



Fairhaven Board of Selectmen

June 18, 2012 Meeting Minutes

Present: Selectman Brian Bowcock, Selectman Charles Murphy, Selectman Bob Espindola, Executive Secretary Jeffrey Osuch and Administrative Assistant Anne Kakley.

Chairman Brian Bowcock called the meeting to order in the West Island Community Building at 5:47 p.m.

MINUTES

- The Board voted to accept the minutes of the **June 4, 2012** meeting, **open** session.
- The Board voted to accept the minutes of the **June 4, 2012** meeting, **executive** session.

EXECUTIVE SECRETARY'S REPORT

In his report, Mr. Osuch updated the Board on some important upcoming meetings and events:

- Wednesday, June 20 –
 - 1:00 p.m. – Insurance meeting with John Beauregard (an 8% premium increase is likely, according to Mr. Beauregard)
- Thursday, June 21 –
 - 7:30 to 9:00 a.m. – Forum group at the Quest Center in New Bedford
- Friday, June 22 –
 - 9:00 a.m. – WES job meeting at the Wastewater Treatment Plant
- Monday, June 25 –
 - 8:30 a.m. – Meeting of the Retirement Board
 - 10:00 a.m. – Pre-construction meeting for the New School
- Tuesday, June 26 –
 - 7:30 p.m. – Selectmen's meeting
- Wednesday, June 27 –
 - 9:00 a.m. – Buzzard's Bay Action Committee – Wareham
- Thursday, June 28 –
 - 7:00 p.m. – Finance Committee meeting at the BPW building
- Saturday, June 30 –
 - 10:00 a.m. to 4:00 p.m. – Homecoming

GENERAL CONTRACTOR BID AWARD

Mr. Osuch said that the lowest bid in the New School RFP came from CTA Construction in the amount of \$18,950,000. He said that the Town was in a tight timeline to open the New School in September 2013. He noted that the Town would not have to use any of the pre-set alternates, as the base bid was lower than the \$20 million threshold that the Town had budgeted for the new building. CTA Construction is pre-qualified based on specifications set by the State. Mr. Murphy motioned to sign the Notice of Award to CTA Construction. Mr. Espindola seconded. Vote was unanimous. (3-0).

BERNICE ALVES RETIREMENT

Mr. Osuch informed the Board that Selectmen's Office Principal Clerk Bernice Alves had given her notice effective July 13, 2012, and that she would be using accrued vacation and personal days on the weeks of July 2 and July 9. Her position was posted internally, for the Union. If there is no interest within 7 working days of posting, the position will be posted to the public. (See Attachment A).

SMEC

Additionally, Mr. Osuch told the Board that SMEC had given notice that they would be dropping out of the Town's health plan in the upcoming year.

STEPHENSON AND BROOK

Mr. Osuch told the Board that the Town qualified for a worker's compensation insurance reduction of 15% for the upcoming year. If the Town continued to have a good work record, it would continue to qualify for reductions. Mr. Murphy motioned to sign the worker's compensation contract with Stephenson and Brook. Mr. Espindola seconded. Vote was unanimous. (3-0).

TODAY IN AMERICA

Mr. Osuch told the Board that a producer from the show "Today in America" had contacted the Town about filming a five-minute segment, highlighting the tourist attractions in Fairhaven, to be aired nationally. Mr. Osuch said that the production would require \$19,800 from the Town as a contribution. He said that the Tourism Director was not in favor of the project because it was a large expenditure. Mr. Murphy asked to table the discussion on this topic until the next meeting because he had a few questions and wanted to research the topic further.

POLICE CANDIDATE INTERVIEWS

10 civil service police officer candidates were present to interview for five positions in the Fairhaven Police Department. Each candidate was asked the following questions:

- **Question 1** (Dr. Bowcock’s question) – How long have you known that you wanted to be a police officer? Was this a recent decision or a lifelong dream?
- **Question 2** (Mr. Murphy’s question) – What is the top quality that you possess that would be beneficial as a police officer?
- **Question 3** (Mr. Espindola’s question) – If the Town invests the time and money in your training, how can we be assured that you will remain in the Fairhaven police force?

Candidate 1 – **Christopher Bettencourt** – Combat veteran.

- Answer to Question 1 – Always wanted to be a police officer and realized that he wanted to make that dream come true when he was in the Marine Corps.
- Answer to Question 2 – Integrity.
- Answer to Question 3 – Candidate said that he grew up in Fairhaven and wanted to raise his kids in Fairhaven. He would remain in the Fairhaven Police Department.

Candidate 2 – **Jeffrey Adesso**

- Answer to Question 1 – Always wanted to be a police officer.
- Answer to Question 2 – Years of experience, including business experience. Likes to work with others.
- Answer to Question 3 – Lived in Fairhaven for 20 years. Lives in Dartmouth now, but would like to serve Fairhaven.

Candidate 3 – **Jason Tavares**

- Answer to Question 1 – Always wanted to be a police officer or a firefighter. Went to college, took some classes in criminal justice and leaned toward being a police officer.
- Answer to Question 2 – Work ethic.
- Answer to Question 3 – Grew up in Dartmouth. Moved to Fairhaven and fell in love with the town. Wants to buy a house in Fairhaven.

Candidate 4 – **Andrew Quintin**

- Answer to Question 1 – Always wanted to be an officer. Went to vocational school. Went back to school for criminal justice. Joined the Army National Guard.
- Answer to Question 2 – Work ethic.

- Answer to Question 3 – Candidate said that he was a loyal person and would remain with the Fairhaven police department for the remainder of his career.

Candidate 5 – **Jason Arruda**

- Answer to Question 1 – Ever since his early 20s, he has thought that he wants to be a police officer.
- Answer to Question 2 – Honor and integrity. He said that he is someone to count on. Good attitude.
- Answer to Question 3 – Mr. Arruda worked at the Standard-Times building for nine years. He had to transfer to the Cape for work. He realized that Fairhaven is where he wants to be, so he would not leave the Fairhaven police department for another town.

Candidate 6 – **Marcy Haaland**

- Answer to Question 1 – 10 years ago, Ms. Haaland went to the Reserve/Intermittent Academy. She was a part-time deputy sheriff. Has worked in a variety of capacities in the Sheriff’s Office. Being a police officer wasn’t a lifelong goal, but her career has evolved to this point.
- Answer to Question 2 – Good at talking to people to gain information. Loves working in the community.
- Answer to Question 3 – She is currently raising her family in Fairhaven and wants to retire in Fairhaven. She would not leave the Fairhaven police department.

Candidate 7 – **Wayne Mello, Jr.**

- Answer to Question 1 – Being a police officer has been Mr. Mello’s lifelong dream.
- Answer to Question 2 – Character, integrity, and professionalism.
- Answer to Question 3 – Mr. Mello grew up in Fairhaven and wants to remain in Fairhaven. He is young and wants to grow with the police department.

Candidate 8 – **Anna Novo**

- Answer to Question 1 – Became interested in becoming a police officer when she was a child and saw the police officers march in a parade.
- Answer to Question 2 – Ethics and principles.

- Answer to Question 3 – Would stay with Fairhaven out of loyalty.

Candidate 9 – **Alexander Kissla**

- Answer to Question 1 – Being a police officer is a lifelong dream.
- Answer to Question 2 – Positive attitude and patience.
- Answer to Question 3 – Grew up in Fairhaven and would not leave the Fairhaven police department.

Candidate 10 – Corey Martins – did not attend the final interviews.

The Board reviewed the list of the final candidates. Dr. Bowcock motioned to appoint Mr. Bettencourt, Mr. Quintin, Ms. Haaland, Mr. Mello and Mr. Kissla to the Fairhaven Police Department, subject to further physical and psychological testing and background checks. Mr. Murphy seconded. Vote was unanimous. (3-0).

CONSERVATION COMMISSION APPOINTMENT

Dr. Bowcock read a letter of interest from resident Amandio Silveira, who wanted to be appointed to the Conservation Commission. Although there was no room for a full member on the Conservation Commission, there was room for an alternate member, so the Board appointed Mr. Silveira to the Conservation Commission as an alternate. Mr. Murphy motioned. Mr. Espindola seconded. Vote was unanimous. (3-0).

ZBA AUTHORIZATION FOR TOWN COUNSEL

The Board read a request from the ZBA seeking authorization for Town Counsel opinion on a lot separation issue at 11 Maple Ave. The Board granted approval to the ZBA’s request. Mr. Murphy motioned. Mr. Espindola seconded. Vote was unanimous. (3-0).

MASS HISTORICAL COMMISSION AMENDMENT

Upon request from the School Department, the Board voted to approve and sign an amendment to a Massachusetts Historical Commission grant. Mr. Murphy motioned. Mr. Espindola seconded. Vote was unanimous. (3-0).

NSTAR NEW SCHOOL EASEMENT

The Board approved and signed a right-of-way easement for NSTAR to access 60 Sconticut Neck Road. Mr. Murphy motioned. Mr. Espindola seconded. Vote was unanimous. (3-0).

BOSTON HILL ROAD GAS PERMIT

The Board granted an NSTAR gas permit to 64 Boston Hill Road. The permit had already been approved by the Board of Public Works. Mr. Murphy motioned. Mr. Espindola seconded. Vote was unanimous. (3-0).

BROWN AND CALDWELL – AMENDMENT 5R

The Board signed contract Amendment 5R with Brown and Caldwell for the digester. Mr. Murphy motioned. Mr. Espindola seconded. Vote was unanimous. (3-0). (See Attachment B).

WIND TURBINE COMPLAINT – KAREN ISHERWOOD

At 6:45 p.m., the Board met with 3 Teal Circle resident Karen Isherwood. The meeting was requested by Ms. Isherwood, who said she was suffering from noise and flicker from the nearby wind turbines.

Ms. Isherwood read a prepared statement. In her statement, Ms. Isherwood claimed that the sound from the wind turbine was interfering with her life. She claimed that she could not go outside or sleep at night. She said her family members were suffering from sleeplessness and anxiety as well.

Ms. Isherwood asked the Board to consider several measures, including creating an “emergency contract amendment” with Fairhaven Wind LLC to limit the wind turbine operation hours, to turn the turbines off when the wind speed is high, to offer her reimbursement for emergency housing if she needed to abandon her house, abatement of property taxes, and reimbursement for increased electricity bills that are the result of air conditioner use to drown out wind turbine noise.

Dr. Bowcock said that the Board of Selectmen was working with the Department of Environmental Protection (MassDEP) to see if there is a legitimate concern regarding noise levels in the wind turbine area. He said that evaluation and sound samplings would occur over the next month, but it could take weeks for the data analysis to occur. Ms. Isherwood said that the MassDEP had been to her house for preliminary data collecting.

Ms. Isherwood asked what the Board would do if MassDEP determined the sound levels to be in compliance. She said that she would have to move from her house. Dr. Bowcock said it was too premature to discuss hypothetical situations and that they would first focus on getting results from MassDEP.

DOWN THE HATCH

At 7:00 p.m., the Board met with Matthew and David Hebert of Down the Hatch, to discuss noise complaints and a request from Down the Hatch to extend their Sunday entertainment hours.

In addition to noise complaints, the Board was in receipt of a letter from the Building Commissioner saying that no sound control panels were present at Down the Hatch and that the

roof was a common blue tarp instead of the required flame-resistant tarp. As such, the Building Commissioner said that the business should not be allowed to operate until the roof was corrected and sound control panels were installed. (See Attachment C).

Manager Matthew Hebert explained that the structure had sustained some damage in Tropical Storm Irene. He maintained that the business only operated until midnight like their license allowed and that the noise was not excessive.

Dr. Bowcock said that when they were using the sound proofing, there had been very few complaints. Mr. Hebert agreed and said that they were working hard to reinstall the sound proofing.

Sid Martin, one of the complaining parties whose letter prompted the meeting, said that his household was disturbed by sound from Down the Hatch. He said that he could only sleep with ear plugs. He said that the problem has been ongoing and that he just wanted a resolution. He called the noise "excessive".

Rob Rizzo was also present to complain about the noise. He said that he had called MassDEP, and claimed that MassDEP had said that the noise was in violation of allowed decibels. He claimed that his young children could not sleep. He said he wanted to be able to sleep with the windows open.

Several residents and abutters spoke in favor of Down the Hatch, claiming that the noise was either minimal or non-existent.

David Hebert of Down the Hatch said that he cared about people's peace and quiet. He said that once the sound proofing was in place, the noise would lessen.

Chief Michael Myers weighed in on the discussion. He said that there had been approximately six (6) sound complaint calls for Down the Hatch in 2012. He explained that when the police respond to a noise complaint, they either ask the business to reduce the noise or determine that there is no violation and take no action.

Dr. Bowcock suggested that the Board revisit both the matter of the noise and the Sunday Entertainment license after 30 days, to see if the sound proofing has helped reduce the problem. Mr. Osuch said that he thought the Building Inspector should check the conditions of the building to make sure that the tarp being used is fireproof before the business opened for the weekend of June 23 and June 24. Mr. Murphy and Mr. Espindola were receptive to revisiting the Sunday Entertainment license hearing in 30 days. Dr. Bowcock motioned to continue the hearing for the July 16 meeting. Mr. Murphy seconded. Vote was unanimous. (3-0). The building inspector will also check Down the Hatch for safety conditions before it opens for the June 23/24 weekend.

HURRICANE PREPAREDNESS

The Board conducted a Hurricane Preparedness meeting with department heads to discuss any changes/additions to the Preparedness manual. The discussion was particularly directed to the residents of West Island, who would be particularly hard hit by a hurricane event.

Fire Chief Tim Francis spoke, and reminded islanders that they were urged to leave the island in the event of a storm. He said that the causeway gets flooded and it would be difficult to access the island quickly after or during a hurricane.

Dr. Bowcock reminded the public that the Town was on its own for the first few days of a hurricane, because state aid would not kick in for days after the beginning of the storm.

Other department heads from the BPW, COA, Natural Resources, Tree Department and EMA spoke to the meeting, advising the public on what to expect in a hurricane emergency. They urged preparation, professional installation of generators, and said that measures were on the horizon for pet shelters.

CORRESPONDENCE

In Correspondence, the Board received:

- A letter from resident John Haaland praising Firefighter/EMT Antone Medeiros, EMT Eddie Freitas and Police Officer Kevin Chasse for their recent response to Mr. Haaland's mother's medical crisis.
- A letter from Police Chief Michael Myers requesting the Board to authorize the Town Accountant to pay a Verizon Wireless bill in the amount of \$1,317.58, to come from the Police Law Enforcement Trust fund. He said that the bill was the result of a detective being out of the country and was required to remain in contact with an ongoing investigation and incurred unexpected charges from Verizon. Attempts to dispute the bill have been fruitless, the Chief said.
- A letter from Elizabeth Boardman asking the Town to trim a tree on Green Street because it was dropping limbs on her property and car. Dr. Bowcock said that they would forward the request to the Tree Warden.
- A letter of praise from Steve Bouley to Steven Alves and Kevin Vasconcellos for re-roofing the Cushman Park Band Roof. The Board echoed Mr. Bouley's thanks and praise for the project, which was a gift to the Town.
- The Board read two separate requests for crosswalks: one from Little People's College for Bridge Street and one for the Fisherman Beach Association. The Board voted to approve the Bridge Street crosswalk, with the understanding that the crosswalk work would be paid for by the applicants. Mr. Murphy motioned. Mr. Espindola seconded. Vote was unanimous. (3-0). The Board voted to approve the Fisherman Beach crosswalk. Mr. Murphy motioned. Mr. Espindola seconded. Vote was unanimous. (3-

0). The crosswalk requests would have to be given final approval by the Board of Public Works.

- A letter of praise from Lt. Todd Correia to Lt. Brian Messier and Firefighter/Paramedic Joshua Benoit for recognizing the signs of cardiac arrest in a patient who did not want to go to the hospital. The two responders convinced the victim to go to the hospital, where he found out that he was indeed having a heart attack.
- A request from John Miller of the New England Marine Renewable Energy Center (MREC). Mr. Miller had requested use of the Union Wharf parking lot for a demonstration on June 22. At a previous meeting, the Board had approved the request. Mr. Miller now asked to change the date to July 13, 2012. The Board voted to approve the date change. Mr. Murphy motioned. Mr. Espindola seconded. Vote was unanimous. (3-0).

OTHER BUSINESS

In other business:

- Mr. Murphy encouraged the public to attend a Mass at St. Mary's Church on June 24 at 10:00 a.m. in Hawaiian clothes to celebrate the final Mass of Father Patrick Killilea, who will be moving to Hawaii.
- Mr. Espindola thanked everyone for a wonderful Father's Day Road Race.
- Dr. Bowcock congratulated those who had graduated from New Bedford High School and GNBRVTHS. He also thanked the Hunter family for opening the West Island Community Building to the Town for the Selectmen meeting.

At 8:41 p.m., Mr. Murphy motioned to enter into Executive Session to discuss the Blue Sky Power contract, not to reconvene into open session. Mr. Espindola seconded. Vote was unanimous. Roll call vote: Mr. Murphy in favor. Dr. Bowcock in favor. Mr. Espindola in favor. (3-0).

Respectfully,

Anne Kakley

Selectmen's Secretary

(Minutes approved 6/26/2012)

Attachment A

RECEIVED

2012 JUN 18 A 9 04

BOARD OF SELECTMAN
FAIRHAVEN MASS

June 18, 2012

Bernice A. Alves
Selectmen's Office
Fairhaven, MA 02719

Board of Selectmen
Town of Fairhaven
40 Center Street
Fairhaven, MA 02719

Honorable Board:

After much contemplation and reflection, I have decided to retire July 13, 2012 after 23 years of employment. The events of the past few years have left me drained physically, mentally and emotionally, along with other family and personal health issues, I feel that this decision is in my best interest.

The weeks of July 2 and July 9, I will be taking accumulated vacation and personal days.

Sincerely,

Bernice A. Alves

AMENDMENT NO. 5R
TO
AGREEMENT BETWEEN
TOWN OF FAITHAVEN
AND
BROWN AND CALDWELL
FOR
PROFESSIONAL SERVICES RELATED TO WWTP IMPROVEMENTS AND
ENGINEERING SERVICES DURING CONSTRUCTION

This Amendment made the 10th day of June, 2012, by and between the Town of Faithaven (hereinafter called "Owner" or "Client"), and Brown and Caldwell (hereinafter called "Engineer").

WHEREAS, Owner and Engineer entered into an agreement for professional services dated January 13th, 2010 (hereinafter referred to as the "Agreement");

WHEREAS, Owner wishes to extend the engagement of the Engineer until June 30, 2012 to perform Construction Phase Services during the construction of the anaerobic digestion and combined heat and power facility (the "Project");

NOW, THEREFORE, for the consideration set forth in the Agreement and other good and valuable consideration, it is hereby agreed and acknowledged by and between Owner and Engineer to supersede the previously executed Amendment No.5 and amend the Agreement as follows:

I. SCOPE OF CONSTRUCTION SERVICES

The Scope of Services in the Agreement is amended and supplemented to provide additional services below.

Phase 5 – Resident Engineering Services

- Task 001 – Resident Engineer: Provide Resident Engineer on-site full-time (40 hours per week) between January 27, 2012 and June 30, 2012.

II. SCHEDULE

The modified Scope of Services shall be completed by June 30, 2012.

- (6) The owner's or MassDEP's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor MassDEP's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement.
- (7) The contractor shall be and shall remain liable, in accordance with applicable law, for all damages to the owner or MassDEP caused by the contractor's negligent performance of any of the services furnished under this agreement, except for errors, omissions or other deficiencies to the extent solely attributable to the owner; owner-furnished data or any third party not controlled by the contractor. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control. Where innovative processes or techniques are recommended by the engineer and are used, the engineer shall be liable only for gross negligence to the extent of such use.
- (8) The services to be performed by the contractor shall include all services required to complete the scope of work as defined and set out in the professional services agreement to which these provisions are attached in accordance with applicable regulations.
- (9) The owner may, at any time, by written order, make changes within the general scope of this agreement in the services or work to be performed. If such changes cause an increase or decrease in the contractor's cost of, or time required for, performance of any services under this agreement, whether or not changed by any order, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly. The contractor must assert any claim for adjustment under this clause in writing within 30 days from the date of receipt by the contractor of the notification of change, unless the owner grants a further period of time before the date of final payment under this agreement.
- (10) No services for which an additional compensation will be charged by the contractor shall be furnished without the written authorization of the owner.
- (11) In the event that there is a modification of MassDEP requirements relating to the services to be performed under this agreement after the date of execution of this agreement, the increased or decreased cost of performance of the services provided for in this agreement shall be reflected in an appropriate modification of this agreement.
- (12) Either party may terminate this agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.
- (13) The owner may terminate this agreement, in whole or in part, in writing, for its convenience, if the termination is for good cause (such as for legal or financial reasons, major changes in the work or program requirements, initiation of a new phase) and the contractor is given (1) not less than ten calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party before termination.
- (14) If the owner terminates for default, an equitable adjustment in the price provided for in

(22) The contractor agrees to the disclosure of all information and reports resulting from access to records under paragraphs (19) or (20), to any of the agencies referred to in paragraph (19), provided that the contractor is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the contractor.

(23) The contractor shall maintain and make available records under paragraph (19) and (20) during performance on eligible work under this agreement and until 7 years from the date of final payment for the project. In addition, those records which relate to any Dispute, appeal under an assistance agreement, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until 3 years after the date of resolution of such appeal, litigation, claim, or exception if such date is later than seven years from the date of final payment.

(24) (This clause is applicable if the amount of this agreement exceeds \$100,000). If the owner or MassDEP determine that any price, including fee, negotiated in connection with this agreement of any cost reimbursable under this agreement was increased by any sums because the contractor or any subcontractor furnished incomplete or inaccurate cost or pricing data or data not current as certified in his certification of current cost or pricing data, then such price, cost, or fee shall be reduced accordingly and the agreement shall be modified in writing to reflect such reduction.

(25) Any subcontractors and outside associates or consultants required by the contractor in connection with services under this agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the owner specifically authorizes in writing during the performance of this agreement. The owner must give prior approval for any substitutions in or additions to such subcontractors, associates, or consultants.

(26) The contractor agrees that he will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap status or national origin.

(27) The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty the owner shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

(28) If it is found, after notice and hearing, by the owner that the contractor, or any of the contractor's agents or representatives, offered or gave gratuities (in form of entertainment, gifts, or otherwise), to any official, employee or agent of the owner, or of the state, in an attempt to secure a contract or favorable treatment in awarding, amending, or making any determination related to the performance of this agreement, the owner may, by written notice to the contractor, terminate the right of the contractor to proceed under this agreement. The owner may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts upon which the owner bases such findings shall be in issue and may be reviewed in proceedings under the remedies clause of this agreement.

(29) In the event this agreement is terminated as provided in paragraph (28), the owner shall be entitled: (1) To pursue the same remedies against the contractor as it could pursue in the event of a

Exhibit A
Amendment No. 5R

Fairhaven ADCHP - CA Services

<u>Task</u>	<u>Current Project Budget</u>	<u>Completed Task Amount</u>	<u>Remainder (Moved to Task 5)</u>	<u>New Project Budget</u>
Task 1 - Work Plan	\$10,500.00	\$9,085.95	\$1,414.05	\$9,085.95
Task 2 - Pre-Construction Meeting	\$2,300.00	\$2,233.47	\$66.53	\$2,233.47
Task 3 - Construction Administration	\$192,719.00	192,715.67	\$3.33	\$192,715.67
Task 4 - Review of Submittals	\$444,169.00	443,935.50	\$233.50	\$443,935.50
Task 5 - Resident Project Representative	\$357,562.00			\$368,094.95
Task 6 - Operations and Maintenance Manual	\$42,368.00			\$42,368.00
Task 7 - Start-Up Services	\$39,281.00			\$39,281.00
Task 8 - Post-Construction Services	\$26,761.00			\$26,761.00
Task 9 - Materials Testing and Survey	<u>\$30,100.00</u>	<u>\$21,284.46</u>	<u>\$8,815.54</u>	<u>\$21,284.46</u>
TOTALS:	\$1,145,760.00	\$669,255.05	\$10,532.95	\$1,145,760.00



Wayne Fostin
Building Commissioner

Town of Fairhaven
Massachusetts
OFFICE OF THE

BUILDING DEPARTMENT 2012 MAY 30 A 11: 01

TOWN HALL
40 Center Street
Tel. (508) 979-4019
FAX: 979-4079

BOARD OF SELECTMAN
FAIRHAVEN MASS

May 30, 2012

Board of Selectmen
40 Center Street
Fairhaven, Ma. 02719

Re: Down the Hatch
56 Goulart Memorial Drive

Dear Gentlemen

On May 30 2012 at the request of Mr. Osuch I performed a visual inspection of the above mention property. It was noted that no sound control panels were present and the roof is just a common blue tarp. For this type of use ONLY a flame resistance tarp may be used. Due to the nature of this business being an A2 use that has a dense occupancy. Until the life safety issue with the roof is corrected and sound control panels are installed this business should not be allowed to operate. Thank you in advance for your attention to this matter.

Sincerely yours

Wayne Fostin