



REVISED

FAIRHAVEN SELECT BOARD

Agenda

Monday, February 7, 2022

6:30 p.m.

Town Hall – 40 Center Street – Fairhaven

2022 FEB -4 A 11:52

FAIRHAVEN,
MASS.

Pursuant to Chapter 20 of the Acts of 2021, this meeting will be conducted in person and via remote means, in accordance with applicable law. This means that members of the public body as well as members of the public may access this meeting in person, or via virtual means. In person attendance will be at the meeting location listed above, and it is possible that any or all members of the public body may attend remotely, with in-person attendance consisting of members of the public.

Log on to

<https://us06web.zoom.us/j/88101310686?pwd=OG5QYjJxUDIFZm81L0ZpYnlITY0p3dz09>

or call 1-929-205-6099

Meeting ID: 881 0131 0686

Passcode: 177827

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

A. MINUTES

1. Approve the minutes of January 10, 2022 – Open Session
2. Approve the minutes of January 22, 2022 – Open Session
3. Approve the minutes of January 24, 2022 – Open Session

B. TOWN ADMINISTRATOR REPORT

C. COMMITTEE LIAISON REPORTS

D. APPOINTMENTS

1. 7:00 pm Collins Center update on Town Administrator Search: Discuss next steps

E. POSSIBLE ACTION/DISCUSSION

1. **Appointment of Council on Aging Director: Martha Reed**
2. Discuss Power options contract renewal
3. Hazard Mitigation Plan update grant approval
4. Final approval of the Goals and Objectives document
5. Discuss reformation of an Open Space and Recreation Planning Committee
6. Use of Auditorium for Riverside Cemetery for annual meeting—Saturday, April 30, 2022
7. Mask Mandate update

F. PUBLIC COMMENT

G. CORRESPONDENCE

1. Correspondence with Mass DOT regarding intersection of Alden Road and Route 6
2. Cable Advisory Committee representative to Broadband Study Committee – Thomas McAfee

3. Resignation from Commission on Disability – Maria Walker

H. EXECUTIVE SESSION

1. Pursuant to M.G.L. Chapter 30, Section 21: Review of Executive Session minutes from August 17, 2020- June 21, 2021

I. NOTES AND ANNOUNCEMENTS

1. The next **regularly** scheduled meeting of the Select Board is **Monday, February 28, 2022** at 6:30 p.m. in the Town Hall Banquet Room

ADJOURNMENT

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

MGL, Ch. 30a, § 20(f) requires anyone that intends to record any portions of a public meeting, either by audio or video, or both, to notify the Chair at the beginning of the meeting.



Fairhaven Select Board Meeting Minutes January 10, 2022

Present: Chairman Robert Espindola, Vice-Chairwoman Stasia Powers, Clerk Keith Silvia Interim Town Administrator Wendy Graves and Administrative Assistant Vicki Oliveira

Present via Zoom: Attorney Tom Crotty

The meeting was videotaped by Cable Access and Zoom meeting application.

Chairman Robert Espindola opened the meeting at 6:00 pm in the Town Hall Banquet Room and announced the Board will be entering into executive session.

At 6:32 pm Chairman Espindola reopened the meeting.

Minutes

Ms. Powers made a motion to approve the Open Session Minutes of December 20, 2021 as amended. Mr. Silvia seconded. Vote was unanimous. (3-0)

Ms. Powers made a motion to approve the Executive Session Minutes of December 20, 2021. Mr. Silvia seconded. Vote was unanimous. (3-0)

Town Administrator Report

Ms. Graves said Massachusetts Department of Elementary and Secondary Education (DESE) has extended the mask mandates in school to the end of February regardless of vaccination percentage.

Ms. Graves said the Budget hearings with Department Heads is almost complete.

Ms. Graves said she has hired a Principal Office Assistant for both the Council on Aging and the Town Administrator's Office and is currently interviewing for the Council on Aging Director position.

Committee Liaison Reports

Ms. Powers will meet with the Bristol County Advisory Committee next week to discuss ARPA funding. Mr. Silvia said the Rogers Reuse Committee has met and reviewed the Request for Proposal (RFP).

Mr. Silvia said the Historical Commission met last week and completed the first public hearing regarding the demo delay by law. The Commission also located the plaque that was at the entrance of route 6 Bridge abutment.

Mr. Espindola will meet soon with Broadband, Belonging, Economic Development and SRPEDD.

Request for Proposal – Rogers School

Planning Director Paul Foley told the Board this is the final draft of the RFP for Rogers School. Mr. Foley said Town Counsel has made some minor changes and the Rogers Committee has met and defined the property description, also adding some additional language. Sue Loo, Chairwoman of the Rogers Reuse Committee (RRC) feels the RFP is ready to go out as it is. Mr. Espindola expressed that he would like the Town to have some flexibility for the land. RRC committee member Doug Brady is worried about losing the playground and the town's green space.

Ms. Powers made a motion to approve the draft RFP for the Rogers School property and to amend the paragraph under introduction to strike the word "larger" from the last sentence. Mr. Silvia seconded. Vote was unanimous. (3-0)

2021 Town Report Photo Submissions

The Board reviewed the photos submitted by residents for the Annual Town Report. Two photos were chosen and one alternate. Ms. Oliveira will consult with the printers to ensure that the size is suitable to fit on the cover and the Board will announce the names of the chosen photos at a later meeting once the printers have provided guidance.

Bijoux Theatre, 350 Main Street: Building Issues

Building Commissioner Chris Carmichael provided an update to the Board regarding the building code violations at the former Bijoux Theater located at 350 Main Street. Mr. Carmichael gave a brief presentation showing the code violations and explained currently the building is unsafe. (Attachment A)

There were no questions from the Board or the public.

Selectman Silvia recused himself at 7:15 pm

Gift Account for Grimshaw Park

Council on Aging Director Anne Silvia has received an anonymous donation from a Fairhaven resident for the beautification and upkeep of Grimshaw Park. Mrs. Silvia said the plan is to purchase benches and plantings at the park; she has already spoken to the affecting town departments and all have been given their approval. Mrs. Silvia will continue to be the administrator of the gift account even after her retirement. The Town Accountant has advised that a new gift account will need to be set up for this donation and purpose. Once the check is received, the Board will be notified.

Ms. Powers made a motion to approve setting up the gift account for Grimshaw Park. Mr. Silvia seconded. Vote was unanimous. (3-0)

Selectman Silvia returned to the meeting at 7:27 pm

Commission on Disability

Mr. Espindola read requests to join the Commission on Disability from Janice Alves and Pamela Ferro.

Ms. Powers made a motion to appoint Janice Alves and Pamela Ferro to the Commission on Disability. Mr. Silvia seconded. Vote was unanimous. (3-0)

Broadband Study Committee

Chairman Espindola reminded the Board at the last meeting they discussed updating the Broadband Study Committee (BSC) to include 2 associate positions. Mr. Espindola read the updated charge for the committee. (Attachment B)

Ms. Powers made a motion to adopt the updated charge for the Broadband Study Committee as presented. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola said there was one resident interested in joining the BSC for one of the vacant associate positions. Resident Sean Daly met via zoom and said he has a background in Finance and telecom.

Ms. Powers made a motion to appoint Sean Daly to the Broadband Study Committee. Mr. Silvia seconded. Vote was unanimous. (3-0)

Beautification Gift Account –Route 6 Bridge Plaque

Mr. Espindola read a letter from Historical Commission Chairman Wayne Oliveira requesting to use funds from the route 6 median gift account to have the 1902 Bridge Plaque reinstalled on the pillar at the entrance of the Bridge. The Town Accountant has already stated this is an appropriate use of the funds. (Attachment C)

Ms. Powers made a motion to approve the use of the Beautification Route 6 median gift account to have the plaque replaced at the entrance of the route six bridge as requested by Mr. Oliveira. Mr. Silvia seconded. Vote was unanimous. (3-0)

Town Hall Auditorium – Tree Warden

Tree Warden Don Collasius explained that he would like to use the Town Hall Auditorium to do a lecture and slide presentation called “Working 2 Miles Deep” about his time working at Woods Hole Oceanographic Institute. Mr. Collasius is looking to seek donations to raise money during this program for trees, and has already spoken to Town Accountant Anne Carreiro on the proper procedures to collect funds. The Fairhaven Improvement Association has potentially offered to cover the cost of the custodial fee. All COVID protocols will be followed.

Ms. Powers made a motion to grant the request to use the Town Hall Auditorium on February 17, 2022 by the Tree Warden, to waive the rental fee but only charge the custodian’s fee. Mr. Silvia seconded. Vote was unanimous. (3-0)

Zoning Board of Appeals Vacancy

Mr. Carmichael said recently the Zoning Board of Appeals (ZBA) has had a quorum due to COVID issues and therefore could not hold a meeting. There is currently one associate position vacant. Mr. Espindola would like to reach out to the residents who had submitted letters back in July and to advertise again. The Board will appoint someone to fill the vacancy at their next meeting.

Ms. Powers made a motion to reach out to the prior candidates and to accept more requests by noon on Wednesday, January 19, 2022. Mr. Silvia seconded. Vote was unanimous. (3-0)

Selectman Silvia left the room at 7:54 pm

Update on Town Administrator Search

Mr. Espindola said the Collins Center has been meeting with the Town Administrator Search Committee and they are currently in the screening process and should be able to announce the names of the final candidates by the next Select Board meeting to set up interviews.

Selectman Silvia returned to the room at 7:55 pm

Waste Disposal Services Agreement

Attorney Crotty said this is a standard agreement between the Town and ABC Disposal, Inc. The charges are in regards to the rate that ABC/SEMASS can collect and if SEMASS doesn't take the town's trash then ABC has to take it. (Attachment D)

Ms. Powers made a motion to authorize the interim Town Administrator to sign the Waste Disposal Services Agreement on behalf of the Board. Mr. Silvia seconded. Vote was unanimous. (3-0)

Assumption Agreement- Delivery of Non-Town Waste to SEAMASS

Attorney Crotty said this is the agreement stating that the Town is aware that Waste Connections is purchasing ABC, Disposal, Inc. (Attachment E)

Ms. Powers made a motion to authorize the Interim Town Administrator to sign the Assumption Agreement on behalf of the Board. Vote was unanimous. (3-0)

Mask Mandate Update

Mr. Espindola read a memo from Health Agent Dave Flaherty suggesting the Town continue with the mask mandate. (Attachment F)

Public Comment

There were no questions, comments, or concerns from any residents at this time.

Notes and Announcements

Attorney Crotty told the Board there is no need for Executive Session as the information is public record and he can discuss it openly.

Mr. Crotty said there has been one claim from the Opioid litigation against McKinsey and Company. This claim was brought by multiple attorney generals but more have created a new case. The Town's attorneys for this case have suggested that Fairhaven should join the new case for opioids. The Town does not have act on anything and Mr. Crotty will formally move the town to the next arraignment.

At 8:19 pm, Ms. Powers made a motion to adjourn the meeting. Mr. Silvia seconded. Vote was unanimous. (3-0)

Respectfully submitted,



Vicki L. Oliveira
Administrative Assistant

- A. Building Commissioner presentation
- B. Updated Broadband Study Charge
- C. Bridge Plaque letter, newspaper article and photos
- D. Waste Disposal Services Agreement
- E. Assumption Agreement
- F. Health Agent memo



**Fairhaven Select Board
Meeting Minutes
January 22, 2022**

Present: Chairman Robert Espindola, Vice-Chairwoman Stasia Powers, Clerk Keith Silvia and Interim Town Administrator Wendy Graves Also present was Mark Rees, Special Projects Coordinator

The meeting was videotaped by Cable Access and Zoom meeting application.

Chairman Robert Espindola opened the meeting at 9:00 am in the Town Hall East Room and announced the Board will be entering into executive session.

Goal Setting Workshop

The Select Board met with Ms. Graves and Mr. Rees to review the Goals and Objectives for the upcoming Fiscal Year 2022-23. At the conclusion of the meeting, a motion was made by Ms. Powers seconded by Mr. Silvia to approve the revised preliminary goals statement based on discussions held during the workshop, to authorize Mr. Rees to update the document accordingly and distribute to Department Heads and Committee Chairs for a final comment. Once each Department has had a chance to review and update, the Goals and Objectives document will be presented at a Select Board meeting for final approval.

Ms. Powers made a motion to adjourn the meeting. Mr. Silvia seconded. Vote was unanimous. (3-0)

Respectfully submitted,

Vicki L. Oliveira
Administrative Assistant

Attachment: Marked up Goals/objectives document based on discussions held at workshop



Fairhaven Select Board Meeting Minutes January 24, 2022

Present: Chairman Robert Espindola, Vice-Chairwoman Stasia Powers, Clerk Keith Silvia and Interim Town Administrator Wendy Graves

The meeting was videotaped by Cable Access and Zoom meeting application.

Chairman Robert Espindola opened the meeting at 6:31 pm in the Town Hall Banquet Room and announced the Board will be entering into executive session.

The Board held a moment of silence for Jean Rousseau who passed away suddenly. Mr. Roussueau was an active member of the Fairhaven Housing Authority and also Chairman Espindola's brother in law.

Town Administrator Report

Ms. Graves said she and Council on Aging Director Anne Silvia have completed the interviews for the Council on Aging Director position and will announce the chosen candidate at the next Select Board meeting.

Ms. Graves met with the Board to review the Goals and Objectives for town departments on Saturday.

Ms. Graves is still working on the department budgets.

Committee Liaison Reports

Ms. Powers recently attended the Bristol County Advisory Board meeting, where they discussed ARPA funding and worked on the budget.

Ms. Powers will meet with the Cable Advisory Committee soon.

Mr. Silvia has not had any meetings since the last Select Board meeting.

Mr. Espindola will meet soon with SMMPO and SRTA.

Mr. Espindola met with the Economic Development Committee (EDC) where the discussion was regarding the tax rate for the marinas. The EDC has concerns over the costs to the marinas.

Mr. Espindola said the Bikeway Committee is expected to start meeting again in February.

2021 Select Board/Town Administrator Annual Report

The Board reviewed the annual report submitted by Ms. Graves and would like to have Ms. Powers name added to the report.

Ms. Powers made a motion to approve the draft of the Select Board annual report and to add Ms. Powers name to the report. Mr. Silvia seconded. Vote was unanimous. (3-0)

Library Trustees Appointment

Mr. Espindola read a letter from Robert Grindrod requesting to be appointed to the Library Trustees as one of the Select Board appointments.

Ms. Powers made a motion to appoint Robert Grindrod to the Library Trustees as the Select Board appointment. Mr. Silvia seconded. Vote was unanimous. (3-0)

Zoning Board of Appeals- Associate Member

Mr. Espindola said there were 4 candidates for the one vacancy on the Zoning Board of Appeals. One letter was received on time but was emailed to the wrong address but will be included in the requests. Mr. Espindola read all the requests from each candidate.

Ms. Powers made a motion to appoint Nicholas Sylvia to the Zoning Board of Appeals as an associate member. Mr. Silvia seconded. Vote was unanimous. (3-0)

New Bedford Hurricane Barrier Maintenance

Ms. Graves said she received a letter from the Army Corps of Engineers this week. There will be some scheduled maintenance on the hurricane barrier. The Army Corps will keep both Fairhaven and New Bedford involved and up to date on the progress of the work. (Attachment A)

Accept Grimshaw Park Donation

Ms. Powers made a motion to accept a donation of \$20,000 for Grimshaw Park for the previously approved gift account. Mr. Silvia seconded. Vote was unanimous. (3-0)

Goal Setting Session Workshop

Mr. Espindola said Special Projects Coordinator Mark Rees will be updating the notes from the recent Goal Setting workshop and sending the updated document back to the Board for review and approval. Mr. Espindola thanked all that dedicated their Saturday morning to attend the workshop. Ms. Powers would like to review each goal/objective individually at future Select Board meetings.

Town Administrator Search Update

Mr. Espindola said Selectman Silvia has received word from the State ethics commission and will be able to participate in the Town Administrator (TA) Search process. Town Moderator and Chairman of the TA Search Committee, Mark Sylvia spoke to the Board on behalf of the TA Search Committee. He thanked the members of the committee Vice-Chairman Leon Correy, Secretary Cameron Durant, David Braga, Robert Grindrod, Pam Kuechler, Gloria Perperas, Anne Smith and Kim Trahan for all their hard work. Mr. Sylvia also thanked town staff, Mary Aicardi and the Collins Center for all their help as well. Mr. Sylvia stated the three candidates for to be interviewed: Jennifer Callahan, Angie Lopes-Ellison and Thomas Guerino.

The Board discussed the next steps and when they would like to hold the meeting for the interviews and would like the candidates to have the opportunity to read the draft of the goal document prior to the interview.

Ms. Powers made a motion to send the draft goals to the Collins Center to send to the candidates. Mr. Silvia seconded. Vote was unanimous. (3-0)

DOR Financial Management Review

Mr. Espindola said the DOR has stated Fairhaven is next inline to start the process for the Financial Management review.

Overview of Human Resources Department

Mr. Espindola said some of his questions were discussed at the Goal Setting workshop. He would like to continue this discussion about Human Resources Department at a future meeting.

Mask Mandate Update

Mr. Espindola read a memo from Health Agent Dave Flaherty (Attachment B) stating the Covid numbers have increased slightly recently. Ms. Powers is disappointed that the Board of Health (BOH) has not taken a stronger action on this. The Board discussed their thoughts on ways to encourage people to wear masks. Mr. Espindola would like to draft a letter to the BOH to take some stronger action on this subject.

Ms. Powers made a motion to draft a letter to the Board of Health that states:

“Our Board recognizes that you are an autonomous board and we are not suggesting that you need to do what we are asking you to do but our board has voted unanimously to send you a letter indicating that we would like to see you take stronger action up to and including a possible mask mandate in the Town of Fairhaven.”

Mr. Silvia seconded. Vote was unanimous. (3-0)

Public Comment

There were no questions, comments or concerns from the public at this time.

Correspondence

Mr. Espindola read a letter of resignation from Nicole Antonio on the Broadband Study Committee.

Ms. Powers made a motion to accept the resignation of Nicole Antonio on the Broadband Study Committee. Mr. Silvia seconded. Vote was unanimous. (3-0)

Notes and Announcements

Mr. Silvia asked about a current harassment case and where it stands. Mr. Espindola said he would place this item on the next agenda to discuss.

Mr. Espindola said he received a phone call from a resident regarding the signs at the former Bijoux Theater. The resident would like to lodge a formal complaint against the owner of the building. Mr. Espindola referred the resident to the Building Commissioner.

At 7:43 pm Ms. Powers made a motion to adjourn the meeting. Mr. Silvia seconded. Vote was unanimous. (3-0)

Respectfully submitted,

A handwritten signature in black ink that reads "Vicki L. Oliveira". The signature is written in a cursive, flowing style.

Vicki L. Oliveira
Administrative Assistant

- A. Letter form the Army Corps of Engineers
- B. Memo regarding Covid

DRAFT



D1

Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Packet Materials

Bob Espindola <selectmanbobespindola@gmail.com>

Thu, Feb 3, 2022 at 11:30 AM

To: Wendy Graves <wgraves@fairhaven-ma.gov>, Vicki Paquette <vloliveira@fairhaven-ma.gov>, Mary E Aicardi <Mary.Aicardi@umb.edu>

Wendy,

I would like to ask for the following to be included in our packet for Mondays' meeting for;

"Item D, 7:00 pm Collins Center update on Town Administrator Search: Discuss next stepswn Administrator Search: Discuss next steps

1. Process that the Select Board agreed to for the TA Screening Process
2. Reference documents about market analysis that will be provided by Mary Aicardi of The Collins Center (she said she would have that to us for the packet).
3. Copy of your current contract as Acting TA
4. Copy of the contract signed by Mark Rees when he was TA
5. Copy of the Position Statement issue for this most recent TA search effort
6. Summary of where the current year budget stands for the TA line item (including your stipend and what Mark Rees has charged so far along with a projection of what will be remaining in the budget at the end of the year under the current arrangement).
7. Copy of the Contract signed by The Collins Center

If you have any questions, please let me know.

Thank you.

Bob



Exhibit A: Scope of Services

FAIRHAVEN TOWN ADMINISTRATOR RECRUITMENT SERVICES

How the Collins Center Will Assist the Town Recruit a Town Administrator

The Collins Center works with public organizations to understand the most critical issues they are facing, as well as the culture and the leadership styles that would be best suited to move them forward. Only after gaining an understanding of the client's critical needs does the Center proceed to recruit quality candidates for the position.

In implementing this approach, the Center will:

- Carefully consider the challenges a Treasurer/Collector will face currently and in the next three to seven years;
- Review the recently-used Profile of the organization and the position with particular attention to identifying the Town's priority issues. The Profile will specify the professional and personal qualities needed to succeed in the position;
- Build a competitive pool of candidates utilizing the Center's extensive network and data base as well as traditional advertising; and
- Support the Town's evaluation of candidates. The recruitment team will help plan the interview process and assist the Town with the final interview process. The Center will facilitate and assist with but will not negotiate contract provisions.

Project Approach

The following information is provided to illustrate the Center's approach to executive recruitment and what it believes are successful outcomes of each stage of a search. The Center believes that a significant risk in selection is choosing the best person from a mediocre pool of candidates. The Center's principal effort is directed at giving its clients a pool of well-qualified candidates, thereby reducing this risk.

Task One: Updating/Reviewing the Town's Profile

The recruitment team begins the search with a simple question: What criteria would the organization use to determine that the appointment was successful? The recruitment team will work with key stakeholders to develop and finalize a Profile to be approved by the Town.

Outcome: A Profile Statement will be prepared for the Town's approval. Once approved, the recruitment will commence using the Profile as a marketing tool for the position.

Task Two: Networking, Screening, and Presentation of Paper Candidates

Standard advertising will be prepared and placed in various venues. At the same time, the recruitment team also engages in **extensive network recruitment** activities using various outreach methods and extensive personal contacts. Often the best person for a job is not looking for a job; so, networking is a critical part of the process. To attract candidates, the unique challenges of the employment opportunity will be stressed. Work is conducted to find candidates that have faced challenges that are of similar magnitude and importance to those faced by the Town. At the conclusion of networking, the applications from a pool of prospective candidates who best meet the Profile will be presented to the interview committee. The Center will work with the interview committee to evaluate applications, come to consensus on which candidates to interview.

Outcome: Candidates to be invited for a preliminary interview will be identified.

Task Three: Preliminary Interviews

After candidates are selected for a preliminary interview, the recruitment team will design an interview process

with the interview committee. The Center will assist in the development of standard interview questions and will schedule and facilitate the interviews. At the conclusion of the interviews, Center staff will facilitate the interview committee's discussion to identify potential finalists.

Outcome: Interview Committee will identification of tentative finalists.

Task Four: Reference and Background Checking

Reference checks of tentative finalists are extremely thorough. The recruitment team will speak with employers, professional peers, and subordinates, systematically posing the same questions to references for each potential finalist. The Center will arrange for credit, criminal history, and verification of educational credentials for the potential finalists.

Outcome: Presentation of qualified well vetted candidates to the Town.

Task Five: Guidance on Final Interview and Selection

The recruitment team will help the Town plan its final interview process by providing written and oral guidance. The recruitment team will help structure the discussion, suggest questions, and suggest the structure of the interviews.

The Center is able to assist the Town with logistics, expectations and discussions, but the actual negotiations of a contract is the responsibility of the Town.

Outcome: A well-organized Final Interview and Selection Process

Professional Fees, Expenses, and Payment Schedule

The all-inclusive professional fee for the engagement is \$8,500. The payment schedule is as follows:

- \$5,000 when Task 1 is complete; (profile)
- \$3,500 when Task 5 is complete. (interviews schedule with Board)



Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Fwd: area contracts

Bob Espindola <selectmanbobespindola@gmail.com>

Thu, Feb 3, 2022 at 12:08 PM

To: Mary E Aicardi <Mary.Aicardi@umb.edu>

Cc: Vicki Paquette <vloliveira@fairhaven-ma.gov>, Wendy Graves <wgraves@fairhaven-ma.gov>

Mary,

Thank you. This is very helpful.

Wendy and Vicki, this is the correspondence I was referring to earlier.

Please include her email and all attachments in our packet.

Thanks,

Bob

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

From: **Mary E Aicardi** <Mary.Aicardi@umb.edu>

Date: Thu, Feb 3, 2022 at 11:35 AM

Subject: area contracts

To: Bob Espindola <selectmanbobespindola@gmail.com>

Hello,

Please see the attached. A quick summary, without looking at all the details:

Acushnet \$135,000

Lakeville \$160,000

Marion \$138,000

Middleborough was \$144,000 in 2018, likely 8- 12% higher now

Wareham \$170,000

Westport \$148,000

Things to consider:

Current market, not jobs filled a few years ago

Other benefits. Many now contribute to deferred compensation

Recent advertisements:

Bourne \$170,000

Plymouth just hired new TM at \$230,000

If you readvertise, I suggest you include a range and say willing to negotiate based on experience or something like that.

Mary Flanders Aicardi, Human Resources Practice Leader

Edward J. Collins, Jr. Center for Public Management

[John W. McCormack Graduate School of Policy and Global Studies](#)

University of [Massachusetts Boston](#)
[100 Morrissey Blvd](#)
Boston, MA 02125
Cell Phone: 508-215-8992
Fax 617-287-5566
www.umb.edu/cpm

8 attachments

-  **Lakeville Town Administrator Contract 2021-2024.pdf**
3187K
-  **Marion Town Admin Contract.pdf**
145K
-  **Middleborough Town Manager Employment Agreement.pdf**
862K
-  **wareham town admin contract.pdf**
1644K
-  **WESTPORT TOWN ADMIN CONTRACT.pdf**
1587K
-  **acushnet town_administrator_contract_0.pdf**
3398K
-  **Dartmouth Town Admin Contract.pdf**
535K
-  **Freetown Deb Pettey Revised.pdf**
67K

**EMPLOYMENT AGREEMENT BETWEEN
THE TOWN OF FAIRHAVEN
AND
WENDY GRAVES**

THIS AGREEMENT, pursuant to Chapter 381 of the Acts of 2014 (hereinafter called "c. 381"), made and entered into this 5th day of January, 2021, by and between the Town of Fairhaven, Commonwealth of Massachusetts, a municipal corporation, (hereinafter called the "Town") acting by and through its Board of Selectmen, (hereinafter called "Board") and Wendy Graves (hereinafter called "Acting Town Administrator"), as follows:

WITNESSETH:

WHEREAS, pursuant to c. 381 § 1(k), the Board may designate an acting town administrator to perform the duties of the office during any vacancy exceeding 30 days, caused by the town administrator's absence, illness, suspension, removal or resignation; provided, that the appointment of an acting town administrator shall be for a period not to exceed 180 days;

WHEREAS, the Town desires to employ the services of Wendy Graves as Acting Town Administrator of the Town of Fairhaven, upon the retirement of current Town Administrator, Mark Rees;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Acting Town Administrator;

WHEREAS, Wendy Graves agrees to accept employment as Acting Town Administrator of the Town and to perform the duties thereof, while maintaining and performing the duties of her current position as Finance Director / Treasurer / Collector for the Town;

WHEREAS, the parties understand that the designation as Acting Town Administrator is a temporary position, with no fixed term, and with no expectation of continuity in that position,

WHEREAS, the termination of this agreement will have no effect on Wendy Graves' continued position as Finance Director / Treasurer / Collector for the Town;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1, Functions and Duties of the Acting Town Administrator.

The Town hereby offers to employ Wendy Graves as Acting Town Administrator of the Town, and Wendy Graves accepts that offer. The Acting Town Administrator shall have the powers and duties specified in c. 381 § 2, and such other duties as the Board shall from time to time legally assign to her, which she shall perform in addition to her duties as Finance Director/ Treasurer / Collector for the Town.

Section II, Term.

This Agreement shall become effective January 5, 2021, and shall be in full force and effect until terminated pursuant to the provisions of Section III, but in any event shall terminate 180 days from its effective date.

Section III, Termination

The Board may terminate this agreement and its designation of the Acting Town Administrator at any time, with cause. This agreement and the designation of the Acting Town Administrator shall terminate upon the appointment and commencement of services of a permanent Town Administrator for the Town. The termination of this agreement will have no effect on Wendy Graves' continued position as Finance Director / Treasurer / Collector for the Town.

Section IV, Stipend.

The Town agrees to pay the Acting Town Administrator for services rendered under this Agreement, a stipend of \$1000 per week. This stipend shall be in addition to the salary and benefits paid to her as Finance Director / Treasurer / Collector.

Section V, Hours of Work.

The Acting Town Administrator will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board.

Section VI, Expenses.

A. The Acting Town Administrator shall be reimbursed for any expenses incurred in the performance of her duties, or as an official representative of the Town, provided that such expenses are approved in advance by the Board of Selectmen.

Section VII, Indemnification.

A. The Town shall defend, save harmless and indemnify the Acting Town Administrator against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of her duties as Acting Town Administrator, even if said claim has been made following her termination from employment, provided that the Acting Town Administrator acted within the scope of her duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Acting Town Administrator.

B. The Town shall reimburse the Acting Town Administrator for any attorneys' fees and costs incurred by the Acting Town Administrator in connection with an indemnified claim if the Town has failed or refused to defend the Acting Town Administrator from such claim.

C. This indemnification shall also apply to the Acting Town Administrator after she leaves that position.

D. This section shall survive the termination of this Agreement.

Section VIII, Other Terms and Conditions of Employment.

This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or Rules and Regulations.

Section IX, No Reduction in Stipend

A. The Town shall not at any time during the term of the Agreement reduce the stipend of the Acting Town Administrator, except to the degree such a reduction is across the board for all other employees of the Town, or is the result of the failure of Town Meeting to appropriate sufficient funds to pay the stipend provided for in this Agreement.

B. Notwithstanding the forgoing, no provisions of this Agreement shall be interpreted to allow or require the payment of compensation in excess of the amount appropriated by town meeting.

Section X, Notices.

A. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows

To the TOWN: Chairman of Board of Selectmen
 Town of Fairhaven
 40 Center Street
 Fairhaven, MA 02719

To Wendy Graves

B. Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XVIII, General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representative of the Acting Town Administrator.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. For the purposes of the Fair Labor Standards Act, the Acting Town Administrator shall be an "exempt employee."

IN WITNESS WHEREOF, the Town of Fairhaven, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen, and the Acting Town Administrator has signed and executed this Agreement, both in duplicate.

TOWN OF FAIRHAVEN
Acting by and through
Its Board of Selectmen

ACTING TOWN ADMINISTRATOR

Wendy Graves

Chairman, Board of Selectmen

DATE: _____

DATE: _____

Approved as to Legal Form:



Town Counsel

DATE: 1/5/21

I certify there is an appropriation in Account to fund this contract:

Town Accountant

DATE: _____

**EMPLOYMENT AGREEMENT BETWEEN
THE TOWN OF FAIRHAVEN
AND
MARK H. REES**

THIS AGREEMENT, pursuant to Chapter 381 of the Acts of 2014 (hereinafter called "c. 381"), made and entered into this 4th day of January, 2016, by and between the Town of Fairhaven, Commonwealth of Massachusetts, a municipal corporation, (hereinafter called the "Town") acting by and through its Board of Selectmen, (hereinafter called "Board") and Mark H. Rees (hereinafter called "Town Administrator"), as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Mark H. Rees as Town Administrator of the Town of Fairhaven;

WHEREAS, the Board, under c. 381 may contract with the Town Administrator for such services;

WHEREAS, it is the desire of the Board to contract for the salary and benefits of said Town Administrator;

WHEREAS, it is the desire of the Board to retain the services of the Town Administrator, and to provide inducement for him to remain in such employment; and

WHEREAS, Mark H. Rees agrees to accept employment as Town Administrator of said Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section I, Functions and Duties of the Town Administrator.

The Town hereby offers to employ Mark H. Rees as Town Administrator of said Town, and the Town Administrator accepts said offer. The Town Administrator shall be the Chief Administrative Officer of the Town. The Town Administrator shall perform the duties specified in c. 381 and such other duties as the Board shall from time to time legally assign to him.

Section II, Term.

This Agreement shall become effective January 5, 2016, and shall be in full force and effect until December 31, 2018. The Agreement shall be for a term of three years, subject to Section XIV. below, and shall be binding on the parties in each year of its duration.

Section III, Termination and Severance Pay.

A. The Board may terminate the Town Administrator in accordance with the procedural provisions of Section 1(i) of c. 381, which are incorporated herein by reference.

B. In the event the Town Administrator is terminated by the board without just cause prior to the expiration of the term of this Agreement the Town agrees that it shall pay the Town Administrator (i) if the notice of intent to dismiss is issued on or before June 30, 2016, a lump sum cash payment equal to two months' salary, or (ii) if the notice of intent to dismiss is issued on or after July 1, 2016, a lump sum cash payment equal to his salary for four months plus an additional one month for each full year of service in that position (prorated for any partial year of service).

C. If the Town Administrator is terminated for just cause less than gross misconduct the Town agrees that it shall pay the Town Administrator a lump sum cash payment equal to four months' salary.

D. If the Town Administrator is terminated for gross misconduct the Town shall have no obligation to pay severance.

E. Payment of the severance sum provided in this paragraph shall be made on or before the effective date of termination of the Town Administrator's employment provided an amount specifically designated for that purpose has been appropriated by the town meeting; otherwise payment shall be conditioned on the subsequent appropriation of an amount designated for that purpose, and the Board will submit and support an article requesting such appropriation at each of the three town meetings which take place following the effective date of such termination. The conditional obligation to pay severance subject to town meeting approval shall survive the termination of this Agreement, and for purpose of town meeting approval shall be considered an ongoing, current obligation, and not a "bill of a prior year".

F. The appropriation by town meeting of an amount designated for the payment of salary and other benefits to the Town Administrator shall not be considered an appropriation for the purpose of severance pay.

G. In the event the Town Administrator voluntarily terminates his position with the Town before the expiration of the term of this Agreement, the Town Administrator shall give the Town two (2) month's written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. If the Town Administrator fails to provide such notice he shall forfeit his right to any payment for accrued or unused benefits otherwise payable at the time of his separation from employment as the Town Administrator.

Section IV, Salary.

A. The Town agrees to pay the Town Administrator for services rendered under this Agreement, an annual base salary of \$ 135,000, subject to applicable withholdings and deductions, effective January 5, 2016, and continuing through June 30, 2016, payable in installments at the same time as other employees of the Town are paid. On or before April 1, 2016 the Board shall negotiate with the Town Administrator the compensation of the Town Administrator for the remainder of the term of this Agreement, subject to appropriation by Town Meeting.

B. Payment of compensation in the form of salary and any other benefits provided by this Agreement to be paid to the Town Administrator from year to year shall be subject to and conditioned upon further appropriation by the Town Meeting, notwithstanding the appropriation of an amount sufficient to pay such compensation for any prior period of time.

Section V, Town Administrator Evaluation.

A. The Board shall review and evaluate the Town Administrator every year from the date of appointment. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Administrator following the first six months of the term of this Agreement. Further, the Chairman of the Board shall provide the Town Administrator with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Administrator to discuss his or her evaluation with the Board. The individual evaluation of Board Members and the summary evaluation shall be part of the Town Administrator's personnel file, subject to Section 23(e) of chapter 30A of the Massachusetts General Laws.

B. Annually the Board and the Town Administrator shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.

Section VI, Hours of Work.

The Town Administrator will devote full time and attention to the business of the Town and will not engage in any other business during office hours, except with the approval of the Board.

It is recognized that the Town Administrator must devote a great deal of time outside the normal office hours to the business of the Town, and to that end the Town Administrator will be allowed to take reasonable compensatory time off as he or she shall deem appropriate during said normal office hours with the concurrence of the chairman of the Board of Selectmen.

Upon the completion of six weeks employment the Town Administrator may work from

his home every other Friday, provided that in the event his presence is required to perform the duties of his job on one of those scheduled home-work dates, he shall reschedule that date with the concurrence of the Chairman of the Board of Selectmen.

**Section VII, Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave,
Jury Duty and Disability Insurance.**

A. The Town shall provide the Town Administrator a health insurance policy, similar to other Town employees.

B. The Town Administrator shall be entitled to four (4) weeks paid vacation per contract year. A week shall be defined as five (5) working days. Unused vacation days may be carried over from one year to another. The Town Administrator shall not use more than two consecutive weeks' vacation in a calendar year.

C. The Town Administrator shall accrue sick leave at the rate of one and one-quarter days per month of continuous service, but shall not be allowed to carry more than one hundred twenty days sick leave over into a succeeding fiscal year, except as set forth below.

The Town Administrator shall be paid at the rate of one day's pay for every two days of sick leave for unused sick leave accumulated in excess of one hundred twenty days at the end of the fiscal year, at the annual salary rate in effect at the end of that fiscal year, but only to the extent the appropriation by the Town for the aggregate compensation of the Town Administrator is sufficient for such payment. Unused sick leave not paid for due to insufficient appropriation shall be accumulated and may be used during the remainder of the term of employment, or a succeeding term, if any.

At the termination of his employment, the Town Administrator shall be paid at the rate of one day's pay for every two days of sick leave for all accumulated unused sick leave at the annual salary rate in effect at the time such termination to the extent the appropriation by the Town for the aggregate compensation of the Town Administrator is sufficient for such payment, but in no event shall the Town be obligated to pay for accumulated sick leave in excess of the unused appropriation previously made for the aggregate compensation of the Town Administrator.

D. Any unused vacation or sick leave remaining at the expiration of this Agreement shall carry over and be credited to the Town Administrator if this Agreement is extended.

E. The Town Administrator shall receive the same holidays as other employees of the Town.

Whenever any of the holidays listed above fall on Saturday, the preceding Friday shall be observed as the holiday; whenever any of the holidays listed above falls on Sunday, the following Monday shall be observed as the holiday.

F. The Town Administrator will be granted bereavement leave as provided in the personnel by-law.

G. The Town Administrator shall receive three (3) days personal leave each contract year.

H. The Town Administrator shall be granted jury duty and compensation as provided in the personnel by-law.

I. Town Administrator shall be allowed three days per year as professional development leave to attend the International City Management Association's (I.C.M.A.) Annual Conference and two days per year to attend the Massachusetts Municipal Management Association (MMMA) Conference. Any additional time spent at such conferences shall be deducted from his vacation.

J. The Town Administrator shall be provided the same insurance benefits offered to other town employees, and at the same rate of contribution.


Section VIII, Deferred Compensation.

On or before April 1, 2016 the Board shall determine whether, and to what amount, the Town shall contribute to the Town Administrator's deferred compensation plan.

Section IX, Expenses for Professional Development.

A. The Town agrees to pay for the registration, travel and subsistence expenses of the Town Administrator for short courses, institutes and seminars that are necessary for his professional development.

B. The Town shall pay the Town Administrator's registration fees(s), travel and subsistence expenses to and from the I.C.M.A. Annual Conference, Massachusetts Municipal Association Annual January Conference, and the Massachusetts Municipal Administrators' Association Annual Spring Conference.

 C. The Town's payments under this section shall not exceed \$3,000.00 annually. D. The Town's obligation to make payments under this section shall be subject to annual appropriation for that purpose by Town Meeting.

Section X, Dues and Subscriptions.

The Town agrees to pay up to \$1,000.00 annually for the professional dues and subscriptions of the Town Administrator necessary for his membership in the following professional organizations:

International City Management Association (I.C.M.A.); American Society for Public Administration (A.S.P.A.); Massachusetts Municipal Management Association; and any other professional organizations deemed necessary and desirable for his continued professional participation, growth and advancement and for the good of the Town.

The Town's obligation to make payments under this section shall be subject to annual appropriation for that purpose by Town Meeting.

Section XI, Expenses.

A. The Town Administrator shall be reimbursed for any expenses incurred in the performance of his duties, or as an official representative of the Town, provided that such expenses are approved in advance by the Board of Selectmen.

B. The Town Administrator's duties require that he be on duty and available 24 hours a day. The Town shall provide, maintain and repair an automobile for the Town Administrator's use. The Town Administrator shall also be reimbursed for his gasoline, tolls and parking expenses in connection with his discharge of his duties. The vehicle may not be used for personal use by the Town Administrator, except that it may be used once weekly to commute each way to and from the Town Administrator's home in North Andover .

By written agreement of the parties the Town may provide a vehicle allowance in lieu of the obligation to provide, maintain and repair a vehicle.

C. If the Town Administrator leaves the employment of the Town and serves as a witness, he shall be paid for each day of preparation and attendance at the trial on a per diem basis based on his salary at the time of his separation from employment from the Town.

Section XII, Indemnification.

The Town shall defend, save harmless and indemnify the Town Administrator against any tort, professional liability, claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as Town Administrator, even if said claim has been made following his termination from employment, provided that the Town Administrator acted within the scope of his duties. The Town shall pay the amount of any settlement or judgment rendered thereon. The Town may compromise and settle any such claim or suit and will pay the amount of any settlement or judgment rendered thereon without recourse to the Town Administrator.

The Town shall reimburse the Town Administrator for any attorneys' fees and costs incurred by the Town Administrator in connection with an indemnified claim if the Town has failed or refused to defend the Town Administrator from such claim.

This indemnification shall also apply to the Town Administrator after he leaves the employment of the Town.

This section shall survive the termination of this Agreement..

Section XIII, Non-Renewal of Agreement.

By January 1, 2018, and upon the request of the Town Administrator, the Board shall begin negotiations with the Town Administrator the terms of a successor agreement for his

continued employment.

In the event the parties are unable to agree to a successor agreement they may agree to extend this Agreement and its terms and conditions for a period of up to three years following the original termination date.

If the parties do not agree to either a successor agreement, or an extension of this Agreement, then this Agreement will terminate on December 31, 2018.

Section XIV, Other Terms and Conditions of Employment.

A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Administrator as they generally apply to other employees of the Town, in addition to said benefits enumerated herein specifically for the benefit of the Town Administrator, except as otherwise provided in this Agreement.

B. All other general provisions of the Town's By-Laws relating to fringe benefits shall also apply to the Town Administrator as they apply to other employees of the Town, in addition to the benefits enumerated specifically for the benefit of the Town Administrator, except as otherwise provided in this Agreement.

C. This Agreement shall prevail over any conflicting personnel provisions of the Town By-Laws or Rules and Regulations.

Section XVI, No Reduction in Benefits.

The Town shall not at any time during the term of the Agreement reduce the salary, compensation or other benefits of the Town Administrator, except to the degree such a reduction is across the board for all other employees of the Town, or is the result of the failure of Town Meeting to appropriate sufficient funds to pay the compensation including salary and benefits provided for in this Agreement.

Notwithstanding the forgoing, no provisions of this Agreement shall be interpreted to allow or require the payment of compensation in excess of the amount appropriated by town meeting.

Section XVII, Notices.

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To the TOWN: Chairman of Board of Selectmen
 Town of Fairhaven
 40 Center Street
 Fairhaven, MA 02719

To Mark H. Rees

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section XVIII, General Provisions.

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representation of the Town Administrator.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. For the purposes of the Fair Labor Standards Act, the Town Administrator shall be an "exempt employee."

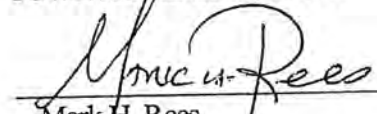
IN WITNESS WHEREOF, the Town of Fairhaven, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Town Administrator has signed and executed this Agreement, both in duplicate.

TOWN OF FAIRHAVEN
Acting by and through
Its Board of Selectmen


Chairman, Board of Selectmen

DATE: 1/4/16

TOWN ADMINISTRATOR


Mark H. Rees

DATE: 1/4/16

Attest to Signature:


Town Clerk

DATE: January 5, 2016

Third Amendment
To
Employment Agreement Between
The Town of Fairhaven
And
Mark H. Rees
Dated: September 24, 2018

Section II, Term.

Delete the first sentence in its entirety and replace with: "This agreement shall become effective January 1, 2019, and shall be in full force and effect until December 31, 2021."

Section IV, Salary.

Section A. (As amended by the 1st and 2nd Amendment)

Delete in its entirety and replace with: From January 1, 2019 to June 30, 2019 the Town Administrator's salary will \$80,371 (annualized \$160,742). Effective July 1, 2019 the Town Administrators salary will be \$166,142 and also effective July 1, 2019 and the remaining term of this agreement, the Town Administrator's salary shall be increased in increments equal to that received by non-union employees of the Town, subject to an appropriation by an Annual or Special Town Meeting.

Section VII, Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave Jury Duty and Disability Insurance.

Section B.

Change "four (4) weeks paid vacation per contract year" to "five (5) weeks paid vacation per contract year."

Section I.

Delete in its entirety.

Section IX, Expenses for Professional Development.

Section C.

Change: "\$3,000 annually" to "\$4,000 annually"

Section X, Dues and Subscriptions.

Change: "\$1,000 annually" to "\$1,500 annually"

DUPLICATE

Section XI, Expenses:


Section B. (As amended by the 1st and 2nd Amendment)

Delete in its entirety.

IN WITNESS WHEREOF, The Town of Fairhaven, Massachusetts, has caused this addendum to be signed and executed in its behalf by its Board of Selectmen and duly attested by its Town Clerk, and the Town Administrator has signed and executed this addendum, both in duplicate.

TOWN OF FAIRHAVEN

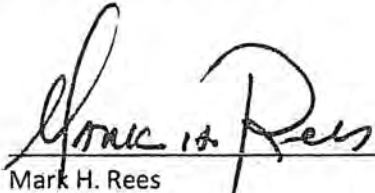
Acting by and through its
Board of Selectmen



Daniel Freitas
Chair, Board of Selectmen

DATE: 10/2/18

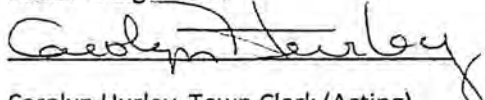
TOWN ADMINISTRATOR



Mark H. Rees

DATE: 10/24/18

Attest to Signature:



Carolyn Hurley, Town Clerk (Acting)

DATE: 10/3/2018

DUPLICATE



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

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

MEMO

Date: March 12, 2020

From: Mark Rees, Town Administrator

To: Town Accountant/Payroll/ Finance Director

Re: Hearing Officer Stipend

Please be advised that as of July 1, 2020 I will no longer be getting the \$2500/yr stipend for being the hearing officer.

Fairhaven Town Administrator Recruitment



HISTORY

Fairhaven, MA (16,000 pop.), is a charming seaside community located on the shore of Massachusetts' Buzzards Bay, approximately one mile from New Bedford, 35 miles east of Providence, R.I., and 50 miles south of Boston. The Town is bordered by the Acushnet River and New Bedford to the west, Mattapoisett to the east, Buzzards Bay to the south, and Acushnet to the north. Fairhaven is a community of homes, commercial development, the marine trades, and industrial companies. The Town, settled in 1653, has a rich history dating back to the days of the Pilgrims. Fairhaven was incorporated in 1812 after separating from New Bedford and grew in prosperity during the whaling days in the 1800s. The Town's most remarkable features are the magnificent European-style public buildings built between 1885 and 1906 by Standard Oil Company executive and millionaire Henry Huttleston Rogers, a native of the Town.

<https://www.fairhaven-ma.gov>

GOVERNMENT

The Town of Fairhaven currently has a three member elected Select Board (increases to five in April 2022) that hires the Town Administrator. The Town has a representative Town Meeting. The Select Board serves as the Town's chief executive, acting through the Town Administrator, who is responsible for the day-to-day operations of town government.

Fairhaven has a number of elected positions, boards, and committees including the Select Board, School Committee, Board of Public Works, Planning Board, Board of Health, Housing Authority, Commissioner of Trust Funds, Town Clerk, Tree Warden, and Town Moderator. Fairhaven has one fire station and police department, one library, and its own school department with two elementary schools, a middle school, and a high school. The Town has an agreement with the Town of Acushnet in which Acushnet high school students can choose to attend Fairhaven High School. Approximately one third of the students at Fairhaven High School are from Acushnet, which is a source of approximately \$2.5 million dollars in annual revenue.

ECONOMIC AND COMMUNITY DEVELOPMENT

Fairhaven is a seaside community with a working waterfront. While retail trade is now the leading segment of the economy, fishing and ship maintenance are still important segments. Acushnet Company, the producer of the Titleist and FootJoy brands of golf equipment, is headquartered in Fairhaven, and there is a burgeoning healthcare-driven job cluster along Route 240. The Town's economic development goals include preserving the financial viability of the working waterfront, maintaining healthy commercial occupancies along Route 6 and other commercial areas, supporting mixed-use projects, encouraging small business incubation and growth, and collaboration with New Bedford and other area towns on workforce training and regional economic development.

The Northeast Maritime Institute, located in the Town Center, is a private college that offers training and education for careers in the maritime industry. Maritime-related business in Fairhaven represents a small but vital industry cluster and it is an important aspect of the Town's legacy and identity. As the Town is largely built-out, future development will need to consist of redevelopment. Nearly 90% of businesses in Town can be considered "small business." Apart from the commercial and industrial areas and three working farms, Fairhaven is a quiet residential community.



FINANCIAL FACTS

FY22 Budget:

Town	\$29,925,787
School	\$24,428,591
Capital	\$2,143,900

Bond Rating:

Standard and Poor's (July 2020)	AA+
Moody's	AA+

FY21 Residential Tax Rate: \$11.29

FY21 Commercial Tax Rate: \$22.53

2021 Tax Classification:

Residential	\$22,949,125	75.33%
Commercial	\$5,699,748	18.71%
Industrial	\$671,240	2.2%
Personal Prop.	\$1,145,460	3.76%

FY22 Revenue by Source:

Tax Levy	\$31,490,171	57.9%
State Aid	\$11,500,000	21.3%
Local Receipts	\$8,333,000	15.3%
Other	\$2,981,207	5.5%

Reserves:

Free Cash	\$1,695,631
Overlay	\$8,836,722

QUESTIONS AND REFERRALS

Should you have any questions regarding this opportunity, or a recommendation of a colleague that may be interested, please contact **Mary Flanders Aicardi**, Human Resources Practice Leader at 508-215-8992.

To learn more about the Collins Center for Public Management and the services provided, please visit www.umb.edu/cpm

OPEN SPACE AND RECREATION

Fairhaven strives to preserve and protect its agricultural resources and landscapes, cultural and historic places, open space, recreational, and forest and marine resources. The Town has a total area of 14.1 square miles and 29.4 miles of shore property as well as significant rural areas, including three working farms. Fairhaven is home to a town beach, a public state beach overlooking Buzzards Bay, two large public parks, many recreational fields and facilities, several recreational marinas, commercial wharves, a yacht club, historical Fort Phoenix and the Rogers buildings, and provides free walking tours of scenic and historic sites. The Fairhaven Recreation Department oversees a variety of youth sports programs, a fitness room, a summer youth program, and school vacation programs as well as adult exercise, wellness, and day trip programs each year.

FINANCES

According to Moody's Fairhaven has a robust financial position, and a strong socioeconomic profile with a sizable tax base. It has a moderate pension liability with an affordable debt burden. The Town is typically conservative with its spending, but strongly supports investing in the upkeep of its historic buildings. Like most municipalities, Fairhaven is facing potential revenue constraints due to the ongoing COVID-19 crisis as well as the overall pressure of increasing costs and infrastructure needs. The Town has made a very successful concerted effort in recent years to seek and apply for grants.

CHALLENGES AND OPPORTUNITIES

Fairhaven's current challenges include the implementation of necessary wastewater treatment plant upgrades which will be funded via the Sewer Enterprise Fund, implementing the recommendations of the Public Facilities Improvement Plan of which the first priority is a Public Safety Facility, enhancing collaboration and unifying Town staff as well as a desire for economic development that will allow the community to retain its rural charm and character.

The Town has benefited from federal stimulus funding programs and has the potential to benefit from additional grant funding in the near future. A critical facet of the Town Administrator position will be to work with department heads and grant consultants and to network with State and Federal officials to maximize the grant funding the town receives. The Town Administrator will also need to oversee management of these funds to ensure that they are spent in the most efficient manner and in the best interest of the taxpayer.

CURRENT PROJECTS

- Approximately \$40+ million for wastewater treatment plant upgrades to be funded through the Sewer Enterprise Fund via sewer user fees. This project is scheduled to begin in 2026.
- A \$1.4 million high school turf field project to be funded with surplus revenue and \$200,000 from the high school's trust fund.



QUALIFICATIONS AND EXPERIENCE The Town seeks applicants who possess a minimum of a Bachelor's degree in public administration, government or a related field and five to seven years of municipal management experience. A Master's degree is preferred. Candidates with an equivalent combination of education, training, certification and related experience are encouraged to apply.

SALARY AND BENEFITS

The salary is anticipated to be \$155K + and successful candidate will receive an attractive compensation package including health and retirement plans, commensurate with qualifications and experience.

Fairhaven values diversity and is an Equal Opportunity Employer and encourages applications from candidates from diverse backgrounds and underrepresented groups.

APPLICATION AND SELECTION PROCESS

Please submit your cover letter and resume detailing your interest and qualifications to the Collins Center recruitment email recruitment.umb@gmail.com.

Please combine all documents into a single PDF file and include your **LAST NAME and FAIRHAVEN** in the subject line. Review of resumes begins **DECEMBER 15, 2021**. Interviews are planned for early January 2022.

POTENTIAL PROJECTS

- Implementation of the \$110 million Public Facilities Improvement Plan of which the first priority is a new public safety facility, expected cost of about \$50 million, which would require a Proposition 2 ½ override.
- Work with the committee to help determine best use of the former Rogers School building.

THE IDEAL CANDIDATE

To serve as the second permanent Town Administrator since this form of local government was enacted in 2014, Fairhaven is seeking a seasoned, collaborative leader with strong financial acumen, who has the ability to unify and make difficult decisions, has strategic vision, excellent communication skills, and experience with economic development and personnel management. The ideal candidate will be:

- A demonstrated and dynamic leader who is forward-thinking, fair-minded and transparent;
- An effective and experienced manager from an environment of similar complexity who has proven strong organizational and professional skills;
- A manager with exceptional financial acumen with a proven record of building balanced budgets that reflect needs while adhering to the Town's financial policies and respecting its limited resources;
- An experienced negotiator of contracts and having served as a Procurement Officer;
- An individual who has human resources, labor and employee relations, and collective bargaining experience;
- Experienced in planning, community development and economic development;
- Knowledgeable of municipal management best practices and ability to implement them;
- Experienced in guiding the development of a shared strategic vision for the community and whose words and actions provide clarity to those they supervise as well as all boards and commissions and the public;
- A leader who can work with state and federal officials closely to further the Town's goals and priorities;
- An individual who understands the value of protecting open space and historic structures;
- Someone who understands coastal resiliency issues and the importance of the blue economy; and
- A person with unquestionable ethics and integrity and committed to the standards for municipal management professionals specified by the International City Management Association (ICMA).



EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. MCCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
Boston, MA 02125-3393
P: 617.287.4824
F: 617.287.5566
mccormack.umb.edu/centers/cpm
collins.center@umb.edu

PROFESSIONAL SERVICE AGREEMENT
Town of Fairhaven, MA
Town Administrator Search

This Professional Service Agreement ("Agreement") is made as of this 30 day August, 2021 ("Effective Date") between the Town of Fairhaven, MA, ("Town"), and the University of Massachusetts ("UMass Boston"), represented by its Edward J. Collins, Jr. Center for Public Management ("Center"), having an address of 100 Morrissey Blvd, Boston, MA 02125-3393 ("the Parties").

The Center has technical expertise, resources, and capacity available to it, and the Town wishes to engage the Center to provide the Town with technical services. UMass Boston has determined that the proposed services to be provided are consistent with its research, economic development, educational, and public service missions.

Therefore, the Parties hereto mutually agree as follows:

1. Professional Services. The Center agrees to provide the professional services described in Exhibit A, which is attached hereto and incorporated herein by reference ("Services"). Trained personnel or sub-consultants of the Center shall render the Professional Services.
2. Term. The Center will use reasonable efforts to provide the Professional Services during the period from the date of this Agreement until June 30, 2022. Unless the parties agree to extend the term in writing, this Agreement shall expire at the end of the term or upon the completion of the Professional Services, whichever shall first occur.
3. Confidentiality/Privacy. The Center shall comply with all applicable state and federal laws and regulations relating to confidentiality and privacy. Notwithstanding the foregoing, the Center as part of the University of Massachusetts, is subject to the provisions of the Massachusetts Public Records Law.
4. Payments. The Town agrees to pay to UMass Boston an all-inclusive fee of \$8,500 for these services. This cost shall include all Center staff time and overhead. The Center will invoice the Town at the conclusion of the project.

The Town agrees to make payments upon receipt of invoice. The Center reserves the right to discontinue work if the Town fails to pay invoices within thirty (30) days of receipt. Payments shall be made to "University of Massachusetts Boston" and shall be sent to:

Edward J. Collins Jr. Center for Public Management
University of Massachusetts Boston
100 Morrissey Blvd.
Boston, MA 02125-3393
Attn: Robert O'Keefe

5. Warranty Disclaimer. The Center shall perform the Services in a professional and workmanlike manner. The Center shall endeavor to perform the Services within the schedule set forth herein but is not liable for failure to meet the schedule. The foregoing warranties are in lieu of all other warranties, express, implied or statutory, including without limitation any implied or express warranties of merchantability, fitness for a particular purpose, or non-infringement of a patent or other intellectual property right.

6. Limitation of Liability. In no event shall UMass Boston be liable for any loss of profits, loss of use, loss of data, cost of cover, indirect, special, exemplary, punitive, incidental or consequential damages of any kind in connection with or arising out of this Agreement or the Services, even if UMass Boston has been advised of the possibility of those damages. Notwithstanding the foregoing, in no event shall its liability arising out of this Agreement or relating to the Services exceed the amounts actually paid.

7. Use of Names. The Town agrees that it will not utilize the name or seal of the University in any advertising promotional material or publicity, without the express written consent of UMass Boston. Reciprocally, UMass Boston will not utilize the name or corporate seal of the Town in any advertising promotional material or publicity, without the express written consent of the Town.

8. Termination. This Agreement may be terminated by either of the Parties upon thirty (30) days written notice of termination to the other. If either of the Parties defaults in the performance of any of its material obligations under this Agreement, then the non-defaulting party may give written notice of the default to the defaulting party. Unless the default is corrected within thirty (30) days after the notice, the notifying party may terminate this Agreement immediately upon written notice. Upon termination of this Agreement by either party, UMass Boston will be reimbursed for all costs and non-cancelable commitments incurred in performance of the Professional Services prior to the date of termination in any amount not to exceed the total commitment set forth in Section 4 of this Agreement. Provided, however, that if professional services are not complete, then UMass Boston will return any pro rata share of payment to the Town not otherwise expended, to the extent permissible.

9. Survival. The obligations of the parties under Sections 3, 4, 5, 6, 7, 8, and 9 survive termination of this Agreement.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to constitute the Center or UMass Boston as a partner, joint venture, employee, or agent of the Town, nor shall either party have the authority to bind the other in any respect, it being intended that each shall remain responsible for its own actions.

11. Governing Law. This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to any choice of law rules. The Parties agree to exclusive jurisdiction and venue in the Massachusetts Superior Court in Suffolk County.

12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Services, supersedes all prior oral and written agreements with respect to the subject matter, and can be modified only by a written instrument signed by both of the Parties which references this Agreement.

UMass Boston and the Town have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Town

BY: Wendy L. Graves

NAME: Wendy L. Graves

TITLE: Acting Town Administrator

UMass Boston

BY: Michael Ward
Michael Ward, Director

DocuSigned by:
BY: Shala Bonyun
2E0A674F71C141B
Shala Bonyun, Associate Director of ORSP

MUNICIPALITY	ANNUAL SALARY 7/1/21	ANNUAL SALARY 7/1/22	ANNUAL SALARY 7/1/23	% AMOUNT CONTRIBUTED TO DEFERRED COMP	CAR ALLOWANCE	PHONE ALLOWANCE	OTHER MONETARY	DESCRIBE OTHER MONETARY	WEEKS OF VACATION
Achushnet	\$124,440.00	\$126,928.80			car provided, gas, tolls, parking	cell, computer,printer, software provided	pay for professional development	\$4300 Annually for doing Director of Fin.	4 weeks
Lakeville	\$155,000.00	\$159,650.00	\$164,439.50	Yr 1-5% of base Yr-2 5.5% of base Yr 3-6% of base	\$4800-yrly \$400monthly allowance	no mention	expenses paid for business parking, fees, ordinary expenses		4 weeks
Marion	\$132,600.00	\$135,252.00	\$137,957.00		Travel expenses, tolls, parking fees, miles	Town pays for cellphone with internet and text			Yr 1,2 &3-5wks Yr 4 +5=6wks
Middleborough	\$152,000.00				Car provided		\$3500-fees, subscriptions		15 days
Wareham	\$174,250.00	\$178,606.25		4% of base salary	no mention	no mention	\$3500-memberships, fees		25 days
Westport	\$145,000.00	\$147,900.00	\$150,858.00		reimbursed for use of personal auto @rate for other employees	reimbursed \$50 a month			5 weeks
East Bridgewater	prorated	\$155,000.00	\$160,000.00		reimbursed for miles, tolls, parking, gas	cell phone and laptop provided			5 weeks
Dartmouth	\$185,000.00	\$189,655.00	\$194,395.62		provide vehicle for work only.	Provided cellphone	laptop provided	\$1500- fees, memberships	4 weeks
Freetown	interim								

Martha Reed

[REDACTED]
New Bedford, MA 02740
[REDACTED]

December 6, 2021

Wendy Graves
Town Administrator
Town of Fairhaven
40 Center Street
Fairhaven, MA 02719

RE: Council on Aging Director Job Position

Dear Ms. Graves:

I was excited to see the Council on Aging Director Position on the Town's website. My skills, education, and experience make me the ideal choice for this position.

I have spent the last thirty years working directly with the elderly population in various capacities. As you will see on my resume, I have experience with supportive services, property management of elderly/disabled housing, as well as extensive grant writing and project oversight. I am passionate about the care and well-being of elders, and feel I would bring many unique talents and skills sets necessary to successfully execute the duties outlined in the job description. I have built a comprehensive network of knowledge and connections to draw upon as the Council on Aging Director.

I am aware of the stellar reputation that the Fairhaven Council on Aging has built over time. I feel that my high standards and expectations will continue to add value to the Center. I am confident that I can collaborate and lead the staff and volunteers already in place at the center with a seamless transition.

Enclosed is my resume and letters of reference for your consideration. Thank you for your time. I look forward to hearing from you.

Sincerely,



Martha Reed

RECEIVED
2021 DEC - 7 A 9:59
BOARD OF SELECTMAN
FAIRHAVEN, MA

Martha Reed

[REDACTED]
New Bedford, MA 02740

Email: [REDACTED]

BOARD OF SELECTMAN
FALL RIVER, MA

2021 DEC - 7 A 9:59

RECEIVED

Education:

- 2022 Pending-Masters of Science-Management-Eastern Nazarene College, Quincy, MA
- 2003 Bachelor of Arts-Management-Eastern Nazarene College, Quincy, MA
- 1989 High School Diploma-Bishop Stang High School, North Dartmouth, MA

Work Experience

9/2008-Present:

**Grants & Compliance Coordinator
Catholic Social Services of Fall River, Inc.
Fall River, MA**

- Identify, develop, oversee and preparation of grants that fund programs and services at federal, state, local and private foundation levels for multiple social service and housing programs, including HUD Continuum of Care programs, HUD Emergency Solutions Grant Program, and Commonwealth of Massachusetts procurements.
- Responsible for researching grant opportunities based on agency and community need.
- Prepare proposals and budgets.
- Develop and maintain relationships with prospective and current grant funders.
- Preparation and submission of reports in compliance with grant or funding contracts.
- Prepare and maintain agency data and statistics.

Parish & Community Outreach Coordinator 6/2021 to present

- Respond to unmet, unique, and urgent needs of parishes and communities of the Fall River Diocese with creative solutions and suggestions to the challenges presented.
- Participate on regional disaster response committees, as needed during times of local emergencies, such as multi-family fires and COVID-19, to help formulate appropriate responses, and resources needed to address the emerging crisis.
- Attend parish and community meetings to respond to specific topics, issues, or present information on requested topics, such as housing, homelessness, and disability issues
- Catholic Guild for the Blind-moderate and convene monthly meetings and social activities.

Diocesan Director Catholic Campaign for Human Development 7/2019 to present

- Responsible for oversight of two national grantees in the Fall River Diocese.
- Reviewing annual grant applications received from organization applying for funding from the United States Conference of Catholic Bishops.
- Monitoring compliance of grantees with local, regional, and national priorities on helping break the cycle of poverty at a grassroots level to low-income 501c3 organizations.

Coordinator of Property Management 9/2008-12/2015

- Oversight of affordable rental housing programs under Community Action for Better Housing's portfolio that was managed by Catholic Social Services, including St. Dominic's Apartments for the elderly in Fall River, MA.

12/1995-6/2008

**Director of Property Management
Nebel Management Corp.
Fall River, MA**

- Oversight of all day-to-day activities of 4 HUD Section 8 Elderly/Disabled Subsidized Housing Complexes in Fall River, New Bedford and Worcester, MA as well as the daily operations of the management company.
- Negotiation and oversight of contracts, leases and governmental compliance regarding all aspects of site management.
- Supervision and oversight of facilities management and administrative staffs of all projects.
- Rent collection, accounting, and preparation of budgets and financial statements for all projects in portfolio.
- Grant writing, management and compliance oversight for United States Department of Housing and Urban Development's Service Coordinator in Multifamily Housing grants.

- Preparation and completion of Section 8 Contract Renewals in accordance with Office of Affordable Housing Preservation Mark to Market guidelines, as well as monitoring and management of Construction Rehab Escrows in compliance with HUD's directives and guidelines.
- Tenant mediation and conflict resolution.
- Evictions and small claims court actions

**8/1995-11/1995 Resident Service Coordinator
Winn Management Corp.
Medford, MA**

- Liaison between elderly and disabled tenants, management and community service agencies in lease compliance matters, including eviction and mediation.
- Liaison between elderly and disabled tenants and service agencies so that tenants could maintain basic living standards and remain independent in their apartments.
- Community outreach and tenancy preservation specialist

**4/1992-7/1995 Property Manager
Winn Management Corp. Boston, MA**

- Leasing and Management of Luxury Apartments in Boston and Southeastern Massachusetts.
- Oversight of Facilities Management and Administrative Staff.
- Rent Collection and Accounting for my immediate portfolio.
- Sale and disposition of 220 unit building and change of ownership
- Oversight and Documentation of Large Scale Clean-up of HVAC Cooling Tower System with Center for Disease Control in response to Legionnaires Outbreak

Professional Affiliations, Credentials, Committees, and Trainings

- Certified Professional of Occupancy (CPO™)-National Affordable Housing Management Association
- 504 Reasonable Accommodations Coordinator-National Affordable Housing Management Association
- Catholic Charities USA-Applied Institute for Disaster Preparedness and Response
- Catholic Charities USA-Catholic Leadership Institute
- FEMA-Barnstable and Bristol County, Emergency Food and Shelter Program Board
- Bristol Elder Services-Age/Dementia Friendly Fall River Project-Committee Member
- New Bedford Continuum of Care-Homeless Management Information System Data Steering Committee-Chairperson
- Greater Bristol County Continuum of Care- Homeless Management Information System Data Steering Committee-Chairperson
- Fall River Continuum of Care- Homeless Management Information System Co-Leader
- HUD Certified Housing Counselor



PowerOptions Contract Renewal

Whitney McClees <wmcclees@fairhaven-ma.gov>

Tue, Feb 1, 2022 at 1:21 PM

To: Bob Espindola <selectmanbobespindola@gmail.com>, Wendy Graves <wgraves@fairhaven-ma.gov>

Cc: Vicki Paquette <vloliveira@fairhaven-ma.gov>

Good afternoon, Bob and Wendy,

Our PowerOptions contract is up in December 2022. PowerOptions is reaching out to their members proactively with renewal contract pricing to protect members from what is a very expensive market. Eversource's current basic service price of \$.14732/KWh, whereas our current contract with PowerOptions is \$0.0955/KWh.

PowerOptions reached out with the attached information regarding contract renewal pricing and length of contract. They noted:

"What is happening in the market in 2022 is being reflected in wholesale energy prices in 2023 (slide 10). The outlook for the winter if 2022-2023 is that supply will be tight and that LNG exports will remain strong especially in Europe in part because Europe did not meet its storage goals for the winter 2021-2022. In addition, the tension with Russia makes the supply situation as we view it now creating high prices next year.

All of this means that LNG will only be available to New England at very high prices which put upward pressure on natural gas transportation.

Notably these supply issues seem much more muted in 2024 and 2025.

So in bullet form :

- The winter supply situation shown in the Cal 2022 wholesale power prices is reflected in the Cal 2023 wholesale power prices.
- If the market gets worse and as time moves on Cal 2023 and Cal 2024 will also be affected. "

I've attached the slide deck with information on pricing changes between last week and this week. There is currently a lot of market volatility due to both cold weather and concerns about Ukraine. PowerOptions recommends that we be ready to act quickly. If the weather outlook changes, it could reduce the prices again, so they recommend waiting but being ready to act swiftly if the price drops.

I believe in approving becoming members of PowerOptions, the Selectboard authorized Mark to handle the details of signing off on the current contract. How would you like to proceed with contract renewal?

Best,
Whitney

Whitney McClees

Conservation Agent and Sustainability Coordinator

Town of Fairhaven

40 Center Street

Fairhaven, MA 02719

508-979-4022 ext. 128

she/her/hers





Re: MEMA Hazard Mitigation Grant Statement of Interest

1 message

Bob Espindola <selectmanbobespindola@gmail.com>

Mon, Jan 24, 2022 at 10:42 AM

To: Whitney McClees <wmcclees@fairhaven-ma.gov>

Cc: Vicki Paquette <vloliveira@fairhaven-ma.gov>, Wendy Graves <wgraves@fairhaven-ma.gov>

Great,

Thanks. I always prefer for the Board to weigh in when possible, vs acting on behalf of the Board.

Adding Vickie and asking this to be placed on our agenda for February 7th.

Thanks,

Bob

On Mon, Jan 24, 2022 at 10:28 AM Whitney McClees <wmcclees@fairhaven-ma.gov> wrote:

Bob,

There isn't a formal deadline, so if you'd like to wait until the next Selectboard meeting to discuss it, that would be fine. The SOI will allow MEMA to give us feedback on a formal application to assist with updating our Hazard Mitigation Plan (it's due for update by June 2023).

Best,
Whitney

Whitney McClees

Conservation Agent and Sustainability Coordinator

Town of Fairhaven

40 Center Street

Fairhaven, MA 02719

508-979-4022 ext. 128

she/her/hers

On Mon, Jan 24, 2022 at 10:17 AM Bob Espindola <selectmanbobespindola@gmail.com> wrote:

Whitney,

What is the deadline for this application? Can it wait until our next Select Board meeting for an official endorsement of our Board?

If not, I would ask Wendy to bring it up during her TA report tonight and ask the Board if we have any problem with moving forward with the application.

OK?

Thanks,

Bob

On Mon, Jan 24, 2022 at 9:57 AM Whitney McClees <wmclees@fairhaven-ma.gov> wrote:

Hi Bob,

I am working with Punchard Consulting, who assisted the town with several of our recent planning efforts, to submit a Statement of Interest to MEMA for inclusion in their Hazard Mitigation Plan update grant. Right now, it is just a statement of interest to be included in MEMA's application to FEMA and no commitment of funds or other Town resources at this time. One of the questions on the statement of interest form is "Has the Chief Elected or Appointed Official of Jurisdiction Approved this project application?", with answer options of yes, no, and I don't know.

I have attached the draft SOI Punchard Consulting prepared for your review (answers in blue). Please let me know if I can select yes in answer to the project application approval question.

Best,
Whitney

Whitney McClees

Conservation Agent and Sustainability Coordinator

Town of Fairhaven

40 Center Street

Fairhaven, MA 02719

508-979-4022 ext. 128

she/her/hers



Wendy Graves
Interim Town Administrator

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

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

MEMORANDUM

TO: Select Board
FROM: Wendy Graves, Interim Town Administrator *WLG*
DATE: February 3, 2022
RE: FY23 Goals and Objectives
CC: Mark Rees, Special Projects Coordinator

As discussed at the Select Board's FY23 Goals/objectives workshop meeting held on January 22, 2022, we would circulate the draft Goals and Objectives statement to Department Directors with a request that they inform us of "any comments, questions or concerns" they may have with the document. As of the deadline for responding to that request, we had received only one response from Recreation Director Warren Rensehausen, copy of which is attached. We have incorporated his suggestion in to the updated version of the FY23 Goals/objectives statement, copy of which is also attached.

At your meeting on February 7, 2020, I am recommending that the Board formally adopt the updated version of the Select Boards FY23 Goals and Objectives document. Upon your adoption of the document the following next steps will be in order.

- 1) Incorporate the policy directives contained in the FY23 Goals and Objectives into the Town Administrators FY23 Operating Budget and FY23-28 Capital Budget but only to the extent that the they are consistent with the Town's Financial Policies.
- 2) Request that Department Directors develop written implementation plans for each of the objectives assigned to their department.

I would like to thank the Select Board for your hard work in developing and agreeing to these Goals and Objectives. Your guidance contained in this document is critical to moving the town forward.



Town of Fairhaven

Select Board

FY23 Policy Goals with Objectives

Adopted:_____

Goal 1: Human Resources Improvements

To strengthen the Town's Human Resources operation in ways that will enhance employee productivity, create an atmosphere of mutual respect and team work, develop an equitable and competitive compensation and benefits plan, and foster employee accountability for job performance.

FY23 Objectives:

A) Present Personnel Rules and Regulations for Select Board approval from which an Employee Hand book will be written. All town employees will be provided training on these new personnel documents. (TA/HR)

B) Continue to work with Department Directors on developing succession and cross training plans for key employees: (TA/HR)

C) Revamp the Employee Health Insurance program to incentive healthy living or all town employees, retirees and dependents. (TA/HR)

D) With policy guidance of the Select Board, negotiate collective bargaining agreements with Police/Fire/Clerical Unions. With assistance of the BPW negotiate contracts with Highway/Sewer/Water Unions. All contracts are due to expire on June 30, 2022(TA/HR)

E) Continue to develop written regulations for eligibility to the town's benefits program (Health, Dental and Life Ins) for both active and retired employees and their spouses/dependents. (TA/HR)

F) Ensure that the functions of human resources department are fully put into place consistent with town bylaws. (TA)

G) Develop a training program for employees and volunteers on conflict of interest, sexual harassment, cyber security, official communications, and other laws, policies and regulations as appropriate and necessary. (HR)

Goal 2: Town Committees Collaboration

Recognizing that volunteers, both elected and appointed, play an integral part in improving Town government and enhancing civic engagement establish methods and practices that will enhance collaboration and coordination between various boards, improve interaction with the public, and provide educational resources to ensure compliance with applicable federal, state and local laws and regulations.

FY23 Objectives:

- A) Update current Committee Handbook to reflect the most up to date information, laws policies, and regulations and ensure distribution and acknowledgement to current and new members of town committees/boards/commissions. (TA)
- B) As part of the annual committee report submission process include a questionnaire requesting information as to adequacy of resources, opportunities for collaboration and future projects/work plans (TA)
- C) Continue to improve that effectiveness of Board of Selectmen committees by ensuring that they have written direction as to their purpose, type of membership and term. Meet at least annually with committee chairs to discuss status of committees' mission and work (SB/TA)
- D) Develop a policy regarding attendance at meetings by members of committees appointed by the Select Board including provisions for alternative members and limitations on serving on multiple committees (SB/TA)
- E) Promote training opportunities to town committee members and staff to become informed on laws/regulations/policies and best practices in committees' areas of responsibility. Encourage achievement of relevant certifications and licenses. (SB/TA)

Goal 3: Inter and Intra Governmental Cooperation

Identify and advance opportunities for cooperation between Town departments, Fairhaven Public Schools, neighboring municipalities, non-profit organizations and regional governments as ways to improve services and reduce costs.

FY23 Objectives:

- A) Complete Indirect Cost Allocation Agreement with Fairhaven Public Schools (TA/Finance)
- B) Study the feasibility and necessity of a Revenue Sharing Agreement with Fairhaven Public Schools (TA/Finance)
- C) Pursuant to the Memorandum of Understanding on Cable Access Television with Fairhaven Public Schools and Town of Fairhaven, document necessary current and projected expenses for the purpose of ascertaining the appropriate distribution of franchise fees between the Schools and the Town. (TA/Finance)
- D) Review possible ways that the town and school building maintenance can be made more efficient and effective, by applying for Community Compact Grant to study feasibility of establishing a consolidated facility management operation. (TA/BPW/Schools)
- E) Determine the feasibility of establishing a regional Police/Fire 911 Public Safety Answering Point (PSAP) (Police)
- F) Implement an integrated Town wide GIS system that is user friendly and can combine all department's numerous layers (Building/ IT/ involved Departments)

G) Consistent with state regulations, develop and implement a program of electronic scanning of paper records (or eliminate as appropriate) with the intent to create virtual Town Hall, free up office space and reduce fire risks (Building/Town Clerk)

Goal 4: Financial Sustainability

Establish long term financial sustainability for the Town by adherence to approved financial policies regarding reserve levels, balanced budgets and capital financing, financial forecasting, controlling fixed costs (pension, OPEB, Health Insurance) and augmenting revenues (tax base expansion, grants, user fees).

FY23 Objectives:

A) Department Directors shall annually report on their work to identify and apply for grants that would benefit their departments.

B) Develop a monthly Executive Summary Report of Key Financial Indicators available to the Select Board, Finance committee and the public. (Finance)

C) Construct an informational tool ("calculator") that provides tax payers with graphic information as to what services and functions their tax dollars are being allocated to. (TA/ Finance)

D) Continue to implement best practices for cash management at department level with an emphasis on improving customer service and internal controls. (Finance)

E) Implement requirements of new Other Post-Employment Benefits (OPEB) bylaw. (Finance)

F) Determine the appropriate time period for issuing an RFP for audit services (SB/TA)

G) Develop and implement a comprehensive plan for the use of state and federal covid relief funds consistent with regulations. (TA)

H) Review town's financial policies in consultation with DOR, Auditors and Financial Advisor. (TA/Finance)

I) As part of the FY23 operating budget process review the adequacy of department staffing levels to ensure department mission is accomplished and to leverage grant opportunities. (TA)

Goal 5: Economic Development

Diversify and expand the Town's property tax base by implementing strategies and programs consistent with the Town's Masterplan that will help existing businesses and industries grow and make Fairhaven an attractive place for new businesses and industries to locate within the town. Included in this goal is the redevelopment of underutilized commercial properties along the various retail corridors in Town and the Atlas Tack property.

FY23 Objectives:

A) Complete final design of Phase V, Harbor Dredging Project and complete construction of CAD cell by fall of 2023. (Harbormaster)

B) Present the Property Assessed Clean Energy (PACE) program to the Select Board for approvals. (Planning and Ec. Dev.)

C) Objective: Review/Study tax classification shift (split tax rate) (SB/TA/Assessors)

D) Develop a written strategy including measureable outcomes to redevelop, in a manner consistent with the Town's Master plan, the Atlas Tack Property and the former Park Motors property. (Planning & Econ. Dev.)

E) Create new land use regulations and take other actions consistent with the Town's Master Plan to guide sustainable economic development and build new capacity for growth in appropriate areas. (Planning and Ec. Dev.)

Goal 6: Health Welfare and Safety of Town Residents

A primary responsibility for local government is to promote and ensure the health, welfare and safety of its residents. This is done by providing a variety of services and programs that address public health and safety concerns in a coordinated manner between town departments and between local, state and federal agencies.

FY23 Objectives:

A) Continue to Revise and Improve the Town's Emergency Management Response Plan including training town employees in NIMS incident command protocols. (Fire)

B) Determine the feasibility of having a "pet friendly" emergency shelter. (Recreation)

C) Establish neighborhood resilience hubs/networks (Fire)

D) Re-establish the Local Emergency Response Committee (Fire)

E) Continue to update existing fire program software to include pre-fire planning and hazard assessments. (Fire)

F) Continue to develop protocols and procedures to provide effective and up to date security against cyber threats. (Information Technology)

G) Request the state to install traffic control signals at the intersection of Alden Road and Route 6 (SB/Police)

H) Expand on efforts to recruit volunteers for Emergency Management. Provide training for logistical support and shelter operations to new volunteers (Fire)

I) Continue with COVID response and testing as needed. Continue to work and prepare for future pandemics. (Fire)

J) Begin construction to upgrade main Sewer Treatment Plant at Arsene Street to reduce nitrogen levels discharged from the plant in compliance with an EPA consent order including ancillary requirements such as moving the recycling operations. (BPW)

K) Enhance/expand recreational opportunities for town residents including effective messaging to the public to promote these activities. (Recreation)

Goal 7: Civic Engagement

Recognizing that what makes a municipality a community is the degree of civic engagement by its residents, implement methods and programs to improve communication and involvement between the Town government and residents with a focus of volunteer recruitment, transparency of information, timely response to citizen concerns, and use of modern communication technology, including public access television and social media.

FY23 Objectives:

A) Develop and Implement a standardized reporting system where by Departments report regularly on their activities to the Town Administrator which is then presented to the Board of Selectmen and posted on the Towns Website. (TA)

B) Promote expanded programming by volunteers and community organization on the Public Access Channel (Community TV)

C) Develop ways and means, including review of town bylaws and best practices to effectively enforce town bylaws governing zoning violations, sign regulations, dog behavior, littering, excessive noise etc. Building/Police/TA)

D) Study the pros and cons of creating a non-profit organization to operate the Town's Government and Public Access Channels. (Cable Advisory Committee)

E) Produce Public Service Announcement (PSA) and Frequently Asked Questions (FAQ) videos for town departments to assist them in their public messaging efforts. (Community Television)

F) Study feasibility of implementing civic engagement software that will allow town residents to easily and effectively communicate with the town to access services, register concerns and become informed on governmental activities. (TA)

Goal 8: Long Term Planning

There are number of dynamic changes that will be impacting Fairhaven now and into the future, including the condition of the town's aging infrastructure, sea-level rising, community demographics, energy consumption, and federal/state environmental regulations. To begin addressing these matters, an emphasis must be placed on long-term planning, including work on the Town's Master Plan, Hazard Mitigation Plan, Open Space and Recreation Plan and Capital Improvement Plan.

FY23 Objectives:

A) Expend an action grant of \$516,000 through the Complete Street Program to begin the infrastructure modifications necessary to advance the objectives of the program. (BPW/Planning & Ec. Dev.)

B) Begin implementation of the Facility Improvement Plan by commencing the planning and preparation for the construction of a new Public Safety Complex and reviewing other aspects of the Facilities Improvement Plan to see if modifications are necessary due to changing circumstances. (Police/Fire/TA/SB)

C) Re-establish the Open Space and Recreation Committee and develop a web based inventory of conservation, recreation and open space assets. (Recreation/Planning & Ec. Dev/Conservation & Sustainability)

D) Monitor progress and provide assistance, as necessary, for the rehabilitation and re-purposing of the Rogers School properties. (SB/Planning and Ec. Dev.)

E) Promote flood risk education and awareness including possible mitigation measures to residents and businesses who may be at risk of flooding. (Building/Conservation & Sustainability)

F) Ensure that the town continue to maintain Green Community Status so as to continue to be eligible to apply for additional energy saving grants (Conservation & Sustainability)

G) Develop a 40 R Overlay Bylaw that guides sustainable economic development and builds new capacity for growth in appropriate areas through new zoning which will allow for higher density residential above commercial. This objective would also explore using other planning tools such as Transient Orientated Development (TOD), Transfer of Development Rights (TDR) and Form Based Codes. (Planning and Economic Development)

H) Conduct a comprehensive Street Tree inventory and develop an Urban Management Plan and local Public Tree Bylaw. Development of the inventory and plan will add to the local bylaw, help develop a tree care manual, enable better decision making and preserve historic trees as long as possible and potentially lead to a full time certified arborist position and designation as a Tree City USA (Planning and Ec. Dev.)

I) Update the Hazard Mitigation Plan which is due to be updated in 2023. Apply for grants as appropriate (Conservation & Sustainability/ Planning and Ec. Dev.)

J) Review Capital Planning Committee bylaw in regards to membership composition and project review process. (SB/TA)

GOAL 9: Improve Municipal Services:

The Town is in the business of delivering services to residents and businesses and, as such, departments should continually strive to improve municipal services in the most, consumer friendly, efficient and effective manner possible.

FY23 Objectives

A) Assess/Repair Sidewalks on Walnut and William Streets (BPW)

B) Continue to improve access and facilities at Livesey Park and Town Beach by revamping the skate park, construct pickle ball courts, and install handicap accessible mats at Town beach. (BPW)

C) Develop intergenerational programs in the areas of photography, dining, recreation and student interaction with elders. COA/Recreation

D) Determine most suitable site for a dog park and apply for grant funding for construction. (TA)

E) Continue to expand the use of the land use permitting software to include Conservation/Sustainability and the Harbormaster's mooring software by the end of FY22. Request funding for ZBA component in the FY23 Budget. (Building/Conservation/Harbormaster)

F) Provide sufficient resources for the BPW to enhance and improve the attractiveness of the Town through street scape improvements including weed control, welcoming signs and flowers/shrubs. (BPW)

G) Develop an implementation strategy starting with approval of municipal light plant legislation, to advance the building of a municipally owned fiber optic utility for residents and businesses. SB

H) Proceed with the West Island dredging project now that the feasibility study is complete. Apply for grants as appropriate. (Harbormaster)

I) Begin planning for reconstruction of Union Wharf's North Side, Apply for grants as appropriate (Harbormaster)

J) Purchase and install a fiber optic based town/school telephone system that will significantly improve reliability and standardize telephone services throughout the town, subject to CIP funding approval (information Technology)

K) Address historical signage/markings in town by replacing outdated sign in front of town hall and installing monument and/or signage recognizing Herman Melville's departure on the Whaling Ship Acushnet from Fairhaven. (Historical Commission)



E5

Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Agenda item for February 7th Meeting

1 message

Bob Espindola <selectmanbobespindola@gmail.com>

Thu, Jan 27, 2022 at 7:27 PM

To: Wendy Graves <wgraves@fairhaven-ma.gov>, Vicki Paquette <vloliveira@fairhaven-ma.gov>, Stasia Powers <spowers@fairhaven-ma.gov>, Keith Silvia <ksilvia@fairhaven-ma.gov>, Paul Foley <pfoley@fairhaven-ma.gov>, Vincent Furtado <vfurtado@fairhaven-ma.gov>

Wendy and Vicki,

As a follow up to one of our Goal Setting sessions - Goal 2, Objective C, I would like to ask you to place on the February 7th Agenda the following item.

"Discuss formation of an Open Space and Recreation Planning Committee"

In the packet, please include the attached links for reference (but not the entire documents).

If you have any questions, please let me know.

Thank you.

Bob

https://www.fairhaven-ma.gov/sites/g/files/vyhli7541/f/uploads/1_final_report_combined_web.pdf

https://www.fairhaven-ma.gov/sites/g/files/vyhli7541/f/pages/fairhaven_2040_master_plan_full_draft_version_3.0_030918_final_reduced_for_emailing.pdf

https://www.fairhaven-ma.gov/sites/g/files/vyhli7541/f/uploads/osr_plan_workbook.pdf



FY23 Select Board Goals with objectives update-DRAFT (1).docx

33K

RIVERSIDE CEMETERY, INC.

274 Main Street, Fairhaven, Massachusetts 02719

Telephone: 508-999-6978

Fax: 508-999-6964

RECEIVED

2022 JAN 26 A 11:01

RIVERSIDE CEMETERY

NASKATUCKET CEMETERY

RIVERSIDE CREMATORY

January 22, 2022

Mr. Robert J. Espindola
 Chairman, Select Board
 Fairhaven Town Hall
 40 Center Street
 Fairhaven, Mass. 02719

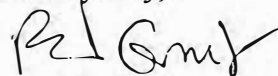
Dear Mr. Espindola,

The trustees of the Riverside Cemetery remain deeply grateful for the kindness of the Select Board and the Town of Fairhaven in permitting the use of the auditorium at Town Hall for our Fall trustees meeting on Saturday November 20th. The meeting was a success. The ability to use this superb room contributed to that.

This letter is a respectful request to the Select Board to permit Riverside to use the auditorium for its annual meeting of proprietors (meeting of the nonprofit corporation established in 1850) and the meeting of trustees which is held thereafter, which are scheduled for Saturday morning, April 30, 2022. Riverside's trustees and its constituency are not young and finding a facility large enough to permit safe socially distanced gatherings during the period of the pandemic has been a major challenge. Riverside had resorted to holding meetings outdoors, which sometimes went well and sometimes did not. The auditorium is not only ideally suited for the distancing desirable for our meetings, but it is itself a place of heritage which serves to remind us all of the extraordinary community that the Riverside Cemetery and its sister Nasketucket Cemetery serve.

It is our hope that the Select Board will approve the use by Riverside Cemetery of the auditorium at Town Hall for its annual meeting of proprietors and the meeting of trustees which is held thereafter on the morning of Saturday, April 30, 2022. Your kind consideration is greatly appreciated.

Yours very truly,



Frederic Delano Grant, Jr., President

Frederic D. Grant, Jr., as President
 of Riverside Cemetery Corp.
 P.O. Box 1127





Town of Fairhaven

Board of Health

Town Hall • 40 Center Street • Fairhaven, MA 02719
Telephone: (508) 979-4023 ext. 125 • Fax: (508) 979-4079

Michael Ristuccia, Chair
Peter DeTerra, Vice-Chair
Kevin Gallagher, Clerk
David D. Flaherty Jr, RS, Health Agent

MEMO

DATE: February 4, 2022

TO: Fairhaven's Select Board

FROM: David D. Flaherty Jr., RS
Fairhaven's Health Agent

RE: Masking Policy for Municipal Buildings

Dear Chairman Espindola,

Fairhaven's Select Board has maintained a policy of mandating shields or masks for visitors and staff at all Fairhaven municipal buildings. This policy has been an integral aspect to attempting reduction of cases and positivity for COVID-19 virus occurrence in Fairhaven. Since last week the Town of Fairhaven has moved down from 18.09% positivity to 14.02%; our total case count in the last two weeks has moved down from 399 to 275. Bristol County's and the Commonwealth's COVID data are trending in a satisfactory manner and is encouraging. In light of this data, I would suggest that your Board consider maintaining the policy of a "Mask Mandate" for all municipal buildings. We are not out of the woods yet but data shows improvement. I will be involved with Public Service Announcements to help the citizens of Fairhaven better understand what these numbers mean and how they can better protect themselves. Good social distancing, masks and vaccinations will be the ways we end this pandemic.

Hopefully I will be sharing improving statistics in the coming weeks.

Sincerely,

David D. Flaherty Jr., RS
Health Agent

Cc: BOH



Wendy Graves <wgraves@fairhaven-ma.gov>

Dangerous Intersection in Fairhaven (Alden Road and Route 6)

4 messages

Bob Espindola <selectmanbobespindola@gmail.com>

Thu, Feb 3, 2022 at 11:25 AM

To: Barbara Lachance <barbara.lachance@state.ma.us>

Cc: Lisa Estrela <lestrela@srpedd.org>, Jackie Jones <jjones@srpedd.org>, Paul Mission <pmission@srpedd.org>, Wendy Graves <wgraves@fairhaven-ma.gov>, Vicki Paquette <vloliveira@fairhaven-ma.gov>, Paul Foley <pfoley@fairhaven-ma.gov>, Michael Myers <chief@fairhavenpolice.org>, Vincent Furtado <vfurtado@fairhaven-ma.gov>, Gregory Guertin <gguertin@srpedd.org>

Good morning Ms. Lachance,

I was referred to you by Lisa Estrela-Pedro at SRPEDD.

She recommended reaching out to you as bicycle and pedestrian coordinator at MassDOT District 5 to explain concerns we have in Fairhaven regarding the intersection of Alden Road and Route 6.

I believe this intersection is the busiest intersection in Fairhaven and it stands as the only major intersection along route 6 in Fairhaven that does not have traffic signal pedestrian push buttons.

The traffic pattern and volume at this intersection create an environment that is very dangerous for crossing.

I can tell you I have witnessed first hand, many times when people attempting to cross the four lane road will choose not to do so at the crosswalk due to the dangerousness of the traffic pattern there. Instead, they walk a distance away from the intersection and cross 50 yards or so down the road, crossing two lanes at a time. They stand in the median at the halfway point and then cross the other two lanes, traffic permitting.

Not long ago, we had a fatality in Fairhaven where a pedestrian was attempting to cross route 6 at a location west of the intersection. We will never know if this tragedy could have been avoided had traffic signal pedestrian push buttons been in place but I am certain that many other near misses could be avoided if improvements are made at this intersection and my hope is to make changes to prevent unnecessary tragedy in the future.

A spotlight is shown on this problem each year during the election season when, for weeks on end, people congregate on Saturday morning at the intersection (because it is the busiest in Town) holding signs to support their candidates. This is a time when this problem is illustrated very clearly, unfortunately. It is, quite honestly, a scary sight to witness people attempting to cross the intersection, carrying signs, sometimes with children in tow while cars and trucks having to pause their pass through the intersection, honking their horns out of frustration, etc.

There is obvious confusion by pedestrians attempting to cross and not knowing the right time to do so because of the traffic pattern and light signal timing and lack of traffic signal pedestrian push buttons.

We would like to understand what the best course of action is for the Town of Fairhaven to initiate a formal request for Mass DOT to conduct a study, engineering, design in hopes to get to a project approval and construction as soon as possible.

If you could reply with a recommended course of action that would be greatly appreciated.

If you think a conference call to discuss would be a good starting point, please let us know when would be a good time for that.

Thank you.

Bob Espindola
Chairmen
Select Board
Town of Fairhaven
Cell (774) 263-1046

Barbara Lachance - barbara.lachance@state.ma.us, 1-857-368-5080

Hope this helps.

Happy Holidays!

Lisa

Lisa Estrela-Pedro
Assistant Director of Transportation Planning

Southeastern Regional Planning & Economic Development District
88 Broadway Taunton, MA 02780
Phone: 508-824-1367 ext. 236 | Dial 711 to use MassRelay | Fax: 508-823-1803
lestrela@srpedd.org | www.srpedd.org

Michael Myers <michael.myers@fairhavenpolice.org>

Thu, Feb 3, 2022 at 11:31 AM

To: Bob Espindola <selectmanbobespindola@gmail.com>

Cc: Barbara Lachance <barbara.lachance@state.ma.us>, Lisa Estrela <lestrela@srpedd.org>, Jackie Jones <jjones@srpedd.org>, Paul Mission <pmission@srpedd.org>, Wendy Graves <wgraves@fairhaven-ma.gov>, Vicki Paquette <vloliveira@fairhaven-ma.gov>, Paul Foley <pfoley@fairhaven-ma.gov>, Michael Myers <chief@fairhavenpolice.org>, Vincent Furtado <vfurtado@fairhaven-ma.gov>, Gregory Guertin <gguertin@srpedd.org>

Ms. Lachance,

I would like to fully echo Selectman Espindola's concerns. The issue was brought up several years ago when the State was redoing the roadway and we were advised then that this would be addressed. However the project was hastily finished and the controls were never put in. Any assistance would be greatly appreciated. Thank you.

Michael J. Myers
Chief of Police
Fairhaven Police Department
1 Bryant Lane
Fairhaven, Ma 02719
508-997-7421 Work
508-997-3147 Fax

michael.myers@fairhavenpolice.org

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Lachance, Barbara A. (DOT) <barbara.lachance@state.ma.us>

Thu, Feb 3, 2022 at 2:42 PM

To: Bob Espindola <selectmanbobespindola@gmail.com>

Cc: Lisa Estrela <lestrela@srpedd.org>, Jackie Jones <jjones@srpedd.org>, Paul Mission <pmission@srpedd.org>, Wendy Graves <wgraves@fairhaven-ma.gov>, Vicki Paquette <vloliveira@fairhaven-ma.gov>, Paul Foley <pfoley@fairhaven-ma.gov>, "Myers, Michael J." <chief@fairhavenpolice.org>, Vincent Furtado <vfurtado@fairhaven-ma.gov>, Gregory Guertin <gguertin@srpedd.org>, "Wheeler, Robert G. (DOT)" <robert.wheeler@state.ma.us>, "Haznar, Pamela R. (DOT)" <pamela.haznar@state.ma.us>, "Travers, Bill D. (DOT)" <bill.travers@state.ma.us>

Good Afternoon Mr. Espindola,

Thank you for your email regarding the intersection of Route 6 and Alden Road in Fairhaven.

MassDOT is in the process of obtaining a design consultant to evaluate this intersection and prepare a design for the addition of pedestrian signals. Installation in late summer is anticipated.

I hope that this information is helpful. Please call or email should you need any further information.

Have a great day!

Barb

Barbara A. Lachance

District Transportation Planner

MassDOT - District 5

Project Development - Planning

1000 County Street

Taunton, MA 02780

Direct: 857-368-5080

Office: 857-368-5000

Cell: 774-218-9548

From: Bob Espindola <selectmanbobespindola@gmail.com>

Sent: Thursday, February 3, 2022 11:25 AM

To: Lachance, Barbara A. (DOT) <Barbara.Lachance@dot.state.ma.us>

Cc: Lisa Estrela <lestrela@srpedd.org>; Jackie Jones <jjones@srpedd.org>; Paul Mission <pmission@srpedd.org>; Wendy Graves <wgraves@fairhaven-ma.gov>; Vicki Paquette <vloliveira@fairhaven-ma.gov>; Paul Foley <pfoley@fairhaven-ma.gov>; Myers, Michael J. <chief@fairhavenpolice.org>; Vincent Furtado <vfurtado@fairhaven-ma.gov>; Gregory Guertin <gguertin@srpedd.org>

Subject: Dangerous Intersection in Fairhaven (Alden Road and Route 6)

CAUTION: This email originated from a sender outside of the Commonwealth of Massachusetts mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

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Bob Espindola <selectmanbobespindola@gmail.com>

Thu, Feb 3, 2022 at 2:45 PM

To: "Lachance, Barbara A. (DOT)" <barbara.lachance@state.ma.us>

Cc: Lisa Estrela <lestrela@srpedd.org>, Jackie Jones <jjones@srpedd.org>, Paul Mission <pmission@srpedd.org>, Wendy Graves <wgraves@fairhaven-ma.gov>, Vicki Paquette <vloliveira@fairhaven-ma.gov>, Paul Foley <pfoley@fairhaven-ma.gov>, "Myers, Michael J." <chief@fairhavenpolice.org>, Vincent Furtado <vfurtado@fairhaven-ma.gov>, Gregory Guertin <gguertin@srpedd.org>, "Wheeler, Robert G. (DOT)" <robert.wheeler@state.ma.us>, "Haznar, Pamela R. (DOT)" <pamela.haznar@state.ma.us>, "Travers, Bill D. (DOT)" <bill.travers@state.ma.us>

Ms. Lachane,

Thank you for this update.

That is great news!

We look forward to seeing that project completed.

Bob

[Quoted text hidden]



Thomas McAfee - Broadband Study Committee1 message

Derek Frates <dfrates@fairhaven-ma.gov>
To: Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Wed, Jan 26, 2022 at 11:45 AM

At the January 25 meeting of the Cable Advisory Committee, Thomas McAfee was voted to be the CAC representative on the Broadband Study Committee.

--

Thank You,

Derek T. Frates

Government /Public Access Director

Town of Fairhaven

Fairhaven Community Media

DFrates@Fairhaven-ma.gov**Office: 774-328-8828****Cell: 774-328-0041****FairhavenTV@gmail.com****FairhavenTV.com****Facebook.com/fairhaventv**

Maria Ruedlinger Walker

Fairhaven, MA 02719

Email: [REDACTED]

RECEIVED

2022 JAN 19 P 4:00

BOARD OF SELECTMAN
FAIRHAVEN, MA

January 14, 2022

Selectboard, Town of Fairhaven
Town Hall
Fairhaven, MA 02719

Dear Selectboard,

My term on the Commission on Disability (CoD) is coming to an end, and I will not seek reappointment. Chairperson Marcus Ferro, as well as the CoD were informed of my decision in the fall of 2021, and the CoD meeting in the first week of January was my last.

It has been a fantastic experience to be part of the CoD from 2017 until now, and I have been fortunate to learn a lot and meet amazing people. The CoD is such an important part of the work laying ahead for the Town of Fairhaven to improve accessibility for all, no matter life story or needs.

I would like to thank all of the CoD members I have had the pleasure to meet and work with, and want to offer to stay on as a volunteer resource for future CoD projects.

It is so positive to see the CoD revived in this past year, and I believe a new strong, professional, and energetic commission can do great deeds in Fairhaven.

Warmly,



Maria Ruedlinger Walker