



**Fairhaven Board of Selectmen
Meeting Minutes
December 7, 2020**

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FAIRHAVEN,
MASS.

Present: Chairman Daniel Freitas Vice-Chairman Robert Espindola, Selectman Keith Silvia, Town Administrator Mark Rees, and Cable Access Director Derek Frates

Present via Zoom: Town Counsel Tom Crotty, Finance Director Wendy Graves, Board of Assessor's, Housing Director Krisanne Sheedy, members of the Housing Authority, Town Administrative Assistant Vicki Oliveira, Cable Production Coordinator Eric Sa, and members of the public.

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

Chairman Freitas opened the meeting at 6:34 pm in the Town Hall Banquet Room and read the following statement:

"This Open Meeting of the Fairhaven Board of Selectmen is being conducted remotely consistent with Governor Baker's Executive Order of March 12, 2020, due to the current State of Emergency in the Commonwealth due to the outbreak of the "COVID-19 Virus."

In order to mitigate the transmission of the COVID-19 Virus, we have been advised and directed by the Commonwealth to suspend public gatherings, and as such, the Governor's Order suspends the requirement of the Open Meeting Law to have all meetings in a publicly accessible physical location. Further, all members of public bodies are allowed and encouraged to participate remotely.

The Order, which you can find posted with agenda materials for this meeting allows public bodies to meet entirely remotely so long as reasonable public access is afforded so that the public can follow along with the deliberations of the meeting.

Ensuring public access does not ensure public participation unless such participation is required by law. This meeting will allow public comment related to the posted agenda items only. For this meeting, Fairhaven Board of Selectmen is convening by telephone conference/video conference via Zoom App as posted on the Town's Website identifying how the public may join.

MINUTES

Mr. Espindola made a motion to approve the minutes of November 2, 2020 – Open Session. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of November 2, 2020 – Executive Session. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of November 16, 2020 – Open Session. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of November 19, 2020 – Open Session-added meeting as amended. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of November 19, 2020 – Executive Session-added meeting. Mr. Silvia seconded. Vote was unanimous. (3-0)

TOWN ADMINISTRATOR'S REPORT

Mr. Rees told the Board that furloughed Council on Aging Social Day Director Susan Roderiques has been brought back as the Town Benefits Coordinator. Mrs. Roderiques comes with several years' experience with Blue Cross and Blue Shield and has worked for the Town of Fairhaven for many years.

Maria J. (MJ) Carvalho has been recently hired as the Recording Secretary for the Zoning Board of Appeals. Ms. Carvalho has a degree in paralegal.

Mr. Rees recently met with Architect Stephen Kelleher, Sue Loo, Tim Cox and Kevin Fournier to discuss the mothballing of Rogers School. There will also need to be some minor repairs to the building including the roof, the boiler and some masonry repairs.

Mr. Rees updated the deadline for the Rogers School Request for Proposal (RFP) to January 11, 2021.

Mr. Rees recently signed an agreement with the Seaport Inn for the town to perform soil testing at the old Drive-In property.

COMMITTEE LIAISON REPORT

Mr. Silvia said he had a library meeting recently. He was unable to attend the Cable Advisory because it fell on the same night and time.

Mr. Espindola said he met with SRPEDD, where they are working with Planning Director Paul Foley on the Complete Streets program. SRPEDD is in the process of placing a bike rack at the Market Basket in New Bedford, just over the town border.

Mr. Espindola met with the Marine Resources Committee where they discussed Union Wharf and obtained the advice of Town Counsel. The Marine Resources Committee has one more edit they would like to make to the Waterways Rules and Regulations draft before presenting the document to the Board of Selectmen for approval.

Mr. Espindola met with the Economic Development Committee and will meet next week with the Broadband Study Committee

Appointment of Acting Fire Chief

Fairhaven Fire Chief Tim Francis and Fairhaven Deputy Chief Todd Correia met via Zoom with the Board. Chief Francis stated that his upcoming retirement date is on January 8, 2021. Because of the COVID pandemic there is a delay in the civil service exam and the established Fire Chiefs list to hire a permanent candidate from. Chief Francis is recommending Deputy Correia as the provisional Fire Chief until a list is established. Mr. Rees made this recommendation to the Board to appoint Deputy Fire Chief Todd Correia as the provisional Fire Chief.

Mr. Espindola made a motion to approve the appointment by the Town Administrator of Deputy Chief Todd Correia as the provisional Fire Chief. Mr. Silvia seconded. Vote was unanimous. (3-0)

PILOT Agreement- 46 Charity Stevens Lane

Town Counsel Tom Crotty told the Board there were some minor technical changes to the contract for the Payment in lieu of taxes (PILOT) for 46 Charity Stevens Lane. Attorney Crotty explained that one issue is the language is that the tax compliance has changed to include child support requirements. The second issue is to account for a small overlapping gap in the payments over the 20 year period. (Attachment A)

Mr. Espindola made a motion to approve the PILOT agreement for 46 Charity Stevens Lane as presented, subject to the 2 technical changes noted by Attorney Crotty. Mr. Silvia seconded. Vote was unanimous. (3-0)

Volunteer/Committee Handbook updated

Mr. Rees told the Board the Boards and Committees Handbook has been updated recently. Mr. Espindola made a motion to approve the updated volunteer handbook and to distribute to all impacted volunteers. Mr. Silvia seconded. Vote was unanimous. (3-0)

Adjustment of Wage and Classification Schedule, due to Minimum Wage increase

Mr. Rees explained that there will be an increase in minimum wage on January 1, 2021. This will mean an adjustment to the wage and classification schedule for Grades 1 step 6 and Grade 2 step 7.

Mr. Espindola made a motion to adjust the wage and classification schedule due to the minimum wage increase. Mr. Silvia seconded. Vote was unanimous. (3-0)

Tax Rate Classification Hearing

At 7:02 p.m. Chairman Freitas opened the public hearing for the Tax Classification by reading the public hearing notice. Via Zoom, members of the Board of Assessors, Chairperson Ronnie Manzone, Pam Davis, Ellis Withington, Assistant Assessor Delfino Garcia and Finance Director Wendy Graves met with the Selectmen as required by law to vote on the minimum residential factor, residential exemption and the small business exemption.

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

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

Mr. Espindola made a motion to have a split tax rate with a minimum residential factor of .876905 Mr. Silvia seconded. Vote was unanimous. (3-0).

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

Joint meeting with Fairhaven Housing Authority to appoint member to vacant seats

The Board of Selectmen and the members of the Fairhaven Housing Authority Carol Alfonso and Jean Rousseau, via Zoom, met to interview candidates for two vacancies on the Fairhaven Housing Authority. The Boards asked candidates Ronnie Manzone, Marc Scanlon and Eleanor Chew questions about themselves and their willingness to serve on the committee and run for position in the next town election. Both seats will be filled until the next town election in April 2021.

Mr. Rousseau nominated Ronnie Manzone to fill the vacant seat that will expire in 2022. Ms. Alfonso seconded the nomination.

Roll Call vote: Mr. Rousseau for Ms. Manzone, Ms. Alfonso for Ms. Manzone, Mr. Espindola for Ms. Manzone, Mr. Silvia for Ms. Manzone, Mr. Freitas for Ms. Manzone.

Mr. Rousseau nominated Marc Scanlon to fill the vacant seat that will expire in 2026. Ms. Alfonso seconded the nomination.

Roll Call vote: Mr. Rousseau for Mr. Scanlon, Ms. Alfonso for Mr. Scanlon, Mr. Espindola for Mr. Scanlon, Mr. Silvia for Mr. Scanlon, Mr. Freitas for Mr. Scanlon,

Workplace Climate Assessment

HR Key Solutions consultant Mary Beth Bernard met via Zoom to discuss the findings of the recent workplace climate assessment that was conducted at Town Hall. Her findings were such that there is a strong foundation with the employees and she felt everyone was open and engaging to the study. Ms. Bernard found that communication and recognition were key points with the employees. The Board all felt this study was helpful and will use this as a tool to make improvements to the workforce at Town Hall. (Attachment B)

One Selectman Representative needed for the Community Preservation Committee (CPC)

Mr. Rees updated the Board regarding a recent vacancy on the CPC. Board members would like to advertise to the public to see if there is any interest for a resident to join the committee. The deadline to apply will be Thursday, January 7, 2021.

Resignation of Nicholas Sylvia from Conservation Commission

Mr. Espindola made a motion to accept the resignation of Nicholas Sylvia from the Conservation Commission and to thank him for his service. Mr. Silvia seconded. Vote was unanimous. (3-0)

Deadline for submission of Town Report Cover photos

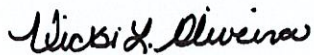
The deadline for submission of the 2020 Town Report cover photo has been set for January 7, 2021.

At 8:11 pm Mr. Espindola made a motion to adjourn to executive session and not to reconvene to open session to discuss Strategy with Respect to Litigation: MGL Chapter 30A, Section 21(a)3:

1. West Island Realty (Petition for Certificate of Title-Ristuccia Tax Taking)
2. Anne O'Brien—MCAD complaint

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

Respectfully submitted,



Vicki L. Oliveira
Administrative Assistant
(Approved 12/21/2020)

Attachments:

- A. PILOT agreement – 46 Charity Stevens Lane
- B. Workplace Climate Assessment

AGREEMENT

FOR PAYMENT IN LIEU OF TAXES FOR PERSONAL PROPERTY

between

Fairhaven MA 4, LLC

and

Town of Fairhaven, MA

dated as of _____, 2020

DRAFT

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES (this "Agreement") is made and entered into as of this ____ day of _____, 2020 (the "Effective Date") by and between Fairhaven MA 4, LLC, a Colorado limited liability company, with a principal place of business at 100 Summit Lake Drive, Suite 210, Valhalla, NY 10595 ("Developer") and the TOWN OF FAIRHAVEN, a municipal corporation duly established by law and located in Bristol County, Commonwealth of Massachusetts and unless otherwise expressly stated, acting in all instances, by and through its Board of Selectmen (the "Town"). Developer and the Town are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer plans to build, own and operate a solar photovoltaic energy system (the "Project") with an expected nameplate capacity (the "Anticipated Nameplate Capacity") of approximately 2.000 megawatts ("MW") alternating current ("AC") on approximately 10 acres of land leased to Developer located at 46 Charity Stevens Lane, Fairhaven, Massachusetts, more particularly described in the attached Exhibit A (the "Property") under the terms of a lease, dated April 22, 2019, by and between the owner of the Property, as landlord, and Developer, as tenant (the "Lease");

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town in lieu of personal property taxes on the Project, in accordance with M.G.L. c. 59, § 38H(b) (Acts of 1997 Chapter 164, Section 71(b), as amended) and the Massachusetts Department of Revenue regulations adopted in connection therewith;

WHEREAS, because both Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable personal property incorporated within the Project for the term of the Agreement;

WHEREAS, the Parties intend that, during the term of the Agreement, this Agreement will provide for the exclusive payments in lieu of all personal property taxes that Developer (or any successor owner of the Project) will be obligated to make to the Town with respect to the Project, provided, however, that the Parties do not intend for this Agreement to affect any direct payments for services provided by the Town to the Project, including but not limited to, permit fees, consultant services associated with any permit applications, water and sewer services, and similar payment obligations not in the nature of property taxes that Developer is otherwise obligated to pay the Town;

WHEREAS, the Town is authorized to enter into this Agreement with Developer; and

WHEREAS, the Parties recognize that the taxes that would otherwise be due under M.G.L. c. 59 based upon the full and fair cash valuation of the Project would result in a tax burden which would be highest at the inception of the Project and would decline over the life of the Project and that, in light of their agreement to a schedule of fixed annual payments in lieu of personal property tax, (i) at the end of the term of the Agreement, the sum of such fixed annual payments will equal such aggregate tax burden and (ii) there will be a stipulated accruing tax burden amount as set forth in Exhibit B (the "Accrued Tax Burden") which may be payable in certain circumstances as set forth below, and;

WHEREAS, the Parties have reached this Agreement after good faith negotiations:

NOW THEREFORE, in exchange for the mutual commitments set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Payments in Lieu of Taxes. Developer agrees to make annual payments to the Town in lieu of all personal property taxes that would otherwise be assessed against the Project (the "Annual Payments") for a period of twenty (20) consecutive fiscal tax years, commencing with the first fiscal tax year following the Commercial Operations Date (as defined below) at a rate of \$16,586 per MW AC of the nameplate capacity of the Project per annum. Exhibit B sets forth the anticipated Annual Payments to be made hereunder based on the Anticipated Nameplate Capacity of the Project. Each Annual Payment will be paid to the Town in two (2) equal installments on July 1 and January 2 of each fiscal year following the Commercial Operations Date and continuing throughout the remainder of the Term, defined below, and the annual payment amount and payment date will be noted on a semi-annual bill issued by the Town to the Developer. Except to the extent that Paragraph 2 of the Agreement provides otherwise, Developer agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor, revaluation or reduction in the Town's tax rate or assessment percentage beyond that anticipated by the Parties and already reflected in the agreed per megawatt rate, and the Town agrees that the payments in lieu of taxes will not be increased on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties and already reflected in the agreed per MW AC rate.

2. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph 2.

a. Nameplate Capacity Changes. If, as of the date Developer receives from the local

electric utility written authorization to interconnect and commence operations of the Project (the "Commercial Operations Date"), the installed MW AC nameplate capacity of the Project is more or less than the Anticipated Nameplate Capacity set forth herein by more than 0.001 MW AC, the dollar amount of the Annual Payments to be made hereunder as reflected on Exhibit B shall be increased (if more) or decreased (if less) by a unit price of \$16,586 per MW AC for each MW AC (or portion thereof) change in such capacity. In addition, if after the Commercial Operations Date, as a result of the addition, replacement, enhancement, or removal of Project equipment, improvements or other property, the installed MW AC nameplate capacity of the Project is increased or decreased by more than 0.001 MW AC, the remaining Annual Payments, or portions thereof, shall be similarly adjusted for each MW AC change in such capacity, provided that, in the event of a removal resulting in a decrease in Annual Payments, such decrease shall not be effective unless and until the applicable Project equipment, improvements or other property has been removed from the Property and Exhibit B shall be updated such that the annual Tax Burden, Annual Payments, and Accrued Tax Burden after the effective date of the adjustment shall be adjusted to reflect that change, provided that the adjusted Annual Payments will be equal annual payments for the remainder of the Term; provided, however, that the portion of those future Annual Payments which constitutes payment toward the Accrued Tax Burden which existed prior to the effective date of the adjustment will not be adjusted. Within fourteen (14) days following the Commercial Operations Date, Developer shall provide written notice to the Town certifying that date and the MW AC nameplate capacity of the Project as installed as of that date.

b. Notice of Changes in Capacity. Within fourteen (14) days prior to the addition, replacement, removal or enhancement of Project equipment, improvements or other property resulting in a change in MW AC nameplate capacity of the Project, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, removed or enhanced; the resulting change in MW AC nameplate capacity of the Project; any corresponding adjustment to Annual Payments under this Paragraph 2; and the basis for such change in capacity.

c. Disputes. Any dispute between the parties arising under this Paragraph 2 shall be subject to the arbitration provisions of Paragraph 11.

3. Inventory and Inspection. Within six (6) months after the Commercial Operations Date, Developer shall prepare and provide to the Town an inventory of personal property incorporated into the Project as of the Commercial Operations Date (the "Inventory"). To the extent that inventory should change, Developer will promptly update the said Inventory and submit the same to the Town. The Town, its officers, employees and consultants and representatives shall have the right upon not less than ten (10) days prior written notice (except in an emergency) to Developer to periodically inspect the Project for the purpose of confirming and verifying the Project and compliance with this Agreement. During any such inspection, the Town shall

comply with all reasonable Developer safety requirements. Developer's representative may, at the Developer's sole election, accompany the Town on all such inspections.

4. Payment Collection. Security. To the extent allowed by law, the provisions of M.G.L. c. 60 and other applicable law will govern the collection of any payments in lieu of taxes provided for in this Agreement as though they were personal property taxes due and payable to the Town, and a claim or proceeding brought by the Town for non-payment under this Agreement, or for non-payment of taxes due on the Property, shall not be subject to arbitration. In the event of a bankruptcy filing by Developer, the Accrued Tax Burden shall be due and payable immediately, and the Town may revoke this Agreement.

5. Tax Status. Separate Tax Lot. The Town agrees that from the Effective Date until the end of the Term (defined below), the Town will not assess Developer for any personal property taxes with respect to the Project or the Property to which Developer might otherwise be subject under Massachusetts law, and the Town agrees that this Agreement will exclusively govern the payments of all ad valorem personal property taxes and payments in lieu of such taxes that Developer will be obligated to make to the Town with respect to the Project, provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the Town for excise taxes on vehicles due pursuant to M.G.L. c. 60A and for services provided by the Town to the Project, including but not limited to, permit fees and consultant services. The Town agrees that no personal property taxes will be due from or assessed to Developer with regard to the Project other than the payments in lieu of taxes described in this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement does not affect or limit in any way the assessment and collection of (i) taxes for property not included in the Project, and (ii) real property taxes for the Property other than taxes attributable to the Project (provided that Developer acknowledges that, to the extent the Property is removed from M.G.L. c. 61A, the underlying land will no longer be classified and taxed as agricultural land).

6. Successors and Assigns. This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will run with the Property and the Project. In the event that Developer sells, transfers, leases or assigns the Property or all or substantially all of its interest in the Project, this Agreement will thereafter be binding on the purchaser, transferee, lessee or assignee. A Notice of this Agreement may be recorded in the applicable Registry of Deeds forthwith upon execution. Developer is expressly permitted to assign this Agreement to any affiliate or to any successor in interest in the Project and following such assignment Developer shall be relieved of all further liability hereunder provided that the assignee assumes in writing all further obligations of Developer hereunder. Developer is also permitted to collaterally assign this Agreement to its financing parties. In the event that the successor or assign of Developer is a tax-exempt entity and such tax-exempt entity does not agree in writing to assume Developer's remaining obligations under this Agreement, this Agreement shall terminate and. Developer shall pay the Town the Accrued Tax Burden as of such date.

7. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent that such value is determinable as of the date of this Agreement in accordance with M.G.L. c.59, § 38H. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.

8. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.

9. Partial Invalidation. If, for any reason, including a change in applicable law, a property tax is imposed on the Project in addition to the payments in lieu of taxes due under this Agreement, the payments in lieu of taxes due under this Agreement will be decreased on an annual basis by the amount of the property taxes actually paid to the Town for each year. If for any reason, including a change in applicable law, a payment in lieu of taxes is provided for that is less than that provided for in Paragraph 1 of this Agreement, any amount provided for in this Agreement over and above such lesser amount shall be considered a payment by Developer to the Town as the host community of the Project. In no event, except as provided for in Paragraph 2 hereof, shall the payment amounts provided for herein be reduced below the level called for in Paragraph 1.

10. Notices. All notices, consents, requests, or other communications provided for or permitted

to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or in such other manner of delivery that results in a confirmation of receipt, such as certified mail or Federal Express. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Developer:
Consolidated Edison Development, Inc.
100 Summit Lake Drive, Suite 210
Valhalla, NY 10595
Attn: President or Chief Executive Officer

If to Town:
Board of Selectmen
Town Hall Center Street Fairhaven, MA 02719
Attn: Town Administrator

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts. The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for any action brought hereunder shall be the courts of Bristol County, Massachusetts, provided that where the provisions of this Agreement expressly provide for arbitration, the subject dispute shall be submitted to final and binding arbitration before the American Arbitration Association under its Rules for Commercial Arbitration, Arbitration proceedings shall be held in Fairhaven, Massachusetts, unless otherwise agreed by the parties.

12. Good Faith. The Parties shall act in good faith to carry out and implement this Agreement.

13. Force Majeure. The Parties recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party. These events are referred to as "Force Majeure". As used herein, Force Majeure includes, without limitation, the following events

- a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;
- b. Acts of War or other civil insurrection or terrorism; or

c. Taking by eminent domain by any governmental entity of all or a portion of the Property or the Project.

In the event an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Property or Project that renders the Property or Project unusable for the customary purpose of the production of electricity for a period of more than sixty(60) days, then Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Property or Project so damaged or destroyed or taken.

The Developer may elect not to rebuild that portion of the Project that has been damaged or taken, but to continue with the Agreement as to the remaining portion of the Project and the Developer may notify the Town of its termination of all provisions of this Agreement as it relates to the damaged or taken portion of the Project, in which case the Accrued Tax Burden, pro-rated for the damaged or taken portion of the Project, shall be immediately due and payable, and the damaged or taken portion of the Property and Project will thereafter be assessed and taxed as though this Agreement does not exist, to the extent further taxation of the damaged or taken portion of the Project is applicable.

In the alternative, Developer may elect not to rebuild that portion of the Project that has been damaged or taken, and to terminate the Agreement as to the whole Project, in which case the Accrued Tax Burden, or as applicable, a pro-rated portion thereof, shall be immediately due and payable in full, and the Developer shall notify the Town of its termination of all provisions of this Agreement and the whole Property and Project will thereafter be assessed and taxed as though this Agreement does not exist, to the extent further taxation of the Project is applicable.

14. Covenants of Developer. During the term of the Agreement, Developer will not voluntarily do any of the following:

a. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement, except as expressly provided herein;

b. convey by sale, lease, assignment or otherwise any interest in the Project to any entity or organization that qualifies as a charitable organization pursuant to M.G.L. c.59 Section 5 (Third); or

c. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement which failure becomes a Default.

15. Representation and Warranty of Developer. Developer represents and warrants:

a. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation or entity, is, to the full extent required by law or regulation, registered with the Massachusetts Secretary of the Commonwealth, and has full power and authority to carry on its business as it is now being conducted.

b. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally or by general equitable principles.

c. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

d. To Developer's knowledge, none of the documents or information furnished by or on behalf of Developer to the Town in connection with the negotiation and execution of this Agreement contains any untrue, false or inaccurate statement of a material fact or omits to state any material fact required to be stated therein, or necessary to ensure that the statements contained herein or therein, in the light of the circumstances in which they were made, are not misleading.

e. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

f. Developer is a "generation company" as such term is used and defined in M.G.L. c. 59, § 38H(b) and M.G.L. c. 164, § 1 (or their successor provisions).

16. Covenants of the Town. So long as Developer is not in Default (defined below) under this Agreement, the Town will not do any of the following:

a. seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement;

b. seek to collect from Developer any property tax upon the Project or any other improvement thereon in addition to the amounts herein;

c. impose any lien or other encumbrance upon the Property or the improvements thereon (including the Project) except as is expressly provided herein.

17. Certification of Tax Compliance. Pursuant to M.G.L. c. 62C, § 49A the undersigned Developer by its duly authorized representative certifies that it is in tax compliance with the tax

laws of the Commonwealth of Massachusetts.

18. Enforceability. Developer and the Town understand and agree that this Agreement shall be null and void and that no portion of this Agreement shall be enforceable, if: (a) this Agreement, or any material portion of this Agreement, is determined or declared to be illegal, void, or unenforceable; or (b) Developer or any successor or assignee of Developer, if any, is not a "generation company" as such term is used or defined in M.G.L. c. 59, § 38H(b), and M.G.L. c. 164, § 1 (or their successor provisions), and the Developer shall be liable under all applicable laws for the payment of taxes owed to the Town, with credit for those payments made by the Developer to the Town in reliance on this Agreement.

19. Default.

a. It shall be a default under this Agreement (a "Default") if either Party or its successor or assignee (the "Defaulting Party") fails to perform any of the material terms and conditions of this Agreement and such failure is not cured within thirty (30) calendar days (the "Notice Period") of the Defaulting Party's receipt of written notice of such failure from the other Party (the "Notice of Default"), provided that if such cure cannot reasonably be made within the Notice Period, such failure shall not be a Default hereunder provided that the Defaulting Party commences the cure within the Notice Period and works towards the cure with reasonable diligence unless despite such efforts the failure has not been cured within one year of its receipt of the Notice of Default. Upon the occurrence of a Default, the non-defaulting Party may terminate this Agreement by notice to the Defaulting Party.

b. Notwithstanding any other provisions in this Agreement for payment in lieu of taxes, in the event that the Developer or its successor or assign fails for any reason to make any payment due under the terms of this Agreement when such payment is due, and fails to cure that default within thirty (30) days of receipt of written notice of such violation, then the Town may terminate this Agreement and in the event of such termination the full amount of the Accrued Tax Burden as of the date of termination shall be immediately due and payable, and, to the extent allowed by law, collectible under all laws applicable to the collection of taxes, and the Property and Project will thereafter be assessed and taxed as though this Agreement does not exist, to the extent further taxation of the Project is applicable.

20. Term. This term of this Agreement (the "Term") shall commence on the Effective Date and notwithstanding any provision contained herein to the contrary shall terminate on the earlier of (i) the last day of the twentieth (20th) consecutive fiscal tax year following the Commercial Operations Date, (ii) the date on which the non-defaulting Party terminates this Agreement following a Default by the Defaulting Party in accordance with the provisions of Paragraph 18 above, or (iii) the date on which Developer terminates this Agreement in accordance with Paragraph 13 or by written notice to the Town following a termination of the Lease in accordance with the terms of the Lease. In the event of Developer's termination of this Agreement following such termination of the Lease, the full amount of the Accrued Tax Burden as of the date of termination shall be immediately due and payable, and, to the extent allowed by law, collectible under all laws applicable to the collection of taxes, and the Property and Project will thereafter be assessed and taxed as though this Agreement does not exist, to the extent further taxation of the Project is applicable.

21. Successor Agreement; Counterparts. Unless otherwise undertaken beforehand, not less than six (6) months prior to the last payment called for in Paragraph 1 above, the Parties may meet and negotiate a successor agreement to the within Agreement governing the tax treatment of the Project and/or the continuation of payments to the Town of Fairhaven as the host community for the Project. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

Executed under seal by the undersigned as of the Effective Date set forth above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF FAIRHAVEN
By its Board of Selectmen

Fairhaven MA 4, LLC

By: _____
Mark Noyes, President and Chief
Executive Officer

EXHIBIT A

The land in Fairhaven, Massachusetts, bounded and described as follows:

Beginning at the southeast corner of the land herein described at a point being the northeast corner of land now or formerly of Joseph & Helen Rezendes as shown on plan of land hereinafter mentioned; thence

NORTH 74° 26' 04" WEST in line of last-named land and by the end of Charity Stevens Lane as shown on said plan, Eight Hundred Fifty and 651/100 (850.65) feet to a point; thence

NORTH 72° 57' 12" WEST by said end of Charity Stevens Lane and land now or formerly of Anne M. Pacheco as shown on said plan, Seven Hundred Fourteen and 55/100(714.55) feet to land of parties unknown; thence

NORTH 02° 56' 18" EAST in line of last-named land, Nine Hundred Ninety-six and 28/100(996.28) feet to a point; thence

NORTH 01° 43' 31" EAST still in line of last-named land, Three Hundred Fifty-seven and 07/100 (357.07) feet to land now or formerly of Eva Morris as shown on said plan; thence

SOUTH 74° 16' 39" EAST in line of last-named land, One Thousand Four Hundred Thirty-three and 47/100 (1,433.47) feet to land of parties unknown; thence

SOUTH 02° 29' 30", more or less, EAST in line of last-named land, One Thousand Four Hundred Two and 50/100 (1,402.50) feet to land now or formerly of Joseph & Helen Rezendes and the point of beginning.

Containing 1,998,564 square feet, more or less.

Said parcel is shown on a plan of land in Fairhaven, MA. Surveyed for Allen C. & Ellena L. Haskell dated June 29, 1993 and recorded with Bristol County (Southern District) Registry of Deeds in Plan Book 130, Page 71.

EXHIBIT B

Annual Payments (PILOT); Accrued Tax Burden

Fairhaven MA 4, LLC (Fairhaven F) - 46 Charity Stevens Lane

\$16,586 per MW (AC) per year. Assuming Project size of 2.000 MW (AC), the payments would be per the following schedule. Project size is subject to adjustment per the terms of the Agreement.

Year	Tax Burden	Tax Burden Per MW	Tax Payment Per MW	Proposed PILOT	Accrued Tax Burden
1	59,949	29,974	16,586	33,173	26,776
2	55,842	27,921	16,586	33,173	49,446
3	52,017	26,009	16,586	33,173	68,290
4	48,454	24,227	16,586	33,173	83,572
5	45,135	22,567	16,586	33,173	95,534
6	42,043	21,022	16,586	33,173	104,404
7	39,163	19,582	16,586	33,173	110,395
8	36,480	18,240	16,586	33,173	113,703
9	33,982	16,991	16,586	33,173	114,512
10	31,654	15,827	16,586	33,173	112,993
11	29,486	14,743	16,586	33,173	109,306
12	27,466	13,733	16,586	33,173	103,599
13	25,584	12,792	16,586	33,173	96,011
14	23,832	11,916	16,586	33,173	86,670
15	22,199	11,100	16,586	33,173	75,697
16	20,679	10,339	16,586	33,173	63,203
17	19,262	9,631	16,586	33,173	49,293
18	17,943	8,971	16,586	33,173	34,063
19	16,714	8,357	16,586	33,173	17,604
20	15,569	7,784	16,586	33,173	0
TOTAL	613,227	306,613	281,967	563,934	1,497,467

DRAFT

TOWN OF FAIRHAVEN WORKPLACE CLIMATE ASSESSMENT

DECEMBER 2020

Mary Beth Bernard, SHRM-SCP, SPHR
HR Key Solutions



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INTRODUCTION

The Town of Fairhaven town governance structure was changed from an Executive Secretary to a Town Administrator form of Government. AN ACT ESTABLISHING THE POSITION OF TOWN ADMINISTRATOR IN THE TOWN OF FAIRHAVEN. Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:

SECTION 1. The executive powers of the town of Fairhaven shall be vested in the board of selectmen, who shall have all the powers given to boards of selectmen by the General Laws, except for those executive powers granted to the town administrator.

The board of selectmen shall serve as the chief goal-setting and policy-making agency of the town of Fairhaven. The duties and responsibilities for day-to-day management of the town shall be delegated to the town administrator. The board shall act through the adoption of policy directives and guidelines which shall be implemented by the town administrator and the officers and employees appointed by, or under the authority of, the board. Individual selectmen shall not purport to represent the board or exercise the authority of the board except when specifically authorized by the board. This was approved, November 25, 2014.

In July 2020 The Fairhaven Board of Selectmen voted to issue an RFP for a consultant to perform an employee engagement and work culture survey to assess the work environment and management of Fairhaven workers and staff. have climate assessment done in the Summer of 2020.

The study incorporated the analysis of web information, Town records, interviews, policy reviews and analysis of metrics. In addition:

- Review of Town documents, General Code and web information.
- Discussion with Town Administrator, Human Resources Director and Board of Selectmen.
- Focus Group Exercise with 5 employees
- Compiling of Questionnaire based on the above interviews.
- Interviews with Department Heads and Town Staff – in person, by phone and via Zoom.
- Research on Town operations including annual Town Report and Town Charter.
- Analysis of employee turnover over the past five years.

INTERVIEW NOTES

Although metrics and data are important it is only through conversation that the true culture of this department could be ascertained. Interviews were conducted in person and by phone over three weeks. Thirty one full time employees were invited to participate, 27 responded and participated.

The survey document consisted of open ended questions as well as survey questions with a rating scale. A sample survey instrument is included in the report. Recommendations are outlined at the end of this document.



TOWN OF FAIRHAVEN – DEFINITONS (ABRIDGED VERSION)

BOARD OF SELECTMEN

The board of selectmen shall:

- (a) enact rules and regulations to implement policies and to issue interpretations;
- (b) exercise, through the town administrator, general supervision over all matters affecting the interests or welfare of the town;
- (h) appoint, and may re-appoint, and enter into a contract for the employment of a town administrator for a term of not more than 3 years, who shall be a person with executive and administrative qualifications and especially fitted by education, training and experience to perform the duties of the office; provided, that the town may from time to time, by by-law, establish such additional qualifications as it deems necessary and appropriate;
- (i) remove the town administrator at any time, for just cause following a formal procedure including a written intent to dismiss, a written response and a public hearing, to be completed within 30 days after the issuance of a written intent to dismiss, in accordance with the terms of the town administrator's contract;
- (j) set the compensation for the town administrator, not to exceed an amount appropriated by the town meeting; and
- (k) designate a qualified person as acting town administrator to perform the duties of the office during any vacancy exceeding 30 days, caused by the town administrator's absence, illness, suspension, removal or resignation; provided, that the appointment of an acting town administrator shall be for a period not to exceed 180 days.

TOWN ADMINISTRATOR

SECTION 2. The town administrator shall be the chief administrative officer of the town of Fairhaven and shall act as the agent for the board of selectmen. The town administrator shall be responsible to the board of selectmen for coordinating and administering all town affairs under the jurisdiction of the board of selectmen.

The town administrator's powers and duties shall include those outlined in subsections (a) to (aa), inclusive.

- (a) Consult and advise the board of selectmen regarding its policies and implement those policies.
- (b) Attend all meetings of the board of selectmen, except when excused, and consult with and advise the board of selectmen on all matters that come before the board.
- (c) Attend all town meetings and advise the town meeting on all warrant articles within the jurisdiction of the board of selectmen.
- (d) Attend all finance committee meetings, except when excused by the board of selectmen, and keep the finance committee informed on all matters under the jurisdiction of the town administrator that come before the committee.
- (e) Manage and direct the daily reporting and supervision of all town departments under the jurisdiction of the board of selectmen including: assessors, building commission, council on aging, police, civil defense, animal control officer, gas inspector, plumbing inspector, wiring inspector and weights and measures inspector, recreation, highway, water, sewer, tree and park, planning, finance, finance director, collector, treasurer, accounting, veterans, town counsel, other committees appointed by and under the jurisdiction of the board of selectmen and the fire department, subject to section 42 of chapter 48 of the General Laws.
- (g) Except with respect to the school department, the town administrator shall have sole authority over the administration of personnel policies for all town employees. With respect to the fire department, such authority shall be subject to section 42 of chapter 48 of the General Laws. The town administrator shall act as the personnel board under all applicable laws and by-laws, except as otherwise set forth in this act. The personnel board as presently constituted shall be eliminated upon the appointment of the town administrator. The town may enact by-laws establishing the



wages, salaries and other benefits of employees, which shall be consistent with the authority granted to the town administrator in this act. Notwithstanding the elimination of the personnel board, all actions taken prior to the appointment of the town administrator by the personnel board within its authority, and by any other town official or

TOWN ADMINISTRATOR

board, with respect to personnel, including the appointment of all officers and employees, shall continue in full force and effect subject to future action by the town administrator within the town administrator's authority.

(h) Administer the town's insurance policies, including the ability to settle claims; provided, however, that all insurance contracts and claims settlements shall receive the approval of the board of selectmen.

(i) With the approval of the board of selectmen, appoint and remove all department heads under the direct control of the town administrator. Each department head, with the approval of the town administrator, shall appoint and remove all department staff within their respective departments. All appointments shall be based entirely on merit and fitness. All appointments and terminations shall be conducted in accordance with the General Laws, personnel policies, by-laws of the town of Fairhaven and any applicable employment contracts; provided, that fire department appointments shall also be subject to section 42 of chapter 48 of the General Laws.

(j) With the approval of the board of selectmen, reorganize any departmental structures under the jurisdiction of the town administrator.

(k) With the approval of the board of selectmen, negotiate all collective bargaining agreements on behalf of the town, except for the school department. The town administrator may seek the assistance of labor counsel if the town administrator deems it necessary to effect successful negotiations. All final agreements must be approved and executed by the board of selectmen.

(l) With the approval of the board of selectmen, establish compensation packages for all town employees under the jurisdiction of the town administrator, not subject to a collective bargaining agreement. Such compensation shall not exceed the amount appropriated therefor by town meeting and shall be subject to all applicable laws and by-laws.

.....

(t) Be responsible for coordination of operational and strategic planning for the town.

(y) Delegate and direct any qualified town official or employee to carry out any duty that is within the authority of the town administrator.

(z) During a temporary absence, with the approval of the board of selectmen, the town administrator may designate a qualified administrative employee or officer to exercise the powers and perform the duties of the town administrator.

(aa) Perform any other duties or tasks assigned by the board of selectmen, assigned by the town meeting or mandated by applicable state law.

SECTION 3. The town administrator of the town of Fairhaven shall have access to all municipal books, papers and documents or information necessary for the proper performance of the duties of the town administrator. The town administrator may, without notice, cause the affairs of any division or department under the town administrator's supervision, or the conduct of any officer or employee thereof, to be examined.



EMPLOYEE SURVEY QUESTIONNAIRE

Name	Title	Years in position
Reports to	Supervises	Hours
Job Satisfaction		
What attracted you to this job?		
How long is your commute?		
Do any of your family members work for the town?		
Do you socialize with coworkers?		
What motivates you to keep coming back?		
Teamwork		
Which coworkers do you regularly work with?		
What other departments do you regularly work with?		
What Boards and Committees do you usually work with?		
Personal Productivity		
Have you ever been recognized for your work?		
How has COVID-19 impacted your job?		
Communication		
How do you find out about workplace news and information such as new employees, new policies?		
How can communication be improved?		
Climate		
How would you define a positive workplace climate?		
How would you describe the current workplace climate in the Town of Fairhaven?		
What advice would you give Town Leaders for improving the climate?		
Climate Rating Scale: 1= Strongly Disagree 2= Disagree 3=Neither Disagree or Agree 4= Agree 5 = Strongly Agree		
Climate Assessment		
Does your current work environment allow you to express your opinions?	1 2 3 4 5	
Do you feel appreciated for the work you do?	1 2 3 4 5	
Do you feel that the work you do makes a difference in Fairhaven?	1 2 3 4 5	
How would you rate the culture of your department?	1 2 3 4 5	
How would you rate the culture of this organization?	1 2 3 4 5	
Do you like working here?	1 2 3 4 5	
Do you trust your coworkers?	1 2 3 4 5	
Do you feel that favoritism exists in the workplace in Fairhaven?	1 2 3 4 5	
Have you been properly trained to do your job?	1 2 3 4 5	
Are you given opportunity for training professional development?	1 2 3 4 5	
Do you feel other people get more opportunities than you do?	1 2 3 4 5	
Do you feel that the level of involvement by elected officials is appropriate?	1 2 3 4 5	
Do you have work life balance?	1 2 3 4 5	
The Town of Fairhaven is a great place to work	1 2 3 4 5	
Do you feel this study will actually be used to make improvements?	1 2 3 4 5	

THANK YOU FOR YOUR TIME!



SURVEY RESULTS BY CATEGORY

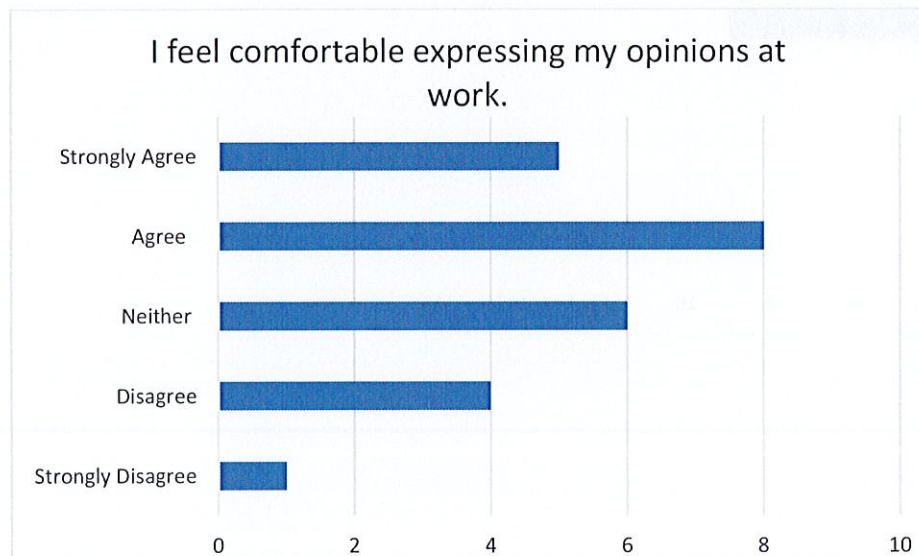
WORKPLACE CULTURE

HOW THE TOWN OF FAIRHAVEN EMPLOYEES DEFINE A POSITIVE WORKPLACE CULTURE:

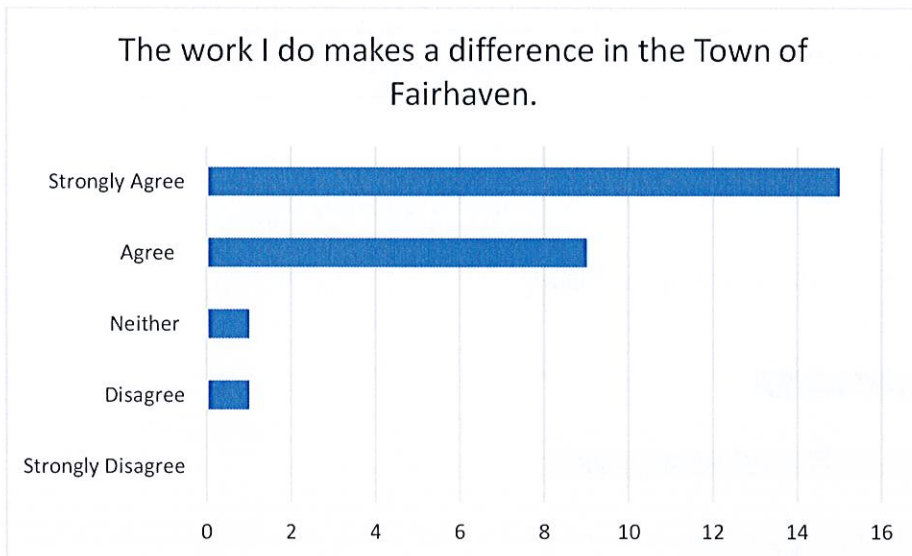
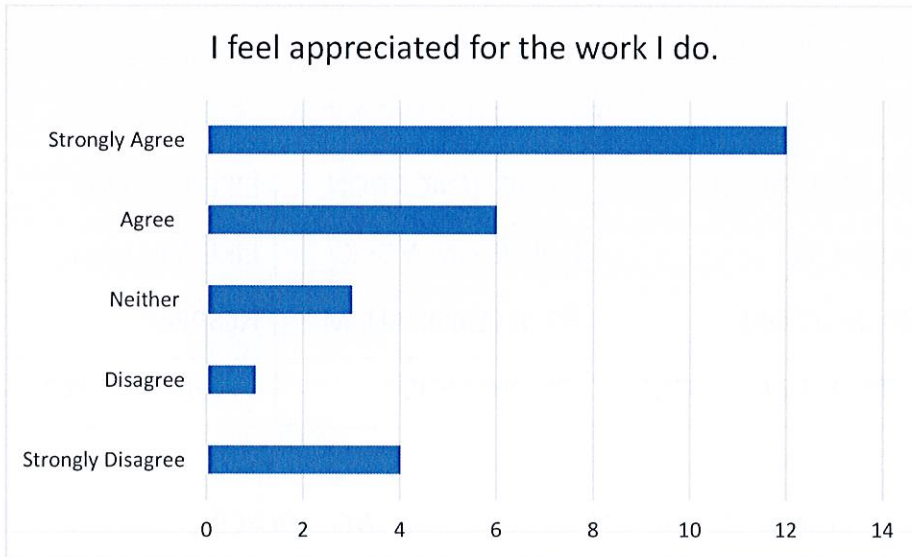
APPRECIATION	COLLABORATION	COMMUNICATION	DEDICATION
DEPTS WORK TOGETHER	FAIRNESS	FOCUS ON WORK	LIKE A FAMILY
NO RUMORS	OPEN DOORS	PROFESSIONALISM	RESPECT
SMILING	SUPPORT EACH OTHER	WELCOMING	WORK AS A TEAM

HOW THE TOWN OF FAIRHAVEN EMPLOYEES DEFINE **THE CURRENT** WORKPLACE CULTURE:

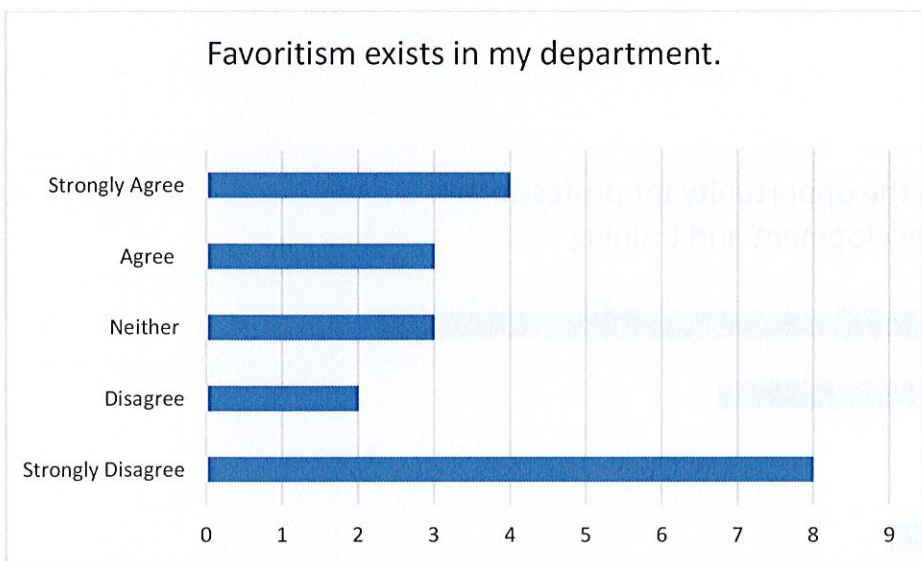
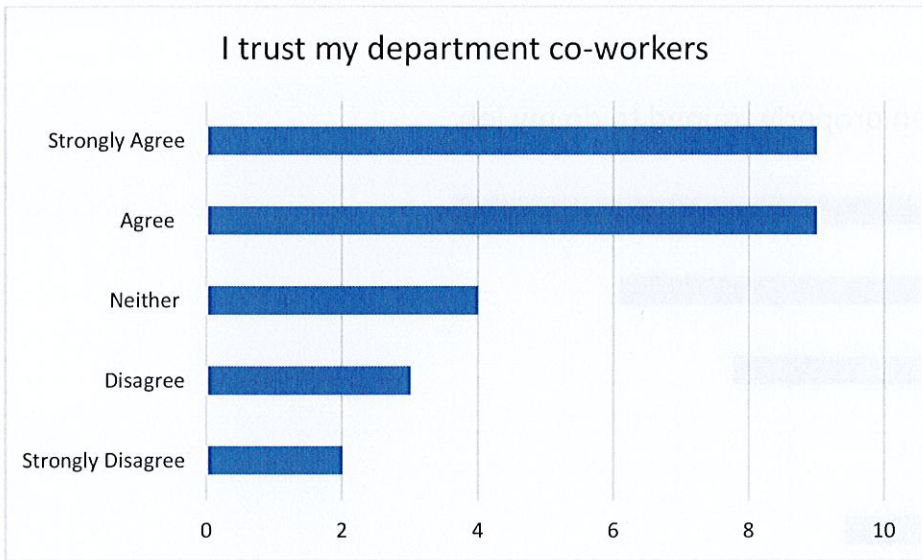
CLIQUES	CLOSED DOORS	DIVIDED	DYSFUNCTIONAL
GOSSIPY	LOSING GOOD PEOPLE	NEGATIVE	POLITICAL
RUMORS	SOUR	TOXIC	TURMOIL
UNFAIR SOCIAL MEDIA	UNSUPPORTIVE	UNWELCOMING	WORK ALONE



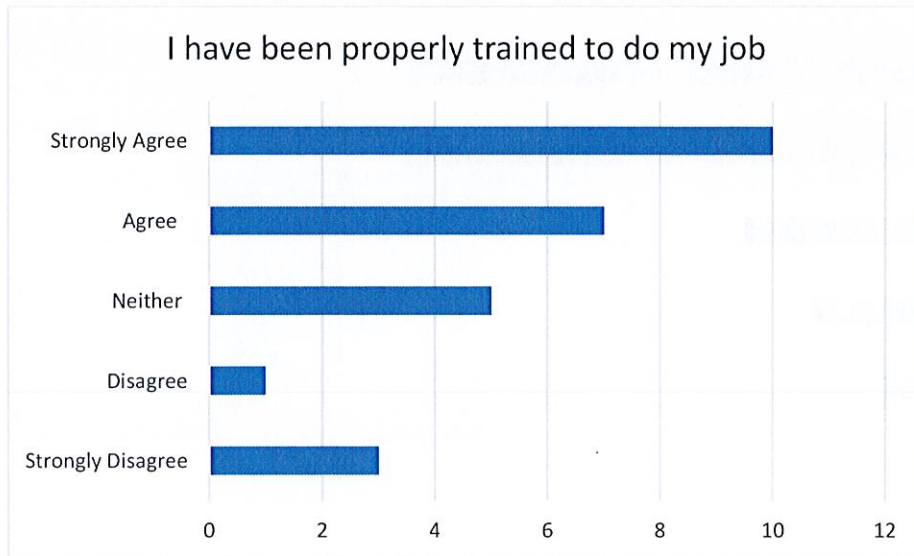
EMPLOYEE ENGAGEMENT



TEAMWORK

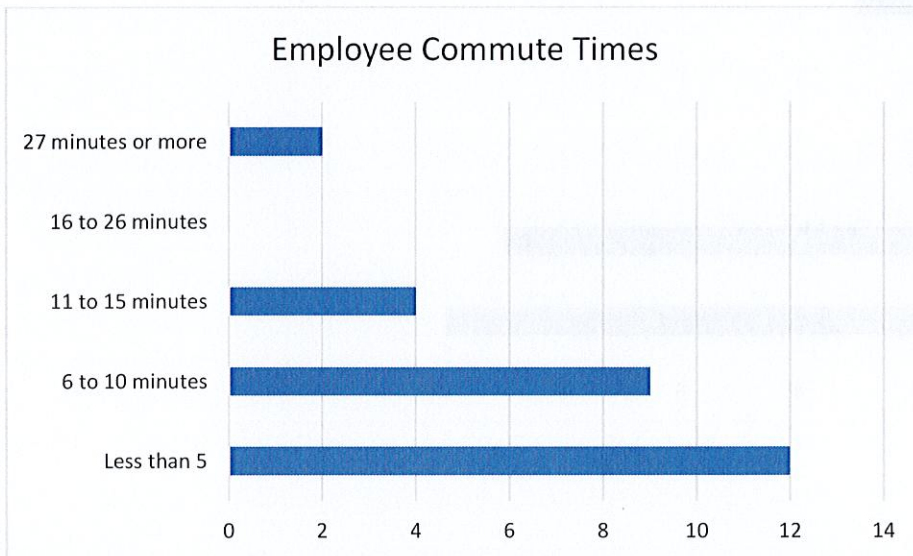
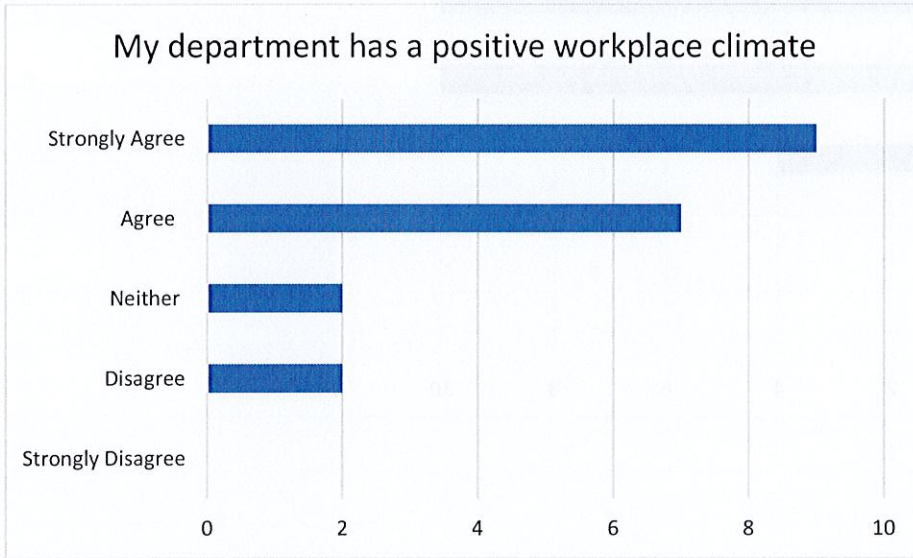


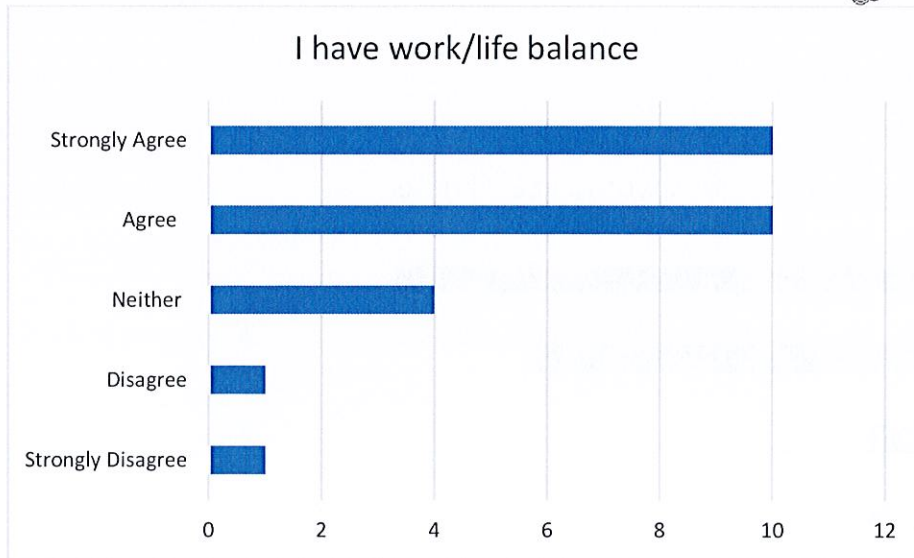
TRAINING AND DEVELOPMENT





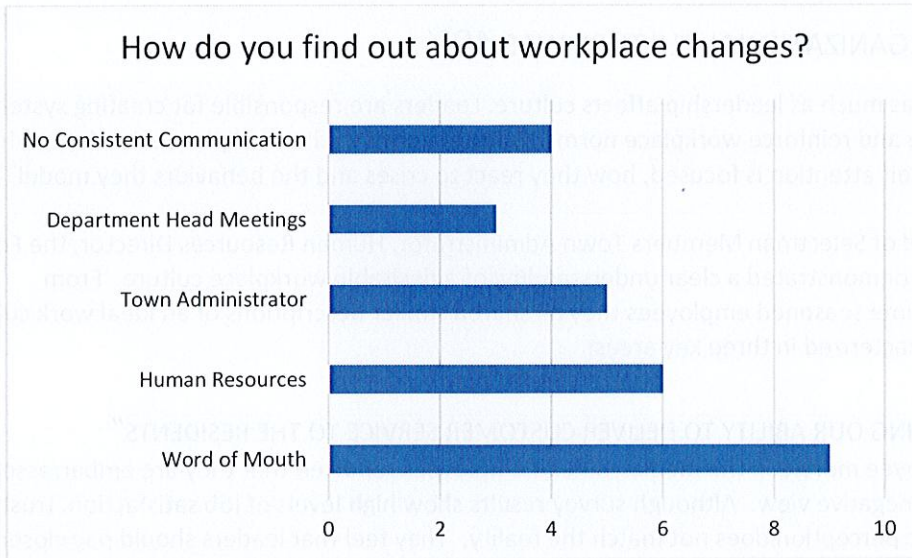
JOB SATISFACTION







COMMUNICATION



WHAT ADVICE WOULD YOU GIVE TOWN LEADERS ON HOW TO IMPROVE COMMUNICATION AND CULTURE IN FAIRHAVEN?

STOP MISREPRESENTING EMPLOYEES IN THE MEDIA	UNITE PEOPLE INSTEAD OF DIVIDING THEM.	DON'T LISTEN TO GOSSIP. GET THE WHOLE STORY.
DON'T IGNORE ISSUES — SOLVE THEM.	SET A GOOD EXAMPLE ESPECIALLY AT PUBLIC MEETINGS.	GET OFF FACEBOOK.
COMMUNICATE WITH EMPLOYEES AT ALL LEVELS.	BE COMMUNICATIVE, APPRECIATIVE AND COLLABORATIVE.	STOP TARGETING GOOD EMPLOYEES.
ESTABLISH A CULTURE OF FAIRNESS.	COMMUNICATION IS KEY.	FOSTER TEAMWORK.



RESULTS AND RECOMMENDATIONS – WORKPLACE CULTURE

THE OVERALL RATING OF ORGANIZATIONAL CULTURE WAS 49%

“Culture can affect leadership just as much as leadership affects culture. Leaders are responsible for creating systems that develop organizational culture and reinforce workplace norms. Cultural norms in the workplace are adopted from the actions of the leader: where their attention is focused, how they react to crises and the behaviors they model”¹.

Based on interviews with the Board of Selectman Members Town Administrator, Human Resources Director, the Focus Group and the employees, they all demonstrated a clear understanding of a desirable workplace culture. From relatively new employees to long-time seasoned employees they all shared similar descriptions of an ideal work culture. The breakdown in culture was characterized in three key areas;

“ELECTED OFFICIALS ARE HAMPERING OUR ABILITY TO DELIVER CUSTOMER SERVICE TO THE RESIDENTS”

Due to misrepresentation of employee morale in the media. 80% of employees reported that they are embarrassed and disappointed that the public has a negative view. Although survey results show high levels of job satisfaction, trust and enthusiasm for their job, the public perception does not match the reality. They feel that leaders should pay closer attention and not make generalizations about the day to day work of the employees. Increased recognition of departments at televised Board Meetings and on social media would highlight the 89% satisfaction rating of employees who responded to the statement “ I like working here”.

“WORKPLACE CLIQUES AND GOSSIP ARE DESTROYING THE ‘FAMILY ATMOSPHERE’

Although this is a common occurrence in workplaces, Fairhaven’s divisiveness seems to be getting worse. Employees pointed to high levels of terminations and resignations this year fueled by the divisions in the workplace. However, survey results show that department heads enjoy working with one another, and teams trust one another. 85% of employee felt that political interference, workplace gossip and favoritism were factors in these divides. Many stated that “it used to feel like a family at work” or “now ‘the rules don’t apply to everyone” and some people are ‘protected’. It would go along way to create some cross functional teams so that the employees can work together on common goals to break down the barriers. IT will be important for the next Town Administrator and Human Resource Director to create opportunities for team building, wellness activities and cross functional project teams. The adoption of the new Personnel Policies would be a great opportunity to bring people together for training and discussion in a non-controversial setting. In the current pandemic it may be challenging but still possible.

“COMMUNICATION BREAKDOWN”

Communication issues were mentioned in every conversation. Fueled not only by the pandemic and changing work conditions but also by the ‘cliques’ and ‘gossip’ in the work environment. Most employees had clear ideas on how communication, trust and respect should work together. Although positive communication exists within departments and among the department head group, there are breakdowns along the way. This is addressed in detail on page 16.

¹. BASS, B., & AVOLIO, B. (1993). TRANSFORMATIONAL LEADERSHIP AND ORGANIZATIONAL CULTURE. Public Administration Quarterly, 17(1), 112-121. Retrieved from <http://www.jstor.org/stable/40862298>



RESULTS AND RECOMMENDATIONS – EMPLOYEE ENGAGEMENT

THE OVERALL EMPLOYEE ENGAGEMENT RATING WAS 89%

“Employee Engagement is measured by the ability and willingness of individuals to exert extra effort for the benefit of the company, their tendency to speak highly of the organization and their intent to stay”, according to Greg Harris present, Quantum Workplace, a market research company that surveys employee engagement.

Eighty nine percent of the employees (89%) felt that their work makes a difference to the Town of Fairhaven. There was much town pride and sense of accomplishment from these respondents.

The employees of Fairhaven’s response to “I like working here” was a 4.44 out of 5 rating or 89%. In addition, the respondents trusted their coworkers 75% of the time. This rating was attributed to some of the workplace ‘gossip’ and ‘cliques’ .

When asked if they felt appreciated for the work they do, 79% responded favorably. Although most felt appreciated by their immediate supervisor, only 10% had received a formal recognition for their work. Some recalled a ‘years of service pin’ distributed by Human Resources, others had received awards from local groups or organizations. It would go a long way if the Town made a practice of ‘highlighting’ departments and recognizing them publicly for the work they perform. It would also serve to negate some of the negative social media perceptions.

Eight percent (80%) of Town employees who were surveyed stated they felt that they had work/life balance. Of those respondents 20% felt that they worked 24/7 and the other 80% credited their work/life balance to the Town’s wellness initiatives.

The average commute time for employees surveyed is 5.4 minutes, with only two employees having a commute of 30 minutes or more. Most categorized themselves as “Townies” and a few employees lived close enough to walk to work.

The above Engagement ratings are very encouraging , as employee engagement is the key to rebuilding the workplace climate and culture in the Town of Fairhaven. The Town can capitalize on these engaged and committed employees by providing opportunity for recognition, positive depiction in the media and positive feedback to continue to motivate them. This will have a direct impact on customer service and employee morale.

RESULTS AND RECOMMENDATIONS – TEAMWORK

83% PERCENT OF EMPLOYEES FELT THAT THEIR DEPARTMENT CULTURE WAS FAVORABLE

Department culture ratings were high with most people feeling that within their department “people supported one another” were “collaborative” and “worked as a team” most of the time.

Employees responded with (75%) Seventy five percent favorability to the question “do you trust your coworkers”?

A vast majority of Department heads commented that they work well with other departments and the regular Department Head Meetings are a valuable teamwork component.



RESULTS AND RECOMMENDATIONS – TRAINING AND DEVELOPMENT

76% OF EMPLOYEES FELT THAT THEY RECEIVED THE PROPER TRAINING TO DO THEIR JOB

Long-term employees of 20 years or more responded most favorably to this question. Employees with 10 years or less have had to “find their way” and “learn on the job”.

Eighty four percent of employees stated that they were provided with ongoing opportunities for professional development and training. They felt supported by the Town to seek professional training.

RESULTS AND RECOMMENDATIONS – COMMUNICATION

Conversations about communication and culture went hand in hand throughout this study. Interviews demonstrated that communication among the Department Head group is excellent, with regularly scheduled Department Head Meetings in which “everyone is given a chance to speak” and “opportunities for collaboration arise that you would never have thought of”. Respect and camaraderie exist among the Department Head group.

Many Department heads are good at communicating relevant information from the Department Head meeting to their employees. There was a distinct dissatisfaction with employees as to how they learn about workplace changes such as staffing changes “sometimes the department head or HR will walk a new employee around and introduce them’ and policy changes “We usually get an email from HR with no explanation about the policy”

It is recommended that the Town take the time to communicate with all employees and take the time to make sure that policies are clearly explained. The adoption of the new Personnel Policies is a great opportunity to have an “all hands on deck” meeting to disseminate the policy and answer questions.

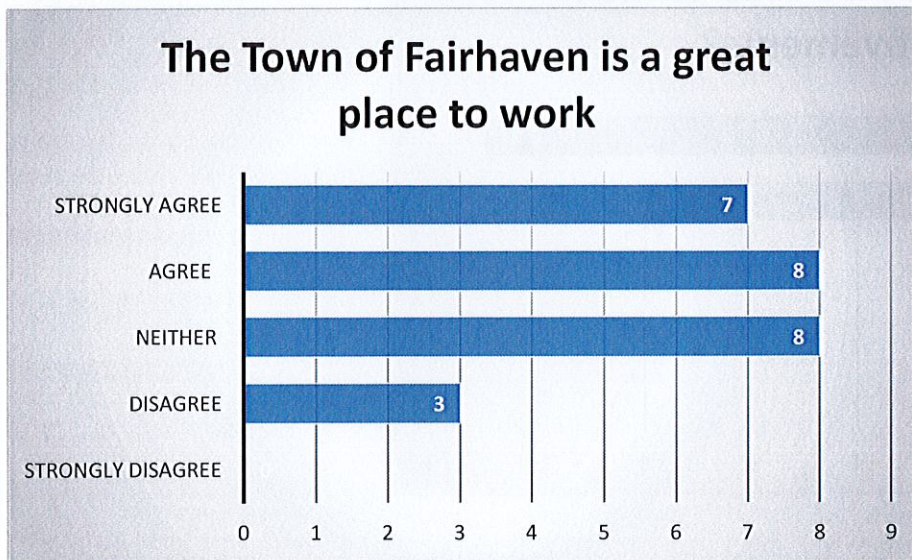
Additionally, Anti-Harassment policy is required by law to be distributed annually. The Town should endeavor to conduct training every other year. It is understood that these meetings are challenging in current pandemic times., but it should be a goal for HR.

Most importantly it is recommended that Elected Officials, Future Town Administrator and Human Resources Director please consider seeking opportunities for positive interactions with employees: recognition of employees for years of service or accomplishments at BOS meetings, community events that foster a cross functional team of Board members and employees and workshops. These actions will foster positive interactions and make employees feel valued. Refrain from negative comments about employees or groups. Be role models for the behavior you would like to see.



FINAL THOUGHTS

75% OF EMPLOYEES FELT THAT “THE TOWN OF FAIRHAVEN IS A GREAT PLACE TO WORK”



The results were consistent among long term and short-term employees, Department Heads and staff. Responses to this question included the following statements: “You should have asked me two years ago”, “It makes me sad, it used to be a 5.0”, “it has the potential to be”.

Some key opportunities exist for Town Leaders, future Town Administrator, and future Human Resources Director. Improve employee morale through increased communication, fostering co-worker relationships through better communication, motivating through recognition and encouraging employee wellbeing.

Dig deeper into termination/resignation and retirement data to find correlation between length of service, department, and any other possible problem areas. Review current exit interview practices with the intent to improve and provide a comprehensive exit interview with Human Resources or a neutral third party.

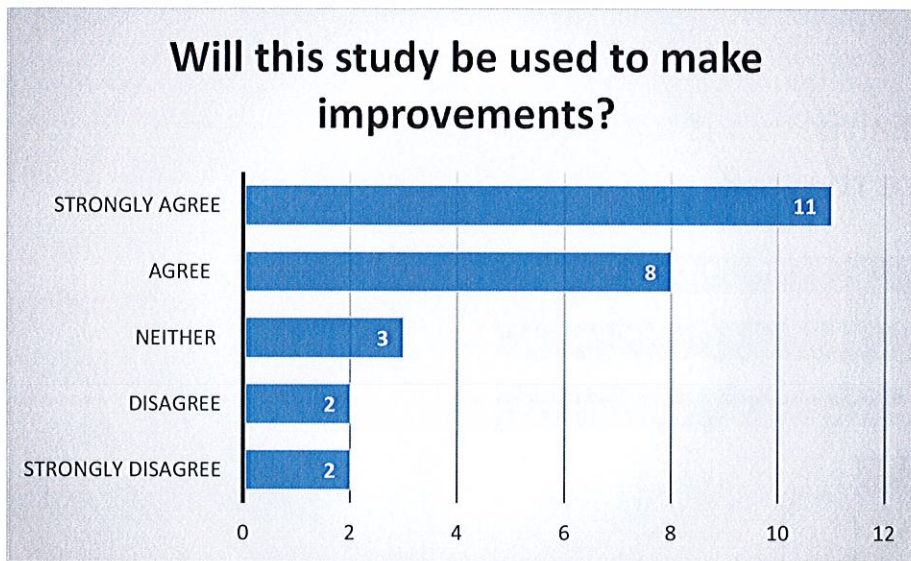
Think about the cost of turnover for the Town before fostering a negative culture and feeding into ‘gossip’ allowing productive employees to be isolated in a manner that is detrimental to a health workplace climate.

For future recruitment continue to maintain professional recruitment standards to attract qualified, engaged candidates.

The current employees exhibit a love for the Town and love the work that they perform. This is the foundation needed to restore the culture of this work environment.



80 % OF EMPLOYEES FELT THAT THIS STUDY WOULD BE USED TO IMPROVE WORKPLACE CULTURE



.Additionally, of the 80% who responded they expressed extremely optimistic comments. Nearly 90% of the respondents used the word “hope” in some form in their response: “I’m hopeful”, “hopefully”, “I really hope so”, “I’m hoping”. One respondent replied “I have faith in Fairhaven to do the right thing.”

For the employees who did not feel optimistic they stated that it depended upon whether or not the Board of Selectmen liked the results: “it depends on the outcome” , “not if it’s not what they don’t want to hear”, “they will refute it if they don’t like the findings”, and “it depends on the Selectmen”.

In conclusion, It was a pleasure to conduct this study and have the opportunity to meet the employees in person, on the phone and via Zoom. I would like to express my sincere thanks to all who participated for their honesty and hospitality.

Please take the following into consideration when deciding to utilize these findings:

“THERE IS NO BETTER WAY TO CAUSE RESENTMENT AMONG EMPLOYEES THEN TO ASK THEM TO GIVE THEIR FEEDBACK AND THEN FAIL TO ACT IN RESPONSE TO THEIR CONCERNS. HONEST, CONSTRUCTIVE FEEDBACK FROM EMPLOYEES START WITH TRUST AND THE UNDERSTANDING THAT EMPLOYEES CAN VOICE THEIR CONCERNS WITHOUT FEAR OF RETALIATION.”²

² (2009). MANAGING ORGANIZATIONAL COMMUNICATION. Society for Human Resource Management. from <https://www.Shrm.org/resourcesandtools/managingorganizationalcommunication.aspx>