



Fairhaven Board of Selectmen

April 9, 2018 Meeting Minutes

Present: Chairman Robert Espindola Vice Chairman Daniel Freitas, Clerk Charles Murphy, Town Administrator Mark Rees, and Administrative Assistant Vicki Paquette.

Mr. Espindola called the meeting to order in the Town Hall Banquet Room at 6:36 p.m. The meeting was recorded by Cable Access. An audio recording was made for the purpose of minutes.

MINUTES

Mr. Freitas made a motion to approve the minutes as amended for February 26, 2018. Mr. Murphy seconded. Vote was unanimous. (3-0)

Mr. Freitas made a motion to approve the minutes as amended for March 12, 2018. Mr. Murphy seconded. Vote was unanimous. (3-0)

Mr. Freitas made a motion to approve the minutes as amended for March 19, 2018. Mr. Murphy seconded. Vote was unanimous. (3-0)

Mr. Freitas made a motion to approve the minutes as amended for March 26, 2018. Mr. Murphy seconded. Vote was unanimous. (3-0)

TOWN ADMINISTRATORS REPORT

Mr. Rees updated the Board on several matters:

- Mr. Rees read a press release from the Fairhaven Police Department regarding a motor vehicle accident that happened earlier in the day involving Police Chief Michael Myers
- Finance committee voted to approve the FY 19 General Fund Operating Budget with the exception of Economic Development
- Finance Committee voted to approve the FY 19 Water and Sewer Operating and Capital Budgets as recommended by the Board of Selectmen
- Finance Committee has voted to approve the FY 19 General Fund Operating Capital with the exception of the Rogers School project
- Fairhaven has been invited to apply for a Federal opportunity zone designation which if awarded will provide for tax incentives to promote economic development
- Work at Union Wharf continues

- Connie Brawders who was filling in for Bill Roth, former Planning Director has left this past Friday for a position in East Longmeadow
- The Planning Director position has been narrowed down to two finalists
- Health Agent, Mary Kellogg has received a \$30,000 recycling grant for the Town to reduce contamination
- Mr. Rees had lunch recently with Ed Washburn from the New Bedford Harbor Redevelopment Commission where they discussed dredging, Ocean Cluster, the fishing industry and other matters of joint interest
- The Marijuana Advisory Committee met last Wednesday and will break into three working groups and then meet again at a later date
- Mr. Rees will be attending the Fairhaven Improvement Association's annual dinner tomorrow night at the Wamsutta Club on April 10, 2018
- Mr. Rees will be attending the Mass Municipal Association Environmental Policy Committee meeting in Boston on April 11, 2018
- The Fairhaven Council on Aging will hold its volunteer appreciation luncheon this week on April 12, 2018
- The Wellness Fair is scheduled for this Thursday on April 12, 2018

COMMITTEE LIASON REPORT

Mr. Murphy update the Board regarding the Sister City Committee. There will be the annual Japanese Cherry Blossom Festival to be held on May 6, 2018 at the Whitfield-Manjiro House from 11-4. Also, that day Fairhaven High School will hold the Mr. Fairhaven contest from 2-4. Mr. Espindola reported to the Board that the 3rd annual Wellness Fair will be on Thursday April 12, 2018. Mr. Espindola challenged his fellow board members to compete in the step-challenge. Volleyball also meets on Sunday nights at 6:30 pm and Mr. Espindola recommends that others try to participate and join in the fun.

BOARD REORGANIZATION

Mr. Espindola turned the gavel over to Mr. Rees to run the meeting until a new chair is appointed. Mr. Rees thanked Mr. Espindola for his past year as Chairman.

Mr. Murphy made a motion to appoint Selectman Daniel Freitas Chairman of the Board of Selectmen. Mr. Espindola seconded. Vote was unanimous. (3-0). Mr. Rees then turned the gavel over to Chairman Freitas.

Mr. Espindola made a motion to appoint Selectman Charles Murphy as Vice-Chairman of the Board of Selectmen. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Murphy made a motion to appoint Mr. Espindola as Clerk for the Board of Selectmen. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Murphy made a motion to approve the Selectman's representative to the aforementioned Boards and Committees. Mr. Espindola seconded. Vote was unanimous. (3-0) (See Attachment A)

NATIONAL DAY OF PRAYER

Mr. Murphy made a motion to approve the National Day of Prayer on May 3, 2018 and the use of Town Hall steps or the auditorium if the weather is inclement. Mr. Espindola seconded. Vote was unanimous. (3-0)

FAIRHAVEN FIRE FIGHTERS LOCAL 1555

Mr. Espindola would like more information regarding this event and what the event is raising money for. The item was tabled until the next meeting.

WEST ISLAND REGATTA

Mr. Espindola made a motion to approve the West Island Regatta on July 28, 2018 and to waive the parking fees at Hoppy's Landing. Mr. Murphy seconded. Vote was unanimous. (3-0)

SAINT JOSEPH'S SCHOOL BLESSING OF THE BIKES

Mr. Murphy made a motion to approve the Saint Joseph's School Blessing of the Bikes on May 6, 2018, for a Special One Day All Alcohol License. Mr. Espindola seconded. Vote was unanimous. (3-0)

CONCERTS UNDER THE STARS

Mr. Murphy made a motion to approve the Fairhaven Improvement Association's Summer Concert Series to be held on July 12, 19, 26, 2018 and August 2 & 9, 2018 and to allow the event permit use of the auditorium in the case of inclement weather. Mr. Espindola seconded. Vote was unanimous. (3-0)

20 YANKEE LANE 61A

Mr. Rees explained to the Board that the applicant want to remove land from its current agricultural use and to change the classification for the use of a solar farm. The Planning Board has already met on this issue. Buzzards Bay Action Committee has no interest in this. Mr. Murphy made a motion not to exercise the right of first refusal. Mr. Espindola seconded. Vote was unanimous. (3-0)

BLUE WAVE CAPITAL PILOT AGREEMENT

Mr. Rees explained that there is an amendment to the original agreement with Blue Wave from two years ago. There was confusion over when the first payments were to start.

Mr. Murphy made a motion to sign the agreement with Blue Wave. Mr. Espindola seconded. Vote was unanimous. (3-0) (See Attachment B)

CABLE STUDIO

Chairman Freitas read a resolution in honor of Robert “Bobby” Bruso naming the cable studio in his memory. (See Attachment C) Mr. Espindola recognized the Cable Advisory Committee members who came up with the idea to honor Mr. Bruso’s memory. The members of the Committee are Dr. Barbara Acksen, Ronald Medina, Michelle Merrolla, and John Methia. Mr. Espindola read a letter from Dr. Acksen. (See Attachment D) Mr. Espindola also told the Board that the scholarship in Mr. Bruso’s name has been set up and he encouraged everyone to make a donation. Murphy made a motion for the Cable Studio to be named in Bobby Bruso’s memory. Mr. Espindola seconded. Vote was unanimous. (3-0).

AUTOMOTIVE DIAGNOSTIC

Mr. Rees explained that Automotive Diagnostic was the last of all the site plans that needed to be in compliance. Mr. Murphy made a motion to accept the site plan and issue a vehicle repair license for the remainder of 2018. Mr. Espindola seconded. Vote was unanimous. (3-0)

VACANT PROPERTY DATABASE

Mr. Espindola was informed by the Economic Development Committee (EDC) that the Town could use the support for technical service from the Southeastern Regional Planning and Economic Development District (SRPEDD) Mr. Espindola said the Planning Board has had hesitations regarding this service. Mr. Rees feels this is well worth using. Mr. Espindola explained to the Board that since the Planning is not “on board”, SPREDD will only allow 20 hours and that may not be enough hours to complete the database. Mr. Espindola would like to reach out to the Economic Development Committee for their support. Mr. Murphy made a motion to ask the Board to support going forward contingent upon EDC and authorize that the 20-hour allocation be delegated to EDC. Mr. Espindola seconded. Vote was unanimous (3-0) (See Attachment E)

TOWN MEETING PREPERATION

The Board discussed Article 15B: Billy’s Way, \$59,405, BPW Recommended and Citizen Petition. Mr. Murphy made a motion to reconsider the vote for Billy’s way and to change approval to “to be made at Town Meeting”. Mr. Espindola seconded. Vote was unanimous. (3-0)

The Board discussed Article 33: Petition to Legislature: Appointed Town Clerk. Mr. Murphy feels he is favoring keeping the position to be elected. Murphy saw the hard work the Town Clerk Eileen Lowney has done on the most recent election day and he was very impressed. Mr. Espindola thanked the Town Clerk Study Committee for their hard work. Mr. Espindola feels making this an appointed position would be better in the long run because the applicant pool can be opened up and they would be for the best interest of the Town. Mr. Freitas has not changed his position on this and still thinks this should be kept elected. He is worried since the most recent election only 6.24% of voters turned out and there could be a possibility that there may not have anyone run for the position of Town Clerk. Mr. Murphy made a motion to “yield to petitioner” for Article 33. Mr. Espindola seconded. Vote was unanimous. (3-0)

SELECTMENS SCHEDULE

This item was tabled until the next meeting.

VETERAN’S SERVICES AGENCY

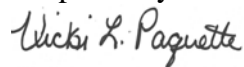
This item was tabled until the next meeting for further discussion.

OTHER BUSINESS

Mr. Murphy thanked all those that attended the M.O. L.I.F.E Gala. The date for next years gala will be April 6, 2019. Mr. Espindola showed the Board the most recent issue of the Beacon and made mention of several articles that he thought were of interest.

Mr. Murphy made a motion to adjourn at 7:40 pm. Mr. Espindola seconded. Vote was unanimous. (3-0)

Respectfully



Vicki L. Paquette
Administrative Assistant
(Approved 4/30/2018)

Documents appended:

- A: Selectmen Representatives to Boards and Committees**
- B: Blue Wave agreement**
- C: Bobby Brusio Resolution**
- D: Dr. Acksen's message**
- E: SRPEDD memorandum**

Attachment A

SELECTMEN REPRESENTATIVES TO OTHER BOARDS (as of 4/09/2018)

Charlie Murphy - Contract Compliance Officer

Charlie Murphy - Affirmative Action Officer

Charlie Murphy - Fair Housing Coordinator

Robert Espindola - Millicent Library Board of Trustees

Dan Freitas - Bristol County Advisory Board

Charlie Murphy - Sister City Committee

Charlie Murphy - Fire Apparatus Study Committee

Dan Freitas - Historical Commission

Dan Freitas - Marine Resources Committee

Robert Espindola - Southeastern Regional Transit Authority Board

Robert Espindola - Cable Advisory Committee

Dan Freitas - Local Emergency Planning Committee

Robert Espindola - Southeastern Regional Planning and Economic Development District Advisory Council alternate

Dan Freitas - Rogers Study Committee

Robert Espindola - Economic Development Committee

Charlie Murphy – Lagoa Friendship Committee

Robert Espindola – Wellness Committee

AGREEMENT
FOR PAYMENT IN LIEU OF TAXES
FOR PERSONAL PROPERTY

between

BWC Origination Fairhaven One, LLC

and

Town of Fairhaven, MA

dated as of May 23, 2016

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR PERSONAL PROPERTY

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR PERSONAL PROPERTY (the "Agreement") is made and entered into as of this 23rd day of May, 2016 by and between BWC Origination Fairhaven One, LLC, a Delaware limited liability company with a principal place of business at 137 Newbury Street, 4th Floor, Boston, Massachusetts 02116 ("Developer"), the TOWN OF FAIRHAVEN, a municipal corporation duly established by law and located in Bristol County, Commonwealth of Massachusetts and unless otherwise expressly stated, acting in all instances, by and through its Board of Selectmen (the "Town"). Developer and the Town are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party".

WHEREAS, Developer plans to build, own and operate a photovoltaic power plant with an expected direct current ("DC") nameplate capacity of approximately 1.096 megawatts ("MW") on approximately a ten (10.79) acres of land located at 211 Mill Road, Fairhaven, Massachusetts, (the "Project") such land being more particularly described in Exhibit A (the "Property");

WHEREAS, it is the intention of the Parties that Developer make annual payments to the Town for the term of this Agreement in lieu of personal property taxes on the Project, in accordance with M.G.L. c. 59, § 38H(b) (Acts of 1997 Chapter 164, Section 71(b), as amended) and the Massachusetts Department of Revenue regulations adopted in connection therewith;

WHEREAS, because both Developer and the Town need an accurate projection of their respective expenses and revenues with respect to the personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable personal property incorporated within the Project for the term of the Agreement;

WHEREAS, the Parties intend that, during the term of the Agreement, Developer will not be assessed for any statutory personal property taxes to which it might otherwise be subjected under Massachusetts law, and this Agreement will provide for the exclusive payments in lieu of such personal property taxes that Developer (or any successor owner of the Project) will be obligated to make to the Town with respect to the Project during the term hereof, provided, however, that the Parties do not intend for this Agreement to affect any direct payments for services provided by the Town to the Project, including but not limited to, permit fees, consultant services associated with any permit applications, water and sewer services, and similar payment obligations not in the nature of personal property taxes that Developer is otherwise obligated to pay the Town;

WHEREAS, the Town is authorized to enter into this Agreement with Developer, provided the payments in lieu of personal property taxes over the life of the Agreement are expected at inception to approximate the property tax payments that would otherwise be determined under M.G.L. c. 59 based upon the full and fair cash valuation of the Project;

WHEREAS, the parties recognize that the taxes due under M.G.L. c. 59 based upon the full and fair cash valuation of the Project would result in a tax burden which would be highest at the inception of the Project and would decline over the life of the Project, and that as a result of their agreement to a schedule of fixed annual payments there will be an accruing tax burden as set forth

in Exhibit B (the "Accrued Tax Burden") which will be paid over the term of the Agreement, and;

WHEREAS, the Parties have reached this Agreement after good faith negotiations:

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Payment in Lieu of Personal Property Taxes. Except as otherwise provided in this Agreement with respect to payment of the Accrued Tax Burden, Developer agrees to make payments to the Town in lieu of personal property taxes for a period of twenty (20) consecutive fiscal tax years, commencing with the fiscal tax year following the first January 1 on or after the Commercial Operations Date (as defined below) (the "Term") at a rate of \$18,550 per MW DC capacity of the Project per annum. Each annual payment will be paid to the Town in two (2) equal installments during the term of this Agreement and the annual payment amount and payment date will be noted on a semi-annual bill issued by the Town to the Developer. Except to the extent that Paragraph 2 of the Agreement provides otherwise, Developer agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor, revaluation or reduction in the Town's tax rate or assessment percentage beyond that anticipated by the Parties and already reflected in reflected in the agreed per megawatt rate, and the Town agrees that the payments in lieu of taxes will not be increased on account of an inflation factor, revaluation or increase in the Town's tax rate or assessment percentage beyond that anticipated by the Parties.

2. Adjustments to Annual Payments. Adjustments to Annual Payments shall be made, if at all, only in accordance with this Paragraph 2.

a. DC Nameplate Capacity Changes. If, as of the date Developer receives from the local electric utility written authorization to interconnect and commence operations of the Project (the "Commercial Operations Date"), the installed DC nameplate capacity of the Project is more or less than the capacity set forth herein by more than 0.001 MW, the remaining Annual Payments shall be increased (if more) or decreased (if less) by a unit price of Eighteen Thousand Five Hundred Fifty Dollars and Zero Cents (\$18,550.00) per MW DC for each MW (or portion thereof) change in such capacity. In addition, if after the Commercial Operations Date, as a result of the addition, replacement, enhancement, or removal of Project equipment, improvements or other property, the installed DC nameplate capacity of the Project is increased or decreased by more than 0.001 MW, such remaining Annual Payments shall be similarly adjusted for each MW change in such capacity, provided that in the event of a decrease, the Developer will make an additional annual payment in the amount of the Accrued Tax Burden on the effective date of the decrease, as set forth in Exhibit B, divided by the number of years remaining in the term of the Agreement, and provided that, in the event of a removal resulting in a decrease in Annual Payments, such decrease shall not be effective unless and until the Project equipment, improvements or other property have been removed from the Project. Within fourteen (14) days following the Commercial Operations Date, Developer shall provide written notice to the Town certifying that date and the DC and AC nameplate capacity of the Project as installed as of that date.

b. Notice of Changes in Capacity. Within fourteen (14) days prior to the addition, replacement, removal or enhancement of Project equipment, improvements or other property resulting in a change in DC nameplate capacity, Developer shall provide written notice to the Town describing, in reasonable detail, the equipment, improvements or other property added, replaced, removed or enhanced; the resulting change in DC nameplate capacity; a proposed adjustment to Annual Payments under Paragraph 2; and the basis for such change in capacity. Developer shall obtain prior approval from the Town, acting by and through its Board of Selectmen, of such change resulting in a decrease in capacity.

3. Inventory and Inspection. Within six (6) months after the Commercial Operations Date, Developer shall prepare and provide to the Town, and the Parties will subsequently agree on a mutually acceptable inventory of personal property incorporated into the Project as of the Commercial Operations Date (the "Inventory"). To the extent that inventory should change, Developer will promptly update the said Inventory and submit the same to the Town, for approval by the Parties. The Town, its officers, employees and consultants and representatives shall have the right upon not less than ten (10) days prior written notice (except in an emergency) to periodically inspect the Project, on reasonable prior notice to Developer, for the purpose of confirming and verifying the Project and compliance with this Agreement. During any such inspection, the Town shall comply with all reasonable Developer safety requirements. Developer's representative may, at the Developer's sole election, accompany the Town on all such inspections.

4. Payment Collection, Security. The provisions of M.G.L. c. 60 and other applicable law will govern the collection of any payments in lieu of taxes provided for in this Agreement as though they were personal property taxes due and payable to the Town. In addition to any provisions of law applicable to the collection of payments under this Agreement, the Developer will provide the Town with security for all payments for the term of the Agreement in the form of collateral, a letter of credit, surety, or such other form of security as shall be satisfactory to the Town in its reasonable discretion. The amount of security shall not be in excess of the largest annual Accrued Tax Burden set forth on Exhibit B, not in excess of Sixty One Thousand Forty One Dollars (\$61,041.00)

5. Tax Status, Separate Tax Lot. The Town agrees that during the term of this Agreement, the Town will not assess Developer for any personal property taxes with respect to the Project or the Property to which Developer might otherwise be subject under Massachusetts law, and the Town agrees that this Agreement will exclusively govern the payments of all ad valorem personal property taxes and payments in lieu of such taxes that Developer will be obligated to make to the Town with respect to the Project and the Property, provided, however, that this Agreement is not intended to affect, and will not preclude, other assessments of general applicability by the Town for excise taxes on vehicles due pursuant to M.G.L. c. 60A and for services provided by the Town to the Project, including but not limited to, permit fees and consultant services.

The Town agrees that no personal property taxes will be due from or assessed to Developer with regard to the Project other than the payments in lieu of taxes described in this Agreement.

6. Successors and Assigns. This Agreement will be binding upon the successors and assigns of Developer, and the obligations created hereunder will run with the Property and the Project. In

the event that Developer sells, transfers, leases or assigns the Property or all or substantially all of its interest in the Project, this Agreement will thereafter be binding on the purchaser, transferee, lessee or assignee. A Notice of this Agreement may be recorded in the applicable Registry of Deeds forthwith upon execution. In the event of bankruptcy filing by the Developer, the Accrued Tax Burden shall be due and payable within thirty (30) days, and the Town may revoke this Agreement. In the event that the successor or assign of Developer is a tax-exempt entity, the Accrued Tax Burden, and the remaining payments due to the Town as part of this agreement will be paid in a lump sum using a discount rate of ten (10%) percent to calculate the Net Present Value of the remaining future payments due.

7. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent that such value is determinable as of the date of this Agreement in accordance with M.G.L. c.59, § 38H. Each Party was represented by counsel in the negotiation and preparation of this Agreement and has entered into this Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in the electric utility industry in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The Town acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the Town. Developer acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.

8. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain.

9. Partial Invalidity. If, for any reason, including a change in applicable law, a property tax is imposed on the Project or the Property in addition to the payments in lieu of taxes due under this Agreement, the payments in lieu of taxes due under this Agreement will be decreased on an annual basis by the amount of the property taxes actually paid to the Town for each year. If for any reason, including a change in applicable law, a payment in lieu of taxes is provided for that is less than that provided for in Paragraph 1 of this Agreement, any amount provided for in this Agreement over and above such lesser amount shall be considered a payment by Developer to the Town as the host community of the Project. In no event, except as provided for in Paragraph 2 hereof, shall the payment amounts provided for herein be reduced below the level called for in Paragraph 1.

10. **Notices.** All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To: Developer

BWC Origination Fairhaven One, LLC
c/o BlueWave Capital, LLC
137 Newbury Street, 4th Floor
Boston, MA 02116
Attn: CEO

To: Town of Fairhaven

Board of Selectmen
Town Hall
Center Street
Fairhaven, MA 02719
Attn: Town Administrator

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. **Applicable Law.** This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts. The Parties each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Venue for any action brought hereunder shall be the courts of Bristol County, Massachusetts.

12. **Good Faith.** The Parties shall act in good faith to carry out and implement this Agreement.

13. **Force Majeure.** The Parties recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party. These events are referred to as "**Force Majeure**". As used herein, Force Majeure includes, without limitation, the following events:

- a. Acts of god including floods, winds, storms, earthquake, fire or other natural calamity;
- b. Acts of War or other civil insurrection or terrorism; or
- c. Taking by eminent domain by any governmental entity of all or a portion of the

Property or the Project.

In the event an event of Force Majeure occurs during the term of this Agreement with respect to any portion of the Property or Project that renders the Property or Project unusable for the customary purpose of the production of electricity for a period of more than sixty (60) days, then Developer may, at its election, notify the Town of the existence of this condition as well as of its decision whether or not to rebuild that portion of the Property or Project so damaged or destroyed or taken.

The Developer may elect not to rebuild that portion of the Project that has been damaged or taken, but to continue with the Agreement as to the remaining portion of the Project, in which case the Accrued Tax Burden for the damaged or taken portion of the Project shall be immediately due and payable, and the Developer may notify the Town of its termination of all other provisions of this Agreement as it relates to the damaged or taken portion of the Project, and the damaged or taken portion of the Property and Project will thereafter be assessed and taxed as though this Agreement does not exist, to the extent further taxation of the damaged or taken portion of the Project is applicable.

In the alternative, the Developer may elect not to rebuild that portion of the Project that has been damaged or taken, and to terminate the Agreement as to the whole Project, in which case the Accrued Tax Burden shall be immediately due and payable in full, and the Developer shall notify the Town of its termination of all other provisions of this Agreement and the whole Property and Project will thereafter be assessed and taxed as though this Agreement does not exist, to the extent further taxation of the Project is applicable.

14. **Covenants of Developer.** During the term of the Agreement, Developer will not voluntarily do any of the following:

- a. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement, except as expressly provided herein;
- b. convey by sale, lease, assignment or otherwise any interest in the Project to any entity or organization that qualifies as a charitable organization pursuant to M.G.L. c.59 Section 5 (Third); or
- c. fail to pay the Town all amounts due hereunder when due in accordance with the terms of this Agreement.

15. **Representation and Warranty of Developer.** Developer represents and warrants:

- a. It is a corporation or other business entity duly organized, validly existing and in good standing under the laws of the state in which it was formed, and if a foreign corporation or entity, is, to the full extent required by law or regulation, registered with the Massachusetts Secretary of the Commonwealth, and has full power and authority to carry on its business as it is now being conducted.

b. This Agreement constitutes the legal, valid and binding obligation of Developer enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally or by general equitable principles.

c. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.

d. None of the documents or information furnished by or on behalf of Developer to the Town in connection with the negotiation and execution of this Agreement contains any untrue, false or inaccurate statement of a material fact or omits to state any material fact required to be stated therein, or necessary to ensure that the statements contained herein or therein, in the light of the circumstances in which they were made, are not misleading.

e. The person executing this Agreement on behalf of Developer has the full power and authority to bind it to each and every provision of this Agreement.

f. Developer is a "generation company" as such term is used and defined in M.G.L. c. 59, § 38H(b) and M.G.L. c. 164, § 1 (or their successor provisions).

16. Covenants of the Town. So long as Developer is not in breach of this Agreement during its term, and except as authorized in this Agreement, the Town will not do any of the following:

a. seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement;

b. seek to collect from Developer any property tax upon the Project or any other improvement thereon for which Developer is not the responsible party in addition to the amounts herein;

c. impose any lien or other encumbrance upon the Property or the improvements thereon (including the Project) except as is expressly provided herein;

17. Certification of Tax Compliance. Pursuant to M.G.L. c. 62C, § 49A the undersigned Developer by its duly authorized representative certifies that it is in tax compliance with the tax laws of the Commonwealth of Massachusetts.

18. Enforceability. Developer and the Town understand and agree that this Agreement shall be null and void and that except for the obligation for the payment of the Accrued Tax Burden no portion of this Agreement shall be enforceable, if: (a) this Agreement, or any material portion of this Agreement, is determined or declared to be illegal, void, or unenforceable; or (b) Developer or any successor or assignee of Developer, if any, is not a "generation company" as such term is used or defined in M.G.L. c. 59, § 38H (b), and M.G.L. c. 164, § 1 (or their successor provisions).

19. Default. It shall be a default of this Agreement if the Developer or any successor or assignee

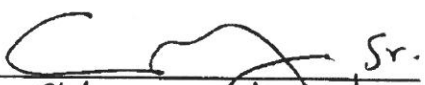
violates any of the terms and conditions of this Agreement, provided, in the event of such violation, the Developer or its successor or assignee has not cured such violation within thirty (30) calendar days of receipt of written notice of such violation or Developer or its successor or assignee notifies the Town prior to the expiration of said thirty (30) calendar period that it does not intend to cure such violation. In the event of such default the Accrued Tax Burden shall be immediately due and payable, and the obligations of the Town shall be terminated.

20. Successor Agreement. Unless otherwise undertaken beforehand, not less than six (6) months proper to the last payment called for in Paragraph 1 above, the Parties may meet and negotiate a successor agreement to the within Agreement governing the tax treatment of the Project and/or the continuation of payments to the Town of Fairhaven as the host community for the Project.

(Signature Page Follows)

Executed under seal by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TOWN OF FAIRHAVEN, acting by and through its Board of Selectmen


By: Charles K. Murphy Sr.
Title: Chairman Board of Selectmen
Date: 5-23-16

BWC ORIGATION FAIRHAVEN ONE, LLC

By: MS BlueWave Finance Holdings I, LLC, its Sole Member
By: MS BlueWave I, LLC, its Sole Member
By: BlueWave Investco, LLC, Its Manager
By: BWC Holdings, LLC, Its Managing Manager



By: Trevor J.F. Hardy
Title: Manager
Date: 5/19/16

EXHIBIT A
Legal Description

The Property:

Portion of Assessor's Map 36, Lot 14, Mill Road & Bridge Street, Fairhaven, Massachusetts

Beginning at a concrete bound along the easterly sideline of Mill Road and the southwesterly property corner of Lot 13S on the Town of Fairhaven Assessor's Map 36, now or formerly land of Keith W. and Margo Ruggiero and being the northwest corner of the parcel herein described, thence;

N 42°00'30" E a distance of 249.27' along land now or formerly land of Keith W. and Margo Ruggiero, thence;

N 66°53'57" E a distance of 367.24' along land now or formerly land of Keith W. & Margo Ruggiero, thence;

N 67°34'12" E a distance of 33.31' along land now or formerly land of Macy F. III & Sharon A. Joseph;

S 16°15'00" E a distance of 851.95' along land now or formerly of Philip Y. Denormandie and land now or formerly of Joseph S. August, Karen Goodhue and Gertrude August, thence;

S 84°16'34" W a distance of 686.70' along land now or formerly of Philip Y. Denormandie, thence; N 09°41'53" W a distance of 185.06' along the easterly sideline of Mill Road, thence;

N 09°15'20" W a distance of 340.90' along the easterly sideline of Mill Road, thence;

Along a curve turning to the right with an arc length of 25.90', with a radius of 1970.00', with a chord bearing of N 10°03'20" W, with a chord length of 25.90' along the easterly sideline of Mill Road, to the point of beginning;

Said Lease Area having an area of approximately 10.792 acres.

EXHIBIT B
Payment and Accrued Tax Burden Schedule

Year	Annual Tax Payment*	Accrued Tax Burden
FY2016	\$20,330	\$31,736
FY2017	\$20,330	\$42,872
FY2018	\$20,330	\$51,117
FY2019	\$20,330	\$56,737
FY2020	\$20,330	\$59,971
FY2021	\$20,330	\$61,041
FY2022	\$20,330	\$60,144
FY2023	\$20,330	\$57,461
FY2024	\$20,330	\$53,156
FY2025	\$20,330	\$47,379
FY2026	\$20,330	\$41,784
FY2027	\$20,330	\$36,374
FY2028	\$20,330	\$31,149
FY2029	\$20,330	\$26,114
FY2030	\$20,330	\$21,269
FY2031	\$20,330	\$16,619
FY2032	\$20,330	\$12,164
FY2033	\$20,330	\$7,907
FY2034	\$20,330	\$3,852
FY2035	\$20,330	\$0

*Based on a rate of \$18,550 per MW DC and a DC nameplate capacity 1.096 MW.

211 Mill Road, Fairhaven, MA

Date: 5/5/2016

System Information	
System Size (MW DC)	1.096
System Size (Watts DC)	1,096,000
Cost Per Watt	\$ 1.94
First Cost	\$ 2,129,505

Depreciation Schedule	
Investment Tax Credit Value	30%
Depreciation Schedule	25% by Year 10
Year 2-10 Depreciation Rate	10.3%

Actual Tax Burden	
Year 1 Tax Rate	0.02445
Annual Tax Increase	1.25%
Average Tax Burden	\$ 20,330
Tax Burden Total	\$ 406,610

Proposed Payments	
Annual Tax Payment	\$ 20,330
Tax Payment Total	\$ 406,610

Year	Value	Tax Rate	Tax Burden	Tax Burden per MWDC	Tax Payment per MWDC	Proposed Tax Payment	Accrued Tax Burden
2016	\$ 2,129,505	0.02445	\$ 52,066	\$ 47,506	\$ 18,550	\$ 20,330	\$ 31,736
2017	\$ 1,271,102	0.02476	\$ 31,467	\$ 28,711	\$ 18,550	\$ 20,330	\$ 42,872
2018	\$ 1,140,051	0.02507	\$ 28,575	\$ 26,072	\$ 18,550	\$ 20,330	\$ 51,117
2019	\$ 1,022,512	0.02538	\$ 25,950	\$ 23,677	\$ 18,550	\$ 20,330	\$ 56,737
2020	\$ 917,091	0.02570	\$ 23,565	\$ 21,501	\$ 18,550	\$ 20,330	\$ 59,971
2021	\$ 822,539	0.02602	\$ 21,400	\$ 19,525	\$ 18,550	\$ 20,330	\$ 61,041
2022	\$ 737,735	0.02634	\$ 19,433	\$ 17,731	\$ 18,550	\$ 20,330	\$ 60,144
2023	\$ 661,674	0.02667	\$ 17,648	\$ 16,102	\$ 18,550	\$ 20,330	\$ 57,461
2024	\$ 593,456	0.02700	\$ 16,026	\$ 14,622	\$ 18,550	\$ 20,330	\$ 53,156
2025	\$ 532,272	0.02734	\$ 14,553	\$ 13,279	\$ 18,550	\$ 20,330	\$ 47,379
2026	\$ 532,272	0.02768	\$ 14,735	\$ 13,445	\$ 18,550	\$ 20,330	\$ 41,784
2027	\$ 532,272	0.02803	\$ 14,920	\$ 13,613	\$ 18,550	\$ 20,330	\$ 36,374
2028	\$ 532,272	0.02838	\$ 15,106	\$ 13,783	\$ 18,550	\$ 20,330	\$ 31,149
2029	\$ 532,272	0.02874	\$ 15,295	\$ 13,955	\$ 18,550	\$ 20,330	\$ 26,114
2030	\$ 532,272	0.02909	\$ 15,486	\$ 14,130	\$ 18,550	\$ 20,330	\$ 21,269
2031	\$ 532,272	0.02946	\$ 15,680	\$ 14,306	\$ 18,550	\$ 20,330	\$ 16,619
2032	\$ 532,272	0.02983	\$ 15,876	\$ 14,485	\$ 18,550	\$ 20,330	\$ 12,164
2033	\$ 532,272	0.03020	\$ 16,074	\$ 14,666	\$ 18,550	\$ 20,330	\$ 7,907
2034	\$ 532,272	0.03058	\$ 16,275	\$ 14,850	\$ 18,550	\$ 20,330	\$ 3,852
2035	\$ 532,272	0.03096	\$ 16,479	\$ 15,035	\$ 18,550	\$ 20,330	\$ (0)
Total			\$ 406,610			\$ 406,610	
Annual Average			\$ 20,330		\$ 18,550	\$ 20,330	

EXHIBIT B (AS AMENDED)
Payment and Accrued Tax Burden Schedule

Year	Annual Tax Payment*	Accrued Tax Burden
FY2017	\$20,330	\$31,736
FY2018	\$20,330	\$42,872
FY2019	\$20,330	\$51,117
FY2020	\$20,330	\$56,737
FY2021	\$20,330	\$59,971
FY2022	\$20,330	\$61,041
FY2023	\$20,330	\$60,144
FY2024	\$20,330	\$57,461
FY2025	\$20,330	\$53,156
FY2026	\$20,330	\$47,379
FY2027	\$20,330	\$41,784
FY2028	\$20,330	\$36,374
FY2029	\$20,330	\$31,149
FY2030	\$20,330	\$26,114
FY2031	\$20,330	\$21,269
FY2032	\$20,330	\$16,619
FY2033	\$20,330	\$12,164
FY2034	\$20,330	\$7,907
FY2035	\$20,330	\$3,852
FY2036	\$20,330	\$0

*Based on a rate of \$18,550 per MW DC and a DC nameplate capacity 1.096 MW.

AMENDMENT TO PILOT AGREEMENT

This AMENDMENT TO PILOT AGREEMENT (the “**Amendment**”), is dated as of April __, 2018 (the “**Effective Date**”), and is entered into by and between BWC Origination Fairhaven One, LLC, a Delaware limited liability company (“**Developer**”) and The Town of Fairhaven, a municipal corporation duly established by law and located in Bristol County, Commonwealth of Massachusetts (the “**Town**”).

Recitals

A. Developer and the Town entered into that certain Agreement for Payment in Lieu of Taxes for Personal Property, dated as of May 23, 2016 (the “**PILOT Agreement**”), in connection with Developer’s planned construction of a solar photovoltaic facility in Fairhaven, Massachusetts (the “**Facility**”).

B. Pursuant to Section 2 of the PILOT Agreement, Developer notified the Town that the Facility’s Commercial Operation Date was May 10, 2016.

C. Developer and the Town now wish to amend the PILOT Agreement as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the foregoing recitals and further acknowledge and agree as follows:

1. Defined Terms. All capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the PILOT Agreement.

2. Amendment.

(a) Section 1 of the PILOT Agreement is hereby amended by replacing the phrase “following the first January 1 on or after the Commercial Operations Date (as defined below)” with “2017 (July 1, 2016 through June 30, 2017)”.

(b) Section 5 of the PILOT Agreement is hereby amended by replacing the phrase “during the term of this Agreement” with “from the date of this Agreement through the end of the Term”.

(c) Exhibit B of the PILOT Agreement is hereby amended by adjusting the Fiscal Years referenced in the Year column to refer to FY2017 through FY2036.

3. Implementation. The Parties agree that this Amendment shall be implemented in the following manner:

(i) within seven (7) days following the Effective Date, the Town shall deliver to Developer (A) evidence of the Town’s withdrawal of the manual personal property tax bill for FY2016 and manual supplemental personal property tax bill for FY2017 transmitted to Developer by letter dated as of July 24, 2017 and (B) an invoice for the

\$20,330.00 annual payment shown on Exhibit B (as amended) for FY2017 *less* the amount of \$12,063.89 that Developer previously paid to the Town in response to conventional personal property tax bills issued by the Town to Developer for such amount *plus* \$2,170 to defray legal expenses incurred by the Town;

(ii) within seven (7) days following Developer's receipt of the evidence of withdrawal of the manual personal property tax bills specified above and the invoice specified above, Developer shall pay such invoiced amount; and

(iii) upon receipt of the payment specified above, the Town shall promptly, and in any event within seven (7) days, -prepare and file with the New Bedford Superior Court a stipulation of dismissal with prejudice of the Verified Complaint, dated March 6, 2018, in *The Town of Fairhaven v. BWC Origination Fairhaven One, LLC* (to which the Town hereby agrees that Developer shall not be required to file an answer).

4. All terms and provisions of the PILOT Agreement, as modified hereby, are hereby ratified and confirmed and shall be and remain in full force and effect.

5. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which, together, shall constitute one instrument. The parties may exchange signatures electronically, with each electronic copy of each signature being deemed the same as an original.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment under seal on and as of the Effective Date.

DEVELOPER:

BWC ORIGATION FAIRHAVEN ONE, LLC

By: MS BlueWave Finance Holdings I, LLC, its sole Member

By: MS BlueWave I, LLC, its sole Member

By: BlueWave Investco, LLC, its Manager

By: BWC Holdings, LLC, its Managing Member

By: _____
Trevor Hardy
Manager

TOWN:

THE TOWN OF FAIRHAVEN, acting by and through its Board of Selectmen

By: _____
Name: Robert J. Espindola
Title: Chairman



Town of Fairhaven
Board of Selectmen

Resolution

Whereas; Robert J. (Bobby) Bruso was hired as the Town's first full time Local Access Cable Television Director on February 2, 2017,

Whereas; Mr. Bruso immediately began to stabilize and modernize the Town's local cable programming including purchasing state of the art production and studio equipment,

Whereas; Mr. Bruso brought enthusiasm and energy to his job that encouraged and motivated numerous others to become involved in community television,

Whereas; Mr. Bruso had a magnetic personality, was a pleasure to work with and never said no to a request for assistance,

Whereas; Mr. Bruso passed away on February 13, 2018 after a sudden and unexpected illness,

Now therefore, be it resolved by the Fairhaven Board of Selectmen: that in recognition to the many contributions **Mr. Bruso** made to the Town of Fairhaven during his brief time with us that the Television Studio that he caused to be built in the Fairhaven Town Hall be named in his memory and that we direct that an appropriate plaque be installed at the studio memorializing this action.

By vote of the Fairhaven Board of Selectmen on April 9, 2018

Robert J. Espindola

Daniel Freitas

Charles K. Murphy, Sr.

Vicki Paquette

Attachment D

From: Bob Espindola
Sent: Monday, April 9, 2018 7:52 PM
To: Vicki Paquette; neighbnews@comcast.net
Subject: Fwd: Resolution

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

From: BARBARA ACKSEN <backsen@comcast.net>
Date: Mon, Apr 9, 2018 at 5:43 PM
Subject: Resolution
To: Bob Espindola <selectmanbobespindola@gmail.com>

Bob

I am so sorry i cannot attend as I have another meeting. Could you please read the following for me at the BOS meeting.

Gentlemen

Thank you so much for passing this resolution to name the studio in Bobby's memory. Bobby was a special person who combined ability,creativity,passion for his work and his life. He had so many ideas and plans for the studio and the cable access station. Hopefully naming the studio in his memory will inspire us to fulfill those plans and keep him in our memory.

Sincerely

Barbara Acksen.

**Southeastern Regional Planning and Economic Development District
88 Broadway, Taunton, MA 02780
Phone # 508-824-1367 Fax # 508-823-1803**

MEMORANDUM

TO: SRPEDD Commissioners
FROM: Deborah Melino-Wender, Chair
DATE: July 26, 2017
RE: Municipal Assistance

I am pleased to announce that SRPEDD is again allocating 20 hours of municipal assistance to each commissioner. This time may be used through you by the Board you represent or may be donated to another board or committee in your municipality.

The Municipal Assistance Program is described on the enclosed sheet, "SRPEDD Municipal Assistance Services". We have also enclosed a Municipal Assistance Request Form.

Some projects, such as the preparation of detailed maps, may require the direct expenditure of money for materials or outside services. Commissioners requesting this type of project should be aware that SRPEDD would need to be reimbursed for these direct expenses. In cases where direct expenditures are needed, we recommend a meeting with the staff to discuss the project. A scope of services, cost estimate and draft contract (if needed) are developed at this meeting for local review and approval.

In addition to twenty hours of staff time available through each commissioner, SRPEDD will undertake additional work under contract. By combining Municipal Assistance (free) time with a contract, we can undertake larger projects at a more reasonable cost.

Your twenty hours per commissioner of MA time will be held until March 31, 2018 and can be claimed by filling in and returning the attached form. After that date, requests can still be submitted, however, staff availability will determine to undertake the work. If you have any questions, please contact Don Sullivan or Sandy Conaty. We look forward to working with you and your community.

SRPEDD
MUNICIPAL ASSISTANCE SERVICES
(508) 824-1367/ Fax # (508) 823-1803
Email: dsullivan@srpedd.org
sconaty@srpedd.org
88 Broadway, Taunton, MA 02780

The Southeastern Regional Planning and Economic Development District offers a variety of services to cities and towns within the region. Services may be provided, without charge, as a benefit of the 17.829 cents per capita assessment paid each year. Each SRPEDD commissioner is entitled to 20 hours of staff time per year for use by the board they represent. Some of the services available include:

ZONING BY-LAW/ REGULATION AMENDMENTS

SRPEDD can provide a wide range of Zoning By-Law and Subdivision Rules and Regulations amendments to address local concerns. Examples of other by-laws, regulations from the district as well as technical review of existing and proposed amendments are also available.

EXPEDITED PERMITTING

As part of a statewide effort, SRPEDD is working with Communities to enhance economic development through a more efficient permitting process. SRPEDD staff is available to assist in either the State Chapter 43D streamlined permitting program or in developing a local approach tailored to the individual municipality.

GREEN COMMUNITIES

SRPEDD will assist communities that wish to qualify as a Green Community as outlined in MGL. c. 25A s.10(c). Qualifying as a Green Community allows a community to be eligible for future Green Community grants.

COMMUNITY PLANNING

SRPEDD is available to assist communities in a variety of planning efforts including workshops, presentations, background data, updating sections of plans and mapping. Complete updates or preparation of new Master Plans and/or Open Space and Recreation Plans are done at cost.

ECONOMIC DEVELOPMENT PLANNING

SRPEDD can provide assistance in development of economic development strategies and project development. Staff is also able to assist with grant preparation, implementation and project management.

ENVIRONMENTAL REVIEWS

SRPEDD is available to undertake environmental reviews of subdivisions under local regulations and /or large developments under MEPA. The scope of our review can be modified to accommodate specific local concerns.

LOCAL TRAFFIC COUNTS / TRANSPORTATION STUDIES

SRPEDD can conduct traffic counts along roadways for local communities. Traffic counts involving turning movements at intersections are done at cost. Staff can also provide local traffic studies, free of charge subject to MassDOT approval.

PAVEMENT MANAGEMENT / TRANSPORTATION ENHANCEMENT PROJECTS

Working with communities, SRPEDD can provide a computerized pavement management system for local roads to assist in the expenditure of maintenance funds. Staff is also available to help your community obtain federal funds for various enhancement projects including but not limited to bike paths, highway beautification, runoff control and historic preservation.

COMPLETE STREETS PROGRAM

Working with communities, SRPEDD can prepare the MassDOT Complete Streets application to allow participation under the Tier 2 portion of the program that provides access to funds for the development of a Prioritization Plan enabling eligibility for construction funds.

G.I.S. MAPPING AND DATA CENTER

Our Geographic Information System (G.I.S.) database includes roads, zoning, land use, aquifers, open space, zoning and wetlands. Shared mapping services with communities covering a wider range of data including assessor, police, fire, and public works information can be provided at cost. Our Data Center is available to assist your communities with population projection, school enrollment projections and census information.

FOR FURTHER INFORMATION

Contact your SRPEDD Commissioner, Don Sullivan (dsullivan@srpedd.org), or Sandy Conaty (sconaty@srpedd.org) at (508) 824-1367. Information is also available on our web site at www.srpedd.org/technical-assistance.