



Fairhaven Board of Selectmen
Meeting Minutes
April 26, 2021

RECEIVED
TOWN CLERK

2021 MAY 11 P 3:05

FAIRHAVEN,
MASS.

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

Present via Zoom: Administrative Assistant Vicki Oliveira and Production Coordinator Erick Sa.

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

Chairman Freitas opened the meeting at 6:31 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.

Resident John Farrell announced that he was recording the meeting.

Minutes

Mr. Espindola made a motion to approve minutes of April 12, 2021. Mr. Silvia seconded. Vote was unanimous. (3-0)

Town Administrator's Report

Ms. Graves updated the Board she recently attended the Roger Reuse Clean up day on April 17, 2021 and reported it was well attended.

Ms. Graves told the Board Town employees participated in 2 training sessions on leadership and customer service. There are plans to hold more workshops in the fall.

Ms Graves stated the complete streets has been approved by Mass DOT. Thank you to Planning Director Paul Foley for his hard work.

Ms. Graves told the Board the tax title auction has been scheduled for Tuesday, August 3, 2021.

Ms. Graves and Town Accountant Anne Correiro have recently reviewed the town's revenue through March 31, 2021 and the numbers were much higher than originally estimated. Thank you to the Staff in the Collector's office for their hard work in sending out reminder letters to residents who had unpaid bills.

Ms. Graves and Ms. Carreiro attended a webinar for Massachusetts Municipal Association American Rescue Plan Act.

Mr. Espindola asked Ms. Graves several questions regarding various topics.

Ms. Graves told Mr. Espindola the Board will be reviewing the Operating Budget at their next meeting.

Ms. Graves updated Mr. Espindola about the Storage room in Town Hall and reported that the Fire Chief has been notified to do an inspection and Department Heads were asked to start cleaning out any unnecessary files following the records retention schedule.

Ms. Graves told Mr. Espindola that the list of Town Legal costs, including the insurance provider, is being compiled by the town's insurance underwriter

Ms. Graves told Mr. Espindola the Broadband Request for Proposal is in the process of being scheduled with the consultant.

Ms. Graves said the Union Wharf land swap will be worked on with the Harbormaster.

Ms. Graves told Mr. Espindola she is in working on scheduling a date for the Board of Selectmen policy goals.

Mr. Espindola said he is worried about having Ms. Graves search for a consultant for the Town Administrator Screening process due to any conflict of interest violations.

Committee Liaison Reports

Mr. Espindola thanked Ms. Graves for volunteering at the Rogers School cleanup day.

Mr. Espindola said the Broadband Study Committee will be holding a webinar hosted by committee member Alyssa Botelho.

Mr. Espindola said the Bikeway Committee has openings for new members.

Mr. Espindola said members of the planning Board attended a training workshop offered by SRPEDD.

Mr. Espindola said the Economic Development Committee has used some funds to generate drawings for residents to see what the mixed use properties will look like.

Mr. Espindola will hold his monthly virtual office hour next week at 5:30 pm instead of 6:30 pm.

Mr. Espindola encouraged residents who are interested in serving on a Board or Committee to contact the Selectmen's office.

Mr. Silvia said Historical Commission Chairman Wayne Oliveira, Gary Lavalette and some members of the Fire Department fixed the flagpole at Fort Phoenix recently.

Mr. Silvia thanked the volunteers who turned out at Rogers School to help clean the grounds.

Resident Phil Washko asked if the Town Administrator Screening Process will be on the next agenda. Mr. Freitas said we will see how the next agenda unfolds.

Fitness in The Park

Mr. Freitas said this is a request that the Board receives each year. Mr. Espindola made a motion to authorize the Fitness in the Park at Cushman Park conditioned on approval of the Health Agent. Mr. Silvia seconded. Vote was unanimous. (3-0)

Request to Join Commission on Disability

Mr. Freitas read letters of request from residents Diane Hahn and her son Zachary Hahn who would like to join the Commission on Disability. Ms. Hahn thanked the Board for considering her request. Mr. Espindola made a motion to appoint Diane Hahn and Zachary Hahn to the Commission on Disability. Mr. Silvia seconded. Vote was unanimous. (3-0)

Transfer of a Package Store/ All Alcohol License & Pledge of Said License: Lambdohar Corp., D/B/A F.J. Moriarty Liquors

Chairman Freitas opened the public hearing at 7:02 pm for the Transfer of a Package Store/All Alcohol License and Pledge of said License. Attorney Ian Hedges met via Zoom to ask the Board to include a change in hours on the license to include Sundays for the hours of 10a.m. to 10 p.m. The previous owner did not open on Sundays and the new owners wish to start opening Sundays. The Board did not have a problem with the request. There were no questions, comments, or concerns from the public. Mr. Espindola made a motion for the transfer of the Package Store/All Alcohol License and Pledge of said for Lambdohar Corp. d/b/a F.J. Moriarty Liquors, 101 Middle Street, Dipti Shukla, Proposed Manager. Mr. Silvia seconded. Vote was unanimous. (3-0)

Melanson Audit: FY20 Financial Statements & Audit Presentation

Melanson Auditor Zachary Fentross met via Zoom to review the Town's Annual Financial Statements for the Year ended June 30, 2020. (Attachment A). Mr. Fentross was happy to report that the Town is in a good favorable position. Resident John Farrell asked the Board how many years has the Melanson firm has been handling the town's audits. Town Accountant Anne Carreiro explained back in 2012 the town put out a Request for Proposal (RFP) and at that time the contact was awarded to Melanson. Currently Melanson has 2 years left on the contract with the Town. Mr. Espindola would like to form a committee to review if it is time to consider changing audit firms in the future.

Annual Town Meeting Preparation

Town Moderator Mark Sylvia met via Zoom with the Board to discuss the upcoming Annual Town Meeting to be held on June 12, 2021. Mr. Freitas read a letter from the moderator

requesting that town meeting be held virtual due to the COVID pandemic and to reduce the quorum. Mr. Sylvia said this the same request he made last year and feels he does not want to put any resident at risk and he is not comfortable with the idea of holding the town meeting on the football field.

Selectman Silvia said that he has heard some concerns over the older residents who are not comfortable with the virtual technology. Mr. Sylvia noted there are multiple training sessions for any resident who may need help.

Mr. Espindola made a motion to hold the June 12, 2021 Annual Town Meeting by remote participation. Mr. Freitas seconded. Vote was passed. (2-1)

Mr. Espindola made a motion to reduce the quorum for the June 12, 2021 Annual Town Meeting to 40. Mr. Freitas seconded. Vote was passed. (2-1)

Elevation Retail Host Community Agreement

Mr. Freitas reviewed the Community Host Agreement for recreational marijuana with Elevation Retail with the Board. Mr. Espindola said the he and Ms. Graves worked with Elevation Retail owner Andre Arzumanyan on the final contract. (Attachment B).

Mr. Espindola made a motion to have the Chairman sign the Host Agreement with Elevation Retail on behalf of the Board. Mr. Silvia seconded. Vote was unanimous. (3-0)

Greater New Bedford Voke Tech Incoming Superintendent Michael Watson

At 8:00 pm the Board met with incoming Superintendent Michael Watson from Greater New Bedford Regional Vocational Technical High School (GNBV) along with Fairhaven GNBV School Committee representatives Randy Durrigan and Wayne Oliveira. Mr. Watson told the Board he has been meeting with community leaders, as well as business owners before he assumes the role as Superintendent on July 1, 2021 to introduce himself to the community.

Solar Farm 61a, 279 Mill Road- Right of First Refusal

Mr. Freitas read the notice of intent from Peter and Melissa Deterra for 279 Mill Road to remove from 61A status. Mr. Espindola expressed that he would like to see a memo from the conservation agent stating the all the town departments have been notified regarding this matter. (Attachment C).

Mr. Espindola made a motion to not exercise the right of first refusal. Mr. Freitas seconded. Vote was unanimous. (3-0)

Tree warden

Newly elected Tree Warden Don Collasius met with the Board to discuss several issues within the Tree Department. Mr. Collasius is requesting to have tree laborers start at higher level than the current rate or to have the position re classified. Mr. Collasius the Tree Department each year returns a large amount of its budget back to the general fund because it can not hire the proper workers. Mr. Collasius is suggesting a wage that is still 25% less than industry standards and feels this is a short-term fix for a long-term problem.

Ms. Graves explained that the town completed a wage and classification several years ago and the tree laborers were not part of the classification. The charge to have the position reevaluated will be \$650 and the results should be done in approximately 2 weeks. Ms. Graves does not feel the laborers should start at a higher step because it could cause dissention among the other employees. Town Accountant Anne Carreiro told the Board that this wage and classification does need to be done and was requested by the previous tree warden but there are municipal employees with many years of service that were not started at top step. Ms. Graves told the Board if the position gets reclassified in this fiscal year, then the pay would be retroactive to July 1, 2020. As Acting Town Administrator, Ms. Graves has the authority to determine the starting level of the tree laborers.

Mr. Espindola made a motion to defer to the Town Administrator until the wage and classification is completed. Mr. Silvia seconded. Vote was unanimous. (3-0)

FY22 Health Insurance Rates

Ms. Graves told the Board the town's health insurance rates will be increasing by 9% due to the annual projections. The Town's rates are based on the usage because the town is self-insured. Ms. Graves read the projected amounts to the Board. (Attachment D). Mr. Espindola made a motion to approve the health insurance rates as presented. Mr. Silvia seconded. Vote was unanimous. (3-0)

Donation of Pontoon Boat and Trailer

Ms. Graves told the Board that JCR Marine d/b/a West Island Marine is donating a pontoon boat and trailer to the Marine Resources Department for the purpose of propagation. Harbormaster Tim Cox told the Board the boat he currently has for propagation is in bad shape. Mr. Cox will verify with the town's insurance to insure the boat and trailer are covered.

Mr. Espindola made a motion to accept the donation of the pontoon boat and trailer from West Island Marine for the Shellfish Department for propagation. Mr. Silvia seconded. Vote was unanimous. (3-0)

Approve articles for the June 12, 2021 annual town meeting

Ms. Graves reviewed the articles for Town meeting, the following votes were taken:

Mr. Espindola made a motion for adoption of Article 1: Measurer of Wood and Bark. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 2: Town Report. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 3: Report of the Committees. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 4: Setting Salaries of Town Officers- FY22. Mr. Silvia seconded. Vote was unanimous. (3-0)

A. Board of Selectmen	\$20,601
B. Town Clerk	\$66,961
C. Moderator	\$800
D. Tree Warden	\$7,321
E. Board of Health	\$5170

Mr. Espindola made a motion for adoption of Article 18: State Aid to Highways FY22. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 20: Ambulance Stabilization. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 21: Social Day Care Center. Mr. Freitas seconded. Vote passed. Mr. Silvia abstained. (2-0-1)

Mr. Espindola made a motion for adoption of Article 22: Propagation of Shellfish FY22. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 25: Mass Historical Commission Grant match. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 25: Mass Historical Commission Grant match. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 26: FEMA Grant- engine for engine 2 - 5 % match Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 27: FEMA Grant - air packs 5% match. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 28: Port Security Grant match-new engines on Harbormaster boat. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 29: Fairhaven Public Schools contracts. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 32: Revolving Funds. Mr. Silvia seconded. Vote was unanimous. (3-0)

Hazardous Materials	Fire Chief	Disposal fees/charges	\$	100,000
Sustainability	Sustainability Committee	Fees/charges	\$	10,000
Hoppy's Landing	Board of Selectmen and/or Town Administrator	Fees/charges from users of Hoppy's Landing	\$	25,000
Town Hall Auditorium	Town Administrator	Town Hall auditorium rental fees	\$	2,000

Park Utilities	Board of Public Works	User fees	\$	2,000
NEW Mooring Fees	Marine Resources	Mooring Fees	\$	2,000
Mattress Recycling	Board of Health	Fees for mattress disposal	\$	2,000
Hoarding Remediation	Board of Health	Revenue from textile recovery boxes	\$	1,000

Mr. Espindola made a motion to yield to petitioner of Article 36: Amendment to BPWs by law-solid waste and recycling curbside. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to yield to petitioner of Article 37: Chapter 194 stormwater management amendment to by law. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Silvia made a motion to yield to petitioner of Article 38: Street acceptance: Robert Street. Mr. Freitas seconded. Mr. Espindola abstained. Vote passed. (2-0-1)

Mr. Espindola made a motion to yield to petitioner of Article 41: Zoning by law change chapter 198-33. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to yield to petitioner of Article 42: Zoning by law change Chapter 198-29.6 - Solar Photovoltaic Energy Facilities. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion for adoption of Article 43: Discontinue portion Dean St & Livesey Parkway. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to yield to petitioner of Article 44: Tree Warden from elected to appointed. Mr. Silvia seconded. Vote passed. (2-1)

Mr. Espindola made a motion for adoption of Article 46: Changing the name to Selectboard. Mr. Silvia seconded. Vote passed. (2-1)

Mr. Espindola made a motion to yield to petitioner of Article 47: Increase Board of Selectmen from 3 to 5. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to yield to petitioner of Article 48: Create nine-member committee known as the Fairhaven Charter Committee. Mr. Silvia seconded. Vote passed. (2-1)

Mr. Freitas made a motion to pass over Article 49: Establish an ethics committee. Mr. Silvia seconded. Vote passed. (2-1)

Mr. Espindola made a motion to yield to petitioner of Article 50: Establish term limits for Elected board members. Mr. Silvia seconded. Vote passed. (2-1)

Mr. Espindola made a motion to yield to petitioner of Article 51: Amend Town bylaw chapter 115 "Right to Farm". Mr. Silvia seconded. Vote passed. (2-1)

Mr. Freitas made a motion to pass over Article 52: Amend Town bylaw Chapter 516 "Recall Elections". Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Freitas made a motion to pass over Article 53: Amend Town bylaw Chapter 516 "Recall Elections". Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to yield to petitioner of Article 54: Rezone portions of 267 Huttleson Avenue. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to yield to petitioner of Article 55: Street Lights, One light pole at 16 Saltmarsh Road, pole # 179/11. Move light from pole #179/12 to pole #19/11. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to yield to petitioner of Article 55: Street Lights One light pole at 10 Saltmarsh, pole # 179/13. Mr. Silvia seconded. Vote was unanimous. (3-0)

Mr. Espindola made a motion to yield to petitioner of Article 56: Amend Town bylaw Chapter 50-13 Part 2. Mr. Silvia seconded. Vote was unanimous. (3-0)

Notes and Announcements

Resident Diane Hahn asked the Board if it would be possible to have the opening statement regarding the Governor's orders updated.

Mr. Silvia stated he would like to have the Tourism Director at the next meeting to discuss some recent complaints he has received.

Mr. Espindola reminded the public that when a committee member is recused, that person doesn't deliberate on the topic.

Mr. Espindola reminded the Board that all board members cannot be included in the same correspondenc regarding votes as to not violate any open meeting laws.

Mr. Espindola reminded residents that there are always opportunities to volunteer on various boards and committees.

At 9:15 pm Mr. Espindola made a motion to enter into executive session, not to reconvene to open session per MGL 149 sec 52c and c.66 sec. 15- to investigate charges of criminal misconduct. Mr. Silvia seconded. Vote was unanimous. (3-0)

Roll call vote: Mr. Silvia in favor, Mr. Espindola in favor, Mr. Fretias in favor.

Respectfully submitted,



Vicki L. Oliveira

Administrative Assistant
(Approved 5/10/2021)

Attachments:

- A. Management Letter
- B. Host Community Agreement/Elevation Retail
- C. Notice of Intent: 279 Mill Road
- D. Health Insurance rates

Attachment A



TOWN OF FAIRHAVEN, MASSACHUSETTS

Management Letter
For the Year Ended June 30, 2020

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTORY LETTER	1
RECOMMENDATIONS:	
1. Expand Chart of Accounts	3
2. Prepare for GASB Statements 84 and 87	3



To the Board of Selectmen
Town of Fairhaven, Massachusetts

In planning and performing our audit of the basic financial statements of the Town of Fairhaven, Massachusetts (the Town) as of and for the year ended June 30, 2020 (except for the Fairhaven Contributory Retirement System, which is as of and for the year ended December 31, 2019), in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible.* The chance of the future event or events occurring is more than remote but less than likely.
- *Probable.* The future event or events are likely to occur.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

During our audit we became aware of other matters that we believe represent opportunities for strengthening internal controls and operating efficiency. The recommendations that accompany this letter summarize our comments and suggestions concerning those matters.

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine



The Town's written responses to our comments and suggestions have not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

This communication is intended solely for the information and use of management, the governing body, and others within the Town, and is not intended to be, and should not be, used by anyone other than these specified parties.

Melanson

Andover, Massachusetts
March 25, 2021

RECOMMENDATIONS:

1. Expand Chart of Accounts

The Town currently records the activity associated with multiple opinion units within fund 084 in the general ledger. As a result, numerous reclassifying adjustments are required to properly present activity in the respective fund financial statements in accordance with Generally Accepted Accounting Principles.

The following accounts should be recorded as separate funds in the general fund:

- Internal service fund (proprietary funds)
- Stabilization fund (governmental funds)
- Sewer stabilization fund (proprietary funds)
- Various special revenue funds (governmental funds)

Additionally, the expendable portion of trust funds is reported in fund 082 and the nonexpendable portion is reported in fund 081 in the general ledger. As a result, numerous reclassifying adjustments are required to properly present activity in permanent trust fund (governmental funds) and private purpose trust fund (fiduciary funds) financial statements. These accounts should be classified in the general ledger based on the type of each trust fund, instead of expendable versus nonexpendable portions.

We recommend the Town expand the general ledger chart of accounts to eliminate the need for these reclassifying adjustments. Implementation of these recommendations will result in the proper presentation of the above noted funds.

Town's Response:

Due to the Covid-19 pandemic we were unable to implement this recommendation for fiscal year 2020. The Town plans to implement in fiscal year 2021.

2. Prepare for GASB Statements 84 and 87

GASB Statements 84 and 87 will apply to the Town in fiscal years 2021 and 2022 respectively. Statement 84 addressed Fiduciary Activities and may require change in how the Town accounts and reports these activities. Statement 87 addressed leases and significantly changes the accounting standards for leases and will not require various leases to be reported on the Town's balance sheet.

We recommend the Finance Department prepare for these accounting changes by ensuring all other Departments are aware of the pending changes. The Finance Department should also consider establishing a lease accounting policy to ensure all material leases are properly identified.

Town's Response:

The Town will implement a new lease accounting policy to properly identify material leases in fiscal year 2021.

Attachment B

TOWN OF FAIRHAVEN ELEVATION RETAIL

tpc 4.15.21

HOST COMMUNITY AGREEMENT

FOR THE SITING OF A MARIJUANA ESTABLISHMENT IN THE TOWN OF FAIRHAVEN

This Host Community Agreement (the "Agreement") is entered into this day of _____, 2021 (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 "Town") and Elevation Retail II, LLC, a Massachusetts Limited Liability Corporation, with a principal office address of 385 Great Road, Bedford, MA 01730 (hereinafter "Company") (Municipality and Company, collectively the "Parties").

RECITALS

WHEREAS, the Company wishes to locate a licensed Marijuana Establishment for the purposes of engaging in Retail Sale of Adult Use marijuana (the "Facility") at 240 Bridge St., Fairhaven, Massachusetts 02719 in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.000, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations, as may be amended; and

WHEREAS, the Town recognizes this Facility will benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base; and

WHEREAS, the Company recognizes that the Town will incur expenses, including professional fees, related to the undertaking of this Agreement, and to public hearings and permitting for the proposed Facility prior to the state licensing of the Facility; and

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission or such other state licensing or monitoring authority, as the case may be, to operate the Facility and receives all required local permits and approvals from the Town; and

WHEREAS, the Company intends to make regular, periodic contributions to not-for-profit organizations providing services to the Fairhaven community including, but not necessarily limited to services, education, counseling and treatment for substance abuse and mental health; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Facility, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Payments

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts, both quantifiable and unquantifiable, on the Town, In the event that the Company obtains the requisite license and/or approvals as may be required for the operation of the Facility, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, which permits and/or licenses allow the Company to locate, occupy and operate the Facility in the Town. Accordingly, the Company agrees to pay a Community Impact Fee to the Town, in the amount and under the terms provided herein. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources.

1. Company shall annually pay a Community Impact Fee in an amount equal to three percent (3%) of Gross Sales from marijuana and marijuana product sales at the Facility. The term "Gross Sales" shall mean the total of all retail sales transactions of the Facility without limitation, and shall include but not be limited to all adult use marijuana and medical marijuana sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility directly to consumers or wholesale to other Marijuana Establishments.

2. The Community Impact Fee shall be paid quarterly, on or by the 20 days following the end of each quarter of operation, commencing on the first day of the first full calendar month after the commencement of sales for any part of the Facility, and continuing for a period of five (5) years. The Facility shall be deemed to have commenced operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a Final Certificate of Registration and/or a Final License from the CCC ("Commencement of Operations"). At least 90 days prior to the conclusion of each of the respective five-year terms, the Parties shall meet to negotiate in good faith the terms of a new Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee, the Community Impact Fee specified in Paragraph 2.A.1 of this Agreement shall renew for a successive five year term, and at not less than the amount set forth above, until such time as the Parties negotiate a successor Community Impact Fee.
3. The Town shall use the above referenced payments in its sole discretion but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services, and permitting and consulting services, as well as unforeseen impacts upon the Town.
4. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's usual building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Payment of Town Expenses At the time of the execution of this Agreement, the Company shall make an initial payment to the Town of \$20,000 which the Town is hereby authorized to credit toward Town expenses described in the following paragraphs. The Town shall provide an itemized statement to the Company of all charges made to the funds so paid by the Company. In the event the funds are reduced to less than \$10,000, the Company shall within 30 days' notice pay an additional amount to return the funds to \$20,000. Any funds remaining unused by the Town upon the permanent cessation of operations of the Facility shall be returned within thirty (30) days to the Company.

3. Pre-operations Fees and Costs: In addition to the Community Impact Fee, the Company shall reimburse the Town for any and all costs incurred by the Town prior to the commencement of Facility operations, including, but not limited to, reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility, training of staff, public relations and educational expenses.
4. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors, and legal fees.
5. Police Officer Training: The Company shall reimburse the Town for the actual cost incurred for a local police officer to complete Advanced Roadside Impairment Driving Enforcement training program and for certification and recertification of a Drug Recognition Expert.
6. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made within ten (10) days of the date they are due; the Town shall provide the Company with written notice of such failure to make a timely payment. The Company shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Company fails to make full payment within such cure period, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

C. Charitable Contributions

The parties hereby recognize and agree that the charitable contributions which the Company has pledged to make are purely voluntary, are not part of the consideration for this Agreement, and the failure of the Company to make any such contributions shall not be considered a breach of this Agreement.

D. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit annual financial statements to the Town within 60 days after the payment of its fourth quarter payment of the Community Impact Fee with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable

regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company agrees that in the event the Town is unable to verify the Company's Gross Sales and the payment of the required amount of the Community Impact Fee, the Town may require the Company to have its financial records examined, copied and audited by an Independent Financial Auditor chosen by the Town. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment and shall include a certification of itemized Gross Sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes; however, nothing in this provision shall prohibit the Company from appealing any assessment made on its property.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no

abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

5. Security and Safety

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in reviewing and approving all security plans prior to the implementation and Commencement of Operations, including determining the placement of exterior security cameras, but in no event will the Police Department's review override the requirements of the CCC.

The Company agrees to comply with requirements outlined in Exhibit A and cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, immediate access and transfer of video footage from any video surveillance system of the establishment's interior or exterior when so requested by the Police Department (which request may be made when the Police Department has a reason to believe such footage may be of assistance in an ongoing investigation related or non-related to the Establishment's business) and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products produced by the Facility are not being transferred to the illegal market or to minors.

If requested, the Company shall implement a comprehensive diversion prevention plan to prevent diversion of medical marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the Commencement of Operations at the Facility. The Company shall present the diversion plan to the Police Department for its review and feedback and, to the extent required by the Police Department, work collaboratively to implement any reasonable changes, amendments or modifications to address local concerns.

The Company shall promptly report the discovery of the following to Town Police within 24 hours or forthwith as defined in Exhibit A of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security. The Licensee shall promptly copy the Town's Chief of Police on any notifications and submissions it makes to the Massachusetts Department of Public Health pursuant to 105 CMR 725.110 (F) and/or 935 CMR 500.110(7) or other provisions of law relating to the Establishment ("Incident Reporting").

In the event of accidental activation of a panic alarm, the Licensee will notify the Police Department that the activation was accidental. The Police Department may conduct a check of the facility in the event of an accidental activation.

The Company agrees and acknowledges that periodic inspections of the Facility by the Town's Police Department, Town's Fire Department, Building Department and Board of Health to ensure compliance with local bylaws, rules and regulations shall be a condition of continued operation in Town and agrees to cooperate with the Town's Police Department, Town's Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the Facility.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any reasonable concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all reasonable concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time by the Company or at the request of the Select Board, shall be reviewed and approved annually by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a Final license and/or Final Certificate of Registration from the CCC, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the Facility in the Town.

This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable licenses, permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws and regulations. The Town, by entering into this Agreement, is not hereby required or obligated to issue such licenses, permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Company and/or the Facility for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

8. Traffic Management

The Company shall at its own expense, employ a police detail, if deemed necessary by the Town, to manage traffic at the site. In the event there is traffic queuing at the Facility which cannot be accommodated through existing parking and police detail, the Company shall provide off-site parking and shuttle service to the Facility to alleviate traffic issues.

9. Electrical Usage and Renewable Energy Requirements

The Company shall (a) satisfy all minimum energy efficiency and equipment standards established by the Cannabis Control Commission and meet all applicable environmental laws, regulations, permits, and other applicable approvals; (b) adopt and use best management practices as determined by the Cannabis Control Commission to reduce energy usage and consumption and engage in energy conservation; and (c) ensure that lighting power densities for cultivation spaces does not exceed an average of 36 watts per gross square foot of active and growing canopy.

The Company shall report to the Select Board annually on its energy use and shall include in its annual report a summary of its ongoing strategies to further reduce electrical demand.

10. Water Consumption

The Company shall follow the CCC's Best Management Practices for Water Use. In addition the Company shall install water meters, conduct regular water audits to determine the amount and location of water use, and develop and implement a water savings strategy. The Company shall report to the Select Board annually on its water use, and shall include in its annual report a summary of its ongoing strategies to further reduce water use.

11. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations and comply with the CCC's Waste Management Requirements.

The Company shall exclusively use organic or natural cultivation processes to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company shall utilize cultivation processes such as hand watering of plants and use of dehumidification systems to ensure that there is no wastewater discharged as part of the cultivation at the Facility. Company agrees to consult with the Fairhaven Water and Sewer Division regarding its cultivation methods and wastewater plan prior to commencing cultivation at the Establishment or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Establishment. The Company shall comply with all reasonable requests of the Fairhaven Water and Sewer Division, including, but not limited to, testing requirements and tank holding requirements if necessary.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three years.

12. Odor Control Technology

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall utilize a commercial air handling system comparable to, and sufficient for, Retail Sales establishment use.

In the event the Town receives three or more complaints from citizens representing separate households within a two-week period with respect to odor impacts in relation to the operation of the Establishment, the Company shall be required to meet with the Select Board, which may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, or the conditions of the Special Permit and/or Site Plan Approval, with respect to odor violations.

13. Support

The Town agrees to submit to the CCC, or such other state licensing, registering or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license or certificate of registration to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

14. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall continue in effect for as long as the Company, or its successor or assignee, operates the Facility in the Town, and subject to Section 2.A.2, hereof with respect to the renewal of the Community Impact Fee.

In the event the Company has not secured a final license and certificate of registration from the CCC and all necessary local permits from the Town for the Facility and has not commenced the use/operations at the Facility within two years from the date this Agreement is signed, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Facility within the Town. The Select Board, in its discretion, may agree to an extension of the two-year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

15. Annual Reporting

The Company shall file an annual written report with the Town in connection with its annual financial submissions each year for purposes of reporting on compliance with each of the terms of this

Agreement and shall, at the request of the Select Board, appear at a regularly scheduled meeting to discuss the Company's Annual Report.

16. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, not unreasonably withheld, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

17. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To the Town:

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

To the Company:
Attn: Andre Arzumanyan
Elevation Retail II LLC.
240 Bridge St.
Fairhaven, MA 02719

18. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a 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 the Town would be substantially or materially prejudiced. For the purposes hereof, substantial or material prejudice shall include, without limitation, reduction or termination of the payments required hereunder. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

19. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

20. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. 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.

21. Amendments/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 signatories to the original Agreement, prior to the effective date of the amendment.

22. Headings

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

23. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

24. Signatures

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

25. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

26. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Facility in the Town or relocates the Facility out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Facility within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

27. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

28. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

EXHIBIT A

Marijuana Retail Establishment Requirements

In addition to all requirements under 935 CMR 500.000 and its specific subsections addressing security and other areas (500.110, 500.105, 500.100) of the Cannabis Control Commission, the Fairhaven Police Department requires the following:

- Commercial grade video system recording and monitoring of:
 - all points of entry and exit, exit doors
 - overhead doors
 - all parking areas
 - Vault areas
 - Delivery/Receiving Areas
 - Panic Alarms

Video shall be able to provide clear, identifying still photos and video of faces, vehicles and license plates.

- Fairhaven Police having remote access to the video as necessary
- Monitored alarm system to include all exterior doors, windows and other access points. The system shall include glass break and interior motion sensors
- Commercial grade exterior locks, doors and windows
- Limited access security, such as key card or biometric readers
- Roof access deterrent to include physical barriers and interior motion alarms
- Physical deterrents to unauthorized vault wall access (masonry, mesh lining etc)
- Currency Scanners for larger bills (Policy of Scanning \$20.00 bills and higher)
- Exterior parking lot shall allow for sufficient light to facilitate video surveillance and still photos
- Exterior windows shall have shatterproof film
- Traffic Study and or mitigation, if required by Chief of Police
- Detail Officer(s), as necessary, at the discretion and direction of the Chief of Police for safety and/or traffic concerns
- Any diversion, theft, loss or breach of security shall be reported to the Fairhaven Police forthwith. A final report concerning the matter shall be sent to the Fairhaven Police within 10 days.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF FAIRHAVEN

, Chairperson

President

, Vice Chairperson

Clerk

Attachment C

March __, 2021

Via U.S. Certified Mail

Fairhaven Board of Assessors and Board of Selectmen
ATTN: Delfino R. Garcia
40 Center St.
Fairhaven, MA 02719

RECEIVED
MAY 11 2021
11:31 AM
D 3 16
CLERK

Re: Notice of Intent to Convert Land to Other Use

Dear Mr. Garcia,

Please allow this letter to serve as a Notice of Intent to convert for other uses and to remove the Assessment and Taxation of Agricultural and Horticultural Land (M.G.L.A. 61A) classification from 4.24 +/- of additional acres of property, located at 279 Mill Road, Town of Fairhaven, Bristol County, MA 02719 (Map 38, Lot 5; Map 38, Lot 6; and Map 39 Lot 32).

Portions of the aforementioned property will be developed as a large-scale solar project, as such project is depicted on the survey attached hereto as Exhibit "A" (the "Survey"). Such portions of property to be converted are described and depicted on the Survey as the (1) Temporary Construction Access Easement area, (2) Access, Utility, Stormwater and Wetland Replication Easement Area, and (3) Stormwater Easement Area (collectively consisting of 4.02 +/- acres), as well as those portions of property within those areas described and depicted on the Survey as Solar Lease Area #1 and/or Solar Lease Area #2 that were not previously removed from the Chapter 61A classification on September 17, 2020 (with such remaining acreage consisting of 0.22 +/- acres).

Therefore, the subject 4.24 +/- acres of land may no longer be valued, assessed and taxed under the provisions of Chapter 61A, and the liability for conveyance or roll back taxes should govern such land in accordance with the Assessment and Taxation Laws of Massachusetts.

Furthermore, the remaining land, except for the 10.18 acres previously removed on September 17, 2020, continues to qualify under the usage, minimum acreage and other provisions thereof. Consequently, such separation shall not impair the right of the remainder of such land to continuance, valuation, assessments and taxation, pursuant to Massachusetts General Laws Annotated, Chapter 61A, Section 17.

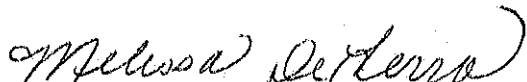
Wherefore, we, Peter DeTerra and Melissa DeTerra, as landowners of the aforementioned property, respectfully give notice of our intent to convert said portion of land to other use, specifically described herein, and request for your approval is requested to remove the Assessment and Taxation of Agricultural Land (61A) from the portion of property as described.

Should you have any questions regarding this request, please contact Kyle Martin at 828.233.8117.

IN WITNESS WHEREOF, the parties have executed and delivered this estoppel certificate as of the Effective Date.

LANDLORD:


Peter DeTerra


Melissa DeTerra



HEALTH PLAN RENEWAL WORKSHEET

FOR THE PERIOD OF JULY 2021 THROUGH JUNE 2022

	ORIGINAL PROJECTION		REVISED PROJECTION		RENEWAL PROJECTION		BCBS PROJECTION		As of 4/21/21 FINAL PROJECTION		
	IND	FAM	%	IND	FAM	%	IND	FAM	%	IND	FAM
PAID CLAIMS	4,821,160		8%	4,925,994	5,282,490	8%	5,039,460	5,282,490	8%		
ADMIN FEE	250,238		1%	240,939	239,918	1%	239,918	239,918	1%		
REINSURANCE	591,386		20%	569,039	669,115	20%	669,115	669,115	20%		
OTHER COSTS	0			(64,106)	0		0	0			
TOTAL	5,662,784			5,671,866	6,191,523		5,948,493	6,191,523			
TRUST CONTRIBUTION	5,517,975		19%	5,304,549	6,239,583	13.5%	5,948,634	5,948,634	9%		
SUB TOTAL	-144,810			-367,317	48,060		141	141			
MEDEX SUB TOTAL	78,620		0%	66,968	66,968	0%	66,968	66,968	0%		
DENTAL SUB TOTAL	3,437		3%	6,244	4,474	4.5%	4,474	4,474	3%		
PRIOR BALANCE	2,444,682			2,444,682	2,150,577		2,150,577	2,150,577			
TOTAL TRUST	2,381,930			2,150,577	2,270,079		2,222,161	2,270,079			
MEDEX IBNR	29,064			30,023	30,023		30,023	30,023			
DENTAL IBNR	30,286			29,615	30,503		30,503	30,503			
IBNR	337,481			344,820	369,774		362,762	369,774			
UNCOMMITTED RESERVE	2,043,227			1,748,120	1,839,778		1,839,872	1,839,872			

HEADCOUNTS	ORIGINAL PROJECTION		RENEWAL PROJECTION		FINAL PROJECTION	
	IND	FAM	IND	FAM	IND	FAM
NETWORK BLUE HMO	96	113	99	112	96	114
BCEP PPO	61	42	36	34	36	34
DENTAL	403	248	410	235	410	233
MEDEX (Renews January)	311		312		309	

FUNDING RATES	IN FORCE		FINAL RATE CALCULATION	
	IND	FAM	IND	FAM
NETWORK BLUE HMO	\$936.63	\$2,057.77	9%	\$911.93
BCEP PPO	\$1,058.32	\$2,516.16	9%	\$1,153.57
DENTAL	\$40.00	\$99.00	3%	\$41.20
MEDEX	\$325.00		3%	\$41.20

BCBS RECOMMENDED RATES	
	\$986.71
	\$1,121.56
4.7%	\$42.34
	\$102.27

Attachment D

4/21/2021

Nobles- FY21 Recommended 9% increase. Town Budgeted 5%.
Started the year with 9% deficiency