



FAIRHAVEN SELECT BOARD AGENDA

October 23, 2023, 6:30 p.m.

Town Hall – 40 Center Street – Fairhaven

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

On March 24, 2023, the bill to extend Open Meeting Law regulations governing remote participation has passed MA legislation and been signed by the Governor. This bill will allow remote and hybrid meeting options for public bodies through March 31, 2025.

Pursuant to an amendment to Town Bylaw Chapter 50 § 13, all government meetings are available through web/video conference and are recorded.

A. PUBLIC HEARINGS

1. 6:40 p.m. – Eversource Installation of 1 new FO pole and conduit under public road-Causeway Rd.
2. 6:50 p.m. – Alves Way Street Acceptance Hearing

B. EXECUTIVE SESSION

Pursuant to G.L. c. 30A, § 21(a)(1) To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual (Peter DeTerra)

Pursuant to G.L. c. 30A, s. 21(a)(7) To comply with, or act under the authority of, G.L. c. 30A, s. 22, to review the minutes of Executive Sessions on August 7, 2023

C. MINUTES

1. Approve the minutes of October 11, 2023 – Joint Meeting with Finance Committee
2. Approve Executive Session minutes of August 7, 2023 (continued from September 18, 2023)

D. TOWN ADMINISTRATOR

1. Staffing Updates
2. Unsheltered Families Update
3. Financial Policy Committee Update
4. Historical Commission resignation: Kari Tyler
5. Library Trustee Vacancy
6. Diversity, acceptance and respect
7. Board/Committee Handbook and Policies Update
8. Departmental Updates
9. Town Hall Lights
10. Other

E. ACTION / DISCUSSION

1. Fairhaven Firefighter Swearing In
2. Planning Board Appointment
3. Rasputin's Tavern Deliberation
4. Creation of Gift Account-Unsheltered Families
5. Recognition of M.O. L.I.F.E 2023 Katie Brienzo Personal Achievement Award Recipient, Terry Lopes
6. Proclamation: National Disability Employment Awareness Month
7. Buzzards Bay Coalition notice of intent to sell two parcels of land
8. Town Meeting Warrant: Article 15, reconsideration

F. CORRESPONDENCE

1. Veterans Services: Veterans Day Parade Invitation

<https://us06web.zoom.us/j/89485993911?pwd=OFd5MzJvVnBxQkxLzdQcFRlYVM0QT09>

Log on or call 1-929-205-6099, Meeting ID: 894 8599 3911, Passcode: 330130

Subject matter listed in the agenda consists of items reasonably 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.

G. COMMITTEE LIAISON REPORTS

H. PUBLIC COMMENT

I. BOARD MEMBER ITEMS

J. NEWS AND ANNOUNCEMENTS

1. The next regularly scheduled Select Board meeting is *Monday, November 6, 2023* at 6:30 p.m., Town Hall Banquet Room

ADJOURNMENT



Public Hearings

Monday, October 23, 2023

6:40 p.m. – Eversource Installation of 1 new FO pole and conduit under public road-Causeway Rd.

6:50 p.m. – Alves Way Street Acceptance Hearing

September 12, 2023
RE: 4412416

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

Dear Select Board Members:

Enclosed is a petition to install 1 new FO pole on Goulart Memorial drive, approximately 3207 feet of conduit under the public road and 10 new manholes on Goulart Memorial Drive, and approximately 491' of conduit under public road on Alder Street, Fairhaven.

This proposed location is to increase reliability to West Island in Fairhaven. This petition will require a notice to abutters and a hearing.

Will you please present this petition before the Board for customary action and approval?

If you have any questions, please email Jessica.elder@eversource.com.

Warm Regards,

Jessica Elder

Jessica Elder
Right of Way Agent
NSTAR Electric
d/b/a EVERSOURCE ENERGY

**PETITION FOR POLE LOCATIONS
WO#4412416**

September 7, 2023

**Bristol County, Massachusetts
To the Select Board for the Town of Fairhaven, Massachusetts.**

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

requests permission to locate poles, wires, cables and fixtures, including the necessary sustaining and protecting fixtures to be owned and used by your petitioner, along and across the following public way or ways:

Goulart Memorial Drive, Fairhaven
Installing one (1) new pole to be labeled 312/11.5.

Wherefore we pray that after due notice and hearing as provided by law, we be granted locations for permission to erect and maintain poles, wires, and cables, with such sustaining and protecting fixtures as we may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked **Plan No. 4412416** Dated February 23, 2023, revised August 30, 2023.

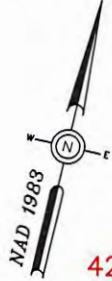
Also, for permission to lay and maintain underground cables, conduits, wires, and necessary equipment in the above or intersecting public ways for the purpose of making connections with the poles and buildings as each may desire for distributing purposes.

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

**NSTAR ELECTRIC COMPANY
d/b/a EVERSOURCE ENERGY**

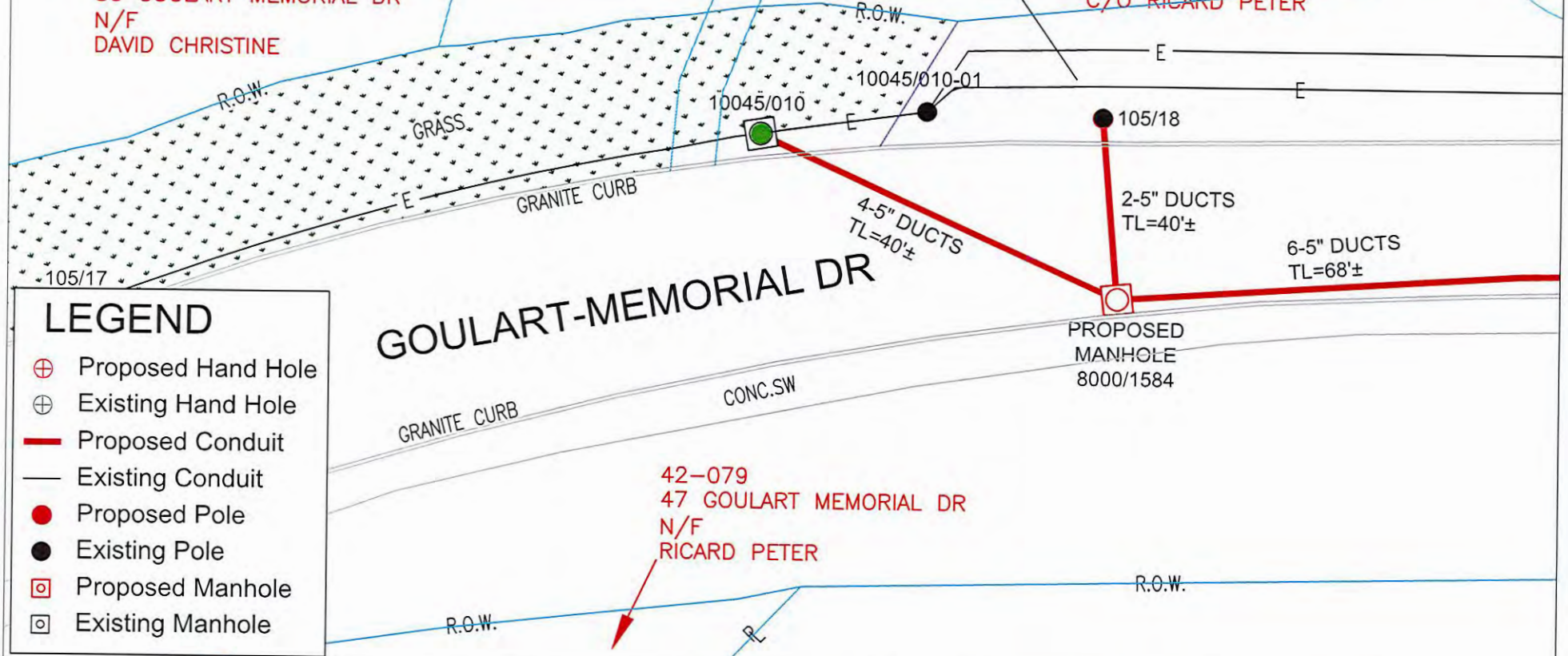
By *Jessica Elder*
RIGHT OF WAY AGENT

Plan to accompany petition of EVERSOURCE ENERGY
to install 3698'± of conduits, 10 Manholes



42-019A
50 GOULART MEMORIAL DR
N/F
DAVID CHRISTINE

42-019B
GOULART MEMORIAL DR
N/F
RICARD LEO
C/O RICARD PETER



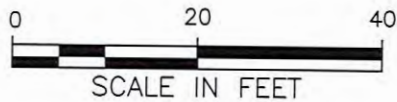
SHEET 1
SHEET 2

LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- Existing Conduit
- Proposed Pole
- Existing Pole
- ⊠ Proposed Manhole
- ⊠ Existing Manhole

GOULART-MEMORIAL DR

42-079
47 GOULART MEMORIAL DR
N/F
RICARD PETER



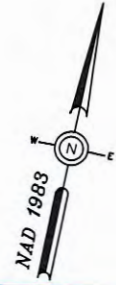
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MASS. LAW
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES
BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

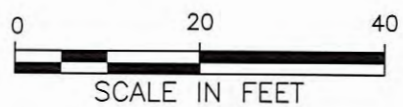
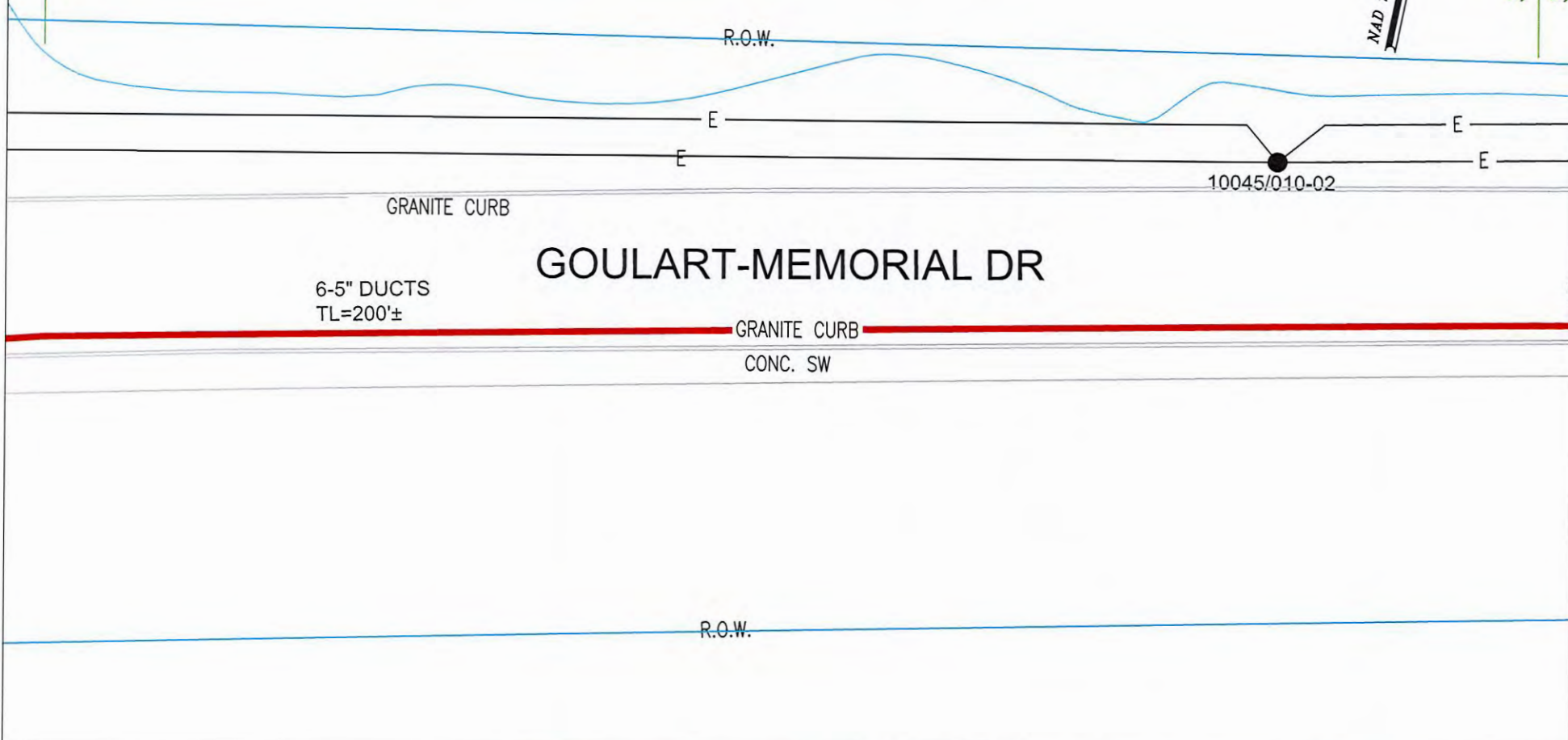
Plan #	4412416	NSTAR EVERSOURCE ELECTRIC d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Ward #		
Work Order #	4412416	Plan of GOULART MEMORIAL DR FAIRHAVEN
Surveyed by:	N/A	Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS
Research by:	N/A	
Plotted by:	TL	
Proposed Structures:	TL/JC	
Approved:	K RICE	Scale 1"=20' Date FEBRUARY 23, 2023
P#		SHEET 1 of 18 REVISION 8/30/23

42-023
 54 GOULART MEMORIAL DR
 N/F
 RISTUCCIA DONNA



SHEET 1
 SHEET 2

SHEET 2
 SHEET 3



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P#		SHEET 2 of 18 REVISION 8/30/23

SHEET 2
SHEET 3

42-023
54 GOULART MEMORIAL DR
N/F
RISTUCCIA DONNA



SHEET 3
SHEET 4

R.O.W.

E

E

GRANIT CURB

GOULART-MEMORIAL DR

6-5" DUCTS
TL=67'±

6-5" DUCTS
TL=168'±

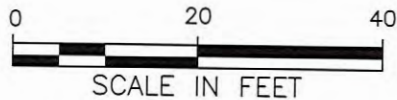


PROPOSED
MANHOLE
8000/1585

GRANIT CURB

CONC. SW

R.O.W.



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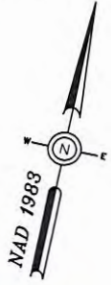
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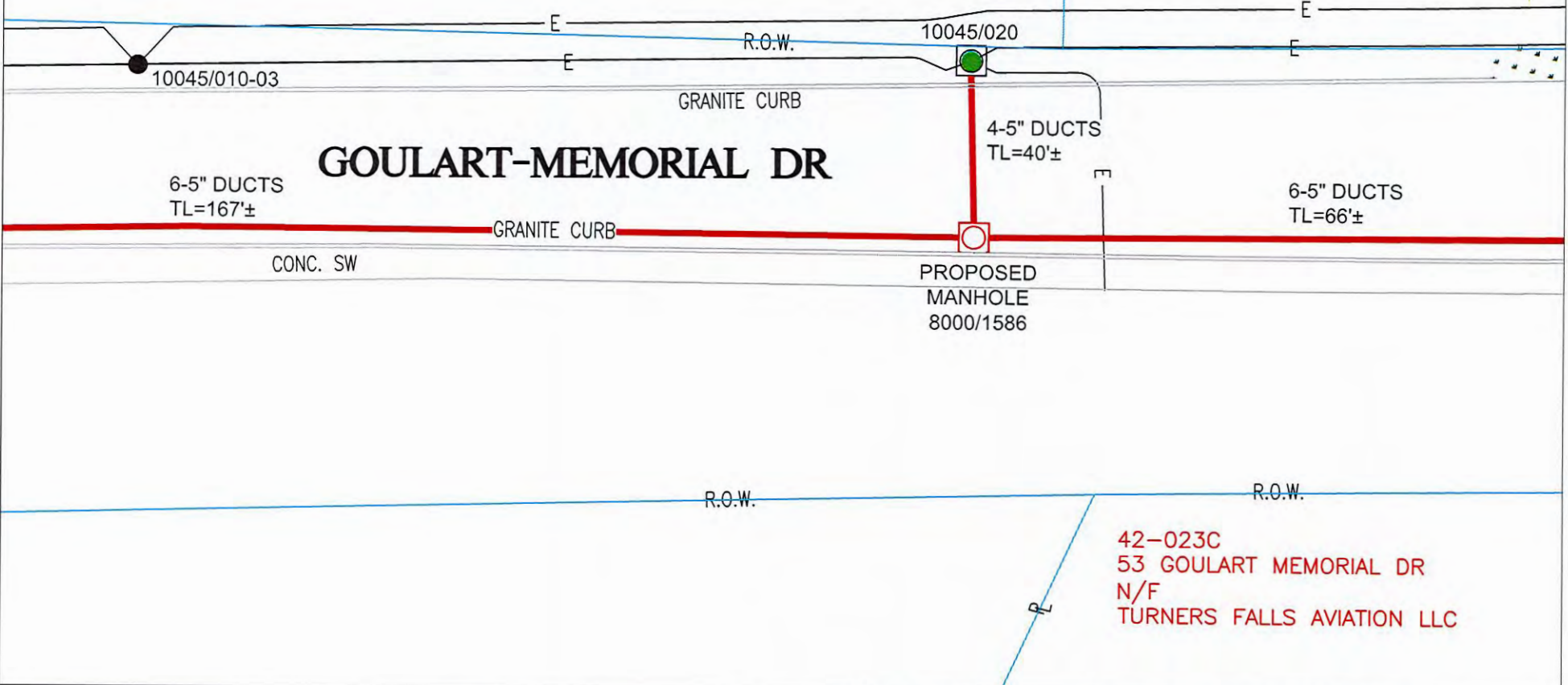
SHEET 3
SHEET 4



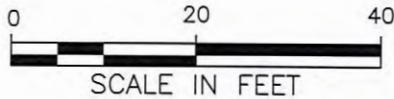
42-023
54 GOULART MEMORIAL DR
N/F
RISTUCCIA DONNA

42-023
54 GOULART MEMORIAL DR
N/F
RISTUCCIA DONNA

SHEET 4
SHEET 5



42-023C
53 GOULART MEMORIAL DR
N/F
TURNERS FALLS AVIATION LLC



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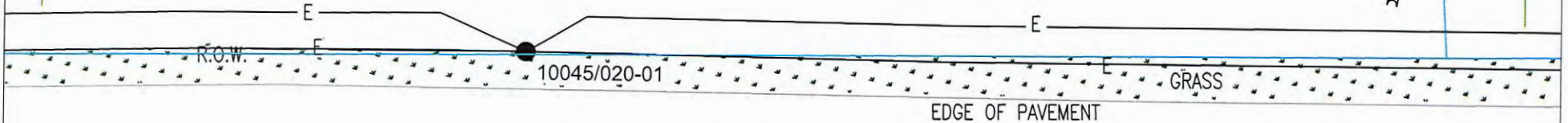
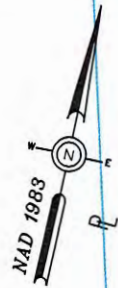
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of GOULART MEMORIAL DR	
FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale	1"=20'
Date	FEBRUARY 23, 2023
SHEET	4 of 18
REVISION	8/30/23

SHEET 4
SHEET 5

SHEET 5
SHEET 6

42-023
54 GOULART MEMORIAL DR
N/F
RISTUCCIA DONNA



GOULART-MEMORIAL DR

6-5" DUCTS
TL=200'±

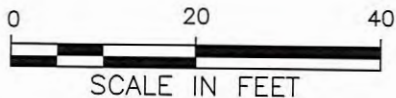
BIT-CON BERM

CONC. SW

R.O.W.

R.O.W.

42-023C
53 GOULART MEMORIAL DR
N/F
TURNERS FALLS AVIATION LLC



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MASS. LAW

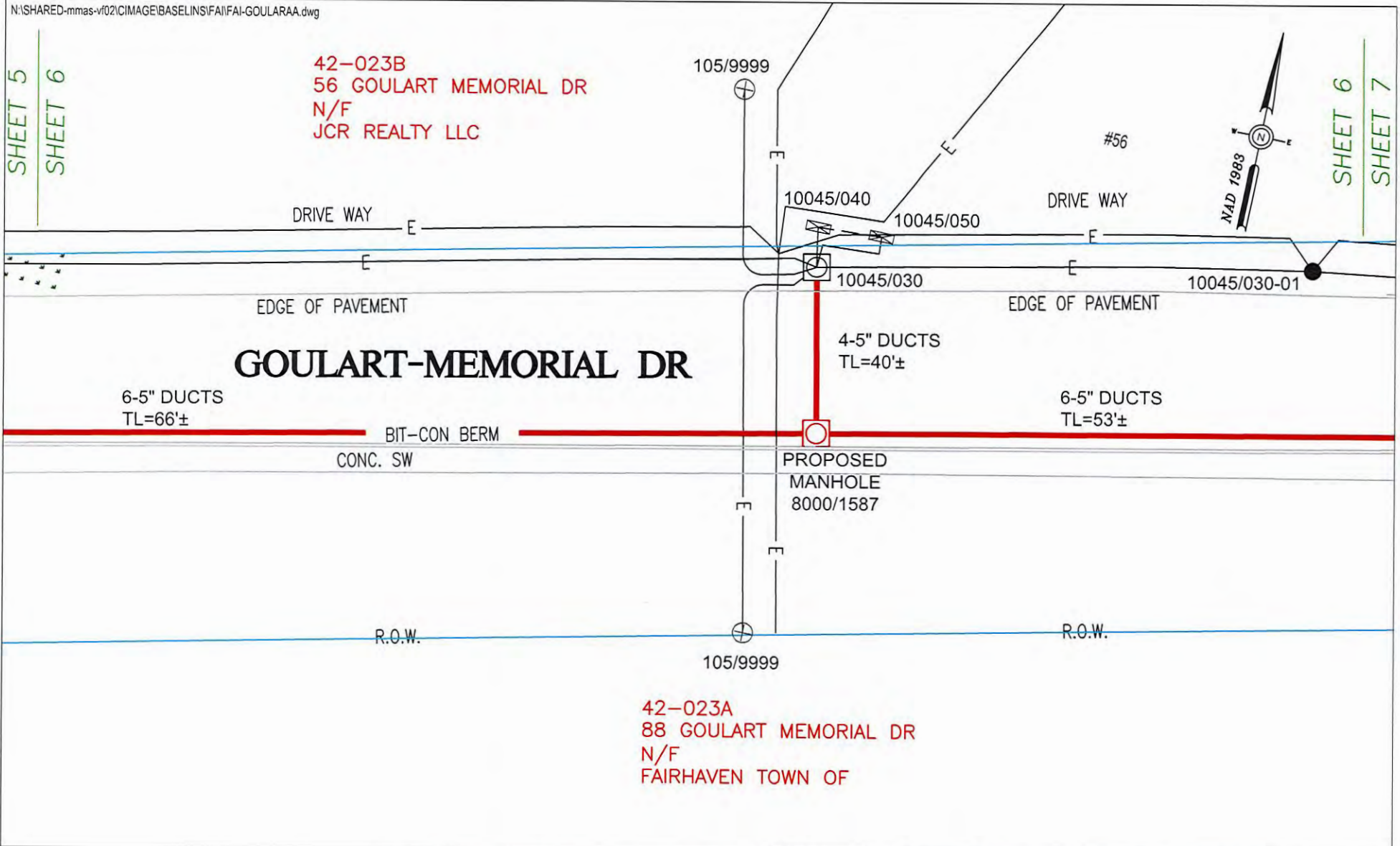
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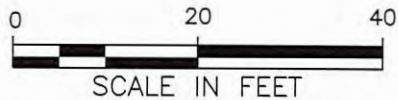
SHEET 5
SHEET 6

SHEET 6
SHEET 7

42-023B
56 GOULART MEMORIAL DR
N/F
JCR REALTY LLC



42-023A
88 GOULART MEMORIAL DR
N/F
FAIRHAVEN TOWN OF



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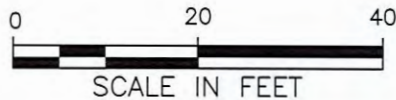
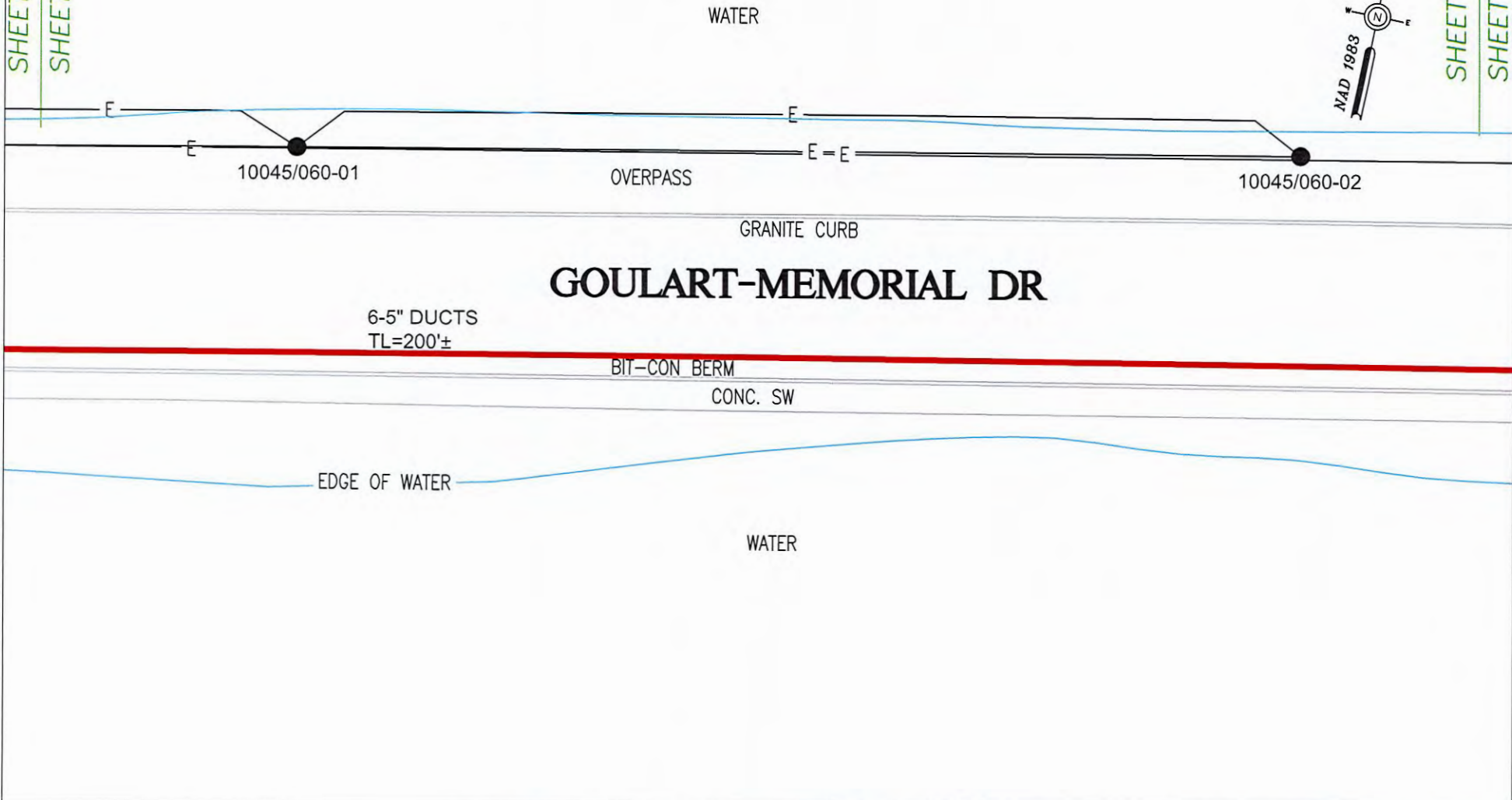
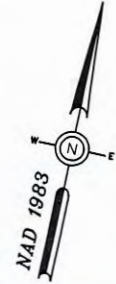
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SHEET 7
SHEET 8

SHEET 8
SHEET 9



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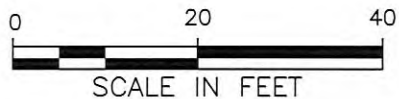
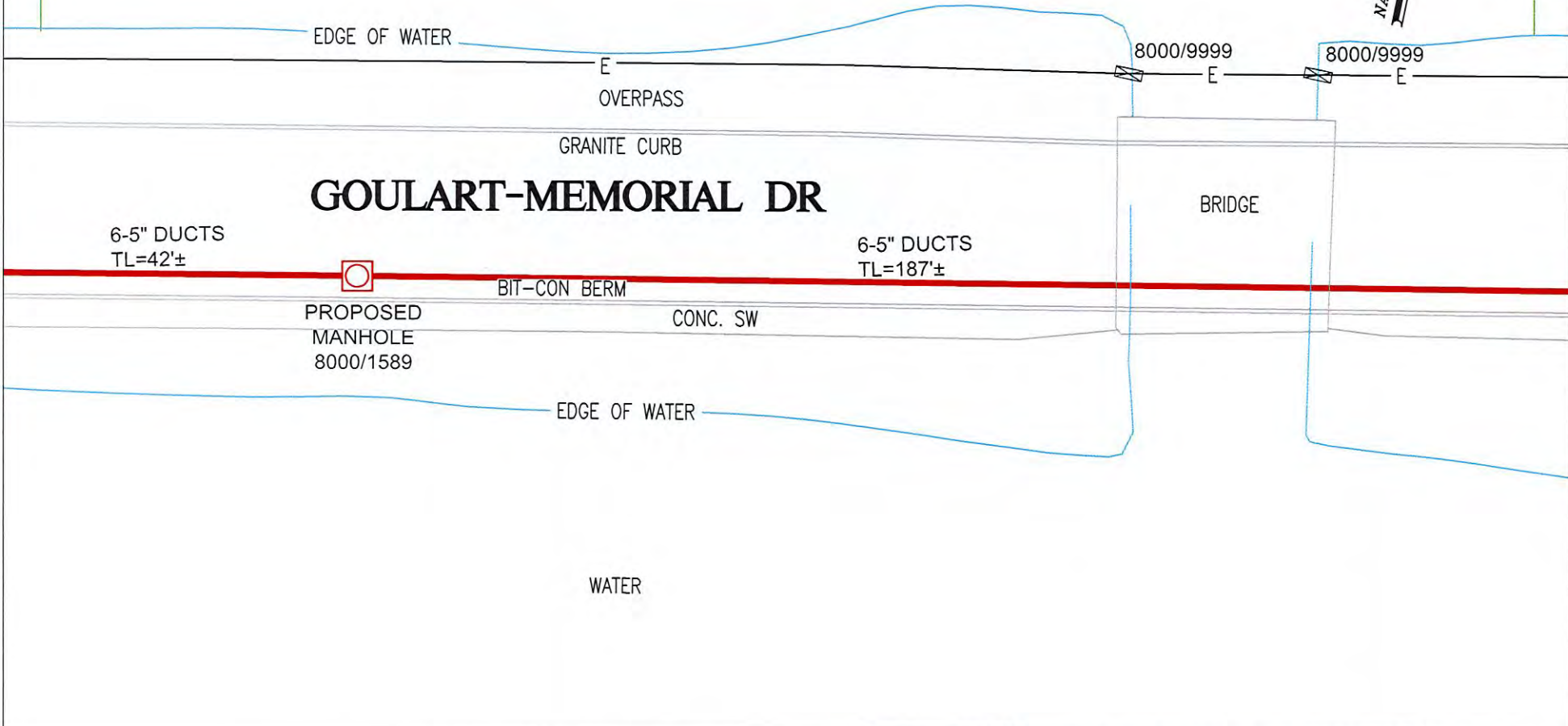
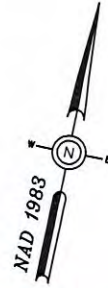
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P#		SHEET 8 of 18 REVISION 8/30/23

SHEET 8
SHEET 9

SHEET 9
SHEET 10



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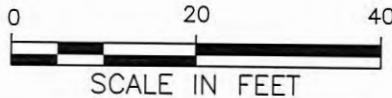
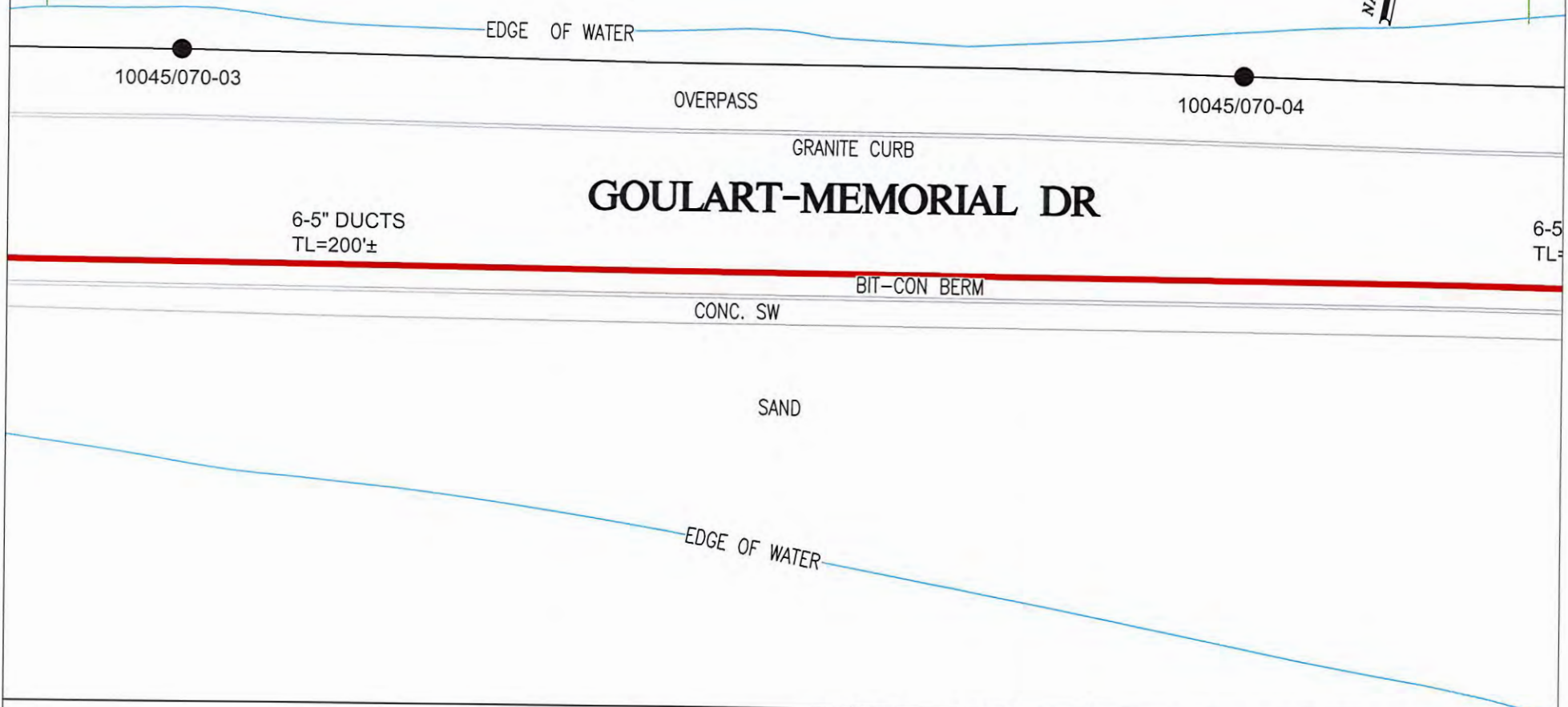
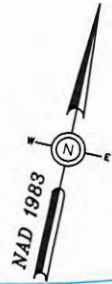
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	4412416
Ward #	
Work Order #	4412416
Surveyed by:	N/A
Research by:	N/A
Plotted by:	TL
Proposed Structures:	TL/JC
Approved:	K RICE
P#	

NSTAR EVERSOURCE <small>ELECTRIC d/b/a</small>	
<small>1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125</small>	
Plan of GOULART MEMORIAL DR	
FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale	1"=20'
Date	FEBRUARY 23, 2023
SHEET	9 of 18
REVISION	8/30/23

SHEET 9
SHEET 10

SHEET 10
SHEET 11



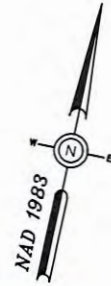
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MASS. LAW
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Plan #	4412416	 EVERSOURCE d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Ward #		
Work Order #	4412416	Plan of GOULART MEMORIAL DR
Surveyed by:	N/A	FAIRHAVEN
Research by:	N/A	Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS
Plotted by:	TL	
Proposed Structures:	TL/JC	
Approved:	K RICE	Scale 1"=20'
P#		Date FEBRUARY 23, 2023
		SHEET 10 of 18
		REVISION 8/30/23

SHEET 10
SHEET 11



SHEET 11
SHEET 12

WATER

EDGE OF WATER

OVERPASS

10045/070-05

6-5" DUCTS
TL=13'±

6-5" DUCTS
TL=179'±

GOULART-MEMORIAL DR

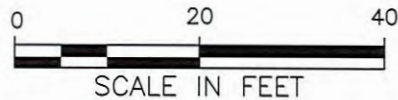
PROPOSED
MANHOLE
8000/1590

CONC. SW

BIT-CON BERM

SAND

R.O.W.




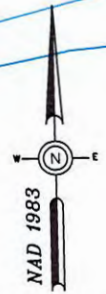
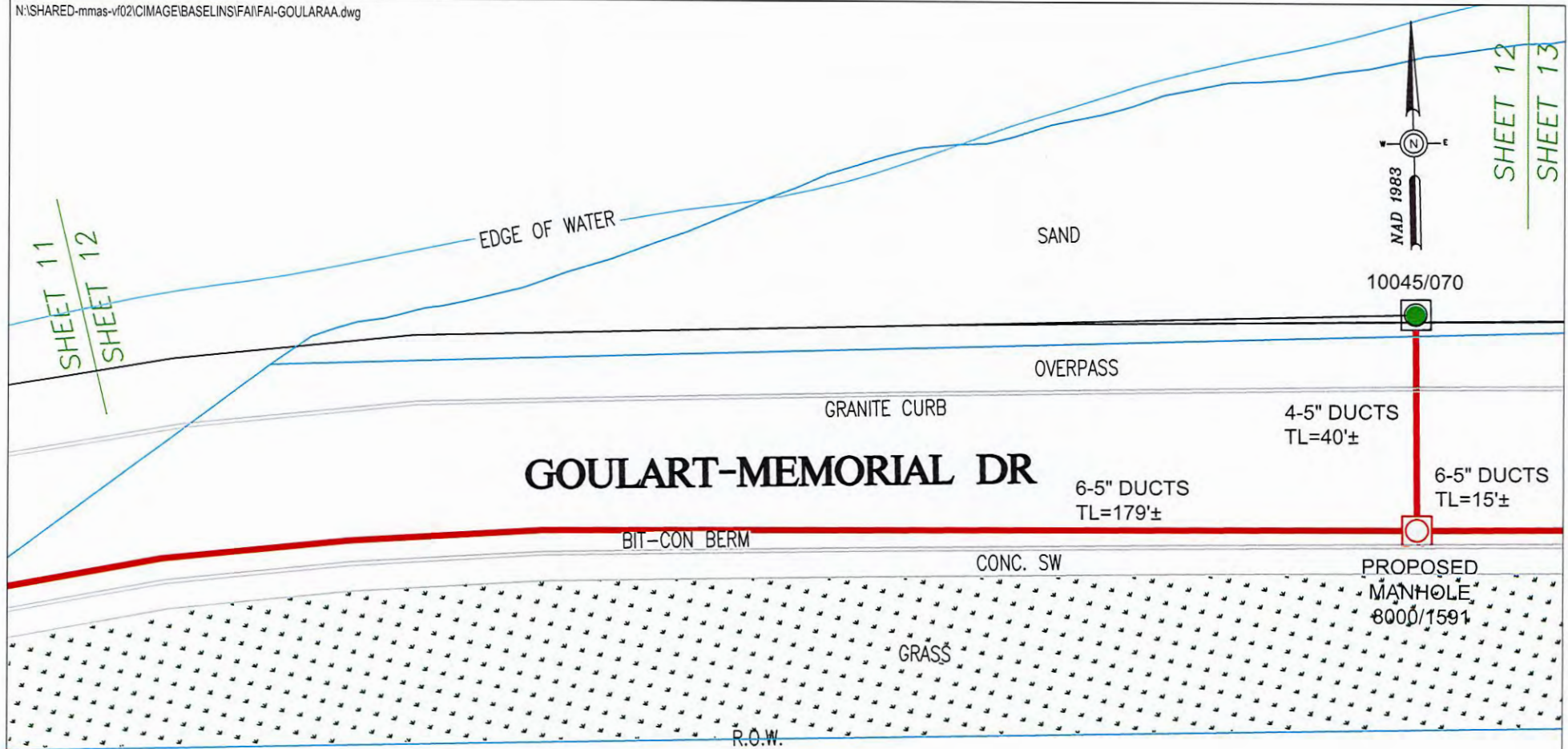
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MASS. LAW

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Plan #	4412416	 EVERSOURCE d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Ward #		
Work Order #	4412416	
Surveyed by:	N/A	Plan of GOULART MEMORIAL DR
Research by:	N/A	FAIRHAVEN
Plotted by:	TL	Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS
Proposed Structures:	TL/JC	
Approved:	K RICE	Scale 1"=20' Date FEBRUARY 23, 2023
P#		SHEET 11 of 18 REVISION 8/30/23



SHEET 12
SHEET 13

SHEET 11
SHEET 12

GOULART-MEMORIAL DR

43A-001
CAUSEWAY RD
N/F
FAIRHAVEN TOWN OF



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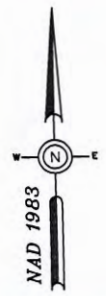
MASS. LAW

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Plan #	4412416	 EVERSOURCE <small>d/b/a</small> 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Ward #		
Work Order #	4412416	
Surveyed by:	N/A	Plan of GOULART MEMORIAL DR
Research by:	N/A	FAIRHAVEN
Plotted by:	TL	Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS
Proposed Structures:	TL/JC	
Approved:	K RICE	Scale 1"=20'
P#		Date FEBRUARY 23, 2023
		SHEET 12 of 18
		REVISION 8/30/23

SHEET 12
SHEET 13

SHEET 13
SHEET 14



SAND

10045/070-01

OVERPASS

GRANITE CURB

GOULART-MEMORIAL DR

DUCTS
5'±

6-5" DUCTS
TL=200'±

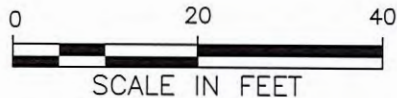
BIT-CON BERM

CONC. SW

GRASS

R.O.W.

43A-001
CAUSEWAY RD
N/F
FAIRHAVEN TOWN OF



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MASS. LAW

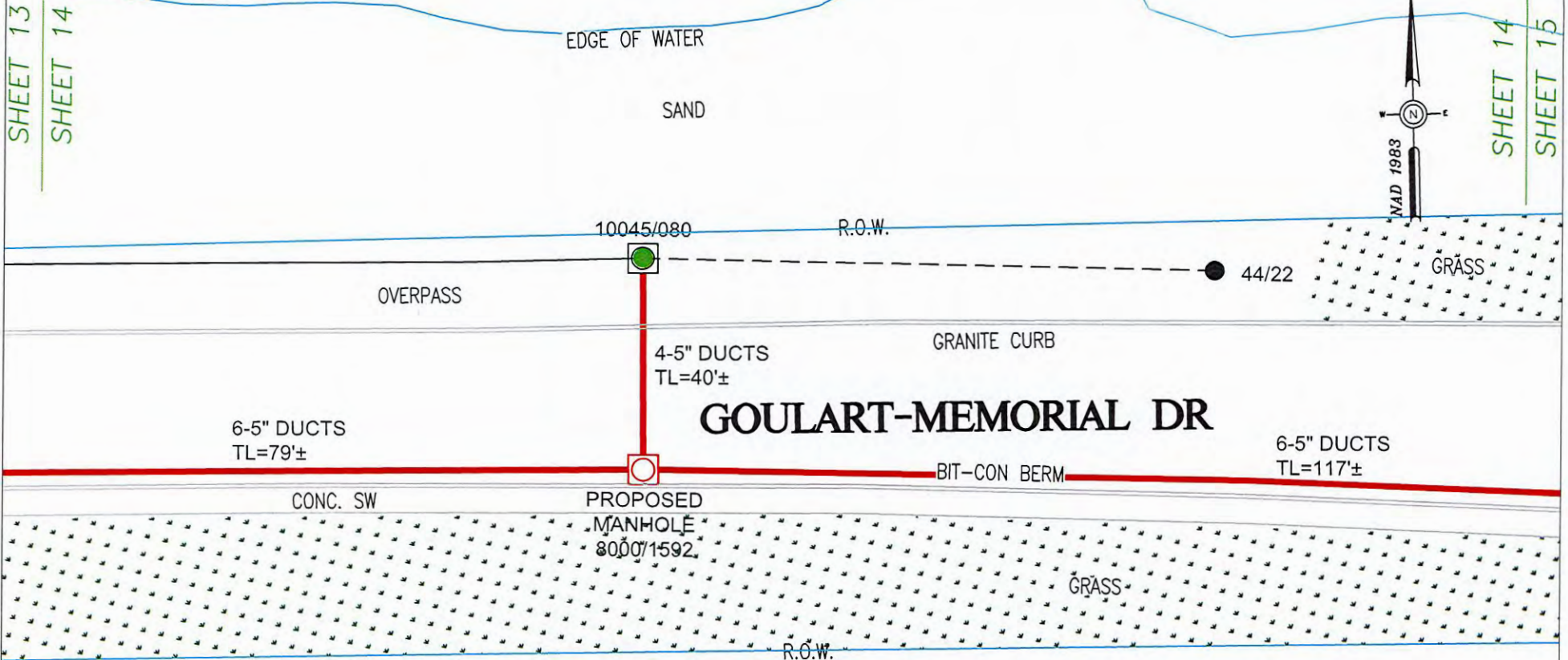
REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	4412416
Ward #	
Work Order #	4412416
Surveyed by:	N/A
Research by:	N/A
Plotted by:	TL
Proposed Structures:	TL/JC
Approved:	K RICE
P#	

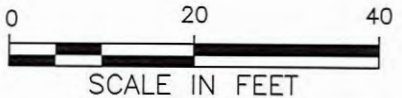
NSTAR ELECTRIC EVERSOURCE
d/b/a

1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of GOULART MEMORIAL DR	
FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale	1"=20'
Date	FEBRUARY 23, 2023
SHEET	13 of 18
REVISION	8/30/23



43A-001
 CAUSEWAY RD
 N/F
 FAIRHAVEN TOWN OF



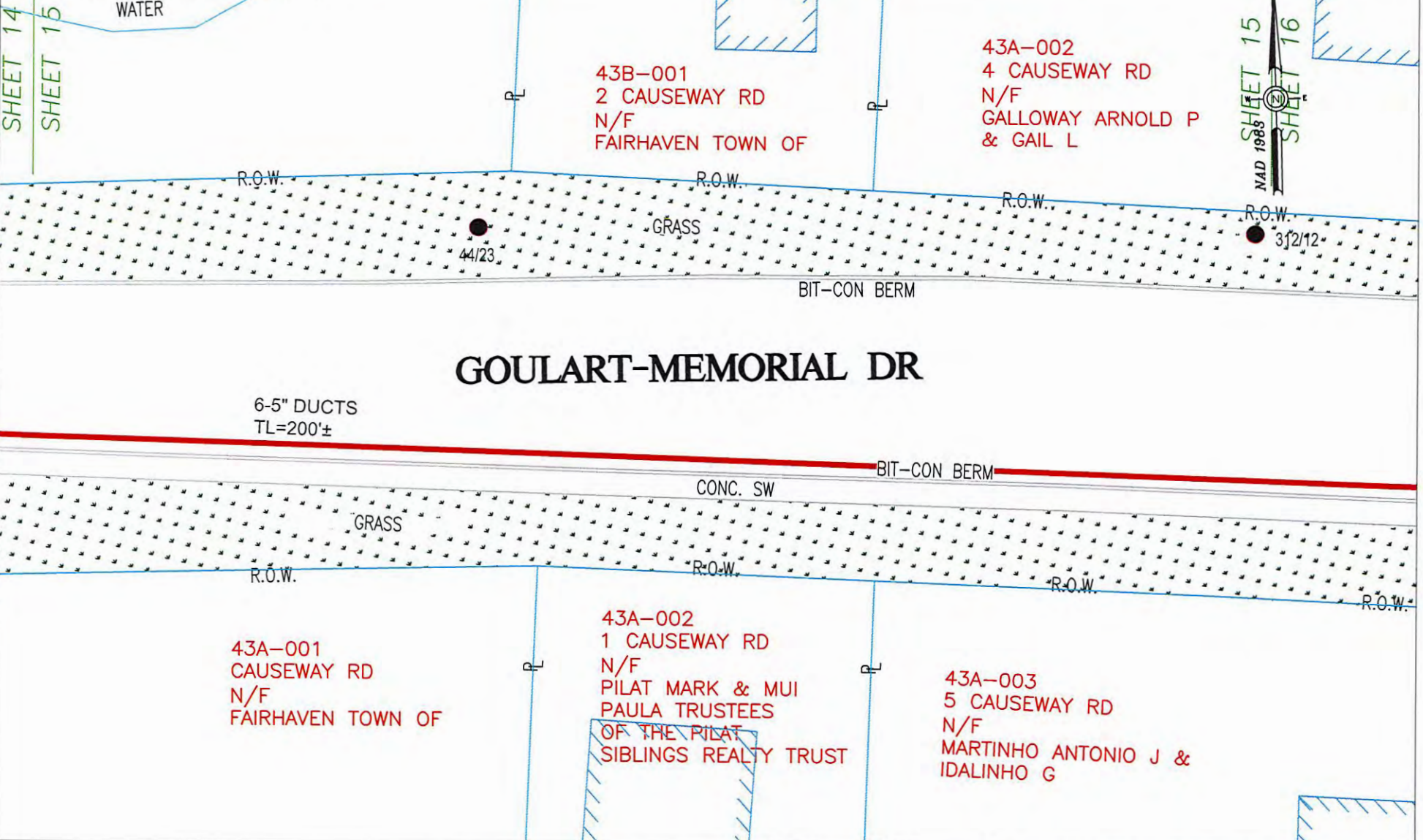
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Plan #	4412416
Ward #	
Work Order #	4412416
Surveyed by:	N/A
Research by:	N/A
Plotted by:	TL
Proposed Structures:	TL/JC
Approved:	K RICE
P#	

 EVERSOURCE d/b/a 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125	
Plan of GOULART MEMORIAL DR FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale	1"=20'
Date	FEBRUARY 23, 2023
SHEET	14 of 18
REVISION 8/30/23	



SHEET 14
SHEET 15

SHEET 15
SHEET 16
NAD 1983

43B-001
2 CAUSEWAY RD
N/F
FAIRHAVEN TOWN OF

43A-002
4 CAUSEWAY RD
N/F
GALLOWAY ARNOLD P
& GAIL L

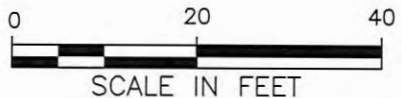
6-5" DUCTS
TL=200±

GOULART-MEMORIAL DR

43A-001
CAUSEWAY RD
N/F
FAIRHAVEN TOWN OF

43A-002
1 CAUSEWAY RD
N/F
PILAT MARK & MUI
PAULA TRUSTEES
OF THE PILAT
SIBLINGS REALTY TRUST

43A-003
5 CAUSEWAY RD
N/F
MARTINHO ANTONIO J &
IDALINHO G



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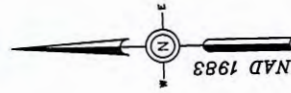
Plan #	4412416
Ward #	
Work Order #	4412416
Surveyed by:	N/A
Research by:	N/A
Plotted by:	TL
Proposed Structures:	TL/JC
Approved:	K RICE
P#	

NSTAR EVERSOURCE
ELECTRIC
d/b/a
1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of GOULART MEMORIAL DR FAIRHAVEN	
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS	
Scale	1"=20'
Date	FEBRUARY 23, 2023
SHEET	15 of 18
REVISION	8/30/23

ALMOND ST

CAUSEWAY RD



43A-045
7 CAUSEWAY RD
N/F
WOOD DANIEL J & LISA M

312/H11-A
312/11-A
312/12
R.O.W.
GRASS
BIT-CON BERM
43B-004
6 CAUSEWAY RD
N/F
HICKOX DAVID T &
TAMMY J TRUSTEES
OF THE HICKOX
FAMILY TRUST

GOULART-MEMORIAL
DR

6-5" DUCTS
TL=68±

PROPOSED
MANHOLE
8000/1593

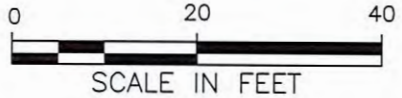
2-5" DUCT
TL =491±

ALDER ST

43A-003
5 CAUSEWAY RD
N/F
MARTINHO ANTONIO J &
IDALINHO G

SHEET 16
SHEET 17

SHEET 15
SHEET 16



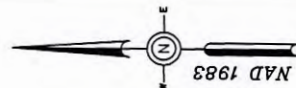
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Plan #	4412416	NSTAR ELECTRIC d/b/a EVERSOURCE 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Ward #		
Work Order #	4412416	Plan of GOULART MEMORIAL DR
Surveyed by:	N/A	FAIRHAVEN
Research by:	N/A	Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS
Plotted by:	TL	
Proposed Structures:	TL/JC	
Approved:	K RICE	Scale 1"=20' Date FEBRUARY 23, 2023
P#		SHEET 16 of 18 REVISION 8/30/23



43A-050
49 ALDER ST
N/F
GRANT KEVIN M JR

43A-052
47 ALDER ST
N/F
LAFFAN PATRICIA A AS TRUSTEE
OF THE PATRICIA A LAF

43A-054
45 ALDER ST
N/F
GILLIS LAWRENCE D & DONNA J

297/9

297/8

R.O.W.
GRASS
EDGE OF PAVEMENT

2-5" DUCT

ALDER ST

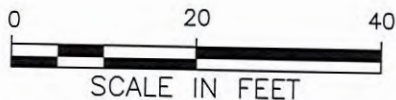
R.O.W.
GRASS
EDGE OF PAVEMENT

43A-005
48 ALDER ST
N/F
WEST ISLAND SUNSET, LLC

43A-007
46 ALDER ST
N/F
MORAUX JAMES L &

SHEET 16
SHEET 17

SHEET 17
SHEET 18



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Plan # 4412416

Ward #

Work Order # 4412416

Surveyed by: N/A

Research by: N/A

Plotted by: TL

Proposed Structures: JC

Approved: K RICE

P#

NSTAR EVERSOURCE
ELECTRIC
d/b/a

1185 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125

Plan of

FAIRHAVEN

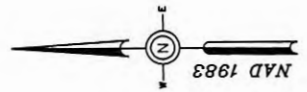
Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS

Scale 1"=20'

Date FEBRUARY 23, 2023

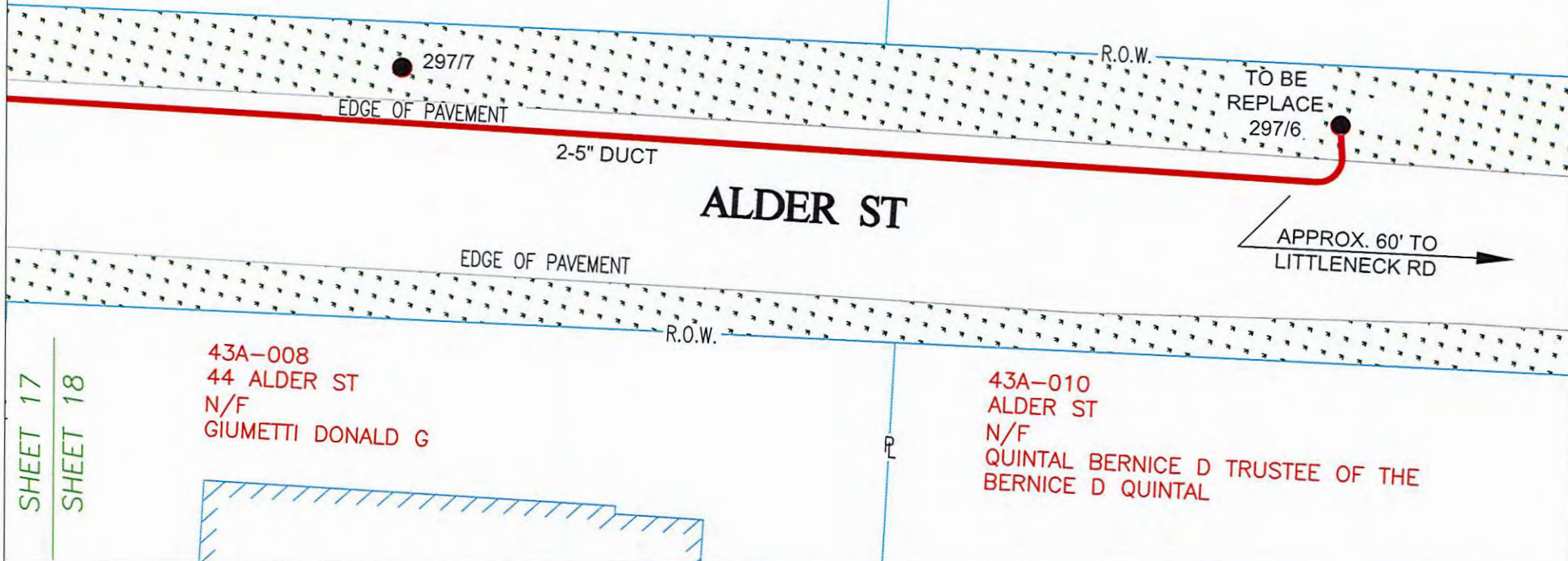
SHEET 17 of 18

REVISION 8/30/23



43A-058
41 ALDER ST
N/F
SEGUIN JEAN B & SHARON L

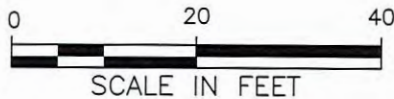
43A-061
LITTLENECK RD
N/F
GOFF VIRGINIA A



SHEET 17
SHEET 18

43A-008
44 ALDER ST
N/F
GIUMETTI DONALD G

43A-010
ALDER ST
N/F
QUINTAL BERNICE D TRUSTEE OF THE
BERNICE D QUINTAL



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Plan #	4412416	
Ward #		
Work Order #	4412416	1185 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Surveyed by:	N/A	Plan of GOULART MEMORIAL DR
Research by:	N/A	FAIRHAVEN
Plotted by:	TL	Showing PROPOSED CONDUIT AND MANHOLE LOCATIONS
Proposed Structures:	JC	
Approved:	R RICE	Scale 1"=20' Date FEBURARY 23, 2023
P#		SHEET 18 of 18 REVISION 8/30/23

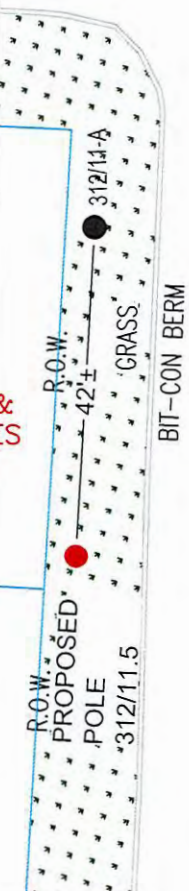
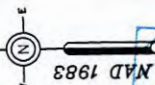
298/1

ALMOND ST

CAUSEWAY RD

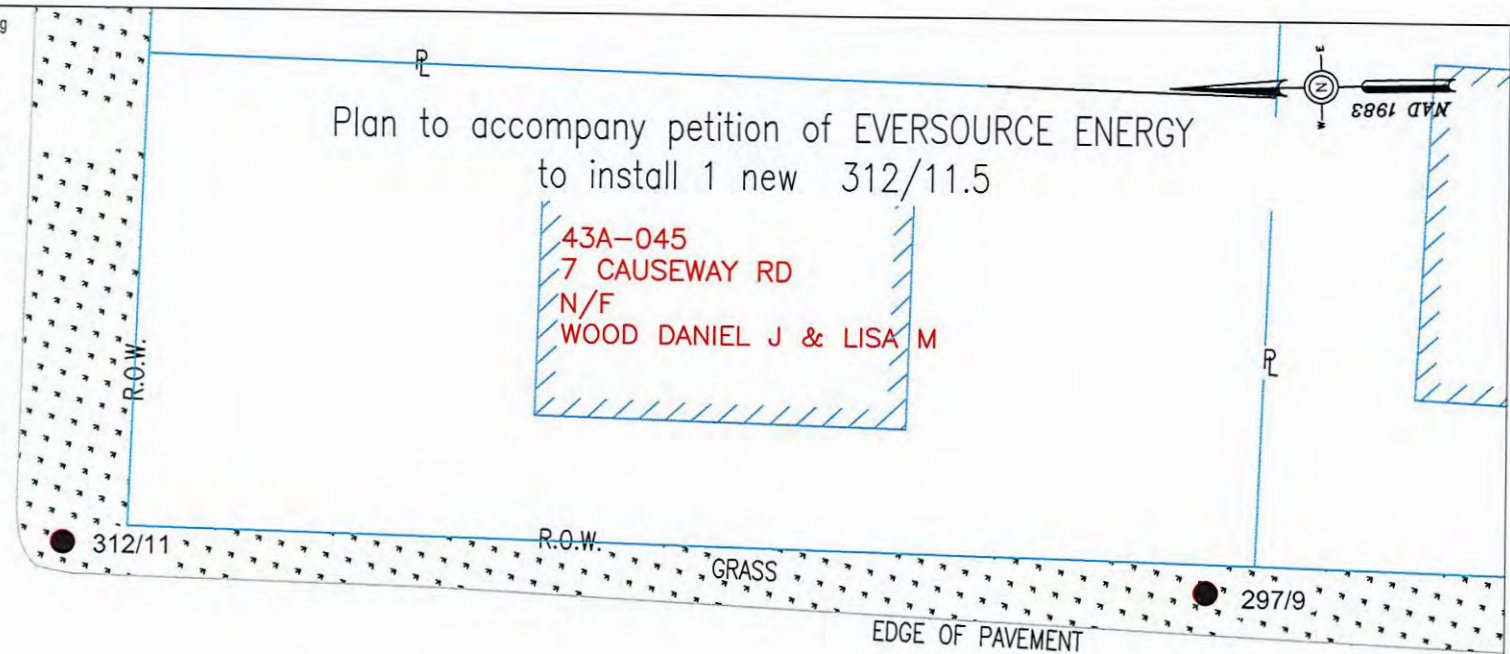
Plan to accompany petition of EVERSOURCE ENERGY
to install 1 new 312/11.5

43A-045
7 CAUSEWAY RD
N/F
WOOD DANIEL J & LISA M

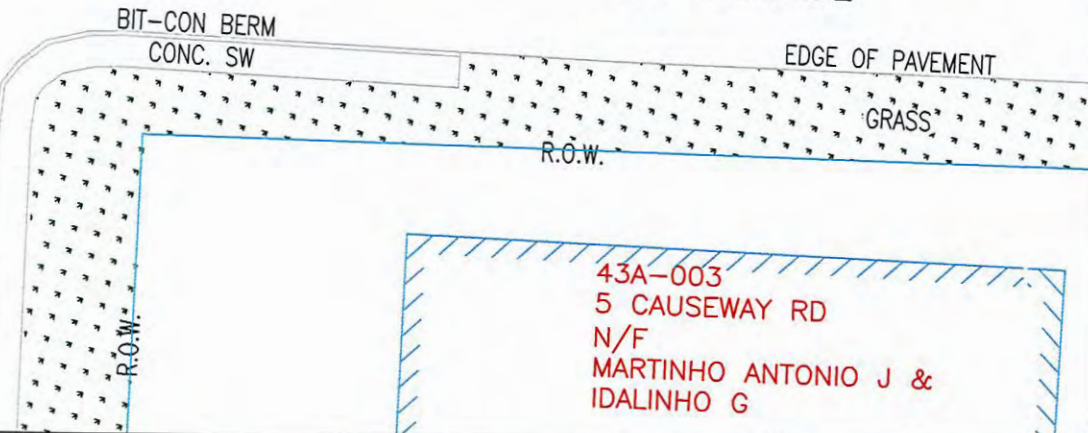


GOULART-MEMORIAL DR

6-5" DUCTS
TL=68'±



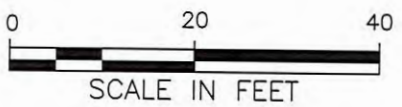
ALDER ST



43A-003
5 CAUSEWAY RD
N/F
MARTINHO ANTONIO J &
IDALINHO G

LEGEND

- ⊕ Proposed Hand Hole
- ⊕ Existing Hand Hole
- Proposed Conduit
- Existing Conduit
- Proposed Pole
- Existing Pole
- ⊠ Proposed Manhole
- ⊠ Existing Manhole



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MASS. LAW

REQUIRES 72 HOURS ADVANCE NOTICE TO UTILITY COMPANIES BEFORE DIGGING BY ANYONE. CALL DIG-SAFE 1-888-344-7233

Plan #	4412416	<p>1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125</p>
Ward #		
Work Order #	4412416	
Surveyed by:	N/A	Plan of ALDER ST, FAIRHAVEN
Research by:	N/A	FAIRHAVEN
Plotted by:	TL	Showing PROPOSED POLE LOCATION
Proposed Structures:	TL/JC	
Approved:	K RICE	Scale 1"=20'
P#		Date FEBRUARY 23, 2023
		SHEET 1 of 1
		REVISION 8/30/23

Eversource Provide/Install/Own/Maintain (Unless Otherwise Indicated)		Customer Provide/Install Eversource Own/Maintain (Unless Otherwise Indicated)		Status	Description
Existing	New	Existing	New		
				n/a	Pole
				n/a	Riser pole, non-electric portion In compliance with Note 1
				n/a	Ducts, concrete encased Quantity/Size as indicated In compliance with Note 7
				n/a	Transformer Foundation Type as indicated 3-phase: In compliance with Notes 4 – 6 Pad #1 (transformers up to 300 kVA) (Cat ID #579134) Pad #2 (transformers 500 to 2500 kVA) (Cat ID #579135) 1-phase: 43"x37"x32", Cat ID #581386 In compliance with Note 3 & 6
				n/a	Manhole, 6' x 10' x 6' (ht) Eversource Std #m1203 (Item #580232) In compliance with Note 2
				n/a	Secondary handhole, 30"x17"x18" In compliance with Note 3 Fiberglass: Cat ID #574317 Composite: Cat ID #521914
				n/a	Switching Station (turtle) Box Pad In compliance with Note 3 & 6 Cat ID #574926
				n/a	Padmounted Recloser Foundation In compliance with Note 2, 6, & 8 Cat ID #586691
				n/a	Padmounted Switch Box Pad Type as indicated In compliance with Note 3 & 6 PME-9: Cat ID #579185 PME-5: Cat ID #579614
				n/a	Primary Meter Foundation In compliance with Note 3, 6, & 9. Cat ID #585731
				n/a	Anchor with guy wire
				n/a	Push Brace
				n/a	Protective Vehicle Posts In compliance with Note 6

- X Item(s) to be removed by Eversource.
- X Item(s) to be removed by Customer.

Non-Electric Key

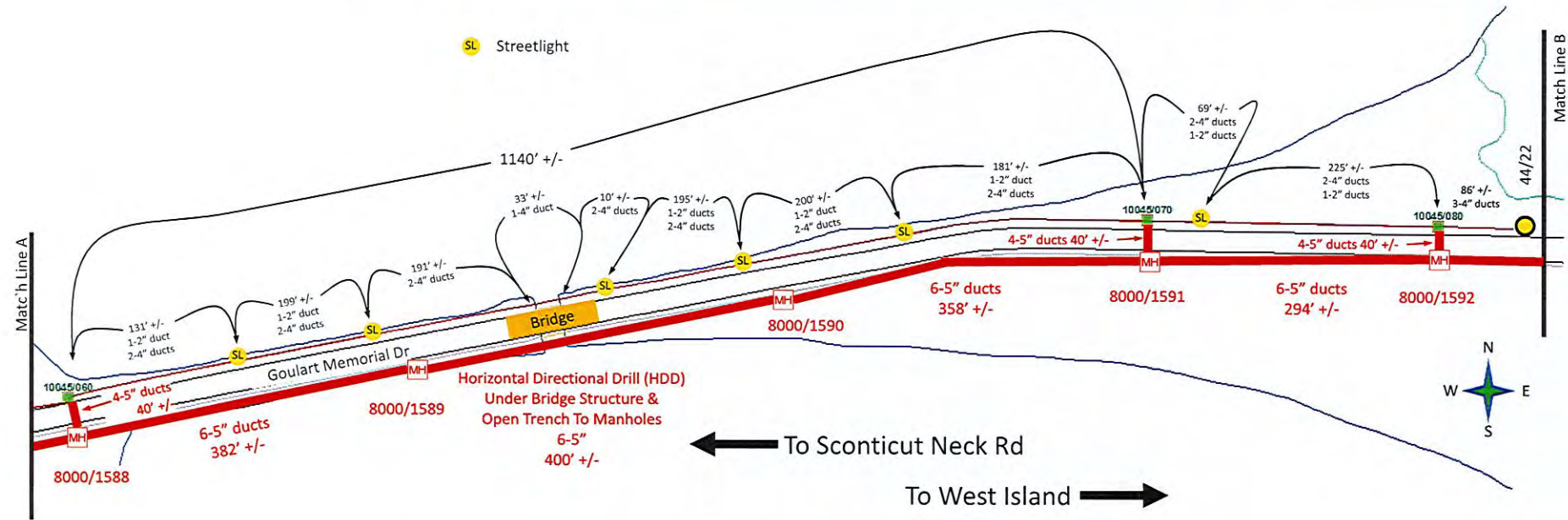
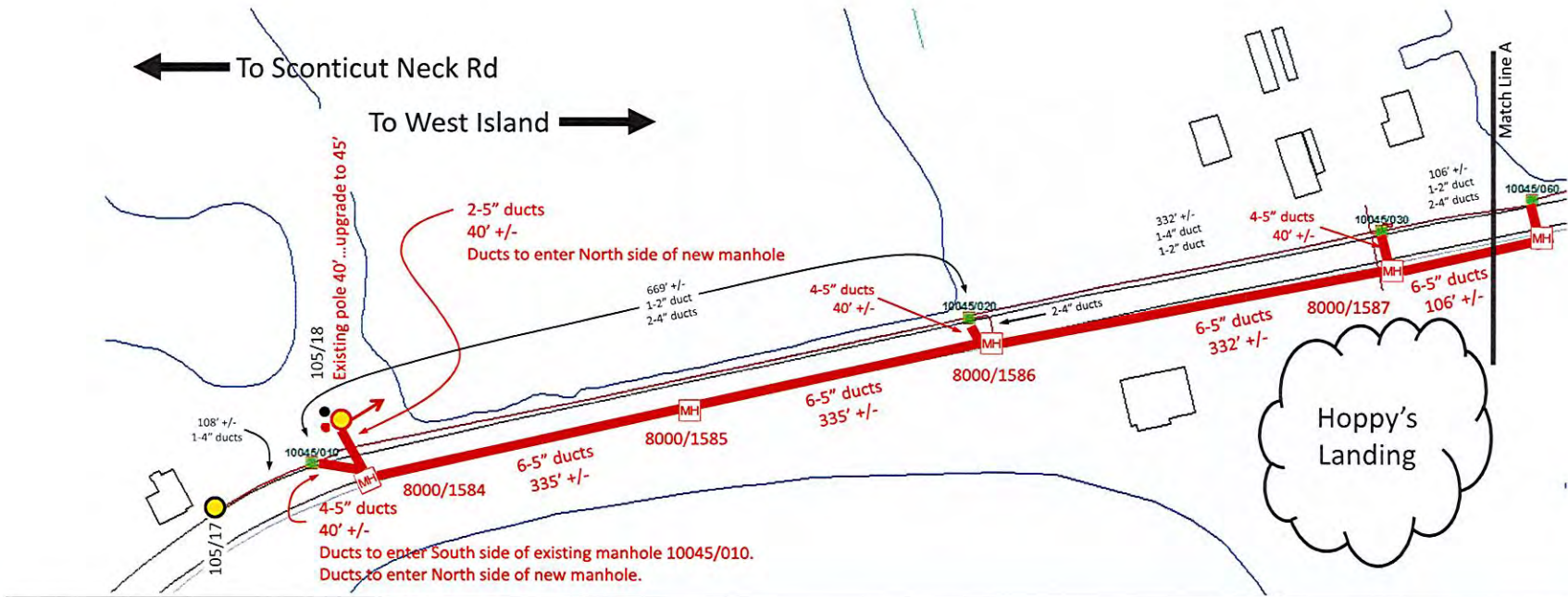
Eversource Provide/Install/Own/Maintain (Unless Otherwise Indicated)		Customer Provide/Install/Own/Maintain (Unless Otherwise Indicated)		Status	Description
Existing	New	Existing	New		

Notes

The following Eversource standards are available online, unless otherwise stated, at <https://www.eversource.com/content/ct-c/about/about-us/doing-business-with-us/builders-contractors/eastern-massachusetts/important-documents>

General: Reference Eversource Std. #d3820 "Construction, Material, and Work Specifications for New 15/25 kV Primary Underground Distribution Systems Up To 200 Amps".

- 1) Eversource Std. #c2021 "Primary URD Riser Construction".
- 2) Eversource Std. #c3813 "Installation of Precast Concrete Manholes".
- 3) Eversource Std. #c3814 "Installation of Handholes & Box Pads".
- 4) Eversource Std. #m3801 "Precast Concrete Transformer Foundations – Up to 2500 kVA".
- 5) Eversource Std. #c3801 "Installation of Precast Pad Foundation for 4kV, 15kV, & 25kV Padmounted, Three-Phase Distribution Transformers".
- 6) Eversource Std. #c3802 "Recommended Minimum Clearances from Three-Phase Distribution Transformer Foundation to Buildings, Building Openings, Landscaping or Traveled Way". Please note the information provided within this specification is also applicable to single phase distribution transformer foundations **EVEN THOUGH** it is not specified. Also reference "Information & Requirements for Electric Service (Revised 2009)", page 119, Sketch 10.
- 7) Eversource Std. #c1100 "Distribution Ductbank Construction and Materials".
- 8) Eversource Std. #c4250 "Cooper Padmounted Recloser Installation". Standard available upon request.
- 9) Eversource Std. #c4600 "Primary Metering Construction Standard". Standard available upon request.



Non-Electric Sketch

WO(s): **4412416**

AWC: **New Bedford**

Town(s): **Fairhaven**

Circuit(s): **2-220-206**

Voltage (kV): **13.2**

Engineering: **Billy Sobieraj**

Rev. # - Date: **Eng: 8/9/2023**

Sheet #: **1 of 2**

EVERSOURCE

Project Name: **West Island Reliability Improvement**

Non-Electric Sketch

WO(s): 4412416

AWC: New Bedford

Town(s): Fairhaven

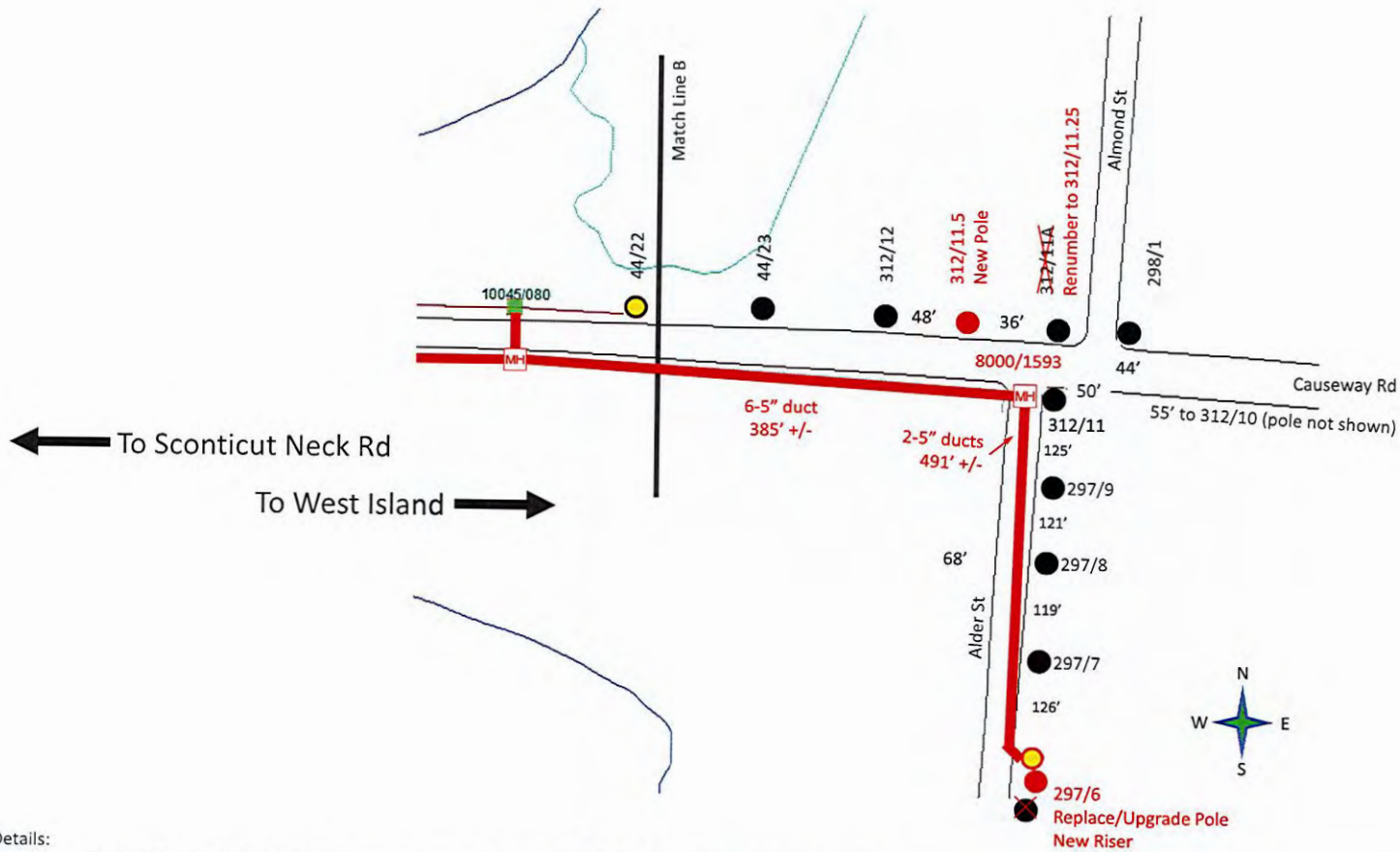
Circuit(s): 2-220-206

Voltage (kV): 13.2

Engineering: Billy Sobieraj

Rev. # - Date: Eng: 8/9/2023

Sheet #: 2 of 2



Grounding Details:

1. Manhole grounding shall be in compliance with Eversource DTR. 76.654 unless otherwise noted.
2. A counterpoise consisting of two (2) 4/0 Cu ground wires shall be installed in the trench base prior to duct/spacer/concrete installation or "pulled in" with the HDD ducts.
3. Each ground wire composing the counterpoise shall be continuous between manholes.
4. At each manhole, each ground wire composing the counterpoise shall be connected to the 4/0 Cu ground ring in two (2) places.
5. All connections associated with the counterpoise ground wire shall utilize an exothermal (Cadweld) connection or Hy Ground connection system.
6. Triangular manholes, if applicable, shall have three (3) ground rods installed equidistant around the manhole and shall be connected to the 4/0 Cu ground ring.

EXHIBIT "A"

Alves Way in Fairhaven Massachusetts as depicted on the plan entitled "THE COMMONWEALTH OF MASSACHUSETTS STREET ACCEPTANCE PLAN FOR ALVES WAY PREAPRED FOR THE TOWN OF FAIRHAVEN, BRISTOL COUNTY." As prepared by Nesra Engineering, dated 8/30/23 and further described as follows.

Beginning at a concrete bound with drill hole on the Westerly Side of Sconticut Neck Road in Fairhaven Massachusetts at a corner of a property now or formerly of Avila Jules M. Jr and Loretta thence proceeding along Alves Way $S50^{\circ}41'45''W$ for a distance of 146.77' to a concrete bound with a drill hole, thence proceeding along the same road, with a radius of 669.52 degrees for a distance of 248.76 to another concrete bound with a drill hole, thence continuing along the 30.00' left radius of the cul-de-sac for a distance of 25.51' to another bound at the cul-de-sac reverse radius of 50.00' for a distance of 246.55 ft to another bound with drill hole and at the right radius of 30.00' for a distance of 28.39' to another bound with a drill hole, thence continuing along the roadway at a radius of 629.52' for a distance of 227.12' to a concrete bound with a drill hole, thence along the linear portion of the road $S 50^{\circ}41'45''W$ a distance of 144.99 ft to a bound on the westerly side of Sconticut Neck Road, thence traveling $S 38^{\circ}41'10'' E$ along the westerly line of Sconticut Neck Road to the point of beginning.



 TOWN OF FAIRHAVEN

 170 BUNGAY ROAD

 N. ATTLEBORO, MA 01760

 (508) 851-1134

APPROVED BY THE FAIRHAVEN PLANNING BOARD

 APPROVED FOR SUBDIVISION CONTROL, LAR

 DATE OF APPROVAL: JUNE 15, 2011

 BY: *[Signature]*

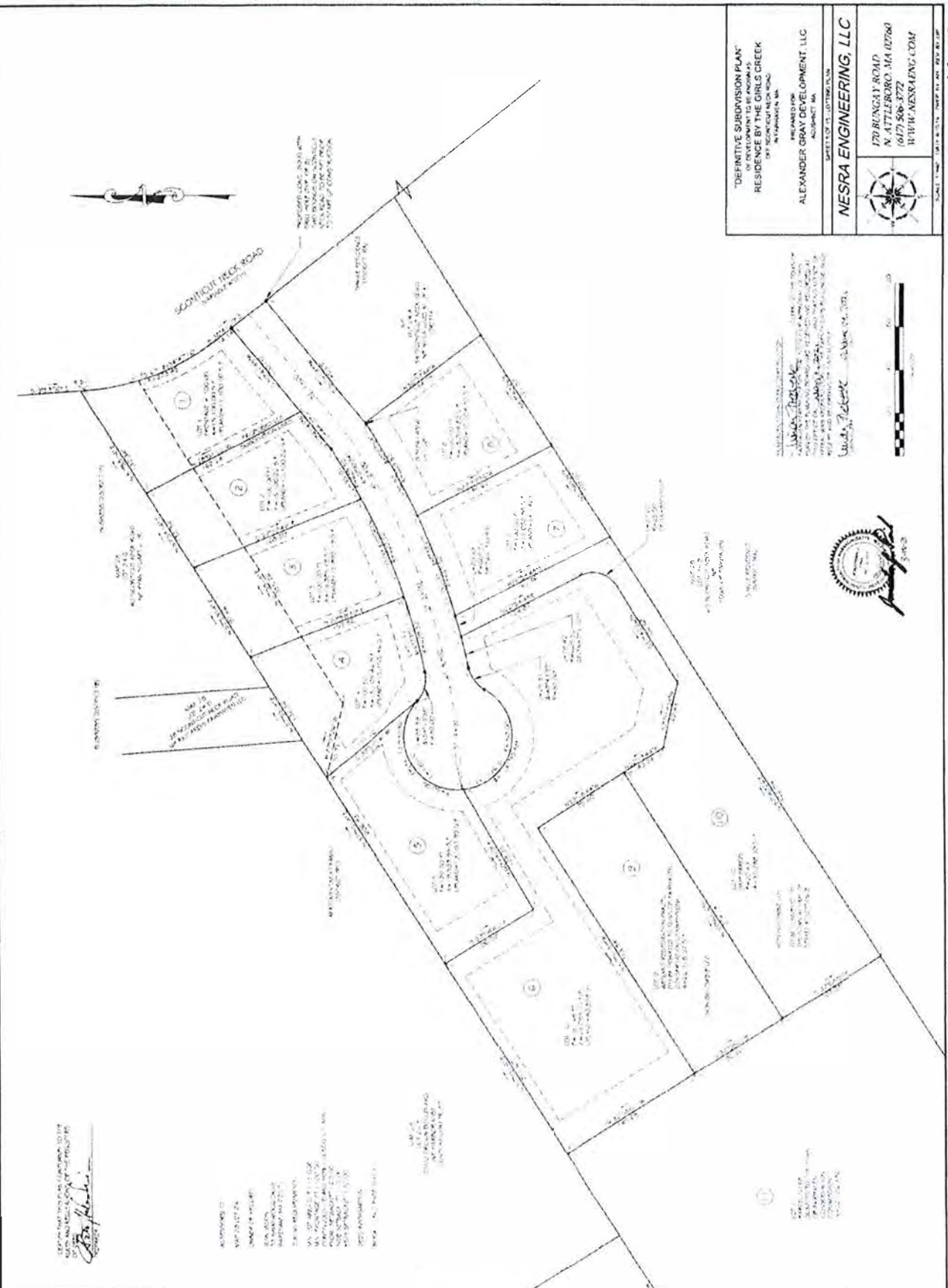
[Signature]

[Signature]

 TOWN ENGINEER

 TOWN CLERK

 TOWN MANAGER



CERTIFICATE OF CONFORMANCE TO THE

 SUBDIVISION CONTROL ACT

[Signature]

 TOWN ENGINEER

APPROVED TO

 MAP 2011-24

 NAME OF PROJECT

 RESIDENTIAL SUBDIVISION

 TOWN OF FAIRHAVEN

 MAP OF 2011-24

 DATE OF APPROVAL: JUNE 15, 2011

 TOWN ENGINEER

 TOWN CLERK

 TOWN MANAGER

"DEFINITIVE SUBDIVISION PLAN"

 OF DEVELOPMENT TO BE KNOWN AS

 RESIDENCE BY THE GIRLS CREEK

 OF SCOUTCUT TRACTOR ROAD

 PREPARED BY

 ALEXANDER GRAY DEVELOPMENT, LLC

 170 BUNGAY ROAD

 N. ATTLEBORO, MA 01760

 (508) 851-1134

 WWW.ALEXANDERGRAY.COM

SHEET 1 OF 1 - LOTTING PLAN

NESRA ENGINEERING, LLC

 170 BUNGAY ROAD

 N. ATTLEBORO, MA 01760

 (508) 851-1134

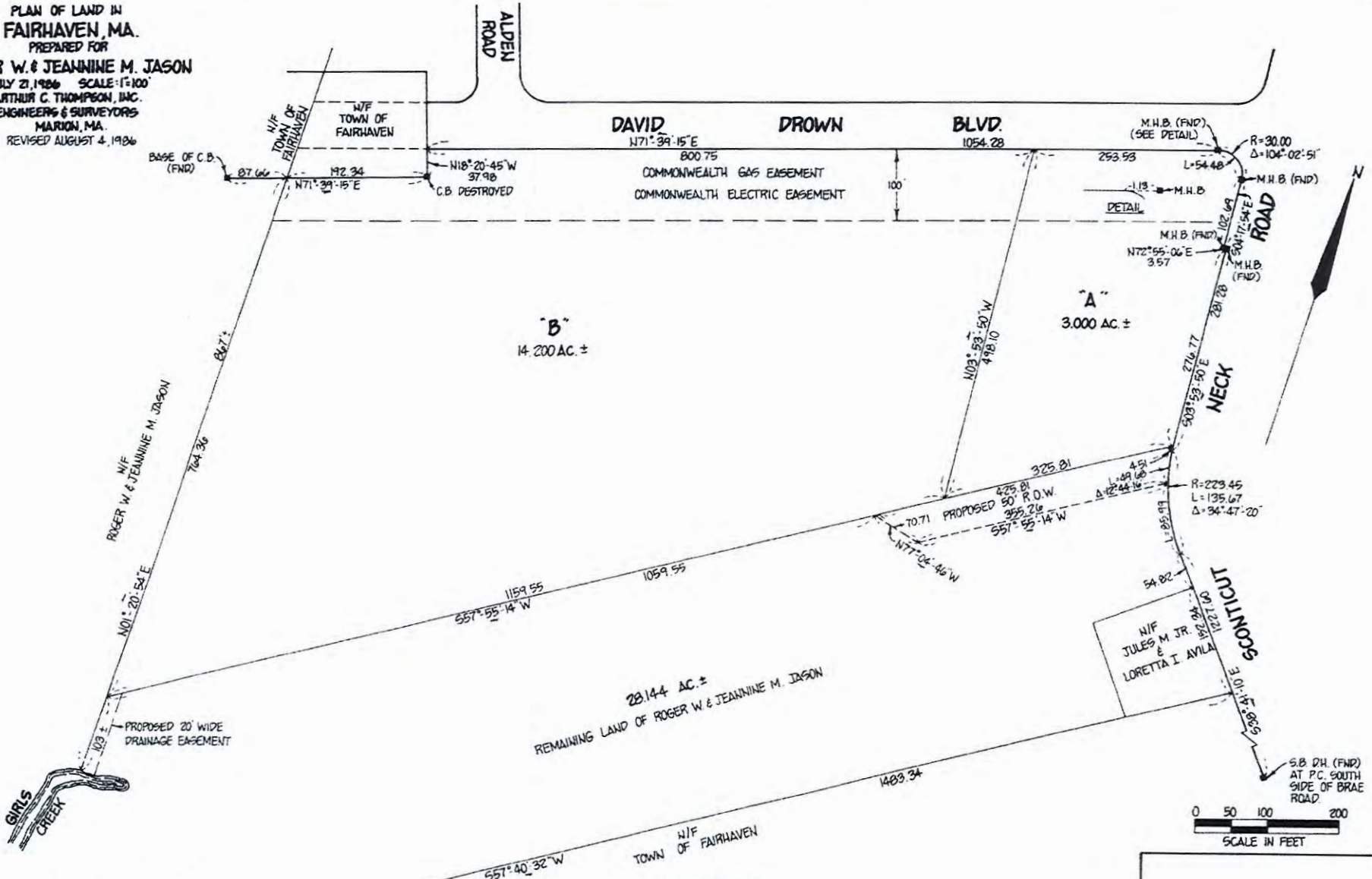
 WWW.NESRAENG.COM

SCALE: 1" = 40'

 DATE: 06/15/11

PLAN OF LAND IN
FAIRHAVEN, MA.
PREPARED FOR

ROGER W. & JEANNINE M. JASON
JULY 27, 1986 SCALE: 1"=100'
ARTHUR C. THOMPSON, INC.
ENGINEERS & SURVEYORS
MARION, MA.
REVISED AUGUST 4, 1986



FAIRHAVEN PLANNING BOARD
APPROVAL UNDER SUBDIVISION
CONTROL LAW NOT REQUIRED

DATE: July 23, 1986
Robert Georges Jr.
John A. Rosh...
Robert...
Ch...
M...
...
...

FAIRHAVEN PLANNING BOARD
APPROVAL UNDER SUBDIVISION
CONTROL LAW NOT REQUIRED

DATE: August 13, 1986
Robert Georges Jr.
John A. Rosh...
Robert...
Ch...
M...
...
...

"I CERTIFY THAT THIS
PLAN CONFORMS WITH THE
RULES AND REGULATIONS OF
THE REGISTERS OF DEEDS."
Robert Georges
PREPARED



REC'D & RECORDED
1986 OCT 28 PM 2:36

REGISTRY OF DEEDS
SOUTHERN DISTRICT

Memo

From: Todd Correia, Fire Chief

Date: September 7, 2023

Re: ALVES WAY

Fire has no issues with ALVES way as long as Highway approves roads.

Regards,

Todd Correia
Chief of Department
Fairhaven Fire Department / Emergency Medical Services
Fairhaven Emergency Management
www.fairhavenfire.org
Office: (508) 994-1428
Fax: (508) 994-1515

Memo

From: Michael J. Myers, Chief of Police

Date: September 8, 2023

Re: ALVES WAY

The Police Department has no issues

Michael J. Myers
Chief of Police
Fairhaven Police Department
1 Bryant Lane
Fairhaven, Ma 02719
508-997-7421
508-997-3147 Fax

Memo

From: Bruce Webb, Conservation Agent

Date: September 18, 2023

Re: ALVES WAY

Conservation has no issues with this petition.

My only comment is that this area has properties which are under jurisdiction of the conservation commission. Any proposed work, including by town entities, which would alter wetland resource areas or their buffer zones would require a permit from the Conservation Commission.

Cheers,
Bruce

Hugh Bruce Webb
Conservation Agent and Sustainability Coordinator
Town of Fairhaven, MA
(508) 979-4023 (ext. 8128)

Memo

From: Rene Robillard, Sewer Superintendent

Date: September 5, 2023

Re: ALVES WAY

Hello,

My only concern is that each Homeowner understands that they are responsible for their E-One pumps if any pump type situation occurs.

The Sewer Dept is only responsible for the E-One force main flushing system put in for any potential backups in the street only.

(Not the Individual homeowner's line) That of course only applies if the Town moves forward with street acceptance.

If not Accepted then it stays all private.

Hope this helps. be well.
Rene

Memo

From: Jeffrey Furtado, Water Superintendent

Date: October 19, 2023

Re: ALVES WAY

All of the water department's issues have been resolved.

There is nothing we have pending.

Jeff

Memo

From: Joshua Crabb, Highway Superintendent

Date: October 19, 2023

Re: ALVES WAY

Our engineer, GCG Associates, reviewed this and found everything to be acceptable. I will defer to their judgement and agree with their recommendation for acceptance

Thanks,
Josh



Executive Session

Monday, October 23, 2023

Pursuant to G.L. c. 30A, § 21(a)(1) To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual (Peter DeTerra)

Pursuant to G.L. c. 30A, s. 21(a)(7) To comply with, or act under the authority of, G.L. c. 30A, s. 22, to review the minutes of Executive Sessions on August 7, 2023



Fairhaven Select Board & Finance Committee Joint Meeting Minutes October 11, 2023

Select Board Members Present: Chair Leon Correy, Vice-Chair Charles Murphy, Clerk Stasia Powers, member Keith Silvia, member Robert Espindola, Town Administrator Angie Lopes Ellison and Assistant Town Administrator Anne Carreiro

Finance Committee Members Present: Chair Padraic Elliot, Claire Millette, Robert Grindrod, Linda Gallant, Peter Gardner, James Souza, Stephen Levesque, David Patterson

Finance Committee Members Present via zoom: Christopher Fidalgo Patricia Pacella

Also Present: Vinnie Furtado, Cam Durant
Allan Giles from Solect Energy

Mr. Correy called to order the Select Board meeting at 6:30p.m.

Mr. Elliot called to order the Finance Committee meeting at 6:30pm

MINUTES

Select Board Motion: Mr. Espindola motioned to accept the September 18, 2023 minutes of the Select Board with an edit to the motion and second for the Board of Health appointment. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Select Board Motion: Mr. Espindola motioned to accept the September 18, 2023 executive session minutes of the Select Board. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Select Board Motion: Mr. Espindola motioned to accept the September 28, 2023 minutes of the joint meeting with the Finance Committee. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Finance Committee Motion: Mr. Fidalgo motioned to accept the September 28, 2023 joint Select Board and Finance Committee Minutes of. Mr. Souza seconded. Roll call vote. Mr. Grindrod in favor, Ms. Gallant in favor, Ms. Millette in favor, Mr. Gardner in favor, Mr. Souza in favor, Mr. Levesque in favor, Mr. Elliott in favor, Ms. Pacella in favor and Mr. Fidalgo in favor. The motion passed unanimously (9-0-0).

Finance Committee member David Patterson arrived at 6:39p.m.

TOWN ADMINISTRATOR UPDATE

Ms. Ellison gave an update on the housing of unsheltered migrant families that the Town was notified of about two weeks ago. The state has contracted with the Seaport Resort and Marina to house these unsheltered families. Initially one family was sent over the first weekend and today we were notified that additional families have arrived and currently we are at seven adults and six children. She thanked the community for the great response and donations that have been received so far. The Town will create a gift account for those who wish to donate monetarily. Ms. Powers thanked Ms. Carreiro, staff and many community groups who have stepped forward to volunteer. Mr. Correy thanked Kelley Ramirez of the Recreation Center and Kevin Gonsalves for donating the school supplies left from the Too Cool for School event.

Mr. Grindrod asked if the Town has any input with the state on where the people come from and suggest that those who come to Fairhaven speak Spanish or French. Ms. Ellison advised that the state tells the Town who comes and we cannot discriminate with specificity in who comes and from where. Ms. Powers added that the School is working closely with the Department of Secondary Education (DESE) for assistance and help to

support the students that will be placed.

SPECIAL TOWN MEETING WARRANT

Mr. Correy reviewed the format for the evening and we have individuals back who were requested to address questions from the last meeting.

Mr. Grindrod asked what was different in what they received tonight. Ms. Hart advised through the Chair the updates were mostly minor language changes or clarifications discussed at the September 28th meeting.

Mr. Espindola recused himself for Article 10 and left the banquet room at 6:47 p.m.

Article 10 – Solar Canopy Project

Allan Giles from Solect Energy addressed the Board regarding the solar canopy project article. He reviewed the background of the company and advised that the article is similar to the solar project completed at the school. He has been working for about eighteen months with the Council on Aging (COA) and Recreation Center (Rec Center) Directors on design and logistics and referred to the presentation (*Attachment A*). The project is designed to over-produce electricity which would generate bill credits for the COA and he has reviewed more than a year's worth of bills from the COA and Rec Center for seasonal trends.

Questions were asked and addressed regarding the cost to the Town, lifespan of equipment, parking space impact, general safety concerns, design, ownership, maintenance, maintenance process, adjustment for production, insurance of the asset, liability, Town Meeting supporting materials, how Solect makes money, heating concerns, state changes to building codes, upgrades, technology changes, car charger options, snow removal and how UV light can penetrate snow.

Select Board Motion: Ms. Powers motioned to recommend adoption for Article 10. Mr. Silvia seconded. The motion passed (4-0-1), Mr. Espindola abstained.

Finance Committee Motion: Mr. Fidalgo motioned to recommend adoption for Article 10. Ms. Millette seconded. The motion passed (7-3-0) Mr. Grindrod, Ms. Gallant and Mr. Souza opposed.

Mr. Espindola returned to the banquet room at 7:29 p.m.

Article 2 – Fund Sewer Labor Contracts

Ms. Ellison advised the Board that a copy of the MOU is not available because it is still under negotiations and not public at this time. It will be similar to the other Collective Bargaining Agreements that have been finalized.

Select Board Motion: Mr. Espindola motioned to recommend At Town Meeting for Article 2. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Finance Committee Motion: Mr. Gardner motioned to recommend At Town Meeting for Article 2. Ms. Millette seconded. The motion passed (8-2-0) Mr. Patterson and Ms. Gallant opposed.

Mr. Elliot explained what a vote to recommend "At Town Meeting" means.

Article 11 – Revolving Funds

Ms. Ellison reviewed that the limit for each fund in this article needs to be increased over what Town Meeting set it for in order to spend from the account due to increased costs. Discussion ensued on what the mooring fees are being used for. Ms. Carreiro read Article 19 from the Town Meeting warrant dated October 20, 2020 which established the revolving fund for mooring fees. A presentation was included in the packet for the meeting and was referred to when explaining GL Chapter 40 Section 53E1/2: Revolving funds (*Attachment B*).

Questions were asked and addressed about the change to the limit, the reason for the expense, the balance in the account and why the Town needs to build the mooring in question.

Select Board Motion: Mr. Espindola motioned to recommend adoption for Article 11. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Finance Committee Motion: Mr. Gardner motioned to recommend At Town Meeting for Article 11. Mr. Grindrod seconded. The motion passed (9-1-0) Ms. Gallant opposed.

Article 3 – Sewer Treatment Plant – Additional Funds

Vinnie Furtado Public Works Superintendent reviewed the status to date of the project, criteria, and timeline agreed to fulfill the requirements. He discussed the various efforts he is taking to secure the lowest cost funding if a zero percent interest rate is not available.

Questions were asked and addressed regarding the deadline, overall project timing, presentation to Town Meeting members to address the cost, regulations and rate impact estimates.

Select Board Motion: Mr. Espindola motioned to recommend adoption for Article 3. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Finance Committee Motion: Mr. Grindrod motioned to recommend adoption for Article 3. Ms. Millette seconded. The motion passed unanimously (10-0-0).

Article 1 – Bills of Prior Year

No additional questions were raised by the Select Board or Finance Committee.

Select Board Motion: Mr. Espindola motioned to recommend adoption for Article 1. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Finance Committee Motion: Mr. Grindrod motioned to recommend adoption for Article 1. Ms. Millette seconded. The motion passed unanimously (10-0-0).

Article 4 – Capital Fee Transfer

No additional questions were raised by the Select Board or Finance Committee.

Select Board Motion: Mr. Espindola motioned to recommend adoption for Article 4. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Finance Committee Motion: Mr. Grindrod motioned to recommend adoption for Article 4. Ms. Millette seconded. The motion passed unanimously (10-0-0).

Article 5 – Water Storage Tank Maintenance Contract

No additional questions were raised by the Select Board or Finance Committee.

Select Board Motion: Mr. Espindola motioned to recommend adoption for Article 5. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Finance Committee Motion: Mr. Grindrod motioned to recommend adoption for Article 5. Ms. Millette seconded. The motion passed unanimously (10-0-0).

Article 6 – Safe Routes to School Property Easement Compensation

Mr. Espindola recused himself for Article 6 and left the banquet room at 8:08 p.m.

No additional questions were raised by the Select Board or Finance Committee.

Select Board Motion: Ms. Powers motioned to recommend adoption for Article 6. Mr. Murphy seconded. The motion passed (4-0-1) Mr. Espindola abstained.

Finance Committee Motion: Mr. Grindrod motioned to recommend adoption for Article 6. Ms. Millette seconded. The motion passed (9-0-1) Mr. Gardner abstained.

Mr. Espindola returned to the banquet room at 8:10 p.m.

Article 7 – Town Hall Fire Alarm Panel

Ms. Ellison explained that the language in this article reflects that this is an emergency cost and the amount changed front initial quotes. The panel is over twenty-five years old and will also be relocated away from direct heat.

Select Board Motion: Mr. Espindola motioned to recommend adoption for Article 7. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Finance Committee Motion: Mr. Grindrod motioned to recommend At Town Meeting for Article 7. Ms. Millette seconded. The motion passed unanimously (10-0-0).

Article 8 – Election Poll Pads

No additional questions were raised by the Select Board or Finance Committee.

Select Board Motion: Mr. Espindola motioned to recommend adoption for Article 8. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Finance Committee Motion: Mr. Grindrod motioned to recommend At Town Meeting for Article 8. Ms. Millette seconded. The motion passed unanimously (10-0-0).

Article 9 – Amend FY23 Community Preservation Committee Appropriation

No additional questions were raised by the Select Board or Finance Committee.

Select Board Motion: Mr. Espindola motioned to recommend adoption for Article 9. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Finance Committee Motion: Mr. Grindrod motioned to recommend At Town Meeting for Article 9. Ms. Millette seconded. The motion passed unanimously (10-0-0).

Article 12 – Appointment of Town Clerk

Ms. Powers voiced her support for this article, the current position as elected is antiquated and very few elected Town Clerk positions left. The specificity of the job requires a hired employee to train and stay current on processes like elections.

Select Board Motion: Mr. Espindola motioned to recommend adoption for Article 12. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Finance Committee Motion: Mr. Grindrod motioned to recommend Yield to Petitioner for Article 12. Mr. Fidalgo seconded. The motion passed (9-0-1) Mr. Souza opposed.

Mr. Elliot advised the Finance Committee what a recommendation of Yield to Petitioner means. He reminded them that there is an opportunity to speak on the floor of town meeting as a Town Meeting member and not as a Finance Committee member.

Article 13 – Amend Bylaws Chapter 40 § 2-7

Ms. Ellison said she understood the questions about the recommended updates from Bond Counsel and Town Counsel were related to specifics of who had requested which update.

Select Board Motion: Mr. Espindola motioned to recommend At Town Meeting for Article 13. Ms. Powers seconded. The motion passed (3-2-0) Mr. Correy and Ms. Powers opposed.

Finance Committee Motion: Ms. Pacella motioned to recommend At Town Meeting for Article 13. Mr. Gardner seconded. The motion passed (7-1-2) Mr. Souza opposed, Ms. Gallant and Ms. Millette abstained.

Ms. Ellison reviewed the various suggested changes. What would now be Section 40-5 (previously 40-6) was a language change recommendation of Bond Counsel. Ms. Ellison reported that Town Counsel also reviewed and recommended different updates to the language throughout. Some recommendations clean up the wording and some correct the wording because it reflects dual authority between the Town Administrator and The Capital Improvement Planning Committee and would conflict with the Special Acts. The update to the members in section 40-2, A (7) can be a resident appointed by the Select Board or a Select Board member.

Mr. Espindola renewed his request for a marked-up copy showing each change and summary of the changes. He also said the removal of the public hearing (section 40-5) is a problem. The meetings should be in public with public access to comment.

Ms. Ellison reminded everyone that the Capital Improvement Planning Committee (CIP) has public meetings that are open and recorded and have not been done as a public hearing; it is not recommended by the Department of Revenue that CIP have a public hearing as part of their process.

Mr. Elliott said he also was expecting a summary of why for each of the changes. He also said that the member listed in 40-2, A (8) had been an appointment of a member of the Finance Committee who would sit in at the meetings. Mr. Elliot said he disagreed with the removal of deadlines and also removal of section 40-7 which seemed to suggest the Town Administrator was controlling the expenditures.

Ms. Ellison advised that the Ex-Officio, non-voting member was removed because anyone can sit in a public meeting without being in the bylaw and she will ask Town Counsel about this bullet point again. There are checks and balances as part of the overall finances and statutory controls on how funds are spent. Town Counsel pointed out that section 40-7 is covered in MGL and through the checks and balances and not a function of the CIP. Deadlines are covered within the overall budget season and the deadline in this bylaw did not coincide.

Cathy Melanson Chair of the CIP Committee was online and Ms. Ellison asked if CIP had public hearings. Ms. Melanson said not in the last five years that she was aware of and explained that the overall process of CIP was to have department heads present their requests for spending over twenty-five thousand dollars along with a five-year plan. The projects would be ranked according to six criteria and then the list would be submitted to the Town Administrator.

Article 14 – Citizen’s Petition - Street Acceptance Alves Way

Mr. Espindola recused himself for Article 14 and left the banquet room at 8:50 p.m.

No additional questions were raised by the Select Board or Finance Committee.

Select Board Motion: Ms. Powers motioned to recommend Yield to Petitioner for Article 14. Mr. Silvia seconded. The motion passed (4-0-1) Mr. Espindola abstained.

Finance Committee Motion: Mr. Grindrod motioned to recommend Yield to Petitioner for Article 14. Ms. Millette seconded. The motion passed unanimously (10-0-0).

Mr. Espindola returned to the banquet room at 8:52 p.m.

Article 15 – Citizen’s Petition - Ask Sustainability Committee to Reconsider Article 22 from Annual Town Meeting May 6, 2023

Ms. Ellison reminded everyone that Town Counsel had reviewed the submission and advised it was not a valid article as submitted because it asks the Sustainability Committee to reconsider their article from the May 6, 2023 Annual Town Meeting. Select Board had been advised to acknowledge receipt at a previous meeting which they did and it was forwarded to the Sustainability Committee to acknowledge.

Select Board Motion: Mr. Espindola motioned to recommend Yield to Petitioner for Article 15. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Finance Committee Motion: Mr. Grindrod motioned to recommend Yield to Petitioner for Article 15. Ms. Millette seconded. The motion passed (9-1-0) Mr. Patterson opposed.

Article 16 – Other Business

No action is needed

Select Board Motion: Mr. Espindola motioned to close the warrant of the November 14, 2023 Special Town Meeting. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Mr. Correy reminded everyone that the date of the Special Town Meeting is Tuesday, November 14, 2023 at 7:00 p.m. at the Hastings Middle School. Precinct meetings to be determined by the Town Moderator.

Mr. Correy thanked the Town and the delegates from Japan for an excellent Manjiro Festival weekend.

Mr. Elliott asked for a follow-up joint meeting to review article 2 and 13/

The Finance Committee adjourned at 8:58 p.m.

The Select Board adjourned at 8:58 p.m.

Respectfully submitted on behalf of the Select Board Clerk (ah)

ATTACHMENTS:

- A. Solect Energy Presentation
- B. Revolving Fund and Town Meeting October 20, 2020 Article 19

Approved on ____, 2023

Memo

From: Kyle DeCicco-Carey
Date: September 19, 2023
Re: Library Trustee Appointment

I am writing to inform the Fairhaven Select Board that the Millicent Library Board of Trustees recently voted to appoint Robert Grindrod as an elected Board of Trustee to fill a vacant position.

Since Mr. Grindrod had been appointed to the Millicent Library Board of Trustees by the Select Board, there is now a vacancy to be appointed by the Select Board.

Attached is an application we have on file for Meredith Lodge Smith for the Select Board's consideration.

Sincerely,

Kyle DeCicco-Carey
Secretary, Millicent Library Board of Trustees

--

Kyle DeCicco-Carey [he/him/his]
Library Director
MS LIS, CA, DAS

Millicent Library

45 Center Street

PO Box 30

Fairhaven, MA 02719

<https://millicentlibrary.org>

508.992.5342, ext. 110



Fairhaven Firefighter Swearing In

Monday, October 23, 2023

- **Lieutenant Brian Riggs**
- **Lieutenant Tyler Correia**

Volunteer Application

Full Name: Diane Tomassetti

How long have you been a Fairhaven resident: 20+ years

What Board/Committee are you interested in joining? What is your reason for joining? Planning Board - objectivity, utilization of my strengths, support and conscientious planning for this wonderful town of Fairhaven.

Have you attended a meeting of this Board or Committee: Yes

Have you (or are you currently) served on any Town of Fairhaven Boards:
No

Interests and Qualifications: I have a background in leadership & management with a focus on architectural design & more.



Terry Lopes Bio

It is with great pleasure that we announce the annual recipient of the Katie Brienzo Personal Achievement Award 2023. Terry Lopes is an excellent example of someone who enjoys seeing others happy and enjoys helping out in the community. Terry is a proud participant in various parades including the Fairhaven parades and the Cape Verdean Parades. He enjoys participating in the community. Terry is a true example of a genuine person that anyone can rely on.

Terry is an outstanding cyclist. He rides his bicycle with passion in the surrounding areas and therefore is a familiar face to many. Riding around the city and neighboring towns daily is a great way to exercise and is beneficial to Terry's excellent fitness.

Terry is close to his family. He lives independently with his brother in New Bedford. Since childhood, Terry has collected model police cars from various states. Terry's goal is to obtain as many police cars as he can for his remarkable collection.

Terry is a hard and reliable worker. He is an employee of Papa Ginos. Terry is dedicated to getting the job done. He accomplishes all tasks that are given to him and goes above and beyond to make sure everything is always running smoothly. His dedication is an inspiration to many. We are thankful to have him associated with MO Life.

Terry, we applaud all that you do and are so proud of you! We all know that you will continue to be successful and strive to enhance your life and the lives of those around you!

Congratulations!!!



www.molifeinc.com



4 Lambeth Park Dr. Fairhaven, MA 02719
43 Daniel St. Fairhaven, MA 02719



508-992-5978

**RECOGNIZING AND COMMEMORATING THE 77TH ANNIVERSARY OF
NATIONAL DISABILITY EMPLOYMENT AWARENESS MONTH**

Recognizing and commemorating the 77th anniversary of National Disability Employment Awareness Month.

77th Anniversary of National Disability Employment Awareness Month

WHEREAS October 2023 marks the 78th anniversary of National Disability Employment Awareness Month; and

WHEREAS, the purpose of National Disability Employment Awareness Month is to educate about disability employment issues and celebrate the many and varied contributions of America's workers with disabilities; and

WHEREAS, the history of National Disability Employment Awareness Month traces back to 1945 when Congress enacted a law declaring the first week in October each year "National Employ the Physically Handicapped Week;" and

WHEREAS, in 1962, the word "physically" was removed to acknowledge the employment needs and contributions of individuals with all types of disabilities; and

WHEREAS, in 1988, Congress expanded the week to a month and changed the name to National Disability Employment Awareness Month; and

WHEREAS, Workplaces welcoming of the talents of all people, including people with disabilities, are a critical part of our efforts to build an inclusive community and strong economy; and

WHEREAS, Activities during this month will reinforce the value and talent people with disabilities add to our workplaces and communities and affirm the Town of Fairhaven's commitment to an inclusive community that increases access and opportunities to all, including individuals with disabilities.

Therefore, be it RESOLVED, That the Selectboard of the Town of Fairhaven, Massachusetts recognize and commemorate the 78th anniversary of National Disability Employment Awareness Month; and be it further

RESOLVED, That the Selectboard of the Town of Fairhaven, Massachusetts call upon employers, schools, and other community organizations in the Town of Fairhaven, the Commonwealth, and throughout the country to observe October with appropriate programs and activities, and to advance its important message that people with disabilities add value and talent to our workplaces and communities; and be it further

RESOLVED, That the Selectboard of the Town of Fairhaven, Massachusetts will continue to take steps to recruit, hire, retain, and advance individuals with disabilities and work to pursue the goals of opportunity, full participation, economic self-sufficiency, and independent living for people with disabilities.



RECEIVED
MAY 20 2023

September 20, 2023

STATEMENT OF INTENT TO SELL

To: **Town of Fairhaven, Select Board**
 Town of Fairhaven, Board of Assessors
 Town of Fairhaven, Planning Board
 Town of Fairhaven, Conservation Commission

By hand delivery to: each office
 Town Hall, 40 Center Street
 Fairhaven, Massachusetts 02719
 (See copy of Affidavit attached)

Massachusetts State Forester
 c/o Bureau of Forest Fire Control and Forestry
 Department of Conservation and Recreation
 251 Causeway Street, 9th Floor
 Boston, Massachusetts 02114

By Certified Mail
 (See copy of Affidavit attached)

Greetings:

STATEMENT

Please accept this letter as a Statement of Intent to Sell

It is the intent of Buzzards Bay Coalition, Inc. ("BBC") to sell the two (2) parcels of land identified as Lot 27 and Lot 28 on the attached plan of land.

The intended purchasers of the said parcels are identified, along with the intended purchase price, in the attached copies of the in force Purchase and Sale Agreements ("Agreements") which have been certified. It is BBC's belief that the said Agreements evidence bona fide offers to purchase each parcel.

To the best of BBC's knowledge, the intended purchasers each wish to utilize each parcel for residential use.



To the best of BBC's knowledge, the subject parcels have been categorized by the Town of Fairhaven as Chapter 61A – Agricultural – Horticultural land for the past 10 years or longer.

It is understood that the Town of Fairhaven has a period of 120 days from the date of this Notice was hand delivered to Town Hall or placed in the mail, certified return receipt requested (which ever date is later) to determine whether it wishes to exercise its right of first refusal option to meet the bona fide offers to purchase the described lands. However, BBC would be grateful if a decision could be made sooner than that time in order to move to closing upon approval of the pending subdivision plan by Land Court.

BBC acquired the former Jenney property in July 2022 for conservation purposes. We are working with federal Department of Agriculture to place an agricultural restriction on the farm and its fields and then find an owner that will continue to farm the property. At the same time, we are selling off the existing house close to Sconticut Neck Road and a second house lot to help fund our initial acquisition. Each lot's existing field (along the road) will be deed restricted to remain a field.

If additional information is required, please contact Allen Decker at the BBC office or at (508) 999-6363 x 204 or decker@savebuzzardsbay.org.

Thank you for your attention to this matter.

Sincerely,



Allen D. Decker
Director of Land Protection

Enclosures:

- 1) Notice of Intent to Sell
- 2) Affidavit as to Hand Delivery to Fairhaven Town Offices (4)
- 3) Affidavit as to Certified Mail to Massachusetts State Forester
- 4) Copy of Purchase and Sale Agreement for Lot 27 (a/k/a Parcel A) and Certification
- 5) Copy of Purchase and Sale Agreement for Lot 28 (a/k/a Parcel B) and Amendment of Purchase and Sale Agreement and Certification
- 6) Copy of deed of subject property to Buzzards Bay Coalition, Inc. dated June 21, 2022 and filed as Document 133237 in the Bristol County (Southern District) Registry of Deeds Division of the Land Court
- 7) Copy of plan entitled "Approval Not Required Plan of Land, Assessors Map 29 Lots 18 & 18D, 427 & 431 Sconticut Neck Road, Fairhaven, Massachusetts" by Farland Corp. dated February 21, 2023 latest revision June 7, 2023
- 8) Airphoto map

NOTICE OF INTENT TO SELL

This Notice of Intent to Sell relates to property owned and described as follows:

Owner: Buzzards Bay Coalition, Inc.
114 Front Street
New Bedford, Massachusetts 02740

c/o Allen Decker
Director of Land Protection
Phone: (508) 999-6363 x 204
Email: decker@savebuzzardsbay.org

Location: Land identified as Lots 27 and 28 on Sconticut Neck Road in Fairhaven, Massachusetts on a plan by Farland Corp. with a latest revision date of June 7, 2023 (copy of plan attached)

Legal Ref: Both lots are part of the premises acquired by Buzzards Bay Coalition, Inc. in a deed filed as Document 133237 in the Bristol County (Southern District) Registry of Deeds Division of the Land Court (copy of deed attached)

Assessors Ref: Lot 27 is currently identified as Map 29, Lot 18
Lot 28 is currently identified as a portion of Map 29, Lot 18D

Size: Lot 27 is 80,338± square feet per said plan
Lot 28 is 66,655± square feet per said plan

Proposed Use: Residential

AFFIDAVIT

I, John Chester, being a staff employee of Buzzards Bay Coalition, Inc., do hereby swear that on SEPTEMBER 20TH, 2023, I personally hand delivered a package collectively enclosing a Notice and Statement of Intent to Sell land located on Sconticut Neck Road, Fairhaven, Massachusetts and identified as Assessors Map 29, Lot 18 (Lot 27 on the plan enclosed in the said package) and a portion of Assessors Map 29, Lot 18D (Lot 28 on the plan enclosed in the said package) to the following offices at Fairhaven Town Hall:

Fairhaven Select Board
Fairhaven Board of Assessors
Fairhaven Planning Board
Fairhaven Conservation Commission



John Chester

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BRISTOL

On this 20th day of September, 2023, before me, the undersigned notary public, personally appeared, John Chester, who proved to me through satisfactory evidence of identification, which was being personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Allen D. Decker

Notary Public

My Commission Expires: 12/21/2029

AFFIDAVIT

I, John Chester, being a staff employee of Buzzards Bay Coalition, Inc., do hereby swear that on SEPTEMBER 20TH, 2023, I mailed this day by certified mail, return receipt requested, a package collectively enclosing a Notice and Statement of Intent to Sell land located on Sconticut Neck Road, Fairhaven, Massachusetts and identified as Assessors Map 29, Lot 18 (Lot 27 on the plan enclosed in the said package) and a portion of Assessors Map 29, Lot 18D (Lot 28 on the plan enclosed in the said package) to the following:

Massachusetts State Forester
c/o Bureau of Forest Fire Control and Forestry
Department of Conservation and Recreation
251 Causeway Street, 9th Floor
Boston, Massachusetts 02114



John Chester

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BRISTOL

On this 20th day of September, 2023, before me, the undersigned notary public, personally appeared, John Chester, who proved to me through satisfactory evidence of identification, which was being personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.




Allen D. Decker

Notary Public

My Commission Expires: 12/21/2029

CERTIFICATION

I, Allen D. Decker, being an attorney licensed by the Commonwealth of Massachusetts, do hereby swear that the document attached to this Certificate represents a valid and complete copy of a Purchase and Sale Agreement, dated December 23, 2022 by and between Buzzards Bay Coalition, Inc. and Timothy and Phonephanh Macy for land with any and all buildings thereon known as Assessors Map 29, Lot 18 (a/k/a 431 Sconticut Neck Road, Fairhaven, Massachusetts 02719).




Allen D. Decker
BBO # 662977

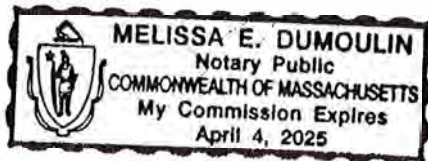
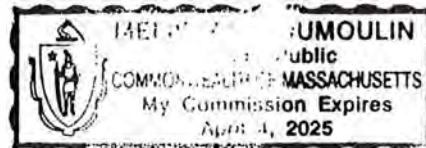
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BRISTOL

On this 20th day of September, 2023, before me, the undersigned notary public, personally appeared, Allen D. Decker, who proved to me through satisfactory evidence of identification, which was License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public
My Commission Expires: April 4, 2025



Purchase and Sale Agreement

Between

Buzzards Bay Coalition, Inc.

&

Timothy and Phonephanh Macy

This 23 day of December, 2022

1. Parties and Mailing Addresses

Buzzards Bay Coalition, Inc. a Massachusetts nonprofit corporation ("SELLER")
114 Front Street
New Bedford, MA 02740

agrees to SELL, and

Timothy and Phonephanh Macy ("BUYER")
9506 Sumac Circle
San Antonio, TX 78266, or its assigns

agrees to BUY, upon the terms hereinafter set forth ("Agreement"), the property described below.

2. Description

That certain parcel of land in the Town of Fairhaven comprising approximately 2 acres, more or less, having a current address of 431 Sconticut Neck Road ("Premises") and generally depicted on that certain map identified as Exhibit "A" and attached hereto and incorporated herein by reference.

For SELLER's title see Certificate of Title No. 25952 registered with the Bristol County South Land Court Registry District.

Included in the sale as part of the Premises is the existing house (and all fixtures, built-ins and contents therein) and any other structures and improvements now thereon.

3. Title Deed

Said Premises to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- a. provisions of existing building and zoning laws;
- b. such taxes for the then current year as are not due and payable on the date of the delivery of the deed;

- c. any liens for municipal betterments assessed after the date of this Agreement;
- d. easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said Premises as a single family home; and
- e. Chapter 61A lien registered as Document 86752 in the Bristol County South Land Court Registry District.

4. Plans

The SELLER shall pay for a plan to be recorded to describe the Premises and deliver it in form adequate for recording or registration.

5. Registered Title

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

6. Purchase Price

The agreed upon purchase price for said Premises is Four Hundred Fifty Thousand and No/100ths Dollars (\$450,000.00) ("Purchase Price") with a deposit of Twenty Thousand and No/100ths Dollars (\$20,000.00), the receipt and sufficiency of which is acknowledged by the SELLER, and the balance of the Purchase Price is to be paid in full by certified, cashier's, treasurer's or bank check or wired funds at the time of delivery of the deed.

7. Time For Performance; Delivery of Deed

Such deed is to be delivered on or before 10:00 AM on February 17, 2023 ("Closing Date"), at the Bristol County (Southern District) Registry of Deeds, unless otherwise agreed upon in writing by the parties or unless otherwise extended in accordance with the provisions of this Agreement. It is agreed that time is of the essence for this Agreement. The parties hereto agree that the time of performance may be accelerated to an earlier date such as mutually acceptable to the BUYER and SELLER.

8. Possession and Condition of Premises

Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of delivery of the deed, said Premises to be then:

- a. in the same condition as it now is, reasonable use and wear thereof excepted;
- b. not in violation of said building and zoning laws; and
- c. in compliance with provisions of any instruments referred to in Paragraph 3 above.

The BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this paragraph.

9. Extension to Perfect Title or Make Premise Conform

Excluding the time required to obtain the approval of any required plan by the Land Court and to obtain any release of the Chapter 61A Lien from the Town, if the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, SELLER shall use reasonable efforts to remove any defects in title, to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the Closing Date, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days. SELLER shall not be obligated to expend more than Two Thousand Two Hundred Fifty and No/100ths Dollars (\$2,250.00) in using reasonable efforts hereunder exclusive of monetary encumbrances.

10. Failure to Perfect Title or Make Premises Conform

If, at the expiration of the extended time, the SELLER shall have failed to remove any defects in title, deliver possession, or to make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. Buyer's Election to Accept Title

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay, therefore, the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either:

- a. pay over or assign the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or
- b. if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

12. Acceptance of Deed

The acceptance of a deed by the BUYER or its nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the Closing Date.

13. Use of Money to Clear Title

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, except instruments, such as discharges from institutional lenders, which are customarily recorded after the closing.

14. Insurance

Until the delivery of the deed, the SELLER shall maintain insurance on the Premises as is currently in force.

15. Adjustment of Expenses

Water and sewer use charges, if any, and fuel oil value, if any, shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the BUYER at the time of delivery of the deed.

16. Adjustment of Real Estate Taxes

Real property taxes for the then current tax year shall be apportioned as of the Closing Date in accordance with the practice standards of the Real Estate Bar Association of Massachusetts ("REBA"), or its successor organization, and the net amount thereof shall be deducted from, or added to the Purchase Price payable by the BUYER to the SELLER, as the case may be provided however that the SELLER shall be responsible for the payment of any conveyance penalties or roll back real property taxes associated with the sale of the Premises.

17. Adjustment of Unassessed and Abated Taxes

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with the reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes, which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. Broker's Fee

A total Broker's Fee for professional services of five percent (5%) of the Purchase Price is due from the SELLER as two and one-half percent (2.5%) to Chris Demakis of Demakis Family Real Estate, Inc. and two and one-half percent (2.5%) to Justin Mandese of Real Broker MA, LLC, the Broker(s) herein, but if the SELLER pursuant to the terms of Paragraph 21 hereof retains the deposit(s) made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this Agreement, whichever is the lesser.

19. Broker(s) Warranty

The Brokers named herein, Chris Demakis of Demakis Family Real Estate, Inc. and Justin Mandese of Real Broker MA, LLC, warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.

20. Deposit(s)

All deposit(s) made hereunder shall be held in an escrow account by Demakis Family Real Estate, Inc. as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance under this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by the SELLER and the BUYER.

21. Buyer's Default Damages

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law or in equity for any breach hereunder.

22. Liability of Trustee, Shareholder, Beneficiary

If the SELLER or BUYER execute this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

23. Warranties and Representations

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

NONE MADE OR RELIED UPON.

24. Financing Contingency

BUYER'S obligations hereunder are subject to, and conditioned upon, the issuance of a commitment letter by an institutional mortgage lender or mortgage broker ("Lender") to BUYER on or before February 2, 2023 ("Contingency Date") in which Lender agrees to lend up to Three Hundred Fifty-six Thousand and No/100ths Dollars (\$356,000.00) at the prevailing interest rate with zero (0) points for a term of thirty (30) years with the Premises having an appraised value at or above Four Hundred Forty Thousand and No/100ths Dollars (\$440,000.00), based solely upon the security of a mortgage on the Premises in order for BUYER to purchase the Premises. The BUYER shall have an obligation to act reasonably diligently to satisfy any Lender condition within the BUYER's control. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted one (1) application for financing by December 21, 2022.

If a commitment letter is not issued by the Contingency Date in accordance with the terms described above, and BUYER has received written denial of financing from the Lender by the Contingency Date, BUYER shall have the right to terminate this Agreement on notice to the SELLER no later than one (1) calendar day after the Contingency Date. BUYER shall deliver a copy of the financing denial letter to SELLER with the notice of termination. In the event that said notice is not timely received by SELLER, this condition is deemed waived. In the event of such termination, all parties shall be relieved of any liability to the other by reason of this Agreement.

25. Construction of Agreement

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this agreement nor are they to be used in determining the intent of the parties to it.

26. Practice Standards

Any matter or practice arising under or related to this Agreement which is the subject of a practice standard of REBA, or its successor organization, shall be governed by such standard to the extent applicable.

27. Internal Revenue Service Documents

Simultaneously with the delivery of the deed for the fee interest in the land, SELLER shall execute and/or deliver:

- a. An affidavit satisfying the requirements of § 1445 of the Internal Revenue Code and regulations issued there under which states, under penalty of perjury the SELLER'S United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER'S address (the "1445 Affidavit"); and
- b. Internal Revenue Service Form W-8 or Form W-9, as applicable, with the SELLER'S United States tax identification number and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to backup withholding.

28. Superseding Agreement

This Agreement supersedes all prior agreements between the parties, either oral or written, including all Offers to Purchase, which are hereby deemed null and void.

29. Notice

Any notice to be given hereunder shall be in writing and signed by the parties or the parties attorneys and shall be deemed to have been given (a) when delivered in hand; or (b) when mailed by certified mail, postage prepaid; or (c) when sent by facsimile addressed:

In the case of the BUYER to: Jody Sceery, Esquire
JMS Title & Closing Services, LLC
117 Church Street
East Greenwich, RI 02818
O) (401) 935-9437
sceery@verizon.net

In the case of the SELLER to: John J. Coughlin, Esquire
Bogle, DeAscentis & Coughlin, P.C.
57 North Main Street
Fall River, MA 02790
O) (508) 677-2800
jcoughlin@b-dlaw.com

30. Chapter 61A Lien

The parties agree and acknowledge that the Premises is currently subject to a Massachusetts General Laws Chapter 61A agricultural lien held by the Town of Fairhaven ("Town"). The SELLER will make best efforts to have the lien released by the Town and will be responsible for the payment of any conveyance penalties or roll back real property taxes associated with said release.

31. Lot Plan Preparation

The parties agree and acknowledge that SELLER shall engage a state-licensed engineer to create a plan of land that establishes the lot depicted as the Premises (431 Sconticut Neck Road) on

Exhibit "A" and submit said plan to the Massachusetts Land Court ("Land Court") and the Town of Fairhaven Planning Board ("Town Planning Board") for review and approval. The parties agree and acknowledge that this Agreement and the Closing Date shall be automatically extended until ten (10) calendar days after final approval (including any appeal period) by the Land Court and the Town Planning Board should said final approval (including any appeal period) not occur prior to the Closing Date.

32. Use of Premises and Retained Rights

The parties agree and acknowledge to following:

- a. The BUYER's use of that portion of the Premises colored red on Exhibit "A" will be permanently restricted to agricultural use only with no structures allowed with said portion being defined on the plan of land being developed by the SELLER in accordance with a Land Management Easement and Restriction reserved by the SELLER in the deed to the BUYER in a form drafted by the SELLER; and
- b. As part of the conveyance of the Premises, SELLER will reserve in the deed to the BUYER rights of access and use to, and for, the remainder of its property (including 427 Sconticut Neck Road as well as the associated 1.7 acre, more or less, lot) on Exhibit "A". The right of access will be over the existing way shown as Driveway Access (blue dashed line) on Exhibit "A". The right of use will be for the installation of utilities along or under the said existing way. Said rights of access and use may be assigned/shared by the SELLER to a subsequent buyer of the associated 1.7 acre lot while also being retained for 427 Sconticut Neck Road.

33. Inspections

While BUYER may undertake a home inspection for the existing house on the Premises, it, and any other inspections, are for the BUYER's informational purposes only. This Agreement is not contingent upon any inspections.

34. Lead Paint Law.

The parties acknowledge that, under Massachusetts law, whenever a child or children under six (6) years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six (6) years of age.

35. Smoke Detectors.

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which the Premises are located stating that the Premises have been equipped with approved smoke detectors in conformity with applicable law.

36. Carbon Monoxide Detectors

The SELLER shall provide a certificate from the fire department of the city or town in which the Premises are located, either in addition to or incorporated into the certificate described above, stating that the Premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 § 26F1/2 or that the Premises are otherwise exempted from the statute.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

BUYER:

Timothy Macy dotloop verified
12/23/22 6:56 PM GMT
UENU-RXD9-FNH5-3HGC

Timothy Macy

Phonephanh Macy dotloop verified
12/23/22 6:57 PM GMT
GWOK-SVBT-ARC3-KUWS

Phonephanh Macy

SELLER

Buzzards Bay Coalition, Inc.:

By: 

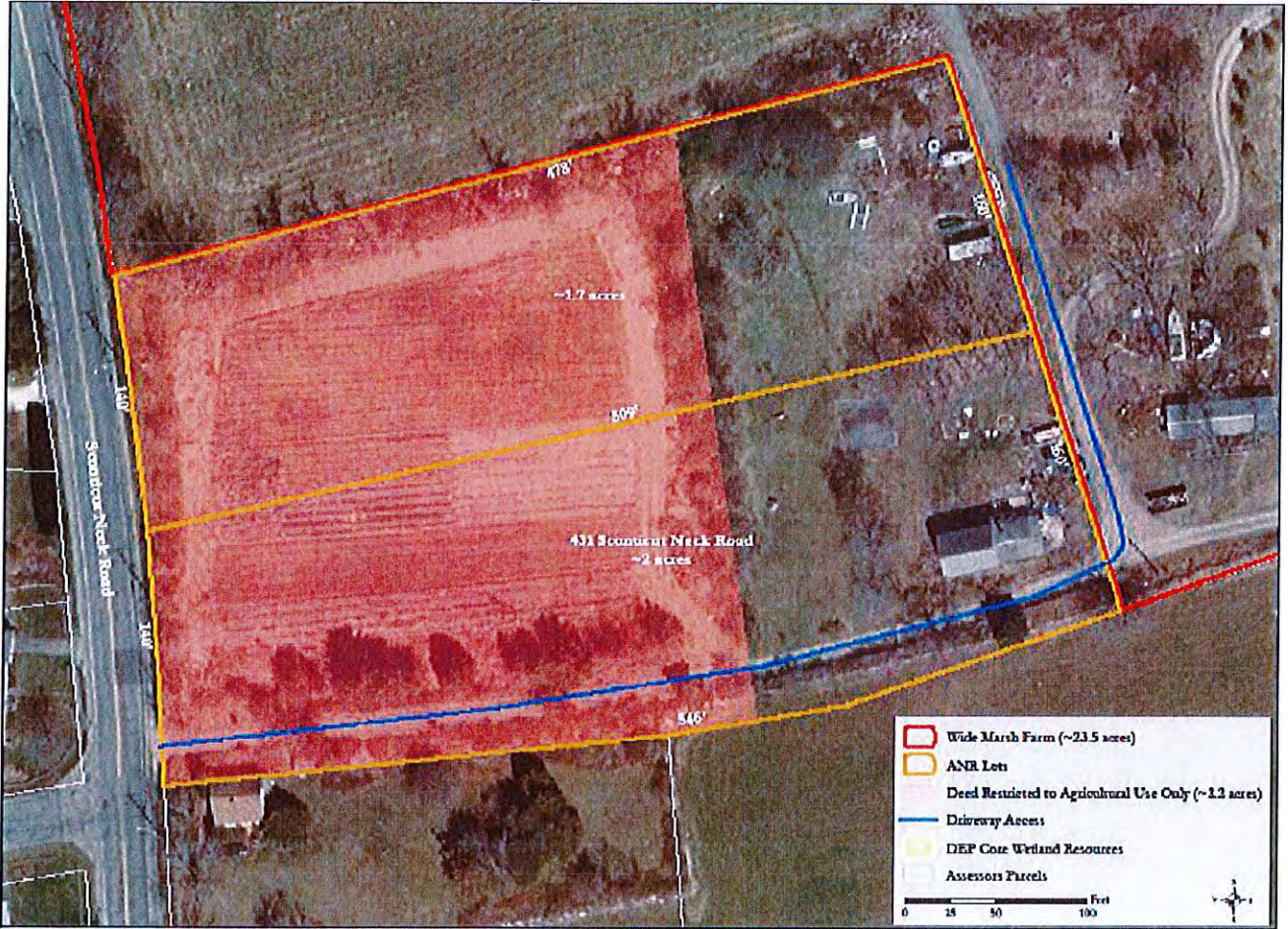
Brendan Annett

Vice-President, Watershed Protection,
and not individually

Exhibit "A"

Exhibit Map

431 Sconticut Neck Rd – Proposed House Lot & Conservation Restriction



CERTIFICATION

I, Allen D. Decker, being an attorney licensed by the Commonwealth of Massachusetts, do hereby swear that the document attached to this Certificate represents a valid and complete copy of a Purchase and Sale Agreement, dated June 8, 2023 by and between Buzzards Bay Coalition, Inc. and Mark Viveiros (as amended) for land with any and all buildings thereon known as a portion of Assessors Map 29, Lot 18D (a/k/a Parcel B).



Allen D. Decker
BBO # 662977

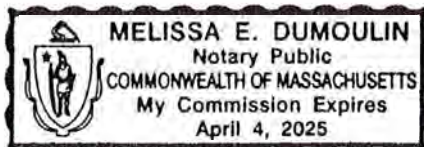
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BRISTOL

On this 20th day of September, 2023, before me, the undersigned notary public, personally appeared, Allen D. Decker, who proved to me through satisfactory evidence of identification, which was License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public
My Commission Expires: April 4, 2025



ADDENDUM TO PURCHASE AND SALE AGREEMENT

Buyer(s): Mark Viveiros
Seller(s): Buzzards Bay Coalition, Inc.
Property: vacant land on Sconticut Neck Rd. (Map 29 Lot 18D), Fairhaven, MA 02719

The above-referenced Purchase and Sale Agreement dated June 8, 2023 is hereby amended as follows; In accordance with Section 3 of said P&S Agreement the Buyer hereby designates Crystal Vaughan to take title to the Premises and she shall be the Buyer under Section 1 of said P&S Agreement.

PARAGRAPH 1:

The BUYER shall now be known as Crystal Vaughan. All other terms and conditions of said P&S Agreement shall remain in full force and effect and are hereby ratified and confirmed.

DATED: July 12, 2023

Mark Viveiros
Buyer:

Mark Viveiros, 7/19/2023
Seller:

Buyer:

Seller:

Accepted and agreed to by:

Crystal L. Vaughan dotloop verified
07/25/23 11:25 AM EDT
58FA0D1F00-4264

Crystal Vaughan
902 Tobey St.
Aurubinet, MA 02743

Purchase and Sale Agreement

Between
Mark Viveiros

&

Buzzards Bay Coalition, Inc.

for the purchase of Parcel B at Wide Marsh Farm

This 8th day of June, 2023

1. Parties and Mailing Addresses

Buzzards Bay Coalition, Inc. a Massachusetts nonprofit corporation (“SELLER” and/or “BBC”)
114 Front Street
New Bedford, MA 02740

agrees to SELL, and

Mark Viveiros (“BUYER” and/or “Viveiros”)
21 Grandview Ave. Fairhaven, MA 02719

or his Nominee

agrees to BUY, upon the terms hereinafter set forth (“Agreement”), the property described below.

2. Description

That certain parcel of land in the Town of Fairhaven comprising approximately 1.7 acres, more or less, and being a portion of Fairhaven Assessors Map 29, Lot 18D (the “Premises”) and generally depicted on that certain map identified as Exhibit A as “Parcel B” which is attached hereto and incorporated herein by reference. The parcel shall be approved by the Town of Fairhaven Planning Board as a legal residential lot under the Fairhaven Zoning Code prior to conveyance and be subject to the Special Conditions described in Paragraph #9 below.

3. Title Deed

Said Premises to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable and insurable title thereto, free from encumbrances, except:

- a. provisions of existing building and zoning laws;
- a. such taxes for the then current fiscal year as are not due and payable on the date of the delivery of the deed;
- b. any liens for municipal betterments assessed after the date of this Agreement;
- c. easements, restrictions and reservations of record, if any.

4. Plans

A plan or survey is necessary to be recorded therewith to create and adequately describe the Premises, the SELLER shall pay for said plan or survey and deliver it in form adequate for recording or registration.

5. Registered Title

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

6. Purchase Price

The agreed upon purchase price for said Premises is Three Hundred Twenty-Five and No/100ths Dollars (\$325,000.00) ("Purchase Price") of which:

- a. a deposit of Fifteen Thousand and No/100ths Dollars (\$15,000.00) is to be paid by the BUYER upon signing of this Agreement; and
- b. the balance of the Purchase Price is to be paid in full by certified, cashier's, treasurer's or bank check or wired funds at the time of delivery of the deed.

7. Time For Performance; Delivery of Deed

Such deed is to be delivered on or before 2:00 PM on July 28, 2023 ("Closing Date"), at the offices of BUYER's counsel, unless otherwise agreed upon in writing by the parties or unless otherwise extended in accordance with the provisions of this Agreement. It is agreed that time is of the essence for this Agreement. The parties hereto agree that the time of performance may be accelerated to an earlier date such as mutually acceptable to the BUYER and SELLER.

8. Possession and Condition of Premises

Full possession of said Premises free of all tenants and occupants is to be delivered at the time of delivery of the deed, said Premises to be then:

- a. in the same condition as it now is, reasonable use and wear thereof excepted;
- c. not in violation of said building and zoning laws; and
- d. in compliance with provisions of any instruments referred to in Paragraph 3.

The BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph.

9. Special Conditions

- a. Agricultural Use Restriction (AUR): Simultaneous with the closing, SELLER shall impose an Agricultural Use Restriction on an approximately 1 acre portion of the Premises along Sconticut Neck Road. Said area is shown in shaded pink on Exhibit A. The AUR will permanently restrict BUYER's use of said area to agricultural activities only and prevent the construction of any structures within this area in order to preserve its soils for agricultural use.
- b. Water and Sewer Service: It shall be the obligation of the BUYER to secure approval from the Town of Fairhaven Board of Public Works and other permit granting agencies as required for the installation and connection of municipal water and sewer service to the Premises. No on-site septic system shall be constructed on the Premises. It shall be the obligation of the Seller to install Town of Fairhaven Board of Health approved water and sewer lines along Association Road to the southeast corner of Parcel A.
- c. Driveway and Utility Access: SELLER shall provide an access and maintenance and underground utility (water/sewer/electric) easement across the existing driveway (aka Widemarsh Beach Road) for vehicular access and installation of municipal water and sewer service to the Premises across Fairhaven Assessors Map 29, Lots 18 and 18D. Said easement to benefit buyer, and his nominees, heirs, successors, and assigns and shall run with the land. No new driveway cut will be allowed from Sconticut Neck Road to directly access the Premises.
- d. Buyer's obligation to Buy is subject to Buyer obtaining approvals from the Town of Fairhaven, acceptable to buyer, to (a) build on Parcel B the residential dwelling of Buyer's choosing and (b) connect to Parcel B water, sewer, and electric utilities.

10. Extension to Perfect Title or Make Premise Conform

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, SELLER shall use reasonable efforts to remove any defects in title, to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the Closing Date, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days. SELLER shall not be obligated to expend more than Five Thousand and No/100ths Dollars (\$5,000.00) in using reasonable efforts hereunder exclusive of voluntary liens and/or monetary encumbrances of record.

11. Failure to Perfect Title or Make Premises Conform

If, at the expiration of the extended time, the SELLER shall have failed to remove any defects in title, deliver possession, or to make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

12. Buyer's Election to Accept Title

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay, therefore, the Purchase Price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either:

- a. pay over or assign the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or
- b. if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the Purchase Price, on delivery of the deed, equal to said amounts so recovered and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. Acceptance of Deed

The acceptance of deed by BUYER or its nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the Closing Date.

14. Use of Money to Clear Title

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, except instruments, such as discharges from institutional lenders, which are customarily recorded after the closing.

15. Adjustment of Real Estate Taxes

Taxes for the then current fiscal year shall be apportioned and shall be adjusted, as of the day of performance of this agreement, and the net amount thereof shall be added to or

deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

16. Adjustment of Unassessed and Abated Taxes

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with the reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes, which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

17. Broker's Fee

None

18. Broker(s) Warranty

N/A

19. Deposits

All deposits made hereunder shall be held in escrow by SELLER's attorney, as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for 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 the BUYER. Said escrow deposit shall be held in an FDIC insured non-interest bearing account.

20. Buyer's Default Damages

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law or in equity for any breach by BUYER hereunder.

21. Release By Spouse

If applicable, the SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.

22. Liability of Trustee, Shareholder, Beneficiary

If the SELLER or BUYER execute this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the

SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

23. Warranties and Representations

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

NONE MADE OR RELIED UPON.

24. MGL Chapter 61/61A/61B Liens

SELLER certifies that the Premises maintains enrolled status under Massachusetts General Laws Chapter 61, 61A or 61B. The parties acknowledge that the Premises is subject to liens under Chapter 61, 61A or 61B which will be the responsibility of SELLER at closing, including any conveyance and/or roll back real property taxes assessed by the Town of Fairhaven.

25. Lot Plan Preparation

The parties agree and acknowledge that SELLER shall engage a state-licensed engineer to create a plan of land that establishes the lot depicted as the Premises (Parcel B) on Exhibit A and submit said plan to the Massachusetts Land Court ("Land Court") and the Town of Fairhaven Planning Board ("Town Planning Board") for review and approval. The parties agree and acknowledge that this Agreement and the Closing Date shall be automatically extended until ten (10) calendar days after final approval (including any appeal period) by the Land Court and the Town Planning Board should said final approval (including any appeal period) not occur prior to the Closing Date.

26. Construction of Agreement

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this agreement nor are they to be used in determining the intent of the parties to it.

27. Practice Standards

Any matter or practice arising under or related to this Agreement which is the subject of a practice standard of Real Estate Bar Association of Massachusetts, or its successor organization, shall be governed by such standard to the extent applicable.

28. Internal Revenue Service Documents

Simultaneously with the delivery of the deed for the fee interest in the land, SELLER shall execute and/or deliver:

- a. An affidavit satisfying the requirements of § 1445 of the Internal Revenue Code and regulations issued there under which states, under penalty of perjury the SELLER's United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER'S address (the "1445 Affidavit"); and
- b. Internal Revenue Service Form W-8 or Form W-9, as applicable, with the SELLER's United States tax identification number and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to backup withholding.

29. Superseding Agreement

This Agreement supersedes all prior agreements between the parties, either oral or written, including all Offers to Purchase, which are hereby deemed null and void.

30. Notice

Any notice to be given hereunder shall be in writing and signed by the parties or the parties attorneys and shall be deemed to have been given (a) when delivered in hand; or (b) when mailed by certified mail, postage prepaid; or (c) when sent by email addressed:

In the case of the BUYER to:

Brian M. Glover
Brian M. Glover, PC
227 Union St., Suite 402
New Bedford, MA 02740
T: (508) 990-4555
F: (508) 990-4554
E: brianglover@brianglover.com

In the case of the SELLER to:

Mark Rasmussen, President
Buzzards Bay Coalition
114 Front Street
New Bedford, MA 02740
Phone: 508-999-6363 x.201
Email: rasmussen@savebuzzardsbay.org

31. Second Purchase and Sale Agreement

It is acknowledged and agreed to between Viveiros and BBC that as a condition precedent to the signing of this Agreement, Viveiros, and any other owner(s), shall sign and enter into a separate purchase and sale agreement with BBC concerning the conveyance from Viveiros to BBC of a conservation restriction over a separate and distinct property generally known as Fairhaven Assessors Map 29, Lot 20. Should Viveiros, or any other owner(s), not sign and enter into said separate purchase and sale agreement, then this Agreement shall cease (with all deposits being refunded, if any made) and be void without recourse to either party hereto.

32. To the extent applicable, because the premises is presently in a tax exempt status, and because the premises may be converted to commercial tax status prior to being converted to residential status, Seller agrees to credit to buyer the difference between the commercial rate and the residential rate for the period of time the premises is taxed commercially if such tax classification conversions occur. This provision shall survive the delivery of the deed for one year after the delivery of the deed.

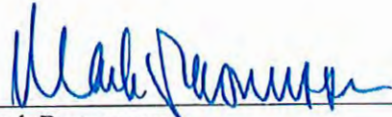
33. Seller is aware that Buyer's purchase in part of an IRC 1031 exchange and Seller agrees to sign the requisite exchange documents at closing.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

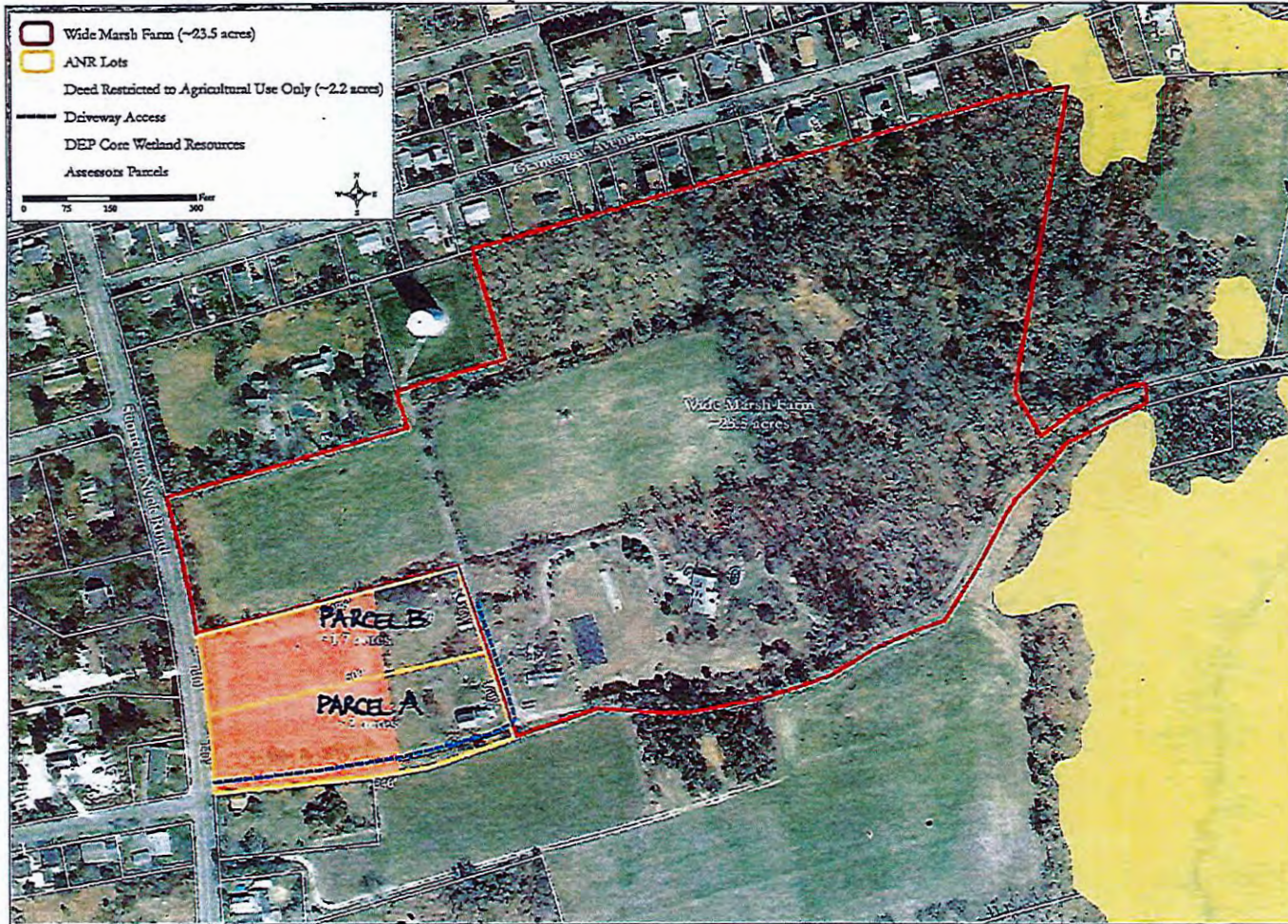
BUYER

 6/8/23
Mark Viveiros date

SELLER
Buzzards Bay Coalition, Inc.

 6/8/23
Mark Rasmussen date
President, and not individually

431 Scoticut Neck Road - Proposed 2 House Lot & Conservation Restriction Option



Map prepared by: Buzzards Bay National Estuary Program, 81-B County Road, Suite E, Mattapoisett, MA 02739. www.buzzardsbay.org. May 13, 2022.



2022 00133237

Cert: 25952 Doc: DEED BS
Registered: 07/07/2022 10:14 AM

Property Address: 427 and 431 Sconticut Neck Road
Fairhaven, MA 02719

QUITCLAIM DEED

I, **William H. Jenney, Trustee of the Wide Marsh Farm Realty Trust**, u/d/t dated December 27, 1995 ("Grantor"), a certificate of which is recorded herewith, for consideration paid and in full consideration of Two Million and 00/100 Dollars (\$2,000,000.00), grants to **Buzzards Bay Coalition, Inc.**, a Massachusetts nonprofit corporation, of 114 Front Street, New Bedford, Massachusetts 02740 ("Grantee"), with **Quitclaim Covenants**, the land in Fairhaven, Bristol County, Massachusetts, together with any buildings thereon, bounded and described as follows:

- Westerly by Sconticut Neck Road, seven hundred ninety-three and 50/100 (793.50) feet;
- Northerly by land now or formerly of William C. Stoddard, measuring on the upland about twenty-three hundred twelve and 5/10 (2312.5) feet;
- Easterly by Nasketucket Bay;
- Southeasterly by land now or formerly of John Brown, measuring on the upland about six hundred eighty-seven (687) feet;
- Westerly by land now or formerly of Joseph Rose, by land formerly of Silas Alden, et al, and by land now or formerly of Joseph S. Machado, sixteen hundred forty-one and 25/100 (1641.25) feet; and
- Southeasterly and Southerly by said Machado land and by land now or formerly of Frank Frates about eleven hundred and sixty-four (1164) feet.

All of said boundaries are determined by the Court to be located as shown on plan 2118B, drawn by Abram Gifford, Surveyor, dated September 5, 1913, as modified and approved by the Court, filed in the Land Registration Office at Boston, a copy of a portion of which is filed in Bristol County (S.D.) Registry of Deeds, in Land Registration Book 2, Page 511, with Certificate of Title No. 571, and Lot 26 as shown on subdivision plan 2118K, drawn by E. J. Flynn Engineers Inc., Surveyors, dated July 12, 1984, and filed in the Land Registration Office at Boston, a copy of which is filed in Bristol County (S.D.) Registry of Deeds, in Land Registration Book 78, Page 195, with Certificate of Title No. 14454.

This conveyance does not constitute a conversion of the property and is not being sold for residential, industrial or commercial use.

MASSACHUSETTS EXCISE TAX
 Bristol ROD South 001
 Date: 07/07/2022 10:14 AM
 Ctr# 036817 23986 Doc# 00133237
 Fee: \$9,120.00 Oons: \$2,000,000.00


EXCEPTING AND EXCLUDING FROM THE ABOVE DESCRIBED LAND Lot A shown on subdivision plan 2118C filed with Certificate of Title No. 3607, Lot 22 shown on subdivision plan 2118H, filed with Certificate of Title No. 8384, Lot 23 shown on subdivision plan 2118-I filed with Certificate of Title No. 8495, Lot 24 shown on subdivision plan 2118J, filed with Certificate of Title No. 9504 and Lot 25 shown on subdivision plan 2118K, filed with Certificate of Title No. 14454, these lots being previously conveyed.

The extreme Southerly portion of the above described land is subject to the right of said Machado and those claiming under him to take one third of the seaweed from the beach connected therewith as determined in a decision of the Land Court filed October 25, 1911, in Case No. 2118.

Subject to agreements and easements noted on Certificate of Title No. 11264.

For my title, see Certificate of Title No. 17630 in Book 96, Page 52.

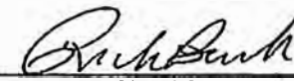
Witness my hand and seal this 21st day of June, 2022.


WILLIAM H. JENNEY, Trustee of the
Wide Marsh Farm realty Trust

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BRISTOL

On this 21st day of June, 2022, before me, the undersigned notary public, personally appeared WILLIAM H. JENNEY, Trustee of the Wide Marsh Farm Realty Trust, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee as aforesaid and swore or affirmed to me that the contents of the preceding document are truthful and accurate to the best of his knowledge and belief.


NOTARY PUBLIC -
My commission expires: 3/2/2029

Doc: 00133237

Bristol South LAND COURT
Registry District

RECEIVED FOR REGISTRATION

On: Jul 07, 2022 at 10:14A

Document Fee 155.00

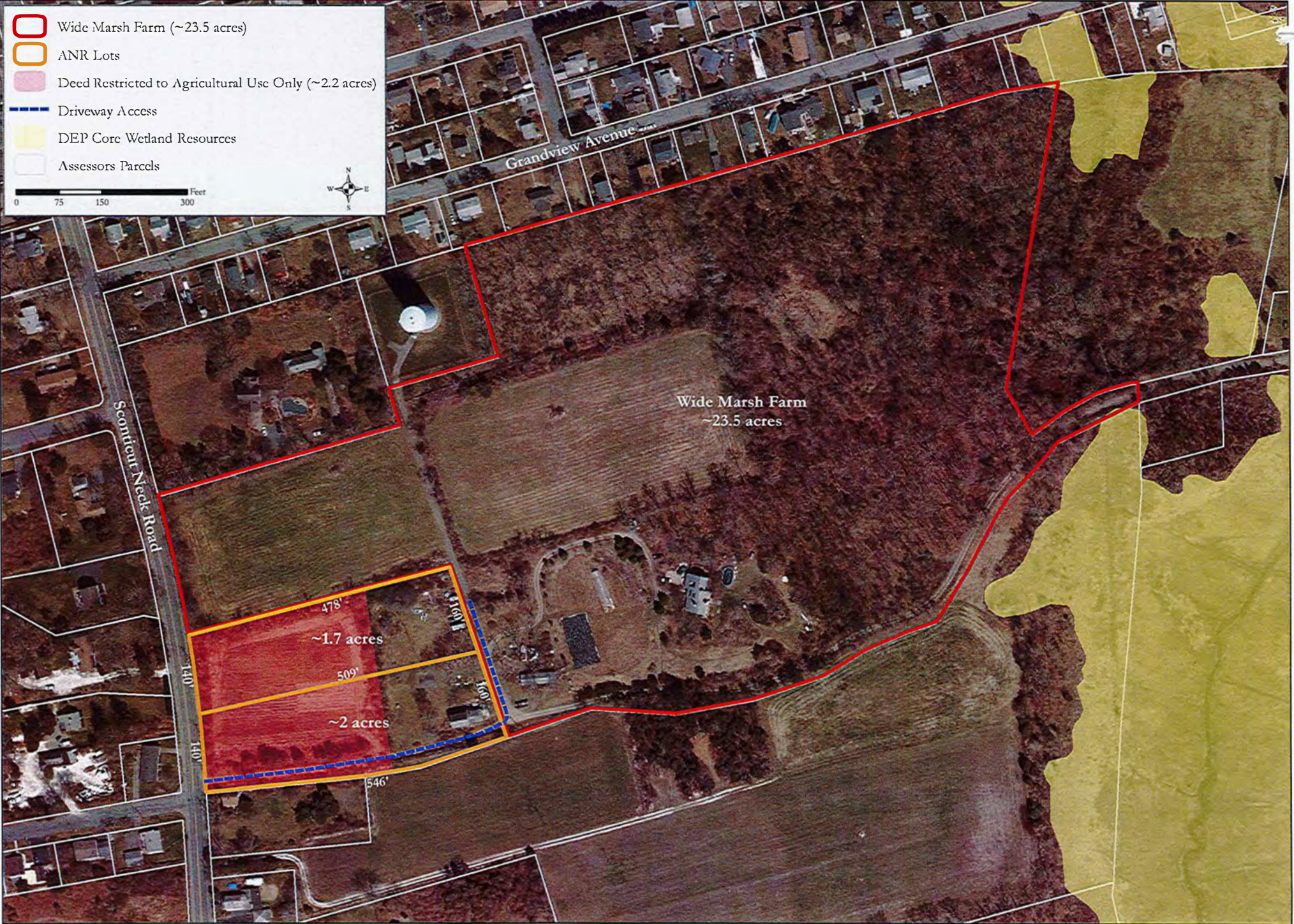
Receipt Total: \$9,645.00

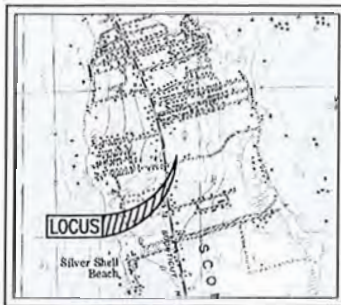
~~NOTED ON:~~ ^(NEW) CERT 25952 BK 00151 PG 123

ALSO NOTED ON: CERT 17630 BK 96 PG 52

Scoutcut Neck Rd (e) Pl. 2118B

431 Sconticut Neck Road - Proposed 2 House Lot & Conservation Restriction Option





LOCUS MAP SCALE: 1"=2,000'±

LEGEND	
SYMBOL	DESCRIPTION
	EXISTING LOCUS LOT LINES
	PROPOSED LOT LINES
	EXISTING LOT LINES
	EXISTING EASEMENT LINES
	PROPOSED EASEMENT LINES
	STONE WALL
	BOUND AS NOTED
SB/DH	STONE BOUND WITH DRILL HOLE
CB/DH	GRANITE BOUND WITH DRILL HOLE
CH/DH	CONCRETE BOUND WITH DRILL HOLE
DH (S)	DRILL HOLE SET

-- ZONING DATA --	
DISTRICT: RR	
DESCRIPTION	REQUIRED
MINIMUM LOT AREA	30,000 S.F.
MINIMUM LOT FRONTAGE	140 FT

FAIRHAVEN PLANNING BOARD

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

DATE:
NO DETERMINATION AS TO THE COMPLIANCE WITH THE FAIRHAVEN ZONING BYLAW REQUIREMENTS HAS BEEN MADE OR INTENDED BY THE ABOVE ENDORSEMENT.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 IN DECEMBER OF 2022.

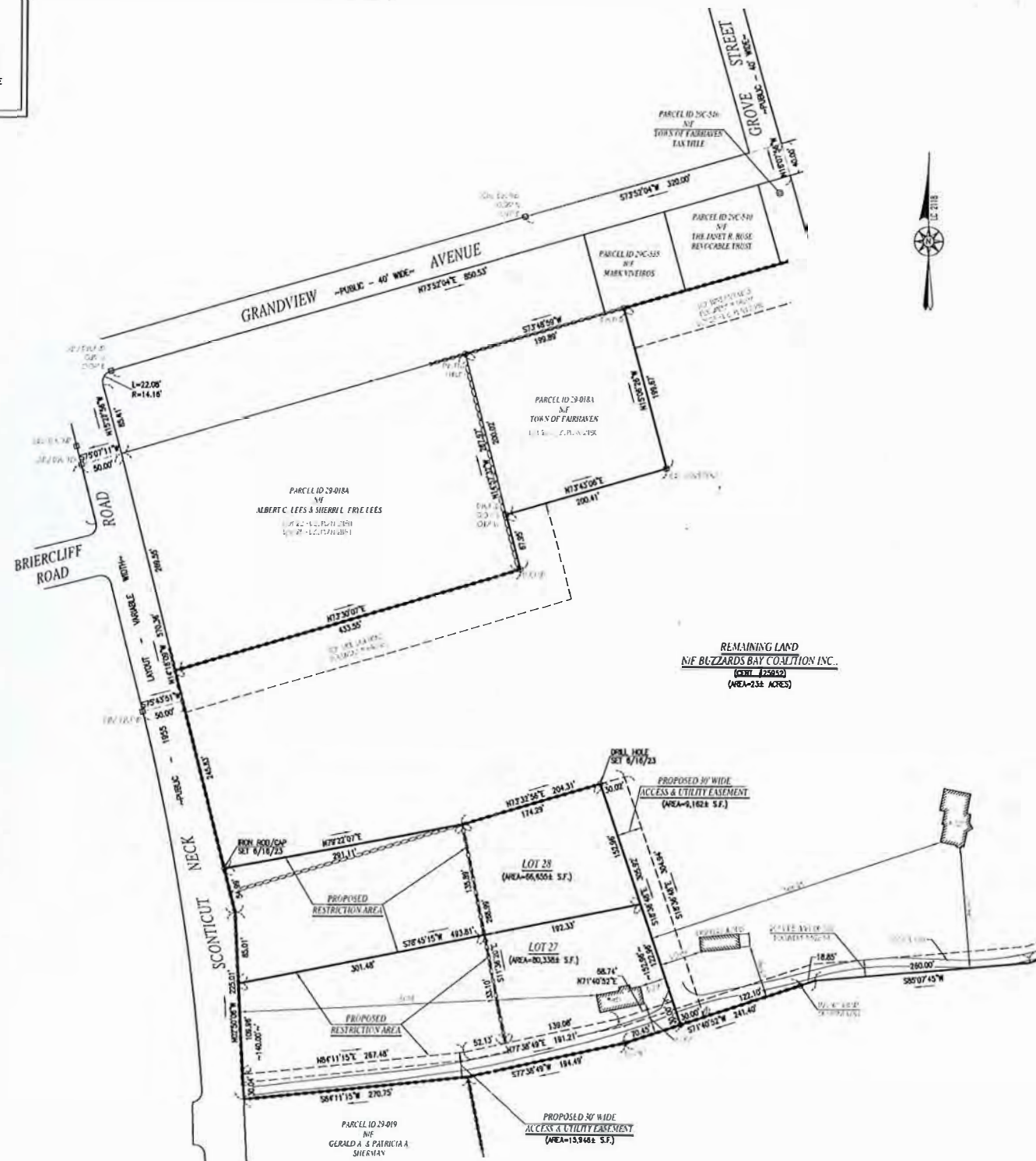
Brian J. Murphy
BRIAN J. MURPHY, P.L.S.

06/16/23
DATE

I CERTIFY THAT AS OF THE TIME OF THIS SURVEY, THE MONUMENTS CONTROLLING PRIOR PLANS ARE IN THE GROUND AS SHOWN AND DESCRIBED HEREON. I FURTHER CERTIFY THAT ANY ADDITIONAL MONUMENTS SHOWN HEREON HAVE BEEN SET IN ACCORDANCE WITH THE LAND COURT INSTRUCTIONS OF 2006 AS OF THE DATE OF THIS SURVEY.

Brian J. Murphy
BRIAN J. MURPHY, P.L.S.

06/16/23
DATE



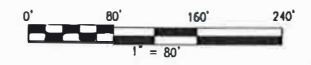
SURVEY EQUIPMENT:
LEICA FLEXLINE TS06 TOTAL STATION
ANGLE MEASUREMENT ACCURACY = 2"
DISTANCE MEASUREMENT ACCURACY = 1.5 mm + 2 ppm

NOTE: ALL LINES WERE MEASURED BY EDM.

TRAVERSE CLOSURE DATA:
(BEFORE ANGLE BALANCE)
LENGTH OF TRAVERSE = 5,652.58'
CLOSURE ERROR DISTANCE = 0.34'
CLOSURE ERROR BEARING = S66°18'05"E
PRECISION = 1 : 16,455

RECORD OWNER:
ASSESSORS MAP 29 LOTS 18 & 18D
BUZZARDS BAY COALITION, INC.,
114 FRONT STREET
NEW BEDFORD, MA 02740
LAND COURT DEED CERT. #25952

- NOTES:**
- PROPERTY LINE AND DETAIL SURVEY PERFORMED BY FARLAND CORP. IN DECEMBER OF 2022.
 - ALL BUILDING CORNER LOCATIONS WERE MADE FIVE (5) FEET UP FROM GROUND LEVEL.
 - THE PURPOSE OF THIS PLAN IS TO DIVIDE A PORTION OF THE REMAINING LAND SHOWN ON LAND COURT PLAN 2118B.
 - ADJUTTER NAMES HAVE BEEN TAKEN FROM THE TOWN OF FAIRHAVEN PROPERTY ASSESSMENT DATA.



REVISIONS		
NO.	DATE	COMMENTS
1	8/7/23	L.C. COMMENTS



www.FarlandCorp.com

- 154 HUTTLESTON AVENUE
FAIRHAVEN, MA 02719
P.508.717.3479
- ENGINEERING
 - SITEWORK
 - LAND SURVEYING
 - DEVELOPMENT

DRAWN BY: SB
CALC'D BY: MOB
CHECKED BY: BJM

APPROVAL NOT REQUIRED PLAN OF LAND
ASSESSORS MAP 29 LOTS 18 & 18D
427 & 431 SCOTICUT NECK ROAD
FAIRHAVEN, MASSACHUSETTS
BEING A DIVISION OF L.C. PLAN 2118B, OWNED BY BUZZARDS BAY
COALITION, INC., CERTIFICATE OF TITLE NO. 25952

FEBRUARY 21, 2023
SCALE: 1"=80'
JOB NO. 22-717
LATEST REVISION:
JUNE 7, 2023



Fairhaven
Massachusetts

Office of Veterans Services
229 Huttleston Avenue
Fairhaven, MA 02719
508-202-4603 (Brad) or 508-658-3719 (Jane)
bfish@fairhaven-ma.gov
jbettencourt@fairhaven-ma.gov

October 2, 2023

Honorable Members of
Fairhaven Select Board
40 Center Street
Fairhaven MA 02719

Dear Members,

You are cordially invited to participate in Fairhaven's Veterans Day Parade on Saturday, November 11, 2023.

Parade participants will assemble at Benoit Square at 9:30 AM and begin marching at 10:00 AM south on Main Street to Fairhaven High School. There will be a program at the High School with speakers and the American Flag will be raised to honor our Veterans.

There will be a gathering at the Fairhaven VFW afterwards.

Please join us to commemorate the day.

If you are interested (and we hope you are!), please reply by October 27, 2023 by contacting Brad or Jane for more detailed information at the phone number or email address listed above.

If we experience inclement weather on Veterans Day, a ceremony will be held at the Fairhaven VFW Hall at 10:00 AM.

Sincerely,

Brad Fish and Parade Committee Members

Committee Liaison Report – Bob Espindola – October 23rd, 2023

Broadband Study Committee

Sean Power and I are scheduled to meet (virtually) with members of the **Metropolitan Area Planning Council**, an agency similar to SRPEDD that serves the greater Boston area.

We believe MAPC may be able to assist the Town with the FHA project. We are working to set up a meeting with the procurement official for MAPC and Ms. Ellison to learn more about the opportunity and the application process.

<https://www.mapc.org/our-work/expertise/digital-equity/apartment-wi-fi/>

Massachusetts Broadband Coalition will be meeting on October 26th at 4:00 P.M.

Mass DOT – Fairhaven-New Bedford Bridge Meeting. I attended the Mass DOT meeting regarding the Fairhaven-New Bedford Bridge on October 12th. Town Planner Paul Diguisippe and HarborMaster Tim Cox were also in attendance.



Navigation Impact Report Fairhaven – New Bedford Bridge

over the Acushnet River
F-01-002/N-06-001 (3PF)
Project No. 612557
New Bedford, MA



Key findings from this “DRAFT” study, were that *“the new bridge should increase the horizontal clearance of*

the navigable channel to 260 feet to meet or exceed the existing horizontal clearance restrictions posed by the Hurricane Barrier and match the majority of the navigable channel. A vertical clearance of 138 feet is requested for the open

bridge over the navigable channel. An increase in the channel width at the bridge

would make passage easier and faster for recreational and commercial users”.

The report will be finalized and then there will be a public hearing (probably later this year) but MASS DOT was looking for initial feedback from local officials prior to the recommendations are finalized.

There were concerns raised about adding a vertical clearance restriction (138 feet) were there is none now (when the bridge is open) given we don’t know the future for the port, when it comes to Offshore

wind or otherwise but it appears that the Vertical Lift style bridge is the only real practical solution for this application and will be the formal recommendation of Mass DOT. This type of bridge can vary greatly in appearance and design but two local examples that were referenced to illustrate, generally, what the style looks like were the Fore River bridge in Quincy-Weymouth and the Cape Cod Canal Train Bridge (photos below).

One major advantage of the Vertical Lift style of bridge similar to the Train Bridge over the Cape Cod Canal in Bourne. is that it can be partially constructed while the existing bridge remains in operation, resulting in the shortest construction schedule (18 months vs. 5 years for other types).

There was also a request for Mass DOT to provide renderings of the proposed bridge type to show perspective and context in the surroundings (the Towers will be 215 feet high).

One advantage of this type of bridge is that it can be set to rise ½ way up and return to the bottom position for vessels that do not require as much “air draft”, which would reduce cycle time for waiting automobile traffic.



Fore River Bridge



Cape Code Canal Train Bridge

SRPEDD Commission The SRPEDD Commission met on September 27th.

The links below provide more information if you are interested in any of the details from the meeting.

Presentation: Courtney Rocha, SE Regional Coordinator, Municipal Vulnerability Program (MVP), with an update on recent program changes and 'MVP 2.0'. Email: Courtney.rocha@mass.gov

I sent the full presentation to Conservation Agent Bruce Webb if anyone is interested in seeing it. I have attached a few of the key slides for your convenience.

MVP 2.0 FY24-25 Pilot Round Details & Timeline



- › Eligibility: Municipalities, MVP-eligible Tribes, and MVP-eligible RPAs applying on behalf a municipality/ies
- › Regional applications encouraged
- › \$ 45,000 for Steps 1 -7 and Step 9
- › \$ 50,000 per community for Step 8 (Implementing the Seed Project)
- › Two-year grant
- › No formal match requirement
- › Communities with older MVP plans (2017-2018) particularly encouraged to apply
- › Up to 30 communities (5 from each region) for pilot



- › RFR release: Late-April 2023
- › RFR Q&A period ~2 weeks
- › Applications due: Mid-May 2023
- › Projects start: July 2023
- › Projects end: June 30, 2025



Submit applications by online form

Applicants are still able to apply for MVP Action Grants at the same time

1

- The process is designed to make it easier for communities to apply for future Action Grants.

2

- Data and information collected in the MVP 2.0 process will also be applicable for other grant programs.

3

- Process supports municipalities in developing relationships to expand and broaden the people involved in government decision-making.

4

- Supports municipalities in piloting a process for equity-focused community engagement that is relevant for many other efforts.

\$880,000

<https://srpedd.s3.amazonaws.com/wp-content/uploads/2023/08/25235929/SS4A-1-pager.png>

3. Moving Forward 2050 SRPEDD Regional Transportation Plan endorsed

<https://srpedd.org/transportation/regional-transportation-planning/regional-transportation-plan-rtp/moving-forward-2050/>

Contact: Jackie Jones, jjones@srpedd.org

4. Priority Development Area/Priority Protection Area (PDA/PPA) initiative

www.srpedd.org/Priority-Area

Contact: Phillip Hu, phu@srpedd.org

1. Contract: With Federal Highway Administration to develop a region-wide Safety Action Plan not to exceed

5. Regional Broadband: Asset Mapping, ACC Fellow, Digital Equity Planning
www.srpedd.org/Digital-Equity

Contact: Kaitlin Whalen, broadband@srpedd.org; Maria Jones, mjones@srpedd.org; Amber Davis, adavis@srpedd.org

6. The Tech Hub of Southeastern New England

<https://ritechhub.org/>

7. Open Space Residential Design (OSRD) bylaw initiative

<https://srpedd.org/environment/osrd/>

Contact: Danica Belknap, dbelknap@srpedd.org

Fairhaven Bikeway Committee. The Bikeway Committee will be meeting on November 2nd at 6:30 P.M. According to Will Gardner, who presented a proposed new Committee charge, Ms. Ellison is still working on edits to the Committee Charge / Mission Statement.

I attended a “Ghost Bike” Ceremony in Acushnet on September 29th in memory of a cyclist, James Leandre, who died when struck by a truck on Main Street last year. The dedication was sponsored by the South Coast Bikeway Alliance and the Director of Mass Bike was on hand to speak about the importance of education and advocacy or vulnerable road users (see summary below).





Massachusetts Vulnerable Road Users Laws 2023

On April 1, 2023, new vulnerable road users laws will go into effect in Massachusetts. These laws were all passed as part of "An Act to Reduce Traffic Fatalities" in an effort to increase roadway safety across the commonwealth.

What is a Vulnerable Road User?

Massachusetts now defines "vulnerable user" on our roads to include:

- People walking and biking
- Roadside workers
- People using wheelchairs
- Scooters, skateboards, roller skates, and other micromobility devices
- Horse-drawn carriages
- Farm equipment

Future policies and guidelines can be created with vulnerable road users in mind.

Safe Passing | Who is this for: Motorists

Drivers will need to provide a "safe passing distance" of at least 4 feet when passing vulnerable road users. Massachusetts is the 36th state to define safe passing as at least 3 feet.

Highway Superintendent Joshua Crab confirmed that Fairhaven has ordered signs that were available at no cost from the State and look like shown in the attached graphic. The signs will be installed when they arrive on following roads

1. Scotcut Neck Road - Jameson to Goulart Memorial
2. Howland Road - Adams to Alden
3. Long Road - Adams to Alden

The DPW is also communicating with other communities to see what the best practice would be for removal of other signs (such as Share the Road Signs) to install these new signs.



At the last FBC meeting, Mr. Crabb also indicated that the Bike Path overlay project was still on track for completion during the month of October, except for the most western section where there may need to be a delay to work around other construction activities in that area.