



## FAIRHAVEN SELECT BOARD

### Agenda

**Monday, December 06, 2021**

**6:30 p.m.**

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

RECEIVED  
TOWN CLERK  
2021 DEC -2 P 3:52  
FAIRHAVEN

*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/84977073611?pwd=dXB6QVNIVTRYVUFJeGh2S3N4VXNndz09>

or call 1-929-205-6099

**Meeting ID: 849 7707 3611**

**Passcode: 839932**

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

#### **A. MINUTES**

1. Approve the minutes of November 22, 2021 – Open Session

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

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

#### **D. APPOINTMENTS**

1. 7:00 pm Tax Rate Classification Hearing
2. 7:05 pm Public Hearing 732 Sconticut Neck Road- 61A notice of intent to sell

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

1. Request to join Commission on Disability- Sue Makepeace
2. Request to be appointed as a Commissioner of Trust Funds- Louise Ponte
3. 2022 License/Permit renewals (see attached)
4. Update on Town Administrator Search
5. Mask Mandate update

#### **F. CORRESPONDENCE**

1. Update from Health Agent regarding COVID cases
2. Resignation from Belonging Committee- John Hinds

#### **G. PUBLIC COMMENT**

#### **H. 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
2. To discuss complaints or charges brought against, a public officer, employee, staff member or individual- MGL Chapter 30A, § 21(a)(1)

## **I. NOTES AND ANNOUNCEMENTS**

1. The next **regularly** scheduled meeting of the Select Board is Monday, December 20, 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.*

**2022 RENEWALS  
FOR APPROVAL BY THE SELECT BOARD  
December 6, 2021**

**LIQUOR LICENSES, FAIRHAVEN, MA 02719**

1. Gene's Famous Seafood, 146 Huttleston Avenue, Fairhaven, MA
2. The Bitter End Lounge, 407-409 Huttleston Avenue, Fairhaven, MA
3. Frontera Grill, 214 Huttleston Avenue, Fairhaven, MA
4. Sweet Ginger Asian Cuisine & Bar, 179-181 Huttleston Avenue, Fairhaven, MA
5. Mike's Restaurant, 390 Huttleston Avenue, Fairhaven, MA
6. Dorothy Cox's Candies, 21 Berdon Way, Fairhaven, MA
7. Wah May Restaurant, 51 Main Street, Fairhaven, MA
8. Elisabeth's Restaurant, 1 Middle Street, Fairhaven, MA
9. 99 Restaurant & Pub, 32 Sconticut Neck Road, Fairhaven, MA
10. Southcoast Wine & Spirits, 355 Huttleston Avenue, Fairhaven, MA
11. Brick Pizzeria Napoletana, 213 Huttleston Avenue, Fairhaven, MA
12. Minerva Pizza House, 75 Main Street, Fairhaven, MA
13. Paul's Sports Corner, 19 Howland Road, Fairhaven, MA
14. Connolly's Liquor Mart, 36 Howland Road, Fairhaven, MA
15. Old Oxford Pub, 346 Main Street, Fairhaven, MA
16. Fairhaven Wine & Spirits, 105 Sconticut Neck Road, Fairhaven, MA
17. Sivalai Thai Cuisine, 130 Sconticut Neck Road, Fairhaven, MA
18. M & J Fairhaven, Inc.-Riccardi's Restaurant, 1 David Drown Blvd., Fairhaven, MA
19. Bayside Lounge, 125 Sconticut Neck Road, Fairhaven, MA
20. Friendly Farm Convenience, 121 Sconticut Neck Road, Fairhaven, MA
21. Cardoza's Wine & Spirits, 6 Sconticut Neck Road, Fairhaven, MA
22. Douglas Wine & Spirits, 1 Peoples Way, Fairhaven, MA
23. The Pasta House Restaurant, 100 Alden Road, Fairhaven, MA
24. Fort Phoenix Post 2892, Veterans of Foreign Wars of USA, 109 Middle Street, Fairhaven, MA
25. Acushnet River Safe Boating Club, 80 Middle Street, Fairhaven, MA
26. Off The Hook, 56 Goulart Memorial Drive, Fairhaven, MA
27. Ice House, LLC, 136 Huttleston Avenue, Fairhaven, MA
28. Seaport Inn, 110 Middle Street, Fairhaven, MA
29. Vila Verde Restaurant, 362-364 Main Street, Fairhaven, MA
30. Rasputin's Tavern, 122 Main Street, Fairhaven, MA
31. Ocean State Job Lot, 11 Berdon Way, Fairhaven, MA
32. Moriarty Liquors, 101 Middle Street, Fairhaven, MA
33. Town Crier, 5 Maitland Street, Fairhaven, MA
34. Courtyard Restaurant, 270 Huttleston Avenue, Fairhaven, MA
35. \*The Ebb Tide, 47 Middle Street, Fairhaven, MA
36. Scuttlebutts Liquors, 407-409 Main Street, Fairhaven, MA

37. Huttleston License, LLC-Stevie's-A Package Store, 115 Huttleston Avenue, Fairhaven, MA
38. Traveler's Ale House, 111 Huttleston Avenue, Fairhaven, MA

#### **COMMON VICTAULER LICENSES-FAIRHAVEN, MA 02719**

1. Papa Gino Pizza, 171 Huttleston Avenue, Fairhaven, MA
2. Subway, 42 Fairhaven Commons Way, Fairhaven, MA
3. Taco Bell, 33 Alden Road, Fairhaven, MA
4. Subway, 19 Plaza Way, Fairhaven, MA
5. Burger King, 180 Huttleston Avenue, Fairhaven, MA
6. Tropical Smoothies Café, 29 Alden Road, Fairhaven, MA
7. McDonald's Restaurant, 14 Plaza Way, Fairhaven, MA
8. Wendy's Restaurant, 7 Fairhaven Commons Way, Fairhaven, MA
9. Mac's Soda Bar, 116 Sconticut Neck Road, Fairhaven, MA
10. Dunkin Donuts, 18 Plaza Way, Fairhaven, MA
11. Dunkin Donuts, 32 Howland Road, Fairhaven, MA
12. Little Village Café, 23 Center Street, Fairhaven, MA
13. Palace Pizza & More, 142 Huttleston Avenue, Fairhaven, MA
14. Galaxy Pizza, 342 Main Street, Fairhaven, MA
15. Scramblers Breakfast & Bagel, 2 Sconticut Neck Road, Fairhaven, MA
16. 7-Eleven, 188 Huttleston Avenue, Fairhaven, MA
17. Brady's Ice Box, 12 Ferry Street, Fairhaven, MA
18. Margaret's Restaurant, 16 Main Street, Fairhaven, MA
19. Jake's Diner, 104 Alden Road, Fairhaven, MA
20. Mystic Café, 398 Main Street, Fairhaven, MA
21. Flour Girls Baking, 230 Huttleston Avenue, Fairhaven, MA
22. The Nook Café, 58 Washington Street, Fairhaven, MA
23. Festiva Buffet, 31 Berdon Way, Fairhaven, MA
24. Honey Dew Donuts, 87 Huttleston Avenue, Fairhaven, MA
25. Phoenix Restaurant, 140 Huttleston Avenue, Fairhaven, MA
26. Yia Yia's Pizza Café, 381 Sconticut Neck Road, Fairhaven, MA
27. Jersey Mike's Subs, 215 Huttleston Avenue, Fairhaven, MA

#### **CAR DEALER LICENSES, FAIRHAVEN, MA 02719**

1. Fairhaven Gas, Inc., 134 Huttleston Avenue, Fairhaven, MA
2. Fairhaven Gas, Inc.-Valero's, 130 Huttleston Avenue, Fairhaven, MA
3. Hive Motorcars, LLC, 10 Arsene Way, Fairhaven, MA
4. Guard Enterprises, 110 Alden Road, Fairhaven, MA
5. Alden Buick GMC, 6 Whalers Way, Fairhaven, MA
6. Alden Mazda, 250 Bridge Street, Fairhaven, MA
7. Artistic Auto Body & Auto Sales, 98 Middle Street, Fairhaven, MA
8. Sarkis Enterprises, Inc. (A & A Auto), 196 Huttleston Avenue, Fairhaven, MA
9. RRR Auto Sales, 372 Huttleston Avenue, Fairhaven, MA



10. First Hot Line Auto Sales, Inc.-Fairhaven Getty Auto Sales, 371 Huttleston Avenue, Fairhaven, MA

**REPAIR LICENSES, FAIRHAVEN, MA 02719**

1. Fairhaven Gas, Inc., 134 Huttleston Avenue, Fairhaven, MA
2. Ray's Fair Repair, 47 Howland Road, Fairhaven, MA
3. Guard Enterprises, 110 Alden Road, Fairhaven, MA
4. Alden Buick GMC, 6 Whalers Way, Fairhaven, MA
5. Alden Mazda, 250 Bridge Street, Fairhaven, MA
6. Artistic Auto Body & Auto Sales, 98 Middle Street, Fairhaven, MA
7. Sarkis Enterprises, Inc.(A & A Auto), 196 Huttleston Avenue, Fairhaven, Mae
8. A-1 Crane Company, 86-88 Middle Street, Fairhaven, MA
9. Aaron's Auto Glass, 232 Huttleston Avenue, Fairhaven, MA
10. Jiffy Lube #1229, 31 Alden Road, Fairhaven, MA
11. Automotive Diagnostic Service, 162 Sconticut Neck Rd., Fairhaven, MA
12. Dattco Sales & Services, 72 Sycamore Street, Fairhaven, MA
13. Nice N' Clean Car Wash, 320 Huttleston Avenue, Fairhaven, MA
14. Rick's Services, 241 R. Huttleston Avenue, Fairhaven, MA
15. Manny's Service Station, 82 Bridge Street, Fairhaven, MA
16. Sullivan Tire Company, 9 Plaza Way, Fairhaven, MA
17. JR's Auto Shop, 276 Huttleston Avenue, Fairhaven, MA
18. Roland's Tire Service, 11 Howland Road, Fairhaven, MA
19. Jet Wash Car Was, 21 People's Way, Fairhaven, MA
20. RRR Auto Sales, 372 Huttleston Avenue, Fairhaven, MA
21. Leban Fuel, Inc., d/b/a Fairhaven Getty, 371 Huttleston Avenue, Fairhaven, MA

**LODGING HOUSE LICENSE, FAIRHAVEN, MA 02719**

1. Kopper Kettle Guest House, 41 Huttleston Avenue, Fairhaven, MA
2. Delano Homestead Bed & Breakfast, 39 Walnut Street, Fairhaven, MA

**PRIVATE LIVERY LICENSE, FAIRHAVEN, MA 02719**

1. Elite Transportation, 1 Deerfield Lane, Fairhaven, MA



## **Fairhaven Select Board Meeting Minutes November 22, 2021**

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

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

Chairman Robert Espindola opened the meeting at 6:32 pm in the Town Hall Banquet Room.

### **Minutes**

Ms. Powers made a motion to approve the Open Session minutes of November 8, 2021. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Town Administrator Report**

Ms. Graves will discuss more during the Town Administrator planning item (E7)

### **Committee Liaison Reports**

Ms. Powers met with the Cable Advisory Committee school using some other types of streaming services.

Mr. Silvia said the Historical Commission held the first demo delay hearing. The commission had a walk through at the property and will make their determination at the next meeting.

Mr. Silvia said the Rogers Reuse Committee met and discussed putting out a new Request for Proposal (RFP). The Town did not receive the historical grant that would have been used for Rogers School.

Mr. Silvia attended the reading of Pirates Gold by Andrew Coe and wanted to buy book but they were all sold out.

Mr. Espindola said Broadband has not met since the last Select Board meeting but Mr. Espindola and Broadband Chairman Sean Powers met with school representatives to discuss possible locations for fiber optics. Mr. Espindola also met with the Board of Public Works to discuss Broadband. Ms. Graves will be looking for parcels for this project.

### **Commission on Disability**

Mr. Espindola read a letter from Jenna Benoit requesting to join the Commission on Disability. Ms. Benoit, via zoom, said she was very excited about joining the commission. Commission Chairperson Marcus Ferro said the commission is just relaunching after COVID and they are trying to do some great things and are always looking for new members.

Ms. Powers made a motion to appoint Jenna Benoit to the Commission on Disability. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Fairhaven Homecoming Day Fair**

Mr. Espindola read a letter from Homecoming Day Fair Chairperson Barbara Acksen requesting the use of Town Hall and assistance from town departments.

Motion to approve the Homecoming Day Fair on June 25, 2022 and request that Ms. Acksen submit the paperwork associated with holding the fair. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Homecoming Banner**

Mr. Espindola read a letter from Fairhaven Improvement Association (F.I.A.) President Frank Fostin regarding hanging the Homecoming Day Fair banner prior to the fair day, over the Town Hall as they have done for the past 44 years. F.I.A will be repairing the wire that holds the banner.

Ms. Powers made a motion to create a standing order effective November 22, 2021 that will allow the annual Homecoming Day Fair banner to fly for 2 weeks prior to the fair and one week after the fair. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Meet and Greet Precinct 6**

There was no one from Precinct 6 who wished to speak.

### **Remove“Children” Sign**

Mr. Espindola said there was a request to remove the “Children” sign at 8 Chambers Street. The Police have approved the removal of this sign.

Ms. Powers made a motion to approve the removal of the “children” sign from 8 Chambers Street. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **15-Minute Parking Sign – Fairhaven Pharmacy, 72 Main Street**

Mr. Espindola read request from Fairhaven Pharmacy at 72 Main Street for a 15-minute parking sign for their customers. The Police Department has approved the addition of this sign.

Ms. Powers made a motion to approve the 15-minute parking sign at Fairhaven Pharmacy in front of 72 Main street. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Change of Manager – Ice House, LLC**

At 7:00 pm Mr. Espindola opened the public hearing for the change of manager at the Ice House. There were no comments or questions from anyone in the meeting.

Ms. Powers made a motion to approve the change of manager for Ice House LLC 136 Huttleston Ave. Mr. Silvia seconded. Vote was unanimous. (3-0)

At 7:02 pm Mr. Espindola closed the hearing.

*Mr. Silvia left room at 7:02 pm*

### **Update from The Collins Center on Town Administrator Search Process**

Collins Center consultant, Mary Aicardi, informed the Board that there were two late withdrawals as the committee was scheduling interviews. The interviews were conducted with the remaining 5 candidates and narrowed to 2 to forward to the committee. The Committee recently learned that one of the two has withdrawn.

The recommendation is to repost the position with a short deadline, indicating the search has been extended. The screening committee will meet in early December and try to have interviews in December, or worst case, the first of January.

Both Mr. Espindola and Ms. Powers expressed their disappointment but feel the committee has made the right decision to bring the most qualified candidate to Fairhaven.

*Mr. Silvia returned at 7:05 pm*

### **Updates from the Stratford Group Housing Project**

Mr. Espidnola said he reached out to the Stratford Group regarding the application process so the residents could be updated on the progress. Mr. Espindola said the applications will be available on December 1, 2021 with the deadline being January 31, 2022. Resident can go to: <https://www.hallkeen.com/listing/oxford-school-residences> for more information.

### **Town Administrator Planning and Time Sensitive Responsibilities**

Mr. Espindola and Ms. Graves had a meeting to discuss various projects/issues that have been delayed due to the Town Administrator search. Ms. Graves has produced a list of items that need to be worked on and cannot wait until a new Town Administrator is hired. (Attachment A) The goal is to try to bring some of these things forward now and to not overwhelm the new person.

Mr. Espindola and Ms. Graves spoke with former town administrator Mark Rees, who is willing to do specific projects to help out and will not be doing any day to day operations.

Mr. Rees will sit with Ms. Graves and propose an employment agreement for a part-time work from home position and come in to Town Hall as needed.

Ms. Powers made a motion to support authorize Ms. Graves to hire Mr. Rees, former Fairhaven Town Administrator, for a part-time position as a part time special coordinator for the Town of Fairhaven starting as soon as an employment arrangement can be worked out. Mr. Silvia seconded. Vote was unanimous. (3-0)

### **Mask Mandate update**

Mr. Espindola read a memo from Health Agent Dave Flaherty suggesting “the Board maintain its policy for a Strong Mask Advisory” for all municipal buildings.

### **Wreaths Across Fairhaven**

Mr. Espindola read a memo from the Veterans Agent reminding residents that since 2019, the Veterans Office with the help of the Fairhaven Improvement Association, will be holding the

“Wreaths Across Fairhaven” at Riverside and Nasketucket cemetery. Anyone who is interested in donating can do so through the Veterans wreath gift account. (Attachment B)

### **Grant Awards**

Mr. Espindola said the Town has been awarded the following grants (Attachment C):

- Green Communities: \$184,956
- Community Planning: \$75,000
- Sustainable Materials Recovery Program: \$11,000

### **Deadline for submission of Town Report Cover Photos**

Mr. Espindola said the submission for town report cover photos is January 3, 2022.

### **Notes and Announcements**

Mr. Espindola stated the Commissioner of Trust Funds and the Charter Committee each has a vacancy.

Mr. Silvia would like an item on the agenda for the next meeting regarding an email from Clifford and Kenny.

Mr. Espindola remind residents about The Turkey Trot on Thanksgiving Day in morning.

Ms. Powers reminded residents the annual Thanksgiving Day football game is in Dartmouth this year. There will be a parade, pep rally and bon fire on Wednesday night.

The Select Board wished everyone a Happy Thanksgiving.

At 7:46 pm, Ms. Powers made a motion to adjourn. Mr. Silvia seconded. Vote was unanimous. (3-0)

Respectfully submitted,



Vicki L. Oliveira  
Administrative Assistant

- A. Town Administrator Time sensitive projects
- B. Wreaths across Fairhaven memo
- C. Grant award letters



**Town of Fairhaven**  
**Massachusetts**  
**BOARD OF ASSESSORS**  
 40 Center Street  
 Fairhaven, MA 02719

**Ronnie Manzone, Chair**  
**Pamela K. Davis, MAA, Member**  
**Ellis B. Withington, Member**

**Delfino R. Garcia, Principal Assessor**  
 Notary Public  
 Phone: (508) 979-4023  
 Facsimile: (508) 979-4079  
 Email: dgarcia@fairhaven-ma.gov

December 6, 2021

TO: Select Board

FROM: Board of Assessors

Subject: Tax Rate Classification

As required by law, the Select Board must vote on the minimum residential factor, residential exemption and the small business exemption. We have provided examples of the CIP (Commercial, Industrial & Personal Property) shifts for the residential exemption in the attached spreadsheet. Our recommendations are shown on the accompanying sheet.

For Fiscal Year 2022, this will result in a small rate decrease in both rates as illustrated below:

FY2022 Residential Property	\$10.22 / 1000
FY2021 Residential Property	\$11.29 / 1000
FY2022 CIP Property	\$20.39 / 1000
FY2021 CIP Property	\$22.53 / 1000

The average single family home value for FY2021 is \$319,583 x \$11.29 / 1000 = \$3,608.09

The average single family home value for FY2022 is \$366,206 x \$10.22 / 1000 = \$3,742.63

**(What would happen if we went to a single tax rate? If we went to a single tax rate, the tax rate would be \$11.65/1,000 for all property. The average residential value of \$366,206 would result in a bill of \$4,266.30 vs the \$3,742.63.**

**Board of Assessors:**

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**Ronnie Manzone, Chair**

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**Pamela Davis, MAA**

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**Ellis Withington**



**Town of Fairhaven**  
**Massachusetts**  
**BOARD OF ASSESSORS**  
40 Center Street  
Fairhaven, MA 02719

Ronnie Manzone, Chair  
Pamela K. Davis, MAA, Member  
Ellis B. Withington, Member

**Delfino R. Garcia, Principal Assessor**  
Notary Public  
Phone: (508) 979-4023  
Facsimile: (508) 979-4079  
Email: dgarcia@fairhaven-ma.gov

**Town of Fairhaven**  
**FY 2022 Residential Factor/Tax Classification Hearing**  
**Questions requiring a vote by the Select Board of Fairhaven and**  
**Recommendations of the Board of Assessors**

- **Do you choose to have a residential exemption?**
  - (A residential exemption reduces the taxable valuation of each residential property that is a taxpayer's principal residence. Fairhaven has not adopted this previously. This option is typically adopted in high rental areas and high concentrations of summer homes. Chosen by 14 out of 351 communities)
  - The Board of Assessors recommends **AGAINST** adopting this exemption. It raises the residential tax rate and raises taxes on all residential property except those houses owned and occupied that are assessed for less than the average home.
- **Do you choose to have a small commercial business exemption?**
  - (A small commercial business exemption is an option that can reduce small business valuation by up to 10%. Fairhaven has not adopted this previously. This option has been adopted by 6 out of 351 communities)
  - The Board of Assessors recommends **AGAINST** adopting this exemption. It is difficult to determine who qualifies and the benefit is marginal while increasing taxes on those who do not qualify.
- **Do you choose to have a single tax rate or a split tax rate? If a split rate is desired, what residential factor is desired?**
  - The Board of Assessors recommends a residential factor of .877018. This is the same shift that has been used in the past. Supporting documentation has been submitted by Wendy Graves, Director of Finance/Treasurer.
  - The Board of Assessors recommends the split tax rate.

**Board of Assessors**

Ronnie Manzone, Chair  
Pamela Davis, MAA  
Ellis Withington

**December 6, 2021**

RESIDENTIAL	TOWN OF FAIRHAVEN		
	COMMERCIAL	TAX RATES	
YEAR	<u>SINGLE RATE</u>	<u>RESIDENTIAL</u>	<u>COMMERCIAL</u>
1985	24.00		
1986	17.46		
1987	16.97		
1988	18.05		
1989	19.31		
1990		8.64	11.13
1991		9.63	12.26
1992		10.73	12.91
1993		12.01	14.44
1994		12.40	14.90
1995		12.90	15.62
1996		13.35	16.09
1997		13.28	16.01
1998		13.74	16.52
1999		14.52	17.39
2000		15.14	18.13
2001		15.14	18.17
2002		13.96	17.13
2003		11.82	17.65
2004		10.93	17.62
2005		8.35	16.66
2006		8.12	16.09
2007		7.92	15.61
2008		7.86	15.67
2009		8.30	16.51
2010		8.89	17.87
2011		9.56	19.3
2012		10.27	20.63
2013		10.77	21.58
2014		11.50	23.21
2015		12.15	24.50
2016		12.18	24.45
2017		12.04	24.27
2018		11.75	23.76
2019		11.67	23.47
2020		11.06	22.04
2021		11.29	22.53
2022		10.22	20.39



## 2010-2022

NOTE:	
R&O is Residential and Open Space property	
CIP is Commercial, Industrial and Personal Property	



**FAIRHAVEN SELECT BOARD**  
**40 Center Street**  
**Fairhaven, MA 02719**  
**Banquet Room**  
**7:05 pm**

Log on to: <https://us06web.zoom.us/j/84977073611?pwd=dXB6QVNIVTRYVUFJeGh2S3N4VXNndz09>  
or call 1-929-205-6099  
**Meeting ID:** 849 7707 3611  
**Passcode:** 839932

**NOTICE OF PUBLIC HEARING**  
**PURSUANT TO M.G.L. CH. 61A §14**

On December 6, 2021 at 7:05 pm at the Fairhaven Town Hall, 40 Center Street, Fairhaven, the Fairhaven Select Board will hold a public hearing pursuant to the provisions of General Law Ch. 61A § 14. At that hearing the Select Board will consider whether the Town shall exercise, or assign to a nonprofit conservation organization or to the commonwealth or any of its political subdivisions, the Town's first refusal option to meet a bona fide offer to purchase the land located at 732 Sconticut Neck Road, Assessor's Map 42 Lot 6. (See attached notice and plan, received on October 15, 2021.)

*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.*

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

David W. Hebert  
173 Dogwood Street  
Fairhaven, MA 02719  
[REDACTED]

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

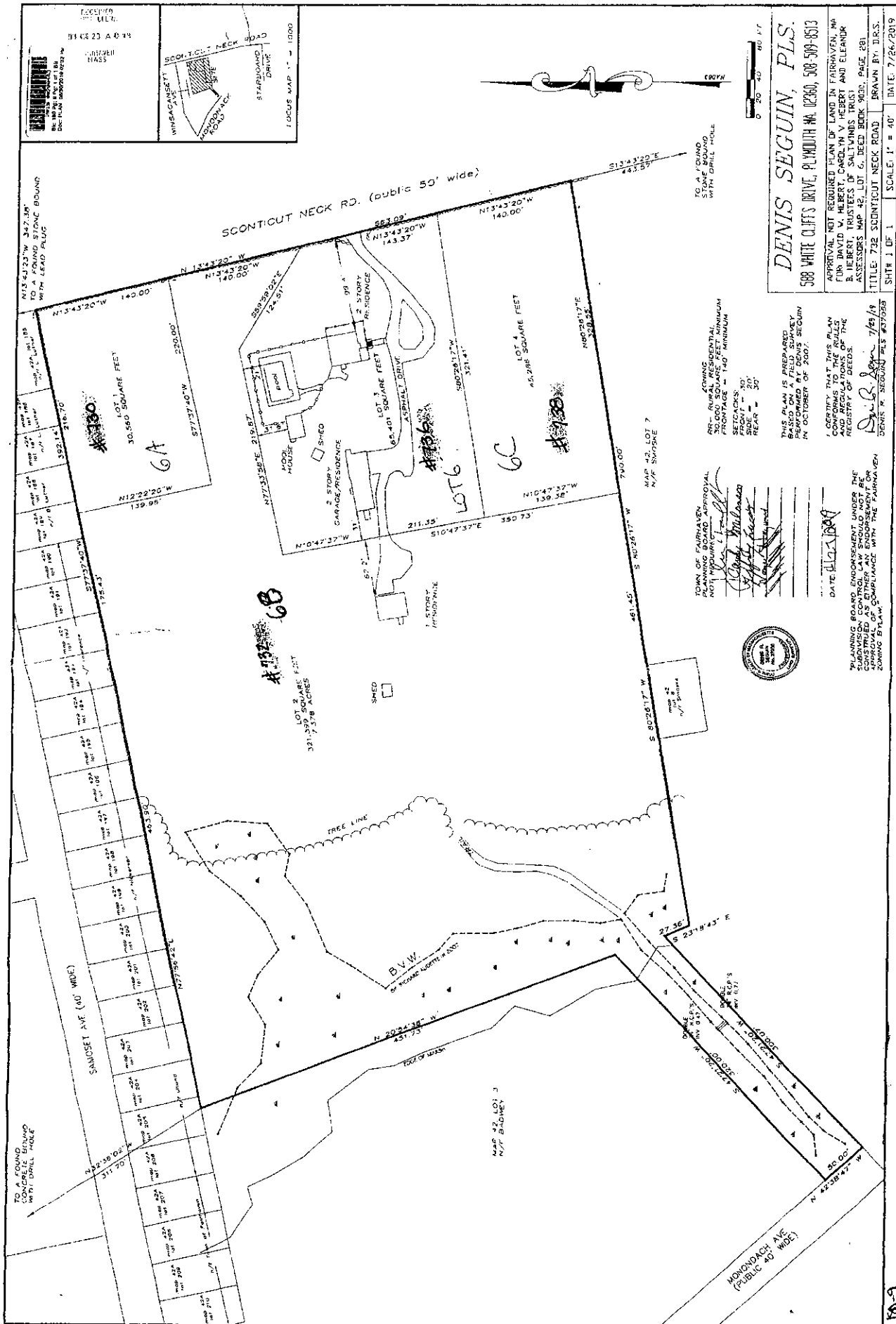
Notice is hereby given in accordance with the provisions of M.G.L. c.61A that I, David W. Hebert, have entered into an agreement to sell and convert the remaining lots of the property at 732 Sconticut Neck Road, Fairhaven, MA 02719 (map 42 lot 6) to residential house lots to buyer Scott Snow. Kindly 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



**DENIS SEGUIN, PLS.**  
 588 WHITE CLIFFS DRIVE, PLYMOUTH, MA 01960, 508-509-8513  
 APPROVAL NOT REQUIRED PLAN OF LAND IN FAIRHAVEN, MA  
 FOR DAVID V. HEBERT, CAROLYN V. HEBERT AND ELEANOR  
 B. HEBERT, TRUSTEES OF SALTWINIS TRUST  
 ASSESSORS MAP 42, LOT 6, DEED BOOK 9830, PAGE 281  
 TITLE: 732 SCOUTCUT NECK ROAD DRAWN BY: DRS.  
 SH1 1 OF 1 SCALE: 1" = 40' DATE: 7/26/2019

THIS PLAN IS PREPARED BY  
 DENIS R. SEGUIN PLS #77658  
 7/26/19  
 TOWN OF FAIRHAVEN  
 PLANNING BOARD APPROVAL  
 DATE: 7/26/2019  
 PLANNING BOARD ENDORSEMENT UNDER THE  
 CONSTITUTION OF THE COMMONWEALTH OF MASSACHUSETTS  
 AS AMENDED BY CHAPTER 40A, SECTION 27B  
 APPROVED AS EITHER AN ENDORSEMENT FOR  
 APPROVAL OR COMPLIANCE WITH THE FAIRHAVEN  
 ZONING BY-LAW.



# 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 Iolita 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.

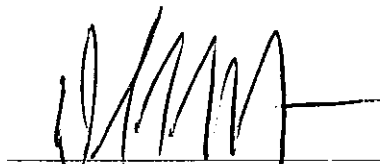
24. **ADDITIONAL PROVISIONS:**

- 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.

 10/8/21  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_ BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
Scott Snow, Manager  
Snow Construction, LLC

 10-8-21  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_ SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
David W. Hebert, Trustee  
Sconticut Neck Farms Realty Trust

# PURCHASE AND SALE AGREEMENT

## 1. PARTIES

AGREEMENT, made this 8th 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

*Handwritten signature: V.A. SES*

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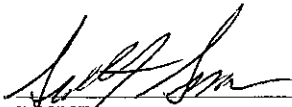
Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Title Standard or Practice Standard of the Real Estate Bar Association for Massachusetts formerly known as the Massachusetts Conveyancers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

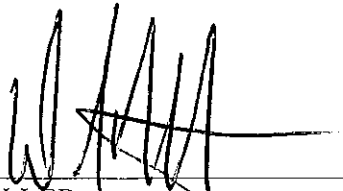
24. **ADDITIONAL PROVISIONS:**

- 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.

 10/8/21  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_  
Scott Snow, Manager  
Snow Construction, LLC

 10-8-21  
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.

**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

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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.

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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.

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

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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.

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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.

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~~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.~~

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**21. WARRANTIES AND REPRESENTATIONS**

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

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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.

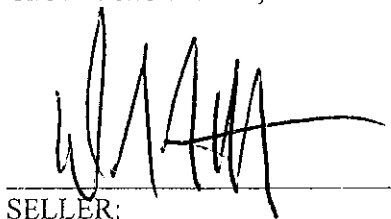
THE BELOW PARTIES CERTIFY THAT THEY HAVE REQUESTED PATEAKOS & POULIN, PC TO PREPARE SAID AGREEMENT. ALL PARTIES UNDERSTAND THAT PATEAKOS & POULIN, PC CANNOT REPRESENT BOTH PARTIES TO THE SAME TRANSACTION AND THEREFORE WAIVE ANY CONFLICT OF INTEREST.

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

 10/8/21  
BUYER DATE

Scott Snow, Manager  
Snow Construction, LLC

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

 10-8-21  
SELLER: DATE

David W. Hebert, Trustee  
Sconticut Neck Farms Realty Trust

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



## Town of Fairhaven

### *Department of Planning and Economic Development*

Town Hall • 40 Center Street • Fairhaven, MA 02719

Telephone (508) 979-4082 • FAX (508) 979-4087

November 18, 2021

RE: 732 SNR Chapter 61A Planning Board Recommendation

Select Board,

On October 13, 2021 the Planning Board reviewed the right of first refusal per Chapter 61A regarding the purchase and sale agreement for 732 Sconticut Neck Road. The Planning Board voted (4-2) to recommend to the Select Board to assign the right of first refusal to a non-profit conservation organization for the approximately 9-acre farm at 732 Sconticut Neck Road per Chapter 61A. A motion to recommend the Town purchase the property did not pass (3-3). Preserving the property would provide several public benefits including saving ocean views, preserving farm land with agricultural soils and providing a path through the farm and woods connecting to Buzzards Bay and the Shipyard Farm Conservation Area. Let me know if you have any questions or if I can be of any further assistance.

Thanks,

Paul

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

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

Nov. 15, 2021

To the Selectboard of Fairhaven

My name is Sue Makepeace and I am a resident of Fairhaven. It's been brought to my attention that help is needed on the Commission on Disability.

Over the years I've served on many volunteer boards, from aiding children, domestic abuse and rape survivors and many more.

Now my Mother is a resident of Our Lady's Haven and the broad spectrum of care is life changing.

I'm interested in serving and helping as much as I'm able.

I can be reached at [REDACTED].com

Sincerely

Sue Makepeace

15 Coe St

Fairhaven MA 02719

Board of Selectmen  
Fairhaven, MA

November 22, 2012

This letter is to inform you of my interest in the vacant position on the Trust Fund Commission. I have been a resident in Fairhaven for forty years and have enjoyed this town for that many years.

I am a retired nurse of 45 years. I was a Cub Scout leader for my three sons.

I would like to give back a portion of time to the town I have loved since moving here from the Boston area.

Please consider my application to vacant seat on this Board

Thank you,  
Louise Ponte

BOARD OF SELECTMEN  
FAIRHAVEN MASS

2012 NOV 24 A 11:35

RECEIVED

**2022 RENEWALS  
FOR APPROVAL BY THE SELECT BOARD  
December 6, 2021**

**LIQUOR LICENSES, FAIRHAVEN, MA 02719**

1. Gene's Famous Seafood, 146 Huttleston Avenue, Fairhaven, MA
2. The Bitter End Lounge, 407-409 Huttleston Avenue, Fairhaven, MA
3. Frontera Grill, 214 Huttleston Avenue, Fairhaven, MA
4. Sweet Ginger Asian Cuisine & Bar, 179-181 Huttleston Avenue, Fairhaven, MA
5. Mike's Restaurant, 390 Huttleston Avenue, Fairhaven, MA
6. Dorothy Cox's Candies, 21 Berdon Way, Fairhaven, MA
7. Wah May Restaurant, 51 Main Street, Fairhaven, MA
8. Elisabeth's Restaurant, 1 Middle Street, Fairhaven, MA
9. 99 Restaurant & Pub, 32 Sconticut Neck Road, Fairhaven, MA
10. Southcoast Wine & Spirits, 355 Huttleston Avenue, Fairhaven, MA
11. Brick Pizzeria Napoletana, 213 Huttleston Avenue, Fairhaven, MA
12. Minerva Pizza House, 75 Main Street, Fairhaven, MA
13. Paul's Sports Corner, 19 Howland Road, Fairhaven, MA
14. Connolly's Liquor Mart, 36 Howland Road, Fairhaven, MA
15. Old Oxford Pub, 346 Main Street, Fairhaven, MA
16. Fairhaven Wine & Spirits, 105 Sconticut Neck Road, Fairhaven, MA
17. Sivalai Thai Cuisine, 130 Sconticut Neck Road, Fairhaven, MA
18. M & J Fairhaven, Inc.-Riccardi's Restaurant, 1 David Drown Blvd., Fairhaven, MA
19. Bayside Lounge, 125 Sconticut Neck Road, Fairhaven, MA
20. Friendly Farm Convenience, 121 Sconticut Neck Road, Fairhaven, MA
21. Cardoza's Wine & Spirits, 6 Sconticut Neck Road, Fairhaven, MA
22. Douglas Wine & Spirits, 1 Peoples Way, Fairhaven, MA
23. The Pasta House Restaurant, 100 Alden Road, Fairhaven, MA
24. Fort Phoenix Post 2892, Veterans of Foreign Wars of USA, 109 Middle Street, Fairhaven, MA
25. Acushnet River Safe Boating Club, 80 Middle Street, Fairhaven, MA
26. Off The Hook, 56 Goulart Memorial Drive, Fairhaven, MA
27. Ice House, LLC, 136 Huttleston Avenue, Fairhaven, MA
28. Seaport Inn, 110 Middle Street, Fairhaven, MA
29. Vila Verde Restaurant, 362-364 Main Street, Fairhaven, MA
30. Rasputin's Tavern, 122 Main Street, Fairhaven, MA
31. Ocean State Job Lot, 11 Berdon Way, Fairhaven, MA
32. Moriarty Liquors, 101 Middle Street, Fairhaven, MA
33. Town Crier, 5 Maitland Street, Fairhaven, MA
34. Courtyard Restaurant, 270 Huttleston Avenue, Fairhaven, MA
35. \*The Ebb Tide, 47 Middle Street, Fairhaven, MA
36. Scuttlebutts Liquors, 407-409 Main Street, Fairhaven, MA

37. Huttleston License, LLC-Stevie's-A Package Store, 115 Huttleston Avenue, Fairhaven, MA
38. Traveler's Ale House, 111 Huttleston Avenue, Fairhaven, MA

#### **COMMON VICTAULER LICENSES-FAIRHAVEN, MA 02719**

1. Papa Gino Pizza, 171 Huttleston Avenue, Fairhaven, MA
2. Subway, 42 Fairhaven Commons Way, Fairhaven, MA
3. Taco Bell, 33 Alden Road, Fairhaven, MA
4. Subway, 19 Plaza Way, Fairhaven, MA
5. Burger King, 180 Huttleston Avenue, Fairhaven, MA
6. Tropical Smoothies Café, 29 Alden Road, Fairhaven, MA
7. McDonald's Restaurant, 14 Plaza Way, Fairhaven, MA
8. Wendy's Restaurant, 7 Fairhaven Commons Way, Fairhaven, MA
9. Mac's Soda Bar, 116 Sconticut Neck Road, Fairhaven, MA
10. Dunkin Donuts, 18 Plaza Way, Fairhaven, MA
11. Dunkin Donuts, 32 Howland Road, Fairhaven, MA
12. Little Village Café, 23 Center Street, Fairhaven, MA
13. Palace Pizza & More, 142 Huttleston Avenue, Fairhaven, MA
14. Galaxy Pizza, 342 Main Street, Fairhaven, MA
15. Scramblers Breakfast & Bagel, 2 Sconticut Neck Road, Fairhaven, MA
16. 7-Eleven, 188 Huttleston Avenue, Fairhaven, MA
17. Brady's Ice Box, 12 Ferry Street, Fairhaven, MA
18. Margaret's Restaurant, 16 Main Street, Fairhaven, MA
19. Jake's Diner, 104 Alden Road, Fairhaven, MA
20. Mystic Café, 398 Main Street, Fairhaven, MA
21. Flour Girls Baking, 230 Huttleston Avenue, Fairhaven, MA
22. The Nook Café, 58 Washington Street, Fairhaven, MA
23. Festiva Buffet, 31 Berdon Way, Fairhaven, MA
24. Honey Dew Donuts, 87 Huttleston Avenue, Fairhaven, MA
25. Phoenix Restaurant, 140 Huttleston Avenue, Fairhaven, MA
26. Yia Yia's Pizza Café, 381 Sconticut Neck Road, Fairhaven, MA
27. Jersey Mike's Subs, 215 Huttleston Avenue, Fairhaven, MA

#### **CAR DEALER LICENSES, FAIRHAVEN, MA 02719**

1. Fairhaven Gas, Inc., 134 Huttleston Avenue, Fairhaven, MA
2. Fairhaven Gas, Inc.-Valero's, 130 Huttleston Avenue, Fairhaven, MA
3. Hive Motorcars, LLC, 10 Arsene Way, Fairhaven, MA
4. Guard Enterprises, 110 Alden Road, Fairhaven, MA
5. Alden Buick GMC, 6 Whalers Way, Fairhaven, MA
6. Alden Mazda, 250 Bridge Street, Fairhaven, MA
7. Artistic Auto Body & Auto Sales, 98 Middle Street, Fairhaven, MA
8. Sarkis Enterprises, Inc. (A & A Auto), 196 Huttleston Avenue, Fairhaven, MA
9. RRR Auto Sales, 372 Huttleston Avenue, Fairhaven, MA

10. First Hot Line Auto Sales, Inc.-Fairhaven Getty Auto Sales, 371 Huttleston Avenue, Fairhaven, MA

**REPAIR LICENSES, FAIRHAVEN, MA 02719**

1. Fairhaven Gas, Inc., 134 Huttleston Avenue, Fairhaven, MA
2. Ray's Fair Repair, 47 Howland Road, Fairhaven, MA
3. Guard Enterprises, 110 Alden Road, Fairhaven, MA
4. Alden Buick GMC, 6 Whalers Way, Fairhaven, MA
5. Alden Mazda, 250 Bridge Street, Fairhaven, MA
6. Artistic Auto Body & Auto Sales, 98 Middle Street, Fairhaven, MA
7. Sarkis Enterprises, Inc.(A & A Auto), 196 Huttleston Avenue, Fairhaven, Mae
8. A-1 Crane Company, 86-88 Middle Street, Fairhaven, MA
9. Aaron's Auto Glass, 232 Huttleston Avenue, Fairhaven, MA
10. Jiffy Lube #1229, 31 Alden Road, Fairhaven, MA
11. Automotive Diagnostic Service, 162 Sconticut Neck Rd., Fairhaven, MA
12. Dattco Sales & Services, 72 Sycamore Street, Fairhaven, MA
13. Nice N' Clean Car Wash, 320 Huttleston Avenue, Fairhaven, MA
14. Rick's Services, 241 R. Huttleston Avenue, Fairhaven, MA
15. Manny's Service Station, 82 Bridge Street, Fairhaven, MA
16. Sullivan Tire Company, 9 Plaza Way, Fairhaven, MA
17. JR's Auto Shop, 276 Huttleston Avenue, Fairhaven, MA
18. Roland's Tire Service, 11 Howland Road, Fairhaven, MA
19. Jet Wash Car Was, 21 People's Way, Fairhaven, MA
20. RRR Auto Sales, 372 Huttleston Avenue, Fairhaven, MA
21. Leban Fuel, Inc., d/b/a Fairhaven Getty, 371 Huttleston Avenue, Fairhaven, MA

**LODGING HOUSE LICENSE, FAIRHAVEN, MA 02719**

1. Kopper Kettle Guest House, 41 Huttleston Avenue, Fairhaven, MA
2. Delano Homestead Bed & Breakfast, 39 Walnut Street, Fairhaven, MA

**PRIVATE LIVERY LICENSE, FAIRHAVEN, MA 02719**

1. Elite Transportation, 1 Deerfield Lane, Fairhaven, MA





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**Re: Possible update on TA search effort by Monday?**

1 message

**Bob Espindola** <selectmanbobespindola@gmail.com>

Thu, Dec 2, 2021 at 2:38 PM

To: Mary E Aicardi &lt;Mary.Aicardi@umb.edu&gt;

Cc: Mark Sylvia &lt;msylvia@fairhaven-ma.gov&gt;, Stasia Powers &lt;spowers@fairhaven-ma.gov&gt;, Vicki Paquette &lt;vloliveira@fairhaven-ma.gov&gt;, Wendy Graves &lt;wgraves@fairhaven-ma.gov&gt;

Mary,

This is very helpful.

Thank you.

Wendy and Vicki ... Please include this on Mondays agenda under correspondence and include in our packets so we can share the update with the community.

Thank you.

Bob

On Thu, Dec 2, 2021 at 2:31 PM Mary E Aicardi &lt;Mary.Aicardi@umb.edu&gt; wrote:

Hi. Happy to provide an update. We have extended the deadline to December 15th. And like in any process, a new deadline means different candidates. We already have a handful of new applicants. The Screening Committee is scheduled to meet just before the holidays to review resumes and preliminary interviews will be conducted in early January.

Happy Holidays

Mary

Mary Flanders Aicardi, Human Resources Practice Leader  
Edward J. Collins, Jr. Center for Public Management  
[John W. McCormack Graduate School of Policy and Global Studies](#)  
University of [Massachusetts Boston](#)  
[100 Morrissey Blvd](#)  
Boston, MA 02125  
Cell Phone: 508-215-8992  
Fax 617-287-5566  
[www.umb.edu/cpm](http://www.umb.edu/cpm)

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**From:** Bob Espindola <selectmanbobespindola@gmail.com>**Sent:** Thursday, December 2, 2021 12:09 PM**To:** Mary E Aicardi <Mary.Aicardi@umb.edu>; Mark Sylvia <msylvia11@comcast.net>**Subject:** Possible update on TA search effort by Monday?



EXTERNAL COUNCIL

Mary,

As we prepare for our Monday Select Board meeting, I am wondering if you have anything you can share with us about the status of the TA Search, and updated timing (that we can, in turn, share with the community).

If you would prefer not to provide an update at this time or there is nothing significant to report, please just let me know that but I am hoping for some sort of feedback before Monday afternoon.

Thanks,

Bob

## MASK MANDATE TO BE DISCUSSED AT MEETING





# 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:** December 3, 2021

**TO:** Fairhaven's Select Board

**FROM:** David D. Flaherty Jr., RS  
Fairhaven's Health Agent

**RE:** Masking Policy for Municipal Buildings

Dear Chairman Espindola,

Recently Fairhaven's Select Board has maintained a policy of strongly recommending 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 the last three weeks the Town of Fairhaven has moved up from around 5% positivity to 6.81%; our total case count has moved up from about 60 to 94. Bristol County's and the Commonwealth's COVID data are trending in an unsatisfactory manner as well. In light of this data, I would suggest that your Board consider changing its policy from a "Strong Mask Advisory" to the previous policy of a "Mask Mandate" for all municipal buildings. Hopefully I will be offering different advice after the holidays.

Sincerely,

David D. Flaherty Jr., RS  
Health Agent

Cc: BOH  
file



# Massachusetts Department of Public Health | COVID-19 Dashboard

## Cases of COVID-19

Released on: December 1, 2021  
Data as of: November 30, 2021  
Caution: recent data may be incomplete

### Navigation

Today's Overview

Overview Trends

**COVID-19 Cases**

COVID-19 Testing

Hospitalizations

COVID-19 Deaths

Higher Ed & LTCF

Patient Breakdown

City & Town Data

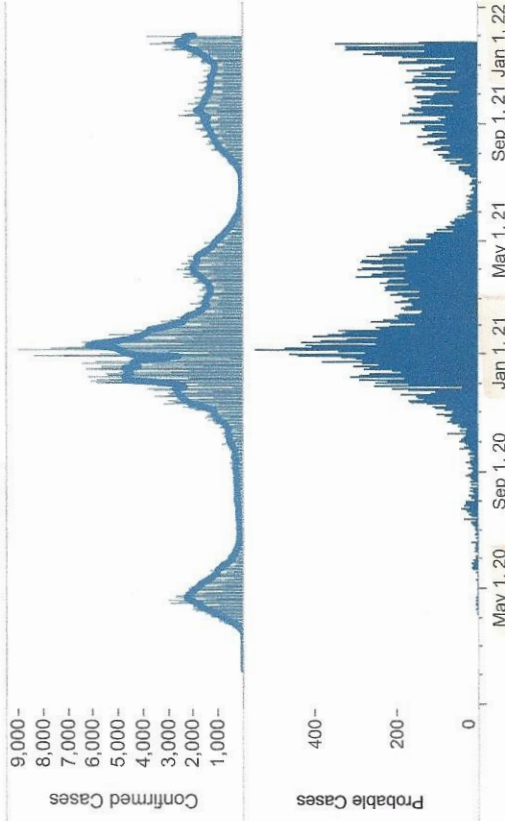
Resources

Data Archive

### Cases Over Time

#### COVID-19 Confirmed and Probable Cases

Select dates:  
1/29/2020 to 11/30/2021



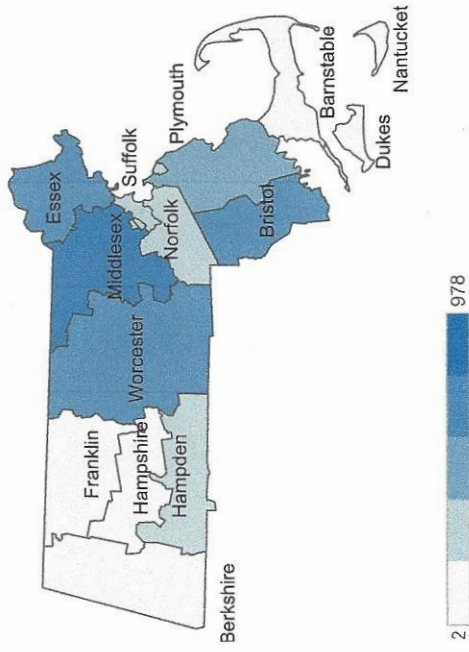
### Contact Tracing

### Clusters

#### New confirmed cases reported by county and date

Select new or total cases  
New confirmed cases

Select a date\*  
12/1/2021



All data included in this dashboard are preliminary and subject to change. Data Sources: COVID-19 Data provided by the Bureau of Infectious Disease and Laboratory Sciences and the Registry of Vital Records and Statistics; Created by the Massachusetts Department of Public Health, Bureau of Infectious Disease and Laboratory Sciences, Division of Surveillance, Analytics and Informatics. . Case counts for specific cities, towns, and counties change as data cleaning occurs (removal of duplicate reports within the system) and new demographic information (assigning cases to their city or town of residence) is obtained.  
\*The most recent 30 days of data are viewable on this map. To view data outside of this range, please visit our data archive and download the raw data.

STATE





# Massachusetts Department of Public Health | COVID-19 Dashboard

Released on: December 1, 2021  
Data as of: November 30, 2021  
Caution: recent data may be incomplete

## Navigation

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Select dates:

3/1/2020 to 11/30/2021

## Tests Reported

There were 121,485 new COVID-19 molecular tests reported, bringing the cumulative total to 33,563,649 tests.

## Total Antigen Tests

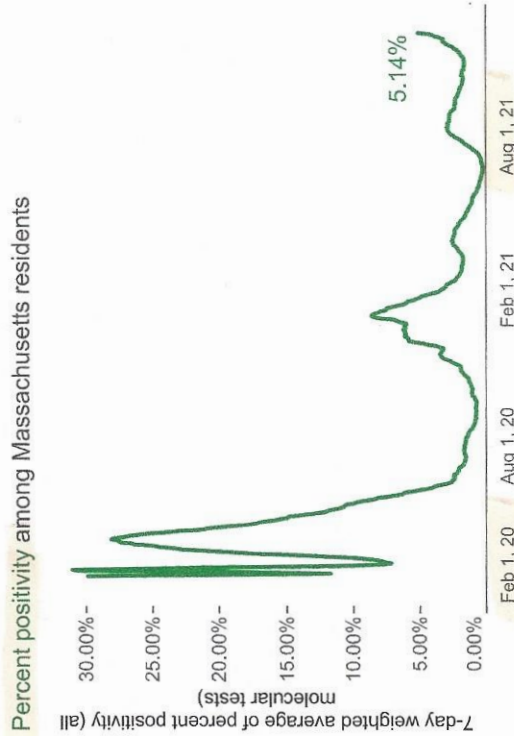
There were 17,583 new antigen tests reported today, bringing the total to 2,689,492 antigen tests.

## Percent Positivity

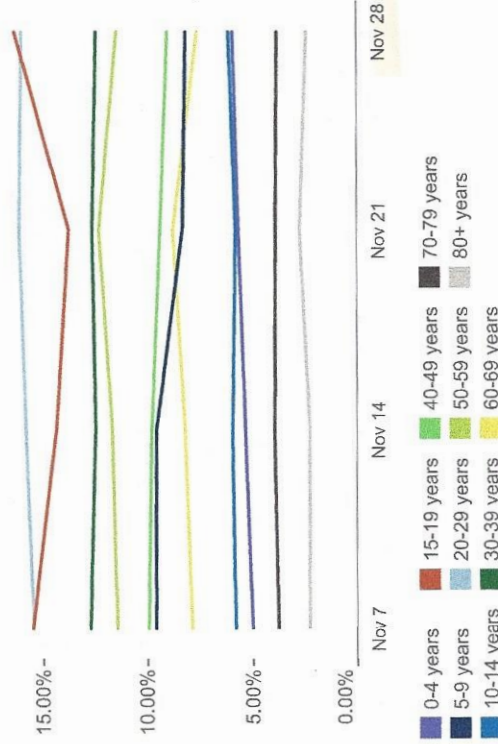
The 7-day average of percent positivity is 5.14%.

[Click here to see graphs on the numbers of tests](#)

## Percent positivity among Massachusetts residents



## Proportion of positive tests for the past four weeks\* by age group



\*The most recent 4 weeks of data are viewable on this graph. To view data outside of this range, please visit our data archive and download the raw data.

All data included in this dashboard are preliminary and subject to change. Data Sources: COVID-19 Data provided by the Bureau of Infectious Disease and Laboratory Sciences and the Registry of Vital Records and Statistics; Created by the Massachusetts Department of Public Health, Bureau of Infectious Disease and Laboratory Sciences, Division of Surveillance, Analytics and Informatics.

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# Massachusetts Department of Public Health | COVID-19 Dashboard

## Hospitalizations from COVID-19

Released on: December 1, 2021  
Data as of: November 30, 2021  
Caution: recent data may be incomplete

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### Hospitalizations

#### Hospitalizations

On November 30, 2021 there were 957 patients hospitalized for COVID-19.

Of those 957 patients, 355 were reported to be fully vaccinated for COVID-19 when they contracted COVID-19.

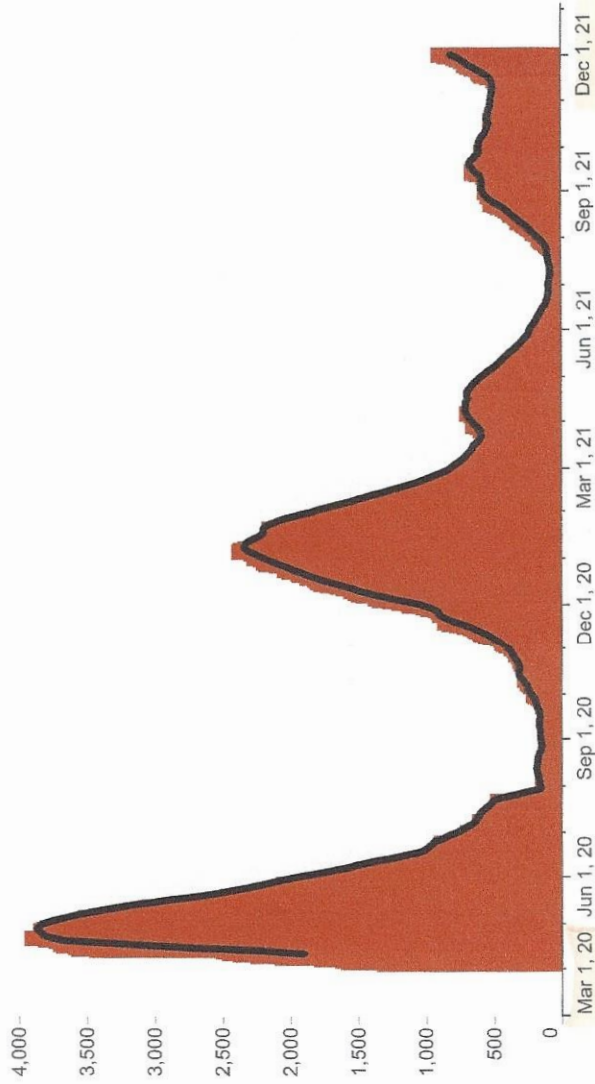
Select dates  
4/4/2020 to 11/30/2021

### Bed Occupancy

### Patient Demographics

### ICU & Intubation

Number and 7-day average of COVID-19 patients in the hospital



Hospitalization data provided by the MDPH hospital survey (survey data are self-reported by hospitals). All data included in this dashboard are preliminary and subject to change. Created by the Massachusetts Department of Public Health, Bureau of Infectious Disease and Laboratory Sciences, Division of Surveillance, Analytics and Informatics.

STATE





# Massachusetts Department of Public Health | COVID-19 Dashboard

## Deaths Caused by COVID-19

Released on: December 1, 2021  
Data as of: November 30, 2021  
Caution: recent data may be incomplete

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- COVID-19 Testing
- Hospitalizations
- COVID-19 Deaths**
- Higher Ed & LTCF
- Patient Breakdown
- City & Town Data
- Resources
- Data Archive

Select dates:  
3/10/2020 to 11/30/2021

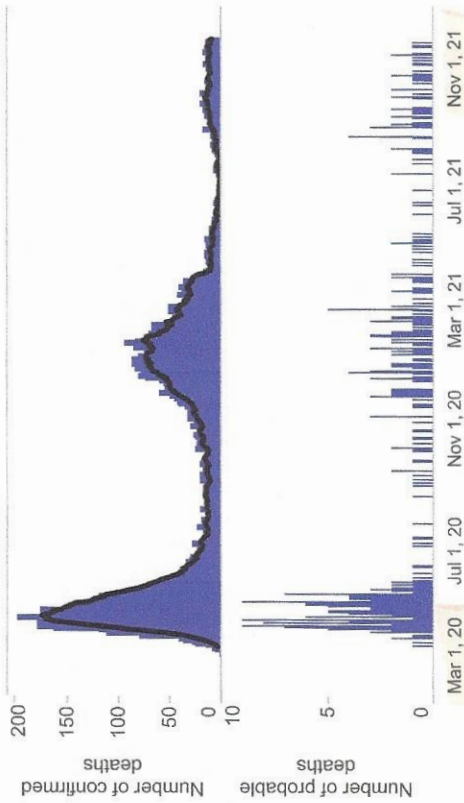
### Confirmed Deaths

There were 25 new, confirmed deaths reported. There have been 19,016 confirmed deaths in total.

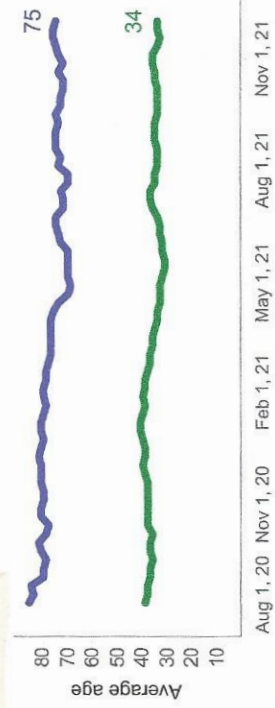
### Probable Deaths

There were 1 new, probable deaths reported. There have been 414 probable deaths in total.

### Number of COVID-19 confirmed deaths, probable COVID-19 deaths, and 7-day average of confirmed deaths



### Average ages of people who tested positive for and died of COVID-19



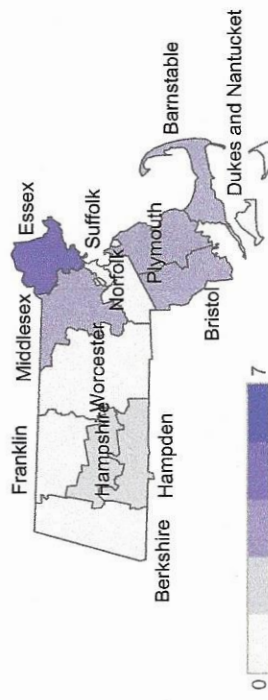
### New confirmed and probable deaths reported by county

Select new or total deaths

New confirmed and probable deaths

Select a date\*

12/1/2021



All data included in this dashboard is preliminary and subject to change. Data Sources: COVID-19 Data provided by the Bureau of Infectious Disease and Laboratory Sciences and the Registry of Vital Records and Statistics; Created by the Massachusetts Department of Public Health, Bureau of Infectious Disease and Laboratory Sciences, Division of Surveillance, Analytics and Informatics. Case counts for specific cities, towns, and counties change as data cleaning occurs (removal of duplicate reports within the system) and new demographic information (assigning cases to their city or town of residence) is obtained.

\*The most recent 30 days of data are viewable on this map. To view data outside of this range, please visit our data archive and download the raw data.

STATE



# Massachusetts Department of Public Health | COVID-19 Dashboard

## Trends: 7-day Averages Over Time

Released on: December 1, 2021  
Data as of: November 30, 2021  
Caution: recent data may be incomplete

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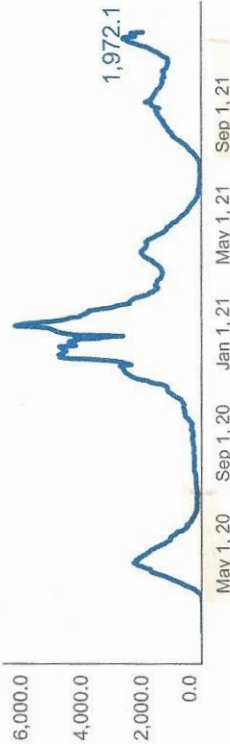
Data Archive

### Select dates:

1/29/2020 to 11/30/..

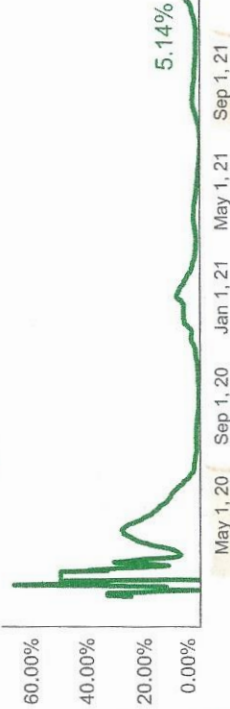
### Cases

7-day average of COVID-19 confirmed cases



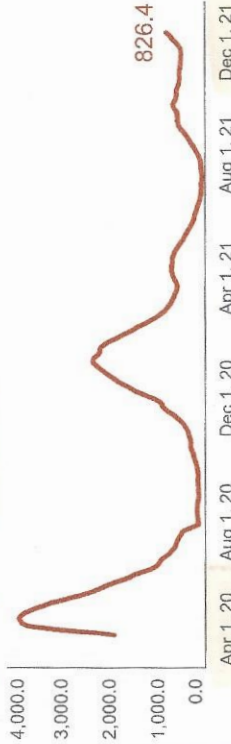
### Testing

7-day weighted average percent positivity



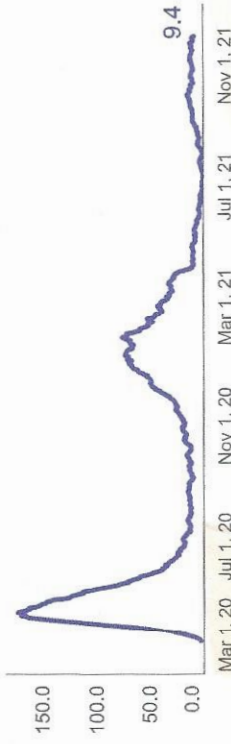
### Hospitalizations

7-day average of hospitalizations



### Deaths

7-day average of confirmed deaths



The lowest observed value is since tracking of the lowest value began on April 15, 2020. For details on the definitions of each indicator please see the corresponding tab for that indicator. All data included in this dashboard are preliminary and subject to change. Data Sources: COVID-19 Data provided by the Bureau of Infectious Disease and Laboratory Sciences and the Registry of Vital Records and Statistics; Created by the Massachusetts Department of Public Health, Bureau of Infectious Disease and Laboratory Sciences, Division of Surveillance, Analytics and Informatics.

STATE





# Massachusetts Department of Public Health | COVID-19 Dashboard

## Weekly Data by City and Town

Report date: November 25, 2021  
With data starting: November 7, 2021  
and ending on: November 20, 2021  
\*These data are updated once per week.

### Navigation

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**City & Town Data**

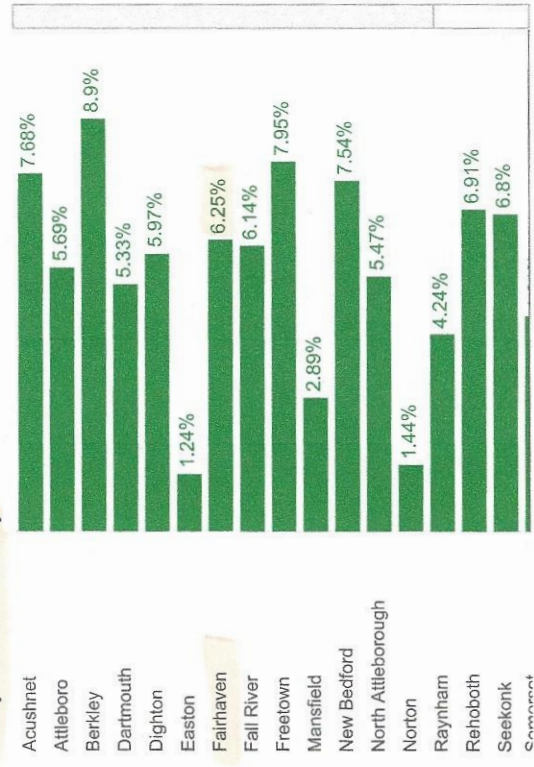
Resources

Data Archive

### Testing Data

Select an Indicator:

14-day Percent Positivity



### Data by City and Town

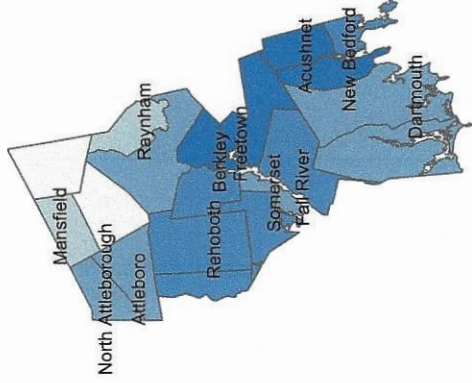
Select Counties to see Towns:

Bristol

### Data by County

Select a Date:

11/25/2021



The most recent 4 weeks of data are viewable on this page. To view data outside of this range, please visit our data archive and download the raw data. \*Cells with fewer than 5 observations have been suppressed. All data included in this dashboard are preliminary and subject to change. Data Sources: COVID-19 Data provided by the Bureau of Infectious Disease and Laboratory Sciences and the Registry of Vital Records and Statistics; Created by the Massachusetts Department of Public Health, Bureau of Infectious Disease and Laboratory Sciences, Division of Surveillance, Analytics and Informatics. MDPH calculates rates per 100,000 population using denominators estimated by the University of Massachusetts Donahue Institute using a modified Hamilton-Perry model (Strate S. et al. Small Area Population Estimates for 2011 through 2020, report, Oct 2016.) Please note: Data for these tables are based on information available in the MDPH surveillance database at a single point in time. Case counts for specific cities, towns, and counties change as data cleaning occurs (removal of duplicate reports within the system) and new demographic information (assigning cases to their city or town of residence) is obtained. Testing rates are calculated from the number of tests conducted in the geographic area divided by the population denominator (the number of people living in that geographic area). Rates are used to compare data between geographic areas that have different population sizes.

*Bristol County*



# Massachusetts Department of Public Health | COVID-19 Dashboard

## Weekly Data by City and Town

Report date: November 25, 2021  
With data starting: November 7, 2021  
and ending on: November 20, 2021  
\*These data are updated once per week.

### Navigation

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Overview Trends

COVID-19 Cases

COVID-19 Testing

Hospitalizations

COVID-19 Deaths

Higher Ed & LTCF

Patient Breakdown

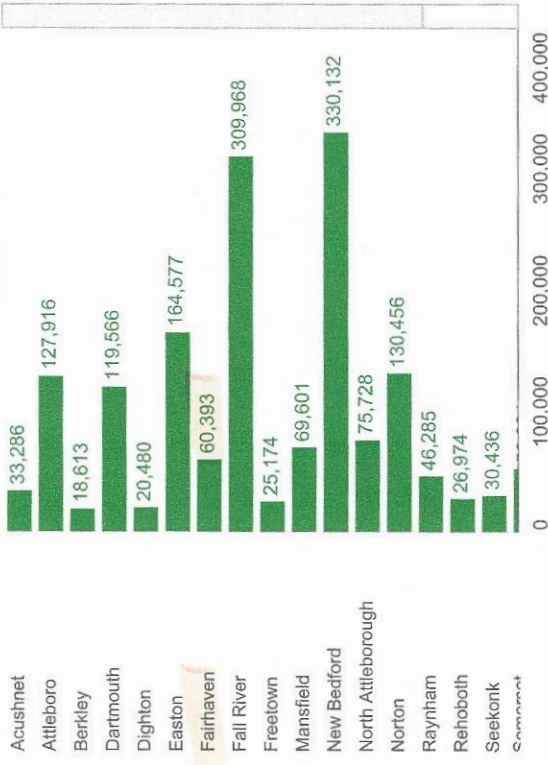
**City & Town Data**

Resources

Data Archive

### Testing Data

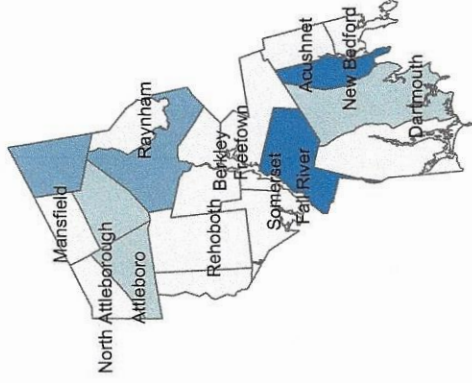
Select an Indicator:  
Total Molecular Tests



### Data by County

Select a Date:  
11/25/2021

Select Counties to see Towns:  
Bristol



The most recent 4 weeks of data are viewable on this page. To view data outside of this range, please visit our data archive and download the raw data. \*Cells with fewer than 5 observations have been suppressed. All data included in this dashboard are preliminary and subject to change. Data Sources: COVID-19 Data provided by the Bureau of Infectious Disease and Laboratory Sciences and the Registry of Vital Records and Statistics; Created by the Massachusetts Department of Public Health, Bureau of Infectious Disease and Laboratory Sciences, Division of Surveillance, Analytics and Informatics. MDPH calculates rates per 100,000 population using denominators estimated by the University of Massachusetts Donahue Institute using a modified Hamilton-Perry model (Sirate S. et al. Small Area Population Estimates for 2011 through 2020, report, Oct 2016.) Please note: Data for these tables are based on information available in the MDPH surveillance database at a single point in time. Case counts for specific cities, towns, and counties change as data cleaning occurs (removal of duplicate reports within the system) and new demographic information (assigning cases to their city or town of residence) is obtained. Testing rates are calculated from the number of tests conducted in the geographic area divided by the population denominator (the number of people living in that geographic area). Rates are used to compare data between geographic areas that have different population sizes.

*Bristol County*



## Resignation

Belonging Committee

JOHN J HINDS &lt;[REDACTED]&gt;

7:05 PM



To leoncorrey [REDACTED], jessica. [REDACTED], bat [REDACTED]

Reply Forward Delete

Good Evening;

So three strikes and I'm out!

I've been to the two meetings and have had three conversations that I would say were uncomfortable, dictatorial, and unprofessional.

One in the meeting two after the meetings.

So I think there could be an issue with the D&amp;I part of the Belonging Committee.

But I wish you all the best and I hope the Committee turns out to be all you had hoped for! Keep my Town Survey document, no charge!

Take care and I hope you all enjoy your holidays,  
John HindsRECEIVED  
NOV 22 PM 3:06  
FALL RIVER  
MASS.

Ad Info

(//my.xfi

Mail: Hinds Hello



Mail: Next steps from our T...



## BOARDS AND COMMITTEES

<b>Board/Committees</b>	<b>Name</b>	<b>Title</b>
<b>Belonging Committee</b>	Leon Correy	
(Select Board Approved new committee	Greg Weider	
at 8/9/21 meeting)	<b>Vacant</b>	
	Diane Hahn	
<b>7 voting members</b>	Kylie Bateman	
SB, Police, Fire, school have advisory seats	Geoffrey Haworth II	
	Jessica Fidalgo	
	Jerome Pehha	Police Dept Advisory Rep
	<b>Vacant</b>	Fire Dept Advisory Rep
	Jill Sullivan	School Dept Advisory Rep
	<b>Vacant</b>	Select Board Advisory Rep