



Fairhaven Board of Selectmen

May 27, 2014 Meeting Minutes

Present: Chairman Robert Espindola, Vice Chairman Geoffrey Haworth, Clerk Charles Murphy, Executive Secretary Jeffrey Osuch, and Administrative Assistant Anne Kakley

Chairman Robert Espindola called the meeting to order in the Town Hall Banquet Room at 6:31 p.m. The meeting was video-recorded and telecast by the Government Access channel and was audio recorded by Anne Kakley for the Selectmen's Office.

MINUTES

- Mr. Haworth motioned to approve the minutes of the **May 12, 2014** meeting, **open** session. Mr. Murphy seconded. Vote was unanimous. (3-0).
- Mr. Haworth motioned to approve the minutes of the **May 12, 2014** meeting, **executive** session. Mr. Murphy seconded. Vote was unanimous. (3-0).

EXECUTIVE SECRETARY'S REPORT

In his report, Mr. Osuch updated the Selectmen on the following meetings:

- Wednesday, **May 28** –
 - 8:30 a.m. – Retirement Board meeting
 - 10:15 a.m. – Oxford School Walkthrough
- Thursday, **May 29** –
 - 3:00 to 4:30 p.m. – Finance Department meeting
- Friday, **May 30** –
 - 2:00 p.m. – Mattapoisett River Valley District Subcommittee
- Thursday, **June 5** –
 - 7:30 a.m. to 9:00 a.m. – Forum at the Buzzard's Bay Office

Mr. Osuch updated the Board to a meeting with the Dispatchers Union mediator in the coming week.

SUMMER SCHEDULE

The Board set the following dates for upcoming Selectmen's meetings in the summer:

- June 9 and June 23

- July 7 and July 22
- August 4 and August 18
- September 2, September 15 and September 29

LOCAL EMERGENCY PLANNING COMMITTEE

Mr. Haworth said that he wanted to go forward with plans to create/revive a Local Emergency Planning Committee, consisting of department heads and/or representatives from the Police, Fire, Schools, Council on Aging, BPW, Building, and Housing. Additionally, the LEPC would have a Selectmen's representative and three at-large seats for residents.

The Board was supportive to the request. Mr. Murphy motioned to establish an LEPC with Mr. Haworth being the Selectmen's representative and LEPC Chair until such time as a Chairman is picked. Mr. Espindola seconded. Vote was unanimous. (3-0).

HARBOR ADVISORY COMMITTEE

The Board reviewed a request from Harbormaster David Darmofal to re-establish a Harbor Advisory Committee.

Mr. Darmofal said that there had been a Harbor Advisory Committee at one time, but was no longer active. He said that there were a lot of harbor activities at that he thought Fairhaven was sometimes excluded from decisions involving the harbor. He said that a Harbor Advisory Committee could possibly strengthen Fairhaven's presence in New Bedford/Fairhaven harbor decisions. He said that he would like to see the committee consist of the Harbormaster, the Economic Development Director, the Tourism Director, a representative from the Board of Selectmen, and a business person from Town.

Mr. Haworth noted that the Tourism Director had indicated that he did not want to be a part of the Harbor Advisory Committee. Mr. Osuch said that the appointment of the Tourism Director to such a committee would be the Selectmen's decision to make.

Mr. Darmofal cited the Charles Morgan and its impact on the Town, and the harbor, as an example of opportunities awaiting the Town if there were a Harbor Advisory Committee. He said that he was not willing to blend it into the Boat Ramp/Shellfish Advisory Committee, as they would have different charges.

Mr. Murphy motioned to establish a Harbor Advisory Committee, consisting of the Harbormaster (David Darmofal), the Shellfish Warden (Timothy Cox), the Director of Economic Development (Bill Roth), and a Selectmen's representative (Geoff Haworth). Mr. Espindola seconded. The Committee was so formed and the aforementioned were appointed with a unanimous vote. (3-0).

BUZZARD'S BAY TASK FORCE

Mr. Darmofal informed the Board that a regularly scheduled appointment with a representative of the Buzzard's Bay Task Force would have to be postponed to the next meeting. Mr. Cox said that they had a very successful training exercise that day with the Towns participating in the Buzzard's Bay Task Force with a lost vessel and man overboard practice. Mr. Haworth had been in attendance. He said that the Fairhaven Police Department had found the "body" in the water in the exercise.

SHELLFISH DEPUTY APPOINTMENTS

Barry Starr – At 7:00 p.m., the Board met with Barry Starr, candidate for shellfish deputy. David Darmofal and Tim Cox were present. Mr. Starr is a retired New Bedford firefighter. He grew up on the waterfront and is familiar with Fairhaven. Mr. Starr is CPR trained and has been a CPR instructor in the past. The Board expressed support for the appointment and considered Mr. Starr to be qualified for the position.

Mr. Darmofal said that he has known Mr. Starr for many years and that he would be a perfect fit. Mr. Starr said that he realized that the position was part-time, as-needed.

Mr. Haworth motioned to appoint Mr. Starr to Shellfish Deputy. Mr. Murphy seconded. Vote was unanimous. (3-0). Term to expire 5/31/2015.

Justin Dube – At 7:05 p.m., the Board met with Justin Dube, candidate for shellfish deputy. Mr. Dube is a Fairhaven resident who is looking for part-time work. He does not need a lot of hours and is willing to pick up weekend hours. His father and grandfather both are experienced on the water and Mr. Dube has grown up around boating. The Board was supportive of the appointment and Mr. Cox said that Mr. Dube is excellent with computers and will be useful in updating the mooring plan.

Mr. Haworth motioned to appoint Mr. Dube to Shellfish Deputy. Mr. Murphy seconded. Vote was unanimous. (3-0). Term to expire 5/31/2015.

CONSTABLE INTERVIEW

At 7:08 p.m., the Board met with Scott McGarty, candidate for Constable. Based on a standing rule, the Board required a meeting with Mr. McGarty before making a new constable appointment.

Mr. McGarty said that he has lived in Fairhaven for 14 years. He works for a friend's constable service in New Bedford and needs the constable title for work. Mr. Haworth said that he knew Mr. McGarty and that he was a good candidate for the position. Mr. Murphy also knew Mr. McGarty and called him "dedicated".

Mr. Haworth motioned to appoint Mr. McGarty to Constable. Mr. Murphy seconded. Vote was unanimous. (3-0). Term to expire 5/31/2015.

MONIZ CONTRACT – UNION WHARF

At 7:12 p.m., the Chairman recognized Atty. Stephen Salon, who represented his client Eric Moniz.

The Board members said that they were under the impression that the agenda item had been postponed, per request of Atty. Salon. Atty. Salon said that his office had requested a postponement but that he was not sure if the postponement had been granted. The Board members did not want to deliberate the matter, as there were people who would have attended the meeting if they thought Mr. Moniz' contract would be discussed.

Atty. Salon was upset that he had to change personal arrangements because it had not been clear if the item had been postponed or not.

Mr. Haworth motioned to table the agenda item to June 9. Mr. Murphy seconded. Vote was unanimous. (3-0).

Atty. Salon then said he did not think he could be present for June 9. Mr. Haworth motioned to rescind the vote to set the agenda item for June 9. Mr. Murphy seconded. Vote to rescind was unanimous. (3-0). Atty. Salon said that he would attempt to resolve the conflict with the Harbormaster directly.

ANNUAL APPOINTMENTS

Mr. Haworth motioned to appoint Terence Cripps to Animal Control Officer, one year term. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Rebekah Tomlinson to Assistant Animal Control Officer, one year term. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Albert Benac to Art Curator, one year term. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Pamela Davis, Ronald Manzone, and Ellis Withington to the Board of Assessors, one year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Ethel Cataldo, Roderick Lopez, Wayne Oliveira, Vicki Paquette, Beverly Rasmussen, Barbara Sawyer, Kathleen Thompson and Karen Vilandry to the Beautification Committee, one year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Joyce Barrett, Lois Callahan-Moore, Matthew Coes, Robert Espindola, Rene Fleurent, Joseph Mello, Kenneth Pottel, Geoffrey Sullivan, Susan Sullivan, and Jeffrey Wotton, to the Bikeway Committee, one year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Peter DeTerra to the Board of Appeals, five year term. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Kenneth Kendall to the Board of Appeals, associate member, with a three year term. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Frank Coelho, Tim Cox, David Darmofal, Geoffrey Haworth, David Hebert, Robert Hobson, Bruce Ingham, Ronald LaCasse, Ted Lorentzen, Vincent Manfredi, Robert Newett, and Peter Nopper to the Boat Ramp and Shellfish Advisory Committee, one year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Murphy motioned to appoint Andrew Bobola to Assistant Building Inspector, one year term; John Cottrill to Chief Wiring Inspector, one year term; Roger Poitras to Associate Wiring Inspector, one year term; Henry Daigle to Gas Inspector, one year term; William Alphonse, Jr. to Temporary Gas Inspector, one year term; and Norman Lussier to Plumbing Inspector, one year term. Mr. Espindola seconded. Vote carried with one abstention from Mr. Haworth, who cited business relationships with the Building Department appointees. (2-0-1).

Mr. Haworth motioned to appoint Barbara Acksen, Ronald Medina, and Robert Espindola to the Cable Advisory Committee, one year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Ronald Medina, Brian Rego, Diane Rocha, Anne Silvia and Donna Lavalley to the Commission on Disability, three year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Terence Meredith, Ann Richard, and James T. Souza to the Community Preservation Committee, three year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Amy DeSalvatore to the Conservation Commission, three year term. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Jeanne Van Orman to the Conservation Commission – associate member, one year term. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Steven Borges, Matthew Botelho, Pamela Bourgault, Michael Bouvier, Richard Ferreira, Timothy Garcia, Robert Jones, Kevin Kobza, Eileen Lowney, Lawrence Machado, David Miller, John Serpa, Eugene Thomas, Harve Vandal, Jr., and Milan Whitaker as Constables, one year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Joseph Borelli (associate – one year term), Gerald Brecken (full member – three year term), Francis Cox (full member – three year term), Lee Cummings Allaire (full member – three year term), Geraldine Frates (full member – three year term), Joan A. Mello (full member – three year term), Jack Oliveira (associate – one year term), Elaine O'Neill (associate – one year term) and Dorothy Reid (associate – one year term) to the Council on Aging. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Willoughby Elliot, Abigail Hevey, and Jacqueline Kenworthy to the Cultural Council, three year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Richard Ciccone, Donna Baldwin, Sheila Dolan, Gail Evangelho, Stephanie Igo, Anne Jorgensen, John Jorgensen, Kathy Lopes, Melissa Tavares, Laurel Traudt, Kevin Viveiros, Timothy Watterson, Donna Wunschel, Carol Tyson and Nancy Santoro to the Dog Park Committee, one year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Marc Jodoin to Emergency Management Agency director, one year term. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Frank Cruz, Donn Fletcher, Timothy Francis, David Gordon, Bourne Knowles, Brian Messier, Charles K. Murphy, Sr., Richard Rocha and John Rogers to the Fire Apparatus Study Committee, one year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Timothy Francis, David Hughes, Robert Lincoln, Curtis Lopes, Frank Rezendes and John Rogers to the Fire Department Building Committee, one year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Debra Charpentier (full member – three year term), Anne Kakley (associate member – one year term), Vicki Paquette (associate member – one year term), and Gail Isaksen (full member – three year term) to the Historical Commission. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint William Roth to be the JTPG (Joint Transportation Planning Group) representative. Mr. Murphy seconded. Vote was unanimous. (3-0). Mr. Haworth motioned to appoint Vincent Furtado to be the JTPG Alternate. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Frank Rezendes to the Martha's Vineyard/Nantucket Steamship Authority. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Lisa Wright to a four-year term on the Millicent Library Board of Trustees. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint David Darmofal to Harbormaster, one year term. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint David Darmofal to Parking Control Officer, one year term. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Todd Cox, Don Gifford, George Hubert, Paul Sylvia, Cliff Patenaude, Erich Druskat and Alexandra McIntosh to Shellfish Deputies, one year terms. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Timothy Francis to Oil Spill Coordinator, one year term. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Anne O'Brien-Kakley to Parking Clerk, one year term. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Charles K. Murphy, Sr., to the Personnel Board, two year term. Mr. Espindola seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Lorraine Medeiros (R) and Thomas L. Alden, Sr. (R) to Registrars of Voters, three year terms each. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Barbara Acksen, Thomas Alden, Sr., Albert Benac, Stephen Desrochers, Lisa Elliot, Bob Espindola, Gail Isaksen, Nils Isaksen, Paul Kitchen, Pamela Kuechler, Susan Loo, Jeffrey Lucas, John Medeiros, Beverly Rasmussen, Gayla Reilly, Rona Trachtenberg, and Karen Vilandry to the Rogers-Oxford Study Committee. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint William Roth to SRPEDD Selectmen's Representative. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Robert Espindola to SRTA Advisory Council, Selectmen's Representative. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Kathleen Audette, Lois Callahan-Moore, Lisa Elliot, Bill Elliot, Deirdre Healy, Laurie Hellstrom, Vincent Marron, Marianne Murray, Ann Richard, and Susan Spooner to the Sustainability Committee. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to appoint Carol Brandolini to Tax Collector, with a term expiration of August 1, 2014. Mr. Murphy seconded. Vote was unanimous. (3-0).

The Board tabled a request to appoint Lisa Rose to Assistant Treasurer.

Mr. Haworth motioned to appoint James Cochran to Veteran's Agent. Mr. Murphy seconded. Vote was unanimous. (3-0).

BILL ROTH CONTRACT

The Board reviewed a three-year contract renewal for Town Planner/Economic Development Director Bill Roth. See Attachment A. Mr. Haworth motioned to approve and sign the three-year contract, which is effective through June 30, 2017. Mr. Murphy seconded. Vote was unanimous. (3-0).

SURPLUS VEHICLES – POLICE DEPARTMENT

The Board reviewed a memo from the Police Chief asking the Board to declare two Police vehicles surplus: a 2011 Ford Crown Victoria and a 2006 Ford Crown Victoria, effective August 1.

Mr. Haworth motioned to declare the two vehicles surplus and set June 30, 2014 as a deadline for departments to express interest in the vehicles. Mr. Murphy seconded. Vote was unanimous. (3-0).

NSTAR GAS PERMITS

The Board reviewed NSTAR gas permits for 65 Pleasant Street; the intersection of Timothy Street and Sconticut Neck Road; and 76 Harding Street. Mr. Haworth motioned to approve all three permits. Mr. Murphy seconded. Vote was unanimous. (3-0).

CDBG ADMINISTRATIVE ASSISTANT

The Board reviewed a memo from Bill Roth recommending Patricia Pacella for the position of Administrative Assistant for the Community Development Block Grant (CDBG) department. Mr. Roth was present. According to Mr. Roth, there were seven applicants for the position, and after he conducted the interviews with Marie Ripley and a CDBG consultant representative, it was determined that Ms. Pacella would be the best fit.

Mr. Haworth said that he would like to meet with the candidate at the next meeting prior to making an appointment. Mr. Murphy motioned to invite Ms. Pacella to the June 9 meeting of the Board of Selectmen for a final interview. Mr. Haworth seconded. Vote was unanimous. (3-0). Mr. Roth stated that he would not be available for the interview on June 9.

PEC AGREEMENT

The Board reviewed an agreement, as signed by the Public Employees Committee. See Attachment B. Mr. Osuch gave an overview of the agreement, which is effective July 1, 2014 to June 30, 2016. Each Union representative signed the agreement. The Blue Cross/Blue Shield HMO and PPO premiums will be reduced by five percent, and Dental is going up six percent. The plan will result in a mitigation plan of 25% of savings to be returned to employees (about \$73,000). The mitigation will be based on enrollment as of October 15 and will be returned in the form of a check to Town subscribers by December 31, 2014. Additionally, retirees will change from Medex 3 to Medex 2. Mr. Haworth motioned to sign the agreement. Mr. Murphy disclosed that he receives the Town's health insurance, and seconded. Vote was unanimous. (3-0). Mr. Osuch said that the Selectmen's Office would notify the State office in the morning that a PEC agreement had been reached and executed.

BIKE RUN BENEFIT

The Board reviewed an application for a One-Day, All-Alcohol license for Ice House for the Frank T. Baker Memorial Bike Run on June 8. The Board reviewed the application favorably. Mr. Haworth motioned to approve the one-day all-alcohol license. Mr. Murphy seconded. Vote was unanimous. (3-0).

MODULAR HOME MOVING PERMIT

The Board reviewed an application from Excel Homes, LLC move a modular unit to 220 Alden Road on June 9, 2014. Mr. Haworth motioned to approve the permit. Mr. Murphy seconded. Vote was unanimous. (3-0).

NSTAR RIGHT-OF-WAY DEBRIS – BIKE PATH

In a request from Mr. Espindola, the Board reviewed a sample letter, written by Mr. Espindola, requesting NSTAR return to the Bike Path to clear up dead branches and other debris left when NSTAR clear cut their right-of-way alongside the Bike Path in July 2013.

Mr. Haworth motioned to send a letter from the Board of Selectmen to NSTAR requesting NSTAR return to clean up the remaining debris. Mr. Murphy seconded. Vote was unanimous. (3-0).

REGIONAL AID AGREEMENT

The Board again tabled a discussion regarding a Southeastern Massachusetts Regional Mutual Aid contract, as the Police Chief had only spoken to Town Counsel that day and it was determined that the Town would need a statement from the Insurance company (Sylvia Insurance) regarding liability if the agreement were executed. The item was tabled to the June 9 meeting.

IT POSITION

In an agenda item requested by Mr. Haworth, the Board discussed the creation of an Information Technology director to oversee the Town Hall offices, the Board of Public Works office, the Fire Department and the Council on Aging/Recreation offices. Mr. Haworth said it was time to research the matter to improve technology services for Town offices. He suggested drafting up a job description and look at the budget to see what it could sustain for an IT salary.

Mr. Murphy agreed with Mr. Haworth, adding that the Town has been getting by with some Town employees taking on some additional IT tasks, but that a full-time IT position would greatly benefit the Town.

Mr. Espindola agreed that it was worth studying the possibility of a full-time IT position. Mr. Espindola said that he would work on researching the possibility of such a position.

“VIRTUAL” SUGGESTION BOX

Ms. Kakley discussed with the Board the possibility of creating a “Virtual” Suggestion Box on the Town website, for residents and tax payers to offer suggestions to the Town regarding its various services, particularly Town Hall experiences.

Mr. Espindola explained that Ms. Kakley had recently created a gavel icon on the Town website that leads to a form application for residents to have agenda items considered for upcoming Selectmen’s meetings. Mr. Haworth and Mr. Murphy supported the idea of a Virtual Suggestion Box.

Mr. Haworth motioned to authorize the creation of said “Virtual” Suggestion Box on the Town website. Mr. Murphy seconded. Vote was unanimous. (3-0).

WHALE AWARD – FAIRHAVEN TOWN HALL

Mr. Osuch said that the Town of Fairhaven was presented the Sarah R. Delano Preservation Award from the New Bedford Waterfront Historical Area League (WhaleE) for historically accurate and thoughtful restoration to the Fairhaven Town Hall. The award was presented to Mr. Osuch on May 14, 2014, and similar awards from WhaleE were issued to private New Bedford homeowners, and Fairhaven artist Arthur Moniz received the George Perkins award.

The Board thanked Mr. Osuch for being present to accept the award.

FIA PLANTERS

Mr. Espindola thanked the Fairhaven Improvement Association for the purchase and installation of two planters in front of the Town Hall. Mr. Espindola said that the planters had been custom made to match the architecture of the Town Hall.

ERIC MONIZ CONTRACT

Mr. Darmofal and Mr. Cox appeared again before the Board at 8:25 p.m. to discuss Mr. Moniz’ contract. After the Board appointment with Atty. Salon earlier in the meeting, Mr. Darmofal had a discussion with Atty. Salon in the hallway. They could not reach a resolution regarding Mr. Moniz’ contract. Mr. Darmofal said that Atty. Salon expressed preference to resolve the issue outside of a Selectmen’s meeting, but they could not meet a resolution.

Mr. Haworth said that, based on the fact that Mr. Darmofal and Atty. Salon could not reach an agreement, the Board would have to schedule a meeting with Mr. Moniz regarding his Union Wharf contract for their June 23 meeting. Mr. Darmofal said that Atty. Salon agreed that the “Slave Driver” would not be returning to Union Wharf. Mr. Haworth motioned to place Mr. Moniz and Atty. Salon on the June 23, 2014 agenda. Mr. Murphy seconded. Vote was unanimous. (3-0).

ROGERS/OXFORD UPKEEP

Mr. Osuch said that he had asked the Board of Public Works to mow the grass and empty the trash at the Rogers School and Oxford School properties. He said that the BPW had voted to mow the properties once and then petition the Board of Selectmen to authorize them to hire one additional summer employee.

Mr. Osuch said that the School Department and BPW mowed the properties right before Memorial Day. He said that he disagreed with the BPW's request to hire an additional summer employee. He suggested that the BPW could drop off a mower at the properties and the Town Hall custodian could mow the properties.

Mr. Espindola read a letter from Beverly Rasmussen regarding the Rogers School property. See Attachment C.

Mr. Haworth asked if they could declare the Rogers Playground a park from that point on so the BPW would be obliged to maintain it. Mr. Osuch said that would solve the issue of the Rogers Park, but not for the Rogers and Oxford School grounds. Mr. Haworth said that it was not the job of the Town Hall janitor to maintain the former school properties.

Mr. Haworth motioned to submit a memo to the Board of Public Works asking them to cooperate with maintaining the former school properties of Rogers and Oxford. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Espindola asked about a request to install a "No Trespassing" sign at the Rogers School property. He suggested that perhaps the Board could request that the Police Department increase their rounds in the area of Rogers School to prevent vandalism.

ECONOMIC SUMMIT

Mr. Espindola had previously asked the department heads at the Economic Summit meeting to give their opinions on the possibility of asking all Town departments to submit monthly reviews of their activities. The Economic Summit had responded that it would like to see the request come from the whole Board of Selectmen, and had questions on how the monthly information would be file and used.

Mr. Espindola said that he would also consider quarterly reports if the monthly report was too laborious. Mr. Murphy said that the Economic Summit had particularly had questions about the format and information that was being requested. He added that not all Town departments attend the Economic Summit meetings.

Mr. Espindola recommended that they could get their monthly departmental updates by having someone take minutes of the Economic Summit meeting. Mr. Murphy said that the School Department had said their minutes are always submitted online and anyone interested in their activities could read those minutes.

NORTH STREET PARKING PETITION

The Board reviewed a petitioned request from residents on North Street and Main Street, to limit parking on a section of North Street to one side. The Board had requested comment from the Safety Officer, via the Police Chief.

Safety Officer Laurie Cannon researched the request. See Attachment D. Officer Cannon said that there was enough room for the passage of traffic and any emergency vehicles. As such, Chief Michael Myers said that he did not see a safety issue and therefore, did not support the change to one-sided parking as requested by the petitioners.

Mr. Haworth motioned to reply to the petitioners with a copy of the Police Department's recommendations. Mr. Murphy seconded. Vote was unanimous. (3-0).

OTHER BUSINESS

In Other Business:

- Mr. Haworth praised the Town turnout for the annual Fairhaven Memorial Parade, and said that he was pleased to see such pride in his Town
- Mr. Haworth said that the Local Emergency Planning Committee was looking for three citizens to serve
- Mr. Haworth added that the Capital Planning Committee was looking for members to serve
- Mr. Murphy said that he spoke with the Police Chief regarding bullet casings that were found on the corner of Main Street and Washington Street, near Cumberland Farms. Mr. Murphy said that the Police Chief thought that the matter was random and that the residents were not at risk
- Mr. Murphy offered condolences from the Board to the family of Patrick Berry, who recently passed away
- Mr. Murphy said that there would be a Safety Awareness Day with a Southcoast Hospitals blood van at the Kennedy-Donovan Center on May 31
- Mr. Murphy said there would be a photography installation at the Art on Center on June 7, which will feature the work of Bernadette Costa, Robert Smith and Jim Mahaney
- Mr. Espindola thanked the organizers of the Memorial Day parade, and thanked Ted Silva and John Medeiros, the Marine Corps and the Boy Scouts, for organizing a sunrise ceremony in honor of Lance Cpl. Matthew Rodriguez
- Mr. Espindola said that the POW MIA chair at the Town Hall was unveiled with a ceremony on Memorial Day. He thanked Jim Leal, George Brownell and Gerry Payette for their work in bringing that chair to Fairhaven. Additionally, he noted that Keith and Dan Silvia volunteered their services to build the platform upon which the chair sits.

At 9:03 p.m., Mr. Haworth motioned to enter Executive Session, pursuant to MGL 30A § 21:

- To discuss strategy with respect to contract negotiations – Seaport Council lease
- To discuss strategy with respect to Town Hall personnel

Mr. Murphy seconded the motion to enter Executive Session for the aforementioned reason, not to reconvene into open session afterward. Vote was unanimous. (3-0). Roll call vote: Mr. Espindola in favor. Mr. Murphy in favor. Mr. Haworth in favor.

Respectfully,

Anne Kakley

Administrative Assistant
Board of Selectmen
(Minutes approved 6/09/2014)

**Town of Fairhaven
40 Center Street
Fairhaven, Massachusetts**

**DIRECTOR OF THE DEPARTMENT OF PLANNING
AND ECONOMIC DEVELOPMENT
AMENDMENT TO AND EXTENSION OF CONTRACT OF EMPLOYMENT**

THIS AGREEMENT, made and entered into this _____ day of _____ by _____ and between the Town of Fairhaven, Commonwealth of Massachusetts, a Municipal Corporation (hereinafter "Town"), and William D. Roth, Jr. (hereinafter the "Employee"), both of whom agree as follows:

WITNESSETH:

WHEREAS, the Board of Selectmen of the Town of Fairhaven (hereinafter "the Board"), pursuant to the authority of Article 7 of the May 4, 1996 Special Town Meeting, desires to employ the services of the Employee as Director of the Department of Planning and Economic Development (hereinafter the "Position") of the Town of Fair haven; and

WHEREAS, it is the desire of the Board to set forth the benefits, terms and conditions of employment of the Employee; notwithstanding the provision of any Town policies or by-laws; and

WHEREAS, the Employee desires to accept employment in the Position;

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

Section 1. Duties

The Town hereby agrees to employ the Employee in the Position to perform the functions and duties specified in Exhibit "A" (attached hereto and made a part hereof) and to perform other legally permissible and proper duties and functions as the Board shall from time to time assign.

Section 2. Term

- A. The term of this Agreement shall be 3 year(s) commencing on July 1, ~~2011-2014~~ and shall expire on June 30, ~~2014~~2017.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement, or as otherwise provided by applicable law.

Section 3. Termination and Severance Pay

- A. The Board shall give the Employee written notice at least one hundred twenty (120) calendar days or, in the event the employee is charged with misfeasance or malfeasance, at least thirty (30) calendar days, prior to any vote to terminate his employment, or not to renew this agreement. Any such vote shall take place at a meeting of the Board at which the Employee shall have the right to be represented by an attorney, and to present

evidence on his behalf. Subject to the applicable provisions of the open meeting law, G.L. c.39 §§23A, et seq., such meeting shall be held in executive session unless otherwise requested by the Employee.

- B. In the event of the termination of his employment the Board may determine to pay the Employee severance pay, provided that under no circumstances shall the combined aggregate compensation of the Employee and any successor exceeds the amount appropriated therefore.
- C. The Employee shall give the Board at least thirty (30) calendar day's written notice of his intent to terminate his employment, or his intent not to renew this agreement.

Section 4. Travel Expenses

The Town shall reimburse the Employee for out of pocket travel expenses incurred by him on Town business, including but not limited to tolls, parking fees, and mileage at the current Town rate subject to approval by the Board.

Section 5. Salary

A. Annual Base Salary:

The Town agrees to pay the Employee for his services rendered pursuant hereto at an annual base salary of \$75,835 (approved by Town Meeting May ~~2011~~2014) payable on a weekly basis effective July 1, ~~2011-2014~~ (~~FY12~~FY15). The Employee and Board will negotiate an annual base salary for ~~FY13-FY16~~ and ~~FY14~~FY17. Funding for salary increase for FY13 and FY14 will be requested by the Board. Until an annual base salary is negotiated, the salary as of July 1, 2011 – June 30, 2012 will continue.

B. Cost of Living Adjustment (COLA):

The Town agrees to pay the Employee an annual COLA equal to the COLA of the non-exempt town employees.

C. Longevity, Sick Leave Bonus & Buy Back:

The Employee will be paid a longevity bonus, sick leave bonus, sick leave buy back and any other bonus equal to the amount payable under the Personnel by-law to employees having the same length of continuous service to the Town. The Employee's service with the Town for purpose of this paragraph will be his continuous service immediately prior to this agreement. Payment of any longevity or sick leave bonus is subject to appropriation.

D. Community Development Block Grant Funds:

In addition to the Employees annual base salary, the Town agrees to pay the Employee an annual bonus of \$5,788, half is payable the first pay date in June of ~~2013-2014~~ and the second half payable on the first pay date in December, ~~2013-2014~~ for his services to administer the Community Development Block Grant program. The bonus shall be funded from Community Development Block Grant funds, subject to CDBG ~~2010-2013~~ grant award.

Section 6. Performance Evaluation

The Board shall meet with the Employee at least once each year prior to June 1st for the purposes of discussing with the Employee his job description, his progress towards any jointly established goals, his performance, and the working relationship between the Board and Employee. It is intended that this dialogue be performed for the purpose of increasing the rapport and cooperative interaction between the Board and Employee to the end that understanding be arrived at concerning each party's relationship and responsibility to the

other.

Section 7. Hours of Work

The Employee shall devote full time to the duties of the Position and shall not hold any other elective office, with the exception of Town Meeting Member, within the Town of Fairhaven, however he shall hold any office to which he may be appointed by the Board, and any other elective or appointed office with the approval of the Board. The Employee shall devote such hours at such times as are necessary for the performance of his job duties as delineated in Exhibit "A", and he shall not perform or be compensated for overtime work, except with the approval of the Board prior to the performance of that work.

Section 8. Benefits

- A. HEALTH INSURANCE - The Employee will be covered for medical and hospitalization insurance under the Town's group insurance coverage.
- B. LIFE INSURANCE - The Employee will be covered under an optional plan for Life Insurance to the extent provided by the Town. Additional coverage is optional at the Employee's expense.
- C. RETIREMENT - The Employee will be covered under the public employees' retirement system.
- D. WORKER'S COMPENSATION - The Town shall carry worker's compensation insurance benefiting the Employee.
- E. VACATION LEAVE - The Employee will be entitled to four (4) weeks vacation time in each successive twelve month period to be used at his discretion.

Fifteen full years - Five (5) weeks vacation

However, no more than two consecutive week's vacation time may be used in any six-month period unless approved in writing by the Board. Vacation leave should be taken within - the year (12 month following the anniversary date). The Board must approve any carry-over of such leave in writing.

- F. HOLIDAY LEAVE - The Employee shall receive holiday leave with pay for the following days and such other days as may be legally declared holidays for the conduct of federal, state and town government business:

New Year's Day	Martin Luther King Day
President's Day	Columbus Day
Patriots Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	The Friday after Thanksgiving Day
Labor Day	Christmas Day
½ day before New Year's Day	½ day before Christmas Day
½ day Good Friday	

The Employee's holiday leave shall be taken on the date the holiday is observed by the closing of Town Hall.

- G. SICK LEAVE - The Employee shall be entitled to sick leave accumulated in prior service with the Town and in addition shall accrue sick leave on the basis of one and one/quarter (1 ¼) days per month of continuous employment for the Town, and may accrue up to one hundred twenty (120) days unused sick leave. The Employee shall be paid at the rate of one day's pay for every two accumulated unused sick days in excess of one hundred and twenty days at the end of the applicable contract year. At the termination of his employment, the Employee shall be paid at the rate of one day's pay for every two days of sick leave for all accumulated unused sick leave at the annual salary rate in effect at

the time of such termination.

- H. PERSONAL LEAVE – The Employee shall be entitled to three (3) calendar days per year as personal leave. Personal leave may be taken at any time upon five (5) days notice to the Board, or shorter notice in the event of an emergency. Personal leave shall be used in segments on no less than one-quarter (1/4) day at a time. Personal leave may be used to excuse an absence from a meeting of the Board or a meeting of the Planning Board for any such meeting held during non-office hours (i.e. outside of 8:30 a.m. to 4:30 p.m.) only with the express written permission of the Chairman of the Board of Selectmen or the Chairman of the Planning Board, as applicable, and such an absence shall be charged as one-quarter (1/4) day regardless of the length of the meeting. No more than one personal day may be used in any thirty-day period without the express permission of the Chairman of the Board of Selectmen.
- I. BEREAVEMENT LEAVE - The Employee shall be granted bereavement leave of four (4) days in the event of the death of a child of his, or the death of any member of his household, and three (3) days in the event of the death of any person within two (2) degrees of relation to him (ex. – grandchild, first cousin) or one (1) degree of relation to his spouse (ex. – mother-in-law, wife’s sister).

Section 9. General Expenses

The Town shall reimburse the Employee for general out of pocket expenses incurred by him on Town business provided that the incurring of those expenses is approved in advance by the Chairman of the Board or if not so approved; if payment of those expenses is approved by the Board.

Section 10. Professional Associations

The Town will pay for the professional dues and subscriptions of the Employee necessary for his continued participation in national, regional, state, and local associations, provided that the Board will first review and approve such subscriptions and memberships.

Section 11. Other Terms and Conditions of Employment

The Board shall fix after consultation and agreement with the Employee and subject to this Agreement, any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee. Any change to this Agreement will be in writing signed by both parties.

Section 12. Indemnity

The right of the Employee to be indemnified and saved harmless from personal financial loss and expenses, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, when the Employee at the time of any such act or omission was acting within the scope of his official duties or employment, shall be governed by G.L. c.258.

Section 13. Reduction of Benefits

The Board shall not reduce the salary to be paid the Employee during a fiscal year without his consent, provided that under no circumstances shall his aggregate compensation exceed the amount appropriated thereof

Section 14 General Provisions

- A. This contract shall constitute the entire agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. This Agreement shall be effective commencing July 1, ~~2011-2014~~ and expires on June 30, ~~2014~~2017, except as otherwise provided.
- D. This Agreement is subject to the provisions of Massachusetts' law. If any provision, or any portion thereof; contained in this Agreement is held invalid or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected and shall remain in full force and effect. The failure of the Board to perform under this Agreement, or to exercise any right under the Agreement shall not serve as a bar or a waiver of the Board's authority under law, or to the exercise of any other right hereunder.

IN WITNESS WHEREOF, the Town of Fairhaven has caused this Agreement to be signed and executed on its behalf by its Board, and duly attested by its Town Clerk and William D. Roth, Jr. has signed and executed this Agreement, both in duplicate, the date and year first above written.

Date: _____

For the Board of Selectmen:

Robert J. Espindola, Chairman

Geoffrey A. Haworth

Charles K. Murphy, Sr.

William D. Roth, Jr.

ATTEST:

Eileen M. Lowney, Town Clerk

(Seal)

EMPLOYMENT CONTRACT
DIRECTOR OF THE DEPARTMENT OF PLANNING
AND ECONOMIC DEVELOPMENT

Exhibit "A"

The Director shall act by and for the Board of Selectmen in any matter which they may assign to him relating to the administration of the affairs of the Town or of any Town office or department under their supervision and control and which pertains to the duties of the Director; and, the Director shall also so act on behalf of the Planning Board as pertains to those duties the Director shall perform for that Board. He shall in addition perform such duties as may be assigned to him under the authority of the Board of Selectmen.

It is understood that the duties of the Director shall include, but not necessarily be limited to, responsibility for: economic planning and development; land use management and planning in coordination with the Planning Board; providing professional staff support to the Planning Board including but not limited to reviewing a variety of developmental plans including subdivision and site plans and shall make recommendations to the Planning Board regarding plan approvals; supervising the maintenance of a computerized list of subdivisions, developers, approval not required plans and special permits issued by the Fairhaven Planning Board; pursuing available federal, state or private grants or similar money, including preparation and submittal of applications, and the administration of said grants if obtained, in coordination with the Board of Selectmen's Executive Secretary; providing technical assistance to all Town Boards, Officials, Departments and Agencies, and the general public as to matters falling within the Director's duties; preparing and maintaining records and reports relative to matters falling under the position; performing a regular review of local by-laws and regulations for their effectiveness and prepare recommendations regarding revision to the same as to matters falling under the position; making recommendations on the timing of the implementation of the recommendations contained in the Town's Master Plan and the Town's Economic Development Plan; and, shall assist other Town Boards, Officials, Departments and Agencies in the implementation of the recommendations of the Town's Master Plan and the Town's Economic Development Plan.

Additionally, the Director shall be required to attend all scheduled Planning Board meetings and hearings; and, shall also be required to appear before the Board of Selectmen on an as needed basis, as determined by that Board. The Director may be appointed by the Planning Board or the Board of Selectmen as either Board's designated representative for the regional planning agency; and, he shall attend a variety of meetings and make presentations related to departmental functions, including but not limited to Town Meetings. Furthermore, the Director shall be responsible for the daily administration of the Department, preparation and administration of the department budget, and shall insure compliance of the Town's personnel policies for any subordinates.

It is further understood and agreed that the Director and the Board of Selectmen shall meet on one or more occasions, as determined by said Board, to discuss the objectives and goals for the Director to pursue during the fiscal year. The intent is to meet on a semi-annual basis at a minimum.

It is further understood between the parties, that the authority of the Board of Selectmen and the Planning Board, as the case may be, to assign duties to the Director is not a delegation of authority to the Director to determine policy, or to act for them in their official capacity nor to require him to serve in functions outside the intended scope of his duties. In furtherance of this understanding the Director will not be assigned to attend meetings of, or serve as a member of any board, commission, committee or other group unless such attendance or service is integrally related to his duties as Director. In the event that there should be a conflict between such duties as assigned by the Board of Selectmen and the Planning Board, the Director shall make both Boards aware of the conflict as soon as reasonably possible. It shall be the obligation of the Board of Selectmen to resolve such conflict.

**Memorandum of Agreement
Between
The Town of Fairhaven
And the
Fairhaven Public Employees Committee**

**Regarding Health Insurance
July 1, 2014 through June 30, 2016**

It is agreed by and among the Town of Fairhaven ("Town"), acting by and through its Board of Selectmen, and the Public Employers Committee ("PEC"), which is comprised of all of the collective bargaining representatives that represent employees and retirees of the town (such collective bargaining and retire representatives are identified on the signature page) as follows:

I. Purpose

The purpose of this memorandum is to specify and delineate the finalized agreement between the Town and the PEC regarding health care changes negotiated pursuant to M.G.L. Chapter 32B, Sections 21 through 23.

II. Duration of Agreement

The effective date of this two year agreement shall be July 1, 2014. The terms of this plan shall remain in effect until June 30, 2016, unless changes are agreed upon by both the Town and all the bargaining units.

The Insurance Advisory Committee (IAC) intends to meet monthly (third Tuesday of each month at 2 pm) during this agreement period to remain current with the performance of this plan and to investigate optional plans and/or joint purchase groups for possible adoption. The IAC intends to invite Town representatives to join in these meetings with the hope of finding better or more cost effective plans.

III. Health Care Plan Benefits

For the duration of this agreement, the health insurance plans available to all eligible employees and retirees shall be as outlined on Exhibit I attached.

- A. Notice to subscribers of the changes set forth in this agreement shall be given no later than June 1, 2014; be delivery in hand to currently employed subscribers, and by first class mail postage prepaid to retired subscribers.
- B. Town agrees for the duration of this agreement it will make no further changes to the health insurance plans it provides to its employees and retirees unless these changes are agreed to by the Town and all collective bargaining units. However, nothing in this Agreement shall prevent the Town from commencing

the procedures authorized by M.G.L. Chapter 32B, Sections 21-23, to implement further changes to the health insurance plans that would be effective after the duration of this agreement.

- C. It is agreed that the provisions of this agreement shall supersede any contrary provisions of any collective bargaining agreement.
- D. Please note that the Medex plan design differs from our original proposal as we have reached a separate agreement implementing the Employer Group Waiver Plan.

IV. Mitigation

The Town and the PEC have agreed to apply the 25% of the first year savings (\$72,913) to a premium holiday amounting to 1.34 weeks of employee contribution. The Town plans to issue checks to all enrollees in the Blue Care Elect and Network Blue plans as of October 15, 2014. These checks will be issued on or about December 31, 2014.

V. Waive Waiting Periods

The parties agree to waive any state or federal waiting periods in order to implement these plans effective July 1, 2014.

VI. Amendment of the Agreement

This agreement may be amended at any time by mutual agreement of all the parties. Such amendments shall not be binding upon any party unless it is in writing and signed by personnel authorized to bind each of the parties.

VII. Entire Agreement

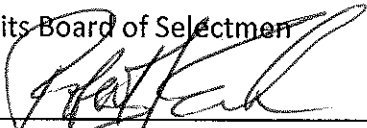
This agreement, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

VIII. Conformance

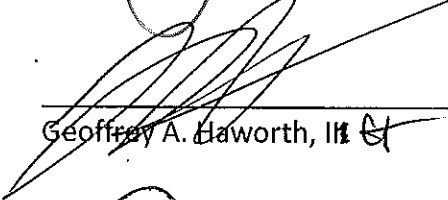
If any provision of this agreement violates any statute or rule of law of the Commonwealth of Massachusetts, the parties will meet for the purpose of modifying this agreement in order to eliminate the violation while maintaining the intent of the parties as much as possible. Until such modification is agreed upon, all other provisions will continue in full force and effect.

This MEMORANDUM OF AGREEMENT is executed by the persons signing below who warrant that they have the authority to execute this Memorandum of Agreement.

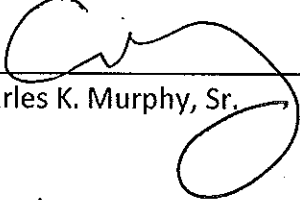
The Town of Fairhaven:
By its Board of Selectmen


Robert Espindola, Chairman

5-27-14
Date



Geoffrey A. Haworth, III

5/27/14
Date


Charles K. Murphy, Sr.

5/27/14
Date

For the Public Employees Committee:


Kimberly LeBlanc

School - Teachers

5-19-14
Date


Earl Faunce

Retirees

5/21/14
Date


Bill Farrell

BPW - Water

5/20/14
Date


Kelly Ferranti

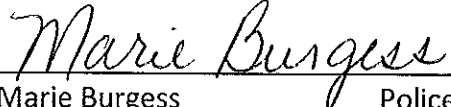
Clerical

5-19-14
Date


Jack Lewis

Custodians

5/21/14
Date


Marie Burgess

Police - Dispatchers

5-22-14
Date

Albert Martin

Albert Martin

BPW - Highway

5/20/14

Date

David Sobral

David Sobral

Police

5/20/14

Date

Denise Martins

Denise Martins

School - Clerical

5/21/14

Date

Doug Binard

Douglas Binard

BPW - Sewer

5/19/14

Date

Robert Lincoln

Robert Lincoln

Fire

5/19/14

Date

EXHIBIT I

FAIRHAVEN BENCHMARK HEALTH PLANS

		PROPOSED PLANS			
		NET BLUE NE BENCHMARK	Blue Care Elect BENCHMARK		MEDEX EGWP
		Plan Year**	Plan Year****	Plan Year***	
			In Network	Out of Network	
Calendar Year	Individual	\$250	\$250	\$400	NA
Deductible	Family	\$750	\$750	\$800	
Primary Care Office Visit		\$20	\$20	20% Co pay*	\$0 after \$35 annual deductible
Preventive Services		Covered in Full	Covered in Full	20% Co Pay*	Covered in Full
Specialist Office Visit	Tier 1 Tier 2 Tier 3	\$35	\$35	20% Co pay*	\$0 after \$35 annual deductible
Emergency Room		\$100	\$100*	\$100*	\$25
Hospital Admission	Tier 1 Tier 2 Tier 3	\$300 \$300* \$700*	\$300* \$700*	20% Co pay* 20% Co pay*	\$50 (one Per calendar quarter)
Ambulatory Outpatient Surgery		\$150	\$150*	20% Co pay*	Covered in Full
High Tech Imaging (MRI, CT, PET)	Tier 1 Tier 2 Tier 3	\$100 \$100* \$100*	\$100* \$100* \$100*	20% Co pay* 20% Co pay* 20% Co pay*	Covered in Full
Prescriptions					
Retail 30-day supply	Tier 1 Tier 2 Tier 3	\$10 \$25 \$50	\$10 \$25 \$50	Not Covered Not Covered Not Covered	\$10 \$20 \$35
Mail Order 90-day supply	Tier 1 Tier 2 Tier 3	\$20 \$50 \$110	\$20 \$50 \$110	Not Covered Not Covered Not Covered	\$20 \$40 \$70

*After Annual Deductible

Rogers-Oxford

Attachment C

RECEIVED

BOARD OF SELECTMEN
FAIRHAVEN MASS

2014 MAY 27 P 2:09

May 27, 2014

Board of Selectmen
Centre Sreet
Fairhaven, MA 02719

Re: Henry Huttleston Park and Playground

Dear Board of Selectmen:

I am writing as a citizen concerned about the condition of the Henry Huttleston Park and Playground at the former Rogers School.

I have spoken to the Board of Public Works and they have been very helpful in cutting the grass on three (3) sides of the building, emptying the trash and weed-whacking and last week they mowed the grass on the ball field and around the playground toys. However, the playground has not had mulch put down in two (2) years and there is a hole under one of the toys with a rock sticking out of the ground. The parents do try to keep the kids from playing on this particular toy for fear someone will fall and hit their head, however, they are not always successful.

I have been informed by the Board of Public Works that they are not going to put any mulch down and are only going to mow the grass once. That is not acceptable.


A few weeks ago, a father of one of the ball players blew the leaves to one side of the field so the kids could play ball. Those leaves are still there and need to be picked up.

Also, something needs to be done to keep the kids off of the property where the building stands. They have been seen on the roof of the addition. Is it possible to have a "No Trespassing" sign placed on the lawn and have a police patrol drive by more often?

I believe it is the town's responsibility to maintain all of the town's properties including this park and the former Rogers School building.

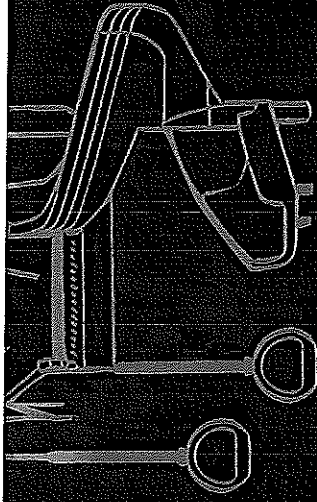
I am concerned that the Henry Huttleston Park and Playground and the former Rogers School property have been neglected.

Sincerely,


Beverly Rasmussen



HENRY HUTTLESTON ROGERS COMMUNITY PARK and PLAYGROUND



JUMPERS

Weymouth School PTO Friends, Family & Alumni
Matty Oliveira Fund
Peter DeFerra Excavating
Northeast Restoration/Northeast Maritime
Ronna Family: Nelson, Ronna, Adam & Alexandra

SLIDERS

Family Healthcare & Rehabilitation, PC
Cranberry Rose Foundation
The Richard Cardoza Family
In Memory of M/M John H. Stetson
and Dale A. Stetson, Jr
Century House
United Way of Greater New Bedford
Community Building Mini Grant Program

CLIMBERS

Perry, Hicks, Crotty & Deshaies L.L.P.
A. Walecka & Sons
The Hassett Family
Beverly, Mark & Karen (Flannery) Rasmussen
Family of Charles & Edith Mitchell
Fairhaven Firefighters & Police Officers
Fairhaven - Mattapoisett Kiwanis Club
The Family of James B. & Jean R. Buckley
C.J.J. Inc. McDonalds
O'Hara Mazda
Papa Johns Pizza
Pine Haven Investments
Leonard & Patty Johnson
Lepizzera & Laprocina
L & S Industries
All Pro Quick Lube
SouthernMass Credit Union

Special Thanks to: Community Preservation Committee and Board of Public Works

FRIENDS

Deborah Sistare, D.D.S.
Jane Madden
Ginny and Bill Vining
Fairhaven Lumber
Applebees
Fitzgerald Tree Service
Sea Witch
Walnut Grove Daycare
Tibbetts Engineering, Inc.

PARK COMMITTEE

Rick Brodeur, Kevin Cadieux, Marcia Caron
Angela Marie Dias, Joann Flanagan, Nelson Lima
Paula MacGregor, Bill Roth & Lisa Stoeckle

The families, whose cooperation and efforts
towards this endeavor were invaluable.

Playground by: Gametime



Commonwealth of Massachusetts
TOWN OF FAIRHAVEN
POLICE DEPARTMENT

Michael J. Myers
Chief Of Police

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

May 19, 2014

RECEIVED
2014 MAY 19 A 10:16
BOARD OF SELECTMEN
FAIRHAVEN MASS

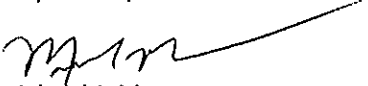
Board of Selectmen
Town Hall
40 Center Street
Fairhaven, Ma 02719

Gentlemen,

We have reviewed the request you received and forwarded, from the residents on North Street, requesting one sided parking on North Street from Main Street to Castle Ave. The Police Department does not feel that this request is warranted at this time. Our Safety Officer, Officer Cannon, has investigated this request and has submitted her findings to me that support this decision. Please see Officer Cannons report that is attached.

If the Board has any questions please feel free to contact me.

Respectfully submitted,


Michael J. Myers
Chief of Police

TO: Town of Fairhaven
Board of Selectmen

FROM: North Street Residents

DATE: April 23, 2014

RE: ONE SIDE PARKING ON NORTH STREET
(between Main Street & Castle Avenue)

RECEIVED

2014 APR 30 P 1:34

BOARD OF SELECTMEN
FAIRHAVEN MASS

We the undersigned residents of North Street, respectfully request that the parking situation on North Street be examined.

North Street allows for parking on both sides of the street.

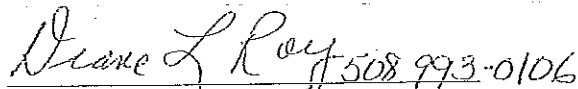
From December 1st – March 1st when the winter parking ban is in effect, we do not have the problem that we are now experiencing.

Since the parking ban has been lifted, we have experienced a problem with cars parking in front of 27 & 28 North Street. (These vehicles do not belong to the residents of 27 or 28 North Street). On numerous occasions Frades Disposal & Reliable School Bus have to either back down or up the street because these large vehicles cannot make it between the two cars that are technically blocking the street passage. God forbid that an emergency vehicle has to pass through.

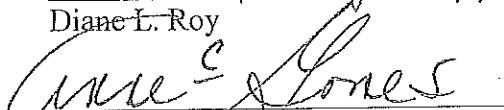
In light of the fact that the street is being reconstructed with new curbing, this situation could become more difficult.

We request that the Town come by and take a look to determine if this portion of North Street should become "one side" parking only.

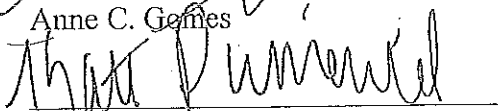
Thank you for your time and consideration.



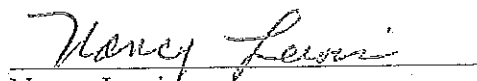
Diane L. Roy



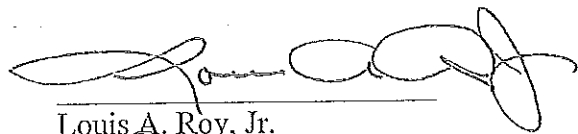
Anne C. Gomes



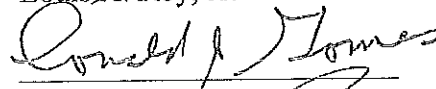
Katy Pimental




Nancy Lewis



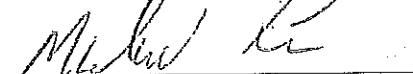
Louis A. Roy, Jr.



Donald Gomes



Erik Pimental



Michael Lewis

CC: BPW
Police Dept

ADDRESSES FOR THE NORTH STREET RESIDENTS:

Louis & Diane Roy
27 North Street
Fairhaven, MA 02719

Donald & Anne C. Gomes
31 North Street
Fairhaven, MA 02719

Erik & Kate Pimentel
28 North Street
Fairhaven, MA 02719

Michael & Nancy Lewis
219 Main Street
Fairhaven, MA 02719

May 13, 2014

To Whom It May Concern;

The width of North St. is approximately 22' wide. The average vehicle is 6' wide. School busses and fire apparatus are 8' wide. If vehicles were to park on both sides of the street, it would leave a ten foot lane to drive any vehicle down. It also should be noted that there is no curbing from Castle Ave. to 28 North St. giving a wider lane when vehicles park half on the grass and half on the street.

There is a "No Parking Here to Corner" sign located on the north side of the street 50' from Main St. which allows larger vehicles to make the turn onto North St. from Main St. Massachusetts state law requires vehicles to park twenty feet from a corner.

I also measured other streets in the area. Plymouth Ave. measured 23' and Massasoit Ave. was 24'. I have also looked through the police log for the last year and did not locate any calls for service in this area. There were no accidents reported, nor any motor vehicle complaints.

At this time, I do not see a need to make North St. from Main St. to Castle Ave. one-sided parking.

Respectfully submitted,



Officer Laurie A. Cannon/059
Safety Officer
Fairhaven Police Department