



FAIRHAVEN SELECT BOARD AGENDA

November 20, 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 HEARING – 6:40 P.M.

Eversource application to install conduit under the Town Road: 14 Nelson Avenue from existing pole 179/10 to customer's new handhole 179/H10

B. EXECUTIVE SESSION

Pursuant to G.L. c. 30A, § 21(a)(3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (Rasputin's Tavern)

C. MINUTES

1. Approve the minutes of October 30, 2023 – Joint meeting with the Finance Committee
2. Approve the minutes of November 6, 2023 – Open Session
3. Approve the minutes of November 6, 2023 – Executive Session

D. TOWN ADMINISTRATOR

1. Staffing Updates
2. FY25 Budget Calendar
3. Revenue and Expense Report
4. New Audit Firm: Powers & Sullivan, LLC
5. 2024 Construction Revitalization Briefing update

E. ACTION / DISCUSSION

1. Fairhaven Firefighter swearing in
2. Proclamation: Call Lieutenant Brian Daniels
3. Rasputin's Tavern Deliberation continuation
4. Zoning Board of Appeals Appointment
5. Buzzards Bay Coalition right of first refusal parcel identified as Lots 27 and 28 on Sconticut Neck Road
6. Buzzards Bay Coalition Conservation Restriction Assignment at Douglass Farm
7. Use of Town Hall: Fairhaven Improvement Association Annual Sing-A-Long
8. Event Request: Polar Plunge
9. Aquaculture License: Northeast Maritime Academy
10. Town Dedication Policy
11. Financial Policy Review Committee: Select Board Appointment

E. CORRESPONDENCE

F. COMMITTEE LIAISON REPORTS

G. PUBLIC COMMENT

H. BOARD MEMBER ITEMS

I. NEWS AND ANNOUNCEMENTS

1. The next regularly scheduled Select Board meeting is *Monday, December 4, 2023* at 6:30 p.m., Town Hall Banquet Room

ADJOURNMENT

<https://us06web.zoom.us/j/89485993911?pwd=OFd5MzJvVnBxQkIxLzdQcFRlYVM0QT09>

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

**FAIRHAVEN SELECT BOARD
PUBLIC HEARING NOTICE**

**NOTICE OF PUBLIC HEARING
Monday, November 20, 2023, at 6:40 pm
Banquet Room, Town Hall, 40 Center Street
Fairhaven, Massachusetts**

Notice is hereby given that the Fairhaven Select Board will conduct a Public Hearing at **6:40 P.M. on Monday, November 20, 2023**, in the Town Hall, 40 Center Street, Fairhaven, MA.

The purpose of the hearing will be to receive information and public comment on the a new petition for 14 Nelson Ave in Fairhaven, MA for the installation of conduit under the Town Road, starting at existing pole 179/10 to customers new handhole 179/H10.

**PETITION FOR
UNDERGROUND CABLE AND CONDUIT LOCATIONS
WO#13981958**

September 8, 2023

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

NSTAR ELECTRIC COMPANY d/b/a EVERSOURCE ENERGY

request permission to locate underground cables, conduits, and manholes, including the necessary sustaining and protecting fixtures, in, under, along and across the following public way or ways:

Nelson Avenue, Fairhaven

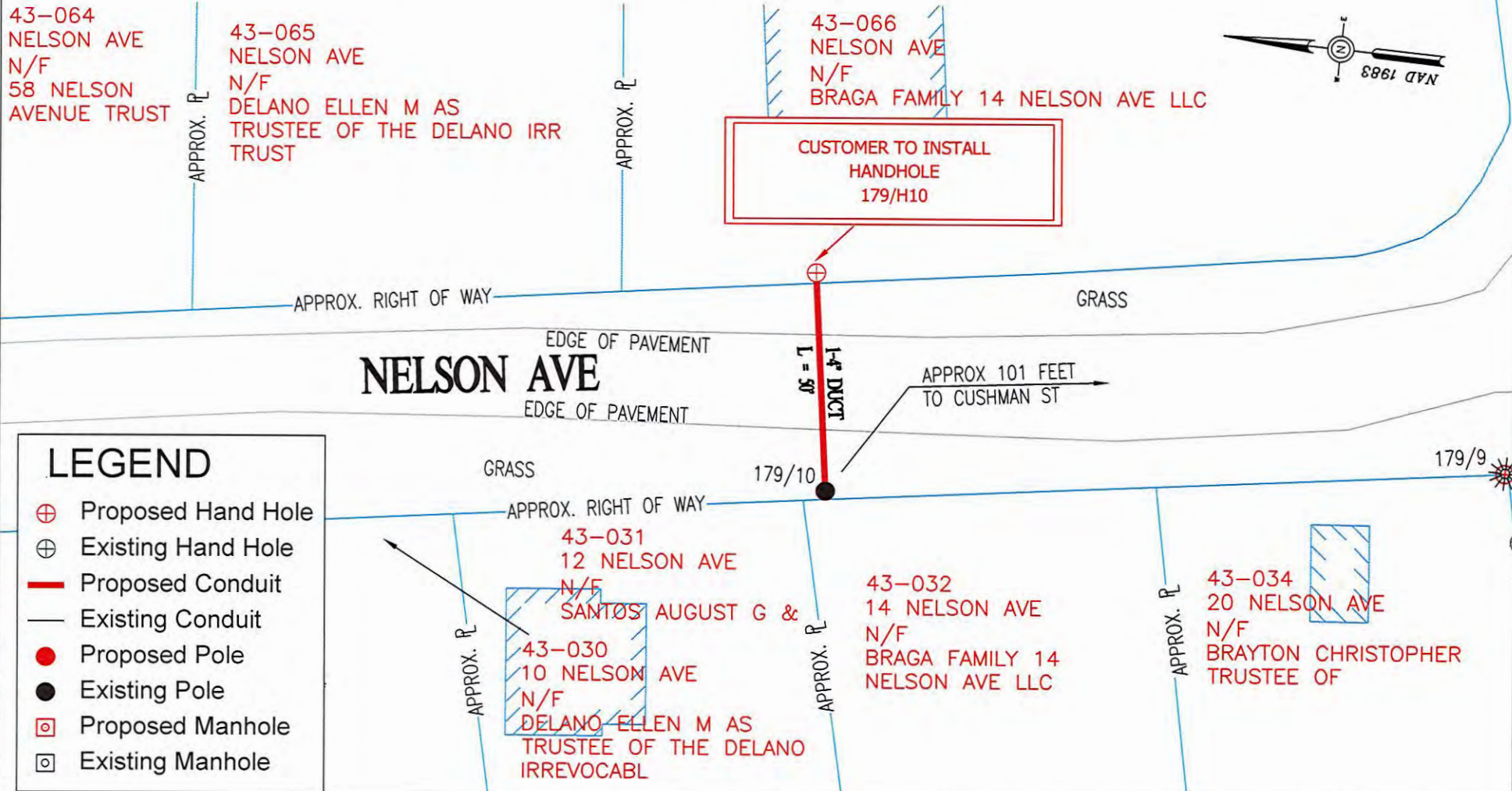
To install approximately 50' (feet) of conduit and cable in town road northeasterly starting at existing pole 179/10 to customers new handhole 179/H10.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain underground cables, conduits, and manholes, together with such sustaining and protecting fixtures as it may find necessary, said underground cables, conduits, and manholes to be installed in accordance with the plan files herewith marked Plan No. **13981958** Dated September 7, 2023.

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

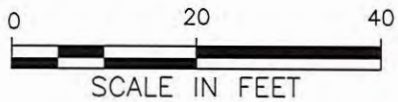
By _____ *Jessica Elder* _____
Right of Way Agent
Jessica S. Elder

Plan to accompany petition of EVERSOURCE ENERGY
to install 50' of 1-4" DUCT from Pole 179/10 to customer's private property with a drop off
at HH179/H10



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 #	13981958	 1165 MASSACHUSETTS AVE. DORCHESTER, MASS. 02125
Ward #		
Work Order #	13981958	
Surveyed by:	N/A	Plan of NELSON AVE
Research by:	JC	FAIRHAVEN
Plotted by:	JC	Showing PROPOSED CONDUIT LOCATION
Proposed Structures:	JC	
Approved:	K RICE	Scale 1"=20' Date 9/7/23
P#		SHEET 1 of 1

Service Address: 14 NELSON AVE.	City: FAIRHAVEN	Page Number: 1 of 1 Pages	Auth. No.	Work Order Number: 13981958
Customer's Name/Title: DANIEL BRAGA		Prepared by: JOSEPHINE A. ALMEIDA AUGUST 30, 2023		
Sales Representative: JANET COSTA		Circuit Number: 2-222-222		
Electrician: MAK ELECTRIC 774-473-0888		TLM: 242662 (20.6% LOADED)		
Switch Size:		Secondary Sheet Number:		

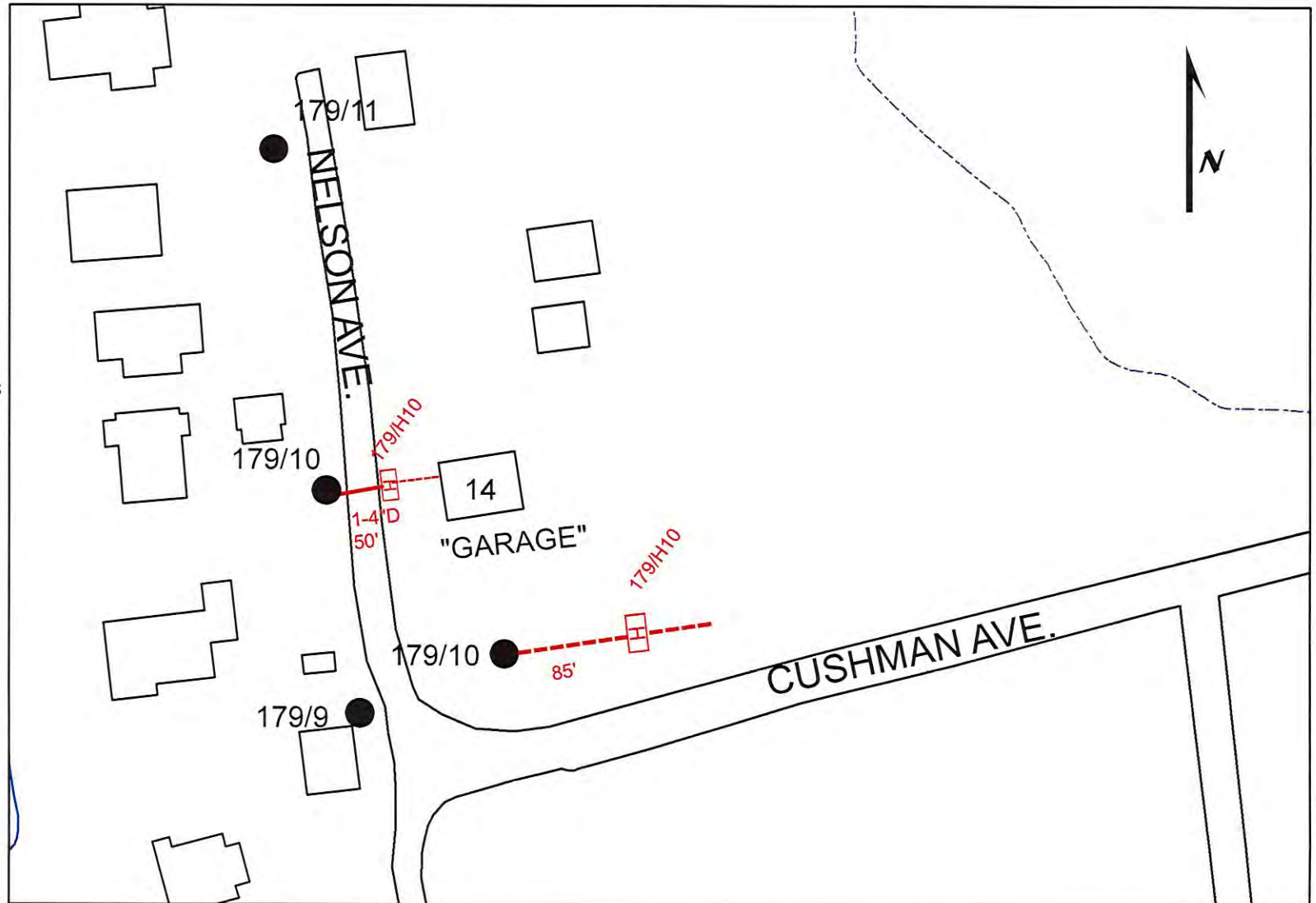
NEW SERVICE

- EVERSOURCE TO INSTALL:
1. 2-UGUARDS ON P#179/10.
 2. FROM P#179/10 TO HH#179/H10 AT CUSTOMER'S PROPERTY LINE, INSTALL 4/0 AL SECONDARY. SPAN IS 85'. EXTRA 35' IS FOR RISER.
 3. CONNECT U/G SERVICE ON P#179/10 & IN HH#179/H10.

EVERSOURCE CONTRACTOR TO: INSTALL 1-4" DUCT, SPAN IS 50', WITH RISER, & SWEEP FROM P#179/10 ACROSS STREET TO CUSTOMER'S PRIVATE PROPERTY, WITH A DROP OFF TO HH#179/H10.

CUSTOMER TO INSTALL FIBERGLASS HH#179/H10, JUST INSIDE PRIVATE PROPERTY WITH 3-4 POSITION MOLES

EVERSOURCE TO ACQUIRE HH#179/H10.





Executive Session

Pursuant to G.L. c. 30A, § 21(a)(3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (Rasputin's Tavern)



**Fairhaven Select Board & Finance Committee
Joint Meeting Minutes
October 30, 2023**

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

Finance Committee Members Present: Chair Padraic Elliot, Linda Gallant, Peter Gardner, Patricia Pacella

Finance Committee Members Present via zoom: Christopher Fidalgo, Stephen Levesque and Claire Millette

Finance Committee Members Not Present: Robert Grindrod, James Souza, David Patterson

Also Present: Cam Durant, Kevin Fournier

Mr. Correy called to order the Select Board meeting at 6:38p.m.

Mr. Elliot called to order the Finance Committee meeting at 6:38pm

Mr. Correy advised that due to unforeseen information not available at the time of posting, the Finance Committee will be reviewing a reserve fund transfer request.

MINUTES

Pass Over

RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT (CBA) - SEWER

Ms. Ellison informed the Board that the Sewer contract was agreed to and the memorandum of agreement (MOA) contains a breakdown of the changes (*Attachment A*).

Select Board Motion: Mr. Espindola motioned to accept, approve and ratify the Sewer Collective Bargaining Agreement of July 1, 2022 to June 30, 2025. Ms. Powers seconded. The motion passed unanimously (5-0-0).

SPECIAL TOWN MEETING WARRANT

Ms. Ellison referred to Article 2, Sewer Contract and asked the Board to reconsider their earlier vote of "At Town Meeting"

Select Board Motion: Mr. Espindola motioned to rescind his previous vote on Article 2. Ms. Powers rescinded her second. The motion passed unanimously (5-0-0).

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

Claire Millette joined via zoom at 6:45p.m.

Christopher Fidalgo joined via zoom at 6:48 p.m.

Mr. Elliot asked for a high-level review of the contract. Ms. Ellison referred to the MOA (*Attachment A*).

Questions were asked about the impact on the budget, when the contract will be published and why it was the longest contract to settle.

Mr. Durant reviewed the budget impacts and details about the FY23 and FY24 breakdown (*Attachment B*). The old contract is on the Town website and the MOA outlines the changes to the existing contract. The actual

contract document will be posted when it is available to post. Ms. Ellison said the length of time to get the MOA could be due to a change in shop steward and understanding the details.

Finance Committee Motion: Mr. Gardner motioned to recommend Adoption on Article 2. Ms. Pacella seconded. Roll call vote, Mr. Fidalgo in favor, Mr. Levesque in favor, Ms. Millette in favor, Ms. Pacella in favor, Mr. Gardner in favor, Ms. Gallant in favor and Mr. Elliott in favor. The motion passed unanimously (7-0-0).

Mr. Correy yielded to Mr. Elliott

RESERVE FUND TRANSFER

A reserve fund transfer request was received for an emergency repair to the hot water heater at the Fire Department and office for fifteen-thousand dollars. Mr. Fournier described the damages and is waiting for additional quotes. Ms. Ellison explained the deductible is ten-thousand dollars and the cost breakdown is within the reserve fund request document. A claim has not been filed so that the costs can be compared and to balance the potential for a premium to increase after a claim. Some work was completed due to the emergency need.

Finance Committee Motion: Mr. Fidalgo motioned to approve the Reserve Fund Transfer of fifteen-thousand dollars to the Fire-Repair & Maintenance Building account. Ms. Pacella seconded. Roll call vote, Mr. Fidalgo in favor, Mr. Levesque in favor, Ms. Millette in favor, Ms. Pacella in favor, Mr. Gardner in favor, Ms. Gallant in favor and Mr. Elliott in favor. The motion passed unanimously (7-0-0).

SPECIAL TOWN MEETING WARRANT

Ms. Ellison referred to Article 13, Capital Planning Bylaw and her memo which includes a breakdown of edits with line item comments addressing each change (*Attachment C*).

Discussion ensued regarding each edit, which edits were Bond Counsel, Town Counsel or Ms. Ellison, the Department of Revenue's (DOR) Capital Planning Guide and Manual, suggestion to obtain DOR's input, dates within the bylaw, moving some to a policy document and waiting for the newly established Financial Policy Committee to review.

Select Board Motion: Mr. Espindola motioned to strike all language changes except what Bond Counsel recommended in the top portion of the memo from Ms. Ellison. Ms. Powers seconded.

Discussion after the motion ensued about the Capital Planning Committee role as objective through the use of specific criteria to rank each request and the subjective role comes when it is moved from the Capital Planning Committee to the Town Administrator, Select Board, Finance Committee and Town Meeting. The Division of Local Services through the DOR does review policies when asked.

Ms. Ellison reviewed each edit of the proposed amendments to the Capital Planning Committee Bylaw, Chapter 40 in Special Town Meeting Article 13.

After discussion, Mr. Espindola rescinded his motion and Ms. Powers rescinded her second. Mr. Espindola motioned for the Select Board to recommend Indefinite Postponement on Article 13, no second was made for this motion.

Select Board Motion: Mr. Correy motioned to recommend Adoption on Article 13. Ms. Powers seconded. The motion passed (4-1-0) Mr. Espindola opposed.

Mr. Correy yielded to Mr. Elliott

Mr. Elliott opened discussion of the recommended changes to Article 13 from the Finance Committee. Discussion ensued regarding the role of the Finance Committee to review financial impacts to the Town, the timing of the recommendation to update this bylaw on the Capital Planning Committee and supporting the

earlier suggestion to ask the DOR review the proposed changes. The history of the bylaw was also discussed and the suggestion to review at the Annual Town Meeting.

Mr. Elliott raised a concern on the removal of an Ex-Officio member because that had typically been a Finance Committee member. Ms. Ellison explained the removal of all Ex-Officio members on other boards unless statutorily required and committed to having the Finance Committee notified of the future Capital Planning Committee meetings.

Mr. Elliott also raised a question on the process for department heads with a project and if they were able to do work ahead of time. Ms. Ellison explained that capital projects and contracts are reviewed through the procurement process and signed off by her as the procurement officer; if an employee attempted to enter into an agreement outside of the process they could be held personally responsible.

Select Board Motion: Ms. Millette motioned to recommend Adoption on Article 13. Mr. Levesque seconded. Roll call vote, Mr. Fidalgo in favor, Mr. Levesque in favor, Ms. Millette in favor, Ms. Pacella opposed, Mr. Gardner opposed, Ms. Gallant opposed and Mr. Elliott in favor. The motion passed (4-3-0) Ms. Pacella, Mr. Gardner and Ms. Gallant opposed.

Finance Committee Motion: Ms. Pacella motioned to adjourn the Finance Committee meeting at 8:06p.m. Mr. Fidalgo seconded. Roll call vote, Mr. Fidalgo in favor, Mr. Levesque in favor, Ms. Millette in favor, Ms. Pacella in favor, Mr. Gardner in favor, Ms. Gallant in favor and Mr. Elliott in favor. The motion passed unanimously (7-0-0).

Mr. Correy adjourned the Select Board meeting at 8:06p.m.

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

ATTACHMENTS:

- A. Sewer Memorandum of Agreement (MOA)
- B. Sewer Budget MOA impacts
- C. Article 13 memo and bylaw with edits and comments

Approved on ____, 2023



FAIRHAVEN SELECT BOARD
Meeting Minutes
November 6, 2023

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

Also Present: Christopher Petrini of Petrini & Associates via zoom
 Fairhaven School Superintendent Tara Kohler, School Committee members Colin Veitch, Brian Monroe, Erik Andersen, Stephanie Pickup and Donna McKenna

Mr. Correy opened the meeting at 6:30p.m.

Mr. Correy wished Mr. Murphy Happy Birthday

Motion: Mr. Espindola motioned to enter into Executive Session Pursuant to M.G.L., Chapter 30A, Section(s) 21(a)(3) to discuss strategy with respect to potential litigation (Rasputin Tavern) and return to open session. Ms. Powers seconded. Roll Call Vote, Mr. Espindola in favor, Ms. Powers in favor, Mr. Murphy in favor, Mr. Silvia in favor and Mr. Correy in favor. The motion passed unanimously (5-0-0).

The Board left the Banquet Room at 6:32p.m.

The Board returned to Open Session at 7:15p.m.

Motion: Mr. Espindola motioned to take Action Items D1, D2 and D3 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

FAIRHAVEN POLICE IAN FURTADO

Chief Michael Myers introduced Officer Ian Furtado who was sworn in by the Town Clerk. His father Jeff Furtado pinned his badge.

Motion: Mr. Espindola motioned to take Action Item E2 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

SCHOOL COMMITTEE APPOINTMENT (joint with School Committee)

School Committee Chair Colin Veitch called the Fairhaven School Committee meeting to order at 7:19p.m. and took a roll call of members.

Applicants, Tracey Francis (via zoom), Nicole Pacheco (via zoom), Brendalee Smith, Erik Bauman and Eleanor Chew introduced themselves and reviewed their background, qualifications and interest in the position.

The School Committee and Select Board asked each candidate questions. The term of the appointment was clarified, for this appointment would be through the April 2024 Town election and then on the April 2024 Town election ballot there would be a one-year School Committee term to complete the term vacated by Kyle Bueno's resignation.

Ms. Ellison led the School Committee and Select Board through an exercise process for the nomination.

Motion: Mr. Monroe motioned to appoint Nicole Pacheco to the School Committee through April 2024. Mr. Veitch seconded. The motion passed (6-4-0) Mr. Correy, Ms. Powers, Mr. Silvia and Mr. Andersen opposed.

The School Committee adjourned at 9:05p.m.

TOWN ADMINISTRATOR REPORT:

Ms. Ellison updated the Board on:

- Staff Update: Veteran Service Officer Michael Jenney was introduced in person

Motion: Mr. Espindola motioned to take Action Item D4 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Street Sign Request

Fairhaven Police Lieutenant David Sobral addressed the Board and reviewed two street sign requests for the Board to consider and one informational update for a deer crossing street sign request. (*Attachment A*)

Motion: Mr. Espindola motioned to approve the street signs as described by the police department. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to take agenda items under section D out of order in whatever order is necessary. Ms. Powers seconded. The motion passed unanimously (5-0-0).

CULTURAL COMMISSION APPOINTMENT

Applicants, Beth Ann Gallagher (via zoom) and John Walker (via zoom) introduced themselves and reviewed their background, qualifications and interest in the position.

Motion: Mr. Espindola motioned to appoint Beth Ann Gallagher and John Walker to the Cultural Council for a term to end May 2026. Ms. Powers seconded. The motion passed unanimously (5-0-0).

LIBRARY TRUSTEE APPOINTMENT

Applicant Meredith Lodge Smith (via zoom) introduced herself and reviewed her background, qualifications and interest in the position.

Motion: Mr. Espindola motioned to appoint Meredith Lodge Smith to the Millicent Library Trustee for a term to end May 2027. Ms. Powers seconded. The motion passed unanimously (5-0-0).

BIKEWAY COMMITTEE NAME AND CHARGE

Will Gardner addressed the Board on behalf of the Bikeway Committee to review the proposed change to the committee name and charge. He summarized the changes and answered questions from the Board as to why.

Motion: Mr. Espindola motioned to accept and rename the Bikeway Committee to the Fairhaven Livable Streets Committee and to accept the charge as written. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Mr. Gardner was thanked for his energy and leadership.

CHANGE OF OFFICERS/DIRECTORS: PAUL'S SPORTS CORNER, INC.

An application was submitted by Paul's Sports Corner, Inc. for a change of directors from Nancy Gordon to Michael Landry.

Motion: Mr. Espindola motioned to approve the change in Paul's Sports Corner, Inc. Director from Nancy Gordon to Michael Landry. Ms. Powers seconded. The motion passed unanimously (5-0-0).

2024 SELECT BOARD MEETING CALENDAR

The Select Board reviewed the 2024 calendar and will change to the second and fourth Monday starting in January 2024, if a holiday falls on a Monday the meeting will be on Tuesday.

Motion: Mr. Espindola motioned to approve the Select board meeting dates in 2024 to be the 2nd and 4th Monday of each month, and if the date falls on a holiday it will be the Tuesday. Ms. Powers seconded. The motion passed unanimously (5-0-0).

RASPUTIN'S TAVERN DELIBERATION

Mr. Correy explained that the matter was tabled during Executive Session. Atty. Henseler was advised that Atty. Petrini will be on contact.

Motion: Mr. Espindola motioned to table this item from Executive Session. Ms. Powers seconded. The motion passed unanimously (5-0-0).

DEDICATION REQUEST: ANIMAL SHELTER GARDEN

Ms. Ellison referred to the memo submitted by Animal Control Officer Terry Cripps for dedication of a garden at the Animal Control Shelter to Brittany Tavares, a longtime resident and volunteer who recently passed away.

Motion: Mr. Espindola motioned to dedicate the garden at the Animal Shelter to Brittany Tavares, a longtime resident and volunteer. Ms. Powers seconded. The motion passed unanimously (5-0-0).

REVENUE AND EXPENSE REPORT

Ms. Ellison referred to the reports included in the packet that include FY22 and FY23 actuals. Budget season for FY25 will be starting and the Finance Team has George Samia consulting on budget matters and to prepare the budget model.

Mr. Espindola asked if any concerns had been raised in FY24 to date. Ms. Ellison advised currently overtime in the Fire Department is a concern due to day-to-day needs and National Guard call-ups. Ms. Powers asked about variances and if transfers between the categories had been completed. Mr. Espindola asked for a percent variance and summary of concerns. Ms. Ellison will review with Ms. Carreiro.

MINUTES

Motion: Mr. Espindola motioned to accept the October 23, 2023 Open Session minutes. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to accept the October 23, 2023 Executive Session minutes. Ms. Powers seconded. The motion passed unanimously (5-0-0).

TOWN ADMINISTRATOR REPORT

Ms. Ellison continued her update:

- There will be appointments within the Police Department due to the recent identification of a new Chief and upcoming retirements.
- Peter DeTerra submitted his resignation from the Zoning Board of Appeals (ZBA). Volunteer applications can be submitted online and current associate ZBA members can apply to move to a full member of ZBA. Mr. Silvia asked for the Board to be provided the attendance of the current associate members.
- The state certified Fairhaven's Surplus Revenue (Free Cash).
- The repairs at Union Wharf have started and have been funded through about two million in grant money with a target completion date of April 2024.
- Town Hall exit doors are in violation of fire and building codes due to no push-bars to exit. There are unaccounted for master keys and a solution is being looked into with the Facilities Manager.

CORRESPONDENCE

- Kizuna Magazine Autumn 2023 Edition is on file in the Select Board Office

COMMITTEE LIAISON REPORT

Mr. Espindola reported on:

Fairhaven Bikeway Committee (*Attachment B*)

Ms. Powers reported on:

The Bristol County Advisory Board meets on November 9, 2023.

Mr. Murphy reported on:

Mr. Murphy had no meetings to report on

Mr. Silvia reported on:

Marine Resources met and discussed the Union Wharf project. The parking fees at Hoppy's Landing are being reviewed. The Board of Public Works is working on the walkways at the Old Stone School.

Mr. Correy reported on:

Digital Equity is having a stakeholder meeting. Stakeholders were identified by the consultants from various departments.

PUBLIC COMMENT – none received

BOARD MEMBER ITEMS

Mr. Espindola said in the budget process last year he asked for an emphasis on financial policies and was told to wait until after Town Meeting. At the July retreat it was discussed and since then he has asked several times and also for an agenda item on the Financial Policy Committee. He stated that it appears that the administration and the Board differ on getting it done and at this point it will not have a bearing on this next budget. He stated he felt it would make sense for someone else to represent the Board and remove himself so that there can be continuity.

Mr. Silvia asked if the new Planning Director was close to his ninety-day review. Ms. Ellison said that the Department Heads will be rotated through future Select Board meetings to provide a read out from their department and does not want to single out one department.

Ms. Powers suggested future meetings with joint appointments be done in a separate meeting.

Mr. Murphy said he was encouraged with the new faces that have applied.

Mr. Correy reminded everyone to get involved and serve the Town and the people of the Town in a professional manner leaving personal feelings or grudges aside.

Meeting adjourned at 10:19p.m.

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

ATTACHMENTS:

- A. Fairhaven Police Department Street Sign Requests
- B. Committee Liaison Report – Robert Espindola

Approved on ____, 2023

FY25 Budget/Town Meeting Calendar

Milestone	Date
Capital Budget Instructions Distributed	Tuesday, October 31, 2023
Operating Budget Instructions Distributed	Tuesday, November 14, 2023
Town Administrator Presents Budget Calendar to Select Board	Monday, November 20, 2023
Capital Budget Project Requests due	Monday, November 20, 2023
Instructions and project submissions to the Capital Planning	Monday, November 20, 2023
ATA Finance/Budget Consultant present revenue forecast to Select Board	Monday, December 4, 2023
Operating Budget Requests due	Wednesday, December 6, 2023
Capital Planning Committee submits prioritized Capital Budget Requests to Town Administrator	Friday, December 8, 2023
Department Heads & School meet with Budget Team to review FY25 budget requests	Monday 12/11/23 - Friday 12/15/23
School Superintendent submits her recommended School Budget to School Committee (On or About)	mid January
Town Administrator Recommended Operating Budget issued to Select Board and Finance Committee	Thursday, January 4, 2024



Track Improvement Program 2023-2024

Phil Eng, MBTA GM & CEO
Sam Zhou, MBTA Chief Engineer



Draft for Discussion & Policy Purposes Only

Track Improvement Program | Benefits

The MBTA will be rebuilding track infrastructure across the Red, Orange, Blue, and Green Lines.



- ✓ Increases train speeds.
- ✓ Reduces delays and disruptions.
- ✓ Improves safety.
- ✓ Delivers timely, reliable and consistent service.

Information about the Track Improvement Program can be found at www.mbta.com/trackprogram





Fairhaven Firefighter Swearing In

- **FF Brad Johnson**
- **FF Ian Thatcher**
- **FF Kyle Tevault**
- **FF Ryan Langlois**
- **FF Billy Oliver**
- **FF Chad Fitzgerald**
- **FF Jake Gallagher**

Fairhaven Firefighter Proclamation

- **Call Lt. Brian Daniels**



Town of Fairhaven
Massachusetts
Office of the Select Board
Proclamation

E 2

Whereas: **Brian Daniels** was appointed as a member of Call Fire Department in December of 1985.

Whereas: **Brian Daniel** was promoted to the rank of Lieutenant on January 28, 2001.

Whereas: **Brian Daniel** was issued a commendation by the Select Board for his assistance in the successful rescue of a fire victim on November 6, 1994.

Whereas: **Brian Daniels** has donated hundreds of hours throughout his career to the Town of Fairhaven for Fire Safety events, recruitment and training of call firefighters, assistance with the annual bonfire, parades, and other town-wide activities.

*Now, therefore, We, Leon E. Correy III, Charles K. Murphy, Sr., Stasia Powers, Keith Silvia and Robert J. Espindola, the Select Board of the Town of Fairhaven, recognize **Brian Daniel** and congratulate him on the occasion of his retirement, on October 30, 2023, from the Fairhaven Fire Department; We wish him the best for continued success in his retirement and future endeavors. We thank him for his time and dedication over the past 38 years.*

Given under our hands and seal on this day,
The Twentieth of November in the year of our Lord Two Thousand and Twenty-Three

Leon E. Correy III, Chair

Charles K. Murphy, Sr., Vice-Chair

Stasia Powers, Clerk

Keith Silvia

Robert J. Espindola



Zoning Board of Appeals Appointment

- **Patrick Carr**
- **Andrew Romano**
- **Maria Carvalho**

Volunteer Application

Full Name: Patrick J Carr

How long have you been a Fairhaven resident: 45 Years

What Board/Committee are you interested in joining? What is your reason for joining: ZBA - Full Time Position

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

Have you (or are you currently) served on any Town of Fairhaven Boards?
If so, please indicate what Board and number of years: ZBA - Appointed July 2022

Interests and Qualifications: I am currently serve a ZBA associate member and would like the Select Board's consideration to move to a Full time member. I have missed 1 meeting since appointed in July 2022. This ZBA Full time position is a crucial component in town affairs, likely to have a profound affect on the town's success, Thank you for your consideration with this appointment for a ZBA Full time member. Patrick J Carr

Volunteer Application

Full Name: Andrew Romano

How long have you been a Fairhaven resident: 26 years

What Board/Committee are you interested in joining, what is your reason for joining: I am interested in becoming a full-time member of the Zoning Board of Appeals. I currently serve as an associate member, and I would love to step into this role.

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

Have you (or are you currently) served on any Town of Fairhaven Boards? If so, please indicate what Board and number of years: I have been on the Zoning Board of Appeals and the Cable Advisory Committee since June 2023

Interests and Qualifications: I am a Full Time Real Estate Broker Associate and Manager of Business Development at BOLD Real Estate, Inc. I am also the incoming President of the North Fairhaven Improvement Association, and well as a member of the Fairhaven Rotary. I would love to be able to serve this town in a more involved capacity.

Volunteer Application

Full Name: Maria J. Carvalho

How long have you been a Fairhaven resident: Since October 2016

What Board/Committee are you interested in joining? What is your reason for joining: I would like to be considered for the Zoning Board of Appeals. My work experience as a real estate law paralegal (40+ yrs.)

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

Have you (or are you currently) served on any Town of Fairhaven Boards? If so, please indicate what Board and number of years: Yes. I am a member of the Historical Committee, Cable Advisory Board, and Chair of the Lagoa Friendship Pact Committee

Interests and Qualifications: In addition to my real estate law paralegal background, as indicated above, I was the Recording Secretary for the Zoning Board of Appeals a few years ago, and am very familiar with the workings of that Board. I am also multi-lingual, which may be of assistance to the Board.



Buzzards Bay Coalition

- **Right of first refusal, lots 27 and 28 on Sconticut Neck Road**
 - **Conservation Restriction**
-
- Assignment at Douglass Farm**



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

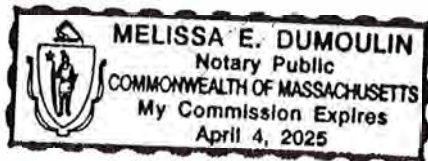
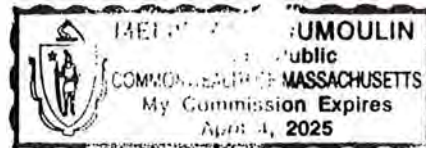
COMMONWEALTH OF MASSACHUSETTS

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: 

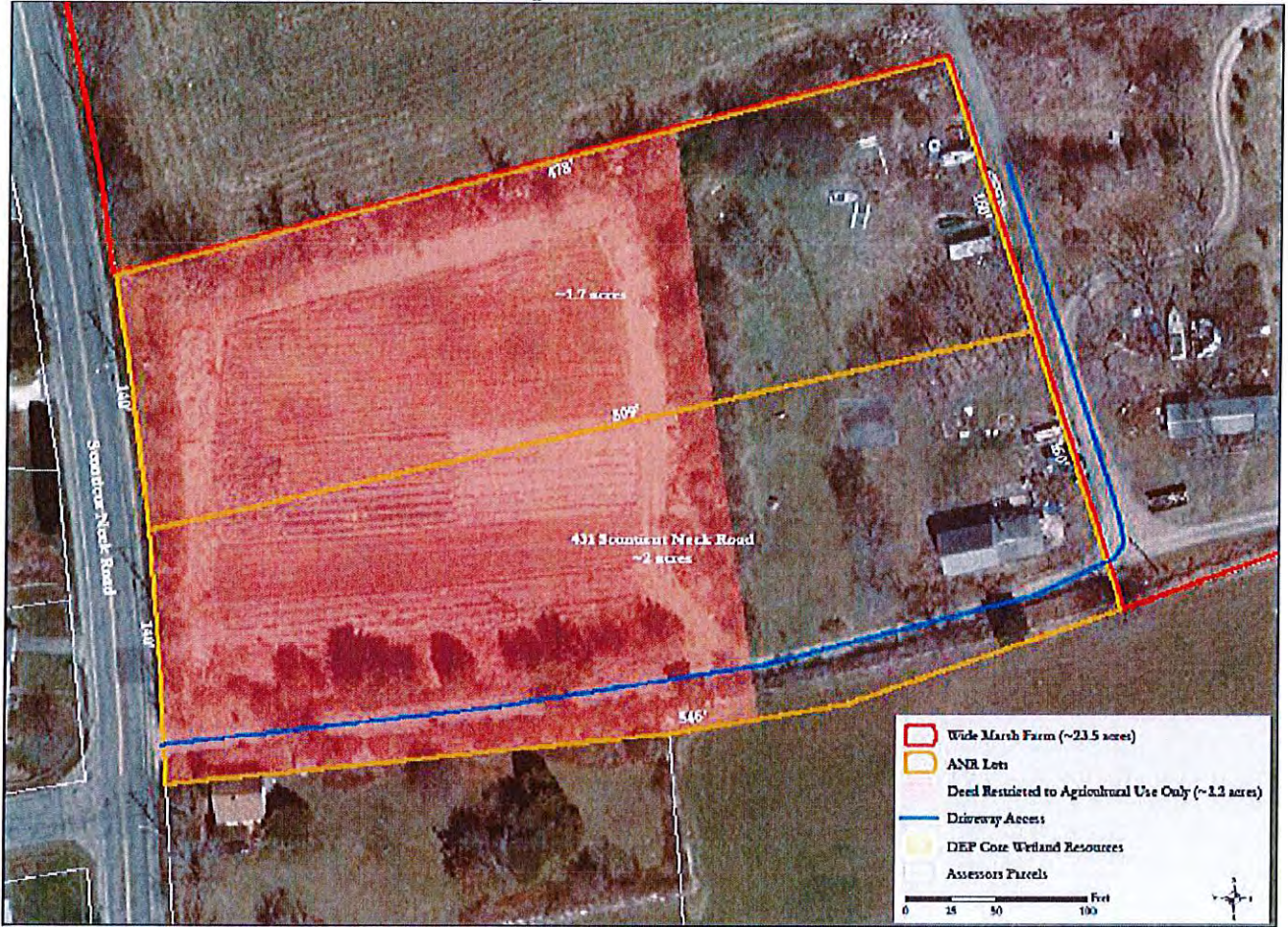
Brendan Annett

Vice-President, Watershed Protection,
and not individually

Exhibit "A"

Exhibit Map

431 Sconticut Neck Rd – Proposed House Lot & Conservation Restriction



Map prepared by: Buzzards Bay National Estuary Program, 81-B County Road, Suite E, Mattapoisett, MA 02730. www.buzzardsbay.org December 21, 2022

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

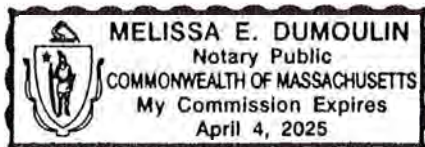
COMMONWEALTH OF MASSACHUSETTS

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 Scoticut 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
588A5D1180-4264

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.

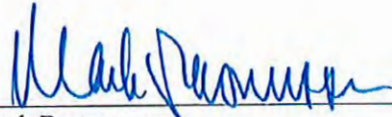
33. Seller is aware that Buyer's purchase in part of an IRC 1031 exchange and Seller agrees to sign the requisite exchange documents at closing.

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

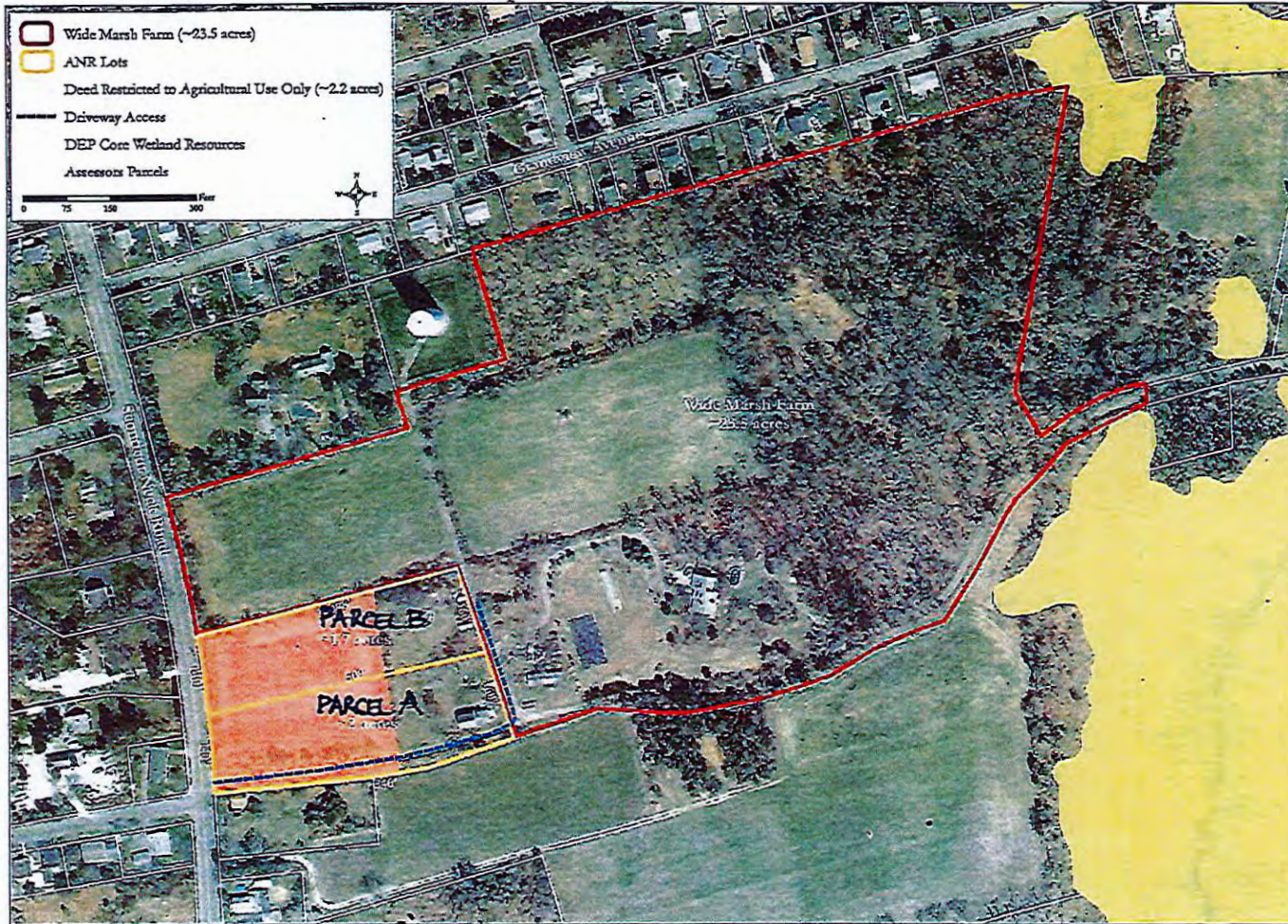
BUYER


Mark Viveiros 6/8/23
date

SELLER
Buzzards Bay Coalition, Inc.


Mark Rasmussen 6/8/23
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.

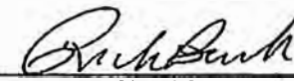
Witness my hand and seal this 21st day of June, 2022.


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

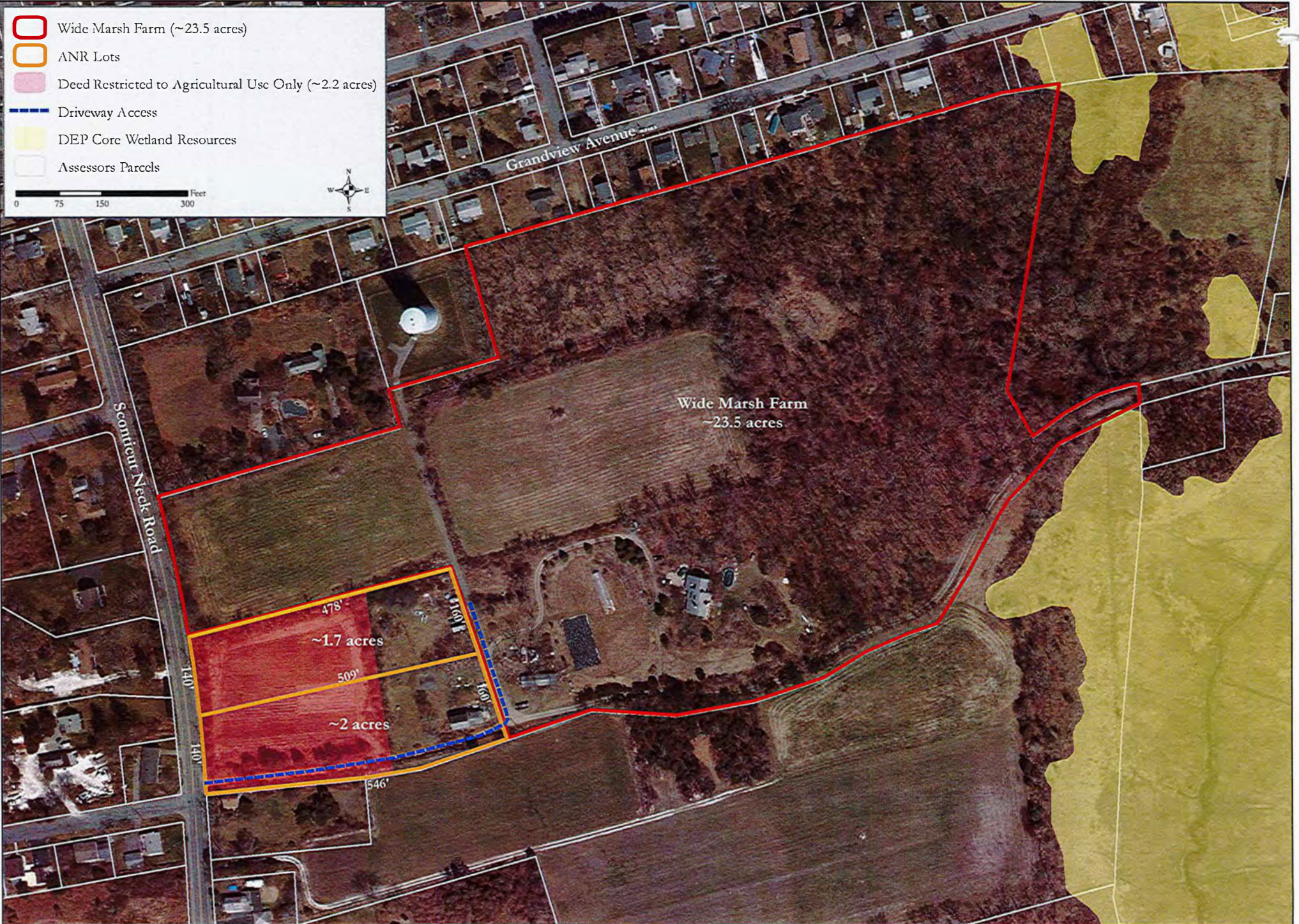
Receipt Total: \$9,645.00

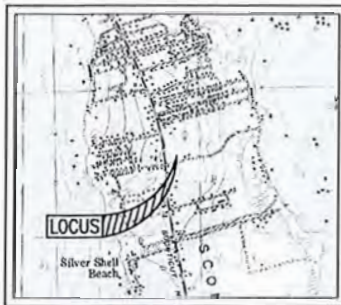
~~NOTED ON:~~ ^(NEW) CERT 25952 BK 00151 PG 123

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

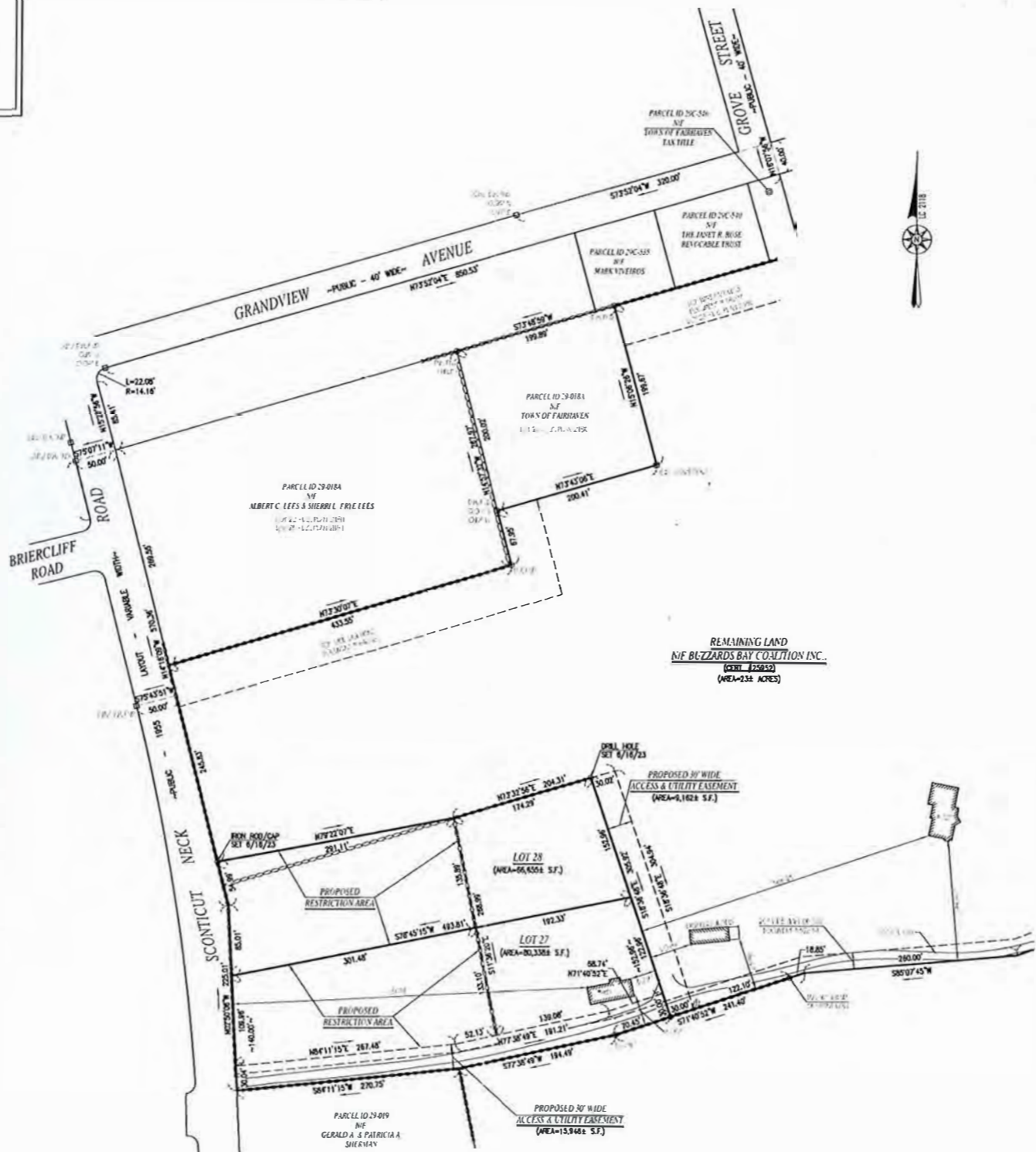
DATE: _____
 NO DETERMINATION AS TO THE COMPLIANCE WITH THE FAIRHAVEN ZONING BYLAW REQUIREMENTS HAS BEEN MADE OR INTENDED BY THE ABOVE ENDORSEMENT.

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



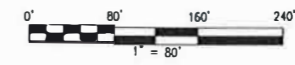
SURVEY EQUIPMENT:
 LEICA FLEXLINE TS06 TOTAL STATION
 ANGLE MEASUREMENT ACCURACY = 2"
 DISTANCE MEASUREMENT ACCURACY = 1.5 mm + 2 ppm

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



REVISIONS	
NO.	DATE
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

ASSIGNMENT OF CONSERVATION RESTRICTION

Douglass Farm, Sconticut Neck, Fairhaven

Fairhaven CR # 6

This ASSIGNMENT OF CONSERVATION RESTRICTION (the “Assignment”) is executed as of the _____ day of _____ 2023, by **BUZZARDS BAY COALITION, INC. f/k/a THE COALITION OF BUZZARDS BAY, INC.**, a Massachusetts non-profit corporation with an address of 114 Front Street, New Bedford, Bristol County, Massachusetts 02740 (“Assignor”), to and in favor of the **TOWN OF FAIRHAVEN**, a Massachusetts municipal corporation with a principal address of 40 Center Street, Fairhaven, Bristol County, Massachusetts 02719, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws (together with its successors and/or assigns, “Assignee”).

WHEREAS, Assignor is the holder of that certain Conservation Restriction dated as of June 12, 2007, and recorded in the Bristol County (Southern District) Registry of Deeds on October 2, 2007, in Book 8811 at Page 24 (the “Conservation Restriction”). Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to them in the Conservation Restriction; and

WHEREAS, Assignor intends to acquire fee title to all of the real property encumbered by the Conservation Restriction (the “Premises”); and

WHEREAS, Assignor desires to assign its interests in the Conservation Restriction to another holder prior to acquiring fee title to the Premises to prevent, by operation of law, voiding of the Conservation Restriction by merger of title; and

WHEREAS, Assignee is a “qualified organization” as defined in Section 170(h) of the Internal Revenue Code of 1954 (the “Code”), and Assignee is an eligible holder of a conservation restriction as set forth in Section 32 of Chapter 184 of the Massachusetts General Laws; and

WHEREAS, Assignor used funding from the United States Fish and Wildlife Service (the “USFWS”) to help with the purchase of the Conservation Restriction and agreed to comply with

the Notice of Federal Grant Involvement (the "USFWS Notice") attached as Exhibit "B" in the Conservation Restriction and received prior consent from the USFWS for the Assignment; and

WHEREAS, Assignor, wishes to transfer, convey and assign to Assignee all of its right, title and interest in, to and under the Conservation Restriction, and Assignee wishes to accept and assume all of Assignor's right, title and interest in, to and under the Conservation Restriction.

NOW, THEREFORE, for nominal consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. Assignor is hereunder and hereby assigning to Assignee, only with respect to the Premises, all of its benefits, burdens, rights, monitoring, and enforcement responsibilities under the Conservation Restriction. Assignee hereby accepts and assumes said assignment, and warrants and represents that it has the commitment and the resources to carry out, and will carry out, all of the duties and responsibilities, only with respect to the Premises, of Assignor under said Conservation Restriction, and except as otherwise provided in this Assignment, Assignor is hereunder relieved of all duties, responsibilities, obligations, and liabilities under the Conservation Restrictions. Assignor and Assignee warrant and represent that the assignment provisions of the Conservation Restriction have been complied with in full and with the execution and recording of this Assignment in the Bristol County (Southern District) Registry of Deeds said provisions will have been fully satisfied to accomplish a valid assignment.

2. The Assignee agrees to uphold the Conservation Restriction and the USFWS Notice therein.

3. In the event of the dissolution or other termination of the Assignee, and upon the recording of an affidavit by the Assignor in the Bristol County (Southern District) Registry of Deeds, which affidavit states that the Assignee has dissolved, or ceased to operate, or has ceased to function as a qualified organization under the aforementioned sections of the Code, as the case may be, the Conservation Restriction as assigned herein shall be further assigned in accordance with the Conservation Restriction and applicable law. Said affidavit shall state the effect of its recording.

4. Assignor and Assignee intend that this Assignment take effect on the day and year that this instrument is recorded in the Bristol County (Southern District) Registry of Deeds, after the signatures of the Assignor and Assignee have been affixed hereto.

5. This Assignment does not represent all or substantially all of the assets of the corporation.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth hereinabove, no Massachusetts deed excise stamps being affixed hereto because this is an assignment without monetary consideration and no stamps are required.

ASSIGNOR:

BUZZARDS BAY COALITION, INC. f/k/a
THE COALITION FOR BUZZARDS BAY, INC.

Mark Rasmussen, President, duly authorized

Michael T. Huguenin, Assistant Treasurer, duly authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BRISTOL

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Mark Rasmussen and Michael T. Huguenin, President and Assistant Treasurer, respectively, of Buzzards Bay Coalition, Inc. f/k/a The Coalition for Buzzards Bay, Inc., proved to me through satisfactory evidence of identification, which was _____, to be the people whose names are signed on the preceding or attached document, and they acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My commission expires: _____

ASSIGNEE:

TOWN OF FAIRHAVEN
CONSERVATION COMMISSION

Jay Simmons, Chair, duly authorized

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF FAIRHAVEN

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Jay Simmons, Chair of the Conservation Commission of the Town of Fairhaven, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and he/she acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires: _____

APPROVAL OF TOWN OF FAIRHAVEN SELECT BOARD

We the undersigned, being a majority of the Select Board of the Town of Fairhaven, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Assignment of Conservation Restriction from Buzzards Bay Coalition, Inc. f/k/a The Coalition for Buzzards Bay, Inc. to the Town of Fairhaven.

TOWN OF FAIRHAVEN SELECT BOARD

Leon E. Correy, III

Keith Silvia

Charles K. Murphy, Sr.

Robert J. Espindola

Stasia Powers

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF BRISTOL


On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared Leon E. Correy, III, Charles K. Murphy, Sr., Stasia Powers, Keith Silvia and Robert J. Espindola, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary Public


My Commission Expires: _____

Douglass Tree Farm, Fairhaven - Open Space Context




 Douglass Tree Farm

 Existing Protected Lands

 Assessors Parcels

0 300 600 1,200 Feet





**Town of Fairhaven
Massachusetts
Select Board**

40 CENTER STREET
FAIRHAVEN, MA 02719
TEL: (508) 979-4023
FAX: (508) 979-4079
Selectmen@Fairhaven-MA.gov

APPLICANT FOR THE USE OF TOWN HALL AUDITORIUM

Name of Organization FAIRHAVEN IMPROVEMENT ASSOCIATION
 Responsible Officer FRANK FOSTIN Tel. No. 794 930 1496
 Address _____
 Purpose of Use ANNUAL SING A LONG
 Date Requested Dec 9, 2023 Begin Time 6:00 End Time 8:50

REQUESTED USE APPROVED TO AVAILABILITY:

Conditions:

REQUEST FOR AUDIO / VISUAL TECHNICIAN: YES _____ NO

Fee will be \$100.00 (up to three hours). Each additional hour will be charged \$25.00. Additional fee will be charged once additional hour begins. Cash or Check made out to The Town of Fairhaven /Town Cable

Select Board

Police Chief/Representative

Date

Fire Department Inspection

Board of Health

Building Department Inspection

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

Office Use only

Rental Fee x _____ hrs. at \$ _____ hr.	=	\$ _____
Plus refundable security deposit in the amount of the rental fee	=	\$ _____
_____ Audio \$100.00 plus x _____ hrs. at \$25.00 /hr.	=	\$ _____
_____ Custodian x _____ hrs. at \$ _____ hr	=	\$ _____
_____ Police x _____ hrs. at \$ _____ hr	=	\$ _____
TOTAL FEES	=	\$ _____

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

Date: _____ Signed: _____
 Select Board

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



**Town of Fairhaven
Massachusetts
Select Board**

40 Center Street
Fairhaven, MA 02719

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

Release and Indemnification Agreement

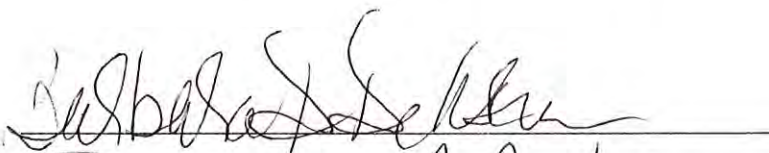
In consideration of the rental from the Town of Fairhaven ("Town") of the Town Hall and or Town Hall Auditorium, the undersigned hereby releases and forever discharges the Town and its officers, agents and employees from all suits, claims and demands of any nature whatsoever, including for negligence, which he or she or his or her heirs or assigns may ever have for any personal or bodily injury, death or property damage arising out of, related to or resulting from, in whole or in part, the use of the premises as described above.

The undersigned further agrees, for him or herself and his or her heirs and assigns, to defend and indemnify the Town and its officers, agents and employees against all such suits, claims and demands by any third party, including invitees and others, and to save them forever harmless therefrom.

If any damage to the Town Hall and or Town Hall Auditorium or any equipment or appurtenance therein, results from any act or neglect of the undersigned, its agents, guests, licensees or invitees, The undersigned shall be liable therefore and shall upon demand, reimburse the Town for all costs and expenses of such repairs and damages.

The undersigned hereby acknowledges that he or she has read and understands this release and Indemnification, and that if he or she is signing on behalf of another person or entity, he or she is authorized to do so and that such other person or entity intends to be fully bound hereby.

Signature:



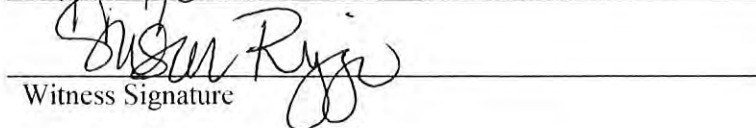
Printed Name:

Barbara A. Aeksen

Date:

11/14/03

Before me:


Witness Signature

100 Cedar Street
Fairhaven, MA 02719
October 29, 2023

Fairhaven Select Board
40 Center Street
Fairhaven, MA 02719

Dear Select Board,

I have submitted a permit application with the State to hold the Ft. Phoenix Polar Plunge on Sunday, January 1, 2024 at 10 a.m. at Ft. Phoenix State Beach Reservation. Although the event is not held on Town Property, I come before the Select Board each year to request your support and the support of the Fairhaven Fire Department for the ambulance to be on site for the event.

Our event remembers the victims of domestic violence. Our net proceeds go to the Fairhaven Dollars for Scholars scholarships for high school students.

I hope that you will support this event and would be happy to answer any questions that you have.

Sincerely,

Kathy Lopes
Ft. Phoenix Polar Plunge Chair

SELECT BOARD'S MEETING

MONDAY, November 20, 2023

**Sign previously approved license for Aquaculture.
Approved contingent on acquiring proper insurance.**

**Northeast Maritime Academy
32 Washington Street
Fairhaven, MA 02719**

AQUACULTURE LICENSE

1. PARTIES - This license to grow shellfish by means of racks, rafts, lines and floats in waters of the Commonwealth below the line of extreme low water is granted by the Town of Fairhaven (herein called LICENSOR) to North East Maritime Institute with a principal place of business at 32 Washington St., Fairhaven, Massachusetts, 02719, (herein called LICENSEE) pursuant to General Laws, Chapter 130, section 68A.

2. PREMISES - Subject to the conditions in Paragraph 7 below, LICENSEE may locate racks, rafts, lines and floats for the purpose of growing shellfish thereon in that certain portion of the water column and the land under coastal waters situated in the coastal waters northwest of West Island and more particularly described within the following bounds marked by navigational buoys:

Site 1, two acre

NW: 41.607038",-70.845723"

NE: 41.606831",-70.844704"

SW: 41.606221",-70.845967"

SW: 41.606025",-70.844963"

Containing one (2) acre of land more or less. The LICENSEE shall have exclusive use of the land above described and of the land within 100 feet of said racks, rafts or floats for the purpose of growing shellfish thereon, subject to such public uses of said waters and lands as are compatible with the aquacultural enterprise. LICENSEE shall plainly mark the boundaries of the area subject to this License with such markings as the Harbormaster shall deem sufficient. Said land under coastal waters is herein called the Premises.

3. TERM - The term of this license shall be for site 1 for three (3) years commencing on January 1, 2024 and ending on December 31, 2026, unless sooner terminated pursuant to any provision hereof.

4. LICENSING FEES - LICENSEE shall pay to LICENSOR as licensing fees for the premises one-hundred (\$200.00) dollars annually per acre.

5. BOND - Prior to the issuance of this license, LICENSEE shall deposit a bond in the sum of Five Thousand and 00/100 Dollars (\$5000.00) with the Town Clerk. To provide for the cost of removal of the aquaculture farm upon termination or expiration of this license or LICENSEE'S abandonment of the aquaculture farm, if the aquaculture farm is

Assessment of fines of up to One Hundred and 00//100 Dollars (\$100.00) per citation for noted violations under the establish 5(five) day rule. (see definition of 5 five day rule)

An exception to the 5 (five) day rule is a violation of the floating line provision of the contract which states any line found floating more than 100 feet (One Hundred feet) from the perimeter of the farm area is considered a violation and will be a violation if not repaired/corrected within two (2) days of notice. A citation will be issued with a fine assessed in the amount of (One Hundred and 00/110 dollars) \$100.00. Thereafter every 5th day another citation will be issued for (One Hundred and 00/1100 dollars) \$100.00 if the initial violation has not been brought into compliance.

Offenses that may result in an assessment of a fine include: markers found not to in their proper place; markers found to be in any position that compromises the operation of their lights and radar reflective qualities; markers that are found to be of incorrect size or color.

In addition the LICENSEE agrees to when practical notify the LICENSOR (Harbormaster's Office) of any problems with equipment found not to be in compliance, understanding that they have 5 (five) days to bring it into compliance. This period will start upon notification of the problem to the LICENSOR (Office of the Harbormaster).

5 (five) day Rule Definition

5 (five) day rule is a 5 (five) day period that has passed after the initial notification of a violation has been made to the LICENSEE in which time the LICENSEE shall have time to bring into compliance the violation initially reported to the LICENSEE. Initial notification to the LICENSEE shall consist of a reasonable attempt to contact by telephone to the listed business line on the letterhead of LICENSEE (Taylor Seafood) Notification shall be deemed complete with a message left on the LICENSEE'S company telephone answering machine. If telephonic communication can't be accomplished a notice sent by U.S. Mail shall be deemed sufficient with the day of notice for the 5 (five) day rule period being the postmark date. Another fine of One Hundred and 00//100 Dollars (\$100.00) will be assessed on the tenth day after the initial notification of a violation has been made to the LICENSEE if the initial violation has not been brought into compliance. Fines will be assessed at that rate of One Hundred and 00/100 (\$100.00) every 5th day thereafter if the initial citation issued to the LICENSEE has not been brought into compliance. The LICENSEE also understands that each citation is considered a new citation and contributes to the yearly total. The LICENSEE assumes the responsibility to notify the LICENSOR (Office of the Harbormaster) that a violation has been corrected. If they do not do so they risk another citation being issued under the 5 day rule.

If a situation should happen that puts the LICENSEE in a position that causes the LICENSEE not to be compliance with citable violation due to catastrophic values, such as large storms that hit the area, the LICENSEE shall have an opportunity to seek a

the coastal property abutting the Premises. Such notification shall be not more than then (10) days after application is filed for the same.

10.1 LIABILITY INSURANCE - LICENSEE shall, at LICENSEE'S expense, obtain and keep in force during the term of this License a policy of comprehensive public liability insurance insuring against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereof. Such insurance shall be in an amount of not less than One Hundred Thousand and 00/100 dollars for injury to or death of one person in anyone accident or occurrence and in an amount of not less than Five Hundred Thousand and 00/100 (\$500,000.) dollars for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure LICENSOR and LICENSEE against liability for property damage of at least Fifty Thousand and 00/100 (\$50,000.) dollars. The limits of said insurance shall not, however, limit the liability of LICENSEE hereunder. If LICENSEE shall fail to procure and maintain such insurance LICENSOR may, but shall not be required to, procure and maintain the same, but at the expense of LICENSEE.

10.2 INSURANCE POLICIES - Insurance required hereunder shall be in companies rated AAA or better in Best's Insurance Guide. LICENSEE shall deliver to LICENSOR copies of policies of liability insurance required under paragraph 8.1 or certificate evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to LICENSOR. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to LICENSOR. LICENSEE shall, within ten (10) days prior to the expiration of such policies, furnish LICENSOR with renewals or "binders" thereof.

10.3 INDEMNITY - LICENSEE shall indemnify and hold harmless LICENSOR from and against any and all claims arising from LICENSEE'S use of the Premises, or from the conduct of LICENSEE'S business or from any activity, work or things done, permitted or suffered by LICENSEE in or about the Premises or elsewhere and shall further indemnify and hold harmless LICENSOR from and against any and all claims arising from any breach or default in the performance of any obligation on LICENSEE'S part to be performed under the terms of this License, or arising from any negligence of the LICENSEE, or any of LICENSEE'S agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against LICENSOR by reason of any such claim, LICENSEE upon notice from LICENSOR shall defend the same at LICENSEE'S expense by counsel satisfactory to LICENSOR. LICENSEE, as a material part of the consideration to LICENSOR, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause, and LICENSEE hereby waives all claims in respect thereof against LICENSOR

10.4 EXEMPTION OF LICENSOR FROM LIABILITY - LICENSEE hereby agrees that LICENSOR shall not be liable for injury to LICENSEE'S business or any loss of

other remedy now or hereafter available to LICENSOR under the laws or judicial decisions of the Commonwealth of Massachusetts.

13.3 DEFAULT BY LICENSOR - LICENSOR shall not be in default unless LICENSOR fails to perform obligations required of LICENSOR within a reasonable time, but in no event late than thirty (30) days after written notice by LICENSEE TO LICENSOR, specifying wherein LICENSOR has failed to perform such obligation; provided, however, that if the nature of LICENSOR'S obligation is such that more than thirty (30) days are required for performance then LICENSOR shall not be in default if LICENSOR commences performance within such thirty (30) day period and thereafter, diligently prosecutes the same completion.

14. COVENANTS AND CONDITIONS - Each provision of this License performable by LICENSEE shall be deemed both a covenant and a condition.

15. LICENSOR'S ACCESS - LICENSOR'S agents shall have the right to enter the Premises at any time for any lawful purpose but not to remove or otherwise disturb the

personal property of the LICENSEE located on the Premises without prior reasonable notice to the LICENSEE.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein contained shall insure to the benefit of and be equally binding upon the respective successors and assigns of the parties here to.

IN WITNESS WHEREOF, the parties hereto have executed this License the day of

**TOWN OF FAIRHAVEN
Select Board**

Leon Correy II, Chair

Charles Murphy

Stasia Powers

Keith Silvia

Bob Espindola

License and/or Permit Bond

Bond # S-262095

KNOW ALL MEN BY THESE PRESENTS:

That we, Northeast Maritime Institute, Inc.

of 32 Washington Street Fairhaven MA 02719
as Principal and

NGM Insurance Company

of 55 West Street, P.O. Box 2054 Keene NH 03431

incorporated under the laws of the State of Florida with principal office in New Hampshire
as Surety, are held and firmly bound unto

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

as Obligee, in penal sum of

Five Thousand and 00/100 Dollars (\$ 5,000.00)

lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from the said Obligee a license or permit for a Massachusetts Agriculture License per MGL Chapter 130, Section 57-68 and the term of said license or permit is as indicated opposite the block checked below:

- Beginning the 13th day of September, 2023, and
Ending the 13th day of September, 2024
- Continuous, beginning the _____ day of _____, _____.

WHEREAS, the Principal is required by law to file with

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

A bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or Permittee shall indemnify said Obligee against all loss, costs, expenses or damage to it cause by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums that shall be payable or paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated the 13th day of September, 2023

Northeast Maritime Institute, Inc.

Principal

By: _____

NGM Insurance Company

By: Rebecca L. O'Connor

Rebecca L. O'Connor



Attorney-in-Fact

Timothy Leavitt

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint **Rebecca L. O'Connor** its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed bond number **S-262095** dated **September 13, 2023** on behalf of **Northeast Maritime Institute, Inc.**

in favor of **Town of Fairhaven, 40 Center Street, Fairhaven, MA 02719**

for **Five Thousand and 00/100**

Dollars (\$ **5,000.00**)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of NGM Insurance Company; this act of said Attorney is hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law



Kimberly K. Law

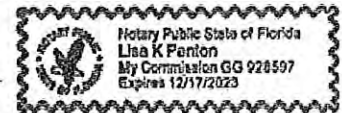
Vice President, General Counsel and Secretary

State of Florida,
County of Duval

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in force and effect. *IN WITNESS WHEREOF*, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 13th day of September, 2023 .

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call **1-800-225-5646**.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



Town of Fairhaven

Massachusetts

40 Center Street
Fairhaven, MA 02719

Tel: (508) 979-4023

Fax: (508) 979-4079

Town Dedication Policy

This policy applies to requests for memorial dedications of Town facilities and places in honor and/or in memory of those who served the Town of Fairhaven. Requests should be sponsored by a Fairhaven Board, Committee or Department and then sent to the Select Board. The dedication of public property should be done sparingly and with compelling reasons by the applicant. Appropriately sponsored requests with supporting documentation are subject to final review and approval at a regular meeting of the Select Board.

Criteria

Requests will be reviewed to determine whether the proposed honoree meets at least one of the following criteria and has a tangible connection with the facility:

- Significant contribution to Fairhaven community as determined by the sponsoring Fairhaven Board, Committee or Department
 - A person who has been active in civic affairs in Fairhaven, whose life/contributions have significance to Fairhaven history and are documented by town records, historical documents or newspapers.
 - Valuable and substantial contribution to the Town in an official, civic, or social capacity, which sets them apart from normal civic participation in the affairs of the Town. (Examples: Service in public office, either in an elected, appointed or volunteer capacity)
 - Service as a leader of an active organization of the community, which contributes to the social well-being and fabric of their neighborhood or the Town as a whole.
 - Distinguished careers by present or former residents who have achieved state or national fame.
 - Significant contributions that improved the quality of life, the general health or major development of Fairhaven, the Commonwealth or the nation.
- Performed a heroic or distinguished act completely without regard for personal safety and welfare for the common good.
- Town Employee Killed in the Line of Duty
- Worked in public service in Fairhaven
 - Meritorious and distinguished service as an employee of the Town.
 - Distinguished public service to Fairhaven, the Commonwealth or the nation.
- Historical Significance
 - All dedication requests associated with historical events or historical figures shall be sponsored by the Historical Commission.

Procedure

The request should be submitted to a Fairhaven Board, Committee or Department for review and sponsorship. Once a request has been sponsored by a Town Board, Committee or Department it will be submitted by the sponsoring board or department to the Select Board to be heard during a regular meeting.

Eligibility

All public facilities and places under the jurisdiction of the Select Board and/or any of its direct or indirect appointees are eligible for consideration. These places include, but are not limited to: town buildings or parts thereof, town land, recreation areas, intersections and other landmarks.

Other Considerations

This policy is meant to serve as a guide to those persons seeking a memorial dedication on or at Town facilities. Nothing herein shall be construed so as to limit the Board's authority to use its discretion based on the facts and circumstances surrounding a particular issue and the Board reserves its right to modify or discontinue this policy

All costs and any permit or other application fees associated with the request are the sole responsibility of the applicant. The Department of Public Works should be consulted by the requestor for review of any signage being considered.

Policy adopted _____