



FAIRHAVEN SELECT BOARD AGENDA

FAIRHAVEN TOWN CLERK
RCUD 2024 JAN 4 PM2:36

January 8, 2024 6:30 p.m.

Town Hall – 40 Center Street – Fairhaven

The meeting can also be viewed on Channel 18 or on FairhavenTV.com

On March 24, 2023, the bill to extend Open Meeting Law regulations governing remote participation has passed MA legislation and been signed by the Governor. This bill will allow remote and hybrid meeting options for public bodies through March 31, 2025.

Pursuant to an amendment to Town Bylaw Chapter 50 § 13, all government meetings are available through web/video conference and are recorded.

A. EXECUTIVE SESSION

Pursuant to G.L. c. 30A, § 21(a)(3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (Civil Service)

B. MINUTES

1. Approve the minutes of December 18, 2023 – Open Session
2. Approve the minutes of December 18, 2023 – Executive Session

C. TOWN ADMINISTRATOR

1. Staffing Update
2. Department Head Updates: Police, Fire
3. Unsheltered Families Update
4. Commission on Disability resignation: Marcus Ferro
5. FY24 Expense Report: November 2023
6. Other

D. ACTION / DISCUSSION

1. Retirement: Brian Riggs
2. Mission Statement: Broadband Study Committee
3. 2024 Common Victualer License/Permit: Mey Breakfast
4. Conservation Restriction: Huttleston Ave, Registry of Deeds at Book 1566, Page 905 and Book 2127, Page 128
5. 2023 Annual Report Cover Photo
6. Discuss Board/Committee/Commission Appointment Process
7. Consider alternate project for Community Compact Cabinet (CCC) Broadband Grant and authorization of the change
8. Consider request for SRPEDD support (technical service hours and/or Broadband Fellow for Broadband Cost Analysis/Outreach
9. Town Administrator Evaluation

E. CORRESPONDENCE

F. COMMITTEE LIAISON REPORTS

G. PUBLIC COMMENT

H. BOARD MEMBER ITEMS

I. NEWS AND ANNOUNCEMENTS

1. The next regularly scheduled Select Board meeting is *Monday, January 22, 2024* at 6:30 p.m.

ADJOURNMENT

<https://us06web.zoom.us/j/89485993911?pwd=OFd5MzJvVnBxQkIxLzdQcFRlbnVM0QT09>

Log on or call 1-929-205-6099, Meeting ID: 894 8599 3911, Passcode: 330130

*Subject matter listed in the agenda consists of items reasonably anticipated (by the Chair) to be discussed.
Not all items listed may be discussed and other items not listed (such as urgent business not available at the time of posting)
may also be brought up for discussion in accordance with applicable law.*



FAIRHAVEN SELECT BOARD
Meeting Minutes
December 18, 2023

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

Mr. Correy opened the meeting at 6:33p.m.

A moment of silence was held for Charles “Chucky” Hurley

Motion: Mr. Murphy motioned to take Action Item C10 out of order. Mr. Silvia seconded. The motion passed unanimously (5-0-0).

RESOLUTION ON DIVERSITY, EQUITY AND INCLUSION

Ms. Powers read the resolution on diversity, equity and inclusion.

Motion: Mr. Espindola motioned to accept the Diversity, Equity and Inclusion resolution and to make a commitment that we will adopt and adhere to the action items. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to take Item B6 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

ROGERS SCHOOL MURAL: BRIAN TILLET

Ms. Ellison introduced Brian Tillett and acknowledged him for the initiative with the mural at Rogers School. Mr. Tillett said after noticing the graffiti he wanted to do something and also thanked his crew, Jeff St. Pierre and Kyle Furtado, for their help with the mural. Mr. Correy thanked them for taking an active effort in response.

Motion: Mr. Espindola motioned to take Action Item C1 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

PROCLAMATION: FAIRHAVEN HIGH SCHOOL FOOTBALL TEAM

Mr. Correy congratulated Coach Derek Almeida, Coach Dana Almeida, Captain Jayce Duarte, Captain Nate Pickup, Nikko Morris and Zach Isakson on their recent Super Bowl win and read the proclamation.

Coach Derek Almeida recognized the members of the team and expressed pride in the team and their embodiment of the spirit of the Town.

Motion: Mr. Espindola motioned to deem November 30, 2023 as Fairhaven High School MIAA Division Six State Championship Day. Ms. Powers seconded. The motion passed unanimously (5-0-0).

MINUTES

Motion: Mr. Espindola motioned to accept the Open Session minutes of November 20, 2023. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to accept the Open Session minutes of December 4, 2023 with the amendment of “draft” vs. “raft” on page 4. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to accept the Executive Session minutes of December 4, 2023. Ms. Powers seconded. The motion passed unanimously (5-0-0).

TOWN ADMINISTRATOR REPORT

Ms. Ellison reported on:

- Staff Updates: Ms. Ellison introduced Steve Rosa as the new IT Director. Mr. Rosa addressed the Board and thanked everyone for the opportunity to take on this new role. The Board thanked and congratulated Mr. Rosa.

Motion: Mr. Espindola motioned to approve the appointment of Steve Rosa as IT Director. Ms. Powers seconded. The motion passed unanimously (5-0-0).

- Town Counsel provided training to the Planning Board and Zoning Board of Appeals on November 21, 2023. A shift in how variances are handled will align to MGL and if there are suggestions for changes then they should submit a bylaw change article.
- Planning and Economic Development Director Paul DiGiuseppe provided an update on the department, 40R, initiatives currently being worked on like a review of the zoning bylaw in preparation for the next Annual Town Meeting, collaborating with New Bedford on the Harbormaster plan, Route Six swing bridge replacement and the recent business social event at Town Hall. Mr. DiGiuseppe answered clarifying questions from the Board. Mr. Espindola handed out a flyer on Community Development Block Grants (CDBG, *Attachment A*).
- Health Agent Dave Flaherty provided an update on the department, COVID statistics and test kits, medication disposal bags, blood pressure clinics at the Council on Aging, open resident follow-ups, flu shot clinic before the season ends and current work on permit renewals for 2024. Mr. Flaherty answered clarifying questions from the Board.
- ARPA update: Department Heads reported out on projects, Public Works completed water flushing and the Town Hall HVAC Phase 2 is complete. All other projects are in process. The Town is monitoring to ensure all County Funds are used or encumbered due to the requirements.
- The 2024 Tax Rate as submitted was accepted by the state.

Motion: Mr. Espindola motioned to take Action Item C5 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

DISCUSS WHITFIELD-MANJIRO FRIENDSHIP SOCIETY, INC. AGREEMENT

President and Chief Executive Officer of the Whitfield-Manjiro Friendship Society, Inc. (WMFS) Gerry Rooney addressed the Board about the WMFS and the agreement with the Town signed May 7, 2009. (*Attachment B*).

Mr. Rooney introduced members of the WMFS Board: Secretary Debra Almeida, Treasurer, Dr. Brian Bowcock, Cultural Advisor, Ayako Rooney and Select Board member Charlie Murphy. Mr. Rooney gave a brief overview of the WMFS and the house on Cherry Street.

Ms. Ellison advised the Board that there is an interpretational discrepancy with regards to the billing for the police detail from the Manjiro Festival in October, 2023. The agreement states under point number four "Costs of Operation" that states "WMFS shall pay the cost of any special security services for the house or scheduled events." Ms. Ellison continued that with the failed override the Town has been charging for police details where in the past the Town was able to absorb the cost. Mr. Rooney acknowledged the clause in point number four and said his interpretation is that it is in reference to running the museum and not for items like a police detail because WMFS covers most of the expenses for festivals and events.

Mr. Rooney said he is asking the Town to follow the document from 1987 and not be asked to pay the Town for support at the festivals. Mr. Espindola suggested Mr. Rooney present a draft of changes to the current agreement and the Board can review and vote on the proposal. Mr. Correy pointed out that the agreement should exist in a tangible format to aid future boards with interpretation of the terms.

Mr. Rooney thanked the Board and will prepare a draft to present at a future meeting.

2023 ANNUAL REPORT COVER PHOTO

Ms. Ellison advised the Board that Ms. Hart suggested featuring the Fairhaven High School (FHS) football team on the cover. Ms. Hart explained she had been in contact with photographer Samuel Simoes who gave permission to the Town to use any of the photos of the FHS football team from his website.

Discussion ensued regarding potential photos, the preferences of the Board and the process to have a draft cover for the next meeting.

Motion: Mr. Espindola motioned to approve the cover of the 2023 Annual Report to be representative of the Fairhaven Super Bowl Champions. Ms. Powers seconded. The motion passed unanimously (5-0-0).

EVERSOURCE: FIBER OPTIC LICENSE AGREEMENT, INSTALL AND SUPPORT FIBER CABLE ON EXISTING POLES

Bill Daniels from Eversource addressed the Board via zoom. He explained the request (*Attachment C*) and clarified that this is for formal rights to maintain the fiber optic line and used to query nearby equipment to check in on functionality and gather data from their network and will be used internally by Eversource and no other companies. The ownership of the poles remains with WJFD and Fairhaven Wind.

Motion: Mr. Espindola motioned to approve the Fiber Optic License Agreement as presented by Eversource. Ms. Powers seconded. The motion passed unanimously (5-0-0).

CONSERVATION RESTRICTION: HUTTLESTON AVE, REGISTRY OF DEEDS AT BOOK 1566, PAGE 905 AND BOOK 2127, PAGE 128

This item was passed over

ZONING BOARD OF APPEALS APPOINTMENT PROCESS

Mr. Correy asked if there were questions for the Board to address. No discussion on the item.

2024 LICENSE/PERMIT RENEWALS

The Board reviewed the businesses seeking to renew licenses and permits as outlines in *Attachment D*.

Motion: Mr. Espindola motioned to approve the Liquor Licenses and permit renewals contingent on inspections and taxes paid for the businesses listed as numbers 1-40 under Liquor Licenses (See Attachment D). Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to approve Pouring License and permit renewal contingent on inspections and taxes paid for Meadows LLC/Nasketucket Bay Vineyard, 237 New Boston Road, Fairhaven, MA with a fee schedule of five hundred and fifty dollars. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to approve the Car Dealer licenses and permit renewals contingent on inspections and taxes paid for the businesses listed as numbers 1-11 under Car Dealer Licenses (See Attachment D). Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to approve the Repair licenses and permit renewals contingent on inspections and taxes paid for the businesses listed as numbers 1-9 and 11-20 under Repair Licenses (See Attachment D). Ms. Powers seconded. The motion passed unanimously (5-0-0).

Discussion ensued regarding the Repair License listed for Automotive Diagnostic Service, 162 Scoticut Neck Road. Mr. Silvia asked if they had applied because they are no longer in business. The Licensing Clerk will review and verify the status of the application.

Motion: Mr. Espindola motioned to approve the Repair licenses and permit renewal for Automotive

Diagnostic Service, 162 Sconticut Neck Road, Fairhaven, MA pending verification of the business and contingent on inspections and taxes paid. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to approve the Common Victualer licenses and permit renewals contingent on inspections and taxes paid for the businesses listed as numbers 1-16 and 18-29 under Common Victualer Licenses (See Attachment D). Ms. Powers seconded. The motion passed unanimously (5-0-0).

Discussion ensued regarding the Common Victualer License listed for Mey Breakfast, the Licensing Clerk is in the process of working with the owner on completing the application. This item will be on a future agenda once the application is complete.

Motion: Mr. Espindola motioned to approve the Lodging House licenses and permit renewals contingent on inspections and taxes paid for Kopper Kettle Guest House, 41 Huttleston Avenue, Fairhaven, MA and Delano Homestead Bed & Breakfast, 39 Walnut Street, Fairhaven, MA (See Attachment D). Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to approve the Private Livery license for Elite Transportation, 1 Deerfield Lane, Fairhaven, MA (See Attachment D). Ms. Powers seconded. The motion passed unanimously (5-0-0).

RESCIND CHAPTER 220 SPECIAL MUNICIPAL EMPLOYEES

This item was passed over

MISSION STATEMENT: FINANCIAL POLICY REVIEW COMMITTEE (FPRC)

Mr. Espindola distributed a draft policy document (*Attachment E*).

Ms. Powers stated as a member of the FPRC, her preference is to review with the other members of the committee before voting on it as a Select Board member. She would like to take it back to the FPRC to review.

Discussion ensued amongst the Board as to what body creates the mission statement for a new committee, common and past practice with mission statements for new committees and the need to have the FPRC understand what the new committee is about.

Ms. Ellison added that budget season is starting and there will be joint meetings scheduled. A meeting is being coordinated in January for the FPRC. They will review and then Ms. Powers and Mr. Murphy can bring it back to a future meeting with the Select Board.

CORRESPONDENCE

- Public Employee Retirement Administration Commission (PERAC) Retirement Rate notice

COMMITTEE LIAISON REPORTS

Ms. Powers reported:

The Library Trustees meet on December 19, 2023. No other meetings to report on.

Mr. Murphy had no meetings to report on

Mr. Silvia reported:

The Historical Commission met and are working on a sign for Cooke Park. Research is being done on the title due to a question as to what the deed shows for the owner.

Mr. Espindola reported on:

The Broadband Study Committee, The Massachusetts Broadband Coalition, SRPEDD and The Livable Streets

Committee (*Attachment F*)

Mr. Correy had no meetings to report on

PUBLIC COMMENT

Diane Hahn, 86 Francis Street addressed the Board via zoom regarding recent racist concerns, she is not a racist and stated it is time for action and to be anti-racist. She said she took a stand outside Town Hall tonight against the vile actions of a vocal minority trying to drive out leaders.

BOARD MEMBER ITEMS

Mr. Espindola stated in regards to the proclamation earlier, the delay in response was not a lack of enthusiasm but confusion. He wants to learn more, he did read the book *White Fragility* and has passed it on and encourages everyone to read it. Mr. Espindola reminded everyone that there is a meeting on January 9, 2024 regarding the Fairhaven/New Bedford Bridge.

Mr. Murphy wanted to remind everyone about the leash law and that it is important especially regarding the bike path for safety including pet safety.

Mr. Correy reminded everyone to get involved. He thanked the Southcoast Welcome Corps for what they have done including a recent Christmas event for the families at the Seaport, the event was very impactful.

NEWS AND ANNOUNCEMENTS

The next regularly scheduled Select Board meeting is on Monday, January 8, 2024 at 6:30p.m.

Mr. Correy added that as 50 Cent sung: “Sunny days wouldn't be special if it wasn't for rain. Joy wouldn't feel so good if it wasn't for pain.”

1. **Motion:** Mr. Espindola motioned to enter into Executive Session 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 Session (November 20, 2023) AND pursuant to G.L. c. 30A, § 21(a)(2) “[t]o conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel”: (Angie Lopes Ellison) and not to return to Open Session. Ms. Powers seconded. Roll Call Vote. Mr. Espindola in favor, Ms. Powers in favor, Mr. Murphy in favor, Mr. Sylvia in favor and Mr. Correy in favor. The motion passes unanimously (5-0-0).

Ms. Ellison wished everyone Happy Holidays. Mr. Correy added Merry Christmas, Happy Kwanza, Happy Hanukah.

Meeting adjourned to Executive Session at 9:11 p.m.

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

ATTACHMENTS:

- A. Community Development Block Grant (CDBG) flyer
- B. Whitfield-Manjiro Friendship Society agreement
- C. Eversource: Fiber Optic License Agreement, Install and Support Fiber Cable on Existing Poles.
- D. 2024 License/Permit Renewals
- E. Draft Mission Statement: Financial Policy Review Committee – Robert Espindola
- F. Committee Liaison Report – Robert Espindola

Approved on _____, 2023

FOR IMMEDIATE RELEASE

The State's Executive Office of Housing & Livable Communities (EOHLC) has notified the Town that the families being sheltered at the Seaport Resort & Marina in Fairhaven will begin to be transferred to an alternate facility outside of Fairhaven in the coming weeks.

The state advised the Town that this decision is part of a strategic initiative aimed at streamlining resources and enhancing the efficiency of services provided to those in need. The Seaport Resort & Marina site will no longer operate as a supplemental shelter after this transition.

We appreciate the understanding and cooperation of the Fairhaven community during this process. The Town also extends its appreciation to the various Town departments, leaders, community organizations and individuals that came together to assist with welcoming and supporting the families as they were placed in shelter. Their commitment underscores the strength of our community and its ability to come together to address the challenges faced by these families.

For further information or media inquiries, please contact The EOHLC at (617) 874-0126 or the Select Board office at (508) 979-4023, Ext. 2

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MARCUS D. FERRO

C 4

January 3, 2024

774-263-7080
marcusferrolaw@gmail.com

22 Laura Lane,
Fairhaven, MA 02719

Hon. Leon Correy
Hon. Stasia Powers
Hon. Keith Sylvia
Hon. Charles Murphy
Hon. Bob Espindola
40 Center Street
Fairhaven, MA 02719

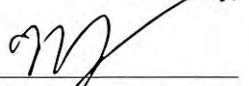
Dear Fairhaven Selectboard,

I am writing to inform you that due to growing commitments to my work and to my family, I will be resigning from the Commission on Disability.

I am proud of the work we have done on the CoD to collaborate with Town departments to make Fairhaven a more accessible Town for all of it's residents. And I know that I am leaving the Commission in capable hands with a group of passionate and dedicated people who will continue to move these important issues forward.

Thank you for allowing me the opportunity to serve my Town in this capacity and for the help you have given us along the way.

Sincerely,



Marcus D. Ferro, Esq.

Fire

D1

I am writing this letter to state my intention to retire on July 25th, 2026.

Respectfully,



Brian Riggs

RECEIVED
DEC 05 2023
BY: K. Austin 0753

RECEIVED
2023 DEC 21 P 3:21

RECEIVED
2023 DEC -0 P 8:50

cc: Selectmen/TA ✓
Retirement

RECEIVED
2023 DEC 21 P 9:11

**Town of Fairhaven
Broadband Study Committee**

Fairhaven Broadband Study Committee Mission:

The mission of the Fairhaven Broadband Study Committee is to provide continuity between past committee work and the Municipal Light Plant Board which may be formed at a future date. This will include initiatives to advance the planning and funding for a potential deployment of an open access fiber network.

The Broadband Study Committee shall be charged with the following:

- Town Meeting Preparation
- Coordination with Mass Broadband Institute regarding grant opportunities
- Execution of the Community Compact Cabinet Grant project
- Updates of the Broadband Master Plan
- What to do about the website and future management thereof
- Community Engagement
- Write an RFP for Open Access Partner
- RFP for full build out

The committee shall be comprised of seven (7) individuals as follows;

1. Selectmen Representative (appointed by the Board)
2. Member of the Economic Development Committee (appointed by the committee)
3. Member of the Cable Advisory Committee (appointed by the committee)
4. Town Administrator appointee (to understand potential impact on Town Staffing (Direct or third-party coordination))
5. Three At-Large Members from the community
 - a. Desirable qualifications for At-Large Members would be
 - i. Technical Knowledge of the subject
 - ii. Knowledge of Finance
 - iii. Knowledge of Project Management

Terms shall be one year, reappointed annually. If a newly appointed member or alternate member does not get sworn in within 3 months of appointment, they will no longer be a member of the committee. Members shall not have more than 6 absentees in a calendar year or they may be removed from the committee.

This is an Ad hoc committee and will serve until the work of the committee is completed as determined by the Board of Selectmen after which the committee will be disbanded.

- o Adopted by vote of the Board of Selectmen on December 17, 2018.
- o Amended by vote of the Board of Selectmen on February 27, 2019 to change the name from Municipal Fiber Study Committee to Broadband Study Committee.
- o Amended by vote of the Select Board on September 19, 2022 to include Associate members.

**2024 Common Victualer License RENEWAL
FOR APPROVAL BY THE SELECT BOARD**

January 8, 2024

Mey's Breakfast

16 Main Street, Fairhaven, MA

GRANTOR: G. Bourne Knowles Co., Inc

GRANTEE: Town of Fairhaven Conservation
Commission

ADDRESS OF PREMISES: s/s of Huttleston Avenue,
Fairhaven, Massachusetts

FOR GRANTOR'S TITLE SEE: Bristol County SD
Registry of Deeds at Book 1566, Page 905 and
Book 2127, Page 128

GRANT OF CONSERVATION RESTRICTION

I. STATEMENT OF GRANT

G. Bourne Knowles Co., Inc., a Massachusetts Business Corporation with a principal place of business at 267 Huttleston Avenue, Fairhaven Bristol County, Massachusetts 02719 being the owner of the Premises as defined herein, constituting all of the owners of the Premises as defined herein, for itself and its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant, with QUITCLAIM COVENANTS, to **Town of Fairhaven**, acting by and through its Conservation Commission, a municipal corporation existing in Bristol County, Massachusetts, with its office at 40 Center Street, Fairhaven, Massachusetts by authority of Section 8C of Chapter 40 of Massachusetts General Laws and its permitted successors and assigns (“Grantee”), for consideration of less than Ten (10.00) Dollars, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Fairhaven, Bristol County, Massachusetts containing approximately 18.672 acres, more or less (“Premises”), which Premises is more particularly described in Exhibit A attached hereto and included herein and shown in the attached reduced copies of survey plans in Exhibits B-1 and B-2, all of which are attached hereto and included herein.

II. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purposes of this Conservation Restriction (“Purposes”) are to ensure that the Premises will be maintained in perpetuity in its natural, scenic, or open condition and to prevent any use or change that would materially impair the Conservation Values (as defined below).

Permit Requirement This Conservation Restriction is required by Article 54 of the Town of Fairhaven Annual Meeting of June 24, 2021, which allowed the rezoning of portions of 267 Huttleston Avenue in Fairhaven, Bristol County, Massachusetts from Multi-Family Use to Business Use, a true copy of said vote is attached hereto as Exhibit “C”.

The Conservation Values protected by this Conservation Restriction include the following:

- Open Space. The Premises contributes to the protection of the scenic and natural character of the Town of Fairhaven and the protection of the Premises will enhance the open-space value of these and nearby lands.
- Wildlife Habitat Protection. The conservation of the Premises will contribute to the protection of the habitat of a variety of wildlife and wetland species.
- Floodplain. The majority of the Premises lies within the 100-year floodplain of Nasketucket Bay as shown on FEMA Panel #2500500413G effective 7/6/2021 for the Town of Fairhaven. The protection of this floodplain will ensure the continued availability of this flood storage area during major storm events.
- Water Quality Protection: The preservation of the natural and undisturbed environment south of the Town of Fairhaven Bike Trail will provide for ground water recharge and protection of this wetland resource area.
- Protection of Nasketucket River Basin Embayment: The conservation of Premises which is a part of the Nasketucket River embayment system from development will promote water quality in Nasketucket Bay and ultimately Buzzards Bay.
- Wetlands. The wetlands on the Premises provide valuable habitat for a diverse array of wildlife species as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Section 40 of Chapter 131 of the Massachusetts General Laws).
- Consistency with Local Governmental Conservation Policy. The Premises lie adjacent to upland and wetland ecosystems that will benefit from the protection and conservation of the Premises that is consistent with the Town of Fairhaven's Open Space and Recreation Plan which seeks to protect the town's wetlands resources and scenic landscape areas

III. PROHIBITED and PERMITTED ACTS AND USES

A. Prohibited Acts and Uses

The Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Structures and Improvements. Constructing, placing, or allowing to remain any temporary or permanent structure including without limitation any building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, graveled area, roads, sign, fence, gate, billboard or other advertising, antenna, utilities or other structures, utility pole, tower, solar panel, solar array, conduit, line, septic or wastewater disposal system, storage tank, or dam;

2. Extractive Activities/Uses. Mining, excavating, dredging, withdrawing, or removing soil, loam, peat, gravel, sand, rock, surface water, ground water, or other mineral substance or natural deposit, or otherwise altering the topography of the Premises;
3. Disposal/Storage. Placing, filling, storing, or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings, liquid or solid waste or other substance or material whatsoever;
4. Adverse Impacts to Vegetation. Cutting, removing, or destroying trees, shrubs, grasses or other vegetation;
5. Adverse Impacts to Water, Soil, and Other Features. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, natural habitat, archaeological conservation, or ecosystem function;
6. Introduction of Invasive Species. Planting or introducing any species identified as invasive by the Massachusetts Invasive Plant Advisory Group or identified as invasive in such recognized inventories as the Massachusetts Introduced Pests Outreach Project, the Northeast Aquatic Nuisance Species Panel, or other such inventories, and any successor list as mutually agreed to by Grantor and Grantee;
7. Motor Vehicles. Using, parking, or storing motorized vehicles, including motorcycles, mopeds, all-terrain vehicles, off-highway vehicles, motorboats or other motorized watercraft, snowmobiles, launching or landing aircraft, or any other motorized vehicles, acknowledging that vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) may have a legal right to enter the Premises;
8. Subdivision. Subdividing or conveying a part or portion of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), it being the Grantor's and Grantee's intention to maintain the entire Premises under unified ownership;
9. Use of Premises for Developing Other Land. Using the Premises towards building or development requirements on this or any other parcel;
10. Adverse Impacts to Stone Walls, Boundary Markers. Disrupting, removing, or destroying stone walls, granite fence posts, or any other boundary markers;
11. Residential or Industrial Uses. Using the Premises for residential or industrial purposes; and
12. Inconsistent Uses. Using the Premises for commercial purposes that are inconsistent with the Purposes or that would materially impair the Conservation Values, or for any other uses or activities that are inconsistent with the Purposes or that would materially impair the Conservation Values.

B. Permitted Acts and Uses

Notwithstanding the Prohibited Acts and Uses described in Paragraph III.A., the Grantor may conduct or permit the following acts and uses on the Premises, provided they do not materially impair the Purposes and/or Conservation Values. In conducting any Permitted Act and Use, Grantor shall minimize impacts to the Conservation Values to ensure any such impairment thereto is not material.

1. Vegetation Management. Maintaining vegetation, including pruning, trimming, cutting, and mowing, and removing brush, all to prevent, control, and manage hazards, disease, insect, or fire damage, and/or in order to maintain the condition of the Premises as documented in the Baseline Report (see Paragraph XV.);
2. Non-native, Nuisance, or Invasive species. Removing non-native, nuisance, or invasive species, interplanting native species, and controlling species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
3. Composting. Stockpiling and composting stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;
6. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to 16 feet in width overall;
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above;
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing,

contouring, or other such features, together with the use of motorized equipment to construct such features;

7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
8. Motorized Vehicles. Using motor vehicles for Permitted Acts and Uses of the Premises. Using motorized mobility assistance devices by persons with mobility impairments, and using other motorized vehicles by persons with mobility impairments for nature observations and educational activities solely on the parcel of land shown on Exhibit B-2 provided however that the manner of such motorized vehicle use is approved in advance by the Grantee.
9. Outdoor Passive Recreational and Educational Activities. Fishing, canoeing and other non-motorized boating, activities in Nasketucket and Robbins Creek adjacent to Parcel 3 as shown on the plan in Exhibit B-2 and nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;
10. Maintenance of the existing graveled areas and road systems located on the Premises with like kind materials, but not further expansion or relocation of such areas or roads; and
11. Notwithstanding the terms of Sections III.A.8 and III.A.9 hereinabove, those areas of the Premises northerly of the bike trail, may be utilized towards land area calculations for zoning purposes and building set back requirements and other subdivision purposes associated solely with the division of the land lying southerly of Huttleston Avenue and northerly of the bike trail into Lots A and B as shown on the plan in Exhibit B-1 and the subsequent use and development of such Lots A and B, and that said Lots A & B may be conveyed into separate ownership.

C. Site Restoration

Upon completion of any Permitted Acts and Uses, any disturbed areas shall be restored substantially to the conditions that existed prior to said activities, including with respect to soil material, grade, and vegetated ground cover.

D. Compliance with Permits, Regulations, Laws

The exercise of any Permitted Acts and Uses under Paragraph III.B. shall be in compliance with all applicable federal, state, and local laws, rules, regulations, zoning, and permits, and with the Constitution of the Commonwealth of Massachusetts. The inclusion of any Permitted Act or Use requiring a permit, license or other approval from a public agency does not imply that the Grantee

or the Commonwealth takes any position whether such permit, license, or other approval should be issued.

E. Notice and Approval

1. Notifying Grantee. Whenever notice to or approval by Grantee is required, Grantor shall notify or request approval from Grantee, by a method requiring proof of receipt, in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question, unless a different time period is specified herein. The notice shall:
 - a. Describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity;
 - b. Describe how the proposed activity complies with the terms and conditions of this Conservation Restriction, and will not materially impair the Purposes and/or Conservation Values;
 - c. Identify all permits, licenses, or approvals required for the proposed activity, and the status of any such permits, licenses, or approvals; and
 - d. Describe any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the Purposes and Conservation Values.
2. Grantee Review. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within sixty (60) days of receipt of Grantor's request. Grantee's approval shall only be granted upon a showing that the proposed activity will minimize impacts to the Conservation Values and will not materially impair the Purposes and/or Conservation Values. Grantee may require Grantor to secure expert review and evaluation of a proposed activity by a mutually agreed upon party.
3. Resubmittal. Grantee's failure to respond within sixty (60) days of receipt shall not constitute approval of the request. Grantor may subsequently submit the same or a similar request for approval.

IV. INSPECTION AND ENFORCEMENT

A. Entry onto the Premises

The Grantor hereby grants to the Grantee, and its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction.

B. Legal and Injunctive Relief

1. Enforcement. The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain compensatory relief, and equitable relief against any violations, including, without limitation,

injunctive relief and relief requiring restoration of the Premises to its condition prior to the time of the injury (it being agreed that the Grantee will have no adequate remedy at law in case of an injunction). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction.

2. Notice and Cure. In the event the Grantee determines that a violation of this Conservation Restriction has occurred and intends to exercise any of the rights described herein, the Grantee shall, before exercising any such rights, notify the Grantor in writing of the violation. The Grantor shall have thirty (30) days from receipt of the written notice to halt the violation and remedy any damage caused by it, after which time Grantee may take further action, including instituting legal proceedings and entering the Premises to take reasonable measures to remedy, abate or correct such violation, without further notice. Provided, however, that this requirement of deferment of action for thirty (30) days applies only if Grantor immediately ceases the violation and Grantee determines that there is no ongoing violation. In instances where a violation may also constitute a violation of local, state, or federal law, the Grantee may notify the proper authorities of such violation.
3. Reimbursement of Costs and Expenses of Enforcement. Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including counsel fees) incurred by the Grantee in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey by a Massachusetts licensed professional land surveyor and to have the boundaries permanently marked.

C. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the sole discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

D. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws, and regulations, or acts not caused by the Grantee or its agents.

E. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from natural causes beyond the Grantor's control, including but not limited to fire, flood, weather,

climate-related impacts, and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

V. PUBLIC ACCESS

This Conservation Restriction does not grant any right of access to the general public in over or upon the portion of the Premises within the areas shown as Lots A and B on the plan in Exhibit B-1 and the Grantor retains its rights to prohibit access by the general public upon the portion of the Premises shown as "Parcel 3" on the plan in Exhibit B-2.

VI. TERMINATION/RELEASE/EXTINGUISHMENT

A. Procedure

If circumstances arise in the future that render the Purposes impossible to accomplish, this Conservation Restriction can only be terminated, released, or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, or successor official ("Secretary"), and any other approvals as may be required by Section 32 of Chapter 184 of the Massachusetts General Laws.

B. Grantor's and Grantee's Right to Recover Proceeds

If any change in conditions ever gives rise to termination, release, or extinguishment of this Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph VI.C., subject, however, to any applicable law which expressly provides for a different disposition of the proceeds, and after complying with the terms of any gift, grant, or funding requirements. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

C. Grantee's Receipt of Property Right

Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, for the purpose of enforcing this Conservation Restriction, but does not entitle Grantee, upon extinguishment, release, or termination, to any proceeds received by the Grantor from the subsequent sale, exchange, or involuntary conversion of the Premises. Any proceeds that result from any such extinguishment, release, or termination will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

D. Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with Paragraph VI.B. and Paragraph VI.C. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of any proceeds in a manner consistent with the Purposes or the protection of the Conservation Values.

VII. DURATION and ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction. The Grantor, on behalf of itself and its successors and assigns, appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

1. the Grantee requires that the Purposes continue to be carried out;
2. the assignee is not an owner of the fee in the Premises;
3. the assignee, at the time of the assignment, qualifies under 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or registered in the applicable land court registry district, and at the Grantor's expense, a notice of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

B. Grantor's Liability

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

X. NON-MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction following the terms set forth in Paragraph VII.C to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

XI. AMENDMENT

A. Limitations on Amendment

Grantor and Grantee may amend this Conservation Restriction only to correct an error or oversight, clarify an ambiguity, maintain, or enhance the overall protection of the Conservation Values, or add real property to the Premises, provided that no amendment shall:

1. affect this Conservation Restriction's perpetual duration;
2. be inconsistent with or materially impair the Purposes;
3. affect the qualification of this Conservation Restriction as a "qualified conservation contribution" or "interest in land" under any applicable laws, including 26 U.S.C. Section 170(h), and related regulations;
4. affect the status of Grantee as a "qualified organization" or "eligible donee" under any applicable laws, including 26 U.S.C. Section 170(h) and related regulations, and Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws;
5. create an impermissible private benefit or private inurement in violation of federal tax law, as determined by an appraisal, conducted by an appraiser selected by the Grantee, of the economic impact of the proposed amendment;
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment);
7. cause the provisions of this Paragraph XI to be less restrictive; or
8. cause the provisions described in Paragraph VII.C (Running of the Benefit) to be less restrictive

B. Amendment Approvals and Recording

No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor, approved by the Town of Fairhaven and by the Secretary in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, and recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XII. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the Massachusetts General Laws have been obtained, and it has been recorded in the applicable registry of deeds or registered in the applicable land court registry district.

XIII. NOTICES

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: G. Bourne Knowles Co., Inc.
267 Huttleston Avenue
Fairhaven, Massachusetts. 02719

To Grantee: Town of Fairhaven Conservation Commission
40 Center Street
Fairhaven, Massachusetts 02719

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIV. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in order to effect the Purposes and the policy and purposes of Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the Purposes that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and Grantee with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Restriction, all of which are merged herein.

XV. BASELINE DOCUMENTATION REPORT

The Conservation Values, as well as the natural features, current uses of, and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, as applicable, are described in a Baseline Documentation Report ("Baseline Report") prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and included by reference herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, (ii) is intended to fully comply with applicable Treasury Regulations, (iii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein, and (iv) may be supplemented as conditions on the Premise change as allowed over time. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant in addition to the Baseline Report.

XVI. MISCELLANEOUS

A. Pre-existing Public Rights

Approval of this Conservation Restriction pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws by any municipal officials and by the Secretary, is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Release of Homestead

The Grantor attests that there is no residence on or abutting the Premises (including areas excluded from the Premises) that is occupied or intended to be occupied as a principal residence by a spouse, former spouse, or children of the grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if Premises is owned by a trust.

C. Subordination

The Grantor shall record at the applicable registry of deeds or shall register in the applicable land court registry district simultaneously with this Conservation Restriction all documents necessary to subordinate any mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Executory Limitation

If Grantee shall cease to exist or to be qualified to hold conservation restrictions pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws, or to be qualified organization under 26 U.S.C. 170(h), and applicable regulations thereunder, if applicable, and a prior assignment is not made pursuant to Paragraph VII, then Grantee's rights and obligations under this Conservation Restriction shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable Massachusetts law and with due regard to the requirements for an assignment pursuant to Paragraph VII.

E. Prior Encumbrances

This Conservation Restriction shall be in addition to and not in substitution of any other restrictions or easements of record affecting the Premises.

F. The following signature pages are included in this Grant:

Grantor

Grantee Acceptance

Approval of Select Board

Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts.

G. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B-1 and B-2: Reduced Copies of Recorded Plans of Premises

Exhibit C: Town Vote Requiring Conservation Restriction

WITNESS our hands and seals this ____ day of _____, 2023

G. Bourne Knowles Co., Inc.

By:

G. Bourne Knowles, III
President and Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss:

On this ____ day of _____ 2023, before me, the undersigned notary public, personally appeared G. Bourne Knowles, III, President and Treasurer of G. Bourne Knowles Co., Inc., and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President and Treasurer of G. Bourne Knowles Co., Inc. and that it was the free act and deed of G. Bourne Knowles Co., Inc.

Notary Public
My Commission Expires:

**ACCEPTANCE OF CONSERVATION RESTRICTION BY TOWN OF FAIRHAVEN
CONSERVATION COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the Town of Fairhaven, Massachusetts, hereby certify that at a public meeting duly held on _____, 2023, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from G. Bourne Knowles Co., Inc. and Leslie P. Knowles pursuant to Section 32 of Chapter 184 and Section 8C of Chapter 40 of the Massachusetts General Laws and do hereby accept the foregoing Conservation Restriction.

TOWN OF FAIRHAVEN CONSERVATION
COMMISSION:

Jay Simmons, Chair

Karen Isherwood, Vice-Chair

Jake Galary

Carrie Hawthorne

Ronnie Medina

Andrew Saunders

Anthony Couto

THE COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss:

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF TOWN OF FAIRHAVEN SELECT BOARD

We, the undersigned, being a majority of the Select Board of the Town of Fairhaven, Massachusetts, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve in the public interest the foregoing Conservation Restriction from G. Bourne Knowles Co., Inc., and Leslie P. Knowles to Town of Fairhaven, acting by and through its Conservation Commission pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

TOWN OF FAIRHAVEN SELECT BOARD:

Leon E. Correy, III, Chair

Charles K. Murphy, Sr., Vice -Chair

Stasia Powers

Keith Silvia

Robert J. Espindola

THE COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss:

On this _____ day of _____ 2023, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, _____, _____, and _____, _____, and proved to me through satisfactory evidence of identification which was _____ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL OF SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS OF
THE COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction from G. Bourne Knowles Co., Inc., and Leslie P. Knowles to Town of Fairhaven, acting by and through its Conservation Commission, in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2023

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2023, before me, the undersigned notary public, personally appeared Rebecca L. Tepper and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

The land in Fairhaven, Bristol County, Commonwealth of Massachusetts described as follows:

- A. The land containing 3.452 acres, more or less, shown as “Conservation Restriction Area Upon Lot A” and the land containing 0.405 acres, more or less, shown as “Conservation Restriction Area B-1 Upon Lot B”, and the land containing 1.945 acres, more or less, shown as “Conservation Restriction Area B-2 Upon Lot B”, all as shown on a plan entitled “Approval Not Required Plan prepared for G. Bourne Knowles & Co., Inc. in Fairhaven, Massachusetts”, Date: March 19, 2023, Scale: 1”=50’, prepared by Prime Engineering, Inc., recorded in the Bristol County Southern District Registry of Deeds in Plan Book 185, Page 44, a reduced copy of which plan is attached hereto as Exhibit B-1; and
- B. The land containing 12.87 acres, more or less, shown as “Parcel 3” on a plan entitled “Plan of Land situated in Fairhaven, Mass., surveyed for Kenneth S. Peirce et al., Scale: 1”=200’, Nov. 22, 1941, prepared by Samuel H. Corse, Surveyor, recorded in said Registry of Deeds as Plan #3 in Plan Book 34, Page 9, a reduced copy of which plan is attached hereto as Exhibit B-2.

EXHIBIT B-1

Reduced Copy of Plan of Premises

For official full-size plans see Bristol County S.D. Registry of Deeds in Plan Book 185, Page 44.

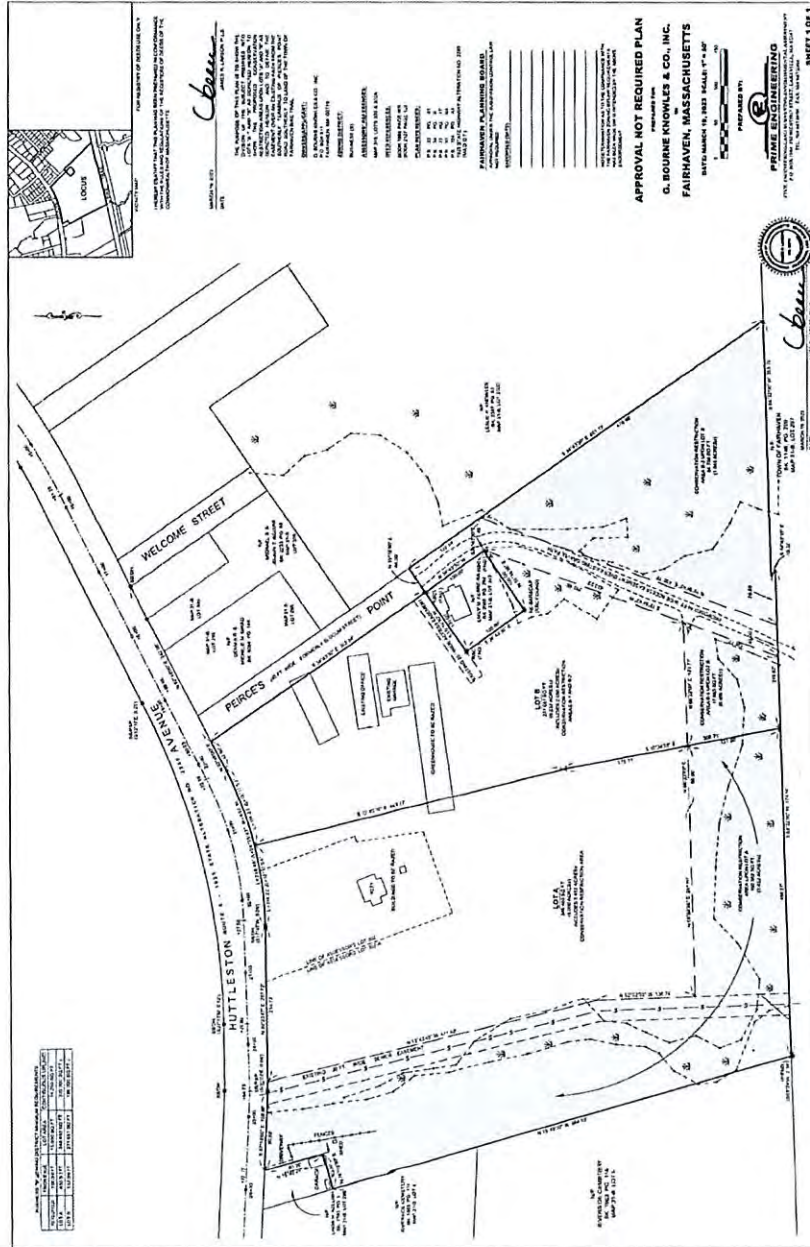


EXHIBIT B-2

Reduced Copy of Plan of Premises

For official full-size plans see, Bristol County S.D. Registry of Deeds Plan # 3 in Plan Book 34 Page 9.

PLAN 3
BOOK NO. 34 PAGE 9

Commonwealth of Massachusetts
Registry of Deeds
New Bedford, December 15, 1941.
At 12 Hour 6 Min. P.M. (S.D.)
Received and Recorded in Bristol Co.
Attest *John D. Egan*
Asst. Register.

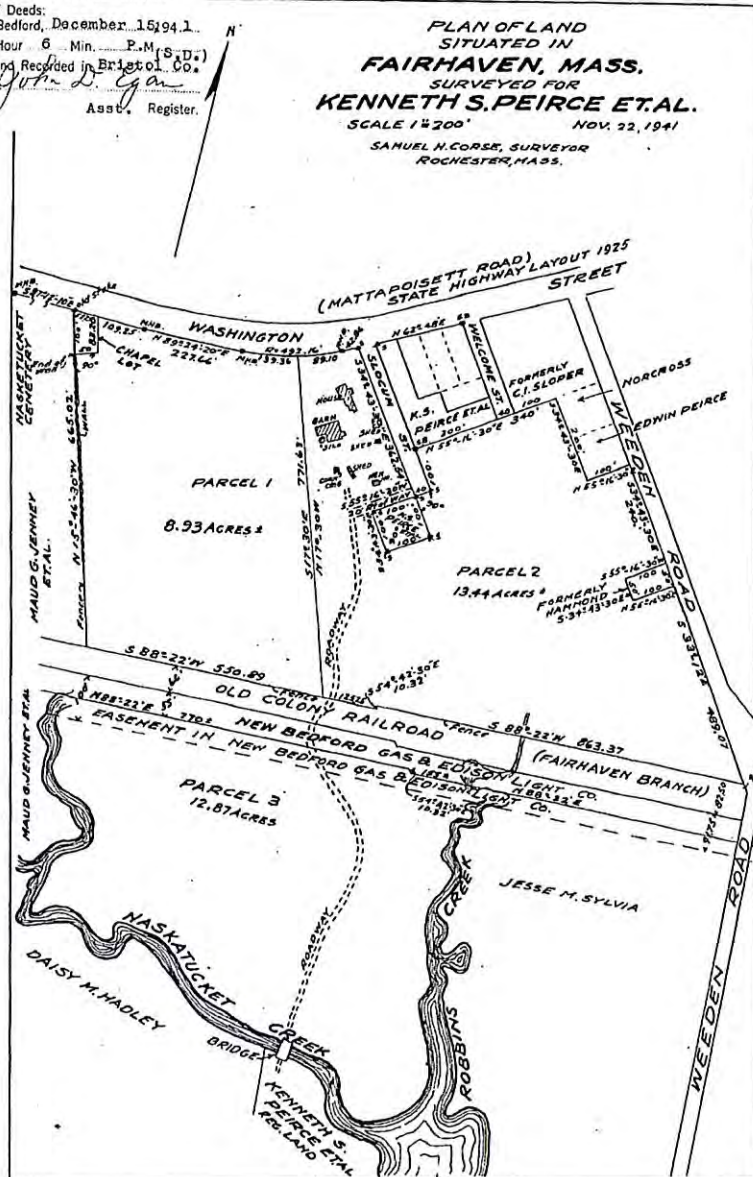


EXHIBIT "C"

TOWN MEETING VOTE



Town of Fairhaven
Town Clerk's Office

Town Hall · 40 Center Street · Fairhaven, MA 02719

REMOTE ADJOURNED ANNUAL TOWN MEETING – MONDAY, JUNE 14, 2021
WALTER SILVEIRA AUDITORIUM – ELIZABETH HASTINGS MIDDLE SCHOOL
TOWN MEETING MEMBERS PRESENT 192 – QUORUM REQUIRED 40

ARTICLE 54: CITIZENS PETITION - REZONE PORTIONS OF 267 HUTTLESON AVENUE

By 2/3rds vote, the town voted as amended, an article for the Rezone of the following described property Portions of 267 Huttleson Avenue from (Existing Zoning) Multi-family to Proposed Zoning: Business

AMENDMENT: This zoning change becomes effective only after the following requirements are met, a covenant is drawn that declares all areas cited Conservation Restricted in the sitemap attached to this proposal be protected perpetuity by being designated Conservation Restricted Area by the petitioner filed with the MA, D.E.P. and said CR in Place.

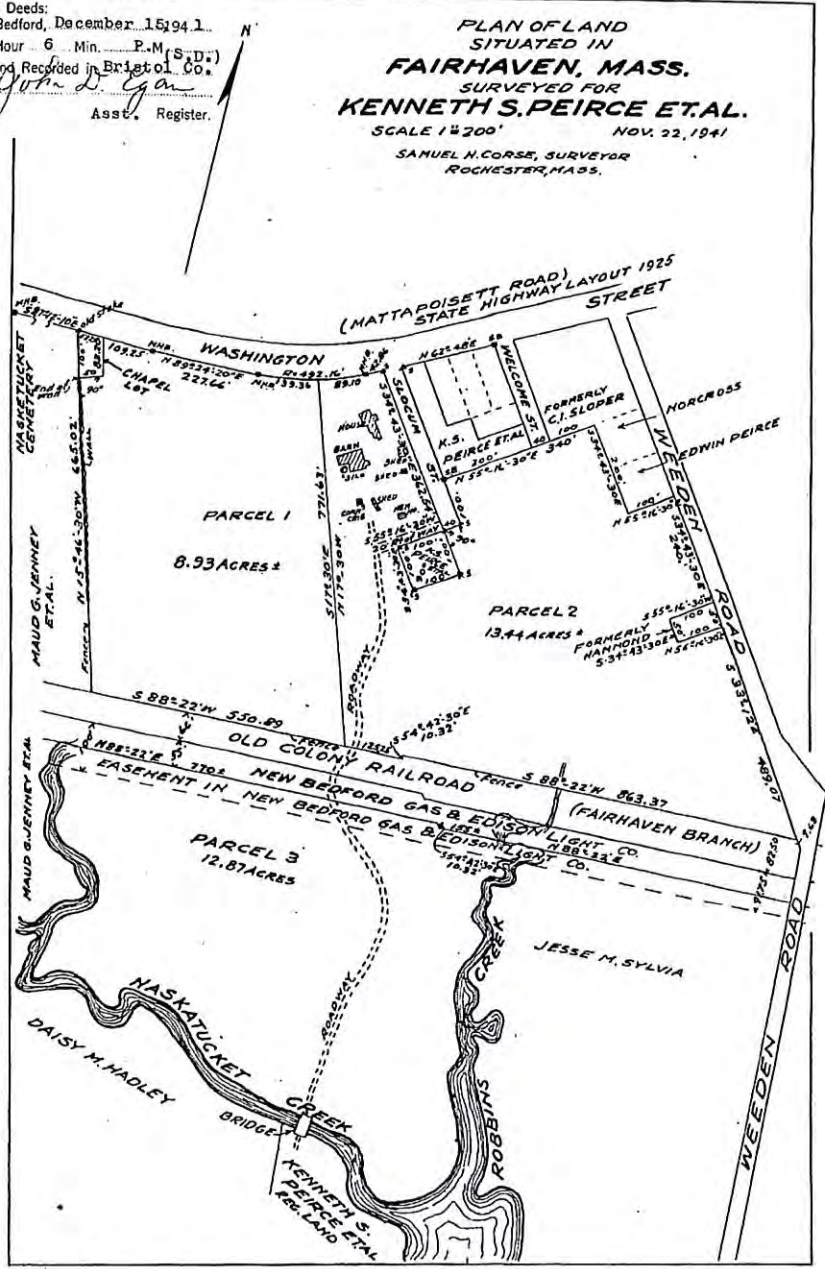
A TRUE COPY, ATTEST:


LINDA FREDETTE - ACTING TOWN CLERK

PLAN 3
BOOK NO. 34 PAGE 9

Commonwealth of Massachusetts
 Registry of Deeds
 New Bedford, December 15, 1941.
 At 12 Hour 6 Min. P.M. (S.D.)
 Received and Recorded in Bristol Co.
 Attest *John D. Gann*
 Asst. Register.

PLAN OF LAND
SITUATED IN
FAIRHAVEN, MASS.
 SURVEYED FOR
KENNETH S. PEIRCE ET AL.
 SCALE 1"=200' NOV. 22, 1941
 SAMUEL H. CORSE, SURVEYOR
 ROCHESTER, MASS.



2023 Annual Report



Fairhaven, Massachusetts

2023 Annual Report Fairhaven, Massachusetts





OpenCape Project Summary for Fairhaven

Like other municipalities in Southeastern, MA and Cape Cod, Fairhaven has received a Massachusetts Municipal Fiber Grant of \$250,000. One option for utilizing this grant in the allotted time frame is to proceed as follows:

Fairhaven would work in concert with OpenCape, which already has a substantial amount of fiber backbone in the town. As we built in Bourne and Hyannis, OpenCape would use the grant in the following manner, based on input and direction from the town. OpenCape would install, manage, and maintain the Calix E7 equipment to power an XGS PON service (capable of delivering 1Gig, 5Gig, and even 10Gig service) connected and powered by the OpenCape backbone. Based on our initial discussion with Fairhaven the initial concept would be to extend the fiber network to cover segments of Alden Road that OpenCape doesn't already cover and an extension along Route 6 from where the OpenCape backbone turns at the intersection of Route 6 and Mill Road. The extension would extend fiber from that location to the intersection of Rt6 and Adams Rd where the aerial pole line ends (this is just an initial concept and can be changed)

The initial fiber extension, some 10,300 lf, of the XGS PON Network would cost ~ **\$128,117** including \$25,000 for the Calix equipment and optics. (OpenCape would refine this estimate once final objectives are determined and we can engineer the final plans)

This would leave ~\$121,883 left to cover connections from the PON distribution fiber to local businesses (the cost of the connection is based on the distance from the fiber and the hardware required to be placed in the business). In Bourne, we partnered with the Chamber of Commerce to offer free connections (funded by the grant) to Chamber Members. This was a specific effort to drive economic development in Buzzards Bay along Main Street. The result was an increase in Chamber membership, a renewed sense of excitement, and the attraction of businesses to the Main Street area who were interested in having access to robust, ultra-reliable, and affordable fiber connectivity.

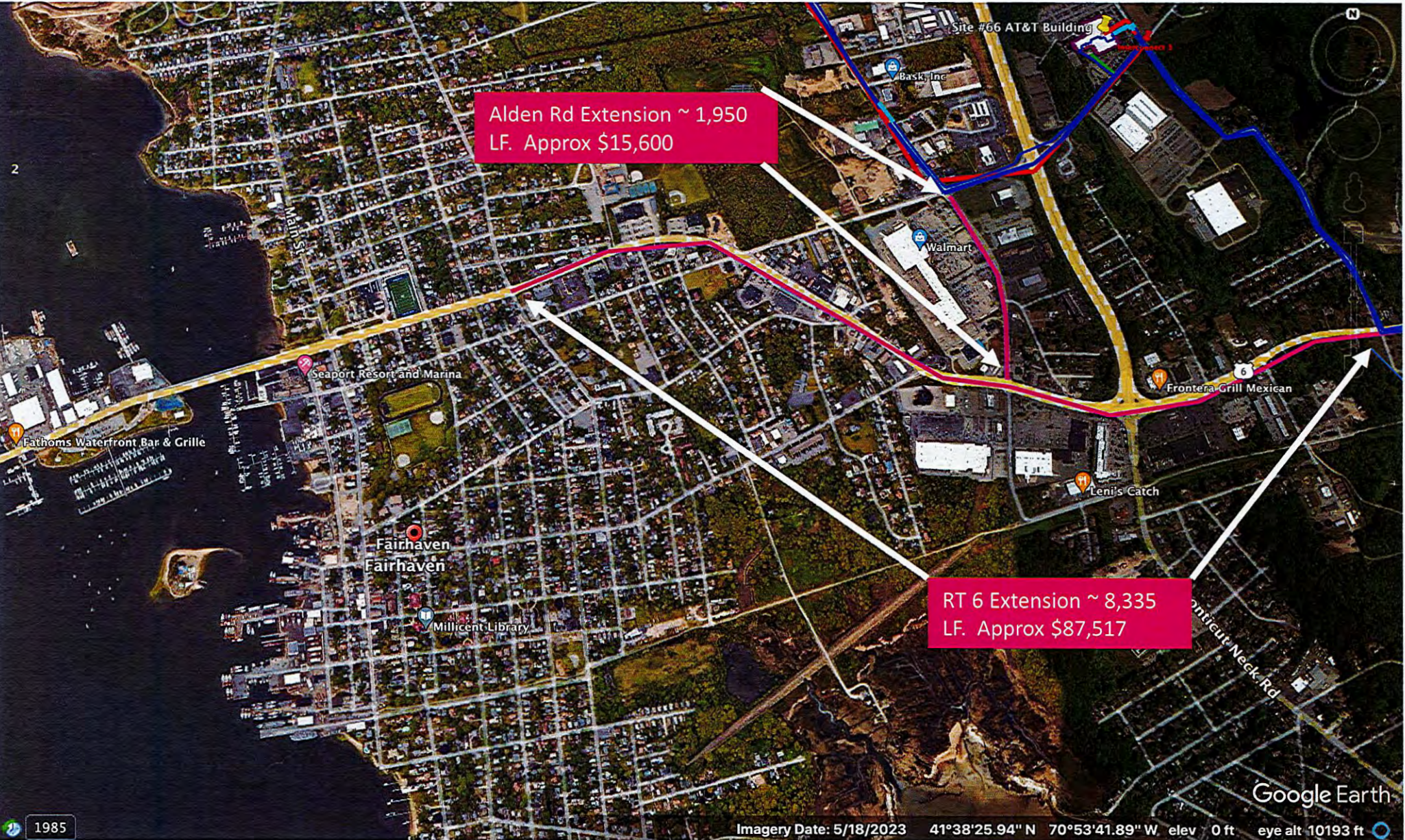
In Bourne we offered this pricing for small businesses, I would anticipate the same in Fairhaven.

- 250mbps download/250 mbps upload = \$80
- 500mbps download/500mbps upload = \$129
- 1GB download/1 GB mbps upload = \$159
- 5GB download/5 GB mbps upload = \$199

For tangentially located residents we could offer service at the 250/250 level for \$55

It is important to realize that this \$250,000 investment could be looked at as a phase I investment and could be expanded on at any time down the road.

Fairhaven Main Street 10Gig PON Initial Estimate 12/23/23



Alden Rd Extension ~ 1,950 LF. Approx \$15,600

RT 6 Extension ~ 8,335 LF. Approx \$87,517

Alden Rd Extension	\$15,600.
Rt 6 Extension	\$87,517
PON Hardware and Calix E7.	<u>\$25,000</u>
Total.	\$128,117

If approx. \$128,117 is spent on construction that leaves approximately \$121,883 for connections

The BROADBAND STUDY COMMITTEE was scheduled to meet on Thursday, January 4th. An update will be provided at the time of the Select Board meeting. Sean Powers continues to lead efforts to consider alternatives for the Broadband Grant that was originally designated for the Fairhaven Housing Authority and to gather information to Town Meeting in May to consider a Fiber to the Home Broadband network. Elements of these two topics are will be covered as part of the Select Board meeting agenda.

The BROADBAND COALITION is due to meet on January 25th. One piece of exciting news that came from a discussion with members from Falmouth during the last meeting is that industry guru Gigi Sohn, is offering to meet with Coalition members either in person or virtually, while she is in the area in February. Her Bio includes being the “Ex-Counselor to FCC Chairman Wheeler, In 1997, President Clinton appointed Gigi to serve as a member of his Advisory Committee on the Public Interest Obligations of Digital Television Broadcasters. The Electronic Frontier Foundation awarded Gigi one of its Internet Pioneer Awards in 2006 and in 2011, the Nonprofit Times named Gigi one of its Power & Influence Top 50 non-profit executives Host of the [Tech on the Rocks podcast](#).” She is a major advocate for fast, fair and open Internet.

LIVABLE STREETS COMMITTEE (notes courtesy of Will Gardner)

The next meeting will be **Thursday, January 18 at 6:30**

Bike and Brew

Our first Bike & Brew ride was a wild success, thanks to the hard work of Miles Grant!! Thank you to all who came out for it! We had 20 riders join us at various points as we hit some holiday events and then headed up to Traveler's Alehouse for libations.

The second “Bike & Brew” event was held on Saturday, Januar. , starting at the Rec Center, hit a stop or two on the bike path extension and the neck, and then end up at Mey's Donuts for sweets and coffee.

The target audience is the person who has a bike and maybe rides it occasionally in the summer but who hasn't tried riding it to run errands or as transportation. The purpose is to build community and give people the experience of being able to safely navigate our streets by bike. To that end, the bigger the group, the safer the riding, and the more we can accommodate even more riders of all types!

E-Bikes

Will shared guidance on our social media regarding e-bikes and safe and courteous riding on the bike path. His sense is that this is the extent of what we can and should do related to this complaint for now (barring any major incident). We will address courteous riding on the path further when we move forward with signage.

The committee is looking to partner with Mattapoisett to consider possible recommendations for regulating ebikes while, at the same time, educating people about the many benefits of using ebikes for “micro-mobility”.

Bikes for All

Will picked up more bikes requested for people who need them. In one example, he met a man named Nestor who was new to town and was waiting with his wife and infant for a cab at Stop & Shop. It turned out Nestor had just gotten a job in New Bedford and had been walking from Fairhaven Center across the bridge to NB early every morning. Now has a bike courtesy of this program that was introduced to us by our friends in Mattapoissett!

Will says "Let me know if you come across anyone who could use a bike. Jane and Bill at Bikes for All are awesome and very responsive. I'm happy to be distributor for now"

Bike Bus

The Winter Bike Bus is holding strong at 25 kids (+multiple adults and grandparents) on every Friday! Last week they were joined by a staffer from Safe Routes to Schools, who is writing up the Wood School Bike Bus as a case study to share with other communities. Also they gave out chocolate bikes custom-made by Dorothy Cox!

Infrastructure

Will met with Josh Crabb and Planning Director Paul DiGiuseppe in January to discuss Fairhaven's Complete Streets Policy and how we can further coordinate between the Livable Streets Committee, DPW and Planning to make sure that this policy is implemented. You can review the policy [here](#). Not only does it bring in \$ for the town, but it also should have bearing on how the town approaches all road work.

Survey

We've had a number of responses to our biking for [transportation survey](#). If you know of people who bike around town, please share the survey with them! There's no substitute for hearing from the people who are actually out there on a daily basis.

New Bedford Fairhaven Bridge Meeting

The Livable Streets Committee is working together with the South Coast Bikeway Alliance to advocate for a strong presence of Bike and Pedestrian advocates to attend the January 9th MassDOT Public Meeting to review early plans for the new bridge that will replace the current swing bridge. Public Comment on the Bridge is extremely important in this phase of the project and these two groups are going to do all they can to advocate for the best Bike and Pedestrian facilities crossing the bridge for the benefit of those who will use the bridge for the next 50-75 years for commuting, access to public transportation, tourism, etc. See complete Mass DOT flyer attached.



Fairhaven / New Bedford Bridge Replacement of the US Route 6 over the Acushnet River Bridge In-Person Public Information Meeting

What is happening?

The Massachusetts Department of Transportation (MassDOT) is pleased to provide an update on the Fairhaven and New Bedford Swing Bridge replacement project. The in-person event will allow attendees to learn and ask questions about the recommended bridge replacement alternative. The meeting will consist of a formal presentation as well as a question-and-answer period. All views and comments will be reviewed and considered to the maximum extent possible.

How will this affect you?

The Swing Bridge is a critical transportation link over the Acushnet River between Fairhaven and New Bedford. The proposed project includes the replacement of US Route 6 over the Acushnet River movable span bridge. This is an early opportunity in the design process for the public to learn about and comment on the recommended bridge replacement alternative and its impacts. For those unable to attend in-person, the public information meeting will be recorded. The video will be posted to the study website at www.mass.gov/orgs/highway-division/events after the event.

When

TUESDAY, JANUARY 9, 2024
6:00 – 7:30 PM

Where

HAYDEN-MCFADDEN ELEMENTARY SCHOOL,
AUDITORIUM
361 CEDAR GROVE STREET
NEW BEDFORD, MA 02746



Visit www.mass.gov/orgs/highway-division/events for more information.



To ensure its meetings are accessible, MassDOT reasonably provides: translation, interpretation, modifications, accommodations, alternative formats, and auxiliary aids and services. To request such services, please contact MassDOT's Chief Diversity and Civil Rights Officer at 857-368-8580 or MassDOT.CivilRights@dot.state.ma.us. For adequate time to process such request, please make them as early as possible, ideally 10-15 days prior to the event.

Project inquiries may also be emailed to massdotmajorprojects@dot.state.ma.us. Please submit any written statements regarding the proposed undertaking to: **Carrie A. Lavalley, P.E., Chief Engineer, MassDOT, 10 Park Plaza, Boston, MA 02116, Attention: MAJOR PROJECTS, PROJECT FILE NO. 612557**