

**Revised**



**FAIRHAVEN BOARD OF SELECTMEN**  
**Meeting Agenda**  
**Monday, March 8, 2021**  
**6:30 p.m.**  
**Town Hall – 40 Center Street – Fairhaven**

RECEIVED  
TOWN CLERK

2021 MAR -4 P 4:14

FAIRHAVEN,

Due to the recent changes by Governor Baker to the Open Meeting Law, G.L. c. 30A, § 20A, we are providing public access via the phone number and meeting ID below:

<https://zoom.us/j/94098305540?pwd=L0NCUmQ0dURJVkpRbU8vM2dxMSswdz09>

or call: 1-929-205-6099

**Meeting ID: 940 9830 5540**

**Passcode: 375540**

The meeting can also be viewed live on Channel 18 or on FairhavenTV.com

**A. MINUTES**

1. Approve minutes of February 16, 2021– Open Session
2. Approve minutes of February 22, 2021– Open Session
3. Approve minutes of February 22, 2021 – Executive Session
4. Approve minutes of February 23, 2021– Open Session
5. Consider the release of Executive Session minutes from 2014-2020, as redacted

**B. TOWN ADMINISTRATOR'S REPORT**

**C. COMMITTEE LIAISON REPORTS**

**D. ACTION**

1. Disclosure by Non-Elected Municipal Employee of Financial Interest: Rogers Reuse Committee
  - a. Beverley Rasmussen
  - b. Gail Isaksen
2. Request to join Commission on Disability
  - a. Marcus Ferro (appointed official position)
3. Permission to use town property (Grimshaw Park) for Yoga, Pam Teves, Instructor
4. Event Permit: Pyramid Productions—March 31- April 4
5. Event Permit: Fairhaven Improvement Summer Concert Series, July 15, July 22, July 29, August 5 and August 12, 2021
6. Sale of Oxford School – approval of deed, easements and closing documents
7. 20 Yankee Lane- Chapter 61A letter updated
8. Appointment of Poll workers for Annual town election, April 5, 2021

**E. APPOINTMENTS**

1. 7:00 pm: Transfer of Restaurant/ All Alcohol license and Pledge of said license: JCR Bar & Grill, d/b/a Off the Hook

**F. POSSIBLE ACTION/DISCUSSION**

1. **Discuss the sale of Rogers School**
2. To consider changing the date of the May 1, 2021 annual town meeting
3. Disposition of Union Wharf

4. Elevation Retail—Community Host Agreement
5. Discuss Town Administrator Interview
6. Review Budgets
  - a. FY22 Capital Budget
  - b. FY22 Cable Enterprise Budgets

**G. NOTES AND ANNOUNCEMENTS**

1. The next regularly scheduled meeting of the Board of Selectmen is **Monday, March 22, 2021** at 6:30 p.m. in the Town Hall Banquet Room.

**ADJOURNMENT**

*Subject matter listed in the agenda consists of those items that are reasonable anticipated (by the Chair) to be discussed. Not all items listed may be discussed and other items not listed (such as urgent business not available at the time of posting) may also be brought up for discussion in accordance with applicable law.*

*MGL, Ch. 30A, § 20(f) requires anyone that intends to record any portions of a public meeting, either by audio or video, or both, to notify the Chair at the beginning of the meeting.*



## Fairhaven Board of Selectmen Meeting Minutes February 16, 2021

**Present:** Chairman Daniel Freitas Vice-Chairman Robert Espindola, Selectman Keith Silvia, and Cable Access Director Derek Frates.

**Present via Zoom:** Community Paradigm Consultant Bernard Lynch, Administrative Assistant Vicki Oliveria

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

Chairman Freitas opened the meeting at 5:07 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.*

Chairman Freitas turned the meeting over to Bernard Lynch. Mr. Lynch has prepared a series of questions for each candidate. The Candidates all met with the Board via Zoom.

### **Interview of Town Administrator Finalists**

#### **Jennifer Callahan**

Ms. Callahan told the Board she has 25 years’ experience in municipal government and is currently the Town Manager in Oxford, MA. Ms. Callahan said she has a diverse background having served as a Selectwoman in Sutton, School Committee member, Millville’s Town

Administrator, served in the House of Representatives, 18<sup>th</sup> Worcester District and has held a nursing degree for 31 years. (Attachment A)

Mr. Lynch and the Board of Selectmen asked a series of questions of Ms. Callahan regarding her job experiences.

*The Board took a recess at 6:06 pm and the meeting resumed at 6:09 pm due to a technical difficulty.*

Ms. Callahan finished answering the questions and thanked the Board for their time and consideration.

*The Board took a recess at 6:29 pm and the meeting resumed at 6:36 pm*

### **Thomas Hutka**

Mr. Hutka has many years' experience in municipal government and most recently was the Director of Public Works in Broward County, FL. Mr. Hutka told the Board his whole career has been dedicated to local Governments. He has worked as a Bond Rating Specialist for Standard and Poor's, Deputy County Manager, and Director of Municipal Program Management throughout his careers. He holds a Master Public Administration Degree from Harvard University, BSE Civil Engineering from Princeton University and a Certified Public Manager program from Florida State. (Attachment B)

Mr. Lynch and the Board of Selectmen asked a series of questions of Mr. Hutka regarding his job experiences.

*The Board took a recess at 7:37 pm and the meeting resumed at 7:45 pm*

### **Ari Sky**

Mr. Sky told the Board he 30 years' experience in governmental budgeting and financial administration and is currently the Chief Financial Officer for the City of New Bedford. Mr. Sky has 25 years' experience as a senior manager in four jurisdictions and holds a Bachelor of Arts (politics & History) from Brandeis University and a Master of Public Administration from the American University in Washington, DC. (Attachment C)

Ms. Callahan and Mr. Sky said they would be able to start if giving the position in 30-60 days upon notice to their current employer. Mr. Hutka would need some notice to be able to move from Florida.

Mr. Silvia feels that Wendy Graves, the interim Town Administrator, should have been given an interview for the position of Town Administrator because she has been filling the role as the interim town administrator. Mr. Espindola feels the search committee did what was tasked of them to do in finding the qualified candidates and the Board should remain with the three finalists.

Mr. Silvia made a motion to interview Wendy Graves for the Town Administrator position. Mr. Freitas seconded. Vote passed (2-1)

The Board will meet on Tuesday, February 23, 2021 at 4:30 to interview Ms. Graves.



Mr. Espindola made a motion to appoint Ms. Callahan as the Town Administrator. There was no second. The motion failed.

The Board tabled the rest of the agenda:

- Vote to Select and Appoint Town Administrator Pending Successful Negotiations and any Additional Background Checks deemed Necessary
- Vote to Authorize the Chairman and Legal Counsel to Enter into Contract Negotiations with the Selected Town Administrator
- Executive session: To conduct negotiations with non-union personnel pursuant to MGL, Ch. 30A, Sec. 21(a) (2)

Mr. Espindola thanked the Town Administrator screening Committee for their hard work.

At 8:49 pm Mr. Espindola made a motion to adjourn. Mr. Silvia seconded. Vote was unanimous. (3-0)

Respectfully submitted,



Vicki L. Oliveira  
Administrative Assistant

Attachments:

- A. Jennifer Callahan resume
- B. Thomas Hutka resume
- C. Ari Sky resume



## Fairhaven Board of Selectmen Meeting Minutes February 22, 2021

**Present:** Chairman Daniel Freitas Vice-Chairman Robert Espindola, Selectman Keith Silvia, Interim Town Administrator Wendy Graves and Cable Access Director Derek Frates.

**Present via Zoom:** Administrative Assistant Vicki Oliveira and Production Coordinator Erick Sa

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

Chairman Freitas opened the meeting at 6:30 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.*

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### **Minutes**

Mr. Espindola made a motion to approve minutes of January 25, 2021—executive session. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve minutes of February 8, 2021—open session. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve minutes of February 8, 2021 – executive session. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Town administrator's report**

Ms. Graves told the Board that the Town Hall received an anonymous donation of an American Flag in memory of Sergeant Sean Gannon.

Ms. Graves told the Board she attended a meeting with Arch Communities regarding Rogers School.

Ms. Graves said she was involved in a meeting with the School Department, Whitney McClees and the Solar Company regarding the Solar at the schools.

Ms. Graves mentioned a meeting with the Harbormaster regarding construction vessels passing through the Hurricane Barrier and will discuss later in the meeting.

Ms. Graves recently attended the ribbon cutting at BASK, Inc and stated it was well attended.

### **Committee liaison reports**

Mr. Espindola wished the Town of Fairhaven “Happy Birthday”

Mr. Espindola said he had a meeting with Entry Point.

Mr. Espindola said at the Bikeway Committee it was discussed that the complete streets project is in the works and encouraged residents to visit the Bikeway webpage for details.

Mr. Espindola said The Marine Resources Committee will hold a meeting for the public to review the waterways rules and regulations.

Mr. Espindola said at a recent Economic Development meeting it was discussed to have a waiver of fees for businesses on water and sewer bills.

Mr. Espindola told the Board that SRPEDD is offering technical assistant hours again this year.

Mr. Silvia said he spoke to Historical Commission Chair Wayne Oliveira and the Academy project is making progress.

Mr. Freitas said he has a meeting of the Bristol County Commission coming soon.

### **Disclosure by non-elected municipal employee of financial interest**

Rogers Reuse Committee member Doug Brady has filed an ethics disclosure because he is a direct abutter to the Rogers School property. Mr. Brady explained that he had previously filed a disclosure back in 2015 but there have been some recent complaints regarding his appointment to the committee. He therefore, he decided to file another disclosure form to update the records. (Attachment A)

Mr. Silvia made a motion to keep Mr. Brady on the Rogers Reuse Committee and the sign the disclosure form. Mr. Espindola seconded. Vote was unanimous. (3-0)

### **Request to join Conservation Commission**

Mr. Freitas said there was a request to join the Conservation Commission. Mr. Espindola made a motion to appoint Jacob Galary to the Conservation Commission. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Request to join Commission on Disability**

Mr. Freitas said there were two requests to join the Commission on Disability. Mr. Freitas would like to hold Marcus Ferro's appointment to check with Town Counsel because Mr. Ferro is currently a member of the Board of Public Works, and per town by-law may not be able to serve on another committee. The Board will table this until the next meeting.

Mr. Espindola made a motion to appoint Glenn Gabbord to the Commission on Disability. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **COLA for non-union personnel**

*Mr. Silvia left the room at 6:56 pm because his wife is a non-union employee of the town.*

Ms. Graves explained that the union employees will be getting a 2% COLA (cost of living adjustment) for FY22 and this is to be consistent for all employees.

Mr. Espindola made a motion to approve the 2% COLA increase for all Non-Union employees. Mr. Freitas seconded. Mr. Silvia abstained. Vote passed. (2-0-1)

*Mr. Silvia returned to the meeting at 6:58 pm*

### **Annual Board of Selectmen/Town Administrator Town Report**

Mr. Espindola said the accomplishments of the year are impressive and there was a lot of hard work from the staff.

Mr. Espindola made a motion to approve the 2020 annual town report for the Board of Selectmen/Town Administrator. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Statement of No Objection**

Harbormaster Tim Cox spoke to the Board via Zoom and explained that at a recent meeting, the Army Corps of Engineers has requested a Statement of No Objection to be signed jointly by the Town of Fairhaven and the City of New Bedford. Mr. Espindola told the Board he had a recent conversation with Mayor Mitchel on this subject and the city is looking for the support of the town.

*The Board took a recess at 7:08 pm to contact Mayor Mitchell*

*The Board returned at 7:10 pm*

New Bedford counsel Blair Bailey joined the meeting via Zoom and stated that the city has done extensive research on this issue. Greg Dolan, terminal manager at the New Bedford Marine Commerce Terminal for the Massachusetts Clean Energy Center (Mass DCE), explained the scope of the letter to the Board stating that Mass DCE is a co-applicant with the Army Corps of Engineers.

At 7:27 pm Attorney Crotty joined the meeting via Zoom and said the Army Corps of Engineers is asking for approval to access the hurricane barrier from New Bedford and Fairhaven. The city has proposed a joint response to the Army Corps with some provisions in place in the event that there was damage to the storm barrier when the barges pass through. The parts to the hurricane barrier are custom made so it is recommended to have the parts available if something gets damaged. If the gates to the barrier were damaged and cannot be closed there could be flooding to the harbor if there was a storm. (Attachment B)

Resident Karen Villandry is worried about barges coming through the barrier and putting residents at risk if there should be a breach. Atty Baily assured Ms. Villandry that there is plenty of room for on the sides for these vessels to get through.

Mr. Espindola made a motion to authorize the Chairman to sign on behalf of the Board the "Statement of No Objection" from the Town of Fairhaven "Section 408(a) Request number 408-NAE-2019-2017." Mr. Silvia seconded. Vote was unanimous. (3-1)

### **Entry Point, LLC – Broadband**

Consultant Jeff Christensen from Entry Point, LLC discussed the next steps for the Municipal Light Plant and the Broadband Network. Mr. Espindola said the goal is to educate the public prior to Town Meeting so that the residents can understand before voting at town meeting. Mr. Freitas said the wording on this is confusing to residents.

Mr. Christensen said there will be community engagement through an education campaign using webinars, social media and possibly door to door. The goal is to make sure the public has the most accurate information. He said article 9 of the November 12, 2019 Special Town meeting that stated "To see if the Town will vote to transfer from Town of Fairhaven Cable Television Enterprise Fund Retained Earnings a sum of money to pay for funding a municipal broadband network consultant or take any other action relative thereto" and would like to use some of those funds for the education campaign.

The Board discussed community engagement and the potential article for the May town meeting. Ms. Graves will discuss the article with Attorney Crotty to initiate the process of evaluating and establishing a municipal light plant.

Mr. Espindola said the final report from entry point and the RFP for design build of the fiber network were completed at the last meeting

Mr. Espinidola made a motion to ask the interim Town Administrator Wendy Graves to reach out to Town Counsel and get clarity whether the funds can be used for the purpose of community engagement. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Discuss changes to the town administrator screening and interview process**

Mr. Espindola said he wanted to speak to the Board regarding this and suggested taking a small recess to read some information that recently came up this afternoon. Mr. Espindola feels this is important and the Board needs to move forward with this item because this information is important for tomorrow's meeting.

Mr. Freitas and Mr. Silvia had not read the new information as of this meeting.

Mr. Freitas made a motion to table this item until the Board has all the information that is needed. Mr. Silvia seconded. Vote passed (2-1)

Mr. Espindola made a motion to postpone tomorrow's interview. There was no second.

**FY 21 budgets**

Ms. Graves passed out the budget books to the Board and said there would be more discussion at a later meeting.

At 7:54 pm Mr. Espindola made a motion to enter into Executive session and not to reconvene to open session- pursuant to MGL Ch. 30a § 21 TO:

1. Review of executive session minutes
2. To conduct contract negotiations with non-union personnel pursuant to M.G.L, CH. 30a, sec. 21 (a) (2) -Anne Carreiro
3. And to table: To conduct contract negotiations with non-union personnel pursuant to M.G.L, Ch. 30a, sec. 21 (a) (2)-Wendy Graves

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

Roll Call vote: Mr. Espindola in favor, Mr. Silvia in favor, Mr. Freitas in favor

Respectfully submitted,



Vicki L. Oliveira  
Administrative Assistant

Attachments:

- A. Ethics Disclosure- Doug Brady
- B. No Objection- signed letter





## Fairhaven Board of Selectmen Meeting Minutes February 23, 2021

**Present:** Chairman Daniel Freitas Vice-Chairman Robert Espindola, Selectman Keith Silvia, Interim Town Administrator Wendy Graves and Cable Access Director Derek Frates.

**Present via Zoom:** Town Counsel Tom Crotty, Administrative Assistant Vicki Oliveira, Production Coordinator Erick Sa.

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

Chairman Freitas opened the meeting at 4:30 pm in the Town Hall Banquet Room and read the following statement:

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### **Vote to amend Oxford School option to purchase agreement**

Attorney Crotty explained to the Board that the original agreement with the Stratford Group states the North Fairhaven Fire Station would be cut back from the school property. The town will retain a small portion of the land that the station sits on. This should have been done before the closing of the property as a subdivision but because of a few staff changes it had not been done. The agreement states that after the closing the engineers will put this transfer of the property back in place and the Town will own the fire station and four parking spaces. There

have been no other changes to the original agreement. Stratford Group Attorney Kurt James said his clients agree with the Town. (Attachment A)

Resident Anne Richard questioned why the property would be allowed to close before the subdivision has taken place, and worried what will happen if the Planning Board does not approve the subdivision. Mr. Crotty stated there would be a permanent easement if the Planning Board failed to approve the subdivision. Ms. Richard asked about the roof change to Oxford School. Attorney Crotty told her that was not on the agenda therefore would not be discussed.

Mr. Espindola made a motion to amend the Oxford School Agreement as presented and labeled 2<sup>nd</sup> amendment to purchase. Mr. Silvia seconded. Vote was unanimous. (3-0)

Chairman Freitas said after a lengthy discussion with Town Counsel he is recommending to pass over the rest of the agenda.

Mr. Espindola made a motion to table the interview of town administrator finalist-Wendy Graves. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to table the vote to Select and appoint a Town Administrator. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to table the vote to authorize the Chairman and Legal Counsel to enter into contract negotiations with the selected Town Administrator Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to table Executive Session - To conduct negotiations with non-union personnel pursuant to MGL, Ch. 30A, Sec. 21(a) (2): Town Administrator. Mr. Silvia seconded. Vote was unanimous. (3-0)

At 4:49 pm Mr. Espindola made a motion to adjourn. Mr. Silvia seconded. Vote was unanimous. (3-0)

Respectfully submitted,



Vicki L. Oliveira  
Administrative Assistant

Attachments:

A: Second Amendment to Option to Purchase Agreement

Meeting Date	Recommendation for release	Reason for redaction
<b>2014</b>		
10/21/2014	Ok for final Release with one redaction	Chapter 30, Section 21(a)1 has one final redaction
11/17/2014	Release with redactions	Chapter 30, Section 21(a)6 Real Estate matter Chapter 30, Section 21(a)2
12/1/2014	Ok for final Release with redactions	The TWO redactions are final
12/9/2014	Ok for final Release with redaction	Name redacted is final
12/15/2014	Ok for final Release	no redactions- can release in full
12/22/2014	Ok for final Release	no redactions- can release in full
<b>2015</b>		
1/12/2015	Ok for final Release	no redactions- can release in full
7/6/2015	Ok for final Release	no redactions- can release in full
<b>2016</b>		
6/20/2016	Ok for final Release	no redactions- can release in full
7/11/2016	Ok for final Release	no redactions- can release in full
<b>2018</b>		
8/13/2018	Ok for final Release	no redactions- can release in full
12/3/2018	Ok for final Release	no redactions- can release in full
<b>2019</b>		
2/11/2019	Partial Release	Chapter 30, Section 21(a) 3 ongoing negotiations with non-union
3/25/2019	Partial Release	Chapter 30, Section 21(a) 6 ongoing real estate matter
4/8/2019	Ok for final Release	no redactions- can release in full
5/6/2019	Ok to release	Ok for final Release
5/20/2019	Not set for Release- HOLD	Chapter 30, Section 21(a) 3 ongoing litigation
6/3/2019	Can release with FOUR redactions	Chapter 30, Section 21(a) 6 ongoing real estate matters
7/22/2019	Ok to release	Ok for final Release
8/19/2019	Can release with ONE redaction	Chapter 30, Section 21(a) 6 ongoing real estate matter
9/9/2019	Can release with TWO redactions	Chapter 30, Section 21(a) 6 ongoing real estate matter
10/7/2019	Ok to release	Ok for final Release
10/16/2019	Ok to release	Ok for final Release
11/4/2019	Can release with ONE redaction	Chapter 30, Section 21(a) 6 ongoing real estate matter
11/13/2019	Not set for Release- HOLD	Chapter 30, Section 21(a) 3 ongoing litigation
12/16/2019	Not set for Release- HOLD	Chapter 30, Section 21(a) 6 ongoing real estate matter
<b>2020</b>		
1/29/2020	Not set for Release- HOLD	Chapter 30, Section 21(a) 6 ongoing real estate matter
3/9/2020	Release with ONE redaction	Chapter 30, Section 21(a) 3 ongoing litigation
5/11/2020	Not set for Release- HOLD	Chapter 30, Section 21(a) 3 ongoing litigation
5/28/2020	Not set for Release- HOLD	Chapter 30, Section 21(a) 6 ongoing real estate matter
6/30/2020	Release with ONE redaction	Chapter 30, Section 21(a) 3 ongoing litigation
7/13/2020	Not set for Release- HOLD	Chapter 30, Section 21(a) 3 ongoing litigation

Possible motion: to relase the executive session  
minutes from October 21,2014 through July 13, 2020  
as reccomended by Selectmen Silvia and Attorney  
Crotty as discussed in executive session



D1

Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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## Form submission from: Selectmen's Meeting Agenda Request Form

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Fairhaven MA via Fairhaven MA <cmsmailer@civicplus.com>

Tue, Mar 2, 2021 at 3:31 PM

Reply-To: Fairhaven MA <cmsmailer@civicplus.com>

To: Board of Selectmen <selectmen@fairhaven-ma.gov>

Submitted on Tuesday, March 2, 2021 - 3:31pm

Submitted by anonymous user: 2601:192:8400:9aa:c6:afae:1c46:9a1f

Submitted values are:

==Please provide the following information:==

Name: Sue Loo

Email: [REDACTED]

Address: 91 Farmfield St

Phone: [REDACTED]

Do you wish this request to be confidential? No

How do you prefer to be contacted? Email

Is this item time sensitive? No

Topic you wish to discuss with the Board:

I submitted to you conflict of interest forms for 2 Roger

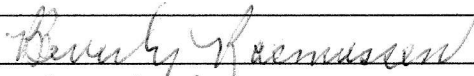
School ReUse Committee members , Bwverly Rasmussen and Gail Isaksen being questioned by Mr Andrew Jones. I am requesting this be put on the agenda for March 8th so we can put this to rest. Thank you.

The results of this submission may be viewed at:

<https://www.fairhaven-ma.gov/node/318/submission/7236>

**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST  
AND DETERMINATION BY APPOINTING AUTHORITY  
AS REQUIRED BY G. L. c. 268A, § 19**

	<b>MUNICIPAL EMPLOYEE INFORMATION</b>
Name:	<b>Beverly Rasmussen</b>
Title or Position:	Rogers – Study / Reuse Committee formerly called the Rogers -Oxford Study Committee
Municipal Agency:	Town of Fairhaven, MA Board of Selectmen
Agency Address:	40 Center Street, Fairhaven, MA 02719
Office Phone:	508-979-4023
Office E-mail:	dfreitas@fairhaven-MA.gov
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
	<b>PARTICULAR MATTER</b>
Particular matter  E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	Please describe the particular matter.  Member of the Rogers Reuse- Study Committee formerly known as the Rogers -Oxford Study Committee. The committee will review RFP's for the assistance in the reuse of the former Rogers School to the Select Board of Fairhaven MA. Vote on particular matters that pertain to the reuse of the former Rogers School building. Vote to advise the select board of a particular matter in regards to the former Rogers School Building. Conduct meetings and provide input as needed in regards to matters pertaining to the former Rogers school building to the select board and any residents that may inquire regarding the former Rogers School building. The committee is an advisory committee only to the Select Board of Fairhaven MA and will provide input on submitted RFP's to the select board and provide input as needed to the select board. The committee will be voting as to recommend or not recommend a certain RFP or particular reuse of the former Rogers School Building.
Your required participation in the particular matter:  E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	Please describe the task you are required to perform with respect to the particular matter. Along with other members of the Rogers Reuse / Study committee to recommend and give advice to the select board regrading the selection of a RFP and potential reuse of the former Rogers School building. Any matters that may pertain to the former Rogers School building that the select board request an opinion on by the committee and its members
	<b>FINANCIAL INTEREST IN THE PARTICULAR MATTER</b>
<b>Write an X by all that apply.</b>	<input checked="" type="checkbox"/> I have a presumed financial interest in the matter based on my daughter owns property and is Within 300 feet to the former Rogers School property. <input type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person

	or organization, and the person or organization has a financial interest in the matter.
Financial interest in the matter	Please explain the financial interest and include a dollar amount if you know it.  I reside at 122 Pleasant Street, though I am not an abutter to the former Rogers School, my daughter owns a house at 113 Pleasant Street and is within 300 feet to the former Roger's School property.
Employee signature:	
Date:	2-12-21

### DETERMINATION BY APPOINTING OFFICIAL

	<b>APPOINTING AUTHORITY INFORMATION</b>
Name of Appointing Authority:	Board of Selectmen – Town of Fairhaven, MA
Title or Position:	Dan Freitas – Chair of the Board
Agency/Department:	Board of Selectmen
Agency Address:	40 Center Street, Fairhaven, MA 02719
Office Phone:	508-979-4023
Office E-mail	Dfreitas@Fairhaven-ma.gov
	<b>DETERMINATION</b>
Determination by appointing authority:	As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.
Appointing Authority signature:	
Date:	
Comment:	

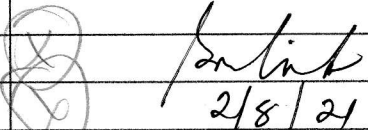
Attach additional pages if necessary.

**The appointing authority shall keep this Disclosure and Determination as a public record.**



**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST  
AND DETERMINATION BY APPOINTING AUTHORITY  
AS REQUIRED BY G. L. c. 268A, § 19**

	<b>MUNICIPAL EMPLOYEE INFORMATION</b>
Name:	<b>Gail Isaksen</b>
Title or Position:	Rogers – Study / Reuse Committee formerly called the Rogers -Oxford Study Committee
Municipal Agency:	Town of Fairhaven, MA Board of Selectmen
Agency Address:	40 Center Street, Fairhaven, MA 02719
Office Phone:	508-979-4023
Office E-mail:	dfreitas@fairhaven-MA-gov
	My duties require me to participate in a particular matter, and I may not participate because of a financial interest that I am disclosing here. I request a determination from my appointing authority about how I should proceed.
	<b>PARTICULAR MATTER</b>
Particular matter  E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	Please describe the particular matter.  Member of the Rogers Reuse- Study Committee formerly known as the Rogers -Oxford Study Committee. The committee will review RFP's for the assistance in the reuse of the former Rogers School to the Select Board of Fairhaven MA. Vote on particular matters that pertain to the reuse of the former Rogers School building. Vote to advise the select board of a particular matter in regards to the former Rogers School Building. Conduct meetings and provide input as needed in regards to matters pertaining to the former Rogers school building to the select board and any residents that may inquire regarding the former Rogers School building. The committee is an advisory committee only to the Select Board of Fairhaven MA and will provide input on submitted RFP's to the select board and provide input as needed to the select board. The committee will be voting as to recommend or not recommend a certain RFP or particular reuse of the former Rogers School Building.
Your required participation in the particular matter:  E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	Please describe the task you are required to perform with respect to the particular matter. Along with other members of the Rogers Reuse / Study committee to recommend and give advice to the select board regrading the selection of a RFP and potential reuse of the former Rogers School building. Any matters that may pertain to the former Rogers School building that the select board request an opinion on by the committee and its members
	<b>FINANCIAL INTEREST IN THE PARTICULAR MATTER</b>
<b>Write an X by all that apply.</b>	<input checked="" type="checkbox"/> I have a presumed financial interest in the matter based on owning property as an abutter <input type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.

Financial interest in the matter	<p>Please explain the financial interest and include a dollar amount if you know it.</p> <p>I reside at 72 Fort Street , Fairhaven, Ma 02719. I own property which is an abutter to the former Rogers school property.</p>
Employee signature:	
Date:	2/8/21

### DETERMINATION BY APPOINTING OFFICIAL

	<b>APPOINTING AUTHORITY INFORMATION</b>
Name of Appointing Authority:	
Title or Position:	
Agency/Department:	
Agency Address:	
Office Phone:	
Office E-mail	
	<b>DETERMINATION</b>
Determination by appointing authority:	As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.
Appointing Authority signature:	
Date:	
Comment:	

Attach additional pages if necessary.

**The appointing authority shall keep this Disclosure and Determination as a public record.**



D2

Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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## Marcus Ferro on COD

2 messages

Wendy Graves <wgraves@fairhaven-ma.gov>

Mon, Mar 1, 2021 at 8:11 AM

To: Daniel Freitas <dfreitas@fairhaven-ma.gov>, Bob Espindola <selectmanbobespindola@gmail.com>, Keith Silvia <ksilvia@fairhaven-ma.gov>, Vicki Oliveira <vloliveira@fairhaven-ma.gov>

FYI,

Marcus can serve on the Commission on Disability because it is a state board.

Wendy

----- Forwarded message -----

From: **Thomas P. Crotty** <tomcrotty@tcrottylaw.com>

Date: Fri, Feb 26, 2021 at 7:24 PM

Subject: Re: Marcus Ferro on COD

To: Wendy Graves <wgraves@fairhaven-ma.gov>

Wendy

Yes, he can serve on a state board. A BPW member cannot hold any other office in town government, except town meeting.

Tom

On Fri, Feb 26, 2021 at 3:14 PM Wendy Graves <wgraves@fairhaven-ma.gov> wrote:

Hi Tom,

Marcus Ferro is on the BPW Board. Can he be on the Commission on Disability which is a State Board?

Wendy

[Quoted text hidden]

Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Fri, Feb 26, 2021 at 2:46 PM

To: Wendy Graves <wgraves@fairhaven-ma.gov>

Hi

Have you had a chance to check about Marcus Ferro being on the Commission on Disability? I need to give him an answer if he will be on the committee or not.

Thanks

Best Regards,

Vicki L Oliveira

[vloliveira@fairhaven-ma.gov](mailto:vloliveira@fairhaven-ma.gov)

Assistant to the Town Administrator

Notary Public

Town of Fairhaven

40 Center Street

Fairhaven, MA 02719

PH: (508)979-4023 EXT. 101

FAX: (508) 979-4079

Town of Fairhaven

# BOARDS AND COMMITTEES

Board/Committees	Name	Title
Commission on Disability		
(Appointed by Selectmen)	Joseph Borelli	
not less than Five(5) nor more than Thirteen (13) members	Vacant	
Majority shall be persons with disabilities	Donna Lavallee	
one (1) may be a family member	Ronald J. Medina	
One (1) MUST Be an elected or appointed municipal official	Vacant	
Three year terms	Brian Rego	
	Diane Rocha	
	Vacant	
	Maria Ruedlinger Walker	
	Vacant	elected/appointed official



Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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CoD

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**MDF Law** <marcusferrolaw@gmail.com>  
To: Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Tue, Feb 16, 2021 at 2:31 PM

Hey Vicki,

I am writing you to confirm my interest and commitment to serving as the elected official on the COD. Thank you.

--

**Marcus D. Ferro, Esq.**  
Talk Show Host/Columnist  
*The Marcus Ferro Show*  
Saturdays 1:00-4:00  
1420 WBSM  
<https://wbsm.com/author/marcusferro/>  
774-263-7080 (p)  
508-297-8227 (f)





# Massachusetts Office on Disability

One Ashburton Place, Room 1305  
Boston, MA 02108

Charles D. Baker, Governor  
Karyn E. Polito, Lt. Governor  
David D'Arcangelo, Director

[617] 727-7440 V/TTY  
[800] 322-2020 V/TTY  
[617] 727-0965 FAX  
Web: <http://www.mass.gov/mod>  
[Jeff.Dougan@state.ma.us](mailto:Jeff.Dougan@state.ma.us)

## MUNICIPAL COMMISSIONS ON DISABILITY

Commissions on Disability are established by vote of Town Meeting (in towns) or City Council (in cities) to promote the inclusion and integration of persons with disabilities in the activities, services and employment opportunities or the community.

### Commissions:

- Advise and assist municipal officials in ensuring compliance with federal and state disability laws;
- Review policies and activities of municipal departments and boards as they affect persons with disabilities;
- Provide information, referral, advocacy and technical assistance to individuals, businesses and organizations in all matters pertaining to disability;
- Coordinate the activities of other local groups organized to meet the needs of persons with disabilities.

Commissions consist of no less than five, no more than ~~nine members~~ (thirteen as of 7/16) chosen by the Board of Selectman or Town Manager (in a town) and the Mayor or City Manager (in a city). The majority must be persons with disabilities and one may be a member of the immediate family of a person with a disability. One must be an elected or appointed municipal official.

### Applicable Laws:

- MGL chapter 40 section 8J, gives municipalities the authority to establish commissions;
- Section 504 of the Rehabilitation Act of 1973 requires inclusion and integration of persons with disabilities in the programs, services and employment opportunities of organizations and agencies that receive federal money;
- Amendment Article 114 of the Massachusetts Constitution prohibits discrimination on the basis of disability under any service or program within the Commonwealth;
- The regulations of the Architectural Access Board require access in newly built and renovated buildings.





D3

Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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## Fwd: Yoga at Grimshaw request 2019

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**Pam Teves - South Coast Yoga** <southcoastyoga@gmail.com>

Thu, Feb 25, 2021 at 12:19 PM

To: Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Hi Vicki, hope you are doing well! I just wanted to reach out again for another year of outdoor yoga at Grimshaw Park. I was looking to do Sat/Sun 8:30am and Wed 5:30pm for times this year. Please let me know if there is anything I can provide further.

Thank you for all your help through the years!

Kindly,

Pam

[Quoted text hidden]



# PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004  
610.617.7900 • Fax 610.617.7940 • [PHLY.com](http://PHLY.com)

08/04/2020

zen revolution inc  
zen revolution and divine yoga  
142 Longwood Ave  
Dartmouth, MA 02747-3277

Re: Account #: [REDACTED]  
Policy #: [REDACTED]

Dear Valued Customer:

Thank you very much for choosing Philadelphia Insurance Companies (PHLY) for your insurance needs. Our first class customer service, national presence and A++ (Superior) A.M. Best financial strength rating have made us the selection by over 150,000 policyholders nationwide. I realize you have a choice in insurance companies and truly appreciate your business.

I wish you much success this year and look forward to building a mutually beneficial business partnership which will prosper for years to come. Welcome to PHLY and please visit [PHLY.com](http://PHLY.com) to learn more about our Company!

Sincerely,

John W. Glomb Jr.  
President & Chief Underwriting Officer  
Philadelphia Insurance Companies

full policy  
on  
file



Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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## Yoga in the Park

1 message

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**Anne Silvia** <asilvia@fairhaven-ma.gov>

Wed, Mar 3, 2021 at 2:52 PM

To: Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Hi Vicki...Pam Teves reached out to me today about holding her yoga classes at the Grimshaw Park again this summer Sat, Sun, and Thursdays 8:30am and Tuesdays at 5:30pm. The Grimshaw Park is a perfect place for her to hold her classes and the classes are always well attended. It certainly is okay with me for her to hold her classes there again this summer.

Thanks  
Anne Silvia

--

Anne Silvia, Director  
Fairhaven Council on Aging  
229 Huttleston Ave.  
Fairhaven, Ma. 02719  
Phone: 508-979-4029  
Fax: 508-979-4116  
[asilvia@fairhaven-ma.gov](mailto:asilvia@fairhaven-ma.gov)



D4

Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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## Fwd: Film Permit Application- March 31-April 4

2 messages

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**Vicki Oliveira** <vloliveira@fairhaven-ma.gov>  
To: Jon Nadeau <nadeau@pyramidproductions.tv>  
Cc: Wendy Graves <wgraves@fairhaven-ma.gov>

Wed, Feb 24, 2021 at 2:58 PM

Hi Jon,

By way of copy, I have included the Acting Town Administrator Wendy Graves. She would be the best person to speak to regarding your request.

Good Luck with your film.

Best Regards,

Vicki L Oliveira  
[vloliveira@fairhaven-ma.gov](mailto:vloliveira@fairhaven-ma.gov)  
Assistant to the Town Administrator  
Notary Public  
Town of Fairhaven  
40 Center Street  
Fairhaven, MA 02719  
PH: (508)979-4023 EXT. 101  
FAX: (508) 979-4079  
[Town of Fairhaven](#)

[Quoted text hidden]



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8K

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**Jon Nadeau** <nadeau@pyramidproductions.tv>  
To: vloliveira@fairhaven-ma.gov

Wed, Feb 24, 2021 at 2:31 PM

Hi Vicki,

I sent this email to Mark Rees but it bounced back. Can you point me in the right direction?

Begin forwarded message:

**From:** Jon Nadeau <[nadeau@pyramidproductions.tv](mailto:nadeau@pyramidproductions.tv)>  
**Subject:** Film Permit Application- March 31-April 4  
**Date:** February 24, 2021 at 12:28:57 PM MST  
**To:** [mrees@fairhaven-ma.gov](mailto:mrees@fairhaven-ma.gov)

Hi Mark

I work for a television production company that is planning to come to Fairhaven Mass. between March 31st and April 4th to film a documentary. We were hoping to obtain a film permit that would allow us to film in

...and plan to have a presentation, we were hoping to obtain a permit that would allow us to film in public spaces. This would include visuals of the city both on the ground and with a UAV. Our footprint is quite small. We will only be a crew of four and do not require any special access for parking or street closures.

Please let me know what you need from me and the costs associated with obtaining the proper permits.

Any questions please let me know.

Best,

Jon Nadeau  
VP Operations  
Pyramid Productions  
(403) 875-7034  
[nadeau@pyramidproductions.tv](mailto:nadeau@pyramidproductions.tv)



[pyramidproductions.tv](http://pyramidproductions.tv)

Canada's new anti-spam legislation requires that we have your consent in order to send you electronic communications. If you no longer wish to receive electronic communications from us, please click the [UNSUBSCRIBE](#) link then please type in UNSUBSCRIBE in the subject line and click send.

Jon Nadeau  
VP Operations  
Pyramid Productions

(403) 875-7034  
[nadeau@pyramidproductions.tv](mailto:nadeau@pyramidproductions.tv)



[pyramidproductions.tv](http://pyramidproductions.tv)

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8K



D5

Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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## Fwd: Selectmen

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**Frank Fostin** <[REDACTED]>  
To: Vicki Paquette <vloliveira@fairhaven-ma.gov>

Mon, Feb 22, 2021 at 8:54 AM

----- Forwarded message -----

From: **Frank Fostin** <[REDACTED]>  
Date: Sun, Feb 21, 2021 at 11:42 AM  
Subject: Selectmen  
To: Frank Fostin <[REDACTED]>

FAIRHAVEN IMPROVEMENT ASSOCIATION  
PO BOX 404  
FAIRHAVEN MASSACHUSETTS 02719

Dear Selectmen,

I am contacting you as we always do every year about the summer concerts . The Association is well aware that Covid 19 is still here and we have to deal with the situation. I have spoken to Selectman Espindola and the then Health Agent Sara DuPont and asked their advise on what they think the Association should do this year. They advised me to send in our request letter as we normally do and at least reserve the dates we have in mind . I have contacted committee chairman Ken Montigny and this is what we came up with. We would pencil in the groups and advise them that they could be canceled. We would not request use of the auditorium , therefore if there is bad weather the concert would be canceled . We would also not request the use of restrooms however we would request the access to electricity. If by some miracle we are able to have the concerts under normal circumstances I will be happy to send a new letter with our normal requests . Dates are July 15th-July 22nd- July 29th - August 5th- August 12th. We understand that we must comply to all CDC regulations, State regulations and Town regulations. The Association thanks you for your consideration.

Frank Fostin President- Fairhaven Improvement Association



## EASEMENT AGREEMENT

**Property: 347 Main Street, Fairhaven, MA**  
**shown on Plan recorded herewith**

This Easement Agreement (this “Agreement”) is dated as of March \_\_, 2021 by and between **OXFORD SCHOOL RESIDENCES LIMITED PARTNERSHIP**, a Massachusetts limited partnership, with an address of 100 Corporate Place, Suite 404, Peabody, Massachusetts 0196 (“Grantor”) and the **TOWN OF FAIRHAVEN**, a municipal corporation having an address of 40 Center Street, Fairhaven, Bristol County, Massachusetts (“Grantee”).

### RECITALS:

**WHEREAS**, simultaneously herewith, Grantee is conveying to Grantor the property located at 347 Main Street, Fairhaven, Massachusetts (the “Property”) as shown on a plan entitled, “Oxford School 347 Main Street Fairhaven, MA”, dated March \_\_, 2021, scale 1”=20’, prepared by CHA for Stratford Capital Group, recorded with the Bristol County Registry of Deeds (the “Registry”) herewith (the “Plan”); and

**WHEREAS**, Grantor intends to construct a multi-family affordable housing rental apartment project for seniors (62+) on the Property (the “Project”); and

**WHEREAS**, simultaneously herewith, Grantor and Grantee have executed a certain Parking, Access and Utility Easement, of even date and recorded with the Registry herewith, providing Grantor with rights to construct parking and other improvements on and use the adjacent parcel owned by the Grantee shown as “Parking, Access & Utility Easement” on the Plan (the “Town Land”); and

**WHEREAS**, Grantor requires an easement over the Property for vehicular and pedestrian access to and egress from the Parking Area by the public (“Access Easement 1”); and

**WHEREAS**, Grantor and Grantee intend to divide the Property and for Grantor to reconvey to Grantee the parcel shown as “[NFIA Parcel]” on the Plan (the “NFIA Parcel”) and Grantor requires an easement to use the NFIA Parcel by the public for any lawful purposes pending such reconveyance (the “NFIA Easement”); and

**WHEREAS**, Grantor intends to construct four (4) parking spaces on the NFIA Parcel (the “NFIA Parking Spaces”) and Grantee requires an easement over the Property for vehicular access to and egress from the NFIA Parking Spaces by the public (“Access Easement [2]” and, together with the Access Easement 1, the “Access Easements”);

**WHEREAS**, the parties desire to enter into this Agreement to grant and accept the respective easements and restrictions described herein and specify their agreements regarding the use and maintenance thereof;

**NOW, THEREFORE**, for consideration paid, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants herein, the parties agree as follows:

1. Access Easement 1. Grantor hereby grants to the Grantee, appurtenant to the Town Land, with quitclaim covenants, the non-exclusive perpetual permanent easement on, over, across, and within that portion of the Property shown as “Proposed Access Easement 1” on the Plan (the “Access Easement 1 Area”) for the Access Easement 1 effective upon completion of the Project. Grantee shall have and may exercise the right of ingress and egress in, to, over, through and across the Access Easement 1 Area for any purpose needful for the full enjoyment of the Access Easement 1. Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the full, complete and unmolested enjoyment of the Access Easement 1. Grantee will insure that no exercise of the Access Easement 1 will materially interfere with Grantor’s intended use of the Project.

2. Access Easement 2. Grantor hereby grants to the Grantee, appurtenant to the NFIA Parcel, with quitclaim covenants, the non-exclusive perpetual permanent easement on, over, across, and within that portion of the Property shown as “Proposed Access Easement 2” on the Plan (the “Access Easement 2 Area” and, together with the Access Easement 1 Area, the “Easement Areas”) for the Access Easement 2 effective upon completion of the Project. Grantee shall have and may exercise the right of ingress and egress in, to, over, through and across the Access Easement 2 Area for any purpose needful for the full enjoyment of the Access Easement 2. Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the full, complete and unmolested enjoyment of the Access Easement 2. Grantor may relocate the Access Easement 2 Area upon prior notice to Grantee provided that such relocation shall not materially adversely affect Grantee’s access to and egress from the NFIA Parking Spaces. Grantee will insure that no exercise of the Access Easement 2 will materially interfere with Grantor’s intended use of the Project.

3. NFIA Easement. Grantor hereby grants to the Grantee, with quitclaim covenants, the exclusive perpetual permanent easement on, over, across, and within the NFIA Parcel for the NFIA Easement, subject to the right of Grantor to temporarily use the NFIA Parcel to construct the NFIA Parking Spaces. Grantee shall have and may exercise the right of ingress and egress in, to, over, through and across the NFIA Parcel for any purpose needful for the full enjoyment of the NFIA Easement including, but not limited to, the use, maintenance, repair, or replacement of the structure presently existing on the NFIA Parcel to the extent otherwise allowed by law. Notwithstanding the foregoing, upon the Grantee’s receipt of all required approvals including without limitation an endorsement from the Town of Fairhaven Planning Board approving the NFIA as a separate parcel, Grantor shall reconvey the NFIA Parcel to the Grantee and the NFIA Easement shall terminate. Grantee will insure that no exercise of the NFIA Easement will materially interfere with Grantor’s intended use of the Project.

4. Maintenance of Easement Areas.

(a) Grantor shall neither cause nor permit the construction or placement of any structure or building on any part of the Easement Areas which materially interferes with the Access Easements.

(b) Grantor shall maintain and insure and be responsible for the removal of snow and ice from the Easement Areas.

(c) Grantee shall maintain insurance on, make all necessary repairs and replacements to any improvements on, remove all snow and ice from, pay all utilities serving and pay a pro rata share of any real estate taxes relating to the NFIA Parcel. Grantor shall have no obligations relating to the NFIA Parcel other than constructing the NFIA Parking Spaces.

5. Miscellaneous.

(a) Grantor warrants that it has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in title or in Grantor's right to make said grant, subject further to easements, encumbrances, exceptions, limitations, restrictions and reservations contained in instruments of record and any other defects existing prior to the date of this Agreement.

(b) The easements, agreements and covenants created under this Agreement shall run with the land as to all property benefitted and burdened thereby. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

(c) Nothing herein shall be interpreted to impair the authority, or the rights and obligations of the parties under applicable laws regarding zoning, wetlands protection, or other land use regulations, and eminent domain.

(d) To the extent permitted by law, each party hereby agree to indemnify and hold the other, and its successors and assigns, (the "Indemnified Party") harmless from and against any and all loss, costs (including, without limitation, reasonable attorney's fees), expenses, damage, injury, liability and claims therefore (collectively, "Claims"), including without limitation, claims and suits for injury, death, and/or damage to property resulting from or in connection with and/or attributable to such party's negligence or willful misconduct or that of their employees, agents, representatives, licensees, invitees, or contractors with respect to the easements and restrictions herein conveyed, except to the extent of Claims arising from the Indemnified Party's negligence or willful misconduct or that of their employees, agents, representatives, or contractors.

(e) If any term or provision of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining terms and provisions will remain in full force and effect. This Agreement may be executed in counterparts.

For Grantor's title, see deed recorded with the Registry herewith.

[Signatures on Next Pages]

EXECUTED under seal by an authorized signatory of Grantor as of date first set forth above.

**OXFORD SCHOOL RESIDENCES  
LIMITED PARTNERSHIP**

By: SCG Fairhaven Development LLC, its  
General Partner

By: SCG Development Partners, LLC, its  
managing member

By: SCG Development Manager, LLC, its  
managing member

By: SCG Capital Corp. (d/b/a Strat Cap), its  
sole member

By: \_\_\_\_\_  
Stephen P. Wilson  
President-Virginia Office

Commonwealth of Massachusetts

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of March, 2021, before me, the undersigned notary public, personally appeared Stephen P. Wilson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as President-Virginia Office of SCG Capital Corp. (d/b/a Strat Cap), sole member of SCG Development Manager, LLC, managing member of SCG Development Partners, LLC, managing member of SCG Fairhaven Development LLC, General Partner of Oxford School Residences Limited Partnership for its stated purpose as the voluntary act of Oxford School Residences Limited Partnership.

\_\_\_\_\_  
Notary Public

My commission expires:

**ACCEPTANCE**

The **TOWN OF FAIRHAVEN**, acting by its Board of Selectmen,

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

duly authorized

Commonwealth of Massachusetts

\_\_\_\_\_ County

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My commission expires:

## **GRANT OF PARKING, ACCESS, AND UTILITY EASEMENT**

**Property:**     **Parcel at Southwest Corner of Livesey Park**  
adjacent to Oxford Residences, 347 Main Street, Fairhaven, MA  
shown on Plan recorded herewith

Date: March \_\_, 2021

The **TOWN OF FAIRHAVEN**, a municipal corporation having an address of 40 Center Street, Fairhaven, Bristol County, Massachusetts 02719 acting by its Board of Selectmen (“Grantor”), in consideration of One Dollar (\$1.00) paid, the receipt and sufficiency of which is hereby acknowledged, grants to **OXFORD SCHOOL RESIDENCES LIMITED PARTNERSHIP**, a Massachusetts limited partnership, with an address of 100 Corporate Place, Suite 404, Peabody, Massachusetts 01960 (“Grantee”), its successors and assigns, a nonexclusive and perpetual right to enter, reenter, occupy and use a portion of the property at Livesey Park adjacent to 347 Main Street, Fairhaven, Massachusetts, as more fully described in the legal description attached hereto as **Exhibit A** and as shown on the plan entitled “Oxford School 347 Main Street Fairhaven, MA”, dated March \_\_, 2021, scale 1”=20’, prepared by CHA for Stratford Capital Group, recorded with the Bristol County Registry of Deeds herewith and incorporated by reference (the “Easement Area”), for the purpose designing and constructing a 30 space asphalt parking lot adjacent to the northeast corner of the Property on property of the Grantor. The parking lot will include signage indicating its use as “Parking for Livesey Park Only”. **IT IS HEREBY MUTUALLY COVENANTED AND AGREED** by and between the parties as follows:

1. Grantee shall have and may exercise the right of ingress and egress in, to, over, through and across the Easement Areas for any purpose needful for the full enjoyment of the Scope of Easement including construction and use of paved driveways and parking, curbing, lights and underground electrical wiring, stormwater system consisting of catch basins, underground piping, and underground chamber system (retention) with stone bed, retaining walls, concrete sidewalk, concrete stairs and handicap ramp and landscaping, as shown on the plans attached hereto as **Exhibit B** (the “Proposed Improvements”) The parking lot will include signage indicating its use as “Parking for Livesey Park Only”.
2. Grantor shall neither cause nor permit the construction or placement of any structure or building on any part of the Easement Areas which interferes with the Scope of Easement.
3. Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary for the full, complete and unmolested enjoyment of the Scope of Easement.
4. Following completion of the Proposed Improvements, after any subsequent construction or other operations by Grantee or Grantee’s employees, agents or contractors which disturb the surface of the Easement Areas, Grantee shall, at the Grantee’s sole expense, reasonably promptly restore the general surface of the ground to a condition as near as practicable to the grade and condition that existed immediately prior to construction. Grantor shall otherwise



make all necessary repairs to and replacements of the improvements on and under the Easement Areas.

5. Grantee shall, at the Grantee's sole expense, comply with all applicable laws, regulations, codes, orders and permits and obtain all necessary permits and approvals in connection with any use provided herein at the Easements Areas by Grantee or its employees, agents or contractors, including but not limited to obtaining any order of conditions that may be required, as the same may be issued or amended from time to time.

6. To the extent permitted by law, each party hereby agree to indemnify and hold the other, and its successors and assigns, (the "Indemnified Party") harmless from and against any and all loss, costs (including, without limitation, reasonable attorney's fees), expenses, damage, injury, liability and claims therefore (collectively, "Claims"), including without limitation, claims and suits for injury, death, and/or damage to property resulting from or in connection with and/or attributable to such party's negligence or willful misconduct or that of their employees, agents, representatives, licensees, invitees, or contractors with respect to the easements and restrictions herein conveyed, except to the extent of Claims arising from the Indemnified Party's negligence or willful misconduct or that of their employees, agents, representatives, or contractors.

7. Grantor warrants that it has full right and lawful authority to make the grant herein contained, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in title or in Grantor's right to make said grant, subject further to easements, encumbrances, exceptions, limitations, restrictions and reservations contained in instruments of record prior to the date of this Agreement.

8. The easements, agreements and covenants created under this Agreement shall run with the land as to all property benefitted and burdened thereby. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

9. Nothing herein shall be interpreted to impair the authority, or the rights and obligations of the Grantor under applicable laws regarding zoning, wetlands protection, or other land use regulations, and eminent domain.

10. If any term or provision of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining terms and provisions will remain in full force and effect. This Agreement may be executed in counterparts.

For Grantor's title, see deed recorded at Bristol (South) Registry at Book \_\_\_\_\_ Page \_\_\_\_\_.

[Signatures on Following Pages]

Witness our hands and seals as of the date first set forth above.

Town of Fairhaven  
Board of Selectmen

\_\_\_\_\_, Chairman

\_\_\_\_\_, Member

\_\_\_\_\_, Member

Commonwealth of Massachusetts

Bristol, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

Commonwealth of Massachusetts

Bristol, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_

Notary Public  
My commission expires:

Commonwealth of Massachusetts

Bristol, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My commission expires:

**ACCEPTANCE**

Oxford School Residences Limited Partnership, hereby accepts that certain Grant of Parking, Access, and Utility Easement granted by the Town of Fairhaven located at a portion of the property at Livesey Park off 347 Main Street, Fairhaven and shown on the plan recorded with such Grant of Parking, Access, and Utility Easement.

Executed under seal as of the date first set forth above.

**OXFORD SCHOOL RESIDENCES  
LIMITED PARTNERSHIP**

By: SCG Fairhaven Development LLC, its  
General Partner

By: SCG Development Partners, LLC, its  
managing member

By: SCG Development Manager, LLC, its  
managing member

By: SCG Capital Corp. (d/b/a Strat Cap), its  
sole member

By: \_\_\_\_\_  
Stephen P. Wilson  
President-Virginia Office

Commonwealth of Massachusetts

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of March, 2021, before me, the undersigned notary public, personally appeared Stephen P. Wilson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as President-Virginia Office of SCG Capital Corp. (d/b/a Strat Cap), sole member of SCG Development Manager, LLC, managing member of SCG Development Partners, LLC, managing member of SCG Fairhaven Development LLC, General Partner of Oxford School Residences Limited Partnership for its stated purpose as the voluntary act of Oxford School Residences Limited Partnership.

\_\_\_\_\_  
Notary Public

My commission expires:

**EXHIBIT A**  
**Legal Description of Easement**

**Parking , Access & Utility Easement**

Commencing at a point on the easterly sideline of Livesey Parkway, and the southerly sideline of Morton Street, thence turning and running; S12°56'05"E, ten and no hundredths (10.00) feet along the sideline of said Livesey Parkway, to the Point of Beginning; thence turning and running

N76°16'33"E, sixty nine and seventy hundredths (69.70) feet to a point, thence turning and running:

N12°03'14"W, fourteen and twenty nine hundredths (14.29) feet to a point, thence turning and running:

N64°31'53"E, twenty six and forty one hundredths (26.41) feet to a point, thence turning and running:

S14°36'26"E, two hundred eighty four and four hundredths (284.04) feet to a point, thence turning and running:

S76°07'22"W, one hundred four and no hundredths (104.00) feet to a point on the easterly sideline of Livesey Street, thence turning and running along the sideline of said Livesey Street:

N12°56'05"W, two hundred sixty four and sixty five hundredths (264.65) feet the Point of Beginning.

The above described parcel contains an area of twenty six thousand nine hundred thirty (26,930) square feet or 0.618 +/- acres.

**EXHIBIT B**  
(Attach Plans)

## **LICENSE AGREEMENT**

**Property: 347 Main Street, Fairhaven, MA**

This License Agreement (this “Agreement”) is dated as of March \_\_, 2021 by and between the **TOWN OF FAIRHAVEN**, a municipal corporation having an address of 40 Center Street, Fairhaven, Bristol County, Massachusetts (“Grantor”) and **OXFORD SCHOOL RESIDENCES LIMITED PARTNERSHIP**, a Massachusetts limited partnership, with an address of 100 Corporate Place, Suite 404, Peabody, Massachusetts 01960 (“Grantee”).

### **RECITALS:**

**WHEREAS**, Grantor intends to convey to Grantee, and Grantee intends to purchase the property located at 347 Main Street, Fairhaven, Massachusetts (the “Property”) as shown on a plan entitled, “Oxford School 347 Main Street Fairhaven, MA”, dated February 26, 2021, scale 1”=20’, prepared by CHA for Stratford Capital Group, (the “Plan”) at a closing which the parties anticipate will take place no later than March 31, 2021(the “Closing”); and

**WHEREAS**, Grantee intends to construct a multi-family affordable housing rental apartment project for seniors (62+) on the Property (the “Project”); and

**WHEREAS**, Grantee desires to commence certain pre- construction work as early as possible; and

**WHEREAS**, Grantor is willing to grant to Grantee a license to allow such preconstruction work on the Property prior to the conveyance of title, according to the terms set forth herein; and

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

1. This Agreement shall take effect immediately upon its completed execution by both parties.
2. The Work shall consist of
  - a. The installation of fencing at the perimeter of the Property; and
  - b. Parking of a construction trailer on the Property.
3. Grantor shall allow the Grantee access to the Property to perform the Work. Such access will cease at 5:00pm on April 1, 2021, (the “Termination Date”) except as otherwise agreed in writing by the parties.



4. The Grantee shall hold harmless and indemnify the Grantor from any and all costs and claims related to, or arising from, this Agreement or from the performance or failure of performance by the Grantee of any and all aspects of the Work, regardless of the nature of the damage or injury, including, but not limited to, personal injury, property damage, regulatory fines or assessments, and costs and expenses including attorneys and other professional fees incurred by the Grantor to complete or correct the Work, or to enforce its right to indemnity hereunder.

5. The Grantee shall cause any contractor entering the Property to carry liability insurance in the amount of \$1million and shall cause the Town of Fairhaven to be named an additional insured on such policies. The Grantee shall provide the Grantor with a certificate of insurance confirming its compliance with this paragraph prior to commencing the Work.

6. The obligations of the Grantee as set forth herein shall survive the termination of this Agreement.

7. The provisions of this Agreement shall be governed by Massachusetts law.

8. Venue and jurisdiction for any claims or actions related to, or arising from, this Agreement shall be exclusively in the Massachusetts Trial Court for Bristol County.

**[Signatures on Next Page]**

**GRANTOR,**

The **TOWN OF FAIRHAVEN**, acting by its Board of Selectmen,

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

duly authorized

Commonwealth of Massachusetts

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of March, 2021, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, for its stated purpose as the voluntary act of the Town of Fairhaven.

\_\_\_\_\_

Notary Public

My commission expires:

**GRANTEE,**

**OXFORD SCHOOL RESIDENCES LIMITED PARTNERSHIP**

By: SCG Fairhaven Development LLC, its  
General Partner

By: SCG Development Partners, LLC, its  
managing member

By: SCG Development Manager, LLC, its  
managing member

By: SCG Capital Corp. (d/b/a Strat Cap), its  
sole member

By: \_\_\_\_\_  
Stephen P. Wilson  
President-Virginia Office

Commonwealth of Massachusetts

\_\_\_\_\_, ss.

On this \_\_\_\_\_ day of March, 2021, before me, the undersigned notary public, personally appeared Stephen P. Wilson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily, as President-Virginia Office of SCG Capital Corp. (d/b/a Strat Cap), sole member of SCG Development Manager, LLC, managing member of SCG Development Partners, LLC, managing member of SCG Fairhaven Development LLC, General Partner of Oxford School Residences Limited Partnership for its stated purpose as the voluntary act of Oxford School Residences Limited Partnership.

\_\_\_\_\_  
Notary Public

My commission expires:

LOCUS: 347 MAIN STREET AND 267 ADAMS STREET, FAIRHAVEN, MA  
ADDRESS OF GRANTEE: 100 CORPORATE PLACE, SUITE 404, PEABODY, MA

## DEED

**THE TOWN OF FAIRHAVEN**, a municipal corporation in the Commonwealth of Massachusetts acting through its Board of Selectmen, with offices at 40 Center Street, Fairhaven, Massachusetts 02719 (hereinafter, the “Grantor”) in consideration of

**THREE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$325,000.00)** paid, grants to

**OXFORD SCHOOL RESIDENCES LIMITED PARTNERSHIP**, a Massachusetts limited partnership, with an address of 100 Corporate Place, Suite 404, Peabody, Massachusetts 01960, the land with the improvements thereon being known as and numbered **347 MAIN STREET AND 268 ADAMS STREET, Fairhaven**, Bristol County, Massachusetts, as further described on Exhibit A attached hereto (the “Premises”).

Containing approximately 62,808 Square feet of land.

For Grantor’s title see Deed from Noah Spooner, dated April 9, 1846, recorded with Bristol County (Southern District) Registry of Deeds, Book 13, Page 390.

For Grantor’s Board of Selectmen’s approval to sell the Premises to Grantee, see certificate of vote of said Board, annexed hereto and incorporated herein.

There has been full compliance with M.G.L. c.44, s.63A.

**RETURN TO:**

IN WITNESS WHEREOF, Grantor has caused the foregoing to be executed as a sealed instrument in its name and behalf this \_\_\_ day of March, 2021.

The **TOWN OF FAIRHAVEN**, acting by its Board of Selectmen,

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

duly authorized

Commonwealth of Massachusetts

\_\_\_\_\_ County

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My commission expires:

Exhibit A:

A CERTAIN PARCEL OF LAND IN FAIRHAVEN, MASSACHUSETTS BRISTOL COUNTY SOUTH DISTRICT, ON THE EASTERLY SIDELINE OF MAIN STREET AND ADAMS STREET.

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL AT THE EASTERLY SIDELINE OF MAIN STREET AND THE SOUTHERLY SIDELINE OF MORTON STREET, BOTH PUBLIC STREETS.

THENCE TURNING AND RUNNING N 77° 03' 55" E, ONE HUNDRED NINETY SEVEN AND SEVEN HUNDREDTHS 197.07 FEET ALONG THE SOUTHERLY SIDELINE OF MORTON STREET TO A POINT;

THENCE TURNING AND RUNNING N 77° 03' 55" E, FORTY AND NO HUNDREDTHS 40.00 FEET ACROSS LIVESEY PARKWAY TO A POINT;

THENCE TURNING AND RUNNING S 12° 56' 05" E, TWO HUNDRED SEVENTY FOUR AND SIXTY FIVE HUNDREDTHS 274.65 FEET ALONG LAND NOW OR FORMERLY OF THE TOWN OF FAIRHAVEN TO A POINT;

THENCE TURNING AND RUNNING S 76° 07' 22" W, FORTY AND ONE HUNDREDTH 40.01 FEET ALONG LIVESEY PARKWAY TO A POINT;

THENCE TURNING AND RUNNING S 76° 07' 22" W, ONE HUNDRED SIXTY NINE AND SEVEN HUNDREDTHS 169.07 FEET ALONG LAND NOW OR FORMERLY OF ANNE E. AND RICHARD H. JR. MUEDA AND LAND OF MICHAEL AND ANNE-MARIE BEDARD TO A POINT;

THENCE TURNING AND RUNNING N 14° 03' 50" W, FOURTEEN AND EIGHTY TWO HUNDREDTHS 14.82 FEET ALONG THE EASTERLY SIDELINE OF ADAMS STREET TO A POINT;

THENCE TURNING AND RUNNING N 24° 09' 10" W, ONE HUNDRED EIGHT AND SEVENTY HUNDREDTHS 108.70 FEET ALONG THE EASTERLY SIDELINE OF ADAMS STREET TO A POINT;

THENCE TURNING AND RUNNING N 15° 20' 35" W, ONE HUNDRED FIFTY SIX AND SEVENTY EIGHT HUNDREDTHS 156.78 FEET ALONG THE EASTERLY SIDELINE OF MAIN STREET TO THE POINT OF BEGINNING.

SAID LOT HAVING AN AREA OF 62,808 SQUARE FEET OR 1.442 ACRES.

SAID LOT CONTAINING THE DISCONTINUED DEANE STREET AND LIVESEY PARKWAY AS SHOWN ON A PLAN ENTITLED "OXFORD SCHOOL, 347 MAIN STREET AND 267 ADAMS STREET, FAIRHAVEN, MA," DATED \_\_\_\_, PREPARED BY CHA, AND RECORDED HEREWITH.

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**20 Yankee Lane - Chapter 61A withdrawal of land for solar project**1 message

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Carey, Gregory &lt;CareyG@conedceb.com&gt;

Mon, Mar 1, 2021 at 4:25 PM

To: Vicki Oliveira &lt;vloliveira@fairhaven-ma.gov&gt;, Wendy Graves &lt;wgraves@fairhaven-ma.gov&gt;

Hello Vicki and Wendy,

As you may recall, in April of 2018 the Board of Selectmen voted not to exercise their rights with respect to purchase land owned by Mr. and Mrs. Lopes, located at [20 Yankee Lane](#) (see attached). As part of the 61A land withdrawal process, we are required to record the Selectmen's decision at the Bristol County Registry of Deeds. Unfortunately, the Registry informed me they cannot accept the Selectmen's letter in its current format. The Registry provided me with a Chapter 61A letter that has an acceptable format and was recorded for the Town of Westport (see attached).

I have modified Mark Rees' April 2018 letter so that it is consistent with Westport's recorded notice (also attached). Can you please ask the Board of Selectmen to sign this notice at their next meeting? This document will also need to be notarized.

Thank you very much for your assistance with this request. Please don't hesitate to call me if you have any questions or need more information.

Greg

**Greg Carey**

Project Developer

**Con Edison Clean Energy Businesses**

[100 Summit Lake Drive](#)

[Valhalla, NY 10595](#)

M: (617) 834-8567

E: [CareyG@conedceb.com](mailto:CareyG@conedceb.com)

W: [ConEdCEB.com](http://ConEdCEB.com)





infrastructure assets and provides energy-related products and services to wholesale and retail customers. It is headquartered, along with its subsidiaries, in Valhalla, NY. We are an Affirmative Action/Equal Opportunity Employer. Please visit the Con Edison Clean Energy Businesses online at [www.conedceb.com](http://www.conedceb.com) for more information.

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#### 4 attachments



**Town of Westport - 61A Recorded notice.tif**  
793K

 **Fairhaven BOS - 61A letter to Lopes 4.17.18.pdf**  
181K

 **Fairhaven BOS Waiver of 61A - 20 Yankee Lane 3.1.21.docx**  
21K

 **EXHIBIT A.docx**  
27K

CHAPTER 61A  
DECISION OF TOWN OPTION  
CHANGE OF USE OF CLASSIFIED LAND

TO: Hugh E. McGovern & George R. McGovern, Jr., Trustees  
H & G Realty Trust  
c/o Richard P. Desjardins, Esq.  
P.O. Box 3327  
Westport, MA 02790



Bk: 13631 Pg: 115 Pg: 1 of 8 BS  
Doc: REL 02/02/2021 01:36 PM

The Board of Selectmen in the Town of Westport have received a "Statutory Notice" of intent to sell and/or convert to some other use, land classified as agricultural land and taxed under the provisions of M.G.L. Chapter 61A of the General Laws, known as 0 Sodom Road, Westport, MA and Town of Westport Assessor's Map 59. Lot 11B.

Current Owner of Record: Hugh E. McGovern and George R. McGovern, Jr., Trustees of H & G Realty Trust U/D/T dated December 15, 1988, of 82 Kemp St., Dunstable, MA and recorded with Middlesex County Southern District Registry of Deeds in Book 19574, Page 218

Deed Reference: Bristol County (S.D.) Registry of Deeds Book 10633, Page 122

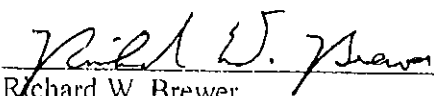
Lien Reference: Dated March 28, 1980 Bristol County (S.D.) Registry of Deeds Book 1802, Page 713

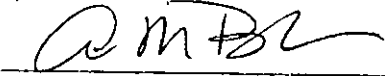
Under said M.G.L. Chapter 61A, the Town of Westport has an option to purchase said land intended to be sold and/or converted to other use (i.e. withdrawal from Chap. 61A classification).


This is to inform you that the Town of Westport by and through said Board of Selectmen has voted **NOT** to exercise said option to purchase.

**Board of Selectmen**

\_\_\_\_\_  
Steven J. Ouellette

  
\_\_\_\_\_  
Richard W. Brewer

  
\_\_\_\_\_  
Ann M. Boxler, Clerk

  
\_\_\_\_\_  
Brian T. Valcourt

\_\_\_\_\_  
Shana M. Shufelt.

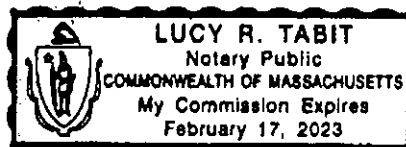
Notice of intent received September 28, 2020

Action by Board dated: December 21, 2020

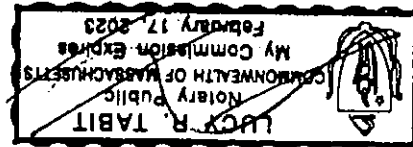
COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

On this 21<sup>st</sup> day of December, 2020, before me, the undersigned notary public, personally appeared RICHARD BREWER, ANN ROXLER and BRIAN VACOURT proved to me through satisfactory evidence of identification, which was a driver's license with picture I.D., to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily on behalf of the Board of Selectmen for its stated purpose.



  
Notary Public -  
My Commission Expires: 2-17-23



**AFFIDAVIT REGARDING AGRICULTURAL LAND  
M.G.L. CHAPTER 61A, SECTION 14**

**Property Address: 0 Sodom Road Rd., Westport, MA 02790  
Town of Westport Assessor's Map 59, Lot 11B**


I, Richard P. Desjardins, Esq., a practicing attorney in the Commonwealth of Massachusetts, with an office at 791 Main Road, Westport, Massachusetts, on oath do depose and say as follows:

1. That Hugh E. McGovern and George R. McGovern, Jr., Trustees of H & G Realty Trust U/D/T dated December 15, 1988, and recorded with Middlesex County (Southern District) Registry of Deeds in Book 19574, Page 218 are the current owners of a parcel of real property known as 0 Sodom Road , Westport, MA 02790;
2. Said premises are also known as Westport Assessor's Plat 59, Lot 11B and are a portion of the land classified as agricultural land under the provisions of M.G.L. Ch. 61A, a NOTICE OF LIEN regarding said classification dated March 28, 1980 was recorded at the Bristol County (S.D.) Registry of Deeds in Book 1802, Page 713.
3. The aforesaid Owners of said parcel are desirous of selling said land and removing same from the classification of agricultural land and have entered into a Purchase & Sale Agreement with a ready and willing buyer regarding the sale of said premises.
4. Pursuant to and in accordance with the provisions of Section 14 of M.G.L. Chapter 61A, giving the Town of Westport a 120 day right of first refusal, I did, on September 23, 2020 give the required Statutory Notice of Intent to sell by certified mail to; the Board of Selectmen, the Board of Assessors, the Planning Board and the Conservation Commission all of the Town of Westport, on behalf of the said Hugh E. McGovern & George R. McGovern, Jr., Trustees of H & G Realty Trust.
5. In accordance with said statute, the Town of Westport by and through the Westport Board of Selectmen after discussion voted not to exercise its statutory right of first refusal to purchase the property, as evidenced by Decision of Town

Option Change of Use of Classified Land document dated Dec. 21, 2020 from the Board of Selectmen attached hereto.

6. A copy of the Statutory Notice and the certified mail return receipts without exhibits are attached hereto and made a part hereof by this reference.

Subscribed and sworn to under the penalties of perjury this 20th day of January, 2021 .




Richard P. Desjardins, Esq.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

On this 20th day of January, 2021, before me, the undersigned Notary Public, personally appeared Richard P. Desjardins, Esq., personally known by me for many years, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public - Vivian C. Eleuterio  
My Commission Expires: 3/19/2021

CERTIFICATE

I, Richard P. Desjardins, a member of the Massachusetts Bar in good standing with an office at 791 Main Road, Westport, Massachusetts, believe that the facts stated by me in the foregoing Affidavit are relevant to the title of certain land referred to therein and will be of benefit and assistance in clarifying the chain of title to such property.



Richard P. Desjardins

**RICHARD P. DESJARDINS**

*Attorney at Law*

Post Office Box 3327

Central Village • Westport, Massachusetts 02790

Tel. (508) 636-3323 • Fax (508) 636-3326

~~XXXXXXXXXX~~

rick@rdesjardinslaw.com

September 23, 2020

**VIA Certified Mail**

**STATUTORY NOTICE**

Town of Westport:	Town of Westport	Town of Westport	Town of Westport
<b>Board of Selectmen</b>	<b>Board of Assessor's</b>	<b>Planning Board</b>	<b>Conservation Committee</b>
816 Main Road	816 Main Road	816 Main Road	816 Main Road
Westport, MA 02790	Westport, MA 02790	Westport, MA 02790	Westport, MA 02790

**Re: NOTICE OF INTENTION TO SELL LAND ON WEST SIDE OF SODOM ROAD**

Record Title Holder and client: Hugh E. McGovern and George R. McGovern, Jr., Trustees of H & G Realty Trust U/D/T dated December 15, 1988, of 82 Kemp St., Dunstable, MA and recorded with Middlesex County (Southern District) Registry of Deeds in Book 19574, Page 218

Said premises being known as: 0 Sodom Road., Westport, MA 02790

and also as Westport Assessor's Plat 59, Lot 11B

and also as Lot 4 on Plan of Land recorded at Bristol County (S.D.) Registry of Deeds in Plan Book 165, Page 102

Said land being under M.G.L. Chapter 61A Section 14

Notice of Lien affecting premises - recorded at said Registry in Book 1802, Page 713

Dear Board/Committee Members:

Please be advised that I represent the above-captioned record title holders. This Statutory Notice is hereby given in accordance with M.G.L. Ch. 61A Section 14 of my client's intent to sell the premises now known as 0 Sodom Road and also known as Westport Assessor's Plat 59, Lot 11B. Said premises being a portion of the premises identified in that certain Town of Westport Office of the Board of Assessors Agricultural or Horticultural Land Tax Lien dated March 28, 1980 and recorded with the Bristol County (S.D.) Registry of Deeds in Book 1802, Page 713.

Said premises are also shown as Lot 4 68,276.3 SQ. FT. 1.57 ACRES upland 30,659.9 SQ. FT. 0.70 ACRES on "Approval Not Required Plan in Westport, Massachusetts Owned by: Hugh E. McGovern Scale: 1" = 100' June 18, 2007 Allen D. Quintin, P.L.S. 28 Costa Street N. Dartmouth MA" which said Plan is recorded at said Registry in Plan Book 165, Page 102. See copy of said plan enclosed herewith.

FYI, a Purchase and Sales agreement has been executed regarding the sale of said premises, for the consideration of \$125,000.00, a copy of which is enclosed herewith for your

Page 2

RE: **NOTICE OF INTENTION TO SELL LAND ON WEST SIDE OF SODOM ROAD**  
Record Title Holder and client: Hugh E. McGovern and George R. McGovern, Jr.  
as Trustees of the H & G Realty Trust  
Said premises being known as: 0 Sodom Road., Westport, MA 02790  
and also as Westport Assessor's Plat 59, Lot 11B

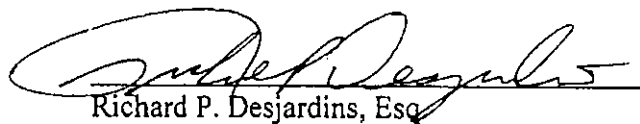
information.

Please inform me at your earliest convenience, or no later than 120 days following the day after the postmark of this notice as required by statute, of the Town of Westport's intent to purchase this property, or in the alternative its intent not to exercise its option to purchase, under said statute.

Please also see enclosed herewith for your convenience: proposed Decision of Town Option Change of Use of Classified Land form and proposed Partial Release of Lien form.

Thank you for anticipated prompt attention to this matter.

Very truly yours,



Richard P. Desjardins, Esq.

RPD/vce

Enclosures



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Westport, MA 02790

**OFFICIAL USE**

Certified Mail Fee	\$3.55	0091
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	06
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.70	
Total Postage and Fees	\$7.10	

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SEP 23 2020

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 Town of Westport - Board of Assessors  
 Street and Apt. No., or PO Box No.  
 816 Main Road  
 City, State, ZIP+4®  
 Westport, MA 02790

PS Form 3800, April 2015 PSN 7530-02-000-9047

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Westport, MA 02790

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Extra Services & Fees (check box, add fee as appropriate)	\$2.85	06
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.85	
Total Postage and Fees	\$7.25	

Postmark  
SEP 23 2020

Sent To  
 Town of Westport - Board of Selectmen  
 Street and Apt. No., or PO Box No.  
 816 Main Road  
 City, State, ZIP+4®  
 Westport, MA 02790

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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Certified Mail Fee	\$3.55	0091
Extra Services & Fees (check box, add fee as appropriate)	\$2.85	06
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$6.95	

Postmark Here  
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 Town of Westport - Conservation Commission  
 Street and Apt. No., or PO Box No.  
 816 Main Road  
 City, State, ZIP+4®  
 Westport, MA 02790

PS Form 3800, April 2015 PSN 7530-02-000-9047

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.55	
Total Postage and Fees	\$6.95	

Postmark  
SEP 23 2020

Sent To  
 Town of Westport - Planning Board  
 Street and Apt. No., or PO Box No.  
 816 Main Road  
 City, State, ZIP+4®  
 Westport, MA 02790

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See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:  <i>Town of Westport  Board of Selectmen  816 Main Road  Westport, MA 02790</i></p>		<p>B. Received by (Printed Name)  <i>CUA</i></p>	
<p>2. Article Number (Transfer from service label)  7020 1290 0002 1215 0785</p>		<p>C. Date of Delivery</p>	
<p>3. Service Type  <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Insured Mail®  <input type="checkbox"/> Insured Mail Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:  <i>Town of Westport  Board of Selectmen  816 Main Road  Westport, MA 02790</i></p>		<p>B. Received by (Printed Name)  <i>CUA</i></p>	
<p>2. Article Number (Transfer from service label)  7020 1290 0002 1215 0815</p>		<p>C. Date of Delivery</p>	
<p>3. Service Type  <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Insured Mail®  <input type="checkbox"/> Insured Mail Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:  <i>Town of Westport  Planning Board  816 Main Road  Westport, MA 02790</i></p>		<p>B. Received by (Printed Name)  <i>CUA</i></p>	
<p>2. Article Number (Transfer from service label)  7020 1290 0002 1215 0860</p>		<p>C. Date of Delivery</p>	
<p>3. Service Type  <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Insured Mail®  <input type="checkbox"/> Insured Mail Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input checked="" type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:  <i>Town of Westport  Inspector Commission  816 Main Road  Westport, MA 02790</i></p>		<p>B. Received by (Printed Name)  <i>CUA</i></p>	
<p>2. Article Number (Transfer from service label)  7020 1290 0002 1215 0891</p>		<p>C. Date of Delivery</p>	
<p>3. Service Type  <input type="checkbox"/> Adult Signature  <input type="checkbox"/> Adult Signature Restricted Delivery  <input type="checkbox"/> Certified Mail®  <input type="checkbox"/> Certified Mail Restricted Delivery  <input type="checkbox"/> Collect on Delivery  <input type="checkbox"/> Collect on Delivery Restricted Delivery  <input type="checkbox"/> Insured Mail®  <input type="checkbox"/> Insured Mail Restricted Delivery</p>		<p><input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Signature Confirmation Restricted Delivery</p>	

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt



Town of Fairhaven  
Massachusetts  
Office of the Town Administrator  
40 Center Street  
Fairhaven, MA 02719  
Tel: (508) 979-4023  
Fax: (508) 979-4079  
selectmen@Fairhaven-MA.gov

April 17, 2018

Antonio and Ines Lopes  
C/O Brian Lopes  
20 Yankee Way  
Fairhaven, MA 02719

Dear Antonio and Ines Lopes,

Please be informed that the Fairhaven Board of Selectmen at their meeting of April 9, 2018 voted not to exercise the Town's right of first refusal regarding the conversion of M.G.L. c61A land, so called, consisting of approximately 12 acres of land located at 20 Yankee Lane (Assessors Map 39, Lots 16, 23 and 30).

On behalf of the Fairhaven Board of Selectmen

Mark H. Rees  
Town Administrator

Cc: Board of Selectmen  
Planning Board  
Board of Assessors  
Gregory B. Carey, Clean Energy Collective

**CHAPTER 61A**  
**DECISION OF TOWN OPTION**  
**CHANGE OF USE OF CLASSIFIED LAND**

TO: Mr. Brian Lopes  
20 Yankee Lane  
Fairhaven, MA 02719

The Board of Selectmen in the Town of Fairhaven, MA, have received a "Statutory Notice" of intend to sell and/or convert to some other use, 14.8 acres of land, as more specifically described in Exhibit A which is attached hereto, classified as agricultural land taxed under the provisions of M.G.L. Chapter 61A of the General Laws, known as 20 Yankee Lane, Fairhaven, MA and Town of Fairhaven Assessor Map 39, Lots 16, 23 and 30.

Current Owner of Record: Antonio S. Lopes & Ines M. Lopes c/o Brian Lopes

Deed Reference: Bristol County (S.D.) Registry of Deeds Book 12123, Pages 157 and 163

Under said M.G.L. Chapter 61A, the Town of Fairhaven has an option to purchase said land intended to be sold and/or converted to other uses (i.e. withdrawal from Chapter 61A classification).

This is to inform you that the Town of Fairhaven by and through said Board of Selectmen has voted **NOT** to exercise said option to purchase.

[Signatures on following Pages]

\_\_\_\_\_, Chairman \_\_\_\_\_  
Daniel Freitas Robert J. Espindola Keith Silvia

Notice of Intent Received: January 19, 2018

Action by Board Dated: March \_\_\_\_\_, 2021

Commonwealth of Massachusetts

County of Bristol

On this \_\_\_\_\_ of March, 2021, before me, \_\_\_\_\_, the

undersigned Notary Public, personally appeared Daniel Freitas, Robert J. Espindola and Keith Silvia, proved to me through satisfactory evidence of identification, which were

\_\_\_\_\_ to be the persons whose names are signed on the preceding or attached document, and each acknowledged to me that he signed it voluntarily for its stated purpose as a Selectman for the Town of Fairhaven, MA.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires:

## **EXHIBIT A**

### **DESCRIPTION OF NORTHERN SOLAR LEASE AREA**

**DESCRIPTION** OF LAND LOCATED IN FAIRHAVEN, BRISTOL COUNTY, MASSACHUSETTS SHOWN ON A PLAN ENTITLED "ALTA/NSPS LAND TITLE SURVEY FOR 20 YANKEE LANE SOLAR PROJECT, FAIRHAVEN, MASSACHUSETTS" CONSISTING OF 3 SHEETS.

MORE FULLY DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT**, SAID POINT BEING N 09°20'40" W, 1,380.27 FEET FROM A POINT ON A STONE WALL ON THE NORTHERN PROPERTY LINE OF LAND NOW OR FORMERLY OF DETERRA, SHOWN AS FAIRHAVEN ASSESSOR MAP 39 LOT 32, SAID POINT BEING THE SOUTHWEST CORNER OF LAND NOW OR FORMERLY OF LOPES, SHOWN AS FAIRHAVEN ASSESSOR MAP 39, LOT 30.

THENCE, N 18°09'58" W, 244.87 FEET TO A POINT,

THENCE, N 15°42'53" W, 196.61 FEET TO A POINT,

THENCE, N 33°45'02" W, 80.11 FEET TO A POINT,

THENCE, N 30°40'02" E, 38.59 FEET TO A POINT,

THENCE, N 78°50'00" E, 514.21 FEET TO A POINT,

THENCE, N 90°00'00" E, 128.56 FEET TO A POINT,

THENCE, S 00°00'00" E, 271.82 FEET TO A POINT,

THENCE, S 11°28'02" W, 146.78 FEET TO A POINT,

THENCE, S 58°33'16" W, 162.97 FEET TO A POINT,

THENCE, S 30°03'25" W, 186.74 FEET TO A POINT,

THENCE, N 40°48'55" W, 54.18 FEET TO A POINT,

THENCE, N 90°00'00" W, 181.45 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING:** 297,783 SQUARE FEET OR 6.84 ACRES OF LAND, MORE OR LESS, BEING THE SAME AREA SHOWN AS NORTHERN SOLAR LEASE AREA

ON THE ABOVE REFERENCED PLAN AND BEING A PORTION OF THE LAND  
ON FAIRHAVEN ASSESSOR MAP 39, LOT 23 AND LOT 16.

**DESCRIPTION OF  
SOUTHERN SOLAR LEASE AREA**

**DESCRIPTION OF LAND LOCATED IN FAIRHAVEN, BRISTOL COUNTY,  
MASSACHUSETTS SHOWN ON A PLAN ENTITLED "ALTA/NSPS LAND TITLE  
SURVEY FOR 20 YANKEE LANE SOLAR PROJECT, FAIRHAVEN,  
MASSACHUSETTS" CONSISTING OF 3 SHEETS.**

MORE FULLY DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT, SAID POINT BEING N 06°49'36" W, 383.00 FEET  
FROM A POINT ON A STONE WALL ON THE NORTHERN PROPERTY LINE OF  
LAND NOW OR FORMERLY OF DETERRA, SHOWN AS FAIRHAVEN  
ASSESSOR MAP 39 LOT 32, SAID POINT BEING THE SOUTHWEST CORNER OF  
LAND NOW OR FORMERLY OF LOPES, SHOWN AS FAIRHAVEN ASSESSOR  
MAP 39, LOT 30.**

THENCE, N 10°11'01" W, 497.43 FEET TO A POINT,

THENCE, N 26°27'24" E, 140.40 FEET TO A POINT,

THENCE, N 13°54'06" W, 37.16 FEET TO A POINT,

THENCE, N 66°19'43" E, 25.77 FEET TO A POINT,

THENCE, S 62°10'15" E, 65.90 FEET TO A POINT,

THENCE, S 10°09'15" E, 94.11 FEET TO A POINT,

THENCE, S 75°20'48" E, 229.55 FEET TO A POINT,

THENCE, N 64°16'41" E, 49.06 FEET TO A POINT,

THENCE, S 54°21'23" E, 108.11 FEET TO A POINT,

THENCE, S 36°59'59" E, 122.32 FEET TO A POINT,

THENCE, S 29°12'15" W, 61.93 FEET TO A POINT,

THENCE, S 23°14'34" E, 240.31 FEET TO A POINT,

THENCE, S 36°51'06" E, 206.79 FEET TO A POINT,

THENCE, S 17°14'23" W, 67.85 FEET TO A POINT,  
THENCE, S 72°22'23" W, 97.25 FEET TO A POINT,  
THENCE, N 70°19'38" W, 82.41 FEET TO A POINT,  
THENCE, N 89°19'30" W, 55.04 FEET TO A POINT,  
THENCE, N 54°30'28" W, 60.56 FEET TO A POINT,  
THENCE, N 70°58'33" W, 29.30 FEET TO A POINT,  
THENCE, N 90°00'00" W, 88.02 FEET TO A POINT,  
THENCE, N 16°32'27" W, 73.37 FEET TO A POINT,  
THENCE, N 39°44'39" W, 65.44 FEET TO A POINT,  
THENCE, N 90°00'00" W, 207.34 FEET TO A POINT, THE **POINT OF BEGINNING**.

**CONTAINING:** 346,715 SQUARE FEET OR 7.96 ACRES OF LAND, MORE OR LESS BEING THE SAME AREA SHOWN AS SOUTHERN SOLAR LEASE AREA ON THE ABOVE REFERENCED PLAN AND BEING A PORTION OF THE LAND ON FAIRHAVEN ASSESSOR MAP 39, LOT 30 AND LOT 23.



# POLL WORKERS

NAME	PTY	ADDRESS	TOWN
Alfonse, Christine	R	38 Veranda Avenue	Fairhaven, MA 02719
Amaral, Maria O.	U	170 Riverside Avenue, #207	New Bedford, MA, 02746
Bachand, Lee	U	152 Acushnet Road	Mattapoisett, MA 02739
Barr, Denise	D	19 Adams Street	Fairhaven, MA 02719
Belliveau, Sandra	D	124 Weeden Road	Fairhaven, MA 02719
Bisson, Michele	R	77 Green Street	Fairhaven, MA 02719
Botelho, Diane	D	180 Adams Street, #16A	Fairhaven, MA 02719
Branco, Maria	U	13 Reservation Road	Fairhaven, MA 02719
Burgo, Elaine	D	147 Merrimac Street	New Bedford, MA 02740
Cabral, Kathleen P.	U	30 Castle Avenue,	Fairhaven, MA 02719
Chevalier, David	D	31 Phoenix Street	Fairhaven, MA 02719
Chevalier, Linda	D	31 Phoenix Street	Fairhaven, MA 02719
Costa, Bernadette	U	19 Huttleston Avenue	Fairhaven, MA 02719
Crawford, Anna	U	125 New Boston Road, #2	Fairhaven, MA 02719
Cunha, Mary	U	201 Nasketucket Way	Fairhaven, MA 02719
Curci-Manchester, Kelly	U	6 Jefferson Street	Fairhaven, MA 02719
Curri, Jefferson	D	6 Jefferson Street	Fairhaven, MA 02719
Currin, Jeanne	U	31 Pine Grove Street	Fairhaven, MA 02719
Dean, Janice	D	138 Main Street, #9	Fairhaven, MA 02719
Delano-Calamari, Catherine	D	44 William Street, #1	Fairhaven, MA 02719
Devlin-Riley, Emily	D	4 Aucoot Road	Mattapoisett, MA 02739
Diggle, George	U	21 Summer Street	Fairhaven, MA 02719
Dulin, Jacqueline	D	334 Main Street, #306B	Fairhaven, MA 02719
Duval, Jodi	U	46 Wilding Street	Fairhaven, MA 02719
Ellis, Anne	U	310 Mill Road - PO Box 701	Fairhaven, MA 02719
English, Erin	D	1 Bates Street	Fairhaven, MA 02719
Fauteux, Carole	U	87 Harding Road	Fairhaven, MA 02719
Gluesing, Karen	D	74 Weeden Road	Fairhaven, MA 02719
Gomes, Brenda	D	246 Huttleston Avenue	Fairhaven, MA 02719
Grace, Mary	U	89 Spring Street	Fairhaven, MA 02719
Greene, Pamela	R	109 Washington Street	Fairhaven, MA 02719
Gwozdz, Grace M.	D	7 Eddy Street	Fairhaven, MA 02719
Hesketh, Joanne L.	U	16 Cottage Street	Fairhaven, MA 02719
Hodgekinson, Robert	D	24 Brown Street	Fairhaven, MA 02719
Jennings, Frances	D	143 Washington Street	Fairhaven, MA 02719
Kyle, Adam	U	424 Sconticut Neck Road	Fairhaven, MA 02719

# POLL WORKERS

Lavallee, Madeleine	D	157 Washington Street, #105	Fairhaven, MA 02719
LeBlanc, Sandra	D	17 Elm Avenue	Fairhaven, MA 02719
Letts, Michelle	U	7 Andrew Avenue	Fairhaven, MA 02719
McCaul, Sarah	D	29 Castle Avenue	Fairhaven, MA 02719
Melanson, Cathy	U	110 Adams Street	Fairhaven, MA 02719
Mello, Joan	U	15 New Boston Road	Fairhaven, MA 02719
Meredith, Terrence	U	127 Cottonwood St - PO Box 684	Fairhaven, MA 02719
Millette, Claire	U	138 Main Street, #1	Fairhaven, MA 02719
Mimoso, Kim	U	59 Oliver Street	Fairhaven, MA 02719
Miranda, Janet	U	47 Laurel Street	Fairhaven, MA 02719
Miranda, David	D	47 Laurel Street	Fairhaven, MA 02719
Mitchell, Barbara	U	19 Judson Drive	Fairhaven, MA 02719
Moniz, Lisa	U	23 Harvard Street	Fairhaven, MA 02719
Nichols, Linda	R	22 Sedgewick Road	Fairhaven, MA 02719
Palmer, Cydney	U	3 Wayne Street	Fairhaven, MA 02719
Parker, Pauline	U	38 Blackburn Street	Fairhaven, MA 02719
Pasquill, Elaine	D	25 Wilding Street	Fairhaven, MA 02719
Perry, Nancy	U	93 Fort Street	Fairhaven, MA 02719
Perry, Nona	D	78 Ellen Street	New Bedford, MA 02744
Richard, Deborah	D	1 McGann Terrace	Fairhaven, MA 02719
Rocha, Diane	D	346 Huttleston Avenue	Fairhaven, MA 02719
Rocha, Elaine	D	7 Holiday Drive	Fairhaven, MA 02719
Romano, Andrew	D	223 Main Street, 1F	Fairhaven, MA 02719
Rose, Brian	U	15 Summer Street	Fairhaven, MA 02719
Rose, Janice	U	44 Jerusalem Road	Fairhaven, MA 02719
Russell, Molly	U	44 Summer Street	Fairhaven, MA 02719
Santos, Paul	U	7 Sharon Street	Fairhaven, MA 02719
Shifman, Diane S.	U	42 Glenhaven Avenue	Fairhaven, MA 02719
Silvia, Kathryn	D	25 Harvard Street	Fairhaven, MA 02719
Spooner, Susan	U	15 Baxter Avenue	Fairhaven, MA 02719
Smith, Brendalee	R	71 Fort Street	Fairhaven, MA 02719
StMarie-Johnson, Freda	D	180 Adams Street, #30B	Fairhaven, MA 02719
Surprenant, Rebecca	U	10 Nonquitt Avenue	Fairhaven, MA 02719
Sylvia, Elizabeth	D	3 Holiday Drive	Fairhaven, MA 02719
Therrien, Linda	U	287 Huttleston Avenue	Fairhaven, MA 02719
Thomas, Michael W.	D	1 Teal Circle	Fairhaven, MA 02719
Thomas, Rachel	D	1 Teal Circle	Fairhaven, MA 02719
Ytomascik, Debbie	U	22 Cottage Street	Fairhaven, MA 02719
Varley, Sarah	U	621 Cottage Street	New Bedford, MA 02740

# POLL WORKERS

Veitas-Limantas, Reda	U	101 Main Street, 1E	Fairhaven, MA 02719
Vieira, Carl	D	11 Prince Street	Fairhaven, MA 02719
Vieira, Tammy	U	11 Prince Street	Fairhaven, MA 02719
Wilson, Clint	D	5 Bay Street	Fairhaven, MA 02719
Winnett, Heidi	R	16 Blossom Street	Fairhaven, MA 02719
Yarmac, Mary	D	85 Laurel Street	Fairhaven, MA 02719
81			

## SELECTMEN'S MEETING

Liquor License Hearing

Monday, March 8, 2021

@7:00 PM

**Application submitted for:**

**The Transfer of a Restaurant/All Alcohol License  
& Pledge of said License to Rockland Trust Company**

**From:**

**JCR Bar & Grill, Inc., d/b/a OFF THE HOOK  
56 Goulart Memorial Drive  
Fairhaven, MA 02719  
Richard A. Stanley, Manager**

Bldg.: Will advise.

Bd. of Health: "All set, just need to file for a food permit & marina permit with their Office, otherwise, "No Concerns".

Advertisement: Placed in Legal Ads 2/25/21 "The Advocate Newspaper"

Tax: OK

WC: OK, pending new owner approval

## **TOWN OF FAIRHAVEN**

Notice is hereby given under Chapter 138 of the Massachusetts General Laws that JCR Bar & Grill, Inc., d/b/a Off The Hook, 56 Goulart Memorial Drive, Fairhaven, MA, Richard A. Stanley, Manager, has applied for the transfer of a Restaurant/All Alcohol License and the Pledge of said License to be made to The Rockland Trust Company.

The described premise will consist of a first floor, inside area with a total of 1,430 Sq. Ft. with two (2) Rooms; an outside area with approx. 3,100 Sq. Ft. includes one (1) outside tent/patio area. The second floor inside area includes one (1) office with 300 Square Feet. The premise includes a number of two (2) Entrances /Exits, a proposed seating capacity of 94 and proposed occupancy of 145.

A hearing will be held at a Selectmen's Meeting, Fairhaven Town Hall, Banquet Room, 40 Center Street, Fairhaven, MA on Monday, March 8, 2021 at 7:00 PM.

## **BOARD OF SELECTMEN**

Daniel Freitas, Chairman  
Robert Espindola  
Keith Silvia



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

04740-RS-0384

ENTITY/ LICENSEE NAME JCR Bar & Grill, Inc. d/b/a Off the Hook

ADDRESS 56 Goulart Memorial Drive

CITY/TOWN Fairhaven

STATE MA

ZIP CODE 02719

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> New License                                   | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC)         |
| <input checked="" type="checkbox"/> Transfer of License                | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input checked="" type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement                       |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                                      |
|  | <input type="checkbox"/> Other  |   | <input type="checkbox"/> Change of DBA  |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS  
TRANSMITTAL FORM ALONG WITH  
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission  
95 Fourth Street, Suite 3  
Chelsea, MA 02150-2358



*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality

**1. TRANSACTION INFORMATION**

- ☒ Transfer of License  
☐ Alteration of Premises  
☐ Change of Location  
☐ Management/Operating Agreement
- ☐ Pledge of Inventory  
☒ Pledge of License  
☐ Pledge of Stock  
☐ Other
- ☐ Change of Class  
☐ Change of Category  
☐ Change of License Type  
(\$12 ONLY, e.g. "club" to "restaurant")

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

The existing license is being transferred as part of the sale of the assets of the Restaurant located at 56 Goulart Memorial Drive in Fairhaven, Massachusetts. The operation and theme of the business will remain the same. There is no intent to change the overall function of the current business.

**2. LICENSE CLASSIFICATION INFORMATION**

**ON/OFF-PREMISES**

**TYPE**

**CATEGORY**

**CLASS**

**3. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number

FEIN

Entity Name

DBA

Manager of Record

Street Address

Phone

Email

Add'l Phone

Website

**4. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

Consists of a first floor, inside area with a total of 1,430 sq. ft. with two rooms; an outside area with approximately 3,100 sq. ft. includes one outside tent/patio area. The second floor inside area includes an office with 300 sq. ft., the premises includes a number of two entrances/exits, a proposed seating capacity of 94 and proposed occupancy of 145

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

## APPLICATION FOR A TRANSFER OF LICENSE

### 10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$0.00
B. Purchase Price for Business Assets	\$100,000.00
C. Other* (Please specify)	\$0.00
D. Total Cost	\$100,000.00

\*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

#### SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Rockland Trust Company	\$2,231,250.00
Total	\$2,231,250.00

#### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Rockland Trust Company	\$2,231,250.00	Commercial loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

#### FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Rockland Trust Company will be providing commercial financing to the applicant in the amount of \$2,380,000, to be secured by a pledge of liquor license and business assets of the applicant as well as a mortgage on 56 Goulart Memorial Drive which will be owned by a related entity.

### 11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☒ Yes ☐ No

Please indicate what you are seeking to pledge (check all that apply) ☒ License ☐ Stock ☐ Inventory

To whom is the pledge being made? Rockland Trust Company





Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0989787456  
Notice Date: January 28, 2021  
Case ID: 0-001-094-706



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



OFF THE HOOK, INC  
56 GOULART MEMORIAL DR  
FAIRHAVEN MA 02719-2106

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, OFF THE HOOK, INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief  
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker

GOVERNOR

Karyn E. Polito

LT. GOVERNOR



313374146

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

Off The Hook, Inc.  
56 Goulart Memorial Dr  
Fairhaven, MA 02719-2106

EAN: 22053825  
January 27, 2021

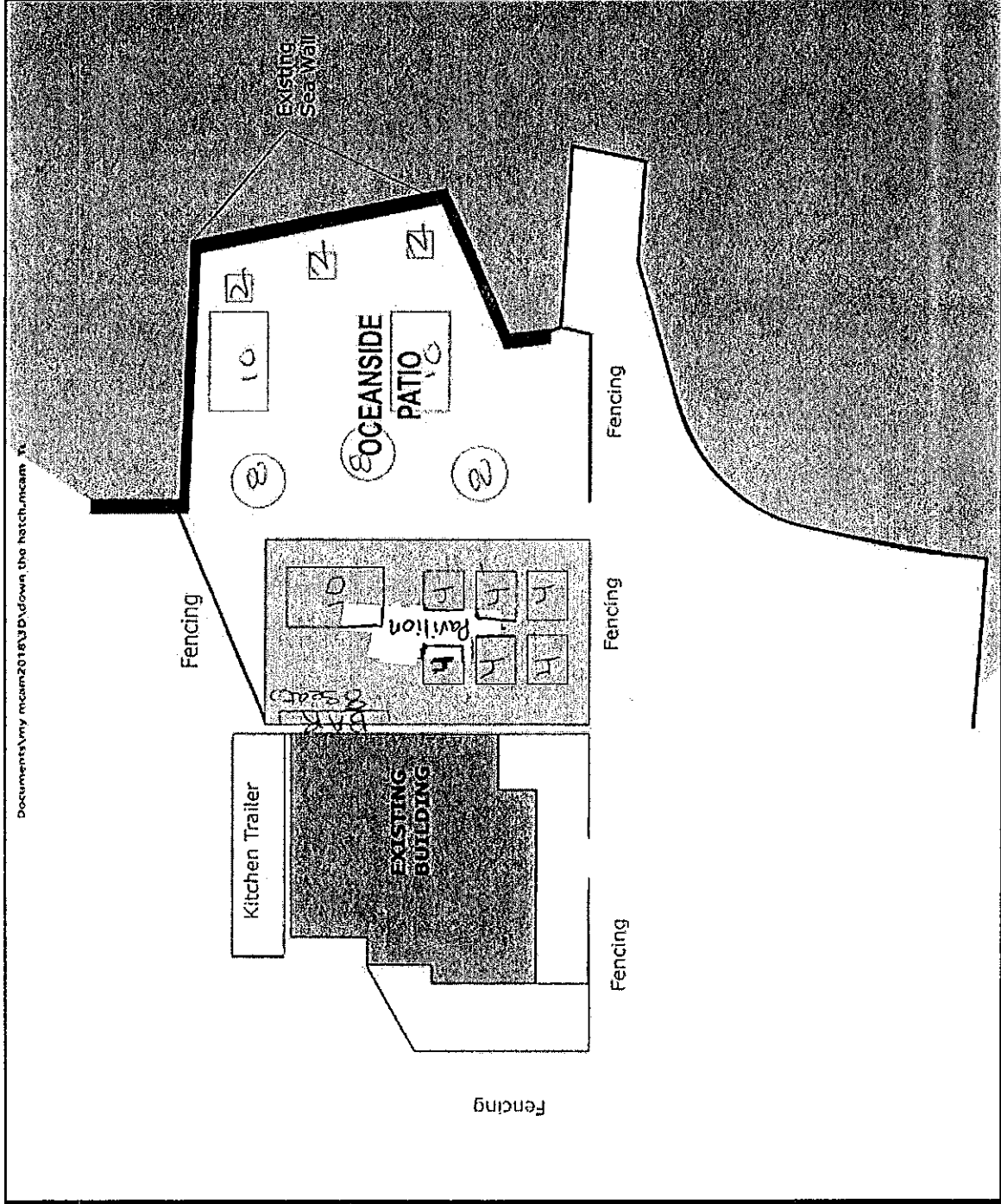
Certificate Id:44901

The Department of Unemployment Assistance certifies that as of 1/27/2021 ,Off The Hook, Inc. is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

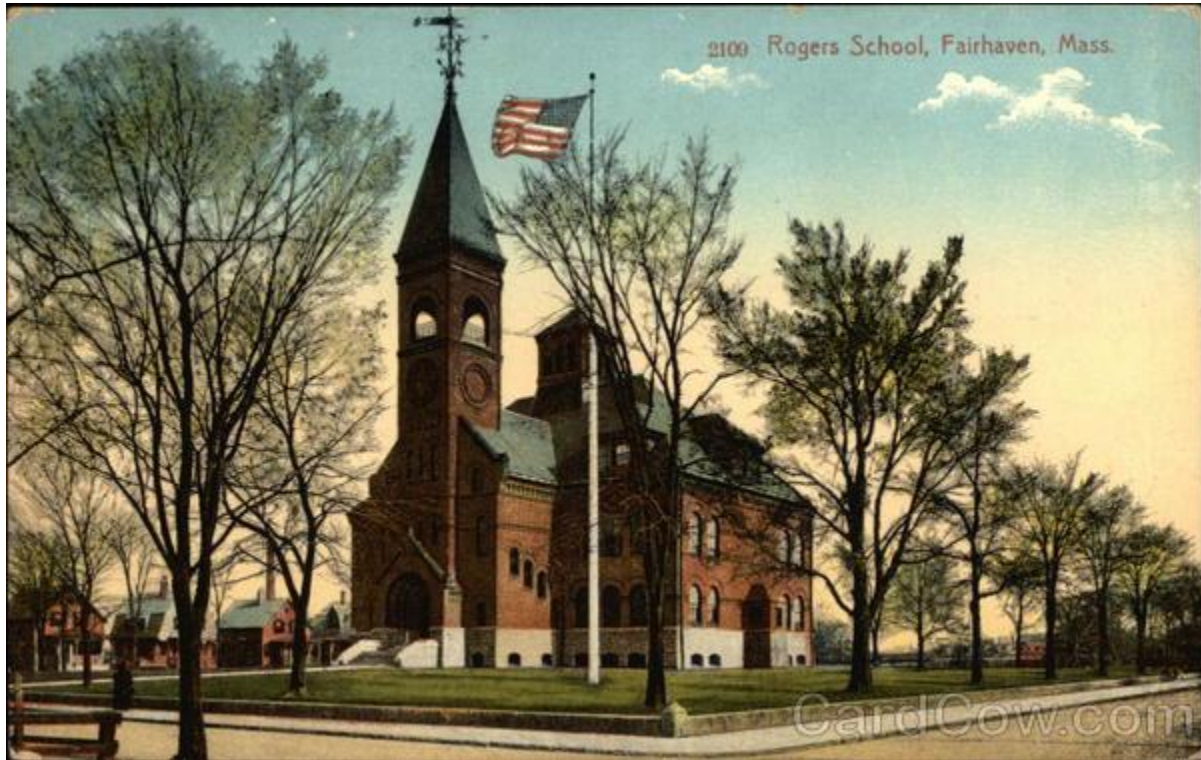
This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



# Sale of Rogers school to be discussed at meeting





F2

Wendy Graves &lt;wgraves@fairhaven-ma.gov&gt;

---

**Town Meeting Date**

8 messages

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**Mark Sylvia** <msylvia11@comcast.net>

Fri, Feb 26, 2021 at 2:21 PM

To: Daniel Freitas <dfreitas@fairhaven-ma.gov>, Wendy Graves <wgraves@fairhaven-ma.gov>, "pell6290@comcast.net" <pell6290@comcast.net>, Robert Baldwin <rbaldwin@fairhavenps.net>, Brian Monroe <bmonroe@fairhavenps.net>, Carolyn Hurley <churley@fairhaven-ma.gov>

Cc: Tom Crotty <tomcrotty@tcrottylaw.com>

Good Afternoon All -

Wendy reached out to me to discuss the date for Town Meeting and whether we want to consider moving it out to June when more accurate revenue information may be available from DOR/Legislature and in anticipation of continued COVID-19 constraints for the next few months.

I thought I would throw this topic out for discussion - possibly at a future Selectmen's Meeting and to also get a sense from each of you as to your thoughts.

Let me know what you think. I confirmed with Tom Crotty that the same emergency town meeting tools are in place relative to setting the town meeting date/postponement and authority to conduct the town meeting remotely.

Thanks  
Mark

Mark Sylvia  
(508) 858-7123

---

**Carolyn Hurley** <churley@fairhaven-ma.gov>

Fri, Feb 26, 2021 at 2:40 PM

To: Mark Sylvia <msylvia11@comcast.net>

Cc: Daniel Freitas <dfreitas@fairhaven-ma.gov>, Wendy Graves <wgraves@fairhaven-ma.gov>, "pell6290@comcast.net" <pell6290@comcast.net>, Robert Baldwin <rbaldwin@fairhavenps.net>, Brian Monroe <bmonroe@fairhavenps.net>, Tom Crotty <tomcrotty@tcrottylaw.com>

Hi Mark,

Whatever works best for the Town. I am on board.

Carolyn Hurley  
Fairhaven Town Clerk  
[Quoted text hidden]  
--

Carolyn Hurley

Town Clerk

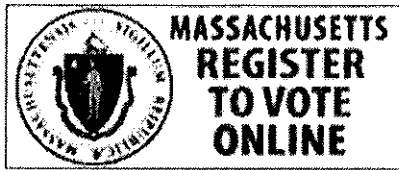
Town of Fairhaven

Telephone: 508-979-4023 X105

churley@fairhaven-ma.gov

Annual Town Election, April 5, 2021

Last day to Register is March 16, 2021



REGISTER TO VOTE



FAIRHAVEN TOWN CLERK

**Check your Massachusetts voter**

**pell6290@comcast.net** <pell6290@comcast.net>

Sat, Feb 27, 2021 at 12:56 PM

To: Carolyn Hurley <churley@fairhaven-ma.gov>, Mark Sylvia <msylvia11@comcast.net>

Cc: Daniel Freitas <dfreitas@fairhaven-ma.gov>, Wendy Graves <wgraves@fairhaven-ma.gov>, Robert Baldwin <rbaldwin@fairhavenps.net>, Brian Monroe <bmonroe@fairhavenps.net>, Tom Crotty <tomcrotty@tcrottylaw.com>

Agreed to the benefits.

It would be good to take action on this change early in the process. I would suggest only one delay though. I would prefer not to repeat last year.

Pat Elliott  
Fin Com Chair

[Quoted text hidden]

**Daniel Freitas** <dfreitas@fairhaven-ma.gov>

Sat, Feb 27, 2021 at 1:08 PM

To: pell6290@comcast.net

Cc: Carolyn Hurley <churley@fairhaven-ma.gov>, Mark Sylvia <msylvia11@comcast.net>, Wendy Graves <wgraves@fairhaven-ma.gov>, Robert Baldwin <rbaldwin@fairhavenps.net>, Brian Monroe <bmonroe@fairhavenps.net>, Tom Crotty <tomcrotty@tcrottylaw.com>

All

I'm not opposed to moving out the date. With that said I would rather not break it down like we did last year. Let me know when we would like to see this on our agenda.

Dan

Sent from my iPhone

On Feb 27, 2021, at 12:56 PM, pell6290@comcast.net wrote:

[Quoted text hidden]

---

**Brian Monroe** <bmonroe@fairhavenps.net>

Sat, Feb 27, 2021 at 1:11 PM

To: Daniel Freitas <dfreitas@fairhaven-ma.gov>

Cc: Carolyn Hurley <churley@fairhaven-ma.gov>, Mark Sylvia <msylvia11@comcast.net>, Robert Baldwin <rbaldwin@fairhavenps.net>, Tom Crotty <tomcrotty@tcrottylaw.com>, Wendy Graves <wgraves@fairhaven-ma.gov>, pell6290@comcast.net

Has the state provided a date on when actionable information will be available?

V/r,

Brian

[Quoted text hidden]

---

**Mark Sylvia** <msylvia11@comcast.net>

Sun, Feb 28, 2021 at 1:57 PM

To: Brian Monroe <bmonroe@fairhavenps.net>, Daniel Freitas <dfreitas@fairhaven-ma.gov>

Cc: Carolyn Hurley <churley@fairhaven-ma.gov>, Robert Baldwin <rbaldwin@fairhavenps.net>, Tom Crotty <tomcrotty@tcrottylaw.com>, Wendy Graves <wgraves@fairhaven-ma.gov>, pell6290@comcast.net

Not that I am aware of. I know they strive to have local aid numbers before the end of the fiscal year - but I don't know if there has been any indication for this year's timing/process.

Mark Sylvia

[Quoted text hidden]

---

**Wendy Graves** <wgraves@fairhaven-ma.gov>

Tue, Mar 2, 2021 at 8:40 AM

To: Mark Sylvia <msylvia11@comcast.net>

Hi Mark,

If you agree I would like to put this on the next Selectmen's meeting on March 8th for discussion.

Best Regards,

Wendy

[Quoted text hidden]

---

**Mark Sylvia** <msylvia11@comcast.net>

Tue, Mar 2, 2021 at 9:52 AM

To: Wendy Graves <wgraves@fairhaven-ma.gov>

Hi Wendy -

Yes, that would be great, thanks.

Mark

Mark Sylvia

[Quoted text hidden]





Wendy Graves &lt;wgraves@fairhaven-ma.gov&gt;

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**Union Wharf Property**

1 message

**Thomas P. Crotty** <tomcrotty@tcrottylaw.com>

Tue, Feb 16, 2021 at 4:16 PM

Reply-To: tomcrotty@tcrottylaw.com

To: Wendy Graves &lt;wgraves@fairhaven-ma.gov&gt;, Vicki Oliveira &lt;vloliveira@fairhaven-ma.gov&gt;

Wendy

Attached is the form for the RFP for the town's disposition of a portion of the town's Union Wharf parcel.

The steps to now be followed for this disposition are:

1. The selectmen declare the property available for disposition. The board may have already voted this previously. But the parcel is slightly wider than originally proposed, so they should vote again to be sure. The motion would be "to declare the 2565 square foot portion at the eastern part of Map 7, Lot 9, available for disposition".
2. Publish the RFP in a newspaper serving Fairhaven. It must be published at least once a week for two consecutive weeks, and the last publication must be at least eight days before proposals are due.
3. Publish the RFP in the state's central registry for at least one month before the proposals are due.
4. If the board decides to sell the land for less than the appraised value it must publish in the central registry a statement of the reasons for that decision.

Also, we anticipate that one proposal will be in the form of real estate – the privately owned 30 by 30 foot portion of Union Wharf.

If that is offered the selectmen should consider the unique location of that property, and may determine that advertising for acquisition would not benefit the town.

Let me know if you have any questions I this regard.

Tom

Thomas P. Crotty

**Thomas P. Crotty & Associates, PLLC**

5 Dover Street, Suite 102

New Bedford, MA 02740-4992

TomCrotty@tcrottylaw.com

Tel: 508-990-9101 Fax: 508-990-9108

Cell/SMS: 508-916-7862

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Wendy Graves &lt;wgraves@fairhaven-ma.gov&gt;

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## Host Agreement

---

**Thomas P. Crotty** <tomcrotty@tcrottylaw.com>  
Reply-To: tomcrotty@tcrottylaw.com  
To: Wendy Graves <wgraves@fairhaven-ma.gov>

Thu, Feb 18, 2021 at 4:41 PM

Wendy

Attached are the Cannabis Control Commission guidelines that would apply.

You will see that there is no formal process for negotiating a host community agreement.

Where the town already has existing agreements they can be used as a template.

I would suggest that the board authorize one of its members to take the lead in negotiating terms, for the full board to review for approval.

Tom

Thomas P. Crotty

**Thomas P. Crotty & Associates, PLLC**

5 Dover Street, Suite 102

New Bedford, MA 02740-4992

TomCrotty@tcrottylaw.com

Tel: 508-990-9101 Fax: 508-990-9108


Cell/SMS: 508-916-7862

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[Quoted text hidden]

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### 2 attachments

 **200825\_Guidance\_for\_Municipalities.pdf**  
1301K

 **Guidance\_on\_Host\_Community\_Agreements.pdf**  
238K



Wendy Graves &lt;wgraves@fairhaven-ma.gov&gt;

**Re: \*Notice of Change\* Re: Elevation Retail at 240 Bridge St**

6 messages

Vicki Oliveira <vloliveira@fairhaven-ma.gov>  
To: Andre Arzumanyan <andre.arzumanyan@gmail.com>  
Cc: Wendy Graves <wgraves@fairhaven-ma.gov>

Thu, Feb 4, 2021 at 2:48 PM

Hi Mr. Arzumanyan,

By way of copy I am forwarding your email to the interim Town Administrator, Wendy Graves, for review and she will be happy to answer your questions.

Best Regards,

Vicki L Oliveira  
vloliveira@fairhaven-ma.gov  
Assistant to the Town Administrator  
Notary Public  
Town of Fairhaven  
40 Center Street  
Fairhaven, MA 02719  
PH: (508)979-4023 EXT. 101  
FAX: (508) 979-4079  
Town of Fairhaven

On Thu, Feb 4, 2021 at 2:30 PM Andre Arzumanyan <andre.arzumanyan@gmail.com> wrote:  
Hi Vicki, I sent an email to Mark and received the auto response below.

My name is Andre Arzumanyan and I'm the president of Elevation Retail LLC.

I'm reaching out to introduce myself and to learn about the Town's Host Community Agreement process for Marijuana Establishments.

We've secured site control at 240 Bridge St and I would like to schedule an introduction meeting with the select board to learn about Fairhaven's goals for our emerging industry.

Please let me know your recommendation and the Select Board's availability over the coming weeks for an introduction. I look forward to the opportunity of meeting you.

Very Best,  
Andre  
(781) 316-7626

On Feb 4, 2021, at 13:47, Mark Rees <mrees@fairhaven-ma.gov> wrote:

You have reached the email of Mark Rees who has retired as of January 7, 2021. Wendy Graves will be the interim Town Administrator and this email will be forwarded to her inbox. If you have any questions, please contact Vicki Oliveira in the Selectmen's Office, vloliveira@fairhaven-ma.gov.

--

Mark H. Rees  
Town Administrator  
Town of Fairhaven  
Fairhaven Town Hall  
40 Center Street, Fairhaven, MA 02719  
(508) 979-4023  
mrees@fairhaven-ma.gov

---

**Andre Arzumanyan** <andre.arzumanyan@gmail.com>

Thu, Feb 4, 2021 at 2:54 PM

To: Vicki Oliveira &lt;vloliveira@fairhaven-ma.gov&gt;

Cc: Wendy Graves &lt;wgraves@fairhaven-ma.gov&gt;

Thank you so much Vicki.

Hi Wendy, it's great to meet you. I look forward to hearing from you at your convenience.

Best,  
Andre

On Feb 4, 2021, at 14:48, Vicki Oliveira <vloliveira@fairhaven-ma.gov> wrote:

[Quoted text hidden]

---

**Andre Arzumanyan** <andre.arzumanyan@gmail.com>

Fri, Feb 12, 2021 at 11:29 AM

To: Wendy Graves &lt;wgraves@fairhaven-ma.gov&gt;

Cc: Vicki Oliveira &lt;vloliveira@fairhaven-ma.gov&gt;

Good morning Wendy, Vicki, I hope you are well.

I just tried you both by phone to follow up on my note to coordinate a session with the Selectboard regarding an HCA for our site at 240 Bridge Street.

Can you please let us know the best way to proceed?

Best,  
Andre

On Feb 4, 2021, at 14:54, Andre Arzumanyan <andre.arzumanyan@gmail.com> wrote:

Thank you so much Vicki.

[Quoted text hidden]

---

**Wendy Graves** <wgraves@fairhaven-ma.gov>

Fri, Feb 12, 2021 at 11:41 AM

To: Paul Foley &lt;pfoley@fairhaven-ma.gov&gt;

Hi Paul,

What is the process for this?

Wendy

[Quoted text hidden]

---

**Paul Foley** <pfoley@fairhaven-ma.gov>  
To: Wendy Graves <wgraves@fairhaven-ma.gov>

Fri, Feb 12, 2021 at 11:53 AM

Wendy,

There is one of three host community agreements still available. The applicant has to secure a host community agreement from the Select Board first and then they come to the Planning Board for a Special Permit. I have not been privy to the host community agreement process. Tom Crotty probably has. FYI, Bask is planning to start a soft opening on Monday. The other existing Host Community Agreement with Metro Harvest was supposed to also locate at 240 Bridge. They got a host community agreement but never filed for a Special Permit. 240 Bridge is going to be a difficult location due to the proximity to the busy intersection.

Paul

Paul H. Foley, AICP  
Director of Planning & Economic Development  
Fairhaven, Massachusetts

Town Hall, 40 Center Street  
(508) 979-4082 EXT. 122

[Quoted text hidden]

---

**Wendy Graves** <wgraves@fairhaven-ma.gov>  
To: Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Fri, Feb 12, 2021 at 11:56 AM

Sounds like we need to put them on an upcoming agenda.

[Quoted text hidden]

March 5, 2021

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

Dear Members of the Selectboard,

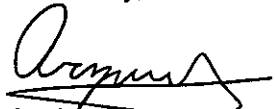
On behalf of our entire team at Elevation, I am pleased to submit the following information packet in support of our intent to operate an adult use retail marijuana establishment to be located at 240 Bridge Street.

Elevation is a local, community focused operator led by an experienced management team with a demonstrated track record of professional Marijuana Establishment operations. Our company is committed to creating an inclusive and positive community environment in the Town of Fairhaven that provides consistent, high quality alternative therapy and wellness products to consumers who are 21 years of age or older.

We look forward to working together with all constituents in the Town of Fairhaven towards the best interests of the Town and are dedicated to adhering with all requirements and regulations concerning the licencing and operation of our establishment.

I look forward to exploring this partnership opportunity with your administration and I welcome your questions or concerns personally.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andre Arzumanyan', written over a horizontal line.

Andre Arzumanyan  
*President, Elevation Retail*  
240 Bridge St.  
Fairhaven, MA 02719  
(781) 316 762

# Elevation Retail

## BUSINESS PLAN

March 2021

# **1. EXECUTIVE SUMMARY**

## **Mission Statement**

Elevation Retail is a local, community focused operator led by an experienced management team with a demonstrated track record of professional Marijuana Establishment operations. The Company's mission is to be a model corporate citizen in the communities in which we have the pleasure and benefit of operating by creating an inclusive and positive environment that provides consistent, high quality alternative therapy and wellness products to consumers who are 21 years of age or older.

## **Our Products**

Elevation will offer a variety of cannabis products that will be compliant with the guidelines and regulations set out by the Commonwealth. In addition to traditional sativa, indica, and hybrid cannabis flower, Elevation will offer a range of products and services that will allow the company to serve customers. Products Elevation intends to offer include, but may not be limited to:

1. Cannabis Flower and Prerolls
2. Concentrates and Vape Cartridges
3. Tinctures, Edibles, Tablets and Beverages
4. Topical Salves, Creams, Lotions, Patches and Sprays

## **What Drives Us**

1. Delivering the highest quality alternative therapy and wellness products with a passionate and knowledgeable customer service.
2. Hiring employees and contractors from the Fairhaven community;
3. Hiring employees and contractors from Fairhaven that have been particularly harmed by the war on drugs;
4. Hiring employees from Fairhaven and surrounding economically distressed communities and giving them the space and knowledge to flourish professionally within Elevation and the cannabis industry as a whole;
5. Having a diverse and socially representative pool of employees;
6. Serving customers 21 years of age or older with a wide variety of high quality products that are safe, effective and consistent;
7. Supporting and assisting local communities, including in offsetting the cost of Elevation's operations within their communities; and
8. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching;

## **2. COMPANY OVERVIEW**

### **Introduction**

Elevation Retail is a local, community focused operator led by an experienced management team with a demonstrated track record of professional Marijuana Establishment operations. The Company is seeking to operate An Adult Use Marijuana Establishment on Bridge Street and is committed to creating an inclusive and positive community environment in the Town of Fairhaven, providing consistent, high quality alternative therapy and wellness products to consumers who are 21 years of age or older. Elevation will bring its experience, with extensive technical, intellectual, and human resources to the development, startup and operations of a Marijuana Establishment in the Town of Fairhaven.

### **Operations**

Elevation will operate under its comprehensive Standard Operating Procedures for all facets of the company's operations including inventory controls and security procedures for the adult use distribution of marijuana products.

No marijuana products will be sold or otherwise marketed that are not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Elevation will maintain records, which are available for inspection by the Commission and the Town of Fairhaven upon request. The records are maintained in accordance with generally accepted accounting principles.

Elevation has obtained and maintains general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. Additionally, Elevation registered agents will comply with all local rules, regulations, ordinances, and bylaws.

### **Security**

Elevation has contracted with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community. Elevation's



state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Fairhaven Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Elevation's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Elevation will maintain a current list of individuals with access.

On-site consumption of marijuana by Elevation's employees and visitors will be prohibited and Elevation will have security personnel on-site during business hours.

### Benefits to the Town of Fairhaven

Elevation will work cooperatively with the Town of Fairhaven, which approved the 2016 Ballot Question 4 legalizing adult use marijuana. To ensure that Elevation operates as a responsible corporate citizen of the Fairhaven community, Elevation will work to establish a mutually beneficial relationship with the Town for granting Elevation the right to site and operate in the Town of Fairhaven. As a result, the Town stands to benefit in various ways, including but not limited to the following:

- **Jobs:**
  - A dispensary will add approximate 42 full-time and part time jobs, in addition to hiring qualified, local contractors and vendors from Fairhaven.
- **Monetary Benefits:**

- A Host Community Agreement with significant monetary contributions and donations will provide the Town with additional financial benefits beyond local property taxes.
- **Access to Quality Product:**
  - Elevation will allow qualified consumers in the Fairhaven and surrounding areas to have access to high quality cannabis flower and products that are tested for cannabinoid content and contaminants.
- **Control:**
  - In addition to the Cannabis Commission, the Fairhaven Police Department and other municipal departments will have oversight over Elevation's security and fire prevention systems and processes.
- **Responsibility:**
  - Elevation is led by experienced Marijuana Establishment management, who have been thoroughly background checked and evaluated by the Commission to meet and exceed the stringent criteria set forth by the CCC.
- **Economic Development:**
  - Elevation's involvement and economic activity in the Fairhaven community will contribute to the revitalization of the area at the currently vacant industrial site, and contribute to the overall economic development of the local community.

### Zoning

To be located in a 1,800 sq. ft. building at 240 Bridge Street, the proposed adult use retail establishment complies with all Fairhaven zoning requirements and bylaws and will include sufficient on site and accessory parking for customers and employees.

In accordance with the Commission's regulations, the property is not located within 500 feet of any public or private school providing education in kindergarten or any of grades 1 through 12 or a licensed daycare center, nursery school, preschool, building operated as part of the campus of any private or public institution of higher learning, playground, park, public library, church, excluding chapels located within a cemetery, substance abuse treatment facility, Marijuana Establishment, or Medical Marijuana Treatment Center.

## **3. MARKET RESEARCH**

### Industry

The Cannabis Industry is among the fastest growing industries in the United States with sales revenues continuing to increase each year and conservative estimates of \$18-\$20 billion in annual sales of cannabis in 2020 alone. Estimates for the Massachusetts legal cannabis market range from \$1.17B - \$1.2B in 2021 (Source: ArcView Market Research and New Frontier) and Fairhaven has the opportunity to participate in its share of the market in the Commonwealth.

### Customers

Elevation's target customers include adults 21 years of age and older seeking high quality alternative therapy and wellness cannabis products in a friendly and knowledgeable environment.

### Competitors

Elevation's competitors include other local, regional, and national cannabis dispensary operators operating in Fairhaven and the Commonwealth.

### Competitive Advantage

Elevation's competitive advantages include an experienced leadership and operations team with years of professional marijuana establishment operations experience.

Additionally, the company has existing relationships with wholesale providers in the Commonwealth of Massachusetts and has arranged for favorable long term product and inventory supply agreements, giving Elevation stability over its supply chain and the quality of products available for consumers.

Finally, Elevation meticulously selects the locations at which it seeks to operate, focusing on high-traffic, high-visibility sites that work within the local community ecosystems and will stand the test of time of the rapidly changing state of the legal cannabis industry in Massachusetts.

### Regulations

Elevation is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Elevation is registered to do business in the Commonwealth as a domestic business corporation and will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Elevation will apply for all state and local permits and approvals required to build and operate the facility in Fairhaven

Elevation will also work cooperatively with various municipal departments in the Town of Fairhaven to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, construction, operation, and security.

## **4. PRODUCTS & SERVICES**

The core products available for sale will be high quality cannabis flower and cannabis derivative products, which will come in a variety of strains and product types. Elevation will also engage in the sale of marijuana related products, such as accessories and hardware.

### **4.2 Pricing Structure**

Elevation's pricing structure will vary based on market conditions and the company plans to market products of superior quality and will price its products accordingly.

## **5. SALES & MARKETING**

### **5.1 Growth Strategy**

Elevation will seek additional, high quality locations in the surrounding area to expand business and reach an increasing number of legal marijuana customers in the near future. Elevation's plan to grow the company includes:

1. Maniacal focus on the customer experience;
2. Strong and consistent branding and value proposition;
3. Passionate and thoughtful staff of industry professionals;
4. Intelligent, targeted, and compliant marketing;

### **5.2 Communication**

Elevation will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two

of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the advertisement.

All marketing, advertising, and branding produced by or on behalf of Elevation will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a1/2)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. **KEEP THIS PRODUCT AWAY FROM CHILDREN.** There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Elevation will communicate with customers through:

1. A company run website;
2. The company's social media assets such as Instagram, Facebook, Twitter, and Snapchat;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Opt-in direct communication channels such as SMS and Email;

Elevation will provide a real-time catalogue and a printed list of the prices and products available to consumers and will post the same catalogue and list on its website and in the retail store.

### **5.3 Sales**

Elevation will sell its products and services by engaging customers with knowledgeable in-store personnel.

Elevation will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Elevation will market its products and services to reach a wide range of qualified consumers.

The company will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any

packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." Elevation will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

#### **5.4 Logo**

Elevation has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials. The logo is discreet, unassuming, and does not use medical symbols, images of marijuana or related paraphernalia.

### **6. FINANCIAL PROJECTIONS SUMMARY**

	First Full Year Projections	Second Full Year Projections	Third Full Year Projections	Fourth Full Year Projections	Fifth Full Year Projections
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
Avg. Monthly Visits	17,617	18,145	18,690	19,250	19,828
Annual Revenue	\$17,123,652	\$17,637,362	\$18,166,482	\$18,711,477	\$19,272,821
Total Expenses	\$11,644,083	\$11,993,406	\$12,353,208	\$12,723,804	\$13,105,518
Est. HCA Impact Fee (3%)	\$513,710	\$529,121	\$544,994	\$561,344	\$578,185
Optional Local Sales Tax (3%)	\$513,710	\$529,121	\$544,994	\$561,344	\$685,071
Total Revenues to Fairhaven	\$1,027,419	\$1,058,242	\$1,089,989	\$1,122,689	\$1,263,256

### **7. LEADERSHIP**

Elevation is led by Andre Arzumanyan, who is an experienced cannabis operator, and has assembled an experienced team to implement the operations of the dispensary. We intend to create 36 - 42 full and part time staff positions within the first

three years of operations in the Town of Fairhaven. No individual on the Elevation team is a controlling individual with more than three licenses in a particular class of license and no manager, director, officer, investor, or other individual affiliated with the company has been convicted of any criminal disqualifying conditions, offenses, and violations pursuant to 935 CMR 500.

***Andre Arzumanyan: (President, Elevation Retail)***

Andre is an experienced executive and operator with nearly two decades of demonstrated leadership in the services, hospitality, and information technology industries. Prior to Elevation, Andre spent over two years leading Business and Community Development at Elevationpeutics Inc., overseeing all facets of the company's retail business launch and expansion into a multi-location, and soon to be multi-state, operator. Skilled in Management, Retail Operations, Business Development, Enterprise Software, E-commerce, and Strategic Planning, Andre enjoys reading and being outdoors and holds a BS in Economics from the University of New Hampshire.

## **8. FINAL REMARKS**

Elevation will be a local community-focused partner first, and an experienced, professional operator second. In addition to partnering on favorable host community agreements with municipalities, Elevation seeks out high-impact charitable donations and volunteering opportunities within the local communities in which we have the responsibility of operating.

Our company is dedicated to promoting equity in its operations for diverse populations, such as minorities, women, veterans, people with disabilities , and people of all gender identities and sexual orientations and Elevation makes commitments in spirit and practice to prioritize hiring and doing business locally by proactively selecting members of the Fairhaven community in hiring and selection of vendors to support operations.

The legal cannabis market promises to be one of the fastest growing industries in Fairhaven and Commonwealth of Massachusetts, and Elevation will position itself to be a regional market leader in the Town of Fairhaven. Elevation welcomes the opportunity to better understand the Town of Fairhaven's vision for the emerging cannabis industry and we look forward to the opportunity of being an engaged, contributing member of the Fairhaven Community.

## TIMELINE FOR ACHIEVING OPERATION

### **935 CMR 500.101(1)(c)**

*Below is a proposed timeline for achieving operation of the Marijuana Establishment and evidence that the Marijuana Establishment will be ready to operate within the proposed timeline after notification by the Commission that the applicant qualifies for licensure.*

<u>Date</u>	<u>Event</u>
1/28/2021	Legal Interest in the Property Obtained
4/15/2021	Obtain Host Community Agreement
5/15/2021	Elevation to Submit Complete Application to CCC
+120 days after Submission of Complete Application	Receive Provisional License from CCC
+180 days after Submission of Complete Application	Receive Special Permit & Submission of Architectural Review
+210 days after Submission of Complete Application	Approval of Architectural Review and Receive Municipal Building Permit
+270 days after Submission of Complete Application	Finish Facility Buildout and Receive Certificate of Occupancy
+280 days after Submission of Complete Application	Commission Inspection of Facility
+ 290 days after Submission of Complete Application	Receive Final License from CCC
+ 300 days after Submission of Complete Application	Receive Authorization to Commence Sales from CCC
+ 306 days after Submission of Complete Application	Begin Sales March 2022



# Guidance on Host Community Agreements

*Revised by the Commission: January 16, 2020*

## Introduction

This document offers guidance to municipalities and applicants working cooperatively to negotiate and execute a Host Community Agreement (HCA), a municipal process separate and apart from the Cannabis Control Commission's (Commission) licensing process.<sup>1</sup> Before being issued a provisional license to operate as a Marijuana Establishment (ME) or Medical Marijuana Treatment Center (MTC), the applicant and municipality must execute an HCA and the municipality must submit a certification of this agreement to the Commission. See 935 CMR 501.101(1)(a)8; 935 CMR 502.101(1)(a)8.

## *Obligations for Municipalities*

The parties to the HCA are the owners or authorized representatives of the ME or MTC and the contracting authority for the municipality. As with any agreement, the HCA must be negotiated between willing parties to the contract. As with any agreement entered into by a municipality, the municipality and contracting authority have obligations under federal and state law above and beyond M.G.L. c. 94G, § 3, which requires a municipality to act reasonably in negotiating essential terms with the ME or MTC that seeks to operate within its community.

Municipalities should be aware that the negotiation of HCAs have been and may be subject to scrutiny by federal and state law enforcement agencies. Municipalities are encouraged to develop a process that is fair and transparent and that is available to applicants of all types and businesses of all sizes.

There are state resources that municipal officials and members of the public can consult to ensure that HCAs are compliant with state law. The Office of the Inspector General (OIG)<sup>2</sup> can advise municipalities on whether the terms and conditions of an HCA implicate state

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<sup>1</sup> In Mederi, Inc. v. City of Salem, et al, Essex Superior Court Civil Action No. 1877CV01878, the Suffolk Superior Court (Feeley, J.) found as follows:

“As the [Commission] argues, it has been its consistent position that it has no role under Chapter 94G in reviewing the contents of HCAs, and the court agrees. The statute requires as part of a license application the inclusion of a certification that an HCA has been executed. The statute gives the [Commission] no further role in looking beyond the certification to the contents of the HCA. The executed HCA itself is not a required part of the license application submitted to the [Commission].”

<sup>2</sup> For information about contacting the OIG: <https://www.mass.gov/orgs/office-of-the-inspector-general>



procurement laws. The Department of Revenue (DOR)<sup>3</sup> can advise municipalities as to the optional local excise tax.

### *Getting Started*

As noted above, a municipality must act reasonably in negotiating essential terms with the ME or MTC that seeks to operate within its community.

“A [ME or MTC] seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a [ME or MTC] located within the host community which shall include, but not be limited to, all stipulations of responsibilities between the host community and the [ME or MTC]. An agreement between a [ME or MTC] and a host community may include a community impact fee for the host community; provided, however, that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the [ME or MTC] and shall not amount to more than 3 percent of the gross sales of the [ME or MTC] or be effective for longer than 5 years. Any cost to a city or town imposed by the operation of a [ME or MTC] shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4.”

M.G.L. c. 94G, § 3(d).

### **Required – Basic Terms & Conditions<sup>4</sup>**

The only requirements of an HCA are that the HCA identifies “the conditions to have a [ME or MTC] located within the host community” and “all stipulations of responsibilities between the host community and the [ME or MTC].” M.G.L. c. 94G, § 3(d).

As a municipality and applicant can agree on additional terms and conditions that vary widely, the following should not be construed as an exhaustive or exclusive list, but as possible provisions of an HCA:

- [Municipality] agrees to submit to the Commission, or other such licensing authority as required by law or regulation, certification of compliance with applicable local bylaws and ordinances relating to the [ME’s or MTC’s] application for licensure and/or operation where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request including but not limited to special permit or other zoning applications submitted by the [ME or MTC] in any particular way other than in accordance with the municipality’s governing laws.
- In the case that the [ME or MTC] desires to relocate within [Municipality], it must first obtain approval of the new location before any relocation of the facility.

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<sup>3</sup> For information about applicable marijuana retail taxes:

<https://www.mass.gov/regulations/830-CMR-64n-marijuana-retail-taxes>

<sup>4</sup> <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXV/Chapter94G/Section3>



- The [ME or MTC] agrees that jobs created at the facility will be made available to [Municipality] residents. [Municipality] residency will be one of several positive factors in hiring decisions at the facility but shall not be determinative and shall not prevent the [ME or MTC] from hiring the most qualified candidates and otherwise complying with all Massachusetts anti-discrimination and employment laws.
- The [ME or MTC] agrees to provide a paid police detail for the purposes of traffic and crowd management during peak hours of operation, which shall include, but may not be limited to, Fridays between []:00 pm – []:00 pm; Saturdays, Sundays, and state holidays.
- A key-and-lock system shall not be the sole means of controlling access to the [ME or MTC]. The [ME or MTC] agrees to implement a method such as a keypad, electronic access card, or other similar method for controlling access to areas in which marijuana or marijuana products are kept in compliance with [935 CMR 500.000 and 501.000].
- Termination of the HCA: The [ME or MTC] may terminate this agreement [] ([]) days after the cessation of operations of any facility within [Municipality]. The [ME or MTC] shall provide notice to [Municipality] that it is ceasing to operate within the [Municipality] and/or is relocating to another facility outside the [Municipality] at least [] ([]) days prior to the cessation or relocation of operations. If the [ME or MTC] terminates this agreement, the final annual payment as defined in paragraph [] of this agreement shall be paid to the [Municipality] by the [ME or MTC]. The [ME or MTC] shall pay the final annual payment to [Municipality] within [] ([]) days following the date of termination.
- The [Municipality] agrees to work with the [ME or MTC], if approved, to assist the [ME or MTC] with community support, public outreach, and employee outreach programs.
- The [ME or MTC] agrees to work collaboratively with the [Municipality] and provide staff to participate in a reasonable number of municipal-sponsored educational programs on public health and drug abuse prevention geared toward public health and public safety personnel.

#### **Optional – Local Excise Tax<sup>56</sup>**

Under M.G.L. c. 64H and 64N, the Legislature explicitly authorized municipalities to adopt an optional local excise tax of up to 3%, as applied to retail transactions, in addition to state sales and excise taxes. M.G.L. c. 64H, § 2 and M.G.L. c. 64N, §§2 and 3(a); 830 CMR 64N. 1. 1: Marijuana Retail Taxes. In so doing, the Legislature established the ceiling for state-authorized taxes that may be assessed on MEs (not MTCs):

<sup>5</sup> <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter64H/Section2>

<sup>6</sup> <https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIX/Chapter64N>



- the 6.25% sales tax;
- the 10.75% excise tax on Marijuana and Marijuana Products; and
- the optional 3% local tax, which may be applied to retail sales only.

More information on the tax implications for ME operations is available from DOR at <https://www.mass.gov/marijuana-retail-taxes>.

### **Optional – Community Impact Fee**

Under § 3(d), an HCA may also “include a community impact fee for the host community.” It must be structured appropriately and consistently with § 3(d) and the decisional law on fees. While § 3(d) does not include a definition of what constitutes a “community impact fee” and does not provide for elements of the fee, it does impose other express limitations on any community impact fee included as part of an HCA:

1. The fee must not amount to more than 3% of the gross annual sales of the ME or MTC.
2. It must be “reasonably related to the costs imposed upon the municipality by the operation of the [ME or MTC].”
3. It must be limited to a term of 5 years.

### *Capped at 3%*

The Commission emphasizes that there is a strict limitation on the amount of the community impact fee that a municipality may collect as part of an HCA. The fee is capped at 3% of the ME’s or MTC’s gross annual sales. Thus, any fee that is more than 3% of gross annual sales is not a valid community impact fee. The Commission reiterates that, consistent with the statutory requirement of “reasonable relation” and decisional law on fees, there must be a specificity and proportionality between the cost or impact claimed by the community and the fee required of the ME or MTC.

As discussed below, any fee – whether characterized as a fee, donation, or other exaction, including any assessment above 3% of gross annual sales – must also comply with applicable legal requirements.

### *Reasonably Related*

The Commission views fees that are “reasonably related” as those that compensate the municipality for its anticipated and actual costs resulting from the operation of the ME or MTC. It is important that the fee bears some reasonable relation to the costs of providing municipal services or other benefits to the ME or MTC and not merely be a fee without a sufficient basis and justification.

In accordance with the decisional law on fees, there must be a proportionality between the cost or impact claimed by the community and the fee required of the ME or MTC.<sup>7</sup> While municipalities have some latitude to plan for expenses, municipalities are encouraged to develop a plan that provides a sufficient basis and justification for requiring the applicant to pay the community impact fee to cover the municipality's anticipated costs and that provides the mechanism to monitor the relationship between the fee and actual costs. When negotiating with MEs or MTCs, municipalities are cautioned against relying on fees that are simply revenue generators and planning their municipal budgets around these fees.

When an ME or MTC renews its license, the host municipality and ME or MTC are encouraged to amend the HCA so that the terms are related to the actual costs incurred by the operation of the ME or MTC.

#### *5-Year Term*

The Commission reads the provision that provides "the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the [ME or MTC] and shall not...be effective for longer than 5 years," as strictly limiting the HCA to a term of 5 years or less.

Both M.G.L. c. 94G, § 3(d) and the Commission's regulations anticipate the collection and publication of additional information on the costs imposed by the operation of ME or MTCs. Thus, the parties' agreement on community impact fees may be renegotiated.

- Parties may consider negotiating a fee with a shorter duration. This may be particularly helpful to reaching an agreement where the parties have difficulty ascertaining unknown costs and wish to revisit the community impact fee once more information relevant to the particular ME or MTC is available.
- At, or before, the conclusion of the term of the preceding community impact fee, the parties may choose to negotiate a new, optional community impact fee which shall similarly be limited to a term of 5 years or less.

Regardless of whether the parties choose to negotiate a new community impact fee, the Commission interprets the strict time limitation of § 3(d) as extinguishing the preceding community impact fee upon the expiration of 5 years or less, whichever was originally agreed to by the parties.

#### *Decisional Law*

The Commission also interprets the "community impact fee" as needing to comply with applicable legal requirements established in the decisional law. In the municipal context, "regulatory fees" can be imposed based on the municipality's power to regulate businesses or activities within its borders, but only if certain requirements are met:

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<sup>7</sup> Koontz v. St. John's River Water Management District, 133 S. Ct. 2686 (2013); See also Attorney General's letter on Hanover Annual Town Meeting Warrant Articles #22 and 23 (Zoning), December 1, 2014.

1. The fee must be charged in exchange for a service which benefits the ME or MTC paying the fee in a manner not shared by other members of the public;
2. It is paid by choice, in that the ME or MTC paying the fee has the option of not utilizing the service and thereby avoiding the charge; and
3. It is collected not to raise revenues but to compensate the municipality providing the services for its expenses.

Denver St. LLC v. Town of Saugus, 462 Mass. 651, 652-653 (2012), citing Emerson College v. Boston, 391 Mass. 415, 424-425 (1984).

*What is Permissible as Part of a Community Impact Fee?*

Some anticipated costs that may reasonably be included in a fee of up to 3% of gross annual sales include services such as:

- Municipal inspection costs;
- Traffic intersection design studies where additional heavy traffic is anticipated because of the location of a retail or social consumption establishment;
- Public safety personnel overtime costs during times where higher congestion or crowds are anticipated;
- Environmental impact or stormwater or wastewater studies anticipated as the result of cultivation; or
- Additional substance abuse prevention programming during the first years of operation.

The aforementioned list is illustrative, not exhaustive or exclusive.

**Optional – Additional Fees**

While M.G.L. c. 94G, § 3(d) does not preclude fees above and beyond the community impact fee, the Commission has sought clarity from the Legislature as to whether municipalities can exact additional fees for several reasons. Importantly, the imposition of additional fees makes it difficult for applicants and businesses of all sizes to operate within a host community.

As discussed in detail above, a municipality seeking to impose any fee whether characterized as a fee, donation, gift, or other exaction, including any assessment above the 3% community impact fee, must also comply with the applicable legal requirements for regulatory fees. Denver St., *supra* at 652-653, citing Emerson College, *supra* at 424-425.

**Renewal**



Both M.G.L. c. 94G, § 3(d) and the Commission's regulations anticipate the collection and publication of additional information on the costs imposed by the operation of an ME or MTC in a host community. Section 3(d) provides:

“Any cost to a city or town imposed by the operation of an [ME or MTC] shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4.”

The associated regulations provide:

“A [ME or MTC] shall submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a [ME or MTC] shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.”

935 CMR 500.103; 935 CMR 501.103. Thus, an ME or MTC licensee must seek documentation of the cost imposed by its operations in the host community.

### **Seeking Counsel & Support**

Municipalities, applicants for licensure as an ME or MTC, and licensees are encouraged to seek legal advice from a licensed attorney regarding HCA negotiations.

Other resources that are available:

- Municipalities can seek advice on state procurement laws by contacting the OIG's Chapter 30B Assistance Hotline at (617) 722-8838.
- Eligible applicants for licensure and licensees may be qualified to receive services through the Commission's Social Equity Program. If you are a participant in the Social Equity Program or are interested in learning more about the services offered as part of the Social Equity Program, please contact the Commission at (774) 415-0200.
- Individuals concerned about fraud, waste, and abuse can contact the OIG's Hotline at (800) 322-1323.

### **Questions?**

If you have additional questions regarding Host Community Agreements, please contact the Commission at [Commission@CCCMass.com](mailto:Commission@CCCMass.com) or (774) 415-0200.



## Guidance for Municipalities

*The following guidance is provided to assist applicants seeking to be licensed as a Marijuana Establishment under 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth. This guidance is not legal advice. If you have questions regarding the legal requirements for licensure in the Commonwealth, you are encouraged to consult an attorney.*

**Notice:** This Guidance document only pertains to marijuana for adult use and does not provide guidance on the medical use of marijuana program regulated by the Department of Public Health or the hemp program to be regulated by the Massachusetts Department of Agricultural Resources. The Medical Use of Marijuana Program transferred to the Cannabis Control Commission as of December 23, 2018. The Commission has published guidance with specific recommendations to assist municipalities in creating equitable cannabis policies, as well as a number of other helpful guidance documents regarding host community agreements, farmers, and other topics, which may be found here: <https://mass-cannabis-control.com/guidancedocuments/>

### Background on 2016 & 2017 Laws on Marijuana for Adult Use in Massachusetts

On November 8, 2016, Massachusetts voters voted 53% in favor of a ballot initiative known as “Question 4” authorizing the limited adult use of marijuana and the licensing of marijuana





establishments, amongst other things. The ballot initiative became Chapter 334 of the Acts of 2016 and created the “Regulation and Taxation of Marijuana Act, G.L. c.94G (“2016 Marijuana Act”).

In December 2016, the Massachusetts Legislature passed Chapter 351 of the Acts of 2016. Chapter 351 accomplished a number of things. First, it exempted the cultivation of marijuana from the agricultural exemption in the Zoning Act, G.L. c.40A §3, therefore retaining local control over the placement of marijuana establishments, except in Boston, which is not governed by G.L. c.40A. It also delayed the deadlines set in Chapter 334 for six months to allow the Legislature time to amend Chapter 334 (the timeline above reflects the delayed dates). It also required the Department of Public Health to enter into an agreement with a research entity to conduct a comprehensive baseline study of marijuana use in the commonwealth. DPH submitted a report of its findings on June 29, 2018. The report can be read here:

[https://www.mass.gov/doc/marijuana-based-health-study-final-report/download?\\_ga=2.107099586.1537118531.1597933963-837995787.1580778477](https://www.mass.gov/doc/marijuana-based-health-study-final-report/download?_ga=2.107099586.1537118531.1597933963-837995787.1580778477)

On July 19, 2017, the Massachusetts Legislature passed a bill (H.3818) to amend Chapter 334 and the law it created, G.L. c.94G, as well as create additional laws relating to adult and medical use of marijuana. The bill became Chapter 55 of the Acts of 2017 (“2017 Marijuana Act”) and was signed by the Governor on July 28, 2017. The 2017 Act built upon the foundation of the 2016 Act, creating a five-person Cannabis Control Commission, a twenty-five person Cannabis Advisory Board, as well as a hemp program to be run by the Department of Agricultural Resources. It also placed limits and restrictions on municipal control over the siting of marijuana establishments that will be discussed in this Guidance. The deadlines created by the Legislature

in December 2016 remained unchanged.

In October 2017, the newly-formed Cannabis Control Commission held listening sessions throughout the Commonwealth. The Cannabis Advisory Board was also convened in October 2017 and broke into four subcommittees: Public Safety, Public Health, Market Participation and Marijuana Industry, which issued recommendations to the Commission regarding proposed regulations on December 5, 2017.

On December 21, 2017, the Cannabis Control Commission approved draft regulations. Public hearings were held throughout the Commonwealth and written comments were accepted through February 15, 2018. On March 7, 2018, the Commission promulgated final regulations at 935 CMR 500. Those regulations were published in the Register on March 23, 2018.

The Commission assumed operational control of the medical use of marijuana program from the Massachusetts Department of Public Health on December 23 of 2018. As of that date, Chapter 369 of the Acts of 2012 is no longer in effect. Please refer to Chapter 94I of the Massachusetts General Laws for statutory questions. The Department of Public Health's regulations on medical use of marijuana, 105 CMR 725.000, are no longer in effect. The Commission has promulgated regulations on Medical Use of Marijuana, 935 CMR 501.000: Medical Use of Marijuana; and 935 CMR 502.000: Colocated Adult-Use and Medical-Use Operations. The laws and regulations regarding medical use of marijuana, as well as adult use of marijuana, may be viewed on the Commission's website at <https://mass-cannabis-control.com/the-law/>.

## Helpful Links



## **Chapter 334 of the Acts of 2016**

<https://malegislature.gov/Laws/SessionLaws/Acts/2016/Chapter334>

## **Chapter 351 of the Acts of 2016**

<https://malegislature.gov/Laws/SessionLaws/Acts/2016/Chapter351>

## **Chapter 55 of the Acts of 2017**

<https://malegislature.gov/Laws/SessionLaws/Acts/2017/Chapter55>

## **Chapter 94G of the General Laws**

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleXV/Chapter94g>

## **Final Adult Use and Medical Use Regulations**

<https://mass-cannabis-control.com/the-law/>

## **Cannabis Control Commission website**

<https://mass-cannabis-control.com/>

## **Guidance Documents**

<https://mass-cannabis-control.com/guidancedocuments/>

## **Definitions:**

Terms used in this Guidance, such as “marijuana,” “marijuana products” and many others are defined in the Regulations, 935 CMR 500.000. Please refer to the Regulations (link provided above) if you have any questions regarding the meaning of a particular term.

## **Types of Marijuana Establishments**

The Marijuana Acts and the draft regulations create different kinds of marijuana establishments. Unlike a registered marijuana dispensary (RMD) (also known as a “medical marijuana treatment center”), which is required to cultivate, process and retail its own marijuana and marijuana



products for medical use, an adult use marijuana establishment may opt only to participate in a particular part of the industry, such as cultivation.

All marijuana establishments are subject to strict, comprehensive state regulations and inspections by Commission agents. All marijuana establishments are required to enter into host community agreements with the municipality in which they are located (there is more detail on host community agreements below and in a separate guidance published by the Commission, which may be found here: [https://mass-cannabis-control.com/wp-content/uploads/2020/01/Guidance\\_on\\_Host\\_Community\\_Agreements.pdf](https://mass-cannabis-control.com/wp-content/uploads/2020/01/Guidance_on_Host_Community_Agreements.pdf)).

Only marijuana retailers are subject to the local marijuana tax created under the 2017 Act. One business may hold three licenses in each category, with certain exceptions.

### **Marijuana Cultivators**

A Marijuana Cultivator may cultivate, process and package marijuana, to transfer and deliver marijuana products to marijuana establishments, but not to consumers. A Craft Marijuana Cooperative, which will be discussed in further detail below, is a type of Marijuana Cultivator. Cultivators may select what tier they will be in, which will affect their application and licensing fees. The following options are available, but no licensee may have a total canopy of more than 100,000 square feet.

**Canopy** means an area to be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries. Canopy may be noncontiguous, but each unique area included in the total canopy calculations shall be separated by an identifiable boundary which include, but

are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedge rows, fencing, garden beds, or garden plots. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

### Tiers of Marijuana Cultivator

Each licensee (except a craft marijuana cooperative) may have 3 licenses, but the total canopy authorized by the licenses added together may not exceed 100,000 square feet.

<b>Tier 1</b>	up to 5,000 square feet	<b>Tier 7</b>	50,001 to 60,000 sq. ft
<b>Tier 2</b>	5,001 to 10,000 sq. ft.	<b>Tier 8</b>	60,001 to 70,000 sq. ft
<b>Tier 3</b>	10,001 to 20,000 sq. ft	<b>Tier 9</b>	70,001 to 80,000 sq. ft
<b>Tier 4</b>	20,001 to 30,000 sq. ft	<b>Tier 10</b>	80,001 to 90,000 sq. ft
<b>Tier 5</b>	30,001 to 40,000 sq. ft	<b>Tier 11</b>	90,001 to 100,000 sq. ft
<b>Tier 6</b>	40,001 to 50,000 sq. ft		

### Tier Management

**Expansion:** A Marijuana Cultivator may submit an application to change the tier in which it is classified. A Marijuana Cultivator may change tiers to either expand or reduce production. If a Marijuana Cultivator is applying to expand production, it must demonstrate that while cultivating at the top of its production tier, it has sold 85% of its product consistently over the six months preceding the application for expanded production.

**Relegation:** At the time of license renewal process for Marijuana Cultivators, the Commission will review the records of the Marijuana Cultivator during the six months prior to the application for renewal. The Commission may reduce the licensee's maximum canopy to a lower tier if the licensee sold less than 70% of what it produced.

## **Craft Marijuana Cooperative**

A Craft Marijuana Cooperative is a type of Marijuana Cultivator which may cultivate, obtain, manufacture, process, package and brand marijuana and marijuana products to deliver marijuana to Marijuana Establishments, but not to consumers, and must consist of:

- Massachusetts residents who have formed a limited liability company, limited liability partnership, or a cooperative corporation;
- A business may only have one Craft Marijuana Cooperative license;
- Members of a Craft Marijuana Cooperative may not have a controlling interest in any other marijuana establishment;
- A Craft Marijuana Cooperative is not limited to a particular number of cultivation locations, but is limited to a total canopy of 100,000 square feet and 3 locations for activities authorized for marijuana product manufacturers;
- One member of the Craft Marijuana Cooperative must have filed a Schedule F tax form (reporting farm income) in the past five years.
- The Craft Marijuana Cooperative must operate according to the seven cooperative principles published by the International Cooperative Alliance in 1995.

## **Marijuana Product Manufacturer**

A Marijuana Product Manufacturer is an entity authorized to obtain, manufacture, process and package marijuana and marijuana products, to deliver marijuana and marijuana products to Marijuana Establishments and to transfer marijuana and marijuana products to other Marijuana Establishments, but not to consumers.

## **Marijuana Retailer**

A Marijuana Retailer is an entity authorized to purchase and deliver marijuana and marijuana products from Marijuana Establishments and to sell or otherwise transfer marijuana and marijuana products to Marijuana Establishments and to consumers.

Please note that similar to marijuana for medical use, edible marijuana products for adult use shall not be considered food and therefore Marijuana Retailers would not be subject to inspection by local Boards of Health under 105 CMR 590 unless local regulations requiring such inspections are promulgated.

A Marijuana Retailer provides a retail location which may be accessed by consumers 21 years of age or older or, if the retailer is co-located with a RMD by individuals who are registered qualifying patients with the Medical Use of Marijuana Program with a registration card.

### **Marijuana Transporter**

A Marijuana Transporter is an entity that may only transport marijuana or marijuana products when such transportation is not already authorized under a Marijuana Establishment license if it is licensed as a Marijuana Transporter:

- **Third Party Transporter:** An entity registered to do business in Massachusetts that does not hold another Marijuana Establishment license pursuant to 935 CMR 500.050 and is not registered as a registered marijuana dispensary pursuant to 105 CMR 725.000.
- **Existing Licensee Transporter:** A Marijuana Establishment that wishes to contract with other marijuana establishments to transport their marijuana and marijuana products to other marijuana establishments.

### **Marijuana Research Facility**

A Marijuana Research Facility is an academic institution, non-profit corporation or domestic corporation or entity authorized to do business in the Commonwealth of Massachusetts. A Marijuana Research Facility may cultivate, purchase or otherwise acquire marijuana for the

purpose of conducting research regarding marijuana and marijuana products. Any research involving humans must be authorized by an Institutional Review Board. A Marijuana Research Facility may not sell marijuana it has cultivated.

## **Laboratories**

- **Independent Testing Laboratory:**

An Independent Testing Laboratory is an entity that does not hold any other type of marijuana establishment license and is properly accredited to perform tests in compliance with the stringent requirements of the Department of Public Health protocols for testing marijuana and marijuana products.

- **Standards Testing Laboratory:**

A Standards Testing Laboratory is an entity that would otherwise qualify to be an Independent Testing Laboratory but instead performs blind tests to verify the results of an Independent Testing Laboratory at the request of the Commission.

## **Microbusiness**

A Microbusiness is a co-located Tier 1 Marijuana Cultivator, and/or Marijuana Product Manufacturer limited to purchase 2,000 pounds of marijuana from other Marijuana Establishments in one year.

A Microbusiness licensee shall not have an ownership stake in any other Marijuana Establishment and a majority of its executives or members must have been residents of Massachusetts for no less than 12 months prior to application is eligible to apply for a Microbusiness license.

Application fees and license fees for Marijuana Microbusinesses shall be set at 50% of the





combined sum of the application fees and license fees for cultivation and/or, manufacturing.

### **Social Consumption & Delivery**

Regulations regarding licenses for social consumption and delivery to consumers have been delayed for further study. The Commission anticipates the process of drafting and reviewing regulations regarding licenses for this category to begin in the spring of 2019.

### **Role of Cannabis Control Commission**

The Commission is required to promulgate statewide regulations addressing: public health issues such as products, labeling, advertising and potency; industry issues such as cultivation, distribution, transportation and seed-to-sale tracking; and market participation for communities including women, minority, and veteran-owned businesses, as well as growing cooperatives.

The Commission will also review applications from candidates for licenses, determine which applicants may be awarded licenses, deny an application or limit, condition, restrict, revoke or suspend a license, establish a registration process, based on finding of suitability or approval of licensure, check the backgrounds of individuals associated with applicants or licensees. The Commission may inspect marijuana establishments, seize and remove from the premises of a marijuana establishment and impound any marijuana, equipment, supplies, documents and records obtained or possessed in violation of the law for the purpose of examination and inspection, inspect all papers, books and records of close associates of a licensee whom the Commission suspects is involved in the financing, operation or management of the licensee, impose fees and fines, and conduct adjudicatory proceedings.

The Commission may also refer cases for criminal prosecution to the appropriate federal, state or local authorities, monitor any federal activity regarding marijuana, adopt, amend or repeal regulations for the implementation, administration and enforcement of the law, and may prepare, publish and distribute studies, reports, bulletins and other materials.

### **Municipal Role in Commission Licensing Process**

The Commission is required by law to engage in a licensing process for marijuana establishments. During the application process, applicants will be required to demonstrate that they have held a community outreach meeting within the past six months and that they have executed a Host Community Agreement with the municipality. Once the application is complete, the municipality will be notified and given an opportunity to confirm and that the proposed location is compliant with bylaws or ordinances at the time the application was completed.

### **Licensing Process: Community Outreach Meeting**

The applicant will need to submit documentation of a community outreach meeting, which must occur within six months of filing its application, including:

- **Notice:**
  - Must contain the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, that was published in a newspaper of general circulation in the city or town at least seven calendar days prior to the hearing;
  - a copy of the meeting notice must be filed with the town or city clerk, the planning board, the contracting authority for the municipality, and local licensing authority for adult use of marijuana (if applicable); and
  - a copy of the meeting mailed to abutters and other parties of interest identified in the regulations;

- **Information Discussed:** information presented at the community outreach hearing, which must include:
  - the type(s) of Marijuana Establishment to be located at the proposed address;
  - information adequate to demonstrate that the location will be maintained securely; steps to be taken by the Marijuana Establishment to prevent diversion to minors;
  - a plan by the Marijuana Establishment to positively impact the community; and
  - information adequate to demonstrate that the location will not constitute a nuisance.
  - Q & A: community members must be permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

### **Licensing Process: Host Community Agreement**

Documentation in the form of a single-page certification signed by the contracting authorities for the municipality and the applicant evidencing that the applicant for licensure and host municipality have executed a host community agreement. You can view the Guidance on Host Community Agreements here: [https://mass-cannabis-control.com/wp-content/uploads/2020/01/Guidance on Host Community Agreements.pdf](https://mass-cannabis-control.com/wp-content/uploads/2020/01/Guidance_on_Host_Community_Agreements.pdf)

### **Licensing Process: Municipal Notification & Permitting**

**Notice:** Once the Commission determines an application is complete, it is required to notify a municipality that it has received a completed application for a marijuana establishment in the municipality.

**Sixty Day Deadline:** The municipality has sixty (60) days from receipt of the application to notify the Commission that the applicant is not in compliance with local ordinances or bylaws. If communication from the municipality is not received within 60 days, the applicant will be deemed to be compliant with all applicable local ordinances and

bylaws.

**Local Permits:** Please note that if a local ordinance or bylaw requires local permitting or licensing, the applicant does not need to have the permitting or licensing granted at the time of the notice to a municipality. Instead, the Commission simply needs to know whether such permitting or licensing is available for that particular location.

**Provisional License:** Similar to the process with registered marijuana dispensaries, when it completes the application process, including the municipal notification, an applicant will initially receive a provisional license. If a provisional license is issued and the applicant does not yet have local permits or licenses, it may seek the necessary local permits or licenses prior to requesting a final license from the Commission.

**Final License:** A final license may be issued by the Commission once the applicant has passed all the necessary inspections to receive a final license, including a demonstration that all necessary local permits and licenses have been granted.

**Local Licensing:** A municipality may also implement its own licensing process, as long as it does not conflict with the state laws and regulations governing marijuana establishments.

### **Role of Municipalities Regarding Adult Use of Marijuana**

The Marijuana Acts both authorize and limit the way in which municipalities can control marijuana establishments in their communities. It also protects any restrictions or limitations a municipality may have imposed as of July 1, 2017 on the operation of RMDs, marijuana

establishments or both, pursuant to the 2012 law authorizing medical use of marijuana (Chapter 369 of the Acts of 2012) or the 2016 Act. Below is a brief overview of provisions relating to municipal control. Any decision to implement local controls on marijuana should be made in consultation with a municipality's attorney. The Commission has published a number of helpful guidance documents regarding host community agreements, municipal equity and farmers, which may be found here: <https://mass-cannabis-control.com/guidancedocuments/>

### **Host Community Agreements**

Under state law, marijuana establishments and RMDs are required to execute Host Community Agreements with the municipalities in which they operate. The agreement must stipulate the responsibilities of the community and the marijuana establishment or RMDs.

The agreement may include a community impact fee of up to 3% of gross sales to be paid to the host community, as long as the fee is reasonably related to real costs imposed on the municipality due to the establishment or RMD operating there. The community impact fee may not be effective for longer than five years. Please note that any cost to a city or town imposed by the operation of a marijuana establishment or RMD must be documented and considered a public record under Massachusetts public records laws, G.L. c.4 §7 cl. 26 and G.L. c.66 §10.

The Commission encourages municipalities to carefully consider the impact of the particular marijuana establishment proposed for a community, as well as benefits it may bring in local revenue and employment, when negotiating a host community agreement.

The Commission has published a separate guidance regarding Host Community Agreements,



which may be found here: [https://mass-cannabis-control.com/wp-content/uploads/2020/01/Guidance\\_on\\_Host\\_Community\\_Agreements.pdf](https://mass-cannabis-control.com/wp-content/uploads/2020/01/Guidance_on_Host_Community_Agreements.pdf)

### **Local Control: Taxes**

A municipality that accepts the local sales tax option may collect a 3% tax on sales of marijuana by a marijuana retailer to a consumer. The tax will be collected with other sales tax and distributed to municipalities at least four times per year.

### **Local Control: Bylaws & Ordinances**

The law allows, but does not require, municipalities to pass bylaws and ordinances governing the “time, place, and manner” of marijuana establishments (cultivators, retailers, manufacturers, testing labs, and any other licensed marijuana-related businesses) as well as businesses dealing with marijuana accessories. Such bylaws and ordinances may not be “unreasonably impracticable.”

Under the definition in the law, this means that the local laws cannot be so difficult to comply with that they would subject licensees to unreasonable risk, or require such a high investment of risk, money, time or any other resource or asset, that a reasonably prudent businessperson would not operate a marijuana establishment.

Alternatively, a municipality may determine a proposed marijuana-related use falls under an existing use authorized by its bylaws or ordinances. For the purpose of understanding how to respond to a notification from the Commission that an application has been deemed to be complete, the Commission provides the following interpretation of the limits of local control.

### **Local Control: Conversion from Medical Use to Adult Use**

Zoning bylaws or ordinances are not permitted to operate to prevent the conversion of an RMD registered not later than July 1, 2017 that is engaged in the cultivation, manufacture or sale of marijuana or marijuana products to a marijuana establishment for adult use engaged in the same type of activity. The Commission interprets conversion to include not only replacing the operation of a registered marijuana dispensary entirely with the operation of a marijuana establishment, but also to address adding marijuana establishment operations to the operations of a RMD.

A registered marijuana dispensary that has received its provisional or final registration no later than July 1, 2017 is grandfathered against zoning bylaws or ordinances that would prevent it from conducting the same type of activities for adult use of marijuana that it is engaged in for medical use of marijuana. For a discussion on bans or limiting the number of marijuana establishments through a general bylaw or ordinance, please read the information below.

### **Local Control: Moratoria**

A Moratorium of a Reasonable Length of Time is Permitted. Although municipalities are prohibited from using a zoning bylaw or ordinance to prevent the conversion of a registered marijuana dispensary, the Commission does not interpret the word prevent to prohibit the municipality from imposing a moratorium, a temporary delay passed as a zoning amendment to allow a municipality to engage in a planning process to determine how best to zone marijuana establishments for adult use in its community.



The Commission will interpret the reasonableness of the length of a moratorium in a manner consistent with the opinions issued by the Attorney General's Office in reviewing moratoria proposed by communities, which, as of the date of this publication, in the majority of cases allowed moratoria through December 31, 2018. When the moratorium expires, the Commission cautions local officials from amending their zoning bylaws or ordinances in a manner that could be deemed to conflict with the statute and recommends consulting the City Solicitor and Town Counsel regarding any zoning amendments.

#### **Local Control: Additional Permits**

**Additional Local Permits for Adult Use May Be Required.** Although municipalities are prohibited from using a zoning bylaw or ordinance to prevent the conversion of a registered marijuana dispensary, the Commission does not interpret the word prevent to prohibit the municipality from requiring a registered marijuana dispensary eligible under the statute to apply for any additional local permits required to change its existing operation with a marijuana establishment for adult use. The Commission cautions local permitting boards from exercising their discretion in acting on a request for a local permit in a manner that could be deemed to conflict with the statute and recommends consulting the City Solicitor and Town Counsel during their decision-making.

#### **Local Control: Bylaws, Ordinances, and Ballots**

**Banning or Limiting the Number of Marijuana Establishments in a Municipality:** A municipality may restrict the number of marijuana establishments in its community, but it must follow certain procedures to do so.



- A municipality may pass a bylaw or ordinance limiting the number of marijuana retailers to 20% or more of the number of liquor licenses issued pursuant to G.L. c.138 §15 (sale for off-premises consumption) in that municipality. For example, if a municipality has 100 such liquor licenses, that municipality may set a maximum limit for 20 marijuana retailers.
- If the governing body of a municipality seeks to ban one or more types of marijuana establishments from operating in the municipality, limit the number of retailers to fewer than 20% of the number of liquor licenses or limit the number of any type of marijuana establishment to fewer than the number of RMDs registered to engage in the same type of activity in the city or town, there are two different procedures for proceeding, which depend on how the municipality voted on the ballot initiative to legalize marijuana in 2016.
  - If a municipality voted no on the initiative, then the governing body may limit or ban the number of marijuana establishments by passing a bylaw or ordinance prior to and including December 31, 2019.
  - If a municipality voted yes on the initiative or if it is after December 31, 2019, then the question must be posed to the people of the municipality at a regular or special election following a specific process and wording.

**Ban:** If a municipality enacts a complete prohibition on one or more types of marijuana establishments for adult use through a general bylaw or ordinance, the Commission will not issue a license so as to authorize the conversion of a registered marijuana dispensary to a marijuana establishment for adult use in that municipality.

### **Limited Number:**

- Number less than 20% of Liquor Licenses: If a municipality is calculating 20% of its §15 liquor licenses, and the calculations results in a number less than one, the Commission recommends that the municipality round up to one retailer. If the calculation results in a fraction greater than one, the Commission recommends rounding up to the nearest whole number if the municipality does not wish to limit the number of retailers to fewer than 20%.
- Number less than local RMDs: If a municipality adopts a general bylaw or ordinance imposing a limitation on the number of marijuana establishments within its community, such that the amount allowed is less than the registered marijuana dispensaries within that

community, the municipality must determine which registered marijuana dispensaries will be permitted to proceed to the application process for adult use by executing a host community agreement with those dispensaries.

### **Local Control: Buffer Zones, Signage, and Transportation**

**Buffer Zone:** Under state law, a marijuana establishment may not be located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. Municipalities may adopt an ordinance or bylaw to reduce that distance requirement.

**Signage:** A municipality may regulate, by bylaw or ordinance, signage regarding marijuana-related uses, but the ordinance or bylaw may not impose a standard more restrictive than those applied to retail establishments selling alcoholic beverages within the municipality.

**Transportation:** Municipalities are prohibited from barring the transportation of marijuana or marijuana products or adopting an ordinance or by-law that makes the transportation of marijuana or marijuana products unreasonably impracticable.

### **Questions?**

If you have additional questions, please contact the Commission at (774) 415-0200 or [Commission@CCCMass.Com](mailto:Commission@CCCMass.Com)

# Discuss Town Administer Interview

To be discussed at meeting



**Budget Books  
will be  
passed out at the meeting**

