



FAIRHAVEN SELECT BOARD

Meeting Minutes December 18, 2023

FAIRHAVEN TOWN CLERK
RCUD 2024 JAN 10 PM 12:50

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

Mr. Correy opened the meeting at 6:33p.m.

A moment of silence was held for Charles "Chucky" Hurley

Motion: Mr. Murphy motioned to take Action Item C10 out of order. Mr. Silvia seconded. The motion passed unanimously (5-0-0).

RESOLUTION ON DIVERSITY, EQUITY AND INCLUSION

Ms. Powers read the resolution on diversity, equity and inclusion.

Motion: Mr. Espindola motioned to accept the Diversity, Equity and Inclusion resolution and to make a commitment that we will adopt and adhere to the action items. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to take Item B6 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

ROGERS SCHOOL MURAL: BRIAN TILLET

Ms. Ellison introduced Brian Tillett and acknowledged him for the initiative with the mural at Rogers School. Mr. Tillett said after noticing the graffiti he wanted to do something and also thanked his crew, Jeff St. Pierre and Kyle Furtado, for their help with the mural. Mr. Correy thanked them for taking an active effort in response.

Motion: Mr. Espindola motioned to take Action Item C1 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

PROCLAMATION: FAIRHAVEN HIGH SCHOOL FOOTBALL TEAM

Mr. Correy congratulated Coach Derek Almeida, Coach Dana Almeida, Captain Jayce Duarte, Captain Nate Pickup, Nikko Morris and Zach Isakson on their recent Super Bowl win and read the proclamation.

Coach Derek Almeida recognized the members of the team and expressed pride in the team and their embodiment of the spirit of the Town.

Motion: Mr. Espindola motioned to deem November 30, 2023 as Fairhaven High School MIAA Division Six State Championship Day. Ms. Powers seconded. The motion passed unanimously (5-0-0).

MINUTES

Motion: Mr. Espindola motioned to accept the Open Session minutes of November 20, 2023. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to accept the Open Session minutes of December 4, 2023 with the amendment of "draft" vs. "raft" on page 4. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to accept the Executive Session minutes of December 4, 2023. Ms. Powers seconded. The motion passed unanimously (5-0-0).

TOWN ADMINISTRATOR REPORT

Ms. Ellison reported on:

- Staff Updates: Ms. Ellison introduced Steve Rosa as the new IT Director. Mr. Rosa addressed the Board and thanked everyone for the opportunity to take on this new role. The Board thanked and congratulated Mr. Rosa.

Motion: Mr. Espindola motioned to approve the appointment of Steve Rosa as IT Director. Ms. Powers seconded. The motion passed unanimously (5-0-0).

- Town Counsel provided training to the Planning Board and Zoning Board of Appeals on November 21, 2023. A shift in how variances are handled will align to MGL and if there are suggestions for changes then they should submit a bylaw change article.
- Planning and Economic Development Director Paul DiGiuseppe provided an update on the department, 40R, initiatives currently being worked on like a review of the zoning bylaw in preparation for the next Annual Town Meeting, collaborating with New Bedford on the Harbormaster plan, Route Six swing bridge replacement and the recent business social event at Town Hall. Mr. DiGiuseppe answered clarifying questions from the Board. Mr. Espindola handed out a flyer on Community Development Block Grants (CDBG, *Attachment A*).
- Health Agent Dave Flaherty provided an update on the department, COVID statistics and test kits, medication disposal bags, blood pressure clinics at the Council on Aging, open resident follow-ups, flu shot clinic before the season ends and current work on permit renewals for 2024. Mr. Flaherty answered clarifying questions from the Board.
- ARPA update: Department Heads reported out on projects, Public Works completed water flushing and the Town Hall HVAC Phase 2 is complete. All other projects are in process. The Town is monitoring to ensure all County Funds are used or encumbered due to the requirements.
- The 2024 Tax Rate as submitted was accepted by the state.

Motion: Mr. Espindola motioned to take Action Item C5 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

DISCUSS WHITFIELD-MANJIRO FRIENDSHIP SOCIETY, INC. AGREEMENT

President and Chief Executive Officer of the Whitfield-Manjiro Friendship Society, Inc. (WMFS) Gerry Rooney addressed the Board about the WMFS and the agreement with the Town signed May 7, 2009. (*Attachment B*).

Mr. Rooney introduced members of the WMFS Board: Secretary Debra Almeida, Treasurer, Dr. Brian Bowcock, Cultural Advisor, Ayako Rooney and Select Board member Charlie Murphy. Mr. Rooney gave a brief overview of the WMFS and the house on Cherry Street.

Ms. Ellison advised the Board that there is an interpretational discrepancy with regards to the billing for the police detail from the Manjiro Festival in October, 2023. The agreement states under point number four "Costs of Operation" that states "WMFS shall pay the cost of any special security services for the house or scheduled events." Ms. Ellison continued that with the failed override the Town has been charging for police details where in the past the Town was able to absorb the cost. Mr. Rooney acknowledged the clause in point number four and said his interpretation is that it is in reference to running the museum and not for items like a police detail because WMFS covers most of the expenses for festivals and events.

Mr. Rooney said he is asking the Town to follow the document from 1987 and not be asked to pay the Town for support at the festivals. Mr. Espindola suggested Mr. Rooney present a draft of changes to the current agreement and the Board can review and vote on the proposal. Mr. Correy pointed out that the agreement should exist in a tangible format to aid future boards with interpretation of the terms.

Mr. Rooney thanked the Board and will prepare a draft to present at a future meeting.

2023 ANNUAL REPORT COVER PHOTO

Ms. Ellison advised the Board that Ms. Hart suggested featuring the Fairhaven High School (FHS) football team on the cover. Ms. Hart explained she had been in contact with photographer Samuel Simoes who gave permission to the Town to use any of the photos of the FHS football team from his website.

Discussion ensued regarding potential photos, the preferences of the Board and the process to have a draft cover for the next meeting.

Motion: Mr. Espindola motioned to approve the cover of the 2023 Annual Report to be representative of the Fairhaven Super Bowl Champions. Ms. Powers seconded. The motion passed unanimously (5-0-0).

EVERSOURCE: FIBER OPTIC LICENSE AGREEMENT, INSTALL AND SUPPORT FIBER CABLE ON EXISTING POLES

Bill Daniels from Eversource addressed the Board via zoom. He explained the request (*Attachment C*) and clarified that this is for formal rights to maintain the fiber optic line and used to query nearby equipment to check in on functionality and gather data from their network and will be used internally by Eversource and no other companies. The ownership of the poles remains with WJFD and Fairhaven Wind.

Motion: Mr. Espindola motioned to approve the Fiber Optic License Agreement as presented by Eversource. Ms. Powers seconded. The motion passed unanimously (5-0-0).

CONSERVATION RESTRICTION: HUTTLESTON AVE, REGISTRY OF DEEDS AT BOOK 1566, PAGE 905 AND BOOK 2127, PAGE 128

This item was passed over

ZONING BOARD OF APPEALS APPOINTMENT PROCESS

Mr. Correy asked if there were questions for the Board to address. No discussion on the item.

2024 LICENSE/PERMIT RENEWALS

The Board reviewed the businesses seeking to renew licenses and permits as outlines in *Attachment D*.

Motion: Mr. Espindola motioned to approve the Liquor Licenses and permit renewals contingent on inspections and taxes paid for the businesses listed as numbers 1-40 under Liquor Licenses (See Attachment D). Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to approve Pouring License and permit renewal contingent on inspections and taxes paid for Meadows LLC/Nasketucket Bay Vineyard, 237 New Boston Road, Fairhaven, MA with a fee schedule of five hundred and fifty dollars. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to approve the Car Dealer licenses and permit renewals contingent on inspections and taxes paid for the businesses listed as numbers 1-11 under Car Dealer Licenses (See Attachment D). Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to approve the Repair licenses and permit renewals contingent on inspections and taxes paid for the businesses listed as numbers 1-9 and 11-20 under Repair Licenses (See Attachment D). Ms. Powers seconded. The motion passed unanimously (5-0-0).

Discussion ensued regarding the Repair License listed for Automotive Diagnostic Service, 162 Sconticut Neck Road. Mr. Silvia asked if they had applied because they are no longer in business. The Licensing Clerk will review and verify the status of the application.

Motion: Mr. Espindola motioned to approve the Repair licenses and permit renewal for Automotive

Diagnostic Service, 162 Sconticut Neck Road, Fairhaven, MA pending verification of the business and contingent on inspections and taxes paid. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to approve the Common Victualer licenses and permit renewals contingent on inspections and taxes paid for the businesses listed as numbers 1-16 and 18-29 under Common Victualer Licenses (See Attachment D). Ms. Powers seconded. The motion passed unanimously (5-0-0).

Discussion ensued regarding the Common Victualer License listed for Mey Breakfast, the Licensing Clerk is in the process of working with the owner on completing the application. This item will be on a future agenda once the application is complete.

Motion: Mr. Espindola motioned to approve the Lodging House licenses and permit renewals contingent on inspections and taxes paid for Kopper Kettle Guest House, 41 Huttleston Avenue, Fairhaven, MA and Delano Homestead Bed & Breakfast, 39 Walnut Street, Fairhaven, MA (See Attachment D). Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to approve the Private Livery license for Elite Transportation, 1 Deerfield Lane, Fairhaven, MA (See Attachment D). Ms. Powers seconded. The motion passed unanimously (5-0-0).

RESCIND CHAPTER 220 SPECIAL MUNICIPAL EMPLOYEES

This item was passed over

MISSION STATEMENT: FINANCIAL POLICY REVIEW COMMITTEE (FPRC)

Mr. Espindola distributed a draft policy document (*Attachment E*).

Ms. Powers stated as a member of the FPRC, her preference is to review with the other members of the committee before voting on it as a Select Board member. She would like to take it back to the FPRC to review.

Discussion ensued amongst the Board as to what body creates the mission statement for a new committee, common and past practice with mission statements for new committees and the need to have the FPRC understand what the new committee is about.

Ms. Ellison added that budget season is starting and there will be joint meetings scheduled. A meeting is being coordinated in January for the FPRC. They will review and then Ms. Powers and Mr. Murphy can bring it back to a future meeting with the Select Board.

CORRESPONDENCE

- Public Employee Retirement Administration Commission (PERAC) Retirement Rate notice

COMMITTEE LIAISON REPORTS

Ms. Powers reported:

The Library Trustees meet on December 19, 2023. No other meetings to report on.

Mr. Murphy had no meetings to report on

Mr. Silvia reported:

The Historical Commission met and are working on a sign for Cooke Park. Research is being done on the title due to a question as to what the deed shows for the owner.

Mr. Espindola reported on:

The Broadband Study Committee, The Massachusetts Broadband Coalition, SRPEDD and The Livable Streets

Committee (*Attachment F*)

Mr. Correy had no meetings to report on

PUBLIC COMMENT

Diane Hahn, 86 Francis Street addressed the Board via zoom regarding recent racist concerns, she is not a racist and stated it is time for action and to be anti-racist. She said she took a stand outside Town Hall tonight against the vile actions of a vocal minority trying to drive out leaders.

BOARD MEMBER ITEMS

Mr. Espindola stated in regards to the proclamation earlier, the delay in response was not a lack of enthusiasm but confusion. He wants to learn more, he did read the book *White Fragility* and has passed it on and encourages everyone to read it. Mr. Espindola reminded everyone that there is a meeting on January 9, 2024 regarding the Fairhaven/New Bedford Bridge.

Mr. Murphy wanted to remind everyone about the leash law and that it is important especially regarding the bike path for safety including pet safety.

Mr. Correy reminded everyone to get involved. He thanked the Southcoast Welcome Corps for what they have done including a recent Christmas event for the families at the Seaport, the event was very impactful.

NEWS AND ANNOUNCEMENTS

The next regularly scheduled Select Board meeting is on Monday, January 8, 2024 at 6:30p.m.

Mr. Correy added that as 50 Cent sung: "Sunny days wouldn't be special if it wasn't for rain. Joy wouldn't feel so good if it wasn't for pain."

Motion: Mr. Espindola motioned to enter into Executive Session pursuant to G.L. c. 30A, s. 21(a)(7) To comply with, or act under the authority of, G.L. c. 30A, s. 22, to review the minutes of Executive Session (November 20, 2023) AND pursuant to G.L. c. 30A, § 21(a)(2) "[t]o conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel": (Angie Lopes Ellison) and not to return to Open Session. Ms. Powers seconded. Roll Call Vote. Mr. Espindola in favor, Ms. Powers in favor, Mr. Murphy in favor, Mr. Silvia in favor and Mr. Correy in favor. The motion passes unanimously (5-0-0).

Ms. Ellison wished everyone Happy Holidays. Mr. Correy added Merry Christmas, Happy Kwanza, Happy Hanukah.

Meeting adjourned to Executive Session at 9:11 p.m.

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

ATTACHMENTS:

- A. Community Development Block Grant (CDBG) flyer
- B. Whitfield-Manjiro Friendship Society agreement
- C. Eversource: Fiber Optic License Agreement, Install and Support Fiber Cable on Existing Poles.
- D. 2024 License/Permit Renewals
- E. Draft Mission Statement: Financial Policy Review Committee – Robert Espindola
- F. Committee Liaison Report – Robert Espindola

Approved on January 8, 2024

What is CDBG?

Community Development Block Grant

Think of your...
Housing needs,
Parks and Town Center,
Infrastructure and Social Services

It's sometimes hard to budget
for these forward-thinking goals,
especially when we're juggling day-to-
day expenses.

Towns also struggle to fund important
projects, especially when pitted
against operational costs.

What if your town could get some,
if not all of a project **PAID FOR** by a
grant?

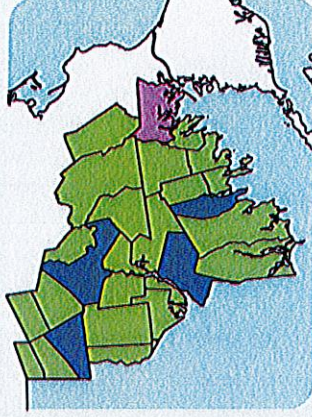
The Answer CDBG

The DHCD's Community
Development Block Grant is a
flexible grant program designed to
help communities pursue a diverse
range of goals, such as...

provision of housing;
the expansion of economic
opportunities for low- and
moderate-income persons,
and the development and
enhancement of community
facilities and spaces.

Who can access this funding?

While several of the
Commonwealth's communities,
known as entitlement
communities, receive an annual
allocation of CDBG, **ALL** the
Commonwealth's communities
are eligible to apply for CDBG
funds.



- Entitlement Community
- Non-Entitlement Community
- Mini-Entitlement Community

If you see your community highlighted in green, SRPEDD is here for you!

SRPEDD seeks to support local
non-entitlement communities
(who don't receive an annual
allocation) interested in the
Community Development Block
Grant program.

Application Process

Where do we start?
How do we improve our odds?

Prior to applying...

Think about if your project
meets at least one of the 3
required national objectives

Does it...

1. Benefit low and moderate income persons?
2. Prevent or eliminate blight?
3. Address an urgent need to improve existing conditions that pose a serious and immediate threat to the community, for which other funding is not available

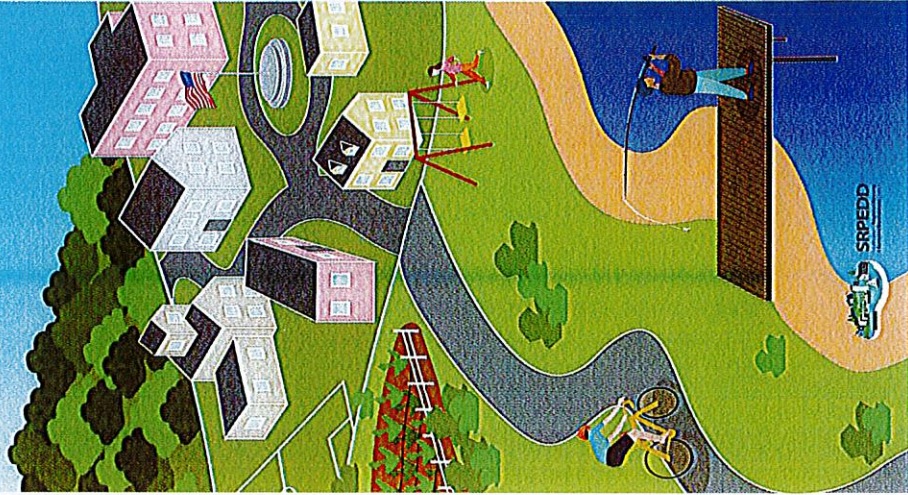


If so, then that's a great start!

If your construction project
requires architectural/engineering
work, cost estimates and design
drawings must usually be ready
before a bid can be entered,
though this can vary from project
to project.

CDBG

Community Development Block Grant



What can a town do with CDBG funding?

CDBG funds are versatile, but there are limits to what they can be used for.

Some, but not all, of the acceptable uses...

- Acquisition of real property
- Relocation and demolition
- Rehabilitation of structures
- Construction and improvement of public facilities such as water/sewer, streets, neighborhood centers, and some conversions of school buildings
- Public services, within certain limits
- Activities relating to energy conservation and renewable energy resources
- Provision of assistance to businesses to carry out economic development and job creation/retention activities



What CDBG fund CAN'T be used for...

- Public social services as a stand-alone element of a project
- Projects that do not meet 1 of the 3 required National Objectives
- Overhead costs or management salaries related to the operation of a downtown organization
- Any organizational development for a downtown organization or committee
- Acquisition, construction, or reconstruction of buildings for the general conduct of government
- Political activities
- Certain income payments
- Construction of new housing (with some exceptions)

Where does SRPEDD come in?



SRPEDD
Southern Regional Planning
& Economic Development District

SRPEDD's work program includes project development, grant writing and administration, as well as general planning work. This includes project quarterly financial reporting. SRPEDD can also connect you with other municipalities/organizations to strengthen your application!

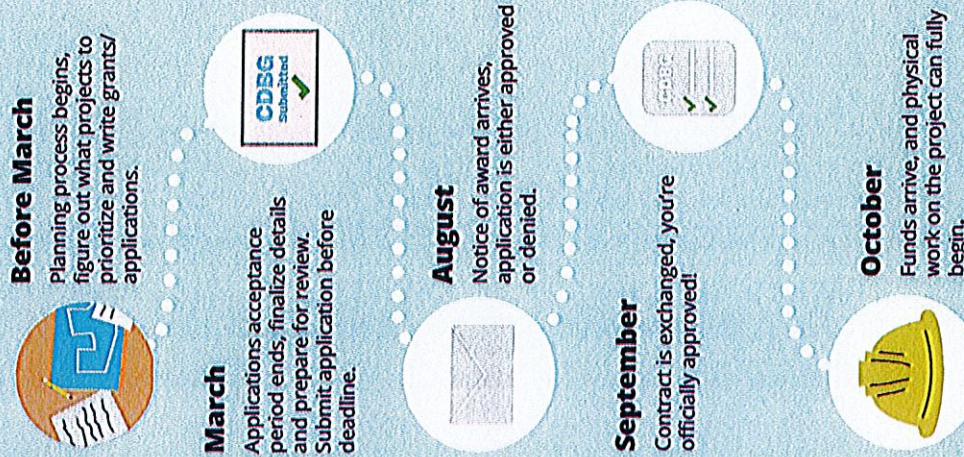
Does it help to have match funding?

Yes, it does!

ANY amount of match is helpful in demonstrating your community's commitment and making a positive impression in the reviewers' minds. Having non-CDBG funds to access can help the community to actually maximize, and spend out 100% of the grant funds, by having that few extra thousand dollars of municipal funding for contingency on a project that goes over near the end of the grant.

If the grant does not cover the full project, you must demonstrate that you have the potential to secure matching funds by identifying the source and then documenting the commitments. These funds could come from Town, State, or Federal sources.

CDBG Timeline



What now?

Look inwards!

Think of your community's needs and which of them can be tackled with CDBG funding!

Here's some additional resources!

State Website
<https://www.mass.gov/info-details/community-development-block-grant-cdbg>

SRPEDD Website
<https://www.srpedd.org>

Reach out to us with any questions you may have, we're happy to help!

Chris Welch

Senior Comprehensive Planner
cwelch@srpedd.org
508-824-1367, ext. 321

Robert Cabral

Director of Housing and Community Development
rcabral@srpedd.org
508-824-1367, ext. 318

F14

AGREEMENT

This Agreement, made and entered into the 7th day of May, 2009 by and between the Town of Fairhaven, a Massachusetts municipal corporation, 40 Centre Street, Fairhaven, Massachusetts, by and through its Board of Selectmen, hereinafter referred to as "Town" and the Whitfield-Manjiro Friendship Society, Inc., a Massachusetts Non-Profit Corporation, with a principal office at 45 Centre Street, Fairhaven, Massachusetts, hereinafter referred to as "WMFS".

WHEREAS, the undersigned, recognize the vital role that knowledge of history plays in the current and future success of our citizens; and

WHEREAS, since 1987, WMFS (formerly known as the Fairhaven/New Bedford--Tosashimizu Sister City Committee, Inc.) has promoted a sister-city relationship with the city of Tosashimizu, Kochi Prefecture, Japan, and has perpetuated the story of John Manjiro and Captain William Whitfield, whose historical friendship serves an invaluable role in fostering good relations between the peoples of Japan and of the United States; and

WHEREAS, the Town anticipates receiving a gift of the title to Captain Whitfield's house as a token of friendship and gratitude from the Japanese people; and

WHEREAS, the Town of Fairhaven wishes to designate WMFS (and WMFS accepts the opportunity) to operate and maintain Captain Whitfield's house as a museum and educational center in honor of the historical friendship between John Manjiro and Captain Whitfield, and to help foster the continuing good relations between the peoples of Japan and of the United States;

WHEREAS, this Agreement is exempt from the provisions of G.L. c. 30B as a contract, which is funded by proceeds derived from a gift to a Town.

NOW, THEREFOR, in consideration of the mutual covenants and conditions set forth below, the Town and WMFS agree as follows:

1. **General:**

WMFS shall operate and maintain Captain Whitfield's house (which consists of the land and buildings thereon located at 11 Cherry Street, Fairhaven, Massachusetts and shown as Lot 37 of Fairhaven Assessors Map 13) as a museum and educational center in honor of the historical friendship between John Manjiro and Captain Whitfield, in a manner that complies with all applicable State laws, and provisions of the Town Code, now in force, or which may hereinafter be in force.

2. **Maintenance; Alteration:**

WMFS shall at all times, and at its own expense, keep the Captain Whitfield house in such good order, condition, and repair as it was at the time of the commencement of this Agreement. WMFS may make material alterations, additions, or improvements to the Captain Whitfield house to preserve and maintain the house in furtherance of its use as an historic house, with the prior written consent of the Board of Selectmen.

3. **Structural Maintenance:**

The Town is responsible for the upkeep and repair or replacement of the major structural elements of the house such as the roof, siding, exterior paint, gutters, sidewalks and paths, electrical, plumbing and mechanical systems, and , fire suppression systems, if any. The Town is not obligated and does not intend to provide any other support, either financial or operational, to WMFS at any time.

In the event of the failure, or major disrepair, of any structural element of the house, the Board of Selectmen, in its sole discretion, may determine to discontinue the use of the Captain Whitfield house, and may suspend or terminate this Agreement, including the obligations of the Town under this paragraph 3, for such period of time as the Board determines.

4. **Costs of Operation:**

WMFS is responsible for all costs associated with the operation of the museum and activity center, including but not limited to, all wages and taxes and other benefits as necessary for hired staff or volunteers, minor maintenance work or damage repairs,

installation and reoccurring costs of phone, internet, and other office equipment. WMFS shall furnish general maintenance and trash removal from the Captain Whitfield house and grounds. WMFS shall pay the cost of any special security services for the house or scheduled events.

5. **Insurance:**

WMFS shall, during the term of this Agreement, keep in full force and effect a policy of liability and property damage insurance with respect to the Captain Whitfield house and grounds. The limits of liability shall not be less than \$500,000 per person and \$2,000,000 per accident. The property damage limit shall not be less than \$2,000,000. The policy shall name WMFS as insured and the Town as additional insured, and shall contain a clause to the effect that the insured will not cancel or change the insurance without first giving the Town sixty (60) days prior written notice. A copy of the policy or certificate of insurance shall be delivered to the Town annually, and in the case of renewal, shall be delivered prior to the end of the term of the current policy.

6. **Indemnify:**

WMFS shall indemnify and at all times save and hold harmless the Town and its officers, attorneys, employees, and agents from and against any and all claims, demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation, of or by anyone that in any way is caused by, arises out of, or is occasioned by the performance, operations, conduct, negligence, acts, or omissions of WMFS, or any of its agents or employees, or that occurs in, on, or about the Captain Whitfield house and grounds during the term of this Agreement

7. **Surrender:**

At the expiration of the term of this Agreement, WMFS shall surrender the Captain Whitfield house and grounds in good condition, reasonable wear and tear excepted. WMFS shall surrender all keys for the Captain Whitfield house to the Town.

8. **Term, Renewal:**

The term of this Agreement shall begin on May 7, and continue for one (1) year, and shall thereafter renew automatically for successive one (1) year terms, unless either party, acting in its sole and absolute discretion, notifies the other in writing no less than ninety (90) days prior to the end of the then current term of its intention to terminate the agreement, in which case the agreement shall not renew at the end of that term.

9. **Termination:**

In the event that WMFS shall cease to exist as an organization, or shall enter bankruptcy, or be declared insolvent, or liquidate all or substantially all of its assets, or shall significantly reduce its services or accessibility to Town residents during the term of this Agreement, or in the event WMFS shall fail to comply with the provisions herein, then and in that event the Town may terminate this Agreement upon ten (10) days written notice.

10. **Governing Law**

The laws of the Commonwealth of Massachusetts shall govern this Agreement in all aspects, including execution, interpretation, performance, and enforcement.

11. **Venue:**

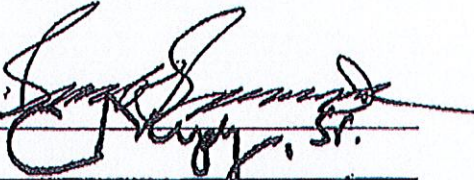
All disputes under this Agreement shall be brought in the trial court for Bristol County.

12. **Third Party Enforcement**

This Agreement is not intended to be a third party beneficiary contract, and none of the obligations set forth herein are enforceable by any person other than the parties hereto.

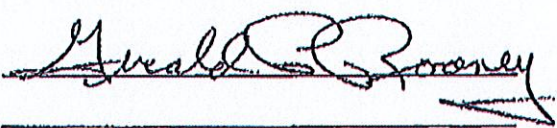
IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed in their respective names, this 7th day of May, 2009.

Town of Fairhaven,
by its Board of Selectmen,



Michael J. Selim

The Whitfield-Manjiro Friendship Society, Inc.
by its Chairman _____



CONVENTION OF ALLIANCE

In view of the fact that ~~both~~ of our cities share strong ties with Manjiro Nakahama, we, FairHaven/New Bedford City in the State of Massachusetts, the United States of America, and TosaShimizu City in Kochi Prefecture, Japan, have decided in our respective legislative assemblies that both of our cities will become ^{SISTER} twin cities, in the hope of furthering our international fraternity and understanding through mutual exchange in education, culture and the economy long into the future so as to contribute to friendship between Japan and the United States and to world peace.

Now based on the above decisions, the undersigned representatives of both parties have affixed their hands to this document in witness of the fact that both parties have become ^{SISTER} twin cities.

December 2, 1987

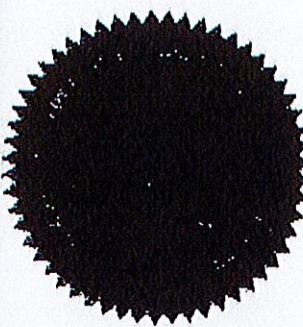
FairHaven

FairHaven

New Bedford

TosaShimizu

Tracy Silveira
Joseph C. ...
James H. ...
...
...



TWIN CITY
AGREEMENT AND MEMORANDUM
BETWEEN FAIRHAVEN NEW BEDFORD AND TOSASHIMIZU

I. TWIN CITY Agreement

One hundred Forty-six years ago, Tosashimizu City in Kochi prefecture, Japan, and FairHaven, New Bedford City in the State of Massachusetts, the United States of America, greatly contributed to the promotion of interchange between Japan and the U.S. through the medium of John Manjiro Nakahama, a citizen of TosaShimizu, Who was washed up on an uninhabited island when he was 14 years old, and was rescued by an American whale boat. After landing on FairHaven New Bedford, he learned the English language, mathematics, navigation and surveying in the U.S.A., and when he returned to Japan he played an important role in introducing Western civilization to Japan and supporting Japanese diplomatic activities during the historic turn from feudal to modern Japan. In memory of this man, both cities and their people who hope to promote mutual understanding, respect and friendship through a broad range of interchanges, as a contribution to world peace, now solemnly declare that both cities have hereby been twinned.

This Agreement has been executed in duplicate in both Japanese and English, by signature of the undersigned, subject to ratification by the legislature of each city. This Agreement shall be effective from the day when both city legislatures have completed their ratification.

2. Memorandum on Interchange Activities between the Twin Cities

Upon execution of the Twin City Agreement between TosaShimizu City and Fairhaven, New Bedford City, both cities discussed plans for interchange activities between them. Based on the firm belief that mutual exchange between both cities and their communities will be substantially furthered by their twinning, both parties have agreed that they will push forward their mutual interchange in several aspects.

It was agreed that interchange activities in the following specific fields are to be arranged from time to time through mutual consultations.

- Interchange between youths and ordinary citizens
- Interchange in relation to the arts, culture and sport
- Interchange in relation to urban administration
- Interchange in relation to the economy and industry

IN WITNESS WHEREOF, both cities have executed these documents, the undersigned representatives of both cities affixing their signature hereto, the day of

December 2, 1987.

Walter S. ...

FairHaven

FairHaven

New Bedford

TosaShimizu

Joseph ...
...
...
和泉清





CONSTRUCTION STANDARD
ELECTRIC OPERATIONS ORGANIZATION

Installation of ADSS Fiber-optic Communication Cable

Document Number:

C3502

Issued Date:

5-JUN-18

Revised Date:

08-NOV-18

Revision:

2

Applicability:

EMA

Scope:

This standard covers the installation of all-dielectric self-supporting (ADSS) fiber-optic communication cables in the distribution supply space with supply line voltages A cable assembly that contains any metallic component is not considered all-dielectric.

The purpose of this standard is to provide detail about the location and method to install ADSS cable on distribution pole lines.

Safety:

Providing a work environment, free of recognized hazards is a value at Eversource. Therefore, prior to the start of any work, ensure that you are familiar and knowledgeable with all Eversource Safety Rules, Policies and Procedures that are applicable to the work and tasks at hand and perform a job brief at the job site, prior to commencing work. PPE requirements to protect the worker shall be followed as required in the Eversource Employee Safety Manual.

Approved by: _____ Signature on File
Jennifer J. Hebsch
Manager, T&D Standards Engineering

Date: 11/8/2018

Rev No.	Description	Date
2	Document reformat and NESC content updated. Updated Figure 3 to not include all other ADSS.	November 8, 2018
1	This standard supersedes C3501. Eversource formatted and written to accommodate all Eversource territories. Clearance updated.	January 25, 2017
0	Original. New equipment / technology.	March 2, 2012

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1.0 Introduction

- 1.1 Eversource requires ADSS cable to be installed in the Company's supply space below the secondary cable/system neutral.
- 1.2 ADSS cables installed on distribution poles must comply with the requirements detailed in this standard and other related Eversource standards, the NESC, and with any applicable federal, state, or local regulations.
- 1.3 It is the responsibility of all facilities to ensure that the clearance, sag/tension and attachment height requirements defined in the NESC are met with each conductor.
- 1.4 This standard is supplemental to an approved pole attachment agreement between the company and the pole attachment licensee.
- 1.5 Upon the request for an ADSS Cable Installation, contact T&D Standards Engineering for the applicable requirements.
- 1.6 Worker Qualification:
 - 1.6.1 The installation, maintenance, modification and removal of cables or equipment above the Communication Worker Safety Zone (CWSZ) must be done by workers qualified to work in the supply space.
 - 1.6.2 Workers shall be equipped with properly rated equipment and personal protective equipment (PPE).
 - 1.6.3 The owner of the communication cable shall ensure that the parties working in the supply space on their ADSS cable:
 - .3.1. Understand and meet the requirements of the NESC (Part 4) and OSHA (Parts 1910 and 1926).
 - .3.2. Understand and meet the various state and local requirements imposed on the employers for the training, qualification, equipment, and practices of workers in the supply space.

2.0 Reference Documents

C3500	Clearances for Overhead Lines 35kV Maximum Distribution General Practice
C4403	Proper Guying and Anchoring of Distribution Poles
C4406	Jointly Owned Poles, Pole Space Allocation and Intercompany Grounding/Bonding Requirements
C5000	Grounding and Bonding Pole-mounted Equipment
NESC	National Electric Safety Code C2-2017
OSHA	Part 1910: Occupational Safety and Health Standards
OSHA	Part 1926: Safety and Health Regulations for Construction

3.0 General

- 3.1 On joint ownership poles, communication facilities are separated from the supply space by the CWSZ, as illustrated in Figure 1.

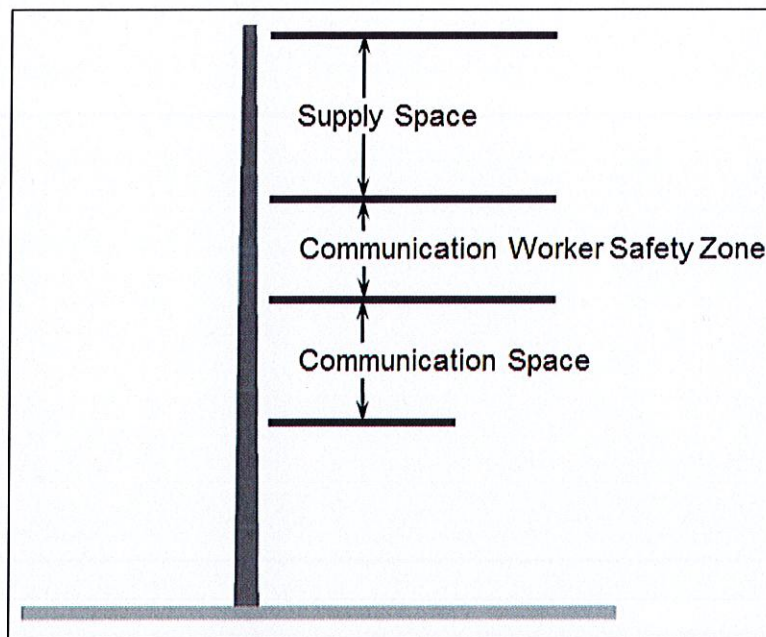


Figure 1 - Space on Joint Pole

- 3.2 The communication cable owner shall ensure compliance with applicable NESC (Part 4), OSHA (Parts 1910 and 1926), and with any applicable federal, state, or local regulations.

4.0 Approved Installation

- 4.1 Throughout this standard, the term “secondary” refers to the secondary or system neutral and may also apply to an aerial cable supported by an effectively grounded messenger.
- 4.2 ADSS cable, and its associated clamping hardware, are not required to be effectively grounded; or bonded to a grounding system (pole ground).
- 4.3 All poles with ADSS cable installed at the bottom of the supply space require that all communication space cables and messengers with any metallic components (i.e. CATV and Comm.), be bonded to the system secondary neutral and, if applicable, the pole ground.
- 4.3.1 This bonding in the communication space, if necessary, shall be accomplished prior to the ADSS cable installation at the bottom of the supply space.
- 4.4 Any new installation of ADSS cable must be attached below the secondary, even if there is an existing ADSS cable already on the same pole above the secondary.

5.0 Location on Pole

- 5.1 Eversource shall designate the location on each pole for ADSS cable installations in the supply space. Typically, this cable will be the next cable below the existing secondary.
- 5.2 ADSS cable shall be attached to the pole on the same side as other supply space cables.

5.3 It is Eversource's objective to install the secondary and ADSS cable at the lowest point allowed for supply space cables, as provided in the pole attachment agreement between Eversource and the pole attachment licensee.

5.3.1 Supply space secondary and ADSS cable and/or communications cables may be adjusted by mutual agreement between the joint owners to avoid a pole change-out if field and code conditions permit.

5.4 A single ADSS cable installation along one pole line shall not alternate or transfer positions. For example, it is prohibited to be above the CWSZ at one pole and then below the CWSZ at the next pole.

6.0 Clearances

6.1 Clearances defined in this standard shall be the shortest distance measured off the edges from surface to surface. It is not to be confused with mounting hole spacing from center to center, as depicted in Figure 2.

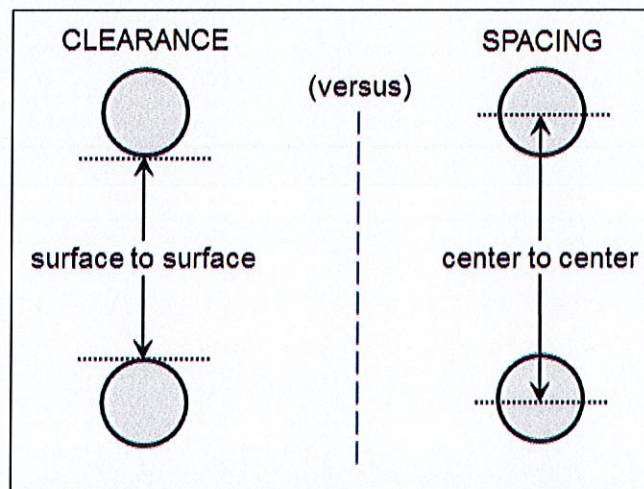


Figure 2 - Clearance and Spacing Difference

6.2 Where the NESC does not specify clearances, maintaining the ability of all parties to safely work on their cables is a primary concern. Therefore, ADSS cables, loops, and risers shall be installed so they do not impede Eversource access to its facilities.

6.3 To prevent abrasion damage, an ADSS cable shall not be in contact with equipment, guy wires, or any other supply cable at any point within a span.

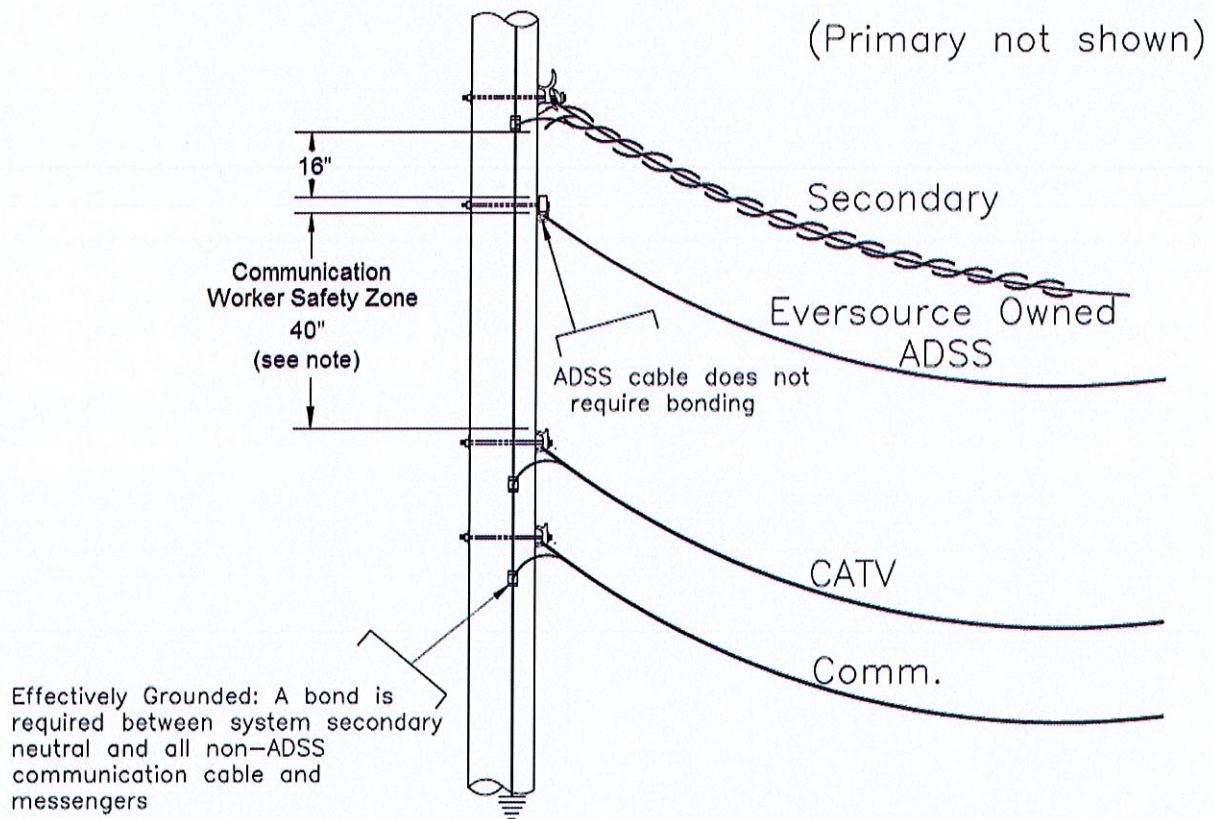
6.4 Measuring vertical clearances for pole attachment shall include the metal supports/brackets for cables or conductors.

6.5 Vertical clearances applicable to ADSS cable installations are per NESC Rules 230F1b and 235C. Minimum clearances between cables in the span shall not be less than 75% of the minimum clearance required at the pole. See Section 7.0 for Sag and Tension.

6.6 Minimum clearances in the span for all conductors and cables must be determined based on the conditions that result in the closest approach which may dictate additional clearance at the pole is required. Longer spans typically require additional height for the secondary and ADSS cable to provide adequate clearance over roadways and from other utilities.

6.7 Eversource owns the space below the secondary. This space is for Eversource owned ADSS cable installations. Reference Figure 3.

- 6.8 Vertical separation between ADSS cable and the secondary shall be 16 inches minimum clearance at the pole, unless sag calculations require more clearance at the pole to meet minimum clearance of 12 inches in the span. This includes ADSS cable clamps, through bolts or other equipment, and drip loops.
- 6.8.1 Where this is not possible with a standard clamp, the ADSS cable may be installed on an offset bracket to provide a horizontal 12 inches minimum clearance from the secondary.
- 6.9 When installing ADSS cable in the supply space below the secondary, CWSZ requirements include the following, see Figure 3:
- 6.9.1 CWSZ 40 inches minimum clearance at the pole shall be maintained, unless span related clearances require more space. If pole space is available, existing facilities may be relocated up or down to allow this clearance.



Note: Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is for Eversource installations. Reference Section 6.8.

Figure 3 – Vertical Clearance on Joint Poles

6.10 Clearance and vertical spacing requirements for new bolt holes:

- 6.10.1 New holes shall be drilled in the same direction as existing holes and spaced no less than six (6) inches apart.
- 6.10.2 Holes drilled offset 90 degrees shall be spaced no less than three (3) inches apart from existing holes.

6.11 The figures in Section 8.0 provide details about clearance requirements, including clearances from luminaire brackets and drip loops.

7.0 Sag and Tension

- 7.1 Per NESC Rule 235C, if the worst sag condition of the secondary is 32°F with 1/2 inch ice, the sag of a communication cable below it can be considered loaded also with 1/2 inch ice. If the worst sag condition of the secondary is 120°F, then the sag of a communication cable below it shall be considered at an ambient temperature of 90°F.
- 7.2 An ADSS cable installed in the supply space must be sagged to approximately match the sag of the existing secondary, but also consider the closest approach clearance discussed in Section 6.6.
- 7.3 An ADSS cable shall be no less than 12 inches below the secondary at its lowest point in the span based on the closest approach conditions. This shall include a secondary with uneven sag caused by midspan service taps.
- 7.4 Owner of any communication cable shall provide the Company with appropriate sag and tension data for the cable being installed.
- 7.4.1 A Sag and Tension calculation can be done using Southwire SAG10 or similar software. The following parameters would be required to perform the test: Thermal coefficient of linear expansion (1/deg. F), Diameter (in.), Weight (lb./ft.), Rated breaking strength (lbs.), Maximum rated cable load (MRCL) (lbs.) and Cable modulus (kpsi): initial, final and 10 year.
- 7.5 Owner of any communication cable is responsible for costs associated with the additional space required to accommodate cables that do not follow this standard.
- 7.6 Angle or dead-end poles that require additional guying to support new ADSS cable attachments shall be updated.
- 7.6.1 To comply with NESC heavy ice and wind loading conditions, new hardware for guying and anchoring shall be installed.

8.0 Figures

- 8.1 Navigate to each figure by clicking the appropriate link in the “#” column.

#	Title
Figure 4	Single Phase Pole Top
Figure 5	Three Phase Pole with Crossarms and Jumpers
Figure 6	Three Phase Pole with Single Transformer
Figure 7	Three Phase Pole with Banked Transformers
Figure 8	Three Phase Spacer Pole Top
Figure 9	Three Phase Spacer Angle Construction
Figure 10	ADSS and Street Light Bracket

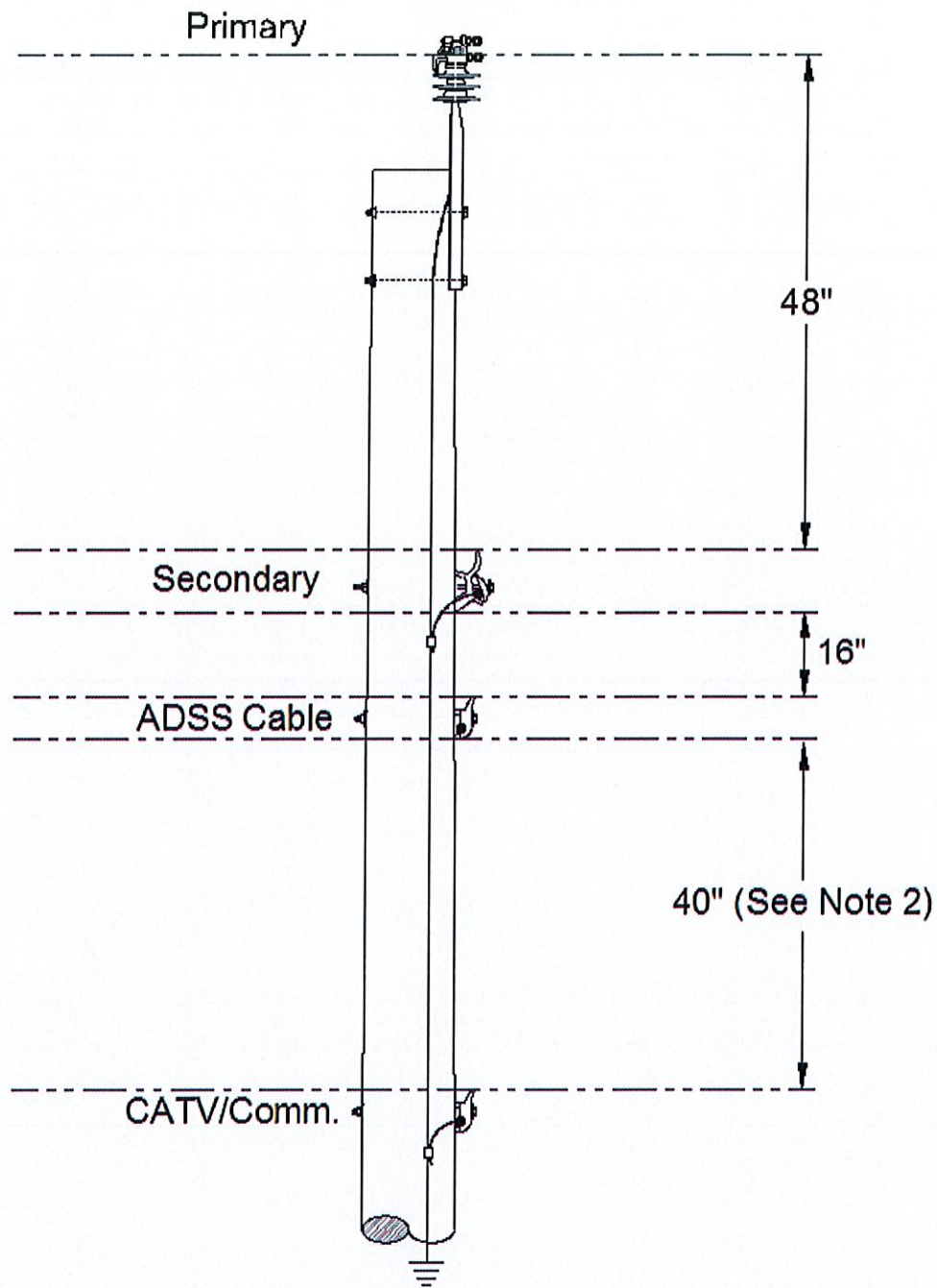


Figure 4 - Single Phase Pole Top

Notes:

- (1) A 48-inch minimum clearance must be maintained between any point energized at primary voltage and the grounded neutral on the pole, unless equipment and/or minimum clearance in the span dictates otherwise.
- (2) Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is reserved for Eversource installations. Reference Section 6.8.

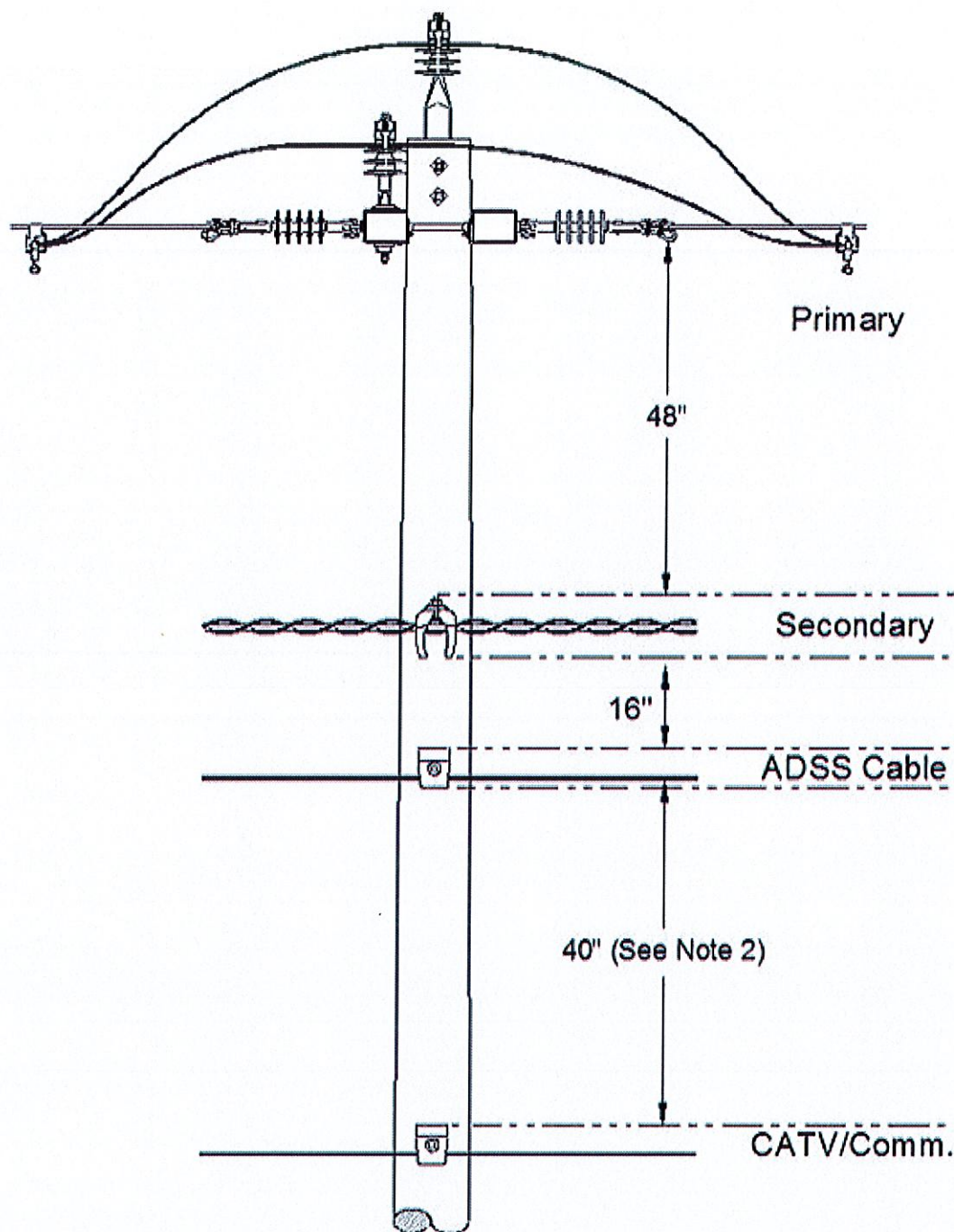


Figure 5 - Three Phase Pole with Crossarms and Jumpers

Notes:

- (1) A 48-inch minimum clearance must be maintained between any point energized at primary voltage and the grounded neutral on the pole, unless equipment and/or minimum clearance in the span dictates otherwise.
- (2) Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is reserved for Eversource installations. Reference Section 6.8.

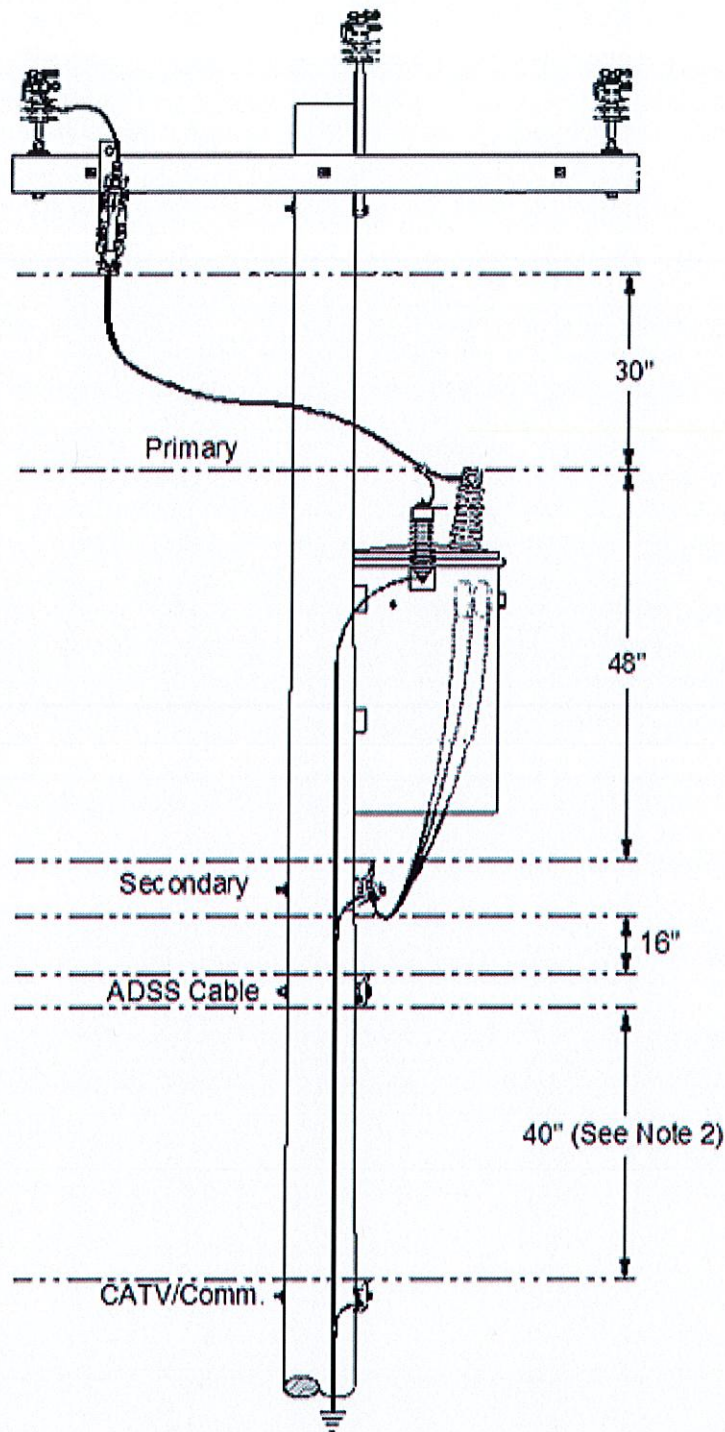


Figure 6 - Three Phase Pole with Single Transformer

Notes:

- (1) A 48-inch minimum clearance must be maintained between any point energized at primary voltage and the grounded neutral on the pole, unless equipment and/or minimum clearance in the span dictates otherwise.
- (2) Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is reserved for Eversource installations. Reference Section 6.8.

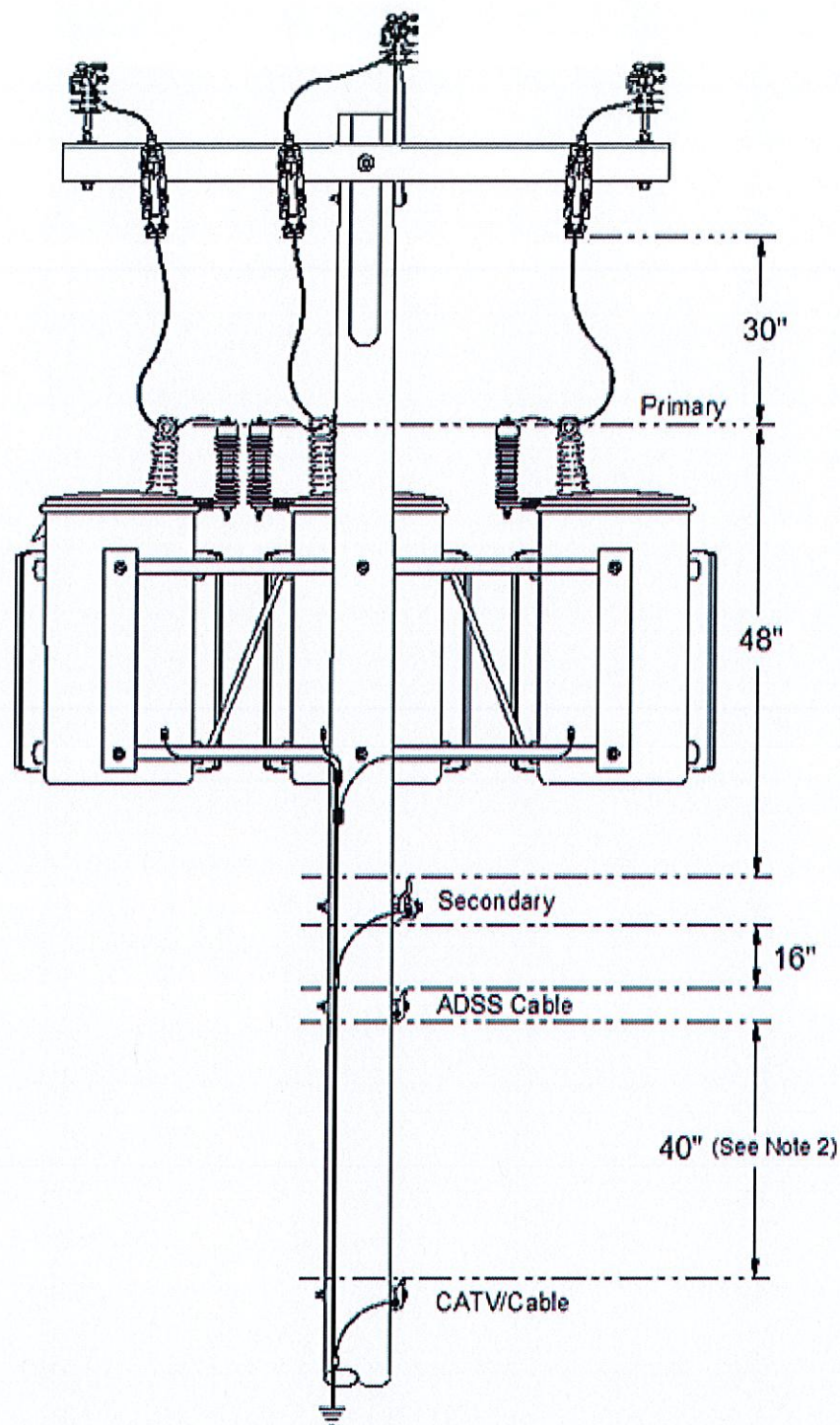


Figure 7 - Three Phase Pole with Banked Transformers

Notes:

- (1) A 48-inch minimum clearance must be maintained between any point energized at primary voltage and the grounded neutral on the pole, unless equipment and/or minimum clearance in the span dictates otherwise.
- (2) Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is reserved for Eversource installations. Reference Section 6.8.

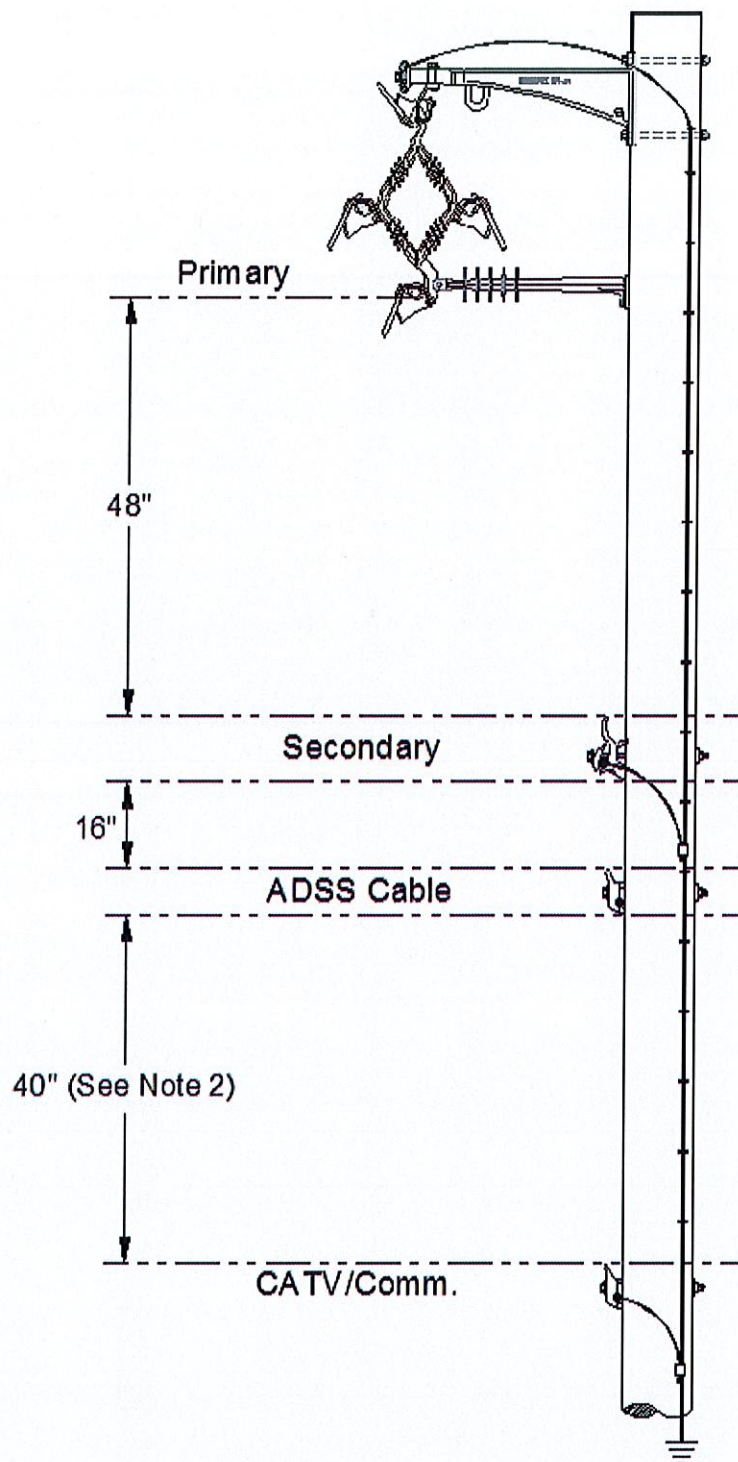


Figure 8 - Three Phase Spacer Pole Top

Notes:

- (1) A 48-inch minimum clearance must be maintained between any point energized at primary voltage and the grounded neutral on the pole, unless equipment and/or minimum clearance in the span dictates otherwise.
- (2) Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is reserved for Eversource installations. Reference Section 6.8.

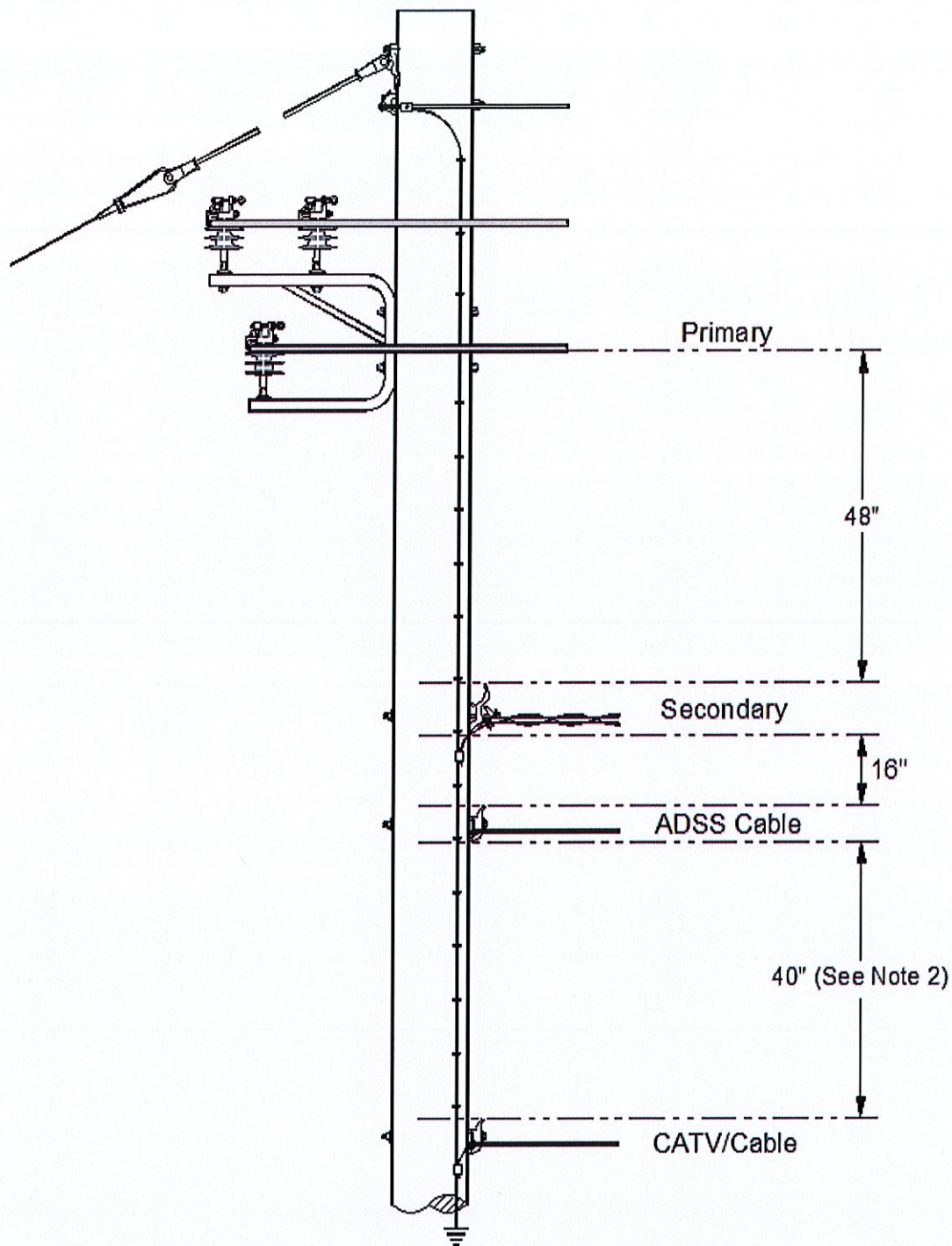


Figure 9 - Three Phase Spacer Angle Construction

Notes:

- (1) A 48-inch minimum clearance must be maintained between any point energized at primary voltage and the grounded neutral on the pole, unless equipment and/or minimum clearance in the span dictates otherwise.
- (2) Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is reserved for Eversource installations. Reference Section 6.8.

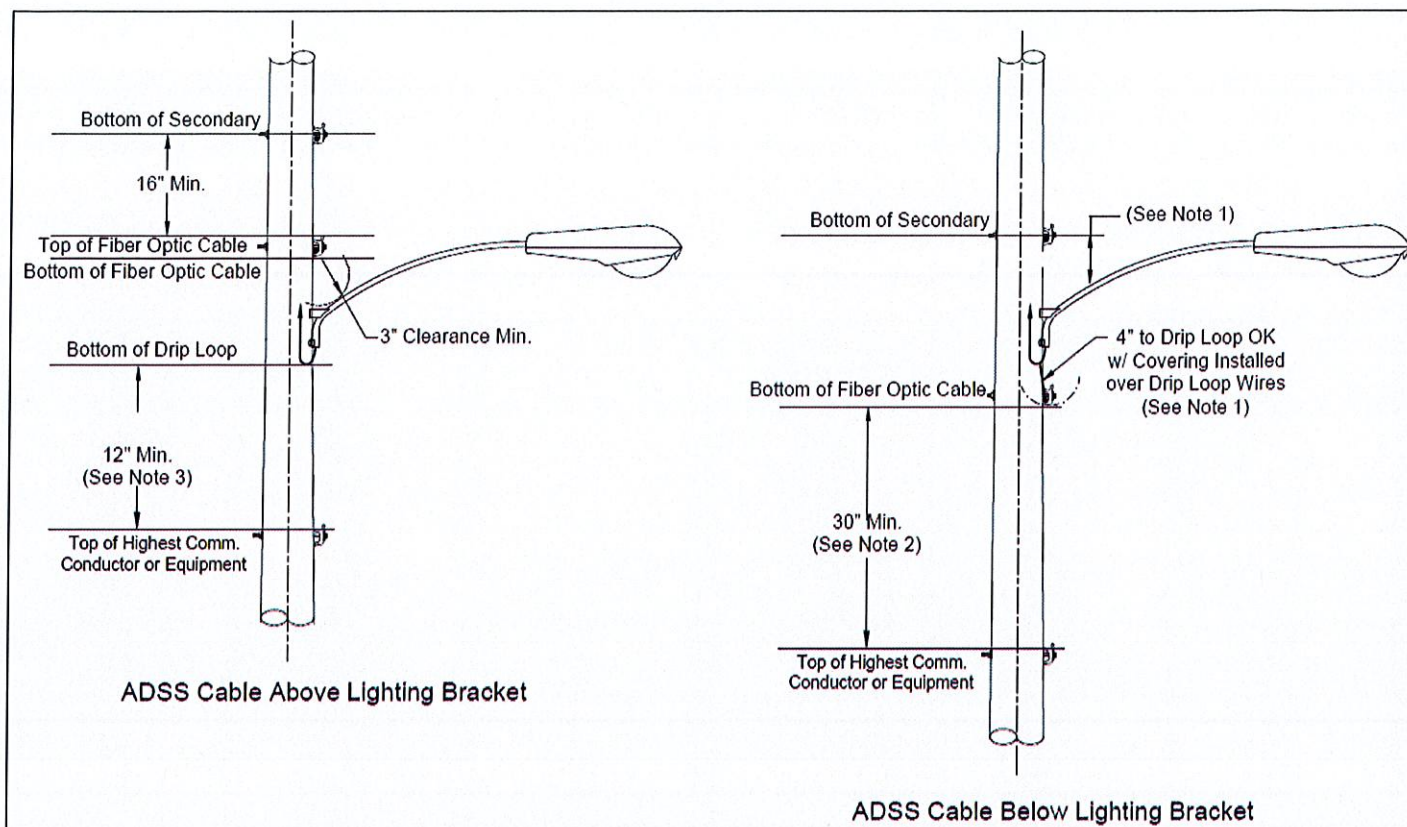


Figure 10 - ADSS Cable and Street Light Bracket

Notes:

- (1) Maintain minimum four (4) inches minimum from secondary wires or cables to nearest point of lighting bracket of luminaire.
- (2) When non-current carrying portions of equipment are grounded consistently throughout clearly defined areas, the minimum clearance is 30 inches minimum.
- (3) NESC Rule 238.D: 12 inches minimum clearance may be reduced to three (3) inches if the drip loop is covered by a nonmetallic flexible covering. This covering must extend at least two (2) inches into the luminaire bracket and two (2) beyond the portion of the loop that is within 12 inches of the communication bolt. The covering shall be made of a UV rated durable material designed for guarding electrical wires; taping alone is not acceptable.
- (4) Street light brackets shall be bonded to the pole ground with #4 AWG copper wire. If no pole ground exists, then bond the bracket to the system neutral.

2024 RENEWALS
FOR APPROVAL BY THE SELECT BOARD
DECEMBER 18, 2023

LIQUOR LICENSES, FAIRHAVEN, MA 02719

***Contingent on Building/Fire Inspections & Taxes Updated**

****Fee Schedule**

1. Gene's Famous Seafood, 146 Huttleston Avenue, Fairhaven, MA
2. The Bitter End Lounge, 407-409 Huttleston Avenue, Fairhaven, MA
3. Frontera Grill, 214 Huttleston Avenue, Fairhaven, MA
4. Sweet Ginger Asian Cuisine & Bar, 179-181 Huttleston Ave., Fairhaven, MA
5. Mike's Restaurant, 390 Huttleston Ave., Fairhaven, MA
6. Dorothy Cox's Candies, 21 Berdon Way, Fairhaven, MA
7. Wah May Restaurant, 51 Main Street, Fairhaven, MA
8. Elisabeth's Restaurant, 1 Middle Street, Fairhaven, MA
9. 99 Restaurant & Pub, 32 Sconticut Neck Road, Fairhaven, MA
10. Southcoast Wine & Spirits, 355 Huttleston Ave., Fairhaven, MA
11. Brick Pizzeria Napoletana, 213 Huttleston Ave., Fairhaven, MA
12. Minerva Pizza House, 75 Main Street, Fairhaven, MA
13. Paul's Sports Corner, 19 Howland Road, Fairhaven, MA
14. Connolly's Liquor Mart, 36 Howland Road, Fairhaven, MA
15. Old Oxford Pub, 346 Main Street, Fairhaven, MA
16. Fairhaven Wine & Spirits, 105 Sconticut Neck Rd., Fairhaven, MA
17. Sivalai Thai Cuisine, 130 Sconticut Neck Rd., Fairhaven, MA
18. M & J Fairhaven Inc., Ricardi's Restaurant, 1 David Drown Blvd. Fairhaven
19. Bayside Lounge, 125 Sconticut Neck Rd., Fairhaven, MA
20. Friendly Farm Convenience, 121 Sconticut Neck Road, Fairhaven, MA
21. Cardoza's Wine & Spirits, 6 Sconticut Neck Road, Fairhaven, MA
22. Douglas Wine & Spirits, 1 Peoples Way, Fairhaven, MA
23. The Pasta House Restaurant, Bocca, 100 Alden Road, Fairhaven, MA
24. Fort Phoenix Post 2892, Veterans of Foreign Wars of USA, 109 Middle Street, Fairhaven, MA

- 25.Acushnet River Safe Boating Club, 801 Middle Street, Fairhaven, MA
- 26.Off The Hook, 56 Goulart Memorial Drive, Fairhaven, MA
- 27.Ice House, LLC, 136 Huttleston Ave., Fairhaven, MA
- 28.Fairhaven Seaport Hospitality Inc., Seaport Inn and Marina, 110 Middle Street, Fairhaven, MA
- 29.Vila Verde Restaurant, 362-364 Main Street, Fairhaven, MA
- 30.Rasputin's Tavern, 122 Main Street, Fairhaven, MA
- 31.Ocean State Job Lot, 11 Berdon Way, Fairhaven, MA
- 32.Moriarty Liquors, 101 Middle Street, Fairhaven, MA
- 33.Town Crier, 5 Maitland Street, Fairhaven, MA
- 34.Courtyard Restaurant, 270 Huttleston Avenue, Fairhaven, MA
- 35.The Bar on Middle, 47 Middle Street, Fairhaven, MA
- 36.Scuttlebutts Liquors, 407-409 Main Street, Fairhaven, MA
- 37.Huttleston License, LLC Stevie's A Package Store, 115 Huttleston Ave., Fairhaven, MA
- 38.Traveler's Ale House, 111 Huttleston Ave., Fairhaven, MA
- 39.Southcoast Pickleball LLC., 4 David Drown Blvd., Fairhaven, MA
- 40.Gulf Resources Inc., 277 Bridge Street, Fairhaven, MA
- 41.Pouring License Fairhaven Meadows LLC/Nasketucket Bay Vineyard, 237 New Boston Road, Fairhaven, MA **

CAR DEALER LICENSES, FAIRHAVEN, MA

1. Fairhaven Gas, Inc. 134 Huttleston Avenue, Fairhaven, MA
2. Fairhaven Gas, Inc., Valero's, 130 Huttleston Avenue, Fairhaven, MA
3. Hive Motorcars, LLC, 10 Arsene Way, Fairhaven, MA
4. Guard Enterprises, 110 Alden Road, Fairhaven, MA
5. Alden Buick GMC, 6 Whalers Way, Fairhaven, MA
6. Alden Mazda, 250 Bridge Street, Fairhaven, MA
7. Artistic Auto Body & Auto Sales, 98 Middle Street, Fairhaven, MA
8. Sarkis Enterprises, Inc. (A & A Auto), 196 Huttleston Ave., Fairhaven, MA
9. RRR Auto Sales, 372 Huttleston Avenue, Fairhaven, MA
- 10.First Hot Line Auto Sales Inc., Fairhaven Getty Auto Sales, 371 Huttleston Avenue, Fairhaven, MA
- 11.Dussault Auto Sales LLC, 99 Spring St. Fairhaven, MA

REPAIR LICENSES, FAIRHAVEN, MA

1. Fairhaven Gas, Inc. 134 Huttleston Ave, Fairhaven, MA
2. Guard Enterprises, 110 Alden Road, Fairhaven, MA
3. Alden Buick GMC, 6 Whalers Way, Fairhaven, MA
4. Alden Mazda, 250 Bridge Street, Fairhaven, MA
5. Artistic Auto Body & Auto Sales, 98 Middle Street, Fairhaven, MA
6. Sarkis Enterprises, Inc., (A & A Auto), 196 Huttleston Ave., Fairhaven, MA
7. A-1 Crane Company, 86-88 Middle Street, Fairhaven, MA
8. Aaron's Auto Glass, 232 Huttleston Ave., Fairhaven, MA
9. Jiffy Lube #1229, 31 Alden Road, Fairhaven, MA
10. Automotive Diagnostic Service, 162 Sconticut Neck Rd., Fairhaven, MA
11. Dattco Sales & Service, 72 Sycamore Street, Fairhaven, MA
12. Nice N' Clean Car Wash, 320 Huttleston Avenue, Fairhaven, MA
13. Rick's Services, 241 R. Huttleston Avenue, Fairhaven, MA
14. Manny's Service Station, 82 Bridge Street, Fairhaven, MA
15. Sullivan Tire Company, 9 Plaza Way, Fairhaven, MA
16. JR's Auto Shop, 276 Huttleston Avenue, Fairhaven, MA
17. Roland's Tire Service, 11 Howland Road, Fairhaven, MA
18. RRR Auto Sales, 372 Huttleston Avenue, Fairhaven, MA
19. Leban Fuel Inc., Fairhaven Getty, 371 Huttleston Avenue, Fairhaven, MA
20. Spring Street Garage, 99 Spring St. Fairhaven, MA

COMMON VICTAULER LISENSSES, FAIRHAVEN, MA

1. Papa Gino's Pizza, 171 Huttleston Ave, Fairhaven, MA
2. Subway, 42 Fairhaven Commons Way, Fairhaven, MA

3. Taco Bell, 33 Alden Road, Fairhaven, MA
4. Subway, 19 Plaza Way, Fairhaven, MA
5. Burger King, 180 Huttleston Ave., Fairhaven, MA
6. McDonald's Restaurant, 14 Plaza Way, Fairhaven, MA
7. Wendy's Restaurant, 7 Fairhaven Commons Way, Fairhaven, MA
8. Mac's Soda Bar, 116 Sconticut Neck Road, Fairhaven, MA
9. Dunkin Donuts, 18 Plaza Way, Fairhaven, MA
10. Dunkin Donuts, 32 Howland Road, Fairhaven, MA
11. Little Village Café, 23 Center Street, Fairhaven, MA
12. Palace Pizza & More, 142 Huttleston Ave., Fairhaven, MA
13. Galaxy Pizza, 142 Main Street, Fairhaven, MA
14. Scramblers Breakfast & Bagel, 2 Sconticut Neck Rd., Fairhaven, MA
15. 7-Eleven, 188 Huttleston Ave., Fairhaven, MA
16. Ice Cream Cottage, 12 Ferry Street, Fairhaven, MA
17. **Mey Breakfast, 16 Main Street, Fairhaven, MA**
18. Jake's Dinner, 104 Alden Road, Fairhaven, MA
19. Mystic Café, 398 Main Street, Fairhaven, MA
20. Flour Girls Baking, 230 Huttleston Ave., Fairhaven, MA
21. The Nook Café, 58 Washington Street, Fairhaven, MA
22. Festiva Buffet, 31 Berdon Way, Fairhaven, MA
23. Honey Dew Donuts, 87 Huttleston Ave, Fairhaven, MA
24. Phoenix Restaurant, 140 Huttleston Ave., Fairhaven, MA
25. Yia Yia's Pizza Café, 381 Sconticut Neck Rd., Fairhaven, MA
26. Jersey Mike's Subs, 215 Huttleston Ave., Fairhaven, MA
27. 168 Sushi Kitchen, 8-1 Sconticut Neck Rd., Fairhaven, MA
28. Main Street Scoops, 382 Main Street, Fairhaven MA
29. Makatan Company Store, West Island Creamery, 39 Causeway Road., Fairhaven, MA

LODGING HOUSE LICENSES, FAIRHAVEN, MA 02719

1. Kopper Kettle Guest House, 41 Huttleston Avenue, Fairhaven, MA
2. Delano Homestead Bed & Breakfast, 39 Walnut Street, Fairhaven, MA

PRIVATE LIVERY LICENSE, FAIRHAVEN, MA 02719

1. Elite Transportation, 1 Deerfield Lane, Fairhaven, MA

Mission Statement as proposed by Bob Espindola (Rev. 4 12-18-2023)

The Financial Policy Review Committee is an Ad Hoc Committee appointed by the Select Board for the purpose of evaluating the Town's Financial Policies and recommending changes that will place the Town on a path toward achieving the short, medium and long term financial policy objectives. The development of and adherence to financial policies that are prudent, reasonable, integrated, and achievable is necessary to provide stability to the Town's governance and to achieve the maximum possible bond rating so as to reduce borrowing costs.

To that end, the Committee is tasked with updating existing or drafting new policies that address the following elements for Select Board approval.:

- Development and monitoring of General Fund and Enterprise Fund Budgets
- Capital Improvement Planning ¹
- Long range revenue and expense forecasting ²
- Debt Management
- Financial Reserves (Free Cash, Stabilization Funds, Retained Earnings, others)
- Health Insurance Trust
- Other Post-Employment Benefits (OPEB) Liability
- Enterprise Fund Operations
- Grant Administration
- Investments
- Risk Management Program (Fraud prevention)
- Other elements that may be identified by this committee, the Select Board or Town Management.

Notes

- 1) Capital Improvement Planning strategy to address backlog of Capital Projects (that extend beyond the 5-year capital plan).
- 2) Including staffing projections to address Town goals for service levels.

In developing these policies, the Committee will research best practices that have been developed by Division of Local Services, Department of Revenue, Commonwealth of Massachusetts; the Government Finance Officers Association (GFOA) and other similar organizations

The committee will be comprised of the following;

- Two members of the Select Board
- Two members of the Finance Committee
- Two members of the School Committee
- A Staff-member Designated by the Town Administrator

The draft policies will be presented to the Select Board by no later than March 1st, 2024.

Bob Espindola – Committee Liaison Report 12-18-2023

The Broadband Study Committee met on December 13th. The committee discussed alternatives to the using the Broadband Grant funds for the FHA project given the recent vote of the FHA to withdraw from the project. Open Cape attended the meeting to describe the project they built in Bourne (Buzzards Bay) for Economic Development purposes. The committee asked Open Cape to provide an estimate of costs to build out from their existing network that runs through Fairhaven, to the business district in Fairhaven. The committee will review that at their next meeting. If there is a decision to move forward with that, then the Town would need to ask the state if this change could be made, just as Bourne did.

The Committee also supported a proposal from Chair Sean Powers to work toward getting an article on Town Meeting warrant next May to see if Town meeting members are interested in moving forward with a Fiber to the Home network based on an Enterprise Fund Model or under a Municipal Light model. Sean will be leading an effort to pull together costs for that buildout, similar to what the Town of Hampden did (notes presented in my last report).

The Massachusetts Broadband Coalition met on December 14th Participants discussed their concerns about letters of support that incumbant providers (i.e. Comcast, Verizon, Charter) were asking for in relation to the "Gap Network" grant program. Some feel that funds directed to these for profit organizations will take away from Municipalities to access these funds and feel their local communities could have more of an impact. Others felt that it was OK to write letters of support with caveats, including requirement for the funds to only be used for Fiber.

Participants also learned about a model in Vermont that has worked very well, where they have formed Communication Union Districts allowing multiple communities to work together in their broadband buildout efforts. This arrangement has facilitated a number of projects moving forward. Below is a link to FAQ's about how they work. This may be something people in Massachusetts may advocate for. One important not in the FAQ talks about taxpayer liability.

8. Is the taxpayer or town liable for CUD losses or insolvency?

No. CUDs are obligated to ensure that any and all costs related to revenue losses or curtailment or abanc taxpayers of CUD members

<https://publicservice.vermont.gov/vt-community-broadband-board-vcbb/vermont-communications-union-districts/communications-union>

According to Sean Gonsalves from the Institute of Local Self Reliance, 2023 was a strong year in Municipal Fiber projects being built and building momentum, with dozens moving forward across the country.

SRPEDD met on Wednesday, December 13th and covered a lot of ground. Key areas are highlighted below with links for anyone interested in learning more.

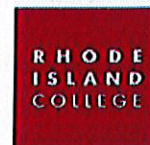
- 1) **Ocean Tech Hub of Southeastern New England** Presentation (Excerpts from the presentation are below). This is an exciting opportunity that is being explored with partnerships across state borders by a consortium noted below. They are working to file for a Federal (Economic Development Administration) for one of 5-10 grants worth a total of \$40 - \$70 Million dollars. The coverage area for this Tech Hub is Rhode Island and Bristol County as shown in the graphic below and will include focus areas like undersea robotics, Automation, Advanced Materials and Composites and features specific projects in the port of New Bedford.

Ocean Tech Hub Consortium



BROWN

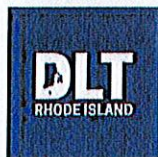
THE UNIVERSITY
OF RHODE ISLAND



infused innovations



SRPEDD
Strategic Regional Planning
Economic Development



- 2) consortium



Phase II

For Designated Tech Hubs

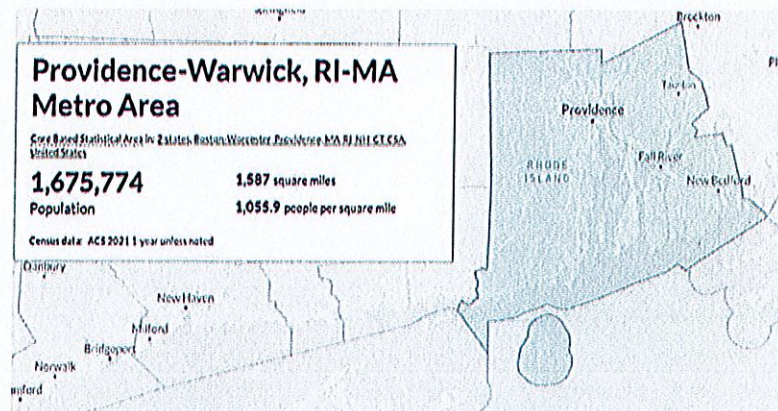
- PHASE 2: Due February 29, 2024
 - Implementation Grant \$40-70 million
 - 5-10 Awards
 - Focus on Geographic Diversity and Equity
 - Propel Hub's chosen geography into self-sustaining global competitiveness
 - Must stick to same KTFA, unless there's a very good rationale
 - Note: EDA has put us under "Enabling safe and effective autonomous systems" / "ocean robotics, sensors, materials"



Ocean Tech Hub Region

EDA Requires MSA level proposals

- The Providence-Warwick, RI-MA metro has an R&D advantage in Ocean Tech, and a high presence of firms with the ability to scale in key technology areas, including robotics, automation, advanced manufacturing, and materials science. The region boasts 8,294 firms in industries related to Ocean Tech.

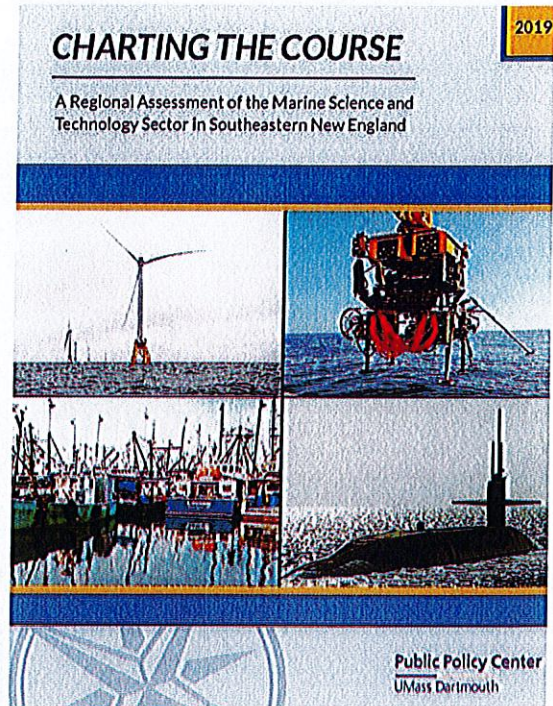


Specific Projects

Creation and/or expansion of an incubator, light manufacturing, fabrication, and assembly space at the water edge with multi-domain access (air, land, sea), adding physical capacity and commercial fabrication in the Port of Davisville/Quonset, Port of Providence, and Port of New Bedford.

https://commerceri-my.sharepoint.com/:p/p/lisa_carnevale/EVf1xGGCYGpClfnYIQDI7h4BzFxqMsuv_IAM12UZHwxlYw?e=fRF0AV

- 2) **The Charting the Course report** by UMASS Dartmouth Public Policy Center and is a regional assessment of Marine Science and Technology sector in New England.:



<https://archives.lib.state.ma.us/server/api/core/bitstreams/2357e1cb-3711-41e8-a7c0-bf217b5e0c83/content>

- 3) **The Massachusetts Ocean Management Plan** "protects critical marine habitat and important water-dependent uses and provides a management framework for ocean-based projects in Massachusetts. The ocean plan's management framework is implemented within the existing regulatory structure, with the relevant agencies coordinating review and approval of proposed ocean projects."
- 4)

<https://www.mass.gov/info-details/massachusetts-ocean-management-plan>

- 5) **Citizen Planner Training Collaborative (CPTC) Webinar series** – Topics include planning, zoning, housing:

<https://masscptc.org/index.php/training/webinar-series/https://srpedd.org/event/resc-virtual-meeting/>

About Us

The Citizen Planner Training Collaborative or CPTC as it is commonly known was founded in 1995 as a collaboration between UMass, Department of Housing and Community Development, Mass Chapter of American Planning Association, Mass Association of Planning Directors, and Mass Federation of Planning Boards with a goal to empower local land use officials to make effective and judicious decisions.

CPTC began by offering Autumn Training in 1995. In 2001 the first Annual Conference was held. Subsequently On Demand Training was added and most recently we have begun to offer Online Training. Our training workshops offer a number of benefits including MIIA Insurance credit, CPTC certificate credit and AICP credits but most importantly they offer knowledge of Massachusetts process and law for local planners.

As time has gone on we have added additional collaborators as well as local planners to the Board of Directors. Special thanks to all those who volunteered to make CPTC a success over the years.

6) Next RESC Meeting Registration:

<https://srpedd.org/event/resc-virtual-meeting/>

January 25, 2024 @ 2:00 pm - 3:00 pm

Join the RESC for the first meeting of 2024. Registration is required.

Special Guest Speaker: Kate Fox

Executive Director of the [Massachusetts Office of Travel Tourism](#) (MOTT).

[Register Here](#)

The RESC represents a group of economic development professionals who seek to foster growth in the southeast region of Massachusetts. With members from a variety of sectors including local government and planning, higher education, private industry, and small business, the RESC represents diverse perspectives on growth and development, equity, as well as workforce development. If you are interested in joining the committee please reach out to Lizeth Gonzalez at lgonzalez@srpedd.org.

The Liveable Streets Committee met on Thursday, December 7th but due to a posting error, were unable to hold an official meeting. Will Gardner has led efforts in get people out on their bikes. Some of the kids and parents that ride from Atlas Tack area to Wood School in what they call a "Bike Bus" have continued to ride even in this colder weather into December.

- The committee sponsored an event on the same day as the Old Tyme Holiday Fair and attracted about 20 people that road from Fort Phoenix to the Center to take in the fair and then stopped at a local restaurant for a social. The Committee plans to continue encouraging group rides into next year.



- The Committee plans to encourage bike riders to attend the MassDOT [hearing](#) on the Fairhaven/NB Bridge project on January 9 to advocate for cyclist accommodations on the new bridge.. Will would like to organize bike folks to show up and have clear input for this.
- The Committee is conducting a survey of people who bike for transportation. Click [here](#) to access. They are distributing gift bags to riders who are out there and leaving gift bags on bikes. Their goal is to identify a few key gaps that we can address quickly/cheaply to make riding more comfortable and safe.
- Representatives of the Friends of the Mattapoisett Rail Trail, Mattapoisett Bike Path Study Committee and Livable Streets Committee in Fairhaven met (virtually) with a representative of the SMART Outdoor Sign Company to discuss the prospect of signing onto a contract that would provide signs at no cost provided sponsorship is allowed. There is potential for the sponsorship to also generate revenue for the community for use in trail maintenance or other general fund needs. The group was intrigued by the concept and believes the next step should be to ask for another presentation by SMART Outdoor for a joint meeting of the full committees from each Community to determine if they want to recommend this

concept to their respective Select Boards / Boards of Public Works. More to follow.