



Fairhaven Board of Selectmen

January 8, 2018 Meeting Minutes

Present: Chairman Robert Espindola, Vice Chairman Daniel Freitas, Town Administrator Mark Rees, and Administrative Assistant Vicki Paquette. Clerk Charles Murphy absent a death in the family.

Mr. Espindola called the meeting to order in the Town Hall Banquet Room at 6:32 p.m. The meeting was recorded by Cable Access.

MOMENT OF SILENCE

Chairman Espindola called for a moment of silence for Fairhaven Firefighter/EMT Frank Cruz who passed away over the weekend. A moment of silence was also given for Selectmen Murphy's mother-in-law, Theresa Carreiro, who passed away last week.

MINUTES

Mr. Freitas asked to table the minutes because he was not present at the meeting on December 18, 2017 and Mr. Murphy was not present to approve the minutes.

TOWN ADMINISTRATOR REPORT

Mr. Rees updated the Board on several matters:

- Mr. Rees and the Budget Team have been meeting with town departments. The budgets will be tying into the FY19 Goals and Objectives. The Budget Team consists of Wendy Graves, Finance Director, Anne Carreiro, Town Accountant, Anne O'Brien, Human Resources director and Mr. Rees. The first meeting of the Finance Committee to discuss the FY 19 budget process will be on January 18, 2018
- The Marijuana Advisory Committee met on January 3, 2018 with Town Counsel, Tom Crotty
- The Town Clerk Study Committee will have their first meeting on January 8, 2018
- The Hazzard Mitigation Planning Team will wrap up its work at their next meeting, scheduled for January 11
- The Police Department has reported two new personnel actions. William Vachon will start the Police Academy in the spring. Michael Carrette has been offered a position with the Police department and will need to complete all the necessary requirements before starting

- Mr. Rees and Anne O'Brien, Human Resources Director have met with Bob Pomeroy of BadgeQuest Assessment Center regarding promotions in the Police Department.
- Mr. Rees reported that the new Town of Fairhaven website will be live by January 12, 2018
- Mr. Rees will also be trying to fill the Veteran's Agent position. Current agent, James Cochran will be retiring in February
- The public facilities is on going

COMMITTEE LIAISON REPORTS

Under committee liaison reports:

- Mr. Freitas met at the Bristol County Agricultural School with other members of the county advisory committee for a meeting in December. Bristol Aggie is looking for \$103 million to upgrade the school.
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ANNUAL RENEWALS

The Board reviewed 2018 license renewal applications.

Mr. Freitas motioned to approve the 2018 common victauler license renewal applications in Attachment A. Mr. Espindola seconded. Vote was unanimous. (2-0). (See attachment A)

Mr. Freitas motioned to approve the 2018 car dealer license renewal applications listed in Attachment A. Mr. Espindola seconded. Vote was unanimous. (2-0). (See attachment A)

Mr. Freitas motioned to approve the 2018 repair license renewal applications listed in Attachment A. Mr. Espindola seconded. Vote was unanimous. (2-0). (See attachment A)

SPECIAL MUNICIPAL EMPOLYEE- SMEC

Mr. Rees explained that a request was sent by Southeastern Massachusetts Educational Collaborative (SMEC) to approve instructor Michael Watson, an administrator at the Greater New Bedford Regional Vocational Technical High School (GNBVT) as a "special municipal employee". The Collaborative has been requested and qualified by the MA Department of Elementary and Secondary Education (DESE) to provide Sheltered English Endorsement (SEI) Courses to public school teachers and administrators from throughout the region. Because GNRVT is a member of our Collaborative, the MA state ethics regulation, CH. 268A, requires that in order for Mr. Watson to also be hired by SMEC, he must be declared a "special municipal employee" by the three municipalities that send students to the GNBVT. Mr. Freitas made the motion that "special municipal employee" status be granted to Mr. Watson. Mr. Espindola seconded. Vote was unanimous. (2-0)

ROGERS SCHOOL

Mr. Rees told the Board that Kirk/MHA, the consultant firm hired to evaluate Rogers School, reported that there are limited uses for the building. The consultant had previously determined that there was no economically viable option, short of demolishing the building, except to develop a public/private partnership(s). Both Chairman Espindola and Mr. Freitas agreed to hold off on a vote until Mr. Murphy is present. Mr. Freitas made a motion to table the discussion until Mr. Murphy is present. Mr. Espindola seconded. Vote was unanimous. (2-0) (See attachment B)

LOCAL REGULATION OF RECREATIONAL MARIJUANA

Mr. Rees told the Board that the Marijuana Advisory Committee had recently their first meeting on January 3, 2018. Marijuana Advisory Committee members Police Chief Meyers and Board of Health Agent Mary Freire- Kellogg, were present for the discussion. The committee reviewed and discussed with Town Counsel his memorandum of January 2, 2018 regarding Local Regulation of Recreational Marijuana Establishments. Mr. Freitas made a motion to instruct the Town Administrator to work with the Board of Selectmen establishing a public forum to provide input of possible limitations of commercial marijuana. Mr. Espindola seconded the vote. Vote was unanimous. (2-0)

OTHER BUSINESS

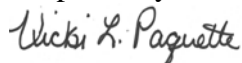
In other business:

- Mr. Espindola told the Board a new date for the New Year's Day Polar Plunge has been rescheduled for January 28, 2018. The Polar Plunge was cancelled because of extreme cold weather.

At 7:01pm the Chairman announced that they were entering executive session

Mr. Freitas made the motion to enter into Executive session. Mr. Espindola seconded. Vote was unanimous. (2-0). Roll call vote: Mr. Freitas in favor. Mr. Espindola in favor.

Respectfully



Vicki L. Paquette

Administrative Assistant

(Minutes approved on 1/22/2018)

Documents appended:

A: License renewals

B: Rogers School

**2018 RENEWALS
FOR APPROVAL BY THE BOARD OF SELECTMEN
JANUARY 8, 2018**

COMMON VICTAULER LICENSES-FAIRHAVEN, MA 02719

1. Subway, 42 Fairhaven Commons Way

CAR DEALER LICENSES, FAIRHAVEN, MA 02719

1. Alden Buick GMC, 6 Whalers Way
2. Alden Mazda, 37 Alden Road

REPAIR LICENSES, FAIRHAVEN, MA 02719

1. Alden Buick GMC, 6 Whalers Way
2. Alden Mazda, 37 Alden Road



CAPITAL COMMITMENT TRACKING SYSTEM

Priority: 1

Department: Selectmen/Town Administrator

Type: Improvement

Project: Preserve and Restore Rogers School

Cost Basis: Arct/Eng

Project Category: Building

Fund: General Fund

Project Type: Design/Construction (buildings, open space, athletic fields, water, sewer, drain, DWTP)

| FY2019 | FY2020 | FY2021 | FY2022 | FY2023 | Total |
|--------------|--------|--------|--------|--------|--------------|
| \$252,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$252,000.00 |

| Funding Source | Funding Amount | Submitted by: |
|----------------|---------------------|----------------------------------|
| General Fund | \$252,000.00 | Mark Rees |
| Total | \$252,000.00 | Title: Town Administrator |
| | | Date: 12/20/2017 |

Description

The Town engaged the services of a consultant, Kirk/MHA, to review the feasibility of various options for the reuse of the Rogers School. The consultant determined that there was no economically viable option, short of demolishing the building, except to develop a public/private partnership(s). The public part of the partnership would be the Town applying for federal and state tax credits to assist in the renovation of the building. \$37,000 of project cost is to hire a consultant (and pay fees) to assist the town in applying for the tax credits and related requirements such as being placed on the National Registry of Historic Places. \$215,000 would be for preserving (mothballing) the building for up to 10 years to prevent further deterioration while the public/private partnership(s) was developed. (see attached estimate documentation)

Justification

The Rogers School is a beautiful, historical asset for the Town and every effort should be made to preserve and restore this important municipal building in a way that maintains its historical integrity but positioning it for more modern uses. The consultant Kirk/MHA has provided the town with a realistic plan of action to accomplish this goal. However, it will take many years for the plan to come to fruition, thus the need to provide financial resources to 1) prevent further deterioration and 2) contract with experienced consultants to guide the town through very complex financing arrangements.

Description of item to be replaced

Schedule for completion of project

Multiple years for developing the public private partnership and applying for tax credits. Moth balling of the building would take place in FY19

Estimated value of replaced item: \$0.00

NET Estimated Annual Impact: \$7,800.00

Explanation

HVAC Service and Maintenance \$1,500
 General Repairs (roof, gutters, water penetrations)\$3,500
 Moisture Control and Airflow \$1,500
 Contingency @20 : \$1,300.

Rogers School Preservation/Restoration Project

Mothballing building-10 year Horizon

| | | | |
|------------------------------|----|---------|------------|
| Capital Costs | \$ | 207,000 | |
| First Year Maintenance Costs | \$ | 7,800 | |
| Subtotal | | | \$ 214,800 |

Consultant to

| | | | |
|--|----|--------|-----------|
| 1) Apply to be put on Nat. Registry of Historic Places | \$ | 6,000 | |
| 2)Apply for Federal Historic Rehab. Tax Credits | \$ | 12,000 | |
| 3)Apply for Mass. Historical Comm. Tax Credits | \$ | 12,000 | |
| Subtotal | | | \$ 30,000 |

Application fee for Registry of Historic Places \$ 6,500

Total \$ 251,300

Mark Rees

From: Brett Pelletier <bpelletier@kirkco.com>
Sent: Friday, December 15, 2017 4:43 PM
To: Bill Roth
Cc: Mark Rees
Subject: RE: Conference call Today after 3 pm

Importance: High

Mark and Bill,

The estimates below are general and contingencies are added for insurance. We've talked before about this, but the building will sit for another winter and *could* sustain additional damage that wouldn't be considered in these estimates, hence the heavy contingencies. The basic plan would be to 'wake up' the boiler and get the system running again, which could be relatively simple or it could be a chore once they get into the boiler and if they find any leaks or problems. It's a relatively new unit so I'm cautiously optimistic. The moisture infiltration, skylights, roof, block window, gutters & downspout work is the most important to keep the building from getting wet in the first place. The contractor indicated that the roof looked good overall, but the skylights are a mess, as we knew. That's the bulk of the upfront cost for the short term and long term scenarios. The 1-3 year scenario would only address masonry pointing on an emergency basis, while the 10+ year scenario would report the major sections of the building. Depending on the level of deterioration over this winter, that number may be low. The moisture control line items are dehumidifiers and fans to circulate air throughout, but those may be unnecessary if we control the moisture from getting in and the boiler can dry the building out.

Let me know if you have any comments or questions. Have a nice weekend.

Fairhaven - Rogers School Mothball Estimates

| 1-3 Year Horizon | Capital Costs | Annual Maintenance Costs |
|---|----------------------|---------------------------------|
| HVAC Service & Maintenance | \$3,000 | \$1,500 |
| General Repairs (roof, gutters, water penetrations) | \$17,500 | \$2,500 |
| Moisture Control & Airflow | \$3,500 | \$1,000 |
| Repointing & Masonry | \$10,000 | \$2,500 |
| Contingency | 15% \$5,100 | \$1,125 |
| Total 1-3 Year Horizon | \$39,100 | \$8,625 |

| 10 Year Horizon | Capital Costs | Annual Maintenance Costs |
|---|----------------------|---------------------------------|
| HVAC Service & Maintenance | \$3,000 | \$1,500 |
| General Repairs (roof, gutters, water penetrations) | \$16,000 | \$3,500 |
| Moisture Control & Airflow | \$3,500 | \$1,500 |
| Repointing & Masonry | \$150,000 | \$0 |
| Contingency | 20% \$54,500 | \$1,300 |
| Total 10 Year Horizon | \$207,000 | \$7,800 |

Brett Pelletier | **Kirk&Company**
Chief Operating Officer

Preparation of Part 3 – Request for Certification of Completed Work

The MAHRTC Part 3 is similar to the federal Part 3. The federal Part 3 consists of a single one-page form and requires thorough photographic documentation of the completed rehabilitation work.

3.0 Fees and Expenses

Work on the National Register nomination and the Part 1, Part 2 and Part 3 applications will be charged on a fixed fee basis plus expenses. Based upon MHA's experience with similar projects and regulatory reviews, the fixed fees for the scope of work will be up to \$30,000 plus expenses. MHA will invoice fees on the following schedule:

- A total fee of \$2,000 plus expenses will be billed for the work performed on the NPS Part 1. Client will be invoiced upon completion of a final draft submitted to Client for review and approval. Upon receipt of full payment, MHA will immediately submit the Part 1 applications to the SHPO; and
- A total fee of \$3,000 plus expenses will be billed for the work performed on the MHC Part 1, invoiced on the date of filing; and
- A total fee of \$8,000 plus expenses will be billed for work performed up to and including the Part 2 federal HPCA. Client will be invoiced upon completion of a final draft submitted to Client for review and approval. Upon receipt of full payment, MHA will immediately submit the Part 2 applications to the SHPO; and
- A total fee of \$7,000 plus expenses will be billed for work performed up to and including the Part 2 MHC submission, invoiced on the date of filing; and
- A fee of \$2,000 plus expenses will be invoiced at the time of the Part 3 HPCA filing; and
- A fee of \$2,000 plus expenses will be invoiced at the time of the Part 3 MHC application filing; and
- A fee of \$6,000 plus expenses will be invoiced at the time of the filing of the draft National Register Nomination.

"MHC
MASS. Historical
Commission
TAX credits"

"HPCA"
Historic Preservation
Certification
application

For work subsequent to submissions as described above, including any amendments, Principals will be charged at a rate of \$250.00 per hour plus expenses; Senior Associate's time at a rate of \$225.00 per hour plus expenses; Associate's time at a rate of \$200.00 per hour plus expenses; and Junior Associate's time at a rate of \$150.00 per hour plus expenses.

| | | |
|-------------------|----------------|---------------|
| NPS - HPCA | Part 1 - 2,000 | |
| | Part 2 - 8,000 | |
| | Part 3 - 2,000 | 12,000 |
| MHC | Part 1 - 3,000 | |
| | Part 2 - 7,000 | 12,000 |
| | Part 3 - 2,000 | 6,000 |
| NATIONAL REGISTER | | <u>30,000</u> |

Client agrees to provide complete, accurate and timely information about the Project to MHA and be available for consultation.

Application Fees and Procedures

The Client will pay all application fees directly to NPS. Fees for HPCA are required at two intervals during the review procedure. Following submission of the Application by the MHC to the NPS, the NPS will request a half of the overall application fee. The NPS will not review the application until the fee is paid. The other half of the fee is due to NPS upon receipt of the Part 3 of the HPCA. The amount of the fee is based on the cost of rehabilitation. For each project the fee will be \$6,500.00 (cost of the rehabilitation is \$3,850,000.00 or more). NPS will not issue the final certification decision until the fee is paid.

MAHRTC Application

Although the enacting legislation allows the MHC to collect an application fee, the MHC has opted to not require a fee at this time. In the event that the MHC requires an application fee in the future, the fee will be paid directly by the Client.

Retainer

MHA requires a retainer of \$1,000.00 to begin work on the Project that will be applied to the overall fee as described above.

4.0 TERMS AND CONDITIONS

The following sets forth the terms and conditions by which MHA will provide historic tax credit and permitting consulting services to Client related to the Project.

Changes in Scope

If changes are made in the Project that expand the scope of the Project, such changes shall be incorporated into an amendment to this Agreement, or a new Agreement shall be entered into reflecting the expanded scope of the Project, as the parties shall agree. MHA shall have no obligation to perform any additional work until such amendment or agreement has been signed.

Work outside the scope of work identified in this Agreement will be billed at the same hourly rates as stated above plus expenses.

Work on any administrative appeal resulting from a denial of Certification by the National Park Service will be outside the scope of this agreement and will require a separate contract.

KIRK&COMPANY

November 7, 2017

(By email aobrien@fairhaven-ma.gov, mrees@fairhaven-ma.gov)

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

RE: Rogers School; Fairhaven, MA – Mothballing Cost Estimates

Dear Mr. Rees:

I am pleased to make the following proposal for Real Estate Counseling services regarding the preparations for future mothballing of the Rogers School in Fairhaven, MA. We have previously prepared and delivered a conceptual plan of action for mothballing the building structure to prevent further deterioration, informed by the National Park Service Preservation Brief 31(PB31). The three major areas of focus detailed in PB31 include documentation, stabilization, and mothballing. PB 31 provides a resource for assessing property condition and needs and establishing a formal checklist and maintenance schedule for near- and long-term mothballing strategies. The subject has been vacant for approximately five years and continues to deteriorate from inactive use and lack of maintenance, remediation, and repair. As discussed in PB31, mothballing can protect buildings for periods of up to ten years.

You have requested capital and operating cost estimates to administer a formal mothball strategy on a short-term (1-3 years) or long-term (3-10 years) basis which includes coordination with various engineers, contractors, and outside vendors to provide estimates of immediate capital costs and annual operating costs to formally stabilize and mothball the building. Kirk&Company will work with the Town of Fairhaven and their Historic Preservation Consultant in determining a long-term scope of work and project timeline for the Rogers School to potentially be incorporated into the town's operating and capital budget for the coming fiscal year and to be voted at town meeting in May 2018. In consultation with the Town and their consultants, we will recommend certain maintenance and capital needs actions; including but not limited to HVAC and mechanical, structural, security, monitoring, and building and site maintenance actions and associated baseline costs. However, it should be noted that the passage of time is a critical component to a building's stability and condition and we will endeavor to recommend strategies that will address the needs of the building between the date of our work and the time of implementation after town meeting. The capital and operating cost estimates would be summarized in written memorandum and completed within three to four weeks of your authorization to proceed. The suggested fee is \$5,000 payable on delivery of the memorandum.

REAL ESTATE COUNSELORS

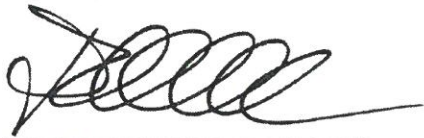
31 MILK STREET, SUITE 820 BOSTON, MA 02110
TEL: 617-261-7100

EMAIL: dsk@kirkco.com • bpelletier@kirkco.com

The scope and fee for the assignment does not include professional time for real estate counseling outside of the scope of this assignment, negotiation, testimony preparation or testimony as an expert or otherwise on this matter. Such services would be based on professional time expended. Our discounted professional hourly counseling charges for municipalities and non-profits are \$200 for principals (David S. Kirk & Brett N. Pelletier) and \$100 for senior analyst. Additional charges would be payable in monthly invoices for time and out of pocket expenses related to consulting unrelated to the scope of this assignment, testimony preparation or testimony as an expert or otherwise. Invoices would be due upon submission and interest will accrue and be payable at 1% a month on any balance outstanding after 30 days. We would be pleased to discuss any questions regarding the terms of the engagement as proposed and any modifications you might have. If the foregoing is acceptable to you, please sign and return a copy of this letter, confirming your agreement and authorizing us to proceed.

As you know, Kirk & Company is a real estate consulting firm that has been providing appraisal and valuation, market analysis, and counseling services to sophisticated market participants since 1993. Kirk & Company provides clients with real estate counseling and valuation services for all types of income-producing property and our specialized services include development and operating feasibility, marketability, valuation, and due diligence services for development, redevelopment, adaptive reuse of historic properties, financing, investment, disposition, and litigation. All of our work is performed and prepared for the exclusive use of our clients and all materials submitted by our clients are considered proprietary and confidential. Our counsel is based on the Counselors of Real Estate (CRE) standards of professionalism and is unbiased, knowledgeable and confidential.

Sincerely,

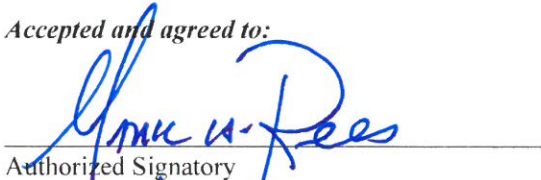


David S. Kirk, MAI, CRE®
Kirk&Company
31 Milk Street, Suite 820
Boston, MA 02109
617-261-7100
DSK@kirkco.com



Brett N. Pelletier
Kirk&Company
31 Milk Street, Suite 820
Boston, MA 02109
617-261-7100
Bpelletier@kirkco.com

Accepted and agreed to:


Authorized Signatory

11/16/17

Date

KIRK&COMPANY

December 5, 2017

(By email aobrien@fairhaven-ma.gov, mrees@fairhaven-ma.gov)

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

RE: Rogers School; Fairhaven, MA – Structural Building Assessment

Dear Mr. Rees:

I am pleased to make the following proposal for Real Estate Counseling services regarding the preparations for future mothballing of the Rogers School in Fairhaven, MA. We have previously prepared and delivered a conceptual plan of action for mothballing the building structure to prevent further deterioration, informed by the National Park Service Preservation Brief 31(PB31). Additionally, we have been engaged to provide capital and operating cost estimates to administer a formal mothball strategy on a short-term (1-3 years) or long-term (3-10 years) basis which includes coordination with various engineers, contractors, and outside vendors to provide estimates of immediate capital costs and annual operating costs to formally stabilize and mothball the building to potentially be incorporated into the town's operating and capital budget for the coming fiscal year and to be voted at town meeting in May 2018.

The scope of this assignment includes engaging a structural engineer to provide structural engineering assessment services associated with the existing school building. The qualified engineer will provide visual observation, review, and documentation of the condition of the existing structure. The scope will include a site visit and field verification to overserve the current structural condition of the facility. The site visit will be performed by a registered and licensed professional engineer in the state of Massachusetts. Additionally, the engineer will prepare a letter report or technical memorandum with the findings of the site visit. Included within the report the observed current conditions will be documented by photos, notes, and text narrative. General professional recommendations will be provided within the report. The suggested fee is \$5,500 payable on delivery of the memorandum, which will be prepared and delivered by the end of January 2018.

The scope and fee for the assignment does not include professional time for real estate counseling outside of the scope of this assignment, negotiation, testimony preparation or testimony as an expert or otherwise on this matter. Such services would be based on

REAL ESTATE COUNSELORS

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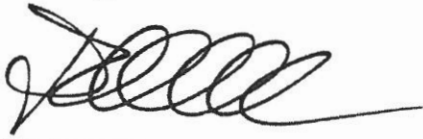
Mark Rees
Town of Fairhaven, MA

December 5, 2017
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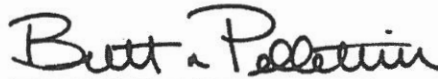
professional time expended. Our discounted professional hourly counseling charges for municipalities and non-profits are \$200 for principals (David S. Kirk & Brett N. Pelletier) and \$100 for senior analyst. Additional charges would be payable in monthly invoices for time and out of pocket expenses related to consulting unrelated to the scope of this assignment, testimony preparation or testimony as an expert or otherwise. Invoices would be due upon submission and interest will accrue and be payable at 1% a month on any balance outstanding after 30 days. We would be pleased to discuss any questions regarding the terms of the engagement as proposed and any modifications you might have. If the foregoing is acceptable to you, please sign and return a copy of this letter, confirming your agreement and authorizing us to proceed.

As you know, Kirk & Company is a real estate consulting firm that has been providing appraisal and valuation, market analysis, and counseling services to sophisticated market participants since 1993. Kirk & Company provides clients with real estate counseling and valuation services for all types of income-producing property and our specialized services include development and operating feasibility, marketability, valuation, and due diligence services for development, redevelopment, adaptive reuse of historic properties, financing, investment, disposition, and litigation. All of our work is performed and prepared for the exclusive use of our clients and all materials submitted by our clients are considered proprietary and confidential. Our counsel is based on the Counselors of Real Estate (CRE) standards of professionalism and is unbiased, knowledgeable and confidential.

Sincerely,



David S. Kirk, MAI, CRE®
Kirk&Company
31 Milk Street, Suite 820
Boston, MA 02109
617-261-7100
DSK@kirkco.com



Brett N. Pelletier
Kirk&Company
31 Milk Street, Suite 820
Boston, MA 02109
617-261-7100
Bpelletier@kirkco.com

Accepted and agreed to:

Authorized Signatory

Date