



**Fairhaven Board of Selectmen
Meeting Minutes
March 8, 2021**

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FAIRHAVEN,
MASS.

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, Production Coordinator Erick Sa.

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

Chairman Freitas opened the meeting at 6:31 pm in the Town Hall Banquet Room and read the following statement:

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

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

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

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

Minutes

Mr. Espindola made a motion to approve the minutes of February 16, 2021– Open Session. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of February 22, 2021– Open Session, Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of February 22, 2021 – Executive Session with slight edits. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of February 23, 2021– Open Session. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to release the executive session minutes from October 21, 2014 through July 13, 2020 as recommended by Selectman Silvia and Attorney Crotty as discussed in executive session. Mr. Silvia seconded. Vote was unanimous. (3-0)

Town Administrator's Report

Ms. Graves updated the Board:

Ms. Graves met with Sustainability Coordinator Whitney McClees and the School department regarding Solar for the schools. Ms. Graves would like the Board to discuss this at their March 22, 2021 meeting.

Ms. Graves told the Board the FY21 Rediness Site Grant is ready.

Ms. Graves told the Board the town welcomed two new employees this week: Health Agent David Flaherty and Payroll Administrator Amy Almeida.

Committee Liaison Reports

Mr. Silvia said he attended the Historical Commission meeting and the ramp at the Academy has been back filled. The Bell Cupola is also having some small repairs done at this time.

Mr. Espindola said the Broadband Study committee has a webinar scheduled for Thursday, March 11, 2021 at 7pm organized by Entry Point, LLC. There will also be another webinar scheduled for March 25, 2021 and residents are encouraged to try to attend.

Mr. Espindola said SRPEDD met on February 24, 2021 and held a special presentation on 40B housing. There is a webinar on this subject scheduled for March 10, 2021.

Mr. Espindola said the Marine Resources Committee will be meeting on March 10, 2021 to review the waterway rules and regulations with the community.

Mr. Espindola said the Bikeway Committee will meet on March 10, 2021 and will continue to review the complete streets project.

Mr. Espindola said the South Coast Bikeway Alliance will hold a webinar on March 9, 2021 entitled "closing the gap"

Mr. Espindola said the Economic Development Committee will meet on March 18, 2021.

Disclosure by Non-Elected Municipal Employee of Financial Interest

Ms. Graves told the Board the disclosures are for 2 members of the Rogers Reuse Committee because they are abutters to the Rogers' school property. (Attachment A)

Mr. Espindola made a motion to accept the disclosure by a non-elected municipal employee of financial interest and determination by appointing authority for Beverly Rasmussen. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to accept the disclosure by a non-elected municipal employee of financial interest and determination by appointing authority for Gail Isaksen. Mr. Silvia seconded. Vote was unanimous. (3-0)

Request to join Commission on Disability

Mr. Freitas said that it was determined by Town Counsel that Mr. Ferro could be appointed to the Commission on Disability even though he is a member of the Board of Public Works because the Commission on Disability is a State committee.

Mr. Espindola made a motion to appoint Marcus Ferro to the Commission on Disability in the appointed official position. Mr. Silvia seconded. Vote was unanimous. (3-0)

Yoga at Grimshaw Park

Mr. Freitas said this is a yearly request. Mr. Espindola made a motion to grant permission for Pam Teves to use Grimshaw Park to hold yoga in the park. Mr. Silvia seconded. Vote was unanimous. (3-0)

Pyramid Productions

Ms. Graves said Pyramid Productions is requesting to film a documentary in the town. Mr. Espindola made a motion to allow Pyramid Productions to film in Fairhaven subject to Police and Fire approval and not to use any town building. Mr. Silvia seconded. Vote was unanimous. (3-0)

Fairhaven Improvement Summer Concert Series

Mr. Espindola made a motion to approve the Fairhaven Improvement Summer Concert Series for 2021. Mr. Silvia seconded. Vote was unanimous. (3-0)

Sale of Oxford School

Mr. Crotty told the Board that the documents are for closing the sale of Oxford School, but there may be more as the date gets closer. (Attachment B)

Mr. Espindola made a motion to sign and approve the closing documents for Oxford School. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to authorize Chairman Daniel Freitas to sign on behalf of the Board, any additional documents for the closing of Oxford School. Mr. Silvia seconded. Vote was unanimous. (3-0)

20 Yankee Lane- Chapter 61A

Ms. Graves told the Board this is an updated version of a letter that they have previously signed. There was an issue at the Bristol County Registry of Deeds and a new letter needs to be signed by the Board. (Attachment C)

Mr. Espindola made a motion to sign the 20 Yankee Lane 61A updated letter. Mr. Silvia seconded. Vote was unanimous. (3-0)

Appointment of Poll workers for Annual town election, April 5, 2021

Mr. Freitas read the list of poll workers as supplied by the Town Clerk.

Mr. Espindola made a motion to approve the list of poll workers for the 2021 annual election except for Cathleen Cabral. Mr. Silvia seconded. Vote was unanimous. (3-0)

At 7:00 pm Mr. Espindola recused himself because Ms. Cabral is his tenant.

Mr. Silvia made a motion to approve Cathleen Cabral as a poll worker for the annual election. Mr. Freitas seconded. Vote passed. (2-0-1)

JCR Bar & Grill, d/b/a Off the Hook

Attorney Sean Hurley met with the Board via Zoom and told the Board this is a routine transaction for the sale of Off the Hook.

Mr. Espindola made a motion to approve the transfer of Restaurant/ All Alcohol license and Pledge of said license for JCR Bar & Grill, d/b/a Off the Hook. Mr. Silvia seconded. Vote was unanimous. (3-0)

Sale of Rogers School

The Board discussed the issues with Rogers School and the process of the mothballing of the building. Mr. Espindola said he would like to hear what the Capital Improvement Committee (CIP) discusses the school before he makes a final decision. Mr. Freitas would like to hear from the CIP and put an 8 Million dollar renovation into the Tripp School but rather spend the funds to rehab Rogers. School Committee Chairman Brian Monroe told the Board via Zoom, that the school department has no plans to move the Administration offices to the Tripp School and spend that money on renovations. Mr. Monroe said that was a suggestion made by HKT Architects. A discussion ensued regarding the Capital Improvement projects and the monies that are allotted for each. Mr. Silvia feels the Board needs to let the developer know where they stand on this and not keep them waiting and take a look at the Rogers Study Committee and revise as necessary. Planning Director Paul Foley told the Board he has spoken to the developers and they have expressed that they may be willing to scale back the project. The Board asked Ms. Graves to send a letter to the developer stating that the Board is not in favor of the current proposed project.

The Board took a 2-minute recess at 7:23 pm

Consider changing the date of the Annual Town Meeting

Ms. Graves told the Board that other towns in the commonwealth have been considering changing the date of their annual town meeting to allow for more time for the figures to come back from the state. Town Moderator Mark Sylvia told the Board he is still in favor of holding a remote Town Meeting due to the state of the pandemic. Mr. Espindola feels that if there is no guarantee that residents won't all be vaccinated, then the Board should consider a remote meeting if it is postponed to a later date.

Mr. Espindola made a motion to keep the annual town meeting for May 1, 2021 and be held by remote participation. There was no second.

Mr. Freitas made a motion to move the annual town meeting to June 12, 2021 and to be held remotely. Mr. Silvia seconded. Vote passed (2-1)

Disposition of Union Wharf

Mr. Freitas read an email from Town Counsel explaining the process for the town's disposition of a portion of the town's Union Wharf parcel (Attachment D). Mr. Espindola made a motion to declare the 2565 square foot portion at the eastern part of Map 7, Lot 9, available for disposition. Mr. Freitas seconded. Vote passed. (2-1)

Elevation Retail—Community Host Agreement

Ms. Graves told the Board that Elevation Retail has reached out to the Town to apply for a Host Community Agreement. They would like to open a retail shop on the corner of Bridge Street and Alden Road. Andre Arzumanyan, President of Elevation Retail showed a brief presentation to the Board. (Attachment E)

Residents Leon Correy had questions regarding the projected revenue for Elevation Retail and Diane Hahn said she feels this is a good idea and this will bring in shoppers from other communities.

Mr. Espindola told the Board he is willing to be the Board liaison for the Host Community Agreement negotiation with Elevation Retail.

Mr. Silvia made a motion to appoint Mr. Espindola to be the Board of Selectmen representative to negotiate the Host Community Agreement with Elevation Retail. Mr. Espindola seconded. Vote was unanimous. (3-0)

Discuss Town Administrator Interview

Mr. Freitas said that he received an email from Mr. Lynch from Paradigm Associates regarding the interview for Ms. Graves for Town Administrator.

Ms. Graves left the room at 8:17 pm

Mr. Espindola, in the interest of fairness, would like to have Ms. Graves asked variations of the same questions asked of the previous candidates and that her interview be conducted via Zoom, as they were.

Mr. Espindola made a motion to hold a special meeting on Thursday, March 12, 2021 at 4:30 pm for the purpose of Ms. Graves' interview. Mr. Silvia seconded. Vote was unanimous. (3-0)

Review Budgets

Ms. Graves told the Board she will review the FY22 Capital Budget at a later meeting.

The Board tabled the FY22 Cable Enterprise Budget.

Notes and Announcements

Mr. Espindola said that residents would like to know when the meetings will be open to the public in person again? Mr. Freitas said the State will be changing the regulations on March 22, 2021 and would like to see the in-person meetings begin again.

Mr. Freitas thanked interim Health Agent Sarah Dupont for her service to the town and welcomed new Health Agent David Flarhety.

Mr. Espindola and Mr. Silvia both thanked Ms. Dupont for all her hard work in the Health Office.

At 8:29 pm Mr. Espindola made a motion to adjourn. Mr. Silvia seconded. Vote was unanimous. (3-0)

Respectfully submitted,



Vicki L. Oliveira
Administrative Assistant
(Approved 4/12/2021)

Attachments:

- A. Disclosures by non-elected municipal employee
- B. Oxford School closing documents
- C. 20 Yankee Lane- letter/documents
- D. Email regarding disposition of Union Wharf
- E. Presentation from Elevation Retail

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

	MUNICIPAL EMPLOYEE INFORMATION
Name:	Beverly Rasmussen
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.
	PARTICULAR MATTER
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 regarding 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
	FINANCIAL INTEREST IN THE PARTICULAR MATTER
Write an X by all that apply.	<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:	<i>Beverly Freeman</i>
Date:	2-12-21

DETERMINATION BY APPOINTING OFFICIAL

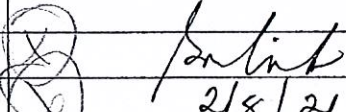
	APPOINTING AUTHORITY INFORMATION
Name of Appointing Authority:	Board of Selectmen – Town of Fairhaven, MA
Title or Position:	Dan Freitas – Chair of the Board
Agency/Department:	Board of Selectmen
Agency Address:	40 Center Street, Fairhaven, MA 02719
Office Phone:	508-979-4023
Office E-mail	Dfreitas@Fairahven-ma.gov
	DETERMINATION
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**

	MUNICIPAL EMPLOYEE INFORMATION
Name:	Gail Isaksen
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.
	PARTICULAR MATTER
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
	FINANCIAL INTEREST IN THE PARTICULAR MATTER
Write an X by all that apply.	<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

	APPOINTING AUTHORITY INFORMATION
Name of Appointing Authority:	
Title or Position:	
Agency/Department:	
Agency Address:	
Office Phone:	
Office E-mail	
	DETERMINATION
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.

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.



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

1 message

Carey, Gregory <CareyG@conedceb.com>

Mon, Mar 1, 2021 at 4:25 PM

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

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

W: ConEdCEB.com



Nothing contained in this e-mail shall be considered a legally binding agreement, amendment or modification of any agreement, each of which requires a separate fully executed agreement in writing with signatures. The Con Edison Clean Energy Businesses, Inc., through its three main subsidiaries; Con Edison Development, Con Edison Energy, and Con Edison Solutions, develops, owns and operates renewable and energy

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 for more information.

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



2021 00003547

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

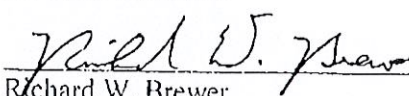
Lien Reference: Dated March 28, 1980 Bristol County (S.D.) Registry of Deeds Book 1802, Page 713

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).

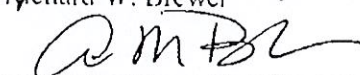
This is to inform you that the Town of Westport by and through said Board of Selectmen has voted NOT to exercise said option to purchase.

Board of Selectmen


Steven J. Ouellette



Richard W. Brewer



Ann M. Boxler, Clerk



Brian T. Valcourt

Shana M. Shufelt

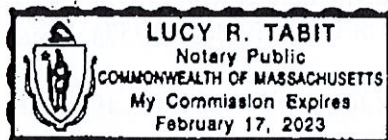
Notice of intent received September 28, 2020

Action by Board dated: December 21, 2020

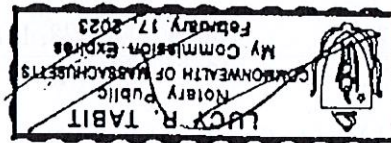
COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

On this 21st day of December, 2020, before me, the undersigned notary public, personally appeared RICHARD GREWER, ANN BOXLER 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**

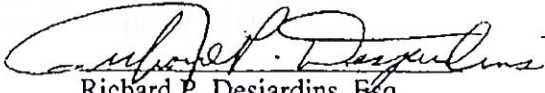
I, Richard P. Desjardins, Esq., a practicing attorney in the Commonwealth of Massachusetts, with an office at 791 Main Road, Westport, Massachusetts, on oath do depose and say as follows:

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.

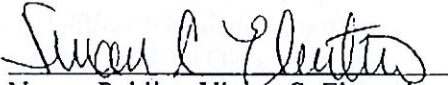
COMMONWEALTH OF MASSACHUSETTS

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.



VIVIAN C. ELEUTERIO
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
March 19, 2021


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
Board of Selectmen	Board of Assessor's	Planning Board	Conservation Committee
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

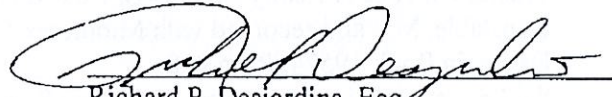
information.

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



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]

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.



Attachment D
Wendy Graves <wgraves@fairhaven-ma.gov>

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 <wgraves@fairhaven-ma.gov>, Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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

This e-mail message is generated from the law firm of Thomas P. Crotty & Associates, PLLC, and may contain information that is confidential and may be privileged as an attorney/client communication or as attorney work product.

Attachment E



Elevation Retail

240 Bridge St. Fairhaven, MA

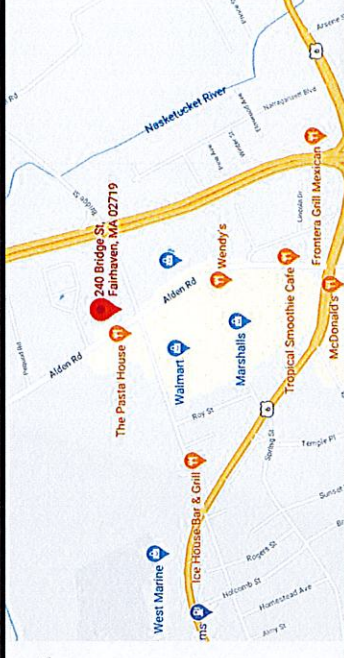
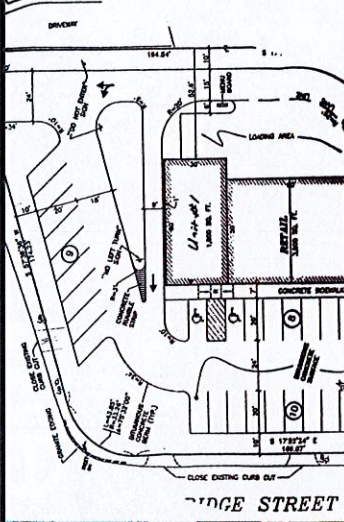
March 8, 2021

Site Overview: 240 Bridge Street



Site Overview

- Proposed Adult Use Retail Establishment
- Located in Marijuana Overlay District
- Currently 1,800 Sq. Ft. Vacant Storefront
- 27 parking spaces on site



Elevation Retail

Community Focused Operator & Experienced Management Team

- We are a local, community focused operator led by an experienced management team with a demonstrated track record of professional Marijuana Establishment operations.
- Committed to creating an inclusive and positive community environment in Fairhaven that provides consistent, high quality products to adults 21+

Revenues to Fairhaven

CA
NA

	First Full Year Projections	Second Full Year Projections	Third Full Year Projections	Fourth Full Year Projections	Fifth Full Year Projections
	2022	2023	2024	2025	2026
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

Positive Community Impact



Elevation Retail looks forward to **partnering** and working **cooperatively** with the Town of Fairhaven. To ensure that we operate as a **responsible, contributing member** of the local **community**, we work hard to establish a **mutually beneficial** relationship.

- **Jobs:**

Operations add many dozens of local full-time and part time jobs, in addition to hiring qualified, local contractors and vendors.

- **Monetary Benefits:**

A Host Community Agreement with significant monetary contributions and charitable donations provides the Town with additional financial benefits beyond local property taxes.

- **Economic Development:**

Our involvement and development in the community will contribute to the revitalization of the area at its vacant sites and contribute to the overall economic development of the local area.

- **Control:**

In addition to the Commission, local Police Department and other municipal departments will have oversight over Elevation Retail's security and fire prevention systems and processes.

- **Responsibility:**

We are comprised of experienced Marijuana Establishment operators, investors, and professionals who have been thoroughly background checked and evaluated by the Commission to meet and exceed their stringent criteria.

- **Access to Quality Product:**

Elevation Retail will enable qualified consumers in the Commonwealth to have access to high quality cannabis flower and products that are rigorously tested for cannabinoid content and contaminants.

Proposed Timeline

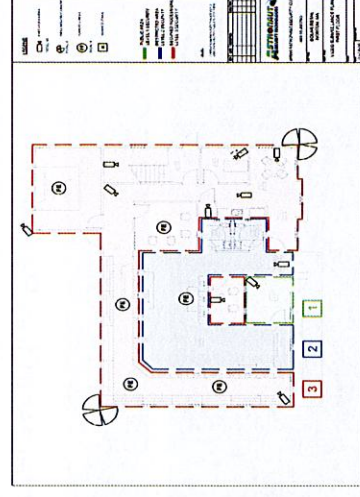
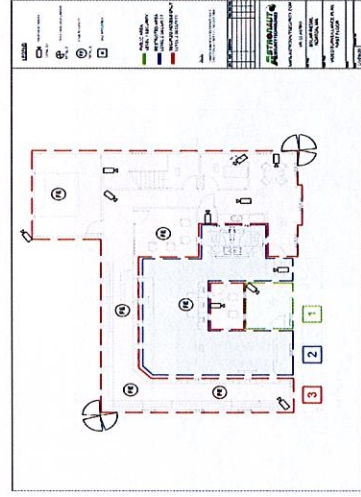
CA
NA

<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	Complete Community Outreach & Submit Complete Application to CCC
+120 days after Submission of Application	Receive Provisional License from CCC
+180 days after Submission of Application	Submit Engineering / Architectural Review & Special Permit Application
+210 days after Submission of Application	Approval of Architectural Review and Receive Municipal Building Permits
+270 days after Submission of Application	Finish Facility Buildout and Receive Certificate of Occupancy
+280 days after Submission of Application	CCC Final Inspection of Facility
+ 300 days after Submission of Application	Receive License to Commence Sales from CCC
+ 306 days after Submission of Application	Begin Sales Target: March, 2022

Maintaining a Secure Facility

CA
NA

- Security Access Controlled System
- Three Levels of Access Delineation
 - General, Card Access & Top Level of Security
- Exterior/Interior CCTV & Alarm Coverage
- Onsite Security Personnel
- Security System Monitoring by the Police Dept.
- Crowd & Traffic Control Measures & Working Closely with Fairhaven Police Department
- Strict Transportation & Delivery Procedures - Marijuana and Marijuana Products arriving at the facility will be transported in unmarked vans.
- Marijuana and Marijuana Products will be sold in secure areas under video surveillance.
- Customers are strictly prohibited from consuming any Marijuana or Marijuana Products on site or in the vicinity of the facility. They will be stopped by on-site security and, if applicable, reported to local law enforcement.



Prevention of Diversion to Minors



- The Establishment will adhere to strict access control procedures. Customers must enter through a secure vestibule area and have their identity and age verified by a security guard prior to entry to the facility.
- Customers must also provide their ID during any retail transaction. When checking out, customer service representatives will educate the customer about the safe transportation, consumption, and storage of their product. There will be visible signage that reminds customers about legal consequences of diverting products to minors.
- Strict adherence to permitted amounts, as well as rigorous customer identification verification procedures are strong safeguards against potential diversion.
- The Establishment will be monitored live by a private security firm. Security systems will also include extensive video surveillance with integrated alarms.
- We will work with local law enforcement to ensure the best possible surveillance coverage and to provide access to camera feeds.
- Marijuana and Marijuana Products will be located in locked, secure vaults under video surveillance.



Plan Not To Be A Nuisance



Elevation Retail looks forward to working cooperatively with our neighbors and the Town of Fairhaven. To ensure that we operate as a responsible, contributing member of the local community, we work hard to establish a respectful, transparent relationship with all stakeholders in Town.

- Our retail staff and security personnel will undergo rigorous training to implement a series of Standard Operating Procedures to ensure that customers do not become a neighborhood nuisance by causing unnecessary traffic delays or consuming marijuana on-site or in the immediate neighborhood.
- No marijuana products or paraphernalia will be visible from outside the facility.
- No odors will emanate from the establishment to the surrounding area.
- Our neighbors will be given the direct contact information of our General Manager, who will be available to address and immediately remedy any issues that may arise.
- We are committed to being a good and proactive neighbor to the residents and local businesses in Fairhaven.
- Any neighborhood complaints, if they should arise, will be addressed and resolved.

CA
NA

Q & A

Questions and Answers

