



## FAIRHAVEN SELECT BOARD

### Agenda

**Monday, October 25, 2021**

**6:30 p.m.**

**Town Hall – 40 Center Street – Fairhaven**

RECEIVED  
TOWN CLERK

2021 OCT 21 P 3: 20

*Pursuant to Chapter 20 of the Acts of 2021, this meeting will be conducted in person and via remote means, in accordance with applicable law. This means that members of the public body as well as members of the public may access this meeting in person, or via virtual means. In person attendance will be at the meeting location listed above, and it is possible that any or all members of the public body may attend remotely, with in-person attendance consisting of members of the public.*

Log on to:

<https://us06web.zoom.us/j/86352940719?pwd=VXdDTmM0dVFmR1dJSgFsU0M3RVprZz09>

or call 1-929-205-6099

**Meeting ID: 863 5294 0719**

**Passcode: 197676**

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

#### **A. MINUTES**

1. Approve the minutes of October 12, 2021 – Open Session
2. Approve the minutes of October 12, 2021—Executive Session

#### **B. TOWN ADMINISTRATOR REPORT**

#### **C. COMMITTEE LIAISON REPORTS**

#### **D. APPOINTMENTS**

1. 6:30 pm Appoint one resident to fill vacant seat on Board of Public Works until the next election
  - a. Albert Martin
  - b. Steve Reilly
2. 6:50 pm Meet and Greet Precinct 4
3. 7:00 pm Town Clerk- Approve Precinct Map Changes
4. 7:10 pm Ebb Tide transfer of Liquor license from C.F. Delano, Inc d/b/a The Ebb Tide to Bar on Middle, LLC d/b/a The Bar
5. 7:15 pm Approval of 2022 Seasonal Population Increase Estimation Form

#### **E. POSSIBLE ACTION/DISCUSSION**

1. Blue Stream Shellfish LLC. —request to install temporary electrical service from Hoppy's Landing
2. 61A (agricultural tax land) notice of intent to sell, 732 Sconticut Neck Road
3. Request to use Town Hall Auditorium
  - a. Friends of the Library—reading of "Pirate of Gold," Monday, November 15, 2021
  - b. Northeast Maritime Institute Graduation—Saturday, December 11, 2021
4. FY23 Budget/Town Meeting Calendar
5. Setting Select Board Calendar for first half of 2022
6. Mask Mandate update

## **F. CORRESPONDENCE**

1. Resignation from Commission on Disability
  - a. Diane Hahn
  - b. Zachary Hahn

## **G. EXECUTIVE SESSION**

1. To discuss - strategy regarding option to purchase land -MGL Chapter 30A, Section 21(a) 6: 61A  
Notice for 732 Sconticut Neck Road

## **H. NOTES AND ANNOUNCEMENTS**

1. The next **regularly** scheduled meeting of the Select Board is Monday, November 8, 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 Select Board Meeting Minutes October 12, 2021

**Present:** Chairman Robert Espindola, Vice-Chairwoman Stasia Powers, Clerk Keith Silvia, Interim Town Administrator Wendy Graves, Cable Access Director Derek Frates and Administrative Assistant Vicki Oliveira

**Also Present:** Town Counsel

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

Chairman Robert Espindola opened the meeting at 6:34 pm in the Town Hall Banquet Room.

### Minutes

Ms. Powers made a motion to approve the Open Session minutes of September 27, 2021 as amended. Mr. Silvia seconded. Vote was unanimous. (3-0)

### Town Administrator Report

Ms. Graves provided an update on the ARPA working group. Ms. Graves said the staff has been broken into six (6) workgroups (Water and Sewer, Broadband Infrastructure, Public Safety/Infrastructure, Public Safety, Economics/Sustainability, Human Services, and Information Technology/School) who each met with the grant office consultants to go over the projects that may qualify for state and/or federal funding. The consultants will review the projects and report on possible grant funding for the projects. The next step is for the workgroup to meet to go over the results on the reports and which grants we will qualify for funding.

The Tax Possession Auction on September 28, 2021 was a huge success and will bring in almost \$1.8 million of one-time revenue. All the properties should close within 30 days and then we will have an exact amount of revenue earned. This money will flow into surplus revenue/free cash.

Sylvia Group Insurance Agency & Trident Insurance Services are sponsoring a free training for department heads and managers on Wednesday October 20, 2021 at 10:00 am in the Town Hall Auditorium. The training will be an Employment Practices Seminar and they will review employment practices such as harassment, discrimination, wrongful termination and hostile work environment.

The ongoing boil water order that remains in effect until further notice for all those who utilize Fairhaven municipal water. In accordance with the requirements of the Massachusetts Department of Environmental Protection (DEP) order and testing schedule, additional water sampling and testing will take place on Tuesday Oct. 12th, Wednesday Oct. 13th, and Thursday Oct. 14th. The earliest day that the boil water order could potentially be lifted is Friday, Oct. 15th. In order for the boil water order to be lifted, the Town will need at least three

consecutive rounds of water samples must be clear of any contaminants. The order will continue if any samples indicate contaminants in the water. Fire Chief Todd Correia spoke about the RAVE system and the different measures the Town is taking to ensure that residents are properly notified in emergency situations.

### **Committee Liaison Reports**

Ms. Powers said the Lagoa Committee will be meeting on October 25, 2021 with the Town Art Curator Mark Badwey to discuss a possible location for the traveling art exhibit in 2022.

Mr. Silvia said the Rogers School open house was a huge success with more than 300 people attending. There has been a request for another day.

Mr. Silvia said the Historical Commission is having difficulty in getting the Nimrod Cannon back from Northeast Maritime Institute.

Mr. Espindola said the Broadband Committee is taking a short break until they get more information for the ARPA group. The Broadband consultants will still continue their work in the meantime.

Mr. Espindola will be meeting with SRPEDD for a meeting of the SMMPO.

Mr. Espindola said the Bikeway Committee and the Economic Development Committee will be meeting soon.

Mr. Espindola said the ARPA group received an outline from the consultant.

### **Meet and Greet Precinct 3**

There was no one who wished to speak for Precinct 3.

### **61A (agricultural tax land) notice of intent to sell, 732 Sconticut Neck Road**

The Board passed over this until a future meeting.

### **Common Victualer- Jersey Mike's**

Ms. Powers made a motion to approve the common victualer license for Jersey Mike's Subs, 215 Huttleston Avenue. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Resignation from Board of Public Works / Discuss process for filling vacancy**

Mr. Espindola read a letter from Brian Wotton, Chairman of the Board of Public Works (BPW), stating that Frank Coelho has resigned from his position on the BPW.

Ms. Powers made a motion to accept the resignation of Mr. Coelho from the BPW. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola said per town by law, the Select Board has the authority to appoint to fill the vacant position to the Board of Public Works. Attorney Crotty reminded the Board there is a 30-day requirement to fill the position. The Board discussed possible dates to advertise and appoint one resident to fill the vacancy. The BPW would like to be attendance to provide their input. Ms. Powers made a motion to notify the Chair of BPW and invite the BPW to the Select Board



meeting on October 25, 2021 for their input on the vacant seat. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Request to join Cultural Council**

Mr. Espindola read a letter of interest from Ron Fortier to join the Cultural Council. Mr. Fortier should check with ethics because of he has an application submitted to the Cultural Council for a grant.

Ms. Powers made a motion to appoint Mr. Fortier to the Cultural Council. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Request to join Bikeway Committee**

Mr. Espindola read a letter from Tim Garcia requesting to join the Bikeway Committee.

Ms. Powers made a motion to appoint Mr. Garcia to the Fairhaven Bikeway Committee. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Request to join Sustainability Committee**

Mr. Espindola read a letter from Tim Garcia requesting to join the Sustainability Committee.

Ms. Powers made a motion to appoint Mr. Garcia to the Sustainability Committee. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Town Hall Street Lights/ Social Media**

Mr. Espindola read a letter from Historical Commission Chairman Wayne Oliveira regarding a formal complaint against the Tourism Director for derogatory remarks made on social media about the proposed street lamp project by the Historical Commission. Mr. Crotty reminded the Board the discussion can only involve the street lamps and not at Mr. Richards, as he reports to the Town Administrator and not the Select Board. Mr. Espindola said employees should be reminded of the social media policy the town has in place.

The Board discussed the Street Lamp project and the Historical Commission receiving donations through their gift account for this project. Ms. Graves said the Historical Commission has the authority to spend the gift account how they choose. The Board and the Town Accountant discussed the use of gift accounts for all departments. Town Counsel reminded the Board they have the authority over Town Hall and can chose to stop this project if they chose to do so.

Mr. Nils Isaksen reminded the Board he has brought the Street Lamp project before the Board seven years ago when the brick sidewalks were being restored. At that time Executive Secretary Jeff Osuch provided in the plans for the conduit to be placed down at the time the sidewalks were being done.

Resident Anne Smith asked several questions regarding the street lamps and the donations.

Historical Commission Chairman Wayne Oliveira met with the Board to address his letter and to discuss the Street Lamp project. Mr. Oliveira expressed his concerns with the town employee who has made negative remarks over social media and feels this goes against the social media policy. Ms. Graves will address this issue further.

Mr. Oliveira discussed the steps going forward with this project and community involvement. Mr. Oliveira said it was never the will of the Historical Commission to circumvent town meeting but rather to do a nice project with out using taxpayer money.

Resident Karen Vilandry said this goes against the town charter and the Historical Commission does not oversee Town Hall. Mr. Espindola reminded her; the town does not currently have a town charter.

### **Web Site Policy**

The Board discussed the town web site and whether or not there is a policy for the use of the website. Ms. Graves told the Board she was not aware of any such policy.

### **Retirement of Town Counsel**

The Board discussed the retirement of Mr. Crotty and will not make any decisions until a new Town Administrator is hired. Mr. Crotty said he is available as long as the Town needs him.

### **Mask Mandate update**

Mr. Espindola said there has been a request to use the Town Hall auditorium from the Friends of the Library group.

The Board discussed their concerns for use of auditorium since there are still policies in place due to COVID restrictions. The Board supports the function but would like to make an official decision at their next meeting after a consultation with the Health Agent regarding the mask mandate at Town Hall.

### **Notes and Announcements**

Mr. Silvia thanked the volunteers who did a great job during the Rogers School open house tours.

Mr. Espindola said there is a Drug Enforcement Administration (DEA) sponsored “Drug Take Back Day” this Saturday.

At 8:37 pm Ms. Powers made a motion to adjourn to executive session, not to reconvene to open session to discuss strategy with respect to litigation- MGL Chapter 30A, Section 21(a)3: Atlas Tack and strategy regarding option to purchase land- MGL Chapter 30A, Section 21(a)6: 61A Notice for 732 Sconticut Neck Road. Mr. Silvia seconded. Vote was unanimous. (3-0)

Roll Call vote: Ms. Powers in favor, Mr. Silvia in favor, Mr. Espindola in favor.

Respectfully submitted,



Vicki L. Oliveira  
Administrative Assistant

D1  
Oct-5, 2021

Dear Selectboard Members,

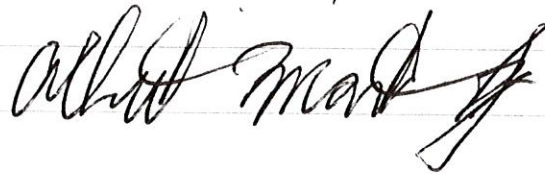
My name is Albert Martin and I am writing you in regards to the open seat on the Board of Public Works.

I was a 23+ years employee of the Highway Dept.

I have run for that Board on two separate occasions.

Thank you in advance of your consideration and I can be reached at 508 415 4174 if you have further questions.

Respectfully Submitted,



ALBERT Martin Jr.  
15 Hawthorne St  
Fairhaven, MA 02719

RECEIVED  
2021 OCT -5 A 8:55  
BOARD OF SELECTMAN  
FAIRHAVEN MASS



Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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## Re: Open BPW Board Position

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Robert Espindola <respindola@fairhaven-ma.gov>

Thu, Oct 7, 2021 at 9:38 AM

To: Steve Riley <[REDACTED]>, Vicki Paquette <vloliveira@fairhaven-ma.gov>

Steve,

I've received your email. Thank you for your interest in the open seat. I have copied Vicki Oliviera and Wendy Graves to ask that they include with other letters of interest. I've also copied Brian Wotton for his information.

Thank you,

Bob

On Thu, Oct 7, 2021 at 8:38 AM Steve Riley <[REDACTED]> wrote:

Bob,

I would like to be considered for the open position on the Board of Public Works. As a previous Board member for eight years I have the knowledge and experience for a seamless fit to fill in till the April 2022 election.

Regards  
Steve Riley

Sent from Yahoo Mail for iPhone



Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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**[Fairhaven MA] Board of Public Works Opening (Sent by Louis Dutton, ldutton@braintreema.gov)**

1 message

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**Contact form at Fairhaven MA** <cmsmailer@civicplus.com>

Thu, Oct 21, 2021 at 3:35 PM

Reply-To: ldutton@braintreema.gov

To: Select Board <selectboard@fairhaven-ma.gov>

Hello Select Board,

Louis Dutton ([ldutton@braintreema.gov](mailto:ldutton@braintreema.gov)) has sent you a message via your contact form (<https://www.fairhaven-ma.gov/user/49/contact>) at Fairhaven MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.fairhaven-ma.gov/user/49/edit>.

Message:

Good Afternoon,

My name is Louis Dutton and I am interested in the vacant position on the Fairhaven board of public works. I have 32 years experience in Water and Sewer and have been involved in DPW for 21. I currently am in charge of a 28 member department with an annual budget of 20.5 million. I would like to bring my knowledge to the board, to try to continue to make Fairhaven a great place to live.

Thank you for this opportunity.

Louis R Dutton

# Meet Precinct FOUR







# **Town of Fairhaven Massachusetts**

## **Town Clerk's Office**

Town Hall · 40 Center Street · Fairhaven, MA 02719  
Telephone: 508-979-4023 x 3 · Fax: 508-979-4079 · Email: clerk@fairhaven-ma.gov

October 25, 2021

Local Election Districts Review Commission  
Office of the Secretary of the Commonwealth  
c/o Elections Division  
One Ashburton Place, Room 1705  
Boston, MA 02108

**RE: TOWN OF FAIRHAVEN - 2020 RE-PRECINCTING**

We, the undersigned, hereby certify that at a meeting held on Monday, October 25, 2021, the Select Board voted to accept as presented by the Town Clerk, the 2020 Re-Precincting Plan for the Town of Fairhaven.

A true copy. ATTEST:

\_\_\_\_\_  
*Town Clerk*

SIGNED: \_\_\_\_\_  
*Name* *Chairman*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Name*

# Town of Fairhaven



Map Prepared for the Town of Fairhaven  
 Courtesy of William F. Galvin, Census Liaison  
 Secretary of the Commonwealth

2020 Population -- 15,924

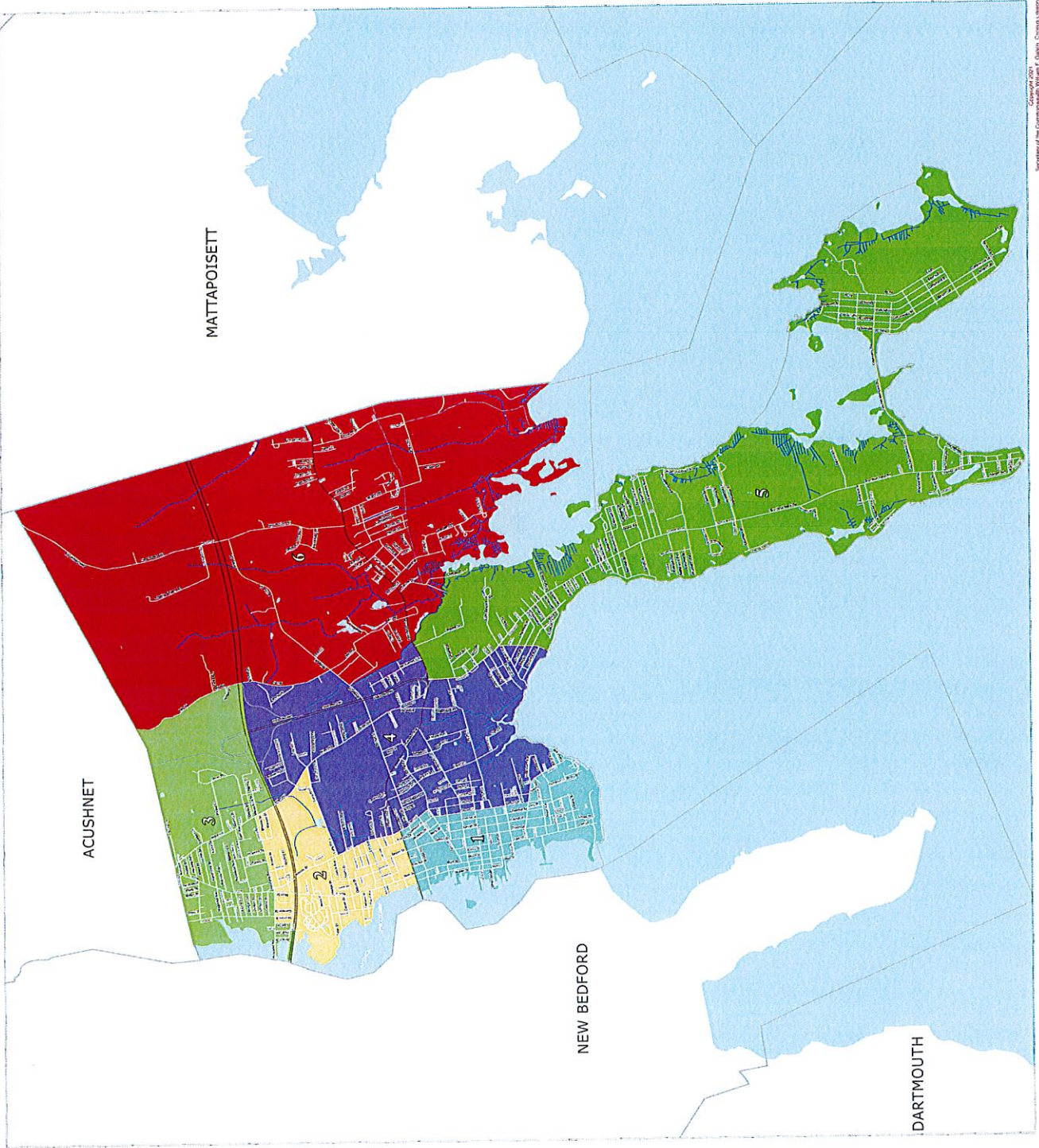
Minimum %	Target Population	Maximum %
2.521	2,652	2,797

## Precinct Boundaries Fairhaven

Precinct	2020 Population	Variance
1	2,741	3.28
2	2,734	3.01
3	2,582	-2.71
4	2,735	3.05
5	2,540	-4.30
6	2,592	-2.34

Population is based on the official U.S. 2020 Census block-level data.

Boundaries effective December 31, 2021



### **Fairhaven Legal Boundary Descriptions**

#### **Fairhaven Precinct 1**

All of that portion of Bristol County bounded and described as follows: Beginning at the point of intersection of the New Bedford/Fairhaven city/town line, and proceeding northerly along the New Bedford/Fairhaven city/town line to Fairhaven Brg, and proceeding easterly along Fairhaven Brg to Huttleston Ave, and proceeding easterly along Huttleston Ave to Adams St, and proceeding southerly along Adams St to Spring St, and proceeding westerly along Spring St to Pleasant St, and proceeding southerly along Pleasant St to Farmfield St, and proceeding easterly along Farmfield St to Baker Ave, and proceeding easterly along Baker Ave to a point intersecting with Turner Avenue, and proceeding northerly along property line of 25 Turner Avenue to a point approximately 158 feet north, and proceeding easterly from a line of sight to the Atlantic Ocean shoreline, and proceeding easterly, southerly and westerly along Atlantic Ocean shoreline to the point of beginning.

#### **Fairhaven Precinct 2**

All of that portion of Bristol County bounded and described as follows: Beginning at the point of intersection of the New Bedford/Fairhaven city/town line and Fairhaven Brg, and proceeding northerly along the New Bedford/Fairhaven city/town line to I- 195, and proceeding easterly along I- 195 to Service St, and proceeding northerly and easterly along Service St to Oak St, and proceeding northerly along Oak St to Howland Rd, and proceeding easterly along Howland Rd to Alden Rd, and proceeding southerly along Alden Rd to Long Rd, and proceeding westerly along Long Rd to Adams St, and proceeding southerly along Adams St to Huttleston Ave, and proceeding westerly along Huttleston Ave to Fairhaven Brg, and proceeding westerly along Fairhaven Brg to the point of beginning.

#### **Fairhaven Precinct 3**

All of that portion of Bristol County bounded and described as follows: Beginning at the point of intersection of the New Bedford/Fairhaven city/town line and I- 195, and proceeding northerly along the New Bedford/Fairhaven city/town line to the Acushnet/Fairhaven town line, and proceeding easterly along the Acushnet/Fairhaven town line to a point approximately 422 feet due north of Mill Rd, and proceeding southerly approximately 422 feet from a line of sight of Mill Rd to Mill Rd, and proceeding southerly along Mill Rd to I- 195, and proceeding westerly along I- 195 to Alden Rd, and proceeding northerly along Alden Rd to Howland Rd, and proceeding westerly along Howland Rd to Oak St, and proceeding southerly along Oak St to Service St, and proceeding westerly along Service St to River Ave, and proceeding southerly along River Ave to I- 195, and proceeding westerly along I- 195 to the point of beginning.

#### Fairhaven Precinct 4

All of that portion of Bristol County bounded and described as follows: Beginning at the point of intersection of Long Rd and Adams St, and proceeding easterly along Long Rd to Alden Rd, and proceeding westerly along Alden Rd to I- 195, and proceeding easterly along I- 195 to Mill Rd, and proceeding southerly along Mill Rd to Bridge St, and proceeding southerly along Bridge St to Nasketucket Riv, and proceeding southerly along Nasketucket Riv to Huttleston Ave, and proceeding westerly along Huttleston Ave to Sconticut Neck Rd, and proceeding southerly along Sconticut Neck Rd to Manhattan Ave, and proceeding southerly along Manhattan Ave to a walking path and continuing southerly along the path to Atlantic shoreline, and proceeding westerly along the Atlantic shoreline to Baker Ave, and proceeding westerly along Baker Ave to Farmfield St, and proceeding northerly along Farmfield St to Pleasant St, and proceeding northerly along Pleasant St to Spring St, and proceeding easterly along Spring St to Adams St, and proceeding northerly along Adams St to the point of beginning.

#### Fairhaven Precinct 5

All of that portion of Bristol County bounded and described as follows: Beginning at the point of intersection of Sconticut Neck Rd and Manhattan Ave, and proceeding northerly along Sconticut Neck Rd to Huttleston Ave, and proceeding easterly along Huttleston Ave to Nasketucket Riv, and proceeding southerly along Nasketucket Riv to shoreline, and proceeding southerly along shoreline, and proceeding easterly along shoreline, and proceeding southerly along shoreline, and proceeding westerly along the shoreline, and proceeding northerly along shoreline to walking path connected to Manhattan Ave, and proceeding northerly along walking path connected to Manhattan Ave and continuing north on Manhattan Ave to the point of beginning.

#### Fairhaven Precinct 6

All of that portion of Bristol County bounded and described as follows: Beginning at the point of intersection of Old Rd and wooded end of Mill Rd, and proceeding northerly along a line of sight approximately 422 feet due north of Mill Rd to the Acushnet/Fairhaven town line, and proceeding easterly along the Acushnet/Fairhaven town line to the Mattapoisett/Fairhaven town line, and proceeding southerly along the Mattapoisett/Fairhaven town line to the Atlantic Ocean shoreline, and proceeding westerly along the shoreline, and proceeding northerly along shoreline to Nasketucket Riv, and proceeding westerly along Nasketucket Riv to Bridge St, and proceeding northerly along Bridge St to Mill Rd, and proceeding northerly along Mill Rd to the point of beginning.



New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002000	71	67	0	0	2	0	0	2	1	70
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002001	20	16	0	1	2	0	1	0	2	18
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002002	22	19	0	0	0	0	0	3	0	22
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002003	18	12	0	0	0	0	0	6	4	14
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002004	28	27	0	0	0	0	0	1	2	26
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002005	163	152	4	0	0	0	0	7	4	159
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002006	43	42	0	0	0	0	0	1	0	43
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002007	53	47	0	0	0	0	1	5	1	52
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002008	40	36	4	0	0	0	0	0	0	40
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002009	21	16	0	2	0	0	0	3	0	21
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002010	31	30	0	0	0	0	0	1	1	30
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002011	20	18	0	0	0	0	1	1	0	20
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002012	36	31	0	3	0	0	0	2	1	35
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002013	28	23	0	0	2	0	0	3	0	28
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002014	23	22	0	0	0	0	1	0	0	23
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002015	7	1	0	0	0	0	0	6	0	7
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002016	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002017	28	24	0	0	3	0	0	1	3	25
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002018	22	21	0	0	0	0	0	1	1	21
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002019	23	22	0	0	0	0	0	1	0	23
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002020	39	39	0	0	0	0	0	0	5	34
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002021	22	20	0	0	0	0	0	2	0	22
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002022	18	17	0	0	1	0	0	0	0	18
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002023	5	5	0	0	0	0	0	0	0	5
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002024	32	29	1	0	0	0	0	2	1	31
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002025	20	18	0	0	0	0	0	2	1	19
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002026	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002027	7	3	0	1	1	0	0	2	0	7
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553002028	36	34	0	0	0	0	2	0	0	36
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003000	29	23	0	0	1	0	0	5	3	26
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003001	49	44	3	0	0	1	0	1	0	49
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003002	62	60	0	0	2	0	0	0	0	62
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003003	35	32	0	0	1	0	0	2	3	32
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003004	30	27	0	0	0	0	0	3	2	28
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003005	17	17	0	0	0	0	0	0	0	17
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003006	33	31	0	2	0	0	0	0	4	29
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003007	23	20	0	1	0	0	1	1	0	23
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003008	32	32	0	0	0	0	0	0	0	32
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003009	5	5	0	0	0	0	0	0	2	3
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003010	20	17	0	0	1	0	0	2	1	19
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003011	40	38	1	0	0	0	0	1	1	39
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003018	39	35	0	0	0	0	0	4	1	38
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003019	30	27	0	0	0	0	1	2	0	30
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003020	46	43	0	0	0	0	0	3	1	45



New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003021	35	30	0	0	0	0	0	5	3	32
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003022	20	18	0	2	0	0	0	0	0	20
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003023	35	35	0	0	0	0	0	0	1	34
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003024	114	105	6	0	1	0	0	2	5	109
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003025	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003028	29	27	0	0	0	0	0	2	0	29
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003029	23	21	0	0	0	0	0	2	1	22
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056553003030	52	47	0	1	3	0	0	1	0	52
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001003	85	79	0	3	0	0	0	3	0	85
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001005	33	31	0	0	0	0	0	2	1	32
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001006	32	26	1	3	0	0	0	2	2	30
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001007	21	21	0	0	0	0	0	0	0	21
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001008	24	22	1	0	0	0	0	1	1	23
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001009	25	25	0	0	0	0	0	0	0	25
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001010	49	45	0	0	0	0	0	4	0	49
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001011	48	44	0	0	0	0	0	4	0	48
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001012	25	23	0	0	1	0	0	1	2	23
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001013	41	33	0	3	1	0	0	4	0	41
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001014	51	50	0	0	0	0	0	1	0	51
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001015	74	71	0	0	0	0	0	3	0	74
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001016	25	23	0	0	0	0	0	2	0	25
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001017	40	32	1	0	0	0	0	7	3	37
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001018	102	91	1	0	6	0	0	4	0	102
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001019	10	9	0	0	0	0	0	1	1	9
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001020	46	43	0	2	0	0	0	1	0	46
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001021	18	16	0	0	1	0	0	1	0	18
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001022	15	9	3	2	0	0	0	1	1	14
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001023	23	23	0	0	0	0	0	0	0	23
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001024	3	2	0	0	0	0	0	1	0	3
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001025	15	13	0	0	0	0	0	2	2	13
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001026	14	12	0	1	0	0	0	1	1	13
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001027	32	30	1	0	0	0	0	1	0	32
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001028	13	10	0	0	0	0	0	3	1	12
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001029	11	9	0	0	0	0	0	2	1	10
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001030	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001032	29	27	0	2	0	0	0	0	0	29
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001033	32	30	0	0	0	0	0	2	0	32
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001034	4	1	0	0	0	0	0	3	0	4
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001035	17	17	0	0	0	0	0	0	0	17
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001036	6	6	0	0	0	0	0	0	0	6
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001037	16	13	0	0	0	0	0	3	4	12
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001038	11	10	0	0	0	0	0	1	0	11
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001039	8	7	0	0	0	0	0	1	0	8
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056554001040	18	15	0	0	1	0	0	2	1	17



New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Fairhaven Town Precinct 1	Fairhaven Town Precinct 1	250056552001042	51	51	0	0	0	0	0	0	0	51
<b>Fairhaven Town Precinct 1</b>		<b>89</b>	<b>2,741</b>	<b>2,494</b>	<b>27</b>	<b>29</b>	<b>30</b>	<b>1</b>	<b>8</b>	<b>152</b>	<b>76</b>	<b>2,665</b>
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552001014	29	22	0	4	3	0	0	0	0	26
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552001015	110	97	0	9	0	0	0	4	0	110
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552001016	26	23	0	1	0	0	0	2	0	26
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552001017	39	29	3	0	4	0	0	3	1	38
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552001018	32	32	0	0	0	0	0	0	4	28
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552001019	18	9	0	0	1	0	0	8	3	15
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552001020	28	27	0	0	0	0	0	1	0	28
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552001021	37	32	0	0	0	0	0	5	1	36
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552001022	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002000	64	62	0	0	0	0	0	2	0	64
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002001	46	45	0	1	0	0	0	0	1	45
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002002	60	55	0	2	0	0	0	3	0	60
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002003	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002004	10	10	0	0	0	0	0	0	0	10
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002005	9	7	0	0	0	0	0	2	0	9
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002006	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002007	150	134	2	6	4	0	1	3	5	145
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002008	28	25	2	0	1	0	0	0	3	25
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002009	63	58	1	0	0	0	0	4	4	59
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002010	32	23	0	1	5	0	1	2	2	30
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002011	39	34	0	0	0	0	0	5	5	34
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002012	36	34	0	0	1	0	0	1	2	34
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002013	36	34	0	0	0	0	0	2	2	34
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002014	28	28	0	0	0	0	0	0	1	27
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002015	25	25	0	0	0	0	0	0	0	25
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002016	20	20	0	0	0	0	0	0	0	20
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002017	28	22	0	0	0	0	0	6	2	26
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002018	31	27	0	0	1	0	0	3	8	23
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002019	26	23	0	0	0	0	2	1	0	26
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002020	26	24	0	1	0	0	0	1	1	25
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002021	24	21	0	0	0	0	0	3	2	22
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002022	49	31	0	7	1	0	0	10	6	43
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002023	24	21	0	2	0	0	0	1	0	24
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002024	23	16	2	5	0	0	0	0	0	23
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002025	31	24	0	0	0	0	0	7	2	29
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002026	58	49	1	0	2	0	0	6	5	53
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002027	32	29	0	0	0	0	0	3	0	32
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002028	28	21	0	0	4	0	0	3	2	26
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002029	45	38	0	0	0	0	0	4	1	44
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002030	35	32	3	0	0	0	0	0	0	35
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552002031	38	30	1	3	0	0	0	4	0	38



New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552003006	44	41	0	0	1	0	1	1	1	43
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552003007	287	259	6	7	5	0	0	10	7	280
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552003008	37	34	1	0	0	0	2	0	4	33
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552003015	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552003016	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552003017	9	5	0	0	2	0	0	2	1	8
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004000	299	285	1	4	1	1	0	7	1	298
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004001	105	97	3	0	1	0	0	4	3	102
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004002	24	23	0	0	0	0	0	1	1	23
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004003	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004004	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004005	101	97	2	0	2	0	0	0	1	100
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004006	41	35	0	0	0	0	0	6	4	37
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004007	58	53	0	3	1	0	0	1	1	57
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004008	23	19	0	2	0	0	0	2	0	23
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004009	33	22	0	2	1	0	3	5	10	23
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004010	43	40	2	0	0	0	0	1	0	43
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004011	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056552004012	29	28	0	0	0	0	0	1	0	29
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056553001000	96	92	0	0	0	0	0	4	2	94
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056553001002	24	22	0	0	0	0	0	2	1	23
Fairhaven Town Precinct 2	Fairhaven Town Precinct 2	250056553001003	18	17	1	0	0	0	0	0	0	18
<b>Fairhaven Town Precinct 2</b>			<b>63</b>	<b>2,442</b>	<b>31</b>	<b>60</b>	<b>41</b>	<b>1</b>	<b>13</b>	<b>146</b>	<b>103</b>	<b>2,631</b>
<b>Total</b>			<b>2,734</b>	<b>2,442</b>	<b>31</b>	<b>60</b>	<b>41</b>	<b>1</b>	<b>13</b>	<b>146</b>	<b>103</b>	<b>2,631</b>
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056551001002	55	52	0	0	0	0	0	3	0	55
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056551001003	403	375	2	11	9	0	0	6	18	385
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056551001004	51	46	0	2	0	0	0	3	0	51
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056551001005	75	72	0	0	3	0	0	0	1	74
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056551001006	17	12	0	0	4	0	0	1	3	14
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056551001007	29	26	0	0	0	0	0	3	0	29
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056551001008	60	54	0	1	0	0	0	5	0	60
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056551001009	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056551001010	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001000	29	28	1	0	0	0	0	0	1	28
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001001	16	14	0	0	2	0	0	0	2	14
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001002	49	43	1	2	0	0	0	3	4	45
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001003	68	63	0	0	3	0	0	2	7	61
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001004	56	54	0	1	0	0	0	1	1	55
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001005	81	79	0	0	0	0	0	2	0	81
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001006	319	312	2	0	4	0	0	1	2	317
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001007	50	42	1	0	0	0	0	7	1	49
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001008	22	21	0	0	0	0	0	1	2	20
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001009	32	32	0	0	0	0	0	0	0	32
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001010	8	8	0	0	0	0	0	0	0	8



New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001011	93	85	3	0	4	0	0	1	0	93
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001012	28	22	0	0	1	0	0	5	1	27
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001013	25	24	0	0	0	0	0	1	1	24
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552001023	26	26	0	0	0	0	0	0	0	26
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552003000	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552003001	3	0	0	0	0	0	2	1	2	1
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552003002	90	81	0	4	0	0	0	5	0	90
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552003003	70	69	0	0	0	0	0	1	0	70
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552003004	72	64	0	2	3	0	0	3	3	69
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552003005	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552003009	47	43	3	0	0	0	0	1	1	46
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552003010	28	13	0	0	1	0	0	14	20	8
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552003011	19	18	0	0	1	0	0	0	1	18
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552003012	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552003013	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552003014	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005000	66	65	0	1	0	0	0	0	0	66
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005001	37	31	0	1	0	0	0	5	1	36
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005002	29	24	0	3	0	0	0	2	3	26
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005003	29	24	2	0	2	0	0	1	4	25
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005004	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005005	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005006	72	64	0	1	4	0	0	3	0	72
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005007	57	50	0	1	0	0	0	6	5	52
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005008	23	17	2	0	1	0	0	3	3	20
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005009	11	6	0	0	0	0	1	4	1	10
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005010	17	13	0	2	1	0	0	1	0	17
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005011	17	13	0	0	0	0	0	4	1	16
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005012	59	52	4	0	0	0	0	3	6	53
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005013	88	76	3	0	3	0	0	6	10	78
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005014	53	44	0	0	4	0	0	5	0	53
Fairhaven Town Precinct 3	Fairhaven Town Precinct 3	250056552005015	103	81	0	10	0	0	2	10	5	98
<b>Fairhaven Town Precinct 3</b>												
<b>Total</b>		<b>52</b>	<b>2,582</b>	<b>2,338</b>	<b>24</b>	<b>42</b>	<b>50</b>	<b>0</b>	<b>5</b>	<b>123</b>	<b>110</b>	<b>2,472</b>
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056551001018	43	40	0	0	0	0	0	3	1	42
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056551001019	225	215	0	4	0	0	1	5	3	222
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056551001020	28	25	0	0	3	0	0	0	0	28
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056551001021	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056551001022	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056551001023	18	16	1	0	1	0	0	0	0	18
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056551001024	15	6	2	0	0	0	0	7	1	14
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056551001025	4	1	0	1	0	0	0	2	0	4
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056551001026	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056551001027	104	97	0	5	0	0	0	2	2	102



New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001001	259	252	0	4	2	0	0	1	0	259
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001004	26	21	0	0	0	0	0	5	0	26
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001005	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001006	33	23	2	2	1	0	0	5	4	29
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001007	43	34	0	0	3	0	0	6	3	40
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001008	22	15	0	0	2	1	0	4	8	14
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001009	38	34	0	0	2	0	1	1	2	36
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001010	39	35	2	0	0	0	0	2	4	35
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001011	39	35	0	0	2	0	0	2	7	32
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001012	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001013	41	34	0	0	0	0	0	7	4	37
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001014	44	36	0	0	0	0	0	8	0	44
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001015	37	30	0	0	1	0	0	4	1	36
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001016	221	215	0	0	2	0	0	4	0	221
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001017	74	61	2	4	1	0	1	5	2	72
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001018	93	84	0	1	0	0	1	7	4	89
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001019	28	25	0	1	1	0	0	2	1	27
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001020	22	17	0	0	1	0	0	4	1	21
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001021	134	124	0	0	6	0	0	4	9	125
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001022	50	43	0	0	7	0	0	0	4	46
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001023	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001024	22	19	0	0	0	0	0	3	1	21
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001025	33	25	0	0	0	0	0	8	9	24
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553001026	3	0	0	0	0	0	0	3	0	3
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553003012	9	6	2	0	0	0	0	1	0	9
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553003013	17	17	0	0	0	0	0	0	0	17
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553003014	44	39	0	3	0	0	1	1	1	43
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553003015	36	35	0	0	0	0	0	1	1	35
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553003016	37	35	0	0	0	0	0	2	2	35
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553003017	45	34	0	0	0	0	0	11	1	44
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553003026	25	20	0	2	0	0	0	3	0	25
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056553003027	15	15	0	0	0	0	0	0	0	15
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554001000	153	150	0	1	0	0	0	2	1	152
Fairhaven Town Precinct 4	Fairhaven Town Precinct 1	250056554001001	46	45	0	0	1	0	0	0	1	45
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554001002	31	30	0	0	0	0	0	1	0	31
Fairhaven Town Precinct 4	Fairhaven Town Precinct 1	250056554001004	39	35	0	4	0	0	0	0	1	38
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554001041	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554002011	16	15	0	0	0	0	0	1	1	15
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003000	157	146	2	4	1	0	0	4	2	155
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003001	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003002	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003003	26	22	0	0	0	0	0	4	4	22
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003004	27	23	0	0	3	0	0	1	3	24
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003005	29	20	5	0	0	0	0	4	0	29



New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003006	44	37	0	0	2	0	0	5	3	41
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003007	26	26	0	0	0	0	0	0	0	26
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003008	26	25	0	0	0	0	0	1	1	25
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003009	17	15	0	0	0	0	0	2	0	17
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003010	7	4	0	1	1	0	0	1	0	7
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003011	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003012	66	61	2	3	0	0	0	0	0	66
Fairhaven Town Precinct 4	Fairhaven Town Precinct 4	250056554003013	59	56	0	0	0	0	0	3	0	59
<b>Fairhaven Town Precinct 4</b>		<b>62</b>	<b>2,735</b>	<b>2,473</b>	<b>20</b>	<b>41</b>	<b>41</b>	<b>1</b>	<b>7</b>	<b>152</b>	<b>93</b>	<b>2,642</b>
<b>Total</b>												
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056551002020	427	415	0	0	2	0	0	10	6	421
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056551002021	44	33	0	2	5	0	0	4	3	41
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056551002022	22	16	0	0	0	0	0	6	6	16
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056551002023	32	30	0	0	0	0	0	2	0	32
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056551002026	23	20	0	0	2	0	0	1	1	22
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056551002029	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002000	52	51	0	0	0	0	0	1	0	52
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002001	31	24	2	1	0	0	0	4	0	31
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002002	254	252	0	1	0	0	0	1	0	254
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002003	22	16	0	0	3	0	0	3	1	21
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002004	18	17	0	1	0	0	0	0	0	18
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002005	26	26	0	0	0	0	0	0	0	26
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002006	8	4	0	0	0	0	0	4	0	8
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002007	6	5	0	0	0	0	0	1	0	6
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002008	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002010	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002012	43	39	2	0	0	0	0	2	1	42
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002013	126	120	0	2	1	0	0	3	1	125
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002014	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002015	24	19	0	0	2	0	0	3	0	24
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002016	60	56	0	0	0	0	0	4	2	58
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002017	12	10	0	0	0	0	0	2	0	12
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002018	64	63	0	0	0	0	0	1	0	64
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002019	21	19	0	0	0	0	0	2	2	19
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002020	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002021	42	40	0	2	0	0	0	0	0	42
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002022	38	35	0	1	1	0	0	1	2	36
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554002023	19	16	0	0	0	0	0	3	3	16
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554003014	19	17	0	0	1	0	0	1	0	19
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554003015	73	67	0	0	0	0	0	6	1	72
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554003016	78	72	4	0	0	0	0	2	0	78
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554003017	41	41	0	0	0	0	0	0	0	41
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554003018	27	19	1	0	0	0	0	7	1	26
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554003020	4	4	0	0	0	0	0	0	0	4



New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004001	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004002	106	98	0	1	4	0	0	3	4	102
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004003	3	3	0	0	0	0	0	0	0	3
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004004	131	129	0	0	0	0	0	2	1	130
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004005	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004006	19	12	0	0	0	0	0	7	0	19
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004008	54	53	0	1	0	0	0	0	0	54
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004009	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004010	23	22	0	0	0	0	0	1	0	23
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004012	15	15	0	0	0	0	0	0	0	15
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004013	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004014	6	5	0	0	1	0	0	0	0	6
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004015	2	0	0	0	0	0	0	2	0	2
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004016	24	24	0	0	0	0	0	0	0	24
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004017	15	12	0	0	2	0	0	1	2	13
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004019	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004020	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004021	4	4	0	0	0	0	0	0	1	3
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004022	14	12	0	0	0	0	0	2	0	14
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004023	4	4	0	0	0	0	0	0	0	4
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004024	15	12	0	0	0	0	0	3	1	14
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004025	22	19	0	0	1	0	0	2	0	22
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004026	18	16	0	1	0	0	0	1	0	18
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004027	17	16	0	1	0	0	0	0	0	17
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004028	9	8	0	0	0	0	0	1	0	9
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004029	20	19	0	0	0	0	1	0	0	20
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004030	10	9	0	0	0	0	0	1	1	9
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004031	9	9	0	0	0	0	0	0	0	9
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004032	17	14	0	1	0	0	0	2	1	16
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004033	21	21	0	0	0	0	0	0	0	21
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004034	11	9	0	0	0	0	0	2	0	11
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004035	13	13	0	0	0	0	0	0	0	13
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004036	14	13	0	0	0	0	0	1	1	13
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004037	15	15	0	0	0	0	0	0	0	15
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004038	7	7	0	0	0	0	0	0	0	7
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004039	6	3	0	0	3	0	0	0	0	6
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004040	1	0	0	1	0	0	0	0	0	1
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004041	15	15	0	0	0	0	0	0	0	15
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004042	8	7	0	0	0	0	0	1	0	8
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004043	32	32	0	0	0	0	0	0	0	32
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004044	3	1	0	1	0	0	0	1	0	3
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004045	13	13	0	0	0	0	0	0	0	13
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004046	19	19	0	0	0	0	0	0	2	17
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004047	4	4	0	0	0	0	0	0	0	4



New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004048	24	24	0	0	0	0	0	0	0	24
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004049	4	4	0	0	0	0	0	0	0	4
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004050	12	12	0	0	0	0	0	0	0	12
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004051	11	9	1	0	0	0	0	1	0	11
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004052	8	8	0	0	0	0	0	0	0	8
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004053	11	10	0	0	0	0	0	1	0	11
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004054	19	19	0	0	0	0	0	0	0	19
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004055	1	1	0	0	0	0	0	0	0	1
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004056	5	5	0	0	0	0	0	0	1	4
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004057	2	2	0	0	0	0	0	0	0	2
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004058	11	11	0	0	0	0	0	0	0	11
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004059	24	24	0	0	0	0	0	0	0	24
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004060	2	0	0	0	0	0	0	2	0	2
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004061	11	11	0	0	0	0	0	0	0	11
Fairhaven Town Precinct 5	Fairhaven Town Precinct 5	250056554004062	0	0	0	0	0	0	0	0	0	0
<b>Fairhaven Town Precinct 5</b>		<b>93</b>	<b>2,540</b>	<b>2,373</b>	<b>10</b>	<b>17</b>	<b>28</b>	<b>0</b>	<b>1</b>	<b>111</b>	<b>45</b>	<b>2,495</b>
<b>Total</b>												
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001000	44	37	0	0	3	0	0	4	7	37
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001001	173	160	0	3	1	0	0	9	3	170
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001011	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001012	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001013	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001014	246	237	0	0	2	0	0	7	4	242
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001015	23	18	0	0	0	0	0	5	0	23
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001016	27	24	0	0	0	0	0	3	0	27
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001017	46	35	0	3	0	0	0	8	4	42
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001028	111	102	0	5	0	0	1	3	1	110
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001029	67	56	0	0	3	0	0	8	6	61
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001030	337	325	2	2	4	0	0	4	4	333
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001031	42	31	0	0	1	0	2	8	5	37
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001032	27	18	0	0	5	0	0	4	3	24
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551001033	18	17	0	0	1	0	0	0	1	17
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002000	147	139	0	0	0	0	0	8	1	146
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002001	313	297	0	0	7	0	0	9	3	310
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002002	7	6	0	0	1	0	0	0	0	7
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002003	21	17	0	0	0	0	0	4	3	18
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002004	90	82	0	0	2	0	0	6	3	87
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002005	17	8	0	1	0	0	0	8	1	16
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002006	15	8	0	0	4	0	0	3	1	14
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002007	98	97	0	1	0	0	0	0	4	94
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002008	25	19	3	0	0	0	0	3	1	24
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002009	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002010	354	334	0	0	10	0	0	10	6	348
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002011	26	17	1	0	0	0	0	8	2	24

New VTD	Old VTD	Block ID	TotalPop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002012	52	50	0	0	0	0	0	2	0	52
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002013	67	66	0	0	1	0	0	0	1	66
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002014	40	34	0	0	0	0	0	6	0	40
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002015	57	45	0	0	1	0	0	11	1	56
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002016	30	21	0	1	2	0	0	6	3	27
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002017	21	16	2	0	1	0	0	2	0	21
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002018	37	30	0	0	3	0	1	3	5	32
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002019	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002024	10	8	0	0	0	0	2	0	0	10
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002025	4	0	0	0	0	0	0	4	1	3
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002027	0	0	0	0	0	0	0	0	0	0
Fairhaven Town Precinct 6	Fairhaven Town Precinct 6	250056551002028	0	0	0	0	0	0	0	0	0	0
<b>Fairhaven Town Precinct 6 Total</b>		<b>39</b>	<b>2,592</b>	<b>2,354</b>	<b>8</b>	<b>16</b>	<b>52</b>	<b>0</b>	<b>6</b>	<b>156</b>	<b>74</b>	<b>2,518</b>
<b>Grand Total</b>		<b>398</b>	<b>15,924</b>	<b>14,474</b>	<b>120</b>	<b>205</b>	<b>242</b>	<b>3</b>	<b>40</b>	<b>840</b>	<b>501</b>	<b>15,423</b>



# SELECT BOARD'S MEETING

**LIQUOR LICENSE HEARING**

**MONDAY, OCTOBER 25, 2021**

**@ 7:10 PM**

**Application submitted by:**

**Bar on Middle, LLC**

**D/b/a THE BAR**

**47 Middle Street**

**Fairhaven, MA**

**Pedro M. Nunes, Manager**

**(TRANSFER OF LIQUOR LICENSE)**

**(Transfer from C.F. Delano, Inc.-THE EBB TIDE)**

Taxes: ok

WC: pending new owners

Bldg.: Ok to approve transfer-will need sign off prior to opening from Bldg.Comm./Fire Chief (Revised 10/19/21)

Bd. of Health: Once approved-If food is to be served, would need to apply with Bd. of Health

Tips: ok

Advertised: 10/14/21

## **TOWN OF FAIRHAVEN**

Notice, is hereby given, under Chapter 138 of the Massachusetts General Laws that, Bar on Middle, LLC, d/b/a THE BAR, 47 Middle Street, Fairhaven, MA 02719, Pedro M. Nunes, Manager, has applied for the transfer of a General On-Premises/All Alcohol License.

The described premise includes an entrance on Middle Street side, to be used for games, exit on north side of building, first floor with storage room. Total Sq. footage; 196, One (1) Floor, number of entrances two (2), number of exits two (2), with a seating capacity of 36 and Occupancy number of 36.

A hearing will be held at a Selectmen's Meeting, Fairhaven Town Hall, Banquet Room, 40 Center Street, Fairhaven, MA on Monday, October 25, 2021 at 7:10 PM.

## **FAIRHAVEN SELECT BOARD**

Robert Espindola  
Keith Silvia  
Stasia Powers



*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)**

Fairhaven

**ENTITY/ LICENSEE NAME**

Bar on Middle LLC

**ADDRESS**

47 Middle Street

**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 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

RECEIVED  
2021 OCT -6 P 2:15  
BOARD OF SELECTMAN  
FAIRHAVEN MASS

**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.

Transfer of liquor license between C F Delano Inc. and Bar on Middle LLC. Bar with bar style snacks.

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 General On-Premises"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

**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	<input type="text" value="00021-GP-0384"/>	FEIN	<input type="text" value="87-2580620"/>
Entity Name	<input type="text" value="Bar on Middle LLC"/>		
DBA	<input type="text" value="The Bar"/>	Manager of Record	<input type="text" value="Pedro M. Nunes"/>
Street Address	<input type="text" value="47 Middle Street, Fairhaven, MA"/>		
Phone	<input type="text" value="(508) 910-2134"/>	Email	<input type="text" value="dfranco@fleetfisheries.com"/>
Add'l Phone	<input type="text"/>	Website	<input type="text"/>

**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.

Entrance on Middle Street side to be used for games, exit on north side of building, first floor with storage room.

Total Sq. Footage	<input type="text" value="196"/>	Seating Capacity	<input type="text" value="36"/>	Occupancy Number	<input type="text" value="36"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="1"/>



## APPLICATION FOR A TRANSFER OF LICENSE

### 5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name <span style="border: 1px solid black; padding: 2px;">C.F. Delano, Inc.</span>	By what means is the license being transferred? <span style="border: 1px solid black; padding: 2px;">Purchase</span>
--	--

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
<span style="border: 1px solid black; display: block; height: 1.2em;">Lois Grindrod</span>	<span style="border: 1px solid black; display: block; height: 1.2em;">Pres./Treas./Sec./Director</span>	<span style="border: 1px solid black; display: block; height: 1.2em;">100%</span>
<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>
<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>
<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>
<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>

### 6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises (Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
<span style="border: 1px solid black; display: block; height: 1.2em;">Lars Vinjerud, II</span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<span style="border: 1px solid black; display: block; height: 1.2em;">Manager</span>	<span style="border: 1px solid black; display: block; height: 1.2em;">100%</span>	<span style="border: 1px solid black; display: block; height: 1.2em;"><input checked="" type="radio"/> Yes <input type="radio"/> No</span>	<span style="border: 1px solid black; display: block; height: 1.2em;"><input checked="" type="radio"/> Yes <input type="radio"/> No</span>
Name of Principal	Residential Address	SSN	DOB
<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"><input type="radio"/> Yes <input type="radio"/> No</span>	<span style="border: 1px solid black; display: block; height: 1.2em;"><input type="radio"/> Yes <input type="radio"/> No</span>
Name of Principal	Residential Address	SSN	DOB
<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"><input type="radio"/> Yes <input type="radio"/> No</span>	<span style="border: 1px solid black; display: block; height: 1.2em;"><input type="radio"/> Yes <input type="radio"/> No</span>
Name of Principal	Residential Address	SSN	DOB
<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"></span>	<span style="border: 1px solid black; display: block; height: 1.2em;"><input type="radio"/> Yes <input type="radio"/> No</span>	<span style="border: 1px solid black; display: block; height: 1.2em;"><input type="radio"/> Yes <input type="radio"/> No</span>



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

mass.gov/dor

Letter ID: L0125466816  
Notice Date: August 11, 2021  
Case ID: 0-001-259-227



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



C F DELANO INC  
47 MIDDLE ST  
FAIRHAVEN MA 02719-3049

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

The Commissioner of Revenue certifies that, as of the date of this certificate, C F DELANO 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](http://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



365001695

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

C. F. DELANO INC.  
47 MIDDLE STREET  
FAIRHAVEN, MA 02719

EAN: 46031340  
August 10, 2021

Certificate Id:50339

The Department of Unemployment Assistance certifies that as of 8/10/2021 ,C. F. DELANO 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

## Payment Confirmation

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



**Transaction Processed Successfully.**

**INVOICE #: ea62cfbe-fd45-42a7-9bed-9b77a2b4ba52**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00021-GP0384	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 9/24/2021 10:38:40 AM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

**License Number or Business Name:**

00021-GP0384

**Fee Type:**

FILING FEES-RETAIL

#### Billing Information

**First Name:**

John

**Last Name:**

Markey

**Address:**

50 Homers Wharf

**City:**

New Bedford

**State:**

MA

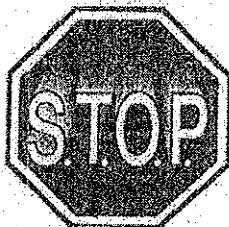
**Zip Code:**

02740

**Email Address:**

jmarkey@msmw-law.com

**fjfaubert@hotmail.com**  
89 Redwood Drive  
Cranston, RI 02920-5914



**Frank J. Faubert**

Tel: 401.943.5454  
Fax: 401.946.4121  
**www.stoptraining.com**

October 07, 2021

**TO WHOM IT MAY CONCERN:**

This letter is confirmation that the individual listed below has successfully completed a S.T.O.P. training course. Certification is valid for three years from the class date.

Should you have any questions or require further information, please do not hesitate to call.

You may need to show this letter to your city/town hall for proof of certification.

*Frank J. Faubert*  
Frank J. Faubert, President

**Name:** Pedro M. Nunes

**Class Date:** 10/6/2021

**Expiration Date:** 10/6/2024

**Workshop Location:** Fleet Fisheries

**Place of Employment:** Fleet Fisheries

**Certification Number:** 01

This card certifies satisfactory completion of training in the S.T.O.P. Alcohol Awareness Server Program.



Issued: **10/06/2021**

Code: **21 - 261**

Name:

**Pedro M. Nunes**

**73 Sconticut Road**

**Fairhaven, MA 02719**

Expiration Date: **10/06/2024**

Instructor: **Frank J. Faubert 401-943-5454**

Pedro M. Nunes  
73 Sconticut Road  
Fairhaven, MA 02719



Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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## Fwd: The BAR - 47 Middle St

1 message

---

**Loreen Pina** <lpina@fairhaven-ma.gov>  
To: Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Tue, Oct 19, 2021 at 1:16 PM

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

From: **Todd Correia** <tcorreia@fairhaven-ma.gov>

Date: Tue, Oct 19, 2021 at 1:09 PM

Subject: The BAR - 47 Middle St

To: <dfranco@fleetfisheries.com>

Cc: Chris Carmichael <ccarmichael@fairhaven-ma.gov>, Loreen Pina <lpina@fairhaven-ma.gov>,  
<[REDACTED]>

Ms. Franco,

As per our conversation, we are in agreement that the Town will allow your license transfer to occur Monday evening. However to the ability to occupy and open the bar will require a fire alarm (to be done by the landlord), and final walkthroughs and signoffs by other departments as REQUIRED BY THE BUILDING DEPARTMENT.

If you have any questions regarding occupancy, I would contact Chris Carmichael: [ccarmichael@fairhaven-ma.gov](mailto:ccarmichael@fairhaven-ma.gov)

If you have any questions regarding the Licensing, please contact Lori Pina: [lpina@fairhaven-ma.gov](mailto:lpina@fairhaven-ma.gov)

I will be working with building and the Mr. Meneses on the fire alarm upgrade.

Regards,

Todd Correia  
Chief of Department  
Fairhaven Fire Department / Emergency Medical Services  
Fairhaven Emergency Management  
[www.fairhavenfire.org](http://www.fairhavenfire.org)

This e-mail and any files transmitted with it are confidential and may contain health information protected by law. Any unauthorized use or disclosure is strictly prohibited. If you are not the intended recipient, please notify the sender by return email, delete this email, and destroy any copies. Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of the Fairhaven Fire Department. The recipient should check this e-mail and any attachments for the presence of viruses. Fairhaven Fire/EMS accepts no liability for any damage caused by any virus transmitted by this e-mail.

Fairhaven Fire Department  
146 Washington St. Fairhaven, MA 02719  
Phone: 508-994-1428 Fax: 508-994-1515 Cell: 508-989-4717



Ms. Pina,

The Ebb Tide is located in a structure with two addresses 47 Middle Street and 72 Main Street. The structure is currently undergoing renovations to add a pharmacy at the 72 Main Street address. Several requirements to safeguard the residential units on the second level are being performed. These same requirements ( a two hour rated ceiling ) are being installed in the Ebb Tide as well. A final inspection will be required by this department in conjunction with the Fire Department to ensure this property meets current code requirements. I can not sign off until this work/inspection is complete.

**Chris Carmichael**  
**Building Commissioner/Zoning Enforcement Officer**  
**Town of Fairhaven**

*This e-mail message is generated from the Building Department and may contain information that is confidential and may be privileged. The information is intended to be disclosed solely to the addressee(s). If you are not the intended recipient, any disclosure, copying, distribution or use of the contents of this e-mail information is prohibited. If you have received this email in error, please notify the sender by return email and delete it from your computer system.*

On Tue, Oct 12, 2021 at 2:30 PM Loreen Pina <lpina@fairhaven-ma.gov> wrote:

[Quoted text hidden]

*From: Bldg. Comm.*

**Chris Carmichael**  
**Building Commissioner/Zoning Enforcement Officer**  
**Town of Fairhaven**

*This e-mail message is generated from the Building Department and may contain information that is confidential and may be privileged. The information is intended to be disclosed solely to the addressee(s). If you are not the intended recipient, any disclosure, copying, distribution or use of the contents of this e-mail information is prohibited. If you have received this email in error, please notify the sender by return email and delete it from your computer system.*

**Send data from MFP13776008 10/12/2021 02:23**

3 messages

**Selectmen's Copier** <copier@fairhaven-ma.gov>

Tue, Oct 12, 2021 at 5:23 AM


To: Loreen Pina &lt;lpina@fairhaven-ma.gov&gt;

Scanned from MFP13776008

Date:10/12/2021 02:23

Pages:4

Resolution:200x200 DPI


 **DOC101221-10122021022315.pdf**  
946K**Loreen Pina** <lpina@fairhaven-ma.gov>

Tue, Oct 12, 2021 at 2:29 PM

To: Chris Carmichael &lt;ccarmichael@fairhaven-ma.gov&gt;, David Flaherty &lt;dflaherty@fairhaven-ma.gov&gt;, Jocelyn Bowers &lt;jbowers@fairhaven-ma.gov&gt;

Attached please find a directive regarding the transfer of the liquor License of the Ebb Tide Lounge (To new owners). The Select Board is holding a hearing on October 25, 2021 at 7:10 PM. Please advise if you have any questions or concerns regarding this matter. Thank you.

Sincerely,  
Lori Pina,  
Select Board's Office  
[Quoted text hidden]

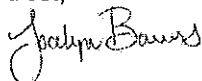
 **DOC101221-10122021022315.pdf**  
946K**Jocelyn Bowers** <jbowers@fairhaven-ma.gov>

Tue, Oct 12, 2021 at 2:33 PM

To: Loreen Pina &lt;lpina@fairhaven-ma.gov&gt;

Hi Lori,  
They would also need to apply with us if they would like to have food served.  
[Quoted text hidden]

Best,



Jocelyn Bowers  
Town of Fairhaven  
Board of Health- Administrative Assistant  
40 Center St  
Fairhaven, MA 02719  
508-979-4023 ext. 130

From:  
Pd. of Health



# Town of Fairhaven

40 Center Street  
Fairhaven, MA 02719

√ - Birth certificate

N/A - Marriage license

√ - Passport/Drivers license

√ - CORI form

√ - TIPS certification

N/A - Serve Safe

**All Documents on file with the Licensing Clerk**



D5

Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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**Re: Town of Fairhaven - Annual Form to ABCC - Seasonal Licenses for 2022**

2 messages

---

**John Markey** <jmarkey@msmw-law.com>

Thu, Oct 7, 2021 at 11:22 AM

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

Cc: "Sacramone, Ralph (TRE)" <ralph.sacramone@state.ma.us>, Tim Walsh <twalsh@msmw-law.com>, Maria Carvalho <mcarvalho@msmw-law.com>, "Thomas P. Crotty" <tomcrotty@tcrottylaw.com>, Vicki Oliveira <vloliveira@fairhaven-ma.gov>, Loreen Pina <lpina@fairhaven-ma.gov>

Wendy -

Thanks very much for the call. Per our discussion, please put this issue on the Select Board agenda for the next meeting.

Thanks very much.

**John A. Markey, Jr.**

Markey & Walsh, LLC

Office: (508) 993-9711

Cell: (508) 525-0071

[jmarkey@markeywalshlaw.com](mailto:jmarkey@markeywalshlaw.com)

[Quoted text hidden]

---

**John Markey** <jmarkey@msmw-law.com>

Thu, Oct 7, 2021 at 10:16 AM

To: Loreen Pina <lpina@fairhaven-ma.gov>

Cc: "Sacramone, Ralph (TRE)" <ralph.sacramone@state.ma.us>, Tim Walsh <twalsh@msmw-law.com>, Maria Carvalho <mcarvalho@msmw-law.com>, "Thomas P. Crotty" <tomcrotty@tcrottylaw.com>, Vicki Oliveira <vloliveira@fairhaven-ma.gov>

Lori -

Per our discussion, this is the form that needs to be completed and returned to the ABCC to empower the Select Board (if they so choose in 2022) to issue seasonal liquor licenses. BY obtaining the power to grant the licenses, the Select Board are under no obligation to issue a seasonal license. BUT, if they fail to file the form the Select Board will not have the option of issuing a seasonal license.

Please call me to let me know if you need anything further from me to move this process forward.

Thanks -

**John A. Markey, Jr.**

Markey & Walsh, LLC

Office: (508) 993-9711

Cell: (508) 525-0071

[jmarkey@markeywalshlaw.com](mailto:jmarkey@markeywalshlaw.com)

On Wed, Oct 6, 2021 at 1:51 PM John Markey <jmarkey@msmw-law.com> wrote:

Lori -

Thanks for this information.

Ralph Scaramone (copied on this email) is great. He explained that it would not be a heavy lift for the Town to make the declaration.

With that said, I am happy to help set up a short call with you and Ralph to clarify / address the issue - if that would be helpful.



Thanks-

**John A. Markey, Jr.**

Markey & Walsh, LLC

Office: (508) 993-9711

Cell: (508) 525-0071

[jmarkey@markeywalshlaw.com](mailto:jmarkey@markeywalshlaw.com)

On Wed, Oct 6, 2021 at 1:46 PM Loreen Pina <[lpina@fairhaven-ma.gov](mailto:lpina@fairhaven-ma.gov)> wrote:

Attached is the 2022 Seasonal Population Increase Estimation Form the ABCC sent our office with the Town's annual renewals. It looks to be based on an estimated temporary increased resident population, as of JULY 10, 2022, therefore, I'm guessing it can't be acted upon until then. The Town of Fairhaven has not issued any Seasonal Licenses in a number of years, so we will have to look into this with the ABCC. Thank you.

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

From: **Selectmen's Copier** <[copier@fairhaven-ma.gov](mailto:copier@fairhaven-ma.gov)>

Date: Wed, Oct 6, 2021 at 1:14 PM

Subject: Send data from MFP13776008 10/06/2021 01:20

To: Loreen Pina <[lpina@fairhaven-ma.gov](mailto:lpina@fairhaven-ma.gov)>

Scanned from MFP13776008

Date:10/06/2021 01:20

Pages:1

Resolution:200x200 DPI

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**2 attachments**

 **Fairhaven - Seasonal License Form with Notes.pdf**  
638K

 **Fairhaven - Seasonal License Form.pdf**  
256K

COMMONWEALTH OF MASSACHUSETTS  
ALCOHOLIC BEVERAGES CONTROL  
COMMISSION

95 Fourth Street, Suite 3, Chelsea, MA 02150

**2022 Seasonal Population Increase Estimation Form**

City / Town:

Fairhaven

Date:

[Redacted]

Alcoholic Beverages Control Commission  
c/o Licensing Department  
95 Fourth Street, Suite 3  
Chelsea, MA 02150

To Whom It May Concern:

Acting under authority contained in M.G.L. Ch. 138, s17, as amended, our Board at a meeting held on

[Redacted]

Date of Meeting

, estimated that the temporary increased resident population

of

Fairhaven

City / Town Name

, as of July 10, 2022 will be

[Redacted]

Estimated Population

2

This estimate was made and voted upon by us at a meeting called for the purpose, after due notice to each of the members of the time, place and purpose of said meeting, and after investigation and ascertainment by us of all the facts and after cooperative discussion and deliberation. The estimate is true to the best of our knowledge and belief.

The above statements are made under the pains and penalties of perjury.

\* INCLUDES SUMMER COTTAGE  
RESIDORS, AIR BNBs, HOTELS  
AND SNOW BIRDS WHO ARE  
LOCALLY FL RESIDORS

Very truly yours,  
Local Licensing Authorities

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

Seal of Boston

This certificate must be signed by a majority of the members of the local licensing authority.



# Town of Fairhaven Massachusetts

## Town Clerk's Office

Linda Fredette  
Acting Town Clerk

Town Hall · 40 Center Street · Fairhaven, MA 02719  
Telephone: 508-979-4023 x 3 · Fax: 508-979-4079 · Email: clerk@fairhaven-ma.gov

RECEIVED  
2021 OCT 20 A 9:19  
BOARD OF SELECTMAN  
FAIRHAVEN MASS

To whom it may concern:

In regards to the request for an estimate of temporary increased residential population during the 2022 summer season, I was unable to find any data that would give me such an estimate of the increased seasonal population.

Linda Fredette,

Acting Town Clerk



4 October 2021

Tim Cox, Harbormaster  
Fairhaven Town Hall  
40 Center Street  
Fairhaven, MA 02719

Dear Tim,

As a follow up to the conversation we had at Hoppy's Landing last week, Blue Stream Shellfish LLC (BSS) submits the following proposal to the Town of Fairhaven. This proposal results from the exceedingly long lag time associated with requesting the installation of an electrical supply line from Eversource to Blue Stream Shellfish's property at 53 Goulart Memorial Drive. By agreeing to the following proposal, BSS will be able to improve upon their business operations and move towards utilizing the property in a more efficient and constructive manner.

It is anticipated that it may take up to 6 months for Eversource to finalize the installation of power to 53 Goulart Memorial Drive. In the meantime, BSS could move more quickly with utilizing that space if we could acquire a temporary electrical service. Therefore, BSS proposes to install a temporary service to our property through tapping off the meter currently installed at the Hoppy's Landing building. We do not anticipate requiring an upgrade in the service for under the current proposal BSS plans to move only their office building, small workshop and walk-in cooler to 53 Goulart Memorial Drive. BSS can provide examples of our monthly electrical utilization based on previous billing from Eversource.

We would have the installation completed by a licensed electrician and BSS would assume all costs for both the installation and removal when power is provided by Eversource. The feed would be trenched into the ground directly to the street and along the property line adjacent to Goulart Memorial Drive to minimize the impact on users of Hoppy's Landing (see diagram below). It is estimated that the linear distance is approximately 320 feet.

During our use of the temporary electrical feed, BSS would cover all electrical costs for the meter, including any electrical use by on-going activities at Hoppy's Landing.

BSS will be available at any time to meet with you, the Marine Resources Committee and/or the Fairhaven Board of Selectmen to discuss this proposal in more depth.



PHYSICAL ADDRESS

56 Goulart Memorial Drive | Fairhaven, MA 02719

OFFICE

508-993-9993

GENERAL INFORMATION

info@westislandoysters.com



Thank you for considering this proposal and we look forward to working with the Town of Fairhaven to help BSS continue to provide a quality oyster from Nasketucket Bay and Fairhaven while supporting the continuation of a long history of maritime industry within the town.



Sincerely,

*Jim Malandrino*  
James Malandrinos

*Keith Wilda*  
Keith Wilda

*Dale Leavitt*  
Dale Leavitt



**Fairhaven Marine Resources Committee**  
**Meeting Minutes: October 14, 2021**

**Present In Person & Via Zoom:** Harbormaster Tim Cox, Chairman Mike McNamara, Robert Hobson, Andrew Jones, Selectman Keith Silvia, Eric Dawicki, Michelle Potter, & Dave Hebert

Chairman McNamara called the meeting to order at 6:30 pm.

**Approval of Minutes:**

A motion was made to approve the meeting minutes from September 2, 2021 by Mr. Hobson. Seconded by Ms. Potter. Motion passed unanimously.

**Blue Stream Electricity Proposal:**

James from Blue Stream Shellfish came before the board to present the proposal of running electricity from Hoppy's to their site, (Attachment A). Timing of service from Eversource to Blue Stream to get electricity is indefinite, so they are seeking a temporary solution in tapping into the Hoppy's service. They will reimburse the town for the entire Hoppy's electric bill during this period. The discussion ensued. It was noted that this of approved by the Select Board this will need to go to Town Council and a few other Departments for permitting. A motion was made by Eric Dawicki to forward the proposal to the Select Board for approval based on lease agreement that has met Town Council approval for 6 months. Seconded by Ms. Potter. The motion passed unanimously.

**NMI Community Center Proposal:**

Dave Bill from NMI is came before the board to propose a Community Aquaculture Center at Hoppy's Landing, (Attachment B). Eric Dawicki excused himself from the room for this proposal. Harbormaster Cox noted that nothing has to be decided today. Mr. Bill read his proposal to the board. The board then asked questions of Mr. Bill regarding the electricity, capacity, time line, etc. Harbormaster Cox noted that he and Mr. Bill have been painting and improving the building by using the Community Service that the NMI students need submit. Mr. Bill noted that he is looking to start next season. He also noted this can be used for the entire community; school field trips, etc. Harbormaster Cox would still be responsible for securing the building. Discussion ensued. Mr. Bill reiterated that any request to use the building would have to go before the board for approval. A motion was made by Mr. Hobson to table the discussion until further information is gathered and getting feedback from the public. Mr. Jones seconded the motion. Motion passed unanimously.

**Shellfish Updates:**

Harbormaster Cox stated they planted 600 bushel in North Cove. They are a good size, cherry stone quahog. The cove will be open in the Spring. Water sampling was done today. The beach area next to the causeway will open on November 1<sup>st</sup>. This is normally open on October 1<sup>st</sup>, but due to the new DMF rule regarding mooring fields in shellfish areas, it has to

E2

David W. Hebert  
173 Dogwood Street  
Fairhaven, MA 02719  
508 922 1387

RECEIVED  
2021 OCT 15 A 10:41  
BOARD OF SELECTMAN  
FAIRHAVEN MASS

Board of Selectman  
40 Center Street  
Fairhaven, MA

Re: Notice of Intent to Sell Land Valued, Assessed, and Taxed under M.G.L. c.61A

Dear Members of the Board

Notice is hereby given in accordance with the provisions of M.G.L. c.61A that I, David W. Hebert, have entered into an agreement to sell and convert the remaining lots of the property at 732 Sconticut Neck Road, Fairhaven, MA 02719 (map 42 lot 6) to residential house lots to buyer Scott Snow. Kindly refer to the attached executed Purchase and Sales Agreements, as well as the subdivision map dated 7/29/19. The buyer's portion is referred to as lots 1, 2, & 4. Lot 1 includes a parcel of land of 30,580 square feet. Lot 2 includes a residence described as a garage with a 2 bedroom apartment above as well as a 321,399 square foot lot. Lot 4 includes a 45,286 square foot parcel of land.

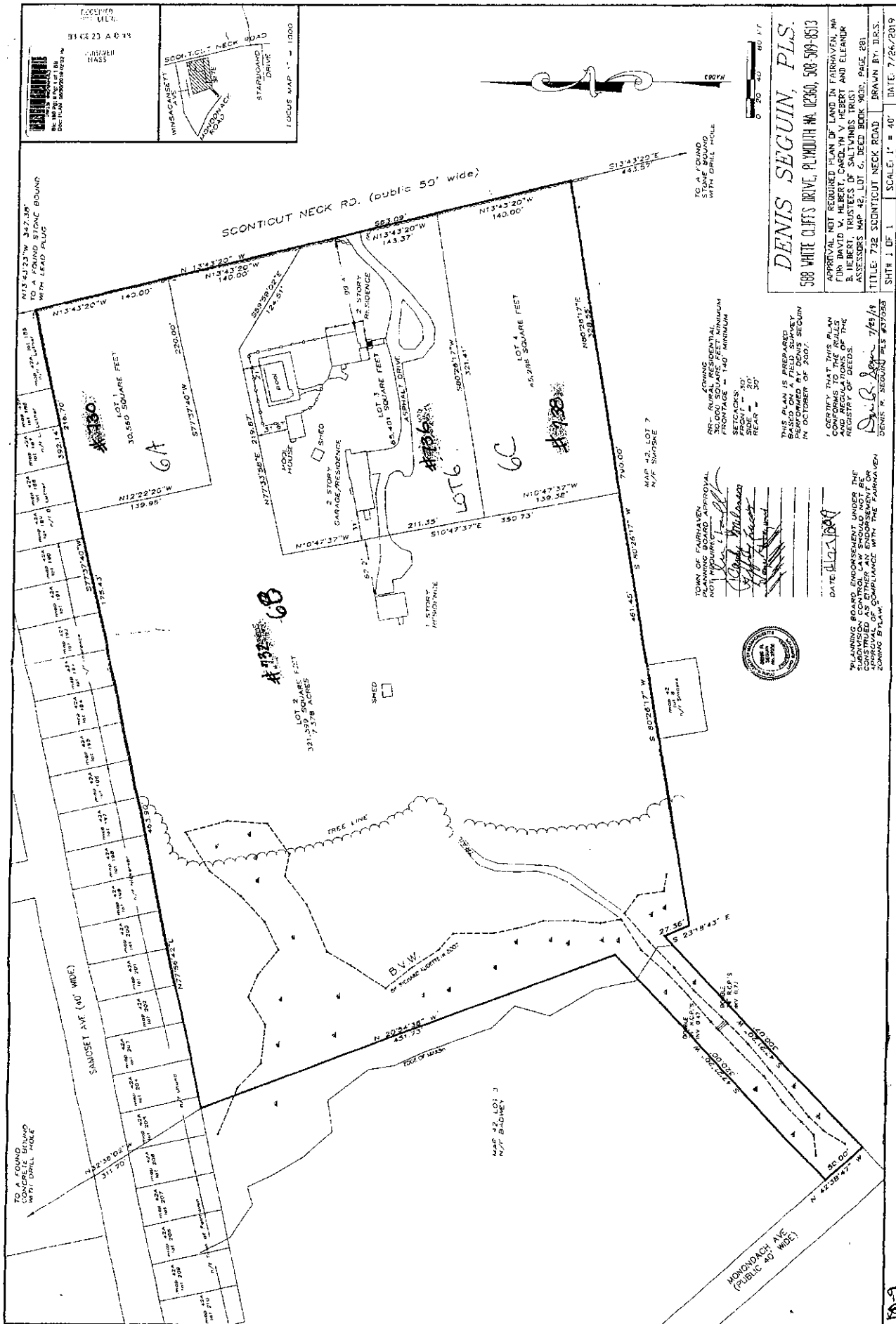
I respectfully request to be added to your agenda for the next scheduled meeting to answer any further questions. If the Board does not intend to exercise its right to purchase the property, I would appreciate if the Board would notify myself or my attorney's office, Pateakos & Poulin, P.C. (324 Union Street New Bedford, MA), in writing so the parties may proceed with the closing.

Sincerely,

A handwritten signature in dark ink, appearing to read 'D. Hebert', with a long horizontal line extending to the right.

David W. Hebert





# PURCHASE AND SALE AGREEMENT

## 1. PARTIES

AGREEMENT, made this 8<sup>TH</sup> day of October, 2021, between David W. Hebert, Trustee of the Sconticut Neck Farms Realty Trust of 173 Dogwood Street, Fairhaven, MA 02719, hereinafter called the SELLER, who agrees to sell and Scott Snow OR Scott Snow Construction LLC of PO Box 154, Mattapoisett, MA 02739, hereinafter called the BUYERS, who agree to buy, upon the terms and considerations hereinafter set forth, the following bounded and described premises:

## 2. DESCRIPTION OF PREMISES

The land with any and all buildings thereon shown in Plan Book 180, Page 9 as, **LOT 2 on Sconticut Neck Road, Fairhaven, MA 02719** as the premises further described in a deed recorded in the Bristol County S.D. Registry of Deeds Book 13381, Page 263.

All structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, towel racks, built-in dishwashers, garbage disposals and trash compactors, stoves, ranges, chandeliers, electric and other lighting fixtures, burglar and fire alarms systems, mantelpieces, wall to wall carpets, stair carpets, exterior television antennas and satellite dishes, fences, gates, landscaping including trees, shrubs, flowers: and the following built-in components, if any: air conditions, vacuum systems, cabinets, shelves, bookcases and stereo speakers and further appliance to include:

The appliances – stove and washer and dryer

But excluding: The appliances that are in storage in the garage.

## 3. PURCHASE PRICE

The agreed purchase price for said premises is **THREE HUNDRED SEVENTY THOUSAND (\$370,000.00) Dollars, AND Rollback taxes for 61A Lien**, of which:

\$ 10,000.00 were paid as a deposit with the offer to purchase; and  
\$ 360,000.00 is to be paid at the time for performance by certified funds, bank check or Attorney's Iolta Check  
\$ 360,000.00  
\$ 370,000.00 **TOTAL Plus Rollback Taxes for 61A lien TBD**

## 4. ESCROW

~~All deposits made hereunder shall be held in a non-interest-bearing escrow by as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time of performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and BUYER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid.~~

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5. **TIME FOR PERFORMANCE**

The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price on or before 3:00pm on or before the **7th day of December 2021, Pateakos & Poulin, P.C. 324 Union Street, New Bedford, MA.** TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land).

6. **TITLE/ PLANS**

The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or to the BUYER'S nominee, conveying good and clear record and marketable title to the premises, free from liens and encumbrances, except:

- a. Real estate taxes assessed on the Premises which are not yet due and payable;
- b. Betterment assessments, if any, which are not a recorded lien on the date of closing;
- c. Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- d. Rights and obligations in party walls;
- e. Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- f. Utility easements in the adjoining ways;
- g. Matters that would be disclosed by an accurate survey of the Premises; and
- h. \_\_\_\_\_

(insert in (h) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred)

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **TITLE INSURANCE**

BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this agreement.

8. **CLOSING CERTIFICATIONS AND DOCUMENTS**

The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (1) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit

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unions, insurance companies and other institutional lender may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

#### 9. POSSESSION AND CONDITION OF PREMISES

At the time for performance the SELLER shall give the BUYER possession of the entire Premises, ~~free of all occupants and tenants and of all personal property~~, except property included in the sale or tenants permitted to remain. At the time for performance the Premises also shall comply with the requirements of paragraph 6, ~~and be broom clean and in the same condition as the Premises were at the time of BUYER'S inspection, reasonable wear and tear excepted~~, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notice of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within Forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises, garage door openers and any security codes. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

#### 10. EXTENSION OF TIME FOR PERFORMANCE

If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

#### 11. NONCONFORMANCE OF PREMISES

If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that this covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or

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assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any incomplete repairs or restoration. If the SELLER, despite reasonable efforts, has neither been able to restore the Premises to its former condition or to pay or assign to the BUYER the appropriate portion of insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.

#### 12. ACCEPTANCE OF DEED

The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, the warranties, if any, made by the SELLER shall survive delivery of the deed.

#### 13. ADJUSTMENT

At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel-value, water rates, sewer use charges, collected rents, uncollected rents (if and when collected by either party), security deposits, prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time of performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established.

#### 14. ACKNOWLEDGEMENT OF FEE DUE TO BROKER

Per Listing Agreement professional services shall be paid by the SELLER to the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or SELLER. The BUYER further represents and warrants that there is no other BROKER with whom the BUYER has dealt in connection with the purchase of the Premises.

#### 15. BROKER WARRANTY

The Broker(s) named herein, \_\_\_\_\_  
warrant that the Broker(s) are duly licensed as such by the Commonwealth of Massachusetts.

#### 16. BUYER'S DEFAULT

If the BUYER or BUYER'S Nominee breaches this Agreement, %50 of the deposit paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment

shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

**17. BUYER'S FINANCING**

BUYER to apply for a loan in the amount of \$320,000.00. Buyer's obligation to purchase is contingent upon Buyer's ability to qualify for said loan.

**18. INSPECTIONS**

~~Buyer has had an opportunity to conduct all inspections and accepts the condition of the property as is, subject to any work expressly agreed in writing to be performed at the expense of Seller. Notwithstanding the foregoing, the Buyer has 10 days from the date of this Agreement to complete inspection of the premises by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are such released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.~~

**19. LEAD PAINT LAWS**

For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Law and regulations, including the right to inspect for dangerous levels of lead. Occupancy of the premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c. 111 § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Pursuant to 40 CMR 745.113(a), the Property Transfer Notification Certification is ATTACHED to this agreement.

**20. CERTIFICATION OF APPROVED INSTALLATION**

The BUYER shall equip the residential structure on the Premises with approved smoke detectors and Carbon Monoxide Detectors and furnish BUYER with Certificate of Approved Installation from the local Fire Department at the time for performance to the extent required by law as well as any wood stove permit, if any, required by law, regulation or ordinance.

**21. WARRANTIES AND REPRESENTATIONS**

The SELLER represents and warrants that the Premises is /is not [choose one] served by a septic system or cesspool. [If yes, a copy of the Title V Addendum is attached]. The SELLER further represents that there is/is not has no knowledge of [choose one] underground storage tanks. The SELLER further

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represents and warrants that SELLER has full authority to enter into this Agreement. The buyer is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number or units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following:

NONE

## 22. NOTICES

All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, or sent via facsimile or electronic mail addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon deliver or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail or facsimile or electronic mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. *(If there are multiple buyers, identify the mailing address of each buyer in paragraph 23.)*

In the case of Buyer:  
Scott Snow-Snow Construction  
P.O. Box 154  
Mattapoisett, MA 02739

In the case of Seller:  
David W. Hebert  
P.O. Box 428 or 18 Winsegansett Ave  
Fairhaven, MA 02719

Attorney for Buyer:  
Jenessa E. Gerard-Pateakos  
324 Union Street  
New Bedford, MA 02740

Attorney for Seller:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 23. COUNTERPARTS/ FACSIMILES/ CONSTRUCTION OF AGREEMENT

The Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, successors and assigns; and may be canceled, modified or amended only by written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, expressed or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts

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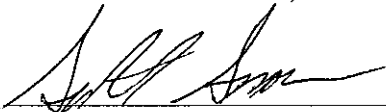
Conveyancers Association at the time for performance shall be governed by the Title Standard or Practice Standard of the Real Estate Bar Association for Massachusetts formerly known as the Massachusetts Conveyancers Association.

24. **ADDITIONAL PROVISIONS:**

- a. BUYER shall be authorized to enter onto said property for marketing and to make any changes including but not limited to removal of trees, engineering work, excavation, etc. All to be performed at his own expense and liability.
- b. Seller shall cooperate and participate as necessary in any engineering meetings and obtaining necessary documentation and/or authorizing the work to be performed.
- c. BUYER shall have the right to market the property from the execution date of this Purchase & Sale Agreement.
- d. Buyer shall pay at closing any rollback taxes due under the 61A LIEN.
- e. This agreement is subject to the Town's right of first refusal to purchase the subject property. If the town exercises its right to purchase then all deposits shall be fully refunded to the Buyer.
- f. Closing date shall be automatically extended at thirty (30) day intervals until the Town has voted to exercise or forgo its right of first refusal on the subject property.
- g. BUYER is responsible for any required upgrades to meet Title V requirements.

THE BELOW PARTIES CERTIFY THAT THEY HAVE REQUESTED PATEAKOS & POULIN, PC TO PREPARE SAID AGREEMENT. ALL PARTIES UNDERSTAND THAT PATEAKOS & POULIN, PC CANNOT REPRESENT BOTH PARTIES TO THE SAME TRANSACTION AND THEREFORE WAIVE ANY CONFLICT OF INTEREST.

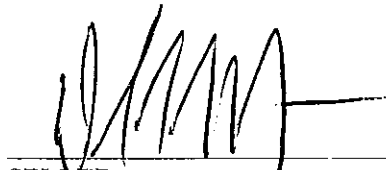
UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEE ADVICE FROM AN ATTORNEY.



BUYER  
Scott Snow, Manager  
Snow Construction, LLC

10/8/21  
DATE

BUYER \_\_\_\_\_ DATE \_\_\_\_\_



SELLER:  
David W. Hebert, Trustee  
Sconticut Neck Farms Realty Trust

10-8-21  
DATE

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

# PURCHASE AND SALE AGREEMENT

## 1. PARTIES

AGREEMENT, made this 8<sup>th</sup> day of October, 2021, between David W. Hebert, Trustee of the Sconticut Neck Farms Realty Trust of 173 Dogwood Street, Fairhaven, MA 02719, hereinafter called the SELLER, who agrees to sell and Scott Snow OR Scott Snow Construction LLC of PO Box 154, Mattapoisett, MA 02739, hereinafter called the BUYERS, who agree to buy, upon the terms and considerations hereinafter set forth, the following bounded and described premises:

## 2. DESCRIPTION OF PREMISES

The land with any and all buildings thereon shown as, **LOT 1 in Plan Book 180, Page 9 on Sconticut Neck Road, Fairhaven, MA 02719** being a portion of the premises further described in a deed recorded in the Bristol County S.D. Registry of Deeds Book 13381, Page 263.

All structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, towel racks, built-in dishwashers, garbage disposals and trash compactors, stoves, ranges, chandeliers, electric and other lighting fixtures, burglar and fire alarms systems, mantelpieces, wall to wall carpets, stair carpets, exterior television antennas and satellite dishes, fences, gates, landscaping including trees, shrubs, flowers: and the following built-in components, if any: air conditions, vacuum systems, cabinets, shelves, bookcases and stereo speakers and further appliance to include:

None

But excluding: None

## 3. PURCHASE PRICE

The agreed purchase price for said premises is ONE HUNDRED FIFTY THOUSAND (\$150,000.00) Dollars, AND Rollback taxes for 61A Lien, of which:

\$ 10,000.00 were paid as a deposit with the offer to purchase; and  
\$ TBD Plus the 61A Tax Lien Roll Back taxes; and  
\$ 00.00 is to be paid at the time for performance by certified funds, bank check or Attorney's Iolita Check  
\$ 140,000.00 to be paid by Promissory Note to Seller  
\$ 150,000.00 TOTAL + Rollback taxes for 61A lien TBD

## 4. ESCROW

~~All deposits made hereunder shall be held in a non-interest-bearing escrow by as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time of performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and BUYER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid.~~

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5. **TIME FOR PERFORMANCE**

The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price on or before 3:00pm on or before the **7 day of December 2021, Pateakos & Poulin, P.C. 324 Union Street, New Bedford, MA.** TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land).

6. **TITLE/ PLANS**

The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or to the BUYER'S nominee, conveying good and clear record and marketable title to the premises, free from liens and encumbrances, except:

- a. Real estate taxes assessed on the Premises which are not yet due and payable;
- b. Betterment assessments, if any, which are not a recorded lien on the date of closing;
- c. Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- d. Rights and obligations in party walls;
- e. Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- f. Utility easements in the adjoining ways;
- g. Matters that would be disclosed by an accurate survey of the Premises; and
- h. \_\_\_\_\_

(insert in (h) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred)

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **TITLE INSURANCE**

BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this agreement.

8. **CLOSING CERTIFICATIONS AND DOCUMENTS**

The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (1) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit

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unions, insurance companies and other institutional lender may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

**9. POSSESSION AND CONDITION OF PREMISES**

At the time for performance the SELLER shall give the BUYER possession of the entire Premises, free of all occupants and tenants and of all personal property, except property included in the sale or tenants permitted to remain. At the time for performance the Premises also shall comply with the requirements of paragraph 6, and be broom clean and in the same condition as the Premises were at the time of BUYER'S inspection, reasonable wear and tear excepted, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notice of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within Forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises, garage door openers and any security codes. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

**10. EXTENSION OF TIME FOR PERFORMANCE**

If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

**11. NONCONFORMANCE OF PREMISES**

If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that this covered by insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or

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assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any incomplete repairs or restoration. If the SELLER, despite reasonable efforts, has neither been able to restore the Premises to its former condition or to pay or assign to the BUYER the appropriate portion of insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.

**12. ACCEPTANCE OF DEED**

The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, the warranties, if any, made by the SELLER shall survive delivery of the deed.

**13. ADJUSTMENT**

At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel value, water rates, sewer use charges, collected rents, uncollected rents (if and when collected by either party), security deposits, prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time of performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established.

**14. ACKNOWLEDGEMENT OF FEE DUE TO BROKER**

Per Listing Agreement professional services shall be paid by the SELLER to the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or SELLER. The BUYER further represents and warrants that there is no other BROKER with whom the BUYER has dealt in connection with the purchase of the Premises.

**15. BROKER WARRANTY**

The Broker(s) named herein, \_\_\_\_\_  
warrant that the Broker(s) are duly licensed as such by the Commonwealth of Massachusetts.

**16. BUYER'S DEFAULT**

If the BUYER or BUYER'S Nominee breaches this Agreement, %50 of the deposit paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment

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shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

**17. BUYER'S FINANCING**

BUYER to apply for a loan in the amount of \$150,000.00. Buyer's obligation to purchase is contingent upon Buy's ability to qualify for said loan.

**18. INSPECTIONS**

~~Buyer has had an opportunity to conduct all inspections and accepts the condition of the property as is, subject to any work expressly agreed in writing to be performed at the expense of Seller. Notwithstanding the foregoing, the Buyer has 10 days from the date of this Agreement to complete inspection of the premises by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are such released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.~~

**19. LEAD PAINT LAWS**

For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Law and regulations, including the right to inspect for dangerous levels of lead. Occupancy of the premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead pain removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c. 111 § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Pursuant to 40 CMR 745.113(a), the Property Transfer Notification Certification is ATTACHED to this agreement.

**20. CERTIFICATION OF APPROVED INSTALLATION**

The BUYER shall equip the residential structure on the Premises with approved smoke detectors and Carbon Monoxide Detectors and furnish BUYER with Certificate of Approved Installation from the local Fire Department at the time for performance to the extent required by law as well as any wood stove permit, if any, required by law, regulation or ordinance.

**21. WARRANTIES AND REPRESENTATIONS**

The SELLER represents and warrants that the Premises is /is not [choose one] served by a septic system or cesspool. [If yes, a copy of the Title V Addendum is attached]. The SELLER further represents that there is/ is not / has no knowledge of [choose one] underground storage tank. The SELLER further

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represents and warrants that SELLER has full authority to enter into this Agreement. The buyer is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number or units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following:

NONE

## 22. NOTICES

All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, or sent via facsimile or electronic mail addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon deliver or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail or facsimile or electronic mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. *(If there are multiple buyers, identify the mailing address of each buyer in paragraph 23.)*

In the case of Buyer:

Scott Snow-Snow Construction  
P.O. Box 154  
Mattapoisett, MA 02739

Attorney for Buyer:

Jenessa E. Gerard-Pateakos  
324 Union Street  
New Bedford, MA 02740

In the case of Seller:

David W. Hebert  
P.O. Box 428 or 18 Winsegansett Ave  
Fairhaven, MA 02719

Attorney for Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 23. COUNTERPARTS/ FACSIMILES/ CONSTRUCTION OF AGREEMENT

The Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, successors and assigns; and may be canceled, modified or amended only by written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, expressed or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this

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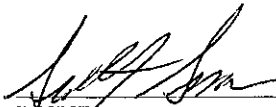
Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Title Standard or Practice Standard of the Real Estate Bar Association for Massachusetts formerly known as the Massachusetts Conveyancers Association.

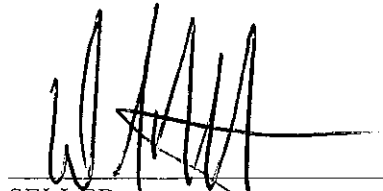
24. **ADDITIONAL PROVISIONS:**

- a. BUYER shall be authorized to enter onto said property for marketing and to make any changes including but not limited to removal of trees, engineering work, excavation, etc. All to be performed at his own expense and liability.
- b. Seller shall cooperate and participate as necessary in any engineering meetings and obtaining necessary documentation and/or authorizing the work to be performed.
- c. BUYER shall have the right to market the property from the execution date of this Purchase & Sale Agreement.
- d. Buyer shall pay at closing any rollback taxes due under the 61A LIEN.
- e. This agreement is subject to the Town's right of first refusal to purchase the subject property. If the town exercises its right to purchase then all deposits shall be fully refunded to the Buyer.
- f. Closing date shall be automatically extended at thirty (30) day intervals until the Town has voted to exercise or forgo its right of first refusal on the subject property.

THE BELOW PARTIES CERTIFY THAT THEY HAVE REQUESTED PATEAKOS & POULIN, PC TO PREPARE SAID AGREEMENT. ALL PARTIES UNDERSTAND THAT PATEAKOS & POULIN, PC CANNOT REPRESENT BOTH PARTIES TO THE SAME TRANSACTION AND THEREFORE WAIVE ANY CONFLICT OF INTEREST.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEE ADVICE FROM AN ATTORNEY.

	<u>10/8/21</u>	_____	_____
BUYER	DATE	BUYER	DATE
Scott Snow, Manager Snow Construction, LLC			

	<u>10-8-21</u>	_____	_____
SELLER:	DATE	SELLER	DATE
David W. Hebert, Trustee Sconticut Neck Farms Realty Trust			

# PURCHASE AND SALE AGREEMENT

## 1. PARTIES

AGREEMENT, made this 8<sup>th</sup> day of October, 2021, between David W. Hebert, Trustee of the Sconticut Neck Farms Realty Trust of 173 Dogwood Street, Fairhaven, MA 02719, hereinafter called the SELLER, who agrees to sell and Scott Snow OR Scott Snow Construction LLC of PO Box 154, Mattapoisett, MA 02739, hereinafter called the BUYERS, who agree to buy, upon the terms and considerations hereinafter set forth, the following bounded and described premises:

## 2. DESCRIPTION OF PREMISES

The land with any and all buildings thereon shown in **Plan Book 180, Page 9 as LOT 4 Sconticut Neck Road, Fairhaven, MA 02719** as the premises further described in a deed recorded in the Bristol County S.D. Registry of Deeds Book 13381, Page 263.

All structures, and improvements on the land and the fixtures, including, but not limited to: any and all storm windows and doors, screens, screen doors, awnings, shutters, window shades and blinds, curtain rods, furnaces, heaters, heating equipment, oil and gas burners and fixtures, hot water heaters, plumbing and bathroom fixtures, towel racks, built-in dishwashers, garbage disposals and trash compactors, stoves, ranges, chandeliers, electric and other lighting fixtures, burglar and fire alarms systems, mantelpieces, wall to wall carpets, stair carpets, exterior television antennas and satellite dishes, fences, gates, landscaping including trees, shrubs, flowers: and the following built-in components, if any: air conditions, vacuum systems, cabinets, shelves, bookcases and stereo speakers and further appliance to include:

But excluding: \_\_\_\_\_

## 3. PURCHASE PRICE

The agreed purchase price for said premises is ONE HUNDRED EIGHTY THOUSAND (\$180,000.00) Dollars, AND Rollback Taxes for 61A Lien, of which:

\$ 10,000.00 were paid as a deposit with the offer to purchase; and  
\$ TBD the 61A Tax Lien Roll Back; and  
\$ 00.00 is to be paid at the time for performance by certified funds, bank check or Attorney's Iolita Check  
\$ 170,000.00 to be paid by Promissory Note to Seller  
\$ 180,000.00 TOTAL + Rollback taxes 61A lien TBD

## 4. ESCROW

~~All deposits made hereunder shall be held in a non-interest-bearing escrow by as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time of performance of this agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this agreement pending instructions mutually given in writing by the SELLER and BUYER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid.~~

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5. **TIME FOR PERFORMANCE**

The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price on or before 3:00 pm on or before the **7th day of December 2021, Pateakos & Poulin, P.C. 324 Union Street, New Bedford, MA.** TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land).

6. **TITLE/ PLANS**

The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the Buyer or to the BUYER'S nominee, conveying good and clear record and marketable title to the premises, free from liens and encumbrances, except:

- a. Real estate taxes assessed on the Premises which are not yet due and payable;
- b. Betterment assessments, if any, which are not a recorded lien on the date of closing;
- c. Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- d. Rights and obligations in party walls;
- e. Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises as now used;
- f. Utility easements in the adjoining ways;
- g. Matters that would be disclosed by an accurate survey of the Premises; and
- h. \_\_\_\_\_

(insert in (h) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred)

If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **TITLE INSURANCE**

BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this agreement.

8. **CLOSING CERTIFICATIONS AND DOCUMENTS**

The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the premises; (b) the creation of mechanics' or materialmen's liens; (c) the HUD-1 Settlement Statement and other financial affidavits and agreements as may reasonably be required by the lender or lender's attorney; (d) the citizenship and residency of SELLER as required by law; and (1) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time

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thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lender may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. **POSSESSION AND CONDITION OF PREMISES**

At the time for performance the SELLER shall give the BUYER possession of the entire Premises, free of all occupants and tenants and of all personal property, except property included in the sale or tenants permitted to remain. At the time for performance the Premises also shall comply with the requirements of paragraph 6, and be broom clean and in the same condition as the Premises were at the time of BUYER's inspection, reasonable wear and tear excepted, with the SELLER to have performed all maintenance customarily undertaken by the SELLER between the date of this Agreement and the time for performance, and there shall be no outstanding notice of violation of any building, zoning, health or environmental law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to enter the Premises within Forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph. At the time of recording of the deed, or as otherwise agreed, the SELLER shall deliver to BUYER all keys to the Premises, garage door openers and any security codes. Until delivery of the deed, the SELLER shall maintain fire and extended coverage insurance on the Premises in the same amount as currently insured.

10. **EXTENSION OF TIME FOR PERFORMANCE**

If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement or the BUYER is unable to obtain title insurance in accordance with paragraph 7, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, or if during the period of this Agreement or any extension thereof, the SELLER has been unable to use proceeds from an insurance claim, if any, to make the Premises conform, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

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If the Premises do not conform to the requirements of paragraph 9 because they have been damaged by fire or other casualty (occurring after the date of this Agreement) that this covered by

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insurance, then the BUYER shall have the right to elect whether or not to proceed to accept the Premises and take title. If BUYER elects to proceed BUYER shall have the right to elect to have the SELLER pay or assign to the BUYER, at the time for performance, the proceeds recoverable on account of such insurance, less any cost reasonably incurred by the SELLER for any incomplete repairs or restoration. If the SELLER, despite reasonable efforts, has neither been able to restore the Premises to its former condition or to pay or assign to the BUYER the appropriate portion of insurance proceeds, the BUYER shall have the right to elect to have the SELLER give the BUYER a credit toward the purchase price, for the appropriate amount of insurance proceeds recoverable less any costs reasonably incurred by the SELLER for any incomplete restoration.

## **12. ACCEPTANCE OF DEED**

The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, the warranties, if any, made by the SELLER shall survive delivery of the deed.

## **13. ADJUSTMENT**

At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes, fuel value, water rates, sewer use charges, collected rents, uncollected rents (if an when collected by either party), security deposits, prepaid premiums on insurance if assigned. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time of performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment from the other within twelve months of the date that the amount of the current year's tax is established.

## **14. ACKNOWLEDGEMENT OF FEE DUE TO BROKER**

Per Listing Agreement professional services shall be paid by the SELLER to the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or SELLER. The BUYER further represents and warrants that there is no other BROKER with whom the BUYER has dealt in connection with the purchase of the Premises.

## **15. BROKER WARRANTY**

The Broker(s) named herein, \_\_\_\_\_  
warrant that the Broker(s) are duly licensed as such by the Commonwealth of Massachusetts.

## **16. BUYER'S DEFAULT**

0A1. SES

If the BUYER or BUYER'S Nominee breaches this Agreement, %50 of the deposit paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

**17. BUYER'S FINANCING**

BUYER to apply for a loan in the amount of \$180,000.00. Buyers obligation to purchase is contingent upon Buy's ability to qualify for said loan.

**18. INSPECTIONS**

~~Buyer has had an opportunity to conduct all inspections and accepts the condition of the property as is, subject to any work expressly agreed in writing to be performed at the expense of Seller. Notwithstanding the foregoing, the Buyer has 10 days from the date of this Agreement to complete inspection of the premises by consultant(s) regularly in the business of conducting said inspections, of BUYER'S own choosing, and at BUYER'S sole cost. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this Agreement. Upon receipt of such notice this Agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that BUYER does not exercise the right to have such inspection(s) or to so terminate, the SELLER and the listing broker are such released from claims relating to the condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.~~

**19. LEAD PAINT LAWS**

For premises built before 1978 BUYER acknowledges receipt of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of the possible presence of lead hazards and the provisions of the Federal and Massachusetts Lead Law and regulations, including the right to inspect for dangerous levels of lead. Occupancy of the premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLER nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead pain removal, if required by law, and related matters (in particular, without limitation, Mass. G.L., c. 111 § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. Pursuant to 40 CMR 745.113(a), the Property Transfer Notification Certification is ATTACHED to this agreement.

**20. CERTIFICATION OF APPROVED INSTALLATION**

The BUYER shall equip the residential structure on the Premises with approved smoke detectors and Carbon Monoxide Detectors and furnish BUYER with Certificate of Approved Installation from the local Fire Department at the time for performance to the extent required by law as well as any wood stove permit, if any, required by law, regulation or ordinance.

**21. WARRANTIES AND REPRESENTATIONS**

The SELLER represents and warrants that the Premises is /is not [choose one] served by a septic

WAL. SES

system or cesspool. [If yes, a copy of the Title V Addendum is attached]. The SELLER further represents that there is/ is not / has no knowledge of [choose one] underground storage tank. The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The buyer is not relying upon any representation, verbal or written, from any real estate broker or licensee concerning legal use. Any reference to the category (single family, multi-family, residential, commercial) or the use of this property in any advertisement or listing sheet, including the number or units, number of rooms or other classification is not a representation concerning legal use or compliance with zoning by-laws, building code, sanitary code or other public or private restrictions by broker. The BUYER understands that if this information is important to BUYER, it is the duty of the BUYER to seek advice from an attorney or written confirmation from the municipality. In addition, the BUYER acknowledges that there are no warranties or representations made by the SELLER or any broker on which BUYER relies in making this Offer, except those previously made in writing and the following:

NONE

## 22. NOTICES

All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, or sent via facsimile or electronic mail addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon deliver or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail or facsimile or electronic mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law. *(If there are multiple buyers, identify the mailing address of each buyer in paragraph 23.)*

In the case of Buyer:  
Scott Snow-Snow Construction  
P.O. Box 154  
Mattapoisett, MA 02739

Attorney for Buyer:  
Jenessa E. Gerard-Pateakos  
324 Union Street  
New Bedford, MA 02740

In the case of Seller:  
David W. Hebert  
P.O. Box 428 or 18 Winsegansett Ave  
Fairhaven, MA 02719

Attorney for Seller:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 23. COUNTERPARTS/ FACSIMILES/ CONSTRUCTION OF AGREEMENT

The Agreement may be executed in counterparts. Signatures transmitted by facsimile shall have the effect of original signatures. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, successors and assigns; and may be canceled, modified or amended only by written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, expressed or implied. The captions and any notes are used

*DAW. SEC*

only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Title Standard or Practice Standard of the Real Estate Bar Association for Massachusetts formerly known as the Massachusetts Conveyancers Association.

24. **ADDITIONAL PROVISIONS:**

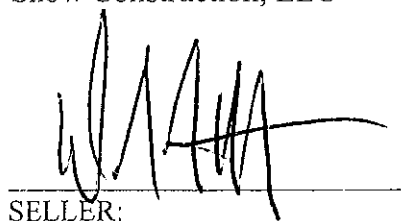
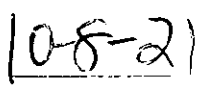
- a. BUYER shall be authorized to enter onto said property for marketing and to make any changes including but not limited to removal of trees, engineering work, excavation, etc. All to be performed at his own expense and liability.
- b. Seller shall cooperate and participate as necessary in any engineering meetings and obtaining necessary documentation and/or authorizing the work to be performed.
- c. BUYER shall have the right to market the property from the execution date of this Purchase & Sale Agreement.
- d. Buyer shall pay at closing any rollback taxes due under the 61A LIEN.
- e. This agreement is subject to the Town's right of first refusal to purchase the subject property. If the town exercises its right to purchase then all deposits shall be fully refunded to the Buyer.
- f. Closing date shall be automatically extended at thirty (30) day intervals until the Town has voted to exercise or forgo its right of first refusal on the subject property.

THE BELOW PARTIES CERTIFY THAT THEY HAVE REQUESTED PATEAKOS & POULIN, PC TO PREPARE SAID AGREEMENT. ALL PARTIES UNDERSTAND THAT PATEAKOS & POULIN, PC CANNOT REPRESENT BOTH PARTIES TO THE SAME TRANSACTION AND THEREFORE WAIVE ANY CONFLICT OF INTEREST.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEE ADVICE FROM AN ATTORNEY.

		_____	_____
BUYER	DATE	BUYER	DATE

Scott Snow, Manager  
Snow Construction, LLC

		_____	_____
SELLER:	DATE	SELLER	DATE

David W. Hebert, Trustee  
Sconticut Neck Farms Realty Trust



RECEIVED

2021 OCT 18 P 3:10

October 14, 2021

BOARD OF SELECTMAN  
FAIRHAVEN MASS

To the Board of Selectmen,

Enclosed is an application by the Friends of Millicent Library for the use of the Town Hall Auditorium on Monday, Nov. 15th for a free public reading that the Friends are hosting of Andrew Coe reading from his book "Pirate Gold" about the Huttleson Rogers family. Since this topic should be of particular interest to the Fairhaven community, we expect about 100-125 people to attend - more than the Library's own community hall can safely accommodate. Is the auditorium available that evening? We would like to start the event at 7:00 pm and expect that it would be over by 9:00. The book by Mr Coe will be available for purchase.

Because this event is being hosted by another Fairhaven public institution, we hope you will consider waving the usual rental fee and charge us only for the cost of the custodian that evening.

Kindly let me know.

Sincerely,



Linda Kushner  
Vice-president  
Friends of Millicent Library.  
P.O. Box 445  
Fairhaven Ma. 02739



# TOWN OF FAIRHAVEN

40 CENTER STREET  
FAIRHAVEN, MA 02719

APPLICANT FOR THE USE OF TOWN HALL AUDITORIUM

RECEIVED  
2021 OCT 18 P 3:10  
BOARD OF SELECTMAN  
FAIRHAVEN MASS

Name of Organization Friends of Millicent Library  
Responsible Officer Linda Kushner Tel. No. 401-5757205  
Address P.O. Box 445 Fairhaven MA 02739  
Purpose of Use public reading by Andrew Lee of his book "Pirate Gold" about the  
Date Requested 11/15/21 Begin Time 7:00 pm End Time 9:00 Huttleston Rogers Family

REQUESTED USE APPROVED TO AVAILABILITY:

Conditions:

Select Board

Police Chief/Representative

Date

Fire Department Inspection  
(if applicable)

Board of Health  
(if applicable)

Building Department Inspection  
(if applicable)

**FEES** (To be completed by the Office of the Select Board)

Rental Fee x \_\_\_\_\_ hrs. at \$ \_\_\_\_\_ hr. = \$ \_\_\_\_\_

Plus refundable security deposit in the amount of the rental fee = \$ \_\_\_\_\_

\_\_\_\_\_ Custodian x \_\_\_\_\_ hrs. at \$ \_\_\_\_\_ hr. = \$ \_\_\_\_\_

\_\_\_\_\_ Police x \_\_\_\_\_ hrs. at \$ \_\_\_\_\_ hr. = \$ \_\_\_\_\_

**TOTAL FEES** = \$ \_\_\_\_\_

Office Use only

I have received \$ \_\_\_\_\_ in fees and security deposit for the use of the Town Hall Auditorium on behalf of  
Town of Fairhaven from \_\_\_\_\_

Organization

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Select Board

(Security Deposit will be returned after inspection of the premises by the Select Board or its deignee, less any charge for clean up or repair.)

Rev: 7/21



15 October 2021

Town of Fairhaven  
Select Board  
40 Center Street  
Fairhaven, MA 02719

RECEIVED  
2021 OCT 15 P 1:41  
BOARD OF SELECTMAN  
FAIRHAVEN MASS

RE: Request for use of auditorium

Dear Sirs:

We are submitting an application for use of the Town Hall Auditorium on Saturday, December 11, 2021 from 10 am – 2 pm in order to deliver our graduation ceremony (scheduled for 11 am – 1 pm), which has been on hold since Spring of 2020.

We are requiring all attendees to either provide proof of vaccination or negative COVID test results within 72 hours of the event and will have attendees socially distance as much as possible.

We have twenty students who are eligible to participate in the event and are limiting them to two guests each. We anticipate the size of the event to be between 60 – 100 people maximum.

We are committed to the safety of our students, faculty, staff and community. We will follow all required COVID guidelines.

We appreciate your consideration of our request.

Sincerely,

A handwritten signature in blue ink that reads 'Angela M. Dawicki'.

Angela M. Dawicki, Ed.D.  
Chief Academic Officer  
Northeast Maritime Institute  
[adawicki@northeastmaritime.com](mailto:adawicki@northeastmaritime.com)





# TOWN OF FAIRHAVEN

40 CENTER STREET  
FAIRHAVEN, MA 02719

## APPLICANT FOR THE USE OF TOWN HALL AUDITORIUM

Name of Organization Northeast Maritime Institute  
Responsible Officer Angela Dawicki Tel. No. 508-992-4025  
Address 32 Washington Street  
Purpose of Use Graduation Ceremony  
Date Requested 12/11/2021 Begin Time 10:00 a.m. End Time 2:00 p.m.

### REQUESTED USE APPROVED TO AVAILABILITY:

Conditions:

I have read the Town Hall Auditorium Rules and Regulations, and agree to comply with the same:

Angela Dawicki Angela Dawicki (applicant)

Board of Selectmen

Police Chief/Representative

Date

Fire Department Inspection  
(if applicable)

Board of Health  
(if applicable)

Building Department Inspection  
(if applicable)

### FEES (To be completed by Selectmen's Office)

Rental Fee x \_\_\_\_\_ hrs. at \$ \_\_\_\_\_ hr. = \$ \_\_\_\_\_

Plus refundable security deposit in the amount of the rental fee = \$ \_\_\_\_\_

\_\_\_\_\_ Custodian x \_\_\_\_\_ hrs. at \$ \_\_\_\_\_ hr = \$ \_\_\_\_\_

\_\_\_\_\_ Police x \_\_\_\_\_ hrs. at \$ \_\_\_\_\_ hr = \$ \_\_\_\_\_

**TOTAL FEES** = \$ \_\_\_\_\_

I have received \$ \_\_\_\_\_ in fees and security deposit for the use of the Town Hall Auditorium on behalf of

Town of Fairhaven from Northeast Maritime Institute

Organization

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

For Board of Selectmen

(Security Deposit will be returned after inspection of the premises by the Board of Selectmen or it's deigned, less any charge for clean up or repair.)

Rev: 01/10/17



## FY23 Budget/Town Meeting Calendar

Milestone	Date
Town Administrator Presents Budget Calendar to Board of Selectmen	Monday, October 25, 2021
Capital Budget Instructions Distributed	Friday, November 5, 2021
Capital Budget Project Requests due	Friday, November 19, 2021
Operating Budget Instructions Distributed	Friday, November 19, 2021
Town Administrator/Finance Director present revenue forecast	Monday, December 6, 2021
Capital Planning Committee submits prioritized Capital Budget Requests to Town Administrator	Wednesday, December 8, 2021
Operating Budget Requests due	Monday, December 20, 2021
Departments meet with Budget Team to review budget requests	Monday, December 27, 2021 - Monday January 10, 2022
School Superintendent submits her recommended School Budget to School Committee (On or About)	Wednesday, January 5, 2022
Town Administrator Recommended Operating Budget issued to Board of Selectmen and Finance Committee	Monday, January 24, 2022
Board of Selectmen Goal Setting Workshop	TBD
Citizen Petition Articles submission deadline	Monday, February 7, 2022
Finance Committee conducts hearings on Operating and Capital Budgets	February and March 2022
Warrant for Annual Town Meeting Closes	Monday, February 28, 2022
Board of Selectmen Vote on Operating and Capital Budgets	Monday, March 14, 2022
Departments/Boards to submit final articles	Monday, March 14, 2022
Finance Committee issues its recommendations on operating and capital budgets	Friday, March 25, 2022
Selectmen Sign Warrant	Monday, March 28, 2022
Town Clerk Posts "Legal" Warrant (on or before)	Tuesday, March 29, 2022
School Committee votes on School Budget	Late March, 2022
Warrant and Finance Committee Report sent to the printer	Friday, April 1, 2022
Annual Town Election	Monday, April 4, 2022
Warrant Book & Finance Committee report distributed to Town meeting members	Friday, April 15, 2022
Motions Completed	Monday, April 25, 2022
Town Meeting Coordination Meeting*	Wednesday, April 27, 2022
Pre-Town (Precinct) Meeting	Wednesday, May 4, 2022
Annual Town Meeting	Saturday, May 7, 2022

\*Attendees: Town Moderator, Chair of Select Board, Chair Planning Board, BPW Chair & Superintendents,

Town Clerk, Chair of Finance Committee, Town Counsel, School Committee Chair & Superintendent, Town Administrator, Finance Director, Town Accountant, HR Director, IT Director, Cable T.V. Director, others to be determined.



*Town of Fairhaven  
Massachusetts  
Office of the Town Administrator  
40 Center Street  
Fairhaven, MA 02719*

E5

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

**Date:** October 21, 2021

**To:** Fairhaven Selectmen

**From:** Wendy Graves – Interim Town Administrator

**Subject:** Meeting Schedule for the 1st half of calendar year 2022

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**Selectmen's meetings for the second half of calendar year 2022**

- Monday, January 10, 2022
- Monday, January 24, 2022
- Monday, February 7, 2022
- Monday, February 28, 2022
- Monday, March 14, 2022
- Monday, March 28, 2022
- Monday, April 11, 2022
- Monday, April 25, 2022
- Monday, May 9, 2022
- Monday, May 23, 2022
- Monday, June 6, 2022
- Monday, June 27, 2022

All meetings start at 6:30 p.m.



## Town of Fairhaven Board of Health

Town Hall • 40 Center Street • Fairhaven, MA 02719  
Telephone: (508) 979-4023 ext. 125 • Fax: (508) 979-4079

Michael Ristuccia, Chair  
Peter DeTerra, Vice-Chair  
Kevin Gallagher, Clerk  
David D. Flaherty Jr, RS, Health Agent

### MEMO

---

**DATE:** October 15, 2021  
**TO:** Fairhaven's Selectboard  
**FROM:** David D. Flaherty Jr., RS  
Fairhaven's Health Agent  
**RE:** Masking Policy for Municipal Buildings

Dear Chairman Espindola,

The Selectboard has maintained a policy of mandating face shields or masks for visitors and staff at all Fairhaven municipal buildings. This policy has been an integral aspect to reducing cases and positivity for COVID-19 virus occurrence in Fairhaven. For that last three weeks the Town of Fairhaven has been under 5% positivity and our total case count has gone down. In light of this data, I would suggest that your Board modify its policy from a "Mask Mandate" to a "Strong Mask Advisory" for all municipal buildings. As more people get vaccinated and take advantage of the booster shots, we should see COVID numbers go down; this may be a good time to relax some policies.

Sincerely,

David D. Flaherty Jr., RS  
Health Agent

Cc: BOH  
file



F1a/b

Vicki Oliveira <vloliveira@fairhaven-ma.gov>

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## Fwd: Minutes from July

1 message

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

Wed, Oct 6, 2021 at 4:39 PM

FYI  
----- Forwarded message -----  
From: **Diane Hahn** [REDACTED]  
Date: Mon, Oct 4, 2021 at 1:50 PM  
Subject: Re: Minutes from July  
To: M. L. [REDACTED], Marcus  
Ferreira [REDACTED], Donna  
<gab[REDACTED]>  
M. L. [REDACTED]

Zachary and I will not be in attendance as we have decided to remove ourselves from the COD. I have been appointed to the new Belonging Committee which is based on the pillars of DEI, Diversity Equity & Inclusion. I feel like in best serve the disabled citizens of our community on the BC. If there are any issues you feel should be brought to the attention of the BC please feel free to contact me so that the two committees can work together to solve problems that need attention.  
Diane and Zachary Hahn

Get [Outlook for Android](#)

---

**From:** Maria Ruedlinger Walker <maria@sensoryways.com>  
**Sent:** Monday, September 27, 2021 8:27:11 PM

**To:** [REDACTED];  
dih[REDACTED]  
<gab[REDACTED]>  
<m[REDACTED]>  
<g[REDACTED]>  
**Subject:** Minutes from July

Hi everyone,

Attached are the minutes from our meeting on July 7.

As mentioned in the minutes, our next meeting is planned for October 6 @ 6.30 pm, Town Hall. I'll see you all then.

Best,

Maria

**Maria Ruedlinger Walker**

Occupational Therapist

Executive in Home Modifications

[maria@sensoryways.com](mailto:maria@sensoryways.com)  
[REDACTED]