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**Fairhaven Board of Selectmen 2021 MAR -9 P 4: 12**  
**Meeting Minutes**  
**February 23, 2021**

FAIRHAVEN,  
MASS.

**Present:** Chairman Daniel Freitas Vice-Chairman Robert Espindola, Selectman Keith Silvia, Interim Town Administrator Wendy Graves and Cable Access Director Derek Frates.

**Present via Zoom:** Town Counsel Tom Crotty, Administrative Assistant Vicki Oliveira, Production Coordinator Erick Sa.

The meeting was videotaped on Cable Access and Zoom meeting application.

Chairman Freitas opened the meeting at 4:30 pm in the Town Hall Banquet Room and read the following statement:

*“This Open Meeting of the Fairhaven Board of Selectmen is being conducted remotely consistent with Governor Baker’s Executive Order of March 12, 2020, due to the current State of Emergency in the Commonwealth due to the outbreak of the “COVID-19 Virus.”*

*In order to mitigate the transmission of the COVID-19 Virus, we have been advised and directed by the Commonwealth to suspend public gatherings, and as such, the Governor’s Order suspends the requirement of the Open Meeting Law to have all meetings in a publicly accessible physical location. Further, all members of public bodies are allowed and encouraged to participate remotely.*

*The Order, which you can find posted with agenda materials for this meeting allows public bodies to meet entirely remotely so long as reasonable public access is afforded so that the public can follow along with the deliberations of the meeting.*

*Ensuring public access does not ensure public participation unless such participation is required by law. This meeting will allow public comment related to the posted agenda items only. For this meeting, Fairhaven Board of Selectmen is convening by telephone conference/video conference via Zoom App as posted on the Town’s Website identifying how the public may join.*

**Vote to amend Oxford School option to purchase agreement**

Attorney Crotty explained to the Board that the original agreement with the Stratford Group states the North Fairhaven Fire Station would be cut back from the school property. The town will retain a small portion of the land that the station sits on. This should have been done before the closing of the property as a subdivision but because of a few staff changes it had not been done. The agreement states that after the closing the engineers will put this transfer of the property back in place and the Town will own the fire station and four parking spaces. There

have been no other changes to the original agreement. Stratford Group Attorney Kurt James said his clients agree with the Town. (Attachment A)

Resident Anne Richard questioned why the property would be allowed to close before the subdivision has taken place, and worried what will happen if the Planning Board does not approve the subdivision. Mr. Crotty stated there would be a permanent easement if the Planning Board failed to approve the subdivision. Ms. Richard asked about the roof change to Oxford School. Attorney Crotty told her that was not on the agenda therefore would not be discussed.

Mr. Espindola made a motion to amend the Oxford School Agreement as presented and labeled 2<sup>nd</sup> amendment to purchase. Mr. Silvia seconded. Vote was unanimous. (3-0)

Chairman Freitas said after a lengthy discussion with Town Counsel he is recommending to pass over the rest of the agenda.

Mr. Espindola made a motion to table the interview of town administrator finalist-Wendy Graves. Mr. Silvia seconded. Vote was unanimous. (3-0)


Mr. Espindola made a motion to table the vote to Select and appoint a Town Administrator. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to table the vote to authorize the Chairman and Legal Counsel to enter into contract negotiations with the selected Town Administrator Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to table Executive Session - To conduct negotiations with non-union personnel pursuant to MGL, Ch. 30A, Sec. 21(a) (2): Town Administrator. Mr. Silvia seconded. Vote was unanimous. (3-0)

At 4:49 pm Mr. Espindola made a motion to adjourn. Mr. Silvia seconded. Vote was unanimous. (3-0)

Respectfully submitted,



Vicki L. Oliveira  
Administrative Assistant  
(Approved 03/8/2021)

Attachments:

A: Second Amendment to Option to Purchase Agreement

## SECOND AMENDMENT TO OPTION TO PURCHASE AGREEMENT

This Second Amendment to Option to Purchase Agreement is dated as of February \_\_, 2021 by and between the TOWN OF FAIRHAVEN, MASSACHUSETTS, a political subdivision of the Commonwealth of Massachusetts, (referred to therein as the "Seller"), and SCG DEVELOPMENT PARTNERS, a Delaware limited liability company or its successors, assigns or designee (the "Purchaser").

For consideration paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend that certain Option to Purchase Agreement entered into as of July 11, 2016 between the parties, as amended by an undated First Amendment to Option to Purchase Agreement between the parties (as amended, the "Agreement") as follows:

1. The first three sentences of Article 2(b) of the Agreement are deleted and the following is substituted therefor,

"The Property and the Survey shall include the land on Exhibit A and all the buildings, structures and improvements now thereon, and fixtures and equipment, if any, which may be owned by or belong to Seller and used in connection with the operation and maintenance of the former school building, including, without limitation, any of the following: electric transformers, furnaces, heaters, heating equipment, oil and gas burners, air conditioning equipment and ventilators, and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, outside television antennas, fences, gates, trees, shrubs, and plants relating to the former school building only ("Buildings and Improvements") subject to an easement for the benefit of the Town to use the portion of the Property that comprises the former fire station as shown on the plan attached hereto as Exhibit 2(b) (the "Fire Station Parcel") together with an access easement over the Property providing the Town with access to the parking spaces on the Fire Station Parcel. Following the sale of the Property to the Purchaser, the Purchaser shall within thirty (30) days prepare a subdivision plan, or if applicable an Approval Not Required survey, dividing the Fire Station Parcel as a separate parcel (the "ANR Plan") at its expense and the Town shall use diligent efforts to obtain approval or endorsement from the Fairhaven Planning Board. Within thirty (30) days of such approval or endorsement, the Purchaser shall re-convey the Fire Station Parcel to the Town. The obligations set forth in this paragraph shall survive the conveyance of the Property from the Seller to the Purchaser.

2. Except as otherwise set forth herein all other terms and conditions of the Agreement remain in full force and effect.

Signature page follows:

**IN WITNESS WHEREOF**, Seller and Purchaser hereto have executed this Amendment effective upon signing by both parties:

**PURCHASER:**

SCG DEVELOPMENT PARTNERS, a Delaware limited liability company, by SCG Development Manager, LLC, its sole member

By: SCG Capital Corp., a Delaware corporation, (d/b/a/ Strat Cap), its manager

By:

\_\_\_\_\_  
Richard A. Hayden  
Executive Vice President

**SELLER:**

BOARD OF SELECTMEN FOR THE TOWN OF FAIRHAVEN

By: \_\_\_\_\_  
Name:  
Title: Selectman

By: \_\_\_\_\_  
Name:  
Title: Selectman

By: \_\_\_\_\_  
Name:  
Title: Selectman