



FAIRHAVEN SELECT BOARD

Agenda

Monday, December 20, 2021

6:00 p.m.

Town Hall – 40 Center Street – Fairhaven

RECEIVED
TOWN CLERK

2021 DEC 16 P 2:48

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/89716117597?pwd=K3BhK0U1QU55aSt4VktGakp2ODdQQT09>

or call 1-929-205-6099

Meeting ID: 897 1611 7597

Passcode: 286456

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

A. EXECUTIVE SESSION

1. Real Estate Matters: MGL Chapter 30A, Section 21(a) 6: Union Wharf

B. MINUTES

1. Approve the minutes of December 06, 2021 – Open Session
2. Approve the minutes of December 06, 2021 – Executive Session
3. Approve the minutes of December 09, 2021 – Open Session

C. TOWN ADMINISTRATOR REPORT

D. COMMITTEE LIAISON REPORTS

E. APPOINTMENTS

1. 7:00 pm Rogers Reuse Committee- discuss draft Request For Proposal

F. POSSIBLE ACTION/DISCUSSION

1. Request to join Commission on Disability- Sarah Buck
2. Request to join Broadband Study Committee- Sean Daly
3. Adjustment of Wage and Classification Schedule, due to Minimum Wage increase
4. Consider appointing Select Board member to Belonging Committee as representative
5. Waste disposal Services Agreement – ABC Disposal, Inc.
6. Presentation of the Revenue Budget
7. Discuss schedule for Special Town Meeting
8. Mask Mandate update

G. PUBLIC COMMENT

H. NOTES AND ANNOUNCEMENTS

1. The next **regularly** scheduled meeting of the Select Board is Monday, January 10, 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
December 06, 2021**

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

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

Chairman Robert Espindola opened the meeting at 6:32 pm in the Town Hall Banquet Room.

Minutes

Ms. Powers made a motion to approve the Open Session minutes of November 22, 2021 as amended. Mr. Silvia seconded. Vote was unanimous. (3-0)

Town Administrator Report

Ms. Graves said she attended the dedication at the Police Dispatch Center for Michael “Sully” Sullivan.

Ms. Graves and Special Projects Coordinator Mark Rees have held several meetings to review and get up to speed on the projects he will be working on.

Committee Liaison Reports

Mr. Silvia reported on the Historical Commission has found some old pictures of Center Street when there were street lamps back in the turn of the century.

Mr. Silvia said the Historical Commission held a demo delay hearing and will be reaching out to Town Counsel for advice.

Mr. Silvia said the Rogers Reuse Committee discussed rewriting the Request for Proposal for Rogers School. Mr. Silvia said the application for the National Historic Register was returned by the State for more information.

Mr. Silvia said the Marine Resources Committee discussed the parking meter at Hoppy’s Landing and if it is still feasible to keep it. Mr. Silvia also reported the electrical at Union Wharf has also been updated.

Mr. Espindola said Economic Development Committee and Broadband will meet soon. Mr. Espindola and Mr. Rees will meet to discuss the Request for Proposal for Broadband.

Mr. Espindola will be attending a joint meeting for SRPEDD, SRTA and SMMPO next week.

Tax Rate Classification Hearing

This has been postponed until December 9, 2021 due to a posting issue.

Commission on Disability Appointment

Mr. Espindola made a motion to appoint Sue Makepeace to the Commission on Disability. Mr. Silvia seconded. Vote was unanimous. (3-0)

Commissioner of Trust Funds Appointment

Mr. Espindola made a motion to appoint Louse Ponte as a Commissioner of Trust Funds until the next election. Mr. Silvia seconded. Vote was unanimous. (3-0)

2022 License/Permit renewals

Ms. Powers made a motion to approve the following Liquor Licenses:

- Gene's Famous Seafood, 146 Huttleston Avenue
- The Bitter End Lounge, 407-409 Huttleston Avenue
- Dorothy Cox's Candies, 21 Berdon Way
- Wah May Restaurant, 51 Main Street
- 99 Restaurant & Pub, 32 Sconticut Neck Road
- Southcoast Wine & Spirits, 355 Huttleston Avenue
- Minerva Pizza House, 75 Main Street
- Connolly's Liquor Mart, 36 Howland Road
- Fairhaven Wine & Spirits, 105 Sconticut Neck Road
- Friendly Farm Convenience, 121 Sconticut Neck Road
- Cardoza's Wine & Spirits, 6 Sconticut Neck Road
- Douglas Wine & Spirits, 1 Peoples Way
- Fort Phoenix Post 2892, Veterans of Foreign Wars of USA, 109 Middle Street
- Acushnet River Safe Boating Club, 80 Middle Street
- Off the Hook, 56 Goulart Memorial Drive
- Ice House, LLC, 136 Huttleston Avenue
- Seaport Inn, 110 Middle Street
- Vila Verde Restaurant, 362-364 Main Street
- Ocean State Job Lot, 11 Berdon Way
- Moriarty Liquors, 101 Middle Street
- Gulf Resources, Inc., 277 Bridge Street

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

Ms. Powers made a motion to approve the following Liquor Licenses pending payment for outstanding bills:

- Sweet Ginger Asian Cuisine & Bar, 179-181 Huttleston Avenue
- Courtyard Restaurant, 270 Huttleston Avenue

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

Ms. Powers made a motion to approve the following Liquor Licenses pending favorable inspection by the Building Commissioner:

- Frontera Grill, 214 Huttleston Avenue
- Mike's Restaurant, 390 Huttleston Avenue
- Elisabeth's Restaurant, 1 Middle Street
- Brick Pizzeria Napoletana, 213 Huttleston Avenue
- Paul's Sports Corner, 19 Howland Road
- Old Oxford Pub, 346 Main Street

- Sivalai Thai Cuisine, 130 Sconticut Neck Road
- M & J Fairhaven, Inc.-Riccardi's Restaurant, 1 David Drown Blvd.
- Bayside Lounge, 125 Sconticut Neck Road
- The Pasta House Restaurant, 100 Alden Road
- Rasputin's Tavern, 122 Main Street
- Town Crier, 5 Maitland Street
- *The Ebb Tide, 47 Middle Street, Fairhaven, MA*(Transaction Pending "The Bar")
- Scuttlebutts Liquors, 407-409 Main Street
- Huttleston License, LLC-Stevie's-A Package Store, 115 Huttleston Avenue
- Traveler's Ale House, 111 Huttleston Avenue

Ms. Powers made a motion to approve the Common Vitculler licenses for

- Subway, 42 Fairhaven Commons Way
- Taco Bell, 33 Alden Road
- Burger King, 180 Huttleston Avenue
- Tropical Smoothies Café, 29 Alden Road
- McDonald's Restaurant, 14 Plaza Way
- Wendy's Restaurant, 7 Fairhaven Commons Way
- Mac's Soda Bar, 116 Sconticut Neck Road
- Dunkin Donuts, 18 Plaza Way
- Palace Pizza & More, 142 Huttleston Avenue
- Scramblers Breakfast & Bagel, 2 Sconticut Neck Road
- 7-Eleven, 188 Huttleston Avenue
- Jake's Diner, 104 Alden Road
- Mystic Café, 398 Main Street
- Flour Girls Baking, 230 Huttleston Avenue
- Festiva Buffet, 31 Berdon Way
- Honey Dew Donuts, 87 Huttleston Avenue
- Phoenix Restaurant, 140 Huttleston Avenue
- Yia Yia's Pizza Café, 381 Sconticut Neck Road
- Jersey Mike's Subs, 215 Huttleston Avenue

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

Ms. Powers made a motion to approve the Common Vitculler licenses pending payment of outstanding bills for

- Papa Gino Pizza, 171 Huttleston Avenue
- Subway, 19 Plaza Way
- Dunkin Donuts, 32 Howland Road
- Little Village Café, 23 Center Street
- Galaxy Pizza, 342 Main Street
- Brady's Ice Box, 12 Ferry Street
- Margaret's Restaurant, 16 Main Street
- The Nook Café, 58 Washington Street

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

Ms. Powers made a motion to approve the car dealer licenses for:

- Fairhaven Gas, Inc., 134 Huttleston Avenue
- Fairhaven Gas, Inc.-Valero's, 130 Huttleston Avenue
- Hive Motorcars, LLC, 10 Arsene Way
- Guard Enterprises, 110 Alden Road
- Alden Buick GMC, 6 Whalers Way
- Alden Mazda, 250 Bridge Street
- Artistic Auto Body & Auto Sales, 98 Middle Street
- Sarkis Enterprises, Inc. (A & A Auto), 196 Huttleston Avenue
- RRR Auto Sales, 372 Huttleston Avenue, Fairhaven, MA
- First Hot Line Auto Sales, Inc.-Fairhaven Getty Auto Sales, 371 Huttleston Avenue

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

Ms. Powers made a motion to approve the car dealer licenses pending payment of outstanding bills for:

- Dussault Auto Sales, 99 Spring Street

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

Ms. Powers made a motion to approve the Repair licenses for:

- Fairhaven Gas, Inc., 134 Huttleston Avenue
- Guard Enterprises, 110 Alden Road
- Alden Buick GMC, 6 Whalers Way
- Alden Mazda, 250 Bridge Street
- Artistic Auto Body & Auto Sales, 98 Middle Street
- Sarkis Enterprises, Inc.(A & A Auto), 196 Huttleston Avenue
- A-1 Crane Company, 86-88 Middle Street
- Aaron's Auto Glass, 232 Huttleston Avenue
- Automotive Diagnostic Service, 162 Sconticut Neck Rd.
- Dattco Sales & Services, 72 Sycamore Street
- Rick's Services, 241 R. Huttleston Avenue
- Manny's Service Station, 82 Bridge Street
- Sullivan Tire Company, 9 Plaza Way
- Roland's Tire Service, 11 Howland Road
- Jet Wash Car Was, 21 People's Way
- RRR Auto Sales, 372 Huttleston Avenue
- Leban Fuel, Inc., d/b/a Fairhaven Getty, 371 Huttleston Avenue

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

Ms. Powers made a motion to approve the repair licenses pending payment of outstanding bills:

- Ray's Fair Repair, 47 Howland Road
- Jiffy Lube #1229, 31 Alden Road
- Nice N' Clean Car Wash, 320 Huttleston Avenue
- JR's Auto Shop, 276 Huttleston Avenue
- Spring Street Garage, 99 Spring Street

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

Ms. Powers made a motion to approve the Lodging House licenses for:

- Kopper Kettle Guest House, 41 Huttleston Avenue
- Delano Homestead Bed & Breakfast, 39 Walnut Street

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

Ms. Powers made a motion to approve the Private Livery licenses for:

- Elite Transportation, 1 Deerfield Lane
- Active Day Fleet, Inc., 40 Sconticut Neck Road

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

Selectman Silvia left the room at 7:00 pm

Update on Town Administrator Search

Mr. Espindola said the Collins Center has extended the deadline in the search for a new Town Administrator. The Committee will meet in early January to conduct interviews.

Selectman Silvia returned to the room at 7:01 pm

Mask Mandate Update/ Covid Update from Health Agent

Mr. Espindola read memo from Health Agent Dave Flaherty regarding the recent COVID numbers and his recommendations for all town buildings. (Attachment A)

Ms. Powers made a motion to revert from a “strong mask advisory” to a mask mandate for all municipal buildings where social distancing cannot be observed, effective December 7, 2021. Mr. Silvia seconded. Vote was unanimous. (3-0)

Public Hearing 732 Sconticut Neck Road

Chairman Espindola opened the public hearing at 7:06 pm. Mr. Espindola explained there are 3 options for the Town to make in regards to 732 Sconticut Neck Road:

1. To assign the town’s right of first refusal to Buzzards Bay Coalition.
2. To buy the property on behalf of the town.
3. To decide not to take any action and allow the owner to sell the property.

Buzzards Bay Coalition (BBC) President Mark Rasmussen met with the Board asking for their support in assigning the right of first refusal to the Buzzards Bay Coalition. Mr. Rasmussen said the BBC owns more than 6,000 acres of land in Fairhaven that are saved for conservation land. A slide show was presented to the Board to describe the property at 732 Sconticut Neck Road and why it is important to save this prime piece of property from being developed. (Attachment B) The BBC has done extensive research and several site visits to this property.

Suzanne Dwyer, 736 Sconticut Neck Road said, via zoom, she is in full support of the BBC and knows they will restore the property and protect it.

Planning Director Paul Foley and Conservation Agent Whitney McClees said both their boards voted in support of the Select Board assigning the right of first refusal to the BBC.

Mr. Espindola closed the public hearing at 7:22 pm.

Select Board all felt this property is a great asset to the town residents and would like to see it saved from development.

Ms. Powers made a motion that the town assign its first refusal option to purchase the property at 732 Sconticut Neck Road, shown as lots 6A, 6B, and 6C on a plan of land by Dennis Seguin PLS dated July 29, 2019 to the Buzzards Bay Coalition subject to the terms of G. L. Ch. 61A sec. 14. Mr. Silvia seconded. Vote was unanimous. (3-0)

There will be no executive session for this tonight.

Resident Robert Hobson expressed his concerns over the sale of the property.

Ms. Powers made a motion to sign the document that Attorney Crotty will prepare for the notice of the assignment. Mr. Silvia second. Vote was unanimous. (3-0)

Resignation from Belonging Committee

Mr. Espindola will reach out to Mr. Hinds and the Chairman of the Belonging Committee to discuss the resignation and bring the information back to the next meeting.

Ms. Powers made a motion to accept the resignation of John Hinds on the Belonging Committee. Mr. Silvia seconded. Vote was unanimous. (3-0)

Public Comment

Mr. Espindola explained the Board will be holding a public comment at the end of each agenda, in lieu of holding the precinct meet and greet at each meeting. This will be for any resident to express a general comment for items that are not on the agenda. There was no one who wished to speak.

Notes/Announcements

Mr. Espindola said there will be a meeting on Thursday, December 9, 2021 at 4:00 pm in the Town Hall Banquet Room for the Tax Rate Classification Hearing

At 7:51 pm Ms. Powers made a motion to enter into executive session not to reconvene to open session to discuss to discuss complaints or charges brought against, a public officer, employee, staff member or individual- MGL Chapter 30A, § 21(a)(1). Mr. Silvia seconded. Vote was unanimous. (3-0)

The meeting was reopened at 7:52 pm to hold a roll call vote.

Ms. Powers made a motion to enter into executive session not to reconvene to open session to discuss to discuss complaints or charges brought against, a public officer, employee, staff member or individual- MGL Chapter 30A, § 21(a)(1). Mr. Silvia seconded. Vote was unanimous. (3-0)

Roll call: Ms. Powers in favor, Mr. Silvia in favor, Mr. Espindola in favor

Respectfully submitted,



Vicki L. Oliveira
Administrative Assistant

- A. Health Agent memo
- B. Hand out from Buzzards Bay Coalition



**Fairhaven Select Board
Meeting Minutes
December 09, 2021**

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

Present via Zoom: Ellis Withington, and Assistant Assessor Delfino Garcia

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

Chairman Robert Espindola opened the meeting at 4:02 pm in the Town Hall Banquet Room.

At 4:03 p.m. Chairman Espindola opened the public hearing for the Tax Classification by reading the public hearing notice Ellis Withington, and Assistant Assessor Delfino Garcia met via Zoom with the Board, as required by law to review the Board of Assessors' recommendations. Ms. Davis explained to the Board the recommendations of the Board of Assessors regarding the minimum residential factor, residential exemption and the small business exemption.

There was no public comment. Mr. Espindola closed the public hearing at 7:09 p.m.

Mr. Powers made a motion to not choose a residential Exemption. Mr. Silvia seconded. Vote was unanimous. (3-0).

Mr. Powers made a motion to not choose adopting a small commercial business exemption. Mr. Silvia seconded. Vote was unanimous. (3-0).

Mr. Powers made a motion to have a split tax rate with a minimum residential factor of .877018 Mr. Silvia seconded. Vote was unanimous. (3-0).

At 4:16 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



7:00

E1

Vicki Oliveira <vloliveira@fairhaven-ma.gov>

REQUEST TO BE ON AGENDA

Paul Foley <pfoley@fairhaven-ma.gov>

Mon, Dec 13, 2021 at 4:10 PM

To: Sue Loo <su13lu@yahoo.com>

Cc: Bob Espindola <selectmanbobespindola@gmail.com>, Wendy Graves <wgraves@fairhaven-ma.gov>, Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Bob,

Please find attached the latest Rogers School RFP draft that the Rogers Committee will be reviewing and commenting on this Wednesday. We are getting close and I think the Select Board should start looking at it anyway. Ultimately the final product is in your hands along with the Procurement Officer. In this draft, sentences in bold indicate changes from the first draft and those in track changes incorporate comments from our last meeting. It should look familiar as it is 90% taken from the last two RFP's. The key changes being that we are trying to make it a bit broader and open longer to allow for more respondents. We are also clarifying the property covered by the RFP. It looks as if it will be the Rogers School property plus the Union Street Right of Way (with utility easement) and either another 50' or 75". We have also incorporated some of the language from the Historic Site Reuse Permit (***\$198-29.8***) so that any respondent will be familiar with it and prepared to address it. We have also revised the Ranking Criteria on page 11 including removing the minimum purchase price and making the goal the response with the most satisfactory response to the selection criteria ***and providing the most sustainable and compatible vision for the future.*** Let me know if you have any questions.

Thanks,

Paul

Paul H. Foley, AICP
Director of Planning & Economic Development
Fairhaven, Massachusetts

Town Hall, 40 Center Street
(508) 979-4082 EXT. 122

[Quoted text hidden]



Rogers School RFP 2021-12-10 DRAFT.docx

290K



Request for Proposal
DRAFT 2021-12-15
For Review Only
Sale and Development of
The Former Rogers Elementary School
100 Pleasant St.

Fairhaven, Massachusetts

IMPORTANT DATES**Submission of Proposal due:**

Inspection of Premises: TBD, 2022 at ...

Questions: Questions may be submitted in writing to the Director of Planning & Economic Development.

Proposal Due Date: TBD, 2022 at 12:00 Noon

NEWSPAPER ADVERTISEMENT

TOWN OF FAIRHAVEN
REQUEST FOR PROPOSAL (RFP)
FORMER ROGERS ELEMENTARY SCHOOL

The Town of Fairhaven solicits proposals for the sale and development of the former Rogers Elementary School that sits on a 71,751 SF site improved with approximately 46,721 SF of space in the former educational facility. The property is located at 100 Pleasant Street. The Town seeks to designate a developer subject to the Terms and Conditions contained in its Request for Proposal (RFP). The RFP will be available at the Fairhaven Town Hall, Board of Selectmen's Office, at 40 Center Street, Fairhaven MA, M-F from 9:00 a.m. to 4:00 p.m. Email: Vloliveira@fairhaven-ma.gov.

Proposal submission due TBD, 2022 by 12:00 noon, Office of the Town Administrator, Fairhaven Town Hall, 40 Center Street, Fairhaven, MA. 02719 The Town reserves the right to reject any and all proposals or to accept that proposal which is deemed in the best interest of the Town of Fairhaven, MA.

REQUEST FOR PROPOSAL (RFP) SUBMISSION REQUIREMENTS**OVERVIEW**

1. The submittal must be formatted as a single bound volume. Provide one (1) original and six (6) copies, and one (1) electronic copy on a flash drive or CD. All proposals must be submitted in a sealed package clearly labeled with the following:

TITLE: Proposal for Sale of the Former Rogers Elementary School Property
100 Pleasant Street, Fairhaven, MA

FROM: Name and address of proposer(s)

TO: Town of Fairhaven
Town Administrator
40 Center Street,
Fairhaven, MA 02719
(508) 979-4023 Ext.104
EMAIL: Vloliveira@fairhaven-ma.gov FAX: (508) 979-4079

DUE: TBD, 2022, 12:00 Noon. No submittals will be accepted after said date and time.

Please check the Town website before filing for any changes or updates to this RFP.

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VIII.	Submission Requirements
IX.	Ranking Criteria
X.	Town of Fairhaven Reservation of Rights
XI.	Attached Forms/Exhibits
	<i>Fairhaven §198-29.8 Historic Site Reuse Special Permit</i>
	Exhibit A: Picture and Plot Map of Rogers School
	Exhibit B: Fairhaven Assessors Field Card
	Form 1: Proposal Form Cover Sheet
	Form 2: Background of Proposal Organization
	Form 3: Hazardous Material Release Form
	Form 4: Certificate of Non-Collusion
	Form 5: Disclosure Statement for Transaction With A Public Agency Concerning Real Estate

I.
INTRODUCTION

The Town of Fairhaven, Massachusetts (“the Town”) is seeking to sell a certain property that is no longer necessary for municipal purposes. The Town seeks to facilitate the redevelopment of this property so that they can contribute to the economy of the Town. Through this RFP, the Town will receive sealed Proposals for the sale of a certain property located at 100 Pleasant Street (Rogers Elementary School) also known as the “Rogers School”. The Rogers School property (**Map 8 Lot 9**) contains approximately 71,751 square feet of land improved by approximately 46,721 square feet of gross building area. The property is currently zoned Residential (RA). The property is more fully described in Exhibit “A” and Exhibit “B” at the end of this document. ***The property includes the Rogers School property (Map 8 Lot 9) plus the Union Street Right of Way between Chestnut and Pleasant Streets (40 feet by 250 feet with utility easement) with the understanding that the developer will provide a suitable easement for existing and future utilities, plus 50 feet (to the end of the existing pavement). The developer will assume all costs associated with preparing and recording easement plans.***

II.
SITE LOCATION AND DESCRIPTION

Fairhaven is a Town of 16,000 residents located on Buzzards Bay in Southeastern Massachusetts. The Town shares a working harbor with New Bedford and is approximately 60 miles southeast of Boston and 40 miles east of Providence, RI. It is also on the Gateway leading to Cape Cod.

The Rogers Elementary School is located near the historic center of downtown Fairhaven in a neighborhood of primarily single family homes. The 1885 section of the school is located on Center Street, a few blocks east of the historic Town Hall, Millicent Library, and the Unitarian Memorial Church. ***The 1885 section of the school is located on Center Street, a few blocks east of the historic Town Hall, Millicent Library, and the Unitarian Memorial Church. The 1885 section of the Rogers School is a beautiful 4-story brick building with a 7-story bell tower in the Queen Anne style designed by architect Warren Briggs with a high level of historical significance. The first and second floors each have four classrooms and the third floor consists of a large assembly/gymnasium space as well as an apartment that was once used by the school custodian and some storage.*** The 1957 one-story addition located on the south side of the 1885 section includes a gymnasium, small kitchen area, office space, restrooms, and four classrooms. The Rogers School has easy access to I-195 and Route 6, both of which cross through Fairhaven.

III.
DEVELOPMENT CONCEPT

The development project should consider the historical significance of the property as well as the historical and residential character of the neighborhood. The development project should seek to restore the historic building in conformance with applicable preservation standards including incorporating the architectural elements of the building. Further, the architectural design of all project components should resemble the human scale of traditional Fairhaven architecture and shall be compatible with the surrounding municipal, residential and commercial properties. ***If a***

proposal includes demolition of the 1950's structure and constructing an addition, attached or near to the historic school building, the proposed addition should be clearly subordinate to the historic 1880's building.

In addition to design improvements, disposition of the Development and Property Rights will help to achieve several financial and planning objectives of the Town of Fairhaven. ***The Town is receptive to a variety of different uses if that is what a respondent believes is required to preserve the building and character of the neighborhood and make the Project work. Developers should be aware that most proposals will likely be subject to Special Permit review under Fairhaven §198-29.8 Historic Site Reuse Special Permit (attached) and that zoning changes would be subject to Town Meeting approval. "The purpose of the historic site reuse special permit is to promote the adaptive reuse of eligible municipally owned buildings no longer used by the Town for municipal purposes for residential use that protects the historic character by modifying those general zoning regulations, including parking and loading, lot and building dimensions, density and use limitations, which would otherwise make such preservation infeasible, while protecting the health, welfare, aesthetics and character of the neighboring community". The project should provide accessibility to people with disabilities and potential developers should consider how the Project will expand housing, employment and business opportunities for residents, minorities, and women.***

IV.

DESIGN AND DEVELOPMENT GUIDELINES

DESIGN

The Town will consider proposals for development which must include the following:

1. **Massing and Character**

The project should exhibit strong design relationships with neighboring properties, particularly with the orderly pattern established by the street alignment and sitting of buildings. The design should be compatible with ***existing*** construction and renovation in the area. The architectural design of project components and facades should resemble the human scale of traditional Fairhaven architecture.

2. **Provisions for Persons with Disabilities**

The project should be designed to fully comply with the provisions of *Americans with Disabilities Act of 1990* so that persons with disabilities can enter, travel about, and leave the building in a convenient manner without obstruction.

3. **Vehicular Access**

Developers should consider the potential impacts on neighborhood streets. The scheme should be designed so as not to adversely affect the current traffic flow **or markedly increase the trip generation compared to previous uses.**

4. Service Areas

Service areas should be inconspicuous, safe and fully enclosed. Use of service areas must not interfere with pedestrian circulation.

5. Landscaping

The premises shall at all times be maintained in an aesthetically appealing manner, free of all debris.

6. Concept

The goal for the Town is a successful and compatible reuse of the historic 1885 Rogers School building and grounds in a manner consistent with the historic character of the area. The Town will entertain a proposal for a single use type or a variety of different uses as long as they can be compatible with the area and one another. The Town's criteria for selection is described in more detail in Section VII of this Request for Proposals.

V.

INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF PROPOSALS

A Proposal consists of:

- Cover Letter and Transmittal
- Proposal Forms
- Required Attachments

For the Town to consider the proposal, the cover sheet and proposal forms must be substantially completed, signed and notarized. The Town asks proposers not to submit their proposal in notebooks or binders.

Sealing and Labeling of Proposals

Proposers must seal copies of their proposals in an envelope with the name "Proposal for Sale of the Former Rogers Elementary School Property" and the submission deadline on the envelope. The name and return address of the proposer must also be indicated on the outside of the envelope(s). Proposals without sufficient identification will be rejected and returned to the sender.

SUBMISSION OF PROPOSALS

Proposals must be received at the following address by 12:00 noon on **TBD 2022**

Office of the Town Administrator
Fairhaven Town Hall
40 Center Street

Fairhaven, MA 02719

Proposals received by the Town after the deadline shall be refused or returned unopened to their respective proposers. A firm deadline is necessary to ensure fairness to all proposers.

VI.

EACH PROPOSAL SHOULD CONTAIN THE FOLLOWING INFORMATION

Applicant Information

1. Letter of Interest introducing the development team, including the developer, architect and other consultants.
2. Relevant past experience of development team.
3. Developer's Statement of Public Disclosure and Statement of Qualifications and Financial Responsibility (Form Enclosed).

Development Proposal

1. A project summary, including a description of proposed uses and public amenities, proposed ownership structure and anticipated development schedule. **A superior summary and proposal will address the Ranking Criteria on page 11 and the requirements for application under §198-29.8.D(2) below to the greatest degree possible at this stage:**
 - 1) **(2)** The application and plans shall provide:
 - a) A statement of the facts supporting the eligibility of the subject building for special permit.
 - b) A description of the proposed project, including the planned alteration or reconstruction of the eligible building, the planned alteration, reconstruction or construction of any other structures and the proposed uses.
 - c) A detailed statement of all proposed modifications to zoning bylaw requirements.
 - d) An analysis of the project prepared by a qualified professional Massachusetts licensed architect or Massachusetts licensed engineer addressing the feasibility of the project; the reason modification of zoning regulations is needed to make the project feasible; and the impact of each of those modifications on the neighboring community.
 - e) A description of the proposed plans for preservation of the historic building and site, including plans for maintenance and the financial mechanism for the cost of maintenance.
 - f) A proposal, with draft legal documentation, to provide assurance of the continued maintenance of the historic building and site, specifically granting the Town of Fairhaven standing and authority to enforce continued protection and maintenance of the historic site.

2. A separate narrative response to each of the eight (8) questions in Section VIII which refer to the evaluation criteria for the disposition.
3. Architectural drawing(s) of the proposed Development reduced in size to fit into the response package.

Financial Information

1. Development Schedule and Finance time frame.
2. Evidence of financial capacity to complete proposed project including a Letter of Interest from a financial institution of source of funding for the acquisition, construction, and permanent financing.

Financial Responsibility for Proposal Preparation

The Town accepts no financial responsibility for costs incurred by any proposer in responding to this Request for Proposals. All responses to this Request for Proposals will become the property of the Town and reasonable precautions to ensure the confidentiality of the material will be taken. All material will become public information after ***the proposal has been opened*** at the time and date set for the proposal opening.

Withdrawal of Proposals

Proposers may only withdraw their proposals by written notice received by the Town at the address listed in Section VI above, **prior** to the time and date set for the proposal opening.

VII.

PROCEDURES FOR EVALUATION, SELECTION, SALE AND CONVEYANCE

The Town's objectives are to ensure utilization of the historic structure and ***of sustainable and compatible redevelopment of the property and protection of its historic character***. To this end, the Town shall evaluate all proposals for conformity to the requirements of this Request for Proposals, and for the degree to which they satisfy the selection criteria in Section IX.

The Town will begin to review and evaluate proposals promptly after the Submission Deadline of Evaluation of proposals and selection of the most advantageous proposal will be based solely upon the evaluation and selection criteria listed in Section VIII of this Request for Proposals. The Town reserves the right to waive portions of the Request for Proposals for all proposers, to excuse minor informalities on proposals, or to reject all proposals, if deemed in the best interest of the Town.

Initial Review

The Town will identify any proposals which do not meet the qualification Submission Requirements stated in Section VIII. Such proposals may be rejected and returned to the proposers who submitted

them. Interested parties should note that the Town will consider only proposals which include comprehensive development scenarios.

If a proposer does not adequately complete his or her proposal, or if the Town is unable to determine whether the proposal meets the requirements of the Request for Proposals, the Town may attempt to clarify the proposal, but reserves the right to declare the proposal non-qualifying.

The Town will notify in writing the proposers who submitted non-qualifying proposals.

Evaluation of Qualifying Proposals

Once the Town has verified that the remaining proposals meet all the requirements of the Request for Proposals, the Town will analyze them using the qualitative criteria (i.e. categorizing the proposal for that requirement as highly advantageous, advantageous, not advantageous, or unacceptable) to identify the proposal which best meets the Town's needs.

The highest rated proposal will be recommended on the basis that the proposer represents that it is made in good faith.

Financial Review

It is the responsibility of the proposer to designate a competent individual to respond to Town inquiries regarding financial aspects of the proposal. The Town may perform a preliminary analysis of the financial capacity of qualifying proposers to accomplish the proposal and subsequently shall perform an in-depth analysis after the proposer has been conditionally designated. Notwithstanding the previous sentence, the Town may perform the in-depth analysis prior to conditional designation of a proposer. The Town may withhold Full Designation from a proposer on the basis of responses to the Affidavits required to be submitted as part of the proposal.

Notification to Proposers

Upon selection of a proposal, the Town will notify all proposers of the decision in writing.

Terms of Sale

After a proposal has been selected, the selected proposer will be conditionally designated by the Town. The Town and the Conditionally Designated Developer will negotiate the terms of sale. A firm **permitting**, construction and development schedule must be submitted and agreed upon by all parties, outlining that the project will be started within six (6) months **of receiving permits** and be completed within twenty-four (24) months. The final transfer agreement shall require compliance with the schedule and shall include a clause to allow the Town to impose substantial penalties for failure to comply with the schedule. The agreement shall include a reversion clause that the Town may exercise if the proposer fails to substantially proceed with **financing, permitting**, construction and/or development **within the proscribed time**. The terms must be consistent with the Request for Proposals.

Conditions of the Properties

An agreement with the successful Proposer shall be subject to all restrictions and conditions of record, insofar as they may be in-force and applicable to said parcel.

Any and all costs, including but not limited to environmental remediation, due to known or unknown conditions, including but not limited to any and all contamination as defined by local, state and federal laws and/or agencies, currently known or unknown to the Town, the designated developer or any other individual at the project site, will be adsorbed and paid for solely by the designated Proposer. The designated proposer will release, indemnify, and hold harmless the Town of Fairhaven from any and all obligations it may have in regards to, or claims that may arise from, any known or unknown conditions at the Project site as stated herein. They will also complete Form 1: (Hazardous Material Release Form).

THE PROPERTY IS PRESENTED TO THE BUYER IN "AS-IN" CONDITION.

The respondent should be aware that there is a "lis pendens" on the property. The Town does not know how long or when it may be settled. The Town is confident in its position as was confirmed by the lower court's decision.

VIII.

SUBMISSION REQUIREMENTS**Qualifying Submission Requirements**

These requirements must be met in order for a proposal to be considered qualifying and undergo further evaluation:

Form:

The proposal must be submitted with a full set of signed Request for Proposal Application Forms and with all required attachments. It must be submitted in a sealed and properly labeled envelope, and must be received by the Town before the deadline of 12:00 noon on **TBD 2022**.

Proposed Use:

The proposed use must conform to the uses described in the Request for Proposal. ***If the proposed use, or aspects of the proposed use, does not conform to the uses described in the RFP you must explain why it is part of the proposal and how it can be justified.***

Financial Capacity:

Proposer must show the financial capacity to accomplish the proposal development. Commitment letters from lending sources and financial statements of the proposed development entity and of related parties should be provided.

Reasonable Responses to Selection Criteria Questions:

The proposer must provide reasonable responses to questions 1 through 12 listed in "Ranking Criteria" in this Section VIII. Each question should be answered separately and completely.

Relative Merit

The following criteria will be used to compare the relative merits of qualifying proposals. They should be referred to specifically in each proposal. Please use the questions below to refer to each criterion. All criteria will be used, with more weight given to those criteria which are described as “highly significant” (the ordering of the criteria below is irrelevant). The Town reserves the right to require further detail and/or additional information as the need arises during review of the qualifying proposal.

Evaluation of proposals will be based upon information provided in the proposals and verification of references provided by the proposer or individuals’ familiar with the proposer, from other Town files from other generally available and verifiable information.

The rest of this page is intentionally left blank.

IX RANKING CRITERIA

Note: All twelve (12) questions or descriptions must be answered separately by proposer.

1. Short and Long Term Vision (Highly Significant)

Please describe your vision for the property for the short-term (two years) and long-term?

2. Developer Experience (Significant)

Describe your development team's demonstrated production and management experience.

3. Experience with Historical Restoration (Significant)

Do you have any experience in redevelopment of historical buildings?

4. Developer Financial Capacity to Design/Construct (Highly Significant)

Provide evidence of financial commitment to design, permit, construct and manage the project?

5. Developer Financial Capacity for long term management of the Site (Significant)

What experience does the development team have to manage this site over the long-term?

6. Preliminary Design Plans (Significant)

When can the final design be prepared? When can your development team commence?

7. Employment Initiative (Moderately Significant)

What Initiative for employment of Fairhaven residents, minorities, and women does your proposal include during both the construction and the operation phases of the development?

8. Original Historic Building (Highly Significant)

Describe how your plan retains the original historic 1885 Rogers School building.

9. Deed Restrictions (Highly Significant)

Does your plan include providing deed restrictions for the historic building? Does your plan include deed restrictions that would carry over to future sales of the property to retain and maintain the historic building?

10. Purchase Plan (Significant)

What is your proposal to purchase and finance the redevelopment of Rogers School?

11. Cash on Hand or Pre-Approved Financing (Highly Significant)

Do you have cash on hand or pre-approved financing from a financial institution?

12. Other Economic Benefits (Significant)

a) What other direct revenue benefits does your development plan offer?

b) What other indirect revenue benefits does your development plan offer?

Selection Process

OVERVIEW

The Town will review all RFP submittals for completeness. Proposers may be required to submit additional information and/or respond to questions prepared by the Town in written form. ***The Procurement Officer and Town Planner will open the responses to the RFP at the appointed hour. A Town selection committee*** will review all of the proposals and, based on their evaluation of the proposal's ability to best meet the evaluation criteria, will determine a preferred proposer for preliminary designation with whom the Town will enter into negotiations with. The committee may also rank alternate proposers with whom the Town could enter into negotiations in the event that negotiations with the preferred proposer are unsuccessful.

Note: While the Town will entertain all proposals, those that allow the original 1885 portion of the Rogers School to remain will receive a higher evaluation. Deed Restrictions to maintain historical character: Developers who propose deed restrictions on the 1885 portion of the Rogers School will receive a higher evaluation.

1. RFP Proposal Review Criteria

The following criteria will be used to evaluate the proposals, as may be clarified by any requested information.

- A. Capability of Development Organization – Evidence that the Proposer has the capability, experience, and financial strength to undertake the proposed project and to complete the project successfully, including fulfilling Town objectives for the project, within a reasonable timeframe. Such evidence could include:
 - Evidence of successful financing, management of projects of similar or comparable nature and size/cost or other relevant projects.
 - Evidence of financing relationships and the ability to obtain financing for the project as indicated by letters from financing sources to that effect.
 - Evidence of successful past and/or current dealings with public entities in the development and management of projects, particularly public-private development projects.
 - The Town's selection committee's evaluation of the developer's commitment to, and understanding of, the Town's goals and objectives for the project.
 - References from past and/or current clients that indicate the Proposer's ability to deliver the project.
- B. Capability of the Development Team
 - Evidence of capability of the Proposer development team to carry out the proposed project as indicated by the experience of the individuals playing key roles in the project.
 - Experience with projects of similar, comparable or relevant scope.
- C. References
 - A minimum of three references are required that can specifically address the capability of the proposer to undertake the project. References should include names, titles, full

addresses, telephone numbers and a brief description of the relationship to the Proposer with regards to previous experience.

X

TOWN'S RESERVATION OF RIGHTS

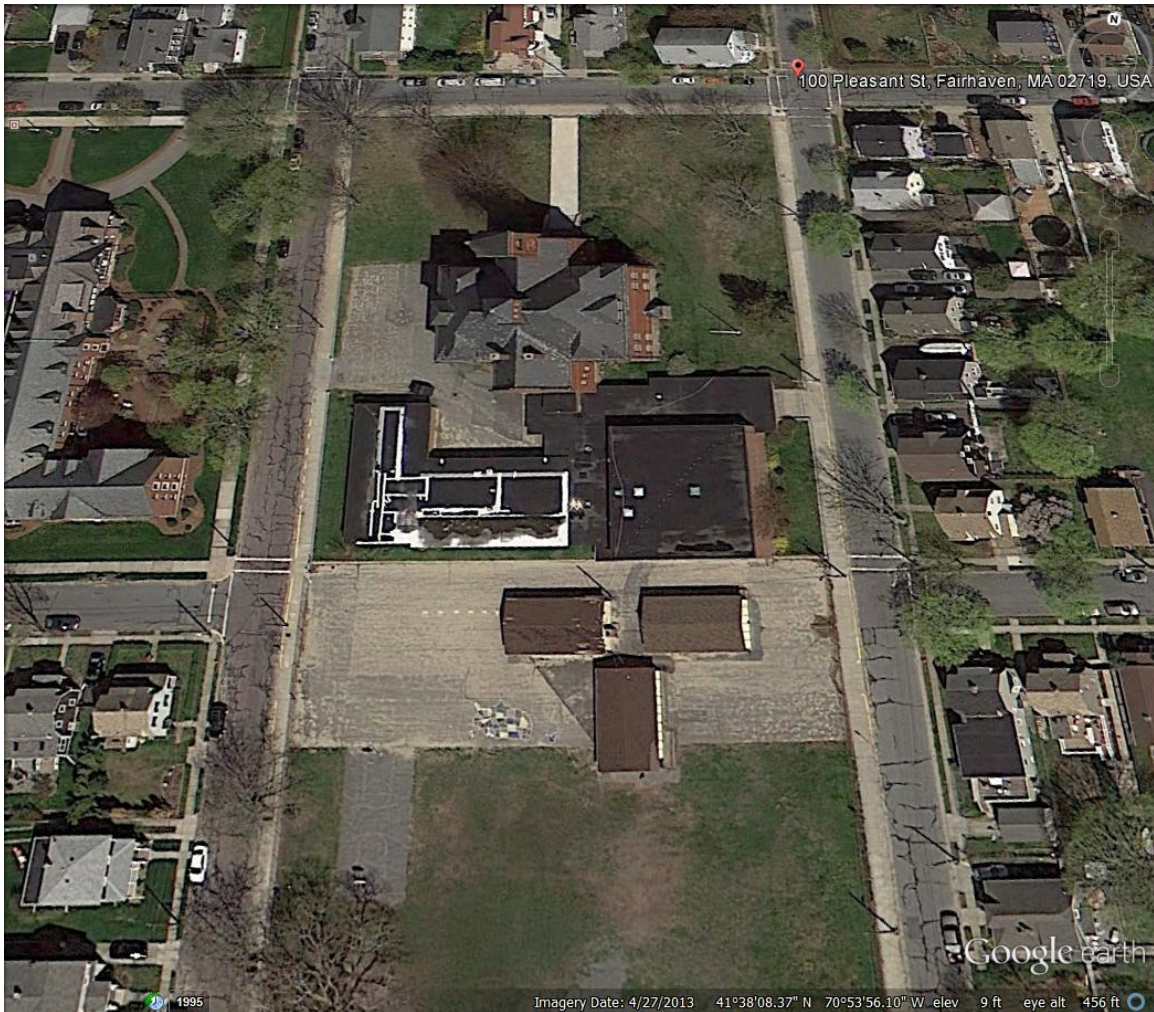
Negotiations

The Town reserves the right to reject or accept any or all proposals, or any item or items of the proposals, and to waive technical defects which are not of a substantive nature if it is determined that it is in the best interest of the Town. The Town will proceed with the selection of that proposal which in its opinion represents the most satisfactory response to its selection criteria ***and provides the most sustainable and compatible vision for the future.***

The Town also reserves the right to negotiate changes in the proposal selected. These negotiations may encompass values and items described in this Request for Proposals, as well as values and items identified during the Request for Proposal and negotiation process. On the basis of these negotiations, the Town may refuse to sell the property even after it has tentatively selected one proposed developer for designation and has entered into the negotiations described in this paragraph.

XI.

EXHIBIT A



(Google Earth view of Rogers School, 100 Pleasant Street)

NOTE: Portable Classrooms have been removed.

EXHIBIT B

To be added later

ATTACHED FORMS

Attached are forms which will be required of the selected proposer and a copy of the Historic Site Reuse Special Permit which should be consulted while preparing your proposal and for future permitting.

Attachments:

- ***Fairhaven §198-29.8 Historic Site Reuse Special Permit***
- Form 1: Proposal Form Cover Sheet
- Form 2: Background of Proposal Organizations
- Form 3: Hazardous Material Release
- Form 4: Certificate of Non - Collusion
- Form 5: Disclosure Statement for Transaction With A Public Agency Concerning Real Estate

(Form 1)**PROPOSAL FORM COVER SHEET**

SUBMITTED TO: Town of Fairhaven
40 Center Street
Fairhaven, MA 02719

DATE RECEIVED BY TOWN: _____

SUBMITTED BY: Name: _____

Firm: _____

Address: _____

Telephone: _____

Set forth by the Town of Fairhaven, the accompanying proposal is submitted to purchase the Rogers School in the Town of Fairhaven, MA, described therein.

I am fully aware of the requirements established by the Town for selection of a Developer and except these requirements. ***The attached information is complete and accurate.***

Signature

Title

Date

(Form 2)**BACKGROUND OF PROPOSING ORGANIZATION**

Proposed Purchase Price \$ _____

1. Full Name of Organization:
2. Main Office of Organization:
3. Local Address of Organization:
4. Telephone Number(s):
5. The name(s) and address(es) of all persons participating in this application as principals other than the undersigned are:

(Use separate sheet of paper and attach if further principals are involved).

6. The applicant is a(n):
(Individual/Partnership/Joint/Venture/Corporation/Trust, etc.)

If applicant is a Partnership, state name and residential address of both general and limited partners:

7. The Federal Social Security Identification Number of the applicant (the number used on Employers' Quarterly Federal Tax Return, U.S. Treasurer Department Form 941) is:
8. Number of years organization has been in business under current name:
9. Has organization ever failed to perform any contract, or been disqualified or barred from bidding or working on public projects?
(If answer is 'yes', please state circumstances).

10. Authorization:

Dated at:

This _____ day of _____, 2021.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

11. Attestation

_____, being duly sworn deposes and says that he/she is
the _____ of _____ and that all answers to the foregoing
questions and all statements contained herein are true and correct.

Subscribed and sworn before me this _____ day of _____, 2021.

Notary Public:

My Commission expires:

NOTE: This application must bear the written signature of the applicant.

If the applicant is an individual doing business under a name other than his own name, the application must state so, giving the address of the individual.

If the applicant is a partnership, the application must be signed by a partner and designated as such.

If the applicant is a corporation, trust or joint venture, the application must be signed by a duly authorized officer or agent of such corporation, trust or joint venture and contain written evidence of the authority to bind the entity.

Town of Fairhaven

Sale and Development of Former Rogers Elementary School

(Form 3)

HAZARDOUS MATERIAL RELEASE

**HAZARDOUS MATERIAL RELEASE
("Hold Harmless" AGREEMENT)**

**RELEASE REGARDING HAZARDOUS MATERIALS
ROGERS SCHOOL
100 PLEASEANT STREET
FAIRHAVEN, MA 02719**

The Town assumes no liability for any release of hazardous materials on this Property. The Proposer has not relied upon any representations by the Town with respect to hazardous materials, except to the extent disclosed herein.

The Proposer agrees to release and hold harmless the Town of Fairhaven from any liability arising out of any hazardous materials that may be present on the Property.

PROPOSER: _____ DATE: _____

(Form 4)**CERTIFICATION OF NON-COLLUSION**

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

(Signature of individual submitting bid or proposal)

(Name of business)

(Form 5)**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)****INSTRUCTION SHEET**

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

____ Lessor/Landlord

____ Lessee/Tenant

____ Seller/Grantor

____ Buyer/Grantee

____ Other (Please describe): _____

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

☐

NONE

NAME:

POSITION:

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER



Request for Proposal
DRAFT 2021-11-12-2915
For Review Only
Sale and Development of
The Former Rogers Elementary School
100 Pleasant St.

Fairhaven, Massachusetts

IMPORTANT DATES**Submission of Proposal due:****Inspection of Premises: TBD, 2022 at ...****Questions: Questions may be submitted in writing to the Director of Planning & Economic Development.****Proposal Due Date: TBD, 2022 at 12:00 Noon****NEWSPAPER ADVERTISEMENT**

TOWN OF FAIRHAVEN
REQUEST FOR PROPOSAL (RFP)
FORMER ROGERS ELEMENTARY SCHOOL

The Town of Fairhaven solicits proposals for the sale and development of the former Rogers Elementary School that sits on a 71,751 SF site improved with approximately 46,721 SF of space in the former educational facility. The property is located at 100 Pleasant Street. The Town seeks to designate a developer subject to the Terms and Conditions contained in its Request for Proposal (RFP). The RFP will be available at the Fairhaven Town Hall, Board of Selectmen's Office, at 40 Center Street, Fairhaven MA, M-F from 9:00 a.m. to 4:00 p.m. Email: Vloliveira@fairhaven-ma.gov.

Proposal submission due **TBD, 2022** by 12:00 noon, Office of the Town Administrator, Fairhaven Town Hall, 40 Center Street, Fairhaven, MA. 02719 The Town reserves the right to reject any and all proposals or to accept that proposal which is deemed in the best interest of the Town of Fairhaven, MA.

REQUEST FOR PROPOSAL (RFP) SUBMISSION REQUIREMENTS**OVERVIEW**

1. The submittal must be formatted as a single bound volume. Provide one (1) original and six (6) copies, and one (1) electronic copy on a flash drive or CD. All proposals must be submitted in a sealed package clearly labeled with the following:

TITLE: Proposal for Sale of the Former Rogers Elementary School Property
100 Pleasant Street, Fairhaven, MA

FROM: Name and address of proposer(s)

TO: Town of Fairhaven
Town Administrator
40 Center Street,
Fairhaven, MA 02719
(508) 979-4023 Ext.104
EMAIL: Vloliveira@fairhaven-ma.gov FAX: (508) 979-4079

DUE: TBD, 2022, 12:00 Noon. No submittals will be accepted after said date and time.

Please check the Town website before filing for any changes or updates to this RFP.

Rogers DRAFT RFP 2021-12-10 *for review only*

TABLE OF CONTENTS

- I. Introduction
- II. Site Location and Description
- III. Development Concept
- IV. Design and Development Guidelines
- V. Instructions for Completion and Submission of Proposals
- VI. Required Information
- VII. Procedures for Evaluation, Selectmen, Sale and Conveyance
- VIII. Submission Requirements
- IX. Ranking Criteria
- X. Town of Fairhaven Reservation of Rights
- XI. Attached Forms/Exhibits

Fairhaven §198-29.8 Historic Site Reuse Special Permit

Exhibit A: Picture and Plot Map of Rogers School

Exhibit B: Fairhaven Assessors Field Card

Form 1: Proposal Form Cover Sheet

Form 2: Background of Proposal Organization

Form 3: Hazardous Material Release Form

Form 4: Certificate of Non-Collusion

Form 5: Disclosure Statement for Transaction With A Public Agency Concerning
Real Estate

I.
INTRODUCTION

The Town of Fairhaven, Massachusetts (“the Town”) is seeking to sell a certain property that is no longer necessary for municipal purposes. The Town seeks to facilitate the redevelopment of this property so that they can contribute to the economy of the Town. Through this RFP, the Town will receive sealed Proposals for the sale of a certain property located at 100 Pleasant Street (Rogers Elementary School) also known as the “Rogers School”. The Rogers School property contains approximately 71,751 square feet of land improved by approximately 46,721 square feet of gross building area.

The property is currently zoned Residential (RA). The property is more fully described in Exhibit “A” and Exhibit “B” at the end of this document. ***The property includes the Rogers School property (Map 8 Lot 9) plus the Union Street Right of Way between Chestnut and Pleasant Streets (40 feet by 250 feet with utility easement) with the understanding that the developer will provide a suitable easement for existing and future utilities, plus 50 feet (or 75 feet). The developer will assume all costs associated with preparing and recording easement plans.***

II.
SITE LOCATION AND DESCRIPTION

Fairhaven is a Town of 16,000 residents located on Buzzards Bay in Southeastern Massachusetts. The Town shares a working harbor with New Bedford and is approximately 60 miles southeast of Boston and 40 miles east of Providence, RI. It is also on the Gateway leading to Cape Cod.

The Rogers Elementary School is located near the historic center of downtown Fairhaven in a neighborhood of primarily single family homes. The 1885 section of the school is located on Center Street, a few blocks east of the historic Town Hall, Millicent Library, and the Unitarian Memorial Church. ***The 1885 section of the school is located on Center Street, a few blocks east of the historic Town Hall, Millicent Library, and the Unitarian Memorial Church. The 1885 section of the Rogers School is a beautiful 4-story brick building with a 7-story bell tower in the Queen Anne style designed by architect Warren Briggs with a high level of historical significance. The first and second floors each have four classrooms and the third floor consists of a large assembly/gymnasium space as well as an apartment that was once used by the school custodian and some storage.*** The 1957 one-story addition located on the south side of the 1885 section includes a gymnasium, small kitchen area, office space, restrooms, and four classrooms. The Rogers School has easy access to I-195 and Route 6, both of which cross through Fairhaven.

III.
DEVELOPMENT CONCEPT

The development project should consider the historical significance of the property as well as the historical and residential character of the neighborhood. The development project should seek to restore the historic building in conformance with applicable preservation standards including incorporating the architectural elements of the building. Further, the architectural design of all project components should resemble the human scale of traditional Fairhaven architecture and shall be compatible with the surrounding municipal, residential and commercial properties. ***If a***

proposal includes demolition of the 1950's structure and constructing an addition, attached or near to the historic school building, the proposed addition should be clearly subordinate to the historic 1880's building.

In addition to design improvements, disposition of the Development and Property Rights will help to achieve several financial and planning objectives of the Town of Fairhaven. ***The Town is receptive to a ~~mix-variety~~ of uses if that is what a respondent believes is required to preserve the building and character of the neighborhood and make the Project work. Developers should be aware that most proposals will likely be subject to Special Permit review under Fairhaven §198-29.8 Historic Site Reuse Special Permit (attached) and that zoning changes would be subject to Town Meeting approval. “The purpose of the historic site reuse special permit is to promote the adaptive reuse of eligible municipally owned buildings no longer used by the Town for municipal purposes for residential use that protects the historic character by modifying those general zoning regulations, including parking and loading, lot and building dimensions, density and use limitations, which would otherwise make such preservation infeasible, while protecting the health, welfare, aesthetics and character of the neighboring community”. The Town will consider uses other than residential, as noted above, if the proposal otherwise meets the purposes of §198-29.8 which provides significant leeway for great proposals.*** ***The project should provide accessibility to people with disabilities and potential developers should consider how the Project will expand housing, employment and business opportunities for residents, minorities, and women.***

IV.

DESIGN AND DEVELOPMENT GUIDELINES

DESIGN

The Town will consider proposals for development which must include the following:

1. **Massing and Character**
The project should exhibit strong design relationships with neighboring properties, particularly with the orderly pattern established by the street alignment and sitting of buildings. The design should be compatible with ***existing*** construction and renovation in the area. The architectural design of project components and facades should resemble the human scale of traditional Fairhaven architecture.
2. **Provisions for Persons with Disabilities**
The project should be designed to fully comply with the provisions of *Americans with Disabilities Act of 1990* so that persons with disabilities can enter, travel about, and leave the building in a convenient manner without obstruction.
3. **Vehicular Access**
Developers should consider the potential impacts on neighborhood streets. The scheme should be designed so as not to adversely affect the current traffic flow **or markedly increase the trip generation compared to previous uses.**

4. Service Areas

Service areas should be inconspicuous, safe and fully enclosed. Use of service areas must not interfere with pedestrian circulation.

5. Landscaping

The premises shall at all times be maintained in an aesthetically appealing manner, free of all debris.

6. Concept

The goal for the Town is a successful and compatible reuse of the historic 1885 Rogers School building and grounds in a manner consistent with the historic character of the area. The Town will entertain a proposal for a single use type or ~~mixed~~ a variety of different uses as long as they can be compatible with the area and one another. The Town's criteria for selection is described in more detail in Section VII of this Request for Proposals.

V.

INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF PROPOSALS

A Proposal consists of:

- Cover Letter and Transmittal
- Proposal Forms
- Required Attachments

For the Town to consider the proposal, the cover sheet and proposal forms must be substantially completed, signed and notarized. The Town asks proposers not to submit their proposal in notebooks or binders.

Sealing and Labeling of Proposals

Proposers must seal copies of their proposals in an envelope with the name "Proposal for Sale of the Former Rogers Elementary School Property" and the submission deadline on the envelope. The name and return address of the proposer must also be indicated on the outside of the envelope(s). Proposals without sufficient identification will be rejected and returned to the sender.

SUBMISSION OF PROPOSALS

Proposals must be received at the following address by 12:00 noon on **TBD 2022**
Office of the Town Administrator

Fairhaven Town Hall
40 Center Street
Fairhaven, MA 02719

Proposals received by the Town after the deadline shall be refused or returned unopened to their respective proposers. A firm deadline is necessary to ensure fairness to all proposers.

VI.

EACH PROPOSAL SHOULD CONTAIN THE FOLLOWING INFORMATION

Applicant Information

1. Letter of Interest introducing the development team, including the developer, architect and other consultants.
2. Relevant past experience of development team.
3. Developer's Statement of Public Disclosure and Statement of Qualifications and Financial Responsibility (Form Enclosed).

Development Proposal

1. A project summary, including a description of proposed uses and public amenities, proposed ownership structure and anticipated development schedule. A superior summary and proposal will address the Ranking Criteria on page 11 and the requirements for application under §198-29.8.D(2) below to the greatest degree possible at this stage:
 - 1) (2) The application and plans shall provide:
 - a) A statement of the facts supporting the eligibility of the subject building for special permit.
 - b) A description of the proposed project, including the planned alteration or reconstruction of the eligible building, the planned alteration, reconstruction or construction of any other structures and the proposed uses.
 - c) A detailed statement of all proposed modifications to zoning bylaw requirements.
 - d) An analysis of the project prepared by a qualified professional Massachusetts licensed architect or Massachusetts licensed engineer addressing the feasibility of the project; the reason modification of zoning regulations is needed to make the project feasible; and the impact of each of those modifications on the neighboring community.
 - e) A description of the proposed plans for preservation of the historic building and site, including plans for maintenance and the financial mechanism for the cost of maintenance.
 - f) A proposal, with draft legal documentation, to provide assurance of the continued maintenance of the historic building and site, specifically granting the Town of Fairhaven standing and authority to enforce continued protection and maintenance of the historic site.

- ~~1.2.~~ A separate narrative response to each of the eight (8) questions in Section VIII which refer to the evaluation criteria for the disposition.
- ~~2.3.~~ Architectural drawing(s) of the proposed Development reduced in size to fit into the response package.

Financial Information

1. Development Schedule and Finance time frame.
2. Evidence of financial capacity to complete proposed project including a Letter of Interest from a financial institution of source of funding for the acquisition, construction, and permanent financing.

Financial Responsibility for Proposal Preparation

The Town accepts no financial responsibility for costs incurred by any proposer in responding to this Request for Proposals. All responses to this Request for Proposals will become the property of the Town and reasonable precautions to ensure the confidentiality of the material will be taken. All material will become public information after ***the proposal has been opened*** at the time and date set for the proposal opening.

Withdrawal of Proposals

Proposers may only withdraw their proposals by written notice received by the Town at the address listed in Section VI above, **prior** to the time and date set for the proposal opening.

VII.

PROCEDURES FOR EVALUATION, SELECTION, SALE AND CONVEYANCE

The Town's objectives are to ensure utilization of the historic structure and ***of sustainable and compatible redevelopment of the property and protection of its historic character***. To this end, the Town shall evaluate all proposals for conformity to the requirements of this Request for Proposals, and for the degree to which they satisfy the selection criteria in Section IX.

The Town will begin to review and evaluate proposals promptly after the Submission Deadline of Evaluation of proposals and selection of the most advantageous proposal will be based solely upon the evaluation and selection criteria listed in Section VIII of this Request for Proposals. The Town reserves the right to waive portions of the Request for Proposals for all proposers, to excuse minor informalities on proposals, or to reject all proposals, if deemed in the best interest of the Town.

Initial Review

The Town will identify any proposals which do not meet the qualification Submission Requirements stated in Section VIII. Such proposals may be rejected and returned to the proposers who submitted

them. Interested parties should note that the Town will consider only proposals which include comprehensive development scenarios.

If a proposer does not adequately complete his or her proposal, or if the Town is unable to determine whether the proposal meets the requirements of the Request for Proposals, the Town may attempt to clarify the proposal, but reserves the right to declare the proposal non-qualifying.

The Town will notify in writing the proposers who submitted non-qualifying proposals.

Evaluation of Qualifying Proposals

Once the Town has verified that the remaining proposals meet all the requirements of the Request for Proposals, the Town will analyze them using the qualitative criteria (i.e. categorizing the proposal for that requirement as highly advantageous, advantageous, not advantageous, or unacceptable) to identify the proposal which best meets the Town's needs.

The highest rated proposal will be recommended on the basis that the proposer represents that it is made in good faith.

Financial Review

It is the responsibility of the proposer to designate a competent individual to respond to Town inquiries regarding financial aspects of the proposal. The Town may perform a preliminary analysis of the financial capacity of qualifying proposers to accomplish the proposal and subsequently shall perform an in-depth analysis after the proposer has been conditionally designated. Notwithstanding the previous sentence, the Town may perform the in-depth analysis prior to conditional designation of a proposer. The Town may withhold Full Designation from a proposer on the basis of responses to the Affidavits required to be submitted as part of the proposal.

Notification to Proposers

Upon selection of a proposal, the Town will notify all proposers of the decision in writing.

Terms of Sale

After a proposal has been selected, the selected proposer will be conditionally designated by the Town. The Town and the Conditionally Designated Developer will negotiate the terms of sale. A firm **permitting**, construction and development schedule must be submitted and agreed upon by all parties, outlining that the project will be started within six (6) months **of receiving permits** and be completed within twenty-four (24) months. The final transfer agreement shall require compliance with the schedule and shall include a clause to allow the Town to impose substantial penalties for failure to comply with the schedule. The agreement shall include a reversion clause that the Town may exercise if the proposer fails to substantially proceed with **financing, permitting**, construction and/or development **within the proscribed time**. The terms must be consistent with the Request for Proposals.

Conditions of the Properties

An agreement with the successful Proposer shall be subject to all restrictions and conditions of record, insofar as they may be in-force and applicable to said parcel.

Any and all costs, including but not limited to environmental remediation, due to known or unknown conditions, including but not limited to any and all contamination as defined by local, state and federal laws and/or agencies, currently known or unknown to the Town, the designated developer or any other individual at the project site, will be adsorbed and paid for solely by the designated Proposer. The designated proposer will release, indemnify, and hold harmless the Town of Fairhaven from any and all obligations it may have in regards to, or claims that may arise from, any known or unknown conditions at the Project site as stated herein. They will also complete Form 1: (Hazardous Material Release Form).

THE PROPERTY IS PRESENTED TO THE BUYER IN "AS-IN" CONDITION.

The respondent should be aware that there is a "lis pendens" on the property. The Town does not know how long or when it may be settled. The Town is confident in its position as was confirmed by agreed-in the lower court's decision.

VIII.

SUBMISSION REQUIREMENTS**Qualifying Submission Requirements**

These requirements must be met in order for a proposal to be considered qualifying and undergo further evaluation:

Form:

The proposal must be submitted with a full set of signed Request for Proposal Application Forms and with all required attachments. It must be submitted in a sealed and properly labeled envelope, and must be received by the Town before the deadline of 12:00 noon on **TBD 2022**.

Proposed Use:

The proposed use must conform to the uses described in the Request for Proposal. ***If the proposed use, or aspects of the proposed use, does not conform to the uses described in the RFP you must explain why it is part of the proposal and how it can be justified.***

Financial Capacity:

Proposer must show the financial capacity to accomplish the proposal development. Commitment letters from lending sources and financial statements of the proposed development entity and of related parties should be provided.

Reasonable Responses to Selection Criteria Questions:

The proposer must provide reasonable responses to questions 1 through **8-12** listed in "Ranking Criteria" in this Section VIII. Each question should be answered separately and completely.

Relative Merit

The following criteria will be used to compare the relative merits of qualifying proposals. They should be referred to specifically in each proposal. Please use the questions below to refer to each criterion. All criteria will be used, with more weight given to those criteria which are described as “highly significant” (the ordering of the criteria below is irrelevant). The Town reserves the right to require further detail and/or additional information as the need arises during review of the qualifying proposal.

Evaluation of proposals will be based upon information provided in the proposals and verification of references provided by the proposer or individuals’ familiar with the proposer, from other Town files from other generally available and verifiable information.

The rest of this page is intentionally left blank.

IX RANKING CRITERIA

Note: All twelve (12) questions or descriptions must be answered separately by proposer.

1. Short and Long Term Vision (Highly Significant)

Please describe your vision for the property for the short-term (two years) and long-term?

2. Developer Experience (Significant)

Describe your development team's demonstrated production and management experience.

3. Experience with Historical Restoration (Significant)

Do you have any experience in redevelopment of historical buildings?

4. Developer Financial Capacity to Design/Construct (Highly Significant)

Provide evidence of financial commitment to design, permit, construct and manage the project?

5. Developer Financial Capacity for long term management of the Site (Significant)

What experience does the development team have to manage this site over the long-term?

6. Preliminary Design Plans (Significant)

When can the final design be prepared? When can your development team commence?

7. Employment Initiative (Moderately Significant)

What Initiative for employment of Fairhaven residents, minorities, and women does your proposal include during both the construction and the operation phases of the development?

8. Original Historic Building (Highly Significant)

Describe how your plan retains the original historic 1885 Rogers School building.

9. Deed Restrictions (Highly Significant)

Does your plan include providing deed restrictions for the historic building? Does your plan include deed restrictions that would carry over to future sales of the property to retain and maintain the historic building?

10. Purchase Plan (Significant)

What is your proposal to purchase and finance the redevelopment of Rogers School?

11. Cash on Hand or Pre-Approved Financing (Highly Significant)

Do you have cash on hand or pre-approved financing from a financial institution?

12. Other Economic Benefits (Significant)

a) What other direct revenue benefits does your development plan offer?

b) What other indirect revenue benefits does your development plan offer?

Selection Process

OVERVIEW

The Town will review all RFP submittals for completeness. Proposers may be required to submit additional information and/or respond to questions prepared by the Town in written form. ***The Procurement Officer and Town Planner will open the responses to the RFP at the appointed hour. A Town selection committee*** will review all of the proposals and, based on their evaluation of the proposal's ability to best meet the evaluation criteria, will determine a preferred proposer for preliminary designation with whom the Town will enter into negotiations with. The committee may also rank alternate proposers with whom the Town could enter into negotiations in the event that negotiations with the preferred proposer are unsuccessful.

Note: While the Town will entertain all proposals, those that allow the original 1885 portion of the Rogers School to remain will receive a higher evaluation. Deed Restrictions to maintain historical character: Developers who propose deed restrictions on the 1885 portion of the Rogers School will receive a higher evaluation.

1. RFP Proposal Review Criteria

The following criteria will be used to evaluate the proposals, as may be clarified by any requested information.

- A. Capability of Development Organization – Evidence that the Proposer has the capability, experience, and financial strength to undertake the proposed project and to complete the project successfully, including fulfilling Town objectives for the project, within a reasonable timeframe. Such evidence could include:
 - Evidence of successful financing, management of projects of similar or comparable nature and size/cost or other relevant projects.
 - Evidence of financing relationships and the ability to obtain financing for the project as indicated by letters from financing sources to that effect.
 - Evidence of successful past and/or current dealings with public entities in the development and management of projects, particularly public-private development projects.
 - The Town's selection committee's evaluation of the developer's commitment to, and understanding of, the Town's goals and objectives for the project.
 - References from past and/or current clients that indicate the Proposer's ability to deliver the project.
- B. Capability of the Development Team
 - Evidence of capability of the Proposer development team to carry out the proposed project as indicated by the experience of the individuals playing key roles in the project.
 - Experience with projects of similar, comparable or relevant scope.
- C. References
 - A minimum of three references are required that can specifically address the capability of the proposer to undertake the project. References should include names, titles, full

addresses, telephone numbers and a brief description of the relationship to the Proposer with regards to previous experience.

X

TOWN'S RESERVATION OF RIGHTS

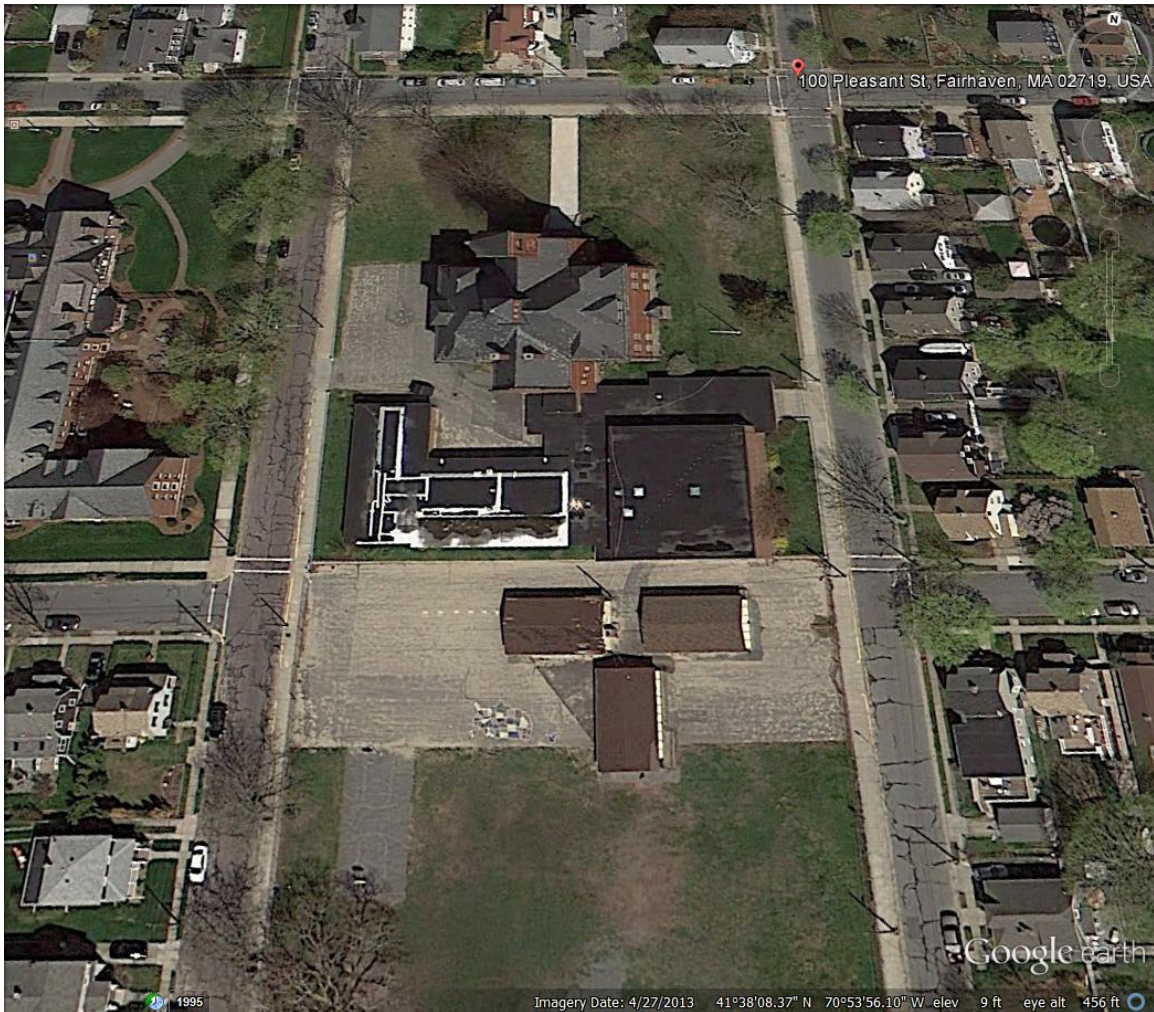
Negotiations

The Town reserves the right to reject [or accept](#) any or all proposals, or any item or items of the proposals, and to waive technical defects which are not of a substantive nature if it is determined that it is in the best interest of the Town. The Town will proceed with the selection of that proposal which in its opinion represents the most satisfactory response to its selection criteria ***and provides the most sustainable and compatible vision for the future.***

The Town also reserves the right to negotiate changes in the proposal selected. These negotiations may encompass values and items described in this Request for Proposals, as well as values and items identified during the Request for Proposal and negotiation process. On the basis of these negotiations, the Town may refuse to sell the property even after it has tentatively selected one proposed developer for designation and has entered into the negotiations described in this paragraph.

XI.

EXHIBIT A



(Google Earth view of Rogers School, 100 Pleasant Street)

NOTE: Portable Classrooms have been removed.

EXHIBIT B

To be added later

ATTACHED FORMS

Attached are forms which will be required of the selected proposer and a copy of the Historic Site Reuse Special Permit which should be consulted while preparing your proposal and for future permitting.

Attachments:

- *Fairhaven §198-29.8 Historic Site Reuse Special Permit*
- Form 1: Proposal Form Cover Sheet
- Form 2: Background of Proposal Organizations
- Form 3: Hazardous Material Release
- Form 4: Certificate of Non - Collusion
- Form 5: Disclosure Statement for Transaction With A Public Agency Concerning Real Estate

(Form 1)**PROPOSAL FORM COVER SHEET**

SUBMITTED TO: Town of Fairhaven
40 Center Street
Fairhaven, MA 02719

DATE RECEIVED BY TOWN: _____

SUBMITTED BY: Name: _____

Firm: _____

Address: _____

Telephone: _____

Set forth by the Town of Fairhaven, the accompanying proposal is submitted to purchase the Rogers School in the Town of Fairhaven, MA, described therein.

I am fully aware of the requirements established by the Town for selection of a Developer and except these requirements. ***The attached information is complete and accurate.***

Signature

Title

Date

(Form 2) BACKGROUND OF PROPOSING ORGANIZATION

Proposed Purchase Price \$ _____

1. Full Name of Organization:
2. Main Office of Organization:
3. Local Address of Organization:
4. Telephone Number(s):
5. The name(s) and address(es) of all persons participating in this application as principals other than the undersigned are:

(Use separate sheet of paper and attach if further principals are involved).

6. The applicant is a(n):
(Individual/Partnership/Joint/Venture/Corporation/Trust, etc.)

If applicant is a Partnership, state name and residential address of both general and limited partners:

7. The Federal Social Security Identification Number of the applicant (the number used on Employers' Quarterly Federal Tax Return, U.S. Treasurer Department Form 941) is:
8. Number of years organization has been in business under current name:
9. Has organization ever failed to perform any contract, or been disqualified or barred from bidding or working on public projects?
(If answer is 'yes', please state circumstances).

10. Authorization:

Dated at:

This _____ day of _____, 2021.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

11. Attestation

_____, being duly sworn deposes and says that he/she is
the _____ of _____ and that all answers to the foregoing
questions and all statements contained herein are true and correct.

Subscribed and sworn before me this _____ day of _____, 2021.

Notary Public:

My Commission expires:

NOTE: This application must bear the written signature of the applicant.

If the applicant is an individual doing business under a name other than his own name, the application must state so, giving the address of the individual.

If the applicant is a partnership, the application must be signed by a partner and designated as such.

If the applicant is a corporation, trust or joint venture, the application must be signed by a duly authorized officer or agent of such corporation, trust or joint venture and contain written evidence of the authority to bind the entity.

Town of Fairhaven

Sale and Development of Former Rogers Elementary School

(Form 3)

HAZARDOUS MATERIAL RELEASE

**HAZARDOUS MATERIAL RELEASE
("Hold Harmless" AGREEMENT)**

**RELEASE REGARDING HAZARDOUS MATERIALS
ROGERS SCHOOL
100 PLEASEANT STREET
FAIRHAVEN, MA 02719**

The Town assumes no liability for any release of hazardous materials on this Property. The Proposer has not relied upon any representations by the Town with respect to hazardous materials, except to the extent disclosed herein.

The Proposer agrees to release and hold harmless the Town of Fairhaven from any liability arising out of any hazardous materials that may be present on the Property.

PROPOSER: _____ DATE: _____

(Form 4)**CERTIFICATION OF NON-COLLUSION**

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

(Signature of individual submitting bid or proposal)

(Name of business)

(Form 5)

**DISCLOSURE STATEMENT FOR
TRANSACTION WITH A PUBLIC AGENCY CONCERNING REAL PROPERTY
M.G.L. c. 7C, s. 38 (formerly M.G.L. c. 7, s. 40J)**

INSTRUCTION SHEET

NOTE: The Division of Capital Asset Management and Maintenance (DCAMM) shall have no responsibility for insuring that the Disclosure Statement has been properly completed as required by law. Acceptance by DCAMM of a Disclosure Statement for filing does not constitute DCAMM's approval of this Disclosure Statement or the information contained therein. Please carefully read M.G.L. c. 7C, s. 38 which is reprinted in Section 8 of this Disclosure Statement.

Section (1): Identify the real property, including its street address, and city or town. If there is no street address then identify the property in some other manner such as the nearest cross street and its tax assessors' parcel number.

Section (2): Identify the type of transaction to which this Disclosure Statement pertains --such as a sale, purchase, lease, etc.

Section (3): Insert the exact legal name of the Public Agency participating in this Transaction with the Disclosing Party. The Public Agency may be a Department of the Commonwealth of Massachusetts, or some other public entity. Please do not abbreviate.

Section (4): Insert the exact legal name of the Disclosing Party. Indicate whether the Disclosing Party is an individual, tenants in common, tenants by the entirety, corporation, general partnership, limited partnership, LLC, or other entity. If the Disclosing Party is the trustees of a trust then identify the trustees by name, indicate that they are trustees, and add the name of the trust.

Section (5): Indicate the role of the Disclosing Party in the transaction by checking one of the blanks. If the Disclosing Party's role in the transaction is not covered by one of the listed roles then describe the role in words.

Section (6): List the names and addresses of every legal entity and every natural person that has or will have a direct or indirect beneficial interest in the real property. The only exceptions are those stated in the first paragraph of the statute that is reprinted in Section 8 of this Disclosure Statement. If the Disclosing Party is another public entity such as a city or town, insert "inhabitants of the (name of public entity)." If the Disclosing Party is a non-profit with no individual persons having any beneficial interest then indicate the purpose or type of the non-profit entity. If additional space is needed, please attach a separate sheet and incorporate it by reference into Section 6.

Section (7): Check "NONE" in the box if none of the persons mentioned in Section 6 is employed by DCAMM or an official elected to public office in the Commonwealth of Massachusetts. Otherwise list any parties disclosed in Section 6 that are employees of DCAMM or an official elected to public office.

Section (8): The individual signing this statement on behalf of the Disclosing Party acknowledges that he/she has read the included provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts.

Section (9): Make sure that this Disclosure Statement is signed by all required parties. If the Disclosing Party is a corporation, please make sure that this Disclosure Statement is signed by a duly authorized officer of the corporation as required by the statute reprinted in Section 8 of this Disclosure Statement.

DCAMM's acceptance of a statement for filing does not signify any opinion by DCAMM that the statement complies with applicable law.

This completed and signed Disclosure Statement should be mailed or otherwise delivered to:

Deputy Commissioner for Real Estate
Division of Capital Asset Management and Maintenance
One Ashburton Place, 15th Floor, Boston, MA 02108

The undersigned party to a real property transaction with a public agency hereby discloses and certifies, under pains and penalties of perjury, the following information as required by law:

- (1) REAL PROPERTY:
- (2) TYPE OF TRANSACTION, AGREEMENT, or DOCUMENT:
- (3) PUBLIC AGENCY PARTICIPATING in TRANSACTION:
- (4) DISCLOSING PARTY'S NAME AND TYPE OF ENTITY:
- (5) ROLE OF DISCLOSING PARTY (Check appropriate role):

____ Lessor/Landlord

____ Lessee/Tenant

____ Seller/Grantor

____ Buyer/Grantee

____ Other (Please describe): _____

- (6) The names and addresses of all persons and individuals who have or will have a direct or indirect beneficial interest in the real property excluding only 1) a stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation or 2) an owner of a time share that has an interest in a leasehold condominium meeting all of the conditions specified in M.G.L. c. 7C, s. 38, are hereby disclosed as follows (attach additional pages if necessary):

NAME

RESIDENCE

- (7) None of the above- named persons is an employee of the Division of Capital Asset Management and Maintenance or an official elected to public office in the Commonwealth of Massachusetts, except as listed below (Check "NONE" if NONE):

☐

NONE

NAME:

POSITION:

- (8) The individual signing this statement on behalf of the above-named party acknowledges that he/she has read the following provisions of Chapter 7C, Section 38 (formerly Chapter 7, Section 40J) of the General Laws of Massachusetts:

No agreement to rent or to sell real property to or to rent or purchase real property from a public agency, and no renewal or extension of such agreement, shall be valid and no payment shall be made to the lessor or seller of such property unless a statement, signed, under the penalties of perjury, has been filed by the lessor, lessee, seller or purchaser, and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance. The provisions of this section shall not apply to any stockholder of a corporation the stock of which is listed for sale to the general public with the securities and exchange commission, if such stockholder holds less than ten per cent of the outstanding stock entitled to vote at the annual meeting of such corporation. In the case of an agreement to rent property from a public agency where the lessee's interest is held by the organization of unit owners of a leasehold condominium created under chapter one hundred and eighty-three A, and time-shares are created in the leasehold condominium under chapter one hundred and eighty-three B, the provisions of this section shall not apply to an owner of a time-share in the leasehold condominium who (i) acquires the time-share on or after a bona fide arms length transfer of such time-share made after the rental agreement with the public agency is executed and (ii) who holds less than three percent of the votes entitled to vote at the annual meeting of such organization of unit owners. A disclosure statement shall also be made in writing, under penalty of perjury, during the term of a rental agreement in case of any change of interest in such property, as provided for above, within thirty days of such change.

Any official elected to public office in the commonwealth, or any employee of the division of capital asset management and maintenance disclosing beneficial interest in real property pursuant to this section, shall identify his position as part of the disclosure statement. The commissioner shall notify the state ethics commission of such names, and shall make copies of any and all disclosure statements received available to the state ethics commission upon request.

The commissioner shall keep a copy of each disclosure statement received available for public inspection during regular business hours.

- (9) This Disclosure Statement is hereby signed under penalties of perjury.

PRINT NAME OF DISCLOSING PARTY (from Section 4, above)

AUTHORIZED SIGNATURE of DISCLOSING PARTY DATE (MM / DD / YYYY)

PRINT NAME & TITLE of AUTHORIZED SIGNER

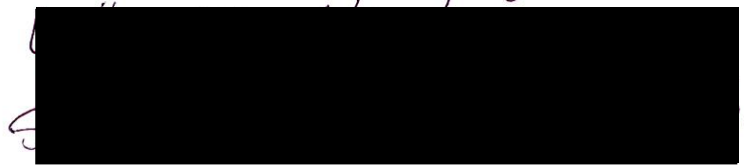
TO WHOM IT MAY CONCERN,

I, SARAH BUCK, WOULD LIKE TO BE
APPOINTED TO THE FAIRHAVEN DISABILITY
COMMITTEE. AS A DISABLED PERSON MYSELF,
I HAVE A VESTED INTEREST IN THIS COMMITTEE
AND THE BETTERMENT OF THE TOWN OF FAIRHAVEN.
FOR ALL.

REGARDS,

SARAH A. BUCK
12 BAKER AVE.
FAIRHAVEN, MA.

02719.



COM

BOARD OF SELECTMAN
FAIRHAVEN MASS

2021 DEC 10 P 3 56

RECEIVED



Re: [fairhavenma] Fairhaven Broadband Study Committee (Sent by Sean Daly, seanxdaly@gmail.com)1 message

Bob Espindola <selectmanbobespindola@gmail.com>

Thu, Dec 16, 2021 at 9:29 AM

To: Derek Frates <dfrates@fairhaven-ma.gov>, Vicki Paquette <vloliveira@fairhaven-ma.gov>, Wendy Graves

<wgraves@fairhaven-ma.gov>

Cc: Sean Powers <[REDACTED]>

Wendy and Vicki,

Please add this to our agenda for Monday night.

Thanks,

Bob

On Wed, Dec 15, 2021 at 3:37 PM Derek Frates <dfrates@fairhaven-ma.gov> wrote:

Read Below. Someone interested in joining the Committee.

Derek

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

From: **Contact form at fairhavenma** <cmsmailer@civicplus.com>

Date: Wed, Dec 15, 2021 at 3:36 PM

Subject: [fairhavenma] Fairhaven Broadband Study Committee (Sent by Sean Daly, seanxdaly@gmail.com)

To: dfrates <dfrates@fairhaven-ma.gov>

Hello dfrates,

Sean Daly ([REDACTED]) has sent you a message via your contact form (<https://www.fairhaven-ma.gov/user/1063/contact>) at fairhavenma.If you don't want to receive such e-mails, you can change your settings at <https://www.fairhaven-ma.gov/user/1063/edit>.

Message:

I saw there might be an opening/need for another member of this committee. I have a technology background as well as a finance background and could assist. I live at [15 Causeway Rd.](#) in Fairhaven.

--

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.comFairhavenTV.comFacebook.com/fairhaventv

Fwd: Mass minimum wage for 2022

1 message

Wendy Graves <wgraves@fairhaven-ma.gov>
To: Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Thu, Dec 16, 2021 at 11:19 AM

Can we add this to the agenda to have the Board vote on the increase to the minimum wage to \$14.25?

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

From: **Amy Almeida** <aalmeida@fairhaven-ma.gov>
Date: Thu, Dec 16, 2021 at 8:56 AM
Subject: Mass minimum wage for 2022
To: Wendy Graves <wgraves@fairhaven-ma.gov>

Hi Wendy

Warren asked this morning if there would be a blanket update of those at minimum wage to \$14.25 per hour for January 1, 2022 or did he need to complete a change of status for each person.

My understanding was that the Select Board has to vote that in, I have a copy of notes from their voting to approve the increase for 2021 at the December 7, 2020 meeting. Is this on their December 20th meeting agenda or was it voted on at a previous meeting?

Here is the scale I got off [mass.gov](https://www.mass.gov)

Massachusetts laws

[MGL c.149, § 152A](#) Service charges and tips

[MGL c.151](#) Minimum Fair Wages. Sections 1 and 7 increase minimum wage over the next several years.

Minimum wage

Date	Standard Minimum Wage	Tipped Minimum Wage
January 1, 2021	\$13.50	\$5.55
January 1, 2022	\$14.25	\$6.15
January 1, 2023	\$15.00	\$6.75

Thank you,



Amy Almeida



Gmail

F4

Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Agenda for next Monday night

1 message

Bob Espindola <selectmanbobespindola@gmail.com>

Tue, Dec 14, 2021 at 3:05 PM

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

Wendy,

When you have a moment, please send over what you have so far for a draft agenda for next Monday night's meeting.

Before you do, please add the following;

- 1) Discuss Schedule for Special Town Meeting. #7
- 2) Consider appointing a Select Board representative to the Belonging Committee. #24

Thank you.

Bob

WASTE DISPOSAL SERVICES AGREEMENT

This Agreement entered into between the Board of Selectmen for the Town of Fairhaven ("the Town") and ABC Disposal, Inc. ("the Hauler"), a Massachusetts corporation, on this ___ day of December 2021.

WHEREAS, by the terms of a Waste Acquisition Agreement ("the WAA") dated October 14, 1984, and as subsequently amended, the Town of Fairhaven has the right to deliver certain amounts of solid waste to the COVANTA/SEMASS Partnership plant at Rochester ("SEMASS") for disposal, regardless of whether that solid waste originated from sources inside or outside the Town of Fairhaven, ("the Maximum Tonnage"), and provided that SEMASS may, but is not obligated to, accept more than the Maximum Tonnage of such waste, and

WHEREAS, by the terms of the WAA the Town may be obligated under certain circumstances to pay SEMASS for a short fall in the tonnage delivered on the Town's account to SEMASS, (the "Minimum Tonnage") and

WHEREAS, the Hauler is in the business of hauling waste for disposal, or is a municipality which directly or through a contractor hauls waste generated within that municipality, and

WHEREAS, the town wishes to sell to the Hauler a portion of its right to deliver waste to SEMASS for disposal, and the Hauler wishes to buy from the Town that right to deliver waste,

THEREFORE, the parties agree as follows:

1. Term

The term of this Agreement shall be from January 1, 2022 (the "Commencement Date") until December 31, 2022 unless earlier terminated as otherwise provided herein (the "Termination Date").

2. Delivery of Waste

Subject to any restriction imposed by SEMASS on the delivery of waste beyond the Maximum Tonnage, the Hauler shall deliver to SEMASS, on the Town's account, 25,000 tons ("the Contract Tonnage") of solid waste during the term of this Agreement. The Hauler may not deliver to SEMASS more than 2500 tons of solid waste in any calendar month except with the prior written permission of the Town.

3. Additional Waste Delivery

The Town may from time to time offer, or the Hauler may request and the Town may approve, the option to deliver additional waste to SEMASS during the remainder of the term of this Agreement, or of any extension thereof, depending on the availability of unused allocation. The Town will give the Hauler seven (7) days to notify the Town of its intent to exercise that option, and if the Hauler

exercises that option, the Contract Tonnage and the Pre-payment pursuant to Article 5 of this Agreement will be adjusted accordingly.

4. Quality of Waste

The Hauler will not deliver to SEMASS solid waste which fails to comply with both (i) the provisions of the WAA regarding quality of solid waste, or (ii) any applicable laws or regulations. The hauler will comply fully with the directions of SEMASS for removal of unacceptable waste delivered by the Hauler to SEMASS. The Hauler will pay to the Town the amount of any charge imposed upon the Town as the result of delivery by the Hauler to SEMASS of unacceptable waste.

5. Disposal Fee and Pre-payment, Final Adjustment

The disposal services fee, advance payments and adjustments shall be as follows:

A. DISPOSAL FEE.

1) The fee for each ton of solid waste delivered under this Agreement to SEMASS, subject to the adjustment described in Article 6, below, is the greater of \$80.80 or one hundred twelve and one-half percent (112.5%) of the acceptance fee charged to the Town by SEMASS per ton for such solid waste (the "Disposal Fee").

2) Except to the extent such failure is the result of any restriction imposed by SEMASS on the delivery of waste beyond the Maximum Tonnage, in the event that the Hauler fails to deliver 25,000 tons of solid waste to SEMASS during the term of this Agreement the Hauler will pay to the Town \$8.08 for the difference between 25,000 tons and the tonnage actually delivered by the Hauler to SEMASS. Payment shall be made pursuant to the terms of paragraph E., below.

3) In the event that the Hauler's failure to deliver solid waste to SEMASS during the term of this Agreement results in the Town being charged by SEMASS for failure to deliver the Minimum Tonnage to SEMASS under the WAA, the Hauler will pay to the Town one hundred ten percent (110%) of the amount so charged to the Town by SEMASS. Payment shall be made pursuant to the terms of paragraph E., below.

B. PRE-PAYMENT. Simultaneously with the execution of this Agreement, the Hauler will pay the Town the amount which is equal to $25,000 \times \text{Disposal Fee} \times 1.5 \div 12$. In the event that a pre-payment made by the Hauler to the Town under the similar provisions of a prior agreement has not been reimbursed to the Hauler, the parties may agree that the Town will continue to hold that pre-payment, and that the amount of that pre-payment will be credited toward the Pre-payment otherwise due upon execution of this Agreement.

C. USE OF PRE-PAYMENT. Each month the Town shall pay from the Pre-payment, the amount due by the Town to SEMASS for solid waste authorized or delivered by the Hauler to

SEMASS up to the last day of the preceding month, plus any costs imposed upon the Town by SEMASS as a result of the delivery by the Hauler to SEMASS of unacceptable waste.

D. MONTHLY PAYMENT. The Town shall issue a statement each month to the Hauler for solid waste authorized or delivered by the Hauler to SEMASS up to the last day of the preceding month, plus any costs imposed upon the Town by SEMASS as a result of the delivery by the Hauler to SEMASS of unacceptable waste. Within fourteen (14) days of receipt of that statement from the Town the Hauler will pay that amount to the Town. The Town will allocate a portion of that payment to the Pre-payment account, so that the Pre-payment balance is returned to the original Pre-payment amount set forth in paragraph B., above. The balance of that payment will be allocated to Town revenues.

E. FINAL ADJUSTMENT. Upon completion of all deliveries of waste under this Agreement, any over-payment including any unused balance of the Pre-payment, will be reimbursed to the Hauler, or set off against any amount due by the Hauler to the Town under Article 7; and any underpayment will be paid by the Hauler to the Town, subject to the set-off provisions of Article 7, below, in either event within thirty (30) days of determination and notice of the amount due.

6. Adjustment to Disposal Services Fees

In the event of an increase in the acceptance fee charged to the Town by SEMASS under the terms of the WAA, the Disposal Fee will be increased to an amount equal to one hundred twelve and one-half percent (112.5%) of the acceptance fee charged to the Town by SEMASS. The Pre-payment pursuant to Article 5 of this Agreement will be increased based upon the increased Disposal Fee. In the event of such an increase in the acceptance fee, the Town shall notify the Hauler of the change and of the new Disposal Fee and Pre-payment. The adjustment shall be effective simultaneously with the effective date of change in the acceptance fee charged by SEMASS.

7. Offset, Interest

A. OFFSET In the event of the failure by the Hauler to pay the monthly statement in full when due under Article 5 Paragraph D., the Town shall offset against the amount due the total amount due by the Town to the Hauler under the terms of any other agreement or agreements.

1. If the amount due by the Hauler to the Town under this Agreement exceeds the total amount due by the Town to the Hauler under the terms of any other agreement or agreements, the Town shall credit the amount due by the Town against the amount due by the Hauler, and shall submit a revised statement to the Hauler setting forth the amount so credited and the net amount payable by the Hauler to the Town. The amount credited by the Town as a result of the offset shall be paid by the Town into the Hauler's Pre-payment.

2. If the amount due by the Town to the Hauler under the terms of any other agreement or agreements exceeds the amount due by the Hauler to the Town under this Agreement, the Town shall credit the amount due by the Town against the amount due by the Hauler, and shall submit a revised statement to the Hauler setting forth the amount so credited and the net amount payable by the Town, which the Town shall pay to the Hauler. The amount credited by the Town as a result of the offset shall be paid by the Town into the Hauler's Pre-payment.

Notwithstanding the provisions of any other agreement or agreements between the Hauler and the Town, the time for payment by the Town to the Hauler for services rendered during the same monthly period shall commence upon payment by the Hauler to the Town under this Agreement, or upon the exercise of the Town's right of offset, whichever occurs later.

B. INTEREST. A late charge of one percent (1%) per month shall be charged on all overdue payments.

8. Indemnity

The Hauler shall indemnify and hold the town harmless from any and all claims of any sort whatsoever including, without limitation, claims for property or financial damages or bodily or personal injury, and shall reimburse to the Town all costs, including reasonable attorney's fees, incurred by the Town in defense of, or as a result of such claims, which are alleged to arise from or be in any way related to i) the Hauler's performance or failure to perform under this Agreement, or ii) any act, omission or default by the Hauler whether negligent, intentional or otherwise; and excepting only such claims arising solely from the acts or omissions of the Town.

9. Insurance

The Hauler shall keep in full force and effect insurance in the following types and amounts, and shall provide to the Town at the time of execution of this Agreement, and no later than December 31 prior to the commencement of any subsequent calendar year in which this Agreement may be extended, a certification that such insurance is in effect for the term of this Agreement, or extension thereof. Such certificate of insurance shall indicate that the insurance required by this Agreement will not be canceled except upon thirty (30) days written notice to the Town. The Town shall be an additional named insured under this coverage.

<u>Type of Coverage</u>	<u>Amount</u>
Public Liability and Automobile Liability	\$1,000,000
Personal Injury	\$1,000,000
Property Damage	\$500,000
Workers' Compensation	Statutory

10. Default and Remedies

A. The following shall be considered a default by the Hauler of its obligation under this Agreement:

1. Failure by the Hauler to pay any statement or Pre-payment when it has become due;
2. Delivery by the Hauler of unacceptable waste to SEMASS;
3. Violation by the Hauler of the Board of Health's regulations for delivery of waste to SEMASS; or
4. Failure by the Hauler to perform any other obligation under this Agreement.

B. In the event of a default by the Hauler, the Town shall have the following remedies and may, without waiving any of its rights, elect to exercise any or all of them:

1. It may terminate this Agreement.
2. It may terminate the Hauler's access to deliver waste to SEMASS under the Town's account.
3. It may, without notice to the Hauler, seek and obtain payment of all amounts due from the Pre-payment provided under Article 5.
4. It may contract with any other party or parties to assume the Hauler's rights under this Agreement.
5. It may pursue all other remedies available in law and equity, notwithstanding the availability of the remedies otherwise provided herein.
6. It will be entitled to its costs, including reasonable attorney's fees, incurred in the pursuit of any of its remedies.

11. Force Majeure

It shall not be an event of default if performance of this Agreement is prevented by circumstances beyond the control of the parties, including, but not limited to, acts of God, acts of war or the public enemy, legal prohibition, or order of any court or agency of competent jurisdiction. In the event delivery of waste to SEMASS is prevented by such circumstances the Hauler's right to deliver waste, and obligation to make payment, shall be proportionately reduced.

12. Non-Assignment

This Agreement may not be assigned in whole or in part by the Hauler except with the prior written consent of the Town, which consent may be withheld in the sole discretion of the Town.

13. Non-Waiver

The failure of either party to exercise any right or to enforce any obligation of this Agreement shall not be deemed a waiver of that right or obligation.

14. Amendments

This Agreement shall not be amended except in writing signed by both of the parties.

15. Notices

Written notices shall be sent to the parties at the following addresses:

Town of Fairhaven
Fairhaven Board of Selectmen
Attn: Mark H. Rees, Town Administrator
40 Center Street
Fairhaven, MA 02719

Hauler:
ABC Disposal Services
Attn. ~~Mike Camara~~ **JERRY DUGAN JR., General Manager**
1245 Shawmut Avenue
New Bedford, MA 02745

(Signature Page Follows)

Town of Fairhaven by its Town
Town Administrator as
Authorized by vote of
Fairhaven Board of Selectmen
On _____

Town Administrator

Date: _____

Hauler:



Jerry Dugan Jr.
By:

General Manager
Its:

Date: 12/9/21

G.F Revenue Projections

REVENUES	Actual FY19	Actual FY20	Actual FY21	Budget FY22	Projected FY22	Assumption	Projected FY23	Budget FY23	Projected FY24	Projected FY25	Projected FY26	Projected FY27
PROPERTY TAXES												
Prior Year Levy		\$ 27,566,372	\$ 28,484,856	\$ 28,484,856	\$ -		\$ 30,601,855	\$ 30,601,855	\$ 31,699,902	\$ 32,835,389	\$ 34,009,554	\$ 35,223,670
Add 2 1/2%		\$ 689,159	\$ 712,121	\$ 712,121	\$ 738,265		\$ 765,046	\$ 765,046	\$ 792,498	\$ 820,885	\$ 850,239	\$ 880,592
Add New Growth		\$ 229,325	\$ 333,613	\$ 333,613	\$ 333,000	3.0%	\$ 342,990	\$ 333,000	\$ 342,990	\$ 353,280	\$ 363,878	\$ 374,794
TOTAL LEVY (not including Debt Excl Levy)	\$ 27,566,372	\$ 28,484,856	\$ 29,530,590	\$ 29,496,977	\$ 30,601,855		\$ 31,709,892	\$ 31,699,902	\$ 32,835,389	\$ 34,009,554	\$ 35,223,670	\$ 36,479,057
STATE AID												
Chapter 70 & Charter Tuition Reimbursement	\$ 7,798,074	\$ 8,208,326	\$ 8,303,814	\$ 8,294,230	\$ 8,343,978	1.0%	\$ 8,427,418	\$ 8,400,000	\$ 8,484,000	\$ 8,568,840	\$ 8,654,528	\$ 8,741,074
General Government Aid	\$ 2,331,555	\$ 2,408,410	\$ 2,394,507	\$ 2,394,527	\$ 2,478,315	2.0%	\$ 2,527,881	\$ 2,500,000	\$ 2,550,000	\$ 2,601,000	\$ 2,653,020	\$ 2,706,080
Veterans Benefits	\$ 483,237	\$ 467,403	\$ 449,962	\$ 491,133	\$ 422,561	0.0%	\$ 422,561	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
Exemptions, VBS and Elderly	\$ 98,943	\$ 97,072	\$ 120,261	\$ 96,320	\$ 85,364	0.0%	\$ 85,364	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000	\$ 80,000
State Owned Land	\$ 154,041	\$ 152,276	\$ 170,503	\$ 165,297	\$ 198,881	0.0%	\$ 198,881	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
TOTAL STATE AID (not including SBA)	\$ 10,865,850	\$ 11,333,487	\$ 11,439,047	\$ 11,441,507	\$ 11,529,099		\$ 11,662,105	\$ 11,530,000	\$ 11,664,000	\$ 11,799,840	\$ 11,937,548	\$ 12,077,154
LOCAL RECEIPTS												
Motor Vehicle Excise	\$ 1,982,959	\$ 2,042,202	\$ 1,852,253	\$ 1,800,000	\$ 1,850,000	2.0%	\$ 1,887,000	\$ 1,800,000	\$ 1,836,000	\$ 1,872,720	\$ 1,910,174	\$ 1,948,378
Other Excise	\$ 624,138	\$ 627,734	\$ 669,349	\$ 384,000	\$ 600,000	2.0%	\$ 612,000	\$ 600,000	\$ 612,000	\$ 624,240	\$ 636,725	\$ 649,459
Penalties and Interest on Taxes	\$ 421,326	\$ 280,238	\$ 343,709	\$ 380,000	\$ 340,000	4.0%	\$ 353,600	\$ 350,000	\$ 364,000	\$ 378,560	\$ 393,702	\$ 409,450
Payments in Lieu of Taxes	\$ 167,772	\$ 160,799	\$ 88,804	\$ 80,000	\$ 5,556	0.0%	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Charges for Services-Solid Waste Fees	\$ 107,646	\$ 169,744	\$ 184,785	\$ 100,000	\$ 175,000	0.0%	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000
Other Charges for Services	\$ 69,373	\$ 92,092	\$ 66,221	\$ 60,000	\$ 60,000	2.0%	\$ 61,200	\$ 60,000	\$ 61,200	\$ 62,424	\$ 63,672	\$ 64,946
Fees	\$ 235,380	\$ 234,064	\$ 269,974	\$ 228,000	\$ 241,000	2.0%	\$ 245,820	\$ 241,000	\$ 245,820	\$ 250,736	\$ 255,751	\$ 260,866
Medical Marijuana Host Fees & Retail	\$ 96,465	\$ 178,880	\$ 94,755	\$ 140,000	\$ 650,000	2.0%	\$ 663,000	\$ 650,000	\$ 663,000	\$ 676,260	\$ 689,785	\$ 703,581
Rentals	\$ 50,421	\$ 27,500	\$ 49,834	\$ 30,000	\$ 37,000	0.0%	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000	\$ 37,000
Dept Revenue-Schools	\$ 2,674,347	\$ 2,795,943	\$ 2,708,021	\$ 2,700,000	\$ 2,670,000	1.5%	\$ 2,710,050	\$ 2,500,000	\$ 2,537,500	\$ 2,575,563	\$ 2,614,196	\$ 2,653,409
Dept Revenue-Recreation	\$ 238,534	\$ 233,579	\$ 84,503	\$ 50,000	\$ 140,000	10.0%	\$ 154,000	\$ 140,000	\$ 154,000	\$ 169,400	\$ 186,340	\$ 204,974
Other Dept. Revenue	\$ 1,046,244	\$ 999,007	\$ 774,837	\$ 900,000	\$ 770,000	0.0%	\$ 770,000	\$ 770,000	\$ 770,000	\$ 770,000	\$ 770,000	\$ 770,000
Licenses and Permits	\$ 405,084	\$ 427,930	\$ 641,971	\$ 391,000	\$ 640,000	5.0%	\$ 672,000	\$ 550,000	\$ 577,500	\$ 606,375	\$ 636,694	\$ 668,528
Fines and Forfeits	\$ 7,760	\$ 5,605	\$ 10,514	\$ 5,000	\$ 10,000	0.0%	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Investment Income	\$ 327,755	\$ 279,241	\$ 55,397	\$ 80,000	\$ 50,000	0.0%	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Medicaid Reimbursement	\$ 126,505	\$ 94,674	\$ 98,241	\$ 90,000	\$ 90,000	5.0%	\$ 94,500	\$ 90,000	\$ 94,500	\$ 99,225	\$ 104,186	\$ 109,396
Misc. Recurring	\$ 21,415	\$ 71,340	\$ 49,420	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
IMisc. Non-Recurring	\$ 51,457	\$ 88,728	\$ 350,392	\$ -	\$ 4,444	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL LOCAL RECEIPTS	\$ 8,654,581	\$ 8,809,300	\$ 8,392,980	\$ 7,418,000	\$ 8,333,000		\$ 8,505,170	\$ 8,028,000	\$ 8,192,520	\$ 8,362,503	\$ 8,538,226	\$ 8,719,988
REVENUE APPROPRIATED FOR SPECIFIC PURPOSES												
Waterway Funds	\$ 89,500	\$ 64,500	\$ 50,000	\$ 50,000	\$ 50,000	2.5%	\$ 51,250	\$ 50,000	\$ 51,250	\$ 52,531	\$ 53,845	\$ 55,191
Ambulance Funds	\$ 1,100,000	\$ 1,000,000	\$ 1,200,000	\$ 1,200,000	\$ 1,200,000	5.0%	\$ 1,260,000	\$ 1,200,000	\$ 1,260,000	\$ 1,323,000	\$ 1,389,150	\$ 1,458,608
Title 5 Receipts	\$ 20,000	\$ 20,000	\$ 4,000	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wetland Protection Fund	\$ 4,000	\$ 40,000	\$ 6,000	\$ 7,500	\$ 7,500	25.0%	\$ 9,375	\$ 7,500	\$ 9,375	\$ 11,719	\$ 14,648	\$ 18,311
Council on Aging-Social Day Program	\$ 36,000	\$ 36,000	\$ 18,000	\$ 18,000	\$ 18,000	0.0%	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
Animal Control Gift Account	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	35.0%	\$ 8,100	\$ 6,000	\$ 8,100	\$ 10,935	\$ 14,762	\$ 19,929
Storm Water Subdivision Fees	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	0.0%	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
TOTAL REVENUE APPROPRIATED FOR SPECIFIC PURPOSES	\$ 1,265,500	\$ 1,176,500	\$ 1,294,000	\$ 1,291,500	\$ 1,291,500		\$ 1,356,725	\$ 1,291,500	\$ 1,356,725	\$ 1,426,185	\$ 1,500,405	\$ 1,580,038
ENTERPRISE FUND INDIRECT COSTS CHARGES												
Water Enterprise Fund	\$ 442,211	\$ 460,931	\$ 474,759	\$ 503,591	\$ 503,591	3.0%	\$ 518,699	\$ 518,699	\$ 534,260	\$ 550,287	\$ 566,796	\$ 583,800
Sewer Enterprise Fund	\$ 580,590	\$ 631,725	\$ 650,677	\$ 693,571	\$ 693,571	3.0%	\$ 714,378	\$ 714,378	\$ 735,809	\$ 757,884	\$ 780,620	\$ 804,039
School Cable TV Enterprise Fund	\$ -	\$ 29,100	\$ 29,973	\$ 47,000	\$ 47,000	3.0%	\$ 48,410	\$ 48,410	\$ 49,862	\$ 51,358	\$ 52,899	\$ 54,486
Town Cable TV Enterprise Fund	\$ -	\$ 29,100	\$ 29,973	\$ 47,000	\$ 47,000	3.0%	\$ 48,410	\$ 48,410	\$ 49,862	\$ 51,358	\$ 52,899	\$ 54,486
TOTAL ENTERPRISE FUND INDIRECT COSTS CHARGES	\$ 1,022,801	\$ 1,092,656	\$ 1,185,382	\$ 1,291,162	\$ 1,291,162		\$ 1,329,897	\$ 1,329,897	\$ 1,369,794	\$ 1,410,888	\$ 1,453,214	\$ 1,496,811
Overlay Surplus	\$ 84,000	\$ 149,000	\$ -	\$ 150,000	\$ 150,000	3.0%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Surplus Revenue (Free Cash)		\$ 91,000	\$ 428,273	\$ 285,000	\$ 285,000		\$ -	\$ -	\$ -	\$ -	\$ -	
Stabilization												
TOTAL OPERATING REVENUES	\$ 49,459,104	\$ 51,045,799	\$ 52,270,272	\$ 51,374,146	\$ 53,481,616		\$ 54,563,788	\$ 53,879,298	\$ 55,418,428	\$ 57,008,969	\$ 58,653,065	\$ 60,353,047
							\$ 1,082,172	\$ 2,505,152	\$ 1,539,129	\$ 1,590,541	\$ 1,644,096	\$ 1,699,982
							2.0%	4.9%	2.9%	2.9%	2.9%	2.9%
							Proj 22/proj23	Bud22/Bud23				

	FY19-Actual	% Change FY18-FY19	Average Change, FY11-19	Adjusted Change FY20 Proj.	FY20-Actual	% Change FY19-FY20	Average Change, FY11-20	Adjusted Change FY21 Proj.	FY21-Actual	% Change FY20-FY21	Average Change, FY11-21	Adjusted Change FY22 Proj.	FY22-Projected	% Change FY21-FY22	Average Change, FY11-22	Adjusted Change FY23 Proj.
Property Taxes, New Growth	\$ 223,121	-41.5%	14.4%	5.0%	\$ 229,325	2.8%	13.1%	3.0%	\$ 333,163	45.3%	16.3%	3.0%	\$ 333,000	0.0%	14.8%	3.0%
State Aid																
Chapter 70 + Charter Tuition Reimbursement	7,798,074	2.9%	1.0%	1.0%	\$ 8,208,326	5.3%	1.5%	3.0%	\$ 8,303,814	1.2%	1.5%	1.0%	\$ 8,343,978	0.5%	1.4%	1.0%
Unrestricted General Government Aid	2,331,555	3.5%	2.6%	2.0%	\$ 2,408,410	3.3%	2.7%	2.0%	\$ 2,394,507	-0.6%	2.4%	2.0%	\$ 2,478,315	3.5%	2.5%	2.0%
Veterans Benefits	483,237	-18.2%	-0.6%	-10.0%	\$ 467,403	-3.3%	-0.9%	0.0%	\$ 449,962	-3.7%	-1.2%	0.0%	\$ 422,561	-6.1%	-1.6%	0.0%
Exempt VBS and Elderly	98,943	18.0%	1.0%	0.0%	\$ 97,072	-1.9%	0.7%	0.0%	\$ 120,261	23.9%	3.0%	0.0%	\$ 85,364	-29.0%	0.1%	0.0%
State owned Land	154,041	0.0%	6.0%	0.0%	\$ 152,276	-1.1%	5.2%	0.0%	\$ 170,503	12.0%	5.9%	0.0%	\$ 154,041	-9.7%	4.5%	0.0%
	\$ 10,865,850	1.9%	1.3%		\$ 11,333,487	4.3%	1.6%		\$ 11,439,047	0.9%	1.5%		\$ 11,484,259	0.4%	1.4%	
Local Receipts																
Motor Vehicle Excise	\$ 1,982,959	-4.7%	4.7%	4.0%	\$ 2,042,202	3.0%	4.5%	3.0%	\$ 1,852,253	-9.3%	3.2%	5.0%	\$ 1,850,000	-0.1%	2.9%	2.0%
Other Excise	\$ 624,138	0.0%	3.5%	3.5%	\$ 627,734	0.6%	3.1%	3.5%	\$ 669,349	6.6%	3.5%	60.0%	\$ 600,000	-10.4%	2.0%	2.0%
Penalties and Interest on Taxes	\$ 421,326	-5.2%	7.1%	2.0%	\$ 280,238	-33.5%	2.6%	2.0%	\$ 343,709	22.6%	4.6%	5.0%	\$ 340,000	-1.1%	4.1%	4.0%
Payments in Lieu of Taxes	\$ 167,772	-4.2%	196.4%	0.0%	\$ 160,799	-4.2%	167.8%	-50.0%	\$ 88,804	-44.8%	141.2%	0.0%	\$ 5,556	-93.7%	115.1%	0.0%
Charges for Services-Solid Waste Fees	\$ 107,646	9.2%	-8.7%	-15.0%	\$ 169,744	57.7%	-1.3%	10.0%	\$ 184,785	8.9%	-0.3%	75.0%	\$ 175,000	-5.3%	-0.8%	0.0%
Other Charges for Services	\$ 69,373	34.8%	43.3%	5.0%	\$ 92,092	32.7%	24.3%	5.0%	\$ 66,221	-28.1%	19.1%	5.0%	\$ 60,000	-9.4%	16.5%	2.0%
Fees	\$ 235,380	6.9%	5.2%	4.5%	\$ 234,064	-0.6%	4.6%	4.5%	\$ 269,974	15.3%	5.7%	4.5%	\$ 241,000	-10.7%	4.2%	2.0%
Medical Marijuna Host Fees	\$ 96,465				\$ 178,880	85.4%	9.5%	4.0%	\$ 94,755	-47.0%	3.8%	4.0%	\$ 650,000	586.0%	56.8%	2.0%
Rentals	\$ 50,421	-12.0%	-10.6%	2.5%	\$ 27,500	-45.5%	-15.6%	2.5%	\$ 49,834	81.2%	-3.5%	7.5%	\$ 37,000	-25.8%	-6.0%	0.0%
Dept Revenue-Schools	\$ 2,674,347	-4.2%	12.8%	1.5%	\$ 2,795,943	4.5%	11.9%	1.5%	\$ 2,708,021	-3.1%	10.4%	1.5%	\$ 2,670,000	-1.4%	9.3%	1.5%
Dept Revenue-Recreation	\$ 238,534	-5.5%	221.7%	2.5%	\$ 233,579	-2.1%	189.8%	2.5%	\$ 84,503	-63.8%	158.1%	200.0%	\$ 140,000	65.7%	147.8%	10.0%
Other Dept. Revenue	\$ 1,046,244	5.4%	6.7%	0.0%	\$ 999,007	-4.5%	4.4%	0.0%	\$ 774,837	-22.4%	0.0%	0.0%	\$ 770,000	-0.6%	-0.1%	0.0%
Licenses and Permits	\$ 405,084	-21.7%	5.0%	7.0%	\$ 427,930	5.6%	5.1%	7.0%	\$ 641,971	50.0%	9.6%	45.0%	\$ 640,000	-0.3%	8.7%	5.0%
Fines and Forfeits	\$ 7,760	3.9%	-6.2%	-15.0%	\$ 5,605	-27.8%	-8.6%	-15.0%	\$ 10,514	87.6%	1.0%	100.0%	\$ 10,000	-4.9%	0.5%	0.0%
Investment Income	\$ 327,755	231.8%	47.8%	7.0%	\$ 279,241	-14.8%	40.9%	7.0%	\$ 55,397	-80.2%	28.8%	0.0%	\$ 50,000	-9.7%	25.3%	0.0%
Medicaid Reimbursement	\$ 126,505	44.5%	15.5%	5.0%	\$ 94,674	-25.2%	11.0%	5.0%	\$ 98,241	3.8%	10.3%	5.0%	\$ 90,000	-8.4%	8.6%	5.0%
Misc. Recurring	\$ 21,415	12.8%	-18.7%	0.0%	\$ 71,340	233.1%	9.2%	0.0%	\$ 49,420	-30.7%	5.3%	0.0%	\$ -	-100.0%	-4.3%	0.0%
Misc. Non-Recurring	\$ 51,457	-70.8%	82.6%	0.0%	\$ 88,728	72.4%	81.4%	0.0%	\$ 350,392	294.9%	102.8%	0.0%	\$ 4,444	-98.7%	84.5%	0.0%
	\$ 8,654,581	-0.4%	8.5%		\$ 8,809,300	1.8%	7.8%		\$ 8,392,980	-4.7%	6.5%		\$ 8,333,000	-0.7%	5.9%	



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Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Agenda for next Monday night

1 message

Bob Espindola <selectmanbobespindola@gmail.com>

Tue, Dec 14, 2021 at 3:05 PM

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

Wendy,

When you have a moment, please send over what you have so far for a draft agenda for next Monday night's meeting.

Before you do, please add the following;

- 1) Discuss Schedule for Special Town Meeting. #7
- 2) Consider appointing a Select Board representative to the Belonging Committee. #24

Thank you.

Bob



Town of Fairhaven Board of Health

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

MEMO

DATE: December 17, 2021

TO: Fairhaven's Select Board

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

RE: Masking Policy for Municipal Buildings

Dear Chairman Espindola,

Recently 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 up from 8.94% positivity to 11.17%; our total case count has moved up from 150 to 228. Bristol County's and the Commonwealth's COVID data are trending in an unsatisfactory manner as well. In light of this data, I would suggest that your Board consider maintaining the policy of a "Mask Mandate" for all municipal buildings. 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. Hopefully I will be offering different advice after the holidays.

Sincerely,

David D. Flaherty Jr., RS
Health Agent

Cc: BOH
file