



FAIRHAVEN SELECT BOARD

Agenda

April 18, 2023

6:30 p.m.

Town Hall – 40 Center Street – Fairhaven

Pursuant to Chapter 20 of the Acts of 2021, this meeting will be conducted in person and via remote means, in accordance with applicable law. This means that members of the public body as well as members of the public may access this meeting in person, or via virtual means. In person attendance will be at the meeting location listed above, and it is possible that any or all members of the public body may attend remotely, with in-person attendance consisting of members of the public. MGL, Ch. 30A, § 20(f) requires anyone that intends to record any portions of a public meeting, either by audio or video, or both, to notify the Chair at the beginning of the meeting.

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

Log on or call 1-929-205-6099

<https://us06web.zoom.us/j/89485993911?pwd=OFd5MzJvVnBxQkIxLzdQcFRlbVM0QT09>

Meeting ID: 894 8599 3911 Passcode: 330130

A. PUBLIC HEARING:

1. Elm Avenue: parking on one side
2. Shirley Street: discontinuance south of Jason Terrance and north of 4 Shirley Street
3. Eversource: petition for FO pole installation and conduit under public road; Causeway Rd. and Alder St.

B. TOWN ADMINISTRATOR:

1. Staffing Updates
2. Conservation Commission: Michael Kelly
3. DOR Report
4. Other

C. ACTION ITEM:

1. Huttleston Avenue – conservation covenant assent
2. Select Board Committee Liaison assignments and Meeting Protocols review
3. Town Clerk Appointment: Elisabeth “Lissa” Horan
4. Board of Public Works Appointment: Travis Rapoza
5. Council on Aging Appointment: Jacqueline Kenwothy
6. Special Election Date and ballot text
7. Town Hall use policy amendment
8. Building Department fee review/change
9. Retirement notice:
 - a. Marie Spooner
 - b. Marc D. Darmofal
10. Ratification of Collective Bargaining Agreements:
 - a. Police
 - b. Fire
11. Use of Town Hall Auditorium:
 - a. Department of Fine Arts – Kid’s Art Day, Saturday, May 13, 2023
 - b. Fairhaven Dollars for Scholars; Wednesday, May 24, 2023
 - c. Northeast Maritime Institute Graduation, Saturday, September 16, 2023
12. Temporary Street Closure request: Cherry Blossom Festival, Sunday, May 7, 2023
13. Special One-Day Liquor License: St. Joseph Catholic Organization; Annual Blessing of the Bikes, Sunday, May 7, 2023
14. Transfer of License: C&F Property Development, LLC d/b/a Gene’s Famous Seafood
15. Host Community Agreement: Elevation Retail-completion date extension
16. HRIS Study
17. Economic Development discussion
18. Discuss Monthly Year-to-Date Revenue and Expense Reports
19. Financial Forecasting and Massachusetts Department of Revenue request

20. Sign Annual Town Meeting Warrant

D. CORRESPONDENCE

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

E. COMMITTEE LIAISON REPORTS

F. PUBLIC COMMENT

G. BOARD MEMBER ITEMS

H. NEWS AND ANNOUNCEMENTS

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

ADJOURNMENT

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

Fairhaven Select Board Public Hearing Notice

Tuesday April 18, 2022

@ 6:30 p.m.

Banquet Room, Town Hall

40 Center Street

Fairhaven, MA

**Notice is hereby given that the Fairhaven Select Board will conduct a
Public Hearing at 6:30 p.m. on Tuesday April 18, 2023 in the Town Hall
40 Center Street, Fairhaven, MA**

**The purpose of the hearing will be to receive information and public
comment for restricted parking- one side of parking on Elm St from
Main St to Acushnet River.**

Application submitted by:

Paul Foley- Director of Planning and Economic Development

And

Lt David Sobral



Town of Fairhaven

Department of Planning & Economic Development

Town Hall • 40 Center Street • Fairhaven, MA 02719

Telephone (508) 979-4023 • Extension 8122

pfoley@fairhaven-ma.gov

Memorandum

Date: March 2, 2023

To: Angie Lopes Ellison, Fairhaven Town Administrator

From: Paul H. Foley, Fairhaven Director of Planning & Economic Development

RE: Restricting parking to one side on Elm Avenue from Main St. to the Acushnet River

Lt. Sobral and I went to inspect the emergency access on Elm Street on Friday September 9, 2022 after receiving a concern from the owner of the Slocum Cove Marina, Eric Dawicki. The owner of 182 Main Street was not allowing access per an easement and workers at 3 Elm Avenue had parked a truck at the end of the street impeding access to the marina. The recent fire at the Mattapoissett Boat Yard came to mind on what could happen if emergency access was blocked to the marina.

Lt. Sobral and I agreed that this should be a street with parking on only one side of the street due to its being narrow and having an established marina at the end. We instructed Mr. Dawicki his next step was to fill out a form at the Police Department requesting no parking on one side. He then submitted the form. Lt. Sobral then completed an investigation with the new Fairhaven Superintendent of the Highway Department and the Fire Department who gave Lt. Sobral a letter regarding the issue with the roadway for the passage of the large Fire apparatus. The Superintendent of the Highway agreed the roadway is undersized to have dual parking on both sides

I will check with Lt. Sobral and make sure the papers are all in order and will help present a slide show, if you like, for presentation to the Select Board for approval.

Commonwealth of Massachusetts
TOWN OF FAIRHAVEN
POLICE DEPARTMENT
1 Bryant Lane
Fairhaven, MA 02719
Phone 508-997-7421
Fax 508-997-3147
www.fairhavenpolice.org

Michael J. Myers
Chief of Police

Supplement Report/ Investigation:

Location: Elm Ave. / West of Main Street

To: Chief Of Police Michael J. Myers From: Lieutenant David R. Sobral

Date: 09/22/2022

The undersigned officer received a request for Traffic/Parking Control on Elm Ave. from the owner of the Slocum Cove Marina/Northeast Maritime Institute, 2 Elm Ave.

He stated that when there is both side parking occurring on Elm Ave. just west of Main Street It will be impossible for large emergency vehicles/trucks (Ambulance, Fire Trucks/Pumper and ladder) to make the turn off Main Street onto Elm Ave.

He also stated that if the vehicles are able to make the turn onto Elm Ave. as they travel west on Elm Ave. in the vicinity of #2, the large emergency vehicles will not be able to make the right hand turn off of Elm Ave. into the driveway of the property of Slocum Cove Marina/Northeast Maritime Institute.

The fear of the Owner is that if an emergency occurred at the property and those large emergency vehicles needed to gain access onto the property, due to the present parking situation in the area this would not occur.

At this present time there are no restrictions of parking control on Elm Ave. west of Main Street. The undersigned officer, along with the Planning Agent for the Town Of Fairhaven Paul Foley responded recently to survey the area in regards to the request which has been made by the owner of the property at #2 Elm Ave.

Myself and Mr. Foley concurred that if some type of parking control is not implemented in the area, there could be possibly issues in the future for access into the property at #2 Elm Ave. Due to the fire hydrant being erected on the south side of Elm Ave. just before the seawall, we will request that No Parking signs would be placed on the south side of the street on Elm Ave. This would be consistent with the snow ban parking by-law.

We believe by adding the No parking signs on one side of the narrow roadway of Elm Ave. will alleviate any further possible issues which may occur with safe passage by the larger emergency vehicles (Fire Apparatus, Ambulance) in gaining access to the property at #2 Elm Ave. Slocum Cove Marina.

The undersigned also contacted the new BPW Highway Superintendent Joshua Crabbe and requested a study on the roadway regarding the width of the road. He was able to conduct a site visit of Elm Ave. from Main Street to the dead end. His investigation consisted of the cross sectional roadway width.

The existing cross section of this portion of Elm Ave. consists of a 24 foot wide roadway width curb to curb with sidewalks on both sides and is primarily used by residents of this block.

Based on criteria from the Mass DOT Design and Development design guideline, travel lanes can vary from 9-12 feet and the minimum street parking width is 7 feet.


Given the minimum requirements, providing the minimum travel lane width of 9 feet for each direction, which is 18 feet. This leaves only 6 feet available for on Street parking along one side of the roadway which does not meet the minimum requirements.

The Superintendent Joshua Crabbe believes providing parking restrictions along one side of the roadway on Elm Ave. for safety/accessibility concerns for emergency services would be warranted. (See investigation/report).

I also notified The Fairhaven Fire Department in regards to the issues on Elm Ave. regarding parking on both sides of the roadway which would possibly impede passage through the roadway for emergency apparatus to gain access to the Marina.

Deputy Chief Joy Nichols Stated, after a review it is the position of the Fairhaven Fire Department that two-sided parking on Elm Ave. on the west of Main Street impedes the access of their apparatus to gain quick entry to the Slocum Cove Marina. Restricting parking to one side of the roadway would alleviate this issue. (See review/letter).

Respectfully Submitted,


Lieutenant David R. Sobral #019
Fairhaven Police Department



David Sobral <david.sobral@fairhavenpolice.org>

Elm Ave

1 message

Joshua Crabb <jcrabb@fairhaven-ma.gov>

Thu, Oct 27, 2022 at 10:11 AM

To: "david.sobral@fairhavenpolice.org" <david.sobral@fairhavenpolice.org>

Good Morning Lt. Sobral,

As requested I have conducted a site visit of Elm Ave between Main Street to the dead end to investigate the cross sectional roadway width. This portion of Elm Avenue is utilized as a two way local road with parking permitted on both sides. Additionally it was shared that Marina at Slocum Cove utilizes this portion of Elm Avenue for boat trailering and hauling.

The existing cross section of this portion of Elm Avenue consists of a 24 foot wide roadway width curb to curb with sidewalks on both sides and is primarily used for residents of this block.

Based on criteria from MassDOT's 2006 Design Development Design Guideline, Chapter 5, travel lane widths can vary from 9-12 feet and the minimum on street parking width is 7 feet. Please see below attached highlighted pages for reference of this criteria.

Given the above minimum requirements, providing the minimum travel lane width of 9 feet for each direction, 18 feet, this leaves only 6 feet available for on street parking along one side of the road which does not meet the minimum requirements.

This roadway cross section width is not isolated and is in general typical throughout the area. Eliminating parking on both sides would prove to be difficult and would receive push back from residents, especially since other adjacent locations have a very similar situation, but I believe providing parking restrictions along one side of the roadway for safety / accessibility concerns for emergency services would be warranted.

**Exhibit 5-14
Range of Travel Lane Widths (In Feet)**

Area Type	Roadway Type			
	Freeways	Arterials ¹	Collectors ²	Local Roads
Rural Natural	12	11 to 12	10 to 12	9 to 12
Rural Developed	12	11 to 12	10 to 12	9 to 12
Rural Village	N/A	11 to 12	10 to 12	9 to 12
Suburban Low Density	12	11 to 12	10 to 12	9 to 12
Suburban High Density	12	11 to 12	10 to 12	9 to 12
Suburban Village/Town Center	N/A	11 to 12	10 to 12	9 to 12
Urban	12	11 to 12	10 to 12	9 to 12

¹ Lane widths less than the values shown above may be used if a design exception is obtained. See Chapter 2 for a description of the design exception procedure. Situations where narrower lanes may be considered are described below.

² Minimum 11-foot lanes are required for design speeds of 45 miles per hour or greater.

N/A Not Applicable

Source: Adapted from A Policy on Geometric Design of Highways and Streets, AASHTO 2004, Chapter 4 Cross-Section Elements.

- Sidewalks are almost always provided adjacent to on-street parking. Parking provides a buffer between motor vehicle traffic and pedestrians on the sidewalk. On-street parking can also influence the traffic flow along roadways, sometimes resulting in reduced speeds, reduced capacity, and increased conflicts for both bicycle and motor vehicle traffic. Due to its impacts on traffic flow and the safety implications of parking maneuvers at high speeds, on-street parking should not be provided with high design speeds (over 45 miles per hour).

Parallel on-street parking requires a minimum of 7 feet of paved cross-section in addition to the required travel lane width and should not be permitted where this width is not available. For areas with high turnover, areas with truck loading, and areas with bus stops, 8 feet of width is recommended. Parking lane widths of 10 feet are desirable in areas with substantial amounts of truck parking or bus stops. Wider parking lanes, up to 12 feet, are established to preserve roadway capacity for possible conversion to travel lanes, or for use as travel lanes during peak periods. However, parking regulations and enforcement are required to preserve the desired operational characteristics of the roadway in these instances.



Parking often replaces usable shoulders in village, town center, and urban settings.

Requirements for the striping and signage of parallel on-street parking is provided in the *Manual on Uniform Traffic Control Devices (MUTCD)*.

ry 2006

Cross-Section and Roadside Elements 5-29

sorry I am having trouble getting the PDF size down to a reasonable file size to share the actual pages

if you have any other questions or want to discuss this further please let me know

thanks,
Josh

--
Joshua Crabb
Highway Superintendent
Fairhaven, MA
C: 774-438-5796



TOWN OF FAIRHAVEN

MASSACHUSETTS

FIRE DEPARTMENT / EMERGENCY MEDICAL SERVICE

146 Washington Street, Fairhaven, MA 02719

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

Emergency // 911



December 14, 2022

After review it is the position of the Fairhaven Fire Department that two-sided parking on Elm Ave. West of Main St. impedes the access of our apparatus to gain quick entry to Slocum Cove Marina. Restricting parking to one side of the road would alleviate this issue.

Regards,

A handwritten signature in cursive script that reads "Joy Nichols".

Joy Nichols
Deputy Chief
Fairhaven Fire Department



FAIRHAVEN POLICE DEPARTMENT
REQUEST FOR TRAFFIC OR PARKING CONTROL

****OFFICIAL USE ONLY****

Location: ELM AVE.
Control: NO PARKING SIGNS
SOUTHSIDE ROADWAY

Intersection of: WEST OF MAIN ST.
Approval Date: _____

**** TO BE FILLED IN BY REQUESTING PARTY ****

Requested by: <u>NORTHEAST MARITIME INSTITUTE</u>	Location: <u>ELM ST (WEST)</u>
Address: <u>32 WASHINGTON ST.</u> <u>FAIRHAVEN, MA 02719</u>	Intersection of: <u>ELM AND MAIN</u>
Telephone: <u>508 992-4025</u>	Date: <u>14 SEPTEMBER 22</u>
Type of Control Requested: <u>REQUEST SINGLE SIDE PARKING ON ELM STREET AS EMERGENCY RESPONSE VEHICLES CANNOT PASS.</u>	
Reason for Request: <u>CONCERNED ALSO REQUEST NO PARKING EITHER SIDE 1/3 TO MARINA ENTRANCE. ZERO CAPACITY FOR FIRE TRUCKS TO ENTER SLOCUM COVE MARINA @ 2 ELM STREET.</u>	

****OFFICIAL USE ONLY****

Approved: _____

Investigated by: LT. DRUID A. SOBRAC (FPO)
PAUL FOLEY (PLANNING DEPT.)
AG. EDT

Denied: _____

Investigation: "SEE SUPPLEMENT REPORT" FAIRHAVEN POLICE DEPT. & SEE ROADWAY INVESTIGATION/MEASUREMENTS. HIGHWAY SUPER. DJS WCRABBY & SEE REVIEW/LETTER FROM FAIRHAVEN FIRE DEPT. DEPUTY CHIEF & JOY NICHOLS

[Signature]

Police Chief
3/9/23
Approval Date

Board of Selectmen

Compliance Date

Fairhaven Select Board Public Hearing Notice

Tuesday April 18, 2023

@ 6:30 p.m.

**Banquet Room, Town Hall
40 Center Street
Fairhaven, MA**

Notice is hereby given that the Fairhaven Select Board will conduct a Public Hearing at 6:30 p.m. on Tuesday April 18, 2023 in the Town Hall 40 Center Street, Fairhaven, MA

The purpose of the hearing will be to receive information and public comment on the discontinuance of an accepted street, Shirley Street. The location is Shirley Street (formerly Old Alden Road) south of Jason Terrance and north of 2 Shirley Street (Map 26 Lot 13M)

Application submitted by:

**Sarkis Enterprises, Inc.
196 Huttleston Ave.
Fairhaven, MA 02719**

SCHNEIDER, DAVIGNON & LEONE, INC.

PROFESSIONAL CIVIL ENGINEERS & LAND SURVEYORS

Fire Dept.
attn: Fire Chief

MATTHEW C. LEONE, P.L.S.



DAVID M. DAVIGNON, P.E.
JAY MCKINNON, E.I.T.

RECEIVED
2023 JAN 11 P 2:06
BOARD OF SELECTMAN
FAIRHAVEN MASS

January 11, 2023

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

Attn: Madam Chair Stasia Powers

Re: *Petition for Street Discontinuance*

Applicant: Sarkis Enterprises, Inc.
Site Address: 196 Huttleston Ave.

Dear Madam Chair and Members of the Board,

Please find attached the following information for your review:

- Petition for Street Discontinuance
- Legal Description
- Street Discontinuance Plan (10 copies)

On behalf of the Petitioners, we hereby request that the Select Board forward the attached information to all applicable town agencies as outlined in the attached flow chart for the purposes of discontinuing the southerly portion of Shirley Street.

Our clients most recently purchased the former convenience store/gas station for their used car business and during the permitting process with the Planning Board were urged by said Board to request the subject discontinuance.

Please feel free to contact this office if you have any questions.

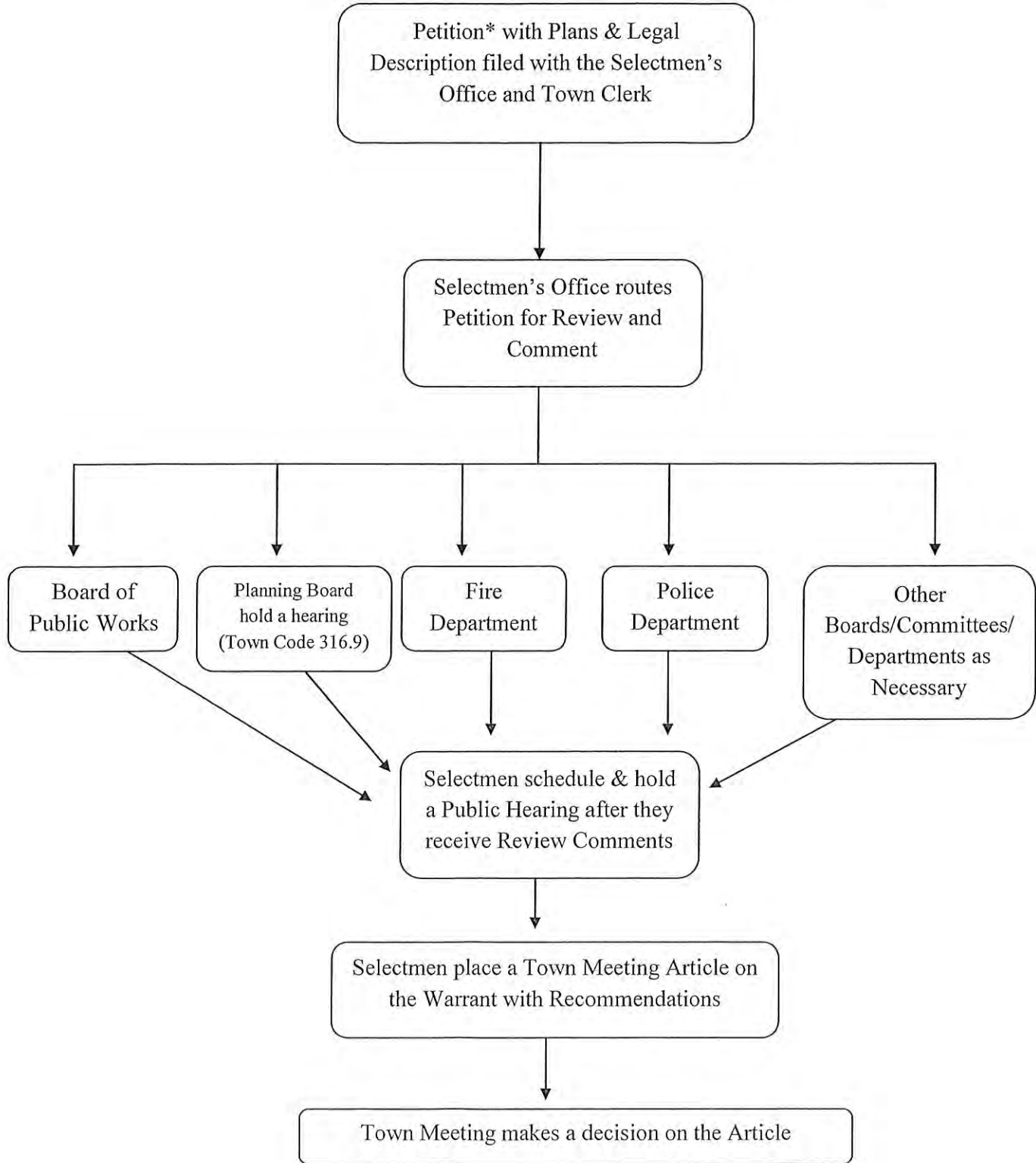
Sincerely,

Schneider, Davignon & Leone, Inc

David M. Davignon, P.E.

cc: File 2609
Sarkis Enterprise, Inc.
Attorney Patricia McCardle

Street Discontinuance of an Accepted Street



M.G.L Chapter 82 Section 32A

* M.G.L. Chapter 39 Section 10: 10 Signatures of Registered voters for Annual Town Meeting & 100 Signatures of Registered voters for Special Town Meeting

Town Code: Chapter 316.9



Copy

Town of Fairhaven

Petitioner

Name: Sarkis Enterprises Inc.
Address: 196 Huttleston Avenue
Phone: (774) 263-2208
Email: Rouba.sarkis@icloud.com

PETITION FOR STREET DISCONTINUANCE

gave Town Clerk to Artie 1-18-23

BOARD OF SELECTMAN TOWN OF FAIRHAVEN MASS

2023 JAN 11 P 2:06

RECEIVED

To the Honorable Select Board:

Gentlemen:

We the undersigned registered voters of the Town of Fairhaven, hereby petition your Board to insert in the warrant of the next Annual or Special Town Meeting an article for the discontinuance of Shirley Street from Jason Terrace to its terminus A distance of approximately 106 feet, more or less.

NAME ADDRESS PRECINCT

- 1. Marlin Rouba Sarkis 17 Highland Ave # 4
2. Iskandar Sarkis 17 Highland Ave # 4
3. Peter Joseph 6 Page St # 3
4. Ben Amy 10 Roy St # 4
5. Louis Roy 375 HUTTLESTON AVE # 4
6. Jimmie 32 HALLOW ST # 6
7. Michael Souza 12 MILL ROAD # 6
8. Demos Korrosios 20 ELIZABETH ST # 6
9. Eva Korrosios 20 ELIZABETH ST # 6
10. Victor Gouache 770 Scoutcraft Rd # 4

Articles for an annual town meeting require the signatures of at least ten (10) registered voters.

Articles for a special town meeting require the signature of at least one hundred (100) registered voters.

DEED

The **Town of Fairhaven**, a Massachusetts municipal corporation, by, through and under the authority of the Board of Selectmen, with an office located at 40 Center Street, Fairhaven, Massachusetts 02719

In Consideration of One Dollar and Zero Cents (\$1.00) receipt of which is hereby acknowledged

Grant to Route 6 Properties, LLC, a Massachusetts limited liability company, with an office located at 196 Huttleston Avenue, Fairhaven, Massachusetts 02719

With Quitclaim Covenants

A lot of land located in Fairhaven, Bristol County, Massachusetts bounded and described as follows:

Discontinued Area shown as **Parcel A** on a plan entitled: "*Street Discontinuance Plan of a Portion of Shirley Street (Formerly Alden Road) Fairhaven, MA*" prepared for Route 6 Properties, LLC. & The 200 Huttleston Avenue Realty Trust, dated: November 10, 2022, scale 1"= 20', prepared by Schneider, Davignon & Leone, Inc., recorded with the Bristol County (SD) Registry of Deeds herewith.

Containing 3,995 square feet more or less, and being a portion of the roadway "Alden Street" as depicted on plan entitled: *Selectmens' Layout of Alden Road Fairhaven, Mass. 60 ft Wide from Washington St. to Coggeshall St.* (sheet 1 of 6) Dated: March 1962, scale 1" = 40', prepared by Samuel H. Corse, and recorded at the Bristol County Registry of Deeds Southern District at Plan Book 64, Page 11.

For Grantor's title, see the Order of Taking filed with the Town of Fairhaven Clerk's Office and recorded in the Bristol County (SD) Registry of Deeds in Book _____ Page _____
Also see the Discontinuance approved by the Fairhaven Planning Board recorded herewith.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]



TOWN OF FAIRHAVEN

MASSACHUSETTS

FIRE DEPARTMENT / EMERGENCY MEDICAL SERVICE

146 Washington Street, Fairhaven, MA 02719

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

Emergency # 911



OFFICE OF THE FIRE CHIEF

January 19, 2023

To: Select Board

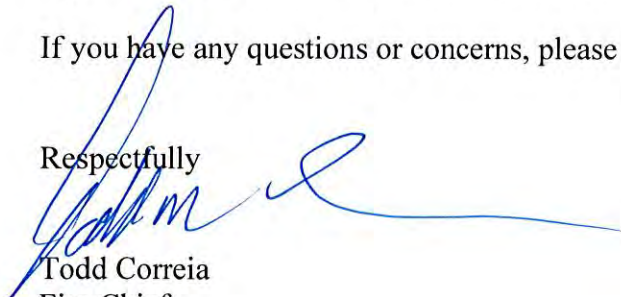
From: Chief Todd Correia

Re: Street Discontinuance – Shirley Street

The Fire Department has reviewed the street discontinuance proposed and we have no issues to report. The discontinuance will have no effect on our operations.

If you have any questions or concerns, please reach out to Deputy Chief Nichols or me.

Respectfully



Todd Correia
Fire Chief



Amy Hart <ahart@fairhaven-ma.gov>

Shirley Street BPW Discontinuance Comments

1 message

Rebecca Vento <rvento@fairhaven-ma.gov>
To: Amy Hart <aalmeida@fairhaven-ma.gov>
Cc: Loreen Pina <lpina@fairhaven-ma.gov>

Thu, Mar 2, 2023 at 2:44 PM

Hi Amy,

The only comment that the BPW has for this project is they would like a utility easement for water, sewer, and drainage.

Thanks,

Becky

Rebecca L. Vento
BPW Office Manager
5 Arsene Street, Fairhaven, MA 02719
rvento@fairhaven-ma.gov
Phone: 508-979-4030 x112
Fax: 508-979-4086



Fairhaven Planning Board

Town Hall • 40 Center Street • Fairhaven, MA 02719
Telephone (508) 979-4023 • Extension 8122

Memorandum

Date: April 14, 2023

To: Select Board

From: Paul H. Foley, AICP
Planning and Economic Development Director

RE: Shirley Street Accepted Street Discontinuance

The Planning Board discussed the proposed discontinuance of Shirley Street (formerly Old Alden Road), an accepted street, for the section south of Jason Terrace and north of 4 Shirley Street (Map 26 Lot 13M) and Route 6. The idea came from the Planner and Planning Board during the 2022 Special Permit review of 200 Huttleston Avenue. Overall it seems reasonable to make the two properties a contiguous whole but the Town needs to ensure that the proper easements for drainage and utilities are included as there are several public catch basins in the street.

The Planning Board notes the ink is barely dry on the Special Permit and the applicants, owners of both 196 and 200 Huttleston, are operating at both properties but not yet in compliance with the conditions of the Special Permit. The building is not repaired or operational yet, the lighting has not been fixed, the shed is not removed and the borders need to be cleaned up.

Presumably the applicant has submitted an engineered plan and legal description of the proposed street discontinuance. If approved, the applicant will need to perform a Form A (ANR) to assign the future ownership of the revised lot lines.

**Fairhaven Select Board Public
Hearing Notice**

**Tuesday April 18, 2023
@ 6:30 p.m.**

**Notice is hereby given that the Fairhaven Select Board will conduct a
Public Hearing at 6:30 p.m. on Tuesday April 18, 2023 in the Town Hall
40 Center Street, Fairhaven, MA**

The purpose of the hearing will be to install 2 new FO poles on Causeway Rd, 1 new FO pole on Alder St, approximately 80' of conduit under public Road on Alder St, Fairhaven. The overall purpose is to increase reliability to West Island, Fairhaven

For:

**Eversource
NSTAR Electric
d/b/a Eversource Energy**

April 4, 2023
RE: 4412416

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

Dear Select Board Members:

Enclosed is a petition to install 2 new FO poles on Causeway Road, 1 new FO pole on Alder St, approximately 3207 feet of conduit under the public road and 10 new manholes on Goulart Memorial Drive, and approximately 80' of conduit under public road on Alder Street, Fairhaven.

This proposed location is to increase reliability to West Island in Fairhaven. This petition will require a notice to abutters and a hearing.

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

If you have any questions, please email Jessica.elder@eversource.com.

Warm Regards,

Jessica Elder

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

**PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO#4412416**

March 1, 2023

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

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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

Goulart Memorial Drive, Fairhaven

To install approximately 3207' (feet) of underground conduit and cable in town road and 10 new manholes to be labeled 8000/1584, 8000/1585, 8000/1586, 8000/1587, 8000/1588, 8000/1589, 8000/1590, 8000/1591, 8000/1592, and 8000/1593.

Alder Street, Fairhaven

To install approximately 80' (feet) of underground conduit and cable in town road.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. 4412416 Dated February 23, 2023.

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

By *Jessica Elder*

**Right of Way Agent
Jessica S. Elder**

**FORM OF ORDER FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO#4412416**

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

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

be and it is hereby granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as said Company may deem necessary, in, under, along and across the public way or ways hereinafter referred to, as requested in petition of said Company dated the 1st day of March 2023.

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

Cables, conduits, and manholes shall be installed substantially at the point indicated upon the plan marked Plan No.4412416 Dated February 23, 2023 filed with said petition. The following are the public ways or parts of ways under, along and across which the cables above referred to may be installed under this order.

Goulart Memorial Drive, Fairhaven

To install approximately 3207' (feet) of underground conduit and cable in town road and 10 new manholes to be labeled 8000/1584, 8000/1585, 8000/1586, 8000/1587, 8000/1588, 8000/1589, 8000/1590, 8000/1591, 8000/1592, and 8000/1593.

Alder Street, Fairhaven

To install approximately 80' (feet) of underground conduit and cable in town road.

This work is necessary to increase reliability to West Island in Fairhaven.

I hereby certify that the foregoing order was adopted at a meeting of the Select Board of the Town of Fairhaven, Massachusetts held on the _____ day of _____ 2023.

Clerk of Select Board.

_____, Massachusetts _____ 2023.

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

Book _____ Page _____.

Attest:

Town Clerk

We hereby certify that on _____ 2023, at _____ o'clock,
_____ M. at _____ a public hearing was held on the
petition of the

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

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

Select Board of the Town of
Fairhaven, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the Select Board of the Town of Fairhaven, Massachusetts, on the _____ day of _____ 2023, and recorded with the records of location orders of said Town, Book _____, Page _____.

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

Attest:

Town Clerk.

Eversource Provide/Install/Own/Maintain (Unless Otherwise Indicated)		Customer Provide/Install Eversource Own/Maintain (Unless Otherwise Indicated)		Status	Description
Existing	New	Existing	New		
				n/a	Pole
				n/a	Riser pole, non-electric portion In compliance with Note 1
				n/a	Ducts, concrete encased Quantity/Size as indicated In compliance with Note 7
				n/a	Transformer Foundation Type as indicated 3-phase: In compliance with Notes 4 – 6 Pad #1 (transformers up to 300 kVA) (Cat ID #579134) Pad #2 (transformers 500 to 2500 kVA) (Cat ID #579135) 1-phase: 43"x37"x32", Cat ID #581386 In compliance with Note 3 & 6
				n/a	Manhole, 6' x 10' x 6' (ht) Eversource Std #m1203 (Item #580232) In compliance with Note 2
				n/a	Secondary handhole, 30"x17"x18" In compliance with Note 3 Fiberglass: Cat ID #574317 Composite: Cat ID #521914
				n/a	Switching Station (turtle) Box Pad In compliance with Note 3 & 6 Cat ID #574926
				n/a	Padmounted Recloser Foundation In compliance with Note 2, 6, & 8 Cat ID #586691
				n/a	Padmounted Switch Box Pad Type as indicated In compliance with Note 3 & 6 PME-9: Cat ID #579185 PME-5: Cat ID #579614
				n/a	Primary Meter Foundation In compliance with Note 3, 6, & 9. Cat ID #585731
				n/a	Anchor with guy wire
				n/a	Push Brace
				n/a	Protective Vehicle Posts In compliance with Note 6

- X Item(s) to be removed by Eversource.
- X Item(s) to be removed by Customer.

Non-Electric Key

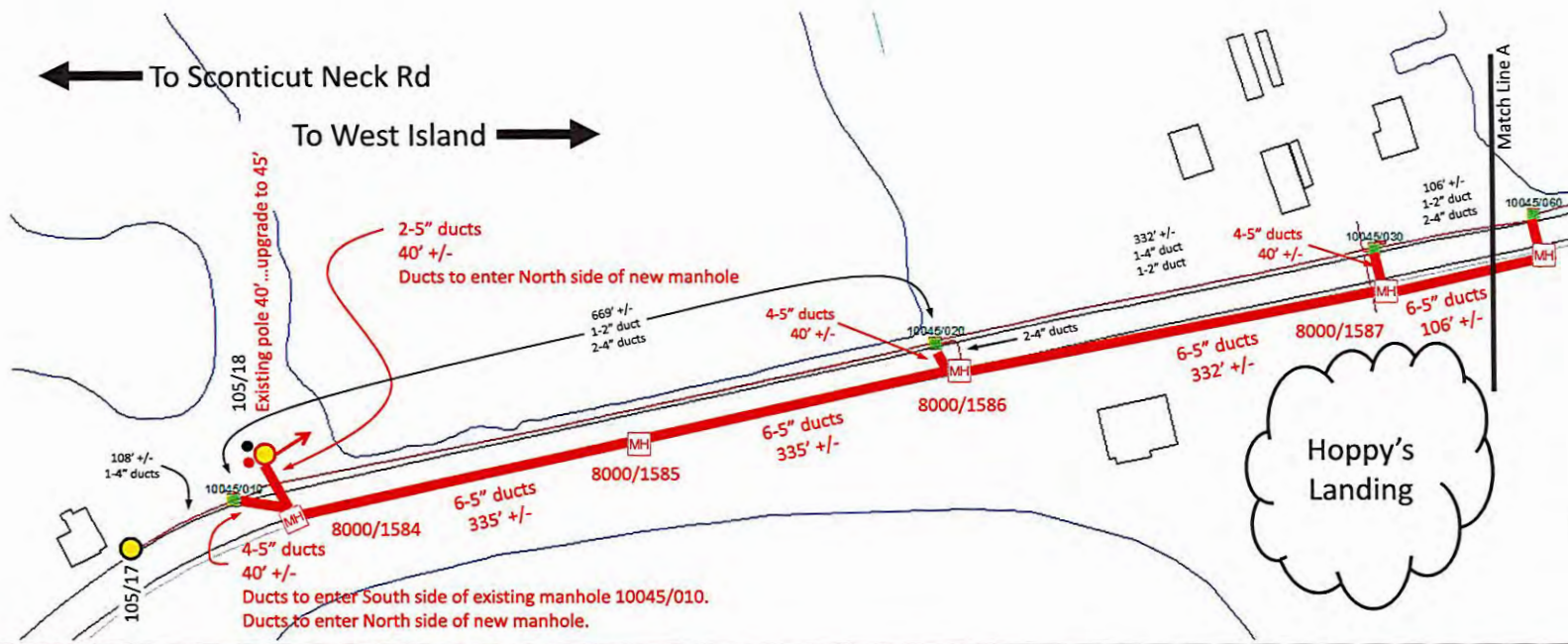
Eversource Provide/Install/Own/Maintain (Unless Otherwise Indicated)		Customer Provide/Install/Own/Maintain (Unless Otherwise Indicated)		Status	Description
Existing	New	Existing	New		

Notes

The following Eversource standards are available online, unless otherwise stated, at <https://www.eversource.com/content/ct-c/about/about-us/doing-business-with-us/builders-contractors/eastern-massachusetts/important-documents>

General: Reference Eversource Std. #d3820 "Construction, Material, and Work Specifications for New 15/25 kV Primary Underground Distribution Systems Up To 200 Amps".

- 1) Eversource Std. #c2021 "Primary URD Riser Construction".
- 2) Eversource Std. #c3813 "Installation of Precast Concrete Manholes".
- 3) Eversource Std. #c3814 "Installation of Handholes & Box Pads".
- 4) Eversource Std. #m3801 "Precast Concrete Transformer Foundations – Up to 2500 kVA".
- 5) Eversource Std. #c3801 "Installation of Precast Pad Foundation for 4kV, 15kV, & 25kV Padmounted, Three-Phase Distribution Transformers".
- 6) Eversource Std. #c3802 "Recommended Minimum Clearances from Three-Phase Distribution Transformer Foundation to Buildings, Building Openings, Landscaping or Traveled Way". Please note the information provided within this specification is also applicable to single phase distribution transformer foundations **EVEN THOUGH** it is not specified. Also reference "Information & Requirements for Electric Service (Revised 2009)", page 119, Sketch 10.
- 7) Eversource Std. #c1100 "Distribution Ductbank Construction and Materials".
- 8) Eversource Std. #c4250 "Cooper Padmounted Recloser Installation". Standard available upon request.
- 9) Eversource Std. #c4600 "Primary Metering Construction Standard". Standard available upon request.



Non-Electric Sketch

WO(s): 4412416

AWC: New Bedford

Town(s): Fairhaven

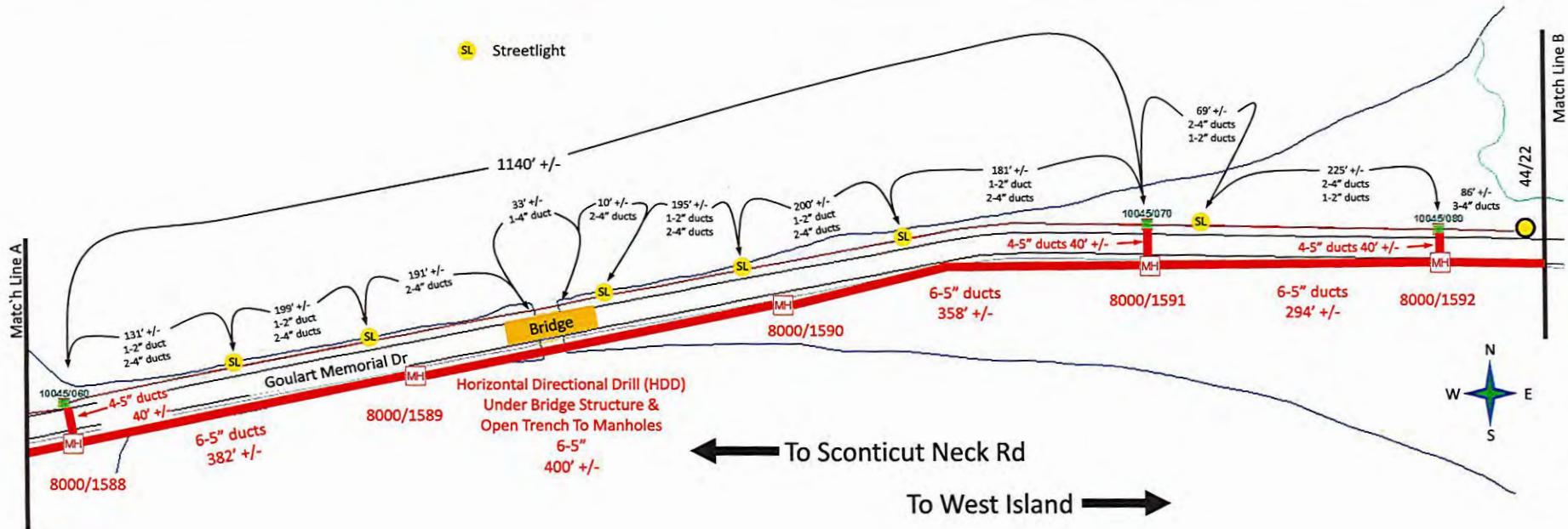
Circuit(s): 2-220-206

Voltage (kV): 13.2

Engineering: Billy Sobieraj

Rev. # - Date: Eng: 2/23/2023

Sheet #: 1 of 2



Non-Electric Sketch

WO(s): 4412416

AWC: New Bedford

Town(s): Fairhaven

Circuit(s): 2-220-206

Voltage (kV): 13.2

Engineering: Billy Sobieraj

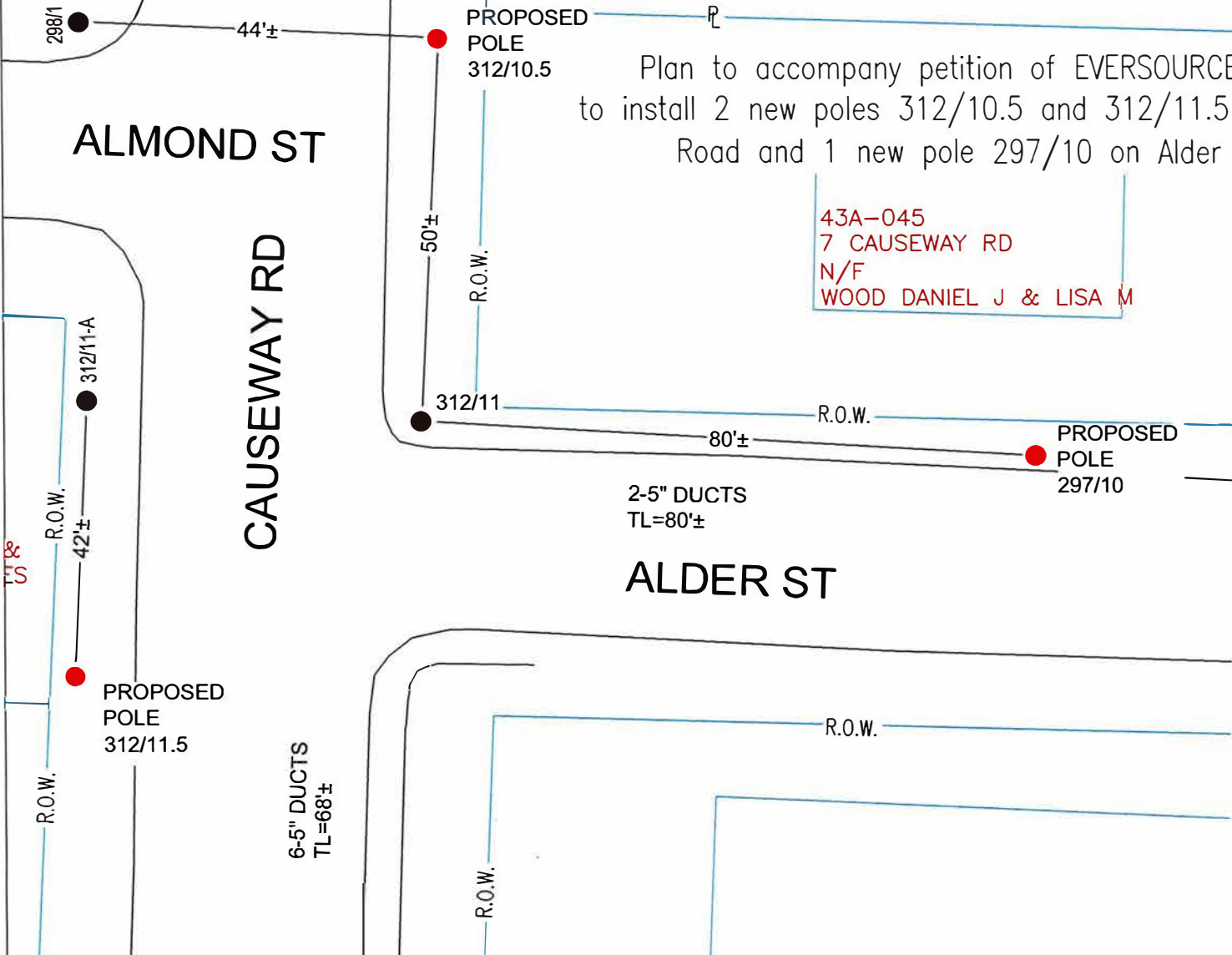
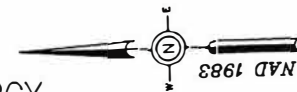
Rev. # - Date: Eng: 2/23/2023

Sheet #: 2 of 2



Grounding Details:

1. Manhole grounding shall be in compliance with Eversource DTR. 76.654 unless otherwise noted.
2. A counterpoise consisting of two (2) 4/0 Cu ground wires shall be installed in the trench base prior to duct/spacer/concrete installation or "pulled in" with the HDD ducts.
3. Each ground wire composing the counterpoise shall be continuous between manholes.
4. At each manhole, each ground wire composing the counterpoise shall be connected to the 4/0 Cu ground ring in two (2) places.
5. All connections associated with the counterpoise ground wire shall utilize an exothermal (Cadweld) connection or Hy Ground connection system.
6. Triangular manholes, if applicable, shall have three (3) ground rods installed equidistant around the manhole and shall be connected to the 4/0 Cu ground ring.

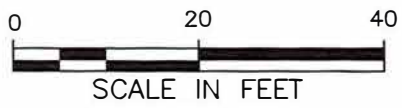


Plan to accompany petition of EVERSOURCE ENERGY to install 2 new poles 312/10.5 and 312/11.5 on Causeway Road and 1 new pole 297/10 on Alder Street.

43A-045
7 CAUSEWAY RD
N/F
WOOD DANIEL J & LISA M

LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- Existing Conduit
- Proposed Pole
- Existing Pole
- ⊠ Proposed Manhole
- ⊠ Existing Manhole



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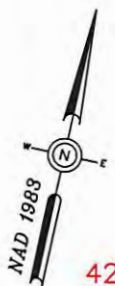
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MASS. LAW

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P# 4412416	EVERSOURCE 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Ward #		
Work Order # 4412416	Plan of ALDER ST, FAIRHAVEN	
Surveyed by: N/A	FAIRHAVEN	
Research by: N/A	Showing PROPOSED POLE LOCATION	
Plotted by: TL	Proposed Structures: TL	
Approved: T THIBAUT	Scale 1"=20'	Date FEBRUARY 23, 2023
P#	SHEET	1 of 1

Plan to accompany petition of EVERSOURCE ENERGY to install 3287'± of conduits, 10 Manholes and 3 Poles on town owned road.



42-019A
50 GOULART MEMORIAL DR
N/F
DAVID CHRISTINE

42-019B
GOULART MEMORIAL DR
N/F
RICARD LEO
C/O RICARD PETER

SHEET 1
SHEET 2

APPROX. 1340'
TO ALCOBIA DR

R.O.W.

R.O.W.

10045/010

10045/010-01

105/18

2-5" DUCTS
TL=40'±

4-5" DUCTS
TL=40'±

105/17

GOULART-MEMORIAL DR

6-5" DUCTS
TL=68'±

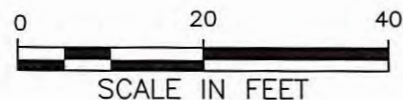
PROPOSED
MANHOLE
8000/1584

42-079
47 GOULART MEMORIAL DR
N/F
RICARD PETER

R.O.W.

LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- Existing Conduit
- Proposed Pole
- Existing Pole
- ⊠ Proposed Manhole
- ⊠ Existing Manhole



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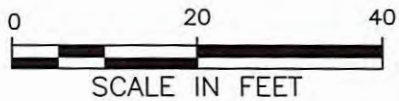
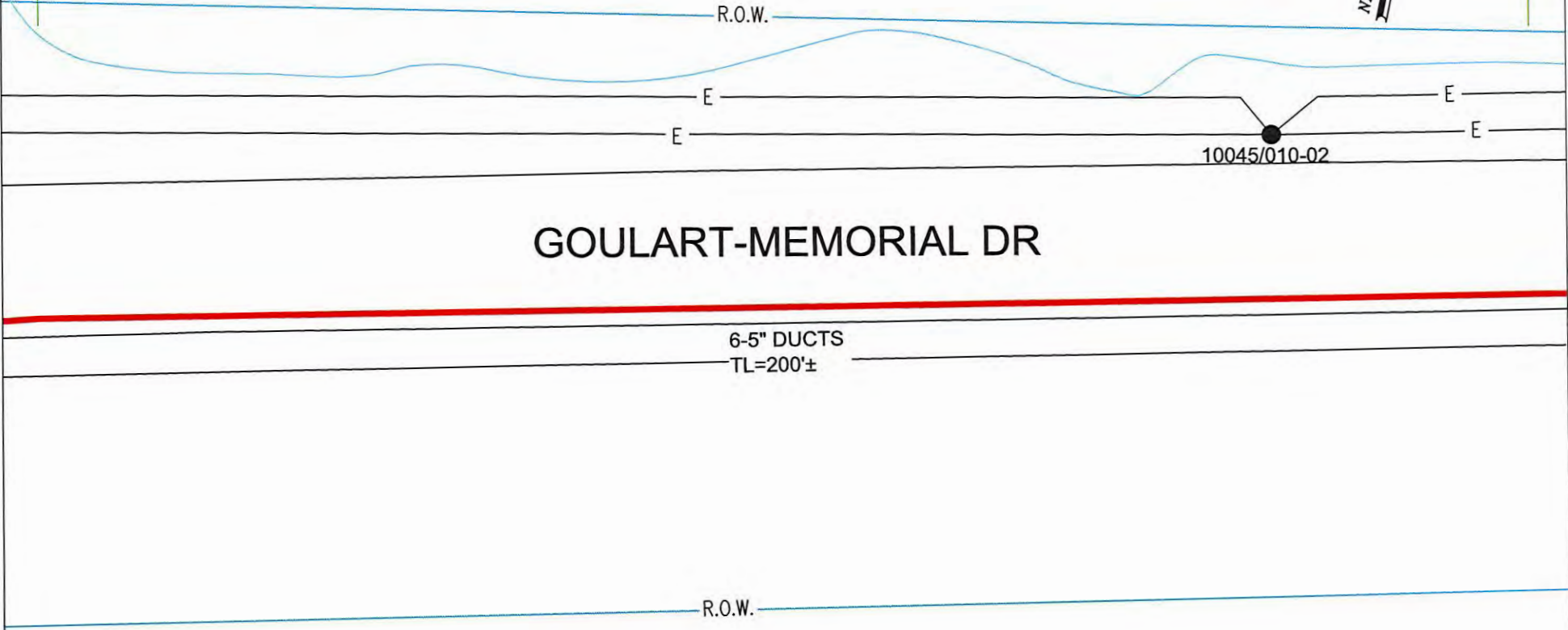
P# 4412416	 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Ward #		
Work Order # 4412416	Plan of GOULART MEMORIAL DR	
Surveyed by: N/A	FAIRHAVEN	
Research by: N/A	Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Plotted by: TL	Proposed Structures: TL	
Approved: T THIBAUT	Scale 1"=20'	Date FEBRUARY 23, 2023
P#	SHEET 1 of 16	

SHEET 1
SHEET 2

42-023
54 GOULART MEMORIAL DR
N/F
RISTUCCIA DONNA



SHEET 2
SHEET 3



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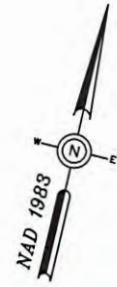
MASS. LAW

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P# 4412416	 1185 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Ward #		
Work Order # 4412416	Plan of GOULART MEMORIAL DR	
Surveyed by: N/A	FAIRHAVEN	
Research by: N/A	Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Plotted by: TL		
Proposed Structures: TL		
Approved: T THIBAUT	Scale 1"=20'	Date FEBRUARY 23, 2023
P#	SHEET	2 of 16

SHEET 2
SHEET 3

42-023
54 GOULART MEMORIAL DR
N/F
RISTUCCIA DONNA



SHEET 3
SHEET 4

R.O.W.

E

E

GOULART-MEMORIAL DR

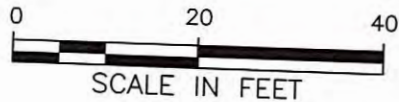


6-5" DUCTS
TL=67'±

PROPOSED
MANHOLE
8000/1585

6-5" DUCTS
TL=168'±

R.O.W.



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P# 4412416
Ward #
Work Order # 4412416

Surveyed by: N/A
Research by: N/A

Plotted by: TL
Proposed Structures: TL

Approved: T THIBAUT
P#



1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of GOULART MEMORIAL DR
FAIRHAVEN

Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS

Scale 1"=20' Date FEBRUARY 23, 2023
SHEET 3 of 16

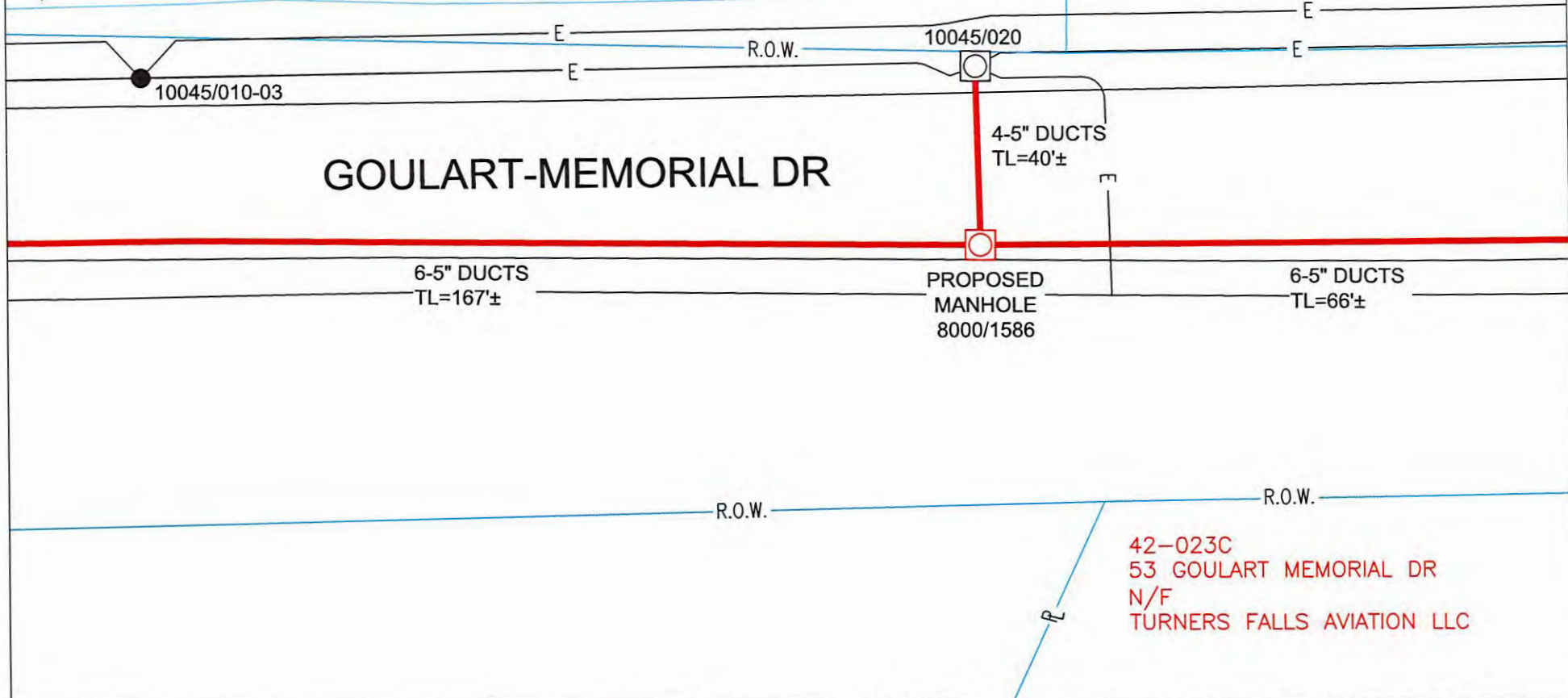
SHEET 3
SHEET 4

42-023
54 GOULART MEMORIAL DR
N/F
RISTUCCIA DONNA

42-023
54 GOULART MEMORIAL DR
N/F
RISTUCCIA DONNA



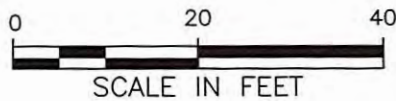
SHEET 4
SHEET 5



GOULART-MEMORIAL DR

PROPOSED
MANHOLE
8000/1586

42-023C
53 GOULART MEMORIAL DR
N/F
TURNERS FALLS AVIATION LLC



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MASS. LAW

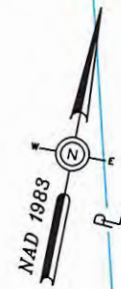
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

P# 4412416
Ward #
Work Order # 4412416
Surveyed by: N/A
Research by: N/A
Plotted by: TL
Proposed Structures: TL
Approved: T THIBAUT
P#

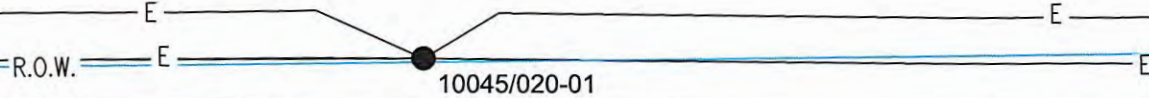
NSTAR EVERSOURCE <small>ELECTRIC d/b/a</small> 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Plan of GOULART MEMORIAL DR FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale	1"=20'
Date	FEBRUARY 23, 2023
SHEET	4 of 16

SHEET 4
SHEET 5

42-023
54 GOULART MEMORIAL DR
N/F
RISTUCCIA DONNA



SHEET 5
SHEET 6

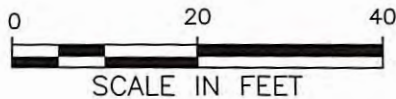


GOULART-MEMORIAL DR

6-5" DUCTS
TL=200'±



42-023C
53 GOULART MEMORIAL DR
N/F
TURNERS FALLS AVIATION LLC



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P# 4412416
Ward #
Work Order # 4412416
Surveyed by: N/A
Research by: N/A
Plotted by: TL
Proposed Structures: TL
Approved: T THIBAUT
P#

NSTAR ELECTRIC EVERSOURCE
d/b/a
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of GOULART MEMORIAL DR	
FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale	1"=20'
Date	FEBRUARY 23, 2023
SHEET	5 of 16

SHEET 5
SHEET 6

42-023B
56 GOULART MEMORIAL DR
N/F
JCR REALTY LLC

SHEET 6
SHEET 7



GOULART-MEMORIAL DR

6-5" DUCTS
TL=66'±

PROPOSED
MANHOLE
8000/1587

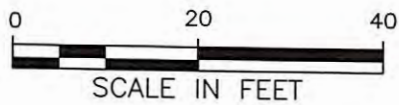
6-5" DUCTS
TL=53'±

R.O.W.

R.O.W.

105/9999

42-023A
88 GOULART MEMORIAL DR
N/F
FAIRHAVEN TOWN OF



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MASS. LAW

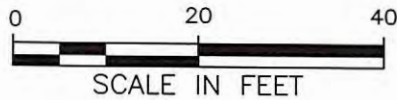
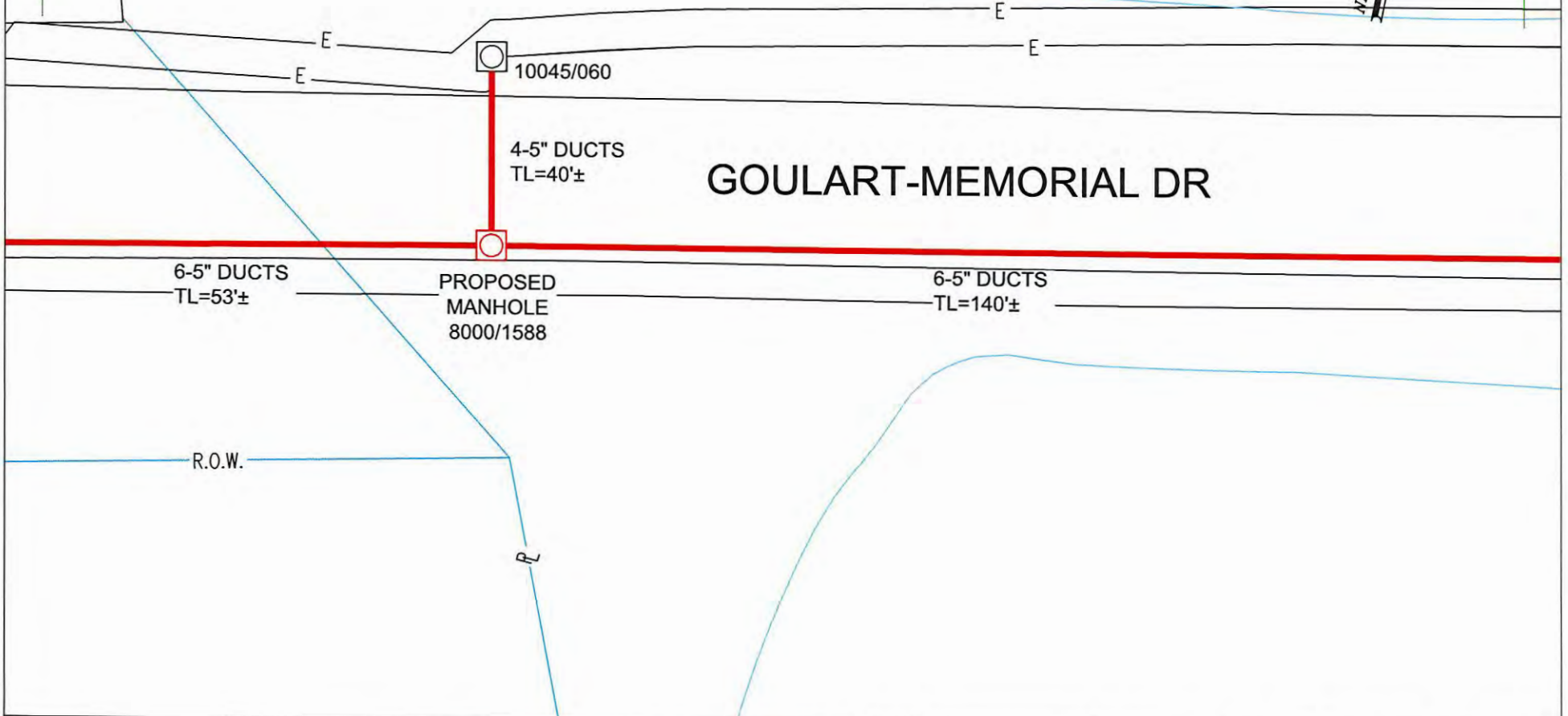
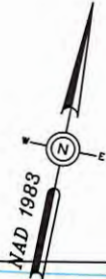
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P# 4412416
Ward #
Work Order # 4412416
Surveyed by: N/A
Research by: N/A
Plotted by: TL
Proposed Structures: TL
Approved: T THIBAUT
P#

 EVERSOURCE <small>d/b/a</small> 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Plan of GOULART MEMORIAL DR FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale	1"=20'
Date	FEBRUARY 23, 2023
SHEET	6 of 16

SHEET 6
SHEET 7

SHEET 7
SHEET 8



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MASS. LAW

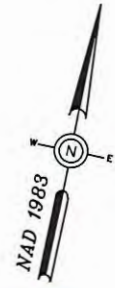
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

P# 4412416
Ward #
Work Order # 4412416
Surveyed by: N/A
Research by: N/A
Plotted by: TL
Proposed Structures: TL
Approved: T THIBAUT
P#

 EVERSOURCE <small>1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125</small>	
Plan of GOULART MEMORIAL DR FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale	1"=20'
Date	FEBRUARY 23, 2023
SHEET	7 of 16

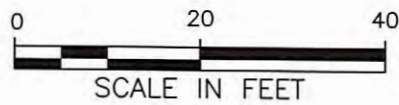
SHEET 7
SHEET 8

SHEET 8
SHEET 9



GOULART-MEMORIAL DR

6-5" DUCTS
TL=200'±



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MASS. LAW

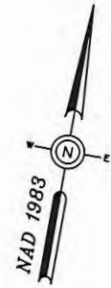
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P# 4412416
Ward #
Work Order # 4412416
Surveyed by: N/A
Research by: N/A
Plotted by: TL
Proposed Structures: TL
Approved: T THIBAUT
P#

 EVERSOURCE <small>d/b/a</small> 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Plan of GOULART MEMORIAL DR	
FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale	1"=20'
Date	FEBRUARY 23, 2023
SHEET	8 of 16

SHEET 8
SHEET 9

SHEET 9
SHEET 10



GOULART-MEMORIAL DR

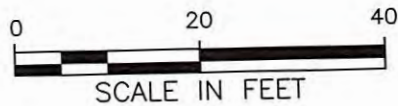
6-5" DUCTS
TL=42'±

PROPOSED
MANHOLE
8000/1589

6-5" DUCTS
TL=187'±

8000/9999

8000/9999



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MASS. LAW

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P# 4412416
Ward #
Work Order # 4412416
Surveyed by: N/A
Research by: N/A
Plotted by: TL
Proposed Structures: TL
Approved: T THIBAUT
P#

NSTAR EVERSOURCE
ELECTRIC
d/b/a

1155 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of GOULART MEMORIAL DR FAIRHAVEN
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS
Scale 1"=20' Date FEBRUARY 23, 2023
SHEET 9 of 16

SHEET 9
SHEET 10

SHEET 10
SHEET 11



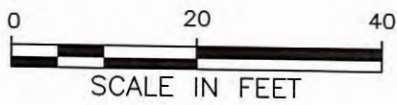
10045/070-03

10045/070-04

GOULART-MEMORIAL DR

6-5
TL-

6-5" DUCTS
TL=200±



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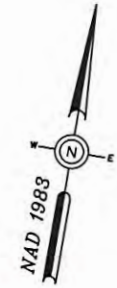
MASS. LAW

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P# 4412416
Ward #
Work Order # 4412416
Surveyed by: N/A
Research by: N/A
Plotted by: TL
Proposed Structures: TL
Approved: T THIBAUT
P#

<p>1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125</p>	
Plan of GOULART MEMORIAL DR FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale 1"=20'	Date FEBRUARY 23, 2023
SHEET 10 of 16	

SHEET 10
SHEET 11



SHEET 11
SHEET 12

10045/070-05

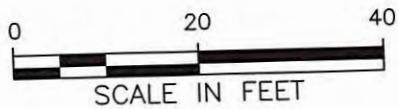
6-5" DUCTS
TL=13'±

GOULART-MEMORIAL DR

PROPOSED
MANHOLE
8000/1590

6-5" DUCTS
TL=179'±

R.O.W.



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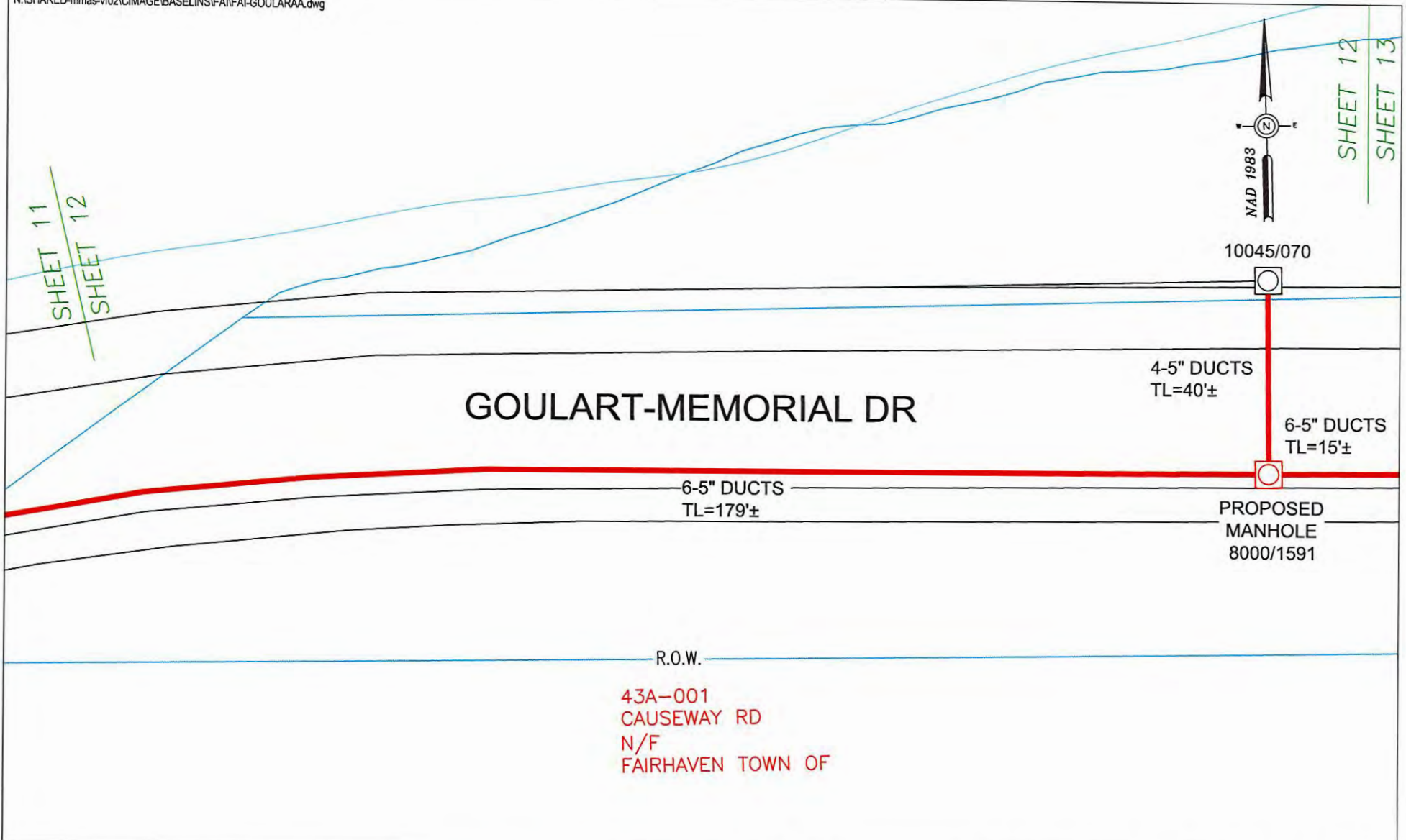
P# 4412416
Ward #
Work Order # 4412416
Surveyed by: N/A
Research by: N/A
Plotted by: TL
Proposed Structures: TL
Approved: T THIBAUT
P#

NSTAR EVERSOURCE

ELECTRIC
d/b/a

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of GOULART MEMORIAL DR FAIRHAVEN
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS
Scale 1"=20' Date FEBRUARY 23, 2023
SHEET 11 of 16



GOULART-MEMORIAL DR

4-5" DUCTS
TL=40'±

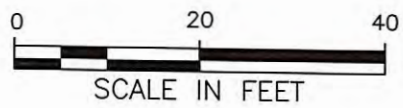
6-5" DUCTS
TL=179'±

6-5" DUCTS
TL=15'±

PROPOSED
MANHOLE
8000/1591

R.O.W.

43A-001
CAUSEWAY RD
N/F
FAIRHAVEN TOWN OF



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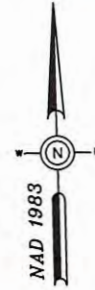
MASS. LAW
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P# 4412416
Ward #
Work Order # 4412416
Surveyed by: N/A
Research by: N/A
Plotted by: TL
Proposed Structures: TL
Approved: T THIBAUT
P#

NSTAR EVERSOURCE <small>ELECTRIC d/b/a</small> 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Plan of GOULART MEMORIAL DR FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale	1"=20'
Date	FEBRUARY 23, 2023
SHEET	12 of 16

SHEET 12
SHEET 13

SHEET 13
SHEET 14



10045/070-01

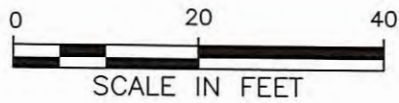
GOULART-MEMORIAL DR

DUCTS
5'±

6-5" DUCTS
TL=200'±

R.O.W.

43A-001
CAUSEWAY RD
N/F
FAIRHAVEN TOWN OF



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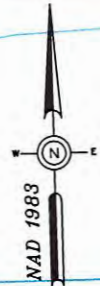
MASS. LAW

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P# 4412416	 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Ward #		
Work Order # 4412416	Plan of GOULART MEMORIAL DR	
Surveyed by: N/A	FAIRHAVEN	
Research by: N/A	Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Plotted by: TL		
Proposed Structures: TL		
Approved: T THIBAUT	Scale 1"=20'	Date FEBRUARY 23, 2023
P#	SHEET	13 of 16

SHEET 13
SHEET 14

SHEET 14
SHEET 15



10045/080 R.O.W.

44/22

4-5" DUCTS
TL=40'±

GOULART-MEMORIAL DR

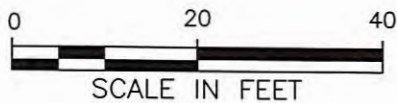
6-5" DUCTS
TL=79'±

PROPOSED
MANHOLE
8000/1592

6-5" DUCTS
TL=117'±

R.O.W.

43A-001
CAUSEWAY RD
N/F
FAIRHAVEN TOWN OF



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P# 4412416
Ward #
Work Order # 4412416

Surveyed by: N/A

Research by: N/A

Plotted by: TL

Proposed Structures: TL

Approved: T THIBAUT

P#

NSTAR
ELECTRIC
d/b/a
EVERSOURCE

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of GOULART MEMORIAL DR
FAIRHAVEN

Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS

Scale 1"=20' Date FEBRUARY 23, 2023

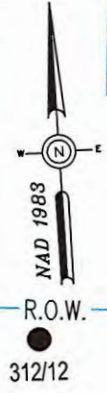
SHEET 14 of 16

SHEET 14
SHEET 15

SHEET 15
SHEET 16

43B-001
2 CAUSEWAY RD
N/F
FAIRHAVEN TOWN OF

43A-002
4 CAUSEWAY RD
N/F
GALLOWAY ARNOLD P
& GAIL L



R.O.W. R.O.W. R.O.W. R.O.W.

44/23

GOULART-MEMORIAL DR

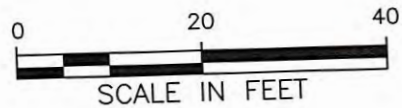
6-5" DUCTS
TL=200'±

R.O.W. R.O.W. R.O.W. R.O.W.

43A-001
CAUSEWAY RD
N/F
FAIRHAVEN TOWN OF

43A-002
1 CAUSEWAY RD
N/F
PILAT MARK & MUI
PAULA TRUSTEES
OF THE PILAT
SIBLINGS REALTY TRUST

43A-003
5 CAUSEWAY RD
N/F
MARTINHO ANTONIO J &
IDALINHO G



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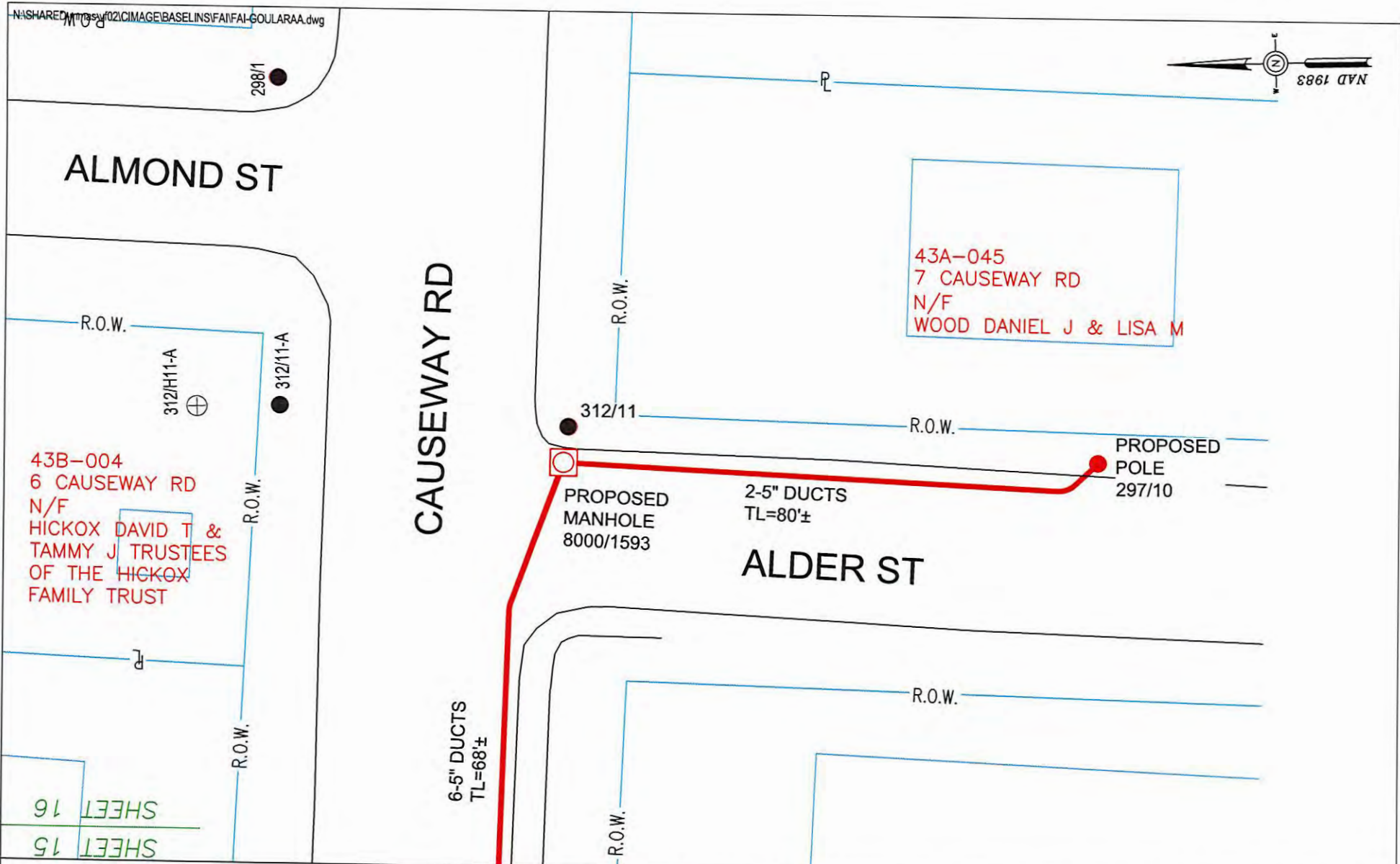
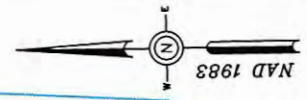
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P# 4412416
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Work Order # 4412416
Surveyed by: N/A
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Proposed Structures: TL
Approved: T THIBAUT
P#

NSTAR EVERSOURCE
ELECTRIC
d/b/a
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of GOULART MEMORIAL DR FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale 1"=20'	Date FEBRUARY 23, 2023
SHEET 15 of 16	



43B-004
6 CAUSEWAY RD
N/F
HICKOX DAVID T &
TAMMY J TRUSTEES
OF THE HICKOX
FAMILY TRUST

43A-045
7 CAUSEWAY RD
N/F
WOOD DANIEL J & LISA M

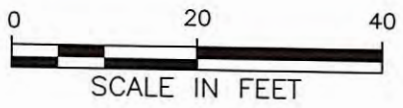
PROPOSED
MANHOLE
8000/1593

2-5" DUCTS
TL=80±

PROPOSED
POLE
297/10

6-5" DUCTS
TL=68±

SHEET 16
SHEET 15



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P# 4412416
Ward #
Work Order # 4412416
Surveyed by: N/A
Research by: N/A
Plotted by: TL
Proposed Structures: TL
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NSTAR ELECTRIC EVERSOURCE 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Plan of GOULART MEMORIAL DR FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale	1"=20'
Date	FEBRUARY 23, 2023
SHEET	16 of 16



Town Administrator Updates

Geoff Haworth

Tue, Mar
21,
4:05 PM

to Linda, selectboard

Good Afternoon,

I have forwarded Michael Kelly's resignation email from the Fairhaven Conservation Commission. We will greatly miss Michael and appreciate his time and commitment to the Commission and its mission over the past two years. With Michael's resignation we now have an open seat on the Commission that will need to be filled. The Commission has three non voting consultant positions. These positions were created to train potential future Commission members. It is my recommendation as Chair that the Selectboard appoint one of those positions to the Commission.

Chelsea has expressed interest in this position and she has attended every meeting for the last year. She is up to date on all filings and Commission business giving her the ability to join the Commission as a voting member without any learning curve. This is critical to a seamless transition. Please reach out to me if you have any questions or concerns. My cellphone number is 508-509-8153.

Thank you,

Geoff Haworth

Chair

Fairhaven Conservation Commission

40 Center St Fairhaven MA 02719

geoffhaworth2@gmail.com 774-202-6358

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

From: **M Kelly** <mjkelly072@gmail.com>

Date: Tue, Mar 21, 2023 at 3:30 PM

Subject: Commission Resignation

To: Geoff Haworth <geoffhaworth2@gmail.com>

Hello Geoff,

With regret, I hereby tender my resignation as commissioner on the Fairhaven Conservation Commission, effective March 21, 2023.

Serving these last two years on the commission has been very rewarding, but unfortunately aspects of my professional and personal life are making it more difficult for me to be a well-informed and dedicated member of the team.

I wish you and the commission well as you continue to perform this important work for our town.

Best regards,
Michael Kelly
14 Weeden Place
Fairhaven, MA 02719

TOWN OF FAIRHAVEN

FINANCIAL MANAGEMENT REVIEW UPDATE

AUGUST 2022



DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

PREPARED BY:

DLS | Financial Management Resource Bureau

100 Cambridge Street, Boston, MA 02114

www.mass.gov/dls

Zack Blake, Bureau Chief

Theo Kalivas, Project Manager



DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Geoffrey E. Snyder
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

August 18, 2022

Select Board
Town Hall
40 Center Street
Fairhaven, MA 02719

Dear Board Members:

I am pleased to present the enclosed Financial Management Review Update for the Town of Fairhaven. It is my hope that our guidance provides direction and serves as a resource for local officials as we work together to build better government for our citizens.

If you have any questions regarding the report, please contact Zack Blake, Technical Assistance Bureau Chief, at (617) 626-2358 or blakez@dor.state.ma.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean R. Cronin".

Sean R. Cronin
Senior Deputy Commissioner

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INTRODUCTION

At the request of the select board, the Division of Local Services (DLS) Financial Management Resource Bureau (FMRB) assessed Fairhaven's implementation of recommendations from our 2012 Financial Management Review and provided new recommendations based on current observations. As part of this update, we conducted interviews with the select board, finance committee, town administrator, finance director/treasurer/collector, accountant, assessor, and information technology director. We reviewed various documents, including the town bylaws, special acts, outside audits, credit rating reports, and other financial records. Throughout this project, we also consulted with the Division of Local Services' Bureau of Accounts (BOA), Bureau of Local Assessment (BLA), and Bureau of Municipal Finance Law (BMFL).

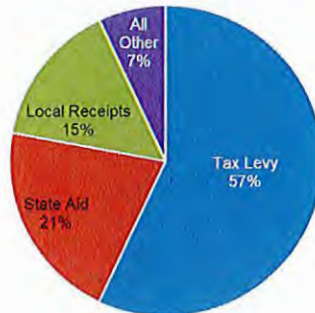
Fairhaven is located on the southern coast of Massachusetts, bordered by New Bedford on the west and Mattapoisett on the east. The town has a long maritime history and was a center of the shipbuilding and whaling industries in the 18th and 19th centuries. Modern-day Fairhaven ranges from dense business and residential areas to rural and agricultural locales along with vibrant seaside attractions. In addition, Fairhaven is the site of the corporate headquarters of the Acushnet Company (parent company of golf equipment brands Titleist, FootJoy, and Pinnacle), a major regional employment center.

The town's economic conditions have not changed dramatically since our original report in 2012. The city's unemployment rate was about 6% in 2020, an improvement from the 8.4% rate in 2012. However, that rate was likely the result of the economic downturn associated with the start of the Covid-19 pandemic in 2020. In 2019, the town had a record low unemployment rate of 3.3%, the lowest in the past 20 years. Despite lower unemployment, the 2023 per capita income of \$32,597 lags the state average of \$48,696 by \$16,099, more than double the gap from 2012 (\$23,399 versus the state average of \$31,265). Similarly, while Fairhaven's Equalized Valuation (EQV) per capita has increased to \$155,891 from \$127,934 in 2012, there is still a sizeable gap of \$86,240 compared to the state average of \$242,131, which is slightly wider than the 2012 gap of \$83,481. Essentially, while unemployment may have seen some improvement in 10 years, per capita income and property valuation continue to lag the rest of the state.

Fairhaven's FY2022 total revenue was about \$65 million, including \$55.2 million in general fund revenue, \$9 million in enterprise fund receipts, and about \$835k in community preservation act surcharges. General fund revenue is made up primarily of the tax levy (57%), state aid (21%), and

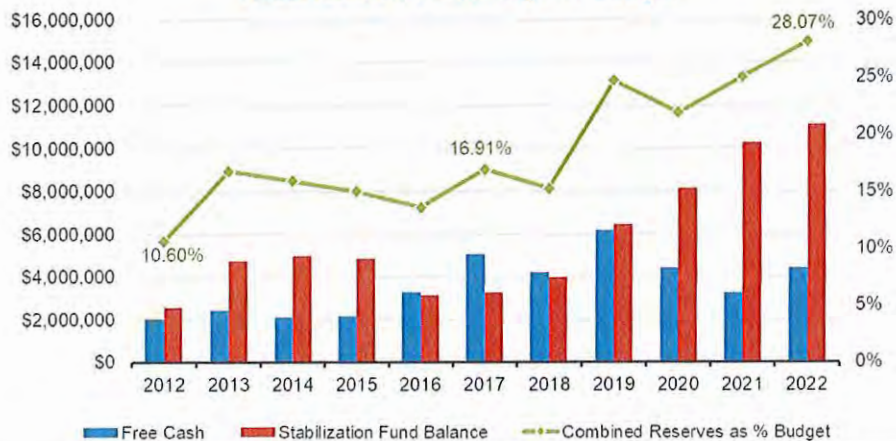
local receipts (15%). Other sources of revenue and available funds account for about 7% of total general fund revenue.

FY2022 General Fund Revenue



Over the past decade, Fairhaven has built up substantial financial reserves, maintaining consistently high levels of free cash and increasing its stabilization fund balance significantly. Healthy reserves are a key indicator for ratings agencies, which in turn can reduce the cost of borrowing for the town. In part because of its ample reserves (as well as for good financial management), Fairhaven received a bond rating of Aa+ from Standard and Poor’s when it refinanced debt from a prior borrowing in September 2021. Maintaining ample reserves and a good rating will be helpful in the future as well, especially since the town is currently evaluating options for constructing a combined fire/police public safety facility that it will need to fund with debt.

Reserves as a Percentage of Budget



Fiscal Year	Budget	Free Cash	Free Cash as % Budget	Stabilization Fund Balance	Stabilization Fund as % Budget	Combined Reserves	Combined Reserves as % Budget
2012	\$ 43,242,276	\$ 2,013,301	4.66%	\$ 2,570,795	5.95%	\$ 4,584,096	10.60%
2013	\$ 42,971,915	\$ 2,448,733	5.70%	\$ 4,750,620	11.06%	\$ 7,199,353	16.75%
2014	\$ 44,549,614	\$ 2,115,828	4.75%	\$ 4,953,577	11.12%	\$ 7,069,405	15.87%
2015	\$ 46,889,884	\$ 2,162,682	4.61%	\$ 4,862,029	10.37%	\$ 7,024,711	14.98%
2016	\$ 47,219,300	\$ 3,286,979	6.96%	\$ 3,130,563	6.63%	\$ 6,417,542	13.59%
2017	\$ 49,216,313	\$ 5,068,586	10.30%	\$ 3,254,710	6.61%	\$ 8,323,296	16.91%
2018	\$ 53,408,692	\$ 4,194,238	7.85%	\$ 3,953,770	7.40%	\$ 8,148,008	15.26%
2019	\$ 51,189,530	\$ 6,187,488	12.09%	\$ 6,431,728	12.56%	\$ 12,619,216	24.65%
2020	\$ 57,202,702	\$ 4,393,392	7.68%	\$ 8,114,944	14.19%	\$ 12,508,336	21.87%
2021	\$ 53,993,124	\$ 3,222,371	5.97%	\$ 10,273,403	19.03%	\$ 13,495,774	25.00%
2022	\$ 55,232,999	\$ 4,411,068	7.99%	\$ 11,094,632	20.09%	\$ 15,505,700	28.07%

Fairhaven's government structure is made up of an executive comprised of a five-member select board and town administrator and a legislative branch in the form of a representative town meeting. The town administrator is responsible for budget preparation as well as for the day-to-day operations of all town departments except the department of public works, which is governed by an elected, five-member Board of Public Works. A thirteen-member finance committee serves as the town's fiscal watchdog and provides budget insight and recommendations for town meeting members. The town's finance committee selection method is not typical, sometimes making the committee unwieldy and creating difficulty finding members with financial expertise. According to town bylaws, there must be two finance committee members from each town meeting precinct, as well as an at large member. A similar method is often used for electing members to a city council, a role that differs considerably in scope and authority from the advisory nature of a finance committee.

Fairhaven's executive structure is the result of implementing most of our recommended structural changes, including the creation of a town administrator position. The town petitioned the Legislature for a special act to create a town administrator, which was passed in November 2014 and adopted at a special town meeting the following December. While ultimately successful, the transition did encounter a few obstacles. In 2015, a seasoned veteran came out of retirement to take on the position as Fairhaven's first town administrator for a period of five years. After his departure the finance director/treasurer/collector was appointed acting town administrator in January 2021 and the board formed a search committee. During this period one of the three members of the select board was recalled, disrupting the interview process so the board could not effectively vote on a town administrator candidate.

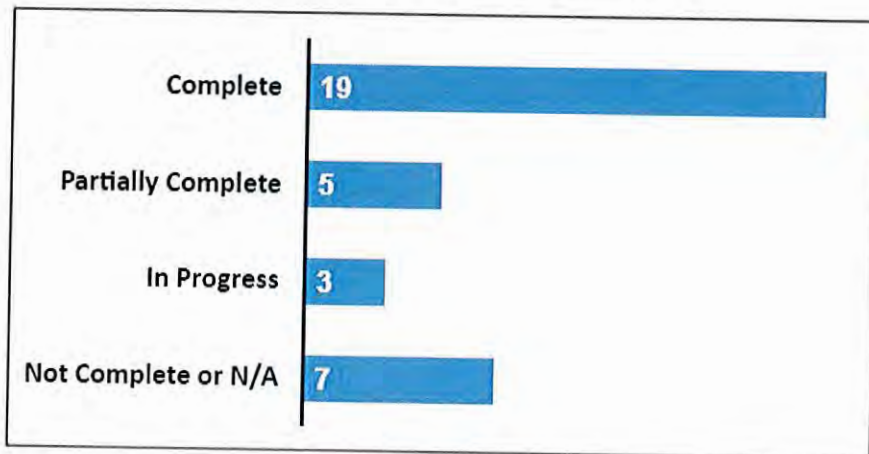
At the time of our visit, the acting town administrator/finance director had been fulfilling the town administrator role for over a year, making it difficult to establish permanent practices and procedures while juggling the considerable workload of managing both the town administrator's office and finance departments, successfully developing the FY2023 operating and capital budgets, as well as administering the town's compliance with Coronavirus Aid, Relief, and Economic Security (CARES) Act and American Rescue Plan Act (ARPA) fund usage. Once the recall process was complete the board was able to repost the town administrator position and restart the search, eventually voting to approve the current town administrator (who started May 4, 2022). With the hiring of the town administrator the finance director has returned to her normal duties and can focus on her primary role as department head and town CFO.

Another significant change in Fairhaven's executive structure is the shift from a three- to five-member select board via a November 2021 special act. One of the two new members has never held local office before, while the other has been a longtime member of the school committee. Both candidates

came into office with a mandate to reexamine business as usual in Fairhaven. Together with a new town administrator, Fairhaven is well-positioned to benefit from the momentum of previous reform to continue improving operations and implementing best practices.

Fairhaven has already made great strides in implementing the FMR, with 27 of the 34 recommendations either complete, partially complete, or in progress. We commend the town for their substantial progress and look forward to the new leadership coming together as a team to tackle the remaining challenges. Please see the table below for a general summary of implementation status. The following pages include a detailed discussion of each recommendation, the town's status in implementing it, and recommendations for next steps or enhancements (if applicable). Following the discussion of prior recommendations, we have several new recommendations intended to improve upon certain aspects of town operations.

Recommendation Status Summary



PRIOR RECOMMENDATIONS

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
1	Establish Position of Town Administrator	Complete	<p>At the time of the FMR, the town operated under a Select Board with an Executive Secretary. At DLS' recommendation, the town began the process of moving to a town administrator form of government via a special act. Fairhaven's Town Administrator Act was approved by the Legislature in November 2014 and adopted via town meeting vote in December 2014. It was subsequently amended in 2020 to clarify and refine certain sections. The act created a department for the Town Administrator comprised of an Administrative Assistant, Clerk, and Marine Resources Administrator (all full time positions).</p> <p>The special act designates the Town Administrator as the chief administrative officer of the town and the agent of the select board, giving the position supervisory authority over all town departments overseen by the select board. Other powers include:</p> <ul style="list-style-type: none"> • Appointing authority over town departments and the ability to reorganize departmental structure. • Assuming the human resources functionality of the personnel board while eliminating that body. • Serving as chief procurement officer. • Negotiating collective bargaining agreements, except for the school department. • Establishing employee compensation packages. • Developing the annual operating and capital budgets and setting a budget calendar. • Developing a Capital Improvement Program. • Monitoring operating and capital budgets. 	Consider expanding staff support for town administrator's duties around human resources and procurement, in line with town bylaws. See New Recommendations.
2	Combine Treasurer and Collector Positions	Partially Complete	The treasurer and collector offices were unofficially combined in 2015, after the incumbent collector's retirement. The finance offices had been organized under a finance director/treasurer at that point, and the finance director simply took on direct supervision of the collector's office and activities. The two offices remain in separate locations in town hall.	<ul style="list-style-type: none"> • Pursue formal integration of the collector/treasurer offices through special act, codifying the desired organizational structure for the future. • As much as feasible, combine treasurer and collector office spaces into one unified department where duties could be spread more efficiently and provide greater opportunity for cross-training.

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
3	Modify Finance Committee	Not Complete	The makeup of the finance committee is set by town bylaw at 13 members, two from each voting precinct and one at large. This number is above-average for a town of Fairhaven's size and officials have noted that it sometimes results in a lack of desired financial expertise on the committee, as well as making engagement and member selection difficult.	<ul style="list-style-type: none"> Consider revising the member selection method in the finance committee bylaw to appointment by the town moderator. The town may wish to convene a government study committee to evaluate the best method of modifying the makeup and selection method of the finance committee.
4	Eliminate Board of Public Works and Personnel Board	Partially Complete	The select board attempted to eliminate the public works and personnel boards the same year of the town administrator act (2014). Ultimately, the vote to eliminate the public works board failed, but the personnel board was disbanded through language in the special act shifting its responsibilities to the town administrator.	<ul style="list-style-type: none"> With the select board's expansion to five members, we recommend revisiting the matter of the public works board. While the DPW seems to function well, having a town department report to a separate board takes it out of the main line of communication and chain of command of town operations. Integrating the DPW into the town administration under the town administrator would allow for closer coordination with the select board's overall goals and allow better communication and cooperation with town departments. For instance, DPW has a GIS program that could be made available to the assessing department, rather than assessing searching for its own vendor.
5	Update Job Descriptions	Complete	In 2018 the town commissioned a pay and classification study with a human resources consultant and is now making plans to have it updated.	N/A
6	Measure Department and Employee Performance	Complete	For all non-union employees there are annual performance reviews tied to their step increases. The performance review takes the form of a one-on-one meeting with the employee's supervisor. At the review, the employee's performance is rated 1 to 5 on the basis of 10 categories drawn from the stated duties in their job description. Other employees are evaluated according to their collective bargaining agreement.	N/A

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
7	Revise New Hire Process	Complete	The town administrator is given primary appointing authority for town department heads (with approval of the select board) in the special act establishing that position, and department heads are given appointing authority over their own staff. The interview practice described in the FMR (where every candidate must first meet with a committee comprised of a select board member, the finance director, and department manager) is no longer in place.	N/A
8	Develop Board of Selectmen Policy Manual	Complete	The board adopted a set of financial policies in September 2016. The policies include a series of fiscal reserves guidelines, financial planning and monitoring guidelines, capital guidelines, use of revenues, capital planning, investment, cash, debt, and other matters of financial administration.	We recommend that the board compare their adopted policies to FMRB's examples and augment their manual where applicable.
9	Adopt Formal Budget Process	Complete	A formal budget process is laid out in the town administrator act as part of that position's core duties under Section 2. This section calls for the town administrator to develop and submit a written budget along with a five-year revenue and expenditure forecast and an accounting of revenues and expenditures for the ensuing fiscal year's budget. The act further calls for each department head to submit a written budget request according to a standard form developed by the town administrator and for the administrator to establish deadlines within a budget calendar. It also directs the town administrator to develop a capital improvement plan.	N/A
10	Establish a Capital Improvement Program	Complete	Fairhaven's capital improvement program is established in a town bylaw. To separate them from the operating budget, the bylaw defines capital projects as "land projects, construction and renovation of buildings, major equipment and machinery purchases, road and drainage reconstruction, and the construction of special facilities such as local school projects, sewer and water mains, and water treatment and sewage disposal facilities." It also sets a cost threshold of \$20k and 5 years of useful life for something to be considered a capital purchase. To evaluate capital projects, the bylaw also establishes the capital planning committee.	N/A
11	Adopt Stabilization and Free Cash Guidelines	Complete	The policy manual adopted in 2016 sets a target balance of 3-5% of the operating budget for free cash and 7% for the stabilization fund, reserving not more than 2% for capital expenditures.	See FMRB's Financial Reserves policy (attached) for comparison and consideration when next reviewing the town's financial policies.

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
12	Devise OPEB Liability Strategy	Complete	The town voted to accept the provisions of MGL Chapter 32B at annual town meeting in May 2011, establishing an Other Post Employment Benefits (OPEB) Liability trust fund through the transfer of \$50,000 from the overlay surplus account. As of a May 2019 special town meeting, the town has reaccepted MGL Chapter 32B as amended by Section 15 of Chapter 218 of the Acts of 2016. The town's plan for funding the liability has been to increase the contribution amount by \$50k annually, starting from the original \$50k contribution. In FY2022 the town appropriated \$350,000 into the OPEB trust.	While Fairhaven has completed the basic steps necessary to begin tackling its OPEB liability (establishing a trust fund and funding it annually) we would encourage the town to also develop a comprehensive OPEB Liability policy, spelling out the nature of the town's financial commitment to annual appropriation into the OPEB trust and identifying sources of revenue for that appropriation. This policy should be part of a broader set of financial policies.
13	Establish a Formal Procedure for Calculating Indirect Costs	Partially Complete	The town accountant maintains a detailed spreadsheet to calculate enterprise fund indirect costs, the bulk of which are related to the water and sewer departments. Since these departments are under the jurisdiction of the board of public works, the select and public works boards must hold discussions and agree to the specifics, which are then calculated by the town accountant.	While the spreadsheet maintained by the accountant consists of line-item details and is thorough and comprehensive, we recommend that the two elected boards (select board and public works) work toward a formal agreement identifying the specific expense categories and the basis for how costs are calculated from them. This would serve to codify calculations that have been reviewed and agreed upon and preserve them for the future. The town may wish to look to FMRB's Indirect Costs Policy as an example (attached).
14	Consider Revenue Sharing Agreement with Schools	Not Complete	As of this writing, the town administration and school department do not have a formal revenue sharing agreement. However, town officials believe that the town and schools work well together and that a formal agreement is not necessary, a position also held by the incoming town administrator. The select board and town administrator have instead focused on developing a working relationship with the school committee and superintendent based on regular communication and trust.	Revenue sharing agreements vary between communities that adopt them, with some more restrictive than others. While a highly prescriptive approach to revenues may not be called for at this time, we would encourage the select board and town administrator to consider establishing certain "ground rules" for how revenues are treated (for instance rules around new and one-time revenues) to provide guidance and avoid potential conflict. These rules can be part of an agreement between the select board and school committee.

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
15	Initiate Department Level Entry of Accounts Payable and Payroll	Partially Complete	<ul style="list-style-type: none"> <li data-bbox="625 203 1325 651">• The town contracts with Harpers for payroll services, which has a remote-entry function that the finance director uses to upload the compiled weekly payroll. Departmental employees can also “punch in” via an online timesheet client called “Web-Time,” which interfaces directly with Harpers. After employees submit their timesheet, it is routed to their department head for review and approval and ultimately approved by the finance director, who transmits the information to Harpers. The payroll administrator in the treasurer’s office reconciles hard copies of timesheet data to Web-Time to correct any errors. Once verified, payroll is finalized by Harpers and sent back to town as a file, which the payroll clerk uploads to VADAR as a payroll warrant. The accountant then reviews the payroll warrant and posts it to the general ledger. We believe that this fulfills the recommendation for remote payroll entry. <li data-bbox="625 656 1325 1117">• Remote-entry of accounts payable into VADAR has been implemented for the town’s larger departments—Water, Sewer, Highway, Park, Sanitation, Police, Fire, Veterans Administration. After departmental submittal through VADAR, accounting reviews invoices and other supporting documentation, then issues checks to complete the AP warrant. The school department has its own software for processing accounts payable. School staff send a file to accounting that is imported into VADAR via a bridge program, after which the process is the same as town AP. For smaller departments, departmental staff send (via interoffice mail) a packet containing a “bills payable” summary sheet along with all invoices and supporting documentation to accounting. Accounting staff then review the packet and data-enter each bill into VADAR. 	The town administration should develop a timeline for all departments to transition to remote entry of payroll and accounts payable. The efficiency gains from moving at least the larger departments to remote entry are significant, but further gains can be made from moving all departments to the same workflow process.

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
16	Implement Purchase Order (PO) System	Not Complete	Procurement in Fairhaven remains decentralized. While the school department has its own separate PO system, the town does not. Departmental purchasing is tracked via invoices, with departments remote-entering purchases into VADAR and attaching the invoice number. However, this is only true for large departments like public works and police and fire. The RFP and bid process is held at the departmental level, with no review or oversight from central management, but the incoming town administrator is MCPPO certified and must approve all major requisitions.	We encourage the town administrator to again consider a PO system that would apply universally to all departments and to the school department, providing another consistent layer of control and better ensuring adherence to procurement laws. We know that VADAR provides a PO module for its accounting software, which would allow much of the PO process to be completed through an electronic workflow. The town should reach out to their vendor and consider whether it would be appropriate to submit an item in a subsequent budget to purchase the software upgrade. For some flexibility, the town may consider establishing a dollar threshold for when a PO is needed (for example, \$5,000), ensuring that small purchases do not become unduly burdensome to process.
17	Hold Department Head and Finance Team Meetings	Complete	The acting town administrator had been holding regular department head meetings during her tenure, and we expect the incoming town administrator will do the same. The finance department also holds regular meetings during budget season to coordinate tasks, ensure deadlines are being met, and discuss challenges and how to resolve them.	N/A
18	Solicit Audit Services	Complete	The town has contracted with the accounting firm Melanson for an annual audit since 2012 and has arranged for the firm to periodically rotate its assigned auditor to maintain a fresh perspective.	Switching auditors every 8 – 10 years is generally best practice, bringing long-standing issues to light more effectively. Fairhaven has been with Melanon for 10 years, so the town may want to consider a new audit firm.
19	Revise Finance Reserve Request Procedures	Complete	Fairhaven now has a standardized, form-based process in place for requests from the finance committee's reserve fund. Departments must fill out the form and submit it to the finance director, who compiles and summarizes all requests and submits them to the town administrator for approval. The town administrator may approve, modify, or deny requests, and then forwards approved requests to the finance committee for a vote.	N/A
20	Transfer Custody of all Municipal Bank Accounts to Treasurer	Complete	When DLS made this recommendation in 2012 the treasurer and collector positions were separate. The recommendation referred specifically to four separate deposit accounts maintained by the collector independently of the treasurer, but the de facto combination of the collector into the finance director/treasurer/collector position in 2015 effectively brought these accounts under the treasurer's control. Money is turned over from these accounts via a bank transfer performed by the finance director/treasurer/collector.	N/A

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
21	Review Payment Plans and Develop Plan to Resolve Tax Title Backlog	Complete	The finance director/treasurer/collector makes it a point to set aside time to work on the tax title backlog and actively works out payment plans with delinquent taxpayers. In October 2021, the town held a foreclosure auction for multiple properties that led to a return of \$1.5 million for the town. The finance director is planning to hold another auction within the year for the properties that did not sell in the October auction.	N/A
22	Review Payroll Procedures	In Progress	<p>Fairhaven still has much to do in following our recommendations on payroll, but we acknowledge that this depends on outcomes of the collective bargaining process, and we encourage the town to continue pushing for changes in that context. The recommendation called for (a) adopting a biweekly payroll, (b) enabling remote departmental entry of timesheets, (c) halting the practice of paying withholdings through a vendor warrant, (d) having the police department calculate its off-duty detail payments, and (e) no longer sending lists of employee withholdings to departments.</p> <p>a) The town has not yet transitioned to biweekly payroll, and a handful of employees receive physical checks rather than direct deposit.</p> <p>b) As described in the review of recommendation 15, the town has remote-entry enabled for departmental timesheets through Harpers and Web-Time.</p> <p>c) Payroll withholdings are still paid through a vendor warrant, but federal and MA tax and Medicare deductions are automatically withdrawn.</p> <p>d) The police department now calculates off-duty detail payments and submits this information with the weekly payroll, in line with our recommendation. Off-duty outstanding balances are submitted to accounting quarterly for reconciliation.</p> <p>e) Accounting no longer sends withholding information to individual departments.</p>	<ul style="list-style-type: none"> • Where not governed by a collective bargaining agreement, implement mandatory direct deposit. • Continue to pursue mandatory direct deposit and biweekly payroll during collective bargaining negotiations.
23	Integrate and Expand Geographic Information Systems (GIS)	In Progress	The assessing department website provides a link to the MassGIS website where users can navigate to Fairhaven and look up parcel data. However, the assessing department does not have its own GIS provider and still relies largely on paper maps. Assessing is currently in discussions with the planning department to find a way to integrate its GIS software with assessing. As noted above, the DPW also has its own GIS vendor.	<ul style="list-style-type: none"> • Evaluate the GIS needs of planning, assessing, and public works. • Find a GIS vendor that can meet the needs of all three departments and consolidate the town's GIS capability under one vendor. • Include the IT director in the process and manage the software implementation through the IT Department.

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
24	Format Bill Envelopes	In Progress	At present, residential tax bills are still addressed to the old owner "care of" the new owner, resulting in potential returned mail and unpaid tax bills when old owners have mail forwarded to their new address. However, the finance director and the assessor are in the process of reaching out to VADAR and to the town's bill printer to review options for reformatting the bills to only show the new owner's name through the bill envelope, preventing the issue with returned mail.	N/A
25	Abandon Practice of Updating Hard Copy of Property Record Cards	Not Complete	The assessing department continues to update physical property record cards after inspections. When going into the field to do an inspection, the assessor prints the parcel's entry in Patriot and brings it with him to the inspection to note changes. When returning to the office, the changes on the printout are entered into Patriot, but the marked-up printout is then filed away physically. As long as proper back-up procedures are in the place for the CAMA system, the annotated printout is duplicative to the parcel entry in Patriot and leads to an unnecessary use of filing space and diversion of staff time.	We continue to recommend that the assessing office halt the practice of filing away what are essentially the assessor's inspection notes. Instead, the department should rely solely on the Patriot CAMA system and print hard copies as necessary. During our discussions with the assessor, he mentioned future plans to find a vendor that would allow for equipping staff with tablets that could allow for the remote entry of permit inspection data in the field, bypassing the need to create a hard copy entirely. We encourage the town to consider pursuing this under the guidelines of Chapter 30b and eventually propose an enhancement to the appropriate line item to allow for the purchase of such a service.

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
26	Execute Service Contract (IT)	Complete	<p>In 2012, Fairhaven's IT needs were met by a consultant. At the time, we recommended signing a service contract with the consultant establishing each party's rights, obligations, methods of dispute resolution, and scope of services. With the formation of an in-house Information Technology Department, we consider the recommendation implemented.</p> <p>The IT department is a joint town-school department, with the director reporting to both the town administrator and the school superintendent and funded within the town's operating budget but operationally situated within the school department. The department is made up of the director, a network administrator, and two full-time techs, and until recently included a social-media position. The techs fulfill a help-desk type role for department personnel and manage requests through a web-based ticketing system called Spiceworks. Within the department is a \$30k budget item to replace town and school hardware and software, and the department also manages the town's photocopier service contracts. The IT director also serves as the system administrator for VADAR and is responsible for adding new users and setting up permissions.</p>	N/A
27	Store Backups Offsite (IT)	Complete	The IT department has implemented a backup routine for town data, with regular backups stored at the LeRoy Wood School. Incremental backups occur daily, and full backups weekly. In addition, there are weekly offsite backups to servers in the high school.	N/A
28	Adopt Four-Year Replacement Schedule for Computer Equipment (IT)	Complete	The IT director maintains an inventory of hardware assets and replaces them according to a 5-year refresh cycle. Recently, the department has focused on updating employee workstations. Purchases are made from a line item in the department's operating budget.	N/A
29	Maintain Log of Maintenance Requests (IT)	Complete	The IT department's cloud-based help desk application (Spiceworks) manages incoming ticket requests and allows IT techs to sort, categorize, and respond to them in order of priority, as well as to keep track of repeat issues.	N/A

#	Recommendation	Status	Comments	Suggested Enhancements/Next Steps
30	Outline Disaster Recovery Plan (IT)	In Progress	There is no disaster recovery plan currently in place, but the IT director is evaluating grant opportunities to fund the development of one.	The Select Board should consider applying for a Community Compact IT Grant to secure funding for a consultant to develop a disaster recovery plan and for any other eligible IT purposes. Please see mass.gov/how-to/apply-for-a-community-compact-it-grant for more information, including how to apply and deadlines for application.
31	Complete Five-Year Financial Forecast (DPW)	N/A	While the department of public works is governed by a separate board the select board cannot directly enforce any management practices on the department. We recommend continuing to work toward bringing the DPW under the management of the select board and town administrator.	N/A
32	Implement Rate Adjustments at the Start of the Fiscal Year (DPW)	N/A	See Rec 31.	N/A
33	Issue Utility Bills on a Monthly Cycle (DPW)	N/A	See Rec 31.	N/A
34	Pursue Outstanding Amounts Due (Natural Resources Dept)	Complete	The original report called on the harbormaster to pursue past due amounts for fishing vessels at Union Wharf, citing lax collection practices. Since then, responsibility for these receipts has been transferred to the treasurer/collector's office, who have implemented standard delinquent account procedures in line with all other collections.	N/A

NEW RECOMMENDATIONS

Plan for Succession in Accounting Department

We recommend Fairhaven plan for the eventual succession of its town accountant. Under the direction of the town administrator, the accountant should review how personnel complete core tasks and how well these align with their job descriptions. With this information, the department can take the following key steps:

- Develop procedure manuals with step-by-step instructions, prioritizing the most critical tasks. The town should reach out to vendors for training and support materials if use of proprietary software (such as SoftRight or Patriot) is key to fulfilling an employee's job duties.
- Confer with peer communities regarding departmental operating structure and their experience hiring and retaining qualified candidates.
- Research the viability of regional agreements or outsourcing for certain services, as appropriate.

Cross Train the Accounting Clerks - Fairhaven's accounting personnel consists of the town accountant and two part-time accounts payable clerks, one working 19 hours per week and the other 11 hours. The clerks are not cross trained in each other's or the accountant's primary duties and focus their time on processing accounts payable warrants.

We recommend that the accountant evaluate which of her duties may be appropriate to cross train one or both clerks in for the sake of continuation of service in the case of an unexpected absence. In addition, relevant professional development opportunities should be made available to both clerks. If appropriate, the accountant should consider preparing one of the clerks for elevation to assistant town accountant. Otherwise, any future vacancies in the office should be filled with an assistant town accountant position in mind.

Consider an Assistant Town Accountant - We recommend establishing a position of assistant town accountant. Accounting is a key financial office responsible for maintaining a community's general ledger, processing financial transactions, and producing the reports necessary to develop the annual budgets, among other tasks. Even a relatively short vacancy in the office can set the town back significantly for vital tasks such as closing out the year or submitting the balance sheet to DLS, which

can lead to delays in certifying free cash. The specific duties and responsibilities of such a position should be left to discussions between the town accountant and town administrator, but the position should provide for sharing many of the day-to-day responsibilities of the office and prepare the incumbent to fill the town accountant role in the accountant's absence. With an assistant town accountant taking on some routine tasks, the accountant would be better able to look ahead to long-term departmental goals and to providing support during the budget process (such as with revenue and expenditure projections or other research as needed).

Establish a Joint Grants Management/Procurement Position in Town Administrator's Office

We recommend the town consider hiring a full-time position jointly responsible for grants management and procurement support in the town administrator's office. As a grants manager, the position would be responsible for researching grant opportunities, writing and preparing materials for grant submissions, communicating with grantors, and ensuring that grant funds are distributed appropriately. As procurement support, the incumbent could conduct initial review of requisitions before the town administrator, be a liaison with departments, and provide the town administrator with general administrative support regarding procurement. Since the town administrator is MCPPO certified and is the town's chief procurement officer (CPO) she can exercise final review over all procurement issues. We recommend that the town hire an MCPPO certified individual or, upon hire, provide the employee with the opportunity to attain MCPPO status.

Include the IT Director in Budget Meetings

We recommend including the IT director in any regular budget-related meetings held by the finance director and finance department heads. Information technology has taken on an outsized importance in the administration of municipal budgeting, with accounting, treasury, collections, and assessing relying on a suite of inter-connected applications and databases to fulfill their intended functions. When these systems are in conflict or not working as intended, it can be extremely disruptive to the normal processes of financial management, including errors in tax billing or delays in the budget process. The presence of the IT director will make the finance team more efficient at identifying issues before they occur or solving unforeseen problems. In addition, enhancements to service in these departments (as well as many others) often have an IT component, and the IT director's expertise will be advantageous in evaluating their worth to the town.

Provide Monthly Year-to-Date Revenue and Expenditure Reports to the Select Board

We recommend that the town administrator or finance director provide the select board with monthly updates on the town's expenditures relative to appropriations and revenue collections relative to estimates. This will ensure that the board remains generally informed on the financial state of the town and is made aware of any budget issues that may require action or their considerations. These updates could be in the form of a line-item report for each expenditure item as it appears before town meeting, showing the amount of the total appropriation, the amount expended as of the end of the month, the percentage expended of the total appropriation, and the remaining available for expenditure. A separate section should show revenue items in the form and amounts used to balance the budget for submission to DLS in the tax recapitulation process, with total amount estimated, amount collected as of the end of the month, percentage collected of the total, and the amount uncollected. On a quarterly basis, the administrator may consider adding the report as an item on the select board's meeting agenda and making a brief presentation on where the town stands on expenditures and revenues as of the end of that quarter.

Engage a Consultant to Assist with ARPA Compliance

We recommend the town engage the services of a suitable consultant (while adhering to all procurement laws covered in MGL Chapter 30) to help with processing the necessary paperwork for the receipt and use of federal funds in accordance with the American Rescue Plan Act (ARPA) of 2021. Like many small and medium-sized towns in the commonwealth, Fairhaven's financial departments run lean and there is little room for additional tasks beyond daily operations and budget development. Keeping current with ARPA compliance has been a significant burden on town staff and hiring an outside manager would relieve pressure on the town's ability to maintain normal operations. We understand that the town has been evaluating a few options for hiring an ARPA consultant, and we would encourage the board to make it a priority.

Consider Hiring a Human Resources Generalist or Human Resources Director

We recommend the town consider creating a position of human resources generalist in the town administrator's office. With the town administrator's assumption of all duties previously relegated to the personnel board, additional staff support would help ensure that she does not become unduly burdened by administrative tasks related to human resources and can focus on broader policy-level issues. We should note that Chapter 61 of Fairhaven's bylaws calls for the town administrator to "appoint a Human Resources Director who by experience and education is qualified to administer this chapter and any plans, policies, rules or regulations promulgated pursuant to this chapter." The

bylaw goes on to require the establishment of a personnel system for the administration of personnel records, recruitment methods, maintaining classification and compensation plans, and personnel policies. Hiring an additional full-time position to meet this need is justified considering the administrative burden in developing and maintaining such a system. In addition, with personnel costs generally in excess of 70% of a municipal budget, a human resources manager is critical to mitigating the risks associated with labor-related legal issues and effectively managing related costs. A human resources generalist could be later developed into a human resources director, depending on the select board's interpretation of the Personnel bylaw.

ACKNOWLEDGEMENTS

In preparing this Review, DLS spoke with the following individuals:

<u>Name</u>	<u>Position</u>
Stasia Powers	Select Board Chair
Leon E. Corry III	Select Board Vice Chair
Robert J. Espindola	Select Board Member
Padraic Elliott	Finance Committee Chair
Angie Lopes-Ellison	Town Administrator
Wendy Graves	Finance Director/Treasurer/Collector
Anne Carreiro	Town Accountant
Delfino Garcia	Principal Assessor
Chris Camara	IT Director

SAMPLE POLICIES

FINANCIAL RESERVES

PURPOSE

To help the Town stabilize finances and maintain operations during difficult economic periods, this policy establishes prudent practices for appropriating to and expending reserve funds. With well-planned sustainability, the Town can use its reserves to finance emergencies and other unforeseen needs, to hold money for specific future purposes, or in limited instances, to serve as revenue sources for the annual budget. Reserve balances and policies can also positively impact the Town's credit rating and consequently its long-term borrowing costs.

APPLICABILITY AND SCOPE

Applies to:	<ul style="list-style-type: none">▪ Select Board, Finance Committee, Town Administrator, and Capital Planning Committee in their budget decision-making roles▪ Finance Director and Board of Assessors job duties
Scope:	<ul style="list-style-type: none">▪ Goals for and appropriate use of general reserves, including free cash, stabilization funds, and overlay surplus

POLICY

The Town is committed to building and maintaining its reserves to have budgetary flexibility for unexpected events and significant disruptions in revenue-expenditure patterns and to provide a source of available funds for future capital expenditures. Adherence to this policy will help the Town withstand periods of decreased revenues and control spending during periods of increased revenues. The Town will strive to maintain overall general fund reserves (i.e., free cash and stabilization funds combined) in the level of 10 to 15 percent of the annual operating budget.

A. Free Cash

The Division of Local Services (DLS) defines free cash as "the remaining, unrestricted funds from operations of the previous fiscal year, including unexpended free cash from the prior year." DLS must certify free cash before the Town can appropriate it.

The Town will strive to realize year-to-year free cash certifications equal to three to five percent of the annual general fund budget. To achieve this, the Finance Director with assistance from the Town Administrator will propose budgets with conservative revenue projections, and department heads will carefully manage their appropriations to produce excess income and budget turn backs. As much as practicable, the Town will limit its use of free cash to building reserves, funding nonrecurring costs (i.e., one-time expenditures, such as capital projects and emergencies), and offsetting the Town's unfunded liabilities. Furthermore, the Town will strive to keep its year-end unappropriated free cash balance at a minimum of 33 percent of the annual certification.

B. Stabilization Funds

A stabilization fund is a reserve account allowed by state law to set aside monies to be available for future spending purposes, including emergencies or capital expenditures, although it may be appropriated for any lawful purpose. The Town has established four stabilization funds, as detailed below.

General Stabilization: The Town will endeavor to achieve and maintain a minimum balance of six to eight percent of the current operating budget in its general stabilization fund. Withdrawals from the fund should only be used to mitigate emergencies or other unanticipated events that cannot be supported by current general fund appropriations. When possible, withdrawals of funds should be limited to the amount available above the six percent minimum target. If any necessary withdrawal drives the balance below this minimum, the withdrawal should be limited to one-third of the fund's balance, and the Town Administrator will develop a detailed plan to replenish the fund to the minimum level within the next two fiscal years.

Special Purpose Stabilization Funds:

- **Capital Stabilization:** This fund's minimum target level shall be one to two percent of the general fund budget. By sustaining funding in this type of reserve, the Town can balance debt with pay-as-you-go practices and protect against unforeseen capital costs.
- **Assessor Stabilization:** Established to offset annual interim-year valuation adjustments and the costs associated with the five-year revaluation process. This stabilization is funded through an appropriation of free cash every five years.
- **Water Emergency & Capital Stabilization:** Established to offset future costs to the water enterprise fund infrastructure.

C. Retained Earnings

The finances of the Water, Sewer, and Trash Departments are managed under individual enterprise funds, separately from the general fund, which allows the Town to effectively identify each operation's true costs—direct, indirect, and capital—and set user fees at levels sufficient to recover them. Under this accounting, the Town may reserve each enterprise fund's generated surplus (referred to as retained earnings) rather than closing the surplus to the general fund at year-end.

For each enterprise fund, the Town will maintain a minimum reserve amount of 25 percent of the operation's total budget, which represents three months' worth of expenditures. These reserves shall be used to provide rate stabilization and to fund major, future capital projects. Whenever any major infrastructure improvement is being planned for any enterprise operation, it may be necessary to revise its minimum target upward. To maintain the target reserve levels for the enterprise funds, the Water/Sewer Commissioners must annually review, and when necessary, adjust user rates.

D. Overlay Surplus

The purpose of the overlay reserve is to offset unrealized revenue resulting from abatements and exemptions. It can be used for other purposes only after it is determined to have a surplus. Therefore, unlike the other types of general fund reserves, this policy does not set a funding target for the

overlay. Rather, each year as part of the budget process, the Board of Assessors will vote to raise an overlay amount on the annual tax recapitulation sheet based on the following:

- Current balance in the overlay account
- Five-year average of granted abatements and exemptions
- Potential abatement liability of cases pending before, or on appeal from, the Appellate Tax Board
- Timing of the next DLS certification review (scheduled every five years)

At the conclusion of each fiscal year, the Board of Assessors will submit to the Town Administrator and Finance Director an update of the overlay reserve with data that includes, but is not limited to, the gross balance, potential abatement liabilities, and any transfers to surplus. If the balance exceeds the amount of potential liabilities, the Select Board may request that the Board of Assessors vote to declare those balances surplus and available for use in the Town's capital improvement plan or for any other one-time expense.

REFERENCES

[M.G.L. c. 40 § 5B](#)

[M.G.L. c. 59 § 25](#)

[M.G.L. c. 44 § 53F½](#)

Monson's policies on Capital Planning and Forecasting

DLS Best Practices: [Free Cash](#), [Reserve Policies](#), and [Special Purpose Stabilization Funds](#)

DLS Informational Guideline Releases 08-101: [Enterprise Funds](#), 17-20: [Stabilization Funds](#), and 17-23: [Overlay and Overlay Surplus](#)

Government Finance Officers Association Best Practices: [Fund Balance Guidelines for the General Fund](#) and [Working Capital Targets for Enterprise Funds](#)

EFFECTIVE DATE

This policy was adopted on [date].

INDIRECT COST ALLOCATION

PURPOSE

To reimburse the general fund for all expenditures incurred on behalf of the water, sewer, and trash enterprise funds, this policy provides guidelines for equitably calculating and allocating those indirect costs.

APPLICABILITY AND SCOPE

Applies to:	<ul style="list-style-type: none">▪ Town Administrator, Finance Director, and Water/Sewer Superintendent job duties▪ Finance Director, Treasurer/Collector in their related administrative functions▪ Select Board, Finance Committee, and Town Administrator in their budget analysis and decision-making responsibilities
Scope:	<ul style="list-style-type: none">▪ Encompasses the analysis, calculation, and accounting of the water, sewer, and trash enterprise fund indirect costs

Background

Under authority established in [M.G.L. c. 44 § 53F½](#) the accounting transactions for the water, sewer, and trash enterprise funds are recorded and managed separately from the general fund. Revenues and expenses are not commingled with those of any other governmental activity, and consequently there are separate financial statements for each. Consolidating each enterprise funds direct and indirect costs, debt service, and capital expenditures into its own distinct, segregated fund allows the Town to demonstrate to the public the true, total cost of providing the service.

POLICY

As part of the annual budget process, the Finance Director will calculate the indirect costs to the general fund of the water, sewer, and trash enterprises and review them with the Town Administrator and Water/Sewer Superintendent. The Town Administrator, Finance Director, and Water/Sewer Superintendent will annually agree in writing to the indirect cost allocation methods and amounts prior to finalizing the budget. Indirect cost expenses will be determined using the most up-to-date cost information available to the Finance Director at that time. Based on the results, the Finance Director will record transfers between the relevant funds annually by June 15 of each fiscal year. The Finance Director will maintain written procedures detailing the costs and their calculation methodologies.

A. Cost Categories

The indirect cost calculation will account for the following enterprise-related expenditures budgeted in the general fund:

- Water, sewer, and trash department **personnel costs** for active and retired employees, including pensions, insurances, Medicare taxes, unemployment, and workers' compensation
- **Administrative services** performed on behalf of the enterprise's department by other departments, such as:

- Accounts payable, payroll, and general ledger services provided by the Accounting Department
- Collections, banking, investment, tax title, benefits, and payroll services provided by the Treasurer/Collector Department's
- Personnel administration services provided by the Treasurer's Department
- The following **expenses**:
 - Information technology costs
 - Vehicle and property insurances
 - Legal services
 - Independent audit services
 - Actuarial services related to other postemployment benefits (OPEB)
 - Other costs that may be agreed to and documented

The Finance Director will calculate indirect costs based on the most recent fiscal year's appropriations and using either the actual, proportional, estimated support, or transactional methodology (described in Section B below) as appropriate for the particular cost category.

B. Explanation of Calculation Methodologies

1. **Actual cost**, involves identifying the specific costs attributable to the enterprise based on documented schedules or bills payable, including debt service and insurance premiums.
2. The **proportional** method is a straightforward calculation of the utility's net-of-debt budget as a percentage of the total combined net-of-debt budget of the utility and the general fund. The resulting percentage is then applied against the total budget (including employee benefits) of each Town department that provides support to the utility or against the total cost of the specific type of expenditure.
3. A department or official may be able to provide a reasonable **estimate of support** (i.e., an estimate of the work hours spent supporting the utility). For example, the Finance Director estimates an average of two hours weekly, or five percent of her time, on water, sewer, and trash-related activities (e.g., creating warrants, bookkeeping). This percentage would then be applied against the Finance Director's salary and benefits, including health and life insurance, Medicare, retirement, and any workers' compensation.

$$\frac{\text{Hours worked on enterprise activities per year by individual(s)}}{\text{Total hours worked per year by individual(s)}} \times \text{Salary and benefits of individual(s) working on enterprise activities} = \text{Indirect Departmental Salaries}$$

4. The **transaction-based** method is calculated based on the number of transactions attributed to a service as a percentage of the whole. An example would be the total sewer bill collections processed by the Treasurer/Collector's Office as a percentage of the total number of collections of all types processed by that office. This percentage is applied against the Treasurer/Collector's total budget,

including health and life insurance, Medicare, retirement, and any workers' compensation attributable to the department.

$$\frac{\text{Number of enterprise-related transactions}}{\text{Total number of all like transactions processed by the non-enterprise department}} \times \text{Total budget plus benefits of the department processing the enterprise transactions} = \text{Indirect Departmental Salaries}$$

C. Calculations by Cost Category

The text in this section provides sample calculations for discussion purposes. Before adopting this policy, Section C should be reviewed and updated as necessary, and it should be expanded for any other costs that may be agreed to, such as information technology, legal services, etc.

1. **Health and Life Insurances**

Costs for health and life insurances will be calculated using the actual method by adding up the actual amounts paid by the Town for the participating enterprise employees during the current fiscal year.

2. **Medicare**

The Town's Medicare cost represents the employer match of the Medicare tax charged to employees hired after April 1, 1986. Using the actual cost method and based on employee W-2s, the costs will be calculated as 1.45 percent of the total gross wages paid by the Town on behalf of eligible enterprise fund employees during the preceding calendar (not fiscal) year.

3. **Retirement**

Indirect pension costs will be calculated using the proportional method. The Town's total annual contributory retirement assessment is multiplied by the respective proportion of each of the total enterprise fund department employee's compensation to the total employee compensation as reported to the Public Employee Retirement Administration Commission.

4. **Audit**

External audit costs will be based on the proportional method. The water, sewer, and trash enterprise fund departments shall pay the proportion of the cost of the Town's annual independent audit based on effort of the Town's independent auditor.

5. **Administrative Services**

The indirect costs for enterprise-related administrative services performed by the Accounting, Treasurer/Collector, and Town Administrator Departments will be calculated using the estimate of support method. It will be based on each department's annual estimate of the time required to perform the services for each enterprise fund.

REFERENCES

[M.G.L. c. 44 § 53F½](#)

Division of Local Services Informational Guideline Release 08-101: [Enterprise Funds](#)

Government Finance Officers Association Best Practices: [Indirect Cost Allocation](#) and [Evaluating Service Delivery Alternatives](#)

EFFECTIVE DATE

This policy was adopted on [date].

OTHER POSTEMPLOYMENT BENEFITS LIABILITY

PURPOSE

To ensure fiscal sustainability, this policy sets guidelines for a responsible plan to meet the Town's obligation to provide other postemployment benefits (OPEB) for eligible current and future retirees. It is designed to achieve generational equity among those called upon to fund this liability and thereby avoid transferring costs into the future.

APPLICABILITY AND SCOPE

Applies to:	<ul style="list-style-type: none">▪ Select Board, Finance Committee, and Town Administrator in their budget decision-making duties▪ Bartholomew & Company (Investment Manager)▪ Treasurer/Collector and Finance Director job duties
Scope	<ul style="list-style-type: none">▪ Budget decisions related to the Town's OPEB liability▪ Liability mitigation

BACKGROUND

In addition to salaries, the Town compensates employees with benefits earned during years of service to be received upon retirement. One such benefit is a pension, and another is a set of retirement insurance plans for health, dental, and life, which are collectively referred to as other postemployment benefits, or OPEBs. OPEBs represent a significant liability for the Town that must be properly measured, reported, and planned for financially.

POLICY

The Town is committed to funding the long-term cost of the benefits promised its employees. To do so, the Town will accumulate resources for future benefit payments in a disciplined, methodical manner during the active service life of employees. The Town will also periodically assess strategies to mitigate its OPEB liability. This involves evaluating the structure of offered benefits and their cost drivers.

A. Accounting for and Reporting the OPEB Liability

The Finance Director will obtain actuarial analyses of the Town's OPEB liability every two years and will annually report the Town's OPEB obligations in the financial statements that comply with the current guidelines of the Governmental Accounting Standards Board. The Town Administrator will ensure that the Town's independent audit firm reviews compliance with the accounting and reporting provisions of this policy as part of its annual audit and reports on these to the Select Board.

B. Trust Management and Investment

The Town has established an OPEB Trust Fund and designated as its trustee the Treasurer. As fund custodian, the Treasurer/Collector will manage the OPEB Trust Fund in conformance with the Town's

investment policy and the state's prudent investor laws. On an annual basis, the Town will analyze its option to invest the OPEB trust with the [State Retiree Benefits Trust Fund](#).

The Town has chosen Bartholomew & Company as its investment manager. To make sure Bartholomew & Company follows the OPEB and Investment policies, the Finance Director will do the following:

- Meet with the investment manager at least semiannually to monitor the performance of the fund and the compliance with the Town's policies.
- Monitor the fund's performance by comparing the investment manager's results to a blended benchmark to be determined in conjunction with the investment manager.
- Rebalance the portfolios at least annually or more frequently if appropriate.
- Review the OPEB policy every year to ensure it remains in compliance with governing regulations.

C. Mitigation

On an ongoing basis, the Town will assess healthcare cost containment measures and evaluate strategies to mitigate its OPEB liability. The Finance Director will monitor proposed laws affecting OPEBs and Medicare and analyze their impacts. The Treasurer/Collector will regularly audit the group insurance and retiree rolls and terminate any participants found to be ineligible based on work hours, active Medicare status, or other factors.

D. OPEB Funding Strategies

To address the OPEB liability, decision makers will analyze a variety of funding strategies and subsequently implement them as appropriate with the intention of fully funding the obligation. The Town will derive funding for the OPEB Trust Fund from taxation, free cash, and any other legal form. To ensure that the Town's enterprise operations remain self-supporting, the Water & Sewer Commissioners will factor their OPEB contributions into the setting of user fees.

Achieving full funding of the liability requires the Town to commit to funding its actuarially determined contribution (ADC) each year. Among strategies to consider for funding the ADC:

- Annually appropriate at least \$50,000 from the levy toward the general fund OPEB liability.
- Appropriate annually increasing dollar amounts or percentages of yearly revenues for the general fund and three enterprise fund operations.
- Determine and commit to appropriating an annual portion of free cash.
- Transfer unexpended funds from insurance line items to the OPEB Trust Fund.
- Appropriate amounts equal to the Town's Medicare Part D reimbursements.
- Once the pension system is fully funded, on a subsequent annual basis, appropriate to the OPEB Trust Fund the amount equivalent to the former pension-funding payment or the ADC, whichever is less.

REFERENCES

[M.G.L. c. 32B, § 20](#) and [20A](#)

[M.G.L. c. 44, § 54](#) and [55](#)

[M.G.L. c. 203C](#)

Monson Investment Policy

Division of Local Services Information Guideline Release 19-10 [Other Postemployment Benefits Liability Trust Fund](#)

GASB Statements 75: [Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions](#) and 74: [Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans](#)

Government Finance Officers Association Best Practice: [Ensuring Other Postemployment Benefits \(OPEB\) Sustainability](#)

EFFECTIVE DATE

This policy was adopted on [date].



March 27, 2022

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

Subject: Availability of Release Notification Form & Permanent Solution
RTN 4 - 29676
F/V Jack M
IVO The Union Wharf
Fairhaven, Massachusetts, 02719

Town Administrator,

Apex Companies, LLC is writing to notify you, in accordance with 310 CMR 40.1403(3) of the Massachusetts Contingency Plan (MCP), of a release estimated to be about one hundred gallons of marine diesel fuel to the surface water of New Bedford-Fairhaven Harbor, from the fishing vessel Jack M, in the area located along the bulkhead at the Union Wharf at 1 Union Street, Fairhaven, Massachusetts.

On January 28, 2023, MassDEP was notified by a National Response Center Incident Report filed by the PRP. The report stated that there was a crack in the fuel line of the Jack M fishing vessel that caused the release of diesel fuel. MassDEP contacted PRP who stated they had hired Frank Corp. Environmental Services (Frank Corp.) for clean-up. MassDEP personnel arrived at the spill location and met with the Fairhaven Harbor Master (HM), the Fairhaven Fire Department (FD), the United States Coast Guard (USCG), Todd LaFreniere of Frank Corp., and representatives for the PRP Doug Simmons (boat captain) and John Murray (owner). The FD and HM had investigated the extent of the release and deployed absorbent pads and booms at 7 or 8 locations prior to MassDEP arriving at the Site.

At the time of the cleanup activities, Ms. Margaret Cote was present at the Release area to observe Disposal Site conditions and to verify that the owner of the vessel had taken the necessary response actions in response to the Release and that no evidence of recoverable oil remained present on the surface water. Ms. Cote traveled with MassDEP, the USCG, and others to each collection point, and discussed the clean-up plan, which involved deployment of absorbents 1-2 times per day for the next 3 days or until the spill was recovered.

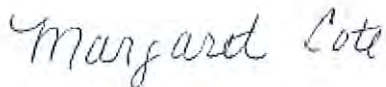
Based on the results of the response actions conducted, the Disposal Site was determined to be consistent with Background conditions and requirements of a Permanent Solution with No Conditions were able to be met.

Details regarding the assessment and cleanup activities can be found in the November 2022 Release Notification Form and Permanent Solution Statement with No Conditions. This report is available for public review online at the MassDEP Waste Site/Reportable Release File Viewer found at [Energy & Environmental Affairs Data Portal \(state.ma.us\)](https://energyandenvironmentalaffairs.data.mass.gov/). Public involvement opportunities are available under 310 CMR 40.1403(9).

If you have any questions regarding this matter, please contact Molly Cote – Licensed Site Professional (LSP) for the Site, at (508) 802-3063.

Sincerely,

Apex Companies LLC



Margaret (Molly) Cote, LSP #5710
Senior Scientific Manager

Apex Companies LLC



Kyle Fortin
Program Manager

Attached: Disposal Site Boundary Plan



Select Board Action Items

Committee Liaison assignments
Meeting Protocol review

Board	Name	Title	Voting Member
Affirmative Action Officer	Angie Lopes Ellison	Ex-Officio	NO
Belonging Committee	Leon Correy	Liaison	NO
Bikeway Committee	Bob Espindola	Ex-Officio	YES
Bristol County Advisory Board	Stasia Powers	Ex-Officio	YES
Broadband Study Committee	Bob Espindola	Ex-Officio	YES
Cable Advisory Committee	Stasia Powers	Ex-Officio	YES
Capital Planning Committee	Stasia Powers	Liaison	NO
Contract Compliance Officer	Angie Lopes Ellison	Ex-Officio	N/A
Commission on Disability	Marcus Ferro	Ex-Officio	YES
Dog Park Study Committee	Keith Silvia	Ex-Officio	YES
Economic Development Committee	Leon Correy	Ex-Officio	YES
Fair Housing Coordinator	Charlie Murphy	Liaison	NO
Historical Commission	Keith Silvia	Ex-Officio	YES
Lagoa Friendship Pact Committee	Charlie Murphy	Ex-Officio	YES
Local Emergency Planning Committee	Angie Lopes Ellison	Ex-Officio	YES
Marine Resources Committee	Keith Silvia	Ex-Officio	YES
Millicent Library Board of Trustees	Leon Correy	Ex-Officio	YES
Rogers Reuse Committee	Keith Silvia	Liaison	NO
Sister City Committee	Charlie Murphy	Ex-Officio	YES
Southcoast Bikeway Allaince (SBCA)	Bob Espindola	Ex-Officio	YES
SRPEDD	Bob Espindola	Ex-Officio	YES
Southeastern Regional Transit Authority Board (SRTA)	Leon Correy	Ex-Officio	YES

list updated and approved on 04/8/2022

**Fairhaven Select Board
-Meeting Protocols 2022-
Effective July 1, 2022**

Protocol 1 – Meetings

Regular meeting of the Select Board shall be held in the Banquet Hall, Town Hall, at 6:30pm on the FIRST and THIRD Monday of each month, except when one of said Monday falls on a legal holiday or town hall closure; the Select Board shall meet on the following day in such an event. Calls for special meetings may be made at any time by the Town Administrator or the Select Board Chair. Members ought to be present at the time of the opening of the meeting. The Chair may cancel meetings when appropriate.

Protocol 2 – Organization and Chair selection

The Select Board shall hold its organizational meeting in The Banquet Hall at the first regular meeting after a municipal election. The Town Administrator shall preside over the nomination and election proceedings for Chair, Vice Chair and Clerk. The newly elected Chair will preside over the remainder of the meeting.

Protocol 3 – Acceptance of The Meeting protocols

At the same meeting as the reorganization, the Chair will review and vote to accept the meeting protocols. A majority vote is required to adopt the protocols. The previous year's protocol will remain in affect until a new one is accepted.

The Chair presides over all meetings. In the absence of the chair, the vice chair shall resume the role. All members shall preserve decorum and order and await recognition by the chair to speak. Parliamentary Protocols may be applied when meetings fall out of order.

Protocol 4 – Seating

The seats of the members of the Select Board, shall be numbered 1-4 with the chair at the centre seat. Seats 1 and 2 are to the right of the Chair and seats 3 and 4 are to the left. Select Board members (except the Chair with centre seating) will draw numbers to determine seating assignment.

Protocol 5 – Action and Motions

Every action of the Select Board shall require a motion or vote. If a vote is not taken, the action is moot and considered a discussion. After a motion is requested by the Chair, it shall be acted upon by the Select Board unless withdrawn by the mover before an amendment or decision.

Every member present at Select Board meetings shall vote yea or nay when a motion is put unless excused on the grounds of clear and real conflict of interest by which the member can request to abstain from the vote and state the reason for obtaining.

Protocol 6 – Public participation

Member of the public may address the Select Board regarding items on the current

agenda, if the Chair so deems it appropriate. Those wishing to do so, shall wait to be acknowledged by the Chair, shall identify themselves by name and address, shall make their remarks brief but the chair may limit and confine the time to no longer than two (2) minutes. The comments shall be void of personalities, libellous remarks and innuendo, and shall limit their remarks to matters of municipal interest.

During any portion of the meeting members of the public shall not verbally, non-verbally, or illustratively, utilize racial, ethnic, religious, age, sexual preference, gender or disabilities, slurs or connotations during their remarks. The Chair shall rule a member of the public, who uses such slurs, connotations, libellous remarks or innuendo out of order and no longer recognize the individual to speak.

Protocol 7 – Public Comment

Near the end of every meeting an open forum will be conducted. During the Public Comment, any member of the public may address the Select Board regarding city business, concerns and events that were not mentioned in agenda. Those wishing to do so, shall wait to be acknowledged by the Chair, shall identify themselves by name and address, shall confine their remarks to a total of two (2) minutes and shall avoid personalities, libellous remarks and innuendo, and shall limit their remarks to matters of municipal interest.

Protocol 8 – Conduct of Members, Officials, and public

Members, officials, and public, when about to speak, shall initially address the Chair using the phrase "through the Chair," shall confine themselves to the question under debate, and shall avoid all personalities and libel comment. Any individual, who may be mentioned in debate or addressed by another member, shall be so mentioned or addressed by their title and or name (ex. Mr/Ms. Last name); and in an intelligible, respectful, and professional manner. No member or official shall speak out of their turn without leave of the Chair, nor shall any member be interrupted by another while speaking except to make a point of order or request for explanation.

Protocol 9 – Board Member Items:

Select Board members may offer items of information or discussion of informal matters during at this forum. Items brought up here may be requests for agenda items as well as various announcements of interest.

Protocol 10 – Agenda Items, Material and Supporting Documentation

All action and discussion item containing matters for consideration by the Select Board shall be affirmed by the Chair. Meeting material request by the public must be submitted to the Chair or Town Administrator on the second Monday for the third Monday meeting and on the last Monday of the month for the following Monday meeting. Select Board meeting material and request shall be submitted by the Wednesday before the first and third Monday.

Protocol 11 – Committee Liaison and Assignments

Committee liaison of the Select Board shall be appointed annually by consensus of the members at the reorganization meeting. Each committee shall have one

liaison. Select Board members may participate in assigned committee but may not be a voting member.

Select Board members may also be assigned to other committees as needed.

Select Board liaisons may make an informational report to the board during Committee Liaison Reports on the Meeting Agenda.

Protocol 12 – Public Hearings

At every Public Hearing meeting of the Select Board, other than executive sessions, citizens of the town, shall have reasonable opportunity to be heard regarding any matter being considered during the public hearing by the Select Board at such meeting. Citizens shall observe the same rules of conduct required in Protocol 6, 7 and 8: i.e. they shall address the Chair, confine themselves to the question under debate, and avoid personalities, libellous statements and innuendo.

Protocol 13 Process of Seeking Legal Opinion

If a Select Board member want a legal opinion from Town or Labor Counsel, they must provide a communication to the Town Administrator with an explanation of what they are looking for and what they have done to date to take advantage of freely available information. The Town Administrator will determine if counsel is needed. If the Town Administrator denies the request, the member may request an agenda action item vote of the Select Board membership to request that the Town Administrator seek said legal opinion.

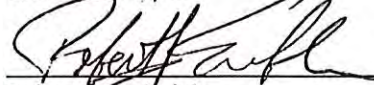
As attest to and agreed upon on this 23rd day of May, 2022 by



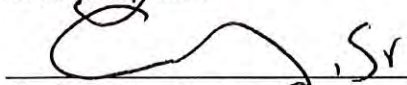
Stasia Powers, Chair



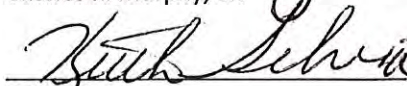
Leon E. Correy III



Robert J. Espindola



Charles K. Murphy, Sr.



Keith Silvia



Appointments:

- **Town Clerk: Elisabeth Horan**
- **Board of Public Works: Travis Rapoza**
- **Council on Aging: Jacqueline Kenworthy**



TOWN CLERK'S OFFICE

FAIRHAVEN, MASSACHUSETTS

C 3

TOWN HALL · 40 CENTER STREET · FAIRHAVEN, MA 02719
TELEPHONE: 508-979-4023 x 3 · EMAIL: CLERK@FAIRHAVEN-MA.GOV

April 14, 2023

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

To the Members of the Select Board:

I have been the Assistant Town Clerk for almost two years. The Town Clerk has resigned, the position of Interim Town Clerk has been offered to me and I have chosen to accept the position.

I truly believe that my experience as Assistant Town Clerk will benefit me as the Interim Town Clerk and look forward to the opportunity.

Thank you for your support.

Sincerely,

Elisabeth E. Horan
Assistant Town Clerk

*Town of Fairhaven
Board of Public Works*

*5 Arsene Street
Fairhaven, Massachusetts 02719
TEL. 508-979-4030
FAX. 508-979-4086
bpu@fairhaven-ma.gov*



To: Leon Correy, Selectboard Chair
From: Brian Wotton, Board of Public Works Chair *Brian Wotton*
Subj: Board of Public Works Vacancy
Date: April 12, 2023

By means of this correspondence, please be advised that the Board of Public Works, at their meeting of March 13, 2023, unanimously voted for and supports Travis Rapoza to be appointed to fill the vacancy created when Marcus Ferro resigned from his position as Board of Public Works Commissioner.

MEMORANDUM

From: Travis Rapoza

Date: April 13, 2023

Re: Application for The Board of Public Works

How long have you been a Fairhaven resident? 24 years

What Board(s) or Committee(s) are you interested in joining? Board of Public Works.

What is your reason for joining? I have been on the Board of Public works for approximately 7 months. As I am already very familiar with how the Board functions as well as its roles and duties, I believe I can continue to serve Fairhaven well by being again appointed to this vacancy.

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

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

Economic Development Committee - 1 year.

Board of Public works - 7 months.

Interests and Qualifications:

-I served as member of Board of Public Works for the past ~7 months.

-I have a track record of introducing interventions to solve complex problems, as I showed during my service year working in New Bedford through the AmeriCorps VISTA program, as well as my current work as a Program Manager for the Police Assisted Addiction and Recovery Initiative (PAARI), where I am part of an organization that helps police departments adopt and sustain non-arrest pathways into treatment in recovery for those struggling with substance use disorder across the entire country.



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

MEMORANDUM

To: Angie Lopes Ellison, Town Administrator

From: Martha Reed, COA Director

Date: April 11, 2023

Re: Request to have Select Board approve new COA Board Member

Attached please find a letter from Jacqueline Kenworthy of 7 Jarvis Avenue in Fairhaven to serve on the COA Board of Directors. Jackie is an active member of the town's Bell Committee and the Lions Club. She has been a volunteer at the COA for 16 years, and for 14 years she helped prepare the COA's newsletter, as well as maintaining the COA website. I think she would make an excellent addition to the COA Board of Directors. If possible, could this appointment be added to the 4/18/2023 Select Board Meeting Agenda?

Thank you.

Jacqueline Kenworthy
7 Jarvis Avenue
Fairhaven, MA 02719

April 11, 2023

Martha Reed, Director
Fairhaven Senior Center
229 Huttleston Avenue
Fairhaven, MA 02719

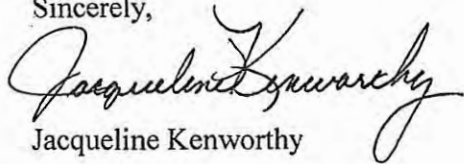
Dear Ms. Reed:

I understand there is a vacancy on the Senior Center Board of Directors and would like to be considered to fill the opening.

I have volunteered at the Center for 14 years preparing the monthly newsletter and maintaining the Fairhaven Senior Center Department's web page on the Town's site. My experience has led me to have a good understanding of the Center's goals and programs.

Please consider me to fill the board's vacancy, so I may be part of the Fairhaven Senior Center as it continues to grow as a great asset for the Town of Fairhaven.

Sincerely,


Jacqueline Kenworthy



Set Special Election Date and ballot text



Town Hall use policy amendment



TOWN OF FAIRHAVEN

FAIRHAVEN TOWN HALL AUDITORIUM RULES AND REGULATIONS

The Fairhaven Town Hall Auditorium (the "Auditorium") is available to non-profit, civic, charitable and governmental organizations for cultural or educational purposes, and for private events¹, but not for the purpose of partisan use to influence elections for office or ballot questions. However, Town government's (the "Town") programs and functions will have first priority in the scheduling of events in the Auditorium. Otherwise, the Auditorium will be reserved on a first come first served basis.

The following rules and regulations must be observed in the use of the Auditorium:

1. All requests for use of the Auditorium must be submitted to the Board of Selectmen (the "Selectmen") on the Application for Auditorium Use form at least 45 days in advance of the requested event date.
2. The applicant is required to sign and complete the Auditorium License Application, the Release and Indemnification Agreement, and an acknowledgement that they have read, understood and agreed to comply with these rules and regulations
3. Nothing shall be sold, given, exhibited, advertised or displayed without prior permission of the Selectmen.
4. Use of the Auditorium shall be limited to the hours of 8:00a.m. to midnight and no event may extend beyond 12 midnight or be held on any other day unless permission is granted by the Selectmen.
5. No scenery shall be installed that is nailed or otherwise attached to any floors or walls of the stage or Auditorium. Set pieces, platforms, etc. must be free-standing or hung from overhead grid. No decorations may be stapled, tacked or tied to any Auditorium walls or fixtures. No walls or floors of the stage may be painted or otherwise altered. No scenery shall be installed that blocks safe access to stage or Auditorium doors or fire exits. If scenery or backdrop curtains, teasers, side legs, etc. are hung from overhead grid, all such materials must be removed following the production, and the Auditorium's drops, curtains, etc. must be re-hung in the correct positions. All scenery materials, curtain fabrics and decorations must meet fireproof or flame retardancy regulations of Massachusetts and/or Federal and/or local code. All such materials may be subject to inspection and approval, and any such installation may be subject to inspection. Under no circumstances shall scenery or other property of a using organization be stored in the Auditorium without

¹ Private Events are defined as those functions that are closed to the general public and an admission fee is not charged. It includes such events as weddings, reunions, and birthday/anniversary parties. Use of the auditorium by private parties for the purpose of selling services and/or products is not permitted.

express permission, and in no event when such storage will interfere in the use of the Auditorium by the Town. All scenery and electrical equipment and any equipment supplying light, sound, atmospheric, i.e., water based fog machines, or similar effects must be inspected and approved by the Chief of the Fire Department and the Building Inspector or their designees prior to the use of the stage or Auditorium. Pyrotechnic displays or artificial smoke of any sort are strictly prohibited.

6. The applicant shall be held responsible for the preservation of order and shall secure all licenses and permits require for public performances, including the provision for a police detail if required by the Selectmen or the Chief of Police and food preparation and serving licenses as required by the Board of Health. Unless waived by the Board of Selectmen, Police details shall be required at all events to be attended by two hundred or more persons, all events serving alcoholic beverages, and any other events which the Selectmen determine to require a police officer to maintain public order and safety. The applicant is responsible for the cost of police security. The applicant shall be required to provide liability insurance coverage and rented property insurance coverage, each in the amount of not less than \$1,000,000, naming the town as additional insured. Proof of coverage must be provided to the Town Administrator at least seven days prior to the date of the scheduled event.
7. Consumption of Alcoholic Beverages in the Auditorium may be allowed by the Board of Selectmen under the following provisions: If the applicant intends to sell alcoholic beverages at the event, the applicant must apply for and be granted a Special "one day" license pursuant to M.G.L. Chapter 138, Section 14 and the Rules and Regulations for Special "one day" licenses of the Board of Selectmen's, acting in their capacity as the Local Licensing Authority. If the applicant intends to serve alcoholic beverages but not charge for them, the applicant must obtain a special events insurance policy that provides for liquor liability coverage in the amount of not less than \$1,000,000 and that names the Town as an additional insured. Proof of coverage must be provided to the Town Administrator at least seven days prior to the date of the scheduled event.
8. Consumption of Marijuana in any form or manner is prohibited.
9. A custodian will be required to be on duty during the event and thirty minutes prior to and following the event. The applicant is responsible for the cost of custodial services at the prevailing rate.)
10. Unless waived by the Board of Selectmen, the applicant is responsible for paying in advance at least seven days prior to the event, an Auditorium Use Fee at a rate of \$50 per hour with a minimum of three (3) hours per event for non-profit, civic, charitable and governmental organizations for cultural or educational purposes and \$150 per hour with a minimum of three hours per event for private events, plus the cost of custodial services as determined by the Town Administrator
11. A refundable security deposit in the form of a certified check made out the Town of Fairhaven and in the amount of the total rental fee shall be submitted at least seven days prior to event. (if the rental fee is waived by the Town, the security deposit shall be equal to the amount of the rental fee if the fee had not been waived) The Town, at its sole discretion, may deduct from this security deposit any and all funds necessary to make repairs or clean the facility including the cost of custodial services not paid for by the

applicant. The providing of a security deposit does not reduce, lessen or remove any obligation the applicant may have under the Release and Indemnification Agreement.

12. Applicant is responsible for delivery, pick-up and rental of additional chairs and tables if required. The Auditorium is to be swept clean and all trash removed after use. The set-up and break-down of chairs and tables and clean-up by the custodian will be an additional charge at a rate of \$10 per hour (in addition the prevailing rate provided for in Section 7) and must be pre-arranged at least 48 hours in advance of the event. Restrooms are to be left clean after use.
13. No smoking is permitted within the Town Hall or within 15 ft. of the primary entrance of the building.
14. The event is limited to the occupancy limit as determined by the event and as approved by the Building Commissioner.
15. Only the preparation of light refreshments involving no cooking will be permitted in Auditorium area. Water is available for use in preparing coffee or tea. Any group serving refreshments must provide their own dishes, utensils, linens, etc.
16. The custodian is responsible for the opening and closing of the Town Hall.
17. The Board of Selectmen reserves the right to revoke permission to use the Auditorium for an applicant's non-compliance with the Rules and Regulations. The Selectmen reserve the right to waive any or all fees under these Rules and Regulations when it is in the public interest to do so.

ADOPTED BY THE FAIRHAVEN BOARD OF SELECTMEN – January 9, 2017



Building Department fee review/change



TOWN OF FAIRHAVEN
BUILDING DEPARTMENT

RESIDENTIAL BUILDING PERMIT FEES

Table listing various building permit fees such as New One and Two Family Dwellings, Additions, Alterations, Renovations, Garages, Docks/Piers, Accessory Structures, Certificate of Occupancy, Decks/Porches, Demolition of House, etc.

- ALL STRUCTURAL WORK MUST BE PERFORMED BY A MA CSL
• 24 HOUR NOTICE REQUIRED FOR ALL INSPECTION REQUESTS
• RESPONSIBILITY OF LICENSEE TO CALL AND STAND FOR INSPECTIONS
• WORKING W/O A PERMIT, FEES WILL BE DOUBLED AND OR FINED
• FEES ARE NON-REFUNDABLE AND NON-TRANSFERRABLE
• FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes and that all work shall be conducted, installed, protected and completed in a workmanlike and acceptable manner so as to secure the results intended by 780 CMR. Neither the Building official nor the applicable enforcement authority shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

*Contracts may be required and shall include material, equipment, and labor costs
**Permit fees for unusual or special conditions not itemized herein will be determined by the Building Commissioner.

Randall Bassett, Building Commissioner

Approved by
Select Board



**TOWN OF FAIRHAVEN
BUILDING DEPARTMENT**

COMMERCIAL BUILDING PERMIT FEE SCHEDULE

New Construction*	Application fee of \$100.00 plus \$15 per thousand of total construction costs	
Accessory Structures, Int./Ext. alterations, Docks & Piers*	\$100.00 plus \$12 per thousand of total cost	
Certificate of Occupancy (Temporary)		\$250.00
Certificate of Inspection (per 780 CMR Table I 10).....		\$100.00
Change of Occupancy/New Tenant (inspection required).....		\$125.00
Demolition* (AQ06 form required).....	\$100.00 plus \$10 per thousand of total costs	
Mechanical/Sheet Metal*	\$100.00 plus \$10 per thousand of total costs	
Plan Review	fee may be assessed for large scale projects	
Re-Inspection Fee		\$100.00
Signs		\$150.00 each
Solar Small Scale*	\$100.00 plus \$15 per thousand of total construction costs	
Solar Large Scale*		\$16,600 per MW
Sprinkler*	\$100.00 plus \$10 per thousand of total costs	
Temporary Structures/ Tents		\$250.00
Trench permits		\$100.00
Wind Turbines*	1% of the total cost of the Project plus 3% Administration Fee	
Zoning Determination Letter		\$250.00

- 24 HOUR NOTICE REQUIRED FOR ALL INSPECTION REQUESTS
- RESPONSIBILITY OF LICENSEE TO CALL AND STAND FOR INSPECTIONS
- WORKING W/O A PERMIT, FEES WILL BE DOUBLED AND OR FINED
- FEES ARE NON-REFUNDABLE AND NON-TRANSFERABLE
- FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes and that all work shall be conducted, installed, protected and completed in a workmanlike and acceptable manner so as to secure the results intended by 780 CMR. Neither the Building official nor the applicable enforcement authority shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

**Contracts may be required and shall include material, equipment, and labor costs
**Permit fees for unusual or special conditions not itemized herein will be determined by the
Building Commissioner.*

Randall Bassett, Building Commissioner

*Approved by
Select Board*



TOWN OF FAIRHAVEN
OFFICE OF THE BUILDING COMMISSIONER

ELECTRICAL DIVISION

RESIDENTIAL RATES

Table listing residential rates for various services: New Single-Family Dwelling (\$250.00), New Two-Family Dwelling (\$200 each unit), New Multi Family Dwelling (See Commercial Rates), New/Temporary Service (\$100.00), Additions, Remodeling (\$110.00), Generators (\$100.00), House Alarms (\$100.00), Pools (Above Ground=\$75.00, In-Ground=\$125.00), Re-inspection (\$75.00), Second and Subsequent Re-Inspection fee (\$125.00), Single Device/Appliance (\$55.00/\$110.00), Solar Installation (\$100.00), Underground Service (\$100.00).

Table listing commercial rates: COMMERCIAL RATES* (\$100.00 application fee plus \$12.00 per thousand), Annual Maintenance Permit (**), Circus, Carnival, Fairs (\$100.00), Multi Family Dwelling*** (\$100.00 fee plus \$12.00/thousand), Re-inspection (\$100.00).

- ALL ELECTRICAL WORK MUST PERFORMED BY A MA LICENSEE
24 HOUR NOTICE REQUIRED FOR ALL INSPECTION REQUESTS
RESPONSIBILITY OF LICENSEE TO CALL AND STAND FOR INSPECTIONS
WORKING W/O A PERMIT, FEES WILL BE DOUBLED AND OR FINED
FEES ARE NON-REFUNDABLE AND NON-TRANSFERABLE
FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes and that all work shall be conducted, installed, protected and completed in a workmanlike and acceptable manner so as to secure the results intended by 780 CMR. Neither the Building official nor the applicable enforcement authority shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

*Contracts may be required and shall include material, equipment, and labor costs
**Not for Projects over \$2500.00
***Each unit requires its own permit
****Permit fees for unusual or special conditions not itemized herein will be determined by the Building Commissioner.

Randall Bassett, Building Commissioner

Approved by
Select Board



TOWN OF FAIRHAVEN
OFFICE OF THE BUILDING COMMISSIONER

PLUMBING/ GAS DIVISION

Norman Lussier, Plumbing Inspector
Henry Daigle, Gas Inspector

Residential Plumbing/Gas.....Application fee of \$75.00, plus \$15 per fixture
Re-inspection Fee (Paid Prior to re-inspection)..... \$75.00
Second and Subsequent Re-Inspection fee.....\$125.00
Sewer and/or Water Tie-in.....\$85.00

Commercial Plumbing/Gas*..... Application fee of \$100.00, plus \$20 per fixture
Commercial Re-inspection fee (paid prior to re-inspection).....\$100.00
Commercial Sewer and/or Water Tie-in.....\$175.00
Multi Family Dwelling (more than 3 units)**..... \$100.00 fee plus \$20 per fixture

- ALL PLUMBING/GAS WORK MUST BE PERFORMED BY A MA LICENSEE
- 24 HOUR NOTICE REQUIRED FOR ALL INSPECTION REQUESTS
- RESPONSIBILITY OF LICENSEE TO CALL AND STAND FOR INSPECTIONS
- WORKING W/O A PERMIT, FEES WILL BE DOUBLED AND OR FINED
- FEES ARE NON-REFUNDABLE AND NON-TRANSFERABLE
- FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE

It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes and that all work shall be conducted, installed, protected and completed in a workmanlike and acceptable manner so as to secure the results intended by 780 CMR. Neither the Building official nor the applicable enforcement authority shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

**Contracts may be required and shall include material, equipment, and labor costs*

***Each unit requires its own permit*

****Permit fees for unusual or special conditions not itemized herein will be determined by the Building Commissioner.*

Randall Bassett, Building Commissioner

*Approved by
Select Board*



Retirement Notice:

- **Marie Spooner**
- **Marc D. Darmofal**

Marie Spooner
66 Theresa Street
Dartmouth, MA 02748
508-717-5328
marie.spooner@fairhavenpolice.org

RECEIVED
2023 MAR 17 A 10:59
BOARD OF SELECTMAN
FAIRHAVEN, MASSACHUSETTS

February 1, 2023

Town of Fairhaven
Board of Selectman
Fairhaven Police Department
Chief Michael Myers
1 Bryant Lane
Fairhaven, MA 02719

Dear Sirs & madam,

I am submitting this letter to notify you of my intent to retire so that I will be eligible for my early incentive retirement bonus. My last day at the police department will be December 12, 2025. At that time I will have completed 20 years of consecutive employment.

I am truly grateful for the opportunity to have spent these last 20 years working with all of you. It was a pleasure to be a part of Dispatch and work with the members of the department and the citizens of Fairhaven that visited at the door.

Please let me know how I can make the transition following my retirement easier for you. I would also appreciate the opportunity to remain active as a part-time employee.

Thank you for the opportunity to work for the Town of Fairhaven Police Department. I wish you all the best.

Sincerely,

Marie Spooner

Fri, Mar 31, 2023 at 9:40 AM

Marc Darmofal

To: Michael Myers, Mary Sturgeon

Cc: Angie Lopes Ellison
Amy Hart

Good Morning,

I am sending this email in order to notify you of my intention to retire in April, 2025. Please let me know if you would prefer a physical letter instead of an email.

Respectfully,

Detective Marc D Darmofal
Fairhaven Police Department



Ratification of Collective Bargaining Agreements: Police and Fire

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN THE TOWN OF FAIRHAVEN AND
THE FAIRHAVEN POLICE UNION, NEPBA LOCAL 64**

NOW comes the Town of Fairhaven (“Town”) and the Fairhaven Police Union, NEPBA Local 64 (“Union”), (collectively “the parties”) who have agreed to modify the collective bargaining agreement (“CBA”) upon the following terms. This agreement is subject to ratification by the Union and the Town of Fairhaven Select Board.

WHEREAS, the Parties currently have a CBA in effect from July 1, 2019, through June 30, 2022.

WHEREAS, the Parties hereby jointly agreed to modify the current CBA to reflect the following modifications, additions, and deletions as detailed herein:

1. Article XXXI – Duration:

- a. Three (3) year contract: July 1, 2022 – June 30, 2025
- b. All references to Duration will be updated in the collective bargaining agreement.

2. Article IX – Salaries and Benefits:

a. Amend Section 1 to reflect the following COLA increases:

- i. 2% increase for July 1, 2022 through June 30, 2023;
- ii. 2% increase for July 1, 2023 through June 30, 2024;
- iii. 2% increase for July 1, 2024 through June 30, 2025;

b. In addition to the COLA increases detailed above, the weekly and hourly pay rates detailed in Section 1 for July 1, 2022, shall also receive a .5% increase due to the removal of sick leave buyback language and an additional 2.5% increase in exchange for leaving civil service.

c. Delete the current Salary Schedule chart in Section 1 and replace it with the following chart:

Effective		Step 1	Step 2	Step 3	Step 4	Step 5
7/1/2022	Weekly	\$1,045.80	\$1,097.88	\$1,152.90	\$1,210.86	\$1,240.68
	Hourly	\$26.15	\$27.45	\$28.82	\$30.27	\$31.02
7/1/2023	Weekly	\$1,119.84	\$1,175.96	\$1,235.08	\$1,265.49	\$1,298.05
	Hourly	\$28.00	\$29.40	\$30.88	\$31.64	\$32.45
7/1/2024	Weekly	\$1,142.23	\$1,199.48	\$1,259.78	\$1,290.80	\$1,324.01
	Hourly	\$28.56	\$29.99	\$31.49	\$32.27	\$33.10
Effective		Step 6	Step 7	Step 8	Step 9	
7/1/2022	Weekly	\$1,272.60	\$1,297.80	\$1,317.12	\$1,349.88	
	Hourly	\$31.82	\$32.45	\$32.93	\$33.75	
7/1/2023	Weekly	\$1,323.76	\$1,343.46	\$1,376.88	\$1,418.18	
	Hourly	\$33.09	\$33.59	\$34.42	\$35.45	
7/1/2024	Weekly	\$1,350.23	\$1,370.33	\$1,404.42	\$1,446.55	
	Hourly	\$33.76	\$34.26	\$35.11	\$36.16	

Effective		Sergeants Differential (18%)
7/1/2022	Weekly	\$1,593.06
	Hourly	\$39.83
7/1/2023	Weekly	\$1,673.46
	Hourly	\$41.84
7/1/2024	Weekly	\$1,706.93
	Hourly	\$42.67

- d. Amend Section 1 to reflect the following temporary step addition/removal:

On July 1, 2023, a temporary/phantom 10th step shall be created reflecting a 3% increase from Step 9. Employees shall not be eligible to enter this 10th step, as it shall exist solely for calculation purposes. Instead, on July 1, 2023, Step 1 shall be deleted, and all remaining Steps shall be renumbered so as to reflect nine (9) total steps.

For example, after Step 1 is deleted, Step 2, and the wage rates detailed therein, shall be renumbered as Step 1. Step 3, and the wage rates detailed therein, shall be renumbered as Step 2, and so forth until the phantom Step 10 is renumbered as Step 9. This process shall not result in the alteration of an employee's step placement. All employees shall continue to rise to the next step in the wage chart upon their employment anniversary with the Town.

3. Article IX new section – Salaries and Benefits:

Credible Service - Calculations for full-time service for wages, longevity and vacation time shall be based on creditable years of service under M.G.L chapter 32, as evidenced by a statement of creditable years of service from the Fairhaven Retirement Board.

4. Article XVII (E) new section – Unused Sick Leave Reimbursement:

Section E. Employees hired after July 1, 2022 shall not be entitled to any annual sick leave buyback. Further, employees hired after July 1, 2022 shall only be entitled to accumulate up to one hundred thirty five (135) sick days and are only entitled to a sick leave buyout only upon retirement at which time the employee shall be paid at the rate of one day's pay for each two (2) days of sick leave accumulated up to a maximum payment of Ten Thousand Dollars (\$10,000.00)."

5. Article VIII – Grievances:

Article VIII shall be amended to add a new subsection: [insert: "**Section A, Step 3(f), The Arbitrator shall be without power or authorities to alter, amend, add to, and/or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding on the Parties to the extent permitted by law.**"]

All other language remains.

6. Article XV – Holidays

Article XV shall be amended:

Existing language, “Section 1. Holidays. The following shall be paid for all employees of the department, [insert “**Juneteenth**”]

The parties further recognize that this additional holiday will be given retroactive to cover June 19, 2022.

7. Article IV – Seniority

Article IV. Section 3. Existing language: “Police Officers of the Town of Fairhaven shall have seniority rights and said seniority rights shall be computed as follows:

- By date of employment as a probationary officer
- By time in rank

In the event two or more officers have the same employment, then the officer who received the higher grade on the Civil Service Entrance Exam shall be the Senior Officer. If two or more officers received the same grade on the Civil Service Entrance Exam then the officer who graduated with a higher mark from the Municipal Police Academy shall be the senior officer. Officers graduating from said academy shall file with the Chief of Police and the Union their class standings upon graduation. Said standings shall become part of the permanent records of said officers. In the event two or more officers are being appointed as Sergeants on the same date, then departmental senior will be the senior sergeant.” [Insert the following sentence: “**In the event an employee separates from the Town of Fairhaven and later returns, he/she shall only be entitled to his/her previous length of service with the Town of Fairhaven only for the purposes of seniority under this Agreement.**”]

8. Article VII Clothing and Equipment Allowance

Existing language of Section A, Clothing and Equipment Allowance:

“Each employee covered by this Agreement shall receive an annual duty uniform, duty clothing and duty equipment allowance for approved duty uniform clothing, clothing used for duty, and equipment. Each employee covered by this Agreement shall receive an annual duty uniform clothing allowance of [strike : ~~one thousand dollars (\$1,000.00)~~ insert: “**one thousand one hundred dollars (\$1,100.00). On July 1, 2023, the clothing allowance shall increase to one thousand two hundred dollars (\$1,200.00). On July 1, 2024, the clothing allowance shall increase to one thousand three hundred dollars (\$1,300.00).**”

All other language remains.

9. Article VI, Section 1, Call Back Pay

Existing language Article VI, Section 1:

“Employees called back shall be compensated for at least [~~strike: three (3) hours~~ insert: “**four (4) hours**].” Existing language remains: “The pay for this time shall be at the rate of time and one-half. This does not pertain to ARTICLE III, For an employee who is called in less than three (3) hours before his regular shift and continues working his regular shift.”

All other language remains.

10. Article VI, Section 7, Court Time

Existing language Article VI, Section 7(a): “Any police officer on duty at night or on vacation, furlough or on day off who attends court in a criminal case as a witness for the Commonwealth may, in lieu of the witness fee to which he would otherwise be entitled under M.G.L. c.262, §53, be granted such compensatory time off as shall be equal to the time during which he was in attendance at such court, which in no event shall be less than [~~strike: three hours pay~~ insert: “**four (4) hours**] at the rate of time and a half his basic hourly wage to be paid or an equal amount compensatory time off, or if such additional time off cannot be given because of a personnel shortage or other cause, he shall, in lieu of said witness fee, be entitled to additional pay for the time which he attended such court, but in no event shall he receive less than [~~strike: three hours pay~~ insert: “**four (4) hours**”] pay. Overtime will be calculated as provided in Article VI, Section 2.”

All other language remains.

11. Article VI, Section 4, Special Details – Compensation-Volunteer Differential

Article VI. “Volunteer Differential.” Amend Article VI, Additional Benefits, Section 2. Overtime Pay to reflect the following new paragraph to be added at end of Section 2. Insert following paragraph:

“Section 2A. Volunteer Differential. Any Employee who has volunteered to fill an open patrol shift on three consecutive occasions when requested shall be entitled to a five percent (5%) differential to be paid on overtime hours worked during his or her next voluntary overtime shift. The parties understand that this differential is intended to apply to the fourth consecutive voluntary overtime shift only.

The parties recognize that in the event an employee refuses to work a voluntary overtime, his/her consecutive shift counter resets for the purpose of entitlement to this differential. The parties further recognize that there is no limit regarding the number of fourth shift voluntary differentials one may receive under this paragraph provided he/she meets the criteria outlined herein.

12. Article VI. "Forced Overtime"

Amend Article VI, Additional Benefits, Section 5. Overtime Assignments to reflect the following modification to Paragraph 3:

When the Chief or his designee has exhausted all available means otherwise provided in this agreement to fill a patrol shift which he has determined must be filled to maintain sufficient staffing, and all officers have refused that assignment, he may assign an officer from a seniority list established for each rank, maintained and posted for this purpose. The list shall consist of all full-time officers in order of seniority. Each new employee shall be added to the list in the position of least seniority upon his commencement of duty to that rank. The Chief or his/her designee shall assign the extra patrol shift to the officer with the least seniority who has not previously been assigned to a patrol shift under this provision. The Chief or his designee may consider any hardship imposed upon the officer by this assignment and may, in his sole discretion, determine to by-pass that officer. If the officer is not by-passed he will be ordered to report for the assigned patrol shift and his failure to so report will be a violation of a direct order. Once an officer has been assigned to a patrol shift under this provision a notation to that effect shall be made on the list (block system). When the assignment of all officers has been so noted on the list, a new list in order of seniority shall be established. When a situation arises that the need to cover a patrol shift under this provision is immediate the shift supervisor or acting shift supervisor shall be the Chiefs designee. This paragraph may be modified as needed by mutual agreement. This paragraph shall apply to all bargaining unit members and only patrol hours shall be counted towards the order in list.

All other language in paragraph remains.

13. Special Detail Rate Article VI, Section 4-

Existing language: "Special detail rates for Town and private details shall be [~~strike \$50.00 per hour, commencing on the date of execution of this Agreement until June 30, 2020, and shall be \$52.00 per hour commencing on July 1, 2020 until June 30, 2021, and shall be \$54.00 per hour commencing on July 1, 2021 until June 30, 2022,~~] [**insert: \$58.00 per hour commencing on the date of execution of this Agreement until June 30, 2023, and shall be \$60.00 per hour commencing on July 1, 2023 until June 30, 2024, and shall be \$62.00 per hour commencing on July 1, 2024 until June 30, 2025, with a minimum four (4) hours for all details, except that for private details which exceed four (4) hours, there shall be a minimum of eight (8) hours.**"

All other language remains.

14. CIVIL SERVICE:

The contract will be amended to add the following Article, named XXXIII, Abolition of Civil Service for hires after Town of Fairhaven is no longer covered under G.L. c. 31 as a Civil Service agency. In direct consideration for the following modifications, the Town agreed to add an additional 2.5% to the amounts listed in the Wage Schedule in Article IX as detailed in this MOU at #2 above (shall be added to wage scale in final contract). The parties further agree that the Hiring and Promotions Policies have been impact bargained to resolution.

Further, all members of the bargaining unit agree to support any and all warrant articles and/or other measures to effectuate removal.

The parties further agree the following language under Article XXXIII:

The Town and the union agree that employees hired after Massachusetts HRD, through the Civil Service Unit recognizes the Town of Fairhaven is no longer covered under G.L. c. 31 as a Civil Service agency, said employee will not enjoy permanent civil service rights pursuant to G.L. c. 31. The Town acknowledges that the intent of this abolition is to expand the hiring pool for all present and future vacant bargaining unit positions. The Town acknowledges that there is no present intent to change or revise any existing classifications within the CBA. The Town acknowledges that it will be bound by the CBA for promotions, layoffs, discipline for non-civil service employees as outlined herein. The Town acknowledges that employees who currently enjoy permanent civil service status pursuant to G.L. c. 31, shall retain all statutory rights.

15. New Section – Article XXXIV, LAYOFF AND RECALL

Add a new section, Article XXXIV, Layoff and Recall, which states as follows:

- a. Employees appointed prior to the Town's revocation of the Civil Service statute shall maintain all rights regarding layoffs, recall, and inclusion on the re-employment list, and lateral transfers, and the procedures under M.G.L. c. 31 governing such matters and any appeal shall continue to apply.
- b. For employees appointed after the removal of the Department from Civil Service, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff, the least senior employee or employees shall be laid off first. In any such case, notice shall be given to the employee in writing, when able, twenty-one (21) business days in advance of the contemplated layoff; a copy of such notice shall also be given to the Union. Student officers shall be laid off first, followed by probationary employees.
- c. A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of his or her intention to return to the Fairhaven Police Department. Any person refusing or failing to exercise such recall opportunity within said fourteen (14) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within fourteen (14) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police.
- d. Prior to returning to work, a recalled employee shall be required to undergo a physical examination. If, based on the results of such examination, the Chief rescinds the offer of recall, (s)he shall provide the employee with a written statement of the reasons for the

rescission. This rescission shall be subject to the grievance and arbitration provisions of this contract up to step 2.

- e. Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the Town. Laid off employees will be allowed to attend courses which involve a cost, provided that they pay their portion of the cost. Laid off employees who attend such Town-sponsored training sessions and/or courses shall, as a condition of attendance, sign a Release of all Claims on a form provided by the Town indicating that they are participating on a voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.

16. New Section – Article XXXV, DISCIPLINE

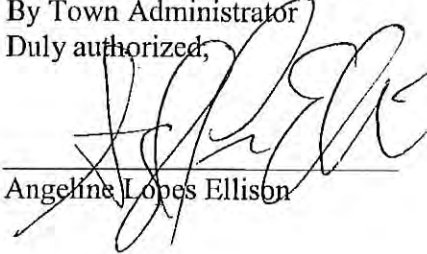
Add a new section, Article XXXIV, Discipline, which states as follows:

- a. No regular permanent employee in the bargaining unit shall be relieved, dismissed, discharged, suspended, or charged in any manner without just cause.
- b. For those employees who remain covered by Civil Service, all rights relative to discipline under Civil Service remain intact unless the employee in question is promoted or Civil Service becomes defunct. They may elect to utilize the contractual grievance and arbitration procedure, as long as they agree in writing to waive their right to challenge the discipline at the Civil Service Commission.
- c. Employees hired after the revocation of Civil Service will have the right to appeal discipline through the Grievance and Arbitration Procedure in the collective bargaining agreement.
- d. When and if a charge is made, the employee will be entitled to have counsel present at any hearings or interviews attendant thereto at which the employee is present.
- e. All members of the bargaining unit acknowledge that it shall support any motion at Town meeting in furtherance of the Town's removal from civil service.
- f. The language of Article XXVIII(b), Assessment Center and the corresponding Appendix A shall be removed from the CBA. For reference, Article XXVIII(b) states as follows:

“Assessment Center The parties agree to change all promotions to an Assessment Center. The process is attached to this agreement as an appendix.”


IN WITNESS WHEREOF, the Union and the Town, by their authorized representatives, have set their hands to this Memorandum of Agreement on this 27 day of March 2023.

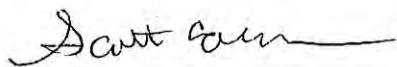
TOWN OF FAIRHAVEN,
By Town Administrator
Duly authorized,

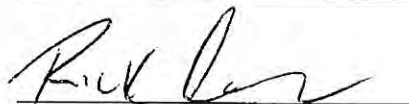


Angeline Lopes Ellison

FAIRHAVEN POLICE UNION
By its Bargaining Team,
Duly authorized,







**THE TOWN OF FAIRHAVEN
AND
FAIRHAVEN PERMANENT FIREFIGHTERS
IAFF LOCAL 1555**

For good and valuable consideration, each to the other given, the Town of Fairhaven and the Fairhaven Permanent Firefighters, Local 1555, hereby agree to modify the collective bargaining agreement that is in effect for July 1, 2019, through June 30, 2022, for a collective bargaining agreement effective from July 1, 2022, through June 30, 2025. All other terms of the July 1, 2019, through June 30, 2022, collective bargaining agreement not expressly modified by this Agreement shall remain in full force and effect throughout the extended Agreement.

All tentative agreements are subject to ratification of the complete collective bargaining agreement. Failure to reach a full agreement will nullify any tentative agreement reached by the parties.

1. Wages:

- a. Article 39, Amend to reflect the following across-the-board wage increases.
7/1/22 – 2%
7/1/23 – 2%
7/1/24 – 2%
- b. Effective 7/1/22 – an additional 2.5% across-the-board wage increase that is contingent upon the Town Meeting’s approval of its withdrawal from Civil Service pursuant to paragraph 3 below.
- c. Effective 7/1/22 – an additional .5% across-the-board wage increase in exchange for the modifications to Article 37 described below.
- d. Effective 7/1/23 – Add new phantom step.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		Lieutenant	Captain
							Phantom		
FY23 - 2.5/2.5	26.4033	26.8384	27.5884	28.3378	29.0462	29.7723	31.27	35.7268	41.6812
FY24 - 2%/Step	27.7393	28.1964	28.9844	29.7717	30.5159	31.2788		37.5345	43.7903
FY25 - 2%	28.2941	28.7604	29.5641	30.3671	31.1263	31.9044		38.2852	44.6661

- e. Effective 7/1/22- Add a New Section B- Annual Stipends to include the following:
 - a. Certified HazMat Technician –\$750 per year
 - b. Oil Burner Inspector - \$500 per year

- c. Certified Boat Captain - \$400
- d. EMS Assistant - \$500

2. Duration: Three years – 7/1/22 – 6/30/25

3. Civil Service Status:

- a. The Town acknowledges that the intent is to expand the hiring pool for future vacant firefighter positions. The Town acknowledges that there is no present intent to change or revise any existing classifications within the CBA. The Town acknowledges that it will be bound by the CBA for promotions, layoffs, and discipline.
- b. Wherever there is a reference to General Laws Ch. 31 or Civil Service, said references shall be stricken from the CBA.
- c. The Town shall remove itself from the jurisdiction of the Massachusetts Civil Service Commission for hiring, promotions, and disciplinary appeals, and revoke acceptance of all applicable sections of General Laws, c. 31, in accordance with applicable law. Employees hired as full-time firefighters prior to proper removal from Civil Service under General Laws, c. 31, shall retain all statutory rights which he/she may have pursuant to General Laws, c. §31, including, but not limited to Civil Service seniority for the purpose of discipline, layoffs, and rights related to placement on a Civil Service layoff list.

The parties agree that as to those employees retaining civil service rights s/he shall choose either to exercise his/her rights under General Laws, c. 31 or the grievance arbitration procedure, but not both. The election of such rights shall be made after the decision of the Board. The parties recognize and acknowledge that the standard for discipline and discharge is “just cause.”

- d. The Union agrees to support the Article to remove Civil Service coverage for future bargaining unit members at Town Meeting. And to the extent that such Article is not passed at Town Meeting, the Union agrees to support any necessary alternative methods to remove Civil Service coverage for future bargaining unit members.
 - e. Article 33 – Promotions - Effective upon ratification and funding of this Agreement, and vote of the Town Meeting to remove Fire Department employees from Civil Service jurisdiction, the parties agree to replace Article 33 with the language shown in Att. A to this Memorandum.
4. New Article - The Town of Fairhaven reserves the right to eliminate day-to-day dispatch from the Firefighter job description at a time to be determined. It shall be mutually agreed that once dispatch is transferred to a joint or regional dispatch, the day-to-day dispatch job duty shall be removed from the Firefighter job description and from their daily duties. It shall also be further agreed that once dispatch is transferred, day-to-day dispatch can only be re-assigned to firefighters through a collective bargaining agreement. However,

the Chief, at his discretion, has the right to assign an additional firefighter, not currently on duty, to the dispatch assignment in the event of a communication infrastructure failure or a major storm/event.

5. The Town has issued an SOP that reflects modifications to apparatus/staffing deployment practices, as discussed by the Parties, a copy of which is attached. This SOP shall not be incorporated into the collective bargaining agreement. To the extent that the Town changes the attached SOP, such must be done in compliance with its bargaining obligations pursuant to G.L. c. 150E.

6. Article 4, §5 – Clothing – Increase to \$1,100 per year, effective 7/1/23.

7. Article 8 – Forced Overtime.

Effective upon ratification and funding of this Agreement, the parties agree to amend this Article to reflect the following changes:

NOTE: All 24-hour vacancies for the purpose of forcing will be broken down into a day shift(s) (10 hours) and a night shift(s) (14 hours).

If the administration is aware of a vacant shift that will occur the following day, the member on the off-going shift with the least amount of overtime worked (Calendar YTD) will be forced for the open shift. The next firefighter with the lowest amount of overtime worked (Calendar YTD) will be forced for the next open shift. In the event that there are multiple shifts opened, the day shifts will be forced in first, followed by the night shifts. All firefighters on the proceeding shift are eligible to be forced, including Senior Firefighters, members on overtime, and new probationary firefighters (who have been cleared to work shift rotations).

Lieutenants and senior firefighters are responsible to fill OIC shifts the following day.

Lieutenants currently on duty or senior firefighters working in place of a Lieutenant will be responsible to cover the following day shift. The administration will recall someone for the night shift to fill any OIC vacancies.

Overtime hours include callbacks, details, overtime, and forced overtime.

Hours worked will be resent on Jan 1 of the new calendar year to the department seniority list.

8. Article 12, Educational Incentive

- a. Effective 7/1/22 – Increase Associates Degree from 7.5% to 10%, bachelor's Degree from 15% to 20%, and master's Degree from 20% to 25%. contingent upon Town Meeting's approval of withdrawal from Civil Service pursuant to paragraph 3 above.

- b. Change the initial request from December 1st to November 1st. The January 31st date of an official transcript will remain.

9. Article 13 – Lateral Transfers – Delete the article.

10. Article 14 - – EMS Coordinator/Training Position. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article as follows:

a. Change to Captain Rank

An SOP reflecting changes to the responsibilities for this position is attached hereto but shall not be incorporated into the collective bargaining agreement.

11. Article 15 – EMT Stipend. Amend as shown in bold:

There shall be an EMT stipend to each firefighter who has maintained his EMT certification for all or part of the then-ending fiscal year. EMT-B's and paramedics shall receive the stipends listed below. Employees hired after January 1, 2000, shall maintain their EMT-B or paramedic certifications as a condition of employment. Employees hired prior to January 1, 2000, whose EMT-B or paramedic certifications are suspended or terminated for any reason shall notify the Fire Chief immediately of the suspension or termination of said certification, and shall have the EMT-B or paramedic stipend terminated effective with the suspension or loss of said certification

EMT-B: There shall be an annual stipend of Five Thousand (\$5,000) Dollars.

EMT-PM: There shall be an annual EMT stipend of Eight Thousand (\$8,000.00) Dollars. Add – Effective 7/1/22, the foregoing EMT/P Stipend shall be increased to \$8,500.

Such pay shall be included in base/annual salary in computing sick pay, holiday pay, vacation pay, injured leave pay, overtime, and other compensable leave, and shall be deemed and is regular compensation for pension/retirement purposes and shall be part of their weekly compensation.

Each firefighter who attains their paramedic certification shall be paid a one-time bonus of ~~Two Thousand Five Hundred (\$2,500.00)~~ Three Thousand Dollars (\$3,000) in addition to the annual stipend. If an employee resigns from the Town within three (3) years of payment of said bonus, the employee shall pay back a pro-rated share of said bonus, based on the percentage of time employed for the three-year period. The Town may deduct said amount from all wages due to the employee upon separation.

12. Article 16 – Excused absence for Promotional Exams. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article to change the 60-day notification period for exams occurring subsequent to the ratification and funding of this Agreement to ten (10) days. Increase hours in Section 16 -c from sixteen (16) hours of Educational Time Off to twenty (20) hours per year, effective July 1, 2023.

13. Article 24 – Longevity. Amend to reflect that each longevity step sixteen (16) years and above, increases by \$75.00 per year, effective 7/1/22.

14. Article 28 – Overtime - Call Back and Special Detail. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article to add a new section (j) which provides as follows: "Employees working a private detail, i.e., a detail for any entity that is not a Town department or agency, shall be paid \$60 per hour. The Fire Chief may establish a higher rate for specific details consistent with rates paid by that entity. Employees working such private details shall receive a minimum of four (4) hours of pay.

Employees working such private details beyond four (4) hours shall receive a minimum of four (4) additional hours of pay.

15. Article 30 – Holidays. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article to add Juneteenth.
16. Article 31 Personnel Files: Effective upon ratification and funding of this Agreement, the parties agree to delete this Article and replace it with “All permanent firefighters shall have access to their personnel file pursuant to General Laws, c. 149, §52C.”

17. Article 32, Personal Time. Section F - Effective January 1, 2024, amend this Article to reflect that an Employee’s annual personal time allotment shall be accrued as follows:

During an employee’s first year of employment, personal time shall be pro-rated in the following manner:

1. Employees hired prior to April 1st shall be granted eighteen (18) hours of personal leave to be used prior to December 31st of that year.
2. Employees hired prior to July 1st shall be granted twelve (12) hours of personal leave to be used prior to December 31st of that year.
3. Employees hired prior to October 1st shall be granted six (6) hours of personal leave to be used prior to December 31st of that year.

18. Article 35 – Residency. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article to change “ten (10)” to “twenty (20)”

19. Article 37 – Retirement Benefits. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article as follows:

- a. Section 1 (1) – Add a sentence to end “Employees shall not be eligible for the foregoing benefit unless a) the employee is granted disability retirement benefits pursuant to General Laws, c. 32, or b) the employee has at least twenty (20) consecutive years of service with the Town of Fairhaven at the time of separation.”
- b. Add “Employees hired after (ratification date) shall not be eligible for sick leave separation benefits under this article.”

20. Article 40. Effective upon ratification and funding of this Agreement, the parties agree to amend this delete this article and replace it with the following:

For the proper protection of the Town, when an officer of a shift is absent from duty, the responsibility of this shift will be assigned to a senior private who shall be required to accept that responsibility. An employee who is required to accept such responsibility shall be paid at the rate for that assigned position or rank, except that an employee assigned to the position of Chief or Deputy Chief shall be paid at the rate of Captain for the first 30 days, and the rate for the assumed position thereafter.

The Senior Firefighter shall consist of four (4) firefighters and will be determined by interview. The assignment of Senior Firefighter shall be put out to bid. The administration will interview a minimum of three members for each position available. The members that will be interviewed will be the senior most member of the Civil Service List and the Department Seniority List willing to accept the position and the highest-ranking individual on the civil service lieutenant promotional exam. If one member is at the top of more than one list then the administration will select the next second most senior individual on the Civil Service and/or Department seniority list. Once selected, the member will retain that position until it is resigned, the individual is promoted, or the individual is demoted for failure to perform.

In the event that no one signs up for the responsibility of Senior Firefighter, the most senior firefighter based on department seniority will be required to accept the position.

Firefighters on the Senior Firefighter List will be exempt from EMS rotation on shifts with eight (8) firefighters or more.


NOTE: Change all references to Acting Lieutenant applicable to this article to Senior Firefighter. (ex. Article 22)

21. Article 43 – Sick Leave. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article as follows:
 - a. Sick Leave: Add to paragraph 3, sentence 1.
 - a. “... three (3) shifts or more than eight (8) shifts in a fiscal year”
 - b. (New) Effective 7/1/22 – Employees that do not utilize sick leave for a six (6) month period shall receive twelve (12) hours of additional personal leave to be used within six (6) months of receipt of such time. The foregoing personal leave must be used in accordance with the provisions of Article 32 – Personal Time.
22. Article 51, Vacancies. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article as follows:
 - a. Section E
 - b. Add to paragraph 3: “Firefighters assigned to the Massachusetts Fire Academy – Stow Location...”
 - c. Add new paragraph: Firefighters assigned to the Massachusetts Fire Academy Bridgewater Location will be reimbursed for travel for each day of travel.”
23. Article 52 – Vacations. Effective upon ratification and funding of this Agreement, the parties agree to amend this Article as follows, the parties agree to amend this article to add a new sentence: “All vacation changes must be submitted 10 days in advance.”

This Agreement shall be subject to Union and Board of Selectmen ratification as well as Town Meeting Funding.

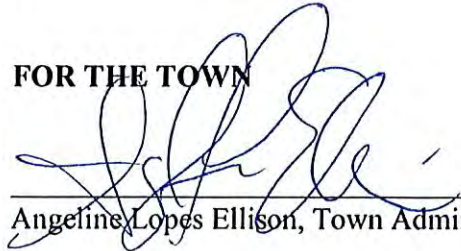
IN WITNESS THEREOF the parties hereto set their hands and seals by their duly authorized representatives this 7 day of April, 2023.

FOR THE UNION LOCAL 1555



Kevin Gonsalves

FOR THE TOWN



Angeline Lopes Ellison, Town Administrator



Use of Town Hall Auditorium:

- **Department of Fine Arts-Kid's Art Day
Saturday, May 13, 2023**
- **Fairhaven Dollars for Scholars
Wednesday, May 24, 2023**
- **Northeast Maritime Institute Graduation
Saturday, September 16, 2023**

SELECT BOARD'S MEETING

Tuesday April 18, 2023

Town Hall Auditorium rental

Application submitted by:

**Department of Fine Arts
C/O Mark Badway
40 Winsegansett Ave, Fairhaven, MA**

Date and Times to be held:

**May 13, 2023
8 a.m.- 1:30 p.m.**



TOWN OF FAIRHAVEN

40 CENTER STREET
FAIRHAVEN, MA 02719

APPLICANT FOR THE USE OF TOWN HALL AUDITORIUM

Name of Organization DEPARTMENT OF FINE ARTS
 Responsible Officer MARK BADWEY Tel. No. 508-993-1464
 Address 40 WINSEBANKSETT AVE FAIRHAVEN MA
 Purpose of Use KIDS ART DAY
 Date Requested 5-13 Begin Time 8:00 AM End Time 1:30 PM

REQUESTED USE APPROVED TO AVAILABILITY:

Conditions:

Select Board

Police Chief/Representative (if applicable)

Date

Fire Department Inspection (if applicable)

Board of Health (if applicable)

Building Department Inspection (if applicable)

FEES (To be completed by Select Board Office)

Rental Fee x _____ hrs. at \$ _____ hr. = \$ _____ (min \$150)

Plus, refundable security deposit in the amount of the rental fee = \$ n/a

____ Custodian x _____ hrs. at \$ _____ hr = \$ waived

____ Police x _____ hrs. at \$ _____ hr = \$ n/a

TOTAL FEES = \$ _____

I have received \$ _____ in fees and security deposit for the use of the Town Hall Auditorium on behalf of
Town of Fairhaven from _____
Organization

Date: _____

Signed: _____
For Select Board

(Security Deposit will be returned after inspection of the premises by the Select Board or its designee, less any charge for clean up or repair.)



Town of Fairhaven
Massachusetts
Select Board

40 Center Street
Fairhaven, MA 02719

Tel: (508) 979-4023
Fax: (508) 979-4079
selectboard@Fairhaven-MA.gov

Release and Indemnification Agreement

In consideration of the rental from the Town of Fairhaven ("Town") of the Town Hall and or Town Hall Auditorium, the undersigned hereby releases and forever discharges the Town and its officers, agents and employees from all suits, claims and demands of any nature whatsoever, including for negligence, which he or she or his or her heirs or assigns may ever have for any personal or bodily injury, death or property damage arising out of, related to or resulting from, in whole or in part, the use of the premises as described above.

The undersigned further agrees, for him or herself and his or her heirs and assigns, to defend and indemnify the Town and its officers, agents and employees against all such suits, claims and demands by any third party, including invitees and others, and to save them forever harmless therefrom.

If any damage to the Town Hall and or Town Hall Auditorium or any equipment or appurtenance therein, results from any act or neglect of the undersigned, its agents, guests, licensees or invitees, The undersigned shall be liable therefore and shall upon demand, reimburse the Town for all costs and expenses of such repairs and damages.

The undersigned hereby acknowledges that he or she has read and understands this release and Indemnification, and that if he or she is signing on behalf of another person or entity, he or she is authorized to do so and that such other person or entity intends to be fully bound hereby.

Signature:

Mark A. Badwey

Printed Name:

MARK A. BADWEY

Date:

4-10-2023

Before me:

Amy
Witness Signature

SELECT BOARD'S MEETING

Tuesday April 18, 2023

Town Hall Auditorium rental

Application submitted by:

**Fairhaven Dollars for Scholars
Non-Profit Organization
c/o Sherry Lopes
64 Green St
Fairhaven, MA**

Date and Times to be held:

May 24, 2023 6:30-8:30 p.m.



TOWN OF FAIRHAVEN

40 CENTER STREET
FAIRHAVEN, MA 02719

APPLICANT FOR THE USE OF TOWN HALL AUDITORIUM

Name of Organization Fairhaven Dollars For Scholars
Responsible Officer Sherry Lopes Tel. No. 508-951-2147
Address c/o 64 Green St., Fairhaven
Purpose of Use Scholarship Awards Ceremony
Date Requested 5/24/2023 Begin Time 6:30 End Time 8:30

REQUESTED USE APPROVED TO AVAILABILITY:

Conditions: 100 guests.

Select Board

Police Chief/Representative

Date

Fire Department Inspection
(if applicable)

Board of Health
(if applicable)

Building Department Inspection
(if applicable)

FEES (To be completed by the Office of the Select Board)

Rental Fee x _____ hrs. at \$ _____ hr. = \$ to be waived (non-profit)
Plus refundable security deposit in the amount of the rental fee = \$ _____
1 Custodian x 3 hrs. at \$ 31.50 hr = \$ 94.50
____ Police x _____ hrs. at \$ _____ hr = \$ _____
TOTAL FEES = \$ _____

Office Use only

I have received \$ _____ in fees and security deposit for the use of the Town Hall Auditorium on behalf of
Town of Fairhaven from _____
Organization

Date: _____ Signed: _____
Select Board

(Security Deposit will be returned after inspection of the premises by the Select Board or its deignee, less any charge for clean up or repair.)



Town of Fairhaven
Massachusetts
Select Board

40 Center Street
Fairhaven, MA 02719

Tel: (508) 979-4023
Fax: (508) 979-4079
selectboard@Fairhaven-MA.gov

Release and Indemnification Agreement

In consideration of the rental from the Town of Fairhaven ("Town") of the Town Hall and or Town Hall Auditorium, the undersigned hereby releases and forever discharges the Town and its officers, agents and employees from all suits, claims and demands of any nature whatsoever, including for negligence, which he or she or his or her heirs or assigns may ever have for any personal or bodily injury, death or property damage arising out of, related to or resulting from, in whole or in part, the use of the premises as described above.

The undersigned further agrees, for him or herself and his or her heirs and assigns, to defend and indemnify the Town and its officers, agents and employees against all such suits, claims and demands by any third party, including invitees and others, and to save them forever harmless therefrom.

If any damage to the Town Hall and or Town Hall Auditorium or any equipment or appurtenance therein, results from any act or neglect of the undersigned, its agents, guests, licensees or invitees, The undersigned shall be liable therefore and shall upon demand, reimburse the Town for all costs and expenses of such repairs and damages.

The undersigned hereby acknowledges that he or she has read and understands this release and Indemnification, and that if he or she is signing on behalf of another person or entity, he or she is authorized to do so and that such other person or entity intends to be fully bound hereby.

Signature: Sherry A. Lopes
Printed Name: Sherry A. Lopes
Date: 4/5/2023
Before me: Susan Ryz
Witness Signature

SELECT BOARD'S MEETING

Tuesday April 18, 2023

Town Hall Auditorium rental

Application submitted by:

**Northeast Maritime Institute
C/O Angela Dawicki
32 Washington St, Fairhaven, MA
For Graduation Ceremony**

Date and Times to be held:

**September 16, 2023
10 a.m. – 2 p.m.**



TOWN OF FAIRHAVEN

40 CENTER STREET
FAIRHAVEN, MA 02719

APPLICANT FOR THE USE OF TOWN HALL AUDITORIUM

Name of Organization Northeast Maritime Institute
Responsible Officer Angela Dawicki Tel. No. (508) 472-3375
Address 32 Washington St. Fairhaven, MA 02719
Purpose of Use Graduation
Date Requested 09/16/23 Begin Time 10:00 am End Time 2:00 pm

REQUESTED USE APPROVED TO AVAILABILITY:

Conditions: The set up will be: have chairs set up on the stage for presenters with a podium in the center and chairs set up on the floor for the students, staff and guests. We will be under capacity (estimating under 80 people) and we won't have any food. We would like to have a table set up in the back with bottled water, if that's possible. *ours (we'll bring)*

Select Board

Police Chief/Representative (if applicable)

Date

Fire Department Inspection (if applicable)

Board of Health (if applicable)

Building Department Inspection (if applicable)

FEES (To be completed by Select Board Office)

Rental Fee x _____ hrs. at \$ _____ hr. = \$ _____ (min \$150)

Plus, refundable security deposit in the amount of the rental fee = \$ _____

Custodian x _____ hrs. at \$ _____ hr = \$ _____

Police x _____ hrs. at \$ _____ hr = \$ _____

TOTAL FEES = \$ _____

I have received \$ _____ in fees and security deposit for the use of the Town Hall Auditorium on behalf of
Town of Fairhaven from _____
Organization

Date: _____ Signed: _____
For Select Board

(Security Deposit will be returned after inspection of the premises by the Select Board or its designee, less any charge for clean up or repair.)



**Town of Fairhaven
Massachusetts
Select Board**

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The undersigned further agrees, for him or herself and his or her heirs and assigns, to defend and indemnify the Town and its officers, agents and employees against all such suits, claims and demands by any third party, including invitees and others, and to save them forever harmless therefrom.

If any damage to the Town Hall and or Town Hall Auditorium or any equipment or appurtenance therein, results from any act or neglect of the undersigned, its agents, guests, licensees or invitees, The undersigned shall be liable therefore and shall upon demand, reimburse the Town for all costs and expenses of such repairs and damages.

The undersigned hereby acknowledges that he or she has read and understands this release and Indemnification, and that if he or she is signing on behalf of another person or entity, he or she is authorized to do so and that such other person or entity intends to be fully bound hereby.

Signature:

Angela Dawicki

Printed Name:

Angela Dawicki

Date:

03/30/2023

Before me:

Megan M. Bruce
Witness Signature



Temporary Street Closure

**Cherry Blossom Festival
Sunday, May 7, 2023**

**Request to restrict traffic on Cherry Street
from Oxford St. to Pilgrim Ave.
and on Pilgrim Ave. from Cherry St. to the
eastern end of Cooke Memorial Park**

Received on April 12, 2023, 3:07pm



Whitfield-Manjiro Friendship Society, Inc.

11 Cherry Street, Fairhaven, MA 02719

Tel. 508-858-5303

www.Whitfield-Manjiro.org

**President & CEO
Gerald P. Rooney**

**Honorary President
In memorium
Dr. Shigeaki Hinohara**

February 7, 2023

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

Dear Ms. Ellison:

As you are most likely aware, our non-profit agency sponsors several activities/festivals during the calendar year. One of the earliest each year is the Cherry Blossom festival. This year it will take place on Sunday, May 7th from 10:00 AM to 3:00 PM. As to location we wish to revert back to the original setting which we used for many years. The main activities would take at the Cooke Memorial Park at the corner of Cherry and Pilgrim Ave. Other activities will be offered at our museum at 11 Cherry Street. Thus, we would ask that traffic would be restricted on Cherry Street from Oxford St. to Pilgrim Ave. and on Pilgrim Ave. from Cherry St. to the eastern end of the Park.

We would like to have the Town's permission for the event and the limited closing of the streets involved. If there is a need for additional information, please contact me as soon as is convenient. My cell phone number is 508-269-4659.

Sincerely,

Gerald P. Rooney

SELECT BOARD'S MEETING

**Agenda Item
(Tues., April 18, 2023)**

**Special One Day Liquor License
All Alcoholic Beverages
(Note: Third Party Permit Submitted with application)**

**“Annual Blessing of the Bikes”
Officiated by
St. Joseph Catholic Organization**

**To be held on the outside grounds
Under tent area
At The Ice House Restaurant
136 Huttleston Avenue
Fairhaven, MA 02719**

**Date: Sunday, May 7, 2023
(12:00 Noon – 6:00 PM)**

Taxes: Ok
Tips: Ok
3rd Party Permit submitted



TOWN OF FAIRHAVEN

APPLICATION FOR SPECIAL LICENSE

General Law Chapter 138, Section 14

Date: 2/08/23

To the Licensing Board:

The undersigned hereby applies for a SPECIAL LICENSE under provisions of Chapter 138, Section 14

to sell

ALL ALCOHOLIC BEVERAGES
(Beer and Wine) or (All Alcoholic Beverages)

For an EVENT to be held at

136 HUTTLESTON AVE

FAIRHAVEN, MA, 02719

by ~~ICE HOUSE LLC~~ St. Joseph's Catholic Church
date 5/07/23 Organization

from 12:00 PM to 6:00 PM

2023 MAR 22 P 2:28
RECEIVED

Name of Applicant: ICE HOUSE LLC DBA ICE

Address of Applicant: HOUSE BAR & GRILL
20 BLACKMEIR ST

NB, MA 02744

Telephone: 508 (910) 2134

For a banquet or public dinner, the applicant should be responsible, manager of the banquet or public dinner.

For a picnic, field day or outing, applicant should be a representative of responsible organization or individual.

FEE:

Beer & Wine \$20.00

All Alcoholic \$35.00



Town of Fairhaven
Massachusetts
Select Board

40 CENTER STREET
FAIRHAVEN, MA 02719
TEL: (508) 979-4023
FAX: (508) 979-4079
Selectmen@Fairhaven-MA.gov

Permit for Third Party use of licensed premise
(For rental or donated use of hall or club by third party)

PLEASE PRINT

Licensee Name: ICE HOUSE LLC (St. Joseph's)

Date and Hours of Function: 5/07/23 12:00 PM - 6:00 PM

Name, Address and Telephone Number of Third-Party Group or Individual ICE HOUSE
136 HUTTLESTON AVE. FAIRHAVEN, MA 02719
(508) 992-2337

Name of Responsible Person: AARON HYSLOPE

Telephone Number of Responsible Person: (501) 201-4020

Type of Event Detailed Description)
CHARITY EVENT (BLESSING OF THE BIKES)

Will There Be Entertainment. If Yes, Describe:
YES - 4 PIECE BAND

Will Persons Under 21 Be Allowed to be present: Yes No

Estimated Number of Attendees: 350 EST.

Will There Be Security for the Event: Yes No

If Yes, Describe:

MUST BE SUBMITTED TO SELECT BOARD AT LEAST 3 BUSINESS DAYS BEFORE EVENT

Fax: 508-979-4079 or Email: LPina@Fairhaven-MA.gov

(Licensing Authority Use Only)

Police Detail Required: YES NO

Number of Officers

Police Chief or Designee Signature

Date

ICE HOUSE GARAGE

FOOD SERVICE

BAR

HARPOON ROOM

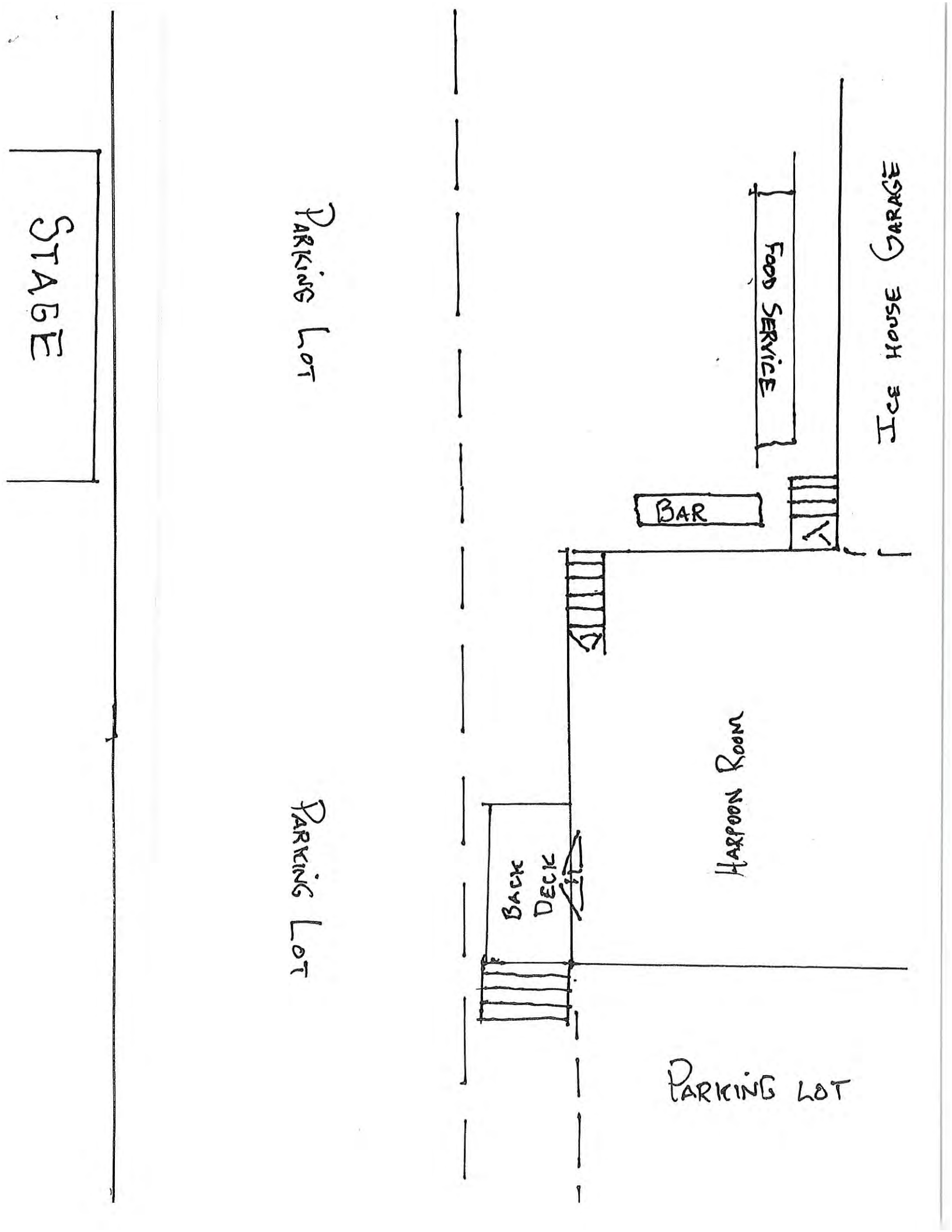
BACK DECK

PARKING LOT

PARKING LOT

PARKING LOT

STAGE



SELECT BOARD'S MEETING

Liquor License Hearing

Tuesday, April 18, 2023

@ 6:30 PM

**Transfer of License
(Restaurant/Beer & Wine)**

To:

**C & F Property Development, LLC
d/b/a Gene's Famous Seafood
146 Huttleston Avenue
Fairhaven, MA 02719
Manuel Freitas, Proposed Manager**

Taxes:
WC:
Tips:
Bldg.:
Health:

TOWN OF FAIRHAVEN

Notice is hereby given under Chapter 138 of the Massachusetts General Laws that C & F Property Development, LLC, d/b/a Gene's Famous Seafood, 146 Huttleston Avenue, Fairhaven, MA, Manuel Freitas, Manager, has applied for the transfer of a Restaurant/Beer & Wine License.

The described premise consists of two (2) kitchens, preparation room, dining room and two toilets, two (2) front entrances and two (2) rear exits and delivery door.

A hearing will be held at a Select Board's Meeting, Fairhaven Town Hall, Banquet Room, 40 Center Street, Fairhaven, MA on Tuesday, April 18, 2023 at 6:30 PM.

FAIRHAVEN SELECT BOARD

Stacia Powers, Chair
Leon Correy, III, Vice Chair
Robert J. Espindola
Charles K. Murphy, Sr.
Keith Silvia



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 General On-Premises"/>	<input type="text" value="Wines and Malt Beverages"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Total Sq. Footage	<input type="text" value="20,560"/>	Seating Capacity	<input type="text" value="38"/>	Occupancy Number	<input type="text" value="38"/>
Number of Entrances	<input type="text" value="two"/>	Number of Exits	<input type="text" value="two"/>	Number of Floors	<input type="text" value="one"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name By what means is the license being transferred?

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
<input type="text" value="Jeffrey P. Giovannini"/>	<input type="text" value="Pres, Treas, Sec, Director"/>	<input type="text" value="100%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. 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, LLC Members, 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
<input type="text" value="MANUEL FREITAS"/>	<input type="text" value="44 Whiteweed Drive, Dartmouth, MA 02747"/>	<input type="text"/>	<input type="text" value="07/06/1979"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Manager"/>	<input type="text" value="50%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="MICHAEL CORREIA"/>	<input type="text" value="21 Seth Davis Way, So Dartmouth, MA 02748"/>	<input type="text"/>	<input type="text" value="09/17/1980"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="Manager"/>	<input type="text" value="50%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<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	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<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	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<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	<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 6, 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

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, 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
MANUEL FREITAS	wine & malt	CF Nash Restaurant Group Inc.	New Bedford

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, 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

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B 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
	none		

7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation 07/16/2020

State of Incorporation

Massachusetts

Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Connie Martin

Landlord Phone 508 9978518

Landlord Email cmm263@comcast.net

Landlord Address 215 Alden Rd, Fairhaven, MA 02719

Lease Beginning Date 12/31/2014

Rent per Month \$ 2,250.00

Lease Ending Date 02/29/2036

Rent per Year \$ 27,000.00

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes No

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name: Donald Perry

Phone: 508 9971711

Title: Attorney

Email: attydonaldperry@aol.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	380,000.00
C. Other* (Please specify)	0
D. Total Cost	380,000.00

*Other: (i.e. 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):"

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
C & F Property Development LLC	\$220,000.00
Total:	\$220,000.00

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.
Alynick, Inc.	\$160,000.00	Promissory Note	<input type="radio"/> Yes <input checked="" 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.

Promissory Note to Seller with Personal Guaranty of Buyer's Managers.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

APPLICANT'S STATEMENT

WE, Manuel Freitas & Michael Correia,

X the: sole proprietor; partner; corporate principal; LLC/~~LP~~ manager
Authorized Signatory

of LLC
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: Michael Correia

Date: 01/03/2023

Title: LLC Managers



Host Community Agreement

Elevation Retail

completion date extension



Town of Fairhaven
Office of the Town Administrator
40 Center St., Fairhaven, MA 02719

MEMORANDUM

To: Select Board

From: Angie Lopes Ellison, Town Administrator

Date: April 14, 2023

Re: Host Community Agreement (HCA), Elevation Retail completion date extension

Due to unforeseen delays during the licensing and permitting process Elevation Retail has requested an extension for the completion date agreed to in 2021.

A copy of their operating timeline and original HCA are included for consideration of a six-month extension.

ELEVATION RETAIL II LLC.

REVISED TIMELINE FOR ACHIEVING OPERATION

Below is an updated timeline for achieving operation of the Marijuana Establishment at 240 Bridge St. Fairhaven, MA 02719.

Status	Date	Milestone
COMPLETED	01/28/2021	Legal Interest in the Property Obtained
COMPLETED	04/26/2021	Host Community Agreement Signed
COMPLETED	06/03/2021	CCC Provisional Application Submitted
COMPLETED	11/18/2021	CCC Provisional License Issued
COMPLETED	1/21/2022	Special Permit Application Submitted
COMPLETED	09/27/2022	Special Permit Issued
COMPLETED	11/02/2022	Building Permit Application Submitted
COMPLETED	1/12/2023	Building Permit Issued
PROJECTED	04/21/2023	Facility Buildout Complete and Certificate of Occupancy Issued
PROJECTED	05/11/2023	CCC Final License Issued
PROJECTED	06/02/2023	Authorization to Commence Sales Issued
PROJECTED	06/05/2023	Begin Sales

TOWN OF FAIRHAVEN
ELEVATION RETAIL

Final 4.26.21

HOST COMMUNITY AGREEMENT

FOR THE SITING OF A MARIJUANA ESTABLISHMENT IN THE TOWN OF FAIRHAVEN

This Host Community Agreement (the "**Agreement**") is entered into this ____ day of April, 2021 (the "**Effective Date**") by and between the Town of Fairhaven acting by and through its Board of Selectmen, with a principal address of 40 Center Street, Fairhaven, MA -02719 (hereinafter the "**Town**") and Elevation Retail II, LLC, a Massachusetts Limited Liability Corporation, with a principal office address of 385 Great Road, Bedford, MA 01730 (hereinafter "**Company**") (Municipality and Company, collectively the "**Parties**").

RECITALS

WHEREAS, the Company wishes to locate a licensed Marijuana Establishment for the purposes of engaging in Retail Sale of Adult Use marijuana (the "Facility") at 240 Bridge Street, Fairhaven, Massachusetts 02719 in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.000, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations, as may be amended; and

WHEREAS, the Town recognizes this Facility will benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base; and

WHEREAS, the Company recognizes that the Town will incur expenses, including professional fees, related to the undertaking of this Agreement, and to public hearings and permitting for the proposed Facility prior to the state licensing of the Facility; and

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission or such other state licensing or monitoring authority, as the case may be, to operate the Facility and receives all required local permits and approvals from the Town; and

WHEREAS, the Company intends to make regular, periodic contributions to not-for-profit organizations providing services to the Fairhaven community including, but not necessarily limited to services, education, counseling and treatment for substance abuse and mental health; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Payments

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts, both quantifiable and unquantifiable, on the Town, In the event that the Company obtains the requisite license and/or approvals as may be required for the operation of the Facility, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the Town. Accordingly, the Company agrees to pay a Community Impact Fee to the Town, in the amount and under the terms provided herein. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources.

1. Company shall annually pay a Community Impact Fee in an amount equal to three percent (3%) of Gross Sales from marijuana and marijuana product sales at the Facility. The term "Gross Sales" shall mean the total of all retail sales transactions of the Facility without limitation, and shall include but not be limited to all adult use marijuana and medical marijuana sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility directly to consumers or wholesale to other Marijuana Establishments.
2. The Community Impact Fee shall be paid quarterly, on or by the 20 days following the end of each quarter of operation, commencing on the first day of the first full calendar month after the commencement of sales for any part of the Facility, and continuing for a period of five (5) years. The Facility shall be deemed to have commenced operation upon receipt of both an occupancy permit from the Building

Commissioner and the issuance of a Final Certificate of Registration and/or a Final License from the CCC (“Commencement of Operations”). At least 90 days prior to the conclusion of each of the respective five-year terms, the Parties shall meet to negotiate in good faith the terms of a new Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee, the Community Impact Fee specified in Paragraph 2.A.1 of this Agreement shall renew for a successive five year term, and at not less than the amount set forth above, until such time as the Parties negotiate a successor Community Impact Fee.

3. The Town shall use the above referenced payments in its sole discretion but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services, and permitting and consulting services, as well as unforeseen impacts upon the Town.
4. Pursuant to M.G.L. c. 94G, §3(d), a “community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment...” Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town’s usual building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Payment of Town Expenses At the time of the execution of this Agreement, the Company shall make a payment to cover the legal costs incurred to date in drafting this Agreement, and an initial payment to the Town of \$10,000 to be held by the Town, which the Town is hereby authorized to credit toward Town expenses described in the following paragraphs. The Town shall provide an itemized statement to the Company of all charges made to the funds so paid by the Company. In the event the funds are reduced to less than \$5,000 , the Company shall within 30 days’ notice pay an additional amount to return the funds to \$10,000 . Any funds remaining unused by the Town upon cessation of operations of the Facility shall be returned within thirty (30) days to the Company.
3. Pre-operations Fees and Costs: In addition to the Community Impact Fee, the Company shall reimburse the Town for any and all costs incurred by the Town prior to the commencement of Facility operations, including, but not limited to, reasonable consulting costs and fees related to any land use applications concerning the Facility,

negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility, training of staff, public relations and educational expenses.

4. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors, and legal fees.
5. Police Officer Training: The Company shall reimburse the Town for the actual cost incurred for a local police officer to complete Advanced Roadside Impairment Driving Enforcement training program and for certification and recertification of a Drug Recognition Expert.
6. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made within ten (10) days of the date they are due; the Town shall provide the Company with written notice of such failure to make a timely payment. The Company shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Company fails to make full payment within such cure period, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

C. Charitable Contributions

The parties hereby recognize and agree that the charitable contributions which the Company has pledged to make are purely voluntary, are not part of the consideration for this Agreement, and the failure of the Company to make any such contributions shall not be considered a breach of this Agreement.

D. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit annual financial statements to the Town within 60 days after the payment of its fourth quarter payment of the Community Impact Fee with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company agrees that in the event the Town is unable to verify the Company's Gross Sales and the

payment of the required amount of the Community Impact Fee, the Town may require the Company to have its financial records examined, copied and audited by an Independent Financial Auditor chosen by the Town. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized Gross Sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes; however, nothing in this provision shall prohibit the Company from appealing any assessment made on its property.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

5. Security and Safety

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in reviewing and approving all

security plans prior to the implementation and Commencement of Operations, including determining the placement of exterior security cameras, but in no event will the Police Department's review override the requirements of the CCC.

The Company agrees to comply with requirements outlined in Exhibit A and cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, immediate access and transfer of video footage from any video surveillance system of the establishment's interior or exterior when so requested by the Police Department (which request may be made when the Police Department has a reason to believe such footage may be of assistance in an ongoing investigation related or non-related to the Establishment's business) and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products produced by the Facility are not being transferred to the illegal market or to minors.

If requested, the Company shall implement a comprehensive diversion prevention plan to prevent diversion of medical marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the Commencement of Operations at the Facility. The Company shall present the diversion plan to the Police Department for its review and feedback and, to the extent required by the Police Department, work collaboratively to implement any reasonable changes, amendments or modifications to address local concerns.

The Company shall promptly report the discovery of the following to Town Police within 24 hours or forthwith as defined in Exhibit A of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security. The Licensee shall promptly copy the Town's Chief of Police on any notifications and submissions it makes to the Massachusetts Department of Public Health pursuant to 105 CMR 725.110 (F) and/or 935 CMR 500.110(7) or other provisions of law relating to the Establishment ("Incident Reporting").

In the event of accidental activation of a panic alarm, the Licensee will notify the Police Department that the activation was accidental. The Police Department may conduct a check of the facility in the event of an accidental activation.

The Company agrees and acknowledges that periodic inspections of the Facility by the Town's Police Department, Town's Fire Department, Building Department and Board of Health to ensure compliance with local bylaws, rules and regulations shall be a condition of continued operation in Town and agrees to cooperate with the Town's Police Department, Town's Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any reasonable concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all reasonable concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time by the Company or at the request of the Select Board, shall be reviewed and approved annually by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a Final license and/or Final Certificate of Registration from the CCC, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in the Town.

This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable licenses, permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws and regulations. The Town, by entering into this Agreement, is not hereby required or obligated to issue such licenses, permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Company and/or the Facility for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

8. Traffic Management

The Company shall at its own expense, employ a police detail, if deemed necessary by the Town, to manage traffic at the site. In the event there is traffic queuing at the Facility which cannot be accommodated through existing parking and police detail, the Company shall provide off-site parking and shuttle service to the Facility to alleviate traffic issues.

9. Electrical Usage and Renewable Energy Requirements

The Company shall (a) satisfy all minimum energy efficiency and equipment standards established by the Cannabis Control Commission and meet all applicable environmental laws, regulations, permits, and other applicable approvals; (b) adopt and use best management practices as determined by the Cannabis Control Commission to reduce energy usage and consumption and engage in energy conservation; and (c) ensure that lighting power densities for cultivation spaces does not exceed an average of 36 watts per gross square foot of active and growing canopy.

The Company shall report to the Select Board annually on its energy use and shall include in its annual report a summary of its ongoing strategies to further reduce electrical demand.

10. Water Consumption

The Company shall follow the CCC's Best Management Practices for Water Use. In addition the Company shall install water meters, conduct regular water audits to determine the amount and location of water use, and develop and implement a water savings strategy. The Company shall report to the Select Board annually on its water use, and shall include in its annual report a summary of its ongoing strategies to further reduce water use.

11. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations and comply with the CCC's Waste Management Requirements.

The Company shall exclusively use organic or natural cultivation processes to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company shall utilize cultivation processes such as hand watering of plants and use of dehumidification systems to ensure that there is no wastewater discharged as part of the cultivation at the Facility. Company agrees to consult with the Fairhaven Water and Sewer Division regarding its cultivation methods and wastewater plan prior to commencing cultivation at the Establishment or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Establishment. The Company shall comply with all reasonable requests of the Fairhaven Water and Sewer Division, including, but not limited to, testing requirements and tank holding requirements if necessary.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three years.

12. Odor Control Technology

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall utilize a commercial air handling system comparable to, and sufficient for, Retail Sales establishment use.

In the event the Town receives three or more complaints from citizens representing separate households and/or businesses within a two-week period with respect to odor impacts in relation to the operation of the Establishment, the Company shall be required to meet with the Select Board, which may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, or the conditions of the Special Permit and/or Site Plan Approval, with respect to odor violations.

13. Support

The Town agrees to submit to the CCC, or such other state licensing, registering or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license or certificate of registration to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

14. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall continue in effect for as long as the Company, or its successor or assignee, operates the Facility in the Town, and subject to Section 2.A.2, hereof with respect to the renewal of the Community Impact Fee.

In the event the Company has not secured a final license and certificate of registration from the CCC and all necessary local permits from the Town for the Facility and has not commenced the use/operations at the Facility within two years from the date this Agreement is signed, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Facility within the Town. The Select Board, in its discretion, may agree to an extension of the two-year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

15. Annual Reporting

The Company shall file an annual written report with the Town in connection with its annual financial submissions each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the Select Board, appear at a regularly scheduled meeting to discuss the Company's Annual Report.

16. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, not unreasonably withheld, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another

organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

17. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To the Town:

Town of Fairhaven,
Attn: Town Administrator
40 Center Street
Fairhaven, MA 02719

To the Company:

Attn: Andre Arzumanyan
Elevation Retail II LLC.
240 Bridge St.
Fairhaven, MA 02719

18. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. For the purposes hereof, substantial or material prejudice shall include, without limitation, reduction or termination of the payments required hereunder. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

19. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

20. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

21. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

22. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

23. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

24. Signatures

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

25. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

26. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Facility in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Payments due to the Town hereunder shall be

calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

27. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

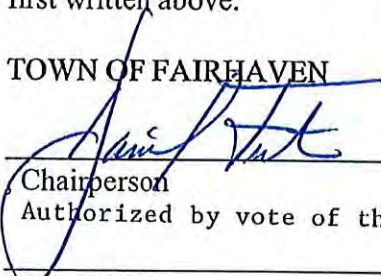
28. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF FAIRHAVEN


Elevation Retail II, LLC



Chairperson



President

Authorized by vote of the Board of Selectmen, April 26, 2021 

, Vice Chairperson

Clerk

EXHIBIT A

Marijuana Retail Establishment Requirements

In addition to all requirements under 935 CMR 500.000 and its specific subsections addressing security and other areas (500.110, 500.105, 500.100) of the Cannabis Control Commission, the Fairhaven Police Department requires the following:

- Commercial grade video system recording and monitoring of:
 - all points of entry and exit, exit doors
 - overhead doors
 - all parking areas
 - Vault areas
 - Delivery/Receiving Areas
 - Panic Alarms

Video shall be able to provide clear, identifying still photos and video of faces, vehicles and license plates.

- Fairhaven Police having remote access to the video as necessary
- Monitored alarm system to include all exterior doors, windows and other access points. The system shall include glass break and interior motion sensors
- Commercial grade exterior locks, doors and windows
- Limited access security, such as key card or biometric readers
- Roof access deterrent to include physical barriers and interior motion alarms
- Physical deterrents to unauthorized vault wall access (masonry, mesh lining etc)
- Currency Scanners for larger bills (Policy of Scanning \$20.00 bills and higher)
- Exterior parking lot shall allow for sufficient light to facilitate video surveillance and still photos
- Exterior windows shall have shatterproof film
- Traffic Study and or mitigation, if required by Chief of Police
- Detail Officer(s), as necessary, at the discretion and direction of the Chief of Police for safety and/or traffic concerns

- Any diversion, theft, loss or breach of security shall be reported to the Fairhaven Police forthwith. A final report concerning the matter shall be sent to the Fairhaven Police within 10 days.



HRIS Study Summary

1. The salaries/wages of the positions significantly below market average need to be brought into line with the market. Salary adjustments need to be made to these positions as soon as possible in order to avoid turn-over or poor moral. Also, as employees separate from the Town, these positions may be difficult to fill at the current pay ranges.
2. Continue using a pay step system for the non-union positions staff/management positions, which could still tie in nicely with a performance management and goal setting system. It also assists with management of compensation.
3. Turnover can be costly for this group of employees which require extensive training. Therefore, HRS recommends that the Town consider succession planning processes to train upcoming talent within the organization.
4. When placing the employees on the new proposed compensation plan, at a minimum, incumbents should be placed at or above their closest pay rate in order to not cut anyone's pay.
5. Overtime policies and their application vary by organization. This analysis did not include a comparison of positions with regard to overtime. Further analysis by the Town may be needed and considered in this area.
6. HRS recommends the Town not reduce the compensation level of any current employee. If an employee's current salary falls above the maximum of the recommended grade range, the Town should maintain the employee's salary above the maximum for the grade until the employee retires or separates from the Town. This is called "red-circling" a position. New employees can be hired at the appropriate lower pay rate. HRS recommends a single administrative policy be adopted and subsequently applied in all cases.

7. Whenever a vacancy develops, it is a good time to automatically review the position. This may involve a job analysis and updating the job description and reviewing the market for the particular position.
8. A pay philosophy guides the design of a compensation system and answers key questions regarding pay strategy. It generally takes a comprehensive, long term focus and explains the compensation program's goals and how the program supports the Town's long-range strategic goals. Without a formal pay philosophy, compensation decisions tend to be viewed from a short-term tactical standpoint apart from the organization's overall goals. HRS strongly recommends that the Town administration work closely with the Board of Selectmen to develop a uniform compensation policy for all employees in the Town. This should include accompanying administrative policies and guidelines. This type of comprehensive compensation administrative plan will ensure better communication to all employees which may have been the initial requirement needed here. The Town can do this on its own or they can engage a consultant to facilitate this process and assist with the policies.



Sign Annual Town Meeting Warrant

Tuesday, April 18, 2023



Correspondence



The Buzzards Bay Action Committee

D 1

Communities United To Preserve & Protect Buzzards Bay

Acushnet Bourne Dartmouth Fairhaven Falmouth Gosnold Marion Mattapoisett New Bedford Rochester Wareham Westport

2 Spring Street, Marion, MA 02738

774-930-8806

buzzardsbayaction.org

2023 MAR 22 P 2:39

RECEIVED

March 21, 2023

Fairhaven Board of Selectmen
Town Hall
40 Center St.
Fairhaven, MA 02719

Dear Selectboard Members,

Despite the pandemic it's been another busy and dynamic year for the Buzzards Bay Action Committee (BBAC). The BBAC has been assisting member communities since January 1991, when the Buzzards Bay Action Compact was signed by the original member municipalities in support of the Comprehensive Conservation and management Plan for Buzzards Bay.

This year we continued our partnership with the BBNEP and Mass Maritime in a stormwater collaborative to assist Buzzards Bay towns in meeting EPA's MS4 stormwater regulations in a cost-effective manner. By working together with the other municipalities this collaborative should help each town meet its requirements in a more economically practical manner.

One of the important functions of the BBAC is our position on the Buzzards Bay National Estuary Program steering committee. The BBAC has the lead voice in prioritizing where federal and state grant dollars have been allocated over the years. Additionally, once a month the BBAC municipal delegates meet with representatives from the U.S. Environmental Protection Agency and MA Coastal Zone Management, during which grant opportunities from each organization are brought forth and discussed. Each community has benefitted from their involvement with the BBAC, as may be seen on the enclosed list of grants awarded to each community through their association with BBAC.

We thank you for your continuing participation. Payment will be due after July 1, 2023.

PLEASE NOTE THE CHANGE OF ADDRESS ABOVE, THANK YOU!

FY24 Annual Assessment

\$1,899.24

Sincerely,

Elizabeth Leidhold
Executive Director, BBAC

Cc: Vincent Furtado, Fairhaven BBAC Delegate



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION & FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT & MAINTENANCE
ONE ASHBURTON PLACE, 15TH FLOOR
BOSTON, MA 02108
(617) 727-4050

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2023 MAR 30 A 11:19

BOARD OF SELECTMEN
FAIRHAVEN, MASS.

MAURA T. HEALEY
GOVERNOR

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

MATTHEW J. GORZKOWICZ
SECRETARY

CAROL W. GLADSTONE
COMMISSIONER

March 27, 2023

Chair
Board of Selectmen
Town of Fairhaven
40 Center Street
Fairhaven, Massachusetts 02719

RE: Commonwealth's Search for Lease Space

Dear Sir or Madam:

We wish to notify you that the Division of Capital Asset Management and Maintenance has issued a Request for Proposals (RFP) seeking to lease space in your community as summarized below:

Location: Dartmouth, Fairhaven, or New Bedford, within ¼ mile radius of public transportation (Southeastern Regional Transit Authority)

Type of Space: Office and Client Service

Amount of Space: Approximately 6,700 square feet of Usable Area

For Use By: Department of Developmental Services

Project Number: 202241300

The deadline for submission of proposals is May 4, 2023 at 2:00 p.m. The RFP can be viewed and downloaded from COMMBUYS using the link at <https://www.mass.gov/service-details/leasing-property-to-the-commonwealth>. You may also email gcleasenotices.dcammm@mass.gov to request a copy of the RFP, referencing the agency name and project number in your request.

Sincerely,

Debbie Russell
Director, Office of Leasing and State Office Planning

cc: Lisa Dixon, DCAMM



Office of Veterans Services
229 Huttleston Avenue
Fairhaven, MA 02719
508-202-4603 (Brad) or 508-658-3719 (Jane)
FAX: 508-979-4116
bfish@fairhaven-ma.gov
jbettencourt@fairhaven-ma.gov

April 11, 2023

Angeline Lopes Ellison, Town Administrator
40 Center Street
Fairhaven MA 02719

Dear Angie,

You are cordially invited to participate in Fairhaven's Memorial Day Parade on Monday, May 29, 2023.

Parade participants will assemble at the corner of Union and Main Streets at 9:30 and begin marching at 10:00 AM north on Main Street to Riverside Cemetery with a brief stop at Fairhaven High School for the flag raising.

There will be a gathering at the Fairhaven VFW afterwards.

Please join us to commemorate the day.

If you are interested (and we hope you are!), please reply by May 19, 2023 by contacting Brad or Jane for more detailed information at the phone numbers or email addresses listed above.

If we experience inclement weather on Memorial Day, a ceremony will be held at the Fairhaven VFW at 10:00 AM.

Sincerely,

Bradford Fish, VSO

**Massachusetts Association of Conservation Commissions**

protecting wetlands, open space and biological diversity through education and advocacy

2023 APR -3 A 11:42

FOR IMMEDIATE RELEASE:

Date: March 28, 2023

FOR INFORMATION CONTACT:

Dorothy A. McGlincy

617-489-3930

dorothy.mcglincy@macccweb.org

LOCAL RESIDENT COMPLETES

CONSERVATION COMMISSION CERTIFICATE TRAINING PROGRAM

The Massachusetts Association of Conservation Commissions (MACC) announced that it has awarded Bruce Webb associated with the Fairhaven Conservation Commission, a Certificate of Achievement for successfully completing eight units of MACC's Fundamentals for Conservation Commissioners certificate training program.

The Fundamentals program provides conservation commissioners and others with the basic knowledge and practical tools essential to carrying out many responsibilities of administering the Wetlands Protection Act and for open space planning and protection. Such training promotes sound, consistent fact based decision-making and builds respect for commission determinations. MACC's training program is the only comprehensive program offered to those involved with the Wetlands Protection Act and open space planning.

By achieving his certificate, Bruce has shown dedication to the good work of the conservation commission to protect our natural resources for current and future generations.

MACC is a non-profit environmental organization founded in 1961 to support, educate and advocate on behalf of conservation commissions. MACC works for strong, workable, science-based laws and regulations regarding wetlands, other water resources, open space, and biological resources. MACC offers educational programs throughout the state. Call MACC at 617-489-3930 or visit www.maccweb.org for more information.



Massachusetts Association of Conservation Commissions

protecting wetlands, open space and biological diversity through education and advocacy

March 28, 2023

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

Dear Select Board:

I am very pleased to inform you that Bruce Webb associated with the Fairhaven Conservation Commission, successfully completed eight units of the Massachusetts Association of Conservation Commissions (MACC) Fundamentals for Massachusetts Conservation Commissioners training program and has received a Certificate of Achievement for that accomplishment.

The Fundamentals program provides conservation commissioners and others with the basic knowledge and practical tools essential to carry out the many responsibilities of administering the Wetlands Protection Act and open space planning. Such training promotes sound, consistent fact-based decision-making and builds respect for conservation commission decisions. Each person who completes the course validates the wisdom of locally-based protection of wetlands and open space for current and future generations.

We congratulate Bruce for undertaking this training, as well as you and the Fairhaven Conservation Commission for recognizing the value of training in commission work and supporting this important training for your commission. Enclosed is a media release announcing Bruce's achievement for forwarding to your local newspaper.

We believe participation in continuing education on wetland and open space issues is an essential aspect of the work of conservation commission members and staff. We hope you will encourage commissioners to participate and assure that the commission budget includes adequate funding for the modest training fees necessary for participation.

Sincerely,

Massachusetts Association of Conservation Commissions

Dorothy A. McGlincy
Executive Director
Email: dorothy.mcglincy@maccweb.org

Enclosure

cc: Fairhaven Conservation Commission



45 CENTER STREET | PO BOX 30 | FAIRHAVEN, MA 02719

508-992-5342 | KDECICCO-CAREY@SAILSINC.ORG

WWW.MILLICENTLIBRARY.ORG

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RECEIVED

2023 MAR 20 A 11: 35

BOARD OF SELECTMAN
FAIRHAVEN, MASS.

Office of the Town Administrator
Fairhaven Select Board
Fairhaven Finance Committee
40 Center Street
Fairhaven, MA 02719

March 16, 2023

Greetings:

As our town progresses with a number of new leaders, the Millicent Library Executive Board would like to provide some background about the unique relationship between the Millicent Library and the town of Fairhaven. Millicent Library is formally Millicent Library Corporation, a nonprofit 501(c)(3), established by Henry Huttleston Rogers (HHR) in 1892 to manage and operate the library. The corporation is a separate entity, operating with a Board of Trustees, and a director and staff providing free library services to residents of Fairhaven and the surrounding area as part of the SAILS library network. The director and staff are employees of the Millicent Library Corporation, not the Town of Fairhaven.

Many people may know that the Millicent Library building was given to the Town of Fairhaven by HHR, in memory of his daughter, Millicent who had passed away at the age of 17. The Millicent Library Corporation is responsible for library operations, and normal maintenance of said building. The Library is a town-owned building and for that reason the Town has been responsible for Capital Improvement projects, although Library management has assisted in requesting grants for those projects in the past.

Many may not know that HHR, in 1888, had established the private Fairhaven Water Company which supplied water for Fairhaven. He later gave the Fairhaven Water Company to the Millicent Library as a funding source for ongoing operations. For 70-years, Millicent Library operated with dividends from the water company until the town sought to acquire the company including wells, pumps, and street piping. In 1966, a committee of Millicent Library trustees and Fairhaven leaders worked together to form a mutual agreement that would compensate for the purchase of the water company by the Town of Fairhaven.

Chapter 830 of the Acts of 1967 (amended from Chapter 715 from the Acts of 1966) formed a Massachusetts law that the town would agree to pay an amount by formula recalculated every year to consummate purchase of the water company. The agreed formula multiplied the town population times the average town/city per capita spending across MA, less other income. The per capita funding is to be calculated from the previous year, and is the amount spent for library operations. The agreement was formalized in 1968 after town meeting approval when town managers and library trustees signed the agreement, which included wording to accept the Chapter 830 law, attached to the agreement.

Payments to support Millicent Library operations are obligations of the Town of Fairhaven, according to the contract and Massachusetts legislation. These payments are not excessive when compared to other libraries across Massachusetts for several reasons. The per capita formula is based on library operating costs; however, our town's beautiful old building has many additional expenses beyond typical operations.



45 CENTER STREET | PO BOX 30 | FAIRHAVEN, MA 02719

508-992-5342 | KDECICCO-CAREY@SAILSINC.ORG

WWW.MILLICENTLIBRARY.ORG

Millicent Library has not qualified for the Massachusetts Libraries State Aid for 11 out of the last 12 years, because the amount we receive is below the required threshold for our town size. A waiver for the Aid has been obtained during these past years. However, the library is not guaranteed a waiver. If a waiver is not granted, we risk decertification of the library (see attached document describing risks).

Millicent Library trustees, director, and staff have a long history that exceeds 130 years, working to provide quality library services for our town residents. We run a tight ship, watch our budget closely, and have always managed to operate the library within the confines of the town appropriation and the state aid amounts we receive. We carefully follow MBLC requirements and engage annual audits to confirm financial procedures and records. The Library has always maintained an excellent working rapport with the Town of Fairhaven and has goals that will continue to provide valuable services for our residents for the foreseeable future.

Sincerely,

Kathy L. Lopes – President

Bruce Bendiksen – Vice President

Robert Kenworthy – Treasurer

Jane Risch – Assistant Treasurer

Kyle DeCicco-Carey – Director/Secretary

Enclosures:

- (1) 1968 Agreement
- (2) April 26, 1990 letter Crotty to Selectmen
- (3) Decertification Risk information

WHEREAS, the Town of Fairhaven, at its ^{adjourned} annual town meeting held March 16, 1968, under Article 6 (b) of the town meeting warrant duly voted to accept Chapter 715 of the Acts of 1966, as amended by Chapter 830 of the Acts of 1967, a certified copy whereof is attached hereto and marked "A" and;

WHEREAS, The Milliscent Library, a corporation duly organized under the laws of the Commonwealth of Massachusetts, is the owner of all of the outstanding and issued capital stock of the Fairhaven Water Company.

NOW, THEREFORE, the said Town of Fairhaven, acting by and through its Board of Selectmen and The Milliscent Library acting by and through its Board of Trustees, in consideration of One Dollar and other good and valuable consideration, including commitments made or to be made to each other as set forth in "A" attached hereto, hereby agree as follows:

I. The Town of Fairhaven, acting under authority of Article 6 (b) of the town meeting warrant of March 16, 1968, and in accordance with the provisions of Chapter 715 of the Acts of 1966 as amended by Chapter 830 of the Acts of 1967, promises, covenants and agrees that it will:

(a) Assume, by annual appropriation, the support and maintenance of The Milliscent Library insofar as any annual appropriation is required which, when added to the annual income of said Library from other sources, shall provide sufficient annual support per capita based upon the population of said Town to equal the annual per capita amount expended for free public library service for the entire Commonwealth of Massachusetts as determined by the Department of Education for the preceding year.

II. The Milliscent Library promises, covenants and agrees that:

of the Board of Selectmen and other residents of the Town appointed by said Board of Selectmen. Said public trustees shall have all of the powers granted any other members of said Board of Trustees and The Millicent Library shall do all things necessary to carry out the provisions of this section. A certificate of an amendment to the By-Laws of said Library authorizing said change is attached hereto and marked "B".

III. The parties agree that the closing date for this agreement shall be September 30, 1968, unless otherwise agreed by the parties.

TOWN OF FAIRHAVEN

by Earl J. Dies

Victor M. Flannery

Board of Selectmen

THE MILLICENT LIBRARY

by Earl J. Dies
Vice-President

George A. Bunnell
Treasurer

August 26, 1968.

I, Rita E. Steele, Secretary of the Board of Trustees of The Millicent Library, hereby certify that the above agreement was approved by the Board of Trustees of The Millicent Library on August 20, 1968 and that Earl J. Dies, the duly elected Vice-President of the corporation, and George A. Bunnell, the duly elected Treasurer, were duly authorized to execute the foregoing agreement in the name and on behalf of The Millicent Library.

Rita E. Steele
Secretary

"B"

I, Rita E. Steele, Secretary of The Millicent Library, certify that at a special meeting of the Board of Trustees of said Library duly called and held August 20, 1968, at which fourteen members were present, and the remaining two members submitted their written approval and consent, on motion duly made and seconded it was unanimously

VOTED: That the By-Laws of The Millicent Library be amended by striking out Section 8 of Article I thereof and substituting therefor the following section:

Section 8. From and after the effective date of an agreement between The Millicent Library and the Town of Fairhaven, under the provisions of Chapter 715 of the Acts of 1966 as amended by Chapter 830 of the Acts of 1967, and so long as said agreement remains in full force and effect, in addition to the members of the Board of Trustees provided for in the preceding sections there shall be five public members consisting of the chairman for the time being of the Board of Selectmen and four other residents of the town appointed by the Selectmen (two to be appointed initially for two years and two for one year, and thereafter two to be appointed annually for two years, vacancies occurring in their number to be filled by the Selectmen), the public trustees, so called, to have all the powers granted any other members of the board; so that thereafter the number of members of the Board of Trustees shall be an even number of which one-fourth shall be such public members.

I further certify that notice of intention to propose the adoption of this amendment was given at the next preceding meeting of the Board of Trustees, held July 2, 1968, and was included in the call for the meeting of August 20, 1968.


Secretary

August 28, 1968.

PERRY, HICKS AND CROTTY

ATTORNEYS AT LAW
888 PURCHASE STREET
P. O. BOX H-3102

NEW BEDFORD, MASSACHUSETTS 02741

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APR 30 10 54 AM '90
TELEPHONE

BUSINESS CENTER
FAX
(508) 997-3637

LEONARD E. PERRY
EDWARD D. HICKS
DANIEL C. PERRY
THOMAS P. CROTTY

April 26, 1990

MARC R. DESHAIES
MATTHEW J. THOMAS

Fairhaven Board of Selectmen
Town Hall
Fairhaven, MA 02719

Re: 1990 Warrant Articles

Gentlemen:

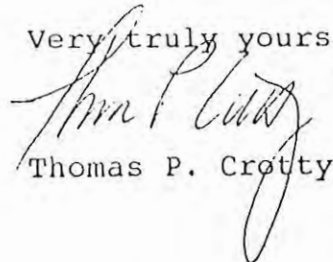
You have asked for my opinion as to the obligations of the town in appropriating funds for the Millicent Library.

Those appropriations are subject to c.715 of the Acts of 1966. That law provides that each year the town must appropriate enough money so that when added to revenues received by the library from any other sources the library's total budget based on the then population of the town will be equal to the annual per capita amount expended for free public libraries in the Commonwealth. That annual per capita amount is based on the Department of Education figures for the preceding years. This appropriation is mandated and cannot be varied by town meeting discretion.

In fact the figures of the Department of Education are not current. The computations are apparently two years old by the time they are released. As a result the town has consistently appropriated amounts which are one year out of date. The actual state wide average expenditure for 1989 may be less than in prior years (due to general municipal cutbacks). Since the town will be using the 1988 figure, the town's appropriation for Fiscal 1991 may be more than it should be, but this will again be corrected in the following year.

The only real way for the town to gain control of the library budget is by amendment of c.715 of the Acts of 1966. This would have to be accomplished by home rule petition for special legislation.

Very truly yours,



Thomas P. Crotty

lsf

cc: Library 4/30/90

Decertification Risk

From Mass Board of Library Commissioners Website on 3/15/23

See: <https://mblc.state.ma.us/programs-and-support/state-aid-and-arls/faqs.php>

1. The noncertified municipality and its library will not receive any State Aid to Public Libraries monies (M.G.L. c.78, s.19A).
2. Libraries in certified municipalities are not required to lend library materials to the library in the noncertified municipality (605 CMR 4.01 (6a)).
3. Libraries in certified municipalities are not required to extend reciprocal library services, beyond in-library use of their materials, to residents of the noncertified municipality (605 CMR 4.01 (6b)).
4. The library will not receive support through the Small Libraries in Networks Program. (*Our SAILS network*)
5. The municipality is not eligible to apply for funds under the Public Library Construction Program (605 CMR 6.05 (1)(c)), and any existing grant will be invalidated because the library must maintain eligibility throughout the construction process in order to receive grant funds (605 CMR 6.09(7)(b)).
6. The library will not be eligible to apply for grants under the Library Services and Technology Act (LSTA) program.

Qualifications:

See: <https://mblc.state.ma.us/programs-and-support/state-aid-and-arls/regs-standards.php>

To be certified each fiscal year, a municipality and its library must meet its Municipal Appropriation Requirement and the Minimum Standards of Free Public Library Service.

Municipal Appropriation Requirement (MAR)

Massachusetts General Law (M.G.L., c.78, s.19A) states that a municipality must appropriate a figure of at least the average of the last 3 years' municipal appropriations to the library for operations, increased by 2.5%, in order to be certified for State Aid to Public Libraries.

This calculated figure is known as the Municipal Appropriation Requirement (MAR).

A municipality **must meet the MAR or apply for and receive a waiver of the MAR** in order to be eligible to be certified for State Aid to Public Libraries by the MBLC. Capital appropriations cannot be used to meet the MAR.

How to Calculate the MAR

The MAR is calculated using the prior 3 years' municipal appropriations for operating expenses or the MAR figure, whichever is higher. The average of the 3 years' figures is increased by 2.5% to determine the MAR figure for the current fiscal year.

$$[(FYaa + FYbb + FYcc) / 3] \times 1.025 = MAR \text{ for } FYdd$$

(Additional requirements are included, such as hours, staffing, threshold for material purchases, etc)



Committee Liaison Reports

Committee Liaison Report – Bob Espindola – April 18th, 2023

The Fairhaven Bikeway Committee will be meeting again on Thursday, April 27th.



Will Gardner, member of the Committee, has organized the Bike Bus to run again, starting on April 28th, with children and parents riding from Pleasant Street to Wood School each Friday.

if you have friends or family with kids at Wood, please encourage them to sign up. [Here's the link](#) to the registration form.

Broadband Study Committee.

The Broadband Study Committee remains waiting to set up the next meeting until there is an opportunity for a presentation from an entity that would be able to provide a Public Private Partnership model. Under this model, the Private Partner would incur the cost of construction and bear any risk associated with the project. The costs for internet would, then, not be much different from what we are paying now but the PPP would allow for competition among Internet Service Providers (ISP's) on a newly constructed Fiber network. Under some PPP models, the Town would, after a period time, be able to own the system outright. Once the BSC has an opportunity to study this model, I will bring any feedback back to this Board.

Broadband Coalition

The Broadband Coalition met on for a third time on second time on March 23rd. Members of the Massachusetts Broadband Institute addressed the Coalition to discuss Federal and State Broadband funding sources and to present information about the Broadband Fellowship opportunities available (which SRPEDD subsequently submitted an application for on behalf of all SRPEDD communities.

A subset of Coalition members from local communities including Dartmouth, Westport, Fairhaven and possibly Mattapoissett, and New Bedford, will meet in the afternoon on Tuesday, April 18th to kick off discussions about the feasibility for a Public Private Partnership (outlined above) for our region.

The full Coalition will hold its April Meeting on the 19th at 4:30 P.M. and will have a guest speaker from the Institute of Local Self Reliance (ILSR) ILSR is a national research and advocacy nonprofit organization. They published an article about the coalition on Thursday, April 13th that you can find here <https://communitynets.org/>.

The Massachusetts Municipal Association also published an article about the coalition on their website and in their monthly news publication "the Beacon".

MMA website article link (<https://www.mma.org/communities-form-new-coalition-to-facilitate-broadband-efforts/>).



MMA also published the article in their monthly news bulletin (see page 15 in this link <https://www.mma.org/wp-content/uploads/2023/03/MMA-Beacon-April-2023.pdf>)

The Coalition hopes the coverage will help increase membership.

SRPEDD

The next meeting of SRPEDD Commissioners will be on Wednesday, April 26th.

As voted by our Select Board at a prior meeting, I did work with SRPEDD Executive Director, Jeffrey Walker, to submit an application for a Digital Equity Fellow that would work in the SRPEDD region, with any community that has a need, including Fairhaven. Awards have not yet been announced by the granting authority, Massachusetts Broadband Coalition.

SMMPO – The SMMPO will meet on Tuesday, April 18th.

Northeast Maritime Institute – US Coast Guard Ceremony

I was able to attend the ceremony at Northeast Maritime Institute on Thursday, April 13th where NMI and members of the US Coast Guard met to sign a Memorandum of Agreement whereby students who graduate from NMI will have received training that will allow them to automatically be placed with an advanced ranking in the US Coast Guard or in the USCG reserves while they work as they work in the maritime industry. This is a first of its kind program and the Coast Guard has high hopes the program will bolster its recruitment efforts.

In the photo, NMI President, Eric Dawicki, addresses faculty, Coast Guard Officers, staff and student body.

