



FAIRHAVEN SELECT BOARD AGENDA

December 18, 2023, 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. MINUTES

1. Approve the minutes of November 20, 2023 – Open Session
2. Approve the minutes of December 4, 2023 – Open Session
3. Approve the minutes of December 4, 2023 – Executive Session

B. TOWN ADMINISTRATOR

1. Staffing Updates
2. Department Head Updates: Planning, Board of Health
3. ARPA Update
4. Zoning Board of Appeals/Planning Board Training
5. 2024 Tax Rate Approval
6. Rogers School Mural: Brian Tillett
7. Other

C. ACTION / DISCUSSION

1. Proclamation: Fairhaven High School Football Team
2. 2023 Annual Report Cover Photo
3. Eversource: Fiber Optic License Agreement, Install and Support Fiber Cable on Existing Poles
4. Conservation Restriction: Huttleston Ave, Registry of Deeds at Book 1566, Page 905 and Book 2127, Page 128
5. Discuss Whitfield-Manjiro Friendship Society, Inc. Agreement
6. Zoning Board of Appeals appointment process
7. 2024 License/Permit Renewals (*See attached*)
8. Rescind Chapter 220 Special Municipal Employees
9. Mission statement: Financial Policy Review Committee
10. Resolution on Diversity, Equity and Inclusion

D. CORRESPONDENCE

1. PERAC Retirement Rate

E. COMMITTEE LIAISON REPORTS

F. PUBLIC COMMENT

G. BOARD MEMBER ITEMS

H. NEWS AND ANNOUNCEMENTS

1. The next regularly scheduled Select Board meeting is *Monday, January 8, 2024* at 6:30 p.m., Town Hall Banquet Room

I. EXECUTIVE SESSION

1. 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)
 - a. Approve the minutes of November 20, 2023 – Executive Session
2. 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)

ADJOURNMENT

<https://us06web.zoom.us/j/89485993911?pwd=OFd5MzJvVnBxQkxLzdQcFRlRVM0QT09>

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.

2024 RENEWALS
FOR APPROVAL BY THE SELECT BOARD
DECEMBER 18, 2023

LIQUOR LICENSES, FAIRHAVEN, MA 02719

***Contingent on Building/Fire Inspections & Taxes Updated**

****Fee Schedule**

1. Gene's Famous Seafood, 146 Huttleston Avenue, Fairhaven, MA
2. The Bitter End Lounge, 407-409 Huttleston Avenue, Fairhaven, MA
3. Frontera Grill, 214 Huttleston Avenue, Fairhaven, MA
4. Sweet Ginger Asian Cuisine & Bar, 179-181 Huttleston Ave., Fairhaven, MA
5. Mike's Restaurant, 390 Huttleston Ave., Fairhaven, MA
6. Dorothy Cox's Candies, 21 Berdon Way, Fairhaven, MA
7. Wah May Restaurant, 51 Main Street, Fairhaven, MA
8. Elisabeth's Restaurant, 1 Middle Street, Fairhaven, MA
9. 99 Restaurant & Pub, 32 Sconticut Neck Road, Fairhaven, MA
10. Southcoast Wine & Spirits, 355 Huttleston Ave., Fairhaven, MA
11. Brick Pizzeria Napoletana, 213 Huttleston Ave., Fairhaven, MA
12. Minerva Pizza House, 75 Main Street, Fairhaven, MA
13. Paul's Sports Corner, 19 Howland Road, Fairhaven, MA
14. Connolly's Liquor Mart, 36 Howland Road, Fairhaven, MA
15. Old Oxford Pub, 346 Main Street, Fairhaven, MA
16. Fairhaven Wine & Spirits, 105 Sconticut Neck Rd., Fairhaven, MA
17. Sivalai Thai Cuisine, 130 Sconticut Neck Rd., Fairhaven, MA
18. M & J Fairhaven Inc., Ricardi's Restaurant, 1 David Drown Blvd. Fairhaven
19. Bayside Lounge, 125 Sconticut Neck Rd., Fairhaven, MA
20. Friendly Farm Convenience, 121 Sconticut Neck Road, Fairhaven, MA
21. Cardoza's Wine & Spirits, 6 Sconticut Neck Road, Fairhaven, MA
22. Douglas Wine & Spirits, 1 Peoples Way, Fairhaven, MA
23. The Pasta House Restaurant, Bocca, 100 Alden Road, Fairhaven, MA
24. Fort Phoenix Post 2892, Veterans of Foreign Wars of USA, 109 Middle Street, Fairhaven, MA

25. Acushnet River Safe Boating Club, 801 Middle Street, Fairhaven, MA
26. Off The Hook, 56 Goulart Memorial Drive, Fairhaven, MA
27. Ice House, LLC, 136 Huttleston Ave., Fairhaven, MA
28. Fairhaven Seaport Hospitality Inc., Seaport Inn and Marina, 110 Middle Street, Fairhaven, MA
29. Vila Verde Restaurant, 362-364 Main Street, Fairhaven, MA
30. Rasputin's Tavern, 122 Main Street, Fairhaven, MA
31. Ocean State Job Lot, 11 Berdon Way, Fairhaven, MA
32. Moriarty Liquors, 101 Middle Street, Fairhaven, MA
33. Town Crier, 5 Maitland Street, Fairhaven, MA
34. Courtyard Restaurant, 270 Huttleston Avenue, Fairhaven, MA
35. The Bar on Middle, 47 Middle Street, Fairhaven, MA
36. Scuttlebutts Liquors, 407-409 Main Street, Fairhaven, MA
37. Huttleston License, LLC Stevie's A Package Store, 115 Huttleston Ave., Fairhaven, MA
38. Traveler's Ale House, 111 Huttleston Ave., Fairhaven, MA
39. Southcoast Pickleball LLC., 4 David Drown Blvd., Fairhaven, MA
40. Gulf Resources Inc., 277 Bridge Street, Fairhaven, MA
41. Pouring License Fairhaven Meadows LLC/Nasketucket Bay Vineyard, 237 New Boston Road, Fairhaven, MA **

CAR DEALER LICENSES, FAIRHAVEN, MA

1. Fairhaven Gas, Inc. 134 Huttleston Avenue, Fairhaven, MA
2. Fairhaven Gas, Inc., Valero's, 130 Huttleston Avenue, Fairhaven, MA
3. Hive Motorcars, LLC, 10 Arsene Way, Fairhaven, MA
4. Guard Enterprises, 110 Alden Road, Fairhaven, MA
5. Alden Buick GMC, 6 Whalers Way, Fairhaven, MA
6. Alden Mazda, 250 Bridge Street, Fairhaven, MA
7. Artistic Auto Body & Auto Sales, 98 Middle Street, Fairhaven, MA
8. Sarkis Enterprises, Inc. (A & A Auto), 196 Huttleston Ave., Fairhaven, MA
9. RRR Auto Sales, 372 Huttleston Avenue, Fairhaven, MA
10. First Hot Line Auto Sales Inc., Fairhaven Getty Auto Sales, 371 Huttleston Avenue, Fairhaven, MA
11. Dussault Auto Sales LLC, 99 Spring St. Fairhaven, MA

REPAIR LICENSES, FAIRHAVEN, MA

1. Fairhaven Gas, Inc. 134 Huttleston Ave, Fairhaven, MA
2. Guard Enterprises, 110 Alden Road, Fairhaven, MA
3. Alden Buick GMC, 6 Whalers Way, Fairhaven, MA
4. Alden Mazda, 250 Bridge Street, Fairhaven, MA
5. Artistic Auto Body & Auto Sales, 98 Middle Street, Fairhaven, MA
6. Sarkis Enterprises, Inc., (A & A Auto), 196 Huttleston Ave., Fairhaven, MA
7. A-1 Crane Company, 86-88 Middle Street, Fairhaven, MA
8. Aaron's Auto Glass, 232 Huttleston Ave., Fairhaven, MA
9. Jiffy Lube #1229, 31 Alden Road, Fairhaven, MA
10. Automotive Diagnostic Service, 162 Sconticut Neck Rd., Fairhaven, MA
11. Dattco Sales & Service, 72 Sycamore Street, Fairhaven, MA
12. Nice N' Clean Car Wash, 320 Huttleston Avenue, Fairhaven, MA
13. Rick's Services, 241 R. Huttleston Avenue, Fairhaven, MA
14. Manny's Service Station, 82 Bridge Street, Fairhaven, MA
15. Sullivan Tire Company, 9 Plaza Way, Fairhaven, MA
16. JR's Auto Shop, 276 Huttleston Avenue, Fairhaven, MA
17. Roland's Tire Service, 11 Howland Road, Fairhaven, MA
18. RRR Auto Sales, 372 Huttleston Avenue, Fairhaven, MA
19. Leban Fuel Inc., Fairhaven Getty, 371 Huttleston Avenue, Fairhaven, MA
20. Spring Street Garage, 99 Spring St. Fairhaven, MA

COMMON VICTAULER LISENSSES, FAIRHAVEN, MA

1. Papa Gino's Pizza, 171 Huttleston Ave, Fairhaven, MA
2. Subway, 42 Fairhaven Commons Way, Fairhaven, MA

3. Taco Bell, 33 Alden Road, Fairhaven, MA
4. Subway, 19 Plaza Way, Fairhaven, MA
5. Burger King, 180 Huttleston Ave., Fairhaven, MA
6. McDonald's Restaurant, 14 Plaza Way, Fairhaven, MA
7. Wendy's Restaurant, 7 Fairhaven Commons Way, Fairhaven, MA
8. Mac's Soda Bar, 116 Sconticut Neck Road, Fairhaven, MA
9. Dunkin Donuts, 18 Plaza Way, Fairhaven, MA
10. Dunkin Donuts, 32 Howland Road, Fairhaven, MA
11. Little Village Café, 23 Center Street, Fairhaven, MA
12. Palace Pizza & More, 142 Huttleston Ave., Fairhaven, MA
13. Galaxy Pizza, 142 Main Street, Fairhaven, MA
14. Scramblers Breakfast & Bagel, 2 Sconticut Neck Rd., Fairhaven, MA
15. 7-Eleven, 188 Huttleston Ave., Fairhaven, MA
16. Ice Cream Cottage, 12 Ferry Street, Fairhaven, MA
17. **Mey Breakfast, 16 Main Street, Fairhaven, MA**
18. Jake's Dinner, 104 Alden Road, Fairhaven, MA
19. Mystic Café, 398 Main Street, Fairhaven, MA
20. Flour Girls Baking, 230 Huttleston Ave., Fairhaven, MA
21. The Nook Café, 58 Washington Street, Fairhaven, MA
22. Festiva Buffet, 31 Berdon Way, Fairhaven, MA
23. Honey Dew Donuts, 87 Huttleston Ave, Fairhaven, MA
24. Phoenix Restaurant, 140 Huttleston Ave., Fairhaven, MA
25. Yia Yia's Pizza Café, 381 Sconticut Neck Rd., Fairhaven, MA
26. Jersey Mike's Subs, 215 Huttleston Ave., Fairhaven, MA
27. 168 Sushi Kitchen, 8-1 Sconticut Neck Rd., Fairhaven, MA
28. Main Street Scoops, 382 Main Street, Fairhaven MA
29. Makatan Company Store, West Island Creamery, 39 Causeway Road.,
Fairhaven, MA

LODGING HOUSE LICENSES, FAIRHAVEN, MA 02719

1. Kopper Kettle Guest House, 41 Huttleston Avenue, Fairhaven, MA
2. Delano Homestead Bed & Breakfast, 39 Walnut Street, Fairhaven, MA

PRIVATE LIVERY LICENSE, FAIRHAVEN, MA 02719

1. Elite Transportation, 1 Deerfield Lane, Fairhaven, MA



Minutes

- **Open Session – November 20, 2023**
- **Open Session – December 4, 2023**
- **Executive Session – December 4, 2023**



FAIRHAVEN SELECT BOARD

Meeting Minutes

November 20, 2023

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

Also Present: Assistant Town Administrator of Finance/Town Accountant Anne Carreiro

Mr. Correy opened the meeting at 6:31 p.m.

Mr. Correy had a moment of silence for Earnest Lizotte, former custodian for the Town and an Air Force Veteran.

Mr. Correy made a statement about derogatory and racist graffiti at Rogers School and thanked those that reached out to him and his family including Mr. Murphy, Ms. Powers, Mr. Silvia and Mr. Haworth

Mr. Murphy read a personal statement in conjunction to the situation (*Attachment A*)

Mr. Espindola addressed the Board and said that although he did not personally reach out to Mr. Correy and his family, he wanted to express his thoughts and prayers publicly. He added that the Town, the school department including students and parents, should become familiar with resources to educate themselves in the future.

Mr. Correy congratulated the Fairhaven High School Football Team for their season and advancement to the Super Bowl at Gillette Stadium.

Public Hearing:

Mr. Correy opened the public hearing at 6:41 p.m.

The Public Hearing for the proposed application to install conduit under the Town Road: 14 Nelson Avenue from the existing pole 179/10 to customer's new handhole 179/H10

Eversource's request was reviewed

Public Comment:

No public comment received

Mr. Correy closed the public hearing at 6:43 p.m.

Motion: Mr. Espindola motioned to approve the Eversource Installation of conduit at 14 Nelson Ave for existing pole 179/10 to customers' new handpole 179/H10 as presented. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to take E1 and E2 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Fairhaven Firefighters Swearing in

Fire Chief Todd Correia introduced new firefighters: Ian Thatcher, Kyle Tevault, Brad Johnson, Ryan Langlois, Billie Oliver, Chad Fitzgerald and Jake Gallagher.

Town Clerk, Elisabeth Horan swore in the new firefighters.

Proclamation: Call Lieutenant Brian Daniel

Chief Correia recognized Lt. Brian Daniel with a proclamation for his pivotal role within the Town of Fairhaven. Mr. Correy read the proclamation.

Executive Session

Motion: Mr. Espindola motioned to enter into 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 litigation position of the public body and the chair so declares (Rasputin's Tavern) and to return to open session. Ms. Powers seconded. Roll Call vote, Mr. Espindola in favor, Ms. Powers in favor, Mr. Murphy in favor, Mr. Silvia in favor and Mr. Correy in favor. The motion passed unanimously (5-0-0).

The Board exited the Banquet Room for Executive Session at 6:52p.m.

The Board returned to Open Session at 7:24p.m.

Motion: Mr. Espindola motioned to take item E3 (Rasputin's Tavern) out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Rasputin's Tavern Deliberations Continuation:

Mr. Correy read the draft decision from the Board (*Attachment B*)

Minutes:

Motion: Mr. Espindola motioned to accept the meeting minutes of the October 30, 2023- joint meeting with the Finance Committee. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to accept the meeting minutes of the November 6, 2023- Open Session. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to accept the meeting minutes of the November 6, 2023- Executive Session. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Town Administrator Report:

Ms. Ellison updated the Board on:

- **Staffing Updates**-recent discussions with the union were conducted regarding a cross-training structure and the creation of a floater that will be filling in and also learning different skills to cover sick/vacation time.
- **FY 25 Budget Calendar**- an abridged version of the calendar was presented. Ms. Ellison advised that Capital project requests were due for review and the school department wouldn't have their budgets until mid-January. Budgets and Capital project requests will be reviewed before presented to the Select Board. The full version of the budget will be provided as soon as they are completed.
- **Revenue and Expense Report**-Ms. Carreiro provided the report (*Attachment C*). Ms. Carreiro asked if there were any questions or recommendations/adjustments. Mr. Correy questioned the Retirement/Insurance line item being at or close to 100% and Ms. Carreiro said it would be something to consider for the FY25 budget along with premium increases. The Board recognized Ms. Carreiro for her efforts in compiling the report. Ms. Ellison added that Ms. Carreiro is an asset to the Town for all she does on a regular basis.
- **New Audit Firm:** Powers & Sullivan, LLC. will be the Town's audit firm for 2024. The Town will review to determine continued use of their firm or search for other firms.

- **2024 Construction Revitalization Briefing Update**-MBTA provided a report, additional details are available online.
- **Roger School Artist Project**- local artist Brian Tillett will be painting a mural at the Rogers School of Henry H. Rogers.
- **Zoning Board of Appeals/Planning Board**-Town Counsel will review the distinction between their roles and responsibilities; the training is scheduled for November 21, 2023.

Zoning Board of Appeals (ZBA) Appointment

Ms. Powers recused herself and left the Banquet Room at 8:18 p.m.

Patrick Carr’s application was read by Mr. Correy.

Andrew Romano addressed the Board about his application and interest in moving from an associate member of ZBA to a full member.

Maria J. (MJ) Carvalho addressed the Board and spoke to her experience with the Town and interest in the ZBA

Mr. Correy asked for nominations. Mr. Silvia nominated Mr. Carr. Mr. Espindola nominated Mr. Romano and Mr. Murphy nominated Ms. Carvalho.

Motion: Mr. Silvia motioned to appoint Patrick Carr as a full member of the ZBA for a term to end May, 2025. No second. The motion failed.

Motion: Mr. Espindola motioned to appoint Andrew Romano as a full member of the ZBA for a term to end May, 2025. Mr. Murphy seconded. The motion passed (3-1-1) Mr. Silvia opposed, Ms. Powers abstained.

Ms. Powers rejoined the meeting @ 8:25p.m.

Buzzards Bay Coalition right of refusal parcel identification as Lots 27 and 28 on Sconticut Neck Road.

Alan Decker from Buzzards Bay Coalition (BBC) addressed the Board. Interested in removing just under 4 acres of the property from chapter 61 A enrollment in order to sell it. A map was provided to show the property. Mr. Decker explained how the lots could have been sold as 26 residential home lots before the coalition stepped in. They have since purchased the property and have advertised it for sale for individual(s) keeping it as agricultural use. Two house lots are remaining and available to build. (*Attachment D*).

Motion: Mr. Espindola motioned to accept the right of refusal for the parcels at lot 27 and 28 on Sconticut Road. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Buzzards Bay Coalition Conservation Restriction Assignment at Douglas Farm

Mr. Decker addressed the Board regarding approximately sixteen and a half acres that was placed under a conservation restriction with Buzzards Bay Coalition in 2007 with the Douglas family. The BBC has since purchased this property and to continue to be in agriculture use with the existing house for future consideration as an information or nature center for educational programs (*Attachment E*). Mr. Decker stated he had a state grant that has been awarded to help with the purchase of the property.

Motion: Mr. Espindola motioned to approve the Conservation Restriction Assignment at Douglas Farm located at 1 Douglas Drive; Sconticut Neck as approved by the conservation commission on November 6, 2023 with an amendment to work with Town Counsel if needed. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Use of the Town Hall: Fairhaven Improvement Association's Annual Sing-A-Long

The request for the use of Town Hall on Saturday, December 9, 2023 at 6:00p.m. was reviewed.

Motion: Mr. Espindola motioned to approve the use of the Town Hall by the Fairhaven Improvement Association on December 9, 2023 at 6 p.m. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Event Request: Polar Plunge

Kathleen Lopes, Fort Phoenix Polar Plunge Director addressed the Board about the request to hold the annual Polar Plunge at Fort Phoenix. The organizers have t-shirts for sale through Dollars for Scholars to support the Fairhaven High School seniors.

Motion: Mr. Espindola motioned to approve and support the Polar Plunge at Fort Phoenix on Sunday January 1, 2024 at 10 a.m. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Aquaculture License: Northeast Maritime Academy

An update was sent to the Board as a follow-up from the Select Board meeting on August 2, 2021. The reason for the long follow-up time was due to the time to get the bond, which is now complete. No motion needed.

Town Dedication Policy

A draft of a policy for memorial dedications of Town facilities and places in honor and/or in memory of those who served the Town of Fairhaven was reviewed.

Motion: Mr. Espindola motioned to approve the Town Dedication Policy as written and to take effect November 27, 2023. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Financial Policy Review Committee: Select Board Appointment

Motion: Ms. Powers made a motion to appoint Mr. Murphy to the Financial Policy Review Committee. Mr. Espindola seconded. The motion passed unanimously (5-0-0).

Committee Liaison Reports:

Mr. Espindola reported on:

Broadband Study Committee, Massachusetts Broadband Committee Coalition met on November 16, 2023 (*Attachment F*)

Ms. Powers reported on:

Capital Planning, Economic Development business open house- decent group of business was in attendance. Paul DiGiuseppe was present at this meeting and plan to do it again. Bristol County Advisory Board Meeting- Ms. Powers was appointed as clerk. Library- CPA funded project.

Mr. Murphy reported on:

The Sister City Committee- reviewing the sister city agreement to see what other things we can be doing. Recognized Chris Richards with the Manjiro Festival and Paul DiGiuseppe with the CPC that passed at out Town Meeting

Mr. Silvia reported on:

Commission on Disabilities- package for a American sign language course.

Mr. Correy reported on:

Digital Equity- stakeholder meeting is being rescheduled

Public Comment:

Patrick Carr, 141 Pleasant Street addressed the Board regarding the ZBA appointment and to ask for clarity on the criteria between an associate and full member. Mr. Carr asked the Board to hear his reasons why he should be appointed as a full member and asked the Board to re-visit their decision.

Karen Vilandry, 34 Huttleston Ave asked the Board if any action would be taken regarding the Chairman of the Historic Commission accusing her of racism publicly at the BPW meeting on July 20, 2023. Ms. Ellison explained no action was recommended by Town Counsel after a third-party investigation found it to be inconclusive.

Board Member Items:

Mr. Espindola expressed concerns with the mission of the Financial Policy Review Committee, Select Board packet material coming out last minute with no time to review or prepare and the preservation of graffiti at the scene for the police to investigate and take photos before removal and clean-up.

Mr. Correy wished everyone a Happy and Safe Thanksgiving.

Meeting adjourned at 9:24p.m.

Respectfully submitted on behalf of the Select Board clerk (sr)

Attachments:

- A. Statement from Mr. Murphy
- B. Rasputin's Tavern Decision
- C. General Fund Operating Budget/Expenditures
- D. 431 Sconticut Neck Road- proposed Lots 27 & 28
- E. Douglas Tree Farm
- F. Committee Liaison Report – Robert Espindola

Approved on ____, 2023

**FAIRHAVEN SELECT BOARD****Meeting Minutes****December 4, 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 6:32p.m.

MINUTES

Pass over.

TOWN ADMINISTRATOR REPORT

Ms. Ellison reported out:

- Congratulations to the Fairhaven High School Football Team, Division Six Super Bowl Champions. Ms. Ellison suggested a citation for the team at the next Select Board meeting.
- Department Heads are fully staffed. The Treasurer will be relocating to the Collector's Office.
- Building Commissioner Randy Bassett provided an update on the department, fees collected year-to-date, short-term rental process and answered clarifying questions from the Board.
- Conservation Agent Bruce Webb provided an update on the department, the revised fee structure, revised submission and deadline timeline, meeting schedule, working with the Tree Warden, reviewing a Natural Gas Aggregation, a sustainability planting project and answered clarifying questions from the Board.
- A list of suggested reading and watching materials related to Diversity, Equity and Inclusion was included in the packet as a follow-up to the last Board meeting. (*Attachment A*).

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

FARMLAND OF LOCAL IMPORTANCE PROGRAM

Mr. Webb introduced Albert Averill from the United States Department of Agriculture (USDA) who reviewed a presentation (*Attachment B*) regarding an opportunity for farmland owners to apply for the program. The Town is being asked to designate an official to be the signatory for applicants of this program.

The Board asked questions about the program, the response from other communities and other concerns that have been raised in other communities and the overall process.

Motion: Mr. Espindola motioned to recognize additional soils that are suitable for crop production by formally acknowledging Farmland of Local Importance and authorize the Town Administrator as signatory. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Espindola motioned to take Action Item C2 out of order. Ms. Powers seconded. The motion passed unanimously (5-0-0).

2024 TAX RATE

Assessor Joanne Correia addressed the Board and presented the 2024 Tax Rate compiled by the Assessor's Office and the Board of Assessors. This is the tax rate for calendar year 2024. (*Attachment C*)

Motion: Mr. Espindola motioned to adopt the split tax rate of 1.75 or 87.93% Residential and 12.07% Commercial/Personal Property. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Mr. Espindola thanked Ms. Correia and distributed a graph to the Board with a heading "Taxes Paid vs. Home

Value and Tax Rate" (*Attachment D*).

TOWN ADMINISTRATOR REPORT

Ms. Ellison continued her report:

- OML Violation: Historical Commission. A violation was recently received by the Historical Commission with a strong admonition from the Attorney General's Office. Ms. Ellison is available for reviewing concerns about a meeting or an agenda to assist any board.
- Old-Time Holiday is Saturday, December 9th with additional activities on Sunday, December 10th
- Cana recently opened under one of the Town's Host Community Agreements with Elevation. Ms. Carreiro is researching upcoming changes from the Cannabis Control Commission and potential impacts to Town revenue.

REVENUE FORECAST

Budget Consultant George Samia addressed the Board and referred to the forecast document he prepared (*Attachment E*) and answered clarifying questions about the report and format. He advised the Board that this will be a living document and numbers within will continue to change through and beyond the budget process.

SALT WINDS CONSERVATION RESTRICTION

Ms. Ellison spoke to this item and referred to the packet materials (*Attachment F*)

Motion: Mr. Espindola motioned to accept and place the Conservation Restriction on the Salt Winds Reserve as described. Ms. Powers seconded. The motion passed unanimously (5-0-0).

SHED ON TOWN PROPERTY: NORTH FAIRHAVEN IMPROVEMENT ASSOCIATION (NFIA)

Andrew Romano from the NFIA addressed the Board. He explained that a shed was built at the property at 267 Adams Street without permission from the Town. Discussions had happened at the NFIA and due to the limited storage space, a group of NFIA members worked on the project and a shed was built in the spring of 2023. Mr. Romano stated it was his understanding that John Medeiros had reviewed the project with the interim Building Commissioner and had what was needed to proceed.

The Board asked clarifying questions and thanked the NFIA for all the work they do in the community. Mr. Correy reminded everyone that there needs to be an understanding that Town boards need to follow the proper processes especially when a project involves Town property.

Mr. Silvia motioned to remove the shed. There was no second to the motion.

Mr. Correy asked Mr. Bassett about the process for fines. Mr. Bassett explained fines are generally double the permit fee and, in this case, would be one hundred dollars.

Motion: Mr. Espindola motioned to allow the shed on Town property located at 267 Adams Street in Fairhaven, MA to stay with a fine of one hundred dollars. Ms. Powers seconded.

Discussion and Public Comment ensued related to the shed.

Patrick Carr, 141 Pleasant Street spoke regarding the shed and asked who was the NFIA president at the time the shed was built. Mr. Romano advised it was Pauline Parker. Mr. Carr stated that the area of Benoit Square has limited parking, the NFIA has two spots and the procedure for this shed was not followed. He stated concerns about the process due to dig safe and whether the Historical Commission was consulted.

Brian Messier, 82 Pleasant Street added that the NFIA structure is used during storms and emergencies and raised a concern about whether the Fire Chief was consulted related to apparatus that might be stored there.

Ann Richard, 46 Hedge Street asked if complaints were received about the shed. Mr. Bassett said he received a

complaint and Ms. Ellison said the Town does not disclose who reports an issue or complaint to the Town.

Motion: Mr. Espindola amended his earlier motion: to allow the shed on Town property located at 267 Adams Street in Fairhaven, MA to stay with a fine of one hundred dollars and pending the Fire Chief and the Town signing off. Ms. Powers seconded. The motion passed (3-2-0) Mr. Silvia and Mr. Correy opposed.

ZONING BOARD OF APPEALS APPOINTMENT OF ASSOCIATE MEMBER

The Board had an application on file from Maria Carvalho.

Motion: Mr. Espindola motioned to appoint Maria Carvalho to the Zoning Board of Appeals as an Associate Member for a term to end May, 2025. Mr. Murphy seconded. The motion failed (2-2-1) Ms. Powers abstained, Mr. Silvia and Mr. Correy opposed.

Ruy daSilva, 30 Bayview Avenue addressed the Board about memberships and feeling like he is being taken off boards because he is on the Planning Board and Zoning Board of Appeals and questioned if there is a target on him, he has done his time on the boards.

Mr. Correy stated he appreciates the comments but they are not relative to the topic at hand. Mr. Murphy asked who sets the number of full and associate members and Ms. Ellison explained it is the statute.

Ms. Powers recused herself from the discussion.

ECONOMIC DEVELOPMENT COMMITTEE (EDC) APPOINTMENT

Nils Isaksen addressed the Board, introduced himself and spoke to his interest in serving on the EDC and his qualifications.

Motion: Mr. Espindola motioned to appoint Nils Isaksen to the Economic Development Committee for a term to end May, 2024. Ms. Powers seconded. The motion passed unanimously (5-0-0).

HISTORICAL COMMISSION APPOINTMENT

Nate Bekemeier introduced himself to the Board and spoke to his interest in serving on the Historical Commission.

Motion: Mr. Espindola motioned to appoint Nate Bekemeier to the Historical Commission for a term to end May, 2025. Ms. Powers seconded. The motion passed unanimously (5-0-0).

ARPA COUNTY FUND ALLOCATION

Ms. Ellison explained to the Board there is a balance of \$14,635.03 in ARPA County funds to reallocate and use for administrative costs. This would shift that portion of administrative costs from the ARPA Local funds to the ARPA County funds and allow the Town to utilize all ARPA County funds.

Motion: Mr. Espindola motioned to appropriate the remaining ARPA County Funds presently at \$14,635.03 to pay for administrative costs. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Ms. Powers asked if a status report could be provided for the projects. Ms. Ellison advised that the projects are in process and the only completed project to date is the water flushing.

REQUEST FOR RELEASE OF LOT: LINCOLN DRIVE

Jeffrey Sanders of Winslow & Sanders addressed the Board and reviewed the packet materials regarding the request to release the lots as outlined (*Attachment G*).

Motion: Mr. Espindola motioned to authorize the release of lots 5 and 6 off Lincoln Drive/Jason Terrace for sale from Jean Jason, as personal representative of the estate of Jeannine Jason to Seaport Homes, LLC and to authorize the Town Administrator to execute any documents needed in connection with said release.

Ms. Powers seconded. The motion passed unanimously (5-0-0).

NIP BAN IMPLEMENTATION

Ms. Ellison advised the Board that a memo regarding Alcoholic “Nip” Bottles from the Board of Health was distributed to impacted businesses on November 20, 2023 that included a misprint. The memo should have stated “if you need more information to implement” and not “if you need more time”. A correction was being sent out to these businesses. There is no extension to the implementation of the bylaw, it will be effective on January 1, 2024.

Ms. Ellison’s office is available to share information and resources, for example, asking what other communities have done to exhaust inventory.

Public Comment:

Mark Reilly, a commercial business owner with two liquor stores in Fairhaven, addressed the Board. He talked about the profits on nip sales, recent litigation in New Bedford, additional time needed to implement and asked the Board to delay the implementation. He distributed a sheet listing an alternative to the nip ban (*Attachment H*) that is modeled after the approach taken in Connecticut. He asked if the Board could delay on enforcement.

Mr. Correy stated the Town Meeting was on May 6, 2023 and businesses have had the time since to prepare. Discussion ensued regarding potential alternative approaches, having further discussion, delaying implementation and not setting a precedent. Mr. Correy recommended concerned businesses contact Ms. Ellison for questions on next steps.

Ann Richard, 46 Hedge Street, addressed the Board and asked to clarify the statement made about the Fairhaven Police and enforcement. Ms. Ellison said that the ban is in effect for January 1, 2024 and the police will be reminded. No delay in enforcement.

RESCIND CHAPTER 220 SPECIAL MUNICIPAL EMPLOYEES

Ms. Ellison addressed the Board and explained what deeming a special employee can do and the impact on conflict of interest.

Mr. Espindola asked how other towns handle. Mr. Correy asked for additional details and for the list to be broken out for the next meeting.

RAFT DECISION: RASPUTIN’S

Mr. Correy referenced the draft decision letter and asked for any further discussion on the matter. (*Attachment I*)

Motion: Mr. Espindola motioned to approve and sign the decision letter to Fourth and Long, Inc. doing business as Rasputin’s Tavern as written. Ms. Powers seconded. The motion passed unanimously (5-0-0).

CORRESPONDENCE

- Select Board invitation to the staff holiday party at the Council on Aging, Veterans’ Service Office and Recreation Center
- Abutter’s Notice: work at 110 Middle Street by the Seaport Resort & Marina

COMMITTEE LIAISON REPORTS

Mr. Espindola reported on:

The Broadband Study Committee, The Massachusetts Broadband Coalition, SRPEDD and The Livable Streets Committee (*Attachment H*)

Ms. Powers had no meetings to report on

Mr. Murphy had no meetings to report on

Mr. Silvia had no meetings to report on

Mr. Correy had no meetings to report on

PUBLIC COMMENT

Patrick Carr, 141 Pleasant Street addressed the Board. He congratulated the Fairhaven High School Blue Devils, the parents, cheerleaders, the coach and his father for the Super Bowl win. He then said he wanted to address the question raised by Mr. Silvia regarding the Select Board appointment process at the November 20, 2023 meeting and the June 5, 2023 meeting. Mr. Carr asked Ms. Powers why she recused herself to which she advised due to Mr. Romano being on a fundraising committee that she is also on. Mr. Carr asked if this was known to Ms. Powers prior to the June 5, 2023 meeting. Mr. Correy advised Mr. Carr that his agenda request to discuss this would be placed on the next meeting agenda.

Paresh Patel of Cardoza's addressed the Board and said he needs more time to implement the ban due to the loss the ban will cause. Mr. Correy advised Mr. Patel to contact the Town Administrator to meet and discuss ideas on implementation.

BOARD MEMBER ITEMS

Mr. Espindola updated the Board on a traveling 9/11 Memorial coming to Gillette Stadium on December 9, 2023 for the Army-Navy Game that will then come to New Bedford on December 10, 2023. There is a service planned for Monday, December 11, 2023 in honor of LCpl. Matthew R. Rodriguez. Posters are outside Town Hall.

Mr. Murphy congratulated the Fairhaven Blue Devils

Mr. Correy congratulated the Fairhaven Blue Devils and thanked the Grid Iron club for the opportunity to address the team. He reminded everyone about the craft fair at the Recreation Center on Sunday, December 10, 2023.

Motion: Mr. Espindola motioned to enter into Executive Session 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. Silvia in favor and Mr. Correy in favor. The motion passes unanimously (5-0-0).

Meeting adjourned to Executive Session at 10:01p.m.

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

ATTACHMENTS:

- A. Diversity, Equity and Inclusion reading and watching list
- B. Farmland of Local Importance Program
- C. 2024 Tax Rate
- D. Taxes Paid vs. Home Value and Tax Rate – Robert Espindola
- E. Revenue Forecast – George Samia
- F. Salt Winds Conservation Restriction
- G. Lincoln Drive
- H. Fairhaven Environmental Fee Program – Mark Reilly draft document
- I. Rasputin's Decision letter
- J. Committee Liaison Report – Robert Espindola

Approved on ____, 2023



Town Administrator

Monday, December 18, 2023

TAX RATE RECAPITULATION

Fiscal Year 2024

I. TAX RATE SUMMARY

la. Total amount to be raised (from page 2, IIe)	\$ 74,594,813.34
lb. Total estimated receipts and other revenue sources (from page 2, IIIe)	40,696,696.00
lc. Tax Levy (Ia minus Ib)	\$ 33,898,117.34
ld. Distribution of Tax Rates and levies	

CLASS	(b) Levy percentage (from LA5)	(c) lc above times each percent in col (b)	(d) Valuation by class (from LA-5)	(e) Tax Rates (c) / (d) x 1000	(f) Levy by class (d) x (e) / 1000
Residential	75.7368	25,673,349.33	2,781,393,700.00	9.23	25,672,263.85
Net of Exempt					
Open Space	0.0000	0.00	0.00	0.00	0.00
Commercial	16.7289	5,670,782.15	308,738,165.00	18.37	5,671,520.09
Net of Exempt					
Industrial	2.0906	708,674.04	38,583,660.00	18.37	708,781.83
SUBTOTAL	94.5563		3,128,715,525.00		32,052,565.77
Personal	5.4437	1,845,311.81	100,465,518.00	18.37	1,845,551.57
TOTAL	100.0000		3,229,181,043.00		33,898,117.34

MUST EQUAL 1C

Signatures

Assessors

Ronnie Manzone, Board of Assessors , Fairhaven , assessor@fairhaven-ma.gov 508-979-4023 | 12/7/2023 3:42 PM
 Comment:
 Joanne Correia, Assessor , Fairhaven , jcorreia@fairhaven-ma.gov 508-979-4023 | 12/6/2023 9:39 AM
 Comment:
 Pamela K Davis, Board of Assessors , Fairhaven , assessor@fairhaven-ma.gov 508-979-4023 | 12/7/2023 3:15 PM
 Comment:

Documents

No documents have been uploaded.

Do Not Write Below This Line --- For Department of Revenue Use Only

Reviewed By: Kim Peloquin
Date: 12/12/2023
Approved: Andrew Nelson
Director of Accounts: Deborah A. Wagner

TAX RATE RECAPITULATION

Fiscal Year 2024

Deborah A. Wagner

TAX RATE RECAPITULATION

Fiscal Year 2024

II. Amounts to be raised

Ila. Appropriations (col.(b) through col.(g) from page 4)	<u>73,308,503.00</u>
Ilb. Other amounts to be raised	
1. Amounts certified for tax title purposes	<u>0.00</u>
2. Debt and interest charges not included on page 4	0.00
3. Final Awards	0.00
4. Retained Earnings Deficit	0.00
5. Total cherry sheet offsets (see cherry sheet 1-ER)	40,056.00
6. Revenue deficits	0.00
7. Offset receipts deficits Ch. 44, Sec. 53E	0.00
8. CPA other unappropriated/unreserved	<u>0.00</u>
9. Snow and ice deficit Ch. 44, Sec. 31D	0.00
10. Other :	0.00
TOTAL Ilb (Total lines 1 through 10)	<u>40,056.00</u>
Ilc. State and county cherry sheet charges (C.S. 1-EC)	711,421.00
Ild. Allowance for abatements and exemptions (overlay)	534,833.34
Ile. Total amount to be raised (Total Ila through Ild)	<u>74,594,813.34</u>

III. Estimated receipts and other revenue sources

IIIa. Estimated receipts - State	
1. Cherry sheet estimated receipts (C.S. 1-ER Total)	13,116,113.00
2. Massachusetts school building authority payments	0.00
TOTAL IIIa	<u>13,116,113.00</u>
IIIb. Estimated receipts - Local	
1. Local receipts not allocated (page 3, col (b) Line 24)	<u>8,895,000.00</u>
2. Offset Receipts (Schedule A-1)	<u>0.00</u>
3. Enterprise Funds (Schedule A-2)	<u>9,671,814.00</u>
4. Community Preservation Funds (See Schedule A-4)	<u>1,205,005.00</u>
TOTAL IIIb	<u>19,771,819.00</u>
IIIc. Revenue sources appropriated for particular purposes	
1. Free cash (page 4, col (c))	<u>4,549,732.00</u>
2. Other available funds (page 4, col (d))	<u>3,259,032.00</u>
TOTAL IIIc	<u>7,808,764.00</u>
IIId. Other revenue sources appropriated specifically to reduce the tax rate	
1a. Free cash..appropriated on or before June 30, 2023	0.00
1b. Free cash..appropriated on or after July 1, 2023	0.00

TAX RATE RECAPITULATION

Fiscal Year 2024

2. Municipal light surplus	0.00	
3. Other source :	0.00	
TOTAL III d		0.00
III e. Total estimated receipts and other revenue sources		40,696,696.00
(Total III a through III d)		
IV. Summary of total amount to be raised and total receipts from all sources		
a. Total amount to be raised (from II e)		74,594,813.34
b. Total estimated receipts and other revenue sources (from III e)	40,696,696.00	
c. Total real and personal property tax levy (from I c)	33,898,117.34	
d. Total receipts from all sources (total IV b plus IV c)		74,594,813.34

TAX RATE RECAPITULATION

Fiscal Year 2024

LOCAL RECEIPTS NOT ALLOCATED *

Receipt Type Description	(a) Actual Receipts Fiscal 2023	(b) Estimated Receipts Fiscal 2024	Percentage Change
==> 1. MOTOR VEHICLE EXCISE	2,214,162.00	2,200,000.00	-0.64
2. OTHER EXCISE			
==> a.Meals	445,233.00	435,000.00	-2.30
==> b.Room	402,601.00	400,000.00	-0.65
==> c.Other	34,847.00	29,706.00	-14.75
==> d.Cannabis	399,452.00	395,000.00	-1.11
==> 3. PENALTIES AND INTEREST ON TAXES AND EXCISES	264,297.00	250,000.00	-5.41
==> 4. PAYMENTS IN LIEU OF TAXES	0.00	0.00	0.00
5. CHARGES FOR SERVICES - WATER	0.00	0.00	0.00
6. CHARGES FOR SERVICES - SEWER	0.00	0.00	0.00
7. CHARGES FOR SERVICES - HOSPITAL	0.00	0.00	0.00
8. CHARGES FOR SERVICES - SOLID WASTE FEES	88,834.00	75,000.00	-15.57
9. OTHER CHARGES FOR SERVICES	91,453.00	75,000.00	-17.99
10. FEES	311,920.00	300,000.00	-3.82
a.Cannabis Impact Fee	405,881.00	404,000.00	-0.46
b.Community Impact Fee Short Term Rentals	5,863.00	5,000.00	-14.72
11. RENTALS	119,891.00	95,000.00	-20.76
12. DEPARTMENTAL REVENUE - SCHOOLS	2,720,090.00	2,565,000.00	-5.70
13. DEPARTMENTAL REVENUE - LIBRARIES	0.00	0.00	0.00
14. DEPARTMENTAL REVENUE - CEMETERIES	0.00	0.00	0.00
15. DEPARTMENTAL REVENUE - RECREATION	207,007.00	185,000.00	-10.63
16. OTHER DEPARTMENTAL REVENUE	652,445.00	625,000.00	-4.21
17. LICENSES AND PERMITS			
a.Building Permits	438,268.00	425,000.00	-3.03
b.Other licenses and permits	148,353.00	140,000.00	-5.63
18. SPECIAL ASSESSMENTS	0.00	0.00	0.00
==> 19. FINES AND FORFEITS	6,959.00	6,800.00	-2.28
==> 20. INVESTMENT INCOME	538,404.00	254,000.00	-52.82
==> 21. MEDICAID REIMBURSEMENT	29,456.00	25,000.00	-15.13
==> 22. MISCELLANEOUS RECURRING	72,780.00	0.00	-100.00
23. MISCELLANEOUS NON-RECURRING	84,799.00	5,494.00	-93.52
24. Totals	9,682,995.00	8,895,000.00	-8.14

Signatures

TAX RATE RECAPITULATION

Fiscal Year 2024

Accounting Officer

I hereby certify that the actual receipts as shown in column (a) are, to the best of my knowledge correct and complete, and I further certify that I have examined the entries made on page 4 of the above-indicated fiscal year tax rate recapitulation form by the City / Town / District Clerk and hereby acknowledge that such entries correctly reflect the appropriations made and the sources from which such appropriations are to be met.

Anne M. Carreiro, Accountant, Fairhaven, acarreiro@fairhaven-ma.gov 508-979-4023 | 10/18/2023 5:50 PM

Comment:

Documents

No documents have been uploaded.

* Do not include receipts in columns (a) or (b) that were voted by the City / Town / District Council or Town Meeting as offset receipts on Schedule A-1, enterprise funds on Schedule A-2, or departmental revolving funds per Chapter 44, Section 53E 1/2. The Recap Page 3 Support form must be submitted to support increases / decreases of estimated receipts to actual receipts.

==> The Recap Page 3 Support form must be submitted to support increases/ decreases of FY 2024 estimated receipts to FY 2023 estimated receipts to be used in calculating the Municipal Revenue Growth Factor (MRGF). The Recap Page 3 Support form must be submitted to list each receipt type included in rows 22 and 23, Miscellaneous Recurring and Non-Recurring.

TAX RATE RECAPITULATION
 Fiscal Year 2024

City/Town Council or Town Meeting Dates	FY*	(a) Total Appropriations Of Each Meeting	(b) ** From Raise and Appropriate	APPROPRIATIONS					AUTHORIZATIONS MEMO ONLY		
				(c) From Free Cash (See B-1)	(d) From Other Available Funds (See B-2)	(e) From Offset Receipts (See A-1)	(f) From Enterprise Funds (See A-2)	(g) From Community Preservation Funds (See A-4)	(h) *** Departmental Revolving Funds	(i) Borrowing Authorization (Other)	
05/06/2023	2023	992,169.00	0.00	324,812.00	366,000.00	0.00	301,357.00	0.00	0.00	0.00	0.00
05/06/2023	2024	71,769,490.00	56,036,901.00	4,059,184.00	2,893,032.00	0.00	7,575,368.00	1,205,005.00	170,500.00	4,850,000.00	
11/14/2023	2024	546,844.00	0.00	165,736.00	0.00	0.00	381,108.00	0.00	0.00	20,000,000.00	
Total		73,308,503.00	56,036,901.00	4,549,732.00	3,259,032.00	0.00	8,257,833.00	1,205,005.00	0.00	20,000,000.00	

* Enter the fiscal year to which the appropriation relates.
 ** Appropriations included in column (b) must not be reduced by local receipts or any other funding source.
 Appropriations must be entered gross to avoid a duplication in the use of estimated or other sources of receipts.
 *** Include only revolving funds pursuant to Chapter 44, Section 53 E 1/2.

Clerk
 I hereby certify that the appropriations correctly reflect the votes taken by City / Town / District Council.
 Elisabeth Horan, Interim Town Clerk, Fairhaven, ehoran@fairhaven-ma.gov 508-979-4023 | 12/7/2023 2:57 PM
 Comment:

Documents

No documents have been uploaded.



Action / Discussion Items

Monday, December 18, 2023



Town of Fairhaven
Massachusetts
 Office of the Select Board
Proclamation

Recognizing the 2023 Fairhaven High School Football Team

Whereas: Fairhaven High School has a long and proud history; and

Whereas: the hard work, dedication, sportsmanship, talent and exceptional team chemistry has led the 2023 Fairhaven High School Football Team to earn the MIAA Division Six State Championship title; and

Whereas: Head Coach Derek Almeida, the entire coaching staff, parents, faculty, student body and alumni were integral in supporting the team to victory through their unwavering support; and

Whereas: Captains Jayce Duarte, Colby Correia, Nathan Pickup and Justin Marques led their teammates with the passion, intensity, and ultimate team spirit of champions; and

Whereas: on November 30, 2023 the Fairhaven High School Football Team battled the Salem Witches in the Super Bowl to secure victory by a score of 26-22 and win the 2023 MIAA Division Six State Championship title.

Now, therefore, We, Leon E. Correy III, Charles K. Murphy, Sr., Stasia Powers, Keith Silvia and Robert J. Espindola, the Select Board of the Town of Fairhaven, recognize **the 2023 Fairhaven High School Football Team**, for a remarkable season leading to their Super Bowl victory and therefore declare November 30th as Fairhaven High School MIAA Division Six State Championship Day.

Given under our hands and seal on this 18th day of December in the year of our Lord Two Thousand and Twenty-Three

 Leon E. Correy III, Chair

 Charles K. Murphy, Sr., Vice-Chair

 Stasia Powers, Clerk

 Keith Silvia

 Robert J. Espindola

Please see the attached document for approval by the Town of Fairhaven, MA, for the right to install and support a fiber cable on the existing poles that are owned by WJFD and Fairhaven Wind LLC. This is that fiber project Bill Daniels had come in to meet on a few months ago. If you need him to attend another select board to review this or if you would like to have a meeting on it I'm happy to set up. Because these poles are on town/DPW property, that's why we need the license agreement. There is no work to the poles or construction in the street, it's literally just hanging wire and connecting it to our substation on Arsene Street. Let me know if you have any questions.

Best,

Anthony Veilleux

Community Relations Specialist

New Bedford AWC

50 Duchaine Boulevard

New Bedford, MA 02745

Anthony.veilleux@eversource.com | www.eversource.com

LICENSE AGREEMENT

This LICENSE AGREEMENT (hereinafter "License") is executed this _____ day of _____, 2023 by and between THE TOWN OF FAIRHAVEN acting by and through its Board of Selectmen, a Massachusetts municipal corporation, having its principal place of business at 40 Center Street, Fairhaven Massachusetts 02719 (hereinafter referred to as the "TOWN"), and NSTAR ELECTRIC COMPANY d/b/a Eversource Energy, a Massachusetts corporation having a principal place of business at 800 Boylston Street, Boston, Massachusetts 02110 ("LICENSEE").

WHEREAS The TOWN is owner of record of land situated at REAR ARSENE STREET, Fairhaven Massachusetts 02719, by virtue of a Deed recorded at the Bristol County registry of Deeds in Book 1490 page 201, hereinafter referred to as the "License Premises" and,

WHEREAS FAIRHAVEN WIND LLC and WJFD-FM Inc. have Agreements with the Town recorded at the Bristol County Registry of Deeds southern district in Book 10203 Page 61 and in Book 7165 Page 87 respectively and to which those Agreements provide for and include the right to install electric and communication poles, conduit, wires, cables and equipment to service their facilities pursuant to the terms of their Agreements on under and over the Premises and,

WHEREAS FAIRHAVEN WIND LLC and WJFD-FM INC have agreed to allow NSTAR ELECTRIC d/b/a EVERSOURCE ENERGY the use of the existing poles and conduit and equipment for communication and intelligence located on property owned by the TOWN.

The premises are more particularly described in the deed as those parcels of land situated between Sconticut Neck road and Nasketucket Creek south of the former railroad right of way and our more particularly shown on the Town of Fairhaven's 2023 Assessors Maps as Plat 28 Lot 8 and 8A.

This license is for communication and intelligence cables to be located on existing utility poles and electrical equipment and conduit owned by FAIRHAVEN WIND LLC and WJFD-FM INC located at the License Premises.

The TOWN hereby grants a right of entry and license to use the License Premises to LICENSEE, subject to the following terms and conditions:

I. USE, PURPOSE, TERM

The TOWN hereby grants LICENSEE a license to locate, relocate, erect, construct, install, operate, maintain, patrol, inspect, repair, replace, alter, change the location of, extend or remove wires, cables and other necessary equipment and apparatus ("equipment"), on poles and in conduit located on Town owned property with equipment installed along, upon, under across and over those certain parcels of land for the transmission and/or the distribution of communication and intelligence together with any and all necessary and proper equipment and fixtures (collectively, the "Facilities") necessary for the purposes specified above, as the LICENSEE may from time to

time determine, along, upon, across, under and over the License Premises, as illustrated in the attached "Exhibit A" and "Plan & Profile". The type of equipment needed is to be determined by the LICENSEE. All improvements constructed on the License Premises pursuant to this License shall be in accordance with the Plan, as agreed upon by the TOWN, FAIRHAVEN WIND LLC and WJFD-FM INC and the LICENSEE.

Entry and use are specifically, but not exclusively, granted to the LICENSEE, its contractors, agents, representatives, employees, invitees and permittees, solely for the above-stated purposes and for all purposes and uses incidental to the purposes stated herein, within, along, under, and across the License Premises. All improvements installed on the License Premises by the LICENSEE shall be and remain the LICENSEE's property.

Such entry and use by the LICENSEE, its contractors, agents, representatives, employees, invitees, permittees, and licensees, shall be exercised from the date of the execution of this License and shall continue unless sooner terminated in accordance with the provisions of Section VII below. Such entry and use shall be further limited by the provisions of Section VI. The LICENSEE expressly agrees to restore the Premises disturbed by the construction permitted under this License to its original condition, as nearly as possible, following completion of such construction activity. The LICENSEE further expressly agrees to restore the Premises to its original condition, as nearly as possible, upon the termination of the rights granted hereunder.

II. CONSIDERATION

The consideration for this License shall be a fee of \$1.00, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the LICENSEE of all the obligations and covenants set forth herein.

III. INSURANCE

LICENSEE shall maintain, during the full term of this License and at its sole cost and expense, comprehensive public liability insurance, including coverage for bodily injury, wrongful death and property damage, in amounts acceptable to the TOWN and sufficient to satisfy the obligations of LICENSEE under the terms of this License to indemnify, defend and hold harmless the TOWN.

LICENSEE shall provide the TOWN with a certificate of insurance showing compliance with the foregoing provisions and indicating that the TOWN is an additional insured. Failure to obtain and keep in force the required insurance, as evidenced by a certificate of insurance, shall automatically terminate this License and any rights granted herein. LICENSEE is permitted to satisfy the foregoing obligations through a program of self-insurance, and shall provide a description thereof to the TOWN.

IV. INDEMNIFICATION

LICENSEE agrees, for itself and its successors and assigns, to indemnify, defend and hold harmless the Town, its agents, employees, successors or assigns, from and against any and all claims, demands, suits, actions, costs, and judgments whatsoever, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against the TOWN, its agents, employees, successors or assigns, by reason of, or in consequence of: 1) LICENSEE's work at the License Premises and exercise of rights under this License; 2) issuance or revocation of this License; 3) any failure on the part of LICENSEE to comply with any provision or term required to be performed or complied with by LICENSEE under this License. The obligations of this Section shall survive the expiration or termination of this License.

V. RISK OF LOSS

LICENSEE acknowledges and agrees that it accepts the License Premises in "AS IS" condition for the purpose of this License, and that the TOWN has made no representation or warranty regarding the fitness of the License Premises. LICENSEE agrees that it shall use and occupy the License Premises at its own risk, and the TOWN shall not be liable to LICENSEE for any injury or death to persons entering the License Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of LICENSEE, or of anyone claiming by or through LICENSEE, that are brought upon the License Premises pursuant to the License. The provisions of this Section shall survive the expiration or termination of this License.

VI. CONDUCT

During the exercise of the rights hereby granted, the LICENSEE shall at all times conduct itself so as not to unreasonably interfere with the operations of the TOWN, and observe and obey applicable federal, state and local laws, statutes, ordinances, regulations and permitting or licensing requirements.

VII. TERMINATION and REVOCATION

This License may be revoked by the TOWN or terminated by LICENSEE, without liability or recourse to the other therefore, at any time and for any reason upon written notice given at least one hundred twenty days (120) days prior to the termination date stated within said notice.

In the event that this License is terminated or revoked, LICENSEE shall, at its own expense, remove all its Facilities installed or constructed on across or under the License Premises and restore the License Premises to its original condition as at the commencement of this License, as nearly as possible. This obligation shall survive the termination of this License.

VIII. RIGHTS OF THE TOWN TO ENTER

The TOWN reserves the right and the LICENSEE shall permit the TOWN to enter upon and use the License Premises at any time and for all purposes at the TOWN's sole discretion, provided that the TOWN does not unreasonably interfere with LICENSEE's use of the License Premises.

IX. MODIFICATIONS and AMENDMENTS

Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

X. NOTICE

For purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Town: Board of Selectmen
 Town of Fairhaven
 40 Center Street
 Town Hall
 Fairhaven, MA 02719

Licensee: NSTAR Electric Company d/b/a Eversource Energy
 800 Boylston Street, 17th Floor
 Boston, MA 02110
 Attn: Legal Department

These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

XI. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the LICENSEE any estate in the License Premises, but only the limited right of possession as hereinabove stated.

XII. EXHIBITS and ATTACHMENTS

Any and all exhibits and attachments referenced herein or attached hereto, are duly incorporated within this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

TOWN OF FAIRHAVEN

By Its Board of Selectmen

_____, Chairman

Date: _____

_____, Vice Chairman

NSTAR ELECTRIC COMPANY (D/BA EVERSOURCE ENGERY)

Date _____

Feuersanger, Theresa M



CONSTRUCTION STANDARD
ELECTRIC OPERATIONS ORGANIZATION

Installation of ADSS Fiber-optic Communication Cable

Document Number: C3502	Issued Date: 5-JUN-18	Revised Date: 08-NOV-18	Revision: 2	Applicability: EMA
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Scope:

This standard covers the installation of all-dielectric self-supporting (ADSS) fiber-optic communication cables in the distribution supply space with supply line voltages A cable assembly that contains any metallic component is not considered all-dielectric.

The purpose of this standard is to provide detail about the location and method to install ADSS cable on distribution pole lines.

Safety:

Providing a work environment, free of recognized hazards is a value at Eversource. Therefore, prior to the start of any work, ensure that you are familiar and knowledgeable with all Eversource Safety Rules, Policies and Procedures that are applicable to the work and tasks at hand and perform a job brief at the job site, prior to commencing work. PPE requirements to protect the worker shall be followed as required in the Eversource Employee Safety Manual.

Approved by: _____ Signature on File
Jennifer J. Hebsch
Manager, T&D Standards Engineering

Date: 11/8/2018

Rev No.	Description	Date
2	Document reformat and NESC content updated. Updated Figure 3 to not include all other ADSS.	November 8, 2018
1	This standard supersedes C3501. Eversource formatted and written to accommodate all Eversource territories. Clearance updated.	January 25, 2017
0	Original. New equipment / technology.	March 2, 2012

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1.0 Introduction

- 1.1 Eversource requires ADSS cable to be installed in the Company's supply space below the secondary cable/system neutral.
- 1.2 ADSS cables installed on distribution poles must comply with the requirements detailed in this standard and other related Eversource standards, the NESC, and with any applicable federal, state, or local regulations.
- 1.3 It is the responsibility of all facilities to ensure that the clearance, sag/tension and attachment height requirements defined in the NESC are met with each conductor.
- 1.4 This standard is supplemental to an approved pole attachment agreement between the company and the pole attachment licensee.
- 1.5 Upon the request for an ADSS Cable Installation, contact T&D Standards Engineering for the applicable requirements.
- 1.6 Worker Qualification:
 - 1.6.1 The installation, maintenance, modification and removal of cables or equipment above the Communication Worker Safety Zone (CWSZ) must be done by workers qualified to work in the supply space.
 - 1.6.2 Workers shall be equipped with properly rated equipment and personal protective equipment (PPE).
 - 1.6.3 The owner of the communication cable shall ensure that the parties working in the supply space on their ADSS cable:
 - .3.1 Understand and meet the requirements of the NESC (Part 4) and OSHA (Parts 1910 and 1926).
 - .3.2 Understand and meet the various state and local requirements imposed on the employers for the training, qualification, equipment, and practices of workers in the supply space.

2.0 Reference Documents

C3500	Clearances for Overhead Lines 35kV Maximum Distribution General Practice
C4403	Proper Guying and Anchoring of Distribution Poles
C4406	Jointly Owned Poles, Pole Space Allocation and Intercompany Grounding/Bonding Requirements
C5000	Grounding and Bonding Pole-mounted Equipment
NESC	National Electric Safety Code C2-2017
OSHA	Part 1910: Occupational Safety and Health Standards
OSHA	Part 1926: Safety and Health Regulations for Construction

3.0 General

3.1 On joint ownership poles, communication facilities are separated from the supply space by the CWSZ, as illustrated in Figure 1.

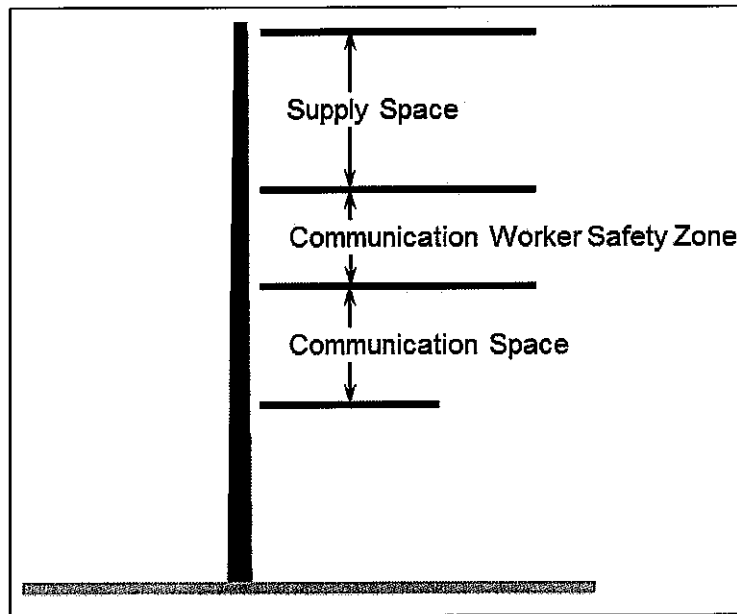


Figure 1 - Space on Joint Pole

3.2 The communication cable owner shall ensure compliance with applicable NESC (Part 4), OSHA (Parts 1910 and 1926), and with any applicable federal, state, or local regulations.

4.0 Approved Installation

4.1 Throughout this standard, the term “secondary” refers to the secondary or system neutral and may also apply to an aerial cable supported by an effectively grounded messenger.

4.2 ADSS cable, and its associated clamping hardware, are not required to be effectively grounded; or bonded to a grounding system (pole ground).

4.3 All poles with ADSS cable installed at the bottom of the supply space require that all communication space cables and messengers with any metallic components (i.e. CATV and Comm.), be bonded to the system secondary neutral and, if applicable, the pole ground.

4.3.1 This bonding in the communication space, if necessary, shall be accomplished prior to the ADSS cable installation at the bottom of the supply space.

4.4 Any new installation of ADSS cable must be attached below the secondary, even if there is an existing ADSS cable already on the same pole above the secondary.

5.0 Location on Pole

5.1 Eversource shall designate the location on each pole for ADSS cable installations in the supply space. Typically, this cable will be the next cable below the existing secondary.

5.2 ADSS cable shall be attached to the pole on the same side as other supply space cables.

5.3 It is Eversource's objective to install the secondary and ADSS cable at the lowest point allowed for supply space cables, as provided in the pole attachment agreement between Eversource and the pole attachment licensee.

5.3.1 Supply space secondary and ADSS cable and/or communications cables may be adjusted by mutual agreement between the joint owners to avoid a pole change-out if field and code conditions permit.

5.4 A single ADSS cable installation along one pole line shall not alternate or transfer positions. For example, it is prohibited to be above the CWSZ at one pole and then below the CWSZ at the next pole.

6.0 Clearances

6.1 Clearances defined in this standard shall be the shortest distance measured off the edges from surface to surface. It is not to be confused with mounting hole spacing from center to center, as depicted in Figure 2.

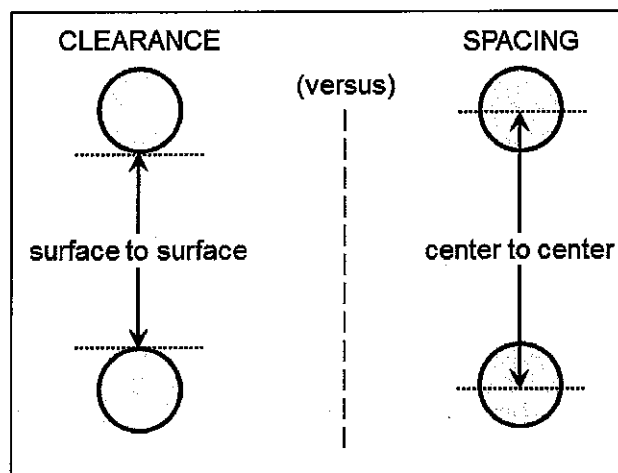


Figure 2 - Clearance and Spacing Difference

6.2 Where the NESC does not specify clearances, maintaining the ability of all parties to safely work on their cables is a primary concern. Therefore, ADSS cables, loops, and risers shall be installed so they do not impede Eversource access to its facilities.

6.3 To prevent abrasion damage, an ADSS cable shall not be in contact with equipment, guy wires, or any other supply cable at any point within a span.

6.4 Measuring vertical clearances for pole attachment shall include the metal supports/brackets for cables or conductors.

6.5 Vertical clearances applicable to ADSS cable installations are per NESC Rules 230F1b and 235C. Minimum clearances between cables in the span shall not be less than 75% of the minimum clearance required at the pole. See Section 7.0 for Sag and Tension.

6.6 Minimum clearances in the span for all conductors and cables must be determined based on the conditions that result in the closest approach which may dictate additional clearance at the pole is required. Longer spans typically require additional height for the secondary and ADSS cable to provide adequate clearance over roadways and from other utilities.

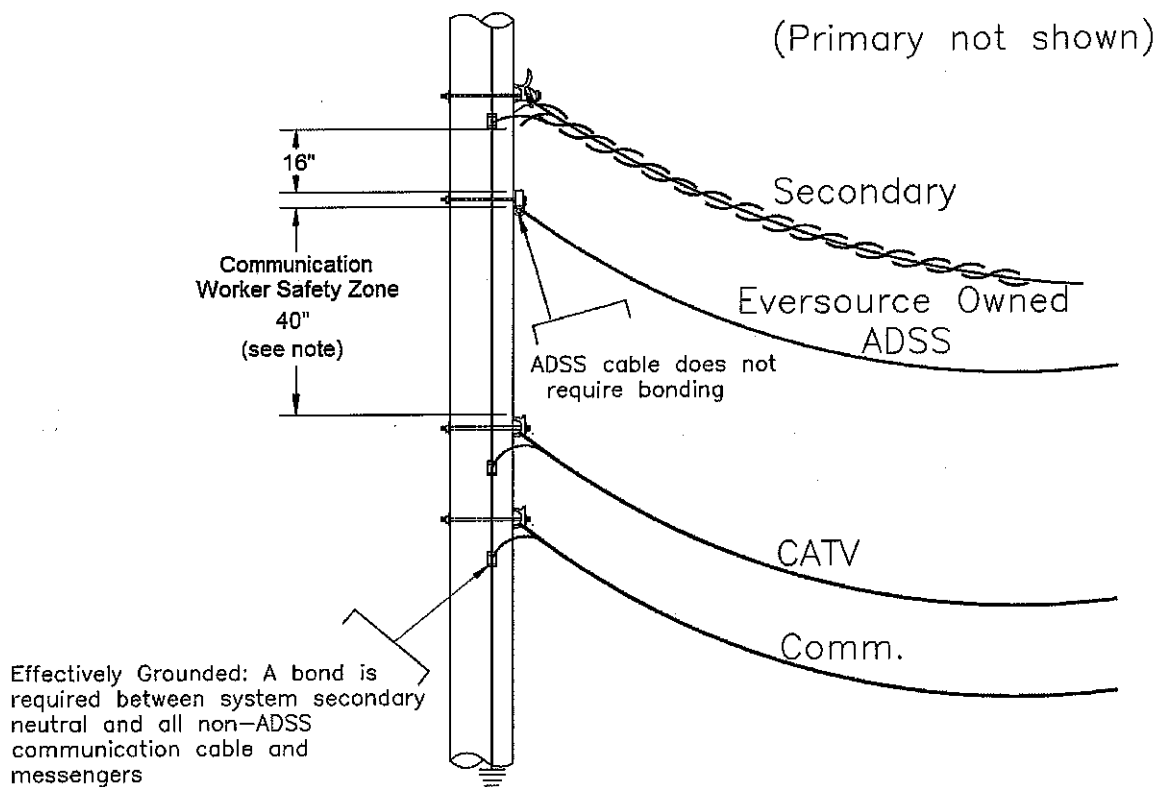
6.7 Eversource owns the space below the secondary. This space is for Eversource owned ADSS cable installations. Reference Figure 3.

6.8 Vertical separation between ADSS cable and the secondary shall be 16 inches minimum clearance at the pole, unless sag calculations require more clearance at the pole to meet minimum clearance of 12 inches in the span. This includes ADSS cable clamps, through bolts or other equipment, and drip loops.

6.8.1 Where this is not possible with a standard clamp, the ADSS cable may be installed on an offset bracket to provide a horizontal 12 inches minimum clearance from the secondary.

6.9 When installing ADSS cable in the supply space below the secondary, CWSZ requirements include the following, see Figure 3:

6.9.1 CWSZ 40 inches minimum clearance at the pole shall be maintained, unless span related clearances require more space. If pole space is available, existing facilities may be relocated up or down to allow this clearance.



Note: Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is for Eversource installations. Reference Section 6.8.

Figure 3 – Vertical Clearance on Joint Poles

6.10 Clearance and vertical spacing requirements for new bolt holes:

6.10.1 New holes shall be drilled in the same direction as existing holes and spaced no less than six (6) inches apart.

6.10.2 Holes drilled offset 90 degrees shall be spaced no less than three (3) inches apart from existing holes.

6.11 The figures in Section 8.0 provide details about clearance requirements, including clearances from luminaire brackets and drip loops.

7.0 Sag and Tension

- 7.1 Per NESC Rule 235C, if the worst sag condition of the secondary is 32°F with 1/2 inch ice, the sag of a communication cable below it can be considered loaded also with 1/2 inch ice. If the worst sag condition of the secondary is 120°F, then the sag of a communication cable below it shall be considered at an ambient temperature of 90°F.
- 7.2 An ADSS cable installed in the supply space must be sagged to approximately match the sag of the existing secondary, but also consider the closest approach clearance discussed in Section 6.6.
- 7.3 An ADSS cable shall be no less than 12 inches below the secondary at its lowest point in the span based on the closest approach conditions. This shall include a secondary with uneven sag caused by midspan service taps.
- 7.4 Owner of any communication cable shall provide the Company with appropriate sag and tension data for the cable being installed.
- 7.4.1 A Sag and Tension calculation can be done using Southwire SAG10 or similar software. The following parameters would be required to perform the test: Thermal coefficient of linear expansion (1/deg. F), Diameter (in.), Weight (lb./ft.), Rated breaking strength (lbs.), Maximum rated cable load (MRCL) (lbs.) and Cable modulus (kpsi): initial, final and 10 year.
- 7.5 Owner of any communication cable is responsible for costs associated with the additional space required to accommodate cables that do not follow this standard.
- 7.6 Angle or dead-end poles that require additional guying to support new ADSS cable attachments shall be updated.
- 7.6.1 To comply with NESC heavy ice and wind loading conditions, new hardware for guying and anchoring shall be installed.

8.0 Figures

- 8.1 Navigate to each figure by clicking the appropriate link in the “#” column.

#	Title
Figure 4	Single Phase Pole Top
Figure 5	Three Phase Pole with Crossarms and Jumpers
Figure 6	Three Phase Pole with Single Transformer
Figure 7	Three Phase Pole with Banked Transformers
Figure 8	Three Phase Spacer Pole Top
Figure 9	Three Phase Spacer Angle Construction
Figure 10	ADSS and Street Light Bracket

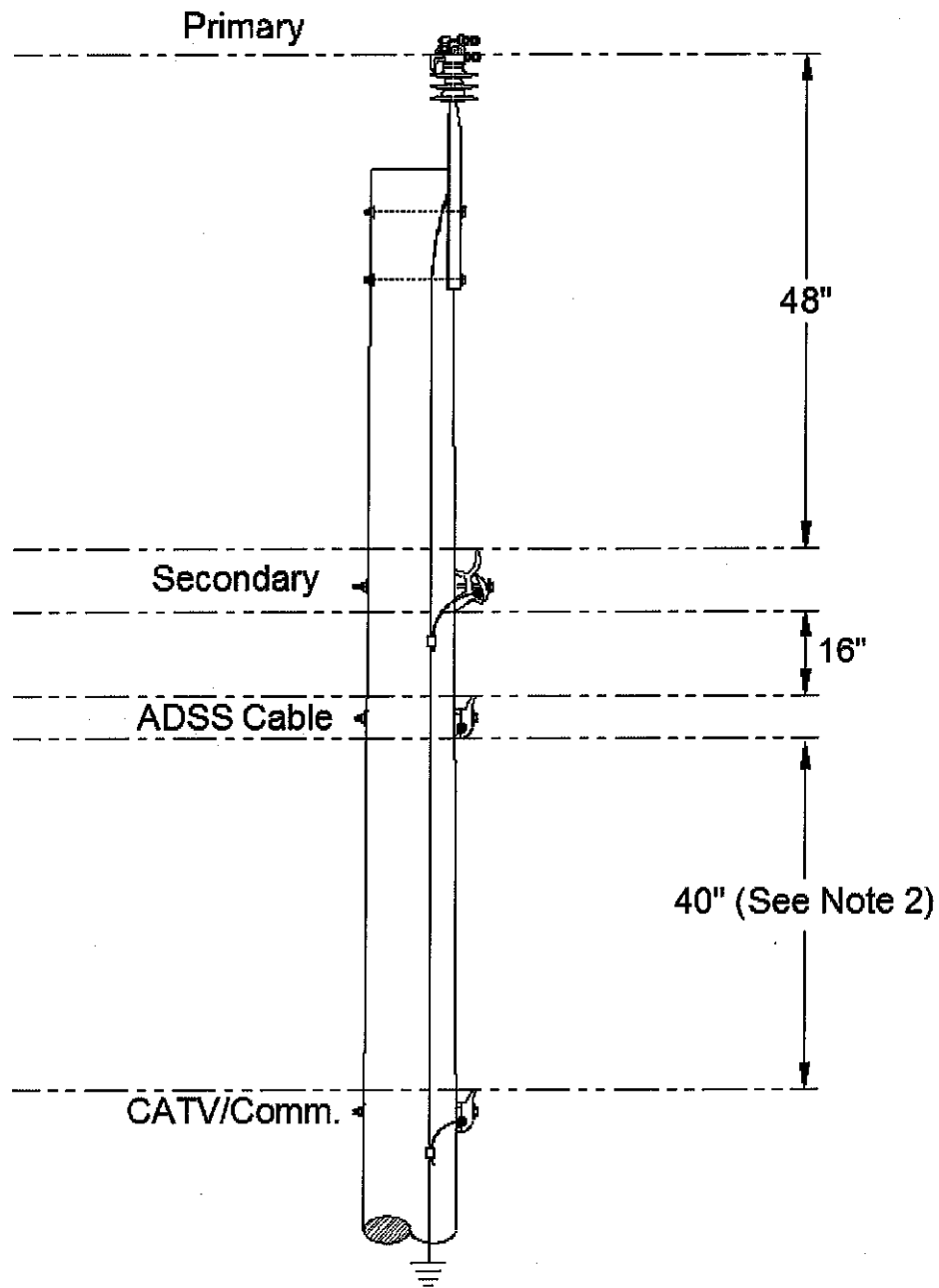


Figure 4 - Single Phase Pole Top

Notes:

(1) A 48-inch minimum clearance must be maintained between any point energized at primary voltage and the grounded neutral on the pole, unless equipment and/or minimum clearance in the span dictates otherwise.

(2) Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is reserved for Eversource installations. Reference Section 6.8.

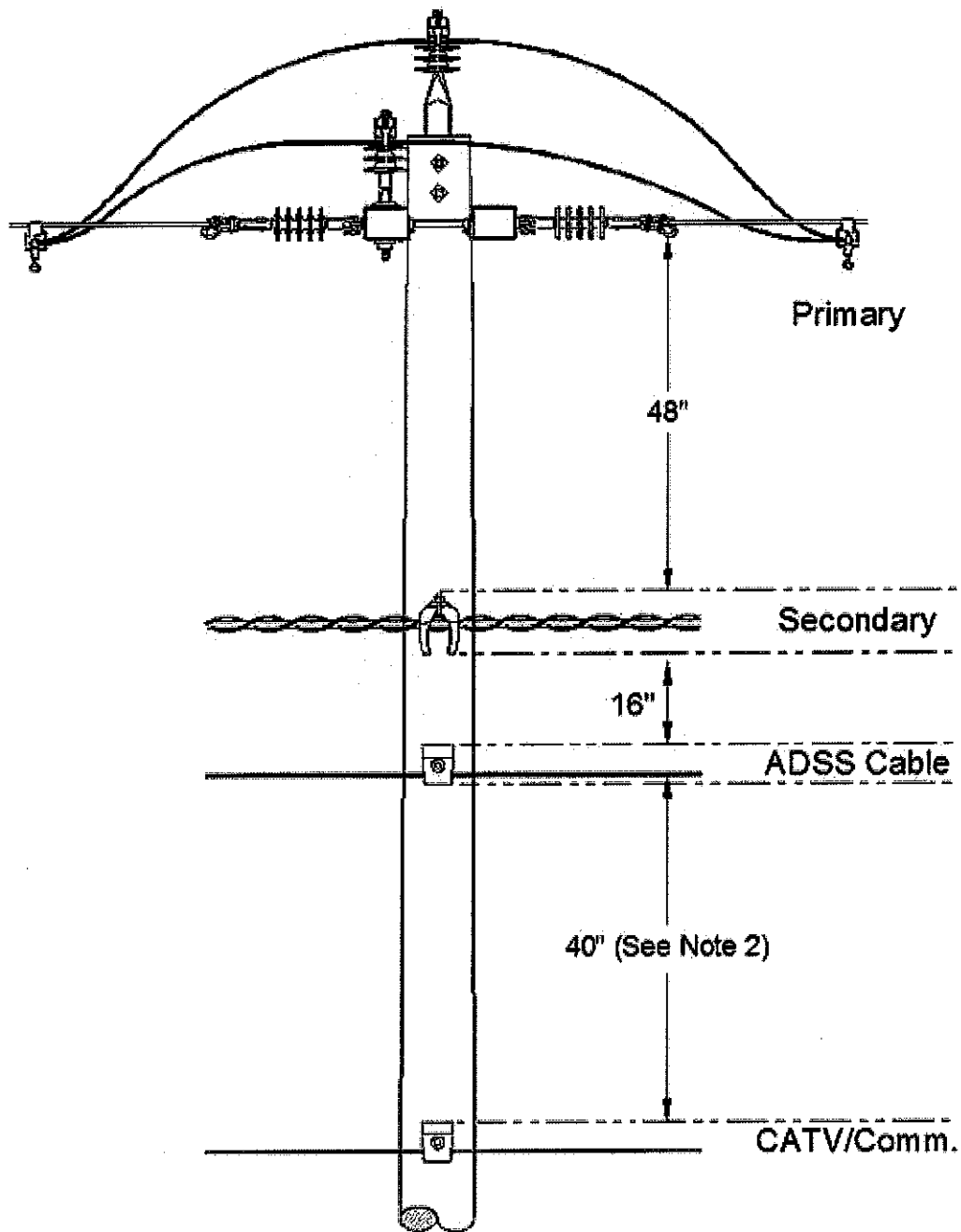


Figure 5 - Three Phase Pole with Crossarms and Jumpers

Notes:

- (1) A 48-inch minimum clearance must be maintained between any point energized at primary voltage and the grounded neutral on the pole, unless equipment and/or minimum clearance in the span dictates otherwise.
- (2) Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is reserved for Eversource installations. Reference Section 6.8.

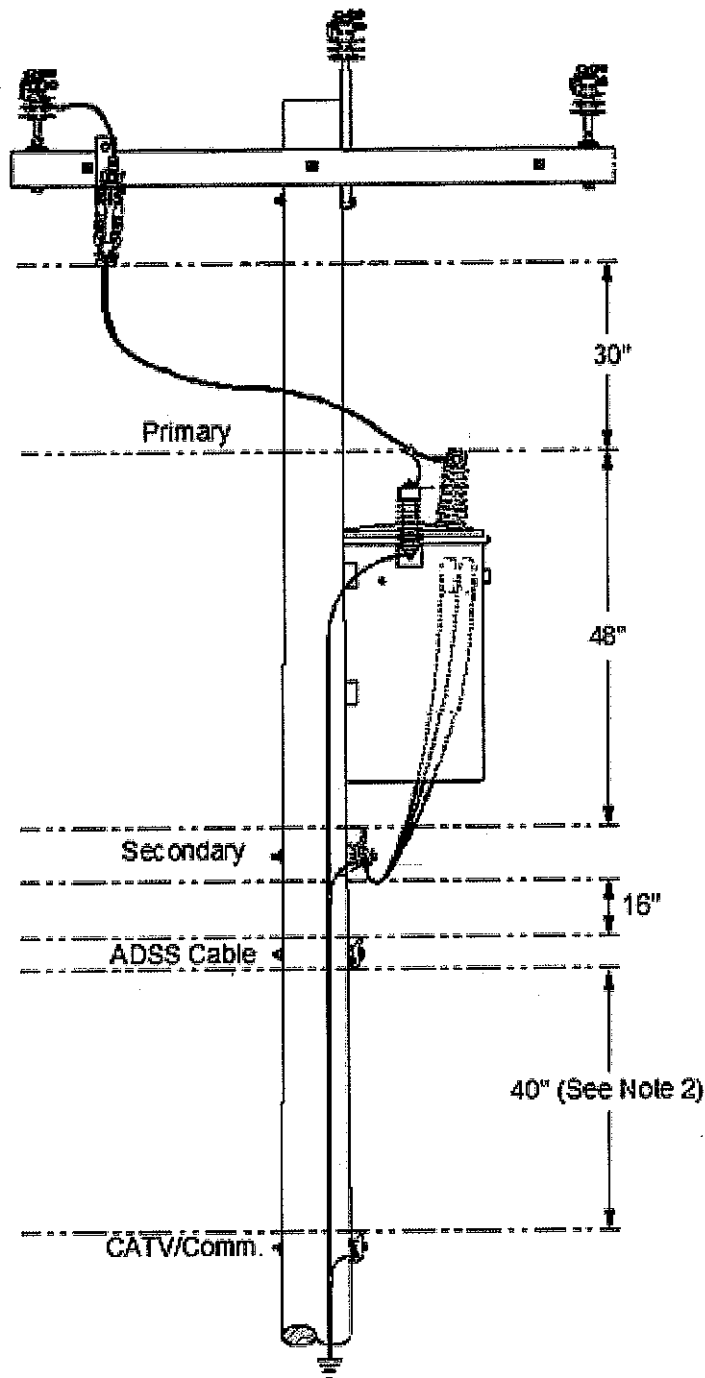


Figure 6 - Three Phase Pole with Single Transformer

Notes:

- (1) A 48-inch minimum clearance must be maintained between any point energized at primary voltage and the grounded neutral on the pole, unless equipment and/or minimum clearance in the span dictates otherwise.
- (2) Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is reserved for Eversource installations. Reference Section 6.8.

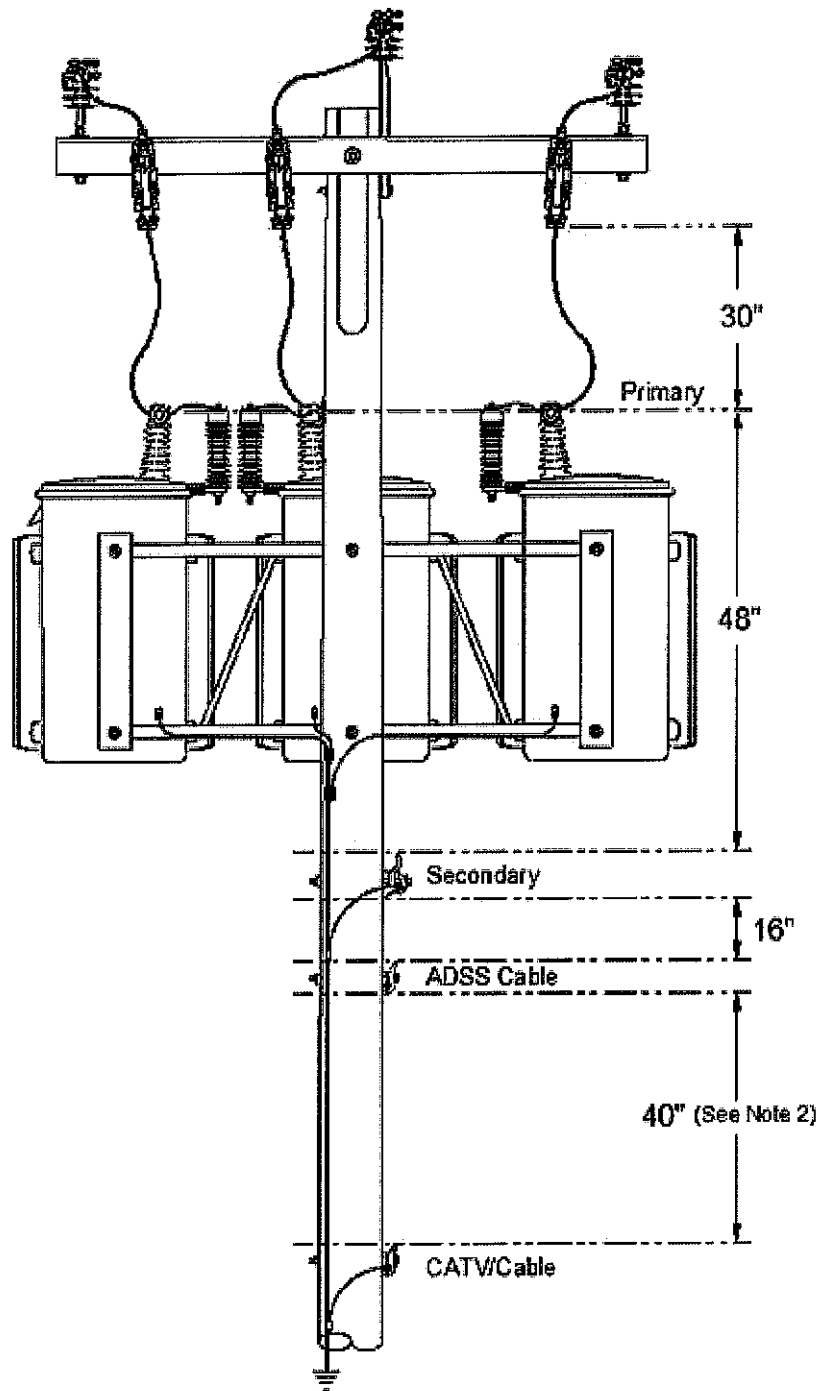


Figure 7 - Three Phase Pole with Banked Transformers

Notes:

- (1) A 48-inch minimum clearance must be maintained between any point energized at primary voltage and the grounded neutral on the pole, unless equipment and/or minimum clearance in the span dictates otherwise.
- (2) Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is reserved for Eversource installations. Reference Section 6.8.

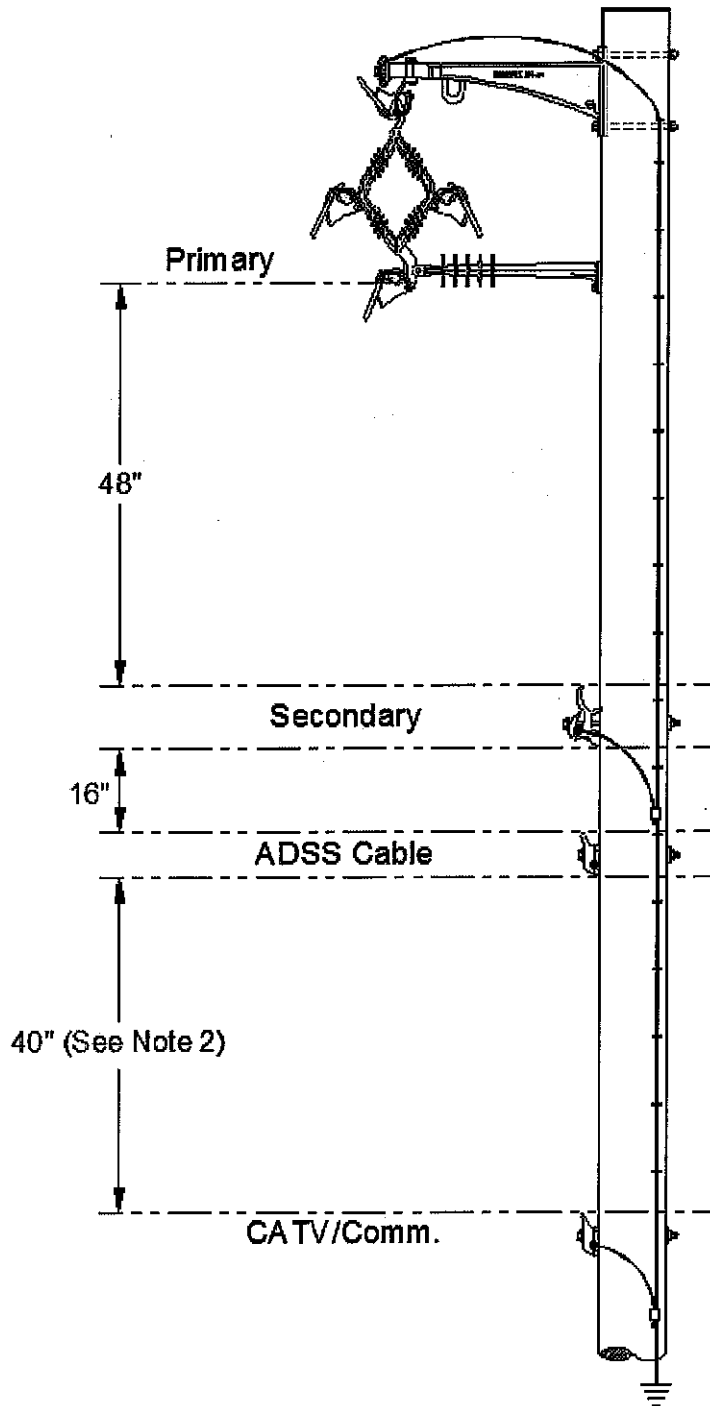


Figure 8 - Three Phase Spacer Pole Top

Notes:

- (1) A 48-inch minimum clearance must be maintained between any point energized at primary voltage and the grounded neutral on the pole, unless equipment and/or minimum clearance in the span dictates otherwise.
- (2) Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is reserved for Eversource installations. Reference Section 6.8.

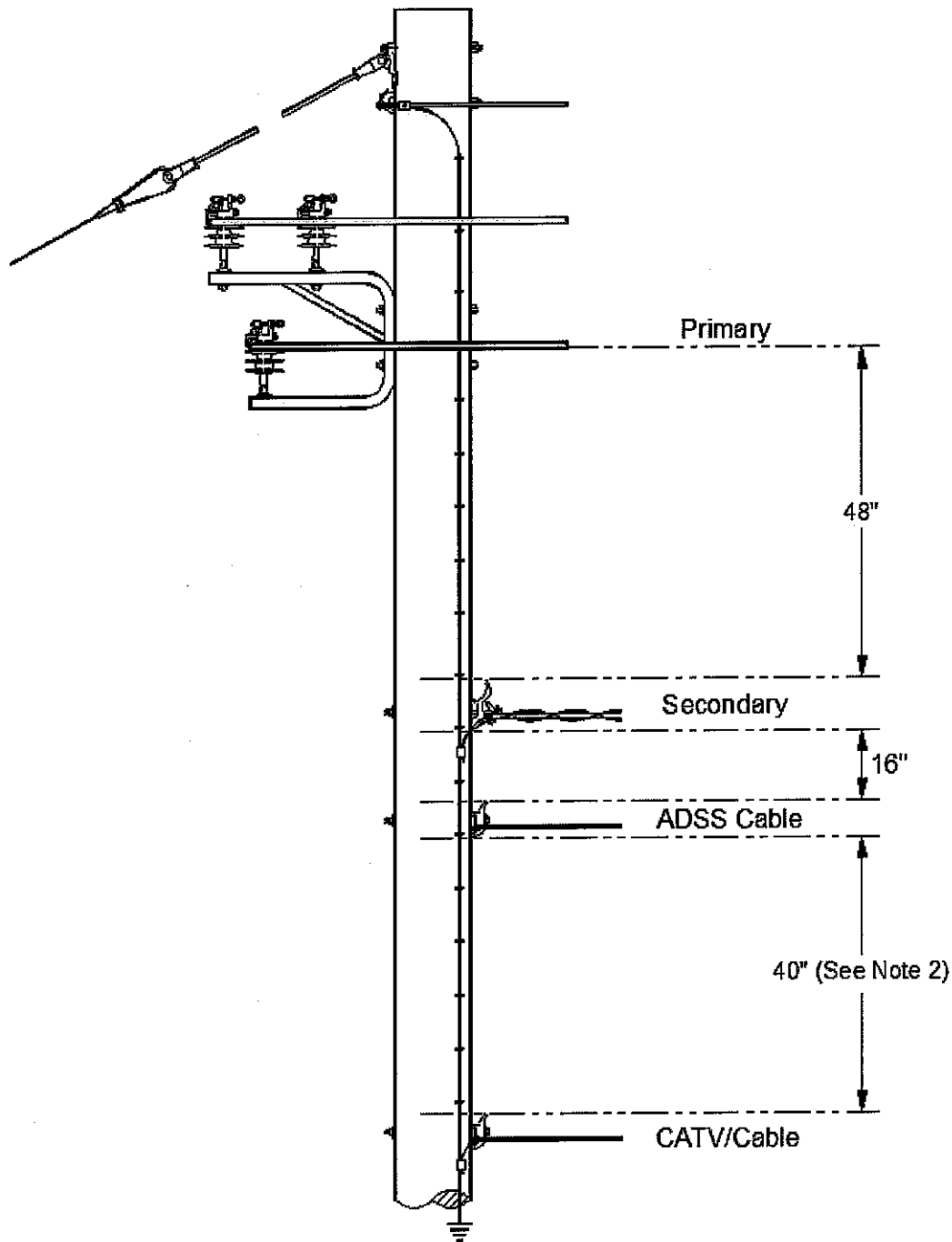


Figure 9 - Three Phase Spacer Angle Construction

Notes:

- (1) A 48-inch minimum clearance must be maintained between any point energized at primary voltage and the grounded neutral on the pole, unless equipment and/or minimum clearance in the span dictates otherwise.
- (2) Standard construction requires 40 inches minimum clearance between the ADSS cable and the highest communication cable. The space 16 inches minimum below the secondary is reserved for Eversource installations. Reference Section 6.8.

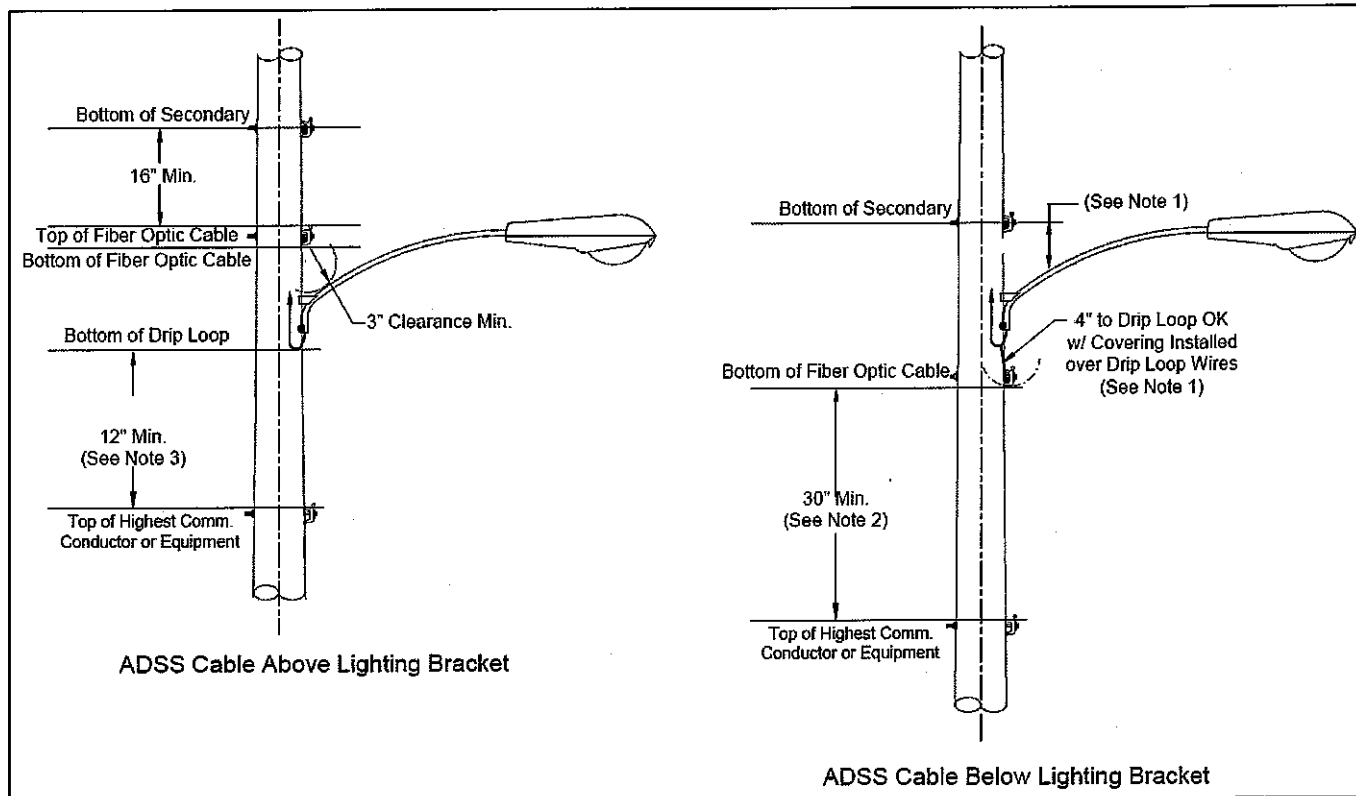


Figure 10 - ADSS Cable and Street Light Bracket

Notes:

- (1) Maintain minimum four (4) inches minimum from secondary wires or cables to nearest point of lighting bracket of luminaire.
- (2) When non-current carrying portions of equipment are grounded consistently throughout clearly defined areas, the minimum clearance is 30 inches minimum.
- (3) NESC Rule 238.D: 12 inches minimum clearance may be reduced to three (3) inches if the drip loop is covered by a nonmetallic flexible covering. This covering must extend at least two (2) inches into the luminaire bracket and two (2) beyond the portion of the loop that is within 12 inches of the communication bolt. The covering shall be made of a UV rated durable material designed for guarding electrical wires; taping alone is not acceptable.
- (4) Street light brackets shall be bonded to the pole ground with #4 AWG copper wire. If no pole ground exists, then bond the bracket to the system neutral.

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.

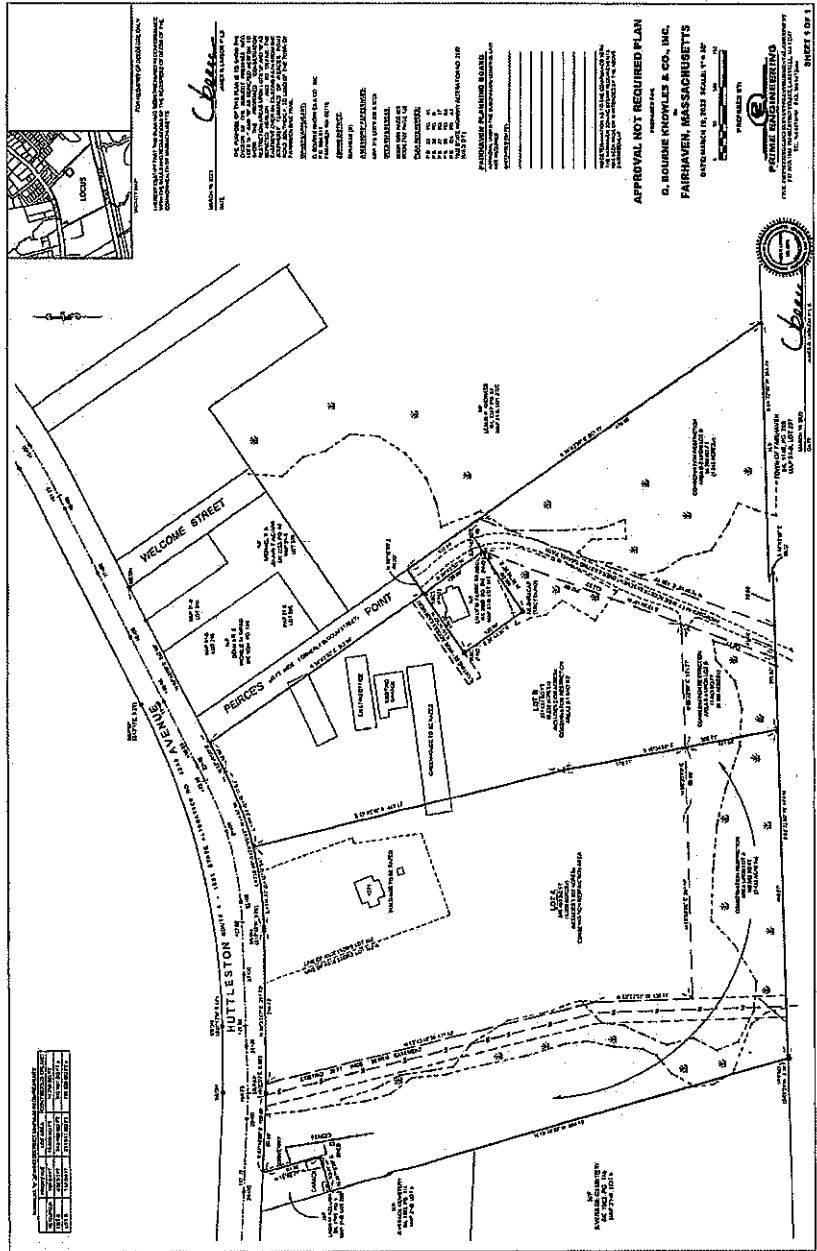


EXHIBIT B-2

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 16, 1941.
At 12 Hour 6 Min. P.M. (P.D.)
Received and Recorded in Bristol S.D.
Attest: *J. P. G. A.*
Asst. Register.

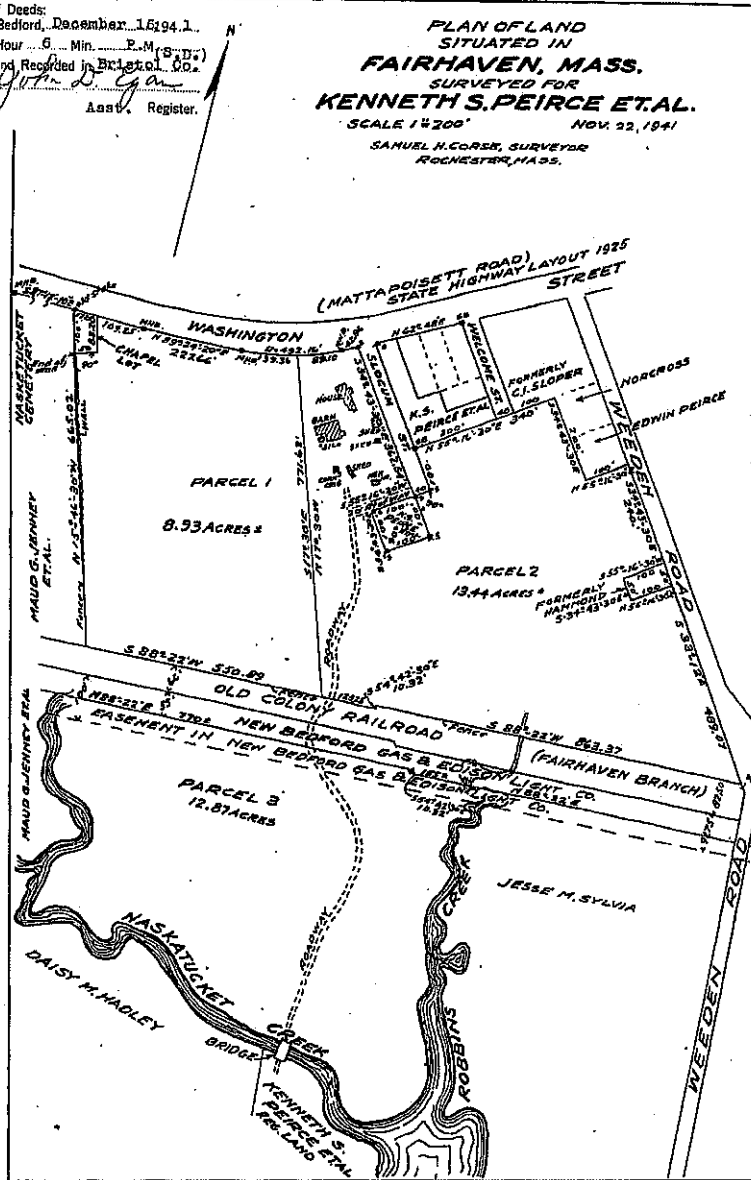


EXHIBIT "C"

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.

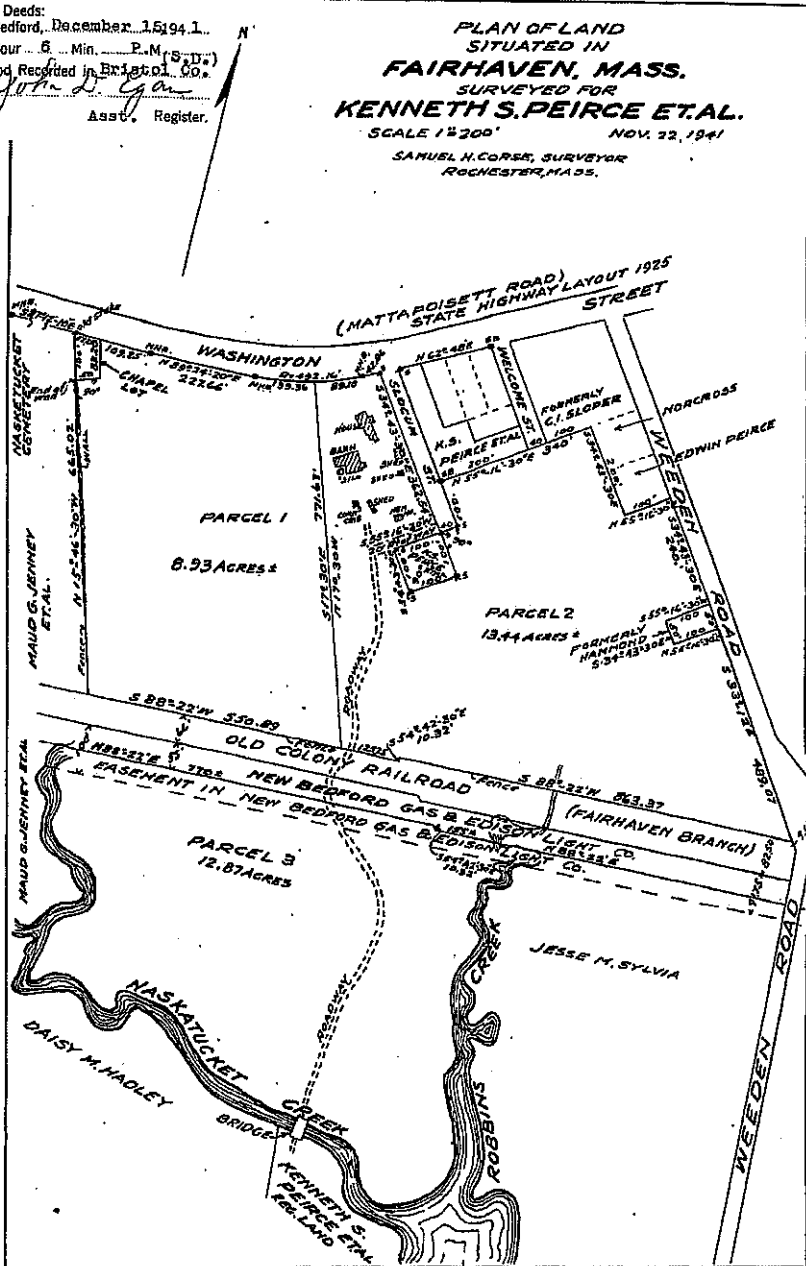
A TRUE COPY, ATTEST:


LINDA FRÉDETTE - ACTING TOWN CLERK

PLAN 3
BOOK NO. 34 PAGE 9

Commonwealth of Massachusetts
 Registry of Deeds: New Bedford, December 15, 1941.
 At 12 Hour 8 Min. P.M. (S.D.)
 Received and Recorded in Bristol Co.
 Attest *John D. G. O.*
 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.



FILE

AGREEMENT

This Agreement, made and entered into the 7th day of May, 2009 by and between the Town of Fairhaven, a Massachusetts municipal corporation, 40 Centre Street, Fairhaven, Massachusetts, by and through its Board of Selectmen, hereinafter referred to as "Town" and the Whitfield-Manjiro Friendship Society, Inc., a Massachusetts Non-Profit Corporation, with a principal office at 45 Centre Street, Fairhaven, Massachusetts, hereinafter referred to as "WMFS".

WHEREAS, the undersigned, recognize the vital role that knowledge of history plays in the current and future success of our citizens; and

WHEREAS, since 1987, WMFS (formerly known as the Fairhaven/New Bedford--Tosashimizu Sister City Committee, Inc.) has promoted a sister-city relationship with the city of Tosashimizu, Kochi Prefecture, Japan, and has perpetuated the story of John Manjiro and Captain William Whitfield, whose historical friendship serves an invaluable role in fostering good relations between the peoples of Japan and of the United States; and

WHEREAS, the Town anticipates receiving a gift of the title to Captain Whitfield's house as a token of friendship and gratitude from the Japanese people; and

WHEREAS, the Town of Fairhaven wishes to designate WMFS (and WMFS accepts the opportunity) to operate and maintain Captain Whitfield's house as a museum and educational center in honor of the historical friendship between John Manjiro and Captain Whitfield, and to help foster the continuing good relations between the peoples of Japan and of the United States;

WHEREAS, this Agreement is exempt from the provisions of G.L. c. 30B as a contract, which is funded by proceeds derived from a gift to a Town.

NOW, THEREFOR, in consideration of the mutual covenants and conditions set forth below, the Town and WMFS agree as follows:

1. **General:**

WMFS shall operate and maintain Captain Whitfield's house (which consists of the land and buildings thereon located at 11 Cherry Street, Fairhaven, Massachusetts and shown as Lot 37 of Fairhaven Assessors Map 13) as a museum and educational center in honor of the historical friendship between John Manjiro and Captain Whitfield, in a manner that complies with all applicable State laws, and provisions of the Town Code, now in force, or which may hereinafter be in force.

2. **Maintenance; Alteration:**

WMFS shall at all times, and at its own expense, keep the Captain Whitfield house in such good order, condition, and repair as it was at the time of the commencement of this Agreement. WMFS may make material alterations, additions, or improvements to the Captain Whitfield house to preserve and maintain the house in furtherance of its use as an historic house, with the prior written consent of the Board of Selectmen.

3. **Structural Maintenance:**

The Town is responsible for the upkeep and repair or replacement of the major structural elements of the house such as the roof, siding, exterior paint, gutters, sidewalks and paths, electrical, plumbing and mechanical systems, and , fire suppression systems, if any. The Town is not obligated and does not intend to provide any other support, either financial or operational, to WMFS at any time.

In the event of the failure, or major disrepair, of any structural element of the house, the Board of Selectmen, in its sole discretion, may determine to discontinue the use of the Captain Whitfield house, and may suspend or terminate this Agreement, including the obligations of the Town under this paragraph 3, for such period of time as the Board determines.

4. **Costs of Operation:**

WMFS is responsible for all costs associated with the operation of the museum and activity center, including but not limited to, all wages and taxes and other benefits as necessary for hired staff or volunteers, minor maintenance work or damage repairs,

installation and reoccurring costs of phone, internet, and other office equipment. WMFS shall furnish general maintenance and trash removal from the Captain Whitfield house and grounds. WMFS shall pay the cost of any special security services for the house or scheduled events.

5. **Insurance:**

WMFS shall, during the term of this Agreement, keep in full force and effect a policy of liability and property damage insurance with respect to the Captain Whitfield house and grounds. The limits of liability shall not be less than \$500,000 per person and \$2,000,000 per accident. The property damage limit shall not be less than \$2,000,000. The policy shall name WMFS as insured and the Town as additional insured, and shall contain a clause to the effect that the insured will not cancel or change the insurance without first giving the Town sixty (60) days prior written notice. A copy of the policy or certificate of insurance shall be delivered to the Town annually, and in the case of renewal, shall be delivered prior to the end of the term of the current policy.

6. **Indemnify:**

WMFS shall indemnify and at all times save and hold harmless the Town and its officers, attorneys, employees, and agents from and against any and all claims, demands, suits, actions, liabilities, damages, penalties, judgments, and costs and expenses, including without limitation the costs and expenses of litigation, of or by anyone that in any way is caused by, arises out of, or is occasioned by the performance, operations, conduct, negligence, acts, or omissions of WMFS, or any of its agents or employees, or that occurs in, on , or about the Captain Whitfield house and grounds during the term of this Agreement

7. **Surrender:**

At the expiration of the term of this Agreement, WMFS shall surrender the Captain Whitfield house and grounds in good condition, reasonable wear and tear excepted. WMFS shall surrender all keys for the Captain Whitfield house to the Town.

8. **Term, Renewal:**

The term of this Agreement shall begin on May 7, and continue for one (1) year, and shall thereafter renew automatically for successive one (1) year terms, unless either party, acting in its sole and absolute discretion, notifies the other in writing no less than ninety (90) days prior to the end of the then current term of its intention to terminate the agreement, in which case the agreement shall not renew at the end of that term.

9. **Termination:**

In the event that WMFS shall cease to exist as an organization, or shall enter bankruptcy, or be declared insolvent, or liquidate all or substantially all of its assets, or shall significantly reduce its services or accessibility to Town residents during the term of this Agreement, or in the event WMFS shall fail to comply with the provisions herein, then and in that event the Town may terminate this Agreement upon ten (10) days written notice.

10. **Governing Law**

The laws of the Commonwealth of Massachusetts shall govern this Agreement in all aspects, including execution, interpretation, performance, and enforcement.

11. **Venue:**

All disputes under this Agreement shall be brought in the trial court for Bristol County.

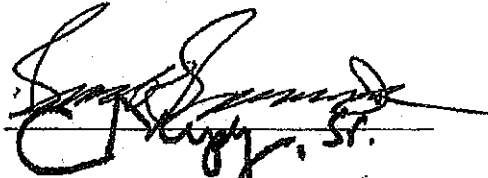
12. **Third Party Enforcement**

This Agreement is not intended to be a third party beneficiary contract, and none of the obligations set forth herein are enforceable by any person other than the parties hereto.


IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed in their respective names, this 7th day of May, 2009.

Town of Fairhaven,
by its Board of Selectmen,

The Whitfield-Manjiro Friendship Society, Inc.
by its Chairman _____



Michael Selin



CONVENTION OF ALLIANCE

In view of the fact that ~~both~~ of our cities share strong ties with Manjiro Nakahama, we, FairHaven/New Bedford City in the State of Massachusetts, the United States of America, and TosaShimizu City in Kochi Prefecture, Japan, have decided in our respective legislative assemblies that both of our cities will become ^{SISTER} ~~twin~~ cities, in the hope of furthering our international fraternity and understanding through mutual exchange in education, culture and the economy long into the future so as to contribute to friendship between Japan and the United States and to world peace.

Now based on the above decisions, the undersigned representatives of both parties have affixed their hands to this document in witness of the fact that both parties have become ^{SISTER} ~~twin~~ cities.

December 2, 1987

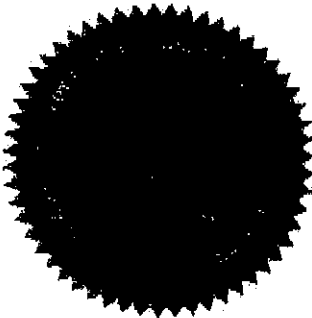
FairHaven

FairHaven

New Bedford

TosaShimizu

Joseph C. Silveira
Joseph C. Silveira
Joseph C. Silveira
Joseph C. Silveira
Joseph C. Silveira
Joseph C. Silveira



TWIN CITY
AGREEMENT AND MEMORANDUM
BETWEEN FAIRHAVEN NEW BEDFORD AND TOSASHIMIZU

I. TWIN CITY Agreement

One hundred Forty-six years ago, Tosashimizu City in Kochi prefecture, Japan, and FairHaven, New Bedford City in the State of Massachusetts, the United States of America, greatly contributed to the promotion of interchange between Japan and the U.S. through the medium of John Manjiro Nakahama, a citizen of TosaShimizu, Who was washed up on an unnhabited island when he was 14 years old, and was rescued by an American whale boat. After landing on FairHaven New Bedford, he learned the English language, mathematics, navigation and surveying in the U.S.A., and when he returned to Japan he played an important role in introducing Western civilization to Japan and supporting Japanese diplomatic activities during the historic turn from feudal to modern Japan. In memory of this man, both cities and their people who hope to promote mutual understanding, respect and friendship through a broad range of interchanges, as a contribution to world peace, now solemnly declare that both cities have hereby been twinned.

This Agreement has been executed in duplicate in both Japanese and English, by signature of the undersigned, subject to ratification by the legislature of each city. This Agreement shall be effective from the day when both city legislatures have completed their ratification.

2. Memorandum on Interchange Activities between the Twin Cities

Upon execution of the Twin City Agreement between TosaShimizu City and Fairhaven, New Bedford City, both cities discussed plans for interchange activities between them. Based on the firm belief that mutual exchange between both cities and their communities will be substantially furthered by their twinning, both parties have agreed that they will push forward their mutual interchange in several aspects.

It was agreed that interchange activities in the following specific fields are to be arranged from time to time through mutual consultations.

- Interchange between youths and ordinary citizens
- Interchange in relation to the arts, culture and sport
- Interchange in relation to urban administration
- Interchange in relation to the economy and industry

IN WITNESS WHEREOF, both cities have executed these documents, the undersigned representatives of both cities affixing their signature hereto, the day of

December 2, 1987.

Walter Sieveira

FairHaven

Joseph Capobianco


FairHaven

James H. ...

New Bedford

John ...

TosaShimizu

和泉清 

2024 RENEWALS
FOR APPROVAL BY THE SELECT BOARD
DECEMBER 18, 2023

LIQUOR LICENSES, FAIRHAVEN, MA 02719

*Contingent on Building/Fire Inspections & Taxes Updated

**Fee Schedule

1. Gene's Famous Seafood, 146 Huttleston Avenue, Fairhaven, MA *
2. The Bitter End Lounge, 407-409 Huttleston Avenue, Fairhaven, MA *
3. Frontera Grill, 214 Huttleston Avenue, Fairhaven, MA *
4. Sweet Ginger Asian Cuisine & Bar, 179-181 Huttleston Ave., Fairhaven, MA *
5. Mike's Restaurant, 390 Huttleston Ave., Fairhaven, MA *
6. Dorothy Cox's Candies, 21 Berdon Way, Fairhaven, MA *
7. Wah May Restaurant, 51 Main Street, Fairhaven, MA *
8. Elisabeth's Restaurant, 1 Middle Street, Fairhaven, MA *
9. 99 Restaurant & Pub, 32 Scoticut Neck Road, Fairhaven, MA *
10. Southcoast Wine & Spirits, 355 Huttleston Ave., Fairhaven, MA *
11. Brick Pizzeria Napoletana, 213 Huttleston Ave., Fairhaven, MA *
12. Minerva Pizza House, 75 Main Street, Fairhaven, MA *
13. Paul's Sports Corner, 19 Howland Road, Fairhaven, MA *
14. Connolly's Liquor Mart, 36 Howland Road, Fairhaven, MA *
15. Old Oxford Pub, 346 Main Street, Fairhaven, MA *
16. Fairhaven Wine & Spirits, 105 Scoticut Neck Rd., Fairhaven, MA *
17. Sivalai Thai Cuisine, 130 Scoticut Neck Rd., Fairhaven, MA *
18. M & J Fairhaven Inc., Ricardi's Restaurant, 1 David Drown Blvd. Fairhaven, MA *
19. Bayside Lounge, 125 Scoticut Neck Rd., Fairhaven, MA *
20. Friendly Farm Convenience, 121 Scoticut Neck Road, Fairhaven, MA *
21. Cardoza's Wine & Spirits, 6 Scoticut Neck Road, Fairhaven, MA *
22. Douglas Wine & Spirits, 1 Peoples Way, Fairhaven, MA *
23. The Pasta House Restaurant, Bocca, 100 Alden Road, Fairhaven, MA *
24. Fort Phoenix Post 2892, Veterans of Foreign Wars of USA, 109 Middle Street, Fairhaven, MA *

25. Acushnet River Safe Boating Club, 801 Middle Street, Fairhaven, MA *
26. Off The Hook, 56 Goulart Memorial Drive, Fairhaven, MA *
27. Ice House, LLC, 136 Huttleston Ave., Fairhaven, MA *
28. Fairhaven Seaport Hospitality Inc., Seaport Inn and Marina, 110 Middle Street, Fairhaven, MA *
29. Vila Verde Restaurant, 362-364 Main Street, Fairhaven, MA *
30. Rasputin's Tavern, 122 Main Street, Fairhaven, MA *
31. Ocean State Job Lot, 11 Berdon Way, Fairhaven, MA *
32. Moriarty Liquors, 101 Middle Street, Fairhaven, MA *
33. Town Crier, 5 Maitland Street, Fairhaven, MA *
34. Courtyard Restaurant, 270 Huttleston Avenue, Fairhaven, MA *
35. The Bar on Middle, 47 Middle Street, Fairhaven, MA *
36. Scuttlebutts Liquors, 407-409 Main Street, Fairhaven, MA *
37. Huttleston License, LLC Stevie's A Package Store, 115 Huttleston Ave., Fairhaven, MA *
38. Traveler's Ale House, 111 Huttleston Ave., Fairhaven, MA *
39. Southcoast Pickleball LLC., 4 David Drown Blvd., Fairhaven, MA *
40. Gulf Resources Inc., 277 Bridge Street, Fairhaven, MA *
41. Pouring License Fairhaven Meadows LLC/Nasketucket Bay Vineyard, 237 New Boston Road, Fairhaven, MA *, **

CAR DEALER LICENSES, FAIRHAVEN, MA

1. Fairhaven Gas, Inc. 134 Huttleston Avenue, Fairhaven, MA *
2. Fairhaven Gas, Inc., Valero's, 130 Huttleston Avenue, Fairhaven, MA *
3. Hive Motorcars, LLC, 10 Arsene Way, Fairhaven, MA *
4. Guard Enterprises, 110 Alden Road, Fairhaven, MA *
5. Alden Buick GMC, 6 Whalers Way, Fairhaven, MA *
6. Alden Mazda, 250 Bridge Street, Fairhaven, MA *
7. Artistic Auto Body & Auto Sales, 98 Middle Street, Fairhaven, MA *
8. Sarkis Enterprises, Inc. (A & A Auto), 196 Huttleston Ave., Fairhaven, MA *
9. RRR Auto Sales, 372 Huttleston Avenue, Fairhaven, MA *
10. First Hot Line Auto Sales Inc., Fairhaven Getty Auto Sales, 371 Huttleston Avenue, Fairhaven, MA *
11. Dussault Auto Sales LLC, 99 Spring St. Fairhaven, MA *

REPAIR LICENSES, FAIRHAVEN, MA

1. Fairhaven Gas, Inc. 134 Huttleston Ave, Fairhaven, MA *
2. Guard Enterprises, 110 Alden Road, Fairhaven, MA *
3. Alden Buick GMC, 6 Whalers Way, Fairhaven, MA *
4. Alden Mazda, 250 Bridge Street, Fairhaven, MA *
5. Artistic Auto Body & Auto Sales, 98 Middle Street, Fairhaven, MA *
6. Sarkis Enterprises, Inc., (A & A Auto), 196 Huttleston Ave., Fairhaven, MA *
7. A-1 Crane Company, 86-88 Middle Street, Fairhaven, MA *
8. Aaron's Auto Glass, 232 Huttleston Ave., Fairhaven, MA *
9. Jiffy Lube #1229, 31 Alden Road, Fairhaven, MA *
10. Automotive Diagnostic Service, 162 Sconticut Neck Rd., Fairhaven, MA *
11. Dattco Sales & Service, 72 Sycamore Street, Fairhaven, MA *
12. Nice N' Clean Car Wash, 320 Huttleston Avenue, Fairhaven, MA *
13. Rick's Services, 241 R. Huttleston Avenue, Fairhaven, MA *
14. Manny's Service Station, 82 Bridge Street, Fairhaven, MA *
15. Sullivan Tire Company, 9 Plaza Way, Fairhaven, MA *
16. JR's Auto Shop, 276 Huttleston Avenue, Fairhaven, MA *
17. Roland's Tire Service, 11 Howland Road, Fairhaven, MA *
18. RRR Auto Sales, 372 Huttleston Avenue, Fairhaven, MA *
19. Leban Fuel Inc., Fairhaven Getty, 371 Huttleston Avenue, Fairhaven, MA *
20. Spring Street Garage, 99 Spring St. Fairhaven, MA *

COMMON VICTAULER LISENSSES, FAIRHAVEN, MA

1. Papa Gino's Pizza, 171 Huttleston Ave, Fairhaven, MA
2. Subway, 42 Fairhaven Commons Way, Fairhaven, MA

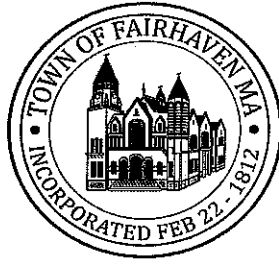
3. Taco Bell, 33 Alden Road, Fairhaven, MA
4. Subway, 19 Plaza Way, Fairhaven, MA
5. Burger King, 180 Huttleston Ave., Fairhaven, MA
6. McDonald's Restaurant, 14 Plaza Way, Fairhaven, MA
7. Wendy's Restaurant, 7 Fairhaven Commons Way, Fairhaven, MA
8. Mac's Soda Bar, 116 Sconticut Neck Road, Fairhaven, MA
9. Dunkin Donuts, 18 Plaza Way, Fairhaven, MA
10. Dunkin Donuts, 32 Howland Road, Fairhaven, MA
11. Little Village Café, 23 Center Street, Fairhaven, MA
12. Palace Pizza & More, 142 Huttleston Ave., Fairhaven, MA
13. Galaxy Pizza, 142 Main Street, Fairhaven, MA
14. Scramblers Breakfast & Bagel, 2 Sconticut Neck Rd., Fairhaven, MA
15. 7-Eleven, 188 Huttleston Ave., Fairhaven, MA
16. Ice Cream Cottage, 12 Ferry Street, Fairhaven, MA
17. Mey Breakfast, 16 Main Street, Fairhaven, MA *
18. Jake's Dinner, 104 Alden Road, Fairhaven, MA
19. Mystic Café, 398 Main Street, Fairhaven, MA
20. Flour Girls Baking, 230 Huttleston Ave., Fairhaven, MA
21. The Nook Café, 58 Washington Street, Fairhaven, MA
22. Festiva Buffet, 31 Berdon Way, Fairhaven, MA
23. Honey Dew Donuts, 87 Huttleston Ave, Fairhaven, MA
24. Phoenix Restaurant, 140 Huttleston Ave., Fairhaven, MA
25. Yia Yia's Pizza Café, 381 Sconticut Neck Rd., Fairhaven, MA
26. Jersey Mike's Subs, 215 Huttleston Ave., Fairhaven, MA
27. 168 Sushi Kitchen, 8-1 Sconticut Neck Rd., Fairhaven, MA
28. Main Street Scoops, 382 Main Street, Fairhaven MA
29. Makatan Company Store, West Island Creamery, 39 Causeway Road.,
Fairhaven, MA

LODGING HOUSE LICENSES, FAIRHAVEN, MA 02719

1. Kopper Kettle Guest House, 41 Huttleston Avenue, Fairhaven, MA
2. Delano Homestead Bed & Breakfast, 39 Walnut Street, Fairhaven, MA

PRIVATE LIVERY LICENSE, FAIRHAVEN, MA 02719

1. Elite Transportation, 1 Deerfield Lane, Fairhaven, MA



Correspondence

Monday, December 18, 2023

PERAC

COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION

PHILIP Y. BROWN, ESQ., *Chair*

JOHN W. PARSONS, ESQ., *Executive Director*

Auditor DIANA DIZOGLIO | KATHLEEN M. FALLON | KATE FITZPATRICK | JAMES J. GUIDO | RICHARD MACKINNON, JR. | JENNIFER F. SULLIVAN, ESQ.

MEMORANDUM

TO: Fairhaven Retirement Board

FROM: John W. Parsons, Esq., Executive Director

RE: Appropriation for Fiscal Year 2025

DATE: December 7, 2023

Required Fiscal Year 2025 Appropriation: **\$4,273,245**

This Commission is hereby furnishing you with the amount to be appropriated for your retirement system for Fiscal Year 2025 which commences July 1, 2024.

Attached please find the portion of the Fiscal Year 2025 appropriation to be paid by each of the governmental units within your system.

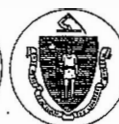
The current schedule is due to be updated by Fiscal Year 2025.

If you have any questions, please contact PERAC's Actuary, John Boorack, at (617) 666-4446 Extension 935.

JWP/jfb
Attachment

cc: Board of Selectmen
Town Meeting
c/o Town Clerk

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Fairhaven Retirement Board
Appropriation by Governmental Unit

Fiscal Year 2025 - July 1, 2024 to June 30, 2025

Aggregate amount of appropriation: **\$4,273,245**

UNIT	Percent of Aggregate Amount	Funding Schedule (excluding ERI)	ERI	Total Appropriation
Town of Fairhaven	96.76%	\$4,134,792	\$0	\$4,134,792
Fairhaven Housing Authority	3.24%	\$138,453	\$0	\$138,453
UNIT TOTAL	100%	\$4,273,245	\$ 0	\$4,273,245

The Total Appropriation column shown above is in accordance with your current funding schedule and the scheduled payment date(s) in that schedule. Whenever payments are made after the scheduled date(s), the total appropriation should be revised to reflect interest at the rate assumed in the most recent actuarial valuation. Payments should be made before the end of the fiscal year.



Committee Liaison Reports

Monday, December 18, 2023

Bob Espindola – Committee Liaison Report 12-18-2023

The Broadband Study Committee met on December 13th. The committee discussed alternatives to the using the Broadband Grant funds for the FHA project given the recent vote of the FHA to withdraw from the project. Open Cape attended the meeting to describe the project they built in Bourne (Buzzards Bay) for Economic Development purposes. The committee asked Open Cape to provide an estimate of costs to build out from their existing network that runs through Fairhaven, to the business district in Fairhaven. The committee will review that at their next meeting. If there is a decision to move forward with that, then the Town would need to ask the state if this change could be made, just as Bourne did.

The Committee also supported a proposal from Chair Sean Powers to work toward getting an article on Town Meeting warrant next May to see if Town meeting members are interested in moving forward with a Fiber to the Home network based on an Enterprise Fund Model or under a Municipal Light model. Sean will be leading an effort to pull together costs for that buildout, similar to what the Town of Hampden did (notes presented in my last report).

The Massachusetts Broadband Coalition met on December 14th. Participants discussed their concerns about letters of support that incumbant providers (i.e. Comcast, Verizon, Charter) were asking for in relation to the “Gap Network” grant program. Some feel that funds directed to these for profit organizations will take away from Municipalities to access these funds and feel their local communities could have more of an impact. Others felt that it was OK to write letters of support with caveats, including requirement for the funds to only be used for Fiber.

Participants also learned about a model in Vermont that has worked very well, where they have formed Communication Union Districts allowing multiple communities to work together in their broadband buildout efforts. This arrangement has facilitated a number of projects moving forward. Below is a link to FAQ’s about how they work. This may be something people in Massachusetts may advocate for. One important not in the FAQ talks about taxpayer liability.

8. Is the taxpayer or town liable for CUD losses or insolvency?

No. CUDs are obligated to ensure that any and all costs related to revenue losses or curtailment or abanc taxpayers of CUD members

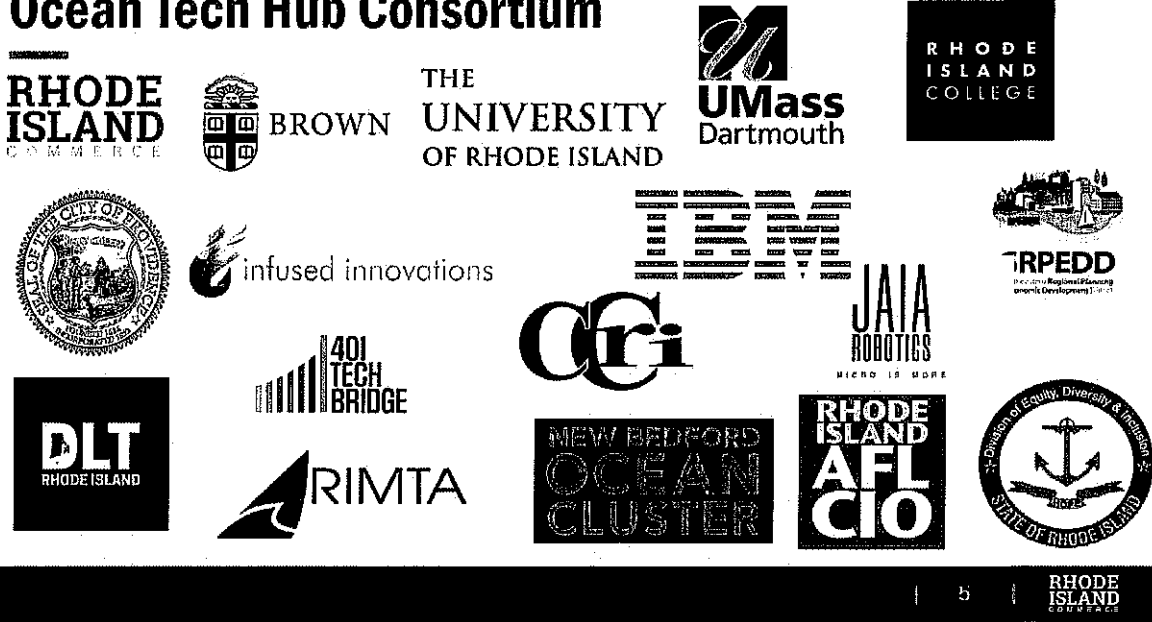
<https://publicservice.vermont.gov/vt-community-broadband-board-vcbb/vermont-communications-union-districts/communications-union>

According to Sean Gonsalves from the Institute of Local Self Reliance, 2023 was a strong year in Municipal Fiber projects being built and building momentum, with dozens moving forward across the country.

SRPEDD met on Wednesday, December 13th and covered a lot of ground. Key areas are highlighted below with links for anyone interested in learning more.

- 1) **Ocean Tech Hub of Southeastern New England** Presentation (Excerpts from the presentation are below). This is an exciting opportunity that is being explored with partnerships across state borders by a consortium noted below. They are working to file for a Federal (Economic Development Administration) for one of 5-10 grants worth a total of \$40 - \$70 Million dollars. The coverage area for this Tech Hub is Rhode Island and Bristol County as shown in the graphic below and will include focus areas like undersea robotics, Automation, Advanced Materials and Composites and features specific projects in the port of New Bedford.

Ocean Tech Hub Consortium



- 2) consortium

Phase II

For Designated Tech Hubs

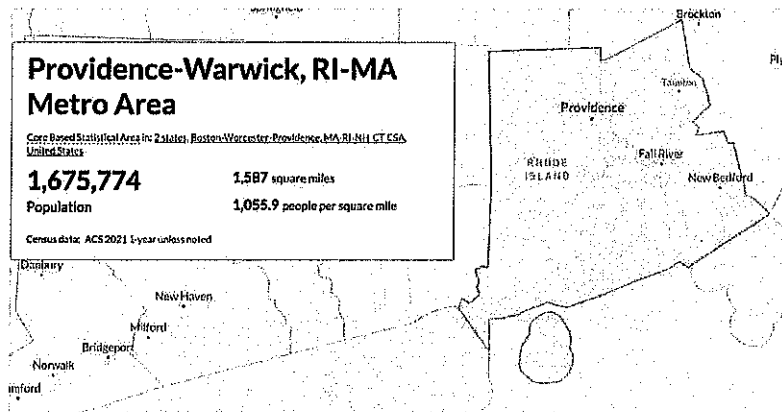
- PHASE 2: Due February 29, 2024
 - Implementation Grant \$40-70 million
 - 5-10 Awards
 - Focus on Geographic Diversity and Equity
 - Propel Hub's chosen **geography** into self-sustaining global competitiveness
 - Must stick to same KTFA, unless there's a very good rationale
 - Note: EDA has put us under "Enabling safe and effective autonomous systems" / "ocean robotics, sensors, materials"



Ocean Tech Hub Region

EDA Requires MSA level proposals

- The Providence-Warwick, RI-MA metro has an R&D advantage in Ocean Tech, and a high presence of firms with the ability to scale in key technology areas, including robotics, automation, advanced manufacturing, and materials science. The region boasts 8,294 firms in industries related to Ocean Tech.

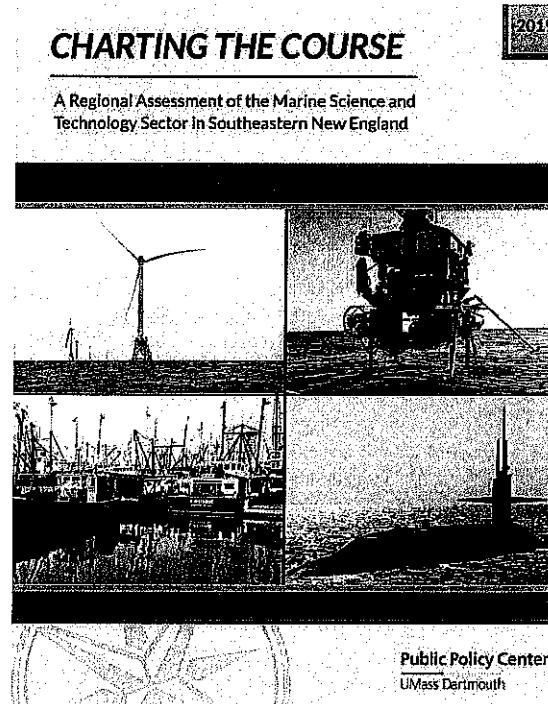


Specific Projects

Creation and/or expansion of an **incubator, light manufacturing, fabrication, and assembly space** at the water edge with multi-domain access (air, land, sea), adding physical capacity and commercial fabrication in the Port of Davisville/Quonset, Port of Providence, and Port of New Bedford.

https://commerceri-my.sharepoint.com/:p/p/lisa_carnevale/EVf1xGGCYGpCIfnYIQDI7h4BzFxaMsuv_IAM12UZHwxlYw?e=fRF0AV

- 2) **The Charting the Course** report by UMASS Dartmouth Public Policy Center and is a regional assessment of Marine Science and Technology sector in New England.:



<https://archives.lib.state.ma.us/server/api/core/bitstreams/2357e1cb-3711-41e8-a7c0-bf217b5e0c83/content>

- 3) **The Massachusetts Ocean Management Plan** “protects critical marine habitat and important water-dependent uses and provides a management framework for ocean-based projects in Massachusetts. The ocean plan’s management framework is implemented within the existing regulatory structure, with the relevant agencies coordinating review and approval of proposed ocean projects.”
- 4)

<https://www.mass.gov/info-details/massachusetts-ocean-management-plan>

- 5) Citizen Planner Training Collaborative (CPTC) Webinar series – Topics include planning, zoning, housing:

<https://masscptc.org/index.php/training/webinar-series/https://srpedd.org/event/resc-virtual-meeting/>

About Us

The Citizen Planner Training Collaborative or CPTC as it is commonly known was founded in 1995 as a collaboration between UMass, Department of Housing and Community Development, Mass Chapter of American Planning Association, Mass Association of Planning Directors, and Mass Federation of Planning Boards with a goal to empower local land use officials to make effective and judicious decisions.

CPTC began by offering Autumn Training in 1995. In 2001 the first Annual Conference was held. Subsequently On Demand Training was added and most recently we have begun to offer Online Training. Our training workshops offer a number of benefits including MIIA insurance credit, CPTC certificate credit and AICP credits but most importantly they offer knowledge of Massachusetts process and law for local planners.

As time has gone on we have added additional collaborators as well as local planners to the Board of Directors. Special thanks to all those who volunteered to make CPTC a success over the years.

6) Next RESC Meeting Registration:

<https://srpedd.org/event/resc-virtual-meeting/>

January 25, 2024 @ 2:00 pm - 3:00 pm

Join the RESC for the first meeting of 2024. Registration is required.

Special Guest Speaker: Kate Fox

Executive Director of the Massachusetts Office of Travel Tourism (MOTT).

[Register Here](#)

The RESC represents a group of economic development professionals who seek to foster growth in the southeast region of Massachusetts. With members from a variety of sectors including local government and planning, higher education, private industry, and small business, the RESC represents diverse perspectives on growth and development, equity, as well as workforce development. If you are interested in joining the committee please reach out to Lizeth Gonzalez at lgonzalez@srpedd.org.

The Liveable Streets Committee met on Thursday, December 7th but due to a posting error, were unable to hold an official meeting. Will Gardner has led efforts in get people out on their bikes. Some of the kids and parents that ride from Atlas Tack area to Wood School in what they call a "Bike Bus" have continued to ride even in this colder weather into December.

- The committee sponsored an event on the same day as the Old Tyme Holiday Fair and attracted about 20 people that road from Fort Phoenix to the Center to take in the fair and then stopped at a local restaurant for a social. The Committee plans to continue encouraging group rides into next year.



- The Committee plans to encourage bike riders to attend the MassDOT hearing on the Fairhaven/NB Bridge project on January 9 to advocate for cyclist accommodations on the new bridge.. Will would like to organize bike folks to show up and have clear input for this.
- The Committee is conducting a survey of people who bike for transportation. Click here to access. They are distributing gift bags to riders who are out there and leaving gift bags on bikes. Their goal is to identify a few key gaps that we can address quickly/cheaply to make riding more comfortable and safe.
- Representatives of the Friends of the Mattapoisett Rail Trail, Mattapoisett Bike Path Study Committee and Livable Streets Committee in Fairhaven met (virtually) with a representative of the SMART Outdoor Sign Company to discuss the prospect of signing onto a contract that would provide signs at no cost provided sponsorship is allowed. There is potential for the sponsorship to also generate revenue for the community for use in trail maintenance or other general fund needs. The group was intrigued by the concept and believes the next step should be to ask for another presentation by SMART Outdoor for a joint meeting of the full committees from each Community to determine if they want to recommend this concept to their respective Select Boards/ Boards of Public Works. More to follow.