



## FAIRHAVEN SELECT BOARD

### Meeting Minutes

October 23, 2023

FAIRHAVEN TOWN CLERK  
ROUD 2023 NOV 7 PM 1:14

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

**Also Present:** Christopher Petrini of Petrini & Associates  
Fairhaven Planning Board members Cathy Melanson, Kevin Grant, Ruy daSilva, Patrick Carr, Sharon Simmons, Jeff Lucas, Jessica Fidalgo (via Zoom). Planning Director Paul DiGiuseppe

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

**Motion:** Mr. Espindola motioned to take Action Item E1 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

### **FAIRHAVEN FIREFIGHTER SWEARING IN**

Chief Todd Correia reviewed the promotions taking place tonight for Lieutenant Brian Riggs and Lieutenant Tyler Correia. Town Clerk Elisabeth Horan swore in the lieutenants and family members pinned their badges.

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

### **PLANNING BOARD APPOINTMENT (joint with the Planning Board)**

Applicant Diane Tomassetti introduced herself and reviewed her background and qualifications.

Questions were asked about potential conflict of interest due to current employer, meeting attendance, term and election process.

The term for this appointment would be through April 2024 Town election.

Ms. Tomassetti said she did not know of any conflicts and does plan to run during the April 2024 Town election. Ms. Ellison added that Ms. Tomassetti could contact the state to ask about potential conflict. Ms. Tomassetti advised both Boards that she could also consider working for another real estate company.

**Planning Board Motion:** Ms. Melanson motioned to appoint Diane Tomassetti to the Planning Board. Mr. Grant seconded. Roll Call Vote, Ms. Melanson in favor, Mr. Grant in favor, Ms. Simmons in favor, Mr. daSilva in favor, Mr. Lucas in favor, Ms. Fidalgo in favor and Mr. Carr in favor. The motion passed unanimously (7-0-0).

**Select Board Motion:** Mr. Espindola motioned to appoint Diane Tomassetti to the Planning Board for a term to end after the election date of April 2024. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Mr. Espindola noted the process for contacting state ethics is voluntary and Ms. Tomassetti would contact them herself if she had a question.

### **PUBLIC HEARING**

The Public Hearing for Eversource installation of 1 new FO pole and conduit under public road-Causeway Rd. opened at 6:49 p.m.

Ms. Powers read the notice (*Attachment A*)



Eversource Right of Way Agent Jessica Elder (via zoom) explained the application and changes from a prior installation request that was sent back to the engineering team at Eversource.

Public Comment: Dan Wood, 7 Causeway Road, said he attended the original public hearing in the spring because he lives at the corner of Causeway Road and Alder Street. He thanked Eversource for reconsidering the location.

The Public Hearing for Eversource installation of 1 new FO pole and conduit under public road-Causeway Rd. was closed at 6:53 p.m.

**Motion:** Mr. Espindola motioned to approve the Eversource installation of 1 FO pole on Causeway Road as written. Ms. Powers seconded. The motion passed unanimously (5-0-0).

### **PUBLIC HEARING**

The Public Hearing on Alves Way Street Acceptance opened at 6:54 p.m.

Mr. Espindola recused himself due to proximity to his home and exited the banquet room at 6:54 p.m.

Ms. Powers read the notice and description (*Attachment B*).

Joshua and Antonio Alves addressed the Board. Mr. Joshua Alves stated the petition was submitted and they are looking for the Select Board to approve the project so it can go to Special Town Meeting.

The Board reviewed the comments from Town Departments.

Public Comment: No public comment was received

The Public Hearing on Alves Way Street Acceptance was closed at 6:58 p.m.

**Motion:** Ms. Powers motioned to accept Alves Way as a public street as presented. Mr. Silvia seconded. The motion passed (4-0-1). Mr. Espindola abstained.

Mr. Espindola returned to the banquet room at 7:00 p.m.

**Motion:** Mr. Espindola motioned to take Item D1 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

### **TOWN ADMINISTRATOR REPORT:**

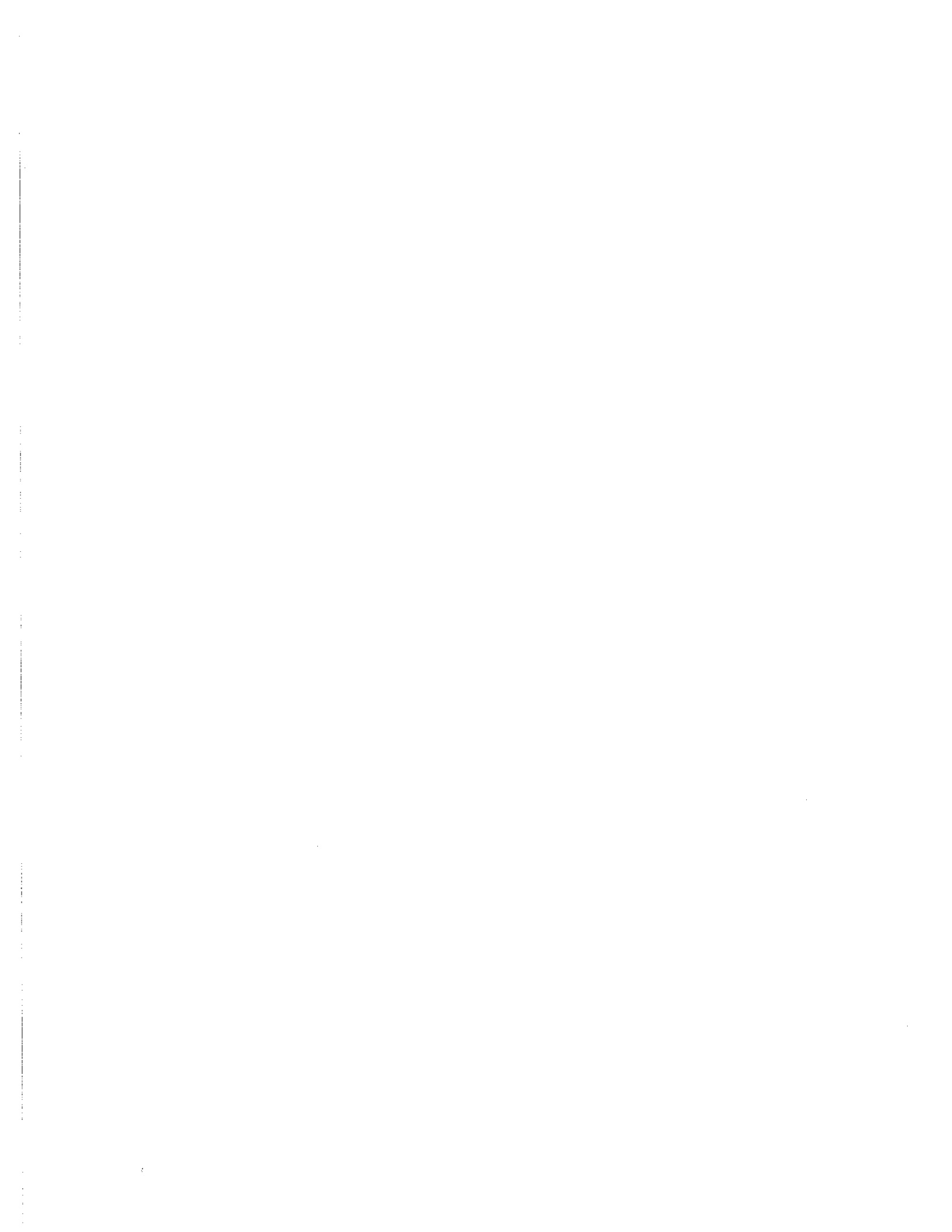
*Ms. Ellison updated the Board on:*

- Staff Update: Brad Fish is retiring as Veterans Service Officer (VSO) and newly hired VSO Michael Jenney is with Mr. Fish at a conference. Mr. Fish and Mr. Jenney attended via zoom. Ms. Ellison and the Board thanked Mr. Fish for his years of service. Mr. Jenney will begin on Monday, October 30, 2023.

**Motion:** Mr. Espindola motioned to approve and appoint Michael Jenney Veterans Service Officer effective October 30, 2023. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Mr. Correy announced that the Board was wearing pink in observance of Breast Cancer Awareness month, awareness should not only be in October.

A moment of silence was held for Todd Migliacci's father Dominic



- **Motion:** Mr. Espindola motioned to enter Executive Session pursuant to G.L. c. 30A, § 21(a)(1) To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual (Peter DeTerra) in addition pursuant to G.L. c. 30A, s. 21(a)(7) To comply with, or act under the authority of, G.L. c. 30A, s. 22, to review the minutes of Executive Sessions on August 7, 2023 and to return to Open Session. Ms. Powers seconded. Roll Call vote, Mr. Espindola in favor, Ms. Powers in favor, Mr. Murphy in favor, Mr. Correy in favor and Mr. Silvia abstained. The motion passed (4-0-1) Mr. Silvia abstained.

Mr. Silvia recused himself from both Executive Sessions and remained in the banquet room.

Atty. Petrini addressed the Board regarding communication via email from Mr. DeTerra's counsel confirming the matter will be conducted in Executive Session. Atty. Petrini further explained that under Open Meeting Law 21 (a) 1 (ii) Mr. DeTerra's counsel will attend the Executive Session as an advisor only, Mr. DeTerra would speak for himself. Mr. Deterra's counsel confirmed his role as an advisor.

Mr. Correy disclosed he has rented a bouncy slide from Mr. DeTerra's wife and a very distant connection via his wife's father's wife's son-in-law being the attorney representing Mr. DeTerra.

*The Select Board, Town Administrator, Atty. Petrini, Mr. DeTerra and Atty. Ruff exited the banquet room for Executive Session at 7:12 p.m.*

*The Select Board, Town Administrator and Atty. Petrini returned to the banquet room at 8:55 p.m.*

Mr. Silvia rejoined for Open Session at 8:55 p.m.

#### MINUTES

**Motion:** Mr. Espindola motioned to accept the October 11, 2023 minutes of the joint meeting with the Finance Committee. Ms. Powers seconded. The motion passed unanimously (5-0-0).

**Motion:** Mr. Espindola motioned to take Action Item E3 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

#### Rasputin's Tavern Deliberation

Atty. Tyler Henseler representing Rasputin's Tavern was present with Mr. Cebula

Ms. Ellison reviewed that since the meeting of September 18, 2023, the Board was provided guidance from Atty. Petrini. The hearing was closed on September 18, 2023 and the Board will deliberate on five dates, December 18, 2021, January 22, 2023, May 7, 2023, June 11, 2023 and September 6-7, 2023. For each of the dates and alleged violations the Board will deliberate as to responsible or not responsible for each.

#### Persons in possession of alcoholic beverages after hours

December 18, 2021 – responsible (5-0)

January 22, 2023 – responsible (5-0)

May 7, 2023 – responsible (4-1) Mr. Espindola-not responsible

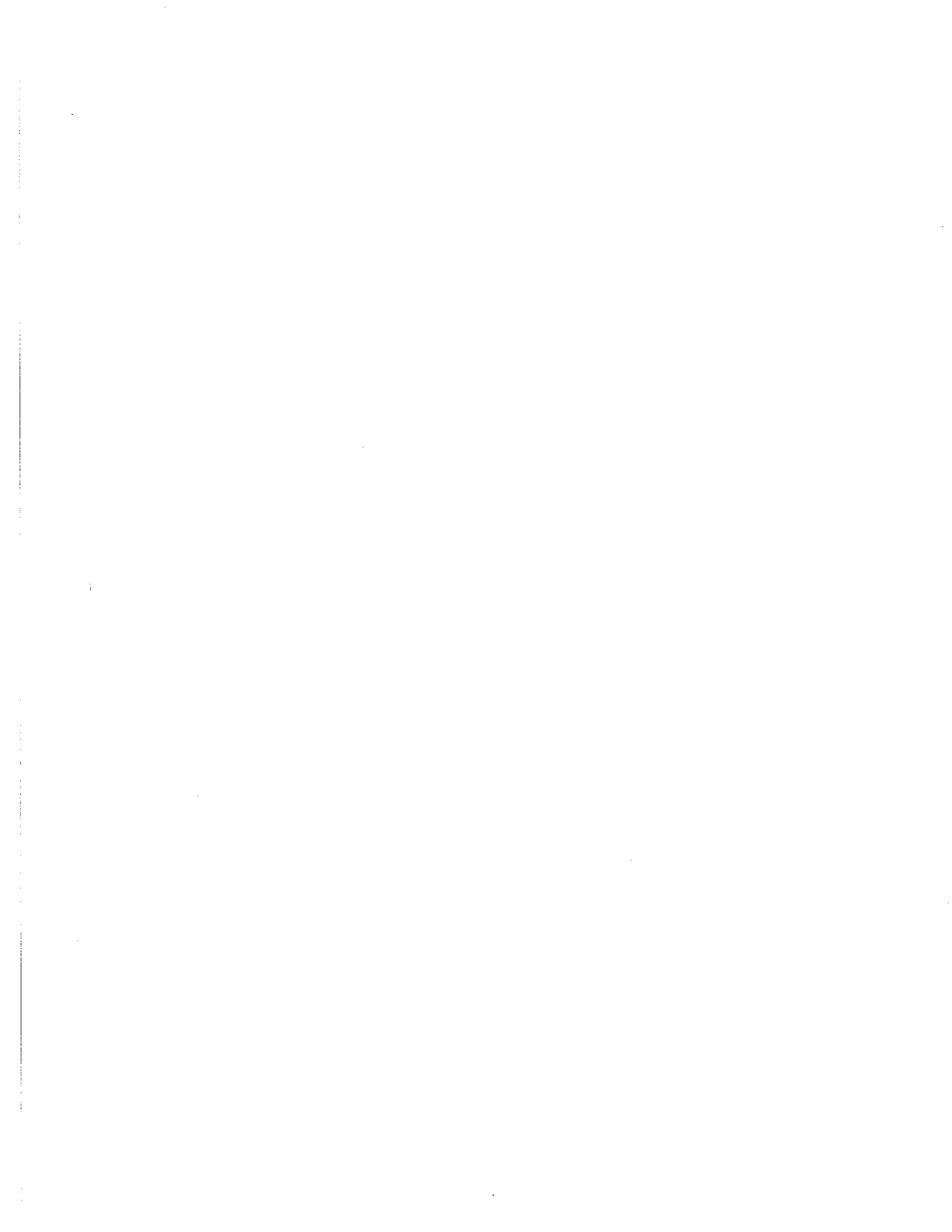
June 11, 2023 – responsible (4-1) Mr. Murphy-not responsible

#### Sale to underage persons

June 11, 2023 – not responsible (5-0)

#### Other violations of Board rules/regulations, ABCC or state law (sales to intoxicated persons)

May 7, 2023 – not responsible (3-2) Mr. Correy and Mr. Silvia-responsible



**Other violations of Board rules/regulations, ABCC or state law (disturbance of peace)**

September 6-7, 2023 – responsible (5-0)

May 7, 2023 – responsible (3-2) Mr. Espindola and Mr. Murphy-not responsible

Mr. Correy recapped the dates of alleged violations the Board voted as responsible and confirmed with Select Board clerk Ms. Powers.

**Motion:** Mr. Espindola motioned for persons in possession of alcoholic beverages after hours the Board finds Rasputin's Tavern responsible on December 18, 2021, January 22, 2023, May 7, 2023 and June 11, 2023. And for Other violations of Board rules/regulations, ABCC or state law disturbance of peace on September 6 through 7, 2023 and May 7, 2023. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Discussion ensued regarding penalty days minimum and maximum per violation the Board could impose. Mr. Espindola asked if the Board could ask the owner questions about the security plan. Atty. Petrini advised that although the Board could ask clarifying questions it is not part of the hearing record.

Discussion ensued regarding the Board's proposed suggestions to amend the 2019 security plan (*Attachment C*). The ID scanner at the door be in operation and notify the police within twenty-four hours if it is inoperable.

Mr. Correy asked if a penalty could be imposed and, on the penalty, have a pending condition to update security requirements and prove compliance. Atty. Petrini advised the Board could consider options.

Mr. Espindola asked about consideration of delaying the imposition of penalties during the appeal process and determining if they have addressed the issues raised in the September 18, 2023 hearing regarding the 2019 security plan. Atty. Petrini advised that the Board could hear from Rasputin's counsel tonight if they chose. Further, the Board can decide whether to entertain a short suspension of imposing penalties to allow the appeal process to play out.

Ms. Ellison asked if the Board was considering having Town Counsel work with Rasputin's counsel on updates to the security plan and imposing a 30-day stay to allow for the appeal process in court. Based on the Board's earlier vote on violations, the minimum number of penalty days is twelve and the maximum is fifty-six.

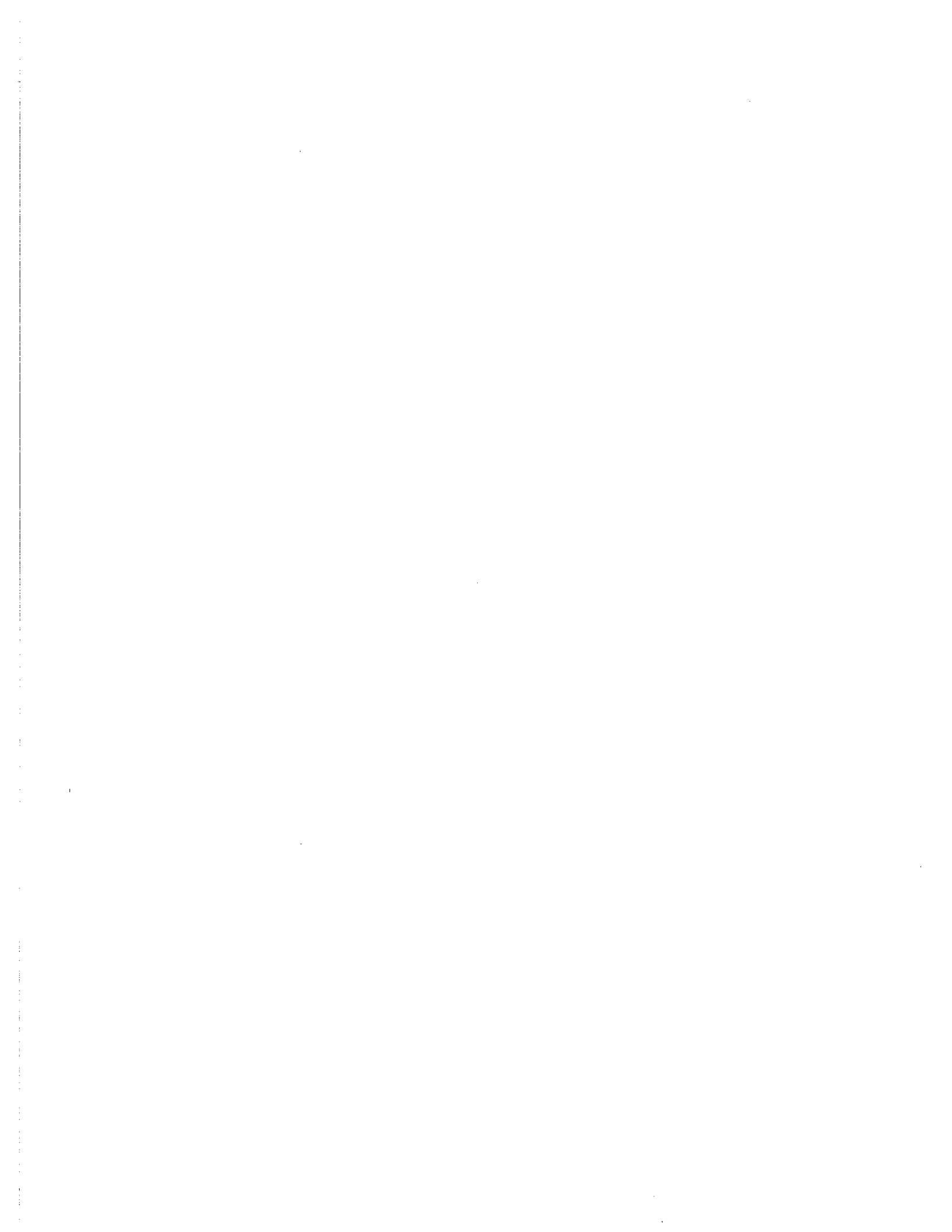
**Motion:** Mr. Espindola motioned to vote for the minimum potential days of penalties as outlined as twelve for the occurrences listed and voted on prior with a stipulation that the security plan be updated to the satisfaction of the Select Board through communication with Town Counsel and the counsel for the owner of the property and review the revised security plan at a subsequent date and the stipulations being that the police department in Fairhaven need to be notified whenever the ID scanner or the security camera is not functional within one day and there also be a log of the minimum security on duty and that log kept on premises for review by the Fairhaven Police Department. Ms. Powers seconded.

After discussion on potential amendments to the security plan, incentive to abide by the plan and how to gain compliance from Rasputin's, Mr. Espindola rescinded his motion and Ms. Powers rescinded her second.

**Motion:** Mr. Silvia motioned to follow the established security plan from 2019 with the addition that there would be notification if the cameras or ID scanner are down and impose a penalty of fifty-six days. Ms. Powers seconded. The motion failed (2-3-0) Ms. Powers, Mr. Murphy and Mr. Espindola opposed.

Discussion regarding amending the plan continued.

**Motion:** Mr. Espindola motioned to delay the decision until the next meeting and during that time, the Town Counsel would work with Rasputin's Counsel to come up with proposed amendments to the





security plan based on the discussion and present it for a vote at the next meeting and also a vote on the number of days. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Atty. Petrini asked Atty. Henseler to propose updates to the plan based on the discussion tonight.

Atty. Henseler addressed the Board and expressed their openness to working with the Town to ensure compliance to an updated plan. He reiterated they feel they have a robust appeal to the ABCC if penalties are imposed.

### **TOWN ADMINISTRATOR REPORT**

*Ms. Ellison continued her update:*

- The state has placed twenty families to date at the Seaport. It has been a team effort to connect the families with resources. Being in the state system means they are documented. Needs at this time with winter clothing. Thank you to the faith-based organizations and the community for their response as well as staff that have volunteered.
- Financial Policy Committee representatives from School and Finance Committee are in the process of being determined by the respective committees at this time. Additional follow-up will take place once they are identified.
- Kari Tyler resigned from the Historical Commission, there are currently two open positions on the Historical Commission, if interested please go to the volunteer page on the Town's website.
- There is an open position as the Select Board's appointee on the Millicent Library Board of Trustees, if interested, please apply.
- Board/Committee Handbook and Policies. Trainings have been completed and there will be one tentative on November 21<sup>st</sup> for the Planning Board and Zoning Board of Appeals specific to their roles and the scope of work. If the Board has any suggestions for additional updates within the handbook, please reach out to Ms. Ellison.
- Department updates will start to be scheduled for future Select Board meetings. Department Heads will rotate through.
- Town Hall lights ceremony was through the efforts of many including Mr. Silvia and Mr. Isaksen. One correction to note being that the Town did purchase one light which is at the handicap entrance/ramp. Mr. Correy thanked Mr. Silvia for his hard work on the project, he stays out of the spotlight. Mr. Espindola recognized Mr. Silvia and added there were four others, Wayne Oliveira, Nils Isaksen, Gary Lavalette and Frank Fostin. Mr. Silvia added that there was one evening that a passerby stopped and stayed and helped, team effort. Mr. Murphy said the new lights were very nice and thanked Mr. Silvia and crew.
- Diversity, acceptance and respect. Ms. Ellison addressed the Board about recent events and the how some responses either towards her, the staff or others in the community and some that have crossed the line with baseless information or character assassinations including some with racial implications. Everyone can agree or disagree and she encourages the community to accept differences respectfully and for the Board to hold to a high standard and not allow. The Board commented in support of community respect for each other and differences of opinion.

### **Creation of Gift Account for Unsheltered Families**

Ms. Ellison explained that this account is for those who have looked to donate money in support of the unsheltered families. The motion was amended to include the Town Administrator is authorized to expend the funds.

**Motion:** Mr. Espindola motioned to create a gift account for monetary donations to the unsheltered families and to authorize the Town Administrator to expend the funds. Ms. Powers seconded. The motion passed unanimously (5-0-0).

### **Recognition of M.O.L.I.F.E 2023 Katie Brienzo Personal Achievement Award Recipient, Terry Lopes**

Mr. Correy read the recognition of Terry Lopes from M.O.L.I.F.E. and the Board signed a certification of



recognition for his achievement.

**Motion:** Mr. Espindola motioned recognition to Terry Lopes as the Katie Brienzo Personal Achievement award recipient for 2023 as written. Ms. Powers seconded. The motion passed (4-0-1) Mr. Murphy abstained.

**Proclamation: National Disability Employment Awareness Month**

Mr. Correy read the proclamation submitted by the Fairhaven Commission on Disability

**Motion:** Mr. Espindola motioned for a proclamation for the National Disability Employment Awareness Month as written. Ms. Powers seconded. The motion passed unanimously (5-0-0).

**Buzzards Bay Coalition (BBC) notice of intent to sell two parcels of land**

Ms. Ellison asked the Board to provide direction on their right of first refusal to purchase the parcels (*Attachment D*).

Discussion ensued regarding the history of the parcels and if this was land previously given by the Town to the BBC. The Board requested a review with the BBC to get a full understanding prior to moving forward. Ms. Ellison will contact the BBC.

**Special Town Meeting Warrant: Article 15 reconsideration**

Ms. Ellison explained that the Town Moderator and Town Counsel have reviewed and had concerns on article 15 regarding the Select Board's recommendation. They both deemed this request to be unactionable by Town Meeting Members based on how it was written and ask the Board to reconsider the recommendation to be pass over instead of yield to petitioner.

**Motion:** Mr. Espindola motioned to reconsider recommendation of yield to petitioner made on October 11, 2023 regarding article 15, citizen's petition. Ms. Powers seconded. The motion passed unanimously (5-0-0).

**Motion:** Mr. Espindola motioned to recommend pass over on article 15. Ms. Powers seconded. The motion passed unanimously (5-0-0).

**CORRESPONDENCE**

- Invitation to the Select Board to the Veterans Day Parade on Saturday, November 11, 2023

**COMMITTEE LIAISON REPORT**

*Mr. Espindola reported on:*

Broadband Study Committee, Massachusetts Broadband Coalition, MassDOT-Fairhaven-New Bedford Bridge Meeting, SRPEDD Commission, Fairhaven Bikeway Committee (*Attachment E*)

*Ms. Powers reported on:*

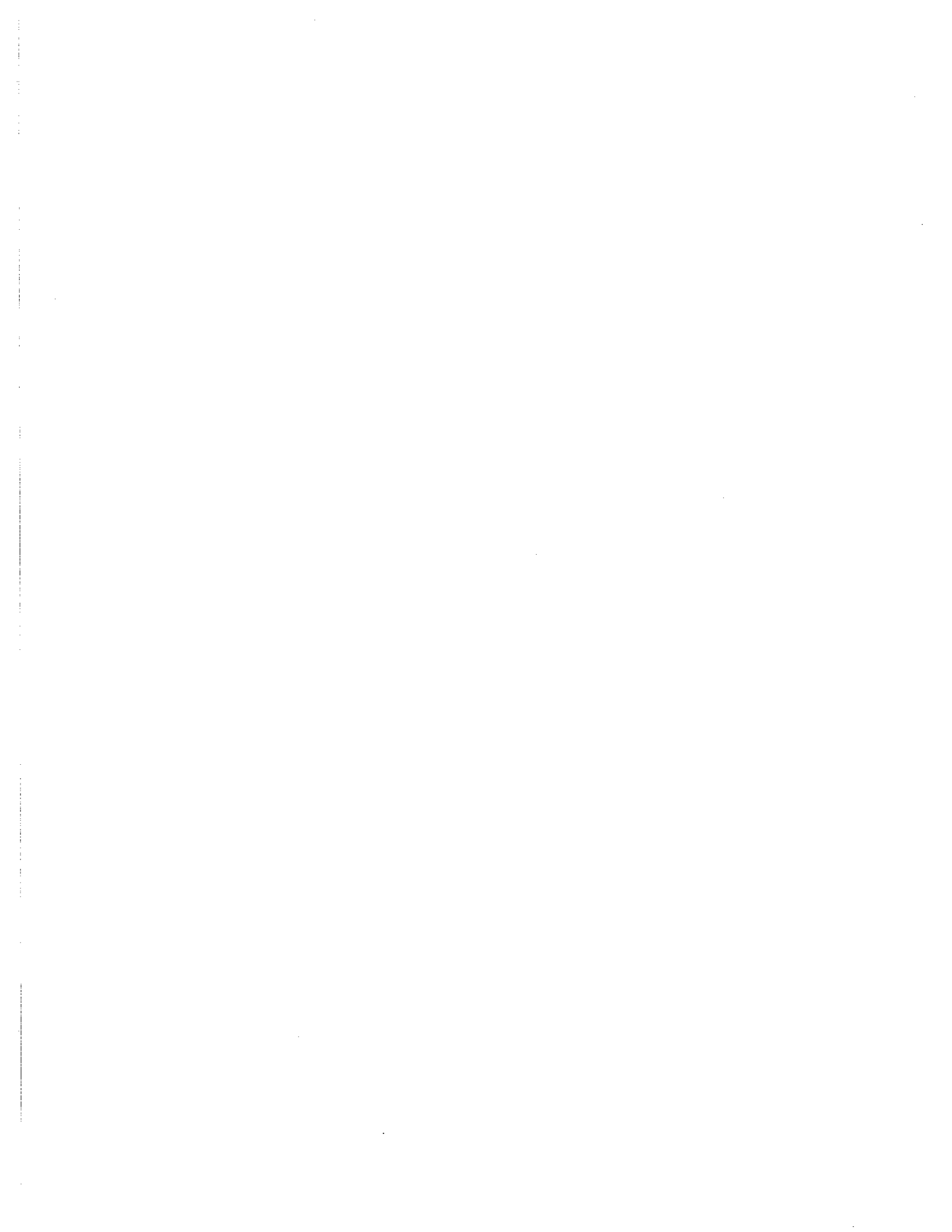
The Bristol County Advisory Board meets on November 9, 2023, Economic Development is planning a business night event at Town Hall on Thursday, November 16, 2023 and invitations will be sent out. The Tree Warden has trees to plant if anyone is interested he is looking for locations and stewards of the trees to care for and maintain once planted.

*Mr. Murphy reported on:*

The 18<sup>th</sup> Manjiro Festival was held on October 7, 2023. Lagoa met and they sent a group photo to the mayor of Lagoa and presented one to Ms. Ellison.

*Mr. Silvia reported on:*

The Commission on Disability has applied for an ADA grant and study and they had a table at the Kids Fest.



*Mr. Correy reported on:*

Digital Equity is still taking survey responses-see the link in news and announcements on the Town Website or social media pages, SRTA did not have a quorum but did recently decided to maintain the routes in Fairhaven. Belonging Committee did not meet (no quorum).

**PUBLIC COMMENT** – none received

**BOARD MEMBER ITEMS**

Mr. Silvia asked for a clarification of the role of liaisons with staff and Select Board. Ms. Ellison explained there are staff liaisons and Select Board. The Select Board liaison role is somewhat a record keeper to attend and report back to the collective with each individual Board member deciding specifics on the role whether it be to attend and report back or take a more active role. If a board or committee is having an issue it can be brought back for discussion as well. The role can also be to help them maintain their mission and be productive.

Mr. Correy suggested if there is a need we can add to a future agenda for further definition. Ms. Ellison said that all boards also have staff liaisons now

Mr. Espindola said for the new Financial Policy Committee it is important to understand their goals.

Mr. Correy reminded everyone to get involved

**Meeting adjourned at 10:41p.m.**

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

**ATTACHMENTS:**

- A. Public Hearing: Eversource
- B. Public Hearing: Alves Way
- C. Rasputin's Tavern Security Plan 2019
- D. BBC notice of intent to sell
- E. Committee Liaison Report – Robert Espindola

Approved on November 6, 2023





# Fairhaven

Massachusetts

September 28, 2023

## NOTICE OF PUBLIC HEARING

### Installation of New Pole/Conduit

Notice is hereby given that it is the intention of the Select Board to accept the installation of 1 new FO pole on Causeway Rd and approximately 3207' of conduit under the public road. Also, to install approximately 491' of underground conduit and cable to Alder St. The overall purpose is to increase reliability to West Island, Fairhaven.

Prepared for: Eversource NSTAR Electric DBA Eversource Energy.

It is the intention of the Select Board office to review said proposal as a town and will meet in the Banquet Room at the Fairhaven Town Hall, 40 Center Street, Fairhaven, MA on Monday October 23, 2023 at 6:40 p.m. to hear interested parties. A copy of the plan is on file in the Select Board's Office.

Town of Fairhaven  
Select Board Office  
40 Center St  
Fairhaven, MA



## Legal Notice Fairhaven Street Acceptance

OCTOBER 4, 2023 BY STAFF WRITER

TOWN OF FAIRHAVEN

STREET ACCEPTANCE HEARING

Alves Way in Fairhaven Massachusetts as depicted on the plan entitled "THE COMMONWEALTH OF MASSACHUSETTS STREET ACCEPTANCE PLAN FOR ALVES WAY PREPARED FOR THE TOWN OF FAIRHAVEN, BRISTOL COUNTY." As prepared by Nesra Engineering, dated 8/30/23 and further described as follows.

Beginning at a concrete bound with drill hole on the Westerly Side of Sconticut Neck Road in Fairhaven Massachusetts at a corner of a property now or formerly of Avila Jules M. Jr and Loretta thence proceeding along Alves Way  $S50^{\circ}41'45''W$  for a distance of 146.77' to a concrete bound with a drill hole, thence proceeding along the same road, with a radius of 669.52 degrees for a distance of 248.76 to another concrete bound with a drill hole, thence continuing along the 30.00' left radius of the cul-de-sac for a distance of 25.51' to another bound at the cul-de-sac reverse radius of 50.00' for a distance of 246.55 ft to another bound with drill hole and at the right radius of 30.00' for a distance of 28.39' to another bound with a drill hole, thence continuing along the roadway at a radius of 629.52' for a distance of 227.12' to a concrete bound with a drill hole, thence along the linear portion of the road  $S50^{\circ}41'45''W$  a distance of 144.99 ft to a bound on the westerly side of Sconticut Neck Road, then traveling  $S38^{\circ}41'10''E$  along the westerly line of Sconticut Neck Road to the point of beginning.

The Selectboard will have a hearing on October 23, 2023 at 6:50. It will be held at the Fairhaven Town Hall 40 Center Street Fairhaven, MA 20719.

FNN: 10/5/23

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[Click here to download the 10/5/23 issue: 10-05-23 GrangeFair](#)

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FILED UNDER: LEGAL NOTICES



EXHIBIT B

AGREEMENT

This agreement is entered into this <sup>31st</sup> day of July 2019 by the Board of Selectmen for the Town of Fairhaven, as the licensing authority for the Town of Fairhaven pursuant to MGL c. 138 (the "Board"), and Fourth and Long, Inc., d/b/a Rasputin's Tavern ("Rasputin's") (collectively, the "Parties").

Whereas, Rasputin's is the holder of an All Alcohol Beverages license issued by the Town of Fairhaven pursuant to G.L. c. 138, a common victualler's license issued pursuant to G.L. c. 140, and a restricted entertainment license issued pursuant to G.L. c. 140; and

Whereas, the Board issued to Rasputin's a notice of hearing on the following alleged violations:

- Alcoholic beverages were sold or supplied to under age persons in violation of G.L. c. 138§34, and the Town of Fairhaven Alcoholic Beverage Regulations 204-7 (a).
- Alcoholic beverages were sold or supplied to intoxicated persons in violation of G.L. c. 138§69, and the Town of Fairhaven Alcoholic Beverage Regulations 204-6.
- The sale and use of illegal drugs occurred in, on or around the licensed premises in violation of 204 CMR 2.05 (2).
- Disturbances of the peace, including but not limited to noise, fighting, and public urination, and the possession and use of an explosive device (since the June 3, 2019 hearing), occurred in, on or around the licensed premises in violation of 204 CMR 2.05(2).
- Alcoholic beverages were dispensed in an unsanitary manner, in the form of so-called "body shots", in violation of 204 CMR 2.05 (8).
- Employees of the licensee were allowed to dance on the bar, causing an unsanitary condition in violation of 204 CMR 2.05 (8).
- Employees of the licensee provided entertainment in violation of your limited entertainment license, in the form of dancing on the bar while clad in bikinis, in violation of G.L. c. 136 §4 and 204 CMR 2.05 (2); and

Whereas, a hearing on the alleged violations was held by the Board on June 3, 2019, and on July 22, 2019 at which the Board made specific findings with regard to the alleged violations; and

Whereas, under the provisions of the Alcoholic Beverages Regulations of the Town of Fairhaven, the minimum combined penalty for the alleged violations would be sixteen days suspension; and

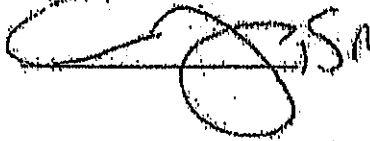
Whereas, the Parties wish to resolve all disputes between them regarding the alleged violations and to avoid further proceedings, including appeals;

Therefore, the Parties agree as follows:

1. The Board will reconsider and amend its findings of July 22, 2019 and find no violations for the following alleged violations:

- Alcoholic beverages were sold or supplied to under age persons in violation of G.L. c. 138§34, and the Town of Fairhaven Alcoholic Beverage Regulations 204-7 (a);
  - Alcoholic beverages were sold or supplied to intoxicated persons in violation of G.L. c. 138, §69, and the Town of Fairhaven Alcoholic Beverages Regulations 204-6;
  - The sale and use of illegal drugs occurred in, on or around the licensed premises in violation of 204 CMR 2.05 (2).
2. Based on its findings that the remaining alleged violations (excluding the reference to an explosive device) occurred, the Board imposes an eight day suspension of the sale of alcoholic beverages by Rasputin's for eight (8) days, and that suspension to occur from August 1, 2019 to August 8, 2019 inclusive.
  3. Rasputin's waives any and all rights of appeal from the findings and penalty as set forth in Paragraph 2, above.
  4. Rasputin's will apply for approval of a change in manager to be heard by the Board at its meeting on September 9, 2019. Should the current Manager of Record, Mathew Cebula, cease his commercial fishing activities and/or otherwise have the time to devote himself to acting as Manager of Record, nothing herein shall prejudice Mr. Cebula's right to apply for said position of Manager of Record.
  5. Rasputin's will comply with the security plan attached hereto as Exhibit A.

Town of Fairhaven Board of Selectmen,  
By Charles Murphy, Chairman



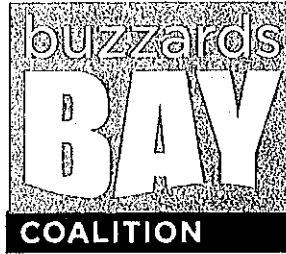
Fourth and Long, Inc, d/b/a Rasputin's Tavern  
By its Mathew Cebula, President



## Exhibit A

### Security Plan

1. There will be a "manager log". The manager log will be maintained behind the bar and it will provide law enforcement the name, cell phone, and address of all the on-duty managers. The log will also include the past on-duty managers listed daily. There will be a designated manager on duty at all times the bar is open.
2. There will be "ID scanner" at the front door to assure persons entering will be over the age of twenty-one.
3. There will be the following minimum security on duty :
  - Saturday through Thursday, 10:00 pm to closing- One security personnel
  - Friday, 1pm to 10:00pm - One security personnel
  - Friday, 10 pm to closing- Two security personnel
4. The security personnel will be responsible for the following:
  - Entry of persons over 21 only (use of scanner at entrance)
  - Assuring restrooms are not overly crowded or groups entering at the same time
  - Notify bartenders if person is intoxicated
  - Assure people are not bringing in their own alcohol, nor are they exiting the premises with alcoholic beverage.
  - Call police when there is a disturbance
  - Make sure there is one security personnel outside at the time of closing to assure people are moving along
  - Make sure employees are not dancing on table, bar, or doing body shots.
5. The manager will make sure that security cameras are working and that they are recording and, if necessary, provide recordings to law enforcement to assist in any investigation.



## Attachment D

September 20, 2023

### STATEMENT OF INTENT TO SELL

To: Town of Fairhaven, Select Board  
Town of Fairhaven, Board of Assessors  
Town of Fairhaven, Planning Board  
Town of Fairhaven, Conservation Commission

By hand delivery to: each office  
Town Hall, 40 Center Street  
Fairhaven, Massachusetts 02719  
(See copy of Affidavit attached)

Massachusetts State Forester  
c/o Bureau of Forest Fire Control and Forestry  
Department of Conservation and Recreation  
251 Causeway Street, 9th Floor  
Boston, Massachusetts 02114

By Certified Mail  
(See copy of Affidavit attached)

Greetings:

### STATEMENT

#### **Please accept this letter as a Statement of Intent to Sell**

It is the intent of Buzzards Bay Coalition, Inc. ("BBC") to sell the two (2) parcels of land identified as Lot 27 and Lot 28 on the attached plan of land.

The intended purchasers of the said parcels are identified, along with the intended purchase price, in the attached copies of the in force Purchase and Sale Agreements ("Agreements") which have been certified. It is BBC's belief that the said Agreements evidence bona fide offers to purchase each parcel.

To the best of BBC's knowledge, the intended purchasers each wish to utilize each parcel for residential use.

To the best of BBC's knowledge, the subject parcels have been categorized by the Town of Fairhaven as Chapter 61A – Agricultural – Horticultural land for the past 10 years or longer.

It is understood that the Town of Fairhaven has a period of 120 days from the date of this Notice was hand delivered to Town Hall or placed in the mail, certified return receipt requested (which ever date is later) to determine whether it wishes to exercise its right of first refusal option to meet the bona fide offers to purchase the described lands. However, BBC would be grateful if a decision could be made sooner than that time in order to move to closing upon approval of the pending subdivision plan by Land Court.

BBC acquired the former Jenney property in July 2022 for conservation purposes. We are working with federal Department of Agriculture to place an agricultural restriction on the farm and its fields and then find an owner that will continue to farm the property. At the same time, we are selling off the existing house close to Scoticut Neck Road and a second house lot to help fund our initial acquisition. Each lot's existing field (along the road) will be deed restricted to remain a field.

If additional information is required, please contact Allen Decker at the BBC office or at (508) 999-6363 x 204 or [decker@savebuzzardsbay.org](mailto:decker@savebuzzardsbay.org).

Thank you for your attention to this matter.

Sincerely,



Allen D. Decker  
Director of Land Protection

Enclosures:

- 1) Notice of Intent to Sell
- 2) Affidavit as to Hand Delivery to Fairhaven Town Offices (4)
- 3) Affidavit as to Certified Mail to Massachusetts State Forester
- 4) Copy of Purchase and Sale Agreement for Lot 27 (a/k/a Parcel A) and Certification
- 5) Copy of Purchase and Sale Agreement for Lot 28 (a/k/a Parcel B) and Amendment of Purchase and Sale Agreement and Certification
- 6) Copy of deed of subject property to Buzzards Bay Coalition, Inc. dated June 21, 2022 and filed as Document 133237 in the Bristol County (Southern District) Registry of Deeds Division of the Land Court
- 7) Copy of plan entitled "Approval Not Required Plan of Land, Assessors Map 29 Lots 18 & 18D, 427 & 431 Scoticut Neck Road, Fairhaven, Massachusetts" by Farland Corp. dated February 21, 2023 latest revision June 7, 2023
- 8) Airphoto map

## NOTICE OF INTENT TO SELL

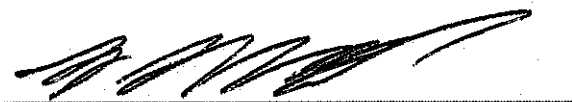
This Notice of Intent to Sell relates to property owned and described as follows:

- Owner: Buzzards Bay Coalition, Inc.  
114 Front Street  
New Bedford, Massachusetts 02740
- c/o Allen Decker  
Director of Land Protection  
Phone: (508) 999-6363 x 204  
Email: [decker@savebuzzardsbay.org](mailto:decker@savebuzzardsbay.org)
- Location: Land identified as Lots 27 and 28 on Sconticut Neck Road in Fairhaven, Massachusetts on a plan by Farland Corp. with a latest revision date of June 7, 2023 (copy of plan attached)
- Legal Ref: Both lots are part of the premises acquired by Buzzards Bay Coalition, Inc. in a deed filed as Document 133237 in the Bristol County (Southern District) Registry of Deeds Division of the Land Court (copy of deed attached)
- Assessors Ref: Lot 27 is currently identified as Map 29, Lot 18  
Lot 28 is currently identified as a portion of Map 29, Lot 18D
- Size: Lot 27 is 80,338± square feet per said plan  
Lot 28 is 66,655± square feet per said plan
- Proposed Use: Residential

**AFFIDAVIT**

I, John Chester, being a staff employee of Buzzards Bay Coalition, Inc., do hereby swear that on SEPTEMBER 20TH, 2023, I personally hand delivered a package collectively enclosing a Notice and Statement of Intent to Sell land located on Sconticut Neck Road, Fairhaven, Massachusetts and identified as Assessors Map 29, Lot 18 (Lot 27 on the plan enclosed in the said package) and a portion of Assessors Map 29, Lot 18D (Lot 28 on the plan enclosed in the said package) to the following offices at Fairhaven Town Hall:

Fairhaven Select Board  
Fairhaven Board of Assessors  
Fairhaven Planning Board  
Fairhaven Conservation Commission

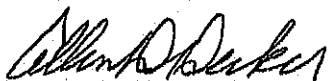


John Chester

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BRISTOL

On this 20th day of September, 2023, before me, the undersigned notary public, personally appeared, John Chester, who proved to me through satisfactory evidence of identification, which was being personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Allen D. Decker

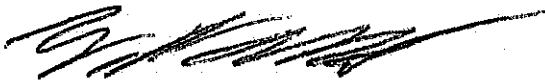
Notary Public

My Commission Expires: 12/21/2025

**AFFIDAVIT**

I, John Chester, being a staff employee of Buzzards Bay Coalition, Inc., do hereby swear that on SEPTEMBER 20TH, 2023, I mailed this day by certified mail, return receipt requested, a package collectively enclosing a Notice and Statement of Intent to Sell land located on Sconticut Neck Road, Fairhaven, Massachusetts and identified as Assessors Map 29, Lot 18 (Lot 27 on the plan enclosed in the said package) and a portion of Assessors Map 29, Lot 18D (Lot 28 on the plan enclosed in the said package) to the following:

Massachusetts State Forester  
c/o Bureau of Forest Fire Control and Forestry  
Department of Conservation and Recreation  
251 Causeway Street, 9th Floor  
Boston, Massachusetts 02114



John Chester

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BRISTOL

On this 20<sup>th</sup> day of September, 2023, before me, the undersigned notary public, personally appeared, John Chester, who proved to me through satisfactory evidence of identification, which was being personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Allen D. Decker

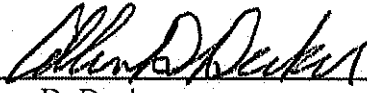
Notary Public

My Commission Expires: 12/21/2029



CERTIFICATION


I, Allen D. Decker, being an attorney licensed by the Commonwealth of Massachusetts, do hereby swear that the document attached to this Certificate represents a valid and complete copy of a Purchase and Sale Agreement, dated December 23, 2022 by and between Buzzards Bay Coalition, Inc. and Timothy and Phonephanh Macy for land with any and all buildings thereon known as Assessors Map 29, Lot 18 (a/k/a 431 Sconticut Neck Road, Fairhaven, Massachusetts 02719).

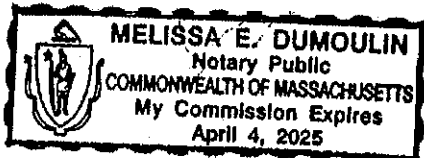
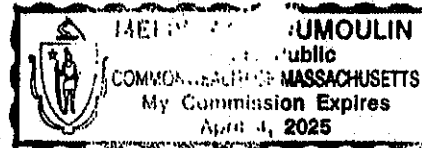
  
\_\_\_\_\_  
Allen D. Decker  
BBO # 662977

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BRISTOL

On this 20th day of September, 2023, before me, the undersigned notary public, personally appeared, Allen D. Decker, who proved to me through satisfactory evidence of identification, which was License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: April 4, 2025



# Purchase and Sale Agreement

Between

Buzzards Bay Coalition, Inc.

&

Timothy and Phonephanh Macy

This 23 day of December, 2022

## 1. Parties and Mailing Addresses

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

agrees to SELL, and

Timothy and Phonephanh Macy ("BUYER")  
9506 Sumac Circle  
San Antonio, TX 78266, or its assigns

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

## 2. Description

That certain parcel of land in the Town of Fairhaven comprising approximately 2 acres, more or less, having a current address of 431 Sconticut Neck Road ("Premises") and generally depicted on that certain map identified as Exhibit "A" and attached hereto and incorporated herein by reference.

For SELLER's title see Certificate of Title No. 25952 registered with the Bristol County South Land Court Registry District.

Included in the sale as part of the Premises is the existing house (and all fixtures, built-ins and contents therein) and any other structures and improvements now thereon.

## 3. Title Deed

Said Premises to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- a. provisions of existing building and zoning laws;
- b. such taxes for the then current year as are not due and payable on the date of the delivery of the deed;

- c. any liens for municipal betterments assessed after the date of this Agreement;
- d. easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said Premises as a single family home; and
- e. Chapter 61A lien registered as Document 86752 in the Bristol County South Land Court Registry District.

4. Plans

The SELLER shall pay for a plan to be recorded to describe the Premises and deliver it in form adequate for recording or registration.

5. Registered Title

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

6. Purchase Price

The agreed upon purchase price for said Premises is Four Hundred Fifty Thousand and No/100ths Dollars (\$450,000.00) ("Purchase Price") with a deposit of Twenty Thousand and No/100ths Dollars (\$20,000.00), the receipt and sufficiency of which is acknowledged by the SELLER, and the balance of the Purchase Price is to be paid in full by certified, cashier's, treasurer's or bank check or wired funds at the time of delivery of the deed.

7. Time For Performance: Delivery of Deed

Such deed is to be delivered on or before 10:00 AM on February 17, 2023 ("Closing Date"), at the Bristol County (Southern District) Registry of Deeds, unless otherwise agreed upon in writing by the parties or unless otherwise extended in accordance with the provisions of this Agreement. It is agreed that time is of the essence for this Agreement. The parties hereto agree that the time of performance may be accelerated to an earlier date such as mutually acceptable to the BUYER and SELLER.

8. Possession and Condition of Premises

Full possession of said Premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of delivery of the deed, said Premises to be then:

- a. in the same condition as it now is, reasonable use and wear thereof excepted;
- b. not in violation of said building and zoning laws; and
- c. in compliance with provisions of any instruments referred to in Paragraph 3 above.

The BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this paragraph.

9. Extension to Perfect Title or Make Premise Conform

Excluding the time required to obtain the approval of any required plan by the Land Court and to obtain any release of the Chapter 61A Lien from the Town, if the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, SELLER shall use reasonable efforts to remove any defects in title, to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the Closing Date, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days. SELLER shall not be obligated to expend more than Two Thousand Two Hundred Fifty and No/100ths Dollars (\$2,250.00) in using reasonable efforts hereunder exclusive of monetary encumbrances.

10. Failure to Perfect Title or Make Premises Conform

If, at the expiration of the extended time, the SELLER shall have failed to remove any defects in title, deliver possession, or to make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

11. Buyer's Election to Accept Title

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay, therefore, the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either:

- a. pay over or assign the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or
- b. if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

12. Acceptance of Deed

The acceptance of a deed by the BUYER or its nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the Closing Date.

13. Use of Money to Clear Title

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, except instruments, such as discharges from institutional lenders, which are customarily recorded after the closing.

14. Insurance

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

15. Adjustment of Expenses

Water and sewer use charges, if any, and fuel oil value, if any, shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the BUYER at the time of delivery of the deed.

16. Adjustment of Real Estate Taxes

Real property taxes for the then current tax year shall be apportioned as of the Closing Date in accordance with the practice standards of the Real Estate Bar Association of Massachusetts ("REBA"), or its successor organization, and the net amount thereof shall be deducted from, or added to the Purchase Price payable by the BUYER to the SELLER, as the case may be provided however that the SELLER shall be responsible for the payment of any conveyance penalties or roll back real property taxes associated with the sale of the Premises.

17. Adjustment of Unassessed and Abated Taxes

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with the reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes, which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

**18. Broker's Fee**

A total Broker's Fee for professional services of five percent (5%) of the Purchase Price is due from the SELLER as two and one-half percent (2.5%) to Chris Demakis of Demakis Family Real Estate, Inc. and two and one-half percent (2.5%) to Justin Mandese of Real Broker MA, LLC, the Broker(s) herein, but if the SELLER pursuant to the terms of Paragraph 21 hereof retains the deposit(s) made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this Agreement, whichever is the lesser.

**19. Broker(s) Warranty**

The Brokers named herein, Chris Demakis of Demakis Family Real Estate, Inc. and Justin Mandese of Real Broker MA, LLC, warrant that the Brokers are duly licensed as such by the Commonwealth of Massachusetts.

**20. Deposit(s)**

All deposit(s) made hereunder shall be held in an escrow account by Demakis Family Real Estate, Inc. as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance under this Agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this Agreement pending instructions mutually given by the SELLER and the BUYER.

**21. Buyer's Default Damages**

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law or in equity for any breach hereunder.

**22. Liability of Trustee, Shareholder, Beneficiary**

If the SELLER or BUYER execute this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

**23. Warranties and Representations**

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

NONE MADE OR RELIED UPON.

#### 24. Financing Contingency

BUYER'S obligations hereunder are subject to, and conditioned upon, the issuance of a commitment letter by an institutional mortgage lender or mortgage broker ("Lender") to BUYER on or before February 2, 2023 ("Contingency Date") in which Lender agrees to lend up to Three Hundred Fifty-six Thousand and No/100ths Dollars (\$356,000.00) at the prevailing interest rate with zero (0) points for a term of thirty (30) years with the Premises having an appraised value at or above Four Hundred Forty Thousand and No/100ths Dollars (\$440,000.00), based solely upon the security of a mortgage on the Premises in order for BUYER to purchase the Premises. The BUYER shall have an obligation to act reasonably diligently to satisfy any Lender condition within the BUYER's control. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted one (1) application for financing by December 21, 2022.

If a commitment letter is not issued by the Contingency Date in accordance with the terms described above, and BUYER has received written denial of financing from the Lender by the Contingency Date, BUYER shall have the right to terminate this Agreement on notice to the SELLER no later than one (1) calendar day after the Contingency Date. BUYER shall deliver a copy of the financing denial letter to SELLER with the notice of termination. In the event that said notice is not timely received by SELLER, this condition is deemed waived. In the event of such termination, all parties shall be relieved of any liability to the other by reason of this Agreement.

#### 25. Construction of Agreement

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this agreement nor are they to be used in determining the intent of the parties to it.

#### 26. Practice Standards

Any matter or practice arising under or related to this Agreement which is the subject of a practice standard of REBA, or its successor organization, shall be governed by such standard to the extent applicable.

#### 27. Internal Revenue Service Documents

Simultaneously with the delivery of the deed for the fee interest in the land, SELLER shall execute and/or deliver:

- a. An affidavit satisfying the requirements of § 1445 of the Internal Revenue Code and regulations issued there under which states, under penalty of perjury the SELLER'S United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER'S address (the "1445 Affidavit"); and
- b. Internal Revenue Service Form W-8 or Form W-9, as applicable, with the SELLER'S United States tax identification number and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to backup withholding.

### 28. Superseding Agreement

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

### 29. Notice

Any notice to be given hereunder shall be in writing and signed by the parties or the parties attorneys and shall be deemed to have been given (a) when delivered in hand; or (b) when mailed by certified mail, postage prepaid; or (c) when sent by facsimile addressed:

In the case of the BUYER to: Jody Sceery, Esquire  
JMS Title & Closing Services, LLC  
117 Church Street  
East Greenwich, RI 02818  
O) (401) 935-9437  
sceery@verizon.net

In the case of the SELLER to: John J. Coughlin, Esquire  
Bogle, DeAscentis & Coughlin, P.C.  
57 North Main Street  
Fall River, MA 02790  
O) (508) 677-2800  
jcoughlin@b-dlaw.com

### 30. Chapter 61A Lien

The parties agree and acknowledge that the Premises is currently subject to a Massachusetts General Laws Chapter 61A agricultural lien held by the Town of Fairhaven ("Town"). The SELLER will make best efforts to have the lien released by the Town and will be responsible for the payment of any conveyance penalties or roll back real property taxes associated with said release.

### 31. Lot Plan Preparation

The parties agree and acknowledge that SELLER shall engage a state-licensed engineer to create a plan of land that establishes the lot depicted as the Premises (431 Scoticut Neck Road) on



Exhibit "A" and submit said plan to the Massachusetts Land Court ("Land Court") and the Town of Fairhaven Planning Board ("Town Planning Board") for review and approval. The parties agree and acknowledge that this Agreement and the Closing Date shall be automatically extended until ten (10) calendar days after final approval (including any appeal period) by the Land Court and the Town Planning Board should said final approval (including any appeal period) not occur prior to the Closing Date.

**32. Use of Premises and Retained Rights**

The parties agree and acknowledge to following:

- a. The BUYER's use of that portion of the Premises colored red on Exhibit "A" will be permanently restricted to agricultural use only with no structures allowed with said portion being defined on the plan of land being developed by the SELLER in accordance with a Land Management Easement and Restriction reserved by the SELLER in the deed to the BUYER in a form drafted by the SELLER; and
- b. As part of the conveyance of the Premises, SELLER will reserve in the deed to the BUYER rights of access and use to, and for, the remainder of its property (including 427 Sconticut Neck Road as well as the associated 1.7 acre, more or less, lot) on Exhibit "A". The right of access will be over the existing way shown as Driveway Access (blue dashed line) on Exhibit "A". The right of use will be for the installation of utilities along or under the said existing way. Said rights of access and use may be assigned/shared by the SELLER to a subsequent buyer of the associated 1.7 acre lot while also being retained for 427 Sconticut Neck Road.

**33. Inspections**

While BUYER may undertake a home inspection for the existing house on the Premises, it, and any other inspections, are for the BUYER's informational purposes only. This Agreement is not contingent upon any inspections.

**34. Lead Paint Law.**

The parties acknowledge that, under Massachusetts law, whenever a child or children under six (6) years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six (6) years of age.

**35. Smoke Detectors.**

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which the Premises are located stating that the Premises have been equipped with approved smoke detectors in conformity with applicable law.

36. Carbon Monoxide Detectors

The SELLER shall provide a certificate from the fire department of the city or town in which the Premises are located, either in addition to or incorporated into the certificate described above, stating that the Premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 § 26F1/2 or that the Premises are otherwise exempted from the statute.

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

BUYER:

*Timothy Macy* dotloop verified  
12/23/22 8:56 PM GMT  
UENU-RXDS-FNHS-3HGC


Timothy Macy

*Phonephanh Macy* dotloop verified  
12/23/22 8:57 PM GMT  
GWOK-SVBT-ARCA-KUWS

Phonephanh Macy

SELLER

Buzzards Bay Coalition, Inc.:

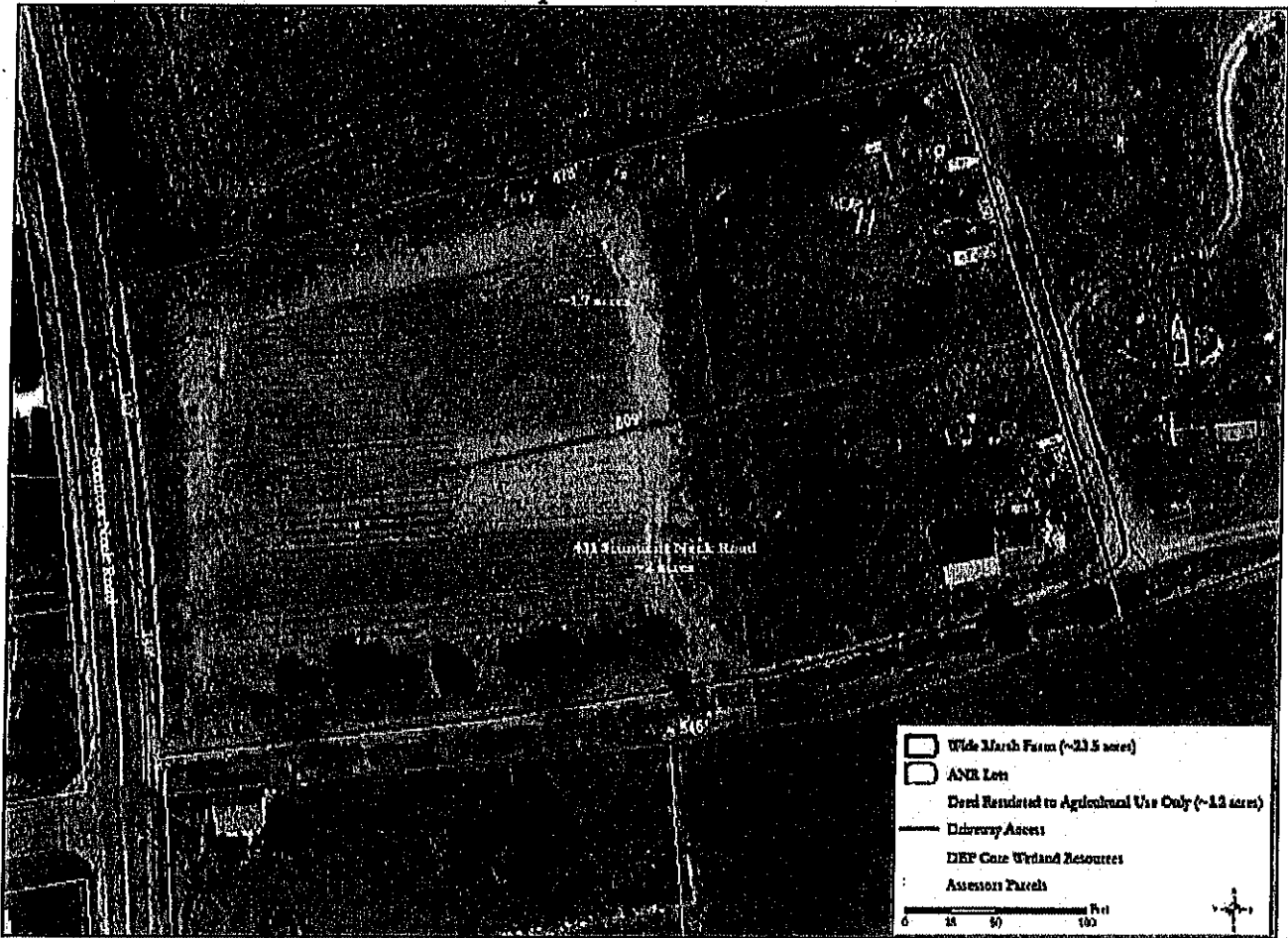
By: 

Brendan Annett  
Vice-President, Watershed Protection,  
and not individually

Exhibit "A"

Exhibit Map

**431 Sconticut Neck Rd – Proposed House Lot & Conservation Restriction**



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

## CERTIFICATION

I, Allen D. Decker, being an attorney licensed by the Commonwealth of Massachusetts, do hereby swear that the document attached to this Certificate represents a valid and complete copy of a Purchase and Sale Agreement, dated June 8, 2023 by and between Buzzards Bay Coalition, Inc. and Mark Viveiros (as amended) for land with any and all buildings thereon known as a portion of Assessors Map 29, Lot 18D (a/k/a Parcel B).

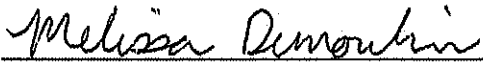


Allen D. Decker  
BBO # 662977

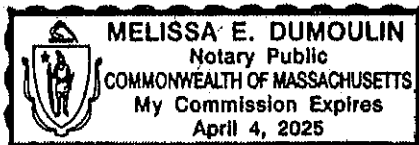
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BRISTOL

On this 20<sup>th</sup> day of September, 2023, before me, the undersigned notary public, personally appeared, Allen D. Decker, who proved to me through satisfactory evidence of identification, which was License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public  
My Commission Expires: April 4, 2025



**ADDENDUM TO PURCHASE AND SALE AGREEMENT**

**Buyer(s):** Mark Viveiros

**Seller(s):** Buzzards Bay Coalition, Inc.

**Property:** vacant land on Sconticut Neck Rd. (Map 29 Lot 18D), Fairhaven, MA 02719

The above-referenced Purchase and Sale Agreement dated June 8, 2023 is hereby amended as follows: In accordance with Section 3 of said P&S Agreement the Buyer hereby designates Crystal Vaughan to take title to the Premises and she shall be the Buyer under Section 1 of said P&S Agreement.

**PARAGRAPH 1:**

The BUYER shall now be known as Crystal Vaughan. All other terms and conditions of said P&S Agreement shall remain in full force and effect and are hereby ratified and confirmed.

DATED: July 12, 2023

Mark Viveiros  
Buyer:

Mark Viveiros, 7/19/2023  
Seller:

\_\_\_\_\_  
Buyer:

\_\_\_\_\_  
Seller:

Accepted and agreed to by:

Crystal L. Vaughan dotloop verified  
07/23 11:35 AM EDT  
V1EKNVQ-18C4EWS

Crystal Vaughan  
902 Tokoy St.  
Amherst, MA 02743

# Purchase and Sale Agreement

Between  
Mark Viveiros

&

Buzzards Bay Coalition, Inc.

for the purchase of Parcel B at Wide Marsh Farm

This 8<sup>th</sup> day of June, 2023

## 1. Parties and Mailing Addresses

Buzzards Bay Coalition, Inc. a Massachusetts nonprofit corporation ("SELLER" and/or "BBC")  
114 Front Street  
New Bedford, MA 02740

agrees to SELL, and

Mark Viveiros ("BUYER" and/or "Viveiros")  
21 Grandview Ave. Fairhaven, MA 02719

or his Nominee

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

## 2. Description

That certain parcel of land in the Town of Fairhaven comprising approximately 1.7 acres, more or less, and being a portion of Fairhaven Assessors Map 29, Lot 18D (the "Premises") and generally depicted on that certain map identified as Exhibit A as "Parcel B" which is attached hereto and incorporated herein by reference. The parcel shall be approved by the Town of Fairhaven Planning Board as a legal residential lot under the Fairhaven Zoning Code prior to conveyance and be subject to the Special Conditions described in Paragraph #9 below.

## 3. Title Deed

Said Premises to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable and insurable title thereto, free from encumbrances, except:

- a. provisions of existing building and zoning laws;
- a. such taxes for the then current fiscal year as are not due and payable on the date of the delivery of the deed;
- b. any liens for municipal betterments assessed after the date of this Agreement;
- c. easements, restrictions and reservations of record, if any.

#### 4. Plans

A plan or survey is necessary to be recorded therewith to create and adequately describe the Premises, the SELLER shall pay for said plan or survey and deliver it in form adequate for recording or registration.

#### 5. Registered Title

In addition to the foregoing, if the title to said Premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said Premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

#### 6. Purchase Price

The agreed upon purchase price for said Premises is Three Hundred Twenty-Five and No/100ths Dollars (\$325,000.00) ("Purchase Price") of which:

- a. a deposit of Fifteen Thousand and No/100ths Dollars (\$15,000.00) is to be paid by the BUYER upon signing of this Agreement; and
- b. the balance of the Purchase Price is to be paid in full by certified, cashier's, treasurer's or bank check or wired funds at the time of delivery of the deed.

#### 7. Time For Performance; Delivery of Deed

Such deed is to be delivered on or before 2:00 PM on July 28, 2023 ("Closing Date"), at the offices of BUYER's counsel, unless otherwise agreed upon in writing by the parties or unless otherwise extended in accordance with the provisions of this Agreement. It is agreed that time is of the essence for this Agreement. The parties hereto agree that the time of performance may be accelerated to an earlier date such as mutually acceptable to the BUYER and SELLER.

#### 8. Possession and Condition of Premises

Full possession of said Premises free of all tenants and occupants is to be delivered at the time of delivery of the deed, said Premises to be then:

- a. in the same condition as it now is, reasonable use and wear thereof excepted;
- c. not in violation of said building and zoning laws; and
- d. in compliance with provisions of any instruments referred to in Paragraph 3.

The BUYER shall be entitled personally to inspect said Premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this Paragraph.

9. Special Conditions

- a. Agricultural Use Restriction (AUR): Simultaneous with the closing, SELLER shall impose an Agricultural Use Restriction on an approximately 1 acre portion of the Premises along Sconticut Neck Road. Said area is shown in shaded pink on Exhibit A. The AUR will permanently restrict BUYER's use of said area to agricultural activities only and prevent the construction of any structures within this area in order to preserve its soils for agricultural use.
- b. Water and Sewer Service: It shall be the obligation of the BUYER to secure approval from the Town of Fairhaven Board of Public Works and other permit granting agencies as required for the installation and connection of municipal water and sewer service to the Premises. No on-site septic system shall be constructed on the Premises. It shall be the obligation of the Seller to install Town of Fairhaven Board of Health approved water and sewer lines along Association Road to the southeast corner of Parcel A.
- c. Driveway and Utility Access: SELLER shall provide an access and maintenance and underground utility (water/sewer/electric) easement across the existing driveway (aka Widemarsh Beach Road) for vehicular access and installation of municipal water and sewer service to the Premises across Fairhaven Assessors Map 29, Lots 18 and 18D. Said easement to benefit buyer, and his nominees, heirs, successors, and assigns and shall run with the land. No new driveway cut will be allowed from Sconticut Neck Road to directly access the Premises.
- d. Buyer's obligation to Buy is subject to Buyer obtaining approvals from the Town of Fairhaven, acceptable to buyer, to (a) build on Parcel B the residential dwelling of Buyer's choosing and (b) connect to Parcel B water, sewer, and electric utilities.

10. Extension to Perfect Title or Make Premise Conform

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, SELLER shall use reasonable efforts to remove any defects in title, to deliver possession as provided herein, or to make the said Premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the Closing Date, and thereupon the time for performance hereof shall be extended for a period of thirty (30) calendar days. SELLER shall not be obligated to expend more than Five Thousand and No/100ths Dollars (\$5,000.00) in using reasonable efforts hereunder exclusive of voluntary liens and/or monetary encumbrances of record.

11. Failure to Perfect Title or Make Premises Conform



If, at the expiration of the extended time, the SELLER shall have failed to remove any defects in title, deliver possession, or to make the Premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

#### 12. Buyer's Election to Accept Title

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in their then condition and to pay, therefore, the Purchase Price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the Premises to their former condition, either:

- a. pay over or assign the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or
- b. if a holder of a mortgage on said Premises shall not permit the insurance proceeds or a part thereof to be used to restore the said Premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the Purchase Price, on delivery of the deed, equal to said amounts so recovered and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

#### 13. Acceptance of Deed

The acceptance of deed by BUYER or its nominee, as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the Closing Date.

#### 14. Use of Money to Clear Title

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed, except instruments, such as discharges from institutional lenders, which are customarily recorded after the closing.

#### 15. Adjustment of Real Estate Taxes

Taxes for the then current fiscal year shall be apportioned and shall be adjusted, as of the day of performance of this agreement, and the net amount thereof shall be added to or

deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

16. Adjustment of Unassessed and Abated Taxes

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with the reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes, which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

17. Broker's Fee

None

18. Broker(s) Warranty

N/A

19. Deposits

All deposits made hereunder shall be held in escrow by SELLER's attorney, as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. In the event of any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending instructions mutually given in writing by the SELLER and the BUYER. Said escrow deposit shall be held in an FDIC insured non-interest bearing account.

20. Buyer's Default Damages

If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages which shall be the SELLER'S sole and exclusive remedy at law or in equity for any breach by BUYER hereunder.

21. Release By Spouse

If applicable, the SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said Premises.

22. Liability of Trustee, Shareholder, Beneficiary

If the SELLER or BUYER execute this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the

SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

23. Warranties and Representations

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

NONE MADE OR RELIED UPON.

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

SELLER certifies that the Premises maintains enrolled status under Massachusetts General Laws Chapter 61, 61A or 61B. The parties acknowledge that the Premises is subject to liens under Chapter 61, 61A or 61B which will be the responsibility of SELLER at closing, including any conveyance and/or roll back real property taxes assessed by the Town of Fairhaven.

25. Lot Plan Preparation

The parties agree and acknowledge that SELLER shall engage a state-licensed engineer to create a plan of land that establishes the lot depicted as the Premises (Parcel B) on Exhibit A and submit said plan to the Massachusetts Land Court ("Land Court") and the Town of Fairhaven Planning Board ("Town Planning Board") for review and approval. The parties agree and acknowledge that this Agreement and the Closing Date shall be automatically extended until ten (10) calendar days after final approval (including any appeal period) by the Land Court and the Town Planning Board should said final approval (including any appeal period) not occur prior to the Closing Date.

26. Construction of Agreement

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this agreement nor are they to be used in determining the intent of the parties to it.

**27. Practice Standards**

Any matter or practice arising under or related to this Agreement which is the subject of a practice standard of Real Estate Bar Association of Massachusetts, or its successor organization, shall be governed by such standard to the extent applicable.

**28. Internal Revenue Service Documents**

Simultaneously with the delivery of the deed for the fee interest in the land, SELLER shall execute and/or deliver:

- a. An affidavit satisfying the requirements of § 1445 of the Internal Revenue Code and regulations issued there under which states, under penalty of perjury the SELLER's United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER'S address (the "1445 Affidavit"); and
- b. Internal Revenue Service Form W-8 or Form W-9, as applicable, with the SELLER's United States tax identification number and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to backup withholding.

**29. Superseding Agreement**

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

**30. Notice**

Any notice to be given hereunder shall be in writing and signed by the parties or the parties attorneys and shall be deemed to have been given (a) when delivered in hand; or (b) when mailed by certified mail, postage prepaid; or (c) when sent by email addressed:

In the case of the BUYER to:

Brian M. Glover  
Brian M. Glover, PC  
227 Union St., Suite 402  
New Bedford, MA 02740  
T: (508) 990-4555  
F: (508) 990-4554  
E: [brianglover@brianglover.com](mailto:brianglover@brianglover.com)

In the case of the SELLER to:

Mark Rasmussen, President  
Buzzards Bay Coalition  
114 Front Street  
New Bedford, MA 02740  
Phone: 508-999-6363 x.201  
Email: [rasmussen@savebuzzardsbay.org](mailto:rasmussen@savebuzzardsbay.org)

31. Second Purchase and Sale Agreement

It is acknowledged and agreed to between Viveiros and BBC that as a condition precedent to the signing of this Agreement, Viveiros, and any other owner(s), shall sign and enter into a separate purchase and sale agreement with BBC concerning the conveyance from Viveiros to BBC of a conservation restriction over a separate and distinct property generally known as Fairhaven Assessors Map 29, Lot 20. Should Viveiros, or any other owner(s), not sign and enter into said separate purchase and sale agreement, then this Agreement shall cease (with all deposits being refunded, if any made) and be void without recourse to either party hereto.

32. To the extent applicable, because the premises is presently in a tax exempt status, and because the premises may be converted to commercial tax status prior to being converted to residential status, Seller agrees to credit to buyer the difference between the commercial rate and the residential rate for the period of time the premises is taxed commercially if such tax classification conversions occur. This provision shall survive the delivery of the deed for one year after the delivery of the deed.

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

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

BUYER

  
Mark Viveiros 6/8/23  
date

SELLER  
Buzzards Bay Coalition, Inc.


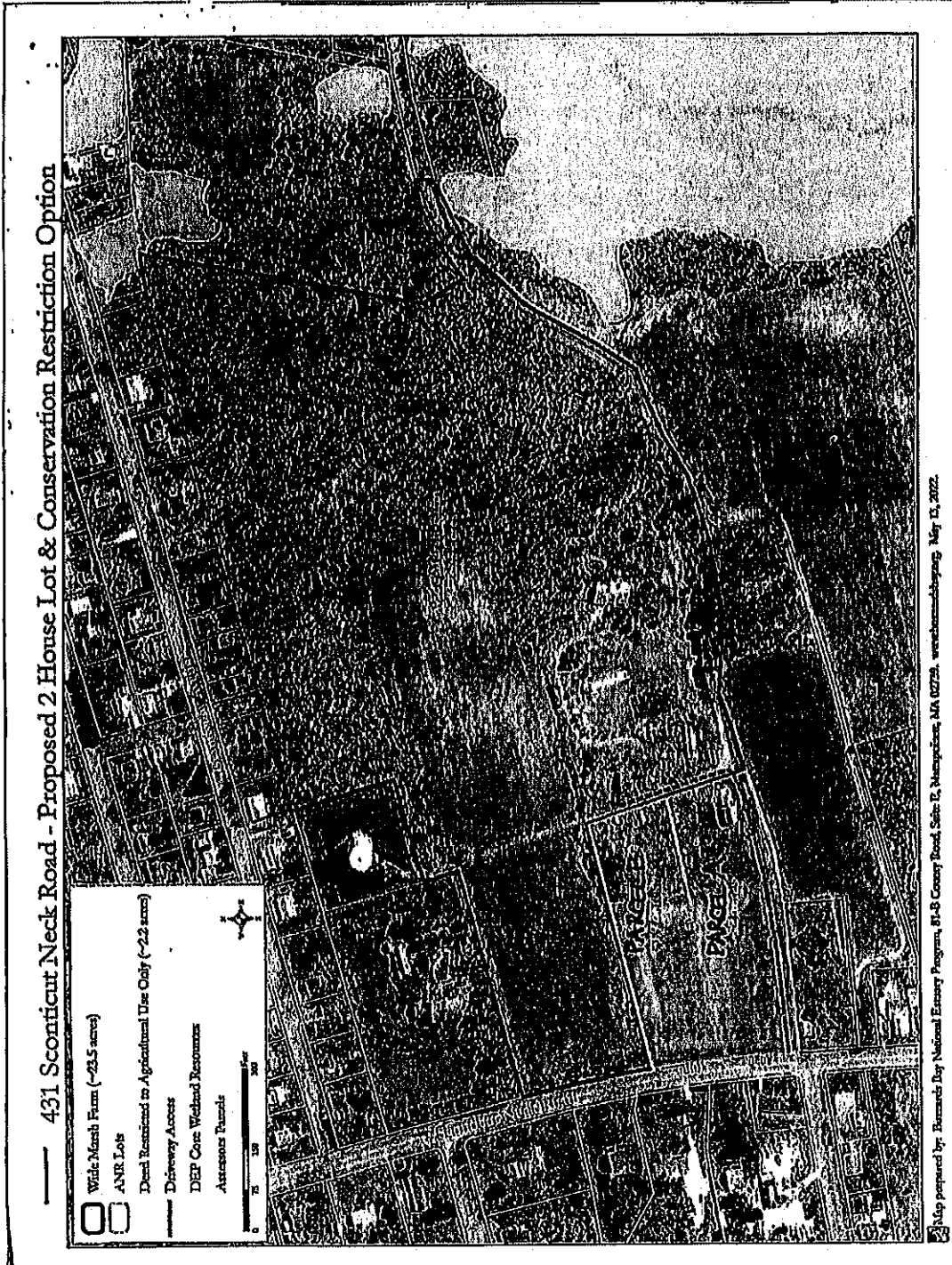
  
Mark Rasmussen 6/8/23  
date  
President, and not individually

Exhibit A





2022 00133237

Cert: 25952 Doc: DEED BS  
Registered: 07/07/2022 10:14 AM

Property Address: 427 and 431 Sconticut Neck Road  
Fairhaven, MA 02719

### QUITCLAIM DEED

I, **William H. Jenney, Trustee of the Wide Marsh Farm Realty Trust**, u/d/t dated December 27, 1995 ("Grantor"), a certificate of which is recorded herewith, for consideration paid and in full consideration of Two Million and 00/100 Dollars (\$2,000,000.00), grants to **Buzzards Bay Coalition, Inc.**, a Massachusetts nonprofit corporation, of 114 Front Street, New Bedford, Massachusetts 02740 ("Grantee"), with **Quitclaim Covenants**, the land in Fairhaven, Bristol County, Massachusetts, together with any buildings thereon, bounded and described as follows:

- Westerly by Sconticut Neck Road, seven hundred ninety-three and 50/100 (793.50) feet;
- Northerly by land now or formerly of William C. Stoddard, measuring on the upland about twenty-three hundred twelve and 5/10 (2312.5) feet;
- Easterly by Nasketucket Bay;
- Southeasterly by land now or formerly of John Brown, measuring on the upland about six hundred eighty-seven (687) feet;
- Westerly by land now or formerly of Joseph Rose, by land formerly of Silas Alden, et al, and by land now or formerly of Joseph S. Machado, sixteen hundred forty-one and 25/100 (1641.25) feet; and
- Southeasterly by said Machado land and by land now or formerly  
and of Frank Frates about eleven hundred and sixty-four (1164) feet.  
Southerly

All of said boundaries are determined by the Court to be located as shown on plan 2118B, drawn by Abram Gifford, Surveyor, dated September 5, 1913, as modified and approved by the Court, filed in the Land Registration Office at Boston, a copy of a portion of which is filed in Bristol County (S.D.) Registry of Deeds, in Land Registration Book 2, Page 511, with Certificate of Title No. 571, and Lot 26 as shown on subdivision plan 2118K, drawn by E. J. Flynn Engineers Inc., Surveyors, dated July 12, 1984, and filed in the Land Registration Office at Boston, a copy of which is filed in Bristol County (S.D.) Registry of Deeds, in Land Registration Book 78, Page 195, with Certificate of Title No. 14454.

This conveyance does not constitute a conversion of the property and is not being sold for residential, industrial or commercial use....

MASSACHUSETTS EXCISE TAX  
Bristol ROD South 001  
Date: 07/07/2022 10:14 AM  
Cid# 036817 23966 Doc# 00133237  
Fee: \$9,120.00 Docs: \$2,000,000.00

EXCEPTING AND EXCLUDING FROM THE ABOVE DESCRIBED LAND Lot A shown on subdivision plan 2118C filed with Certificate of Title No. 3607, Lot 22 shown on subdivision plan 2118H, filed with Certificate of Title No. 8384, Lot 23 shown on subdivision plan 2118-I filed with Certificate of Title No. 8495, Lot 24 shown on subdivision plan 2118J, filed with Certificate of Title No. 9504 and Lot 25 shown on subdivision plan 2118K, filed with Certificate of Title No. 14454, these lots being previously conveyed.

The extreme Southerly portion of the above described land is subject to the right of said Machado and those claiming under him to take one third of the seaweed from the beach connected therewith as determined in a decision of the Land Court filed October 25, 1911, in Case No. 2118.

Subject to agreements and easements noted on Certificate of Title No. 11264.

For my title, see Certificate of Title No. 17630 in Book 96, Page 52.


Witness my hand and seal this 21<sup>st</sup> day of June, 2022.

  
WILLIAM H. JENNEY, Trustee of the  
Wide Marsh Farm realty Trust

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF BRISTOL

On this 21<sup>st</sup> day of June, 2022, before me, the undersigned notary public, personally appeared WILLIAM H. JENNEY, Trustee of the Wide Marsh Farm Realty Trust, proved to me through satisfactory evidence of identification, which was  photographic identification with signature issued by a federal or state governmental agency,  oath or affirmation of a credible witness,  personal knowledge of the undersigned, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee as aforesaid and swore or affirmed to me that the contents of the preceding document are truthful and accurate to the best of his knowledge and belief.

  
NOTARY PUBLIC -  
My commission expires: 3/2/2029



Doc 00133237

Bristol South LAND COURT  
Registry District

RECEIVED FOR REGISTRATION

On: Jul 07, 2022 at 10:14A

Document Fee 155.00

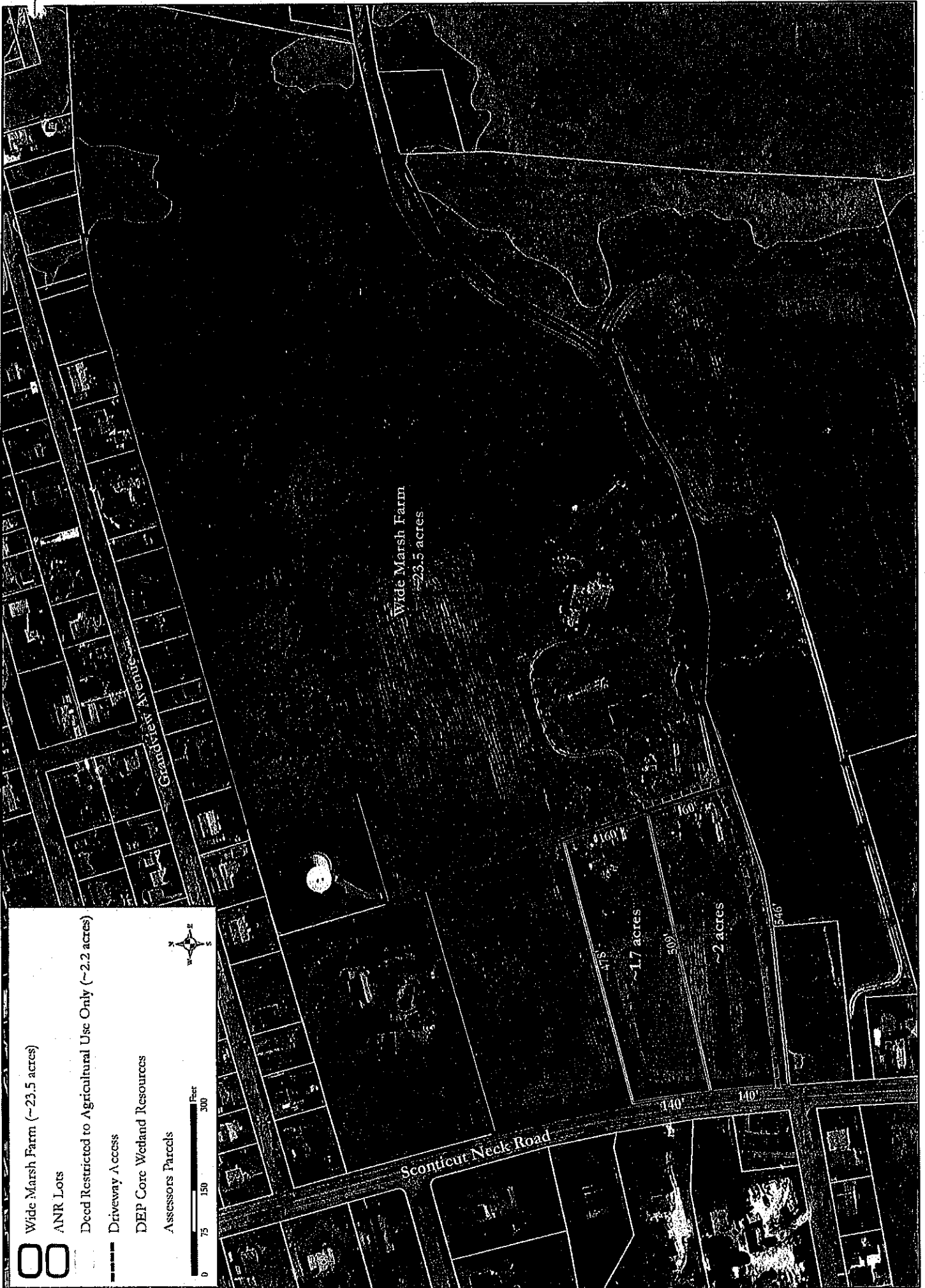
Receipt Total: 49,645.00

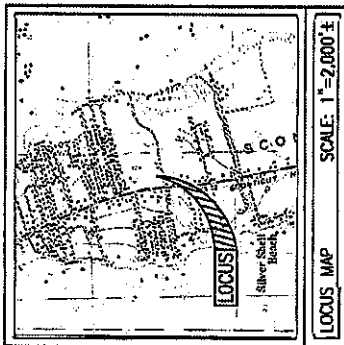
~~NOTED ON:~~ <sup>NEW</sup> CERT 25952 BK 00151 PG 123

ALSO NOTED ON: CERT 17630 BK 96 PG 52

*Scoutcut Neck Rd (e) Pl. 2.158  
1.11*

# 431 Sconticut Neck Road - Proposed 2 House Lot & Conservation Restriction Option



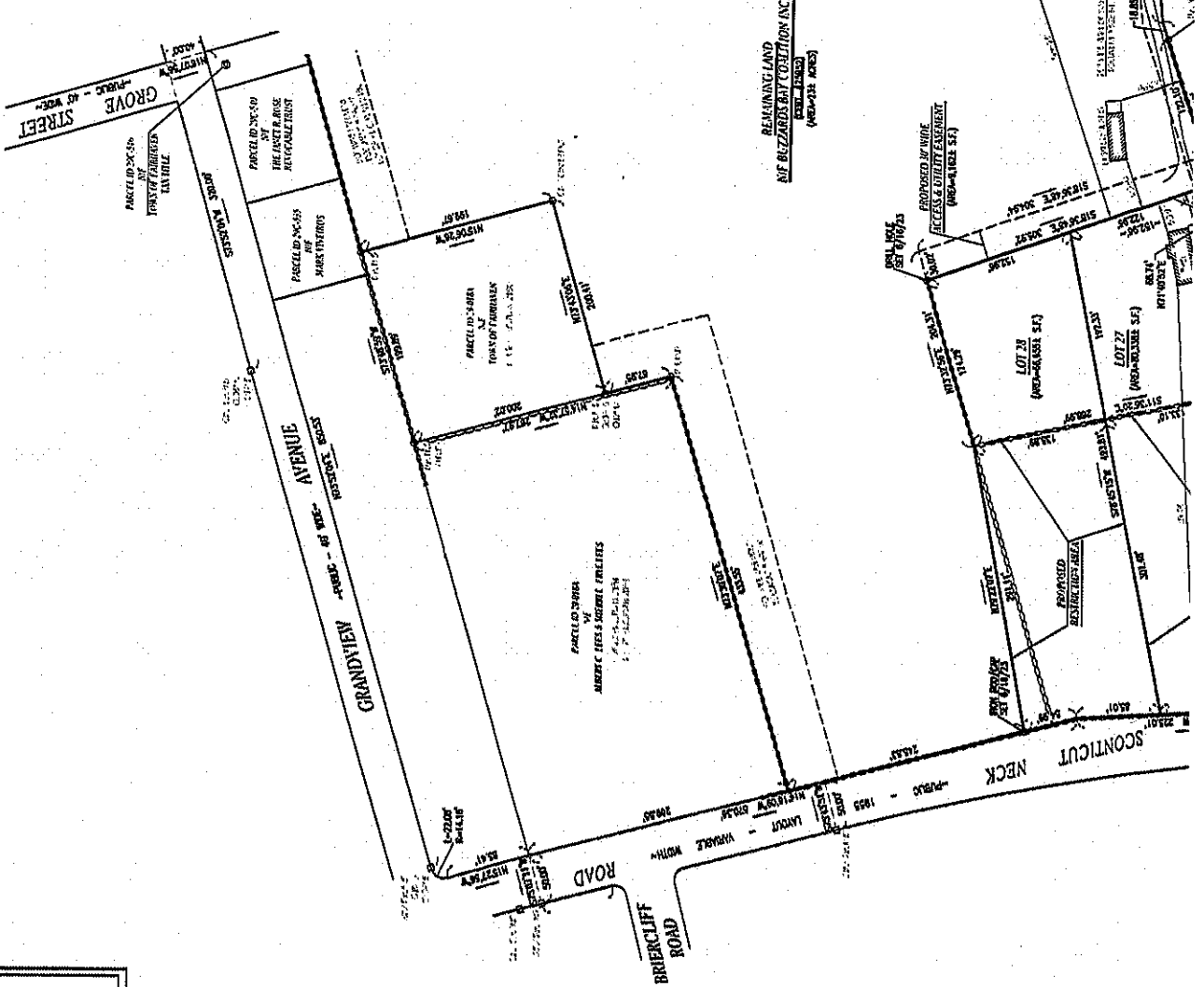


**LEGEND**

SYMBOL	DESCRIPTION
(Symbol)	EXISTING LOT LINES
(Symbol)	PROPOSED LOT LINES
(Symbol)	EXISTING EASEMENT LINES
(Symbol)	PROPOSED EASEMENT LINES
(Symbol)	STONE WALL
(Symbol)	BOUND AS NOTED
(Symbol)	STONE BOUND WITH IRON NAIL HOLE
(Symbol)	CONCRETE BOUND WITH IRON NAIL HOLE
(Symbol)	IRON NAIL SET

**ZONING DATA**

DESCRIPTION	REQUIREMENT
DISTRICT: RR	
MINIMUM LOT AREA	30,000 SF
MINIMUM LOT FRONTAGE	140 FT



**SURVEY EQUIPMENT:**  
 LEICA FLEXLINE 1500 TOTAL STATION  
 ANGLE MEASUREMENT ACCURACY = 2"  
 DISTANCE MEASUREMENT ACCURACY = 1.5 mm + 2 ppm

**NOTE:** ALL LINES WERE MEASURED BY EDM.

**TRAVERSE CLOSURE DATA:**  
 (BEFORE ANGLE BALANCE)  
 LENGTH OF TRAVERSE = 5,652.58'  
 CLOSURE ERROR DISTANCE = 0.34'  
 CLOSURE ERROR BEARING = S66°18'05"E  
 PRECISION = 1 : 16,455

DATE: 10/11/05  
 BY: [Name]  
 CHECKED BY: [Name]

Committee Liaison Report – Bob Espindola – October 23rd, 2023

Broadband Study Committee

Sean Power and I are scheduled to meet (virtually) with members of the **Metropolitan Area Planning Council**, an agency similar to SRPEDD that serves the greater Boston area.

We believe MAPC may be able to assist the Town with the FHA project. We are working to set up a meeting with the procurement official for MAPC and Ms. Ellison to learn more about the opportunity and the application process.

<https://www.mapc.org/our-work/expertise/digital-equity/apartment-wi-fi/>

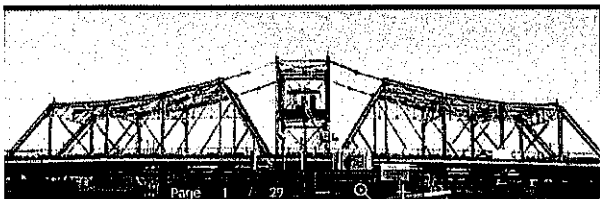
Massachusetts Broadband Coalition will be meeting on October 26<sup>th</sup> at 4:00 P.M.

**Mass DOT – Fairhaven-New Bedford Bridge Meeting.** I attended the Mass DOT meeting regarding the Fairhaven-New Bedford Bridge on October 12<sup>th</sup>. Town Planner Paul Diguisippe and HarborMaster Tim Cox were also in attendance.



**Navigation Impact Report  
Fairhaven – New Bedford Bridge**

over the Acushnet River  
F-01-002/N-06-001 (3PF)  
Project No. 612557  
New Bedford, MA



Key findings from this “DRAFT” study, were that *“the new bridge should increase the horizontal clearance of*

*the navigable channel to 260 feet to meet or exceed the existing horizontal clearance restrictions posed by the Hurricane Barrier and match the majority of the navigable channel. A vertical clearance of 138 feet is requested for the open*

*bridge over the navigable channel. An increase in the channel width at the bridge*

*would make passage easier and faster for recreational and commercial users”.*

The report will be finalized and then there will be a public hearing (probably later this year) but MASS DOT was looking for initial feedback from local officials prior to the recommendations are finalized.

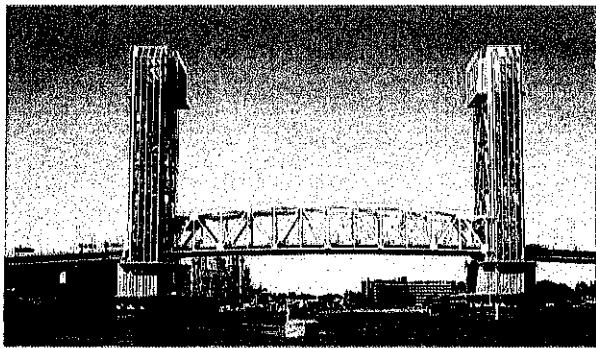
There were concerns raised about adding a vertical clearance restriction (138 feet) were there is none now (when the bridge is open) given we don’t know the future for the port, when it comes to Offshore

wind or otherwise but it appears that the Vertical Lift style bridge is the only real practical solution for this application and will be the formal recommendation of Mass DOT. This type of bridge can vary greatly in appearance and design but two local examples that were referenced to illustrate, generally, what the style looks like were the Fore River bridge in Quincy-Weymouth and the Cape Cod Canal Train Bridge (photos below).

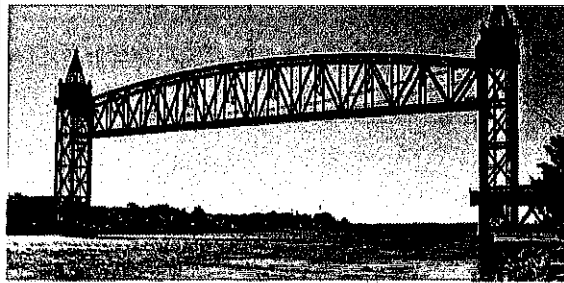
One major advantage of the Vertical Lift style of bridge similar to the Train Bridge over the Cape Cod Canal in Bourne. is that it can be partially constructed while the existing bridge remains in operation, resulting in the shortest construction schedule (18 months vs. 5 years for other types).

There was also a request for Mass DOT to provide renderings of the proposed bridge type to show perspective and context in the surroundings (the Towers will be 215 feet high).

One advantage of this type of bridge is that it can be set to rise  $\frac{1}{2}$  way up and return to the bottom position for vessels that do not require as much "air draft", which would reduce cycle time for waiting automobile traffic.



Fore River Bridge



Cape Code Canal Train Bridge

**SRPEDD Commission** The SRPEDD Commission met on September 27<sup>th</sup>.

The links below provide more information if you are interested in any of the details from the meeting.

Presentation: Courtney Rocha, SE Regional Coordinator, Municipal Vulnerability Program (MVP), with an update on recent program changes and 'MVP 2.0'. Email: [Courtney.rocha@mass.gov](mailto:Courtney.rocha@mass.gov)

I sent the full presentation to Conservation Agent Bruce Webb if anyone is interested in seeing it. I have attached a few of the key slides for your convenience.

# MVP 2.0 FY24-25 Pilot Round Details & Timeline



- ▶ Eligibility: Municipalities, MVP-eligible Tribes, and MVP-eligible RPAs applying on behalf a municipality/ies
- ▶ Regional applications encouraged
- ▶ \$ 45,000 for Steps 1 -7 and Step 9
- ▶ \$ 50,000 per community for Step 8 (Implementing the Seed Project)
- ▶ Two-year grant
- ▶ No formal match requirement
- ▶ Communities with older MVP plans (2017-2018) particularly encouraged to apply
- ▶ Up to 30 communities (5 from each region) for pilot

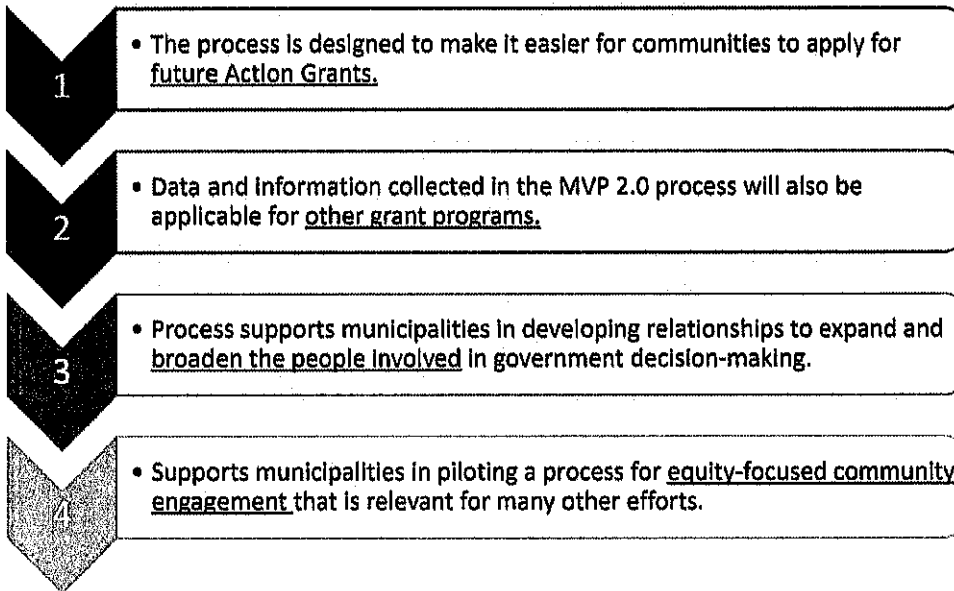


- ▶ RFR release: Late-April 2023
- ▶ RFR Q&A period ~2 weeks
- ▶ Applications due: Mid-May 2023
- ▶ Projects start: July 2023
- ▶ Projects end: June 30, 2025



**Submit applications by online form**

Applicants are still able to apply for MVP Action Grants at the same time



1. Contract: With Federal Highway Administration to develop a region-wide Safety Action Plan not to exceed

\$880,000

<https://srpedd.s3.amazonaws.com/wp-content/uploads/2023/08/25235929/SS4A-1-pager.png>

3. Moving Forward 2050 SRPEDD Regional Transportation Plan endorsed

<https://srpedd.org/transportation/regional-transportation-planning/regional-transportation-plan-rtp/moving-forward-2050/>

Contact: Jackie Jones, [jjones@srpedd.org](mailto:jjones@srpedd.org)

4. Priority Development Area/Priority Protection Area (PDA/PPA) initiative

[www.srpedd.org/Priority-Area](http://www.srpedd.org/Priority-Area)

Contact: Phillip Hu, [phu@srpedd.org](mailto:phu@srpedd.org)

5. Regional Broadband: Asset Mapping, ACC Fellow, Digital Equity Planning  
[www.srpedd.org/Digital-Equity](http://www.srpedd.org/Digital-Equity)

Contact: Kaitlin Whalen, [broadband@srpedd.org](mailto:broadband@srpedd.org); Maria Jones, [mjones@srpedd.org](mailto:mjones@srpedd.org); Amber Davis, [adavis@srpedd.org](mailto:adavis@srpedd.org)

6. The Tech Hub of Southeastern New England

<https://ritechhub.org/>

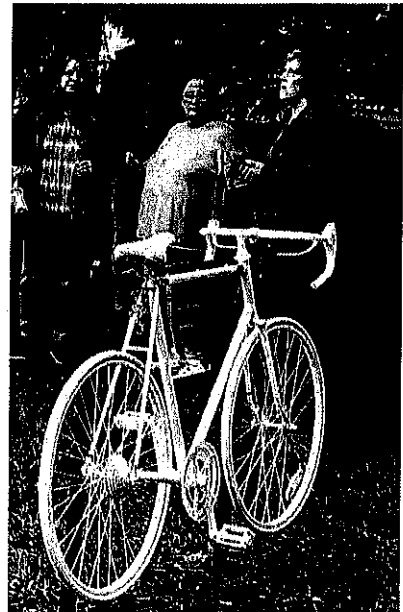
7. Open Space Residential Design (OSRD) bylaw initiative

<https://srpedd.org/environment/osrd/>

Contact: Danica Belknap, [dbelknap@srpedd.org](mailto:dbelknap@srpedd.org)

**Fairhaven Bikeway Committee.** The Bikeway Committee will be meeting on November 2<sup>nd</sup> at 6:30 P.M. According to Will Gardner, who presented a proposed new Committee charge, Ms. Ellison is still working on edits to the Committee Charge / Mission Statement.

I attended a "Ghost Bike" Ceremony in Acushnet on September 29<sup>th</sup> in memory of a cyclist, James Leandre, who died when struck by a truck on Main Street last year. The dedication was sponsored by the South Coast Bikeway Alliance and the Director of Mass Bike was on hand to speak about the importance of education and advocacy or vulnerable road users (see summary below).





## Massachusetts Vulnerable Road Users Laws 2023

On April 1, 2023, new vulnerable road users laws will go into effect in Massachusetts. These laws were all passed as part of "An Act to Reduce Traffic Fatalities" in an effort to increase roadway safety across the commonwealth.

### What is a Vulnerable Road User?

Massachusetts now defines "vulnerable user" on our roads to include:

- People walking and biking
- Roadside workers
- People using wheelchairs
- Scooters, skateboards, roller skates, and other micromobility devices
- Horse-drawn carriages
- Farm equipment

Future policies and guidelines can be created with vulnerable road users in mind.

### Safe Passing | Who is this for: Motorists

Drivers will need to provide a "safe passing distance" of at least 4 feet when passing vulnerable road users. Massachusetts is the 36th state to define safe passing as at least 3 feet.

Highway Superintendent Joshua Crab confirmed that Fairhaven has ordered signs that were available at no cost from the State and look like shown in the attached graphic. The signs will be installed when they arrive on following roads

1. Scotcut Neck Road - Jameson to Goulart Memorial
2. Howland Road - Adams to Alden
3. Long Road - Adams to Alden



The DPW is also communicating with other communities to see what the best practice would be for removal of other signs (such as Share the Road Signs) to install these new signs.

At the last FBC meeting, Mr. Crabb also indicated that the Bike Path overlay project was still on track for completion during the month of October, except for the most western section where there may need to be a delay to work around other construction activities in that area.