FAIRHAVEN SELECT BOARD
Meeting Minutes
October 13, 2026

FAIRHAVEN TOWN CLERK
RCVD 2026 OCT 27 AM10:02

Present: Andrew Romano, Natalie A. Mello, Andrew Saunders, Richard F. Trapilo and Keith R. Hickey

Not Present: Pam Kuechler

Mr. Romano opened the Select Board meeting at 6:01pm

PUBLIC COMMENT
None received.

APPOINTMENTS / COMMUNITY ITEMS
Consider Amendments to the AFSCME Highway Collective Bargaining Agreement: Reclassification of the Vehicular Maintenance Staff
Amend Drug and Alcohol Policy
The Board reviewed the amendments as outlined in the Memorandum of Agreement (***Attachment A***).

Motion: Mr. Saunders motioned to approve the Reclassification of the Vehicular Maintenance Staff and Drug and Alcohol Policy amendments to the current collective bargaining agreement between the Town of Fairhaven and the AFSCME Highway bargaining unit. Ms. Mello seconded. The motion passed unanimously (4-0-0).

Request to Use the Academy Building: Fairhaven Historical Society
Beth Luey addressed the Board about the proposed use of the first floor and multi-purpose room of the Academy Building by a partnership of members of the Historical Society and Historical Commission.

The Board asked clarifying questions about fee interest in the building, previous discussions by the Historical Commission seeking to find a user for the building so it is not vacant and the differences between the Historical Society and Historical Commission.

Eleanor Chew of Main Street addressed the Board and said, as a resident, she is concerned about the use of the building, the responsibility and entering into an agreement without the Historical Commission being part of the conversation. She asked for the item to be tabled to have the Historical Commission be part of the conversation.

Motion: Mr. Saunders motioned to table item B2 to October 26, 2026. Ms. Mello seconded. The motion passed unanimously (4-0-0).

Request from Locations+ to Film 47 Brand Apparel Project in Fairhaven
Ray Forbes addressed the Board via zoom about the project and filming locations. He has worked with the Fairhaven Police Department regarding public safety needs, details and temporary street closures. All associated costs would be the responsibility of the production company. A map of the location was distributed to the Board (***Attachment B***).

Motion: Mr. Saunders motioned to approve the request from Locations + to photograph in locations within Fairhaven that will be included in the advertising of their clothing brands. Further, Locations + will comply with all traffic control requirements and temporary street closure requests made by the Fairhaven Police Department. Ms. Mello seconded. The motion passed unanimously (4-0-0).

Use of Town Hall: Drama Therapeutic Workshop: Saturday, November 14, 2026
The Board reviewed the application.

Motion: Mr. Saunders motioned to approve use of Town Hall for a Drama Therapeutic Workshop as presented. Ms. Mello seconded. The motion passed unanimously (4-0-0).

Lawton Street Pole Replacement-Retroactive Permit WO 14079394
Mr. Hickey reviewed the request with the Board for work done in 2023 and Eversource's request for retroactive approval to match their records.

Motion: Mr. Saunders motioned to approve the request for a retroactive permit for the pole relocation at 12 Lawton Street WO 14079394 as presented. Ms. Mello seconded. The motion passed unanimously (4-0-0).

Review Open Volunteer Opportunities
Mr. Romano read the list from the Board's packet (***Attachment C***).

EXECUTIVE SESSION

Motion: Mr. Saunders motioned to enter Executive Session to G.L. c. 30A, § 21(a)(2) "to conduct collective bargaining sessions New England Police Benevolent Association Local 106, Dispatchers and return to open session. Ms. Mello seconded. Roll Call Vote, Mr. Saunders, Ms. Mello, Mr. Trapilo and Mr. Romano in favor. The motion passed unanimously (4-0-0).

The Board adjourned to Executive Session from 6:22pm to 6:43pm

ACTION / DISCUSSION
Consider Memorandum of Agreement MOA with Dispatch Union
Chief Dorgan addressed the Board about the MOA (***Attachment D***).

Motion: Mr. Saunders motioned to approve the Memorandum of Agreement between the Town and the Dispatch Union and place a warrant article on the Fall Town Meeting warrant for voter consideration. Ms. Mello seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Saunders motioned to take item D4 out of order. Ms. Mello seconded. The motion passed unanimously (4-0-0).

Discussion on Draft Artificial Intelligence (AI) Policy
IT Director Steve Rosa addressed the Board regarding the draft policy. He described it as a "human, AI, human" model where the user would enter data, get the AI response and then validate the results. Mr. Rosa said the policy document would be a living document to allow for updates as needed. The Board asked for clarification of page 3 of 15 and the reference to "data not the device" and Mr. Rosa said it indicates what is prohibited when a department head is working from home and will clarify the language. Ms. Mello referred to an earlier draft (***Attachment E***) and the Board discussed incorporating some of the language into the policy's introduction.

Discussion continued regarding whether Town Counsel has reviewed this policy, that the School recently adopted an AI Policy, whether the Town's AI Policy includes Public Works and School, clarification to the language and definition of "all employees" if the School and Public Works will have their own policy. Mr. Hickey will clarify the language and bring to Public Works for their review and approval.

Motion: Mr. Saunders motioned to adopt the Town of Fairhaven Artificial Intelligence Policy as amended pending reviews by Public Works and Town Counsel. Ms. Mello seconded. The motion passed unanimously (4-0-0).

Discussion on Town Accountant Succession Planning
Mr. Hickey informed the Board that Town Accountant Anne Carreiro plans to retire in 2027 and emphasized the importance of proactive succession planning. An article for the Special Town Meeting proposes using $30,348 in unexpended funds from prior Town Meeting Wage Reserves to support the overlapping employment period needed to recruit, hire, and train her successor, ensuring a smooth transition in this critical Town position.

Declare Surplus Items
Mr. Hickey informed the Board that the required notification period under the new Charter provision for declaring items surplus has elapsed. The surplus list was amended to include additional items (***Attachment F***). He will

review options for auctioning or disposing of the items, including online auction platforms, to determine the most cost-effective approach.

Motion: Mr. Saunders motioned to declare the items listed on page 2 of the agenda as surplus. Ms. Mello seconded. The motion passed unanimously (4-0-0).

Consider Support of Local Letters to the Commonwealth Regarding State Housing and Zoning Proposals

The Board discussed the request and potential clarification of wording to specify what is being asked and to include all local representatives covering the towns signing onto the letter. Mr. Romano was asked to take the suggestions back to the requestor

Motion: Mr. Saunders motioned to approve the local aid letter as amended to include all Local Representatives, to be presented to Senator Montigny and the Local Representative seeking the Commonwealth reconsider the statewide zoning requirements currently being proposed by the State. Ms. Mello seconded. The motion passed unanimously (4-0-0).

Review and Close Special Town Meeting Warrant

Mr. Hickey referred to the warrant draft and the updates to article 4 distributed to the Board tonight (***Attachment G***). There are eight regular articles and one citizen's petition. The Special Bylaw Review Committee submitted a report and the bylaw amendments are in an article.

Motion: Mr. Saunders motioned to close the Special Town Meeting warrant. Ms. Mello seconded. The motion passed unanimously (4-0-0).

TOWN ADMINISTRATOR REPORT

Mr. Hickey reviewed his report (***Attachment H***). He advised the Board he was drafting a proposed budget meeting calendar that would include joint meetings with the Finance and School Committees. Fairhaven TV is hosting the 9th Annual Haunted Halloween at Town Hall on October 30, 2026 starting with a block party at 4:00pm and the event from 5:00-8:00pm inside.

BOARD MEMBER ITEMS / COMMITTEE LIAISON REPORTS

Mr. Saunders had no report

Ms. Mello:

- Ms. Mello attended a conflict of interest webinar
- Ms. Mello attended a lecture on climate risk and resiliency; discussion included climate literacy and mitigation strategies.
- The Commission on Disability met and had a presentation on Special Education Parent Advisory Council (SEPAC)
- The Historical Commission is meeting tonight, they will be discussing an upcoming survey
  Ms. Mello was asked to differentiate the Historical Commission from the Historical Society. The Society is a 501(c) (3), they run the museum on the second floor at the Academy Building. The Commission is appointed by the Select Board with a charge and a small budget; they manage the Town's historical properties

Mr. Trapilo:

- The Atlas Tack Working Group met, Senator Montigny did a site visit. The ATWG is requesting the Select Board authorize the Zoning Board of Appeals to openly discuss use of the site.
- The Budget Working Group met, Public Works Superintendent Vinnie Furtado attended to discuss Public Works related matters. Brief discussion on referring back to the BWG charge due to some discussions being outside of their purview. They asked Mr. Furtado to bring the request back to the BPW to review internal and outsourcing costs of the Wastewater Treatment Plant. The BWG will present recommendations to the Town Administrator to close the budget gap. Mr. Romano asked that requests be sent from the BWG Chair through the Select Board Chair and Town Administrator.

Mr. Romano:

- Mr. Romano met with the Town Administrator and residents. He thanked Ms. Mello and Mr. Trapilo for raising bike path and trash concerns at the bus stops. The concerns are being addressed. Mr. Hickey added that he spoke with SRTA regarding canopies at the stops and the one on Route 6 has a narrow area and an easement would be needed from the property owner.

MINUTES

Motion: Mr. Saunders motioned to accept the Open Session minutes of September 28, 2026 as presented. Ms. Mello seconded. The motion passed unanimously (4-0-0).

Ms. Mello advised the Board that an agenda item to consider the release of Executive Session minutes will be on an upcoming agenda

NEWS AND ANNOUNCEMENTS

The Town board reappointment meeting will be on **Wednesday, October 14, 2026** at 6:00PM, the Legal RFP interviews will be on **Thursday, October 15, 2026** at 2:00PM and the next regularly scheduled Select Board meeting will be on **Monday, October 26, 2026** at 6:30pm. Early voting starts Saturday, October 17, 2026.

The Select Board adjourned at 7:32pm

ATTACHMENTS

A. Memorandum of Agreement, Town of Fairhaven and AFSCME Council 93, Local 851
B. Locations+ schematic/location shooting map
C. Volunteer Opportunities
D. Memorandum of Agreement: Dispatch Union
E. AI Policy draft for introduction
F. Surplus List
G. Special Town Meeting Article 4 update
H. Town Administrator Report

Respectfully submitted on behalf of the Select Board Clerk (ah)

Accepted on October 26, 2026

Attachment A

THE TOWN OF FAIRHAVEN

AND

COUNCIL 93, Local 851 AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES AFL-CIO

This **AGREEMENT** is entered into by and between the Town of Fairhaven, Massachusetts, a Massachusetts Municipal Corporation (the "Town") and American Federation of State, County, and Municipal Employees AFL-CIO, Council 93 (the "Union"), Local 851 (collectively, the "Parties").

WHEREAS, the Town and Union are parties to a collective bargaining agreement (the "CBA") with a term beginning July 1, 2025, and expiring on June 30, 2028;

WHEREAS, the Town and the Union have met to discuss their shared desire to restructure the Highway Department personnel;

WHEREAS, the restructuring would include reclassifying the existing garage staff, eliminating the position of Garage Foreman, and adding the position of Senior Highway Working Foreperson, the details of which are contained herein; and

WHEREAS, the Parties have met to bargain over the potential impact of this change, and the Union assents to these changes, subject to the terms and conditions provided herein.

NOW THERFORE, in consideration of the foregoing and the mutual agreements and understandings set forth herein, the Parties hereto agree as follows:

1. **Senior Highway Working Foreperson**. The Parties agree to add the new position of Senior Highway Working Foreperson to the Union. The Senior Highway Working Foreperson shall have the same duties and responsibilities as a Working Highway Foreperson, as well as the additional administrative and oversight duties described in **Exhibit A**.
    a. **Oversight**. The Senior Highway Working Foreperson shall in the absence of the Highway Superintendent, supervise and oversee the highway working foreperson and other highway department staff down the chain of command and when otherwise deemed appropriate by the Highway Superintendent or DPW Superintendent. Senior Highway Working Foreperson, in the absence of Garage Supervisor, Highway Superintendent, and the DPW Superintendent, shall coordinate daily assignments and tasks as appropriate with the garage staff.
    b. **Qualifications**. To become eligible for the position of Senior Highway Working Foreperson, the employee must have held the title of Working Highway Foreperson for a minimum of five (5) years and demonstrate to the Board of Public Works, and its designee(s), in their collective opinion and discretion, that they possess the

necessary skills and qualifications for performance of the additional administrative responsibilities required of the position.

c. **Out of Grade Pay**. When the Highway Superintendent has a planned absence, the Senior Highway Working Foreperson shall receive a working out-of-grade stipend beginning on the third (3rd) day of the absence at a rate of an additional twelve ($12) dollars per hour, for all hours actually worked. When the Highway Superintendent has an unplanned absence, the Senior Highway Working Foreperson shall receive an additional twelve ($12) dollars per hour for all hours actually worked beginning on the first (1st) day of the absence. Planned absences shall be defined as those for which the Highway Superintendent was able to plan and set the schedule for the following shift. If both the Senior Highway Working Foreperson and the Highway Superintendent are absent, the Highway Working Foreperson shall be paid an additional working out-of-grade stipend of twelve ($12) dollars per hour for all hours actually worked until either the Senior Highway Working Foreperson or the Highway Superintendent returns.

d. **Classification**. This position will be classified as a Grade 10, a schedule for which has been provided as **Exhibit B**.

e. **Filling the Positions**. The Parties agree that at all times the Town shall have a maximum of two (2) employees in the roles of Senior Highway Working Foreperson and Highway Working Foreperson. In the event that there are two (2) employees in the position of Highway Working Foreperson, then the Senior Highway Working Foreperson position shall remain unfilled. If there is an employee in the role of Senior Highway Working Foreperson, then only one employee shall hold the position of Highway Working Foreperson. Moreover, the Town shall never be obligated to fill the position of Senior Highway Working Foreperson and the position may remain vacant until such a time that the Board of Public Works determines that there is a qualified Highway Working Foreperson, in their sole discretion.

f. **Intent of the Position**. This is intended as a promotional career growth opportunity for the existing foreperson and shall not warrant the creation of a third highway foreperson. The Town shall continue to employ two employees in the position of Highway Working Foreperson, with one of the Highway Working Forepersons considered for the distinction of Senior Highway Working Foreman.

2. **Garage Foreman**. The Parties agree to remove the position of Garage Foreman from the Union. The Parties agree that the position is no longer needed and has been made obsolete by other Department restructuring that has taken place over the last five (5) years. As such, this position will be removed from the Union and eliminated from the Department entirely.

3. **Reclassification.** The Parties agree to amend the Grade 9 & 9A classification description to remove references to the Working Foreman Motor Equipment Repairer and replace those Grade 9 references with the title Working Motor Equipment Repairer. Additionally, all the Grade 7 classification of Working Motor Equipment Repairer shall be retitled to the Entry Level Working Equipment Repairer. Qualification for Working Motor Equipment Repairers shall be as described in Section 4(d) herein. All employees currently classified as a Working Motor Equipment Repairer shall maintain that title and receive Grade 9 compensation beginning on the effective date of this Agreement.

4. **CBA Modification.** The Parties agree to modify the Collective Bargaining Agreement ("CBA") accordingly, to include the following amendments:

   a. **Entire CBA.** Remove all language regarding the "Garage Foreman," as this position will be eliminated pursuant to Section 2 of this Agreement.

   b. **Article X, Section 6**: The Parties agree to add a new Section 6 to Article X of the CBA, which shall read as follows:
   "Section 6 – Emergencies Requiring Mechanic Assistance
   In the event of an emergency requiring the assistance of a Mechanic the Senior Working Highway Foreperson, the Foreperson, or Highway Superintendent shall call a Mechanic in to work based on the overtime lists. The Senior Highway Foreperson, Foreperson, or Highway Superintendent shall also be responsible for calling the Garage Supervisor to address the mechanic emergency needs. It shall be the duty of the Garage Supervisor to call for additional Mechanics depending on the severity of the emergency and their assessment of the need for emergency service."

   c. **Article XXIV, Working Out of Classification**: The Parties agree that Article XXIV of the CBA shall be amended by adding the following sentence to the end of the section:

      "In the event of absence of the Garage Supervisor for any reason, the most senior garage staff shall receive a working out-of-grade stipend of six ($6) dollars per hour."

   Moreover, the last paragraph of the Article shall be revised to read as follows:

      "In the event of a planned absence of the Highway Superintendent, for vacation, sick time, personal time, comp time, or leave of absence, the Senior Highway Working Foreperson shall receive a working out-of-grade stipend beginning on the third (3rd) day of the absence at a rate of an additional twelve ($12) dollars

per hour, for all hours actually worked. In the event of an unplanned absence of the Highway Superintendent, for vacation, sick time, personal time, comp time, or leave of absence, the Senior Highway Working Foreperson shall receive an additional twelve ($12) dollars per hour for all hours actually worked beginning on the first (1st) day of the absence. Planned absences shall be defined as those for which the Highway Superintendent was able to plan and set the schedule for the following shift. If both the Senior Highway Working Foreperson and the Highway Superintendent are absent, the Highway Working Foreperson shall be paid an additional working out-of-grade stipend of twelve ($12) dollars per hour for all hours actually worked until either the Senior Highway Working Foreperson or the Highway Superintendent returns."

d. **Schedule B, Compensation Levels.** The Parties agree that Schedule B of the CBA shall be amended by (1) removing references to the Working Foreman Motor Equipment Repairman from the Grade 9A classification description and replacing those references with the title Working Motor Equipment Repairer, (2) adding the position of Entry Level Working Motor Equipment Repairer as a Grade 7 position, and (3) adding the position of Senior Highway Working Foreperson as a Grade 10 position.

Further, Schedule B shall be amended by adding the following language to the end of the Schedule:

"Any mechanic serving a minimum of five (5) years as a Grade 7 mechanic will be *eligible* for promotion to a Grade 9 mechanic position, contingent on the employee's demonstrated qualifications, quality of work, and at the recommendation of the DPW Superintendent and Highway Superintendent. Promotional decisions shall be made by the Board of Public Works. Minimum years of service alone will not guarantee promotion to a Grade 9 position.

Any Highway Working Foreperson serving a minimum of five (5) years in the position shall be *eligible* for promotion to the position of Senior Highway Working Foreperson, contingent on the employee's demonstrated qualifications, quality of work, and at the recommendation of the BPW Superintendent and Highway Superintendent. Promotional decisions shall be made by the Board of Public Works. Minimum years of service alone will not guarantee promotion to the Senior Highway Working Foreperson position."

5. **No Other Change to the CBA.** All other provisions of the existing collective bargaining agreement, not contrary to these terms, shall apply.

6. **Impact Bargaining.** The Parties acknowledge that all obligations to impact bargaining have been met and this Agreement resolves any and all of the Union's concerns regarding restructuring of the highway Department or any other related changes detailed herein.

7. **Past Precedent**. This Agreement does not establish precedent for any future cases.

8. **Non-Grievable.** No part of the Agreement shall be subject to the grievance procedure set forth in the CBA, except to enforce the terms within.

9. **Entire Agreement**. This Agreement contains the entire agreement between the Town and the Union and may not be modified, altered, or extended except in writing signed by the Parties.

10. **Free Act.** The Parties have carefully read the foregoing Agreement, know the contents thereof, and sign the same as their own free acts.

WHEREFORE, in Witness Whereof, the Parties have executed this Agreement on the last date signed below by the Parties.

FOR THE UNION

_____
John Roberts, Staff Representative
Council 93
Dated: _____

_____
NAME, Steward, Local 851
Dated: _____

FOR THE TOWN OF FAIRHAVEN:

_____

Dated: _____

APPROVED AS TO FORM:

_____
Kate Feodoroff, Labor Counsel
Dated: _____

Exhibit A

Senior Working Highway Foreperson Additional Responsibilities

Exhibit B

Compensation Schedule (07/01/2026 through 12/31/2026)

SCHEDULE "A"

July 1, 2026 to December 31, 2026

1.0%

	1	2	3	4	5	6	7
1	17.96	18.50	19.06	19.63	20.21	20.82	21.44
2	18.85	19.44	20.03	20.64	21.25	21.89	22.54
3	19.81	20.88	21.51	22.15	22.81	23.49	24.20
4	20.83	21.52	22.16	22.82	23.50	24.21	24.93
5	22.10	22.84	23.53	24.24	24.96	25.72	26.48
5A	22.65	23.38	24.08	24.80	25.54	26.32	27.10
6	23.24	24.07	24.80	25.53	26.31	27.09	27.91
6A	23.75	24.64	25.35	26.11	26.89	27.70	28.53
7	25.30	26.52	27.35	28.15	29.00	29.87	30.77
7A	25.83	27.05	27.85	28.70	29.56	30.45	31.37
8	27.52	29.78	30.65	31.56	32.51	33.48	34.49
8A	28.05	30.31	31.23	32.15	33.11	34.11	35.13
9	28.30	30.56	31.48	32.43	33.41	34.41	35.44
9A	28.57	30.84	31.77	32.70	33.68	34.70	35.75
10	29.43	31.15	32.08	33.05	34.04	35.06	36.11
10A	30.31	32.15	33.11	34.11	35.13	36.19	37.27

THE TOWN OF FAIRHAVEN

AND

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WHEREAS, the Town and Union are parties to a collective bargaining agreement (the "CBA") with a term beginning July 1, 2025, and expiring on June 30, 2028;

WHEREAS, during negotiations for the most recent, successor CBA in late 2025, the Parties amended Article XXVII regarding the drug and alcohol screening process and obligations of the Parties;

WHEREAS, the Parties acknowledge that the amendments agreed to were unfavorable for both Parties and the amendments are not compliant with federal standards regarding drug and alcohol testing of employees with CDLs; and

WHEREAS, the Parties agreed to further revise Article XXVII, have met to bargain over the potential impact of these amendments, and the Parties assent to these amendments, subject to the terms and conditions provided herein.

NOW THERFORE, in consideration of the foregoing and the mutual agreements and understandings set forth herein, the Parties hereto agree as follows:

1. **Amendments to Article XXVII**. The Parties agree to delete the existing language of Article XXVII in its entirety and replace it with the following:

ARTICLE XXVII – DRUG AND ALCOHOL SCREENING

(a) The Chairperson of the Board of Public Works and/or his Appointee (for purposes of this article referred to as "Supervisors") upon reasonable cause based upon an employee's conduct, may require that employee to submit a test sample for drug and alcohol screening by means of the required testing procedures approved by the Department of Transportation/Federal Highway Administration (D.O.T.) and published in the Federal Register 49 CFR, Parts 382 et al to detect the presence of non-prescribed drugs or controlled substances. A test sample must thereafter be provided upon the request of the "Supervisors."

(b) The affected employee may initiate a review of the Supervisor's directive. If requested, the Supervisor's directive shall be reviewed by a special panel. The panel shall consist of

one Board of Public Works member, one Department Head appointed by the Supervisor(s), and one employee appointed by the Union, with no individual to serve on consecutive panels for review of drug testing and alcohol directives. The purpose of review is to decide only whether the Supervisor(s) has information, which establishes probable cause to request a screening. The panel will meet and have the right to request corroborating information, if any, from the Supervisor(s) in order to assist their review. Such special review shall be conducted and concluded within twenty-four (24) hours of the time the Supervisor(s) required the test sample, or as soon thereafter as is practicable.

(c) If the special review panel concludes that the drug or alcohol screening is warranted, such testing shall be conducted. If the panel finds that the test is not warranted, the sample shall not be tested and shall be destroyed.

(d) At the time the test sample is provided by the employee, an original non-tested sample will be given to the employee upon request whether or not testing is conducted by the Town.

(e) The results of the drug or alcohol screening test shall be given to the Supervisor(s) and the employee. In order for any test results to be accepted, the Town must demonstrate that the chain of custody of any samples has been preserved.

(f) The Town retains the right to impose discipline based upon the results of the screening test. An employee retains Civil Service right as provided in M.G.L. Chapter 31. However, the first instance of obtaining a positive screening test as provided in this Article will not alone be grounds for discharge; such results will result in a program of counseling; assistance and/or clinical treatment for first offenders. Any discipline imposed shall be stayed for first offenders during any period of rehabilitation. This shall not cause loss of seniority.

(g) It is agreed that the parties will make every effort to protect privacy and confidentiality, and that there is no intention to waive any employee's constitutional rights in the establishment of these procedures.

(h) Random Testing: The Board of Public Works has the authority to conduct random testing for non-prescription drugs; controlled substances and alcohol. The testing procedure shall conform to the D.O.T. regulations. The Town shall hire an outside firm to determine the random testing of personnel. The firm shall provide random selection and testing services to ensure employees are selected objectively and fairly by computer for random testing; provided, however, that the selected firm shall ensure) that no employee shall be picked in more than two consecutive quarters unless the Town has reasonable suspicion to conduct testing in further consecutive quarters. Services for testing shall be certified laboratory services NIDA, (National Inst. Of Drug Abuse). Any language in Article 27

which does not conform to U.S. Department of Transportation Federal Highway Administration Regulations, shall be deemed null and void.

2. **No Other Change to the CBA.** All other provisions of the existing collective bargaining agreement, not contrary to these terms, shall apply.

3. **Impact Bargaining.** The Parties acknowledge that all obligations to impact bargaining have been met and this Agreement resolves any and all of the Union's concerns regarding the CBA's drug and alcohol screening process or any other related changes detailed herein.

4. **Past Precedent.** This Agreement does not establish precedent for any future cases.

5. **No Grievance.** No part of the Agreement shall be subject to the grievance procedure set forth in the CBA, except to enforce the terms within.

6. **Entire Agreement.** This Agreement contains the entire agreement between the Town and the Union and may not be modified, altered, or extended except in writing signed by the Parties.

7. **Free Act.** The Parties have carefully read the foregoing Agreement, know the contents thereof, and sign the same as their own free acts.

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FOR THE UNION

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John Roberts, Staff Representative
Council 93
Dated: _____

_____
NAME, Steward, Local 851
Dated: _____

FOR THE TOWN OF FAIRHAVEN:

_____
Dated: _____

APPROVED AS TO FORM:

_____
Jane Friedman, Labor Counsel
Dated: _____

Attachment B





Attachment C

Board or Committee	Vacancy available	Deadline to apply
Belonging Committee	One Member	open until filled
Cable Advisory Committee	Two Members	open until filled
Cultural Council	Two Members, 3-year term	open until filled
Historical Commission	Associate Members, not to exceed number of Full Members	open until filled
Lagoa Friendship Pact Committee	One Member	open until filled
Livable Streets Committee	Unlimited	open until filled
Applicants will be advised of the date the Board will consider appointment requests		***Terms are 1-year unless indicated***

As of 10/8/2026

Attachment D

Commonwealth of Massachusetts
TOWN OF FAIRHAVEN
POLICE DEPARTMENT
1 Bryant Lane
Fairhaven, MA 02719
Phone 508-997-7421
Fax 508-997-3147
www.fairhavenpolice.org

Daniel M. Dorgan
Chief of Police

October 10 2026

From: Daniel M. Dorgan, Chief of Police

Fairhaven Police Department

To: Keith Hickey, Town Administrator

Mr. Hickey,

As requested I am writing you to outline the financial impact of the proposed agreement between the Town of Fairhaven and NEPBA Local 65, Dispatcher's Union. This agreement is for a two year period beginning July 1, 2026 through June 30, 2028, thus placing all union contracts in the same time frame. The proposed wage scale increase is aligned with the raises given to other town unions, with a 1% increase July 1, 2026, a 1% increase January 1, 2027, a 1% increase July 1, 2027, and a 2% increase on June 30, 2028.

This agreement also implements a 2% differential to the day shift, a 1.5% increase to evening shift and a 2.5 % increase in differential to midnight shift. At the current time there is no full-time dispatcher assigned to the midnight shift at the Fairhaven Police Department. This agreement covers three full time employees in the bargaining unit.

Below is a breakdown of the 3-year financial impact of the proposed MOA:

Proposed Wage Impact Analysis

Contract Term: July 1, 2026 – June 30, 2028
Base Hourly Rate: $32.36
Proposed Increases: 1% + 1% + 1% + 2%

The proposed wage adjustments are structured to align with the wage increases provided to other Town unions and to bring all union contracts into the same July 1, 2026–June 30, 2028 timeframe.

Wage Schedule

Annual Wage Impact Per Employee

Using a standard **2,080-hour work year**:

Rate	Annualized Wage
$32.36	**$67,308.80**
$32.68	**$67,974.40**
$33.01	**$68,660.80**
$33.34	**$69,347.20**
$34.01	**$70,740.80**

At the conclusion of the agreement, an employee working 2,080 hours annually would earn approximately **$3,432 more per year per employee** than at the original $32.36 rate.

Financial Impact of Shift Differentials

The employees currently have differentials of **0%, 1.25%, and 2.5%**, and the proposed differentials would become **2%, 3%, and 4%**, respectively.

Assuming the differential is applied to the **$32.36 base rate**, here is the revised wage impact.

Revised Wage Schedule

Effective Date	Employee 1	Employee 2	Employee 3
Base rate – $32.36	$32.36	$32.76	$33.17
July 1, 2026 – +1%	$32.68	$33.09	$33.50
January 1, 2027 – +1%	$33.01	$33.42	$33.83
July 1, 2027 – +1%	$33.34	$33.75	$34.17
June 30, 2028 – +2%	**$34.01**	**$34.43**	**$34.85**

However, the above table reflects the **current** differentials. If the proposed contract changes the differentials to **2%, 3%, and 4%**, the starting rates become:

Employee	Current Differential	Current Rate	Proposed Differential	Proposed Starting Rate
Employee 1	0%	$32.36	**2%**	**$33.01**
Employee 2	1.25%	$32.76	**3%**	**$33.33**
Employee 3	2.5%	$33.17	**4%**	**$33.65**

Proposed Rates Including All Contractual Raises

Annualized Cost

Employee	Current Annualized Rate*	Proposed Final Annualized Rate	Annual Increase
Employee 1 — 2% differential	$67,308.80	**$72,155.20**	**$4,846.40**
Employee 2 — 3% differential	$68,140.80	**$72,862.40**	**$4,721.60**
Employee 3 — 4% differential	$68,993.60	**$73,548.80**	**$4,555.20**
Total	**$204,443.20**	**$218,566.40**	**$14,123.20**

Overall Impact

Under the revised proposal:

- **Employee 1:** 0% → 2% differential
- **Employee 2:** 1.25% → 3% differential
- **Employee 3:** 2.5% → 4% differential
- All three then receive the contractual **1% + 1% + 1% + 2%** wage increases.
- The final hourly rates would be approximately **$34.69, $35.03, and $35.36.**
- Combined annualized payroll would increase from approximately **$204,443.20 to $218,566.40**.
- **Total annualized payroll impact: $14,123.20.**

I would be happy to answer any questions either you or the board have and to give further clarification that is needed. For context, all FY27 wage increases along with differentials are covered by the budget appropriation approved for FY27, there will be no need to request money at Town Meeting to fund the FY27 increases.

Respectfully,

Daniel M. Dorgan

Chief of Police

Fairhaven Police Department

MEMORANDUM OF AGREEMENT

TOWN OF FAIRHAVEN

AND

NEW ENGLAND POLICE BENEVOLENT ASSOCIATION LOCAL 106

This Memorandum sets forth the material terms of a successor Collective Bargaining Agreement (the "CBA") reached between the Town of Fairhaven (the "Town") and the New England Police Benevolent Association Local 106 (the "Union") (collectively, the "Parties") for a two-year extension of the existing CBA, subject to approval by the Selectboard, and funding by the Town Meeting as required by law.

The current CBA, which expired on June 30, 2026, shall be extended for a period of two years, beginning on July 1, 2026, through June 30, 2028. The following provisions represent the material changes in the Parties' agreement through June 30, 2028.

1. GENERAL AGREEMENTS

In addition to the amendments noted below, the Parties agree to integrate this Memorandum of Agreement with the existing employment contract, as well as make non-substantive modifications to the form of the employment contract to correct typographical and grammatical errors.

2. ARTICLE 12: PAID HOLIDAYS

Amend Article 12 as follows by deleting the language denoted with a strikethrough and adding the language as emboldened and underlined:

Section 1: The following shall be deemed paid holidays:

New Year's Day	Memorial Day	Veterans' Day
Martin Luther King Day	President's Day	Patriot's Day
Independence Day	Thanksgiving Day	Labor Day
Columbus Day	Christmas Day	Juneteenth Day

For Full-time dispatchers, Holiday pay shall be one-fifth of the employee's weekly salary and shall be paid to each employee over and above his/her weekly salary whether he/she worked the holiday, was on vacation, injury or sick leave. An employee may request to receive eight (8) hours of straight compensatory time off in lieu of payment for a holiday. Accumulated holiday compensatory time shall not be carried over from one calendar year to another. This section shall not be construed to infringe on the right of officers to be paid for holidays.

Listed holidays apply to full-time dispatchers only. Part-time Operators will get ~~one (1)~~ **two (2)** hours extra pay at straight time for every four (4) hours worked on any holiday.

Section 2: Any full-time Operator shall be given leave from duty with pay on his/her birthday provided he/she has so requested in writing at least two weeks in advance, and that leave shall be deducted from other leave available to him/her at the time, which may include vacation, holiday, personal days or other accumulated time.

Section 3: ~~Effective July 1, 2018;~~ If an employee works on any of the holidays listed below, he/she shall be paid time and one half (1½) their normal rate of pay for all hours worked, in addition to his/her holiday pay. **Full-time operators shall receive an additional four (4) hours holiday pay at straight time for each shift worked on the below listed holidays.**

Thanksgiving Day and Christmas Day

3. ARTICLE 16: PERSONAL DAYS

Amend Article 16 as follows by deleting the language denoted with a strikethrough and adding the language as emboldened and underlined:

Section 1: An employee will be entitled to ~~three (3)~~ **four (4)** personal days. These days will be taken during the year ~~from~~ **between** July 1 to June 30 **(inclusive)**. If an employee has not worked a full year his/her personal days will be prorated based on the number of months worked, provided that personal days will not accrue during the first six (6) months of employment.

Personal day requests must be made to the Chief of Police at least twenty-four (24) hours in advance except in the case of an emergency.

Personal days will not be paid to the employee at the time of resignation.

Section 2: Part-time dispatchers do not receive personal days.

4. ARTICLE 32: SHIFT DIFFERENTIAL

Amend Article 32 as follows by deleting the language denoted with a strikethrough and adding the language as emboldened and underlined:

Employees shall be paid an additional shift differential for hours worked between the following hours:

~~4:00 pm – 12:00 midnight – (2.5%) per hour~~

~~12:00 midnight – 8:00 am – (3.5%) per hour~~

8:00 am to 4:00 pm 2% per hour

4:00 pm to 12:00 am 4% per hour

12:00 am to 8:00 am 6% per hour

5. ARTICLE 31: WAGES ("SCHEDULE 'A' WAGES")

Amend "Schedule 'A' Wages" under Article 31 as follows by deleting the language denoted with a strikethrough and adding the language as emboldened and underlined:

~~SCHEDULE "A" WAGES~~

-	-	~~FY 23~~	~~FY 24~~	~~FY 25~~
~~1~~	-	~~25.00~~	~~25.50~~	~~26.01~~
~~2~~	-	~~27.00~~	~~27.54~~	~~28.01~~
~~3~~	-	~~30.50~~	~~31.10~~	~~31.73~~

SCHEDULE "A" WAGES

-	**FY 27 (Effective 7/1/2026)**	**FY 27 (Effective 1/1/2027)**	**FY28 (Effective 7/1/2027)**	**FY 28 (Effective 1/1/2028)**	**FY 28 (Effective 7/1/2028)**
1	**$26.80**	**$27.07**	**$27.34**	**$27.34**	**$27.89**
2	**$28.86**	**$29.15**	**$29.44**	**$29.44**	**$30.03**
3	**$32.69**	**$33.02**	**$33.35**	**$33.35**	**$34.02**

[SPACE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE TO FOLLOW]

THIS AGREEMENT has been executed by the duly authorized representatives of the Town of Fairhaven and the New England Police Benevolent Association Local 106, subject to Town Meeting funding.

Town of Fairhaven
Select Board,

N.E.P.B.A. Local 106,

_____
Andrew Romano, Chair

_____
President

_____
Natalie A. Mello, Vice-Chair

_____

_____
Pamela Kuechler, Clerk

_____
Andrew B. Saunders, Member

_____
Richard Trapilo, Member

Date:_____

Date:_____

Approved as to legal form:

_____
Kate Feodoroff, Labor Counsel

Attachment E

ARTIFICIAL INTELLIGENCE (AI) USE POLICY
(DRAFT)

The Town of Fairhaven recognizes the potential benefits of generative AI tools to improve efficiency, creativity, innovation, communication and public service delivery. At the same time, use of these tools must be carefully managed to protect residents, employees, elected and appointed officials, and the Town from risks associated with improper handling of sensitive data. This policy establishes guidelines for appropriate and responsible use of Generative AI.

These Guidelines are adopted pursuant to and supplement the Town of Fairhaven Internet, E-Mail and Computer Use Policy. All use of artificial intelligence technologies in connection with Town business remains subject to the requirements, restrictions, monitoring provisions, reporting obligations and enforcement mechanisms contained within that policy and all other applicable Town policies.

Generative AI tools are intended to assist employees in performing their duties and may not replace employee judgement, professional expertise, legal obligations, required approvals, or established decision-making processes.

This policy ensures the Town of Fairhaven responsibly leverages the benefits of Generative AI while safeguarding sensitive information and upholding public trust.

DEFINITIONS

Artificial Intelligence (AI): A technology solution, system, or machine that typically requires human intelligence (reasoning, language generation, pattern recognition, research, analysis and decision-making abilities) and is meant to mimic human intelligence to perform tasks while iteratively improving itself based on the information it collects.

Generative Artificial Intelligence (Generative AI) refers to a class of AI systems capable of creating new, original content such as text, images, audio, video, software code, summaries, or other media based on user prompts, inputs, and existing data. Unlike traditional AI, which typically classifies or predicts based on existing data, generative AI can produce new outputs that resemble human-created work.

Sensitive Information includes any data or information relating to specific individuals, businesses, business partners, service providers, Town systems, transactions, or operations where disclosure could cause harm to the Town or another party. Sensitive information includes but is not limited to personally identifiable information (PII), financial information, personnel records, medical information, security information, legal communications, executive session materials, information exempt from disclosure under the Massachusetts Public Records Law, and other information protected by law or Town policies.

POLICY

1. **Purpose.** The purpose of this policy is to define the permitted and prohibited uses of Generative AI within Town government, ensuring compliance with state and federal laws, protecting confidential information, and maintaining public trust.

2. **Scope**. This policy applies to Town of Fairhaven employees, elected and appointed officials, contractors, volunteers, and any other individuals who use Generative AI tools for Town business.

3. **Prohibited Data.** The following categories of sensitive information must not be entered into any AI prompt or system:
    - Personally Identifiable Information (PII): names with addresses, dates of birth, SSNs, or contact details.
    - Protected Health Information (PHI): medical, mental health, or disability-related records (HIPAA-covered).
    - Legal Advice.
    - Security and Infrastructure Data: IT systems, passwords, vulnerabilities, emergency response plans, or law enforcement data.
    - Resident and Community Data: tax accounts, billing information, social services records, complaints tied to individuals.
    - Other Confidential Data: information exempt under Massachusetts Public Records Law.

4. **Permitted Uses.** Generative AI may be used for the following purposes, provided no prohibited data is included:
    - Drafting communications (emails, memoranda, reports, policies, presentations) or public messaging using non-sensitive information.
    - Summarizing publicly available documents or meeting notes.
    - Conducting research using publicly available information.
    - Creating templates, forms, or standard operating procedures (SOPs).
    - Brainstorming ideas and developing outlines.
    - Translation assistance.
    - Formatting, editing and improving written content.
    - Assisting with public communications and publications where appropriate review is performed.

5. **Prohibited Uses and Data.**

Generative AI shall not be used as the sole basis for:

- Personnel decisions
- Legal determinations
- Procurement evaluations

- Public Safety decision
- Regulatory enforcement

Employees shall not use or enter data into Generative AI tools to:

- Generate legal determinations, personnel decisions, or disciplinary actions without human review and approval
- Conduct unlawful, discriminatory, harassing or unethical activities
- Knowingly generate false or misleading information
- Circumvent cybersecurity controls or procurement procedures
- Use personal AI accounts for Town business
- Violate any local, state, or federal law

6. Oversight and Review.

- All output generated by AI must be reviewed by a Town employee for accuracy, bias, completeness and appropriateness prior to use, publication, distribution, or reliance in any official capacity.
- Employees remain responsible for the accuracy, appropriateness, legality, completeness, and quality of all work generated with the assistance of AI technologies.
- Employees shall verify factual claims using trusted and authoritative sources (not AI).
- Violations may result in disciplinary action consistent with Town policies and collective bargaining agreements.
- AI-generated output shall be treated as draft material until and unless independently reviewed and validated by a Town employee.
- Employees shall disclose the use of AI-generated content in public facing materials where AI substantially shaped the final content, including official reports, public notices, meeting minutes, and communications issued on behalf of the Town.

7. **Future Applications and Approval.** The Town of Fairhaven will continue to explore potential applications of generative AI in municipal government to enhance efficiency, transparency, and service delivery. Any uses of AI not explicitly permitted in this policy must be discussed with and receive prior approval from the Town Administrator before implementation.
   These Guidelines shall be reviewed periodically and may be updated as necessary to address changes in technology, cybersecurity risks, legal requirements, operational needs, and industry best practices.

8. **Authority.** These Guidelines are issued under the authority of the Town Administrator and pursuant to the Town of Fairhaven Internet, E-Mail and Computer Use Policy.

Attachment F

Agenda Item D3

Declare Surplus Items

ITEM	DESCRIPTION (if applicable)	Department	#
Large metal desktop file organizer	silver, approx 16" long with 4 slots	Town Hall	2
Random desktop pen/pencil holder	one clear, one light teal	Town Hall	2
11 piece ratchet set	Craftsman Ratchet Set	Police Dept	1 set
24" crescent wrench	Jobsmart Crescent Wrench	Police Dept	1
20 oz hammer	Milwaukee Hammer	Police Dept	1
Estwing Camper's Axe	Camper's Axe	Police Dept	1
Monster Wireless Speakers	Monster Wireless Speakers (new)	Police Dept	5
2005 Chevy Tahoe	Frame deemed unsafe - rot	Fire	1
Welding tanks and cart	Old units, tanks need to be tested, not needed	Fire	1
Arc Air Tool	Old unit, no longer needed	Fire	1 kit
1988 Nissan Outboard 70 HP motor	1988 Nissan Outboard 70 HP motor	Harbormaster	1
2012 Ford E-Series Van	129,287 miles, rotted frame, deemed unsafe, surplus-parts	Council on Aging	1
2011 Ford F250	Rotted frame, deemed unsafe - Surplus Parts	School Department	1
2007 Ford F250	Rotted frame, doesn't drive, deemed unsafe - Surplus Parts	School Department	1

ATTACHMENT G

ARTICLE 4: SEWER ENTERPRISE FUNDS

To see if the Town will vote to transfer the remaining balance of the West Island Treatment Plant Capital Improvements from Article 17C.of the Special Town Meeting of October 20, 2020 in the amount of $253,156 into the Sewer Nitrogen Plant Article 15A of the June 18, 2022 Town Meeting, or take any other action relative thereto.

Petitioned by: Board of Public Works

Attachment H

Town of Fairhaven
Report of the Town Administrator
October 13, 2026

Financial Updates

- The Town was notified that four grants had been awarded to Fairhaven over the past two weeks.
  - The Department of Education and Secondary Education awarded the School Department a grant for Middle School Career Connected Learning on the amount of $5,500.
  - Seaport Economic Council awarded the Town $45,000 to design improvements to Pease Park.
  - The Executive Office of Public Safety & Security awarded the Town $34,683 for the purchase of digital radar signs and fund additional traffic and crosswalk violation enforcement patrols.
  - The Information Technology Department was awarded a three-year grant for $35,000 annually to upgrade for antivirus software with endpoint detection and response.

Project Updates

- The bike path detour abutting the Atlas Tack property has been reestablished.

Personnel Update

- There are no personnel updates this week.

Miscellaneous Updates

- The Fairhaven Recreation Department will be hosting a Halloween Spookfest on October 23rd from 6:00-8:00 pm. There will be crafts, costume and pumpkin decorating contests, haunted games and treats.
- The Recreation Department is also hosting a family Bingo night on Thursday, November 5th from 5:30-7:30. There is no cost to attend. You will receive a bingo card for every nonperishable food item you bring.
- Residents, property owners, business owners, and community members are invited to attend a public forum to learn about the Town of Fairhaven's Historic Property Survey Plan Project and provide input on historic preservation efforts through the community.

  The forum will be held on October 20, 2026 at 6pm in the Town Hall. The goal of the Historic Property Survey Plan Project is to identify those residential and commercial buildings and sites important to the history of Fairhaven and that warrant further research.