



# Fairhaven Board of Selectmen

## December 29, 2014 Meeting Minutes

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

Chairman Robert J. Espindola called the meeting to order in the Town Hall Banquet Room at 6:32 p.m. The meeting was telecast and video recorded by Government Access and audio recorded by Anne Kakley.

### MINUTES

- Mr. Haworth motioned to approve the minutes of the **December 15, 2014** meeting, **open** session. Mr. Murphy seconded. Vote was unanimous. (3-0).
- Mr. Haworth motioned to approve the minutes of the **December 15, 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 and events:

- Tuesday, **December 30**
  - 4:00 p.m. – Capital Planning Committee
- Wednesday, **December 31**
  - Town Hall closes at noon
- Thursday, **January 1** and **January 2**
  - Town Hall closed
- Tuesday, **January 6**
  - 2:00 p.m. – Economic Summit meeting
  - 4:00 p.m. – Personnel Board meeting
- Wednesday, **January 7**
  - 6:30 p.m. – Commission on Disability at COA
- Thursday, **January 8**
  - 9:00 a.m. – Northeast Maritime Institute – ribbon cutting

Also in his report, Mr. Osuch told the Board that representatives of the Seventh Day Adventists would be requesting a meeting with a representative of the Board of Selectmen to discuss the purchase of a Town-owned parcel abutting the Joseph Bates boyhood home.

## 2015 RENEWAL LISTING

The Board reviewed 2015 license renewals.

Mr. Haworth motioned to approve Liquor License renewals for:

- American Legion
- VFW
- Mike's Restaurant
- Seaport Inn
- Connolly's Liquor Mart
- The Pasta House
- Vila Verde
- Acushnet River Safe Boating Club
- Rasputin's Tavern
- Courtyard Restaurant
- Sweet Ginger Asian Cuisine and Bar
- The Fish House Restaurant
- Dorothy Cox Candies

Mr. Murphy seconded the motion. Vote was unanimous. (3-0).

Mr. Haworth motioned to approve Common Victualer license renewals for:

- Galaxy Pizza
- Jake's Diner
- Hungry Heroes
- Yia Yia's Pizza Café
- Subway Restaurant (42 Fairhaven Commons Way)
- Simmy's Restaurant

Mr. Murphy seconded the motion. Vote was unanimous. (3-0).

Mr. Haworth motioned to approve Car Dealer license renewals for:

- RRR Auto Sales, Inc
- Dussault Auto Sales

Mr. Murphy seconded the motion. Vote was unanimous. (3-0).

Mr. Haworth motioned to approve Car Repair license renewals for:

- Jet Wash Car Wash
- Dattco Sales and Service
- Ray's Fair Repair
- RRR Auto Sales, Inc.
- Spring Street Garage

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

Mr. Haworth motioned to approve an Entertainment license renewal for Carousel Skating Center. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to approve Lodging House license renewals for Delano Homestead Bed and Breakfast and Kopper Kettle Guest House. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to approve a Private Livery License renewal for Elite Transportation. Mr. Murphy seconded. Vote was unanimous. (3-0).

### **NSTAR EASEMENT – 1 TABOR STREET**

The Board reviewed an agreement with NSTAR for an underground easement at 1 Tabor Street for utilities. Mr. Haworth motioned to approve the agreement. Mr. Murphy seconded. Vote was unanimous. (3-0).

### **GOOD ENERGY AGGREGATION AGREEMENT**

The Board reviewed Town Counsel's changes to the Town's pending agreement with SRPEDD/Good Energy for energy aggregation. Mr. Haworth motioned to forward the document onto Ross Perry of SRPEDD for their review and comment. Mr. Murphy seconded. Vote was unanimous. (3-0).

### **124 ALDEN ROAD – AUCTION**

The Board reviewed a finalized contract from Justin Manning of JJ Manning Auctioneers. See Attachment A. After reviewing changes to the document, Mr. Haworth motioned to support forwarding the document to Mr. Manning for his signature and to authorize the Chairman to sign the document upon its return receipt. Mr. Murphy seconded. Vote was unanimous. (3-0).

### **ROGERS-OXFORD RFP**

Mr. Osuch updated the Board to the status of the RFP for the disposal of the Rogers and Oxford Elementary Schools. He said that an ad for the RFP was scheduled to appear in the January 14 publication of the Commonwealth's Central Register and that the buildings would be open on two dates each to accommodate potential developers with a walkthrough.

Mr. Haworth motioned to accept the RFP document and advertise with an RFP deadline of February 25, 2015. Mr. Murphy seconded. Vote was unanimous. (3-0).

### **HEALTH/DENTAL/LIFE INSURANCE POLICY PAYMENT**

Mr. Osuch advised the Board that the Selectmen's Office has had difficulty in obtaining premium payment from some enrollees to Town insurance programs. Some subscribers paying

for premiums “over the counter” instead of via payroll have become routinely late with payment. He presented to the Board a document prepared by the Selectmen’s Office. See Attachment B.

Mr. Haworth asked if the document had yet been reviewed by Town Counsel. Mr. Osuch said that it had not been reviewed. Mr. Espindola suggested taking a vote conditional upon the review by Town Counsel. Mr. Haworth motioned to approve the document, conditional upon review by Town Counsel. Mr. Murphy seconded. Vote was unanimous. (3-0). Pending review by Town Counsel, the document will be signed by the Selectmen at the next meeting.

### **LOBSTER BASIN CONTRACTS**

Citing familial relations to one of the lessees, Mr. Espindola recused himself from the meeting at 6:54 p.m. Vice Chairman Haworth presided over this portion of the meeting.

Shellfish Warden/Assistant Harbormaster Timothy Cox was present. Mr. Cox gave a brief overview to the lessees who would be returning to the lobster basin and had submitted payment.

Upon recommendation of Mr. Cox, Mr. Haworth motioned to approve the lobster basin contracts for John Moniz, Bruce Ingham, Arthur DeCosta, Robert Hobson, Aaron Cebula, Eric Moniz, Tom Tomkiewicz and George Silva, III. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Cox reported that David Crowley would not be returning to the lobster basin and Thomas Allaire had not yet submitted any payment or paperwork for the slip. Additionally, the estate of Randy Moniz had not yet furnished the Town with proof of insurance or the three-month lease payment that had been previously voted by the Board.

A contract was not yet renewed for Tim Powers, as he had not yet submitted full payment for the year.

Mr. Espindola returned to the meeting at 7:05 p.m.

### **A KITCHEN LIQUOR LICENSE HEARING**

At 7:05 p.m., Mr. Espindola opened a public hearing for a new Special Legislation Restaurant Beer and Wine license. A Kitchen owners Bi Ling and Jun Hui Zhang were present with attorney Peter Lim.

Mr. Espindola read the Public Hearing notice into record. See Attachment C.

The Board asked if anyone at A Kitchen was TIPS certified. The Zhangs said that they were not yet TIPS certified but that they were working on obtaining the certification. Mr. Osuch said that the license could not be effective until those certifications were obtained by all members of the staff of A Kitchen. Employees hired at a later date will also need to submit proof of TIPS certification to the Selectmen’s Office.

Mr. Espindola opened the meeting to public comment. There was none.

Mr. Haworth motioned to approve and hold the license until proof of TIPS certification is received by the Selectmen's Office, and valid, unexpired IDs are submitted. Mr. Murphy seconded. Vote was unanimous. (3-0).

### **ROGERS-OXFORD STUDY COMMITTEE**

The Board reviewed a letter of interest from Doug Brady, requesting appointment to the Rogers-Oxford Study Committee. Mr. Haworth motioned to appoint Mr. Brady to the Rogers-Oxford Study Committee. Mr. Murphy seconded. Vote was unanimous. (3-0).

### **OPEN SPACE – RECREATION UPDATE REVIEW COMMITTEE**

Upon recommendation of Town Planning Bill Roth, Mr. Haworth motioned to appoint Susan Spooner and Barbara Grota to the Open Space and Recreation Update Review Committee. Mr. Murphy seconded. Vote was unanimous. (3-0).

### **ANIMAL SHELTER DONATIONS**

Mr. Haworth motioned to accept \$579 in donations to the Animal Shelter Gift Account. Mr. Murphy seconded. Vote was unanimous. (3-0).

Discussion ensued on the use of donations submitted to the Animal Shelter. Mr. Espindola said that he had received feedback from the community that they did not like to see the donations used for the Animal Control Officer salary.

Patricia Estella was recognized by the Chairman. She said that there was concern regarding the use of donation funds for the Animal Control operational budget.

Alexandra Woodford was recognized by the Chairman. She said that when she makes donations to the Animal Shelter, she does not think that the money should be going to the salary line item.

Rhoda Snell was recognized by the Chairman. She asked if it was possible to earmark donations for certain uses. It was confirmed that while donations are not frequently earmarked, they can be.

Pam Robinson of "It's All About the Animals" non-profit organization, asked what percentage of the donations went directly to animal care. The answer was unknown at the time.

Mr. Espindola said that the meeting was not a budget meeting and that the only agenda item for discussion was in Executive Session for the hiring of an Animal Control Officer.

### **CLE CONTRACT**

The Board reviewed a contract with CLE for Union Wharf improvements. See Attachment D.

Mr. Haworth motioned to amend the CLE contract as outlined in Attachment D. Mr. Murphy seconded. Vote was unanimous. (3-0).

### **BUDGET PREPARATION – FY16**

Mr. Espindola said that he had forwarded some ideas to Mr. Osuch regarding budget preparation for FY16. He said that he thought the Board should consider a joint meeting with the Finance Committee to discuss the budget process.

Mr. Murphy said that they have not yet received the budgets from departments. He said that he would discuss the matter with the Economic Summit on January 6. The Board agreed to tentatively schedule the Finance Committee into a Selectmen's meeting on January 26.

### **SELECTMEN'S ANNUAL REPORT**

The Board reviewed a draft copy of the 2014 Annual Report from the Selectmen's Office. The Board will submit comments to Ms. Kakley and a revision will be considered for approval at the next meeting.

### **C-HAWK SURPLUS BOAT – TRANSFER**

The Board reviewed a memo from the Fire Department requesting the Selectmen declare surplus a 1998 C-Hawk Cabin Cruiser and 2008 Loadrite boat trailer. Mr. Haworth motioned to declare the two aforementioned items thusly. Mr. Murphy seconded. Vote was unanimous. (3-0).

The Board reviewed a memo from the Police Department requesting the transfer of the 1998 C-Hawk Cabin Cruiser and 2008 Loadrite boat trailer to the Police Department. Mr. Haworth motioned to authorize the transfer. Mr. Murphy seconded. Vote was unanimous. (3-0).

### **SOCIAL DAY POSITION**

The Board reviewed a memo from Council on Aging Director Anne Silvia requesting the expansion of an existing position within the grant-based Supportive Social Day program. See Attachment E. Ms. Silvia requested the position for an activity aid be 19 hours (part-time) with ten hours coming from the ARAW grant and nine hours from Social Day revenue. The current employee, Maggie Harrison, has been temporarily employed in this regard and Ms. Silvia recommended hiring her in this permanent, part-time position at a Level 2, Step 1, at \$11.32 an hour.

The Board felt satisfied in Ms. Silvia's presentation. Mr. Haworth motioned to approve the request to create the part-time position and further appoint Ms. Harrison to said position at a Level 2, Step 1. Mr. Murphy seconded. Vote was unanimous. (3-0).

### **ANIMAL CONTROL OFFICER**

Before convening into Executive Session, Mr. Espindola said that he wanted to clear up some misconceptions that were being promulgated on social media. He said that there had been a statement that former Animal Control Officer Terence Cripps had been asked to resign. Mr. Espindola refuted this claim, saying that no vote was taken by the Board to release Mr. Cripps and that his resignation came from his own decision. Mr. Espindola added that there was a rumor that the Board discussed a euthanasia policy in Executive Session which was also not true, he said. He added that the Board had met with Mr. Cripps in Executive Session to discuss his time sheets and work performance, namely ways that the Board could support Mr. Cripps from becoming overburdened and overwhelmed.

Mr. Murphy agreed, adding that the discussion was to keep the ACO from having to work round the clock. One of the ideas, presented by Mr. Cripps, said Mr. Murphy, was the creation of an Assistant ACO that would be paid for out of the Animal Shelter Gift Account.

Ms. Estrella was again recognized by the Chairman. She asked if there was any kind of comp or “flex” time available to the position.

Mr. Espindola answered that the position was posted for a specific shift and that the Board did not want anyone getting an unfair advantage over other workers by creating his own shifts to suit his needs.

At this point in the meeting, some of the attending public became unruly and the discussion was ended by the Chairman.

## **OTHER BUSINESS**

Under Other Business:

- The Board wished the public a Happy New Year
- Mr. Espindola congratulated Amy Hartley-Mattison and Allen Days for being named the Standard-Times Woman and Man of the Year for 2014
- Mr. Murphy noted that the recent Home Rule petition to increase the Town’s aquaculture fee structure had been signed into law.
- Mr. Espindola noted that the Northeast Maritime ribbon cutting would take place on January 8, 2015. The Board will be in attendance.
- The Board wished everyone luck at the January 1, 2015 Polar Plunge, and said that they would take the plunge too, along with Mr. Osuch.

At 8:10 p.m., Mr. Haworth motioned to enter Executive Session, pursuant to MGL 30A § 21:

- Animal Control vacancy

Mr. Murphy seconded the motion to enter Executive Session for the aforementioned reason, to reconvene into open session afterward. Vote was unanimous. (3-0). Roll call vote: Mr. Haworth in favor. Mr. Murphy in favor. Mr. Espindola in favor.

The Board returned from Executive Session at 8:50 p.m. Kelly Massey was present.

Mr. Haworth said that Ms. Massey has been Acting Animal Control Officer for the Town of Fairhaven before, and that he was confident that she would be an excellent choice for Acting ACO again. Mr. Haworth motioned to appoint Ms. Massey to Acting Animal Control Officer effective January 4, 2015 and set her pay to Level 9, Step 1. Mr. Murphy seconded. Vote was unanimous. (3-0).

At 8:56 p.m., Mr. Haworth motioned to enter Executive Session, pursuant to MGL 30A § 21:

- Police settlement

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. Haworth in favor. Mr. Murphy in favor. Mr. Espindola in favor.

Respectfully,

Anne Kakley  
Administrative Assistant  
Minutes approved 01/12/2014



**ABSOLUTE AUCTION LISTING AGREEMENT**

AGREEMENT made \_\_\_\_\_ 2014 between,

JEROME J. MANNING & CO., INC., a Massachusetts Corporation with a principal place of business 179 Old King's Highway, Yarmouth Port, MA (hereinafter called "JJManning Auctioneers"), and

**THE TOWN OF FAIRHAVEN, MASSACHUSETTS**, acting through its duly appointed Custodian, \_\_\_\_\_, (hereinafter called "Seller"), and

WHEREAS, Seller is the owner of certain real properties with any buildings thereon located at:

**124 ALDEN ROAD, FAIRHAVEN, MA (F/K/A "STAFFON GREENHOUSE")**

hereinafter called the "Property"; and

WHEREAS, JJManning Auctioneers are engaged in the business of selling real property; and

WHEREAS, Seller desires to engage the services of JJManning Auctioneers to sell the Property at auction pursuant to the terms of G.L. c. 60 §77B; and

WHEREAS, Seller has determined that an offer above a minimum opening bid of \$\_\_\_\_\_ sufficiently approximates the fair value of the property for the purposes of G.L. c. 60 §77B; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, JJManning Auctioneers and Seller agree as follows:

1. Seller agrees to employ JJManning Auctioneers to conduct a Sale at Public Auction of the Property on or about \_\_\_\_\_, 2015.
2. Seller acknowledges that the Property shall be sold, at the auction, absolute to the highest bidder regardless of price, above a minimum opening bid of \$\_\_\_\_\_.
3. Seller agrees that neither Seller nor any agent of Seller shall bid for the Property on behalf of Seller or any entity in which Seller has any interest.
4. JJManning Auctioneers agree that its auction advertising shall include, but not be limited to, newspaper advertising, internet listing, direct mail, e-mail, press releases and signage on

the Property and JJManning Auctioneers further agree to use their best efforts in accordance with the practice and standards within the Auction profession in conducting said Auction Sale.

5. JJManning Auctioneers will require from the successful bidder, a non-refundable deposit of Ten Percent (10%) of the Total Sale Price. The deposit shall be held in escrow by JJManning Auctioneers until such time as title passes to the successful bidder and the purchase price is paid, or until otherwise instructed by the Seller.

6. Seller agrees to cooperate fully with JJManning Auctioneers in the conduct of said auction sale and to execute any and all instruments and documents necessary to affect the intent of this Agreement.

7. Seller agrees that JJManning Auctioneers shall retain the copyrights to all marketing materials used in the promotion of the auction.

10. For their services, JJManning Auctioneers shall be paid six percent of the purchase price, plus advertising, not to exceed \$ \_\_\_\_\_, at closing. In no case shall the total amount paid to JJManning Auctioneers for its fee and auction advertising expenses exceed **\$35,000.00.**

11. Seller agrees that if the Property is sold prior to the Auction for any price, Seller will pay to JJManning Auctioneers a commission of Six Percent (6%) of the Sale Price, plus advertising. For purposes of this Section, a sale shall include an exchange, lease with option, or lease having a term (including renewals) of ten years or longer, and the sale price shall include all debts assumed or to which the Property is sold subject to, all option fees, and the sum of all lease payments over the term of any lease, including all renewals. Seller agrees that if the successful bidder fails to complete the transaction and the original deposit is retained as liquidated damages, said deposit will be divided equally by JJManning Auctioneers and Seller, after advertising reimbursements.

12. Seller represents that since Seller has acquired title to the Property, Seller has not in any way, to Seller's knowledge, encumbered the Property to any extent which would prevent Seller from conveying clear, record and marketable title to the Property.

13. JJManning Auctioneers will make no warranties as to condition of the property or its title, or any other warranties relating to the Property, either express or implied, nor will it be required to purchase or maintain any insurance on the Property.

14. Seller by execution of this agreement, grants to JJManning Auctioneers the exclusive right

to offer the Property for sale at or above the bid price until twelve o'clock midnight on the 14th day following the date of scheduled closing.

16. Any and all prior contracts between Seller and any real estate Broker are subordinate to this agreement between JJManning Auctioneers and Seller.

17. If, without reasonable or just cause, Seller refuses to execute a Purchase and Sale Agreement with the highest bidder, or refuses to deliver a deed, or refuses to comply with Seller's obligations pursuant to this Agreement, said action or refusal shall constitute a default of Seller's obligations pursuant to this Agreement, for which default Seller shall be liable to JJManning Auctioneers for its commission, all advertising expenses, and/or other damages incurred by JJManning Auctioneers.

18. This Agreement is to be construed as a Massachusetts contract, may be amended only by written instrument, and shall be binding upon the parties hereto, their heirs, successors and assigns.

EXECUTED AS A SEALED INSTRUMENT on the day  
and date first written above.

Jerome J. Manning & Co., Inc.                      Town of Fairhaven,  
Seller

Justin J.  
Manning, Pres.

**By:**



**Town of Fairhaven  
Massachusetts  
Office of the Selectmen**

40 Center Street  
Fairhaven, MA 02719

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

**Robert Espindola, Chairman  
Geoffrey Haworth  
Charles K. Murphy**

**HEALTH/DENTAL/LIFE INSURANCE PREMIUM PAYMENT POLICY**

Date revised: December 2014

Pertains to: All current and retired employees and elected officials paying for their health/dental/life insurance “over the counter” at the Selectmen’s Office.

All participants on the Town’s Blue Cross/Blue Shield health and dental plans who do not have payroll deductions to pay for their share of the monthly health, dental, and life insurance premium costs must submit payment to the Selectmen’s Office prior to the first of the month for coverage in the following month. For example:

<b><u>Premium due by:</u></b>	<b><u>For coverage month:</u></b>
January 1	February
February 1	March
March 1	April
April 1	May
May 1	June
June 1	July
July 1	August
August 1	September
September 1	October
October 1	November
November 1	December
December 1	January

Anyone who fails to pay his/her monthly premium by the first of the month will receive a written notice within one week of non-payment. Within five days of receiving said notice (or seven days from the due date), if no payment is received, the participant will receive a second and final registered mail notice. If no payment is received within five days of the second notice, the participant will be dropped from the plan.

Any person who receives two written notices for failure to pay the monthly premium on time will be terminated from the Town’s Blue Cross/Blue Shield health plan upon the third offense within a 12 month period.

Once a participant has been terminated/dropped from the Town’s health plan, they will not be eligible for re-enrollment until the next open enrollment period. Registered mail notice charge will be owed by the participant and will be added to their bill.

This policy was accepted by vote of the Board of Selectmen on December 29, 2014:

---

Robert Espindola, Chairman

---

Geoffrey A. Haworth, II

---

Charles K. Murphy, Sr.

I received a copy of this policy and agree to adhere to the same:

---

## Attachment C

### TOWN OF FAIRHAVEN

Notice is hereby given under Chapter 138 of the Massachusetts General Laws that Zhang Brothers, Inc., d/b/a "A Kitchen Restaurant", 142 Huttleston Avenue, Fairhaven, MA, Bi Ling Zhang, Manager, has applied for a New Restaurant/Beer & Wine License. Through Special Legislation, the Licensing Authority of the Town of Fairhaven may grant an additional license for the sale of wine and malt beverages to be drunk on the premises under Section 12 of said Chapter 138.

The Licensing Authority shall not approve the transfer of the license to any other location, but it may grant the license to a new applicant at the same location if the applicant files with the Licensing Authority a letter from the Department of Revenue indicating that the license is in good standing with the department and that all applicable taxes have been paid.

The described premise consists of a first floor, consisting of 2,000 Square Feet of space. Said space contains a dining room, a kitchen area and restrooms.

A hearing will be held at a Selectmen's Meeting, Fairhaven Town Hall, 40 Center Street, Fairhaven, MA on Monday, December 29, 2014 at 7:00 PM.

### BOARD OF SELECTMEN

Robert J. Espindola, Chairman  
Geoffrey A. Haworth, II  
Charles K. Murphy, Sr.

To: Bill Roth, Town of Fairhaven

From: Susan Nilson, P.E.

Cc: John DeRuggeris, P.E.

Date: December 23, 2014

Union Wharf Improvements, CLE Project #09140.100

Work Order Request #2

Ref: Agreement dated February 24, 2010



---

Based on the bids recently received for the Union Wharf Improvements Project, CLE understands that full funding is not available to proceed with the current project scope. CLE recognizes the importance of maintaining and improving this Town waterfront infrastructure and as such, we evaluated several scenarios to reduce the cost for Phase 1 to within the available budget without increasing the total cost for the entire project.

As a follow up to our discussions with you and Mike Driscoll, DCR, regarding the scope for the above referenced project, I am submitting this work order request for authorization from the Town of Fairhaven to proceed with additional services for the Union Wharf Improvements project. Specifically, CLE proposes to perform additional design calculations, modify the plans and specifications, provide bid procurement services for the revised scope of work for Phase 1.

Figure 1 depicts the proposed revised scope of work for Phases 1 and 2. The revised scope of work for Phase 1 generally includes the eastern bulkhead, eastern timber landing, flowable fill or landward of the southern wall, and a portion of the western bulkhead (see Figure 1). Phase 2 will include the remainder of the western face, southern and northern walls, as well as the western timber platform to create a flush western face.

**Summary of Modifications to Phased Approach for Construction:**

**Phase 1:**

- ✓ Steel sheetpile bulkhead for east and west face of Union Wharf (see attached conceptual sketch plan). Include flowable fill and/or geotextile fabric and fill on landward side of south face to minimize erosion/sink holes in that area.

**Phase 2:**

- ✓ Steel sheetpile bulkhead for north and south face of Union Wharf and remainder of west face

**Phase 3:**

- ✓ No change: remaining sheetpile on north face, pile supported platform, floating docks

CLE developed a conceptual cost estimate for the revised Phase 1 scope of work that incorporates recent pricing submitted by contractors. We cannot guarantee bid results; however, our initial cost assessment indicates that it is likely that the low bid for this scope will be within the Town's budget. As discussed with you and Mike Driscoll, DCR, we will also extend the completion date for construction to July or August in an effort to increase bidder interest and availability.



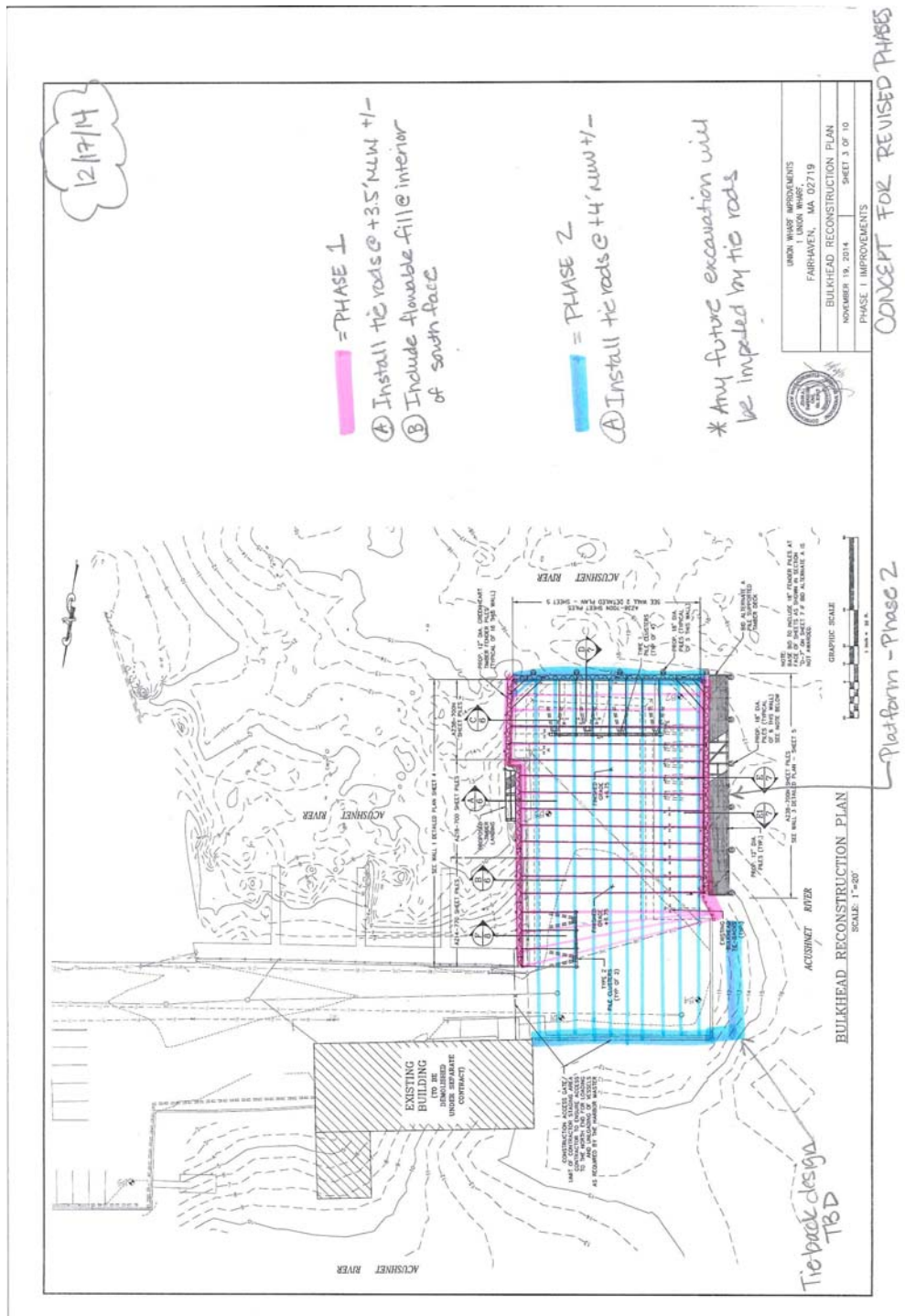


Figure 1: Concept Plan for Revised Phases

**Task 11: Additional Design, Plan and Specifications, and Contractor Procurement**

In order to proceed with the revised design and scope of work, CLE proposes to perform additional calculations and design modifications to accommodate the revised Phase 1 scope of work. Specifically, CLE will design the tieback rod/anchor system between the eastern and western faces of bulkhead, eliminate the deadman/pile clusters where feasible, remove the western timber landing, remove the southern face of bulkhead and incorporate flowable fill as a short term approach to address sink holes and erosion in this area of the wharf, and revise the electrical scope of work and design.

The electrical scope of additional work was defined during discussions between CLE, Woolson Engineering, and Mr. Darmofal, Town of Fairhaven Habormaster, on site on Friday, December 22<sup>nd</sup>. Attached please find Woolson Engineering’s proposal for these services, which CLE will subcontract for upon approval from the Town.

CLE will revise the contract specifications and plans to reflect the changes in scope of work and incorporate a new bid and construction schedule. CLE will develop a revised cost estimate for the final design that incorporates recent pricing submitted by contractors. CLE will request updated prevailing wage rates, prepare a public bid notice for publication by the Town, and submit the bid notice to the Central Register.

CLE will be the point of contact for contractors to request contract documents. We will maintain the plan holders list, compile bidder questions, conduct a pre-bid meeting on site, issue response to plan holder questions and addendum as required. CLE will attend the bid opening, review bids received, compile a canvass of bids, as well as a letter of recommendation if requested.

CLE’s budget and man hour breakdown for the proposed services is as follows:

<b>Revise Phase 1 Design Scope of Work</b>	<b>Manhours</b>	<b>Rate</b>	<b>Total</b>
Update drawings for revised Phase 1 scope	24	\$95.00	\$2,280
PE design calculations and review of plans	8	\$150.00	\$1,200
Update specifications	8	\$95.00	\$760
PE review of specifications	4	\$150.00	\$600
Electrical Coordination	5	\$95.00	\$475
Prepare revised bid documents	2	\$95.00	\$190
Pre Bid Meeting	2	\$150.00	\$300
Response to Plan Holder Questions	2	\$95.00	\$190
Response to Plan Holder Questions	1	\$150.00	\$150
Issue Addendum	2	\$95.00	\$190
Review bids/ summarize, letter of recommend	2	\$150.00	\$300
Administer contract document requests, maintain plan holder list	8	\$70.00	\$560
<b>Totals:</b>	<b>68</b>		<b>\$7,195</b>

**Task 12: Electrical Engineering Services:**

Woolson Engineering will provide electrical engineering services for the following:

1. Design of underground power to be brought out from existing Utility Pole 3 352/3 to the location on the East side of the wharf at the existing light pole and existing electric service panels.
2. The 2 existing electrical service panels will be replaced with 3 new service panels, in stainless steel enclosures. All three panels will be enclosed in an enclosure along with their own electric utility service meters. The panels will be fed from a new 600 amp, 3 phase distribution center to be located about 20' South of Pole # 352/3.
3. There will be two new underground pull boxes on the East side of the wharf and two new pull boxes on the West side of the wharf connected by underground conduits.
4. The 2 existing light poles, each located with one on the East and one on the West side of the wharf, will be refed underground from the new distribution center via the new pull boxes and conduit system.
5. Empty conduits will be installed throughout the underground pull box system for future lighting and power requirements.
6. Preparation of Electrical system specifications describing the scope of work and construction documents for the required Electrical systems.
7. Provide a cost estimate for the electrical portion of the project.

**Proposed Fee: \$2,500 Woolson Engineering  
(does not include Construction Administration Services)**

*See attached proposal from Woolson Engineering, which is incorporated fully into this Work Order Request.*

If the above tasks are subject to the terms and conditions of the project agreement executed on February 24, 2010. If acceptable kindly authorize these additional tasks by signing this Work Order Request below and returning to our office.

We look forward to your response and ask that if you have any questions or would like to discuss any of these items further, please feel free to give me a call. We look forward to moving ahead and completing this project.

\_\_\_\_\_  
Approved

\_\_\_\_\_  
Date

## **WOOLSON ENGINEERING**

ELECTRICAL CONSULTANT

65 ROCHESTER ROAD CARVER, MA. 02330

PHONE (508) 866-0030

December 22, 2014

Ms. Susan Nilson, P.E.  
CLE Engineering, Inc.  
15 Creek Road  
Marion, MA 02738

Re: Union Wharf Remediation  
Phase 1 Redesign  
Fairhaven, MA.

Dear Ms. Nilson:

Enclosed please find our proposal to provide the electrical Construction Documents and associated services for the project noted herein.

### **Scope of Work**

As we understand it the project consists of the reconstruction of the Union Wharf as described in the sketches provided by David Darmofal, Fairhaven Harbormaster.

The project will be awarded utilizing engineered construction documents designed on Auto CADD 2000.

It is our understanding that we will be providing new Electrical power and reconnection to the existing lighting systems for the area at the west end of the existing wharf.

The project will be designed based on drawings provided by CLE Engineering, Inc.

### **Scope of Services – Construction Documents**

Our services for the above scope of work will consist of the following:

1. Design of underground power to be brought out from existing Utility Pole 3 352/3 to the location on the East side of the wharf at the existing light pole and existing electric service panels.
2. The 2 existing electrical service panels will be replaced with 3 new service panels, in stainless steel enclosures. All three panels will be enclosed in a fiberglass enclosure along with their own electric utility service meters. The panels will be fed

from a new 600 amp, 3 phase distribution center to be located about 20' South of Pole # 352/3.

3. There will be two new underground pull boxes on the East side of the wharf and two new pull boxes on the West side of the wharf connected by underground conduits.
4. The 2 existing light poles, each located with one on the East and one on the West side of the wharf, will be refed underground from the new distribution center via the new pull boxes and conduit system.
5. Empty conduits will be installed throughout the underground pull box system for future lighting and power requirements.
6. Preparation of Electrical system specifications describing the scope of work and construction documents for the required Electrical systems.
7. Provide a cost estimate for the electrical portion of the project.

**Fee Proposal – Construction Documents**

Our fee for these professional services as described above shall be a stipulated sum of

**TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**

---

**Scope of Services – Construction Administration**

1. As per previous Phase 1 Contract.

**Work not Included**

1. As per previous Phase 1 Contract.

Reimbursement of specific expenses will be billed in addition to the fee arrangement above and in accordance with the attached "Statement of Terms and Conditions".

We look forward to serving you.

Sincerely,

Robert Woolson, P.E.

Accepted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

RW  
Enclosure

**UNION WHARF  
FAIRHAVEN, MA**

**STATEMENT OF TERMS AND CONDITIONS**

**For Services of Professional and Technical Personnel**

1. As per previous Phase 1 Contract.

**Reimbursement of Specific Expenses**

1. As per previous Phase 1 Contract.

**Extra Services**

1. As per previous Phase 1 Contract.

**Payment Schedule**

1. As per previous Phase 1 Contract.

## Attachment E

December 23, 2014

Dear Selectmen,

The Supportive Social Day Program is in need of an activity aid nineteen hours per week. Ten hours will come from the ARAW grant and nine hours will come from Social Day revenue. Maggie Harrison has temporarily been employed as an activity aid nine hours per week at a level A step one which is \$9.30 per hour which was funded through the ARAW grant. I would like to hire her for the part time position at a level 2, step 1, at \$11.32 which is where the social day activity aids position starts. Maggie is a wonderful team member and provides exceptional support to the program.

Respectfully submitted,

Anne Silvia, Director

Fairhaven Council on Aging