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## Fairhaven Board of Selectmen

Meeting Minutes  
February 19, 2020

FAIRHAVEN,  
MASS.

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

The meeting was videotaped on Cable Access.

Chairman Murphy called the meeting to order in the Town Hall Banquet Room at 6:43 p.m.

Chairman Murphy called a moment of silence for former New Bedford Mayor Rosemary Tierney and Jill Mickelson, who was an advocate for people with Disabilities.

### MINUTES

Mr. Espindola made a motion to approve the minutes of January 29, 2020, Open Session. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of January 29, 2020, Executive Session. Mr. Freitas seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to approve the minutes of February 10, 2020, Open Session. Mr. Freitas seconded. Vote was unanimous. (3-0)

### TOWN ADMINISTRATORS REPORT

Mr. Rees updated the Board:

Mr. Rees stated that Stratford Development has submitted to the state their "one stop" application for tax credits for the redevelopment of the Oxford School into elderly housing. If Stratford is successful in receiving these tax credits it will be the last part of their financing they will need to move the project forward. Mr. Rees expects to hear in late May regarding the application.

Mr. Rees met with the Commission on Disabilities on February 12, 2020 a reported to them the handicap accessible renovations that were made to comply with state voting laws at the Fire Station polling location. The Animal Shelter has also been made handicap accessible to accommodate volunteers at the shelter who have mobility limitations. The Commission was informed about the working group that will be addressing the handicap accessibility issues in the town hall.

Mr. Rees and Finance Director, Wendy Graves met with the Finance Committee on Thursday, Feb 13, 2020 and presented the FY21 General Fund Operating Budget. The committee will be meeting with department heads over the next few weeks. Mr. Rees also distributed to them the

memorandum regarding the Public Safety Facility and the possibility of taking the land by eminent domain. The Board asked Mr. Rees to discuss with Town Counsel the eminent domain process.

### **COMMITTEE LIASON REPORTS**

Mr. Espindola said the Cable Advisory Committee met last night. Member MJ Carvalho would like to do a show that spotlights Town Hall and she would like to interview the Board of Selectmen as part of her show.

Mr. Espindola said Broadband Study Committee meets next week and a consultant will be there to discuss the possibility of lower internet and cable service.

Mr. Espindola said the Bikeway Committee has not been very active but he and Planning Director, Paul Foley are working with the committee to start up again. Mr. Foley attended the "complete streets" program recently, which will help the town get some grant money.

Mr. Espindola said Planning Director, Paul Foley recently attended a Board of Public Works meeting where he discussed the possible sites for a dog park.

Mr. Murphy said the Sister City Committee is currently planning the Cherry Blossom festival and the Lagoa Friendship committee currently has openings for new members.

### **SENIOR TALENT SHOW**

Mr. Murphy read the application from the Fairhaven Rotary Club to hold a senior talent show in the Town Hall auditorium. Mr. Murphy said he was a member of the Fairhaven Rotary Club but he does not receive any type of compensation. Mr. Espindola made a motion to approve the use of Town Hall for the senior talent show on Sunday, May 3, 2020 and to waive the rental fee but keep the custodial fee. Mr. Freitas seconded. Vote was unanimous. (3-0)

### **NEMASKET GROUP 5K**

Mr. Murphy read a request letter from the Nemasket Group for the 7<sup>th</sup> annual 5K Walk/Run on Saturday, May 2, 2020 at 11:00 am. Mr. Espindola made a motion to approve the 7<sup>th</sup> annual 5K Walk/Run for the Nemasket Group on Saturday, May 2, 2020 at 11:00 am. Mr. Freitas seconded. Vote was unanimous. (3-0)

### **RACE FOR A REASON 5K**

Mr. Murphy read a letter from the South Shore Race Management requesting the use of public roads to hold the 2<sup>nd</sup> annual Race for a Reason 5K on Saturday, September 19, 2020 at 9:00 am. Mr. Espindola made a motion to approve the 2<sup>nd</sup> annual Race for a Reason 5K on Saturday, September 19, 2020. Mr. Freitas seconded. Vote was unanimous. (3-0)

### **BUZZARDS BAY SWIM**

Mr. Murphy read a request letter from the Buzzards Bay Coalition for a 1-day beer and wine license for the annual Buzzards Bay Swim the Bay on June 27, 2020 at the State side of Fort Phoenix. Mr. Espindola made a motion to allow the one day beer and wine license for the Buzzards Bay Coalition's annual Swim the Bay on June 27, 2020. Mr. Freitas seconded. Vote was unanimous. (3-0)

### **VIETNAM VETERANS WALL PAVER**

Fairhaven Veterans Service agent Brad Fish met with the Board to request funding to purchase a paver in honor of Fairhaven Vietnam veterans. The paver will be located at the new Vietnam Wall being built in Fall River. Mr. Espindola made a motion for the Town to purchase a \$250 paver for the Vietnam Wall in being built in Fall River and to be annotated as in the attachment. Mr. Freitas seconded. Vote was unanimous. (3-0) (Attachment A)

### **MEETING SCHEDULE FOR SELECTMEN**

Selectman Espindola requested for the Board to set the dates for the second half of the year early in order to accommodate the summer vacations. Mr. Rees will draft a schedule for the next meeting.

### **ROGERS SCHOOL DEVELOPER LETTER**

Mr. Rees told the Board he received a letter late on Saturday, from Mr. Mayo's lender, Millers River Development LLC. After consulting with Town Counsel, Mr. Rees said the letter does not meet the requirements as stated in the purchase and sale agreement. Speaking on behalf of his grandson, Michael Ristuccia said he feels the purchase and sale agreement may need to be modified. Mr. Ristuccia said that Mr. Mayo's lender is fully committed to this project. Mr. Ristuccia stated that it is difficult to get a letter with specifics when there has not been any permits issued yet. As of the meeting Town Attorney, Tom Crotty has not seen the new letter so the Board would like to defer to town counsel before voting on any decision. Mr. Rees will set up a meeting with Mr. Mayo, his attorney, his financing company, Attorney Crotty and the Chair of the Rogers reuse committee. (Attachment B)

### **METRO HARVEST HOST COMMUNITY AGREEMENT**

Mr. Rees told the Board, since their last meeting he and Town Counsel have gotten together and drafted a Host Community Agreement for Metro Harvest, Inc. Metro Harvest Chief Operating Officer, Tom Gosslin was available to answer any question from the Board. Mr. Rees explained that by signing this contact with Metro Harvest this allows them to take the next steps in getting permitting from the State, but amendments can still be made as they move forward. (Attachment C)

Mr. Espindola made a motion to approve the Host Community agreement as presented with Metro Harvest, Inc and authorize the Chair to sign on behalf of the Board. Mr. Freitas seconded. Vote was unanimous. (3-0)

### **PILOT AGREEMENT – 279 MILL ROAD/ 20 YANKEE LANE**

This item was tabled until a future meeting.

### **PERSONNEL POLICIES AND PROCEDURES**

Human Resources Director, Anne O'Brien presented the draft of the Personnel Policies and Procedures to the Board of Selectmen. Ms. O'Brien explained the policy was done with assistance from HRS, Inc. and paid for by a grant. Since the Town has not updated its policy in many years, changes in federal and state law were addressed in creating this updated policy. There are several steps that still need to be taken by the board before formal adoption of this policy can take place including an invitation to union representative for impact bargaining, town

counsel review and a public hearing. The selectmen discussed some of the changes to the policy they would like to see and Mr. Rees encouraged them to thoroughly review the policy, make notes and comments for the next meeting. (Attachment D)

### **FAIRHAVEN CONTRIBUTORY RETIREMENT SYSTEM**

Chairman Murphy read a letter from the Fairhaven Contributory Retirement Board stating there will be a public meeting on Tuesday, March 24, 2020 for the purpose of determining whether to grant a cost of living adjustment to eligible retirees. (Attachment E)

### **NOTES AND ANNOUNCEMENTS**

Mr. Rees said there will be a Board of Selectmen budget workshop on March 2, 2020 that is open to the public.

Mr. Rees reminded the board that the DEP will hold a public hearing on February 24, 2020 at 6:30 regarding Chapter 91 Public Waterfront Act Regulations.

Mr. Espindola said the Wellness Committee has been sponsoring volleyball on Sunday nights and he would like to encourage others to attend.

Mr. Espindola made a motion to adjourn at 8:16 pm. Mr. Freitas seconded. Vote was unanimous. (3-0)

Respectfully submitted,



Vicki L. Oliveira

(Approved 3/9/2020)

#### Attachments:

- A: Memo from Brad Fish and application for paver
- B: Letter from Millers River Development, LLC
- C: Metro Harvest Host Community Agreement
- D: Memo from Human Resources regarding personnel policy
- E: Fairhaven Contributory Retirement Public Notice

**Department of  
Veterans' Services**  
Town of Fairhaven

To Board of Selectmen and Mark Rees,

I am requesting that the Town purchase a paver for Vietnam Veterans of the town. The paver would be located at the new Vietnam Wall being built in Fall River, which is an exact replica of the wall in Washington but at 80% scale. The cost of a paver is \$250.00, which I believe, is a small price to honor those Veterans from the town.

Thank You for your time on this matter



**Bradford Fish**  
Veterans Service Officer

# VIETNAM VETERANS MEMORIAL WALL COMMITTEE

IN FALL RIVER

The Vietnam Veterans Memorial Wall Committee (V.V.M.W.C.) Paver application

These pavers (Black Polished Granite) will pay tribute to those who served our country during war and peace time. The Vietnam Veterans Memorial Wall is located at Bicentennial Park in Fall River, Ma. These pavers will be located near the wall in a designated area to honor those who served or are serving.

Each Paver is inscribed with an individual's name military service; branch, rank, dates of service and honors. Pavers may also be purchased to honor a group or unit that served. Cities or towns may purchase pavers to honor those from their area.

Paver Application requirements: For an individual Veteran with Honorable Service:

1. Proof of Honorable Service, DD-214 or Discharge Certification. If neither form is available the local Veteran Service Officer can assist you to obtain this information.
2. Complete the Paver Application form.
3. Check or money order paid to V.V.M.W.C. For \$150.00 for individual (with silver lettering). Cities, Towns, Veterans Organizations Pavers are \$250.00 with (Gold lettering).
4. Submit the application, service verification to:  
City of Fall River, Veterans Service office, 4<sup>th</sup> Floor  
One Government Center  
Fall River, Ma. 02723

Each Paver contains three lines, with 14 characters per line. Please print the information clearly in each space. Each letter, number and punctuation symbol or blank space constitutes a character. V.V.M.W.C. is not responsible for any errors. ALL pavers are placed as they are received, and at the digression of the VVMWC designee. We are NOT able to guaranty a specific location of pavers purchased.

Line 1.

Line 2.

Line 3.

T	O		A	L	L		V	I	E	T	N	A	M
			V	E	T	E	R	A	N	S			
O	F		F	A	I	R	H	A	V	E	N		

Purchaser Information: Name: TOWN OF FAIRHAVEN

Address: 40 CENTER ST. FAIRHAVEN MA.

Tel: 508-979-4023 Email: BFISH@FAIRHAVEN-MA.GOV  
EXT. 114

P.O. Box 4210 • Fall River, MA 02723  
(508) 673-3300 | vietnamveteranswall@gmail.com | vietnammemorialwall.org  
A 501 (c) (3) non-profit Corporation



# ABOUT THE WALL

THE WALL | DONATE | GALLERY | SPONSORS | MA CASUALTIES | NEWS | FALL RIVER

| CONTACT

## What is the Vietnam Memorial Wall and where is it?



A chief purpose of the Vietnam Memorial Wall addresses our collective need to recognize and to honor all those who made the heroic—and ultimate—sacrifice in Vietnam. It is a privilege for us regional Vietnam Veterans to bring a replica of the Vietnam Memorial Wall to Fall River, Massachusetts and to serve the surrounding area. Proprietary rights, granted by the national organization, encompass all of Massachusetts as well as a 50-mile radius from Fall River.

The Wall, to be located at Veterans Memorial Bicentennial Park (1082 Davol Street), will be an 80% scale size replica of the original Vietnam Veterans Memorial Wall in Washington, D.C. Names are listed in chronological order according to the date of each casualty; within each date, names appear in alphabetical order. Names continue to be added and errors corrected as new information warrants. Currently, the Wall contains a total of 58,282 names which represents an increase over the 57,939 names at the opening dedication on 13 Nov 1982. A Yale student, 21-year old Maya Lin, created the design.

The Wall forms a powerful tribute to the brave members of the U.S. Armed Forces killed or missing in action during the Vietnam War. One of the Wall's most defining characteristics lies in the ability for visitors to view their reflections superimposed on the engraved names, thus connecting the past and the present, unlike most other monuments. Moreover, visitors can create keepsakes by tracing the names on the Wall. It is expected, too, that, like the national model, visitors may wish to leave artifacts and mementos at our Wall.

Visitors can access the exact location of each name, by panel and line numbers, through an alphabetical index. Separate indices are also available by each state and city. Searches can also be conducted through our regional Vietnam Veterans Memorial Wall Committee website. In addition, you may contact us via email at [Vietnammemorialwall.org](mailto:Vietnammemorialwall.org). The Fall River memorial site is free to the public and open during the Veterans Memorial Bicentennial Park's hours—dawn to dusk every day.

The Vietnam Veterans Memorial Wall in Fall River pays respect to fallen heroes and helps ensure that their ultimate sacrifices will never be forgotten. God Bless the United States of America!



## HELP US COMPLETE THE MISSION!

Be part of this great cause and make a donation today!

By making a charitable donation to the Vietnam Memorial Wall Committee, a 501(c)3 Organization, you are helping us to pay tribute to those who served our country with honor.



# Attachment B

MILLERS RIVER DEVELOPMENT, LLC  
56 REGENT STREET, CAMBRIDGE, MA 02140

2/10/20

To Whom it may concern,

This is a letter to confirm my interest and commitment to the project in Fairhaven, Ma. presented and being permitted by Zachary Mayo and New England Preservation & Development, Inc.

I have been in the real estate development business for the past 30 years having developed commercial and residential projects largely in New England. The value of these projects has varied but has generally been between 2 and 20 million dollars in total value.

Myself and my principal partners currently own real estate in 6 LLCs which hold assets which total more than 14 million dollars. The total debt on these properties is less than 2 million.

I personally own another 3 million of real estate without debt. My liquid assets total 2.7 million at the moment.

I have spoken to one of our long time bankers at Cambridge Trust Company about the Fairhaven project and they have indicated that financing it would not present any kind of problem for them. They would require 20% equity or about 500K in cash. This does not present a problem for myself and my partners.

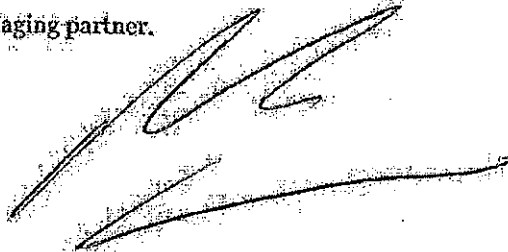
The three main LLCs we hold are as follows:

Millers River Development LLC	8.7 million in assets; net yearly income 610K; no debt
Two Squares LLC	2.2 million in assets; net yearly income 110K; 970K debt
Sharpe Azatak LLC	2.4 million in assets; net yearly income 196K; 980K debt

Please let me know what other information we can provide to confirm our support for the project.

Thank you for your consideration.

Bart Bissink, managing partner.





# Attachment C

## METRO HARVEST, INC. HOST COMMUNITY AGREEMENT FOR THE SITING OF A RECREATIONAL MARIJUANA ESTABLISHMENT IN THE TOWN OF FAIRHAVEN

This Host Community Agreement (the "Agreement") is entered into this day of \_\_\_\_\_, 2020 (the "Effective Date") by and between the Town of Fairhaven acting by and through its Board of Selectmen, with a principal address of 40 Center Street, Fairhaven, MA 02719 (hereinafter the "Municipality") and Metro Harvest, Inc. with a principal office address of 292 Bedford Street, Bridgewater, MA 02324 (hereinafter "Company") (Municipality and Company, collectively the "Parties").

### RECITALS

Whereas, Company intends to locate a licensed Recreational Marijuana Establishment ("RME") for the Retail Sale of marijuana in accordance with the laws of the Commonwealth of Massachusetts ("MA Law") and those of the Municipality ("Local Law");

Whereas, Company desires to provide community impact fee payments to the Municipality pursuant to M.G.L. c. 94G, § 3(d) in order to address any reasonable costs imposed upon the Municipality by Company's operations in the Municipality; and

Whereas, Company, on its own volition and without request by the town, wishes to make an annual donation to the Municipality in support of strategic initiatives selected by the Municipality, and

Whereas, the Municipality supports Company's intention to operate a RME for the Retail Sale of marijuana.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the parties agree as follows:

### Agreement

#### 1. Host Community Payments.

In the event that Company obtains all necessary approvals, for the operation of a RME in the Municipality from the Cannabis Control Commission ("CCC"), and receives all necessary approvals from the Municipality to operate a RME, then Company agrees to the following:

- i. The Company shall make quarterly payments to the Municipality in the amount of Three percent (3%) of the previous quarterly sales of recreational marijuana and recreational marijuana products (collectively "Recreational Marijuana"), not including state and local sales taxes, at the Facility (the "RME Payment").
- ii. The initial RME Payment shall be due by the end of the month following the close of the first calendar quarter (March 31, June 30, September 30, December 31) following the date that the Company begins retail sales of Recreational Marijuana in the Municipality (the "Initial RME Payment"). (For example, if the sale of Recreational Marijuana starts on February 12, the first payment will be due on April 30, and would be for the period February 12 to March 31.)

iii Subsequent RME Payments shall be due by the end of the month following the close of each calendar quarter thereafter.

iv. The Company will voluntarily donate to the Municipality an amount up to \$50,000 per year in support of strategic initiatives selected by the Municipality to include, but not be limited to a specific mutual need, the general fund, specific charities or outreach programs the municipality has identified as important. Payment of this voluntary donation shall be made at the end of the first year of operation of the RME and every year afterwards so long as this agreement is in place.

v. Payments under this Agreement shall be in addition to, and not in lieu of, any other payments, including taxes, as required by law, or as required pursuant to the terms of any other agreement between the Company and the Municipality

2. **Term and Termination:**

(a) The Term of this Agreement shall be five (5) years from the Effective Date (the "Term"). This Agreement shall automatically terminate at the end of the Term.

(b) **Early Termination:**

In the event Company ceases all operations in the Municipality, this Agreement shall become null and void. In the event Company loses or has its license(s), approvals, and/or permits to operate in the Municipality revoked by the relevant Licensing Authority(ies) or the Municipality, and such loss or revocation has not been reinstated within applicable appeals periods, this Agreement shall become null and void, and the Company shall to cease operations.

(c) **Termination by the Municipality:**

This Agreement may be terminated by the municipality for cause upon default by the Company of any of the provisions hereof. In the event of default by the Company the Town shall give written notice to the Company specifying the nature of the default and indicating its intention to terminate the Agreement. If the Company fails to cure the default within ten (10) days of delivery of notice of default the Municipality may terminate this Agreement. Upon termination, the Company shall cease operations. Notice of termination shall be delivered by the Municipality to the Planning Board for the Municipality; and to the Cannabis Control Commission, and shall be recorded in the Bristol County (S.D.) Registry of Deeds, provided that failure to provide or record such notice shall not impair the effectiveness of the termination of the Agreement.

(d) **Post Termination Obligations:**

Upon termination of this Agreement all unpaid obligations, including payment of the RME Payment due for sales through the date of cessation of operations at the Facility shall be paid within ten (10) days of the date of termination. The obligations of the Company pursuant to Article 15 shall continue and survive, notwithstanding the termination of the Agreement. Termination of this Agreement shall not act to

terminate the obligations of the Company pursuant to any laws, licenses, permits, or any other agreement to which the Company is subject or is a party,

**3. Payments.** The Company shall make the payments to the Municipality as set forth in Section 1 of this Agreement. While the Municipality has the sole discretion for determining how to spend the RME Payments) (the "Payments"), the Municipality understands and acknowledges that, as required by M.G.L. c. 94G, § 3(d), the Payments shall be reasonably related to the costs imposed upon the Municipality by Company's operation of a RME in the Municipality. Furthermore, the Municipality understands and acknowledges that, pursuant to M.G.L. c. 94G, §3(d), any cost to the Municipality imposed by Company's operation of a RME in the Municipality shall be documented and considered a public record pursuant to MA Law.

**4. Acknowledgements.** The Municipality understands and acknowledges that Payments due pursuant to this Agreement are contingent upon the Company's receipt of all state and local approvals to operate a RME in the Municipality. The Company under acknowledges that this Agreement will not be in effect until all state and local approvals to operate an RME in the Municipality are obtained.

**5. Local Taxes.** At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid directly by Company as and when due, and Company shall not object or otherwise challenge the taxability of such property. Failure by the Company to pay any tax as and when due shall be a default under this Agreement.

**6. Community Support and Additional Obligations.**

a. Local Vendors - to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility.

b. Employment/Salaries - except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Municipality as employees of the Facility,

c. The Company shall, at least annually, provide the Municipality with copies of all reports submitted to the Licensing Authority(ies) regarding Company's operations at the Facility.

d. The Company will work cooperatively with all necessary municipal departments, boards, commissions, and agencies ensure to that Company's operations are compliant with all of the Municipality's codes, rules, and regulations. The Company hereby authorizes the Municipality by its officers or agents to enter the Facility for the purpose of inspection upon reasonable notice and in

accordance with all state regulations. For the purpose of this provision one hour notice shall be deemed reasonable. No advance notice shall be required in the case of an emergency resulting from a condition threatening the health or safety of any person.

7. **Support.** The Municipality agrees to submit to the required Licensing Authority(ies), including the CCC, all documentation and information required by the Licensing Authority (ies) from the Municipality for the Company to obtain approval to operate a RME at the Facility, The Municipality agrees to support Company's application(s) for a RME with the required Licensing Authority(ies) but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Municipality's normal and regular course of conduct and in accordance with their codes, rules, and regulations and any statutory guidelines governing them. Failure by the Municipality, its officers or agents, to follow the normal or regular course of conduct, or to act in accordance with applicable laws or regulations shall not be actionable as a default under this Agreement. The sole remedy for such failure shall be the remedy or remedies otherwise provided to the Company by applicable law. Nothing in this Agreement shall require the Municipality to act, or to fail or refuse to act, in any way which violates state laws regarding marijuana, It shall not be a violation of this Agreement for the Municipality to act, or to fail or refuse to act, in a good faith effort to comply with state laws regarding marijuana, or to comply with the demands of a federal enforcement action

8. **Security, Company.** shall maintain security at the Facility in accordance with a security plan presented to the Municipality and approved by the Licensing Authority(ies). In addition, Company shall at all times comply with MA Law and Local Law regarding security of the Facility.

9. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principals of conflicts of law thereof. Venue for any action arising from the terms of this contract, or for any other action between the parties arising from or relating to the operation of an RME, shall be solely in the trial court for Bristol County.

10. **Amendment/Waiver.** Amendments or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all Parties, prior to the effective date of the amendment.

11. **Severability/Change of Law.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by an agency or court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced, provided that in the event such a ruling has the effect of reducing, eliminating, or delaying, in whole or in part, any of the payments due under Article 1, this Agreement shall be void unless otherwise agreed by the Parties in writing.

12. **Successors/Assigns.** This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Municipality shall not assign or transfer any interest or obligations in this Agreement without the prior written consent of the Company, which shall not be unreasonably delayed, conditioned, or withheld. The Company shall not assign or transfer any interest or obligation in this

Agreement without the prior written consent of the Municipality, which shall not be unreasonably delayed, conditioned, or withheld.

**13. Entire Agreement.** This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.

**14. General Obligations of Company.** The Company shall comply with the requirements of all applicable laws and regulations of the Commonwealth and the Municipality, including the conditions of any license, permit, special permit or other authorization granted to the Company for the operation of an RME and activities related thereto. Failure by the Company to so comply shall be a default under this Agreement, and shall be grounds for termination in addition to such other sanctions as may apply under applicable laws and regulations.

**15. Indemnity.** The Company shall indemnify and hold harmless the Municipality from any and all claims for damages of any sort whatsoever, including claims of violation of state or federal law, and shall reimburse the Municipality for any damages, including fines or other charges recovered from, paid by or assessed against the Municipality, and for attorney's fees and expenses, and all other costs incurred by the Municipality in defense of such claims, which claims whether in whole or in part, arise from or are related to the operation of the RME or this Agreement.

**16. Insurance**

(a) The Company shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible for each policy shall be no higher than \$5,000 per occurrence.

(b) In the event that the Company documents an inability to obtain minimum liability insurance coverage as required by paragraph (a), above, with the approval of the Municipality acting in its sole discretion, the Company may place in escrow, under a form of escrow agreement satisfactory to the Municipality, a sum of no less than \$250,000 or such other amount approved by the Municipality, to be expended for coverage of liabilities.

(c) The escrow account required pursuant to paragraph (b), above, must be replenished within ten business days of any expenditure.

(d) Reports documenting compliance with paragraphs (a) - (c), above, in the form of certificates of insurance or bank statements shall be made annually, and as otherwise reasonably requested by the Municipality.

**17. Notices.** Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To the Municipality:

Town of Fairhaven, Attn: Town Administrator  
40 Center Street  
Fairhaven, MA 02719

To the Company:

Metro Harvest, Inc.  
292 Bedford Street  
Bridgewater, MA 02324

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

**\*\*\* SIGNATURE PAGE FOLLOWS \*\*\***

IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth above.

TOWN OF FAIRHAVEN, by  
Name:  
Title: Chairman, Fairhaven  
Board of Selectmen

METRO HARVEST, INC, by  
Name:  
Title: CEO

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DRAFT



Town of Fairhaven  
Massachusetts  
Human Resources Office  
40 Center Street  
Fairhaven, MA 02719

# Attachment D

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

To: Mark Rees, Town Administrator

From: Anne O'Brien, Human Resources Director 

Date: February 14, 2020

Re: Personnel Policies Draft Document

Attached to this memo, please find the personnel policies draft document, as drafted by third-party human resources consultant, HRS, Inc., and as reviewed by labor counsel, Clifford and Kenny.

Prior to formal adoption by the Board of Selectmen, we will need to:

1. Provide a copy of the draft document to union representatives with an invitation to impact bargain
2. Post copies of the draft document on the Town website and in prominent locations for at least five days
3. Hold a public hearing on the policies pursuant to Ch. 61-5 after the union notification and five day posting period
4. Forward the draft document (as accepted or amended by the public hearing) to the Board of Selectmen within 20 days of the public hearing
5. Schedule a meeting for the Board to consider adoption of the policies

Pursuant to the bylaw, after these steps are followed, the policies shall "become effective upon their filing with the Town Clerk"

Any questions, please contact me. Thank you.





# Fairhaven Contributory Retirement System Attachment E

Town Hall · 40 Center Street · Fairhaven, MA 02719  
Telephone (508) 979-4026 ext 121 · FAX (508)-993-9486

Mary Sturgeon  
Retirement Administrator

TO: Selectmen  
FROM: Fairhaven Contributory Retirement Board  
DATE: February 10, 2020

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## NOTICE

In accordance with the provisions of Massachusetts General Laws Chapter 32, section 103 (i) the Fairhaven Contributory Retirement Board will be holding a public meeting for the purpose of determining whether to grant a cost of living adjustment, to be effective July 1, 2020, to eligible retirees of the Fairhaven Contributory Retirement System.

Meeting day/date: Tuesday -- March 24, 2020  
Meeting location: 40 Center Street  
Fairhaven, MA 02719  
Meeting time: 9:00 AM

