Street, Dartmouth, MA**

- 1) BUYER shall be allowed to advertise single family homes for sale during time period of obtaining Town approvals (noted below.)
- 2) BUYER shall retain the services of SITEC within 3 business days of the signing of this Purchase and Sale Agreement and SITEC will make application within 45-60 days to the Town of Dartmouth for permission to connect Lot 4 to the Town's public water and sewer systems now running along Rockland Street for service for a 5 bedroom residence. Should approval of service to Lot 4 for public water not be approved by the Town of Dartmouth Water Department, SELLER shall promptly apply to the Board of Health of the Town of Dartmouth for permission to have Lot 4 served for potable water by its own on-site well.
- 3) BUYER and SELLER acknowledge that any wetlands existing on said Lot 4 have been flagged by SITEC Engineers and said wetlands are identified on the Plan referred to in Paragraph 2. BUYER, within a reasonable time following the execution of this Agreement, shall apply to the Town of Dartmouth Conservation Commission for authorization to extend town utilities (i.e., water and sewer lines) to said Lot and for authorization to install a foundation for a residence of no more than 5 bedrooms. The size of the foundation shall be reasonable and similar in size and shape to other residences found in the general neighborhood of Lot 4.
- 4) Within a reasonable time after approval by the Town of Dartmouth Conservation Commission of a residential building footprint on Lot 4, BUYER shall submit foundation plans to the Town of Dartmouth Building Department requesting approval of a building permit for said foundation.
- 5) SELLER acknowledges that it shall be necessary for BUYER and/or BUYER's agents to have access to Lot 4 for purposes of surveying, taking other measurements or similar matters related to a future construction of a residence on said Lot.
- 6) BUYER and BUYER's agents shall have the right to enter upon the Premises, after notice to SELLER's broker (which may be oral), at reasonable times for purposes of inspection, measurement, and appraisal. The number of BUYER entries shall not exceed fifteen. SELLER shall also permit unlimited entry upon the Premises by an engineer or land surveyor for the purpose of plotting bounds and taking measurements.


BUYER'S Initials


SELLER'S Initials

BUYER shall indemnify SELLER and hold SELLER harmless from all actions, suits, claims, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising from (a) any personal injury suffered by BUYER and its agents, on or about the Premises, or (b) property damage to the Premises caused by such entries or testing done thereon. Notwithstanding anything to the contrary herein, BUYER's indemnification obligations under this paragraph shall survive the delivery of the deed or the termination of this Agreement by either party prior to the closing.

7) Buyer and Seller agree to cooperate with all 61A statute requirements.

Note: It is understood that Buyer will hire SITEC Engineering to complete the above tasks in a timely fashion. Possible delays due to the current coronavirus (COVID-19) may cause a slight delay and both parties acknowledge such but Buyer will take every effort to get town approvals in a timely and businesslike manner.


BUYER: _____ DATE 5/28/2020


SELLER _____ DATE 5/29/2020

To Whom it may concern,

My name is Tyler Ferreira. I am a member of local ScoutsBSA Troop 74 in Dartmouth. I am currently a Life Scout rank, working on progressing to Scouting's highest honor, Eagle Scout. Along with required merit badges and positions of leadership and responsibility in my Troop, I am required to propose a project that benefits my local community.

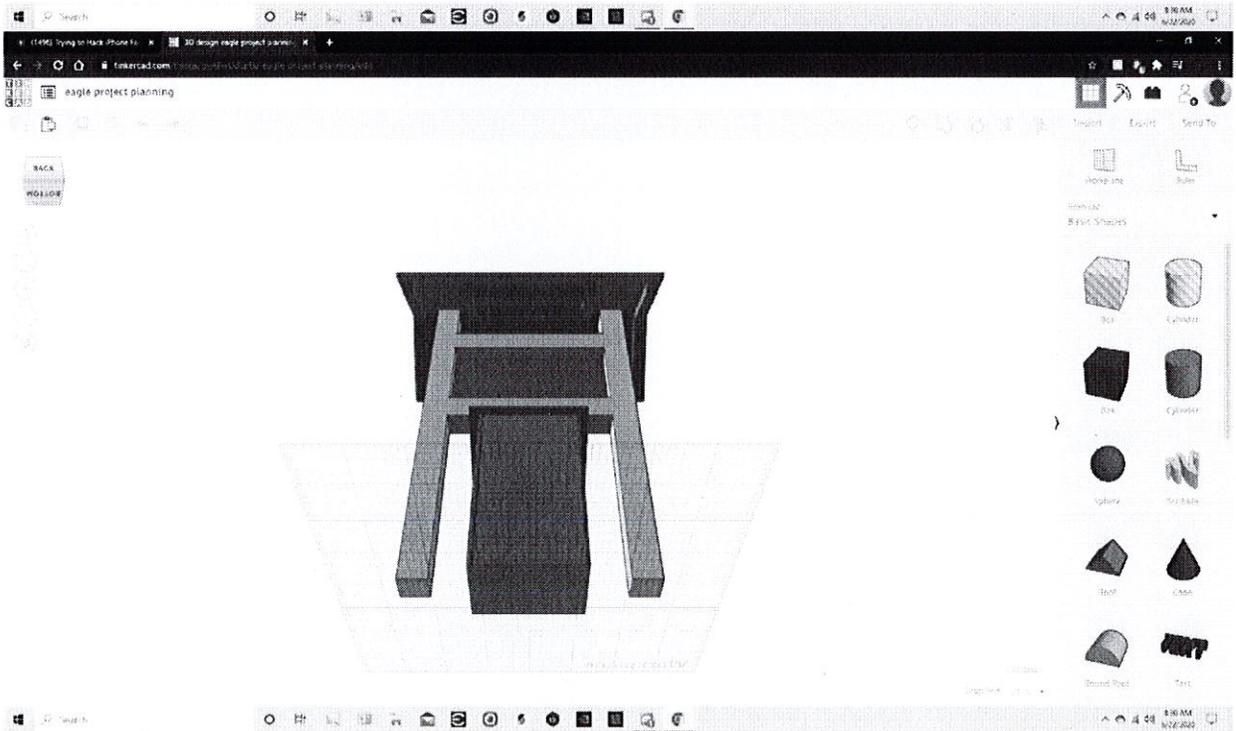
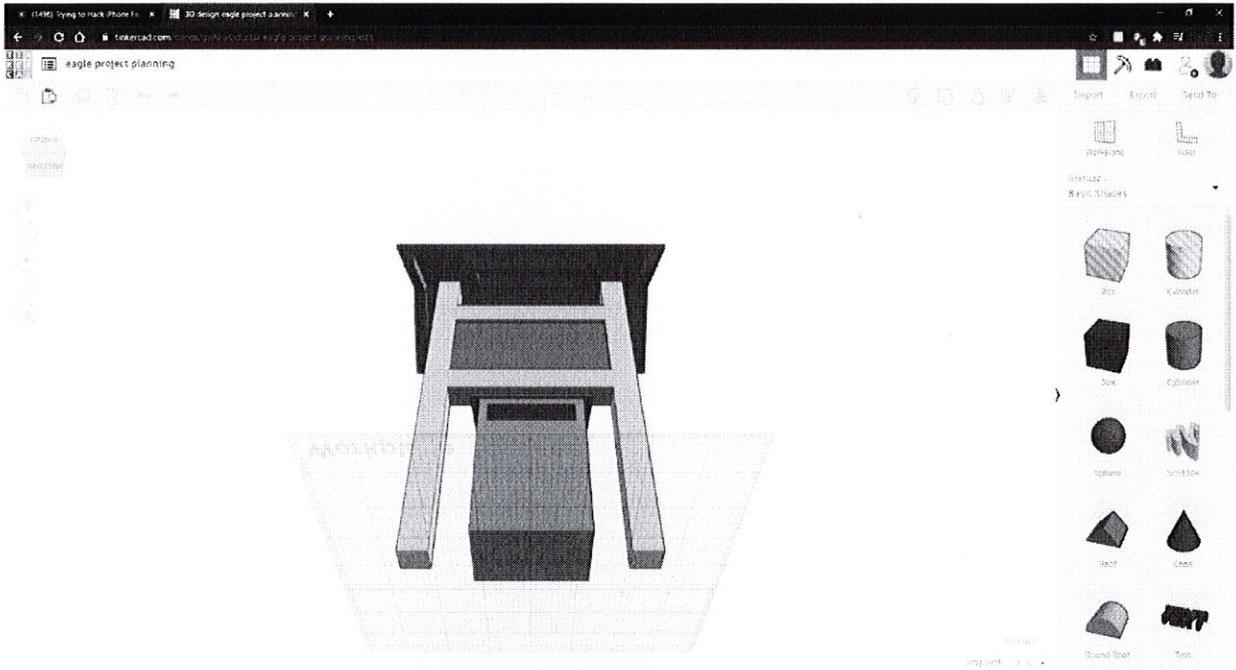
In planning my project, my thoughts have centered around my respect for our nation's flag. As Scouting has taught me, I've always stood for the display of our flag, whether it be at camp or a sporting event.

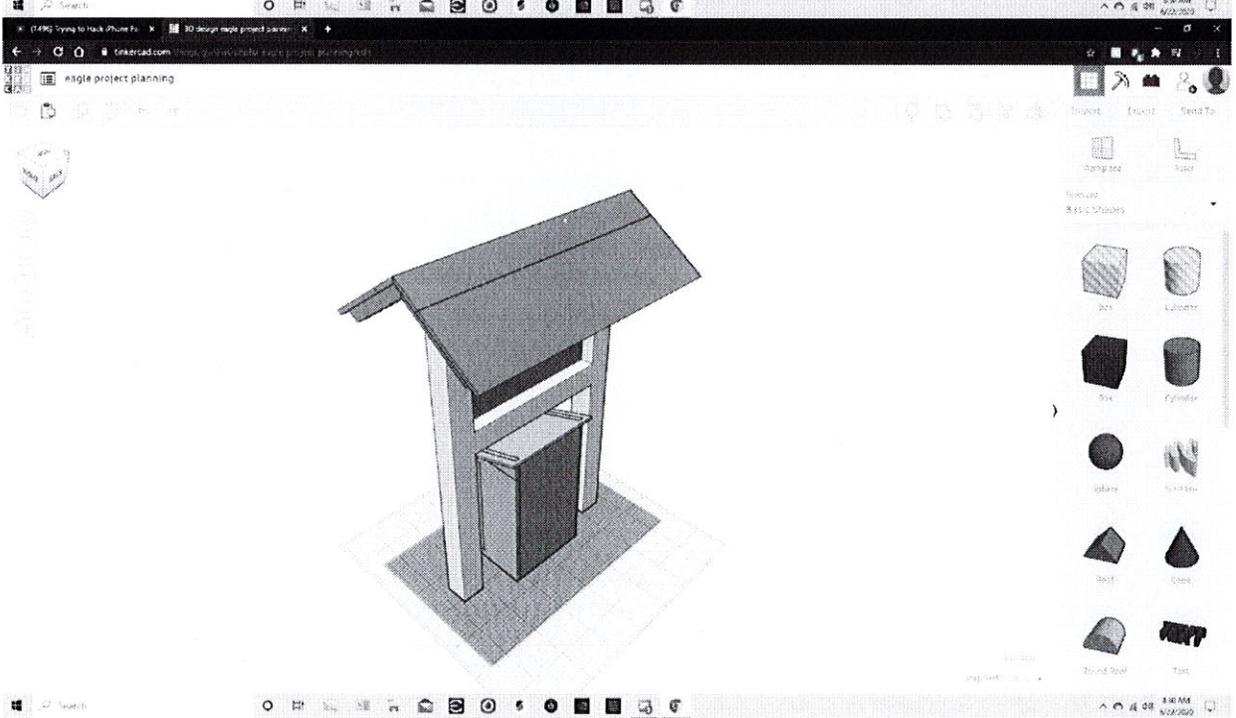
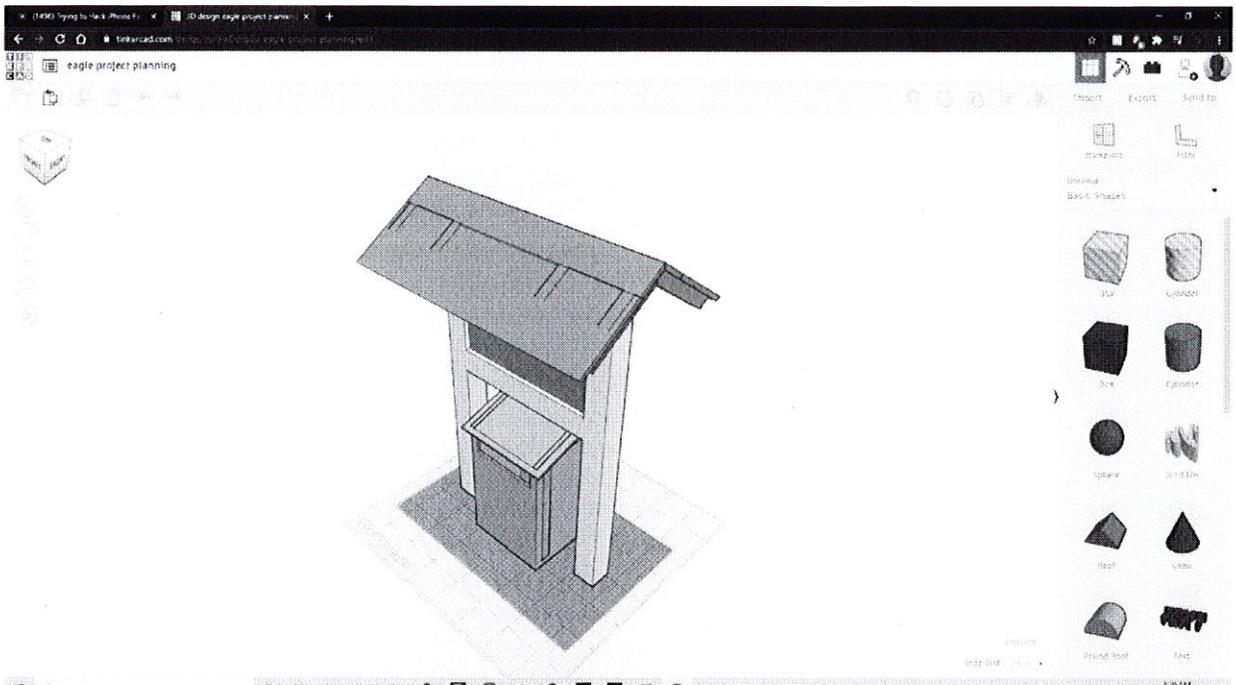
Along with respecting the flag as it is displayed, as Americans we have an obligation to retire worn and tattered flags properly and with the utmost respect. In order to accomplish this, the plan for my Eagle Scout project is to provide a location for members of the community to deposit worn and tattered flags for proper retirement. My goal is for these collected flags to be distributed to local ScoutsBSA troops to be appropriately retired.

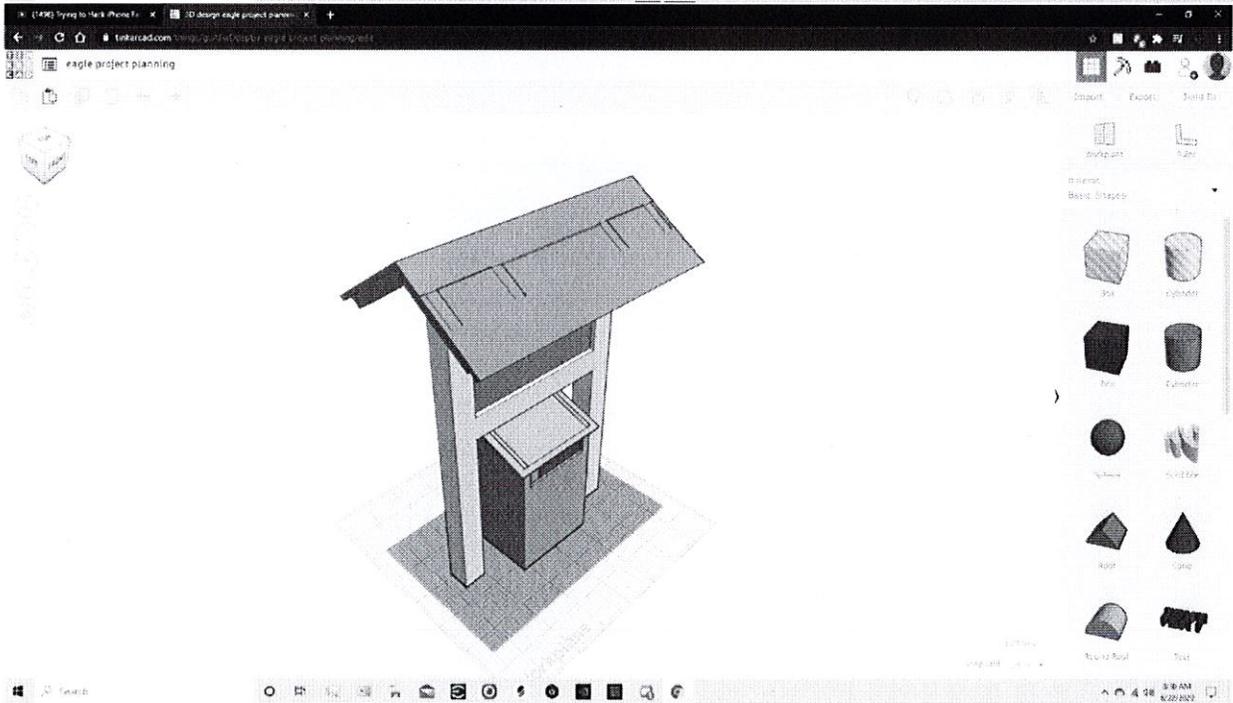
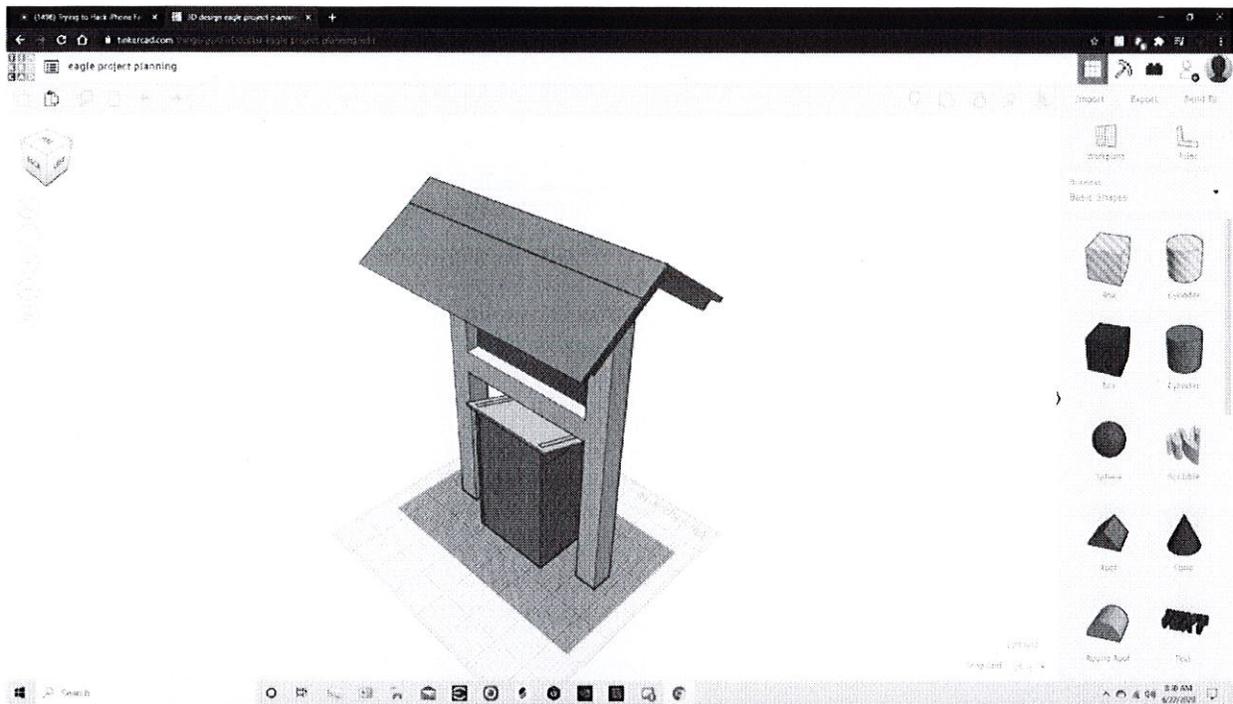
Proper flag retirement includes burning the flag in a private, solemn, and dignified manner. The flag is to be completely burned to ashes. This process, along with raising, displaying, and folding our nation's colors is part of the Scouting program.

Flags collected at my proposed flag collection kiosk will be distributed and transported to local ScoutsBSA Troops for proper retirement. In addition to retiring worn flags, this process will help teach current and future Scouts the proper manner of honoring our nation's colors.

Below is a collection of pictures representing a rough design of the box and kiosk. Please note that this collection does not represent color or accurate scale, but is designed to show the placement and **rough** scale of the final product. The Box is planned to be painted with the colors of our nation's flag, along with a BSA logo alongside other insignia. The approximate dimensions would be 4 feet wide by 3 feet deep by 7 feet tall.







Should you have any other questions, please feel free to contact me at the same email address you have attained this document from.

Thank You,

Tyler N. Ferreira

Troop 74 Dartmouth



URBAN HARBORS INSTITUTE
UNIVERSITY OF MASSACHUSETTS BOSTON

The following is a draft scope for the evaluation of a marina/docking facility at the Arthur F. Dias Town Landing (“Dias Landing”) in Dartmouth, MA.

One aspect not included specifically in this scope is UHI’s coordination with the Town. For purposes of developing this scope, we have assumed that the Town will identify an individual or group of people to help guide this process from the Town’s perspective. We anticipate meeting with that individual or group on a regular basis as this project progresses.

Task 1: Conduct stakeholder and public engagement

In order to fully understand the public’s level of interest in and any concerns about having a marina at Dias Landing, UHI will conduct a public meeting (perhaps using Zoom or Facebook Live if current social distancing rules remain in effect), interview potential user groups (*e.g.*, members of the commercial fishing community, members of the recreational boating community), and engage the general public through an online survey and other means as appropriate. Further, UHI will conduct interviews with specific stakeholders (*e.g.*, municipal employees, village business owners, area residents, members of the aquaculture and commercial fishing industries, and members of the recreational boating community). In order to capture a broad range of input, we will work with the local newspapers, businesses, and other entities (*i.e.*, social media, signage, town boards and committees), to announce the meeting and survey. Additionally, we will set up a webpage that explains the project and provides contact information for those who wish to provide input and/or ask questions. The goals of all of these engagement efforts are to gather information that informs:

1. Potential demand, including volume of use and types of users (*e.g.*, commercial or recreational)
2. Fees, such as parking, transient berthing, seasonal and annual berthing, rate structure options
3. Desired amenities/features, including dockside amenities (*e.g.*, water, electricity, hoists) and landside amenities (*e.g.*, showers, dinghy storage, loading and unloading areas)
4. Potential concerns to consider, such as parking, increased traffic and noise, the need for dredging, user conflicts, carrying capacity of the Harbor

These meetings will be summarized and used to inform the range of options considered for the facility.

Deliverables:

- One public engagement “event”
- Online survey
- Stakeholder interviews
- Webpage

Budget: \$11,200

Task 2: Gather information about other comparable marinas

Presumably, boaters would expect the Dias Landing facility to include infrastructure and amenities that (1) meet current industry trends and boater needs, (2) are suitable for the site conditions, and (3) are comparable to other facilities in both quality and price, with a focus on other (regional) municipal marinas.

UHI will conduct interviews, site visits, and online research to compile information on the infrastructure, amenities, associated fees, parking strategies, and occupancy rates at comparable municipal and commercial marina facilities in the region. In particular, the infrastructure information will include float configurations, float construction materials (*e.g.*, concrete, wood, aluminum), and pile or mooring types to hold floats in place. This information will be displayed in a table format to allow easy comparison among facilities and illustrate where a potential marina at Dias Landing would fall, given the range of options. Some of this will be driven by/drive the type of users of the facility. Seasonal, live-aboard, commercial fishers, shellfish growers, and transient boaters will require different types of amenities, for example.

Deliverables:

- Document and table describing and comparing 7-10 other marina facilities with features appropriate for a facility at Dias Landing.

Budget: \$9,800

Task 3: Project potential revenue, expenses, and impacts on other boater fees

Using information from the stakeholder and public engagement process as well as the data gathered about other marina facilities, UHI will evaluate projected annual operating income and annual expenses for a variety of total slip numbers, depending on the design options provided. Based on this accounting, UHI will determine whether the facility would be expected to operate at a profit or deficit and by what approximate amount.

Operating income may include revenue from the following sources:

- Slip fees (*e.g.*, recreational, commercial, houseboat, and transient)
- Profits from utilities (*e.g.*, electricity, potable water, fuel) provided to boaters
- Launch ramp and parking fees

Expenses may include the following:

- Initial marina construction costs
- Cost of a commercial provider to remove dock floats to prevent winter ice damage, unless the floats are designed to withstand ice and storms
- Utilities for boaters (electricity, potable water, fuel – gasoline and diesel)
- Dock and float maintenance
- Launch ramp maintenance (including any costs to the Massachusetts Public Access Board)
- Parking lot maintenance
- Dredging, if needed
- Management labor fees, including a minimum number of seasonal staff to operate effectively, depending on the number of slips
- Dock lighting and also for pathways and other public areas

- Trash/recycling receptacles and collection
- Sanitation (pump-out service or infrastructure)
- Additional landside amenities (restrooms, showers, laundry services)
- Fire protection
- Security (staff, video surveillance, alarm systems, physical barriers)
- Insurance

The Town of Dartmouth may want to manage the marina utilizing existing municipal departments and expertise. In the alternative, the Town may wish to seek assistance from a company that specializes in marina oversight or transfer the management to a marina management company. UHI will research and provide estimated costs of outsourcing management of the marina.

Deliverable:

- Document describing potential revenue, expenses, and impacts on other fees

Budget: \$6,700

Task 4: Assess dredging needs

Using bathymetric data provided by the Town, UHI will examine depth-related limitations to the types and sizes of vessels that may access the facility under current conditions (*i.e.*, assuming no dredging takes place). Further, UHI will work with the Town to estimate potential dredging needs, associated cost estimates, and types of permits needed. UHI will consider depth-related limitations as it develops other parts of the Feasibility Study, such as revenue and expenses, demand, and overall concept and design.

Deliverable:

- Document describing current conditions, potential dredging needs, and costs and permits associated with potential dredging activities.

Budget: \$6,800

Task 5: Analyze impacts on existing boating and other activities in the area

Padanaram Harbor is used for a wide variety of water-based activities, including boating, kayaking, jet skiing, fishing, swimming/wading, waterfowl hunting, and stand-up paddle boarding. UHI will work with the Harbormaster and Waterways Management Commission to describe the existing water-based activities and overall number of boats in the harbor. The number of slips in a marina at Dias Landing will determine how much this increased number of boaters on the water will impact these activities.

Recreational Boating

The addition of docks to Apponagansett Landing will encroach into the useable water space of the Harbor. Based on the proposed design, UHI interview recreational boaters and the Harbormaster to identify any potential impacts to existing boating traffic patterns.

Parking

UHI will estimate the number of parking spaces needed for different types of boating facilities at Dias Landing. Working with the Town, UHI will identify possible parking configurations and assess how each may impact the overall number of parking spaces available at the public landing.

Bridge Openings

Padanaram Harbor is bisected by the Causeway and Bridge. The bridge opens at scheduled times or upon request based on the time of day and season. UHI will assess any additional pressures on bridge openings as part of the feasibility analysis.

Apponagansett Park

Apponagansett Park is a popular location for family outdoor recreation. The park is open year-round and provides scenic harbor views, a sandy beach area, playground, picnic area, basketball and volleyball courts, ice cream/sandwiches, and gazebo for small functions. During the summer, the park also hosts a popular weekly concert series on Wednesday evenings. Tickets are required for the concerts and much of the landing parking area is utilized for these events. Additionally, in the past, the park has hosted a kayak and paddle board rental program run by an independent commercial business. With the park already a popular location for residents and visitors, and the need for extra parking for the summer concert series, UHI will work with municipal entities, such as the Parks and Recreation Department to assess the potential impacts to the area from the marina.

Commercial Fishing

One of the needs identified during the harbor planning process was additional space for the small but active commercial fishing industry. With aquaculture increasing, UHI will consider the potential for this facility to serve the commercial fishing industry, including berthing, space and hoists for loading and unloading gear and catches, and other relevant amenities. This information will be gathered during stakeholder interviews, public meetings, a review of the findings in the forthcoming Port Profiles Report that UHI is producing with the Massachusetts Division of Marine Fisheries, and interviews with those managing comparable facilities.

Deliverable:

- Document describing impacts to other harbor activity and strategies to mitigate those impacts.

Budget: \$11,200

Task 6: Identify potential environmental impacts resulting from a marina at Dias Landing

Using available data such as shapefiles provided by MassGIS, UHI will conduct an inventory of existing natural resources in the Harbor which might be affected by the establishment of a small marina at the Landing. This will provide information about the types of impacts the facility might have and illuminate potential siting/design choices and permitting requirements/considerations.

Impacts that will be described include the following:

- Wetland resources
- Essential fish habitat
- Wildlife abundance and distribution
- Water quality
- Marine debris
- Erosion and sedimentation
- Water circulation
- Light pollution, depending on the design for dock lighting or additional lighting in the parking lot

As with other areas, the number of slips in the proposed marina will determine the degree of impacts on environmental resources. The engineering and design phase may be able to incorporate mitigation measures to limit potential environmental impacts.

Deliverables:

- Maps of natural resources at and adjacent to the potential marina site
- Document describing potential environmental impacts and potential permitting implications

Budget: \$8,440

Task 7: Develop a range of options for the marina facility

Using stakeholder input and information gathered during the analysis of dredging needs and demand, we will develop a range of options for the marina facility. These options will include factors such as the economic feasibility, number of slips and feet of broadside berthing, types of users, and fee structures. This will be an ongoing process, as data evolve. We will provide pictures from websites and other sources, as appropriate, to visually convey the options. We will work with the Town to narrow options and, once the range of options has been narrowed, we will conduct a public outreach effort to solicit public input on the options.

Deliverables:

- One public engagement opportunity
- A draft of all options identified through the research
- A revised draft of a select group of options

Budget: \$15,250

Task 8: Develop a final draft of the feasibility study

UHI will compile the findings from the tasks above to develop a draft feasibility study. UHI will work with the appropriate town representatives to develop the final structure, but we anticipate the study will include:

- A description of the process for developing the study
- A summary of the input we received and research we conducted, including key points that influenced the range of options in the feasibility study, such as projected demand and type(s) of users
- A range of options for the facility, taking into consideration site conditions, public and stakeholder input, and other factors. The plan will include sections on dockage configuration, fee structures, management options, parking scenarios, and other relevant aspects. Assuming the feasibility study identifies a path forward for the marina at Dias Landing, we will provide images of potential amenities and rough sketches of dockage configurations that illustrate different scenarios
- Appropriate next steps such as additional studies, permitting, dredging. This section will include cost estimates for engineering studies, facility design, permitting, construction, and dredging. Further, this section will identify potential funding sources and financing options.

Budget: \$9,800

Project Budget:

The total budget for the Feasibility Study, based on the scope provided, is \$79,190. This includes staff time (salary and fringe), travel, printing, and the standard University indirect costs.

Project Reporting:

UHI will work with the Town to determine the appropriate reporting mechanism(s). At a minimum, we will provide monthly updates to the Harbormaster and any other municipal employees, boards, and/or committees that the Town deems appropriate.

Project Timeline:

The project is scheduled to take 12 months to complete once the contract has been finalized. Much of the research will be conducted during the first 7 months of the project, with the final five months focused on selecting a range of preferred options and developing the details for those preferred options.

Details about the timing of deliverables is presented in the table on the following page. The shaded blue cells represent the months in which activities will take place and/or deliverables will be produced.

	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Task 1: Stakeholder and public engagement												
Public engagement event		■										
Online survey			■	■								
Webpage developed and updated		■	■	■	■	■	■	■	■	■	■	■
Stakeholder interviews	■	■	■	■	■	■	■					
Task 2: information about other marinas												
Research comparable marinas/facilities	■	■	■	■	■							
Document and table of facilities						■						
Task 3: Potential revenue, expenses, and other boater fees												
Research revenue, expenses, fees	■	■	■	■	■	■						
Document of potential revenue, expenses, and fees							■					
Task 4: Dredging												
Conduct dredging assessment				■	■	■						
Document describing current conditions, potential dredging needs, and costs and permits							■					
Task 5: Impacts on existing boating and other activities												
Research potential impacts			■	■	■	■	■					
Document describing impacts to other harbor activity and strategies to mitigate those impacts								■				
Task 6: Environmental impacts												
Maps of natural resources at and adjacent to the potential marina site						■						
Document describing potential environmental impacts and potential permitting implications								■				
Task 7: Range of options												
One public engagement opportunity										■		
A draft of all options identified through the research								■				
A revised draft of a select group of options											■	
Task 8: Final Report												
Draft for review								■				
Final report complete												■

REQUEST FOR TRANSFER OF APPROPRIATIONS

In accordance with the Chapter 77 of the Acts of 2006

TO: SELECT BOARD
FINANCE COMMITTEE

DATE: 6/24/2020

FROM: Community Development Dep.

OFFICER/DEPT HEAD: Deborah Wender

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 which amended MGL Chapter 44, Section 33B, provides a new mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Select Board, with the concurrence of the Finance Committee will consider the following:

_____ Last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

_____ Not a municipal light department or a school department

_____ Amount not to exceed 3% of annual budget for the department from or within which the transfer is made or \$5,000.00, whichever is greater,

Amount requested: \$2,933.00

To be transferred to: Professional Salary- #11851-51110
(name & account number of appropriation)

To be transferred from: Debt Service (Interest on Debt) - #752
(name & account number of appropriation)

Balance remaining in appropriation from which transferred: \$214,281.44

The amount requested to be used for the following reasons: The Director of Development received a new contract in November 2019 which provided for an increase in compensation for FY 2020. This additional amount of compensation was not factored into the budget when the FY 2020 budget was first approved by Town Meeting back in June 2019.

Action by Select Board

Action by Finance Committee

Date of Meeting

Date of Meeting

Vote: YES [] NO []

Vote: YES [] NO []

Transfer voted in the sum: \$ _____

Transfer voted in the sum: \$ _____

Chair, Select Board

Chair, Finance Committee

Original to Treasurer's Office
Copy to Finance Committee, Select Board, Department/Board, and Town Accountant

REQUEST FOR TRANSFER OF APPROPRIATIONS

In accordance with the Chapter 77 of the Acts of 2006

TO: SELECT BOARD
FINANCE COMMITTEE

DATE: 6/24/2020

FROM: Pensions & Retirement

OFFICER/DEPT HEAD: Gregory Barnes

Request is hereby made for the following transfer in accordance with Chapter 77 of the Acts of 2006 which amended MGL Chapter 44, Section 33B, provides a new mechanism for year-end transfers between departmental appropriations in towns without the necessity of a town meeting vote.

In reviewing your request, the Select Board, with the concurrence of the Finance Committee will consider the following:

_____ Last 2 months of fiscal year or first 15 days of the new fiscal year to apply to the previous fiscal year.

_____ Not a municipal light department or a school department

_____ Amount not to exceed 3% of annual budget for the department from or within which the transfer is made or \$5,000.00, whichever is greater,

Amount requested: \$8,254.58

To be transferred to: Bristol County Retirement Special Assessment- #19111-51750
(name & account number of appropriation)

To be transferred from: Debt Service (Interest on Debt) - #752
(name & account number of appropriation)

Balance remaining in appropriation from which transferred: \$214,281.44

The amount requested to be used for the following reasons: Back in May 2004-November 2005, a Town employee went on military leave. Massachusetts Law dictates the employer is responsible for paying the contributions that would have been paid to the public employee retirement system by a member, had they not been on active military duty. However, the Bristol County Retirement System failed to assess this amount in the following fiscal year after the completion of military service, as should have been done in accordance with the law. The system only discovered this oversight during this fiscal year and charged the Town for what should have been paid (with no added interest to account for the length of time). The Town was not aware until notified of this fiscal liability.

Action by Select Board

Action by Finance Committee

Date of Meeting

Date of Meeting

Vote: YES [] NO []

Vote: YES [] NO []

Transfer voted in the sum: \$ _____

Transfer voted in the sum: \$ _____

Chair, Select Board

Chair, Finance Committee

Original to Treasurer's Office

Copy to Finance Committee, Select Board, Department/Board, and Town Accountant

JPw

JOHN W. PRICE
327 DARTMOUTH WOODS DRIVE
DARTMOUTH, MASSACHUSETTS 02747
(978) 430-5555 Cell

June 17, 2020

Select Board
Town of Dartmouth, Massachusetts
400 Slocum Road
Dartmouth, MA 02747

Dear Board Members:

Enclosed please find a copy of my resume for your consideration as an appointed member of the Board of Public Works in the Town of Dartmouth.

With my previous experience in the public and private sector, I believe I have the necessary requirements for this position. I would welcome the opportunity to speak with you further regarding this appointment.

I wish to thank you for your time and consideration.

Very truly yours,

John W. Price

Enclosure

JOHN W. PRICE
327 Dartmouth Woods Drive
Dartmouth, Massachusetts 02747
978 – 430 - 5555 (C)
E-mail: jprice01545@gmail.com

OBJECTIVE

Serve in an administrative capacity that will benefit from strong business credentials, development and implementation of funding programs, and significant liaison skills,

PROFESSIONAL EXPERIENCE

Town of Hampton, New Hampshire

2008 – 2011

DIRECTOR OF PUBLIC WORKS

Served under the direction of the Town Manager. The Director is the chief administrative officer of the department. Responsible for the budgetary control, assigning and directing the work program for: highways, sewer distribution and treatment, storm drainage control, sanitary landfill and refuse collection. Responsible for planning, directing, coordinating, controlling and staffing all the activities of the department. Is also responsible for the effective operations of the department; the enforcement of rules and regulations; the completion and forwarding of reports; and for departmental relations with local citizens, local and state governments, and other related agencies.

OPERATIONS MANAGER

Served under the general direction of the Director of Public Works. Additional duties included coordinating planning for and oversee the operation of each division within the department, manage departmental operations within budgetary constraints, review and evaluate programs to maintain cost effectiveness. Ability to make judgments and effective decisions; ability to establish and maintain effective relationships with Federal, State, County and local agencies, consultants, contractors, municipal officials, employees and the general public.

Town of Rowley, Massachusetts

2003 – 2008

PARKS & RECREATION DEPARTMENT – Services Coordinator (20 hours per week)

ACCOUNTING DEPARTMENT – Assistant Town Accountant (16 hours per week)

HIGHWAY DEPARTMENT – Unskilled Laborer (24 hours per week) 2003 – 2004

Massachusetts Bay Transportation Authority (MBTA)

2001 - 2002

EXECUTIVE COORDINATOR/ ADMINISTRATIVE COORDINATOR

Served as project liaison within and outside the MBTA. Additional duties included: worked with limited supervision to perform research, analysis and evaluation; assisted the manager in planning, coordinating and monitoring of special projects; acted as liaison between manager and departments or external contacts relating to special projects; and coordinated the implementation of programs and procedures, and related administrative responsibilities.

PROFESSIONAL EXPERIENCE (continued)

Commonwealth of Massachusetts, Metropolitan District Commission (MDC) 1999 - 2000

PROGRAM COORDINATOR

Coordinated and monitored assigned program activities; analyzed data concerning agency programs; provided technical assistance and advice to agency personnel and others; responded to inquiries; and maintained liaison with numerous public agencies.

Served as MDC representative to the team of public agencies, led by Massachusetts Emergency Management Agency (MEMA), and including the Massachusetts State Police, for the coordination and logistical execution of agency responsibilities to ensure public safety and the protection of agency property during major public events, weather related situations, emergency preparedness initiatives, and any emergency declared by the governor.

Earth Tech, Inc., Concord, Massachusetts

1969 to 1998

Recognized nationally as the fastest growing environmental, infrastructure and remediation engineering consulting firm, Earth Tech merged with Whitman & Howard, Inc., New England's oldest engineering firm, in April 1996.

BUSINESS DEVELOPMENT MANAGER 1982 to 1998

Expanded new business in the public and private sectors, resulting in a substantial growth of client base and significantly increasing annual revenues. This effort was accomplished utilizing an established, extensive network of personal and business contacts in concert with awareness and knowledge of state, federal and community programs under consideration.

Regularly assessed the traditional architectural/engineering and infrastructure needs of clients as well as innovative approaches to public works programs such as design/build and design/build/finance. Secured current information on such programs to ensure clients' possession of the latest in trends and regulations in this ever-changing arena.

Served as liaison, on behalf of clients and the company, with state and federal agency personnel to navigate, expedite and monitor legislative initiatives and requirements, maintain project deadlines and promote goodwill. This proactive, direct approach to open communication and client satisfaction assured continued project success and promoted opportunities for future contractual relationships.

Maintained program status updates and equated this data with accounting information for market analysis and forecasting. Coordinated marketing activities at national, regional and local conferences and exhibits.

PROFESSIONAL EXPERIENCE (continued)

Coordinated arrangements for specialized workshops and seminars developed to inform clients of current regulations and innovative approaches to their public works projects and to facilitate dialogue among clients and regulators. Maintained active participation, through membership and committee work, in professional organizations to enhance corporate visibility, demonstrate personal commitment, remain informed of the latest state and federal regulations, and enhance a growing client network.

SUPERVISOR, SUPPORT SERVICES 1969 to 1982

Directed all support personnel activities for word processing, mail processing and receptionist operations. Conducted recruitment, hiring and training for these staff positions; scheduled staff to meet deadlines while maintaining an effective support program.

Managed the physical plant, including equipment procurement. Negotiated contracts for purchase or lease of all office equipment. Implemented a consolidated company fleet system to provide more efficient use of vehicles.

EDUCATION

FEMA Emergency Management Institute
Belford University, Bachelor of Business Administration in Accounting
Bentley College, Waltham, Massachusetts
A.I.B., Banking and Accounting

AFFILIATIONS

Society of American Military Engineers-Former National Director,
Past Regional Vice President and Past President, Piscataqua Post
Institute of Management Accountants-Past President, Boston Chapter
American Public Works Association-Member, New England Chapter

COMMUNITY ACTIVITIES

Lawrence Memorial Hospital, Medford, Massachusetts-Former Member, Board of Overseers
Catholic Charities of the North Shore of Massachusetts (Lynn) – Former Board Member
Commonwealth of Massachusetts Housing Appeals Committee appointed by the
Governor of the Commonwealth to be the Selectman representative.
Town of Reading, Massachusetts:
Former Chairman, Board of Selectmen
Former Chairman, Board of Public Works

Former Precinct Chairman and Town Meeting Member

Former Member of the Finance, Recreation and School Construction Committees

ROBERT ALMY, PG

Background

2013-Present
Senior Project Manager
Weston & Sampson

2010-2013
Program Manager
GEI Consultants

2008-2009
Senior Environmental Specialist
SAIC Incorporated

1990-2008
Manager
Santa Barbara County Water Agency
Director, County "Project Clean Water"

1983-1990
Planning Department Deputy Director
Santa Barbara County Energy Division

1981-1983
Project Hydrogeologist
Dames & Moore

1977-1981
Hydrogeologist
Water Resources Department
State of Oregon

Education

1977
Master of Science
Geology (geochemistry, igneous petrology)
Western Washington University

1973
Bachelor of Arts
Geology (minor chemistry)
University of California, Santa Barbara, CA

Professional Registration

Registered Professional Geologist:
California #3802

Registered Engineering Geologist
Oregon #E-684

Certifications / Training

Advanced natural resource conflict resolution,
Center for Dispute Resolution, 1990

Hazardous Waste Site Investigation,
USEPA, 1981

Numerical Simulation of Ground Water
Systems,
USGS, 1981

EXPERIENCE

Mr. Almy has 40 years of experience managing coastal dependent and water-related programs. He has demonstrated leadership in interagency processes, the development of solutions to regulatory and resource management challenges, and the development of public information including compliance and training manuals. His areas of expertise include groundwater, integrated regional water management, stormwater pollution, water conservation, environmental review, and program development.

EXAMPLE PROJECT EXPERIENCE

Evaluation of applicability of AWWA Water Audit methodology to small and medium sized water suppliers, Massachusetts (2014) - Mr. Almy led a team to evaluate the efficacy of American Water Works Association (AWWA) water audit process promulgated in 2011 and the basis of loss control in AWWA Manual M 36. Under a State grant, the Acton Water District and Lincoln Water Department were subject to an audit that was then compared to other audits, including annual reporting pursuant to the Water Management Act. The water audits identified improvements in data handling that would reduce apparent losses and could increase revenue. Mr. Almy used the results of the audits were the basis of a series of training sessions hosted by the Massachusetts Water Works Association.

Application of AWWA Water Audit methodology to 18 public water suppliers, Massachusetts. (2015-2018) - Mr. Almy was part of an ongoing state DEP process to perform Level 1 and Level 2 water audits pursuant to American Water Works Association (AWWA) Manual M 36 and the Water Research Foundation Real Loss Component Analysis. Under a series of State grants, annual data were used to perform a comprehensive water audit and develop recommendations for improved control of both real and apparent losses.

Water Management Permit renewals: Towns of Orleans and Chatham, Abington Rockland Joint Water Works (2016-2018) - Mr. Almy prepared permit renewal applications, responded to "Order to Complete" letters, and developed mitigation plans for public water suppliers pursuant to the Massachusetts Water Management Act.

Mr. Almy managed the second phase of the Truro Integrated Water Resources Management Plan for the Town of Truro, Massachusetts (2015-2018). The Town initiated the IWRMP because of its concern over long term ground water quality, specifically the effect of septic systems on Nitrate levels. The project included public outreach efforts, a detailed assessment of ground water near East Harbor, evaluation of possible town-wide methods of controlling water quality, and development of storm water treatment measures as possible demonstration projects.

Presentations & Publications

EXAMPLE PROJECT EXPERIENCE (CONTINUED)

2016
Almy, R. B; *The Real Value of Water Audits*.
Journal of the New England Water works
Association

2009
Almy, R. B and Poucher, S.; *Applying Existing
Technology to Site Selection, Impact
Assessment and Long-term Monitoring for
Coastal Wind Farms*. Abstract. Rhode Island
Natural History Survey, 13th Annual
Conference *Rhode Island's Off-Shore Marine
Ecosystem and the Potential Impact of
Alternative Development*

2001
Lyndon C. Lee, Peggy L. Fiedler, Scott R.
Stewart, Robert R. Curry, Douglas Partridge,
Jeffrey A. Mason, Robert B. Almy, Darcy L.
Aston, Maureen E. Spencer, and Ethan M.
Inlander; *Reference-based assessment of the
functions of riverine waters/wetlands in the
south coast of Santa Barbara County,
California*

1991
Almy, R. B., Johnson, D. N. and Vrat, D.;
*Changing Role of Local Government in the
Development of Outer Continental Shelf
Resources*, in Proceedings, Coastal Zone 91,
The Seventh Symposium on Coastal and
Ocean Management

1987
Almy, R. B. and Strachan, S. *Petroleum
Development in Santa Barbara County:
Socioeconomic and Jurisdictional Setting*, in
Proceedings, Coastal Zone 87, The Fifth
Symposium on Coastal and Ocean
Management.

1987
Almy, R. B., Scott, M. A. and Strachan, S.
*Mitigation of Impacts and Reduction of Hazards
Associated with Specific Coastal Petroleum
Development Projects*, in Proceedings, Coastal
Zone 87, The Fifth Symposium on Coastal
and Ocean Management.

1985
Almy, R. B. *Geologic Issues in Environmental
Impact Assessments*, Geological Society of
America, Abstracts with Programs.

1981
Almy, R. B., and Oberlander P. E.; *Basalt
Aquifer Characteristics, Ground Water Ages
and Implications of Large-Scale Groundwater
Withdrawal in the Columbia Plateau Region,
Oregon*. Geological Society of America,
Abstracts with Programs.

1981
Almy, R. B. *Ground Water Resources of the
Grants Pass and Cave Junction Areas, Rogue
River Basin, Oregon*, Oregon Water
Resources Department Open File Report.

Development and evolution of a regional water efficiency program, Santa Barbara County, CA (1991-2006) - Mr. Almy established and guided development of the county-wide regional water efficiency program involving both urban and agricultural users. The program included aggressive public outreach and education, consistent interagency coordination, and integration with supply planning and met emerging state mandates.

Project Clean Water (surface-water quality) Program, Santa Barbara County, CA (1998- 2006) - Mr. Almy established "Project Clean Water" to improve urban water quality throughout Santa Barbara County. Under his management, the program 1) instituted comprehensive educational programs, 2) developed and instituted an illicit discharge detection and control program, 3) developed local land use and construction site regulations and monitoring for stormwater control, 4) performed a comprehensive survey of public facilities, and 5) installed and operated treatment control facilities at seven locations.

NPDES compliance programs, Santa Barbara County, CA (1999-2008) - Under contract with four incorporated cities within Santa Barbara County, Mr. Almy led county staff in the development of Phase 2 NPDES Storm Water Management Plans. He coordinated an initial water quality assessment and community-led problem definition process in each city.

Lower Santa Ynez River Climate Change Adaptive Management Plan, Santa Barbara County, CA (2013 to 2014) - Mr. Almy led development of a simplified methodology for identifying climate change risk and cost-effective response for small and medium water suppliers. The work was funded under a grant from NOAA and used three public suppliers in the Lompoc Valley as test cases. The project included definition of climate change indices specific to the Santa Ynez watershed, a streamlined methodology to prioritize risk and effective response, as well as integration of potential responses with existing planning and capital improvement processes. The project involved close collaboration water management agencies and the public.

Climate Change Vulnerability Assessment and Adaptation Planning Project (2016), Lynn Economic Development and Industrial Corporation (EDIC)- Mr. Almy served as lead scientist for this resilience planning project, which involves identifying and prioritizing projects and regulatory/policy changes that will provide long-term increases in coastal resiliency. The overall project objective is to minimize current and future risks, and to provide a mechanism to integrate these considerations into all future planning efforts. The final work product will serve the community by identifying climate change vulnerability and risk; increasing public support for allocating resources for smart planning and development; evaluating specific measures to improve coastal resiliency; and supporting development of sustainable elements of the Waterfront Plan.

Courses Taught **EXAMPLE PROJECT EXPERIENCE (CONTINUED)**

, 2005 to 2007 (4-hour course)
Protecting Ground Water Quality, UC Davis
"Short Course" for agriculturalists

March 2004 and March 2005 (8-hour course)
*Current Issues in Storm-water Regulation in
California, Municipal Storm Water Programs
(Phase I and II)*, Lorman Seminars

1989-2008
Lecturer, *Environmental Impact Assessment*
1 semester course. Environmental Studies
Program, University of California, Santa
Barbara, CA

Other

1970-Present
Lacrosse referee, certified observer

2017- 2019
Volunteer,
Lynnfield Recreational Path Committee

1/2019- 6/2020
Chairman, Board of Commissioners
Lynnfield Center Water District

DCAMM Statewide Resilience Master Plan (2017) - Mr. Almy was a principal investigator for developing a resilience master plan for state facilities in the ownership portfolio of the Massachusetts Division of Capital Asset Management and Maintenance (DCAMM). The team developed a process for addressing climate change adaptation and implementing resilient design strategies for facilities management, major public building construction, and real estate services under the purview of DCAMM.

Northern Cities Management Area Annual Report, Northern Cities Technical Group, San Luis Obispo County, CA (2011-2013) - Mr. Almy served as project manager and principle investigator for the ongoing annual evaluation of groundwater supplies and development of a formal Annual Report submitted annually to the court as part of an adjudication of the Santa Maria basin.

Santa Barbara County Area-wide Integrated Regional Water Management Plan (IRWMP), Santa Barbara County Water Agency, Santa Barbara County, CA (2005-2013) - Mr. Almy served as the project manager responsible for the preparation of the Santa Barbara County IRWMP to meet the requirements of the Integrated Regional Water Management Planning Act of 2002 (SB 1672).

Watershed Planning, Santa Barbara County, CA (2001-2008) - Mr. Almy was instrumental in developing watershed plans in three critical streams on the South Coast of the Santa Ynez Mountains in Santa Barbara County. He established the proposed scope of each plan, assembled a local stakeholders' group, obtained funding, and managed the overall planning process.

Development of CWA 303(d) listings and TMDLs, Santa Barbara County, CA (2000-2006) - Mr. Almy represented the County of Santa Barbara during state agency identification of impaired water bodies.

Water Supply Feasibility Assessment Report, Glastonbury, CT (2011) - Mr. Almy evaluated the adequacy of a proposed ground-water supply system in complex terrain and developed an alternative evaluation based on water balance techniques used by the US Geological Survey in similar terrain in the Puget Sound area, Washington.

Poso Creek Integrated Regional Water Management Plan (IRWMP), Semitropic Water Storage District, Wasco, CA (2010, 2012) - Evaluated the environmental impacts associated with the implementation of groundwater banking and exchanges amongst and between Friant, Cross Valley Central Valley Project (CVP) and Non-CVP Agricultural Contractors within the Poso Creek Integrated Regional Water Management Plan Area. Mr. Almy was part of the team to successfully apply for a \$17m grant from the Department of Water Resources.

EXAMPLE PROJECT EXPERIENCE (CONTINUED)

Shoreline Stabilization Projects, (CERCLA- and DERP-related) Southern Chesapeake Bay, VA (2009) - Mr. Almy evaluated shoreline retreat using historical and projected oceanographic conditions as a basis for design of shoreline stabilization at a former ordnance depot. Two areas of the site, including a closed landfill, were threatened by ongoing erosion and slope failure. Consistent with state and federal guidelines, a "living shoreline" approach to stabilization was employed.

Subsurface Contamination Assessment, (DERP-related) Active Military Base, MD (2009) - Mr. Almy provided an assessment of geologic conditions leading to development of iron flocculation in a stream adjacent to a closed landfill. Iron flocculation was demonstrated to be a natural phenomenon, thereby avoiding extensive and expensive monitoring for potential contaminants from the nearby landfill.

Christine Amaral

From: Shawn MacInnes <smacinn@town.dartmouth.ma.us>
Sent: Thursday, July 9, 2020 12:43 PM
To: Christine Amaral; Melanie Perry
Subject: FW: Board of Public Works

For packet

Shawn MacInnes
Town Administrator
Town of Dartmouth
400 Slocum Road
Dartmouth, MA 02747
508-910-1813
<https://www.town.dartmouth.ma.us/>

From: Kevin Murphy <kevinmurphy@gmail.com>
Sent: Thursday, July 9, 2020 8:31 AM
To: Shawn MacInnes <smacinn@town.dartmouth.ma.us>; Stanley Mickelson <smickelson@town.dartmouth.ma.us>
Cc: Brian Hawes <bhaw902@gmail.com>; David Hickox <dhickox@town.dartmouth.ma.us>
Subject: Board of Public Works

Gentleman;

It has been brought to my attention that there is an opening on the Board of Public Works.

I would like to apply for that opening.

As you are aware I am currently the chairman of the Fire District 1 Prudential Committee, a Town Meeting member, and a member of the Waterways Commission.

I'm sure you know I have dedicated many hours to aid in Town endeavors and never missed a meeting I was scheduled to attend.

In addition I'm a former licensed Construction Supervisor in the State of Massachusetts.

I'm retired and have the time necessary to be a productive member of the board.

Regards;
Kevin Murphy

The Select Board
400 Slocum Road
Dartmouth, MA 02748

June 20, 2020

To Whom It May Concern:

I am writing to express my interest in joining the Dartmouth Veterans Advisory Board. I am a town resident and a 26-year Army veteran. I'd like to assist the town's veteran population and their interests.

Please let me know if you have any questions. I look forward to serving our veterans.

Kind regards,

Robert Mahowald

Robert Mahowald
263 Elm Street
South Dartmouth, MA
978-971-1801
robert@townisp.com

DARTMOUTH LIVABLE COMMUNITY ACTION PLAN

TOWN OF DARTMOUTH: BACKGROUND

The Town of Dartmouth had developed over the years from a rural, agricultural based community to a vibrant suburban town with a variety of residential, shopping, educational and cultural opportunities. Agriculture is still an important component of the Town's land use. Additionally, as a waterfront community, many non-town residents own vacation homes in Dartmouth.

The Town residents are very active in all aspects of Town living. There are a significant number of residents who volunteer on Town boards and commissions, as Town Meeting members and on various non-profit boards.

Per the Town's recent Housing Production plan, the Town's population is currently estimated at approximately 32,000. As in many communities, the population of Dartmouth is aging, with the number of elderly residents expected to increase dramatically over the next 20 years. The number of residents over the age of 55 is currently estimated at 31.2% of the population, an increase from 28.6% in 2010.

COUNCIL ON AGING

The Dartmouth Council on Aging is dedicated to the safety and overall wellbeing of our residents aged 55 and over. Our department is responsible for helping elders maintain their independent lifestyle, in the housing of their choice, for as long as safely possible while remaining active, contributing members of our community.

THE SURVEY AND ACTION PLAN

In response to the growing interest in age-friendly communities, Dartmouth created an Age Friendly Steering Committee to assess issues and concerns and develop responsive policies and programs to make the Town an attractive, safe and vital community for residents of all ages, particularly our senior population.

The membership was representative of a broad group of concerned citizens, representatives from the University of Massachusetts Dartmouth and town staff.

The Town also worked with the UMASS Dartmouth Nursing Program to hold listening sessions with residents and to conduct a survey with residents age 55 on order to understand their concerns and ideas. The results of the surveys (which are included as an addendum to this action plan) were critical to inform the development of the Action Plan. This plan was also informed by previous Town planning efforts including the 2007 Master Plan (currently being updated, the 2015 Open Space and Recreation Plan

(https://www.town.dartmouth.ma.us/sites/dartmouthma/files/uploads/final_dartmouth_os_2015_2022.pdf) and the 2018 Housing Production Plan

(https://www.town.dartmouth.ma.us/sites/dartmouthma/files/uploads/2018dartmouth_hpp-housing_needs_assessment-updated_final.pdf) .

The Action Plan is organized by the eight domains of livability: Housing, Transportation, Communication and Information, Outdoor Spaces and Buildings, Community Supports and Health Services, Social Participation, Respect and Inclusion, and Civic Engagement and Employment.

It is recommended that the Steering Committee continue to meet several times a year to assess progress on the plan implementation and to identify and engage new partners, as needed.

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DARTMOUTH LIVABLE COMMUNITY

ACTION PLAN

DOMAIN #1 HOUSING

Safe and affordable housing that can be adapted as resident's age contributes to independence, security and quality of life.

VISION: DARTMOUTH IS A COMMUNITY IN WHICH THERE ARE A VARIETY OF SAFE, AFFORDABLE AND APPROPRIATELY DESIGNED HOUSING OPTIONS FOR RESIDENTS OF ALL AGES, WHICH CAN ALLOW RESIDENTS, REGARDLESS OF INCOME OR HOUSING TYPE, TO AGE SAFELY WITHIN THE COMMUNITY WITH AS MUCH INDEPENDENCE AS POSSIBLE.

WHAT HAVE WE ACCOMPLISHED AND WHAT ARE WE CURRENTLY WORKING ON?

1. Housing Rehabilitation Loan Program: Must meet income qualifications; loan is paid back upon transfer of title.
2. Housing Assistance Purchase Program: Assists with buying down the price of a home to an “affordable” level. Must meet income qualifications. Lottery based. Home becomes deed restricted.
3. Permitted 84 affordable rental units at Lincoln Park; 48 of which restricted for seniors.
4. 40B project on State Road and Anderson Way under review by Zoning Board of Appeals.

WHAT DO WE NEED TO DO?

Recommendation H1. Advocate for a range of affordable housing options with walkable access to essential services and food sources.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Investigate zoning options that encourage senior multi-family opportunities.	Council on Aging; Planning Board; Select Board	3-5 years	Modifications to existing zoning.
B. Research home sharing models that could pair seniors with each other and/or graduate students.	Council on Aging, Village; UMass Dartmouth; Coastline	3-5 years	Increase number of seniors reporting co-living arrangements

Recommendation H2. Maintain/expand funding to assist seniors with maintenance and repairs in order to be able to age in place.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Continue/expand CPA Housing Rehab Loan Program	Council on Aging, Community Preservation Committee	Ongoing	Increase in the number of loans
B. Expand volunteer program to assist elders with yard work; snow removal, home maintenance	Council on Aging, Dartmouth School Department; Sheriff's Dept. Coastal Neighbors Network; UMass Dartmouth	Ongoing	Number of families assisted
C. Develop a directory/resource guide of various assistance/volunteer programs	Council on Aging; Department of Community Development; Coastline Coastal Neighbor's Network	Ongoing	Resource guide posted at CPA and on Town's website

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DOMAIN #2 TRANSPORTATION

Affordable, accessible transportation options which connect people to social activities, economic opportunities and medical care

VISION: DARTMOUTH WILL BE A COMMUNITY THAT INCLUDES WALKABLE STREETS, SAFE ROADS, SAFE WALKING AREAS AND AN ADEQUATE PUBLIC TRANSPORTATION SYSTEM

WHAT HAVE WE ACCOMPLISHED AND WHAT ARE WE CURRENTLY WORKING ON?

1. Council on Aging – van transportation program
2. Coastal Neighbors Network-ride services within their volunteer network
3. Local public transportation referrals – GATRA/SRTA; rides to doctors' appointments

WHAT DO WE NEED TO DO?

Recommendation T1. Work with DPW to prioritize sidewalks/side travel and adequate sidewalk width in areas with high concentrations of elderly, emphasizing connections between housing with recreation and shopping to increase pedestrian safety

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Map out areas of concern and a priority list of area	Council on Aging Department of Public Works; Department of Community Development	2-3	A plan will be produced detailing areas of concern; partner with DPW
B. Develop an action plan and identify sources of funding	Council on Aging; Department of Public Works; Department of Community Development	2-4	Identified projects will be included within the DPW annual budget or within the CIP.
C. Identify areas which could be rezoned to create walkable village centers	COA, Planning Board, Development Office	2-4	Coordinate with results of master plan update

Recommendation T2. Improve access to public transit – identify potential new routes; flex schedules, and new options

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Investigate options for expanding SRTA service and route flexibility	Council on Aging; SRTA; Department of Community Development	Ongoing	Areas in need of additional service will be identified and options and funding sources identified.
B. Investigate extension of service times/options for COA vans	Council on Aging; Department of Community Development; Finance Committee	Ongoing	Needed service area/time extensions will be identified and a funding source established.
C. Investigate/ share alternative transportation options for seniors including Uber/Lyft; home delivery food options	Council on Aging; Finance Committee; Coastal Neighbors Network; private companies	Ongoing	Attendance at informational meetings to gain interest and educate seniors on options
D. Develop a transportation resource guide	Council on Aging; Interns – UMass Dartmouth	1-2 Years	Resource/education guide will be developed and printed, distributed and posted electronically at COA and Town’s website
E. Investigate future opportunities to make transportation to future South Coast Rail stations	Council on Aging; SRTA; Department of Community Development	4-5 years	There will be a seamless public transportation connection from Dartmouth to future South Coast Rail stations

DOMAIN #3 COMMUNICATION AND INFORMATION

Opportunities to access information needed to be fully engaged in community life.

VISION: DARTMOUTH WILL HAVE AN EFFECTIVE COMMUNICATION STRATEGY THAT INCLUDES A VARIETY OF MEDIA TYPES TO INFORM RESIDENTS, PARTICULARLY SENIORS, ABOUT EVENTS, ACTIVITIES, RESOURCES, SERVICES AND EMERGENCIES.

WHAT HAVE WE ACCOMPLISHED AND WHAT ARE WE CURRENTLY WORKING ON?

1. Best practices and strategies for effectively communicating information to the community have been identified and implemented.
2. Created a Town – Gown Partnership, with representatives from the Town and UMass Dartmouth, to cooperatively explore opportunities to share resources and investigate new initiatives.
2. Established collaborative relationships with the Town, (including DCTV), Dartmouth Police Department (“DPD”), Council on Aging (“COA”) and with local radio stations and newspapers.
3. Established active and up-to-date social media presence: Town, DPD and COA
 - Websites
 - Facebook and Instagram social media pages @dartmouthcoa
 - Our Town message Board
 - NextDoor
 - COA monthly newsletter and calendar of events
 - DCTV
4. Established collaborative partnerships with community groups and organizations including: Coastline Elderly Services Information and Resources; Dartmouth Friends of the Elderly; Southcoast Health System; Mass. Rehabilitation Commission’s Aging and Disability Resource Centers (ADRC); Mass in Motion; Community businesses
5. Established community emergency weather notification system through electronic media, TV and radio
6. Facilitating development of Dementia Friendly program. Partners include: Town, DPD Alzheimer’s Association of MA; Alzheimer’s Foundation/Dementia Foundation networks
7. Expansion of free computer and Wi-Fi- lessons at COA, Library and other community areas to promote intergenerational learning. Partners include Town, COA, Library, Southcoast Service Learning; Community businesses

8. The COA has partnered with UMass Dartmouth to host an international lecture series. Additionally, several nursing students from UMass Dartmouth do their clinical semesters at the Council on Aging.

WHAT DO WE NEED TO DO?

Recommendation C11. Assess current information/communication outlets for effectiveness, particularly with respect to seniors.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Ongoing collaborative strategies for disseminating information	Town, DPD, DPA, DCTV, FUN107, Standard Times, Chronicle, Dartmouth Weekly; Senior News	1-5	1. Collaboration established 2. Strategies identified 3. Current information easily available
B. Ongoing best practices strategies for effectively communication information to the community	Town, DPD, COA and respective social media forums;	1-5	1. Collaboration established 2. Strategies identified 3. Current information easily available
C. Ongoing collaborative partnerships with community groups and organizations	Town, DPD, CPA, Coastline Elderly Services, Dartmouth Friends of the Elderly, Southcoast Health, ADRC, UMass Dartmouth; Mass in Motion, Community businesses	1-5	1. Collaboration established 2. Strategies identified 3. Current information easily available
D. 100 Cups of Coffee Program	Area organizations; businesses		1. Increased awareness and knowledge throughout the community

Recommendation CI2. Improve access to information among all residents, particularly the elder residents.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Ongoing Dementia Friendly Program	Town, DPD, COA, Alzheimer’s Association of MA; Alzheimer’s Foundation/Dementia Foundation Networks	1-3	1. Best practices of effective communication identified 2. Collaboration established 3. Information readily available and updated regularly
B. Ongoing collaboration with community groups to identify resources, best practices and to and make information available to residents and providers	Town, DPD,, Library, Alzheimer’s Foundation/Dementia Foundation Networks; ADRC; Community Cross Continuum Collaborative Grants; Mass in Motion; Southcoast Young Professionals Network; Southcoast Service Learning; Community businesses	1-5	1. Best practices of effective communication identified 2. Collaboration established 3. Information readily available and updated regularly

Recommendation CI3: Develop resource materials as outlined under each area of importance.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Ensure information materials are print accessible in appropriate languages	Town, DPD, CPA, Library, Alzheimer's Foundation/Dementia Foundation Networks; ADRC; Community Cross Continuum Collaborative Grants; Mass in Motion; Southcoast Young Professionals Network; Southcoast Service Learning; Community businesses	1-5	<ol style="list-style-type: none"> 1. Best practices of effective communication identified 2. Collaboration established 3. Process and resources are identified and implemented 4. Materials are readily accessible in multiple languages
B. Develop and promote intergenerational learning programs and resources	Town, DPD, CPA, Library, Alzheimer's Foundation/Dementia Foundation Networks; ADRC; Community Cross Continuum Collaborative Grants; Mass in Motion; Southcoast Young Professionals Network; Southcoast Service Learning; Community businesses	1-5	<ol style="list-style-type: none"> 1. Best practices process, and strategies and resources are identified 2. Collaboration is established 3. Materials are accessible.
C. Develop centralized source for information dissemination	Town of Dartmouth, DPD, COA, community groups and organizations, community businesses	1-5	<ol style="list-style-type: none"> 1. Best practices, process and strategies are identified and implemented. 2. Materials are accessible

DOMAIN # 4 OUTDOOR SPACES AND BUILDINGS

Public spaces that are accessible well lit and well-marked, with shade and places to sit to allow for comfort and independence.

VISION: DARTMOUTH WILL HAVE SUFFICIENT OPPORTUNITIES FOR SENIORS TO ENGAGE IN ACTIVITIES IN THE OUTDOOR SPACES, PARKS AND PUBLIC BUILDINGS.

WHAT HAVE WE ACCOMPLISHED AND WHAT ARE WE CURRENTLY WORKING ON?

1. Installed accessible pavilion space and walkways at Apponagansett Park.
2. Ensuring adequate access for all to the Town’s recreation facilities
3. Developed an intergenerational community park adjacent to the Southworth Library and Cushman School.
4. ADA improvements to Round Hill Beach have been completed.
5. Have issued and received proposals for a feasibility study for Town Community Recreational Building.
6. Public accessible restrooms installed at new Maritime Center

WHAT DO WE NEED TO DO?

Recommendation OSB1. Review Open Space and Recreation Master Plan to ensure opportunities and programming meets the needs of all ages and ability groups

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Explore options multi-use recreational building	Town; COA, Parks and Recreation	1-3	Feasibility study will be completed.
B. Continue to support development of year round, all ages passive and active recreational opportunities	Town; Parks and Recreation	Ongoing	All new and refurbished parks will include elements for residents of all ages.

Recommendation OSB2. Develop more senior programming in the parks and increase walking paths.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Continue to work with local and regional partners to develop additional multimodal trails and bike routes	Parks and Recreation; Pathways Committee; Southcoast Bike way Alliance' Dartmouth Natural Resources Trust (DNRT)	Ongoing	All new trails will be accessible to all ability levels.
B. Develop a partnership between COA and Parks and Recreation to develop opportunities for senior programming in the Town Parks	COA, Parks and Recreation	3-5	New park-based programs geared to adults and seniors.

Recommendation OSB3. Evaluate feasibility of public restrooms at key recreation areas

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Where feasible consider installing public restrooms at key recreation areas	Parks and Recreation; DPW	Ongoing	New restroom facilities at currently unserved recreation areas.

Recommendation OSB4. Identify public areas with shade and accessibility issues and schedule modifications.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Develop an inventory of key public recreation areas with accessibility issues.	COA; Parks and Recreation	Ongoing	Modifications are integrated to upgrades for existing facilities

Domain # 5 COMMUNITY SUPPORTS AND HEALTH SERVICES

A wide network of affordable and accessible medical and community support services promote well-being and quality of life.

VISION: THE DARTMOUTH COMMUNITY WILL HAVE AN INTEGRATED NETWORK OF SERVICES AND SUPPORTS THAT MEET THE SOCIAL AND HEALTH NEEDS OF ITS ELDER RESIDENTS. (

WHAT HAVE WE ACCOMPLISHED AND WHAT ARE WE CURRENTLY WORKING ON?

1. Increase awareness of and participation in health and wellness activities that focus on healthy aging.
2. Promote and expand health and wellness initiatives that foster healthy physical and mental aging.
3. Increase the support for caregivers charged with supporting an older adult.

WHAT DO WE NEED TO DO?

Recommendation CSHS1. Identify and publish existing supports and health services

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Continue to work with local media to promote existing programs	COA, DCTV, Local Newspapers	Ongoing	Increase in number of people expressing interest in current programs.

Recommendation CSHS2. Develop strategies to coordinate services, provide information, and outreach to the elder community, particularly for those who may be isolated.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Continue to publish available services in monthly newsletter	COA; Coastline; Coastal Network; local faith-based organizations	Ongoing	Increase in number of people served
B. Develop a speaker program highlighting various services	COA; Coastline; Coastal Network; local faith-based organizations	Ongoing	Increase in number of people served. Number of attendees at programs.

Recommendation CSHS3. Collaborate with community agencies to identify those elders at risk.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Identify/develop a resource center to promote health and healthy lifestyles for all residents.	COA; Coastline; Coastal Network; local faith-based organizations; UMass Dartmouth	Ongoing	Development of an identified resource center
B. Develop a “crisis” team who can respond with the necessary resources as required	COA; Coastline; Coastal Network; local faith-based organizations; Police Dept., Fire Dept., Board of Health	Ongoing	Development of a more formal team.

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DOMAIN # 6 SOCIAL PARTICIPATION

Activities and events are affordable, accessible and held at convenient times that result in engagement in recreation, socialization, cultural, education and spiritual activities.

VISION: DARTMOUTH WILL HAVE A VARIETY OF ACCESSIBLE, AFFORDABLE AND CONVENIENTLY LOCATED SOCIAL AND RECREATIONAL OPPORTUNITIES FOR OLDER ADULTS.

WHAT HAVE WE ACCOMPLISHED AND WHAT ARE WE CURRENTLY WORKING ON?

1. Continuing to build awareness and developing formal structures to increase social participation. Increasing collaborations with the COA, UMass Dartmouth (UMD), the Dartmouth Library and the “Village”.
2. Continuing to establish, support and sustain formal advocacy concerning senior related issues and ensure that all voices are included and respected.
3. Currently building linkages to spiritual centers and social media groups

WHAT DO WE NEED TO DO?

Recommendation SP1. Identify existing opportunities for social engagement and barriers to access.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Awareness of current programs	COA, UMD, Coastal Neighbors, Library, DCTV, Newspapers and Social Media Outlets Southcoast LGBT Network	1	Measured attendance and willingness to participate. Collaboration noted
B. Introduction	Spiritual Centers, Mall, Social Media Outlets	2	Referrals from groups, connections and involvement
C. Access	ADA, , DNRT	3	Training accomplished, “All Person” Trails “Markers”

Recommendation SP2. Use existing networks to leverage opportunities to fill the gaps in services.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Implement Project Visibility	Dartmouth School Dept.; CPA, DCTV, LGBTQ	On-going	
B. Create a Senior Advocate/Wellness Coordinator position	COA; Town Administrator; Select Board	1	Referrals from local organizations

Recommendation SP3. Include faith-based organizations.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Target South Dartmouth area	Temple, Mosque, Churches	1	Receptiveness of audience
B. Target North Dartmouth area	Churches and Town	3	Referrals

DOMAIN # 7 RESPECT AND SOCIAL INCLUSION

Older adults are valued, included and consulted on community projects, planning initiatives and all aspects of community life.

VISION: DARTMOUTH WILL BE A COMMUNITY THAT IS OPEN, INCLUSIVE AND WELCOMING TO PEOPLE OF ALL AGES AND WHERE OLDER ADULTS AND THEIR NEEDS ARE VALUED AND HEARD BY BOTH THE PUBLIC AND PRIVATE SECTORS.

WHAT HAVE WE ACCOMPLISHED AND WHAT ARE WE CURRENTLY WORKING ON?

1. Ongoing community education concerning aging issues
2. Collaboration with UMass Dartmouth to implement and coordinate relevant programming and activities.
3. Inclusion of senior representation in all town-wide planning initiatives and processes

WHAT DO WE NEED TO DO?

Recommendation RI 1. Promote “Age-Friendly” business environments

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Develop an Age Friendly Business Designation within the Dartmouth Business Community	COA, Chamber of Commerce, Department of Community Development	2-5	Development and implementation of designation; number of participating businesses
B. Incorporate elements of Dementia Friendly community	COA, Chamber of Commerce, Department of Community Development	2-5	Development and implementation of designation; number of participating businesses

Recommendation RI2. Promote reciprocal intergeneration activities within the community.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Expand partnerships with local schools, the University, and the library	Dartmouth School Department, UMass Dartmouth; Dartmouth Public Libraries	Ongoing	Number of successful partnerships created
B. Develop internships to further facilitate work with older adults	Dartmouth School Dept.; UMass Dartmouth	On-going	Number of internships created. Level of student interest.

Recommendation RI3. Develop a Dementia Friendly program.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Create a Dementia Friendly Employer Designation	CPA, Coastline Elderly Services (CESI) School Dept., Local Businesses	On-going	Number of business and institutional participants

Recommendation FI4. Create opportunities to voice concerns and ideas about aging in the community

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Develop staff training to better assist senior residents in navigating various town departments	Select Board; Town Administrator, Human Resources	Ongoing	Number of trained staff; increased satisfaction by seniors with interactions with Town departments

DOMAIN #8 CIVIC ENGAGEMENT AND EMPLOYMENT

An effective distribution of information about events, programs and opportunities to encourage older adults to stay involved in volunteer work and/or paid employment.

VISION: DARTMOUTH WILL BE A COMMUNITY IN WHICH OLDER RESIDENTS CONTRIBUTE FULLY SOCIALLY AND ECONOMICALLY THROUGH PAID EMPLOYMENT, MENTORSHIP AND/OR VOLUTNEER OPPORTUNITIES.

WHAT HAVE WE ACCOMPLISHED AND WHAT ARE WE CURRENTLY WORKING ON?

1. Enhanced political interest and government involvement in aging issues

3. Enhanced employment opportunities and adequate preparation for older adults to “re-enter” the work force.

WHAT DO WE NEED TO DO?

Recommendation CEE1. Encourage local businesses to develop flexible work opportunities that meet the needs of older adults.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Create a roundtable discussion to increase senior participation	Local Assisting Living Centers; COA; local businesses	ongoing	Participation in scheduled discussions.
B. Educate businesses on value of older workers	Chamber of Commerce; local businesses; COA	Ongoing	Increase in number of re-employed workers.

Recommendation CEE2: Work with local non-profits to identify volunteer and leadership opportunities – create central information center.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Create a centralized location for volunteer opportunities	Local non-profits; COA; Dartmouth Public Library	Ongoing	Number of listed opportunities

Recommendation CEE3: Engage the community with respect to the value of older workers.

ACTION ITEM	PARTNERS	YEARS	INDICATORS
A. Develop a mentoring program to link adult retirees, high school students, college students and non-profits	UMass Dartmouth; COA; Discovery Center	On-going	Number of participants.

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ACKNOWLEDGEMENTS

The Town would like to acknowledge the hard work and assistance of the staff and students of the UMass Dartmouth School of Nursing who took on the responsibility of administering and compiling the results of the survey, which informed the needs assessment and action plan.

DARTMOUTH LIVABLE COMMUNITY STEERING COMMITTEE

Andrew Pollack	Coastal Neighbors Network
Jamie Jaquart	UMass Dartmouth
Jessica Mitchell	UMass Dartmouth
Caitlin Stover	UMass Dartmouth
Jacqueline McDonald	Dartmouth Council on Aging
Ouida Dowd	Dartmouth Council on Aging; UMass Dartmouth School of Nursing
Lynn Brodeau	Dartmouth Board of Health
Lorri-Ann Miller	Dartmouth Planning Board
Amy DiPietro	Director, Dartmouth Council on Aging
Deborah Melino-Wender	Director, Dartmouth Community Development
Cyndi Marland	Director of Media, Dartmouth
Chris Michaud	Director, Dartmouth Board of Health
David Cressman	Former Dartmouth Town Administrator (retired)
John Hansen	Former Dartmouth Town Planner
Shawn MacInnes	Dartmouth Town Administrator

PROPOSED SELECTBOARD MEETING DATES

July 7, 2020- Scheduled

July 27, 2020- Scheduled

August 10, 2020

August 24, 2020

September 14, 2020

September 28, 2020

October 5, 2020

October 19, 2020

November 9, 2020

November 23, 2020

December 7, 2020

December 21, 2020

Attendance Record

Board or Committee: Zoning Board of Appeals: Chairman Halim Choubah

Member Name	Date of Meeting	1	2	3	4	5	6	1	5	4	5	5	5	5	6	4	4	5	4	6	5	6	4	4	4	3	4	5	5	5	5	5	Meeti ngs Attend ed	# OF MEETI NGS	%
1 Halim Choubah	1/8/2019	X	X	X	X	X	X																									23	27	85%	
2 Michael Medeiros	1/9/2019	X	X	X	X	X	X																									25	27	93%	
3 Robert Gardner, Jr.	2/12/2019	X	X	X	X	X	X																									11	27	41%	
4 Rahim Aghai	2/26/2019	X	X	X	X	X	X																									22	27	81%	
5 Alvin Youman	3/12/2019	X	X	X	X	X	X																									23	27	85%	
6 Ralph Pollack	3/26/2019	X	X	X	X	X	X																									22	27	81%	
7	4/9/2019																																		
# In Attendance:	6	5	1	5	5	4	5	5	5	5	6	4	4	5	4	6	5	6	4	4	4	4	4	4	3	4	5	5	5	5	5				

 Represents Snow Cancellation

 Represents 40 B continuances, attendance not required

 Represents Yom Kippur



Town of Dartmouth

400 Slocum Road

Dartmouth, MA 02747

June 22, 2020

Select Board Members Present:

Stanley Mickelson - Chair

Frank Gracie- Vice Chair

Shawn McDonald

David Tatelbaum

John Haran

The Chair called the meeting to order at 6:30 p.m. on June 22, 2020.

5:45 p.m. Executive Session pursuant to M.G.L. Ch. 30A, Sec. 21.
(See attached agenda)

6:30 p.m. **Open Meeting via Remote Access**
YouTube link will be posted to Town Website the day of the meeting

6:30 p.m. Pledge of Allegiance to the Flag
Moment of Silence
Signing of the Warrant

After a motion was made by Selectman Shawn McDonald, and seconded by Vice- Chair Frank Gracie, it was voted unanimously to have the Town Administrator stamp the warrant.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

Date	Warrant #	Warrant Description	Amount
JUNE 13, 2020	PR50	PAYROLL EXPENSE	\$4,706,364.57
JUNE 19, 2020	PD2051	PAYROLL DEDUCTION	\$1,639,839.15
JUNE 22, 2020	D2052	DPW EXPENSE	\$ 118,488.16
JUNE 22, 2020	P2052	POLICE EXPENSE	\$ 58,875.37
JUNE 22, 2020	S2052	SCHOOL EXPENSE	\$301,018.42
JUNE 22, 2020	T2052	TOWN EXPENSE	\$ 143,235.59

I. Appointments:

6:30 p.m. Change of Manager- Allendale Country Club- Eric Farias

After a motion was made by Selectman Shawn McDonald, and seconded by Vice- Chair Frank Gracie, it was voted unanimously to approve.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

6:32 p.m. Change of Manager- Chumleys – Leanna Rousseau

After a motion was made by Selectman Shawn McDonald, and seconded by Vice- Chair Frank Gracie, it was voted unanimously to approve.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

6:34 p.m. Change of Manager- TGI Fridays- Stephen Davis

After a motion was made by Vice- Chair Frank Gracie, and seconded by Selectman Shawn McDonald, it was voted unanimously to approve.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

II. New Business:

A. Bj's Wholesale- Placement of Alcoholic Beverages

After a motion was made by Vice- Chair Frank Gracie, and seconded by Selectman Shawn McDonald, it was voted unanimously to approve.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

B. Recruit Graduation from the Police Academy

- Brandon Baptiste
- Bryce Boswell
- Christopher Saikali

Police Chief Brain Levesque stated that all three candidates have completed the hiring process and have met all requirements to become full time police officers for the Town of Dartmouth.

After a motion was made by Selectman Shawn McDonald, and seconded by Vice- Chair Frank Gracie, it was voted unanimously to appoint the three officers listed above as full time police officers for the Town of Dartmouth.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

C. David Hickox- Water & Sewer Rate Increase

The Board of Public works approved FY 21 Rates include a 3% increase for water and 3% increase for sewer. David Hickox, Director of Public works explained the Water and Sewer Rate increase. He started off by saying that revenue for operation must be adequate to cover all the cash needs including debt obligation. He said that what drives the increase is new obligations, and drops when debt is retired. There are minor annual increases one being the union reclassification costs this year, and considered a stable revenue requirement. He also said that the key is to balance debt service so that they are not faced with a substantial debt increase that would result in the need to "SPIKE" the rate. The Selectboard would like to be notified of any increases, and given an explanation of why beforehand so that they are able to explain to anyone that may have questions.

Current Debt Service Schedule:

FY 20 \$814,654	FY 21 \$615,483	FY 22 \$599,509	FY23 \$518,090
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D. Line Item Transfer- Veterans and Unemployment

Finance Director Gregory Barnes explained that unemployment bills are usually received monthly and the town hasn't received a bill since January. This is supposed to be paid with money from this year, but since the town hasn't received any bills it is hard to know the exact amount of the bills. A line item transfer of \$100,000.00 from the Debt Service account to the Unemployment Account is being requested.

After a motion was made by Selectman Shawn McDonald, and seconded by Vice- Chair Frank Gracie, it was voted unanimously to approve the line item transfer of \$100,000.00 from the Debt Service account to the Unemployment account.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

Under state law the town has to provide benefits to veterans and their spouses that qualify. The Veteran's Department sets the amount of certain benefits and every year they increase. 75% of the benefits are reimbursed by the state. A line item transfer of \$92,500.00 from the Debt Services account to the Veteran's account is being requested.

After a motion was made by Selectman Shawn McDonald, and seconded by Vice- Chair Frank Gracie, it was voted unanimously to approve the line item transfer of \$92,500.00 from the Debt Service account to the Veteran's account.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

E. FEMA Flood Map Rescinding

FEMA sent a letter to notify the town that they are rescinding the flood map.

F. Charter Review Committee Creation Discussion

Every 10 years, the Town of Dartmouth appoints members of the community to review the Town's Charter and make recommendations for amendments to Town Meeting for consideration. Any amendments approved by Town Meeting are then placed on the ballot for Dartmouth voters to consider

As per the charter a committee of nine members needs to be formed. The members of the committee shall be as follows:

- 1 Planning Board Appointment
- 2 Town Moderator Appointment
- 2 Select Board Appointment
- 2 Finance Committee Appointment
- 2 School Committee Appointment

The Charter of the Town of Dartmouth operates as the "constitution" for the Town. It sets out the limits of authority for all of the officers of the Town, including elected boards and committees, and establishes many of the Town's procedures of government.

It will be published that the Town is seeking applicants. Anyone interested in being on the Charter Review Committee should submit their letter of interest and qualifications to the Selectboard Office by July 31, 2020.

Please be aware that the Charter Review process is lengthy, taking up to 18 months to complete. Please consider this commitment when volunteering to participate. If you have any questions, please contact the Selectboard office at 508-910-1813.

After a motion was made by Vice- Chair Frank Gracie, and seconded by Selectman Shawn McDonald, it was voted unanimously to move forward with the Charter Review process.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

G. Outdoor Seating Fee Discussions

The Selectboard would like to give the Restaurant owners a break during this difficult time. They have agreed to decrease the prices of the outdoor licensing fees. The \$25.00 fee for any restaurant requesting outdoor seating without a liquor license will be waived and for those who have paid the \$25.00, they will be issued a credit towards next year's fees.

After a motion was made by Selectman Shawn McDonald, and seconded by Vice- Chair Frank Gracie, it was voted unanimously to approve waiving the \$25.00 fee for any restaurant requesting outdoor seating and issue a credit for \$25.00 towards next years fees.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

The Selectboard also decreased the fees for any restaurant with a liquor license requesting outdoor seating to \$50.00. Any establishment who has already paid the \$125.00 will be given a credit of \$75.00 towards next year's licensing fees.

After a motion was made by Selectman Shawn McDonald, and seconded by Vice- Chair Frank Gracie, it was voted unanimously to reduce the fee from \$125.00 to \$50.00 for any restaurant with a liquor license requesting outdoor seating, and issue a credit for \$75.00 towards next year's fees for anyone that has paid the \$125.00.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

H. Harbormaster Contract

This item has been continued.

I. Personnel Director Contract

After a motion was made by Selectman Shawn McDonald, and seconded by Selectman David Tatelbaum, it was voted unanimously to approve the Personnel Director's Contract.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- No, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- No.

J. SRPEDD Award for Commissioner of the Year and Distinguished Service Award- Deborah Melino-Wender

Deborah Melino-Wender said that she has been involved in SRPEDD since she started with the town 10 years ago. She said that she is humble and proud to be part of the organization and thanked the Selectboard for letter her be a part of it.

The Selectboard said that Deborah Melino- Wender does a great job with everything she has done and will be missed when she retires in July.

K. 1/12 Deficit Spend Approval (if no Town Meeting) Removed

L. COVID-19 Update

- Town Meeting was held virtually though zoom on June 20, 2020 and went very well.

- The governor has implemented phase 2B which is going to allow for indoor seating at restaurants.
- All employees have returned back to work at the Town Hall as of today.
- Offices are being setup to accommodate staff in a safe manner.
- Selectman Shawn McDonald thanked everyone in town for all of their efforts during Covid-19 to keep town operations running smoothly.
- Selectman David Tatelbaum thanked the Town Administrator, Shawn MacInnes for all of his hard work during the pandemic.

M. Annual Reappointments and Attendance

Assistant Harbormaster

Lori Russell- Pelsue

Pathways Committee

Lisa Koczera

Sister City Delegation Committee

Dyan Kielyka

After a motion was made by Vice- Chair Frank Gracie, and seconded by Selectman David Tatelbaum, it was voted unanimously to approve the re-appointments listed above.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

Agricultural Commission

Susan Murray

The Selectboard is waiting to receive the attendance from the Agricultural Commission before they re-appoint Susan Murray.

III. Old Business:

- Bliss Corner Update- No new updates.
- Cecil Smith/Mary Robinson Property- No new updates.
- Lake Noquochoke- No new updates.
- Fishing Pier- No new updates.

IV. Minutes:

June 2, 2020

June 8, 2020

After a motion was made by Vice- Chair Frank Gracie, and seconded by Selectman Shawn McDonald, it was voted unanimously to approve both sets of minutes.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

V. Information

Town Election is on June 23, 2020. Temporary polling locations will be listed on the Town's Website, DCTV's page and the Town Clerk's website.

After a motion was made by Vice- Chair Frank Gracie, and seconded by Selectman Shawn McDonald, it was voted unanimously to adjourn.

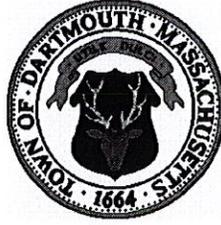
ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

Attest:

Shawn MacInnes, Town Administrator

Transcribed by: Melanie Perry



Town of Dartmouth
400 Slocum Road
Dartmouth, MA 02747
June 30, 2020

Select Board Members Present:

Stanley Mickelson - Chair
Frank Gracie- Vice Chair
Shawn McDonald
David Tatelbaum
John Haran

The Chair called the meeting to order at 2:00 p.m. on June **30, 2020**.

2:00 p.m. **Open Meeting via Remote Access**
 YouTube link will be posted to Town Website the day of the meeting

2:00 p.m. Pledge of Allegiance to the Flag
 Moment of Silence
 Signing of the Warrant

I. New Business:

A. Ratify Harbormaster Contract

After a motion was made by Selectman Shawn McDonald, and seconded by Vice- Chair Frank Gracie, it was voted 4-1 (John Haran against) to approve the Harbormaster's Contract as amended.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- No.

After a motion was made by Selectman Shawn McDonald, and seconded by Selectman John Haran, it was voted unanimously to adjourn.

ROLL CALL VOTE:

Chairman Stanley Mickelson- Yes, Vice Chair Frank Gracie- Yes, David Tatelbaum-Yes, Shawn McDonald- Yes, and John Haran- Yes.

Attest:

Shawn MacInnes, Town Administrator

Transcribed by: Melanie Perry

Office of
SELECTMEN
148 Peck Street
Rehoboth, MA 02769



Tel.: (508) 252-3758
Fax: (508) 252-5342

June 19, 2020

Town of Dartmouth
Shawn MacInnes
Town Administrator
400 Slocum Road
Dartmouth, MA 02747

Dear Shawn,

The Town of Rehoboth is requesting an extension to remove the Modular Units from your Police Station. The 60-day deadline is scheduled for July 13th however, our bid request for moving companies to respond is July 6th and I don't believe we will be able to meet the deadline of the 13th in that short turn around time. Once we award the bid to the moving company and work on a schedule to remove the units, I will contact you in writing with that date, of course giving you enough time, as well.

I appreciate your understanding in this situation and will be in touch soon. If you have any questions, please do not hesitate to contact me.

Sincerely,

Deborah Arruda
Interim Town Administrator

Cc: Board of Selectmen
Chief Trombetta

Christine Amaral

From: Shawn MacInnes <smacinn@town.dartmouth.ma.us>
Sent: Monday, June 29, 2020 10:03 AM
To: Christine Amaral; Melanie Perry
Subject: FW: SRPEDD - SMMPO representative

For July 13th meeting

Shawn MacInnes
Town Administrator
Town of Dartmouth
400 Slocum Road
Dartmouth, MA 02747
508-910-1813
<https://www.town.dartmouth.ma.us/>

From: Deborah Wender <dwender@town.dartmouth.ma.us>
Sent: Thursday, June 25, 2020 8:59 AM
To: Shawn McDonald <smcdonald@town.dartmouth.ma.us>
Cc: Shawn MacInnes <smacinn@town.dartmouth.ma.us>; Stanley Mickelson <smickelson@town.dartmouth.ma.us>
Subject: SRPEDD - SMMPO representative

You will probably get the news from SRPEDD soon, but I want to let you know that you have been appointed/elected as one of the two SRPEDD representatives to the SMMPO. The group usually meets once a month at about 1 PM. It's either a Tuesday or Wednesday – but they will send you the info. Congrats!!!!

Also, want to remind you that you will need a new Select Board rep to SRPEDD after July 31. There is no meeting in August – after the July meeting, the next SRPEDD Commission meeting will be in September. They typically meet on the fourth Wednesday of the month at 6:30PM. We have made good progress toward keeping the meetings direct and to the point, while trying to provide good information to all. So the meetings are typically no longer (frequently less) than 1.5 hours.

It's become a great organization and I thank you for the opportunity to serve on that group.

Deborah Melino-Wender
Director of Development
Town of Dartmouth
400 Slocum Road
Dartmouth, MA 02747
508-910-1883
dwender@town.dartmouth.ma.us