

*Town of Fairhaven
Board of Public Works*

*5 Arsene Street
Fairhaven, Massachusetts 02719*

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bpw@fairhaven-ma.gov



September 28, 2022

Jeffrey Lucas
Fairhaven Community Preservation Committee
40 Center Street
Fairhaven, MA 02719
Re: Mattapoisett River Valley Water Supply Resilience Project
Mattapoisett, Acushnet and Rochester, Massachusetts

Dear Mr. Lucas:

On behalf of the Town of Fairhaven Board of Public Works, I am pleased to submit this application to the Fairhaven Community Preservation Committee for consideration. This application builds on the Town's prior successful projects (in 2012, 2017 and 2018) protecting land in the Mattapoisett River Valley and continues the Town's efforts to protect important natural resources. The protection of this 241 acres will not only prevent the conversion of land in the River Valley and remove its impact on the related aquifer that supplies drinking water to Fairhaven and surrounding towns, it will also expand opportunities for public passive recreational activities and protect critical wildlife habitat. The project lands directly abut 3 Fairhaven drinking water supply wells along the river and the project as a whole fills existing gaps in the growing assemblage of water supply protection land.

As Fairhaven receives drinking water from the Mattapoisett River Valley and is a member of both the Mattapoisett River Valley Water Supply Protection District and Advisory Committee, this is an outstanding opportunity to join our partner neighboring towns, support this project and profoundly leverage our contribution. Significant funding has already been secured from the Advisory Committee, the Commonwealth's Municipal Vulnerability Preparedness grant program and our project partner, Buzzards Bay Coalition. The CPCs of Marion, Mattapoisett and Acushnet will receive funding requests similar to this one and Rochester is anticipated to participate as well. Town Meeting has traditionally strongly supported open space projects, especially ones that benefit drinking water and wildlife habitat.

Thank you for your attention to this letter and I am hopeful that the application will receive a favorable recommendation. Helping protect these lands helps Fairhaven and helps protect our drinking water supply, removes the potential impacts of residential development, expands passive recreational opportunities and conserves critical wildlife habitat. I look forward to speaking with you about it.

Sincerely,

Vincent D. Furtado,
Superintendent

CPC PROJECT APPLICATION FORM – FY24

Applicant: Town of Fairhaven BPW

Submission Date:

Applicant's Address, Phone Number and Email

Purpose: (Please select all that apply)

5 Arsene Street, Fairhaven, Massachusetts 02719
(508) 979-4030 x 113
vfurtado@fairhaven-ma.gov

- ☒ Open Space
- ☐ Community Housing
- ☐ Historic Preservation
- ☒ Recreation

Town Committee (if applicable):

Project Name: Mattapoisett River Valley Water Supply Resilience Project

Project Location/Address: Acushnet, Mattapoisett and Rochester

Amount Requested: \$ 85,000

Project Summary: In the space below, or attached sheets if necessary, provide a detailed summary of the project citing the elements of the Review and Recommendation Criteria found in the Application Guidelines and checklists below (p. 4-8)

This project will result in the permanent protection of 241 acres of land currently vulnerable to development and critical to protecting the Town of Fairhaven (Town)'s public drinking water supply. The project is located within the watershed for the Mattapoisett River, from which, the Town gets all of its drinking water and is an opportunity to conserve sections of tributaries running to the River and protect extensive bordering vegetated wetlands, acres of upland forest and fields, the River's floodplain and Mass DEP Zone II drinking water production lands. It will also protect important natural habitat for rare species and remove development potential (and its resulting future impacts). The project directly abuts Town of Fairhaven drinking water supply wells along the River and the project as a whole fills existing gaps in the growing assemblage of water supply protection land.

The project meets many of the CPC Review and Recommendation Criteria (detailed below), supports goals found in the Town's planning documents and builds on the prior investment of Fairhaven CPA funds (2012, 2017 and 2018) to protect drinking water aquifer lands in the Mattapoisett River Valley. If successful, the Town BPW will direct the funds to the general acquisition cost of the land, to be held by the Mattapoisett Water Department and Buzzards Bay Coalition (BBC), and then be a co-holder, along with the Towns of Acushnet, Rochester and Marion, of concurrent conservation restrictions that ensures that the property remains drinking water aquifer protection land as well as open to the public, including Fairhaven residents, for passive recreational activities.

BBC has the project acreage under agreement for acquisition and protection and has partnered with the Town, as well as Mattapoisett, Marion, Acushnet and Rochester (all of whom, through public systems or private wells, get clean drinking water from the Mattapoisett River aquifer), to raise funds for the successful completion of this \$6M+ project. Remarkably, the Mattapoisett River Valley Water Supply Protection Advisory Committee, town of Mattapoisett and BBC have already raised more than \$5M towards completion of this project. The opportunity to leverage a minimal investment of CPC funds in protecting an additional 241 acres benefiting the Town's public drinking water supply is very important and not to be missed.

Estimated Date for Commencement of Project: Spring 2023

Estimated Date for Completion of Project: July, 2023

Project Narrative

Project Background

The *Mattapoisett River Valley Water Supply Resilience Project* will protect 241 acres of land vulnerable to development over a critical multi-town public drinking water supply aquifer. This project is a continuation of the Town of Fairhaven (Town)'s previous CPA investment (FY2012, Wolf Island Road, FY2017, Long Plain Road and FY2018, Wolf Island Road again, different site) along with other Town acquisitions protecting the river that provides its drinking water and a component of larger efforts, guided by a variety of local and regional plans, to increase the amount of protected lands in the Mattapoisett River Valley. The acreage is located within the Mattapoisett River watershed and is depended on as a drinking water supply for Fairhaven and four surrounding southeastern Massachusetts municipalities (Mattapoisett, Marion, Acushnet and Rochester). In addition to protecting a highly valuable drinking water supply, the project will provide appropriate public access for compatible passive recreation opportunities, will have significant benefits to water quality, fish and wildlife habitat and other natural resources.

The project property consists of acreage in Mattapoisett (in two locations) along with land abutting the Mattapoisett town line in Acushnet and Rochester (see attached locus map). It includes some 3,985 linear feet of direct frontage on Tripps Mill Brook, an important tributary of the Mattapoisett River, along with important riparian wetland areas, buffering forest areas and fields. A portion of the project abuts existing Town BPW land on Wolf Island Road that contains 3 Town pumping wells directly on the Mattapoisett River. Also, the towns of Mattapoisett and Marion both have additional public supply wells in the immediate vicinity. The value of protecting this property for drinking water purposes is immeasurable as the vast majority of the project acreage lies within the state-designated Zone II (the area of land that contributes to the public drinking water supply).

The project fits well within the Town's current resource planning and management studies. The Town's Master Plan identifies the importance of protecting the Town's water supply, including the Mattapoisett River aquifer, as well as preserving the Town's open space resources. These specific goals are mirrored in the Town's Open Space and Recreation Plan and echoed in the Town's Community Preservation Plan, including working with the Mattapoisett River Valley Water Supply Protection Committee (of which the Town is a member and which has recognized the importance of the project and has already committed funding to it) adding further weight to the importance of protecting this property.

The property has been secured with a purchase and sale agreement by our project partner, Buzzards Bay Coalition (BBC). Its protection will add 241 acres and make even more impressive, the assemblage of protected lands within the Mattapoisett River Valley (see attached open space map).

Public drinking water supply protection is the primary purpose of this project, however, the project will produce other benefits such as critical wildlife habitat protection, increased resilience from the growing effects of climate change and public access for passive recreation will be permitted as appropriate for the area. This is likely to include minimal impact activities such as walking/hiking, flora and fauna observation, picnicking, fishing and the like. To protect the river and its aquifer, the project property will be signed and inspected regularly to prevent incompatible uses and evaluate impacts.

The project lands will be owned by the Mattapoisett Water Department (acreage north of Wolf Island Road) and BBC (remaining acreage). The Town BPW, along with the other partner towns, would co-hold the CPA-required conservation restrictions over the project lands to provide double protection as to their status as drinking water protection lands.

The project property is vulnerable to residential construction due to its significant uplands. Such use of the project property (in the Zone II with close proximity to supply wells) is of great concern to the management of the public drinking water supply because of water quality impacts associated with residential development such as disturbance of wetlands, removal of natural vegetation, application of fertilizers, addition of impervious surfaces and associated stormwater, fuel storage and installation of on-site septic systems. Such land use changes on the project property would impact water quality in the river, downstream estuary and the underlying aquifer which is

relied on as a public drinking water supply to Fairhaven and other surrounding communities. This would likely add to uncertainty and future cost to the provision of a safe, clean public drinking water supply.

The primary benefit of this project is protection of the public drinking water supply. The proposed acquisition and protection of the proposed property will result in permanent protection of the land from uses not compatible with protection of natural resources. The project will produce other benefits including protection of important riparian wetlands, wetland buffers and rare species habitat, nature-based solutions for climate change resilience and public access for appropriate passive recreation.

As noted, the project property also has the benefit of having uniquely high habitat value for biodiversity. It is almost entirely designated as BioMap2 Core Habitat or BioMap2 Supporting Natural Landscape indicating that it is critical to conservation of the Commonwealth's terrestrial and aquatic biodiversity. Over 15 acres of the project area is designated as Priority Habitat of Rare Species (documented as habitat of the Eastern Box Turtle, a listed Species of Special Concern under the Massachusetts Endangered Species Act) by the Massachusetts Natural Heritage and Endangered Species Program (NHESP)). Collectively, these aspects speak to the importance of protection of the property for habitat protection. The Mattapoissett River supports regionally significant runs of diadromous fish, including river herring, and as well as important recreational fisheries. Additionally, this property contributes to a relatively large contiguous block of land areas protected along the watercourses of the Mattapoissett River and its tributaries by the towns of Fairhaven, Rochester, Marion and Mattapoissett, Mass Wildlife, BBC and other local land trusts with the area playing an important role as wildlife corridors in the region.

Protection of these watershed lands will also benefit the water quality of the River and the coastal waters of Buzzards Bay, protecting valuable natural resources within. Increasing nutrient pollution in surface waters associated with the development of watershed lands has evolved into a complicated and expensive problem for coastal municipalities throughout southeastern Massachusetts.

Project Description

The project strategy is the fee purchase of 241 acres by the Town of Mattapoissett Water and Sewer Department and BBC that will result in:

- Protection of the Mattapoissett River watershed and Fairhaven's public drinking water supply.
- Removal of the residential development potential for the property and the associated resulting impacts to water resources including the drinking water aquifer, the Mattapoissett River, and Buzzards Bay.
- Protection of state NHESP priority wildlife habitat
- Adding to a contiguous block of conserved open space
- Access for appropriate passive public recreation

Fairhaven BPW has a strong interest in the protection of the Mattapoissett River due to its importance as a source for drinking water for Fairhaven and four other surrounding towns. Our partner BBC intends to assign its interest in the land purchase contract for the portion of the project north of Wolf Island Road to the Mattapoissett Water and Sewer Department.

The Town BPW and the other partner towns will simultaneously acquire co-held conservation restrictions over the project property. There are no known issues that would prevent a smooth and timely acquisition.

Community Preservation Benefits

Protecting these lands supports a variety of relevant Fairhaven planning efforts. The Town's Open Space and Recreation Plan (OSRP) specifically identifies a goal of protecting the resources of the Mattapoissett River aquifer and to work with the Mattapoissett River Valley Water Supply Protection Committee to do so while the Town's FY2024 Community Preservation Plan (CPP) also speaks to preserving lands that protect the quality and quantity of Fairhaven's drinking water supply.

This project supports the Town's most recent Master Plan which mirrors the Town's OSRP in that it speaks of protecting Fairhaven's drinking water supply in the Mattapoissett River Valley aquifer.

The Town's CPP provides a number of open space preservation and recreation goals that the Town seeks to support through the use of monies awarded by the Community Preservation Committee (CPC). Many of those goals are supported by the *Mattapoissett River Valley Water Supply Resilience Project* as highlighted below. (References to CPP goals are in **bold**.)

- First and foremost, this project would **protect the resources of the Mattapoissett River aquifer** and preserve lands that protect the quality and quantity of Fairhaven's primary public drinking water supply.
- This project would protect lands that are **significant to state recognized Core Habitat, Critical Natural Landscapes and climate change resilient land**.
- It continues partnering with the **Mattapoissett River Valley Water Supply Protection Committee** and **Buzzards Bay Coalition** to protect land.
- By co-holding a conservation restriction over the property, Fairhaven BPW helps preserve **critically located parcels of land for trails, public access and habitat** protection.

The project is thus clearly consistent with the goals of the CPP. Further, the project provides positive **fiscal impact** in that it will leverage other funding, thereby minimizing the **financial impact on taxpayers and** resulting in an **uncomplicated** acquisition.

The project addresses specific criteria of the CPP in the following ways.

- The proposed project falls within the Mattapoissett River aquifer and will protect the source of Fairhaven's public drinking water supply.
- Protection of the property will prevent potential development and aid in aquifer recharge and benefit water quantity and quality. The importance of this element is evidenced by the fact that the Town of Fairhaven has three existing source wells in the immediate vicinity and development of the subject property would impact the aquifer.
- The land is currently undeveloped and would be additionally protected by conservation restrictions.
- Protection of the property is a component of a larger overall strategy to protect lands important to drinking water protection in the Mattapoissett River Valley.
- The proposed project would fill a gap in protected lands on the western side of the Mattapoissett River watershed in Mattapoissett, Acushnet and Rochester.

Summary

Acquisition and protection of these lands to ensure the safe public drinking water supply is a priority. These properties are part of a larger coordinated project to protect the multi-town drinking water resource in the Mattapoissett River Valley. Other aspects of this large overall project have been completed with broad support from the Commonwealth's MVP, CPG and LAND programs, USF&WS's NAWCA program, the USDA Wetland Reserve Program, CPA funding, municipal funding from multiple towns and private funds through land trust partners. The Town has shown by past performance that it understands the importance of such land protection projects and the relative economic sense of spending funds in the present on land protection now rather than on the more costly infrastructure required for water quality pollution abatement in the future. The Town has had previous success investing in drinking water protection in Mattapoissett and Fairhaven BPW looks forward to partnering with BBC and our other partner towns again to take advantage of this opportunity in advancing the protection of this important drinking water resource.

The protection of these 241 acres is a key step in continuing a coordinated effort by the numerous partners to secure the long term future value of the critical drinking water supply of the Mattapoissett River Valley. These project lands have been a priority for acquisition due to their location, proximity to the river and drinking water wells and its threat/vulnerability to development. We look forward to working with the CPC to take advantage of this opportunity in advancing the protection of these important lands and water resources.

Checklist

General Criteria for All Projects – Check off and address each criterion as it applies:

- ☒ Is the project consistent with the goals of the Town of Fairhaven *Community Preservation Plan*?
- Yes, as noted in the Narrative above, the project helps protect the aquifer for the Mattapoissett River for Fairhaven's public drinking water supply, protects land that is state-recognized Core Habitat, Critical Natural Landscape and land that builds climate change resilience, continues working with the Mattapoissett River Valley Water Supply Protection Committee and Buzzards Bay Coalition and conserves parcels for publicly accessible passive recreation.
- ☒ Does the project have other sources of funding? If so, indicate percentage.
- Yes, for this \$6,025,000 project, \$5,650,000 (94%) has been committed to date. See Project Scope/Cost Estimate below for details.
- ☒ Does the project leverage additional or multiple sources of public and/or private funding?
- Yes, a state Municipal Vulnerability Preparedness (MVP) grant has been awarded and the Mattapoissett River Valley Water Supply Protection Committee and Buzzards Bay Coalition have both committed funds to the project.
- ☒ Does the project preserve a threatened resource?
- Yes, the aquifer for the Mattapoissett River (the source of safe, clean drinking water for Fairhaven) as well as state designated Core Habitat and Critical Natural Landscape.
- ☒ Is the project consistent with existing Planning Documents such as the Master Plan and Open Space Plan?
- Yes, as noted in the Narrative above, the project supports the Town's Master Plan, OSRP and CPP.
- ☐ Does the project comply with the zoning regulations? NA
- ☒ Does the project have a means of support for maintenance and upkeep?
- Yes, both the Mattapoissett Water Department and Buzzards Bay Coalition will manage their acquired land in a similar fashion to their existing holdings keeping the property safe for public use and monitoring for inappropriate activity or use and addressing any such instances appropriately.
- ☒ Does the project involve currently owned municipal assets?
- Yes, the project will protect the long-term sustainability and resilience of the adjacent Town-owned drinking water supply wells.
- ☒ Does the project serve underserved populations or address more than one focus area of the CPA?
- Yes, the portion of the project in Acushnet is within a state recognized Environmental Justice population with the project lands as a whole being close by other EJ populations in Fairhaven, Marion and New Bedford. The project protects the public drinking water supply for all of Fairhaven, including underserved populations.
- ☐ Does the project reclaim abandoned or previously developed lands? NA
- ☐ Does the project require a Special Permit, NOI, Building Permit or other permitting? Please list all local and State permits you are aware of that the project will need. NA

☒ Does the project have community support? Does the project provide a positive impact to the community?

Yes, in addition to the Fairhaven BPW, the other partner towns (as active members of the Mattapoissett River Valley Water Supply Protection Committee) support the project and are seeking funding as does Acushnet (not a member of the Committee) which has a positive funding recommendation for CPA funding from its CPC.

☒ Does the project have sufficient supporting documentation?

Yes, see attached.

☒ Has the applicant/ team demonstrated the ability and competency to implement the project as proposed?

Yes, Fairhaven BPW has had 3 prior projects receive CPA funding for drinking water supply protection (FY2012, Wolf Island Road – site of 3 Town of Fairhaven drinking water supply wells, FY2017, Long Plain Road – aquifer protection and FY2018, Wolf Island Road – aquifer protection) that all went smoothly and achieved the proposed results and Buzzards Bay Coalition is well-versed in land protection having completed, or assisted, in dozens of projects protecting some 10,000 acres in the Buzzards Bay watershed.

☒ Does the applicant have site control, or the written consent by the property owner to submit an application?

Our project partner, Buzzards Bay Coalition, has the land under agreement to acquire (see attached contract).

Recreation Criteria - Check off and address each criterion as it applies:

☒ Will more than one age group use the project?

Yes, once acquired, the property will be publicly accessible to people of all ages for appropriate passive recreation, environmental education and study/research, exploration and enjoyment.

☒ Can the project be used by more than one activity (multi-use)?

Yes, passive recreation includes, walking/hiking, fauna/flora observation, fishing, picnicking and the like.

☒ How many participants will normally use the project at once?

The public will be able to access and use the property at will. Buzzards Bay Coalition anticipates using the property to support its group environmental education and experiential programming.

☒ Is this project the first of its kind in the Town or County?

This project builds on the successes of prior projects that used CPA funding to protect drinking water aquifer lands and furthers the partnership of working with other town and land trust partners to achieve important protection of critical land.

☒ Can participants be unsupervised by an adult use the project?

Yes, the property will be publicly accessible to people of all ages, including minors.

☐ Are grants available to help pay for the construction? If so, has application been made for the grant? NA

☒ Does the project include considerations for additional parking?

Yes, Buzzards Bay Coalition will add the land it acquires to its popular and well-visited Mattapoissett River Reserve and plans new parking areas to ease accessibility.

X Can the project be used more than 1 of the 4 seasons per year?

Yes, the property will be publicly accessible year round.

X Does the project match the character of the surrounding area?

Yes, the property will result in protected open space that will help maintain the existing character and feel of forest, fields and wetlands involved.

X Does the project include all normal safety considerations?

Yes, both the Mattapoisett Water Department and Buzzards Bay Coalition will regularly monitor their acquired lands to ensure safe conditions are maintained. As is their practice, if needed, Buzzards Bay Coalition will notify the proper public safety officials if a situation warrants it.

☐ Does the project meet all building and safety codes? NA

X Is the project accessible by pedestrians, bicycles, transit?

Yes, with the project lands being publicly accessible, neighboring residents will be able to walk to the property and the acreage is within a short bike ride or car trip for Fairhaven residents and other members of the public.

Open Space Criteria for Parcel Selection - Check off and address each criterion as it applies:

☐ Is the project within the Nasketucket Watershed Area? NA

X Is the project with 100 feet of wetlands? Is the project with 200 feet of a river?

Yes, to both and the protection of these lands will provide important buffer to both wetlands and waterways and prevent activities that would otherwise harm or impact them.

X Is stream and bank protection an issue? Is vernal pool protection a consideration?

Yes, to both and the conservation restrictions (co-held by Fairhaven BPW) will provide setback protection for wetlands and waterways and should any vernal pools be on the project lands, consideration will be taken to have them documented.

☐ Would this proposal enhance protection of any FEMA designated floodway? NA

☐ Does the project include any Area of Critical Environmental Concern? NA

X Would this proposal contribute to preservation and/or creation of forested land?

Yes, forestry activities would be limited to those that address the health of the forest or maintain safety for public access or as part of habitat restoration. No commercial cutting would be permitted by the conservation restrictions.

X Will this proposal protect other parcels? Will this proposal impact other parcels?

Yes, this project proposes to directly protect 15 parcels of land (totaling 241 acres) across 3 towns (Mattapoisett, Acushnet and Rochester) and that protection will benefit abutting parcels of existing conservation land by removing gaps in the growing block open space within the Mattapoisett River watershed.

X Does this parcel abut protected land? Does this parcel support a significant wildlife habitat?

Yes to both, see attached open space and natural resource maps.

X Is this parcel at risk for development? Did this parcel have a past proposal for development? Is it for sale?

Yes, if the partnership of Fairhaven BPW, Buzzards Bay Coalition and the other partner towns are unsuccessful in protecting the project lands, the current owner would easily be able to resurrect development plans for the property for a variety of uses. Over the years, development has been proposed over and over, but Buzzards Bay Coalition was able to secure an agreement for the property and this is the chance to protect it. It won't come around again.

X Are grants available? If so, has application been made?

Yes, see the Project Scope/Cost Estimate below for details.

X Does the property or structures have historic significance?

Yes, Red Brick Farm, on the west side of Long Plain Road is a well-known regional historic landscape. Buzzards Bay Coalition intends to keep the farmhouse and accessory barns in support of its activities and land management work.

X Are there and stonewalls, old foundations, roads, trails, cart paths or scenic vistas?

Yes, there are many of those elements associated with the property that Buzzards Bay Coalition will acquire and as the land management plan is developed, incorporating them into the long-term use of the property will be considered.

X Are there any active or passive recreation possibilities associated with this parcel?

Yes to passive recreation. Active recreation (ball fields, courts, gyms, arenas and the like) will not be permitted under the conservation restrictions.

X Is this parcel suitable for a community garden or farm?

Yes for the property being acquired by Buzzards Bay Coalition. Portions of the project lands are in active agricultural use (Winterbottom Farm on Acushnet Road) or are existing fields or have good agricultural soils. Agricultural use would be considered for inclusion in the conservation restriction as a reserved right.

X Is this parcel suitable for nature observation and educational programs?

Yes, the property will be publicly accessible for passive recreation such as nature observation and Buzzards Bay Coalition would incorporate its lands into its thriving environmental education programming for adults and children.

Site Control

Our partner, Buzzards Bay Coalition, has the project property under agreement (see attached) and intends to assign its interest in the agreement for the portion of the property north of Wolf Island Road to the Town of Mattapoisett Water & Sewer Department.

Project Scope/Cost Estimate/Feasibility

The proposed project is for the fee acquisition of 241 acres of undeveloped land in the Mattapoisett River watershed. A copy of an independent appraisal attesting to the value of the property is attached to the original application. The requested CPA funds would be leveraged with a mix of other funds. Acquisition could occur shortly after Town Meeting approval with the concurrent conservation restrictions being completed at the same time.

The cost estimate is as follows:

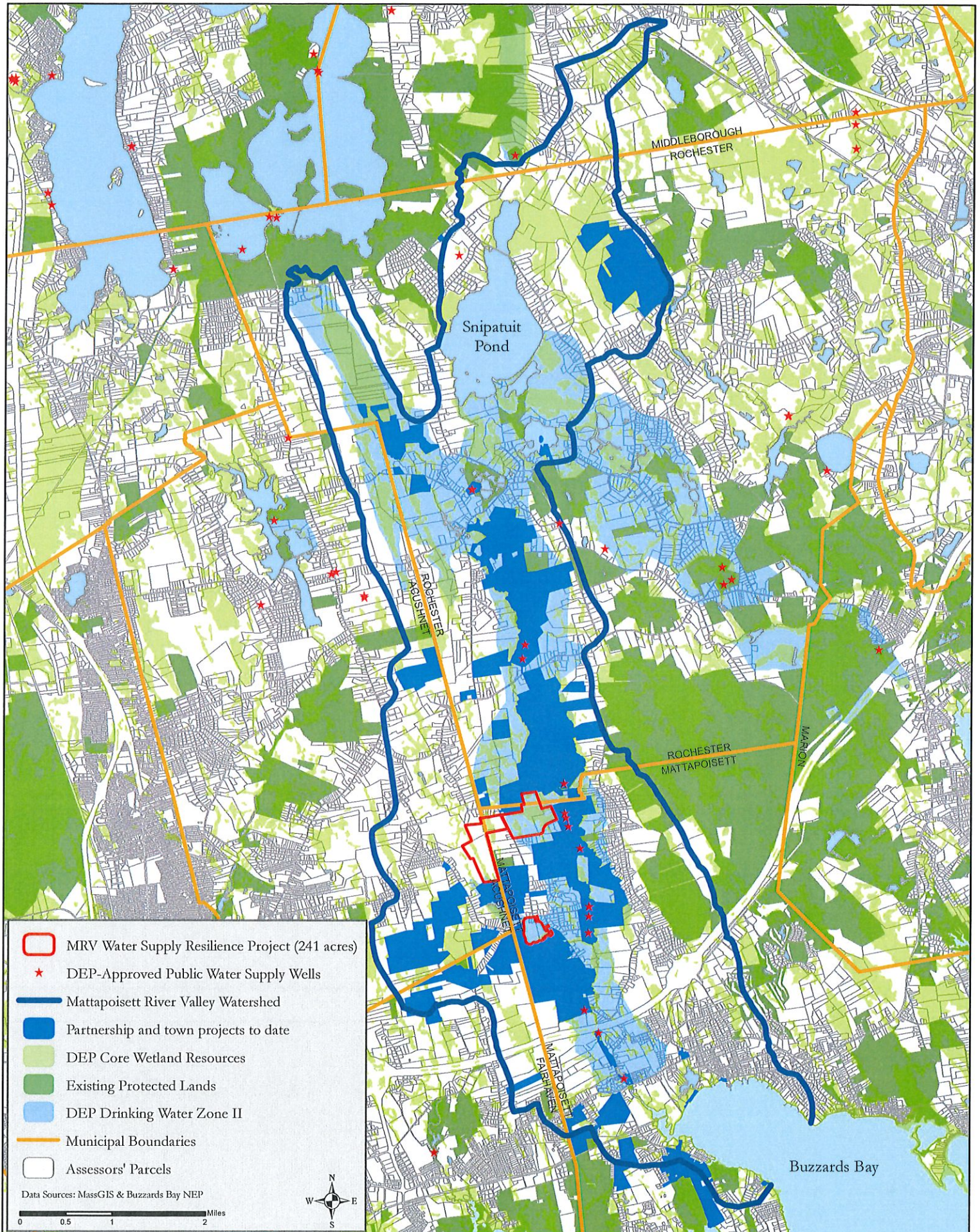
<u>Item</u>	<u>Cost</u>
Fee acquisition of 241 acres	\$5,980,000
Project costs	<u>\$ 45,000</u>
TOTAL PROJECT COSTS	\$6,025,000
CPA FUNDING REQUEST	\$ 85,000
State MVP Grant (Committed)	\$4,500,000
MRV Advisory Committee (Committed)	\$ 150,000
Buzzards Bay Coalition (Committed)	\$ 965,000
Rochester BBNEP Grant (Pending)	\$ 70,000
Acushnet CPA (Pending)	\$ 85,000
Mattapoisett CPA	\$ 85,000
Marion CPA	<u>\$ 85,000</u>
TOTAL FUNDING	\$6,025,000

Maps

A series of maps concerning the project area are attached.

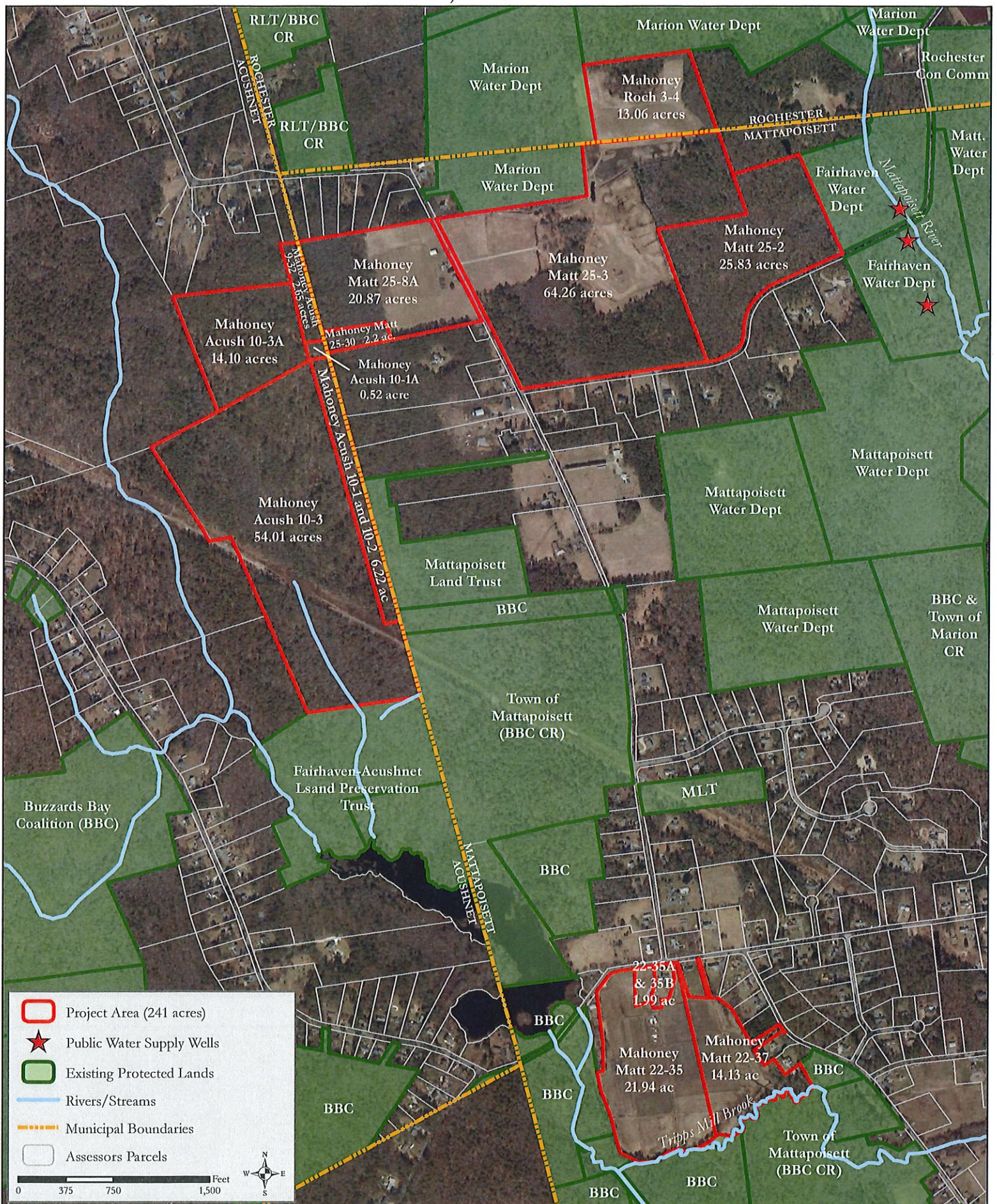
Mattapoissett River Valley Land Protection Partnership

Buzzards Bay Coalition & Mattapoissett River Valley Water Supply Protection Advisory Committee



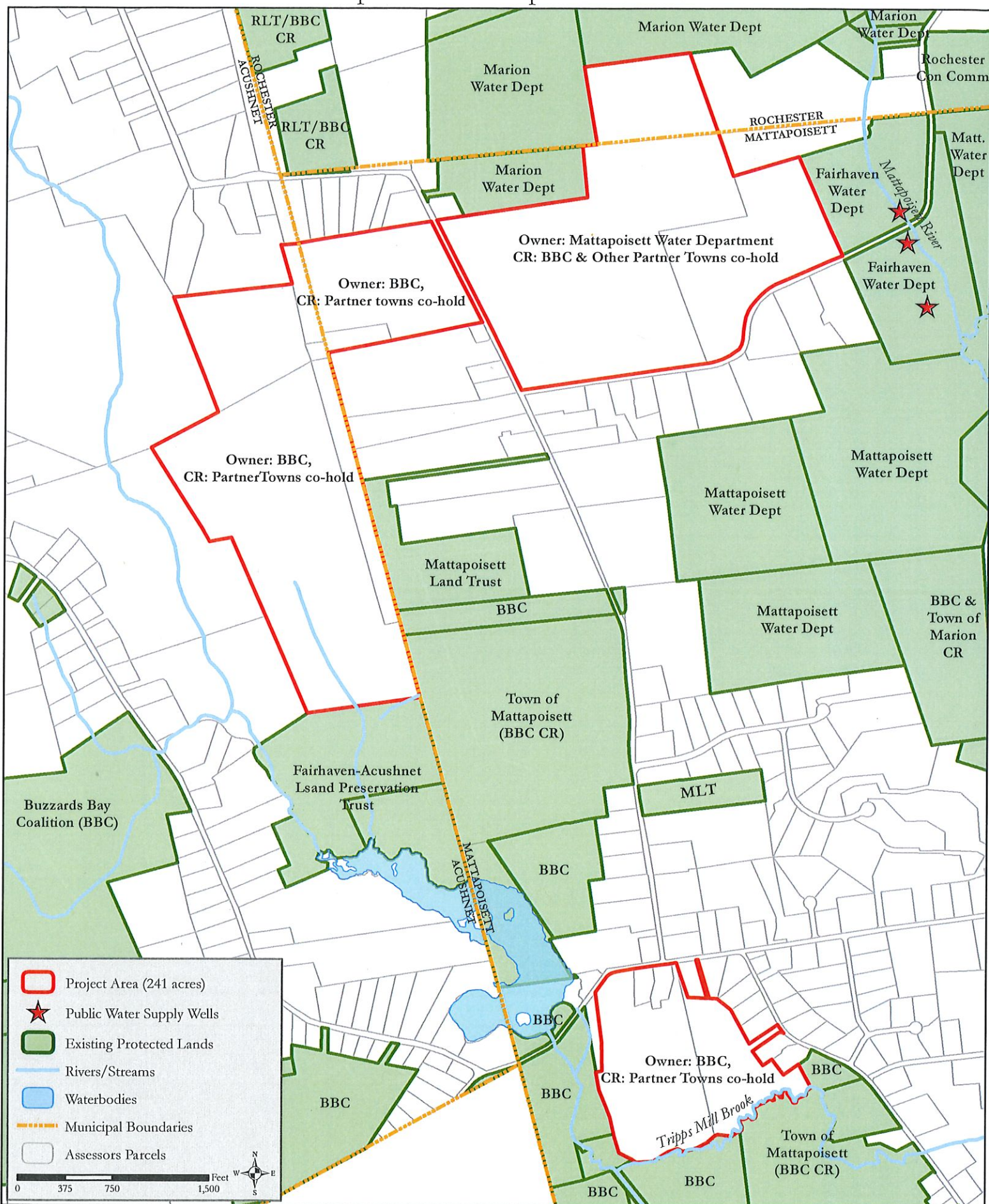
Mattapoissett River Valley Water Supply Resilience Project

Project Area Air Photo



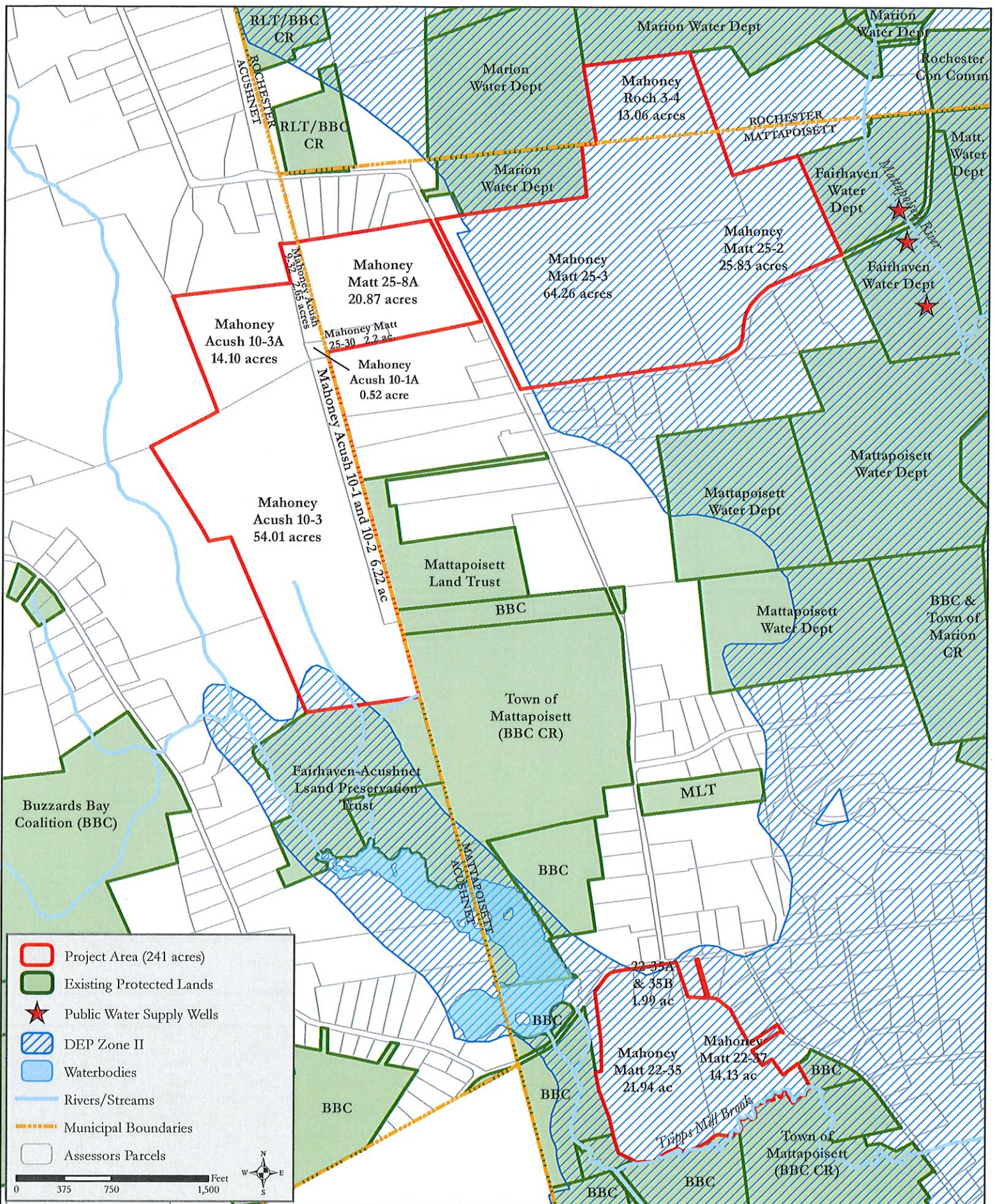
Mattapoissett River Valley Water Supply Resilience Project

Proposed Ownership and Protection



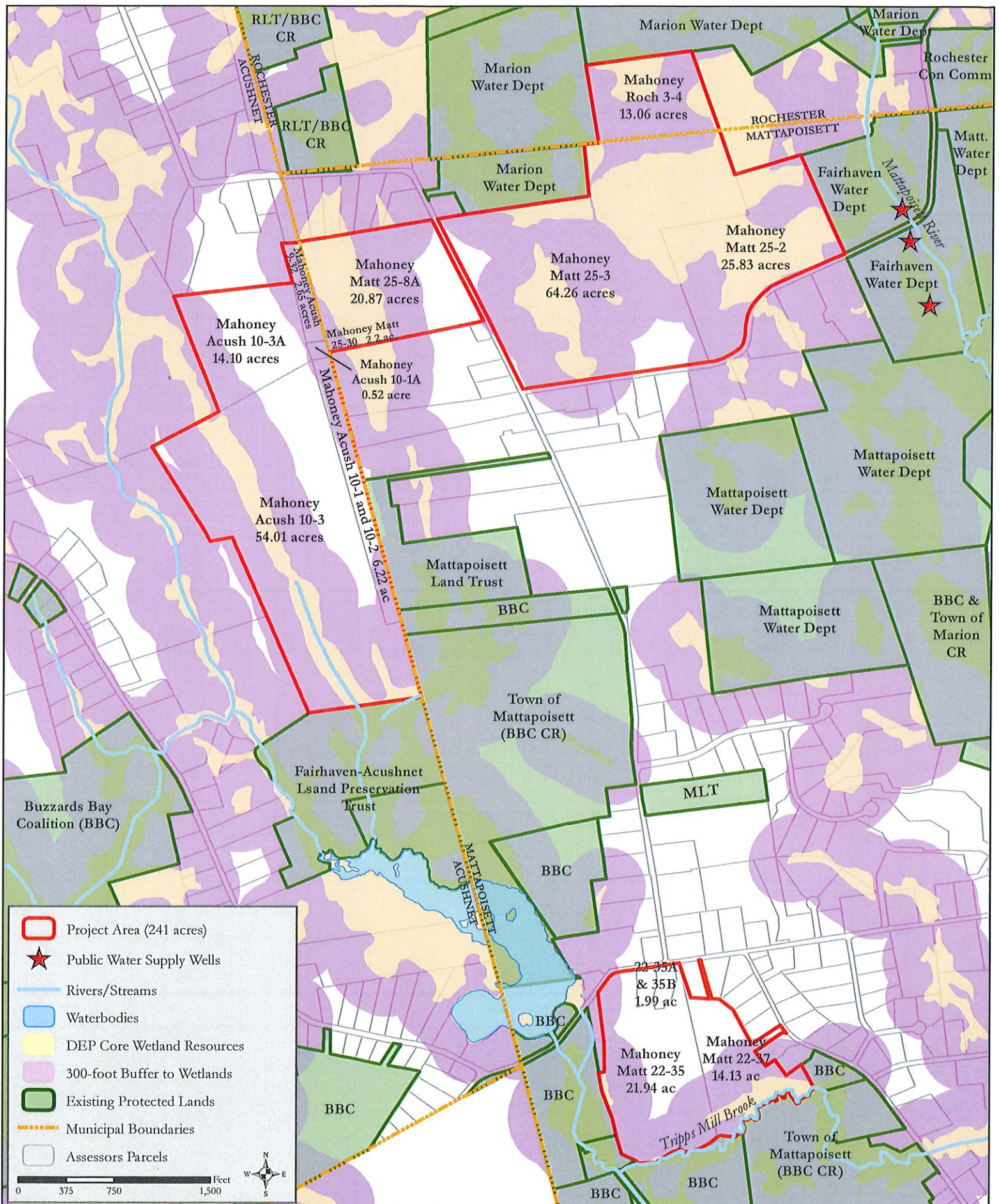
Mattapoissett River Valley Water Supply Resilience Project

Water Resources



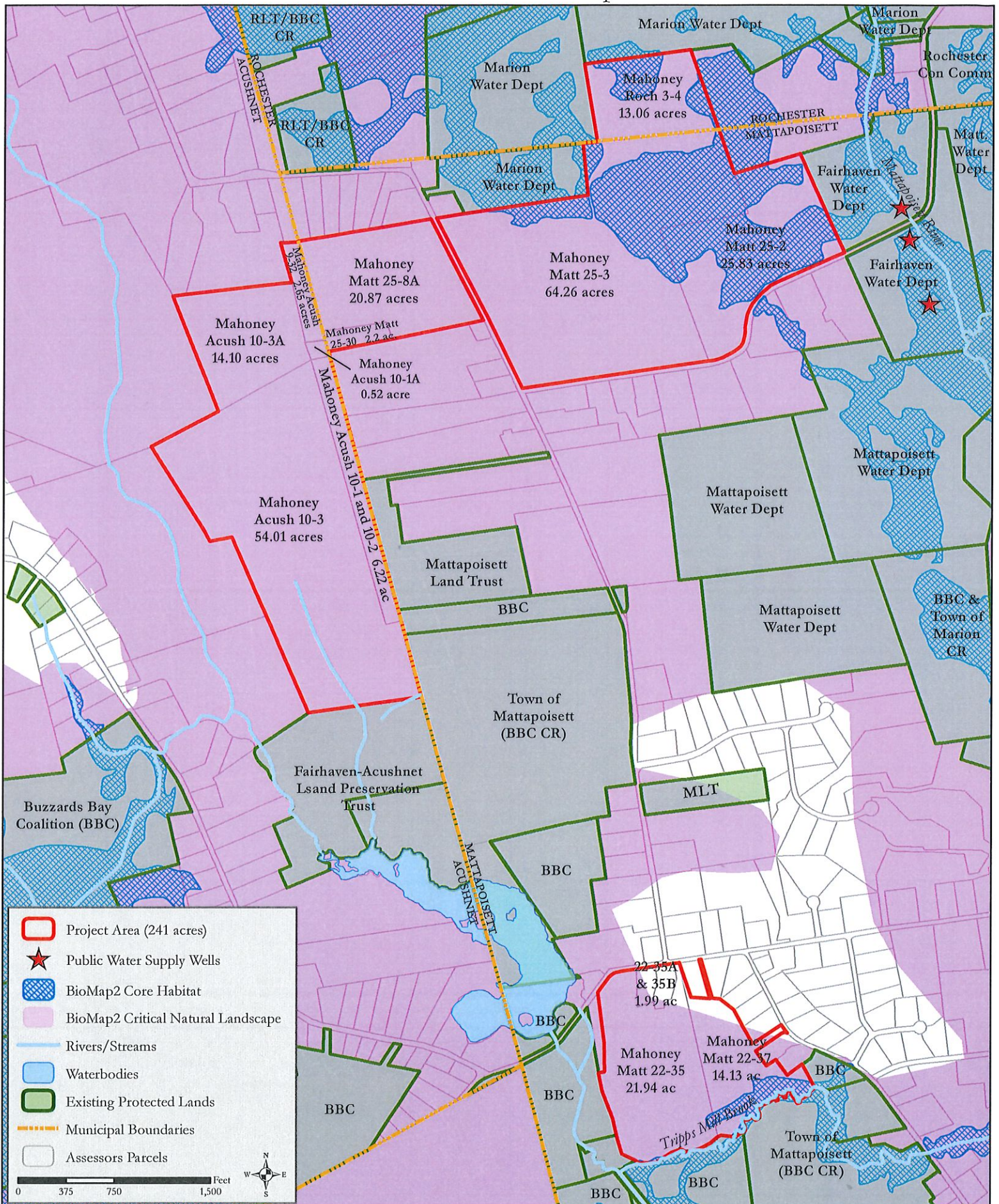
Mattapoissett River Valley Water Supply Resilience Project

Wetland Resources



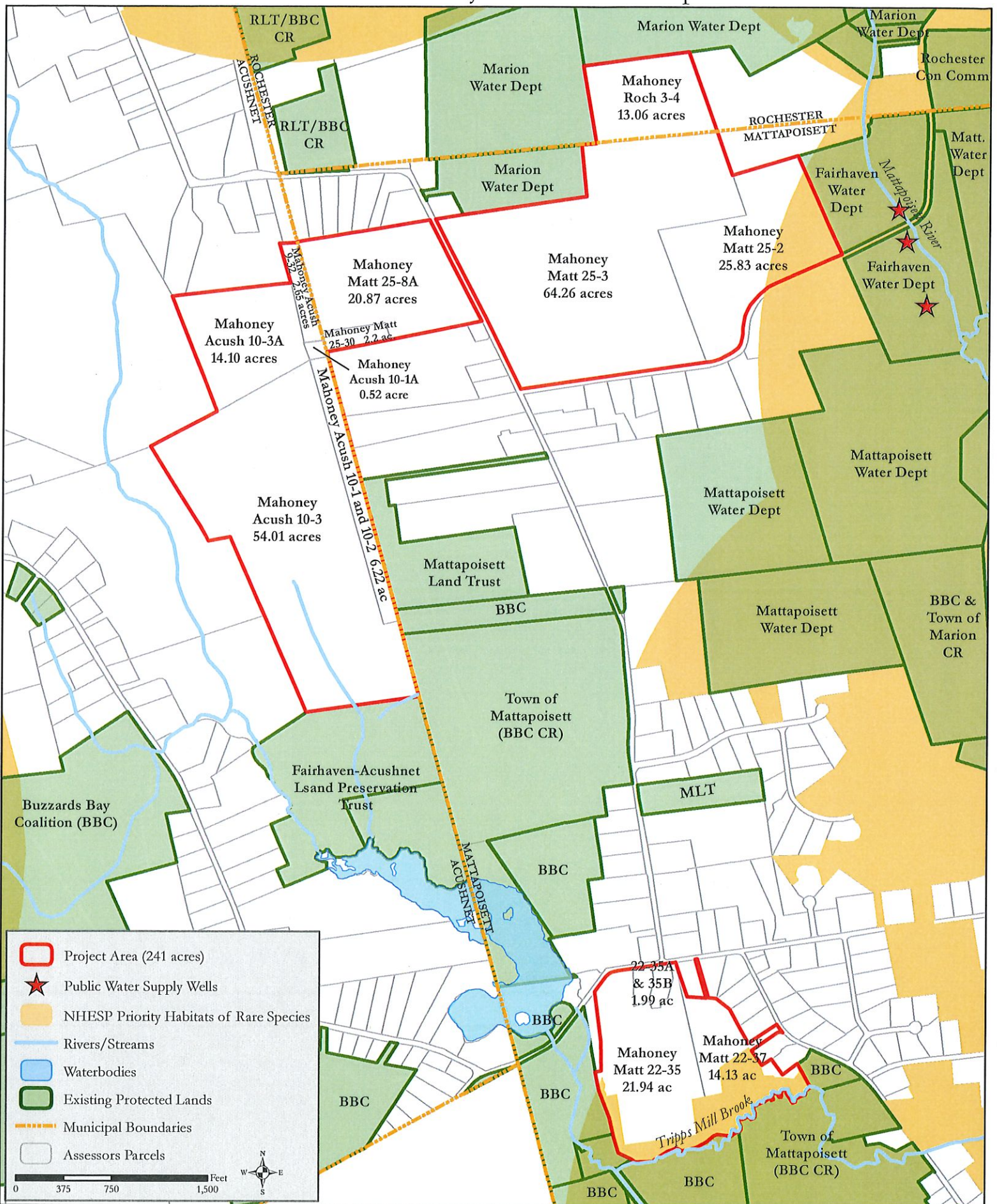
Mattapoissett River Valley Water Supply Resilience Project

NHESP BioMap2



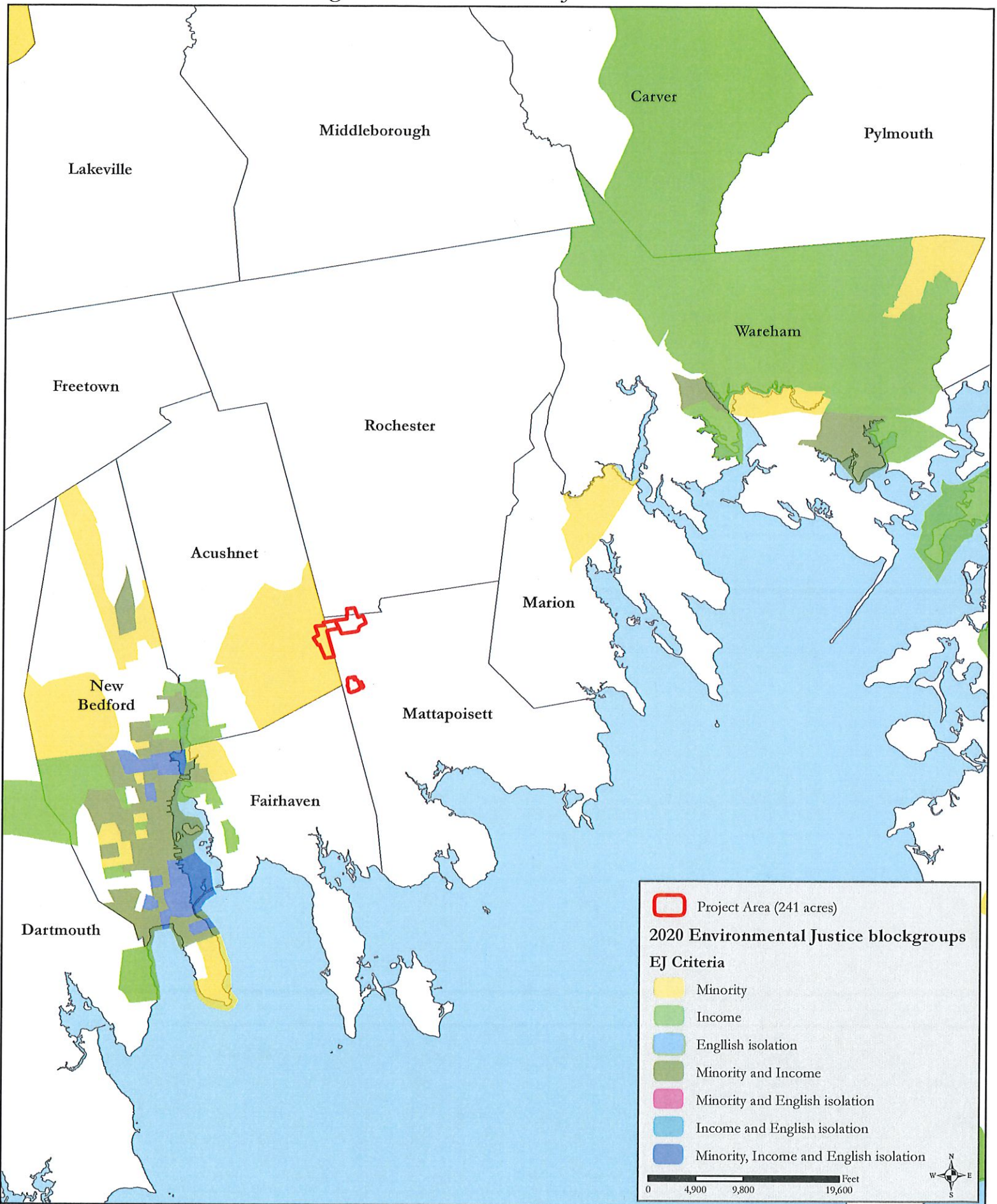
Mattapoissett River Valley Water Supply Resilience Project

NHESP Priority Habitats of Rare Species



Mattapoissett River Valley Water Supply Resilience Project

Regional Environmental Justice Blocks



Purchase and Sale Agreement

Between

Dennis Mahoney & Sons, Inc. & Long Plain Land Company, LLC

&

Buzzards Bay Coalition, Inc.

This 4th day of March, 2022.

1. Parties and Mailing Addresses

Dennis Mahoney & Sons, Inc. &
Long Plain Land Company, LLC ("SELLER")
1 Industrial Drive
Mattapoisett, MA 02739

agrees to SELL, and

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

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

2. Description

Those certain parcels of land in the Towns of Mattapoisett, Acushnet and Rochester comprising together approximately 241 acres, more or less, and shown as Mattapoisett Assessors Map 22, Lots 35, 35A, 35B and 37; Map 25, Lots 2, 3, 8A and 30; Acushnet Assessors Map 9, Lot 32; Map 10, Lots 1, 1A, 2, 3, and 3A and Rochester Assessors Map 3, Lot 4 ("Premises") and generally depicted on that certain map identified as Exhibit "A" and attached hereto and incorporated herein by reference.

Included in the sale as a part of the Premises are the buildings, structures and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall-to-wall carpeting, drapery rods, automatic garage door openers, venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers.

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, zoning and conservation 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; and
- d. easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed uses of said Premises and are otherwise acceptable to BUYER's counsel.

4. Plans

If a plan or survey is necessary to be recorded therewith to adequately describe the Premises for conveyance, the BUYER 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 Five Million Nine Hundred Eighty and No/100ths Dollars (\$5,980,000.00) ("Purchase Price"). Deposits shall be non-refundable except as otherwise expressly provided under Section 20 herein and made on the following schedule:

- a. A deposit of Ten and no/100ths Dollars (\$10.00), the receipt and sufficiency of which is acknowledged by the SELLER, is paid upon execution of this Agreement.
- b. A Second Deposit (the "Second Deposit") of One Million and No/100ths Dollars (\$1,000,000.00) is to be paid by BUYER upon the expiration of the Due Diligence Period (detailed in Section 7 below);
- c. A Third Deposit (the "Third Deposit") of Five Hundred Thousand and No/100ths Dollars (\$500,000.00) is to be paid by BUYER on or before December 31, 2022;
- d. A fourth and final deposit of Five Hundred Thousand and No/100th Dollars (\$500,000) is to be paid by BUYER on or before June 30, 2023.

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In the event that any of the Second Deposit, the Third Deposit or the Fourth Deposit are not timely paid to Seller, all rights of BUYER to the Premises or any deposit funds shall become null and void if said failure to timely pay is not cured within five (5) days of written notice from the Seller to the Buyer. The parties expressly agree that the 75% of the Second Deposit (\$750,000) and 50% of the Third Deposit (\$250,000) (together, the "Free and Clear Payments") shall be used by SELLER free of any escrow or similar claim for the sole purpose of clearing title to the property from any existing Option to Purchase held by any third party in exchange for a release of any such Option to Purchase, and any sums so expended shall not be refundable by SELLER hereunder (except as hereinafter provided) but shall be applied to the Purchase Price (provided, however, that the BUYER retains all rights to recover said Free and Clear Payments directly from the SELLER in the event SELLER fails to deliver good title and/or deliver a deed as provided under Section 20 hereunder). All other deposit funds shall be held in escrow hereunder.

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. Due Diligence Period; Due Diligence Deadline

BUYER shall have a period of time ("Due Diligence Period") following the date of this Agreement to:

- a. support a value equal to the Purchase Price as a fair market value for the Premises through an independent appraisal;
- b. obtain an acceptable environmental site assessment of the Premises;
- c. obtain acceptable building inspection(s);
- d. satisfaction and acceptance that the title to the Premises meets the title requirements outlined in Section 3, including but not limited to, a good and clear record and marketable title. Prior to the expiration of the Due Diligence Period, BUYER shall confirm in writing that BUYER accepts the condition of the title through the date of Due Diligence Period, and shall also provide all title documentation proving the same. In the event BUYER later discovers any defect in title that existed on or before the expiration of the Due Diligence Period, BUYER shall accept title with said defect and SELLER shall not be deemed to be in breach of this Agreement if those defects continue to exist at the Time for Performance; and
- e. satisfaction and acceptance of the condition of the Premises, including the buildings thereon, in accordance with Sections 7 and 9 as of the date of the Due Diligence Period. Prior to the expiration of the Due Diligence Period, BUYER shall confirm in writing that BUYER is satisfied that the Premises, and the buildings thereon, are not in violation of any building, Board of Health, zoning and/or conservation rules and regulations. In the event BUYER later discovers any defects in the condition of the Premises, including the buildings thereon, that existed on or before the expiration of the Due Diligence Period, BUYER shall accept said defects and conditions as-is, and Seller shall not be deemed to be in breach of this Agreement if those defects continue to exist at the Time for Performance.

The Due Diligence Period shall end at 5:00PM on the date which is seventy-five (75) days from the date of this Agreement ("Due Diligence Deadline").

All costs and expenses associated with BUYER performing its due diligence shall be the sole cost and responsibility of the BUYER with no monetary contributions from SELLER.

The SELLER agrees to allow BUYER, or BUYER'S agents, access to the Premises, and all buildings, structures and improvements thereon, for related due diligence analysis, observation and testing purposes. Acceptability of all due diligence activities, including assessments, reports, test results and documents, lies with the BUYER and is in its sole opinion and absolute discretion. The parties agree that any time BUYER or BUYER'S agents or hired third-parties enter any of the Premises, it shall be at the sole risk of BUYER and BUYER shall indemnify and hold harmless SELLER against any and all claims by any person arising out of any such access, entrance and/or inspection.

In the event any of the due diligence activities are unacceptable to the BUYER in its sole opinion and absolute discretion, BUYER has the right to terminate this Agreement by providing written notice to the SELLER prior to the Due Diligence Deadline. In that event that Seller does not timely receive such notice of termination, all termination rights of BUYER regarding the Due Diligence Period shall be deemed irrevocably waived.

The BUYER and SELLER acknowledge that if the fair market value of the Premises exceeds the Purchase Price, then BUYER will work with the SELLER to capture any donation or bargain sale value upon review of the SELLER's documentation thereof.

8. Time For Performance; Delivery of Deed

Such deed is to be delivered on or before 11:00 AM on July 29, 2024 ("Closing Date"), at the offices of BUYER's counsel, unless otherwise agreed upon in writing by the parties. 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.

9. Possession and Condition of Premises

Full possession of said Premises free of all tenants and occupants, except any existing farm tenants as of the execution of this Agreement and as otherwise herein provided, is to be delivered at the time of delivery of the deed, said Premises to be then:

- a. sold in "as is, where is" condition, 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 Section 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 Section.

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The residence at 61 Long Plain Road, Mattapoisett shall be delivered in "broom clean" condition. Seller shall deliver a Notice to Quit to all the tenants at 61 Long Plain Road, Mattapoisett no later than June 30, 2023, and shall act in good faith to remove the tenants from said property prior to the Time for Performance. In the event, Seller is unsuccessful in removing said tenants prior to the Time for Performance despite acting in good faith and due to circumstances out of Seller's control, Seller shall not be deemed in breach of this Agreement but shall provide the BUYER with a credit at the Closing in accordance with Section 20 for the cost to complete the eviction of said tenant from said property, not to exceed a total amount of \$25,000.00 pursuant to Section 10.

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 Twenty-five Thousand and No/100ths Dollars (\$25,000.00) in using reasonable efforts hereunder exclusive of monetary encumbrances.

Notwithstanding any other provision of this Agreement to the contrary, in the event SELLER is unable to give title or to make conveyance, or to deliver possession of the Premises, as stipulated herein, due solely to the act or omission of the SELLER accruing from the expiration of the Due Diligence Period through the Time for Performance, SELLER shall use all reasonable efforts to remove any said defects or to make the Premises conform, at SELLER'S sole cost and expense, and the Time for Performance shall be extended for a period not to exceed two (2) years or until the SELLER has successfully removed said defect, whichever shall occur first.

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 refundable deposits 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

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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, 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.

13. 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.

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. Insurance

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

16. Adjustment of Expenses

Water and sewer use charges, if any, and fuel oil value, if any, shall be apportioned 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.

17. Adjustment of Real Estate Taxes

Real property taxes for the then current tax year shall be apportioned as of the date of closing 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 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.

18. 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

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parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

19. Broker(s) Warranty

BUYER warrants and represents to SELLER, and SELLER represents and warrants to BUYER, that they have not dealt with any broker or any other person entitled to a broker's commission in connection with the negotiation or execution of the Agreement or the consummation of the transaction contemplated hereby, and each agrees to hold the other harmless and indemnified against all damages, claims, losses and liabilities, including legal fees, incurred by the other arising out of, or resulting from, the failure of this representation and warranty. This provision shall survive the closing contemplated hereunder.

20. Deposits/Default

All escrow deposits made hereunder shall be held by a mutually agreeable 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 shall retain all escrow deposits made under this Agreement pending instructions mutually given by SELLER and BUYER or a Court Order.

In the event the SELLER fails to deliver a "good and clear record and marketable title" under Section 3, limited to when the title has accrued from the date of the Due Diligence Deadline through the Time for Performance, and/or the Seller fails to deliver a deed at the Time for Performance under Section 8, all deposits (including the Free and Clear Payments) shall be refunded to BUYER, and this shall be the sole remedy of BUYER at law and in equity. In the event that SELLER fails to perform under any other section of this Agreement, the deposits shall not be refundable, but the SELLER shall provide the BUYER with a credit at Closing to cover any cost to BUYER of performing any obligation of SELLER which the SELLER fails to perform not to exceed a total amount of \$25,000.00 pursuant to Section 10, under this Agreement.

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, unless BUYER failed to make a deposit as stipulated hereunder, wherein SELLER shall have the right to pursue legal remedies to collect said deposits in a court of competent jurisdiction.

22. 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.

23. 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.

24. 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.

25. Septic System Compliance

SELLER shall not be responsible for compliance with Title V of the State Environmental Code concerning any and all septic systems serving the Premises at 197 Acushnet Road (Map 22, Lot 35A) at the time of closing, unless a house is constructed on the Premises pursuant to Section 37 below. SELLER shall be responsible for all costs incurred for demolition of any structures at 197 Acushnet Road prior to June 30, 2023 and the BUYER shall be responsible for any remaining demolition costs incurred after June 30, 2023. BUYER shall be responsible for compliance with Title V of the State Environmental Code concerning any and all septic systems serving the Premises at 61 Long Plain Road (Map 25, Lot 8A). The provisions of this Section 25 shall survive the Closing Date.

26. Utility Connection Contingency

SELLER reserves the right to terminate this Agreement in its sole opinion and absolute discretion by providing written notice to the BUYER accompanied by documentation of full approval from NStar Electric Company d/b/a Eversource Energy granted to Blue Wave Solar, and its affiliates, to connect solar power generation facilities to be located on the Premises to the regional electrical grid and related systems. Should SELLER provide such written notice, any and all deposit(s) paid by BUYER shall be returned to BUYER within five (5) business days, and this shall be BUYER'S sole remedy at law or in equity. BUYER assumes all risk of incurring costs and expenses during its Due Diligence Period outlined in Section 7 above, which coincides with the time period contained in this contingency, and therefore BUYER shall not be entitled to reimbursement for any of BUYER'S costs or expenses incurred at their own risk during its Due Diligence Period. SELLER's right to terminate under this clause shall expire at the end of the Due Diligence Period.

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

If the Premises is subject to liens under Massachusetts General Laws ("MGL") Chapter 61, 61A or 61B and the BUYER elects to change this status in the future, the BUYER, as owner, will have full responsibility for associated obligations, including any conveyance and/or roll back real property taxes assessed by the Towns of Mattapoisett, Acushnet or Rochester under MGL Chapter 61, 61A or 61B. At no time shall the SELLER be responsible for paying any roll back taxes, if assessed.

28. Existing Due Diligence

SELLER shall provide copies of all appraisal, title, environmental or survey work completed on the Premises (if any), upon full execution of this Agreement, as time is of the essence.

29. 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, 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.

30. Practice Standards; Time of the Essence

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. Time is of the essence hereof.

31. 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.

32. Superseding Agreement

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

33. Notices

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 SELLER to: David J. McIntire, Jr.
Dennis Mahoney & Sons, Inc.
Box 417
Mattapoisett, MA 02739
(508) 509-6975
dm@mahoneylumber.com

In the case of the BUYER to: Brendan Annett
Buzzards Bay Coalition, Inc.
114 Front Street
New Bedford, MA 02740
(508) 999-6363 x 214
annett@savebuzzardsbay.org

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 occupied Premises have been equipped with approved smoke detectors in conformity with applicable law.

36. Carbon Monoxide Detectors

For properties sold or conveyed after March 30, 2006, 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.

37. Right to Retain Access to Agricultural Fields

SELLER reserves the right to acquire at no cost a 20-year license at time of closing to utilize the fields currently in agricultural use at Long Plain Field (Map 22, Lots 35, 35A, 35B, 37) and on the west side of Long Plain Road at Red Brick Farm (Map 25, Lot 8A) for the production of hay and vegetables. Said license shall include (1) the right to construct a dwelling and barn and to occupy said dwelling at Map 22, Lot 35A, including SELLER's responsibility to install a Title V compliance septic system to service the dwelling, (2) allowances for on-site storage of farm equipment and retail farm stand, (3) removal of existing piles of boulders and large rocks from the Premise by SELLER and (4) SELLER releasing, indemnifying and holding BUYER harmless for any claims arising out the uses allowed under said license. License may be held by SELLER or Mr. Mark Winterbottom, and shall be non-transferrable.

38. Section 1031 Exchange

The BUYER agrees that the SELLER may consummate the sale of the Premises or any portion of the Premises as part of a so-called "like-kind exchange" (the "Exchange") pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended. The BUYER agrees to cooperate with SELLER in effectuating the Exchange, including, but not limited to, executing any and all documents customarily and reasonably requested by SELLER at or prior to the closing hereunder. SELLER shall indemnify and hold BUYER harmless for any increased tax liability or other costs incurred by BUYER as a result of the Exchange. Exercise of this section includes the right of SELLER to move the Time of Performance to 14 days either before or after the Closing Date at their sole discretion.

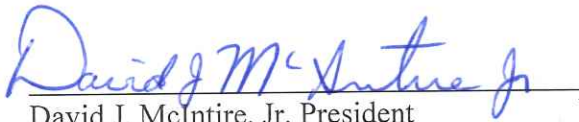
NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

[signatures on following page]

Executed as a sealed instrument.

SELLERS

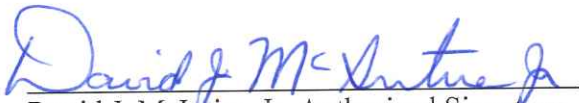
Dennis Mahoney & Sons, Inc.

A handwritten signature in blue ink, reading "David J. McIntire, Jr.", written over a horizontal line.

David J. McIntire, Jr, President
and Authorized Signatory

and

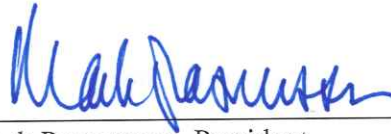
Long Plain Land Company, LLC

A handwritten signature in blue ink, reading "David J. McIntire, Jr.", written over a horizontal line.

David J. McIntire, Jr, Authorized Signatory

BUYER

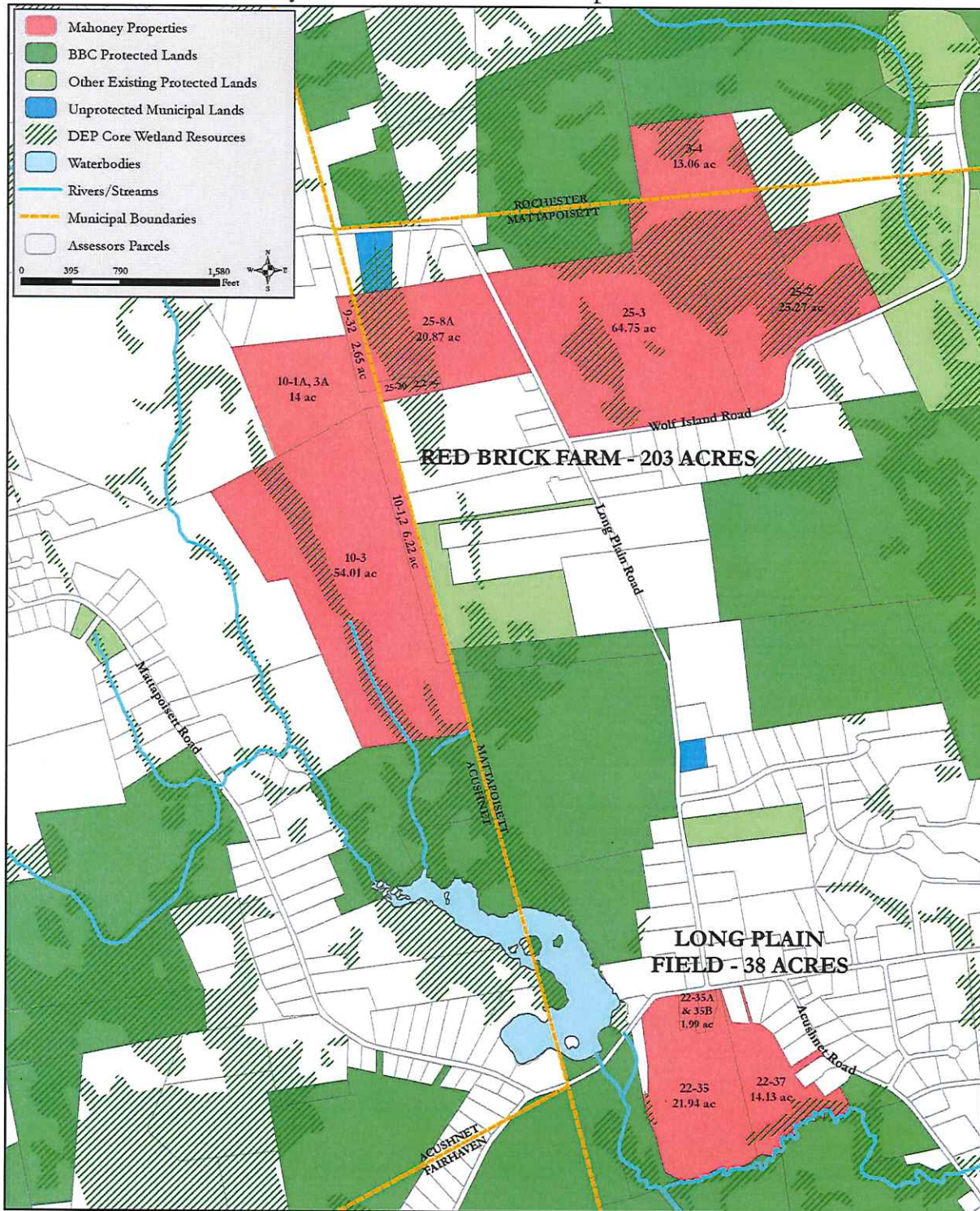
Buzzards Bay Coalition, Inc.

A handwritten signature in blue ink, reading "Mark Rasmussen", written over a horizontal line.

Mark Rasmussen, President
and Authorized Signatory

Exhibit "A"
Premises Map

Mahoney Lands Conservation Proposal - 241 Acres



Map prepared by: Buzzards Bay National Estuary Program, 81-B County Road, Suite E, Mattapoisett, MA 02739. www.buzzardsbay.org February 8, 2022

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LandVest

APPRAISAL REPORT

243.28± Acres of Residential Land with Improvements

Owned by:

Dennis Mahoney & Sons Inc. (9 tax parcels)
Long Plain Land Co. (4 tax parcels)

Located at:

Wolf Island Road & Long Plain Road,
Off Gammons Road & Off Mattapoissett Road
Towns Acushnet, Mattapoissett, and Rochester
Bristol & Plymouth Counties, Massachusetts

Prepared for:

Brendan Annett
Vice President, Watershed Protection
Buzzards Bay Coalition
114 Front Street
New Bedford, MA 02740

Henri Renauld, Superintendent
Mattapoissett Water and Sewer Dept.
19 County Road
P.O. Box 474
Mattapoissett, MA 02739

Prepared by:

Slater W. Anderson, Managing Director
LandVest, Inc.
Ten Post Office Square
Boston, MA 02109

Report Date:

May 4, 2022

Effective Valuation Date:

March 2, 2022

May 4, 2022

Brendan Annett
Vice President, Watershed Protection
Buzzards Bay Coalition
114 Front Street
New Bedford, MA 02740

Henri Renauld, Superintendent
Mattapoisett Water and Sewer Dept.
19 County Road
P.O. Box 474
Mattapoisett, MA 02739

Appraisal Report

**One Improved & Twelve Vacant Residentially-Zoned Parcel Totaling 243.28± Acres
Located in Mattapoisett, Acushnet, and Rochester, Massachusetts**

Dear Mr. Annett & Mr. Renauld,

At your request, we have prepared the accompanying appraisal of the above referenced properties in Mattapoisett, Acushnet, and Rochester, Massachusetts (hereinafter the "subject properties"). It is our understanding that the report will be used to assist the Buzzards Bay Coalition (BBC) and the Town of Mattapoisett in establishing the market value of the subject properties for potential acquisition of property interests. The intended users of the report will be the Buzzards Bay Coalition and the Town of Mattapoisett.

As agreed, the appraiser has prepared an *Appraisal Report* which is considered a "qualified appraisal" and complies with the requirements of uniform appraisal standards established by the Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs (EOEEA), also known as the *EOEEA Specifications for Analytical Narrative Appraisal Reports (February 13, 2015)*. The appraisal report also complies with the *Uniform Standards of Professional Appraisal Practice (USPAP 2016-2017)* of the Appraisal Foundation and the *Code of Professional Ethics (CPE)* of the Appraisal Institute.

Slater W. Anderson is licensed and certified in the Commonwealth of Massachusetts to conduct an appraisal for the type of property being valued, and has the requisite background, experience, and education to be deemed "qualified appraisers" in accordance with relevant appraisal guideline.

Slater W. Anderson inspected the property on March 2, 2022, which serves as the effective valuation date.

The opinions of value of the are set forth below, effective March 2, 2022, and subject to the Standard Limiting Conditions, Hypothetical Conditions, and Extraordinary Assumptions found in this report.

Subject HBU Components Before CR	Lots	Acres	Market Value
Red Brick Farm House	1	1.84	\$430,000
Red Brick Farm West (ANR Subdivision)	4	17.94	\$710,000
Red Brick Farm East (ANR Subdivision & Solar)	11	103.60	\$2,370,000
Long Plain Field (ANR Subdivision)	5	38.06	\$900,000
Acushnet Forest (Solar)	1	81.84	\$1,720,000
Totals	22	243.28	\$6,130,000

Conservation Restriction Valuation	Lots	Acres	Market Value
Red Brick Farm West - Before Plan (ANR Subdivision, Solar & Farm House Lot)	6	101.62	\$2,860,000
Red Brick Farm West - After Plan (Restricted Acreage & Farm House Lot)	1	101.62	\$870,000
Red Brick Farm West - Conservation Restriction (Loss of Solar & 4 Residential Lots)	NA	99.78	\$1,990,000
Red Brick Farm East - Before Plan (ANR Subdivision & Solar)	11	103.60	\$2,370,000
Red Brick Farm East - After Plan (Fully Encumbered)	1	103.60	\$370,000
Red Brick Farm East - Conservation Restriction (Loss of Solar & 10 Residential Lots)	NA	103.60	\$2,000,000
Long Plain Field - Before Plan (ANR Subdivision)	5	38.06	\$900,000
Long Plain Field - After Plan (Restricted Acreage & 1 Residential Lot)	1	38.06	\$430,000
Long Plain Field - Conservation Restriction (Loss of 4 Residential Lots)	NA	37.02	\$470,000
Total Before Value	22	243.28	\$6,130,000
Total After Value	3	243.28	\$1,670,000
Total Conservation Restriction Value	NA	240.40	\$4,460,000

Brendan Annett
Henri Renauld
May 4, 2022
Page - 4 -

LandVest

Thank you for this opportunity to provide our services and please do not hesitate to call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Slater W. Anderson", followed by a long horizontal flourish line.

Slater W. Anderson
Managing Director
LandVest - Real Estate Consulting Group
MA Certified General License # 70909

CERTIFICATE OF VALUE

Owners: Dennis Mahoney & Sons Inc.
Long Plain Land Co.

Address/Location of Property: Wolf Island Road & Long Plain Road,
Towns of Acushnet, Mattapoisett, and Rochester
Bristol & Plymouth Counties, Massachusetts

We hereby certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are believed to be true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions and legal instructions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and no personal interest or bias with respect to the parties involved.
- Our engagement and compensation in this assignment were not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The appraisal was made and the appraisal report prepared in conformity with the Commonwealth of Massachusetts, Executive Office of Energy and Environmental Affairs (EOEEA) standards.
- The appraisal was made and the appraisal report prepared in conformity with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and the Code of Professional Ethics (CPE) of the Appraisal Institute.
- Slater W. Anderson inspected the property that is the subject of this report on March 2, 2022.
- That we understand that such appraisal may be used in connection with acquisition of the subject property interests by Buzzards Bay Coalition (BBC) and the Town of Mattapoisett.
- Sam Jakshtis provided professional assistance to the persons signing this report.

CERTIFICATE OF VALUE (CONT.)

- THAT THE OPINIONS OF VALUE OF THE **LAND WEST OF LONG PLAIN ROAD** FOR THE PROPOSED ACQUISITION (101.62± ACRES), AS OF THE MARCH 2, 2022, ARE **\$2,860,000** FOR THE UNENCUMBERED FEE INTEREST AND **\$870,000** SUBJECT TO A HYPOTHETICAL CONSERVATION RESTRICTION. THE MARKET VALUE OF THE CONSERVATION RESTRICTION ON THE LAND WEST OF LONG PLAIN ROAD IS **\$1,990,000** AS OF MARCH 2, 2022.
- THAT THE OPINIONS OF VALUE OF THE **LAND EAST OF LONG PLAIN ROAD** FOR THE PROPOSED ACQUISITION (103.60± ACRES), AS OF THE MARCH 2, 2022, ARE **\$2,370,000** FOR THE UNENCUMBERED FEE INTEREST AND **\$370,000** SUBJECT TO A HYPOTHETICAL CONSERVATION RESTRICTION. THE MARKET VALUE OF THE CONSERVATION RESTRICTION ON THE LAND EAST OF LONG PLAIN ROAD IS **\$2,000,000** AS OF MARCH 2, 2022.
- THAT THE OPINIONS OF VALUE OF THE **LAND SOUTH OF ACUSHNET ROAD** FOR THE PROPOSED ACQUISITION (103.60± ACRES), AS OF THE MARCH 2, 2022, ARE **\$900,000** FOR THE UNENCUMBERED FEE INTEREST AND **\$430,000** SUBJECT TO A HYPOTHETICAL CONSERVATION RESTRICTION. THE MARKET VALUE OF THE CONSERVATION RESTRICTION ON THE LAND EAST OF LONG PLAIN ROAD IS **\$470,000** AS OF MARCH 2, 2022.
- The conclusions set forth in this appraisal are based upon the exercise of our independent professional judgment.



Slater Anderson, Managing Director
MA Certified General License # 70909

5/4/22

Date

SUMMARY OF SALIENT FACTS

Location:	Wolf Island Road & Long Plain Road, Off Gammons Road & Off Mattapoisett Road Towns Acushnet, Mattapoisett, and Rochester Bristol & Plymouth Counties, Massachusetts
Owners of Record:	Dennis Mahoney & Sons Inc. (9 tax parcels) Long Plain Land Co. (4 tax parcels)
Date of Appraisal:	May 4, 2022
Effective Valuation Date:	March 2, 2022 (date of inspection)
Property Description:	<p>The land <i>east of Long Plain Road</i> totals 103.15± acres and is vacant. The land types include 10± acres of open land suitable for solar development, 16± acres of farm or pastureland, 43± acres of DEP wetlands, and 34± acres of wooded upland.</p> <p>The land <i>west of Long Plain Road</i> totals 102.25± acres and is improved with a brick farmhouse, a brick barn, and a wooden barn, and two additional small accessory structures. The land types include a 2-acre envelope around the improvements, approximately 10± acres of farm or pastureland, 18.6± acres of DEP wetlands, and 70± acres of wooded upland.</p> <p>The land <i>South of Acushnet Road</i> totals 38.06± acres and is improved with a single-family home in poor condition. The single-family home is in a 1.04± acre envelope. The land consists of 36.52± acres of farmland, 3.25± acres of DEP wetlands, and 1.54± acres of wooded upland.</p>
Highest & Best Use:	<p><i>East side of Long Plain Road:</i> 11-lot Approval Not Required (ANR) subdivision with a 2-megawatt solar array in Mattapoisett</p> <p><i>West side of Long Plain Road:</i> 6-lot Approval Not Required (ANR) subdivision with one lot in Acushnet accessed from a deeded right-of-way off Long Plain Road in Mattapoisett for solar installation. Existing residence retains single lot.</p> <p><i>South side of Acushnet Road:</i> 5-lot Approval Not Required (ANR) subdivision. Existing residence retains single lot.</p>

SUMMARY OF SALIENT FACTS (CONT.)

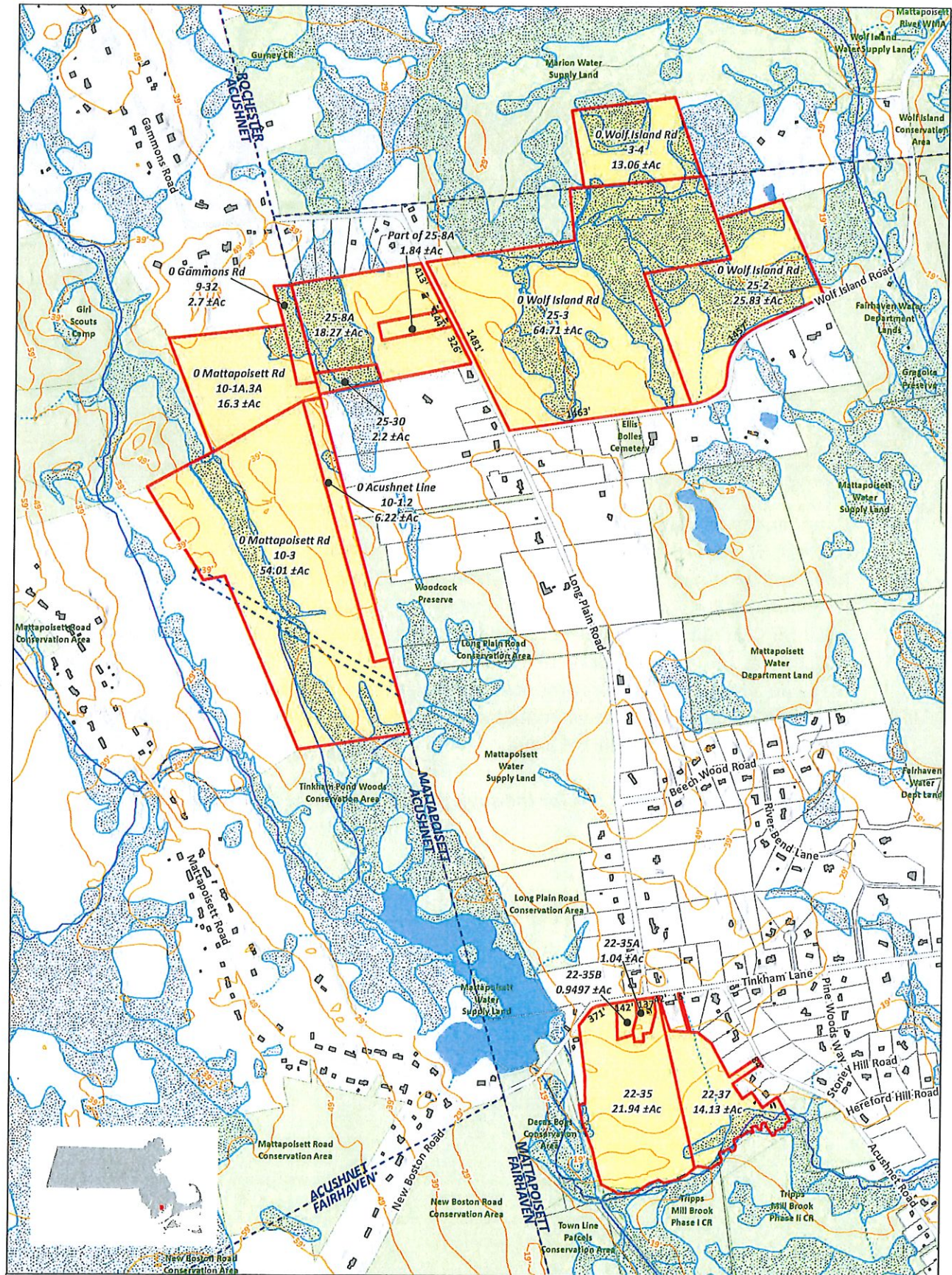
Mattapoisett Zoning:	Rural Residence 80 (RR80) Minimum Lot Size: 80,000 sq. ft. (1.84± acres) Minimum Lot Frontage: 150 feet
Acushnet Zoning:	Residence A District (RA) Minimum Lot Size: 60,000 sq. ft. (1.38± acres) Minimum Lot Frontage: 150 feet <u>Retreat Lot</u> Minimum Lot Size: 120,000 sq. ft. (2.75± acres) Minimum Lot Frontage: 40 feet
Rochester Zoning:	Agricultural-Residential District Minimum Lot Size: 87,120 sq. ft. (2.00± acres) Minimum Lot Frontage: 225 feet Large-Scale Solar Photovoltaic Installation
Topography:	Mostly level with a small drumlin on the east side and low-lying wetlands in the interior of both sides of Long Plain Road.
Wetlands:	East Side of Long Plain Road: 18.61± Acres (per DEP data) West Side of Long Plain Road: 43.01± Acres (per DEP data)
Floodplain:	Small remote area of Zone A in Acushnet
Amenities:	Farmland and woodlands
Liabilities:	Chapter 61, 61A, 61B property tax classification
Utilities:	Private well and septic; electric, telephone, and cable at street

SUMMARY OF SALIENT FACTS (CONT.)

Market Values:

Subject HBU Components Before CR	Lots	Acres	Market Value
Red Brick Farm House	1	1.84	\$430,000
Red Brick Farm West (ANR Subdivision)	4	17.94	\$710,000
Red Brick Farm East (ANR Subdivision & Solar)	11	103.60	\$2,370,000
Long Plain Field (ANR Subdivision)	5	38.06	\$900,000
Acushnet Forest (Solar)	1	81.84	\$1,720,000
Totals	22	243.28	\$6,130,000

Conservation Restriction Valuation	Lots	Acres	Market Value
Red Brick Farm West - Before Plan (ANR Subdivision, Solar & Farm House Lot)	6	101.62	\$2,860,000
Red Brick Farm West - After Plan (Restricted Acreage & Farm House Lot)	1	101.62	\$870,000
Red Brick Farm West - Conservation Restriction (Loss of Solar & 4 Residential Lots)	NA	99.78	\$1,990,000
Red Brick Farm East - Before Plan (ANR Subdivision & Solar)	11	103.60	\$2,370,000
Red Brick Farm East - After Plan (Fully Encumbered)	1	103.60	\$370,000
Red Brick Farm East - Conservation Restriction (Loss of Solar & 10 Residential Lots)	NA	103.60	\$2,000,000
Long Plain Field - Before Plan (ANR Subdivision)	5	38.06	\$900,000
Long Plain Field - After Plan (Restricted Acreage & 1 Residential Lot)	1	38.06	\$430,000
Long Plain Field - Conservation Restriction (Loss of 4 Residential Lots)	NA	37.02	\$470,000
Total Before Value	22	243.28	\$6,130,000
Total After Value	3	243.28	\$1,670,000
Total Conservation Restriction Value	NA	240.40	\$4,460,000



Legend

- Subject Property - 243.2 ± Ac
- Utility Easement
- Adjacent Properties
- Protected Land
- Building Footprints
- Open Water
- Composite Wetlands - 81.0 ± Ac
- Perennial Streams
- Intermittent Streams
- Contours (ft)

Credits: Background from ESRI 'Terrain Base' map service

Base Plan

Project Number: MA3729-CG

Date: 04/01/22

Red Brick Farm
Acushnet, Mattapoisett
& Rochester, MA



Scale: 1" = 700'

0 350 700 1,400 Feet

This plan is conceptual only and is not represented as an engineered plan.

LandVest