



Fairhaven Board of Selectmen

August 18, 2014 Meeting Minutes

Present: Chairman Robert Espindola, Vice Chairman Geoffrey Haworth, Clerk Charles Murphy, Executive Secretary Jeffrey Osuch, and Administrative Assistant Anne Kakley

Chairman Robert Espindola called the meeting to order in the Town Hall Banquet Room at 6:33 p.m. The meeting was video-recorded and telecast by the Government Access channel and audio-recorded by Anne Kakley.

CHANNING HAYWARD

Mr. Espindola started the meeting with a moment of silence for Channing Hayward, longtime Town Planning Board member, volunteer, Town Meeting member and one-time Government Access director. The Board shared thoughts on the passing of Mr. Hayward, and thanks for his years of dedication. They offered their condolences to his family.

MINUTES

- Mr. Haworth motioned to approve the minutes of the **August 4, 2014** meeting, **open** session. Mr. Murphy seconded. Vote was unanimous. (3-0).

EXECUTIVE SECRETARY'S REPORT

In his report, Mr. Osuch updated the Selectmen on the following meetings:

- **Tuesday, August 19** –
 - 3:30 p.m. – Mattapoisett River Valley Water Advisory Committee at BPW
 - 4:30 p.m. – Mattapoisett River Valley Water District meeting at BPW
- **Wednesday, August 20** –
 - 1:00 p.m. – Meeting with the Finance Committee chairman
- **Thursday, August 21** –
 - 7:30 – Buzzard's Bay Coalition forum at the New Bedford City Hall
- **Monday, August 25** –
 - 8:30 a.m. – Retirement Board meeting
- **Monday, September 1** –
 - Labor Day – Town Hall closed

DEMO – 87 MAIN ST AND SCHOOL PORTABLES

Mr. Osuch said that the structure at 87 Main Street and the portables located at the former Rogers and Oxford Schools had not been demolished by Peter DeTerra. Mr. Haworth said that he thought that Mr. DeTerra would get started on that demolition project in the upcoming week.

ANIMAL SHELTER GIFT ACCOUNT

Mr. Haworth motioned to accept \$104 in donations to the Animal Shelter Gift Account. Mr. Murphy seconded. Vote was unanimous. (3-0).

TOWN OF DARTMOUTH PROCLAMATION

The Board read a proclamation for the Town of Dartmouth upon the 350th anniversary of their town's incorporation. See Attachment A. The Board signed the proclamation and it will be sent to the Town of Dartmouth's Selectmen's Office.

POLLING LOCATIONS AND POLL WORKERS

The Board reviewed a list of polling locations for the Tuesday, September 9 State Primary Election from 7:00 a.m. to 8:00 p.m. Mr. Haworth motioned to approve the following six polling locations: Precinct 1, Town Hall, William St. entrance; Precinct 2, Fairhaven High School, Larch Ave entrance; Precinct 3, Hastings Middle School, School St. entrance; Precinct 4, Hastings Middle School, School St. entrance; Precinct 5, Recreation Center, 227 Huttleston Ave.; Precinct 6 East Fairhaven School, New Boston Rd. entrance. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to approve the list of poll workers in Attachment B. Mr. Murphy seconded. Vote was unanimous. (3-0).

TURKEY TROT FOR HEALTH AND HUNGER

The Board reviewed a letter from Emilia Crotty, founder of the annual Fairhaven Turkey Trot for Health and Hunger. Ms. Crotty requested approval of the 5K, to be held on Thanksgiving Day (November 27, 2014) at 8:00 a.m. The route will run from the Nemasket Group to Rasputin's Tavern.

Mr. Haworth motioned to approve the event. Mr. Murphy seconded, and clarified that there was no financial gain made by M.O.L.I.F.E. with the Turkey Trot, but that the M.O.L.I.F.E. food pantry received food from the event. Vote was unanimous. (3-0).

NSTAR GAS PERMITS

Mr. Haworth motioned to approve the following NSTAR gas permits, previously approved by the BPW: 15 Holiday Drive; 10 Summit Drive; 22 Brown Street; Francis Street (between

Mayflower and Bellevue Streets); 398 Huttleston Ave.; and 26 Rivet Street. Mr. Murphy seconded. Vote was unanimous. (3-0).

SOCIAL DAY INDIRECT COSTS

The Board reviewed a request from the Town Accountant to approve the payment of Social Day retirement costs through the Council on Aging/Social Day budget. Mr. Haworth motioned to approve the FY14 expenditure of \$15,194.99 from the Council on Aging/Social Day budget for retirement costs incurred by the two Social Day employees. Mr. Murphy seconded. Vote was unanimous. (3-0).

TAYLOR SEAFOOD

The Board reviewed a final version of the negotiated lease with Taylor Seafood for the use of 44.5 acres of water for aquaculture farming purposes. See Attachment C. Mr. Osuch said that the only changes since the previous meeting was that the coordinates were updated for accuracy and the acreage was updated to reflect the updated coordinates. The Board indicated satisfaction with the final document. Mr. Haworth motioned to approve and sign the contract with Taylor Seafood. Mr. Murphy seconded. Vote was unanimous. (3-0).

COMMUNITY CONNECTIONS WALK-A-THON

The Board reviewed a letter from Kathleen Ferreira, Director of Community Connections, Inc., requesting permission to hold their fifth annual Walk-a-thon fundraiser on September 20, 2014. Mr. Haworth motioned to approve the event. Mr. Murphy seconded. Vote was unanimous. (3-0).

MILLICENT LIBRARY BOARD OF TRUSTEES APPOINTMENT

The Board reviewed a memo from Millicent Library director Carolyn Longworth, informing the Board that a term for Trustee Lisa Wright would expire on September 16. Ms. Longworth requested Ms. Wright's reappointment to the Trustees, calling her a "very positive influence on the board".

Mr. Haworth motioned to re-appoint Ms. Wright to a four year term on the Millicent Library Board of Trustees. Mr. Murphy seconded. Vote was unanimous. (3-0).

BOARD OF APPEALS SECRETARY

The Board reviewed a letter of resignation from Board of Appeals secretary Patricia Fowle, and a request from Board of Appeals Chairman Peter DeTerra to advertise the secretary position. Mr. Haworth motioned to accept Ms. Fowle's resignation. Mr. Murphy seconded. Vote was unanimous. (3-0). Mr. Haworth motioned to post the position for a Board of Appeals secretary, with Mr. Murphy acting as the liaison in the hiring process. Mr. Espindola seconded. Vote was unanimous. (3-0).

COASTAL COMPASSION

At 7:01 p.m., the Board met with Tim Keogh, president of Coastal Compassion, and professional advisors to Coastal Compassion, Melanie Dixon and Aaron Hussey.

Mr. Keogh began the discussion by informing the Board of Selectmen that the Board of Directors for Coastal Compassion were no longer pursuing a location at 67 Alden Road, based on the reaction from the condo association there. Mr. Keogh said that they had negotiated with the owners of Compassionate Care Clinics (“Brighton Health Advocates”), to sublet the previously proposed dispensary location at 2 Pequod Street, and had come to an agreement, with the CEO of Compassionate Care Clinics giving support for Coastal Compassion. See Attachment D for the letter of support from Compassionate Care Clinics for Coastal Compassion.

Mr. Keogh said that Coastal Compassion would now intend to cultivate marijuana, process and dispense from 2 Pequod Street. Coastal Compassion also intends to enter a PILOT agreement with their host community, in addition to forming a foundation and other outreach efforts. Mr. Keogh said that Coastal Compassion was requesting either a letter of support from the Board of Selectmen for Fairhaven to be their host community or a letter of non-opposition.

Mr. Espindola asked about their deadline for submission to the DPH. Mr. Keogh said that everything was due by the end of the month of August to DPH and therefore, they would to obtain a letter from the Selectmen as soon as possible. He said that they would ask for a vote to submit a letter, contingent upon the approval of the language therein.

Mr. Espindola asked what aspects of Coastal Compassion’s application for an RMD was different than Compassionate Care Clinic’s. Mr. Keogh said he was uncertain of the differences, but that the general operations of an RMD are virtually the same.

Mr. Haworth asked if they intended to submit to the Town a percentage of gross receipts and continue pay taxes on the location. Mr. Keogh confirmed this, adding that they will contribute to the improvement of the infrastructure as well by hardwiring a security system for 2 Pequod Street to notify the Police Department in emergencies.

Mr. Espindola read the letter from Compassionate Care Clinics (Attachment D) into record. Mr. Espindola noted that the letter was unsigned, but Mr. Keogh said that the letter had been emailed and that the signed version would follow.

Mr. Espindola said that he had personally spoken with Shelley Stormo, who had indicated that she was disappointed in the outcome, but that she would support the availability of medical marijuana for residents in Bristol County.

Mr. Murphy said that he had spoken with two contacts over at the Department of Public Health, who said that the DPH’s review was informal and that any appeal would have to be sought by Superior Court. They indicated that Compassionate Care Clinics would be welcome to reapply in 2015. Mr. Murphy said that all this information was available on the State website at

Mass.gov. He added that Coastal Compassion is subletting the site at 2 Pequod from Compassionate Care Clinics, and that applicants are submitting two possible locations to the DPH for consideration, and therefore, a letter of support from a potential host community will strengthen the application. DPH will look upon Fairhaven more favorably for an RMD if they submit a letter of support, and Mr. Murphy said that he was willing to sign such a letter.

Mr. Haworth motioned to sign and send a letter of support for Coastal Compassion, contingent upon the community host agreement being reviewed by Town Counsel, and contingent upon the pursuit of proper permitting from the Planning Board. Mr. Murphy seconded. Vote was unanimous. (3-0). Mr. Keogh indicated that Fairhaven would be the preferred location for their RMD application.

CIGARETTE DISPOSAL

At 7:20 p.m., the Board met with Sustainability Committee members Ann Richard, Vincent Marron, and Susan Spooner. Ms. Richard presented the Board with a cigarette disposal receptacle, featuring a nautical theme and the phrase "Keep our Oceans Clean". The Sustainability Committee purchased six of these metal receptacles to be placed around public areas in Town, with the intention of preventing cigarette butts winding up in the bay.

Ms. Richard said that she would like to challenge area businesses to purchase receptacles for their locations as well.

Nils Isaksen was recognized by the Chairman. He asked if the receptacles get damaged or stolen, if the Town would be responsible to replace them. Ms. Richard said that as long as the Sustainability Committee has the resources, it will replace any receptacles damaged or stolen.

Karen Vilandry was recognized by the Chairman. She asked about placement of the receptacles and distance from the public buildings. Ms. Richard said that the receptacles will be placed in locations where there are already existing receptacles, only this one will be more attractive with an important ecological message.

Mr. Haworth motioned to accept the gift of the six receptacles to be placed throughout public areas in Town. Mr. Murphy seconded. Vote was unanimous. (3-0).

POLE HEARING – BASS CREEK ROAD AND JUDSON DRIVE

At 7:30 p.m., the Chairman opened a public hearing for the placement of one utility pole at Bass Creek Road and one utility pole at Judson Drive. Abutters have been notified.

Mr. Espindola opened the hearing to public comment. There was none. Mr. Haworth motioned to approve the pole location for Bass Creek Road. Mr. Murphy seconded. Vote was unanimous. (3-0).

Mr. Haworth motioned to approve the pole location for Judson Drive. Mr. Murphy seconded. Vote was unanimous. (3-0).

CGI CONTRACT – TOWN WEBSITE “WIDGET”

The Board reviewed a renewal contract with CGI for a continuation of services to have a Tourism-focused widget located on the Town’s main page. The service is free to the Town and is supported by CGI via ad revenue.

The Board was receptive to the service. Mr. Haworth motioned to sign the contract for a continuation of services with CGI. Mr. Murphy seconded. Vote was unanimous. (3-0).

The Board reviewed a letter, submitted by CGI, which would be used to garner support from area businesses. The Board was hesitant to sign the letter, which would be used as a sales tool from CGI, and would appear to give the endorsement of the Town of Fairhaven. Specifically, Mr. Haworth said that he was uncomfortable having the Town used as a selling tool for a company. The Board took no action on authorizing the letter and will address the issue of the letter at a later date.

CAPITAL PLANNING COMMITTEE – TERM LENGTH

The Board reviewed the membership of the Capital Planning Committee and the term length for the appointed members. In order to create staggering term lengths to initially start the committee, Mr. Haworth proposed one (1) year terms for the BPW representative and School representative; two (2) year terms for the Business and Construction representatives; and three (3) year terms for the Open Space representative, the Finance Director and the Town Administrator/Executive Secretary. He motioned to structure the starting terms thusly. Mr. Murphy seconded. Vote was unanimous. (3-0).

DPH CONFERENCE CALL

Mr. Murphy said that the Department of Public Health was still willing to hold a conference call with the Board of Selectmen on Friday, August 22 if they were interested. Based on the newly gathered information and their support for Coastal Compassion, Mr. Haworth and Mr. Espindola said that they were no longer interested in a conference call with DPH.

POLICIES

Mr. Espindola said that, as the Board institutes policies, it should have in place a way to keep track who has received policies, and who has signed off on receiving those policies. Additionally, Mr. Espindola advised that policies should contain a list of employees that the policy applies to. It was taken under advisement by the Selectmen’s Office.

ROGERS-OXFORD DISPOSAL DISCUSSION

The Board discussed a draft RFP, which had been combined from a sample RFP from the Rogers-Oxford Study Committee, an RFP prepared by Jim Muse, and edited by Mr. Osuch. Mr. Espindola had submitted his own edits to the document, but they had not yet been reviewed by Mr. Osuch or the rest of the Board, so they could not be included in the discussion.

Mr. Osuch said that the Board was going to have to start making some decisions and be clear with what they are going to advertise.

Discussion ensued on the disposal of the buildings, and the cost to advertise an RFP or sale. Mr. Espindola suggested that the issue was so extensive, it would be wise to hold an independent Selectmen's meeting just to deal with the sale of the two buildings. After discussion, the Board determined that he would meet specially on Thursday, August 28 from 6:30 p.m. to 9:30 p.m. to discuss an RFP or sale of the Rogers and Oxford Schools. Mr. Haworth requested that all information available, including edits to the RFP and communication from Town Counsel related to the RFP, be compiled and made available to the Selectmen at that meeting.

ROGERS-OXFORD SCHOOLS FLOODLIGHTS AND VANDALISM

The Board responded to a request from Nils Isaksen to install floodlights at the Rogers School, and the Oxford School, to prevent vandalism and trespassing.

Mr. Osuch said that there are lights on the Chestnut Street and Pleasant Street sides of the Rogers School, and that the Pleasant Street light is currently out, but the Town electrician is going to look into repairing that light. Mr. Osuch said that it would not be economically sensible to install additional floodlights on telephone poles and pay NSTAR to prevent vandalism. If more lights are needed they could be mounted on the building, he said.

Discussion continued. Mr. Isaksen asked the Board to consider installing additional No Trespassing signs.

Lee Baumgartner was recognized by the Chairman. Mr. Baumgartner said that he is a neighbor to the Rogers School and has had to call the police repeatedly when juveniles scale the side of the building and gain access to the roof. He said that they will even climb onto the roof in the daytime hours now. Mr. Baumgartner said that the Police responded each time but said that they could not do anything about the repeat offenses without adequate "No Trespassing" signs.

REQUEST FOR USE OF TOWN COUNSEL

The Board reviewed a request for the Building Department to use Town Counsel in regards to a court case. Mr. Haworth motioned to approve the use of Town Counsel for the Building Department. Mr. Murphy seconded. Vote was unanimous. (3-0).

PERSONNEL ISSUES

At the request of Mr. Murphy, the Board tabled two issues related to non-Union personnel. Mr. Murphy said that the items – one related to benefits for part-time non-Union personnel and the

other related to an evaluation of all non-Union positions – would be discussed at the next Personnel Board meeting on September 2 and any notification regarding the decision of the Personnel Board would be issued to the Selectmen within 21 days, in accordance with the Town code.

ENERGY CONSULTANT REGIONALIZATION

Mr. Espindola informed the Board that Ross Perry of SRPEDD is organizing an effort to see if area municipalities would like to regionalize their efforts for the sake of two RFPS: one to obtain an energy purchasing consultant and then a subsequent RFP to see if the collaborative could receive a reduction in energy costs through bulk pricing. Mr. Haworth said that he would be interested in meeting with Mr. Perry briefly at an upcoming meeting to hear more. Mr. Murphy agreed. Mr. Perry will be invited to an upcoming meeting.

BIKE RACK PROGRAM

Mr. Espindola said that there were additional funds leftover in a SRPEDD initiative to increase the presence of bike racks in surrounding communities. He said that the Bike Bus program at Wood School has been so popular that there has been interest in getting one more rack at the school. SRPEDD will cover the cost of the bike rack and the Bikeway Committee will cover the cost of shipping the rack out of the Bikeway Gift Account.

Mr. Haworth motioned to approve deficit spending in the amount of \$241.79, contingent upon the confirmed reimbursement of said funds from SRPEDD, with an additional sum of money from the Bikeway Committee to cover shipping. Mr. Murphy seconded. Vote was unanimous. (3-0).

OTHER BUSINESS

In Other Business:

- Mr. Murphy said he enjoyed giving a tour of the Town Hall offices to students who recently visited from Tosashimizu, Japan.
- Mr. Murphy reminded the public that Labor Day weekend was approaching and there would be the annual Our Lady of Angels feast and procession on Labor Day. The Selectmen will be present.
- Mr. Murphy thanked Congressman Keating's office for their involvement in a recent MOLIFE trip to Washington D.C.
- Mr. Espindola noted a formal luncheon at the Unitarian Church was a recent successful fundraiser for the Historical Society.

At 8:46 p.m., Mr. Haworth motioned to adjourn. Mr. Murphy seconded. Vote to adjourn was unanimous.

Respectfully,

Anne Kakley

Administrative Assistant
Board of Selectmen
(Minutes approved 9/2/2014)



Town of Fairhaven
Massachusetts
Office of the Selectmen

Whereas: Dartmouth was first settled in 1650 and officially incorporated in 1664. It was named for the town of Dartmouth, Devon, England; the place where the Puritans intended to depart for America; and

Whereas: Dartmouth is the third largest town by land area in Massachusetts after Plymouth and Middleboro. It is split into two parts: North Dartmouth and South Dartmouth; and

Whereas: Many notable people, such as Ezekiel Cornell (a member of the Continental Congress from 1780-1782) and Philip Sheridan (a Union general from the Civil War), have called Dartmouth home. It is a popular summer residence as well; and

Whereas: Dartmouth is the home of the University of Massachusetts Dartmouth, The Dartmouth Natural Resource Trust, The Lloyd Center for Environmental Studies, The New Bedford Yacht Club, and a large commercial district with the Dartmouth Mall and many other shopping centers and restaurants; and

Whereas: The Town of Dartmouth has over 1,500 acres of preserved land with 35 miles of hiking trails, ocean and river walks, photography tours, farms, and many other outdoor activities for all to enjoy; and

Whereas: The Town of Dartmouth has a population of over 34,000 residents; and

Whereas: The Town of Dartmouth is celebrating its 350th anniversary of its incorporation this year.

Now, therefore, We, Robert J. Espindola, Geoffrey Haworth, and Charles K. Murphy, Sr., the Board of Selectmen of the Town of Fairhaven, honor the Town of Dartmouth on its Sesquicentennial by making August 18th, 2014 **TOWN OF DARTMOUTH APPRECIATION DAY** in the Town of Fairhaven.

Given under our hands and seal on this day,
the 18th of August in the year two thousand and fourteen.

Robert J. Espindola

Geoffrey Haworth

Charles K. Murphy, Sr.

POLL WORKERS

for the

September 9, 2014

State Primary

PRECINCT 1

Bernadette Costa, 19 Huttleston Avenue, 508-9941851 - - - Warden - U
 Janice Rose, 44 Jerusalem Road, 993-7219 - - - - - Clerk - U
 George Diggle, 21 Summer Street, 996-1976 - - - - - Worker - U
 Terrence Meredith, PO Box 684, 994-8751 - - - - - Worker - U

PRECINCT 2

Mary Cunha, 201 Nasketucket Way, 993-9305 - - - - - Warden - U
 Elaine Burgo, 147 Merrimac Street, NB, 997-2437 - - - - - Clerk - D
 Christine Alfonse, 38 Veranda Avenue, 997-1975 - - - - - Worker - R
 Beverly Johansen, 18 Hill Street, 508-992-7303 - - - - - Worker - U

PRECINCT 3

Lee Bachand, 8 Jeannette Street, 774-206-1600 - - - - - Warden - U
 Mary Grace, 89 Spring Street, 994-5636 - - - - - Clerk - D
 Janice Sylvia, 326 Huttleston Avenue, 994-2892 - - - - - Worker - U
 Anne Ellis, 310 Mill Road (PO Box 701), 996-1510 - - - - - Worker - U

PRECINCT 4

Nancy Perry, 93 Fort Street, 996-0051 - - - - - Warden - U
 Pamela Greene, 109 Washington Street, 994-9310 - - - - - Clerk - R
 Arlene Bertoldo, 447 Dana Farms, 993-0607 - - - - - Worker - U
 Linda Therrien, 287 Huttleston Avenue, 508-996-2068 - - - - - Worker - U

PRECINCT 5

Diane Rocha, 346 Huttleston Avenue, 774-930-0201 - - - - - Warden - D
 Martha A. Berg, PO. Box 148, 997-8517 - - - - - Clerk - U
 Elaine L. Rocha, 7 Holiday Drive, 992-2246 - - - - - Worker - D
 Vivian Graham, 10 Christian Street, 996-4613 - - - - - Worker - U

PRECINCT 6

Norma Markey, 9 Day Street, 993-3745 - - - - - Warden - U
 Lillian Horsley, 180 Adams Street #46B, 994-7704 - - - - - Clerk - D
 Joan Mello, 15 New Boston Hill Road, 994-5488 - - - - - Worker - D
 Sandra Melanphy, 37 Evergreen Street, 994-4241 - - - - - Worker - D

AQUACULTURE LICENSE

1. PARTIES - This license to grow shellfish by means of racks, rafts, lines and floats in waters of the Commonwealth below the line of extreme low water is granted by the Town of Fairhaven, by its Board of Selectmen, (herein called LICENSOR) to Taylor Cultured Seafood, Inc., a Massachusetts corporation with a principal place of business at 53 Goulart Memorial Drive, Fairhaven, Massachusetts, 02719, (herein called LICENSEE) pursuant to General Laws, Chapter 130, section 57.

2. PREMISES – Subject to the conditions described in Paragraph 7 below, LICENSEE may locate racks, rafts, lines and floats for the purpose of growing shellfish thereon in that certain portion of the water column and the land under coastal waters situated in the coastal waters northwest of West Island and more particularly described within the following bounds marked by navigational buoys:

Starting at the Northwest corner at that point directly beneath lat. 41° 36' 60" long. 70° 50' 63" and 1,510.44 feet east to the Northeast corner at that point directly beneath lat. 41° 36' 80" long. 70° 50' 44" and 1,141.11 feet South to the Southeast corner at that point directly beneath lat. 41° 36' 70" long. 70° 50' 22" and 1,752.72 feet West to the Southwest corner at that point directly beneath lat. 41° 36' 46" long. 70° 50' 43" and 1,247.58 feet north to the starting point.

Containing forty four and one half (44.5) acres of land more or less. The LICENSEE shall have exclusive use of the land above described and of the land within 100 feet of said racks, rafts or floats for the purpose of growing shellfish thereon, subject to such public uses of said waters and lands as are compatible with the aquacultural enterprise. LICENSEE shall plainly mark the boundaries of the area subject to this License with such markings as the Harbor Master shall deem sufficient. Said land under coastal waters is herein called the Premises.

3. TERM - The term of this license shall be for three (3) years commencing on July 1, 2014 and ending on June 30, 2017, unless sooner terminated pursuant to any provision hereof.

4. LICENSING FEES - LICENSEE shall pay annually to LICENSOR as licensing fees for the Premises (i) one thousand one hundred twelve dollars and fifty cents (\$1,112.50), or (ii) the actual cost to the Town for the issuance of the license and the supervision of the licensed activities, whichever is greater, but not exceeding the statutory limits applicable during the term of the license.

5. ESCROW – Prior to the issuance of this license, LICENSEE shall deposit Ten Thousand and 00/100 Dollars (\$10,000) with the Town Treasurer to be held in escrow to provide for the cost of removal of the aquaculture farm upon termination or expiration of this license or LICENSEE'S abandonment of the aquaculture farm, if the aquaculture farm is not completely removed by LICENSEE within fifteen (15) days of said termination, expiration or abandonment. If the cost of removal of the aquaculture farm

exceeds \$10,000 LICENSEE shall fully reimburse LICENSOR for such additional expense. "Complete removal" of the aquaculture farm shall include the removal of all buoys, rope lines, equipment and debris from the bottom of the ocean upon which the farm is located and the premises described in this agreement.

6. RENEWAL - LICENSEE may apply for renewal of this license not more than one (1) year nor less than sixty (60) days prior to the expiration of the then current term. The Board of Selectmen may renew this license for additional terms unless it determines that the LICENSEE has substantially failed to comply with the terms of this license or that continued use of the Premises under such license is contrary to the public interest. The fee for any renewal term shall be set by the Board of Selectmen, or as otherwise required by law.

7. USE OF PREMISES – The use of the premises shall be subject to the following conditions:

(a) LICENSEE shall provide the LICENSOR and Harbormaster with copies of said written notice to the United States Coast Guard. Unless otherwise instructed by the United States Coast Guard, LICENSEE shall mark the aquaculture farm with a minimum of four (4) five foot (5') in diameter corner buoys made of steel or other material acceptable to the Board of Selectmen. The corner buoys shall be painted yellow in color and shall be equipped with flashing lights attached in upright positions visible in all directions. The flashing lights on each corner buoy shall be yellow in color and shall be radar reflective quality and visible from two (2) nautical miles (360°) at night. The lights shall flash every 2.5 seconds and meet or exceed all United States Coast Guard requirements. The four corner buoys with flashing lights shall be fully operational from May 21st to November 1st of each year. The corner buoys may be removed and replaced with winter sticks on or after November 1st each year.

(b) Unless otherwise instructed by the United States Coast Guard, LICENSEE shall install sideline buoys located around the perimeter of the aquaculture farm which will consist of twenty-four inch (24") buoys every two hundred twenty-five (225) feet (75 yards). The sideline buoys will be painted white, yellow or day-glo orange in color.

(c) All lighted corner buoys and sideline buoys shall be inspected by LICENSEE to ensure that they are in good working order. Any light or buoy not in conformance with the provisions of this license shall be immediately reported to the Harbormaster with a proposed repair date. LICENSEE shall also make all lighted corner buoys and sideline buoys available for inspection by the Harbormaster. All defects and damages to the corner and sideline buoys reported to or discovered by the Harbormaster shall be repaired within five (5) days or less from the date of the discovery of such defect or damage, and reported to LICENSEE.

(d) Each year by June 1st, when the four (4) corner buoys are installed, the longitude and latitude reading of each buoy shall be documented and provided in writing, to the

Harbormaster and United States Coast Guard. This written notice shall include the date the buoys were installed and certification that all lights are fully operational.

(e) LICENSEE'S failure to comply with any of the provisions of this license may result in the revocation of this license after a hearing held for that purpose by the Board of Selectmen, Town of Fairhaven if they believe a provision or provisions within the contract have not been upheld or after a total of 7 citations have been assessed for violations and issued in any given calendar year of the contract.

Assessment of fines of up to One Hundred and 00//100 Dollars (\$100.00) per citation for noted violations under the establish 5(five) day rule. (see definition of 5 five day rule)

An exception to the 5 (five) day rule is a violation of the floating line provision of the contract which states any line found floating more than 100 feet (One Hundred feet) from the perimeter of the farm area is considered a violation and will be a violation if not repaired/corrected within two (2) days of notice. A citation will be issued with a fine assessed in the amount of (One Hundred and 00/110 dollars) \$100.00. Thereafter every 5th day another citation will be issued for (One Hundred and 00/1100 dollars) \$100.00 if the initial violation has not been brought into compliance.

Offenses that may result in an assessment of a fine include: markers found not to in their proper place; markers found to be in any position that compromises the operation of their lights and radar reflective qualities; markers that are found to be of incorrect size or color.

In addition the LICENSEE agrees to when practical notify the LICENSOR (Harbormasters Office) of any problems with equipment found not to be in compliance, understanding that they have 5(five) days to bring it into compliance. This period will start upon notification of the problem to the LICENSOR (Office of the Harbormaster).

5 (five) day Rule Definition

5 (five) day rule is a 5 (five) day period that has passed after the initial notification of a violation has been made to the LICENSEE in which time the LICENSEE shall have time to bring into compliance the violation initially reported to the LICENSEE. Initial notification to the LICENSEE shall consist of a reasonable attempt to contact by telephone to the listed business line on the letterhead of LICENSEE (Taylor Seafood) Notification shall be deemed complete with a message left on the LICENSEE'S company telephone answering machine. If telephonic communication can't be accomplished a notice sent by U.S. Mail shall be deemed sufficient with the day of notice for the 5 (five) day rule period being the postmark date. Another fine of One Hundred and 00//100 Dollars (\$100.00) will be assessed on the tenth day after the initial notification of a violation has been made to the LICENSEE if the initial violation has not been brought into compliance. Fines will be assessed at that rate of One Hundred and 00/100 (\$100.00) every 5th day thereafter if the initial citation issued to the LICENSEE has not been brought into compliance. The LICENSEE also understands that each citation is considered a new citation and contributes to the yearly total. The LICENSEE assumes

the responsibility to notify the LICENSOR (Office of the Harbormaster) that a violation has been corrected. If they do not do so they risk another citation being issued under the 5 day rule.

If a situation should happen that puts the LICENSEE in a position that causes the LICENSEE not to be compliance with citable violation due to catastrophic values, such as large storms that hit the area, the LICENSEE shall have an opportunity to seek a waiver from the LICENSOR (Office of the Harbormaster) to forego any assessment as fines for a period of time agreed to by the LICENSOR (Office of the Harbormaster). The LICENSOR (Office of the Harbormaster) will be the final determinate as to the validity of the requested waiver.

Definitions:

Office of the Harbormaster

The duly appointed person serving as the Harbormaster he/hers Assistant and any other duly appointed agent of the Department of Natural Resources, Town of Fairhaven, MA

LICENSEE

Taylor Cultured Seafood, Inc.
53 Goulart Memorial Dr.
Fairhaven, MA 02719

LICENSEE Telephone Number for Contact
508 993-9993

LICENSOR

Town of Fairhaven
40 Center St.
Fairhaven, MA 02719
or any Agent duly appointed by the Town

Office of the Harbormaster Telephone Contact Numbers

Office 508 984-4529
Cell 508 989-4443

8.1 COMPLIANCE WITH LAW - The LICENSEE shall, at LICENSEE'S expense, comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term of any part of the term hereof regulating the use by LICENSEE of the Premises. LICENSEE shall not use or permit the use of the Premises in any manner that will tend to create waste or nuisance.

8.2 COMPLIANCE WITH AGREED LICENSE CONDITIONS

LICENSEE shall maintain its property at 53 Goulart Memorial Drive ("the Property") reasonably cleared of debris and abandoned or unusable material and equipment, and

reasonably safe from vandalism, vermin or other threat to public health or safety, including the threat of Environmental Damage. For the purpose hereof the term "Environmental Damage" shall mean any destruction, damage or impairment, actual or probable, to any of the natural resources of the commonwealth, whether caused by Taylor alone or by Taylor and others acting jointly or severally, including , but not limited to, air pollution, water pollution, improper sewage disposal, pesticide pollution, excessive noise, improper operation of dumping grounds, impairment and eutrophication of rivers, streams, flood plains, lakes, ponds or other water resources, destruction of seashores, dunes, wetlands, open spaces, natural areas, parks or historic districts or sites. Environmental Damage shall not include any insignificant destruction, damage or impairment to such natural resources.

This license is conditioned on LICENSEE maintaining the Property in the condition described in this subparagraph (a), and, as necessary, restoring the Property to that condition upon reasonable notice given by the LICENSOR. In the event of LICENSEE's failure to maintain, or restore, the Property to the condition described in this subparagraph (a),, the license may be revoked by vote of the LICENSOR, at a meeting following at least seven days' notice to LICENSEE.

(a) The LICENSEE shall no later than November 1, 2015 secure, raze, repair, or replace the cement block building at the Property so as to prevent it from being open to the weather, and to make it reasonably safe from vandalism, vermin or other threat to public health or safety, including the threat of Environmental Damage ("Secure the Building"). The obligation to Secure the Building may be satisfied by the posting, no later than October 31, 2015, of (i) a bond, in a form reasonably satisfactory to the LICENSOR, or (ii) a letter of credit payable to the LICENSOR on demand on or after November 2, 2015; in either case, in the amount of \$50,000.00, along with the written assent of LICENSEE authorizing the LICENSOR to Secure the Building, and releasing the LICENSOR from any resulting claim.

In the event of LICENSEE's failure to either Secure the Building, or to post security, the license may be revoked by vote of the LICENSOR at a meeting following at least seven days' notice to LICENSEE.

9. CONDITION OF PREMISES - LICENSEE hereby accepts the Premises in their condition existing as of the date of execution hereof, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises and accepts this License subject thereto and to all matters disclosed thereby. LICENSEE acknowledges that neither LICENSOR nor any of LICENSOR'S agents has made any representation or warranty as to the suitability of the Premises for the conduct of LICENSEE'S business. LICENSOR agrees not to take any actions that would directly impair the value of the License granted hereunder without actual prior notice to the LICENSEE. LICENSOR shall make available to LICENSEE any building permits, special permits, variances or other zoning applications concerning the coastal property abutting the Premises. Such notification shall be not more than then (10) days after application is filed for the same.

10.1 LIABILITY INSURANCE - LICENSEE shall, at LICENSEE'S expense, obtain and keep in force during the term of this License a policy of comprehensive public liability insurance insuring against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereof. Such insurance shall be in an amount of not less than One Hundred Thousand and 00/100 dollars for injury to or death of one person in anyone accident or occurrence and in an amount of not less than Five Hundred Thousand and 00/100 (\$500,000.00) dollars for injury to or death of more than one person in any one accident or occurrence. Such insurance shall further insure LICENSOR and LICENSEE against liability for property damage of at least Fifty Thousand and 00/100 (\$50,000.00) dollars. The limits of said insurance shall not, however, limit the liability of LICENSEE hereunder. If LICENSEE shall fail to procure and maintain such insurance LICENSOR may, but shall not be required to, procure and maintain the same, but at the expense of LICENSEE.

10.2 INSURANCE POLICIES - Insurance required hereunder shall be in companies rated AAA or better in Best's Insurance Guide. LICENSEE shall deliver to LICENSOR copies of policies of liability insurance required under paragraph 8.1 or certificate evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to LICENSOR. No such policy shall be cancelable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to LICENSOR. LICENSEE shall, within ten (10) days prior to the expiration of such policies, furnish LICENSOR with renewals or "binders" thereof.

10.3 INDEMNITY - LICENSEE shall indemnify and hold harmless LICENSOR from and against any and all claims arising from LICENSEE'S use of the Premises, or from the conduct of LICENSEE'S business or from any activity, work or things done, permitted or suffered by LICENSEE in or about the Premises or elsewhere and shall further indemnify and hold harmless LICENSOR from and against any and all claims arising from any breach or default in the performance of any obligation on LICENSEE'S part to be performed under the terms of this License, or arising from any negligence of the LICENSEE, or any of LICENSEE'S agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against LICENSOR by reason of any such claim, LICENSEE upon notice from LICENSOR shall defend the same at LICENSEE'S expense by counsel satisfactory to LICENSOR. LICENSEE, as a material part of the consideration to LICENSOR, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises arising from any cause, and LICENSEE hereby waives all claims in respect thereof against LICENSOR

10.4 EXEMPTION OF LICENSOR FROM LIABILITY - LICENSEE hereby agrees that LICENSOR shall not be liable for injury to LICENSEE'S business or any loss of income there from or from damage to the goods, wares, equipment or other property of LICENSEE, LICENSEE'S employees, invites, customers, or any other person in or about the Premises, nor shall LICENSOR be liable for injury to the person of LICENSEE'S employees, agents or contractors, whether such damage or injury is caused by or results

from storms or rain or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to LICENSEE.

11. TOTAL DESTRUCTION - If at any time during the time hereof the Premises are totally destroyed or rendered unfit for the ongoing conduct of LICENSEE'S shellfish business from any cause whether or not covered by insurance (including any total destruction required by any authorized public authority), this License shall automatically terminate as of the date of such total destruction unless within one year thereafter LICENSEE opts to continue in full possession thereof.

12. PERSONAL PROPERTY - All personal property placed or moved in the Premises above described shall be at the risk of the LICENSEE or owner thereof, and LICENSOR shall not be liable for any damage to said personal property.

13.1 DEFAULTS - The occurrence of any one or more of the following events shall constitute a material default and breach of this License by LICENSEE.

(a) The vacating, abandonment or lack of substantial use of the Premises by LICENSEE.

(b) The failure by LICENSEE to make any payment of licensing fees or any other payment required to be made by LICENSEE hereunder, as and when due; LICENSEE hereby waives any statutory notice of default for non-payment of rent.

(c) The failure by LICENSEE to observe or perform any of the covenants, conditions or provisions of this License to be observed or performed by LICENSEE, other than described in Paragraph (b) above, where such failure shall continue for a period of thirty (30) days after written notice hereof from LICENSOR to LICENSEE: provided, however, that if the nature of LICENSEE'S default is such that more than thirty (30) days are reasonable required for its cure, then LICENSEE shall not be deemed to be in default if LICENSEE commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

13.2 REMEDIES - In the event of any such material default or breach by LICENSEE, LICENSOR may at any time thereafter, with notice and hearing revoke this License, whereupon LICENSEE shall immediately surrender possession of the Premises to LICENSOR. In such event LICENSOR shall be entitled to recover from LICENSEE all damages incurred by LICENSOR by reason of LICENSEE'S default including, but not limited to, the cost of recovering possession of the Premises. LICENSOR may pursue any other remedy now or hereafter available to LICENSOR under the laws or judicial decisions of the Commonwealth of Massachusetts.

13.3 DEFAULT BY LICENSOR - LICENSOR shall not be in default unless LICENSOR fails to perform obligations required of LICENSOR within a reasonable time, but in no event late than thirty (30) days after written notice by LICENSEE TO

LICENSOR, specifying wherein LICENSOR has failed to perform such obligation; provided, however, that if the nature of LICENSOR'S obligation is such that more than thirty (30) days are required for performance then LICENSOR shall not be in default if LICENSOR commences performance within such thirty (30) day period and thereafter, diligently prosecutes the same completion.

14. COVENANTS AND CONDITIONS - Each provision of this License performable by LICENSEE shall be deemed both a covenant and a condition.

15. LICENSOR'S ACCESS - LICENSOR'S agents shall have the right to enter the Premises at any time for any lawful purpose but not to remove or otherwise disturb the personal property of the LICENSEE located on the Premises without prior reasonable notice to the LICENSEE.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements herein shall inure to the benefit of and be equally binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this License the 18th day of August, 2014.

TOWN OF FAIRHAVEN

By its Selectmen:

Robert Espindola, Chairman

Geoffrey A. Haworth, II

Charles K. Murphy, Sr.

TAYLOR SEAFOOD, INC.

Rodman E. Taylor, Jr., President



August 18, 2014

Dear Fairhaven Board of Selectmen,

Please accept this letter in support of Coastal Compassion Inc. for their efforts to establish a Registered Marijuana Dispensary in the facility located at 2 Pequod Rd. As our application is currently under appeal, we feel that the patients of Bristol County will benefit from the furtherance of the application for Coastal Compassion, Inc.

We reiterate our commitment to ensuring the standards of security, responsiveness and responsible stewardship of the medical marijuana program that have been presented to and required by the residents of Fairhaven during the past year.

Shelley Stormo, CEO
Brighton Health Advocates Inc. dba Compassionate Care Clinics