



Fairhaven Board of Selectmen

Meeting Minutes
December 2, 2019

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FAIRHAVEN.
MASS.

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

The meeting was videotaped on Cable Access.

Chairman Murphy called the meeting to order in the Town Hall Banquet Room at 6:31 p.m.

APPROVAL OF MINUTES

Mr. Espindola made a motion to approve the minutes of November 4, 2019 Open Session. Mr. Murphy seconded. Vote was passed with one abstention from Mr. Freitas because he was not present for the meeting. (2-0-1)

Mr. Espindola made a motion to approve the minutes of November 4, 2019 Executive Session. Mr. Murphy seconded. Vote was passed with one abstention from Mr. Freitas because he was not present for the meeting. (2-0-1)

Mr. Espindola made a motion to approve the minutes of November 12, 2019 Open Session. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of November 13, 2019 Open Session. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of November 13, 2019 Executive Session. Mr. Freitas seconded. Vote was unanimous. (3-0)

TOWN ADMINISTRATORS REPORT

Mr. Rees updated the Board:

Building Commissioner Kris White, Veterans Service Officer Brad Fish and Mr. Rees met with representatives of the American Legion Post and they were informed that the Post is making progress on obtaining financing to pay their back taxes and redeem the property. Mr. Rees also told representatives of the Post the town was concerned about the safety of the fire escape from the second floor and that Mr. White will be doing an inspection of the property in December.

Mr. Rees has set up a meeting with G. Bourne Knowles III for Tuesday, December 3rd to restart our negotiations with him regarding purchasing some or all of his property for the new public safety facility.

The Capital Planning Committee will be meeting on December 4 to begin their review of capital project requests. The Finance Committee has requested that they be able to send rotating members to meetings of the Capital Planning Committee to serve as non-voting liaisons. The Selectmen were in agreement with this.

The Budget Team begins meeting with Department Directors the week of December 9th to discuss their FY21 budget request.

Mr. Rees has been notified by Representative Staus's office that there will be a bridge naming on December 4, 2019 at the I-195 overpass at River Avenue to honor Donald Roger Desmarais and Henry Anthony Chevalier.

Mr. Rees stated that he will amend the original application that was sent to the Cannabis Control Commission (CCC) regarding the municipal notice the town received a month ago from the State regarding the recreational marijuana license for Bask, Inc. verifying that the local requirements had been met by Bask, Inc. Originally Mr. Rees had reported that a host agreement had been issued but not a site approval by the Planning Board. Subsequent to that the CCC stated that a final site plan is not necessary at this stage, just the notice showing that the permitting process is available and Bask, Inc. will apply in the future. Tim Keogh, president of BASK, Inc. met with the Board to answer any questions regarding this process. (Attachment A)

COMMITTEE LIASON REPORTS

Mr. Espindola stated that he will hold his office hour on Tuesday, December 3, 2019.

Mr. Espindola said he will meet with SRPEDD and Marine Resources this week.

Mr. Espindola said he met with the Broadband Study Committee and they have made a recommendation to Mr. Rees for the town wide feasibility.

Mr. Freitas said he will meet with the Historical Commission this week.

Mr. Murphy stated that he has met with the Sister City Committee and will meet next week with the Commission on Disability.

FORT PHOENIX POLAR PLUNGE

Carol Ann Days-Merrill and Kathy Lopes met with the Board to ask for the Board's support for the 20th annual Fort Phoenix Polar Plunge on New Year's Day. The theme for this year's fundraiser is "Under the Sea." Mr. Espindola made a motion to approve the Fort Phoenix Polar Plunge on January 1, 2020. Mr. Freitas seconded. Vote was unanimous. (3-0)

SAINT JOSEPH CHIRSTMAS CAROLING

Chairman Murphy read a letter from Father Stephen Banje regarding Saint Joseph Parish's annual Christmas caroling event. Mr. Espindola made a motion to approve the Saint Joseph

Parish's annual Christmas caroling around the neighborhood on Saturday, December 14, 2019 at 6:00 pm. Mr. Freitas seconded. Vote was unanimous. (3-0)

SANTA SING-A-LONG

Mr. Murphy read a letter from the Fairhaven Improvement Association requesting use of the Town Hall for the annual Sing-a-long with Santa on Saturday, December 14, 2019 at 5:00 p.m. Espindola made a motion to approve the Fairhaven Improvement Association sing-a-long for Saturday, December 14, 2019 at 5:30 pm and to all waive fees. Mr. Freitas seconded. Vote was unanimous. (3-0)

MEETING SCHEDULE

Mr. Rees said the Board has each looked at the schedule to determine their availability. Mr. Espindola made a motion to approve the Board of Selectmen's meeting schedule for the first half of calendar 2020. Mr. Freitas seconded. Vote was unanimous. (3-0) (Attachment B)

GCG ENGINEERING CONTRACT AMENDMENT

Mr. Rees explained to the Board that the Community Development Block Grant (CDBG) requires some additional funds to finish some additional work. Mr. Espindola made a motion to approve the amended contract for GCG Engineering. Mr. Freitas seconded. Vote was unanimous. (3-0)

GRANT MANAGEMENT SERVICES –BREEZEWAY CONSULTING

Mr. Rees told the Board the Board had already approved this contract but the State has amended it. Mr. Espindola made a motion to approve the amended contract for Breezeway Farms Consulting. Mr. Freitas seconded. Vote was unanimous. (3-0) (Attachment C)

FY20 TAX RATE CLASSIFICATION

At 7:00 p.m. Chairman Murphy opened the public hearing for the Tax Classification by reading the public hearing notice. In attendance were the members of the Board of Assessors (BOA), Chairperson Ronnie Manzone, Pam Davis, Assistant Assessor Delfino Garcia and Finance Director Wendy Graves.

Mr. Espindola made a motion to go with the BOA recommendation against residential Exemption. Mr. Freitas seconded. Vote was unanimous. (3-0).

Mr. Espindola made a motion to go with the BOA recommendation against adopting a small commercial business exemption. Mr. Freitas seconded. Vote was unanimous. (3-0).

Mr. Espindola made a motion to go with the BOA recommendation of a split tax rate with a minimum residential factor of .8778 Mr. Freitas seconded. Vote was unanimous. (3-0).

There was no public comment. Chairman Murphy closed the public hearing at 7:06 p.m. (Attachment D)

PUB 99 CHANGE OF MANAGER, DIRECTOR AND OFFICERS

At 7:07 p.m. Mr. Murphy read the public hearing notice from Ninety- Nine Restaurants of Boston d/b/a 99 Restaurant and Pub, 32 Sconticut Neck Road- Unit #24 for the transfer and issuance of stock and for the appointment of new stockholders, Officers and Directors. A representative of the company was not required to attend the meeting.

Mr. Espindola made a motion to approve the transfer and issuance of stock and for the appointment of new stockholders, Officers and Directors for Ninety- Nine Restaurants of Boston d/b/a 99 Restaurant and Pub, 32 Sconticut Neck Road- Unit #24. Mr. Freitas seconded. Vote was unanimous. (3-0)

INTERMITTENT POLICE OFFICER/ POLICE SERGENT POSITION

Police Chief Myers explained to the Board he would like to make one patrol officer a sergeant. Currently he has 2 sergeants but is out on sick leave, once the person returns to work this will make the department have 3 sergeants but will not increase the rank. It is still cost effective than paying an officer over time to fill in rather than make this the permanent rate.

Mr. Espindola made a motion to approve the promotion of rank of officer to sergeant as outlined in the November 26, 2019 letter. Mr. Freitas seconded. Vote was unanimous. (3-0)

Chief Myers explained that the intermittent police officer is almost like an apprentice program, where the individual would be trained in house and they would be monitored but they can see if they will be ready for full time.

Mr. Espindola made a motion to approve the additional part –time reserve police officers. Mr. Freitas seconded. Vote was unanimous. (3-0) (Attachment E)

FIVE YEAR FORECAST

Finance Director Wendy Graves met with the Board to review the projected budget revenue forecast for FY21-25. Mr. Rees explained the numbers could change slightly and he thanked Ms. Graves for her hard work. (Attachment F)

ELECTRIC CAR/CHARGING STATION GRANT

Sustainability Coordinator Whitney McClees met with the Board to discuss a recent grant award from Mass DEP (Department of Environmental Protection) Electric Vehicle Fleets Grant to Fairhaven for 2 electric cars and a charging station. Ms. McClees explained to the Board she is looking into leasing the vehicles and not purchasing them because there are more incentives by the State when leasing. There is also a mandatory 3 year lease required by the grant. The Town would have to provide a lump sum for the remainder of the lease this is required by the grant.

There would be a cost savings of roughly \$900 a year for using electricity and not gas for the vehicles. The Board thanked Ms. McClees for her hard work. Selectman Freitas suggested that if the Town will be adding 2 new vehicles that 2 vehicles be taken out of service to not add any expense to the Town. The board discussed the differences of using a gas powered vehicle versus an electric vehicle and what the mileage difference could be. Mr. Espindola made a motion to approve the electric car charging station grant as outlined in the November 26, 2019 memorandum upon checking the mileage of the electric vehicles to ensure at the end of the lease this will not incur a cost to the Town. Mr. Freitas seconded. Vote was unanimous. (3-0) (Attachment G)

REQUEST FOR PHOTOS

Mr. Murphy read a memo stating that the Town is looking for submissions for the 2019 annual report cover.

TOWN MEETING ARTICLES DEADLINE

Mr. Murphy said citizens interested in submitting articles for the May 2020 annual Town meeting should do so by January 17, 2020 at 4 p.m. This information will also be advertised in the Neighborhood News.

MASS DOT SAFE ROUTE TO SCHOOL GRANT

Mr. Murphy read a notice from the Mass DOT Highway Division stating that Fairhaven has been eligible to receive Federal Safe Routes to School funding. The Town has been awarded \$800,000 to make improvements at the top of Sconticut Neck Road near the Wood School area. The Board thanked BPW Superintendent Vinnie Furtado and Bikeway Chair Mat Coes for their hard work on applying and receiving this grant. (Attachment H)

NOTES AND ANNOUNCEMENTS

Mr. Espindola thanked the members of the Finance Committee for their willingness to attend the Capital Improvement Committee meetings.

Mr. Espindola said he recently attended the ribbon cutting for the Carvalho Farm trail at Shaw's Cove. He thanked the Carvalho family for preserving and making this property accessible for all to enjoy.

Mr. Espindola said work on the west end of the bike path near Mattapoisett is under construction and should be open by spring.

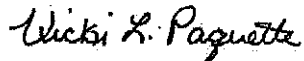
Mr. Espindola announced there would be a spaghetti supper at the VFW on December 4, 2019 to benefit MO LIFE, Inc. Mr. Murphy left the room for the announcement.

Mr. Murphy offered condolences for the family of Delores Kurtchowski who recently passed away.

Mr. Murphy said he and Mr. Espindola were recently “celebrity” bar tenders at the Prize-a-Palooza and thanked bar manager Kerrie Botelho for all her hard work.

Mr. Espindola made a motion to adjourn at 7:35 p.m. Mr. Freitas seconded. Vote was unanimous. (3-0)

Respectfully submitted,



Vicki Paquette
(Approved 12/16/2019)

Attachments:

- A: Municipal Notice email
- B: Board of Selectmen meeting schedule
- C: CDBG Contract with Breezeway Farms Consulting Inc.
- D: Tax Rate Classification memos and rate schedule
- E: Letter from Chief Myers – November 26, 2019
- F: Revenue Projections FY 21-25
- G: Electric Car/Charging Stations email and grant memo
- H: MassDOT Safe Route to School grant award letter



Attachement A

Vicki Paquette <vpaquette@fairhaven-ma.gov>

Fwd: Municipal Notice

1 message

Mark Rees <mrees@fairhaven-ma.gov>

Wed, Nov 27, 2019 at 3:21 PM

To: Charles Murphy <cmurphy@fairhaven-ma.gov>, Daniel Freitas <dfreitas@fairhaven-ma.gov>, Bob Espindola <selectmanbobespindola@gmail.com>, Vicki Paquette <vicki@fairhaven-ma.gov>, "Thomas P. Crotty" <tomcrotty@tcrottylaw.com>, Paul Foley <pfoley@fairhaven-ma.gov>

Please read through this email trail regarding the licensing process for the recreational marijuana license for Bask, Inc which I will bring up Monday night in report.

Mark

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

From: **Tim Keogh** <Tim@cometobask.com>

Date: Wed, Nov 27, 2019 at 2:11 PM

Subject: RE: Municipal Notice

To: Mark Rees <mrees@fairhaven-ma.gov>, Thomas P. Crotty <tomcrotty@tcrottylaw.com>

Cc: Tim Callahan <tim@vicentesederberg.com>

Thanks, Mark.

See you Monday night. Call or email if you need anything in the meantime.

Tim

From: Mark Rees <mrees@fairhaven-ma.gov>

Sent: Wednesday, November 27, 2019 2:10 PM

To: Thomas P. Crotty <tomcrotty@tcrottylaw.com>

Cc: Tim Callahan <tim@vicentesederberg.com>; Tim Keogh <Tim@cometobask.com>

Subject: Re: Municipal Notice

Ok, I will mention this matter at the Board of Selectmen's meeting Monday 12/2 so that they (and the public) is aware of the state approval process and then fill out the paperwork on Tuesday.

Mark

On Wed, Nov 27, 2019 at 1:24 PM Thomas P. Crotty <tomcrotty@tcrottylaw.com> wrote:

Mark

As I read the CCC's information for municipalities, an applicant is in compliance if local permitting is available for the location of the facility .

"Local Permits: Please note that if a local ordinance or bylaw requires local permitting or licensing, the applicant does not need to have the permitting or licensing granted at the time of the notice to a municipality. Instead, the Commission simply needs to know whether such permitting or licensing is available for that particular location."

So I agree with Tim's proposed response.

Tom

Thomas P. Crotty

Thomas P. Crotty & Associates, PLLC

5 Dover Street, Suite 102

New Bedford, MA 02740-4992

TomCrotty@tcrottylaw.com

Tel: 508-990-9101 Fax: 508-990-9108

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From: Tim Keogh [mailto:Tim@cometobask.com]

Sent: Wednesday, November 27, 2019 12:59 PM

To: Thomas P. Crotty; Mark Rees

Cc: Tim Callahan

Subject: Municipal Notice

Hi Mark,

Here is the "chicken and egg" situation we are in: The Fairhaven Special Permit process requires submittal of Bask's plans that have been approved by the CCC. The CCC requires a Municipal Notice that confirms compliance with local regulations in order to issue a Provisional License. The Provisional License is the proof that we can provide to Fairhaven that our plans have been approved by the CCC.

A Provisional License has several stipulations; one of which is compliance with all local rules and bylaws. The CCC will not issue any final license to Bask without a Special Permit.

So, to move Bask's application forward, we need Fairhaven to resubmit the Municipal Notice to the CCC that says that we are in compliance.

According to the CCC, the safeguard the Town can include is to add an asterix that states it's conditional upon Bask receiving a special permit. I have drafted an example attached to this email. I have also included the original Municipal Notice form from the CCC so you have a fresh copy.

We need to get this cleared up by next Friday or risk having our license denied.

If you can file the Municipal Notice electronically that would help speed things up. You can send it to the following email address:

Kyle.Potvin@cccmass.com

licensing@cccmass.com

Please copy me on the submittal so I can keep track of it.

Happy to talk this through with you or Tom Crotty and can even get our legal team on the call.

Thanks for your help,
Tim

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

Total Control Panel

[Login](#)

To: tim@cometobask.com

[Remove this sender from my allow list](#)

From: mrees@fairhaven-ma.gov

You received this message because the sender is on your allow list.

--
Mark H. Rees
Town Administrator
Town of Fairhaven
Fairhaven Town Hall
40 Center Street, Fairhaven, MA 02719

Town of Fairhaven

Board of Selectmen

Meeting Schedule

1st half of 2020

(all meetings start at 6:30 p.m.)

Monday, January 13, 2020

Wednesday, January 29, 2020

Monday, February 10, 2020

Wednesday, February 19, 2020

Monday, March 9, 2020

Monday, March 23, 2020

Monday, April 13, 2020

Monday, April 27, 2020

Monday, May 11, 2020

Tuesday, May 26, 2020

Monday, June 8, 2020

Monday, June 29, 2020

Attachment C

**Town of Fairhaven
CDBG Administration
CONTRACT FOR SERVICES**

THIS AGREEMENT, was made as of the 13th day of November, 2019 by and between the **Town of Fairhaven, Massachusetts** (hereinafter referred to as the **MUNICIPALITY**) and **Breezeway Farm Consulting, Inc.** (hereinafter referred to as the **CONSULTANT.**), having an address at 222 Wendell Road, New Salem, MA 01355.

WHEREAS, the **MUNICIPALITY of FAIRHAVEN**, 40 Center Street, Fairhaven, MA 02719, has entered into an agreement with the Commonwealth of Massachusetts' (hereinafter "Commonwealth") Department of Housing and Community Development (hereinafter referred to as "DHCD"), Massachusetts Community Development Block Grant Program CDFA #14-228 (hereinafter Mass. "CDBG") to undertake Hedge Street Reconstruction and Hedge Street Design Phase III Projects, pursuant to the Housing and Community Development Act of 1974 (hereinafter "Act"), as amended, and regulations hereunder, and

WHEREAS, professional services relating to the implementation and administration of the Program are sought to assist the **MUNICIPALITY** in the timely achievement of its FY19 Mass. CDBG Grant Program objectives,

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT:** The **MUNICIPALITY** hereby engages the **CONSULTANT** to perform the services set forth herein and the **CONSULTANT** hereby accepts the engagement.
2. **SCOPE OF SERVICES:** The **CONSULTANT** shall perform the services as described in the document "Specifications for Services", which is attached hereto as Attachment A.
3. **RESPONSIBILITY OF THE MUNICIPALITY:** The **MUNICIPALITY** shall assume responsibility for assisting the **CONSULTANT** insofar as possible for the purpose of efficiency and furnishing the **CONSULTANT** with information needed to satisfactorily complete the services.
 - 3.1 The **MUNICIPALITY** shall designate a project representative authorized to work with the **CONSULTANT** with respect to the project. The **MUNICIPALITY'S** representative is Mr. Paul Foley, Planning Director, (508) 979-4082, Ext. 122.
4. **REPORTING:** The **CONSULTANT** will submit written reports to the **MUNICIPALITY** on the status of the professional services, according to the schedule and dates specified below, or at other times as required by an information request or reporting requirement of Mass. CDBG

<u>Quarterly Reports</u>	<u>Quarter Ending</u>	<u>Due Date</u>
No. 1	September 30, 2019	October 5, 2019 (not required)
No. 2	December 31, 2019	January 5, 2020
No. 3	March 31, 2020	April 5, 2020
No. 4	June 30, 2020	July 5, 2020
No. 5	September 30, 2020	October 5, 2020

5. **SUBCONTRACTS:** No subcontracts may be awarded by the CONSULTANT the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the MUNICIPALITY and DHCD.
6. **TIME OF PERFORMANCE:** The services of the CONSULTANT are to commence on or about November 15, 2019, and shall be undertaken and completed in sequence as to assure their expeditious completion.
 - 6.1 All services required hereunder shall be completed by no later than January 31, 2021.
7. **COMPENSATION:** The MUNICIPALITY will pay the CONSULTANT a Grant Administration fee of \$44,500.00 and general expenses not to exceed \$500.00, for a total fee and general expenses in the amount not to exceed \$45,000, based on invoices, submitted in the approved form and according to the "Method and Schedule of Compensation," as found as Attachment B.
8. **GENERAL PROVISIONS:**
 - 8.1 **RETENTION OF RECORDS:** The CONSULTANT SHALL MAINTAIN IN ACCORDANCE WITH 2 CFR Part 200.333, and any Mass. CDBG regulations, procedures or guidelines, those books, records, and other documents, including but not limited to payroll records, and purchase orders that are sufficient to document that activities carried out were in accordance with this Agreement, and the primary objectives of the Act, and any other applicable laws and regulations. Such records shall contain all information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, liabilities, outlays and income. The CONSULTANT shall maintain such records for a period of seven (7) years from the date of expiration of this Agreement, or if such records become the subject of audit findings, they shall be retained until such findings have been resolved, whichever is later.
 - 8.2 **ACCESS TO RECORDS:** The CONSULTANT shall make all books, accounts, records, reports, files, and other papers, things or property, that relate to its activities under this Agreement, available at all reasonable times for inspection, review, and audit by the MUNICIPALITY, DHCD, their authorized representatives, authorized representatives of the U.S. Department of Housing and Urban Development (hereinafter "HUD"), the Inspector General of the United States, or of the Commonwealth, the Auditor of the Commonwealth, and the Attorney General of the United States, or of the Commonwealth reserves the right of the Governor or his designee, the Secretary of Administration and Finance, and the State Auditor and his designee, at reasonable times and upon reasonable notice, to examine the books, records, and other comparative data of the CONSULTANT which pertain to the performance of the revisions and requirements of this Agreements, as provided by Executive Order 195.
 - 8.3 **TERMINATION:** The MUNICIPALITY may terminate the contract, for cause, upon fifteen (15) days written notice to the CONSULTANT. In case of termination, all finished and unfinished documents and records of the CONSULTANT relating to the Program shall become the property of the MUNICIPALITY.
 - 8.3.1 In the event of termination, the CONSULTANT will be compensated for services provided to the date of termination, according to the "Schedule of Payments", Attachment B.

- 8.4 **AMENDMENTS:** This Agreement may be amended provided such amendment is in writing and executed by the signatories hereto, and receives approval from DHCD prior to its effective date.
- 8.5 **NON-DISCRIMINATION:** The CONSULTANT shall adhere to the requirements set forth in Title VI of the Civil Rights Act of 1964 (public Law 88-352), and the regulations issued pursuant thereto by HUD; Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), as amended; section 109 of the Housing and Community Development Act of 1974, and the HUD regulations issued pursuant thereto (24 CFR 570.601); Federal Executive Order 11063, as amended by Executive Order 12259 and the HUD regulations issued pursuant thereto (24 CFR 107); The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Section 402 of the Veterans of Vietnam Era Act (for project of \$10,000 or more); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Massachusetts General Laws Chapter 151B Section 1 et seq.; State Executive Order 478; and Mass. CDBG regulations, procedures or guidelines; and all other applicable federal and state laws, regulations, guidelines and executive orders.
- 8.5.1 The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, gender, age, ancestry, handicap, veteran's status, sexual orientation, sexual identity and any other legally recognized protected class. The CONSULTANT shall take affirmative action to ensure that qualified applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religious creed, national origin, gender, age, ancestry, handicap, veteran's status, sexual orientation, sexual identity and any other legally recognized protected class. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, national origin, gender, age, ancestry, handicap, veteran's status, sexual orientation, sexual identity and any other legally recognized protected class.
- 8.6 **PROCUREMENT STANDARDS:** The CONSULTANT shall adhere to the requirements set forth in Mass. CDBG regulations or the Massachusetts CDBG Program Operations Manual, as applicable, as well as procedures, and guidelines with respect to standards governing procurement, and any applicable provisions of Commonwealth laws and regulations relative thereto, including Chapter 30, section 39 M; Chapter 149, section 44A through 44J; Chapter 484 of the Acts of 1984; the Massachusetts Modular Construction Statute, and Chapter 30B. All procurement transactions without regard to dollar value shall be conducted in a manner that provides maximum free and open competition. It is national and state policy that the recipient takes affirmative steps to award a fair share of contracts taken to assure that small, minority, and women owned businesses are utilized when possible as sources of supplies, equipment, construction and services. The CONSULTANT shall maintain records sufficient to detail the process for procurement.

- 8.7 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 8.8 EMPLOYMENT OPPORTUNITIES: Where applicable, the CONSULTANT shall comply with provisions of Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u) and the HUD regulations issued pursuant thereto (24 U.S.C. 135), which shall serve as guidance for the implementation of said section.
- 8.9 FAIR HOUSING: In addition to the laws and regulations set forth herein with respect to ensuring fair housing opportunities, the CONSULTANT shall adhere to the provisions of State Executive Orders 215 and 227.
- 8.10 LABOR STANDARDS: Where applicable, the CONSULTANT shall adhere to the provisions of Section 110 of the Act and the Massachusetts General Laws Chapter 149 sections 26 to 27D inclusive (as amended by Chapter 484 of the Acts of 1984). In the case of rehabilitation of commercial property, or rehabilitation of residential property designed for residential use of eight or more families, the CONSULTANT shall adhere to the Federal Labor Standards Provisions (HUD Handbook 1344.1), the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and the Copeland Anti-Kickback Act.
- 8.11 CONFLICT OF INTEREST: The CONSULTANT shall adhere to the mandates of the Massachusetts Conflict of Interest Statute, M.G.L. c.268A, the federal Conflict of Interest Provisions at 24 CFR 570.489 and the federal Hatch Act, 5 U.S.C. ss 1501 et seq.
- 8.12 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS, AND CDBG REGULATIONS, PROCEDURES, AND GUIDELINES: All activities authorized by this Agreement shall be subject to and performed in accordance with the provisions of the MUNICIPALITY's Grant Agreement with DHCD and all its attachments (including, where relevant, Section 4.14, Flood Disaster Protect, 4.15, Historic Preservation, 4.16, Additional Environmental Requirements, 4.17, Lead Paint Hazards, and 4.18 Relocation Assistance), all applicable federal, state, and local laws and regulations, including but not limited to any applicable regulations issued by HUD published in 24 CFR Part 570, as amended from time to time. The CONSULTANT shall comply with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and all applicable State and Local laws and regulations, including but not limited to those specifically stated herein, any additional regulations, procedures or guidelines as may be established or amended by DHCD.
9. AVAILABILITY OF FUNDS: The compensation provided by this Agreement is subject to the continued availability of federal funds for the Mass. CDBG Program, and to the continued eligibility of the Commonwealth and the MUNICIPALITY to receive such funds.

10. INDEMINIFICATION: The CONSULTANT shall indemnify, defend, and hold the MUNICIPALITY harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses caused by or arising out of the CONSULTANT'S breach or performance or failure to perform this agreement or the negligence or misconduct caused by the CONSULTANT, or the agents or employees.

11. INSURANCE: The CONSULTANT shall at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Professional Liability Insurance, including contractual liability coverage for the provisions of the Indemnification Section. All insurance shall be by insurers and for policy limits acceptable to MUNICIPALITY, and before commencement of work here under the CONSULTANT agrees to provide the MUNICIPALITY with certificates of insurance or other evidence satisfactory to the MUNICIPALITY to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation of material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the CONSULTANT shall carry the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation Employers' Liability	\$1,000,000
General Liability	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 each occurrence

The MUNICIPALITY shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

12. LICENSES: The CONSULTANT shall procure and keep current any licenses, certifications, or permits required for any activity to undertake as part of the Scope of Services, Attachment A, as required by federal, state, or local laws or regulations, and shall comply with the provisions of 2 CFR Part 200.325 with respect to any bonding or other insurance requirements.

13. CONFIDENTIALITY: The CONSULTANT will protect the privacy of, and respect the confidentiality of information provided by, program participants, consistent with applicable federal and Commonwealth laws and regulations, including M.G.L., C. 66 section 10, regarding access to public to public records, M.G.L. c.93H, Security Breaches; Executive Order No. 504, Regarding the Security and Confidentiality of Personal Information, and any applicable regulations, including without limitation, 801 CMR 3.00: Privacy and Confidentiality and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth.

14. **COPYRIGHT:** No material prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or in any other country except with the prior written approval of Mass. CDBG.
15. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the MUNICIPALITY or the CONSULTANT wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the CONSULTANT will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
16. **CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED:** If the amount of the contract or subgrant exceeds \$150,000, the CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
17. **ENERGY POLICY AND CONSERVATION ACT (42 U.S.C. 6201):** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan must be issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
18. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract (see 2 CFR 180.220) must not be made with parties listed on the government-wide Excluded Parties List System in the System for Award Management (hereinafter "SAM"), in accordance with the United States Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The MUNICIPALITY is not currently debarred or suspended by the federal or state government under any law or regulation. The CONSULTANT certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation.
19. **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors, including both the MUNICIPALITY and the CONSULTANT, that request or receive an award of \$100,000 or more must file the required certification set out in Appendix A to 45 CFR Part 93. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The CONSULTANT shall herewith provide the MUNICIPALITY the certification set out in Appendix A to 45 CFR Part 93.

20. CLOSEOUT: The CONSULTANT shall follow such policies and procedures with respect to close-out of any associated grant as may be required by Mass. CDBG.
16. The following Certificate of Tax Compliance, Certificate of Non-Collusion, Certification of Drug-Free Workplace, and EO 481 must be completed and submitted as part of this contract.
17. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
18. Incorporated in this contract is the Grant Application for this project that details the administrative responsibilities of the consultant and the Town.
19. GOVERNING LAW: This Agreement is to be governed by the laws of the Commonwealth of Massachusetts.
20. DISPUTE RESOLUTION: All disputes arising under this Agreement shall be resolved through Arbitration subject to the following:
 - a. In the event the CONSULTANT intends to bring a claim under this Agreement, the CONSULTANT shall notify the MUNICIPALITY in writing of its intent to Arbitrate. The MUNICIPALITY may, within 30 days from receipt of such notice, give notice to the Consultant that it rejects arbitration. In the event the MUNICIPALITY rejects arbitration, and the CONSULTANT intends to pursue its claim, the CONSULTANT shall bring suit in the Trial Court for Bristol County, Massachusetts.
 - b. In the event the MUNICIPALITY intends to bring a claim under this Agreement, the MUNICIPALITY may elect to either arbitrate the claim or bring its claim directly in the Trial Court for Bristol County, Massachusetts.
 - c. Unless otherwise agreed in writing by the parties, all arbitration hearings shall be held in Fairhaven and shall be governed by the rules of the "American Arbitration Association".
21. DEBARMENT: The contractor hereby certifies that they are not on the list of debarred contractors maintained by HUD, nor are they debarred from doing business in Massachusetts.
22. REGISTRATION OF FOREIGN CORPORATION: The Contractor hereby certifies that it meets the registration requirements for foreign corporations, under M.G.L. c. 30, §39L, specifically Northern Ireland or other prohibited nations as detailed by M.G.L., as amended.
23. DRUG FREE WORKPLACE: The contractor by their signature certifies that it has a drug free workplace and policy.

24. CERTIFICATION OF NON-SEGREGATED FACILITIES: The contractor by their signature asserts that they have a non-segregated workplace.

25. ATTACHMENTS: The following are attached and are an integral part of this contract:

- The firm's proposal to the Town and the Town. CDBG Application
- Attachment A - Scope of Services
- Attachment B - Proposed Fee Schedule
- Attachment C - Certifications
- Attachment D - HUD Financial Disclosure Form
- Attachment E – EO 481
- Attachment F – Company's Drug Free Policy
- Attachment G - Insurance Documents provided by the CONSULTANT pursuant to paragraph 11.

IN WITNESS THEREOF, the MUNICIPALITY and the CONSULTANT have executed this Agreement under seal in triplicate as of the date above written.

For the TOWN:

By: _____
Charles K. Murphy, Sr.
Chairman, Board of Selectman

Date: _____

By: _____
Robert J. Espindola, Selectman

Date: _____ ,

By: _____
Daniel Freitas, Selectman

Date: _____ ,

The CONSULTANT:

By: _____

Date: _____

Title: _____

Address: _____

Attest to the Availability of Funds:

By: _____
Title: Anne Carreiro, Town Accountant

Date: _____

Attest to the Procurement Method:

By: _____
Title: Mark Rees, Town Procurement Officer

Date: _____

Attest to the Contract as to Form:

By: _____
Title: Thomas P. Crotty, Town Attorney

Date: _____

ATTACHMENT A
SPECIFICATIONS FOR SERVICES

The consultant is responsible for the oversight of grant activities for the Town of Fairhaven's CDF CDBG- funded program, Hedge Street reconstruction from Cherry Street to Main Street and design of Phase III of Hedge Street Improvements between Main and Adams Streets. This role includes:

GRANT ADMINISTRATION CONSULTANT

Responsibilities include:

- Oversee CDBG grant activities as outlined in detail in the Town's grant application and supervise grant staff and consultants including administrative assistant, other consultants and coordinate with town staff
- Prepare environmental review and manage permitting process to the extent that the Town has not already completed these tasks
- Initiate and obtain approval for program and budget amendments
- Monitor implementation plan and act as contract officer to the town
- Prepare budget and program amendments for Town and DHCD
- Submit professional services contract to Town, DHCD for approval
- Keep current on all applicable state and federal programs and regulations
- Review, submit and monitor draw down requests; start up and close out of programs
- Prepare contracts with consultants including the project engineers and the construction contractor
- Reviews construction contract documents for compliance and monitors bidding phase and project schedules
- Oversees work done by the consulting Engineer in regard to budgetary matter
- Review, approve, and submit quarterly reports to the Town
- Oversee all program activities
- Monitor implementation schedule compliance with regulations
- Approve payment requests from construction contractors, the Clerk of the Works, and others
- Monitor all grant activities for compliance with state and federal regulations
- Assists with audits and monitoring visits for the CDBG projects
- Monitor compliance of Davis Bacon wage rates, review payrolls, and employee interviews. Submit regular reports to the Town.
- Attend preconstruction conference and provide information regarding state and federal construction compliance
- Conduct punch list inspections with Town staff, contractor, and construction coordinator
- Perform final inspection and project close-out; attend construction project meetings
- Ensure implementation in accordance with approved policies

ATTACHMENT B

SCHEDULE OF PAYMENTS

Compensation for work on the project shall be billed on a monthly basis for work completed during the prior period. Bills shall be in a format approved by the Town and according to the following tasks:

General Administration		Amount	%
Tasks			
1	Grant Start Up	<ul style="list-style-type: none"> • DHCD Contract signing \$ 500 • Special Conditions Response \$ 500 • Environmental Clearance \$ 1,000 • GMS, physical file set-up \$ 1,000 • Training, bill and claim processing procedures for local staff \$ 1,500 • QPR Reporting \$ 500 • TOTAL Fee \$ 5,000 	11%
2	Bidding	<ul style="list-style-type: none"> • Grant Administrator Procurement Guidance \$ 1,000 • Procurement of Engineer (draft RFQ, coordinate advertising, bid opening, review, award and contracting) \$ 3,000 • Procurement of Construction contract (coordinate bid document development, Davis-Bacon & Prevailing Wage requirements, advertising, bid opening, review and award, contracting) \$ 5,000 • Debarments \$ 500 • GMS Updates, QPR Reporting, claims \$ 500 • TOTAL Fee \$ 10,000 	23%
3	Construction	<ul style="list-style-type: none"> • Pre-Construction meeting scheduling and attendance \$ 1,000 • On site meetings, as required \$ 1,000 • Davis-Bacon/Prevailing Wage Monitoring \$ 8,500 • Overall budget monitoring in coordination with Engineer \$ 2,000 • Pay Requisition, Engineer Invoice review and payment \$ 3,000 • Change Order review and approval \$ 2,000 • Construction project closeout (certificates, punch list, lien release, retainage release, clerk reports, as-builts) \$ 2,000 • GMS Updates, QPR Reporting & claims and any required amendments/extensions \$ 1,000 • TOTAL Fee \$ 20,500 	46%
4	Design Phase III	<ul style="list-style-type: none"> • Kick-off meeting \$ 500 • Coordinate public input processes for residents and town officials \$ 500 • Provide feedback on preliminary and final designs \$ 1,000 • Review final specifications and cost estimates \$ 1,000 • Engineer Invoice Review \$ 1,000 • GMS Updates, QPR Reporting & claims and any required amendments/extensions \$ 1,000 • TOTAL Fee \$ 6,000 	13%
5	Grant close out	<ul style="list-style-type: none"> • Periodic reconciliation of GMS and Town Records \$ 1,500 • Second Public Hearing Coordination \$ 500 • Final QPR and pictures \$ 500 • Closeout Certificate \$ 500 • TOTAL Fee \$ 3,000 	7%
Subtotal		\$ 44,500	
Expenses		\$ 500	
TOTAL FEE		\$ 45,000	

ATTACHMENT C
CERTIFICATIONS

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean natural person, business, Town, corporation, union, committee, club, or other organization, entity, or group of individuals

Signature

Typed name, title

Name of Business

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Chapter 62C of the Massachusetts General Laws, Section 49A(b), I,

_____, authorized signatory for _____
Name of individual *Name of consultant*

certify under the penalties of perjury that to the best of his/her knowledge and belief I am in compliance with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Consultant

By: _____
Signature of authorized representative

Title

Date

ATTACHMENT D

FINANCIAL INTEREST IN PROJECT ASSISTED BY MASSACHUSETTS SMALL CITIES PROGRAM

APPLICANT: TOWN of FAIRHAVEN

DATE: November 13, 2019

Any applicant (city or town government, or sub recipient) to this program which will receive or expects to receive in excess of \$200,000 from funds made available by the federal Department of Housing and Urban Development (HUD), to assist a project or which is expecting to receive less than \$200,000 from HUD but is seeking or receiving other government (federal, state or local) funds to assist a project, must submit this form, and submit updates as financial interests change.

Information on this form is designed to show the level of financial interest in a project (including, but not limited to, equity, shares in profit on resale or any distribution of surplus cash or assets, or compensation for goods or services) of parties in the following categories:

- 1) All developers, contractors, or consultants involved in the application for financial assistance, or in the planning, development, or implementation of the project or activity; and
- 2) All other parties with a financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower)

A. Alphabetical list of all persons with a reportable financial interest in the project or activity	B. Social Security Number or Employee ID Number	C. Type of Participation in Project/Activity	D. Financial Interest in Project/Activity
Breezeway Farm Consulting, Inc.	20-0345732	Grant Administration	\$45,000.00

- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
B. Provide for each.
C. This means the persons' specific role in the project (e.g. contractor, consultant, investor, etc.).
D. Provide for each.

Certification


Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of the Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosure of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature _____ Date: _____
Charles K. Murphy, Sr., CHAIR, BOARD OF SELECTMEN

THE COMMUNITY'S CHIEF ELECTED OFFICIAL MUST SIGN THIS FORM.

ATTACHMENT E

<p>COMMONWEALTH OF MASSACHUSETTS EXECUTIVE ORDER 481 - CONTRACTOR CERTIFICATION PROHIBITING THE USE OF UNDOCUMENTED WORKERS ON STATE CONTRACTS</p> <p>CONTRACTOR LEGAL NAME: CONTRACTOR VENDOR/CUSTOMER CODE:</p>	<p>Issued March 2007</p> 
--	--

INSTRUCTIONS:

Executive Order 481 applies to all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established. As it is the policy of the Executive Branch to prohibit the use of undocumented workers in connection with the performance of state contracts, all contracts entered into after February 23, 2007 require that contractors, as a condition of receiving Commonwealth funds under any Executive Branch contract, make the following certification:

CONTRACTOR CERTIFICATION:

As evidenced by the signature of the Contractor's Authorized Signatory below, the Contractor certifies under the pains and penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of all Executive Branch contracts; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Contractor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the period of each contract may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Contractor Authorizing Signature</div>	Date: <hr style="border: none; border-top: 1px solid black;"/>
<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Print Name</div>	
Title: <hr style="border: none; border-top: 1px solid black;"/>	Telephone: <hr style="border: none; border-top: 1px solid black;"/>
Fax: <hr style="border: none; border-top: 1px solid black;"/>	Email: <hr style="border: none; border-top: 1px solid black;"/>

The Contractor is required to sign this Certification only once and may provide a copy of the signed Certification for any contract executed with an Executive Branch Department. A copy of this signed Certification must be attached to the "record copy" of all contracts with this Contractor that are filed with the contracting Department.

ATTACHMENT F
Certification of Drug-Free Workplace

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

Establishing an ongoing drug-free awareness program to inform employees about-

The dangers of drug abuse in the workplace;

The contractor's policy of maintaining a drug-free workplace;

Any available drug counseling, rehabilitation and employee assistance programs and;

The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will-

Abide by the terms of the statement and;

Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

Notifying the Town in writing, within ten calendar days after receiving notice under sub-paragraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Town has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is convicted-

Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended or;

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency;

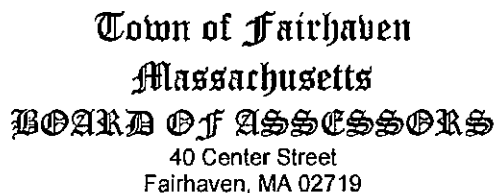
Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

Signature: _____

Date _____

ATTACHMENT G
CONSULTANT'S INSURANCE BINDERS



Delfino R. Garcia, Principal Assessor
Notary Public
Phone: (508) 979-4023
Facsimile: (508) 979-4079
Email: dgarcia@fairhaven-ma.gov

The average single family home value for FY2020 is \$316,541 @ \$11.06 = \$3,500.94



Ronnie Manzone, Chair
Pamela K. Davis, MAA, Member
Ellis B. Withington, Member

Town of Fairhaven
Massachusetts
BOARD OF ASSESSORS
40 Center Street
Fairhaven, MA 02719

Attachment D

Delfino R. Garcia, Principal Assessor
Notary Public
Phone: (508) 979-4023
Facsimile: (508) 979-4079
Email: dgarcia@fairhaven-ma.gov

Town of Fairhaven
FY 2020 Residential Factor/Tax Classification Hearing
Questions requiring a vote by the selectmen of Fairhaven and
Recommendations of the Board of Assessors

- Do you choose to have a residential exemption?
 - (A residential exemption reduces the taxable valuation of each residential property that is a taxpayer's principal residence. Fairhaven has not adopted this previously. This option is typically adopted in high rental areas and high concentrations of summer home. Chosen by 14 out of 351 communities)
 - The Board of Assessors recommends AGAINST adopting this exemption. It raises the residential tax rate and raises taxes on all residential property except those houses owned and occupied that are assessed for less than the average home.
- Do you choose to have a small commercial business exemption?
 - (A small commercial business exemption is an option that can reduce small business valuation by up to 10%. Fairhaven has not adopted this previously. This option has been adopted by 6 out of 351 communities)
 - The Board of Assessors recommends AGAINST adopting this exemption. It is difficult to determine who qualifies and the benefit is marginal while increasing taxes on those who do not qualify.
- Do you choose to have a single tax rate or a split tax rate? If a split rate is desired, what residential factor is desired?
 - The Board of Assessors recommends a residential factor of .8778. This is the same shift as has been used in the past 15 years. Supporting documentation has been submitted by Wendy Graves, Director of Finance/Treasurer.
 - The Board of Assessors recommends the split tax rate.

Board of Assessors

Ronnie Manzone, Chair
Pamela Davis
Ellis Withington

December 2, 2019

Our recommendation

Selectmen are to vote a minimum residential factor

Of

.8778

MAX. – 1.75% we can impose

TOWN OF FAIRHAVEN			
RESIDENTIAL	COMMERCIAL	TAX RATES	
YEAR	SINGLE RATE	RESIDENTIAL	COMMERCIAL
1985	24.00		
1986	17.46		
1987	16.97		
1988	18.05		
1989	19.31		
1990		8.64	11.13
1991		9.63	12.26
1992		10.73	12.91
1993		12.01	14.44
1994		12.40	14.90
1995		12.90	15.62
1996		13.35	16.09
1997		13.28	16.01
1998		13.74	16.52
1999		14.52	17.39
2000		15.14	18.13
2001		15.14	18.17
2002		13.96	17.13
2003		11.82	17.65
2004		10.93	17.62
2005		8.35	16.66
2006		8.12	16.09
2007		7.92	15.61
2008		7.86	15.67
2009		8.30	16.51
2010		8.89	17.87
2011		9.56	19.3
2012		10.27	20.63
2013		10.77	21.58
2014		11.50	23.21
2015		12.15	24.50
2016		12.18	24.45
2017		12.04	24.27
2018		11.75	23.76
2019		11.67	23.47
2020		11.06	22.04

TOWN OF FAIRHAVEN

TAX RATE SETTING INFORMATION 2003-2020

TAX RATE	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007
R&O	11.06	\$11.67	\$11.75	\$12.04	\$12.18	\$12.15	\$11.50	\$10.77	\$10.27	\$9.56	\$8.89	\$8.30	\$7.86	\$7.92
CIP	22.04	\$23.47	\$23.76	\$24.27	\$24.45	\$24.50	\$22.21	\$21.56	\$20.63	\$19.30	\$17.87	\$16.51	\$15.67	\$15.61
% INC/DEC - R&O	-5.87%	-3.07%	-3.53%	-1.15%	0.25%	5.65%	6.78%	4.87%	7.43%	7.54%	7.11%	5.60%	-0.76%	-2.46%
% INC/DEC - CIP	-7.24%	-3.30%	-2.82%	-0.74%	-0.20%	5.56%	7.55%	4.80%	6.89%	6.00%	8.24%	5.36%	0.38%	-2.98%
LEVY %														
R&O	75.48	74.17	73.37	73.81	74.44	73.79	73.88	74.77	74.20	73.65	74.63	74.87	75.51	77.24
CIP	24.52	25.83	26.64	26.19	25.56	26.21	26.32	25.22	25.71	26.35	25.36	25.13	24.49	22.76
MAX LEVY LIMIT	\$29,443,431	\$28,693,914	\$27,832,214	\$27,362,214	\$26,490,226	\$25,838,382	\$24,602,314	\$23,686,077	\$23,012,832	\$22,392,690	\$21,631,158	\$20,901,422	\$20,103,927	\$19,243,827
INC/DEC PRIOR YR	748,517	861,700	470,000	871,888	651,844	1,236,068	916,237	873,245	620,242	761,432	728,236	797,895	860,100	915,371
TOTAL VAL - R&O	2,003,263,056	1,821,454,765	1,735,546,770	1,676,161,570	1,616,429,584	1,567,999,037	1,571,013,997	1,643,990,895	1,684,771,423	1,724,276,967	1,816,496,043	1,884,061,682	1,829,314,756	1,857,031,061
TOTAL VAL - CIP	326,523,765	315,386,331	311,570,490	295,046,275	276,467,737	278,248,521	278,056,617	276,955,994	286,243,396	305,686,850	312,969,208	317,874,556	313,934,071	277,663,717
TOTAL VALUATION	2,329,786,821	2,136,841,096	2,047,117,260	1,971,207,845	1,892,897,321	1,844,247,558	1,849,070,614	1,920,946,889	1,951,014,819	2,029,963,817	2,129,466,261	2,201,936,518	2,243,248,827	2,134,694,778
% VAL - R&O	85.98%	85.24%	84.78%	85.03%	85.39%	85.02%	84.96%	85.59%	85.32%	84.94%	85.30%	85.56%	86.01%	86.99%
% VAL - CIP	14.02%	14.76%	15.22%	14.97%	14.61%	14.98%	15.04%	14.41%	14.68%	15.06%	14.70%	14.44%	13.99%	13.01%
CIP SHIFT	1.75%	1.76%	1.75%	1.75%	1.76%	1.75%	1.75%	1.75%	1.75%	1.76%	1.76%	1.75%	1.75%	1.75%
NEW GROWTH	\$229,326	\$223,121	\$381,619	\$274,034	\$176,154	\$122,197	\$165,458	\$118,020	\$99,206	\$144,094	\$116,629	\$175,769	\$206,980	\$273,967
UNUSED LEVY CAPACITY	\$90,758	\$35,419	\$36,626	\$20,455	\$41,744	\$19,105	\$81,959	\$3,585	\$10,428	\$8,750	\$9,901	\$16,099	\$20,165	\$250,062

NOTE:

R&O is Residential and Open Space property
CIP is Commercial, Industrial and Personal Property



Commonwealth of Massachusetts
TOWN OF FAIRHAVEN
POLICE DEPARTMENT

1 Bryant Lane
Fairhaven, MA 02719
Phone: 508-997-7421
Fax: 508-997-3147
www.fairhavenpolice.org

Attachment E

Michael J. Myers
Chief Of Police

November 26, 2019

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

Mr. Rees,

I am requesting permission to make one promotion from the rank of Patrol Officer to the rank of Sergeant. As you are aware we recently held an assessment center promotion process to establish a list for promotion. I would like to request that list in order to make this promotion.

The reason for requesting this promotion is two fold. First, I have an immediate need to fill a current Sergeant vacancy that is the result of Sergeant [REDACTED] being out of work for an indefinite period of time on a 111F injury. Sergeant [REDACTED] is scheduled for surgery on December 2, 2019 and could have a recovery time and rehabilitation of up to six months. The cost of overtime to replace Sergeant [REDACTED] would be beyond excessive if we did not make a personnel move to cover this vacancy.

Secondly, Upon Sergeant [REDACTED] return (provided he is in fact capable of returning) We would still have half a vacancy in the rank of Sergeant. Currently there are two to three days per week on the day shift that there is no Sergeant scheduled. By creating this promotion it allows for the coverage of all patrol shifts to be covered by the rank of Sergeant.


As we stand now, with those weekly vacancies, it requires us to remove a Lieutenant or the Detective Sergeant from their duties, that they are assigned, and assign them as the Patrol Supervisor for that shift. This creates many problems when we take them away from their regular duties. They are no longer capable of doing their work and have to put it aside or they get pulled from the patrol duty when they shouldn't, to attend one of their duties.

Further, as a result of those vacancies we do not have a Lieutenant or Detective Sergeant available during the weekend vacancies. When these vacancies occur we are required to hire at

overtime for each and everyone of them. This results in a minimum of 34 shifts per year at a cost of \$18,000 per year in overtime. On top of that, there are many instances during the week, throughout the year, when we can not cover the shifts due to the Lieutenant's or Detective Sergeants schedules or work loads and we spend additional thousands of dollars to cover those shifts. In contrast if we made this additional promotion the difference between the Officer's pay and a Sergeant's pay is approximately \$13,000. Therefore we would be able to reduce the overall cost of covering these shifts.

I appreciate your consideration in this matter and I am available for any discussion.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'M. J. Myers', with a long, sweeping horizontal line extending to the right.

Michael J. Myers
Chief of Police

FY21-25
G.F. Revenue Projections

Attachment F

REVENUES	Actual FY14	Actual FY15	Actual FY16	Actual FY17	Actual FY18	Budget FY20	Projected FY21	Assumption	Projected FY21	Enacted FY21	Projected FY22	Projected FY23	Projected FY24	Projected FY25
PROPERTY TAXES														
Police Year Levy						\$ 26,076,342	\$ 27,566,372		\$ 28,481,850	\$ 28,481,850	\$ 29,371,978	\$ 30,186,527	\$ 31,229,348	\$ 32,201,309
Add 1/10%						\$ 666,909	\$ 689,159		\$ 712,171	\$ 712,171	\$ 734,799	\$ 757,181	\$ 780,734	\$ 805,033
Add New Growth						\$ 123,441	\$ 127,622		\$ 130,265	\$ 130,265	\$ 135,258	\$ 140,558	\$ 146,158	\$ 152,054
TOTAL LEVY (not including Debt Exit Levy)	\$ 23,953,593	\$ 24,760,441	\$ 25,653,486	\$ 26,676,342	\$ 27,566,372	\$ 28,482,511	\$ 29,494,259	3.0%	\$ 29,433,181	\$ 29,371,978	\$ 30,186,527	\$ 31,229,348	\$ 32,201,309	\$ 33,201,309
STATE AID														
Chapter 70 & Chapter 70.01 Reimbursement	\$ 7,871,207	\$ 7,130,010	\$ 7,531,760	\$ 7,580,950	\$ 7,738,004	\$ 8,104,642	\$ 8,104,642	7.0%	\$ 8,499,561	\$ 8,499,561	\$ 8,652,000	\$ 8,811,560	\$ 9,178,207	\$ 9,454,374
General Government Aid	\$ 2,008,830	\$ 2,078,765	\$ 2,168,151	\$ 2,252,710	\$ 2,331,555	\$ 2,394,507	\$ 2,394,507	2.0%	\$ 2,442,397	\$ 2,442,397	\$ 2,448,000	\$ 2,496,960	\$ 2,548,499	\$ 2,597,837
Veterans Benefits	\$ 610,410	\$ 612,512	\$ 617,480	\$ 620,827	\$ 623,137	\$ 621,816	\$ 621,816	0.0%	\$ 621,816	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000
Compensation, MS and Elderly	\$ 89,436	\$ 85,252	\$ 78,499	\$ 83,884	\$ 88,943	\$ 86,784	\$ 86,784	0.0%	\$ 86,784	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
State Owned Land	\$ 154,727	\$ 154,727	\$ 154,187	\$ 154,187	\$ 154,041	\$ 156,179	\$ 156,179	0.0%	\$ 156,179	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
TOTAL STATE AID (not including SBA)	\$ 10,348,799	\$ 10,101,419	\$ 10,480,799	\$ 10,682,388	\$ 10,682,388	\$ 10,682,388	\$ 10,682,388	3.0%	\$ 11,638,787	\$ 11,638,787	\$ 11,852,000	\$ 12,158,520	\$ 12,475,696	\$ 12,801,311
LOCAL RECEIPTS														
Motor Vehicle Excise	\$ 1,612,146	\$ 1,636,489	\$ 1,655,157	\$ 1,670,013	\$ 1,682,559	\$ 1,692,277	\$ 1,692,277	3.0%	\$ 1,724,148	\$ 1,692,277	\$ 1,700,000	\$ 1,712,480	\$ 1,725,454	\$ 1,738,018
Other Excise	\$ 407,448	\$ 408,589	\$ 406,984	\$ 407,812	\$ 414,138	\$ 414,138	\$ 414,138	0.0%	\$ 414,138	\$ 414,138	\$ 414,138	\$ 414,138	\$ 414,138	\$ 414,138
Fees and Interest on Taxes	\$ 289,711	\$ 215,968	\$ 281,265	\$ 444,645	\$ 411,316	\$ 411,316	\$ 411,316	0.0%	\$ 411,316	\$ 411,316	\$ 411,316	\$ 411,316	\$ 411,316	\$ 411,316
Payments in Lieu of Taxes	\$ 179,866	\$ 23,229	\$ 338,334	\$ 375,191	\$ 347,772	\$ 347,772	\$ 347,772	0.0%	\$ 347,772	\$ 347,772	\$ 347,772	\$ 347,772	\$ 347,772	\$ 347,772
Charges for Services-Solid Waste Fees	\$ 98,432	\$ 87,189	\$ 103,349	\$ 98,544	\$ 107,646	\$ 80,000	\$ 91,499	10.0%	\$ 100,649	\$ 100,000	\$ 110,000	\$ 121,000	\$ 133,100	\$ 146,110
Other Charges for Services	\$ 78,675	\$ 18,683	\$ 81,925	\$ 51,446	\$ 59,373	\$ 50,000	\$ 72,842	0.0%	\$ 72,842	\$ 75,000	\$ 78,750	\$ 82,688	\$ 86,822	\$ 91,163
Fees	\$ 212,578	\$ 242,859	\$ 240,141	\$ 225,081	\$ 235,180	\$ 270,000	\$ 245,972	0.0%	\$ 237,041	\$ 240,000	\$ 250,000	\$ 260,000	\$ 270,000	\$ 280,000
Medical Marijuana Host Fees	\$ -	\$ -	\$ -	\$ -	\$ 96,485	\$ 100,000	\$ 100,000	0.0%	\$ 104,000	\$ 104,000	\$ 108,100	\$ 112,486	\$ 117,066	\$ 121,665
Rentals	\$ 136,734	\$ 136,483	\$ 135,842	\$ 137,274	\$ 137,274	\$ 137,274	\$ 137,274	0.0%	\$ 137,274	\$ 137,274	\$ 137,274	\$ 137,274	\$ 137,274	\$ 137,274
Dept Revenue-Schools	\$ 2,158,575	\$ 2,531,174	\$ 2,460,633	\$ 2,790,959	\$ 2,874,947	\$ 2,790,959	\$ 2,874,947	0.0%	\$ 2,855,680	\$ 2,790,959	\$ 2,740,500	\$ 2,781,008	\$ 2,824,832	\$ 2,869,681
Dept Revenue-Recreation	\$ 18,951	\$ 19,568	\$ 19,204	\$ 21,458	\$ 18,134	\$ 18,134	\$ 18,134	0.0%	\$ 18,134	\$ 18,134	\$ 18,134	\$ 18,134	\$ 18,134	\$ 18,134
Other Dept. Revenue	\$ 846,270	\$ 848,004	\$ 748,617	\$ 957,518	\$ 1,046,744	\$ 830,000	\$ 1,046,744	0.0%	\$ 1,046,744	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000
Licenses and Permits	\$ 427,302	\$ 507,859	\$ 526,476	\$ 517,217	\$ 495,084	\$ 540,000	\$ 433,440	7.0%	\$ 465,761	\$ 460,000	\$ 482,200	\$ 516,654	\$ 553,520	\$ 602,950
Fines and Penalties	\$ 7,305	\$ 6,035	\$ 5,305	\$ 7,471	\$ 7,471	\$ 5,000	\$ 6,596	15.0%	\$ 6,697	\$ 5,000	\$ 4,250	\$ 3,613	\$ 3,071	\$ 2,610
Investment Income	\$ 24,967	\$ 19,835	\$ 40,709	\$ 67,782	\$ 127,755	\$ 80,000	\$ 150,998	17.5%	\$ 175,247	\$ 250,000	\$ 257,500	\$ 286,225	\$ 306,161	\$ 327,699
Medical Reimbursement	\$ 44,221	\$ 70,465	\$ 51,737	\$ 87,562	\$ 125,505	\$ 90,000	\$ 122,830	0.0%	\$ 136,472	\$ 90,000	\$ 94,500	\$ 99,225	\$ 104,186	\$ 109,195
Misc. Receiving	\$ 46,040	\$ 15,432	\$ 17,916	\$ 18,991	\$ 21,415	\$ -	\$ 21,415	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc. Non-Receiving	\$ 944,055	\$ 311,381	\$ 19,477	\$ 378,455	\$ 51,457	\$ -	\$ 51,457	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL LOCAL RECEIPTS	\$ 7,832,179	\$ 7,667,990	\$ 7,660,990	\$ 8,625,249	\$ 8,554,581	\$ 8,155,000	\$ 8,768,434	3.0%	\$ 9,041,758	\$ 8,645,000	\$ 8,624,550	\$ 8,834,115	\$ 9,063,740	\$ 9,358,344
REVENUE APPROPRIATED FOR SPECIFIC PURPOSES														
Waterway Funds	\$ 45,000	\$ 62,495	\$ 54,125	\$ 64,300	\$ 83,500	\$ 64,500	\$ 64,500	7.5%	\$ 66,113	\$ 79,500	\$ 81,488	\$ 83,525	\$ 85,613	\$ 87,753
Ambulance Funds	\$ 858,555	\$ 844,000	\$ 1,050,000	\$ 1,050,000	\$ 1,100,000	\$ 1,000,000	\$ 1,000,000	10.0%	\$ 1,050,000	\$ 1,050,000	\$ 1,102,500	\$ 1,157,625	\$ 1,215,306	\$ 1,276,282
Tire & Recycle	\$ 22,490	\$ 21,571	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	0.0%	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Wasteland Protection Fund	\$ 6,000	\$ 6,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	0.0%	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Council on Aging-Social Day Program	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	0.0%	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Animal Control Gilt Auction	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	0.0%	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Storm Water Mitigation Fees	\$ 8,647	\$ 8,647	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	0.0%	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
TOTAL REVENUE APPROPRIATED FOR SPECIFIC PURPOSES	\$ 908,692	\$ 908,714	\$ 1,100,125	\$ 1,100,300	\$ 1,190,500	\$ 1,190,500	\$ 1,190,500	7.5%	\$ 1,194,113	\$ 1,237,500	\$ 1,284,988	\$ 1,339,650	\$ 1,397,329	\$ 1,466,410
ENTERPRISE FUND INDIRECT COSTS CHARGES														
Water Enterprise Fund	\$ 375,000	\$ 385,578	\$ 394,443	\$ 411,889	\$ 447,211	\$ 402,931	\$ 402,931	7.0%	\$ 474,759	\$ 474,759	\$ 486,202	\$ 503,022	\$ 518,782	\$ 534,341
Sewer Enterprise Fund	\$ 516,917	\$ 547,138	\$ 546,734	\$ 546,590	\$ 585,590	\$ 581,725	\$ 581,725	3.0%	\$ 600,677	\$ 600,677	\$ 616,303	\$ 633,023	\$ 650,743	\$ 668,463
School Cable TV Enterprise Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,100	\$ 28,100	0.0%	\$ 28,100	\$ 28,100	\$ 28,100	\$ 28,100	\$ 28,100	\$ 28,100
Town Cable TV Enterprise Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,800	\$ 23,800	0.0%	\$ 23,800	\$ 23,800	\$ 23,800	\$ 23,800	\$ 23,800	\$ 23,800
TOTAL ENTERPRISE FUND INDIRECT COSTS CHARGES	\$ 891,917	\$ 932,716	\$ 941,177	\$ 958,479	\$ 1,032,801	\$ 1,004,656	\$ 1,004,656	3.0%	\$ 1,127,336	\$ 1,127,336	\$ 1,146,305	\$ 1,173,925	\$ 1,203,425	\$ 1,234,504
Overall Surplus	\$ 60,000	\$ 75,000	\$ 75,000	\$ 84,000	\$ 84,000	\$ 149,000	\$ 149,000	7.0%	\$ 153,470	\$ 153,470	\$ 163,816	\$ 167,701	\$ 172,728	\$ 177,914
Surplus Revenue (Free Cash)						\$ 91,000	\$ 91,000							
TOTAL OPERATING REVENUES	\$ 43,495,147	\$ 44,908,640	\$ 45,990,446	\$ 48,267,953	\$ 49,451,304	\$ 50,440,245	\$ 51,328,605	0.0%	\$ 52,455,692	\$ 51,916,632	\$ 52,401,824	\$ 53,474,109	\$ 54,607,355	\$ 55,799,843
									1.37%	1.41%	1.45%	1.49%	1.53%	1.57%
									1.6%	1.6%	1.6%	1.6%	1.6%	1.6%
									2.0%	2.0%	2.0%	2.0%	2.0%	2.0%



CONSERVATION AND SUSTAINABILITY DEPARTMENT

Town Hall • 40 Center Street • Fairhaven, MA 02719

Memorandum

Date: November 26, 2019

To: Board of Selectmen
Mark Rees, Town Administrator

From: Whitney McClees
Conservation Agent and Sustainability Coordinator

RE: MassDEP Electric Vehicle Incentive Program (MasseVIP) Fleets Grant

On November 15, MassDEP awarded the Town of Fairhaven a grant of \$12,500 to acquire two electric vehicles (EVs) and Level 2 dual port EV charging equipment. The grant stipulates that no more than \$2,500 shall be used toward acquiring the charging equipment and no more than \$5,000 each shall be used for the lease of two electric vehicles.

Because this grant is through the Fleets program, the charging station and vehicles are to be used for municipal use only.

If the grant is accepted by the Town by the deadline of December 9, the Town has 180 days from MassDEP's execution of the contract to acquire the EVs and make the charging station operational. The grant requires the Town maintain and collect data on the vehicles for at least three consecutive years.

Eversource has an EV Make Ready Program that covers the engineering and installation of the charging station. They are in the process of evaluating the Board of Public Works for locating the charging equipment.

The quotes that we received to submit the grant application were as follows:

\$2,628.43 for the charging equipment
\$11,550 for the 3-year lease of a Nissan Leaf
\$18,184 for the 3-year lease of a Chevrolet Bolt

Based on these quotes, which may change in soliciting new quotes from various vendors, the Town's cost would be \$128.43 for the charging equipment, \$6,550 for the lease of the Nissan Leaf, and \$13,184 for the lease of the Chevrolet Bolt.

This grant will support our Green Community Designation in replacing aging municipal vehicles with more fuel-efficient options.



Whitney McClees <wmcclees@fairhaven-ma.gov>

EV Charging Stations and EV Leases

Whitney McClees <wmcclees@fairhaven-ma.gov>
To: Bob Espindola <selectmanbobespindola@gmail.com>
Cc: Mark Rees <mrees@fairhaven-ma.gov>

Mon, Dec 2, 2019 at 10:17 AM

Good morning, Bob,

In answer to your questions:

1) Is there a reason we need to lease two different vehicles? If the Chevrolet Bolt costs nearly 60% more to lease, why can't we lease two Nissan Leafs?

There is no requirement for two different vehicles, but the Chevrolet Bolt and the Nissan Leaf are two of the most popular vehicles and have some differences that make both advantageous. The Nissan Leaf is a larger vehicle but only gets 150 electric miles, which the Chevrolet Bolt is smaller and gets 260 electric miles. Additionally, the original quotes solicited were to fulfil the grant submission requirements. I was provided with a more recent quote for a 2020 Chevrolet Bolt that totals around \$12,350 for the 3-year lease with 12,000 annual lease miles. This more recent quote makes it much more comparable to the Nissan Leaf and reduces the cost to the Town. The quotes that were solicited for the grant application are not set in stone. If we proceed with the grant, we will be seeking at least three additional quotes to find the most advantageous price possible.

2) Who will be using these vehicles and what is the basis for two of them (and not one or three or more)?

These would be municipal vehicles that would replace aging municipal vehicles, such as the building inspector's vehicle. They would also be available for use for Board of Health inspections, site visits for Conservation permits, or other in-town municipal field work. The reason for two vehicles is that the state awards \$2,500 for every two vehicles acquired. So we could acquire two and received \$2,500 from the state or acquire four and potentially receive \$5,000 from the state. We applied for the grant for two vehicles and the dual port EV charging equipment to charge two vehicles. They state doesn't issue the grant on a car by car basis, I believe because the charging equipment is set up to charge two vehicles at a time rather than one.

3) Given the monthly payment (\$505 for the Bolt seems very high to me) should the Town consider making this a capital purchase instead to allow for the benefits of ownership vs. a never ending lease payment? Are the vehicles that these EV's would be replacing paid for in good condition current or are we in a position of needing to replace them shortly?

Because of the way the grant is written, it wouldn't be a monthly payment. It would be done as a lump sum payment for the 3-year lease. At the end of the 36 months, the vehicles are available for purchase. The benefit of leasing allows the Federal tax credit to be captured while purchasing would not. Additionally, the more recent quote for the Bolt would be around \$12,350.

4) Can we provide an approximate annual cost savings for these EV's over the vehicles they are replacing to help the justification?

The easiest way to quantify the difference is through fuel. Electric vehicles do not have maintenance issues like gas-powered vehicles, but it's harder to quantify. As an example, the current Building Department vehicle is a 2011 Ford Ranger that gets an average of 16 MPG. If the car drives 10,000 miles in a year, that would be 625 gallons of fuel. At the current Massachusetts average gas price is \$2.55, that would be \$1,593.75 for the year. The electric vehicles wouldn't need gas at all. The Chevrolet Bolt specifically gets 119 MPGE. MPGE is the amount of energy in a gallon of gasoline, which is 33.7 kWh. If a kWh costs \$0.22, then 119 miles costs \$7.414. If the Bolt drives 10,000 miles in a year, that would cost \$623.02 in electricity. This saves about \$970 for just the Building Department vehicle yearly.

Let me know if this additional information answers your questions and if you would like further clarification on anything.

Best,
Whitney

Whitney McClees

Conservation Agent and Sustainability Coordinator

Attachment H



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



November 18, 2019

Charles K. Murphy, Sr.
Chairman, Board of Selectmen
Town of Fairhaven
40 Center Street
Fairhaven, MA 02719

**Subject: MassDOT Highway Division Project 609530 – FAIRHAVEN – IMPROVEMENTS AT
LEROY WOOD ELEMENTARY SCHOOL (Safe Routes to School – SRTS) – Project
Eligibility Notification**

Dear Chairman Murphy:

On behalf of MassDOT, I am writing to inform you that the Highway Division's Project Review Committee (PRC) has evaluated the subject project and determined that it is eligible to receive Federal Safe Routes to School funding. It is the PRC's understanding that the estimated Total Federal Participating Construction Cost (TFPCC) of this project is \$800,000.00. MassDOT will now begin the project development process for this project.

The Town of Fairhaven is responsible for securing the necessary right-of-way and documentation required to complete the project construction. The municipality is responsible for acquiring the necessary rights, including temporary and permanent easements, on private and public property in accordance with the Federal Uniform Act Requirements. The Right-of-Way process is time consuming and expensive. The municipality will need to perform title exams on all parcels needed for the project. They will need to allocate significant staffing resources to work with impacted property owners. Property owners are entitled to an appraisal and an appraisal review. Property owners are entitled to receive Just Compensation. Your municipality is responsible for all Right-of-Way acquisition expenses including recording fees at the Registry of Deeds. Your municipality will be assigned a MassDOT Community Compliance Officer to oversee the process and ensure compliance to state and federal regulations. Right-of-Way requirements, guidelines and checklists are enclosed for your reference. Additionally, a Right-of-Way training will be offered to your municipality in the coming months.

We will keep you informed of the project's progress, and will involve you in any key decisions related to the project scope, any right-of-way impacts, possible environmental concerns, traffic management plans, or anything else warranted. You may monitor this project's progress any time through the MassDOT web site at www.mass.gov/massdot.

Ten Park Plaza, Suite 4160, Boston, MA 02116
Tel: 857-368-4636, TTY: 857-368-0655
www.mass.gov/massdot

MassDOT Highway Division Project 609530 – FAIRHAVEN – IMPROVEMENTS AT LEROY WOOD
ELEMENTARY SCHOOL (Safe Routes to School – SRTS) – Project Eligibility Notification

Thank you for your support of transportation system improvements. If you have any questions regarding this project approval, or would like additional information about the Safe Routes to School Program, please contact Cassandra Gascon Bligh, Safe Routes to School Program Coordinator, at Cassandra.Gascon@dot.state.ma.us.

Sincerely,



Marie Joyce Rose, P.E.
Director of Roadway Project Management

MJP/ah
Encl: Right-of-Way Guidelines & Checklist

cc: (letter only):
Mary-Joe Perry, District Project Development Engineer

Ecc: (letter only):
Cassandra Gascon Bligh, Safe Routes to School Program Coordinator
Ben Muller, Office of Transportation Planning
Vincent Furtado, Fairhaven Public Works Department
Matthew Coes, Fairhaven Bikeway Committee Chairman