



# Fairhaven Board of Selectmen

## Meeting Minutes

July 22, 2019

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FAIRHAVEN,  
MASS.

Present: Chairman Charles Murphy, Vice Chairman Robert Espindola, Clerk Daniel Freitas, Town Administrator Mark Rees and Administrative Assistant Vicki Paquette.

Chairman Murphy called the meeting to order in the Town Hall Banquet Room at 6:38 p.m.

The meeting was recorded by Cable Access.

### MINUTES

Mr. Espindola made a motion to approve the minutes of May 6, 2019 Open Session. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of May 20, 2019 Open Session. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of May 20, 2019 Executive Session. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of June 3, 2019 Open Session. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of June 3, 2019 Executive Session. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of June 17, 2019 Open Session. Mr. Freitas seconded. Vote was unanimous. (3-0)

### TOWN ADMINISTRATORS REPORT

Mr. Rees updated the Board:

- Mr. Rees told the Board that Agenda item F2 (Town Hall handicap access report) will be tabled.
- Mr. Rees told the Board he had the pleasure of participating in the Town's 4<sup>th</sup> of July parade and to fire one of the five seacoast cannons at the Fort. Mr. Rees thanked the parade committee of Veterans Officer Brad Fish, who chaired the committee, Jane Bettencourt, John Medeiros, Bill Moniz, Bill Kleigal, Erin Costa, Derek Frates, Wayne Oliveira and Vicki Paquette for organizing the parade.
- Mr. Rees said the Emergency Management Agency (EMA) received a 2019 Shelter Support Trailer. The trailer contains all of the shelter supplies making the EMA response

to set up a shelter quick and efficient. The trailer was purchased through a MEMA grant (Attachment A)

- On June 17<sup>th</sup> Mr. Rees met with representatives of the various municipal and school unions to discuss re-instituting the Insurance Advisory Committee (IAC) to review the Town's health insurance program for the purpose of containing costs
- Harbormaster Tim Cox brought Mr. Rees on a boat tour of the Town's oyster beds in Little Bay which will be ready for harvesting next year, they also looked at the necessity for dredging at the West Island Causeway and observed the clam growing operation at Hoppy's Landing. They also looked at Union Wharf and the need to control illegal dumping and making sure that the handicap parking space is properly marked.
- On July 11, 2019, Finance Director Wendy Graves and Mr. Rees met with the Finance Committee to review year end transfers, all of which were approved. They temporarily tabled the request to fund handicap accessibility improvements at the Fire Station voting location because they are seeking some additional information.
- Mr. Rees and Town Counsel, Tom Crotty and Representative Straus's office have been working on directing the land "swop" between Livesey Park (for parking for the Oxford School project) and also the town tax title land on West Island
- On July 17, 2019 Mr. Rees and Town Planner Paul Foley will meet with Steve Labelle, who is considering applying for a recreational marijuana license within the town's marijuana overlay district
- On behalf of the Fairhaven, Town Counsel has entered into an arrangement with the EPA and the DEP regarding the Atlas Tack property, this will put all the Town's respective liens on the Atlas Tack property on an equal basis with the Town's capped portion at \$80,000 plus interest. Mr. Crotty has informed Mr. Rees that the EPA and DEP have signed off on the arrangement which will now allow the EPA to send a notice to the owner of the Atlas Tack property requiring them to take the next steps that will allow for the eventual possible redevelopment of the property
- Mr. Rees started meeting with Department Directors to do their performance review for the period of July 1, 2018 to June 30, 2019. He will be taking this opportunity to review with them FY20 Objectives that are based on the Board of Selectmen Policy Goals for FY20 and the various planning documents that have been approved including the Master Plan, Open Space and Recreation Plan, Hazard Mitigation Plan, Economic Development Plan, etc.
- Mr. Rees said the Town has received word from the state that Fairhaven has been awarded a Municipality Vulnerability Preparedness (MVP) grant in the amount of \$55,000 "to complete a community resiliency planning process that will examine Fairhaven's vulnerability and strengths and identify priority actions to build resilience as the climate changes". Completion of this study will make Fairhaven eligible to apply for state grants to fund the "priority actions" identified in the study. Mr. Rees thanked Whitney McClees who was instrumental in having the Town awarded this grant.
- Mr. Rees said he received a recent report from Fire Chief Tim Francis explaining the Insurance Service Office (ISO) classification rating in Fairhaven. The ISO rating is used by property insurance companies in determining property owner's insurance premiums. Currently Fairhaven's rating places the Town in the top 12% of nation. (Attachment B)
- Mr. Rees reported that the adoption of a memorandum of understanding has been signed consolidating all solid waste related expenses (Recycling collection, trash collection and disposal at SEMASS being the major ones) into one line item and the management of those functions have been placed under the Board of Public Works, with the Board of

Health continuing to provide technical assistance. Mr. Rees thanked the Board of Health and the Board of Public Works and their respective directors, Mary Kellogg and Vinnie Furtado for making this happen.

- Mr. Rees announced that Human Resources Director, Anne O'Brien has recently been certified as Human Service Professional by the Society for Human Resource Management
- Mr. Rees, Tim Cox, and Paul Foley met with representatives of the New Bedford Port Authority, the EPA, the DEP and the Army Corp of Engineers this past week to discuss the Phase V dredging program around public and private wharfs and piers in the harbor. This work is expect to start this fall
- Mr. Rees said he received correspondence from the Massachusetts Municipal Association (MMA) that the Federal Communication Commission (FCC) is moving forward with changing the rules regarding how Cable T. V. companies pay their franchise fees to local government with significant negative impacts on local cable t.v. production operations. Superintendent Baldwin and Mr. Rees will be submitting a joint letter to the FCC expressing the town's dis-satisfaction with the proposed rule changes. Selectman Espindola will work with Mr. Rees on this subject. Mr. Espindola made a motion for the Board of Selectmen to support the Town Administrator writing a letter to the FCC regarding the Cable T.V. issue. Mr. Freitas seconded. Vote was unanimous. (3-0)
- Mr. Rees told the Board that the total net funds coming to the Town, from inception in 2013 to the end of FY19 for the Wind Turbines, not including ground rent/taxes, is in excess of \$1.3 million dollars

### **COMMITTEE LIASON REPORTS**

Mr. Espindola told the Board that the Broadband Study Committee will meet Tuesday, July 23, 2019. This is an informational meeting only

Mr. Espindola said that Economic Development Committee, Wellness Committee and Marine Resources will meet next month

Mr. Espindola told the Board the Bikeway Committee has applied for and was awarded a \$650,000 grant for the Safe Route to School program at intersection at Sconticut Neck Road and David Drown Boulevard. This is expected to take place in 2021. Mr. Espindola thanked Bikeway Committee Chair, Mat Coes, Wood School Principal Ms. Amy Hartley-Matteson, and DPW Superintendent Vinnie Furtado for their hard work in obtaining this grant.

Mr. Freitas has a meeting with the Bristol County Commissioners next week

Mr. Murphy and the Sister City Committee met with Mr. Rees, Tourism Director Chris Richard and leaders in the city of New Bedford to discuss the upcoming Manjiro Festival in October.

### **PUBLIC HEALTH NURSING**

Mr. Rees explained this is an annual contract between the Town and the Community Nurses. Mr. Espindola made a motion to approve the Public Health Nursing contract. Mr. Freitas seconded. Vote was unanimous. (3-0) (Attachment C)

### **SELECTMEN'S MEETING SCHEDULE CHANGE**

Mr. Espindola made a motion to change the date of the Monday, November 18, 2019 Board of Selectmen's meeting to Wednesday, November 13, 2019. Mr. Freitas seconded. Vote was unanimous. (3-0)

#### **HEALTH INSURANCE CHAPTER 32B, SECTION 21-22**

Mr. Rees explained to the Board that currently the Town is in the process of trying to restructure the health insurance. A member of the Board of Selectmen has served on the management team for negotiations in the past for the health insurance. Mr. Espindola made a motion to re-adopt Chapter 32B Section 21 and 22 of the health insurance. Mr. Freitas seconded. Mr. Murphy abstained because he subscribes to the Town's health insurance plan. Vote passed. (2-0-1)

#### **NORTHEAST MARITIME GRADUATION**

Mr. Rees explained this is a routine application to for the use of the Town Hall auditorium for the Northeast Maritime Graduation and they have already supplied the insurance certificate and the indemnification agreement. Mr. Espindola made a motion to authorize the use of the Town Hall Auditorium for the Northeast Maritime Graduation ceremony on Saturday, September 14, 2019. Mr. Freitas seconded. Vote was unanimous. (3-0)

#### **OUR LADY OF ANGELS FEAST**

Mr. Murphy told the Board this is an annual event application for the Our Lady of Angels Catholic Association and he disclosed that he is the treasurer of the association. Mr. Espindola made a motion to approve the event permit request for a special one day all alcoholic Beverages License for the Annual Three day feast on Saturday, August 31, 2019, Sunday, September 1, 2019, and Monday, September 2, 2019. Mr. Freitas seconded. Chairman Murphy abstained. Vote passed. (2-0-1)

#### **BUZZARDS BAY WATERSHED BIKE RIDE**

Allen Decker from the Buzzards Bay Coalition explained to the Board that the watershed bike ride is one of the Coalition's most popular events. This is a cycling event that spans though 13 towns, including Fairhaven, and over 100 miles eventually ending in Woods Hole.

Mr. Espindola made a motion to approve the Buzzards Bay Coalition Watershed Ride on October 6, 2019 and grant permission to allow 4-6 18"x24" temporary signs about the Ride along the bike path route only for the month of September only. Mr. Freitas seconded. Vote was unanimous. (3-0)

#### **PEDAL FOR THE PATH**

Mr. Espindola recused himself because he a Southcoast Bikeway Alliance (SCBA) member. Mr. Freitas made a motion to approve the event for the SCBA Pedal for the Path on Sunday, August 18, 2019. Mr. Murphy seconded. Vote passed. (2-0)

#### **ROGERS SCHOOL PURCHASE AND SALE**

Mr. Rees reminded the Board that the Rogers School negotiating committee members, Selectman Freitas, Sue Loo, and Eddie Lopez have been diligently working to form an agreement for the purchase and sale of Rogers School. Mr. Rees told the Board this is a significantly conditioned agreement. (Attachment D) Mr. Murphy read a letter of endorsement from committee member Sue Loo. (Attachment E)

Mr. Freitas thanked the Rogers Negotiating Committee for all of their hard work.

Mr. Espindola made a motion to authorize the Town Administrator, on behalf of the board, to sign the purchase and sale agreement as presented. Mr. Freitas seconded. Vote was unanimous. (3-0)

### **AMERICAN LEGION LEASE – 54 MAIN STREET**

Mr. Rees explained to the Board that the Town has taken the property at 54 Main Street for tax title due to years of unpaid taxes. The Town has currently allowed the owners to remain in the building and continue to operate the American Legion Club to allow them time to pay back the back taxes or until the building can be sold at auction. In order for them to continue to operate as a licensed club they must have liquor license liability insurance. The only way to acquire the insurance is to have an interest in the property either as the owner or as a lease. Town Counsel Tom Crotty and the Town's Tax Attorney Dave Coppola has advised the Town to enter into a lease which will then allow the American Legion Post evidence of property rights to get the insurance.

Based on the market rates for retail space in Fairhaven and considering the condition of the property, the Town will charge the American Legion a monthly rental fee of approximately \$4200 per month. (Attachment F) Mr. Espindola made a motion to have the Town Administrator act as custodian of the lease of the tax title property at 54 Main Street. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to authorize the Town Administrator to sign the lease agreement on behalf of the Town. Mr. Freitas seconded. Vote was unanimous. (3-0)

### **SHAW FARM CONSERVATION RESTRICTION AMENDMENT**

Allen Decker, Director of Land Protection for the Buzzards Bay Coalition (BBC) met with the Board to explain that the BBC is looking to amend the existing Conservation Restriction (CR) to add a 4 acre parcel that the CR currently surrounds on 3 sides with the 4th side being Mass DCR's Nasketucket Bay State Reservation. The BBC feels it makes sense to add the acreage to the CR to complete the protection of the property and complete the buffer for the farm fields. The Coalition has a chance to purchase the land that is owned by Philip DeNormandie. Even though the property is located in Mattapoisett, the original Shaw Farm Conservation Restriction from 2014 includes Fairhaven, so in order to amend the original contract the Board of Selectmen must approve the change. Mr. Espindola made a motion to approve the amendment to the Conservation Restriction for the Shaw Farm property. Mr. Freitas seconded. Vote was unanimous. (3-0)

### **HOPPY'S LANDING**

Harbormaster Tim Cox and members of the Board of Public Works (BPW), Robert Hobson, Frank Coelho, Keith Silvia and BPW Superintendent Vinnie Furtado met with the Board to discuss the issue of cutting the weekly grass at Hoppy's Landing. Mr. Rees explained that

currently the BPW staff have been cutting the grass and they are already short staffed. Mr. Rees and Mr. Cox did an informal Request for Proposal (RFP) to find landscapers to cut the grass. Mr. Furtado told the Board that the Town has grown more than the staff and he has asked for Mr. Cox to hire a landscaper this year so he could focus on other areas of town this year while the weather is warm.

Mr. Coelho feels that there needs to be more discussion on this issue because he feels that in the past, the Harbormaster used to cut the grass at Hoppy's Landing. He also feels that hiring a landscaper will be taking work away from our Union workers. Mr. Rees said he will look into this to see if there is a conflict due to collective bargaining. Mr. Freitas would like to see the Town look into hiring more part time summer help next year to do the grass cutting. Mr. Hobson agrees with Mr. Freitas and would like to see more part time help and to determine whose responsibility it is to cut the grass at Hoppy's. Mr. Hobson would like to mention that Union Wharf has a lot of trash, as well. Mr. Cox said the dumpster at Union Wharf is be fenced in and he himself goes down there to pick up trash.

### RASPUTINS

At 7:13 p.m. the Board met with Rasputin's owners Matt and Ellen Cebula, their Attorney John Connell. Also in attendance were Fairhaven Police Chief Michael Myers, Fairhaven Police Captain Michael Botelho, Fairhaven Detective Sargent Matthew Botelho, and Fairhaven Town Counsel Tom Crotty. Chairman Murphy read a statement:

*"This is a continuation of the hearing previously before the Board on June 3, 2019. At that time, it was the Board's understanding that there was an agreement with the licensee to impose a daily one hour suspension for a three month period. Within days of that hearing, the Board learned that the licensee did not agree. As a result, the Board voted to reopen the hearing for further action. The licensee was given notice of tonight's further hearing by notice dated July 11, 2019, which will be made part of the record. (Attachment G) The evidence before the Board consists of the police reports previously submitted, as well as the statements before the Board by the police chief and officers, and the licensee through its prior counsel. Tonight the Board will consider further evidence relevant to a penalty for license violations, including an incident on June 3, 2019 as noted in the latest notice to the licensee. This is a public hearing and not a public forum. The Board or the licensee may request testimony from witnesses present. But the hearing will not be open for general public comment."*

Attorney Crotty suggested having Chief Myers make his recommendations to the Board regarding a recent incident that occurred at Rasputin's. Chief Myers stated that there was an incident of an explosion near the bar and even though it involved two patrons of the bar it did not appear to have been any involvement by the bar, its staff or management.

Mr. Espindola made a motion to drop the June 3, 2019 incident from the formal notice for consideration for tonight's meeting. Mr. Freitas seconded. Vote was unanimous. (3-0)

Town Counsel stated that the Board is back to where they were on June 3, 2019 and the evidence is now closed. The Board must make its determinations and act on each independently.

Mr. Murphy read the Violations and the minimum penalties for each:

*Per Town Regulations Section 204 Appendix A.*

Under the town's Alcoholic Beverages regulations the following are minimum penalties for first offense for the violations noted in the notice of hearing:

- Supplying alcohol to a minor 4 Days
- Supplying alcohol to an intoxicated person 2 Days
- Unlawful activity, drugs 2 Days
- Unlawful activity, disturbance of the peace 2 Days
- Dispensing in unsanitary manner 2 Days
- Unsanitary conditions 2 Days
- Violation of entertainment license 2 Days

Attorney Crotty told the Board they should take each violation separately and make the findings of the facts to impose the penalties. Mr. Crotty told the Board they are not required to open the evidence again just because the licensee has a new counsel representing them.

Mr. Espindola made a motion that the Board of Selectmen finds it was a fact that alcohol was served to a minor. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion that the Board of Selectmen finds it was a fact that alcohol was sold or supplied to intoxicated persons. Mr. Freitas seconded. Vote was unanimous. (3-0)

Rasputin's Attorney John Connell does not feel there is sufficient evidence that the bar supplied alcohol to an underage patron or served an intoxicated person. Detective Sargent Botelho stated that his undercover officers were at the bar and witnessed an underage patron enter the bar and was served alcohol. Detective Sargent Botelho's undercover officers also observed intoxicated patrons being served at the bar. Chief Myers stated that the police report does not have specific dates included because they are all part of undercover investigations and providing these dates may jeopardize the confidentiality of undercover resources.

Mr. Espindola made a motion that the Board of Selectmen finds it was a fact that there was unlawful sale and use of drugs in, on or around the licensed premises. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion that the Board of Selectmen finds it was a fact that there was a disturbance of the peace, including but not limited to noise, fighting, and public urination. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion that the Board of Selectmen finds it a fact that alcohol was dispensed in an unsanitary manner in the form of a so called "body shot". Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion that the Board of Selectmen finds it a fact that there were unsanitary conditions by allowing employees of licensee to dance on the bar. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion that the Board of Selectmen finds it a fact that there was a violation of their limited entertainment license, in the form of dancing on the bar while clad in bikinis. Mr. Freitas seconded. Vote was unanimous. (3-0)

Attorney Crotty explained to the Board per Town Regulations Section 204 Appendix A the total of the violations add up a 16 day suspension.

Mr. Espindola asked about the change of manager that was supposed to have taken place at the previous hearing. Mr. Rees said no paperwork has been filed with the licensing clerk at Town Hall. Attorney Connell told the Board the change in manager was not done because he was not the bar's attorney at the last hearing and he did not know about it but he will speak with his clients and get the necessary paperwork filed. Mr. Cebula said he never authorized the previous attorney to agree to the 1 a.m. change in closing time and he has spent over a quarter of a million dollars on security for the bar. He said the bar has lost over \$1,000 a week in revenue because of the time change and the extra security. He also, said he was not aware that "body shots" were a health violation. Mr. Cebula feels that there are other bars in the neighborhood that contribute to the noise outside. Rasputin's information technology person, Shawn O'Brien, feels that the information the Fairhaven Police are saying is over stated because the bar has 2 security systems in place, two outside and one inside. Mr. Cebula said he has security on the door 7 days a week to stop the underage drinking.

Mr. Espindola feels that this issues at Rasputin's are a recurring problem, and they get better for a short time and then go back to the same problems.

The Board discussed the idea of holding some of the penalties in abeyance if the conditions they impose are not met. Town Counsel explained that the Board could only do this if certain things are agreed upon and suggested that the Board define what the trigger event to hold the sanction in abeyance. Attorney Connell told the Board if there will be any days suspended he objects to the first 3 violations (supplying alcohol to a minor, supplying alcohol to an underage person and unlawful drug activity).

Chairman Murphy announced that the evidence has been presented and the Board of Selectmen now have an obligation with the Alcohol and Beverage and Control Commission (ABCC) and the Town needs to hold Rasputin's accountable therefore the Board must take some action. Town Counsel suggested Rasputin's owners and their attorney take a moment to discuss the violations in private.

At 8:32 p.m. Mr. and Mrs. Cebula, and Attorney Connell, and Town Counsel, Tom Crotty left the banquet room.

At 8:58 p.m. Rasputin's owners and Attorney Connell returned to the banquet room to continue the hearing.

Town Counsel told the Board that after much discussion with Rasputin's and their attorney, the licensee will agree to waive their right to appeal if the Board will agree to drop the findings regarding the sale of alcohol to a minor, sale to an intoxicated person and the unlawful drug activity. They have also agreed to an 8 day suspension starting on August 1, 2019 and continue the ongoing security.

Attorney Crotty and Attorney Connell will write up the agreement with a written waiver of appeal from the licensee, and authorize the chair to sign off on the findings and the decision. At the next meeting the Board will consider the findings on the drugs, the underage drinking and the serving to an intoxicated person.

Mr. Espindola made a motion to pose an 8 day suspension, comencing August 1, 2019, the licensee will waive the right to appeal and must apply for the change of manager by September



9, 2019, the licensee must include a manger on duty and one security on a regular basis with one additional security person on Friday nights, the Board will retract it's the findings with regards to the serving of alcohol to minors and the use drugs at Rasputin's. Mr. Murphy seconded. Vote was unanimous. (3-0)

### **BUILDING PERMITTING FEES**

Fairhaven Building Commissioner, Kristian White met with the Board to present documents showing the increase in building fees for the Town. (Attachment H) Mr. White explained that there has not been an increase in the building fees since 2013. Mr. White presented some data showing the differences in the surrounding communities and Fairhaven and their fee schedules. Mr. White said the significant change will come in the form of the user fees and the increase was based on information from the International Code Council (ICC). Selectmen like the idea of adjusting the fees to meet the current times but would like to do more research and discuss this at a future meeting.

### **SYCAMOMORE STREET CLEAN UP – NOTICE OF INTENT**

Conservation Agent Whitney McClees updated the Board regarding the town owned property on Sycamore Street. After showing several pictures of the land, Ms. McClees told the Board that this is a resource area and any notice of intent has to be very specific. A wetland scientist would need to be hired in order to determine what can and cannot be cut. He will contact a wetland scientist to determine what the costs would be to have the area cleaned up. (Attachment I)

### **TOWN HALL HANDICAP ACCESS REPORT**

Mr. Rees said this item has been tabled.

### **FALL SPECIAL TOWN MEETING**

Mr. Rees explained there may be a need for a special fall town meeting this year to include Police and Fire collective bargaining agreements, funding for making the Fire Station voting location handicap accessible prior the next scheduled election in March of 2020 and MGL, Chapter 41, Section 111A, Office hours on Saturday, among others. Mr. Rees will contact department heads for possible dates in November.

### **CORRESPONDENCE**

Mr. Espindola made a motion to remove Shawn Badgley from Cultural Council contingent upon the Town reaching out to Mr. Badgley to find out his interest. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to accept the resignation of Jaqueline Kennworthy from Cultural Council and thank her for her time and service. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to accept the email of resignation from Brad Perkins from the Broadband Study Committee. Mr. Freitas seconded. Vote was unanimous. (3-0)

### **NOTES AND ANNOUNCEMENTS**

- Mr. Espindola and Mr. Murphy thanked the organizers of the July 4<sup>th</sup> parade for their hard work.
- Mr. Murphy offered condolences to Beth David on the loss of her sister
- Mr. Murphy offered condolences for Mrs. Weaver to the Centeio family
- 

At 9:37 p.m. Mr. Espindola made a motion to adjourn to executive session and to reconvene into open session to discuss the review of Executive Session Minutes Pursuant to MGL Ch. 30A § 21. Mr. Freitas seconded. Vote was unanimous. (3-0)

Roll Call Vote: Mr. Murphy in favor, Mr. Espindola in favor, Mr. Freitas in favor

At 9:54 p.m. the Board reconvened from executive session into open session.

Mr. Espindola made a motion to release the executive session minutes from January 9, 2017 to May 1, 2019 as recommended by Vice-Chairman Espindola and the Town Administrator as discussed in executive session. Mr. Freitas seconded. Vote was unanimous. (3-0)

At 9:56 p.m. Mr. Espindola made a motion adjourn. Mr. Freitas seconded. Vote was unanimous. (3-0)

Respectfully submitted,

Vicki Paquette  
Administrative Assistant  
(Approved 8/19/2019)

**Documents appended:**

- A: Picture of emergency support trailer**
- B: ISO rating letter from Chief Francis**
- C: Contract for Public Health Nursing**
- D: Rogers School purchase and sale agreement**
- E: letter from Sue Loo**
- F: American Legion lease**
- G: Rasputin's hearing letter**
- H: Building Commissioner memo and attachments**
- I: Conservation email re: Sycamore Street and pictures**

# PARADISE EMERGENCY MANAGEMENT

RETURN TO THE OFFICE



# 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

Attachment B



July 17, 2019

Mark Rees  
Town Administrator  
Town of Fairhaven  
40 Center Street  
Fairhaven, MA 02719

RE: ISO Rating

Mr. Rees,

This letter is designed to help explain our current Insurance Service Office (ISO) classification rating within the Town of Fairhaven. The ISO classification rating is an evaluation of the town's structure fire suppression capability. The rating takes into account the fire department's equipment, personnel, and training, the police department's 911 (PSAP) center, and the water department's water flow and hydrant service.

We have in the past sustained a rating of 3/9 on the classification which gives our taxpayers a lower rate than other communities who are a 4 or higher. We are proud to inform you that we have sustained a class 3 rating again. The new rating is slightly different and the new classification is a 03/3x rating. The class 3 indicates that a majority of the town is within 5 "road miles" of a fire station and within 1000ft of a fire hydrant. The class 3x is given to a structure that is within 5 "road miles" of a fire station but beyond 1000ft of a fire hydrant.

There are residents that will pay a class 10 rating. These residents are usually on west island and the end of Sconticut Neck Road. These residents are outside the 5 "road miles" of a fire station and will not benefit from our class 03/3x rating. Some of these residents may qualify for a 10w through their insurance if their residence is within 5-7 miles of a fire station and near a credible water source.

### Score:

The total score in 2011 was 70.56% and the 2019 rating was closer to a Class 2 with a final score of 78.52%.

Emergency Communications received a score of 8.8/10. They cited deficits in the use of the CAD system and how firefighters are dispatched. If a new public safety complex is constructed then some of these points can be recovered as we invest in new software and dispatching equipment.

The Fire Department received a score of 34.06/50. They cited deficits in training, reserve ladders, training props and training equipment. We have made it well known that we have been unable to achieve our training goals due to manpower issues and run volume. However, we were able to pick up two points from our 2011 survey. In addition, we hope the new personnel added to our department will help us get closer to these goals. Our training tower is outdated and does not meet the current recommendations of a four (4) story tower. We hope that a new public safety center will address this deficit.

The Water Department received a score of 34.73/40. They took points away for inspection and flow testing. We will yield to the water department but since this inspection the water department has started a new flushing/inspection program.

There are over 46,000 fire protection areas in the United States that are assessed by the ISO. Fairhaven's class 3 rating puts this town in the top 12% of the nation. As there is room for improvement, we hope that more investments into our public safety complex and personnel will help achieve their benchmarks.

If you have any additional questions, please do not hesitate to give me a call.

Regards,

A handwritten signature in cursive script, appearing to read "Timothy Francis".

Timothy Francis  
Chief of Department

## Contract for Public Health Nursing

Agreement made this 1<sup>st</sup> day of July, 2019 by and between the Board of Health, Town of Fairhaven, located in Bristol County, Commonwealth of Massachusetts and Community Nurse Home Care, Inc., (CNHC) a Massachusetts Corporation, for services provided for the period of July 1, 2019 to June 30, 2020 for the sum of Seventeen Thousand Dollars (\$17,000.00) payable in twelve (12) equal monthly installments of One Thousand Four Hundred Sixteen Dollars and Sixty-Seven Cents (\$1,416.67).

These services will be under the direct supervision of the Board of Health.

Community Nurse Home Care, Inc. will provide the following services:

### **Emergency Planning & Preparedness (EP)**

1. Assist the Board of Health in planning and plan review of State mandated medical emergency responses, including but not limited to, emergency dispensing site planning and operation, special needs population, immunization clinics and medical disaster response.
2. Assist the Board of Health in response to and operation of emergency plans and operations. In disaster response situations where full participation in the response is not feasible, CNHC will act as a consultant to the Board of Health and liaison to the medical community as the need and opportunity allows and requires.
3. The lead public health nurse will be a member of the Greater New Bedford Medical Reserve Corps so as to better interact with the Board of Health in the above.

### **Communicable Disease**

1. Investigation and follow-up of communicable diseases in compliance with State and Federal mandates.
2. Assist the Board of Health in investigating food borne illnesses.

### **Clinics**

1. One hour blood pressure clinic to be provided weekly at the Council on Aging.
2. Blood pressure clinics to be provided monthly at McGann Terrace, Oxford Terrace and Dana Court.

### **Education**

1. Will offer quarterly education sessions.
2. Assist the Board of Health in public health education as the need may arise based on medical events in the community.
3. Will offer quarterly health counselling sessions at McGann Terrace, Oxford Terrace, Dana Court, etc. These sessions will be advertised and open to all town residents. Sessions will be facilitated by professional staff at CNHC. The cost of needed supplies, resource materials, and food will be provided by CNHC.
4. Will, at the request of the Board of Health, participate or provide educational materials at town engagement events, for example; Employee Health Fair, National Night Out, Homecoming Fair.

5. Will survey each site yearly for professional education requests. Offer education in areas of Memory Loss, Safety, Fall Prevention, etc.

### Reports

1. Provide monthly reports of all activities within the Town indicating, dates, times, location and number of residents served.
2. Provide copies of all communicable disease investigation reports performed by the public health nurse.

### Insurance/Liability

1. CNHC will provide all insurances and travel allowances for its personnel engaged in these contract services.
2. CNHC agrees to indemnify the Town of Fairhaven from any liability arising out of this contract.

The TOWN OF FAIRHAVEN acting through the BOARD OF HEALTH will provide vaccines, materials necessary for diagnostic procedure and such supplies that become necessary for the performances of those contract services.

The BOARD OF HEALTH will request the BOARD OF SELECTMEN that suitable space in a public building is granted to the contractor as long as this contract is in effect. Either party may terminate this contract for reasonable cause after sixty (60) days written notice.

COMMUNITY NURSE HOME CARE

BOARD OF HEALTH

\_\_\_\_\_  
Lisa K. Parent, President/CEO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
BOARD OF SELECTMEN  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PURCHASE AND SALE AGREEMENT

This \_\_\_\_\_ day of July 2019

1. PARTIES      **The Town of Fairhaven by its Board of Selectmen**  
hereinafter called the SELLER, agrees to SELL and Transfer to  
**New England Preservation and Development, LLC**  
hereinafter called the BUYER or PURCHASER, which agrees to BUY, upon the terms hereinafter set forth,  
the following described premises:
2. DESCRIPTION      **The land with the buildings thereon known as the Rogers School, Fairhaven, Bristol County,**  
**Massachusetts, as more fully described in Exhibit A attached hereto.**
3. BUILDINGS,  
STRUCTURES,  
IMPROVEMENTS,  
FIXTURES      Included in the sale as a part of said premises are the buildings, structures, and improvements now  
thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all  
wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades,  
screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating  
equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters,  
plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside  
television antennas, fences, gates, trees, shrubs, plants and, refrigerator, air conditioning equipment,  
ventilators, dishwashers, washing machines and dryers; and all appliances and fixtures are to be  
conveyed in "AS IS" condition without warranties expressed or implied.
4. TITLE DEED      Said premises are to be conveyed by a good and sufficient **quitclaim deed** running to the BUYER, or to  
the nominee designated by the BUYER by written notice to the SELLER at least seven (7) calendar days.  
before the deed is to be delivered as herein provided, and said deed shall convey a good and clear  
record, marketable and insurable title thereto, free from encumbrances, except
  - (a) Provisions of existing building and zoning laws;
  - (b) Existing rights and obligations in party walls which are not the subject of written agreement;
  - (c) Such taxes for the then current year as are not due and payable on the date of the delivery of  
such deed;
  - (d) Any liens for municipal betterments assessed after the date of this agreement;
  - (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or  
materially interfere with the current use of said premises and are  
otherwise acceptable to Buyers' lender applying customary secondary market title standards.
5. PLANS      If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with  
the deed in form adequate for recording or registration. The BUYER shall pay the SELLER at closing for  
all costs associated with the preparation of such plan.
6. REGISTERED  
TITLE      In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient  
to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said  
deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. PURCHASE  
PRICE      The agreed purchase price for said premises is **\$35,000.00** to be paid at the time of delivery of the deed  
in cash, or by certified, cashier's, treasurer's, or bank check(s) or by conveyancer's counsel escrow  
account check of closing counsel for buyers' lender.
8. TIME FOR  
PERFORMANCE;  
DELIVERY OF  
DEED      The time for performance by delivery of a deed is set forth in Rider A attached hereto. Such deed is to  
be delivered at the **Bristol County SD. Registry of Deeds, or the office of Buyer's lender or counsel,**  
**if within ten (10) miles of said location and designated as the place for the delivery of the deed.**
9. POSSESSION  
AND CONDITION  
OF PREMISE      Full possession of said premises free of all tenants and occupants, except as herein provided, is to be  
delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as  
they now are, reasonable use and wear thereof excepted,



- 10 EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER SHALL use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to one hundred eighty (180) calendar days, provided that Buyer shall be able to obtain a mortgage commitment extension at the original or preferable terms as previously contracted for.
- 11 FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of any such extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
- 12 BUYER's ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casually insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or;
  - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
- 13 ACCEPTANCE OF DEED The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
- 14 USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.
- 15 INSURANCE Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- AS PRESENTLY INSURED**
- 16 ADJUSTMENTS DELETED
- 17 ADJUSTMENT OF UNASSESSED AND ABATED TAXES DELETED

- 18 LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. DELETED
- 19 WARRANTIES AND REPRESENTATIONS The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):
- NONE MADE OR RELIED UPON UNLESS EXPRESSLY SET FORTH HEREIN.**
- 20 MORTGAGE CLAUSE DELETED – See Rider A
- 21 CONSTRUCTION OF AGREEMENT This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
- 22 LEAD PAINT LAW The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.
- 23 SMOKE / CO DETECTORS The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke and carbon monoxide detectors in conformity with applicable law. In the event the premises are exempted from the statute governing installation of co detectors, the SELLER shall provide satisfactory evidence of such exemption.
- 24 ADDITIONAL PROVISIONS Rider A, and Addendum "A" attached hereto and incorporated herein by reference.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER – Town of Fairhaven, by its Board of Selectmen

By, \_\_\_\_\_

Taxpayer ID/Social Security No. \_\_\_\_\_

Address: \_\_\_\_\_

BUYER – New England Preservation and Development, LLC

By, \_\_\_\_\_

Taxpayer ID/Social Security No. \_\_\_\_\_

Address: \_\_\_\_\_

**Exhibit A**  
**Property Description**

The property consisting of three parcels:

Parcel 1 – as shown on Fairhaven assessors' Map 8 Lot 9, bounded on the west by Chestnut Street, on the north by Centre Street; on the east by Walnut Street and on the south by a discontinued portion of Union Street; and

Parcel 2 – formerly a portion of Union Street, bounded on the west by the eastern line of Chestnut Street, on the north by Parcel 1, on the east by the western line of Walnut Street, and on the south by the land shown on Assessors' Map 8, Lot 68, Parcel 2 having previously been discontinued as a way; and

Parcel 3 - the northerly portion of the land shown on Assessors' Map 8, Lot 68, bounded on the west by Chestnut Street, on the north by Parcel 2, on the east by Walnut Street, and on the south by the northerly line of that portion of the land shown on Assessors' Map 8, Lot 68 to be retained by the Town of Fairhaven, that retained being shown as Lot 6 on a plan of land entitled Subdivision Plan 100 Pleasant Street, Fairhaven, MA, prepared by Civil Environmental Consultants and dated March 7, 2019.

### RIDER A

1. **Time for Performance:** The date of delivery of the deed as contemplated in Paragraph 8 of the Purchase and Sale Agreement will be thirty (30) days from receipt of notice given by either party to the other of satisfaction of the last of all the conditions set forth in Paragraph 2 of this Rider A.
2. **Conditions:** The performance of the Purchase and Sale Agreement shall be conditioned on the satisfactory completion of the following conditions.
  - A. The Buyer shall prepare complete plans for development of the premises, including but not limited to, complete construction plans showing details of the components of the Rogers School building that are to be preserved, and new components to be added to the Rogers School building and to the premises, and the time line for project completion. Such plans shall be submitted by the Buyer to the Seller within one hundred twenty (120) days from the date of the full execution of this Agreement. Upon satisfactory completion of its review of those plans the seller will notify the Buyer, within thirty (30) days of receipt of the plans from the Buyer that the plans have been approved. In event the Buyer is required to amend the plans prior to approval by the Seller, the Buyer shall be allowed an additional thirty (30) days to submit such amended plans. The plans as approved may not be further amended prior of the Seller.
  - B. The Buyer shall notify the Seller when it has obtained financing commitments sufficient to fund the development of the project, within one hundred eighty (180) days from the date of the full execution of this Agreement.
  - C. The Buyer shall provide the Seller notice when it has obtained the necessary permits, including zoning permits and planning board approvals or endorsements necessary to proceed with the project. The Seller agrees that to the extent the Buyer is required to pay permit application fees, water and sewer tie in fees and BPW filing fees, the purchase price set forth in Paragraph 7 of the Purchase and Sale Agreement shall be reduced by the aggregate amount of all such payments, provided that the purchase price shall not be reduced by this, or any other reduction, or combination of reductions, below a price of \$17,500.00. The Seller also agrees to provide assistance to the Buyer in obtaining all necessary Town of Fairhaven municipal permits.
  - D. The Buyer agrees to commence the application process to have the Roger School building placed on the National Register of Historic Buildings and shall provide the Seller notice of such application. In the event such application is not approved within one hundred twenty (120) days of the date of the full execution of this Agreement the Buyer will provide the Seller with a covenant or other legally enforceable mechanism, which will be entered into a time of conveyance of the deed, to guarantee the preservation of the historical component of the Rogers School building. In such event the Seller shall notify the Buyer when it is satisfied with the form of covenants or other documents, within thirty (30) days of the date of receipt by the Seller of such documents..
  - E. The Buyer shall provide the Seller with a Letter of Credit sufficient to guarantee the completion of the work as shown on the approved plans. The Seller shall notify the Buyer when it is satisfied with such Letter of Credit within thirty (30) days of the date of receipt by the Seller of such documentation. .
  - F. Real Estate Taxes: The Seller agrees that to the extent allowed by applicable law, pro-forma real estate taxes for the property based upon the purchase price to be paid by the Buyer shall be paid at the time of

closing for the ensuing two (2) year period. No further real estate taxes shall be due and payable by the Buyer for a period of two (2) years from the date of closing. In the event such taxes cannot be paid or waived and are paid by the Buyer, the purchase price set forth in Paragraph 7 of the Purchase and Sale Agreement shall be reduced by the aggregate amount of all such payments provided that the purchase price shall not be reduced by this, or any other reduction, or combination of reductions, below a price of \$17,500.00.

3, **Right of Termination:** If each of the conditions set forth in paragraph 2 of this Rider A has not been satisfied, with notice thereof given as provided in each of the conditions, no later than one (1) year following the date of this Agreement, then either party may terminate this agreement by written notice the other, and this agreement shall thereupon be void and without recourse.

Seller \_\_\_\_\_

Buyer \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

**ADDENDUM "A"**  
**TO**  
**STANDARD RESIDENTIAL PURCHASE AND SALE AGREEMENT**  
**BY AND BETWEEN**

**SELLER:** Town of Fairhaven

**BUYER:** New England Preservation and Development, LLC

**PROPERTY:** Former Rogers Elementary School Property

25. **Title Standards.** Any matter of practice arising under or relating to this Agreement, which is the subject of a practice standard of the Real Estate Bar Association for Massachusetts shall be governed by such standard to the extent possible. Any title matter, which is the subject of a title standard of the Real Estate Bar Association for Massachusetts at the time of the delivery of the deed, shall be governed by said title standard to the extent applicable.
26. **Risk of Loss.** Notwithstanding anything to the contrary contained within this Agreement, in the event of a fire or other casualty (occurring any time after the date of this Agreement) causing damage to the premises, then, at the sole and absolute option of the **BUYER**, they may cancel this Agreement, without recourse to the parties, at which time the same shall become null and void, and, all deposits held hereunder shall be returned to the **BUYER**.
27. **Sellers Non-Foreign Certification.** At the closing **SELLER** shall execute an affidavit under the Deficit Reduction Act of 1984, 26 USCA § 1445, certifying that **SELLER** is not non-resident aliens for purposes of U.S. Income taxation.
28. **Access.** The **BUYER** shall have access to the premises at reasonable times and upon reasonable notice for inspections, arranging financing, measurements and other reasonable purposes, including without implied limitation, the right to inspect the premises just prior to closing.
29. **Title.** It is understood and agreed by the parties that the premises shall not be in conformity with title provisions of the Agreement unless:
- i. The premises shall abut or have access to a public way which public way is duly laid out or accepted as such by the city or town in which said premises are located; and
  - ii. The premises are equipped with all necessary utilities, including without implied limitation electricity, gas, wiring for telephone, cable and internet service, and municipal water.
30. **Prior Memorandum of the Parties.** This Agreement supersedes any and all other agreements made prior hereto, including any memorandums or letters of intent dated prior by and between the **BUYER** and **SELLER** with respect to the transaction contemplated hereby which is hereby superseded and made void and without recourse to the parties hereto.
31. **Notice.** Any notice to be given hereunder shall be in writing and signed by the parties or the party's attorneys and shall be deemed to have been given (a) when delivered in hand; or (b) when mailed by certified mail, postage prepaid; or (c) when sent by telefax/email addressed;

In the case of the **SELLER** to:

Town of Fairhaven  
Board of Selectmen

40 Center Street  
Fairhaven, Massachusetts 02719

With a copy to:

Thomas P. Crotty, Esq.  
Thomas P. Crotty & Associates, PLLC  
5 Dover Street, Suite 102  
New Bedford, MA 02740-4992  
Tel: 508-990-9101  
Fax: 508-990-9108  
Email: [TomCrotty@tcrottylaw.com](mailto:TomCrotty@tcrottylaw.com)

In the case of the **BUYER** to:

New England Preservation and Development, LLC  
192 Balsam Street  
Fairhaven, Massachusetts 02719

With a copy to:

Thomas J. Mathieu, Esq.  
MATHIEU & MATHIEU  
168 Eighth Street  
New Bedford, Massachusetts 02740  
Telephone: 508.996.8283  
Facsimile: 508.994.0155  
Email: [TJM@mathieu-law.com](mailto:TJM@mathieu-law.com)

32. **LEGAL COUNSEL.** The **SELLER** and the **BUYER** acknowledge that they have each been advised of the importance of seeking legal advice prior to signing this Purchase and Sale Agreement and each acknowledges that they have been afforded the opportunity to confer with legal counsel of their own choosing prior to signing this Agreement.

33. **UNDERGROUND STORAGE TANKS:** The **SELLER** hereby warrants and covenants, to the best of its knowledge and belief, that there are no underground storage tank (UST) located on the property and agrees to hold the **BUYER** harmless from the existence of same. This clause shall survive delivery of the Deed.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum A as of the            day of April 2019.

**SELLER:**  
Town of Fairhaven

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**BUYER:**  
New England Preservation and Development, LLC

Witness





Mark Rees &lt;mrees@fairhaven-ma.gov&gt;

**Rogers School**

1 message

Sue Loo &lt;sueloo13@yahoo.com&gt;

Fri, Jul 19, 2019 at 10:31 AM

To: Charles Murphy <cmurphy@fairhaven-ma.gov>, Bob Espindola <selectmanbobespindola@gmail.com>, Bob Espindola <respindola@fairhaven-ma.gov>, Daniel Freitas <dfreitas@fairhaven-ma.gov>, Dans Home <danfreitas@comcast.net>, Mark Rees <mrees@fairhaven-ma.gov>

Dear Selectmen,

I am writing to you in regards to the Purchase & Sales Agreement that you have for the Rogers School with New England Preservation and Development.

As you all know the town and the Rogers Committee has been working long and hard to find the right project that will be a great fit for the neighborhood as well as the town. Over the seven years that the committee has been working on this we have had lots of ideas, suggestions and a few proposals come before us. None of these were viable. The Committee feels strongly that we have finally found that fit with the proposed project from New England Preservation and Development. We support this project and ask that you sign the Purchase and Sales agreement Monday at your meeting so that Rogers School redevelopment can get underway.

Thank you!

Sue Loo

# Attachment F

## LEASE

This Lease entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, pursuant to the provisions of MGL c. 60 § 77B, between the Town of Fairhaven, Massachusetts acting through its Custodian, duly appointed by the Board of Selectmen (the "Town"), as Lessor, and Fairhaven Post #166 American Legion ("Legion"), as Lessee.

### 1. PREMISES

a. The Town hereby leases to Legion that portion of the building located at 54 Main Street, Fairhaven, Massachusetts, (the "Premises") as shown or described in Exhibit A, along with the right to use the common areas as necessary to access the Premises and to otherwise fulfill the purposes of this lease.

b. Notwithstanding the foregoing, the Town may convey, lease or otherwise transfer any or all of its interest in the Premises, notwithstanding the fact that such a transfer may effect a termination of this lease, and deprive Legion of the use of the Premises.

### 2. TERM

The term of this Lease shall be three (3) years commencing on \_\_\_\_\_, 2019, to and including \_\_\_\_\_, 2022. Notwithstanding the foregoing, the Town acting in its sole and unfettered discretion, may terminate this lease at any time and for any reason, or no reason, by giving written notice to Legion that the lease shall terminate on a specified date. Such notice shall be delivered to Legion at the address indicated in Paragraph 17 no later than ninety (90) days prior to the specified date of termination. Notwithstanding the foregoing, this lease shall terminate upon redemption by Legion of its title to the leased premises pursuant to the provisions of MGL c. 60. In the event of such early termination the rent due shall be prorated on a per diem basis through the date of termination.

3. **BASE RENT, ADDITIONAL RENT**

a. The annual Base Rent shall be \_\_\_\_\_ Dollars (\$\_\_\_\_.00), payable in advance to the Town by monthly payment in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). Payment shall be due later than the 20<sup>th</sup> day of the month prior to the monthly rental period.

b) In addition to the base rent, Legion shall be responsible for the cost of routine maintenance of the Premises, and shall be responsible for utility costs related to its use of the Premises during the lease term (hereinafter, "Additional Rent").

c) Legion shall also be responsible to reimburse the Town for its proportionate share of the costs incurred by the Town for casualty and liability insurance related to the Premises, and for the costs incurred by the Town for the maintenance of common areas of the building. The portion to be paid by Legion for such shared expenses will be the proportionate share that the Premises leased to Legion bear to the total floor space in the building excluding common areas. Payment of its portion of such shared expenses shall be paid by Legion within thirty (30) days of demand by the Town.

4. **ASSIGNMENT**

This lease may not be assigned by Legion except as expressly permitted by the Town in writing.

5. **LEASEHOLD IMPROVEMENTS**

All leasehold improvements made to the Premises subsequent hereto shall become the property of the Town immediately upon the making of those improvements, provided that such improvements shall be subject to the prior written consent of the Town.

6. **UTILITIES**

The Town shall have no obligation to provide utilities or equipment. In the event Legion requires utilities or equipment, the installation and maintenance thereof shall be Legion's sole obligation and at Legion's expense, provided that such installation shall be subject to the prior written consent of the Town.

7. **USE OF LEASED PREMISES**

Legion shall use the leased premises only for the purpose of the operation of a licensed all alcohol beverage and common victualer's license as issued by the Town of Fairhaven. 8.

8. **COMPLIANCE WITH LAWS**

a) Legion acknowledges that no trade or occupation shall be conducted in the leased premises, and no use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any by-law or regulation in force in the Town.

b) Legion shall not permit the use of the leased premises for the manufacture, assembly, storage or handling of combustible or explosive materials which will make void or voidable any insurance on the property of which the leased Premises are a part, or on the contents of said property, or which use shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.

9. **INSURANCE AND INDEMNITY**

a) Legion shall carry Liability insurance, and Liquor Liability insurance for bodily injury or death for a minimum amount of \$250,000 on account of injury to or death of one person, and \$500,000 on account of any one accident resulting in injury to or death of more than one person. Proof of the insurance coverage required by this section shall be made by filing a certificate of insurance in a form acceptable to the Town.

b) Legion shall indemnify and defend and hold harmless the Town from any and all costs and expenses, including attorney's fees, incurred by the Town, as a result of claims made for injury allegedly suffered by any person or property (i) whether in, on or about the leased premises during the term of this lease; or (ii) arising from the use of the leased premises by Legion wherever such injury is alleged to have occurred, including but not limited to claims made by any employee, agent or invitee of Legion in any common area of the building; or (iii) arising from Legion's operations, including but not limited to the sale or dispensing of alcoholic beverages, without regard to where, or to whom or to what the injury is alleged to have occurred, and without regard to Legion's degree of fault, if any, in causing such injury.

**10. MAINTENANCE: LESSEE'S OBLIGATIONS**

Legion agrees to put the Premises in good condition, and to maintain it in such condition damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein. Legion shall not permit the leased premises to be overloaded, damaged, stripped or defaced, nor suffer any waste. Legion shall obtain written consent of the Town before erecting any sign on the premises. The Town acknowledges that Legion may affix signage to the building consistent with Legion's use of the Premises. All signage shall be subject to the approval of the Town, such approval not to be unreasonably withheld.

**11. ALTERATIONS: ADDITIONS**

Legion may make structural alterations or additions to the leased Premises, provided the Town first consents thereto in writing. All such allowed alterations shall be at Legion's expense and shall be in quality at least equal to the original quality of the present construction. Legion shall not permit any mechanic's liens, or similar liens, to remain upon the leased Premises for labor and material furnished to Legion or claimed to have been furnished to Legion in

connection with work of any character performed or claimed to have been performed at the direction of Legion and shall cause any such lien to be released of record forthwith without cost to the Town.

12. **SUBORDINATION**

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, lien or liens on the property of which the leased premises are a part, now or at any time hereafter, and Legion shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

13. **LESSOR'S ACCESS**

The Town or agents of the Town may, at reasonable times with reasonable notice, enter to view the leased Premises and may remove placards and signs not approved and affixed as herein provided, and may make such repairs and alterations as the Town should elect to do and may show the leased Premises to others, and at any time may affix to any suitable part of the leased Premises a notice for letting or selling the leased Premises or property of which the leased Premises are a part and keep the same so affixed without hindrance or molestation.

14. **FIRE OR OTHER CASUALTY: EMINENT DOMAIN**

Should a substantial portion of the leased Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, Legion may elect to terminate this lease or restore the Premises and continue use under this lease. If such fire or casualty renders the leased Premises substantially unsuitable for its intended use and Legion elects to terminate this

Lease, the casualty insurance payment shall be paid to the Town, and Legion's termination of the lease shall be considered abandonment pursuant to Paragraph 15. If Legion elects to restore the Premises it shall retain the insurance proceeds and restore the leased Premises to its pre-casualty condition.

The Town reserves, and Legion grants to the Town, all rights which Legion may have for damages or injury to the leased Premises for any taking by eminent domain or due to fire or other casualty, except for damage to or loss to Legion's property or equipment, and subject to Legion's right to repair the leased Premises and to continue its use under the lease.

15. **DEFAULT AND BANKRUPTCY**

In the event that:

a. Legion shall default in the observance or performance of any of Legion's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

b. Legion shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Legion's property for the benefit of creditors; or

c. Legion abandons the Premises by discontinuing its use for a period of ten (10) consecutive days, unless such discontinuance is the result of force majeure;

the Town shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased Premises, to declare the term of this lease ended, and remove Legion's effects, without prejudice to any remedies which might otherwise be used for arrears of rent or other default. Legion shall indemnify the Town against all loss of rent and other payments which the Town may incur by reason of such termination during the residue of the term. If Legion shall default, after reasonable notice thereof, in the observance or performance

of any conditions or covenants on Legion's part to be observed or performed under or by virtue of any of the provisions of any article of this lease, the Town, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Legion. If the Town makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of eighteen percent (18%) per annum and costs, shall be paid to the Town by Legion as additional rent.

16. **NOTICE**

Any notice from the Town to Legion relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to Legion, 100 West Street, Fairhaven, MA 02719, registered or certified mail, return receipt requested, postage prepaid. Any notice from Legion to the Town relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to the Town by registered or certified mail, return receipt requested, postage prepaid, addressed to the Town of Fairhaven, Board of Selectmen, Town Hall, 40 Center Street, Fairhaven, MA 02719.

17. **SURRENDER**

Legion shall, at the expiration or other termination of this lease, remove all Legion's goods and effects from the leased premises (including, without hereby limited the generality of the foregoing, all signs and lettering affixed or painted by Legion, either inside or outside the leased premises). Legion shall deliver to the Town the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the



event of Legion's failure to remove any of Legion's property from the premises, the Town is hereby authorized, without liability to Legion for loss or damage thereto, and at the sole risk of Legion, to remove and store any of the property at Legion's expense or to retain same under the Town's control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2019.

Fairhaven Post #166 American Legion,

TOWN OF FAIRHAVEN,

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Custodian, by appointment dated \_\_\_\_\_



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

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

## Attachment G

July 11, 2019

Fourth and Long, Inc., d/b/a Rasputin's Tavern  
122 Main Street  
Fairhaven, MA 02719

Attn: Matthew Cebula

**RE: Hearing on License Violations, G.L. c. 138 and 140**

Dear Mr. Cebula:

On July 22, 2019, at 7:10 pm at the Fairhaven Town Hall, the Board of Selectmen for the Town of Fairhaven, acting as licensing authority pursuant to G.L. c 138 and c. 140, will reconvene the public hearing last before the Board on June 3, 2019 to determine whether to modify, suspend, revoke or cancel, or take other action, with respect to your all alcoholic beverage license and common victualer license.

The Board's action will be based upon the facts set forth in the report titled "Investigation of Liquor Law Violations", and a report titled "Habitually Disorderly Business Establishment, Rasputins Tavern – 122 Main Street, Fairhaven, MA 02719 Calendar Year 2016", submitted to the Board by Chief of Police Michael Myers, and previously provided to you; and the contents of which are incorporated herein by reference, as well as occurrences since the June 3, 2019 hearing. .

The facts stated in the referenced reports evidence the occurrence of the following violations of law on the licensed premises over a period of two years:

- Alcoholic beverages were sold or supplied to under age persons in violation of G.L. c. 138§34, and the Town of Fairhaven Alcoholic Beverage Regulations 204-7 (a).
- Alcoholic beverages were sold or supplied to intoxicated persons in violation of G.L. c. 138§69, and the Town of Fairhaven Alcoholic Beverage Regulations 204-6.
- The sale and use of illegal drugs occurred in, on or around the licensed premises in violation of 204 CMR 2.05 (2).
- Disturbances of the peace, including but not limited to noise, fighting, and public urination, and the possession and use of an explosive device (since the June 3, 2019 hearing), occurred in, on or around the licensed premises in violation of 204 CMR 2.05(2).
- Alcoholic beverages were dispensed in an unsanitary manner, in the form of so-called "body shots", in violation of 204 CMR 2.05 (8).

- Employees of the licensee were allowed to dance on the bar, causing an unsanitary condition in violation of 204 CMR 2.05 (8).
- Employees of the licensee provided entertainment in violation of your limited entertainment license, in the form of dancing on the bar while clad in bikinis, in violation of G.L. c. 136 §4 and 204 CMR 2.05 (2).

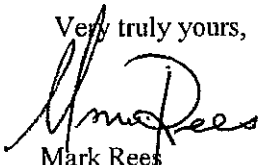
This notice is given to you pursuant to G.L. c. 138 § 23, which provides in part:

“Whenever, in the opinion of the local licensing authorities, ... any holder of such a license fails to maintain compliance with this chapter or it appears that alcoholic beverages are being or have been sold, served or drunk therein in violation of any provision of this chapter, they may, after hearing or opportunity therefor, modify, suspend, revoke or cancel such license, or may levy a fine in accordance with regulations which shall be promulgated by the alcoholic beverages control commission...”

If you have any questions in this respect please direct them to me.

Thank you for attention to this matter.

Very truly yours,



Mark Rees  
Town Administrator

CC: Board of Selectmen  
Thomas Crotty, Town Counsel  
Michael Myers, Police Chief  
Lori Pina



## Town of Fairhaven Commonwealth of Massachusetts

**Kristian White**  
**Building Commissioner**

Building Department  
Town Hall  
40 Centre Street  
Fairhaven, MA 02719  
Phone 508 979 4019  
kwhite@fairhaven-ma.gov

7/17/2019

Mark Rees  
Town Hall  
Fairhaven, Ma 02719

### **Re: Proposed Building Department fee schedule change/update**

The building department fee schedule has not been updated since December of 2013. With the rising costs of construction, and the demands and needs of the building department, I am proposing a fee increase to the existing fee schedule for permitting. Also included is a proposed fee increase for annual required inspections per section 110.7 of the Massachusetts State Building Code.

The building department conducted a permit cost valuation study involving local municipalities of equivalent size. The proposed fee increases will fall in line with local communities and continue to cover the cost of services provided by the building department.

Larger scope residential and commercial projects shall increase in cost based on cost of project and/or square foot construction costs through the ICC building valuation data. This fee structure is user based and the scope of work will determine permitting costs. ICC square foot construction costs eliminate the guesswork involved in assessing permit fees. The square foot method also levels the playing field for all. The ICC building valuation data for construction costs is updated every (6) months. Many proactive municipalities throughout the Commonwealth currently use this method for permit cost fees.

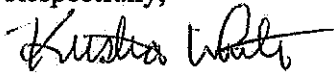
The major proposed changes are:

- \$10 per \$1000 of contract cost on all residential permits (cost based)
- \$15 per \$1000 of contract cost on all commercial permits (cost based)
- Use ICC building valuation data for sq. ft. construction costs (all permits)

**Please see attachments:**

- ICC Building Valuation Data for sq. ft. construction costs
- Permit cost valuation of local municipalities
- Proposed annual inspection fee schedule (proposed changes in RED)
- Proposed changes to current building department fees (proposed changes in RED)

Respectfully,



Kristian White  
Building Commissioner/ Zoning Enforcement Agent  
Town of Fairhaven



## Building Valuation Data – FEBRUARY 2019

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in August 2019. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the "average" construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2018 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

### Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are "average" costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural

building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

### Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

### Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

### Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

### Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.

2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:  
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:  
B/IIB = \$175.70/sq. ft.
3. Permit Fee:  
Business = 16,000 sq. ft. x \$175.70/sq. ft x 0.0075  
= \$21,084

## Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

**Square Foot Construction Costs <sup>a, b, c</sup>**

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	246.61	238.50	232.82	223.18	209.86	203.80	216.12	191.69	184.50
A-1 Assembly, theaters, without stage	225.65	217.54	211.85	202.22	189.15	183.09	195.16	170.98	163.79
A-2 Assembly, nightclubs	191.96	186.56	182.12	174.70	164.94	160.39	168.64	149.29	144.33
A-2 Assembly, restaurants, bars, banquet halls	190.96	185.56	180.12	173.70	162.94	159.39	167.64	147.29	143.33
A-3 Assembly, churches	226.69	218.58	212.89	203.26	191.60	185.54	196.20	173.43	166.24
A-3 Assembly, general, community halls, libraries, museums	190.63	182.52	175.84	167.20	153.09	148.07	160.14	134.97	128.78
A-4 Assembly, arenas	224.65	216.54	209.85	201.22	187.15	182.09	194.16	168.98	162.79
B Business	197.81	190.62	184.70	175.70	160.65	154.63	168.95	141.15	134.99
F Educational	209.43	202.23	196.97	188.01	175.28	166.43	181.55	153.08	148.70
F-1 Factory and industrial, moderate hazard	117.60	112.19	105.97	101.84	91.54	87.26	97.61	75.29	70.95
F-2 Factory and industrial, low hazard	116.60	111.19	105.97	100.84	91.54	86.26	96.61	75.29	69.95
H-1 High Hazard, explosives	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	N.P.
H234 High Hazard	109.99	104.58	99.35	94.22	85.14	79.87	89.99	68.89	63.56
H-5 HPM	197.81	190.62	184.70	175.70	160.65	154.63	168.95	141.15	134.99
I-1 Institutional, supervised environment	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
I-2 Institutional, hospitals	330.92	323.73	317.81	308.81	292.72	N.P.	302.06	273.22	N.P.
I-2 Institutional, nursing homes	229.68	222.49	216.58	207.57	193.53	N.P.	200.83	174.02	N.P.
I-3 Institutional, restrained	224.86	217.67	211.75	202.75	188.96	181.94	196.00	169.45	161.29
I-4 Institutional, day care facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
M Mercantile	142.95	137.54	132.11	125.68	115.38	111.83	119.62	99.73	95.77
R-1 Residential, hotels	199.70	192.92	186.99	179.78	164.90	160.43	179.93	148.60	143.96
R-2 Residential, multiple family	167.27	160.49	154.56	147.35	133.71	129.23	147.50	117.40	112.76
R-3 Residential, one- and two-family <sup>d</sup>	155.84	151.61	147.83	144.09	138.94	135.27	141.72	130.04	122.46
R-4 Residential, care/assisted living facilities	197.83	191.05	185.12	177.91	163.28	158.81	178.06	146.98	142.33
S-1 Storage, moderate hazard	108.99	103.58	97.35	93.22	83.14	78.87	88.99	66.89	62.56
S-2 Storage, low hazard	107.99	102.58	97.35	92.22	83.14	77.87	87.99	66.89	61.56
U Utility, miscellaneous	85.30	80.55	75.51	71.75	64.72	60.49	68.56	51.18	48.73

- a. Private Garages use Utility, miscellaneous  
b. For shell only buildings deduct 20 percent  
c. N.P. = not permitted  
d. Unfinished basements (Group R-3) = \$22.45 per sq. ft.

Building Permit Fees:	Fairhaven	Mattapoisett	Marion	Aquashnet	New Bedford	Dartmouth	Westport	Seekonk
Additions	.42/sq ft Min Fee - \$309	.50/sq ft Min Fee - \$400	.50/sq ft	.40sq ft/\$100.00 min	.25sq ft \$150.00 - Min fee .15 sq ft/\$50.00 \$75.00 - decks	.25sq ft/\$200.00	\$75.00-up to 200 sq ft \$200.00 over 200 sq ft	\$1,000 min
Decks & Porches	\$155.00	\$75.00 + .30 sq ft	\$60.00min/ .35sqft	.40sq ft/\$100.00 min	\$50.00-per story \$100.00	\$75.00	50.00	\$52 min
Demolition	\$515.00 .42/sq ft Min Fee - \$258	\$1,000	\$100-\$150.00*	\$100.00/\$30-shed		\$75.00/Min \$75.00 per story		\$103.00
Garages		\$100.00 + .25 sq ft \$300 (Res) \$400 (Com)	\$60.00min/ .40sqft .25 sq ft Min Fee - \$60.00/\$100	.40sq ft/\$100.00 min	.18 sq ft/\$75.00	.20 sq ft/\$105.00	.32 sq ft/\$100.00	52.00
Foundation Only	\$412.00	\$50 & \$75 (over 150 sq ft)		\$200.00	\$100/\$200	\$135.00	\$100.00	\$103
Sheds	\$78.00		\$60.00/ .40sq ft	.40sq ft/\$100.00 min	\$50/.45sq ft	\$75.00	\$50up to 200/\$100over 200ft	\$52.00
Wood Stove/Chimney	\$103.00	\$150.00	\$60.00	100.00	\$30.00/\$50.00	75.00	\$75.00	
Pools (A.G./I.G.)	\$103/\$155	\$75/\$150	\$60/\$100	\$50.00/\$100.00	\$30.00/\$50.00	\$80.00/\$100.00	\$50.00/\$100.00	\$52/\$103.
Certif of Occupancy	\$103.00	\$75.00	\$60/\$100	50.00	\$100/\$200	\$35.00/\$105 comm	\$50/\$75 \$40.00 2x3/\$150 comm	50.00
Signs	\$103.00	\$50/res & \$150/Com	\$100.00	\$60.00/\$125.00	\$25/\$75	75.00		\$129.00
Home Improvement	\$78.00	\$100.00 per 1st \$5000	\$60min/.40 sq ft	75.00	\$30/\$75	75.00	\$50/ .27sq ft	129.00
Re-Inspection	\$52.00	\$88.00	\$50.00	50.00	\$30	75.00	\$25.00	35.00
Late Fee Filing	X3 permit cost	\$200.00			fee + \$100			
Residential/Comm Appeal	\$155.00	\$300.00						
Sheet Metal	\$78.00	\$100.00 per 1st \$5000	\$50.00/\$100.00 *under \$1,000sq ft/ or over	50.00	\$125 min	\$185 Comm		\$12 per thou
Re-Inspection	\$52.00 effctv 12/2/13	\$75.00Res/\$100.00Comm		50.00	30.00	75.00	\$50.00	40.00
					*effctv 9/24/18*	**effective 4/24/07	**effective 7/2010**	*updated in '17
TOTALS:								



Electric	Fairhaven	Mattapoisett	Marion	Acushnet	New Bedford	Dartmouth	Westport	Seekonk
New Dwelling/Res SFH	\$165.00	\$300.00	\$135 - max 3 inspections \$180 - max 4 " w/undergrnd	\$240.00 \$300 - w/undergrnd	\$200.00	\$115.00/\$230-2 fam	1% - \$125.00	\$125.00
Change of Exist Svc/Temp	\$78.00	\$100.00	\$90/ 2 inspections	\$60.00	\$50.00	\$75.00	75.00	\$52.00
Addtl outlets	\$103.00	\$100.00	\$45/ 1 inspection	\$60.00	\$50.00	\$75.00	\$70.00-1 ins/ \$90 - 2 insp	
Generator								
Heating Systems	\$78.00		\$90/ 2 inspections	\$60.00	\$155/\$225	\$75.00	\$75/ 1% of cost	\$62.00
Pools/Spas (a.g./h.g.)	\$103.00	\$50.00	\$80.00	\$120.00/\$180.00	\$45.00	\$75.00	\$40.00/\$70.00	
Re-Inspection	\$52.00	\$75.00	\$45	\$50.00	\$35.00	\$75.00	\$50.00	\$50.00
Alarms		\$100.00	\$90 - max 2 inspt		\$50.00 + \$2.00 per device	\$75.00	\$40.00	\$95.00
Additions	\$103/\$206	\$100.00	\$90/ 2 inspections	\$120.00	\$45/\$1ea/\$10ea	\$75.00	\$60-1/\$80-2 inspections	\$76.00
Solar (Roof/Ground)	\$103.00	\$100.00	\$45/ 1 inspection		3% contract price		\$75/\$150 1% of cost	\$130.00
COMMERCIAL RATES	Cost of Job		COMMERCIAL:		COMMERCIAL:	COMMERCIAL:	COMMERCIAL:	
			\$200 - new work-2 inspt		over \$3000= 3% of cost	\$75/ 1% of cost	\$100/ 1% of cost	
			Overhead - \$100.00		under \$3000=			
			Temp - \$100.00		\$50/\$2ea/\$15ea			\$32.00 Application Fee

GAS	Fairhaven	Mattapoisett	Marion	Acushnet	New Bedford	Dartmouth	Westport	Seekonk
1-2 Family Dwelling	\$52.00/\$11.00 per fixture	\$50.00/\$15.00 per fixture	\$50.00 with 1 fixture \$10.00 addtl	\$40.00/\$15.00	\$20.00/\$35.00	\$75.00/ \$9 per fixture	\$35/\$10ea	\$52/\$15.45 fix
One Time Inspection	\$52.00	\$50.00	\$40.00	\$50.00	\$30.00	\$75.00	\$35.00	40.00
Water Heater								
Generators	\$52/\$67	\$50.00Res/\$100.00Comm	\$40.00/\$50.00	\$60.00	\$45/\$75	\$75.00	\$75.00	\$52/\$103
Change of Appliances	\$52.00/\$7.00	\$50.00/\$100.00	\$50/10ea \$60/15ea	\$50.00	\$15.00	\$75.00	\$45/\$60	52.00
Commercial	\$77.00/\$16.00	\$100.00/\$25.00 (per 100,000 BTU)	\$60.00/\$15.00		\$45/\$20\$25\$30ea	\$75/\$12 ea	\$60/\$15ea	\$103./\$15.45
Gas Test Only	\$52.00	\$50.00	\$50/ \$60	\$40.00	\$15.00	\$75.00	\$45.00	\$52
Pool Heaters	\$52/\$67	\$65.00	\$50/ \$60	\$60.00	\$25.00	\$75.00	\$45 min	\$52min
					Various rates on Comm			

	(R/C-Res/Com)										
PLUMBING	Fairhaven	Mattapoisett	Marion	Aquinnet	New Bedford	Dartmouth	Westport	Seekonk			
SFD - 1-2 Family Dwelling	\$52.00/\$11.00 per fixture	\$50.00/\$15.00 per fixture	\$50.00 with 1 fixture \$10.00 add'l	\$50.00/\$10.00	\$40.00 plus \$7.00 fixture	\$75.00/plus \$9.00	\$35/\$10ea	\$103.00			
1 x inspections	\$52.00	\$50.00	\$40.00	50.00	\$25		45.00	42.00			
Re-Inspection (R/C)	\$52.00/\$67.00	\$75.00/\$100.00	\$40.00/\$50.00	50.00	\$25	75.00	\$50.00	\$42			
Water Heater	\$52.00		\$50/ \$60	50.00	\$20/\$30		45.00	52.00			
Commercial											
Commercial/Ind/Multi	\$77.00/16.00	\$100.00/\$25.00 per	\$50.00 (re-inspect)		\$40.00 plus \$7.00 fixture		\$60/\$15ea	\$119/\$21			
								**effective 7/1/17			

**TOWN OF FAIRHAVEN  
BUILDING DEPARTMENT – INSPECTION FEE SCHEDULE**

**DRAFT**

	<b>Current:</b>	<b>Proposed:</b>
304's All restaurant/establishments with alcohol(40)	\$60.00	\$100.00
110 Schools (5)		
110 Restaurants without alcohol (33)	\$60.00	\$ 75.00
110 Daycares (7)	\$60.00	\$ 75.00
Service Stations (31)	\$60.00	\$ 75.00
Seasonal (6)	\$60.00	\$ 75.00
Nursing Homes	Varied	
Church & Church Halls (8)	\$40.00	\$75.00
Hotels/B&B (3)	\$60.00	\$75.00
Public Buildings (9)		
3 Family Homes (65)	\$40.00	\$75.00
4 Family Homes (28)	\$80.00	\$100.00
5 Family Homes (10)	\$85.00	\$100.00
6-8 Family Homes (5)	\$87.00	\$100.00
9 Family Homes (2)	\$93.00	\$125.00
10 Family (1)	\$103.00	\$125.00
14 Units (6)	\$99-\$171	

**DRAFT**

**TOWN OF FAIRHAVEN  
BUILDING DEPARTMENT**

**RESIDENTIAL BUILDING PERMIT FEE SCHEDULE**

Additions	<del>\$ .42/ft. 2 per ft.</del>	Min. Fee	\$309.00
Animal Shelters/Dog Kennels			\$ 78.00
Carports			\$103.00
Certificate of Occupancy			\$103.00
Decks/Porches (New Repairs)	<del>\$ .34/ft. 2 per ft.</del>		\$155.00
Demolition of House			\$515.00
Demolition of Garages (anything over 12x16 is considered a garage)			\$258.00
Demolition of Sheds (anything under 12x16 and under)			\$103.00
Fireplace/Chimneys			\$129.00
Foundation Only		Min. Fee	\$412.00
Garages	<del>\$ .42/ft. 2 per ft.</del>	Min. Fee	\$206.00
Home Improvement Permits (sidewall, roofing, windows, etc)		Min . Fee	\$ 78.00
Hydronic Boilers (must also take out electrical & plumbing permits)			\$ 53.00
Interior Alterations/Change of Use			\$258.00
Late Fee Filing			\$309.00
Moving/Landing/Temporary Trailers			\$309.00
New Construction/Modular Homes	<del>\$ .42/ft. 2 per ft.</del>	Min. Fee	\$515.00
Piers & Docks			\$258.00
Pools: Above ground/spa's/hot tubs & fish ponds			\$103.00
In-Ground		Min. Fee	\$155.00
Re-Inspection Fee			\$ 52.00
Sheds	<del>\$ .34/ft. 2</del>	Min Fee	\$ 78.00
Sheet Metal Permit Fee		Min. Fee	\$ 78.00
Temporary Storage Containers			\$155.00

**DRAFT**

Temporary Structures/Tents	\$314/ft <sup>2</sup>	Min. Fee	\$206.00
Trench Permits/Residential & Commercial		\$52.00	\$ 78.00
Wind Turbine/Solar Panels (ground or roof) \$10 per panel		Min. Fee	\$309.00
Wood/Pellet Stoves			\$103.00

**\*\*All residential permit fees shall be \$10 per \$1,000 of contracted cost of work or the minimum fee specified.\*\***  
**\*\*New Construction shall use the current ICC Building Valuation Data for square foot construction costs.\*\***

**ANY AND ALL ILLEGAL BUILDING INSTALLATIONS ON NEW OR EXISTING HOMES, BUSINESSES  
WILL PAY THREE (3) TIMES THE REQUIRED FEE**

**APPROVED:**

\_\_\_\_\_  
Kristian D. White, Building Commissioner

**APPROVED:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Board of Selectmen

**EFFECTIVE DATE:**

**KEY:**

~~\$42/ft<sup>2</sup>~~ = Current

RED is proposed Changes



**DRAFT**

**TOWN OF FAIRHAVEN  
BUILDING DEPARTMENT**

**COMMERCIAL BUILDING PERMIT FEE SCHEDULE**

Accessory Structure	\$.62/sq. ft. 2 per flr.	Min. Fee	\$ 412.00
Additions	\$.62/sq. ft. 2 per flr.	Min. Fee	\$ 515.00
Alterations/Change of Use	\$.34/sq. ft. 2 per flr.	Min. Fee	\$ 824.00
Commercial Docks & Piers			\$ 515.00
Commercial Wind Turbines	1% of the total cost of the Project plus 3% Administration Fee		
Demolition's			\$1030.00
Foundation Only			\$1030.00
Landing or Moving of any Building			\$1030.00
New Construction	\$.62/sq. ft. 2 per flr.	Min. Fee	\$1030.00
Occupancy Permits			\$ 206.00
Roof		Min. Fee	\$ 309.00
Temporary Structures			\$ 515.00
Tent			\$ 206.00
Sheet Metal & Duct Work	\$.26/running-ft	Min. Fee	\$ 309.00
Signs (per face)			\$ 78.00
Solar Panels		Min. Fee	\$1030.00

~~Definitions: All sq. ft. areas shall be in the area in square feet of all horizontal planes based on the exterior dimensions of the structure including habitable basements, including the attic area.~~

~~\*\*All Commercial Permit Fees shall be \$15 per \$1,000 of contracted cost of work or the minimum fee specified\*\*~~

~~\*\*New Construction shall use the current ICC Building Valuation Data for square foot construction costs\*\*~~

**ANY AND ILLEGAL BUILDING INSTALLATIONS ON NEW OR EXISTING HOMES, BUSINESSES WILL  
PAY THREE (3) TIMES THE REQUIRED FEE.**

APPROVED:

APPROVED:

Kristian D. White, Building Commissioner

Board of Selectmen

DRAFT



## TOWN OF FAIRHAVEN BUILDING DEPARTMENT

### FEE SCHEDULE FOR PLUMBING PERMITS

One and Two Family Dwelling	\$52.00 (\$67.00) Application Fee (New) Plus \$11.00 per fixture		
Commercial, Industrial, Multi-family (3+ family) One(1) permit for each individual UNIT shall be obtained Regarding Gas Permits	\$77.00 Application Fee (New) Plus \$16.00 per fixture		
	RES.		COMM.
Commercial Back Flow Preventer	\$52.00	\$67.00	\$78.00
Hot Water Heater – replacement	\$52.00	\$67.00	\$78.00
On Demand Hot Water (must take out Gas Permit also)	\$52.00	\$67.00	\$78.00
Replacement of a fixture not listed	\$52.00	\$67.00	\$78.00
Residential Back Flow Preventer New/Replacement	\$52.00	\$67.00	\$78.00
Re-inspection Fee	\$52.00	\$67.00	\$78.00
Sewer and or Water Tie-In	\$52.00	\$67.00	\$78.00

ANY AND ILLEGAL PLUMBING INSTALLATIONS ON NEW OR EXISTING HOMES, OR BUSINESSES  
WILL PAY THREE (3) TIMES THE REQUIRED FEE.

APPROVED

Henry Daigle, Gas Inspector

APPROVED

Board of Selectmen

EFFECTIVE DATE:





DRAFT

## TOWN OF FAIRHAVEN BUILDING DEPARTMENT

### FEE SCHEDULE FOR GAS PERMITS

One and Two Family Dwelling	\$52.00 (\$67.00) Application Fee (New) Plus \$11.00 per fixture		
Commercial, Industrial, Multi-family (3+ family) One(1) permit for each individual UNIT shall be obtained Regarding Gas Permits	\$77.00 Application Fee (New) Plus \$16.00 per fixture		
	RES.		COMM.
Fuel Main	\$52.00	\$67.00	\$78.00
Line Test	\$52.00	\$67.00	\$78.00
Replacement Items per Fixture	\$52.00	\$67.00	\$78.00
Boiler (replacement you must also obtain a plumbing permit for a backflow Preventor a/k/a cross connection device)	\$52.00	\$67.00	\$78.00
Gas Dryer	\$52.00	\$67.00	\$78.00
Gas Range	\$52.00	\$67.00	\$78.00
Ovens, Fryolator	\$52.00	\$67.00	\$78.00
Roof Top Heaters	\$52.00	\$67.00	\$78.00
Space Heaters	\$52.00	\$67.00	\$78.00
Unit Heater	\$52.00	\$67.00	\$78.00
Water Heater (On Demand Only) must take plumbing permit	\$52.00	\$67.00	\$78.00
Re-Inspection Fee	\$52.00	\$67.00	\$78.00

ANY AND ILLEGAL GAS INSTALLATIONS ON NEW OR EXISTING HOMES, OR BUSINESSES WILL  
PAY THREE (3) TIMES THE REQUIRED FEE.

APPROVED

Henry Daigle, Gas Inspector

APPROVED

Board of Selectmen

EFFECTIVE DATE:



**DRAFT**

**TOWN OF FAIRHAVEN  
BUILDING DEPARTMENT**

**RESIDENTIAL WIRING PERMIT FEE SCHEDULE**

New Dwelling with our without Electric Heat		\$165.00
New or Replacement Services (overhead)		\$ 78.00
Underground Service (all underground electric work including service)		\$103.00
Temporary Service		\$ 78.00
Service breakdown (meter, cable or panel only)		\$ 52.00 \$78.00
Oil & Gas furnace (excluding new home permits)		\$ 52.00
Addition or remodeling (wiring, receptacles, switches, lights, etc)	2 inspections	\$ 103.00
Generator's		\$ 78.00
Pools		
Above Ground		\$ 78.00
In-ground		\$103.00
House Alarms		
Fish work		\$ 52.00
New		\$ 78.00
Solar Installations		\$148.00
Snake work	1 inspection	\$ 52.00
Any recall made for defects will be charged at the following rate		\$ 52.00 (per call)

Multi-family and Commercial (3 or more apartments) – One Permit for each UNIT shall be obtained regarding Electrical permits.

**ANY AND ILLEGAL ELECTRICAL INSTALLATIONS ON NEW OR EXISTING HOMES, OR BUSINESSES  
WILL PAY THREE (3) TIMES THE REQUIRED FEE.**

APPROVED

APPROVED: Board of Selectmen

\_\_\_\_\_  
John Cottrill, Chief Wire Inspector

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Town of Fairhaven**  
***Building Department***

40 Centre Street  
Fairhaven, MA 02719

508-979-4019



## PLAN REVIEW

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**Example 1:** New 2,200 sq ft residential single family dwelling

Current building permit fee-  
\$924.00

ICC building valuation data method using \$10 per \$1000 fee multiplier-  
\$2,694.00

2015 IRC appendix L recommended permit fees (ICC value based)-  
\$2,212.00

**Example 2:** New 6,000 sq ft commercial department store M-use

Current building permit fee-  
\$3,720.00

ICC building valuation data method using \$15 per \$1000 fee multiplier-  
\$11,310.00

2015 IBC fees not available



**Town of Fairhaven**  
***Building Department***

40 Centre Street  
Fairhaven, MA 02719  
508-979-4019



## PLAN REVIEW

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### **Example 3: Building Department Fees for municipalities within the Commonwealth of Massachusetts (random)**

#### **Municipalities that use the \$10 res. / \$15 comm. fee multiplier are:**

Attleboro, Framingham, Walpole, Shrewsbury, Hingham, Norwood,  
Hopkinton, Cohasset

#### **Municipalities that use a fee multiplier higher than \$10 res. / \$15 comm. are:**

Andover, Acton, Provincetown, Maynard, Abington, Norton, Medfield,  
Bridgewater, Millis, Holbrook, Milton, Sharon

#### **Municipalities that use a fee multiplier lower than \$10 res. / \$15 comm. are:**

Falmouth, Franklin, Kingston

## Attachment I

Mark Rees &lt;mrees@fairhaven-ma.gov&gt;



## Wetland Scientist

3 messages

Mark Rees &lt;mrees@fairhaven-ma.gov&gt;

Tue, Jul 16, 2019 at 2:37 PM

To: Whitney McClees &lt;wmcclees@fairhaven-ma.gov&gt;

Whitney, what would you estimate the cost to be for the services of a wetland scientist for the Sycamore Street project?

thanks

Mark

--  
Mark H. Rees  
Town Administrator  
Town of Fairhaven  
Fairhaven Town Hall  
40 Center Street, Fairhaven, MA 02719  
(508) 979-4023  
mrees@fairhaven-ma.gov

Whitney McClees &lt;wmcclees@fairhaven-ma.gov&gt;

Tue, Jul 16, 2019 at 3:29 PM

To: Mark Rees &lt;mrees@fairhaven-ma.gov&gt;

Hi Mark,

It depends on the scale of the project. If it is a full-scale invasive species management project for that whole area to address not just the overgrown parcel but also the marsh area, it would be much more costly than a project focusing on the overgrown area. The problem with doing any clearing work without planting only within the overgrown parcel is that it provides the opportunity for the neighboring invasive species to spread and take hold in that area. I can reach out to a couple of firms for estimates, but they will want to know what the specifics of the project are.

When the Commission hires a peer reviewer to look over the project and check the wetland line, and not do any of the on-the-ground project work, costs range from \$500 to \$8,000 depending on the scale of the work. My guess is the cost of the project itself, including designing the project, getting plans done, and executing the project, would be on the higher end of that range, if not more given that it would be management of the whole project rather than just a peer review.

If you'd like me to seek estimates from a few companies in the area, I can certainly do that once I have a clearer idea of what specifically the work being proposed is.

Thanks,  
Whitney

Whitney McClees  
Conservation Agent and Sustainability Coordinator  
Town of Fairhaven  
40 Center Street  
Fairhaven, MA 02719  
508-979-4022 ext. 128

[Quoted text hidden]

Mark Rees &lt;mrees@fairhaven-ma.gov&gt;

Tue, Jul 16, 2019 at 4:14 PM

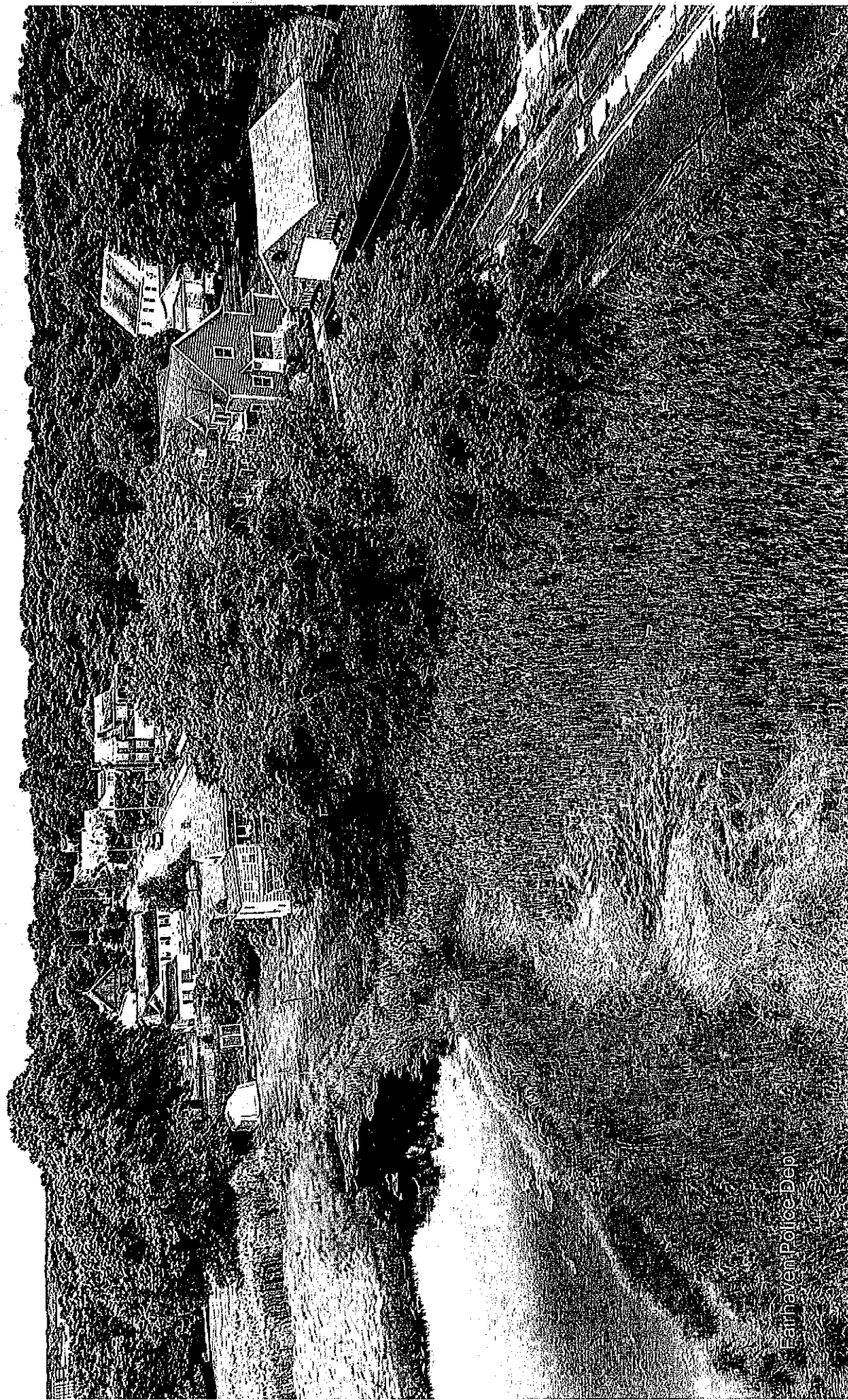
To: Whitney McClees &lt;wmcclees@fairhaven-ma.gov&gt;



Fairhaven Police Dept.







Fairhaven Police Dept





