



FAIRHAVEN SELECT BOARD AGENDA

May 13, 2024 6:30 p.m.

Town Hall – 40 Center Street – Fairhaven

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

REVISED

FAIRHAVEN TOWN CLERK
RCUD 2024 MAY 9 PM 4:41

On March 24, 2023, the bill to extend Open Meeting Law regulations governing remote participation has passed MA legislation and been signed by the Governor. This bill will allow remote and hybrid meeting options for public bodies through March 31, 2025. Pursuant to an amendment to Town Bylaw Chapter 50 § 13, all government meetings are available through web/video conference and are recorded.

A. EXECUTIVE SESSION

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

B. APPOINTMENTS AND COMMUNITY ITEMS

1. Adaptive Bicycle Donation Acceptance, **Gift Account Creation, Application for a Communication Board, Appointment Terms:** Commission on Disability
2. Massachusetts Broadband Coalition Appointment: Bob Espindola
3. Temporary Street Closure: North Fairhaven Improvement Association: Music Night, July 21, 2024
4. Temporary Street Closure: North Fairhaven Improvement Association: Holiday Lighting, December 6, 2024
5. Event Request: 2024 LCpl Matthew Rodriguez Run to Remember 5K, October 20, 2024
6. Event Request: 2024 Buzzards Bay Watershed Ride, October 6, 2024
7. Event Request: Bike Run/Blessing of the Bikes, May 19, 2024
8. Use of Town Hall and Fee Waiver Request: Fairhaven Improvement Association Concerts Under the Stars

C. MINUTES

1. Approve Select Board minutes of April 8, 2024 – Open Session
2. Approve Select Board minutes of April 8, 2024 – Executive Session
3. Approve Select Board minutes of April 22, 2024 – Open Session
4. Approve Select Board minutes of April 22, 2024 – Executive Session

D. TOWN ADMINISTRATOR

1. Staffing Update
2. Risk Level of Three Ash Trees on Walnut Street
3. Tree Warden Sidewalk Improvement Program
4. Block Party: Cottage Street from Green to Laurel: Saturday, June 15, 2024
5. Grant Awards: Accessible and Adaptive Fishing Derby; Supportive and Social Day Program Expansion
6. Union Wharf Update
7. Digital Equity-Broadband Items Scope of Work/MBI Grant
8. Employee Open Enrollment and Information Session on May 30, 2024
9. Off-Shore Wind Council
10. ADA Grant: Self-Evaluation Study and Funding Potential
11. June Select Board Meeting: Financial Report Overview and Audit Report Review
12. Website and Rebranding: Town and Logo
13. Other

E. ACTION / DISCUSSION

1. Conservation Restriction: Carvalho Woods
2. Conservation Restriction: Douglass Farm II
3. Letter of Support for the Community Planning Grant Application
4. Broad-based Municipal Goals

<https://us06web.zoom.us/j/89485993911?pwd=OFd5MzJvVnBxQklxLzdQcFRlbnVMQ0T09>

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 (i.e. urgent business not available at the time of posting) may also be brought up for discussion in accordance with applicable law.

F. BOARD MEMBER ITEMS / COMMITTEE LIAISON REPORTS

G. PUBLIC COMMENT

H. CORRESPONDENCE

1. Fairhaven Retirement System Election Officer's Selection Letter

I. NEWS AND ANNOUNCEMENTS

1. The next regularly scheduled Select Board meeting is *Tuesday, May 28, 2024* at 6:30 p.m.

ADJOURNMENT



Monday, May 13, 2024

Appointments and Community Items

Fairhaven Commission on Disability
40 Center Street
Fairhaven, MA. 02719
COD@Fairhaven-MA.gov

Ms. Stasia Powers, Chair
Fairhaven Select Board
40 Center Street
Fairhaven, MA. 02719
April 26, 2024

Dear Ms. Powers and Select Board Members,

I am sending this to you on behalf of the Commission on Disability, asking that you approve the following requests:

Donations:

1. The COD has the opportunity to apply for a Communication Board that would benefit individuals with a speech delay to more effectively communicate with their peers. Our request is that you approve our sending an application to the Flutie Foundation requesting their donation of one of these boards. I have spoken with Vinnie Furtado and Josh Crabbe at the BPW and both have agreed to install this and help to maintain the board. This board will be installed at Livesey Park.

2. The second request is that you approve and accept the donation of an adaptive bike on behalf of the town. This bike is being donated by Rare Riders with a value of approximately \$5,000.00. We are hoping that the Select Board will accept this now while we work out the logistical details as Rare Riders needs the bike moved from their vendor's warehouse. Please know that we will not release the bike for use until we have all the logistical information finalized.

3. As we will have the bike and communication board and we have a financial gift of \$90.00 we also requesting that the Select Board approve the establishment of a gift account for the COD.

Reappointments:

In addition, I wanted to make you aware that our memberships and appointments need to be adjusted so that we have three people up for reappointment each year and not the four that it is this year and next. At the meeting I can provide you with my solution if that would be beneficial to the board.

Please reach out to me if you have questions that I can answer before the meeting. My contact information is on file in your office.

Sincerely yours,

Eleanor Chew
Chair, Fairhaven Commission on Disability

Playground Communication Board

Play is a critical part of children's development. When a child plays, they build many skills, such as language, social and emotional skills, and also their ability to problem solve. Other than spoken words, there are many ways to communicate, such as facial expressions, sounds, word approximations, gestures, signs, and pictures. Some children who have difficulty using spoken words may need another way to communicate during play, like a communication board. Using a communication board helps children understand what is being said to them, helps them communicate, and introduces new words.

 I	 want	 play	 ball	 bench	 yes	 no	 what
 you	 push	 in	 ladder	 swing	 stop	 go	 where
 it	 climb	 on	 slide	 tag	 fast	 slow	 shoot
 see	 spin	 under	 hide/seek	 duck/goose	 run	 sit	 fall
 help	 break	 run	 water	 bathroom	 play	 play	 play



 Dong Phua Jc. Foundation for Autism

PCS and bookmaker are trademarks of Eastman Kodak. All rights reserved. Used with permission.



Rare Riders was established by the families of Zane DeSousa and Tanner Greenspan, two boys living with rare genetic disorders. Both families were constantly looking for ways to let their children play with their brothers, as many games and activities are not special needs friendly. Adaptive bike riding was a great option; however, insurance companies do not cover adaptive bicycles as a physical therapy device. The price for these bicycles, just like everything else with an adaptive label, is unbelievably high.

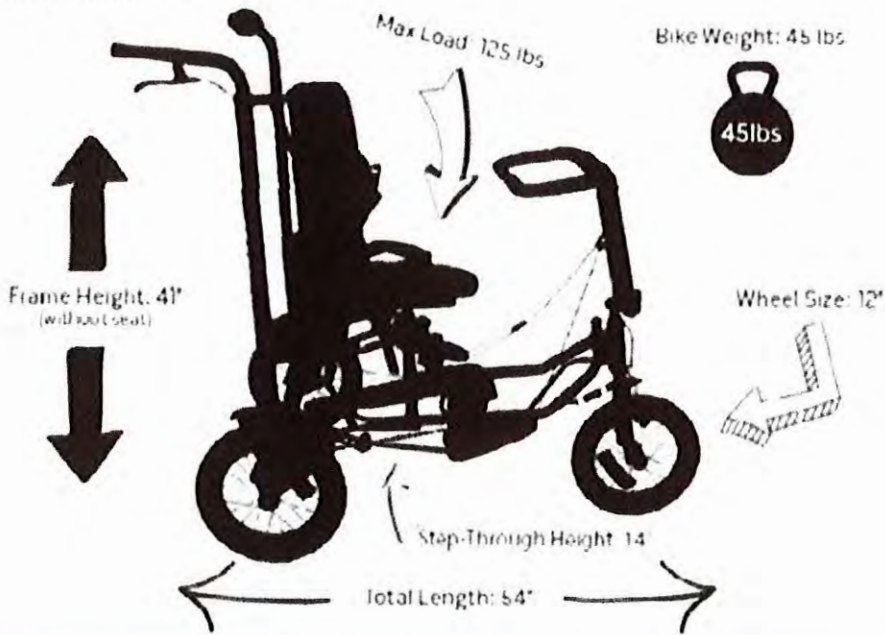
A few weeks before Christmas 2020, friends and family started a collection fund for the boys and fully funded their bikes within 24 hours. The families were shocked, grateful, and incredibly excited. They promised to pay it forward and help create a "biker gang" of other kids in the community who could benefit from the physical and emotional impacts of an adaptive bike.



Freedom Concepts DCP 16

Age range: 7-14 years old (150 lb weight limit)

Sizing Guide: Inseam 13" - 21"



2. Know

We offer many different abilities experience our available access work for the rider. It is available at: www.adaptive-bikes/acc

3. We Do

If none of our current we are able to custom at 1-800-661-9915 for

RIDER INFORMATION

Rider's Name: _____ Male Female

Date of Birth: _____ Weight _____



Volunteer Application

Full Name: Bob Espindola

How long have you been a Fairhaven resident? 24 Years

What Board/Committee are you interested in joining? What is your reason for joining?

I am interested in being the Town's representative to the **Massachusetts Broadband Coalition**. For those not familiar with the Coalition, you can read more at this link <https://www.ma-bc.org>

The Coalition meets monthly and serves as a way for communities across the Commonwealth to network on broadband related issues and to share notes on Broadband development planning, Digital Equity initiatives, grant applications, etc. I believe the Coalition allows for collaboration that can save communities substantial time, effort and resource in the long run.

Have you attended a meeting of this Board or Committee? Yes

Have you (or are you currently) served on any Town of Fairhaven Boards? Livable Streets Alliance & Broadband Study Committee.

Interests and Qualifications:

I have been leading the Mass Broadband Coalition since its inception six months ago and have coordinated guest speakers from the Attorney General's office (anti-trust concerns) the American Association for Public Broadband, The Institute for Local Self Reliance, Massachusetts Broadband Institute and Vermont Communication Union District Maple Broadband and The Cape Code Technology Collaborative.

Communities are working together on potential regionalization efforts related to Broadband.

EVENT NOTIFICATION FORM

Francisca Heming, District One Highway Director
MassDOT, Highway Division
270 Main Street, Lenox, MA 02140

Date: 4/13/24
Event: Music Night
Event Date: 7/21/24
Permit #: 5-2024-0334

Dear Sir:

Please be advised that the Grantee(s) of this Event North Fairhaven Improvement Association has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct road work/parade/race/ride or other events impacting State Highways on

Route(s) D (Adams St) in or through the City/Town(s) of Fairhaven

benefiting North Fairhaven Improvement Association.

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

LOCAL POLICE DEPARTMENT

Signed: [Signature]
Title: LIEUTENANT
City/Town: Fair Haven

FIRE DEPARTMENT

Signed: [Signature]
Title: Fire Chief
City/Town: Fairhaven

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____
Title: _____
City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____
Title: _____
City/Town: _____

Detour Ahead

Permit #: 5-2024-0334

All Signs are to be MUTCD compliant and installed per MassDOT standards.



R11-2



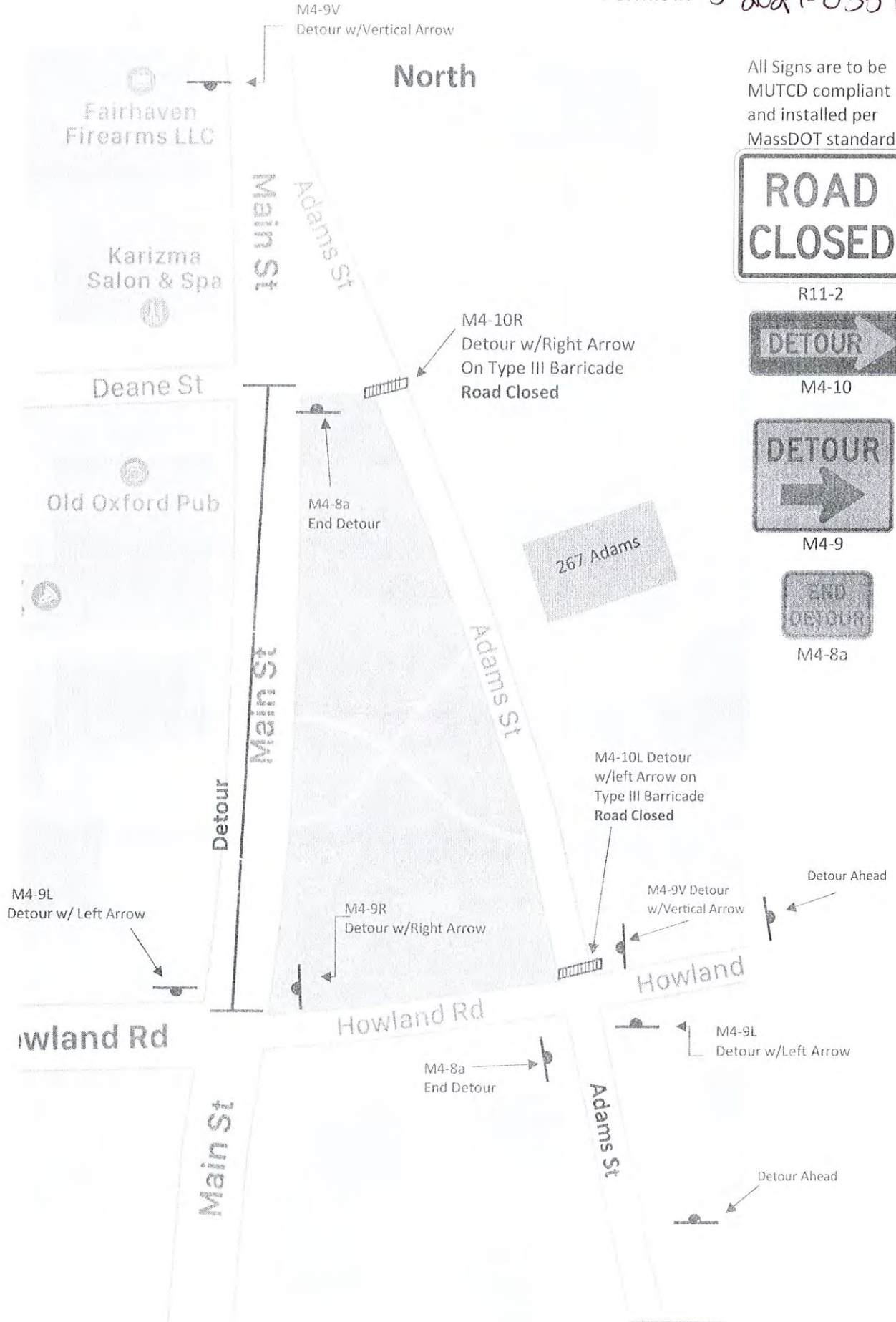
M4-10



M4-9



M4-8a



North

Fairhaven Firearms LLC

Karizma Salon & Spa

Deane St

Old Oxford Pub

Main St

Adams St

M4-10R
Detour w/Right Arrow
On Type III Barricade
Road Closed

M4-8a
End Detour

267 Adams

Adams St

M4-10L Detour
w/left Arrow on
Type III Barricade
Road Closed

M4-9L
Detour w/ Left Arrow

M4-9R
Detour w/Right Arrow

M4-9V Detour
w/Vertical Arrow

Detour Ahead

Howland Rd

Howland Rd

Howland

M4-9L
Detour w/Left Arrow

M4-8a
End Detour

Adams St

Detour Ahead

Main St

EVENT NOTIFICATION FORM

Francisca Heming, District One Highway Director
MassDOT, Highway Division
270 Main Street, Lenox, MA 02140

Date: 4/13/24
Event: Holiday Lighting
Event Date: 12/6/24
Permit #: 5-2024-0335

Dear Sir:

Please be advised that the Grantee(s) of this Event North Fairhaven Improvement Association has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct **road work/parade/race/ride** or other events impacting State Highways on Route(s) **D (Adams St)** in or through the City/Town(s) of **Fairhaven** benefiting **North Fairhaven Improvement Association.**

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

LOCAL POLICE DEPARTMENT

Signed: *Dan A. Smith*
Title: Lieutenant
City/Town: Fair Haven

FIRE DEPARTMENT

Signed: *William E.*
Title: Fire Chief
City/Town: Fairhaven

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____
Title: _____
City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____
Title: _____
City/Town: _____

Detour Ahead →

Permit #: 5-2024-0335

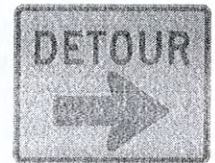
All Signs are to be MUTCD compliant and installed per MassDOT standards.



R11-2



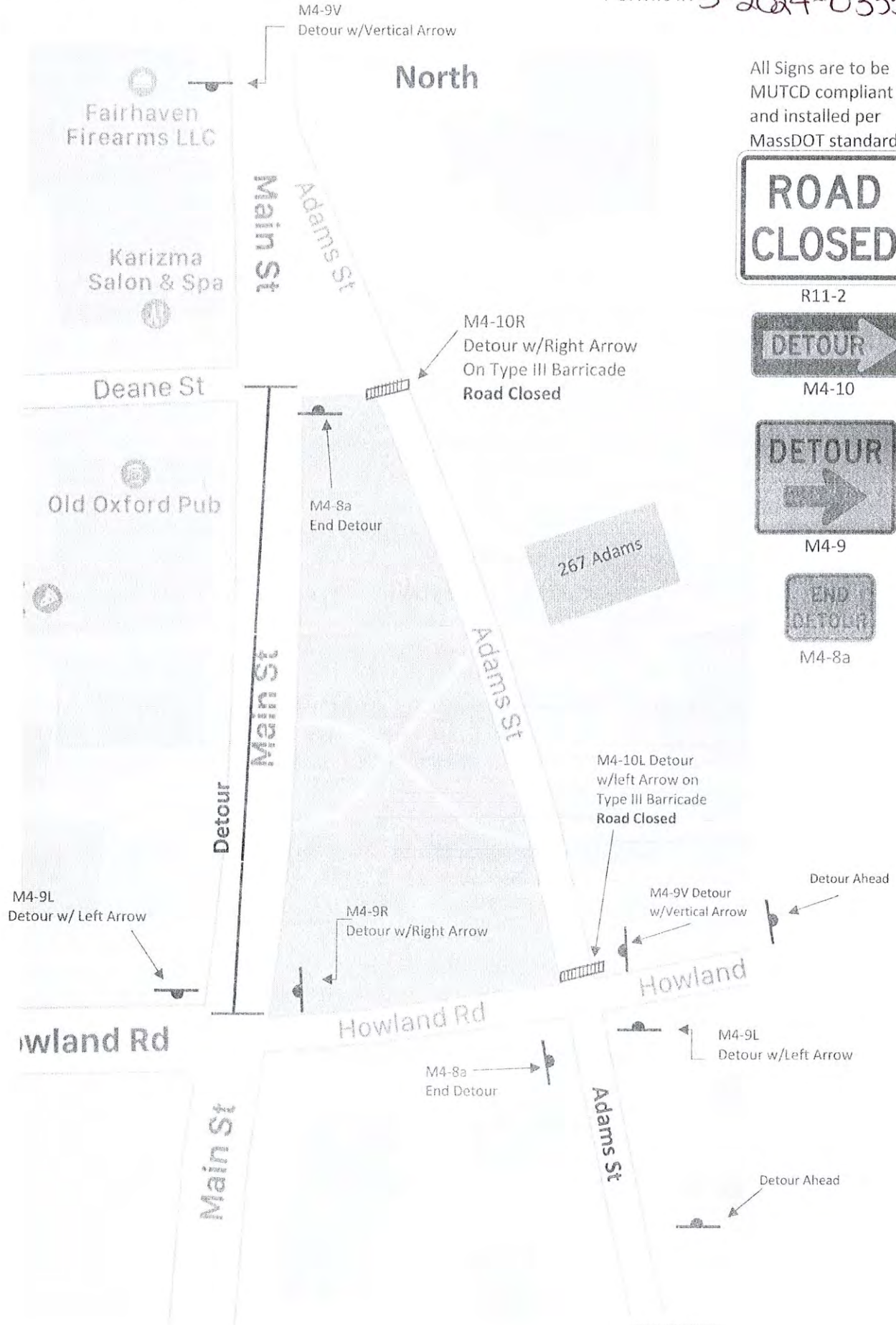
M4-10



M4-9



M4-8a





The LCpl Matthew R. Rodriguez Memorial Foundation

PO Box 358
Raynham Center, MA 02768
TheSmilingWarrior.org

April 8, 2024

Select Board Members
Town of Fairhaven
40 Center Street
Fairhaven, MA 02719

Dear Select Board Members:

The LCpl Matthew R. Rodriguez Memorial Foundation is writing to you today to ask for your approval for the *2024 LCpl Matthew Rodriguez Run to Remember 5k* in Fairhaven, Massachusetts on Sunday, October 20 at 9:00 AM.

The LCpl Matthew R. Rodriguez Memorial Foundation was established in 2014 and is an approved 501(c)3 non-profit organization. We serve the community with the same patriotism and honor that Matthew served the United States of America with.

Since our inception, we have provided maintenance and improvements for the LCpl Matthew Rodriguez Playground, at the New Bedford Regional Airport; hosted "*Winterfest*", a free community event, to thank Fairhaven for the on-going support; sponsored a wounded Veteran in her pursuit of becoming a 2018 United States Paralympian; assisted a wounded Veteran in obtaining a new wheelchair; supported local families with funeral expenses; have provided over \$10,000 in scholarships; and provided picnic tables and Adirondack chairs to parks in local communities that honor local Massachusetts' heroes killed in action in all post-9/11 conflicts.

Our last 5k race in 2019 yielded approximately 200 registered participants. It was a well-organized and successfully executed event that was a positive experience for all involved.

We anticipate approximately the same number of runners and walkers to participate in this year's event. The 3.2 mile route that we propose is as follows:

Start: Fort Phoenix State Reservation;

- Head north on Green Street;
- Turn left on South Street;
- Turn right on Main Street;
- Turn right on Bridge Street;
- Turn right on Green Street;
- Turn left on Center Street;
- Turn right on Pleasant Street;
- Turn right on Church Street;
- Turn left on Green Street;

End: Fort Phoenix State Reservation.

Upon approval of this event, we will obtain a 1 day liability insurance policy to cover the needs of the race.

We ask for your support for this very special event; one that recognizes Matthew's sacrifice, as well as allowing us to give back to this community that has supported us, his family, so well.

If you have questions or need further information about the *LCpl Matthew Rodriguez Run to Remember 5k*, please contact Race Events Committee Member, Julia Tapper at 774-328-0703 or via email: juliatapper@aol.com.

Sincerely,
Julia Tapper
The LCpl Matthew R. Rodriguez Memorial Foundation



April 25, 2024

Fairhaven Select Board
 Fairhaven Town Hall
 40 Center Street
 Fairhaven, MA 02719

BOARD OF DIRECTORS

Mike Angelini, *Chair*
 Mike Huguenin, *Vice-Chair*
 Chris Schade, *Treasurer*
 Scott Zeien, *Clerk*
 Mark Rasmussen, *President*
 Julius Britto
 John Bullard
 Virginia Clark
 David Croll
 Andrew Dimmick
 Don Dufault
 Melissa Haskell
 Kat Jones
 Lloyd Macdonald
 Kendra Medina
 Chris Neill
 Christine Parks
 Skylah Reis
 Laura Ryan Shachoy
 Hilary Prouty Vineyard

Dear Fairhaven Select Board,

We are writing to request approval for use of public roads for the Buzzards Bay Coalition's **18th Annual Watershed Ride on Sunday, October 6, 2024.**

This cycling event begins in Little Compton, RI at 7:30am with 400 riders making their way through 13 towns and over 100 miles to eventually end in Woods Hole. The Watershed Ride raises funds for clean water in Fairhaven, and all of Buzzards Bay.

The route through Fairhaven is the same as last year. As always, we will assign volunteers to the critical turns to ensure our cyclists pass safely and smoothly through the route. We expect cyclists to pass through town between the hours of 10:30am-12:00pm. Please see attached for the full route cue sheet.

I am copying the Police Chief Myers on this request and including the MASS DoT Event Notification form, which they request that you return to me once completed so I can submit it as part of our permitting process with the state.

Lastly, we're wondering if the Board would grant permission to post 4-6 18" x 24" signs about the Ride along the bike path route for the month of September only.

We appreciate the opportunity to showcase the scenic beauty of Fairhaven during our Watershed Ride. Please let us know if you need additional information.

Sincerely,

Kate Reilly, Event Associate
 reilly@savebuzzardsbay.org

cc: Police Chief Michael Myers, via email



Buzzards Bay Watershed Ride

Experience the beauty and spirit of southeastern New England in autumn from the seat of your bicycle at the annual Buzzards Bay Watershed Ride.

Choose from **three spectacular 100, 75, and 35-mile cycling routes** that wind through farmland, coastal villages, cityscapes, cranberry bogs, and the back roads of Cape Cod to end with a waterfront finish line party in beautiful Woods Hole. All riders are fully supported with local food and beverages all day, welcoming volunteers, and SAG wagons with ace bike mechanics and first aid. \$65 registration fee includes five water stops, a hearty food truck lunch, a dinner buffet with beer, wine, and live music, and prizes for top fundraisers and best team uniforms.

Each cyclist is required to **raise a minimum of \$300** to support the **Buzzards Bay Coalition**'s work to protect our local environment. Team participation is welcome and encouraged!

Gather your friends, family, and coworkers to "bike for clean water" in October.

EVENT NOTIFICATION FORM

Date: 4/25/24

Ms. Mary-Joe Perry
District Highway Director, District Five
MassDOT, Highway Division
1000 County Street
Taunton, MA 02780

Dear Sir:

Please be advised that the Grantee(s) of this Event Buzzards Bay Watershed Ride has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct **road work/parade/race/ride** or other events impacting State Highways on Route(s) 6 in or through the City/Town(s) of Fairhaven benefiting Buzzards Bay Coalition

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

LOCAL POLICE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

FIRE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____

Title: _____

City/Town: _____



































STATE POLICE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

2024 Buzzards Bay Watershed Ride

Dist	Type	Note	Next
0.0		Start of route Little Compton, RI	0.1
0.1		L onto Town Landing Road, RI 77	0.1
0.2		L onto Sakonnet Point Road, RI 77	1.3
1.5		L onto West Main Road, RI 77	2.3
3.8		R onto Meeting House Lane	0.7
4.5		Keep L onto Commons	0.2
4.7		L onto South of Commons Road	0.0
4.7		R onto Simmons Road	0.6
5.3		Keep L onto Simmons Road	0.0
5.3		Continue onto East Main Road	0.4
5.7		Continue onto East Main Road	0.0
5.8		Continue onto Snell Road	0.5
6.3		Keep L onto Snell Road	0.0
6.3		L onto Long Highway	0.0
6.4		Keep R onto Pottersville Road	1.0
7.3		Slight R onto Mullin Hill Rd Westport, MA	0.8
8.1		R onto Old Harbor Rd	0.6
8.6		R onto Howland Rd	1.1
9.7		L onto Atlantic Ave	0.7
10.5		L onto Acoaxet Rd	0.2
10.7		Continue onto River Rd	3.2
13.9		Slight R onto Old Harbor Rd	0.5
14.4		R onto Adamsville Rd	2.5
16.9		Slight R onto Main Road	3.5
20.4		L onto Hotel Hill Road	0.1
20.5		Continue onto Drift Road	0.1
20.6		R onto Veterans Of Foreign Wars Memorial Drive	0.7
21.3		Metal Drawbridge ahead - slow down, proceed with caution. Dismount bike and walk over if raining.	0.5
21.8		Continue onto John Reed Rd	0.5
22.3		WATER/REST STOP. Food, water, restrooms	0.0
22.3		75 MILE START LINE	1.2
23.5		L onto E Beach Rd	2.5
26.0		R onto Old Horseneck Road	1.1
27.1		R onto Allens Neck Road Dartmouth, MA	0.7

27.1 miles. +980/-925 feet

Dist	Type	Note	Next
27.8	←	L onto Barneys Joy Road	0.9
28.7	↑	Continue onto Horseneck Road	1.9
30.6	→	R onto Tannery Ln	0.0
30.6	→	R onto Rock O'Dundee Rd	0.9
31.5	→	Slight R onto Potomska Rd	2.4
34.0	↑	Continue onto Little River Rd	0.9
34.9	←	L onto Smith Neck Rd	3.3
38.2	→	R onto Gulf Rd	0.4
38.7	←	L onto Elm St	0.1
38.8	→	R onto Prospect St	0.2
39.0	←	Slight L onto Dartmouth St	1.1
40.1	→	R onto Rogers St New Bedford, MA	0.4
40.6	←	L onto Padanaram Ave	0.3
40.9	→	R onto Cove Road	0.1
40.9	→	R up onto sidewalk and on ramp to CoveWalk. Uneven ground, use caution.	0.8
41.8	←	Slow down, take off ramp on L to leave CoveWalk	0.0
41.8	→	R onto W. Rodney French Blvd.	0.4
42.2	↑	Look for bike path on R, enter bike path again	0.8
43.0	↑	Go thru the gate on to bike path - Fort Taber. Narrow gate, use caution.	0.4
43.4	↑	Keep straight on bike path, follow coastline	0.3
43.8	←	Follow bike path L around bend	0.2
43.9	←	L, then an immediate R	0.0
43.9	→	R to stay on path	0.1
44.0	ψ	WATER/REST STOP Water, food, restrooms available	0.1
44.1	→	Bear R to say on bike path	0.1
44.2	←	Bear L to exit park	0.0
44.2	→	R onto E. Rodney French Blvd.	1.1
45.3	→	Take R to enter on-ramp to HarborWalk. Use caution.	0.6
45.9	i	SLOW DOWN, Take steep ramp off Harbor Walk on L	0.0
45.9	←	L at bottom of ramp puts you on Gifford Street	0.3
46.2	→	R onto South Front Street	0.3
46.5	→	R onto Potomska Street	0.2
46.7	↑	Continue on McArthur Drive	0.5

19.6 miles. +544/-578 feet

Dist	Type	Note	Next
47.2	←	At intersection, cross over bearing L to ENTER SIDEWALK immediately on your R. Use caution.	0.0
47.2	→	R then immediately jog L to stay on brick sidewalk bike path.	0.2
47.4	↑	Jog R to stay on bike path and on-ramp up to highway	0.0
47.4	↑	Straight to enter sidewalk on-ramp	0.2
47.6	↑	Merge onto US-6E, stay on sidewalk Fairhaven, MA	0.8
48.4	→	R onto Middle St	0.6
49.0	←	L onto Ferry St	0.0
49.1	→	R onto Main St	0.0
49.1	←	L onto Bike Path/Phoenix Rail Trail Mattapoisett, MA	5.2
54.2	→	R onto Depot Street	0.1
54.3	←	L onto Main Street	0.2
54.5	←	L onto Acushnet Road	0.4
54.9	←	L to stay on Acushnet Road	0.8
55.7	←	L onto Acushnet Road Acushnet, MA	1.7
57.4	→	R onto Long Plain Road	2.3
59.7	→	R onto Perry Hill Road	3.4
63.1	→	Keep R to stay on New Bedford Rd	0.0
63.2	→	R onto Marion Road Rochester, MA	0.1
63.2	←	L onto Marys Pond Rd	1.3
64.5	ψ↑	LUNCH STOP/35-mile START LINE 131 Hiller Road. Food, water, restrooms available.	2.0
66.5	↑	Continue on Fearing Hill Road Wareham, MA	1.6
68.1	→	R onto Main St	1.0
69.1	→	R to stay on Main St	0.3
69.4	→	R onto Gibbs Ave	0.1
69.5	←	Slight L onto High St	1.0
70.5	←	L onto Cedar St	0.1
70.6	←	L onto Main St	0.2
70.7	→	R onto US-6 E/Sandwich Rd	0.1
70.8	→	R onto Narrows Road	0.4
71.3	↑	Continue onto Minot Ave	1.4
72.6	↑	Proceed straight through intersection	0.0
72.7	→	R onto Onset Ave	3.2
75.9	→	R onto MA-28/US-6E/Cranberry Hwy	0.5

29.2 miles. +882/-887 feet

Dist	Type	Note	Next
76.4	↑	Continue straight through rotary to stay on Main St	0.1
76.6	→	R onto Canal St and parking lot	0.2
76.8	→	R toward Canal Service Rd/Bike Path	0.0
76.8	←	L onto Canal Service Rd and bike path Slow down. Follow bike path etiquette. Yield to pedestrians.	1.2
78.0	←	L on to Andy Olivia Drive	0.0
78.1	↑	Straight up hill to stay on Andy Olivia through campground	0.2
78.3	←	L onto Main St/Route 6. Must cross with traffic light.	0.2
78.5	→	Take R up ramp to Starbucks Parking Lot	0.0
78.5	↑	Stay L as you proceed through parking lot cut through	0.0
78.6	←	L to exit parking lot	0.0
78.6	→	R onto Bourne Bridge Approach/Old Bourne Bridge Approach	0.1
78.7	ψ	WATER/ REST STOP Food, water, restrooms available.	0.0
78.7	→	Keep R to enter Bridge Sidewalk. Dismount to cross bridge on foot.	0.7
79.4	↑	Use sidewalk to bear R around State Police Building. Welcome to Cape Cod!	0.1
79.4	→	R onto Trowbridge Rd	0.7
80.1	↑	Continue onto Shore Rd	0.9
81.0	←	Bear L to stay on Shore Rd.	1.2
82.1	→	R to stay on Shore Rd	1.8
83.9	<i>i</i>	Metal drawbridge ahead, proceed with caution. Dismount bike to cross if raining.	1.2
85.1	<i>i</i>	Railroad tracks, proceed with caution.	0.3
85.5	→	R onto Red Brook Harbor Rd	1.0
86.5	→	R to stay on Squeteague Harbor Rd	0.2
86.6	→	R onto Megansett Rd Falmouth/Woods Hole, MA	0.9
87.5	↑	Straight across County St.	0.0
87.6	→	R onto Chester St	0.2
87.7	←	Keep L to stay on Chester St	0.7
88.4	←	Slight L onto Quaker Rd	2.9
91.2	←	Stay L to stay on Nashawena Street	0.6
91.8	←	L onto Old Dock Rd	0.0
91.9	→	R at train tracks on to Bike Path/Shining Sea Bikeway. Proceed to end of bike path	2.2
94.1	↑	Stay on bike path all the way to end in Woods Hole	1.9
96.0	<i>i</i>	Slow down. Prepare to use traffic light at crosswalk at Woods Hole Rd.	3.2

20.1 miles. +686/-686 feet

Dist	Type	Note	Next
99.3	→	R on Railroad Avenue	0.0
99.3	←	L onto Water St. POLICE ASSIST at crossing.	0.1
99.4	<i>i</i>	Metal drawbridge ahead, proceed with caution. Dismount bike and walk over if raining.	0.1
99.6	📍	End of route	0.0

3.5 miles. +5/-17 feet



Saint Joseph School

B 7

100 Spring Street
Fairhaven, MA 02719
Tel: 508-996-1983
Fax: 508-996-1998

Saint Joseph School is a Catholic learning community devoted to the Sacred Hearts of Jesus and Mary and dedicated to providing a quality spiritual and academic education based on faith, values, and excellence that meets the needs of our students and their families.

April 2, 2024

To Whom It May Concern:

We are requesting permission to hold a Bike Run / Blessing of the Bikes on Sunday May 19, 2024.

This is the 23rd Annual Blessing of The Bikes and we are proud to sponsor this event here in Fairhaven.

The registration takes place from 10:30am to 12 pm at the Fort Phoenix rear parking lot with a set up

Starting at 9:30am and cleaned up completely by 1:00pm. The rain date is scheduled for May 26, 2024.

(Dates are subject to change based on the availability of the State)

The route proceeds from the Fort to St Joseph Church for the blessings with over 400 motorcycles participating. From the church, the run continues out of town for two hours when the participants are invited to a barbeque at the Knuckleheads Bar & Grill in New Bedford. This is a fundraiser to benefit St. Joseph School.

The Fairhaven Board of Health permit for food (coffee and donuts for participants) as well as the special events application through the Department of Conservation & Recreation have been filled.

We have enclosed all the pertinent documentation and hope to obtain a favorable response.

If you have any questions please feel free to contact St Joseph School.

Thank You,

Renee Sullivan
St. Joseph School
Mon- Fri 8:00am-2:00pm
rsullivan@sjsf.dfrcs.org



www.saintjosephschool.org
www.facebook.com/100springfairhaven/



Certificate of Coverage

Date: 4/3/2024

Certificate Holder
 The Roman Catholic Bishop of Fall River, Corp Sole
 Chancery Office
 450 Highland Avenue
 Fall River, MA 02720

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
 THE CATHOLIC MUTUAL RELIEF
 SOCIETY OF AMERICA
 10843 OLD MILL RD
 OMAHA, NE 68154

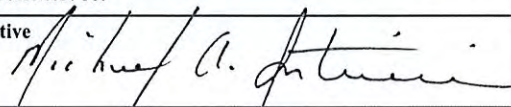
Covered Location
 St. Joseph School
 100 Spring Street
 Fairhaven, MA 02719

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
Property				Real & Personal Property
D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8781	7/1/2023	7/1/2024	Each Occurrence
				General Aggregate
				Products-Comp/OP Agg
				Personal & Adv Injury
				Fire Damage (Any one fire)
				Med Exp (Any one person)
Excess Liability				Each Occurrence
				Annual Aggregate
Other				Each Occurrence
				Claims Made
				Annual Aggregate
				Limit/Coverage

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)
 Coverage only extends for claims arising out of St. Joseph School's use of Fort Phoenix State Park for the "Blessing of the Bikes" on May 19, 2024 from 10:30 am to 12:30 pm. Liability coverage only extends for claims occurring during the time being used by St. Joseph School.

Holder of Certificate	Cancellation
Additional Protected Person(s) Commonwealth of Massachusetts Department of Conservation and Recreation 251 Causeway Street Suite 600 Boston, MA 02114	<p>Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.</p> <p>Authorized Representative </p>
0294002567	



DEPARTMENT OF CONSERVATION AND RECREATION
SPECIAL USE PERMIT

10 Park Plaza, Suite 6620, Boston MA 02116

Governor
Maura T. Healey

Lieutenant Governor
Kimberley Driscoll

EOEEA Secretary
Rebecca L. Tepper

Commissioner
Brian Arrigo

Special Event Permit

Start Date: May 19, 2024

End Date: May 19, 2024

Table with permit details: Permit Number (24-SUP-06608), Application Number (24-SUP-0430-APP), Permit Issued To (St Joseph School, RENEE K SULLIVAN, 100 SPRING ST, FAIRHAVEN, MA 02719, 5089961983, rsullivan@sjsf.dfrcs.org)

Table with permit details: Permit Fee (45.00), Permit Coordinator (Janice Parlon), Event Name (St Joseph School 23rd Annual Blessing of the Bikes), Event Type (Other), Location Name (Fort Phoenix State Reservation), Property or Site (Parking Lot), No. of Participants (500), No. of Spectators (0)

Special Event Applicant Additional Information

A Priest will bless Motorcycles before they go off on a Bike Run. We will register each biker and there will be coffee and donuts provided.

Special Event DCR Event Information

The following DCR staff and/or public safety officials have been notified, reviewed and/or approved this permit: Stephen Doody, Chris Spillane, Elizabeth Bond, Steve Ouellette, Michelle O'Bannon and MEP Capt. Forsythe, Lt. Akin and Officer Vinal.

- 1Mass Environmental Police officer on event detail. Permittee required to work directly with Lt. Akin (508-328-5943) to set-up detail and payment.
- DCR Restrooms will be open and available for the event. Permittee does NOT need to bring on portable toilets.
- Permittee to set up the check-in on the side of the road leading into the back lot instead of the front parking lot.

Special Event Permit

Permit Number

24-SUP-06608

DCR staff will close the road at its entrance by the kiosk. Public access maintained at the front parking area to limit interaction with the motorcycles.

Special Event DCR Conditions

- Permittee responsible for securing any necessary local health and safety permits. Permittee responsible to provide any necessary medical personal on site during event. Permittee is responsible for their participants to abide by all DCR state park rules.
- All event publicity, printed materials and communications shall state "DCR" in the title when referring to your event location.
- Permittee required to coordinate all event logistics with the site supervisor. Permittee must have a working cell phone on site at all times during the event.
- Permittee responsible for removal of debris generated and/or damage to DCR property. All event related materials must be removed from site at close of event.
- Public Safety details as required by law enforcement officials. Observance of Massachusetts general laws required.
- Permittee responsible for securing any necessary public safety permits for tents, staging or scaffolding.
- Vehicles are not permitted to drive or park on the DCR parkland, pathways, trails, sidewalks or the like.
- No drone aircraft is allowed to take off or land on DCR property.
- This permit does not grant exclusive use of this site or DCR property.
- Consumption, possession, distribution or sale of alcohol is not allowed on DCR property. 304 Code of Massachusetts Regulations 12.04 (Void if a DCR Alcohol Authorization has been secured.)
- Permittee is responsible for notifying local police and fire department of event logistics.
- Permittee prohibited from installing and/or painting any permanent markings on trails, pathways, roadways, sidewalks or any DCR property. All event signage must be temporary, self-standing signage and removed at close of event. Hanging of signs, banners, or ropes from trees, light poles, sign posts or other DCR structures is prohibited.
- All event participants must remain on the designated event area/route/pathways. Sidewalks, pathways and all travel lanes must not be blocked to public passage.
- Permittee responsible for all necessary vendor permits.

Special Event Permit

Permit Number

24-SUP-06608

Event Information

Event Type	Activity	Start Date	End Date	Start Time	AM/PM	End Time	AM/PM
Other	Set Up Time	05/19/2024	05/19/2024	10:00	AM	10:30	AM
Other	On-site Registration Time	05/19/2024	05/19/2024	10:30	AM	12:30	PM
Other	Event Time	05/19/2024	05/19/2024	12:00	PM	12:30	PM
Other	Clean Up Time	05/19/2024	05/19/2024	12:30	PM	2:00	PM

PLEASE NOTE: This permit is issued in strict compliance with all Massachusetts General Laws and Rules and Regulations pertaining to the use, possession and consumption of alcoholic beverages as well as the Rules and Regulations governing the use of DCR property.

As reflected by the Certificate of Insurance (COI) provided to DCR, Permittee is required to carry liability insurance for the date and location of the permitted event in the minimum amount of One Million (\$1,000,000.00) dollars. It is a condition of this permit that the COI name the Commonwealth of Massachusetts Department of Conservation and Recreation, 251 Causeway Street, Boston Massachusetts 02114 as an additional insured party. This paragraph shall not apply to a self-insured Permittee (e.g., a municipal, state, or federal entity) that has provided DCR with a letter affirming its self-insurance status.

This permit is granted with the understanding that the exercise of this permitted use shall constitute Permittee's acceptance of complete liability and responsibility for Permittee's use of the property and the acts or omissions of its members, guests, invitees, agents and employees at or on the site, and agrees that the Permittee will indemnify, defend and hold harmless the DCR against any and all claims that may arise from Permittee's use. This provision is independent of and shall not in any way be limited by any insurance contract required by this permit.

Special Event Permit

Permit Number

24-SUP-06608

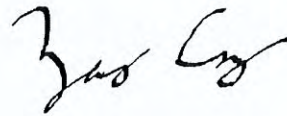
This permit is only valid during the date(s) and time(s) listed. The permit fee is non-refundable. This permit is only valid for the person or organization listed on this permit and may not be transferred. The contact person is responsible to make sure all conditions and requirements of this permit are followed. Any violation of these conditions will result in the denial of future permit requests.

Cancellation - The contact person is responsible to notify the DCR in the event of cancellation. Notification must be provided at least 48 hours prior to the event. Minimum detail cost may apply in the event of cancellation.

DCR reserves the right to cancel or postpone an event due to public safety concerns, weather concerns or for any additional reason. DCR will endeavor to give at least 48 hours notice before cancelling or postponing an event.

Need immediate assistance please call State Control at 508-820-1428.

Reviewed and Approved By



Zachary Crowley
Deputy Commissioner
Department of Conservation and Recreation



FAIRHAVEN IMPROVEMENT ASSOCIATION, INC.
P.O. Box 404
Fairhaven, Massachusetts 02719

"Preserve Yesterday - Improve Today - Plan Tomorrow"

April 22, 2024

Fairhaven Board of Selectmen
Ms. Stasia Powers, Chair
Fairhaven Town Hall
40 Center Street
Fairhaven, MA 02719

Dear Ms. Powers,

My name is Frank Fostin. I am the Vice President of the Fairhaven Improvement Association and Co-Chairman of the Music Committee. As summertime approaches, our annual concerts under the stars in front of the town hall draw near. The concert dates are as follows: July 11th, July 18th, July 25th, August 1st, and August 8th.

At this time, we do not have a confirmed list of bands. However, the association will request the use of the auditorium only on rainy days, along with access to the restroom facilities and electricity. We hope the Selectboard will consider waiving any associated fees, as this event holds significant importance in our community.

The concerts will commence at 7:00 p.m. and typically conclude between 8:30 p.m. and 9:00 p.m. Bands usually arrive around 6:00 p.m. for setup, and in recent years, they have preferred setting up on the brick sidewalk. The Association understands the current financial challenges facing the town.

The decision of the Selectboard will impact any adjustments or decisions our Board of Directors may need to make. I am available to address any further questions that may arise. The Association sincerely appreciates your attention to this longstanding and beloved event.

Sincerely,

Frank Fostin
Co-Chairman, Music Committee

cc: Ms. Angie Lopes Ellison, Town Administrator



Monday, May 13, 2024

Minutes



FAIRHAVEN SELECT BOARD

Meeting Minutes

April 8, 2024

Present: Charles Murphy Sr., Stasia Powers, Keith Silvia, Andrew Saunders, Andrew Romano, Town Administrator Angie Lopes Ellison and Assistant Town Administrator of Finance Anne Carreiro

Mr. Murphy opened the meeting at 6:33p.m. The meeting went into a brief recess until 6:41p.m. due to audio issues

SELECT BOARD REORGANIZATION

Mr. Murphy recognized Ms. Ellison to review the process for the Select Board to reorganize and conduct the voting of Chair, Vice-Chair and Clerk. A brief discussion ensued on nominations and seating.

Motion: Mr. Silvia motioned to appoint Stasia Powers as Chair of the Select Board for this election year. Mr. Murphy seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Romano motioned to appoint Charles Murphy Sr. as Vice-Chair of the Select Board for this election year. Ms. Powers seconded. The motion passed unanimously (5-0-0).

Motion: Ms. Powers motioned to appoint Andrew Saunders as Clerk of the Select Board for this election year. Mr. Romano seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Romano motioned to take Action Item D1 out of order. Mr. Silvia seconded. The motion passed unanimously (5-0-0).

JUNIOR DEPUTY TREE WARDENS

Tree Warden Don Collasius addressed the Board about the Junior Deputy Tree Warden program and introduced the participants. The participants were sworn in as Junior Deputy Tree Wardens for the Town.

Motion: Mr. Romano motioned to recognize Ella Andersen, Layla Smith, Samuel Logan, Harrison Camara, Aemon Martino, Daisy Bauman, Hazel Fidalgo, Leana Gardner and Tara Martino as Junior Deputy Tree Wardens and thank them for their work with the Fairhaven Tree Warden Don Collasius. Mr. Silvia seconded. The motion passed unanimously (5-0-0).

MINUTES

Motion: Mr. Romano motioned to accept the March 25, 2024 minutes. Mr. Silvia seconded. The motion passed (4-0-1) Mr. Saunders abstained.

TOWN ADMINISTRATOR

Ms. Ellison reported:

- Staff Updates: Mary Sturgeon, Retirement Administrator is retiring. There are also openings for an Assistant Animal Control Officer, Planning Director and Building Commissioner. Jodi Duvall started in the Town Clerk's Office this week. Ms. Ellison confirmed the term for the interim Town Clerk is through the election in 2025 and that this question was confirmed with the state elections office. Ms. Powers asked if the search committee for open positions can include a Select Board member.
- Board Resignations were received from Pam Davis and Ronnie Manzone from the Board of Assessors and Alyssa Botelho from Broadband Study Committee.
- Fairhaven Community Electricity Aggregation Sweep and Opt-Out Card Notices. Eversource has sent out two different notices based on eligibility, one is an opt-in and the other is about opting-out.
- Memorial Day Parade Invitation for Monday, May 27th was sent by the Veteran's Office.
- Economic Development Event on Thursday, April 11th at 6:30p.m. in the Town Hall Auditorium. There are speakers lined up and networking opportunities.

PUBLIC HEARING: BLUESTREAM SHELLFISH LLC APPLICATION TO INSTALL A FLOATING UPWELLER SYSTEM (FLUPSY) IN JACK'S COVE

The Public Hearing opened at 7:00p.m.

Ms. Powers read the notice and recognized Dale Leavitt, co-owner of Blue Stream Shellfish, LLC who read from the application for a FLUPSY in Jack's Cove. He said if approved the application then goes to the Division of Marine Fisheries (DMF) for review then a full license may be issued.

Mr. Saunders asked the duration and Mr. Leavitt said he would leave that to the Board, if approved it would be installed in May and out of the water in December. Harbormaster Tim Cox addressed the Board and said typically they have done it for three years and with this being new his recommendation is for one year and then have Blue Stream come back for a review and to ask for additional time.

Public Comment:

Bill Yukna of 158/160 Balsam Street passed out information (*Attachment A*) and addressed the Board by reading from the handout listing concerns and pictures related to the history of the commercial site at Hoppy's Landing that Blue Stream operates. He further stated there is a lack of care for the area, the pictures reflect what it looks like, there is an option to locate it elsewhere and that it is not the residents' responsibility to help business make a profit.

Matt Thomas, attorney at 4 Park Place in New Bedford, owner of 48/50 Goulart Memorial Drive passed out information (*Attachment B*) and addressed the Board by reading from the handout listing concerns. He mentioned the orientation of the solar panels and glare as a safety concern due to a distraction to drivers, a rumor about not renewing the license in Mattapoisett, adverse impacts to the natural resources, concern about sight lines and the impact to growth in Jack's Cove.

Mr. Leavitt addressed the question about the Mattapoisett license, he said there were various reasons including not being able to grow the oysters and the productivity being better in the area Blue Stream is applying for. He also said the screens are cleaned regularly of algae and the solar panels are in a position parallel to the road facing south.

Mr. Saunders asked if the north side would have more production versus the south side of the causeway. Mr. Leavitt said they would need to go under the road and the amount of food in the water made it less productive. Mr. Cox raised the issue of not being able to pump the water.

Steve Moulton of 59 Balsam Street referred to a suggestion made at a prior meeting about building on land like the Barnstable Clean Water Coalition. He stated his concerns about profit. He also stated a concern about whether this was approved by the Conservation Commission and if they had jurisdiction over that area. Mr. Cox advised that he reached out to the Conservation Agent Bruce Webb who contacted MassDEP for clarification (*Attachment C*) and were advised the area is under Harbormaster jurisdiction.

Robert Sullivan of 184 Balsam Street addressed the Board and said he had contacted Mr. Webb on April 4th and received a different answer and had a project take several years under the jurisdiction of the Conservation Commission. Mr. Cox advised the Board that the plans and pictures were submitted to MassDEP through the Conservation Agent for the Flupsy application which is different than Mr. Sullivan's project and referred back to the email correspondence (*Attachment C*).

Mr. Silvia asked if this was a commercial location and Mr. Cox advised that it is. Mr. Silvia asked about the impact on the south side and any issues coming from New Bedford's pollution of the waters. Mr. Cox said if it was necessary the Food and Drug Administration (FDA) would close it all down, currently all models are closed from Westport to Wareham with a plan to sample.

Brief discussion ensued about the feasibility to get water on the south side and purchasing seedlings.

Mark Dunn of 25 Little Neck Road commented that there had been no discussion on money and if this was a

“freebie.” Mr. Cox advised once through the Board it goes to DMF and then fees would be set. Mr. Dunn commented on the length of the FLUPSY and water depth.

Nancy Santoro of 148 Dogwood Street addressed the Board and said it seems to be an aesthetic issue, it looks like wood and solar panels and would blend in. Right now, on the marina are large boats wrapped in white cellophane left out all winter. She continued and said that once it is in the water you can't see it, everyone likes recreational stuff like the kayak rack and the area is littered with non-aesthetically pleasing stuff like that at this time. She added a suggestion to place limits on what would be done to prevent some of the concerns and that the site might not be pretty but the workers come and go and keep it clean and her concern is oil on the water.

Linda Ferreira of Gull Island Road said she has lived on West Island for a long time, travels the causeway and does not see it as a distraction in a thirty-second drive. She said she understands the concerns and they seem extreme; there have been a lot of changes in forty-five years that she has been on West Island and this does not seem like an eyesore. She complimented for Mr. Cox.

Mr. Moulton said taking walks there is more than thirty seconds.

Atty. Thomas referred to the potential glare from the solar panels being an issue and said that highway signs are carefully placed because of distractions that can cause accidents.

The Public Hearing was closed at 7:50p.m.

No motion was made, the application was denied.

The meeting took a brief recess from 7:50p.m. to 7:53p.m. to allow the room to clear.

Motion: Mr. Romano motioned to take Item I Executive Session out of order. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Romano 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 litigating position of the public body and the chair so declares (Civil Service / Collective Bargaining Agreement and 97 Farmfield Street) and to return to Open Session. Mr. Saunders seconded. Roll Call Vote. Mr. Romano in favor, Mr. Saunders in favor, Mr. Murphy in favor, Mr. Silvia in favor and Ms. Powers in favor. The motion passed unanimously (5-0-0).

Meeting adjourned to Executive Session at 7:55 p.m.

Open Session resumed at 8:54p.m.

Motion: Mr. Romano motioned to take Action Item D2 out of order. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

BOARD OF ASSESSORS APPOINTMENT

Jane Bettencourt addressed the Board regarding her background and qualifications including twenty years working in the Assessors' Office. Currently Ms. Bettencourt works part-time in the Veterans Services Office.

Motion: Mr. Romano motioned to appoint Jane Bettencourt to the Board of Assessors for a term to end May, 2025. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

TOWN ADMINISTRATOR

Ms. Ellison continued:

- The Massachusetts Bay Transportation Authority (MBTA) sent notice on low income fares.
- Committee vacancies and appointments in May. Ms. Ellison advised that the Volunteer Opportunities page

online lists open spots and encouraged anyone interested in any board to apply. There will be spots open for reappointment or new appointments in May.

- Southeastern Regional Planning and Economic Development District (SRPEDD) At-Large Appointment. Ms. Ellison advised the Board this opportunity is for the Board to consider.

RETIREE HEALTHCARE BENEFITS

Human Resources (HR) Director Cam Durant addressed the Board regarding an opportunity for a potential change to the medex option for retirees. (*Attachment D*). Through our healthcare advisors the Town has negotiated an eighteen-month rate lock from July 1, 2024-December 31, 2025.

Discussion ensued regarding details and funding as well as to watch Congressional appropriations for changes in the funding.

Motion: Mr. Romano motioned to adopt and approve the change from the Blue Cross/Blue Shield Medex Plan to the PPO Freedom Plan as described by HR. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

REASSIGNMENT OF SELECT BOARD COMMITTEE LIAISONS

Ms. Ellison addressed the Board about the current assignments, give the Board time to review and discuss in preparation for the next Board meeting and to assess the need for a Select Board member to be a liaison. The list was reviewed for statutory needs. The recommendation was for Select Board liaisons for: Cable Advisory Committee, Fair Housing Coordinator, Millicent Library Trustee, SRPEDD and Southeastern Regional Transit Authority (SRTA). Ms. Powers said the Board can still attend any meetings.

SELECT BOARD MEETING PROTOCOLS

Discussion ensued about the existing protocols with updates to meetings to reflect the second and fourth Monday of each month, seating to have the Chair at the center, Vice-Chair to the Chair's right and Clerk to the Chair's left with the other two members choosing either of the remaining seats on the ends, a context error in protocol 5, action and motions to change "obtaining" to "abstaining."

Motion: Mr. Romano motioned to adopt and adhere to the meeting protocols with the discussed amendments. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

REVIEW TOWN MEETING WARRANT

Article 5B: Water Enterprise Fund Operating Budget: Monetary Changes

Reserves needed to be accounted for in the totals.

Motion: Mr. Romano motioned to recommend Adoption of Article 5B: Water Enterprise Fund Operating Budget in the amount of \$3,248,586. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

Article 5C: Sewer Enterprise Fund Operating Budget: Monetary Changes

Reserves needed to be accounted for in the totals.

Motion: Mr. Romano motioned to recommend Adoption of Article 5C: Sewer Enterprise Fund Operating Budget in the amount of \$3,945,797. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

Article 8A: Sewer Enterprise Fund Capital Budget: Article Name Change

The name of the article needed to be revised due to a scrivener's error.

Motion: Mr. Romano motioned to recommend Adoption of Article 8A: Sewer Enterprise Fund Capital Budget. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

Article 11: Municipal Fiber Optic Program: Recommendation

Ms. Ellison advised the Board that the Chair of the Broadband Study Committee had reached out to ask the Board to

recommend Pass Over or Indefinite Postponement on this article so they could continue to work on the project and details.

Motion: Mr. Romano motioned to recommend Pass Over of Article 11: Municipal Fiber Optic Program. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

COMMITTEE LIAISON REPORTS

Mr. Saunders reported:

He has resigned from the Conservation Commission

Mr. Romano reported:

He has resigned from Zoning Board of Appeals and Cable Advisory.

Mr. Murphy reported:

Lagoa is trying to get re-established and reminded everyone when appointed, attendance is important. At times, Lagoa has not had a quorum to have a meeting.

Ms. Ellison said that the Board can review in May at reappointment time and address attendance and how to move forward.

Ms. Powers reported:

The Financial Policy Review Committee has not met, Economic Development has the business event this Thursday, April 11th at 6:30p.m. and she is speaking with Acushnet on regionalization of services.

Mr. Saunders said he was contacted by New Bedford Mayor Mitchell about regional efforts. Ms. Ellison said she had met with Mayor Mitchell about a year ago and at the time the opportunity was not a clear benefit for Fairhaven, open to discuss options.

PUBLIC COMMENT

Tobie Simmons of 97 Farmfield Street addressed the Board and gave copies of six documents to the Board for the record through the Chair (*Attachment E*). She said she had two years of certified letters with requests to be on the agenda to the Board of Health and Select Board and no responses. The water at the home was shut off today without any issues addressed. She said she has asked for an analog meter and manual readings. She referred to opt-out programs in other states, manufactures information and does not understand why the Board of Public Works would not entertain this option. She described that this is a life-defining issue for her family for no wireless technology. She would like the BPW to follow Madison, WI with the opt-out. She said she felt she was being made an example of and that this is a coercive situation and asked the Select Board for advice. She said she felt this is costing the Town more money for a water pit instead and is referred to Town Counsel which will cost money as well.

She also said she hopes all meetings will be back online from Fairhaven TV for the public record. Mr. Romano advised that they are changing over to a new server and are working on getting them all back up online once complete.

Ms. Simmons asked for advice from the Select Board and who the BPW answers to. Ms. Powers advised the matter is under the BPW and not the Select Board's purview; the BPW answers to the voters in town.

BOARD MEMBER ITEMS

Mr. Romano said Art Curator Mark Badwey asked to thank all those in attendance at the Hetty Green lecture, over three hundred attendees and the balcony had to be used. Mr. Romano also asked if a proclamation for the Animal Shelter volunteers could be entertained.

Mr. Saunders will be unable to attend the April 22nd meeting due to a pre-arranged business meeting out of town.

Mr. Silvia said the vineyard at Nasketuck Bay opened this past weekend and the turnout was great.

Mr. Murphy welcomed the two new Board members.

NEWS AND ANNOUNCEMENTS

The next regularly scheduled Select Board meeting is on Monday, April 22, 2024 at 6:30p.m.

Meeting adjourned at 9:40 p.m.

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

ATTACHMENTS:

- A. Bill Yukna Handout
- B. Matt Thomas Handout
- C. Upweller email correspondence between Tim Cox, Conservation Agent and MassDEP office
- D. Retiree Healthcare Handout
- E. Tobie Simmons Handout
 - 1. An Act Relative to Smart Meters,
 - 2. Opt-Out Mr. Furtado 3-20-24,
 - 3. 4-3-24 Basement Installation,
 - 4. Update OML Violation Fairhaven Mass BPW 4-4-24,
 - 5. Smart Cities and
 - 6. Town Counsel

Approved on ___ 2024

DRAFT



FAIRHAVEN SELECT BOARD
Meeting Minutes
April 22, 2024

Present: Stasia Powers, Charles Murphy Sr., Keith Silvia, Andrew Romano and Town Administrator Angie Lopes Ellison

Also Present: Planning Board members: Chair Cathy Melanson, Ruy daSilva, Kevin Grant, Rick Trapilo, Patrick Carr, Jessica Fidalgo, Diane Tomassetti and Sharon Simmons

Ms. Powers opened the Select Board meeting at 6:35p.m.

Ms. Melanson opened the Planning Board meeting at 6:36p.m.

A moment of silence was observed for Deb Charpentier.

Motion: Mr. Romano motioned to take Item D out of order. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

BOARD/COMMITTEE APPOINTMENTS

Broadband Study Committee

Bob Espindola addressed the Board via zoom regarding his interest to be appointed as a member of the Broadband Study Committee.

Motion: Mr. Romano motioned to appoint Bob Espindola to the Broadband Study Committee for a term to end May, 2025. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

Cultural Council and Historical Commission

Nicole Arruda addressed the Board via zoom regarding her interest to be appointed as a member of the Cultural Council and the Historical Commission.

Motion: Mr. Romano motioned to appoint Nicole Arruda to the Cultural Council for a term to end May, 2027. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Romano motioned to appoint Nicole Arruda to the Historical Commission for a term to end May, 2027. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

Southeastern Regional Planning and Economic Development District (SRPEDD) At-Large Appointment

Ms. Ellison addressed the Board and advised that the Town can nominate for an At-Large spot that SRPEDD would vote on and Jessica Fidalgo showed interest. Ms. Melanson asked for clarification on a member of the Planning Board being appointed in addition to the Planning Board's representative. Ms. Powers said this is an opportunity for an At-Large appointment, SRPEDD votes on those.

Ms. Fidalgo addressed the Board about her interest in continuing because she had been the Planning Board representative previously.

Motion: Mr. Romano motioned to nominate Jessica Fidalgo for the At-Large position on SRPEDD. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

PUBLIC HEARING: AQUACULTURE LICENSE: STEPHEN DOONAN

The Public Hearing opened at 6:48p.m.

Ms. Powers read the notice.

Harbormaster Tim Cox advised the Board there was a scrivener's error in the advertisement with the applicant's

address. Mr. Cox explained that the location in the application is within the area that Marine Resources has designated for aquaculture.

The Board asked about the reason for the number of years. Mr. Cox explained that for new licenses they approve up to three years and then consider longer timeframes for subsequent licenses.

The Public Hearing closed at 6:52p.m.

Motion: Mr. Romano motioned to grant Stephen Doonan a five-year aquaculture license as written and recommended by the Marine Resources Committee. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Romano motioned to take item E Minutes out of order. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

MINUTES

Motion: Mr. Romano motioned to accept the minutes of April 1, 2024. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

PROCLAMATION

Ms. Powers reviewed the recognition for Fairhaven Animal Control staff and volunteers. Animal Control Officer (ACO) Terry Cripps addressed the Board and praised the volunteers for their tireless efforts and hours and took a moment to honor three volunteers that have recently passed away, Brittney Tavares, Lance Gunberg and Linda MacKenzie.

The Board thanked ACO Cripps and the volunteers and shared their own personal experiences with the shelter at Animal Control. The volunteers addressed the Board and thanked ACO Cripps for his dedication as well. Ms. Powers read the proclamation.

Motion: Mr. Romano motioned to approve this proclamation and thank Animal Control Officer Terry Cripps for his dedication to keeping both animals and the Fairhaven community safe and to also thank the many volunteers. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Romano motioned to take item L Executive Session out of order. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

Motion: Ms. Fidalgo motioned to enter Executive Session pursuant to G.L. c. 30A, § 21(a)(3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (Rodriques v. Fairhaven PB) and NOT to return to Open Session. Mr. Trapilo seconded. Roll Call Vote. Ms. Melanson in favor, Mr. Grant in favor, Mr. daSilva in favor, Mr. Trapilo in favor, Ms. Fidalgo in favor, Ms. Tomassetti in favor, Mr. Carr in favor and Ms. Simmons in favor. The motion passed unanimously (8-0-0).

Motion: Mr. Romano motioned to enter Executive Session pursuant to G.L. c. 30A, § 21(a)(3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (Rodriques v. Fairhaven PB) and pursuant to G.L. c. 30A, § 21(a)(3) To discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the chair so declares (Civil Service) AND to return to Open Session. Mr. Silvia seconded. Roll Call Vote. Mr. Romano in favor, Ms. Powers in favor, Mr. Murphy in favor and Mr. Silvia in favor. The motion passed unanimously (8-0-0).

Open Session adjourned for Executive Session at 7:10p.m.

Open Session resumed at 8:44p.m.

TOWN ADMINISTRATOR

Ms. Ellison reported:

- Staff Updates: Chris Richard, Tourism Director submitted his retirement notice effective May 30, 2024. Moving forward, looking at transitioning some economic development responsibilities into this role and reshape the position. The Board asked about the timing and reason for the retirement and Ms. Ellison said the Board can see her privately to discuss staff.
- Permitting Department Restructure: Ms. Ellison referred the Board to the chart she distributed (*Attachment A*) and advised she is looking at opportunities to get more staff resources, cross train and make it easier for residents to be served in one spot for permits that may need multiple department review. The Board asked about other accessibility options for other offices like the Town Clerk. Ms. Ellison options are being looked into. The restructure work is being done in collaboration with the department heads with a timeline to be determined.
- Arbor Day events on Friday, April 26, 2024 at Fairhaven High School and the Wood School, information is posted on the Town Website.
- Town Website Transitioning: work is in process to move to a new server and clean up the redundancy currently online.
- New Geographic Information System (GIS): IT is reviewing opportunities to open up for accessibility, mapping and cross department use.
- Positive Business Experience with Planning: A recent article from Southcoast Today reflects an example of the positive response that the Planning Board has received working to bring new business into Town.
- Centralizing Systems to Save Money: Town Departments continue to look at options to save on subscriptions like Amazon Prime through one account.
- Greater New Bedford Regional Vocational Technical High School, School Committee Volunteer Opportunity. The Chairs of the Select Board and School Committee with the Town Moderator are the appointing authority for this opportunity, if interested please submit a volunteer application form online.
- Eversource Open House Meetings: Marion, Fairhaven, Acushnet, Mattapoisett and Rochester. More information to follow, Ms. Ellison has a meeting scheduled with the Eversource Representative for more details.
- Updates to Town Meeting Warrant Articles 20 and 21. Article 20 is from the Planning Board and they have broken down the bylaw sections and have updated the motions. For Article 21, Flow Neutral Bylaw, Public Works provided additional information and changes which will be presented at Town Meeting. Updates will be posted online.

EVENT REQUEST: CONRAD ROY III WALK/RUN 5K, SATURDAY, SEPTEMBER 7, 2024.

The Board reviewed the request for the event. The details have been shared with Police, Fire and Public Works.

Motion: Mr. Romano motioned to approve the Conrad Roy III Walk/Run 5K on September 7, 2024 as outlined in the proposal and contingent upon approval of Police, Fire and Public Works and to be signed by the Chair on behalf of the Select Board. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

PARKING REQUEST HOPPY'S LANDING: BUZZARDS BAY ROWING CLUB, SATURDAY, JUNE 1, 2024

The Board reviewed the request for the use of the Hoppy's Landing for parking at no charge from 9:00a.m. to noon on Saturday, June 1, 2024.

Motion: Mr. Romano motioned to approve waiving the parking fees at Hoppy's Landing on Saturday, June 1, 2024 as outlined in the proposal. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

BUZZARDS BAY COALITION (BBC) REQUEST FOR LAND BOUNDARY CONFIRMATION: 431 SCONTICUT NECK ROAD

The Board reviewed the letter from Town Counsel and associated documents (*Attachment B*). The land is part of a BBC purchase and the Town is an abutter. BBC needs the Town's release or they would need to take this to land court.

Motion: Mr. Romano motioned to approve and authorize Town Counsel to sign and file the requested assents as described as requested by the Buzzards Bay Coalition. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

SELECT BOARD COMMITTEE LIAISON ASSIGNMENTS

Ms. Powers referred to the prior meeting discussion and the role of liaisons and proposed to move forward and continue as liaisons and attend meetings when possible and not necessarily attend if there is a staff liaison present.

Mr. Romano asked about inactive Boards and recent questions about restarting the Dog Park Study Committee. Mr. Silvia advised the Board that previous Planning Director Paul Foley had difficulty finding a location to apply for grant funds for a dog park and they have not met in about two years.

Ms. Powers asked for the Dog Park Study Committee to be reactivated. The Sustainability Committee has also asked for a Select Board liaison.

The Board discussed interest in being liaison to the different boards, committees and commissions.

Motion: Mr. Romano motioned to create a Select Board liaison to the Sustainability Committee as requested. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Romano motioned to appoint Angie Lopes Ellison as Affirmative Action Officer, Local Emergency Planning Committee and Procurement Officer and as ADA Coordinator. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Romano motioned to appoint to Belonging Committee: Andrew Romano, to the Bikeway (livable Streets) Committee: Andrew Saunders, to the Bristol County Advisory Board: Stasia Powers, to the Broadband Study Committee: Andrew Romano, to the Cable Advisory Committee: Andrew Romano, to the Commission on Disability: Keith Silvia, to the Economic Development Committee: Keith Silvia, as the Fair Housing Coordinator: Charlie Murphy, to the Financial Policy Review Committee: Stasia Powers and Charlie Murphy, to the Historical Commission: Keith Silvia, to the Lagoa Friendship Pact Committee: Charlie Murphy, to the Marine Resources Committee: Andrew Saunders, to the Millicent Library Board of Trustees: Stasia Powers, to the Rogers Reuse Committee: Keith Silvia, to the Sister City Committee: Charlie Murphy, to the South Coast Bikeway Alliance (SCBA): Andrew Saunders, to the Southeastern Regional Transit Authority Board: Andrew Romano, to the Sustainability Committee: Andrew Romano and to the Dog Park Study Committee: Keith Silvia for a term to end April, 2025. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

Mr. Espindola asked to clarify for the South Coast Bikeway Alliance appointment was something he served on in the past and the appointments made are typically community volunteers in the region and he did volunteer to continue on. Ms. Powers asked if both he and Mr. Saunders could participate and Mr. Espindola said a second could be as a back-up. Ms. Powers said if needed we can come back later to appoint Mr. Espindola after conferring with Mr. Saunders. The SCBA is not as a liaison and more of a representative from Town.

DISCUSSION OF THE MUNICIPAL GOAL SETTING PLAN

Ms. Powers addressed the Board about determining direction and building goals for the Town. Starting with the Master Plan (*Attachment C*). Ms. Powers asked the Board to review the Master Plan by the next meeting, highlight priorities and then from those goals for Ms. Ellison can be built. Send Ms. Hart five things to prioritize from.

Discussion ensued about the overall process, categories, what is needed for the next meeting and are these for one-year or five-years. Ms. Ellison said the Master Plan is the will of the people in town collectively and if something within develop a vision/that is broad based and then goals would be condensed and come from there and be more specific.

SIGN THE ANNUAL TOWN MEETING WARRANT

This item is to sign the Town Meeting Warrant that will be posted, no for changes.

Motion: Mr. Romano motioned to approve and sign the May 4, 2024 Annual Town Meeting Warrant. Mr. Silvia seconded. The motion passed unanimously (4-0-0).

BOARD MEMBER ITEMS/ COMMITTEE LIAISON REPORTS

Ms. Powers reported:

The agenda format was restructured to help with items that are typically moved up like proclamations and appointments; these will be handled first. Another update was to combine Board Member Items and Committee Liaison Reports into one item. The Board can provide feedback on the new format and future updates can be made as needed.

Mr. Romano reported:

In addition to being Earth Day today, it is the first night of Passover, most will say have a good seder or, you could say “Zissen Pesach” which means a sweet Passover.

Mr. Murphy reported:

Applications for local teachers to attend classes at the Manjiro house are posted. The Cherry Blossom festival is Sunday, May 5th at 11 Cherry Street, there are bento box lunches available and you would contact Gerry Rooney at the Manjiro House at 508-858-5303 to reserve one.

Mr. Silvia reported:

The American Sign Language class was so popular that the instructor agreed to hold a second session so everyone on the waitlist is able to attend. The Commission on Disability is working on an updated bylaw.

Ms. Powers reported:

The Financial Policy Review Committee will meet on April 30, 2024. The Library met, there is no meeting in May; current projects are the chimney and electrical. The Library is also working on their accreditation and strategic plan.

PUBLIC COMMENT

Patty Estrella, 86/99 Church Street addressed the Board about Atlas Tack, she said she has been following the problems with the property, it is a big thorn in the Town’s side, the EPA fought along the way and there was an incident recently with kids breaking in. She asked what is being done to address the issues and what direction or ideas are there for that area.

Ms. Ellison said it is a superfund site and the ESP has been working to get the owners to make efforts. There is a long way to go still.

Brian Messier, 82 Pleasant Street via zoom addressed the Board and said he wanted to add to what Ms. Estrella said, the trespassers recently entered through the first floor and had to be rescued by the Fairhaven Fire Department. He asked if there were any actions to hold the owners accountable or to secure it.

Ms. Estrella said the Board of Public Works agenda for tonight has Atlas Tack signs on the agenda and asked what that was to address.

CORRESPONDENCE

Kizuna Magazine, Spring edition is in the office

NEWS AND ANNOUNCEMENTS

The next regularly scheduled Select Board meeting is on Monday, May 13, 2024 at 6:30p.m.

Meeting adjourned at 9:52 p.m.

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

ATTACHMENTS:

- A. Permitting Departments draft map
- B. Town Counsel letter re land boundary confirmation: 431 Sconticut Neck Road
- C. Town of Fairhaven Master Plan (via link)
<https://www.fairhaven-ma.gov/master-plan-update-committee/pages/documents>

Approved on ____, 2024

DRAFT



Monday, May 13, 2024

Town Administrator

6 OCT 2023

To: David Hawkins of Urban Forestry Solutions

From: Don C. Collasius Town of Fairhaven MA. Tree Warden

Re: Risk level of 4 large Ash Trees on Walnut st

Dear Mr. Hawkins

Please see the following information regarding 4 large Ash trees in Fairhaven I am very concerned about regarding the risk they pose to persons traveling in the public right of way and public and private property.

Tree 1 44" BH White Ash (*Fraxinus Americana*) 90' height

Tree 2 32" BH White Ash (*Fraxinus Americana*) 75' height

Tree 3 48" BH White Ash (*Fraxinus Americana*) 75' height

Tree 4 39" BH White Ash (*Fraxinus Americana*) 75' height

Location/Environment = Central village area of town of Fairhaven. High mobile and stationary vehicle occupancy. Trees located between curb and brick sidewalk in green strip 40" wide. 24" deep curb on either side of tree is what is typical in this historic area. Sidewalks with frequent pedestrian traffic 7 days a week due to town hall, library and church.

Tree # 1 has added target of historic library and residential garage in fall zone.

Tree # 2 has residential garage in fall zone.

Tree # 3 has residential garage in fall zone.

Tree # 4 has a historic residence in its fall zone.

Tree defects – please note trees have had significant effort to mitigate decline in the form of extensive pruning of crown dieback in fall 2021 and removal of decayed major leaders in fall of 2022. All 4 trees show some signs of insect intrusion in the form of small holes in the bark. The holes are numerous but not extensive. Maybe 3-6 per square foot in some areas, not all.

Tree # 1 compromised root system due to extensive cavities under tree. Significant dieback of crown. Note tree was pruned of extensive dead wood fall 2021. Large leader removed fall 2022 due to extensive decay making in structurally compromised.

Tree # 2 numerous cavities throughout major leaders and branches in crown. Significant dieback of crown. Note tree was pruned of extensive dead wood fall 2021. Large leader removed fall 2022 due to extensive decay making in structurally compromised.

Tree # 3 Flowering growth at base in several areas. Significant dieback of crown. Note tree was pruned of extensive dead wood fall 2021. Large leader removed fall 2022 due to extensive decay making in structurally compromised.

Tree # 4 Flowering growth at base in several areas. Significant dieback of crown. Note tree was pruned of extensive dead wood fall 2021. Large leader removed fall 2022 due to extensive decay making in structurally compromised. Large street side cavity and extensive decay in trunk at BH.

I will forward another email with photos of the trees, targets and location.

Please give what your professional opinion is of the state of these trees and what if any efforts can be made to mitigate their decline.

Thanks so much,

Don Collasius

Save the Date

COTTAGE STREET BLOCK PARTY



Saturday, June 15

3 - 7 pm

Cottage Street

between Green and Laurel

Contact Will at 17 Cottage
With Questions Or To Get Involved



Town of Fairhaven
Recreation Department
227 Huttleston Avenue | Fairhaven, MA | 02719
kramirez@fairhaven-ma.gov

MEMORANDUM

To: Select Board, Office of the Town Administrator, Dept. of Marine Resources, M.O.L.I.F.E., Fairhaven Belonging Committee, Fairhaven Commission on Disability

From: Kelley Ramirez, Recreation Director

Date: April 8, 2024

Re: Grant Award Announcement - Accessible and Adaptive Fishing Derby

Subject: Grant Award Announcement - Accessible and Adaptive Fishing Derby

I am excited to announce that the Fairhaven Recreation Department has been awarded a grant of \$10,000 from the Massachusetts Office of Outdoor Recreation to host an accessible and adaptive fishing derby for all members of our community.

The event is tentatively scheduled to take place on June 21st, from 2:30-5:00pm. We are thrilled to be able to offer this inclusive opportunity, which will be open to participants of all abilities.

With the grant funds, we will be purchasing AccessTrax matting to ensure accessibility, as well as a beach/water wheelchair and a variety of adaptive fishing gear. These investments will not only make this particular event more inclusive but will also enhance accessibility for all town-sponsored outdoor events in the future.

We are committed to providing further details and promotional materials as they become available. Your support and collaboration are invaluable to us, and we look forward to working together to provide the Fairhaven community with accessible recreation opportunities.

Thank you for your continued support.

Best regards,

Kelley Ramirez
Recreation Director
Town of Fairhaven



EXECUTIVE OFFICE OF ELDER AFFAIRS
COMMONWEALTH OF MASSACHUSETTS
 ONE ASHBURTON PLACE, BOSTON, MA 02108
 (617) 727-7750 | Mass.gov/elders

MAURA T. HEALEY
 GOVERNOR

KIMBERLEY DRISCOLL
 LIEUTENANT GOVERNOR

KATHLEEN E. WALSH
 SECRETARY, EXECUTIVE OFFICE OF
 HEALTH AND HUMAN SERVICES

ELIZABETH C. CHEN, PhD, MBA, MPH
 SECRETARY, EXECUTIVE OFFICE OF
 ELDER AFFAIRS

May 6, 2024

Martha Reed
 Executive Director
 TOWN OF FAIRHAVEN
 40 CENTER ST
 FAIRHAVEN, MA 02719-2995

RE: Request for Applications for the Supportive and Social Day Program Expansion Grant Program

TOTAL GRANT AWARD AMOUNT: \$114,839.00

Dear Martha Reed,

Congratulations! The Massachusetts Executive Office of Elder Affairs (EOEA) has awarded your program, Fairhaven Supportive Social Day Expansion, \$114,839.00 to complete the activities outlined in your grant proposal under the Supportive and Social Day Program Expansion Grant Program.

Your organization must use funds solely for the costs associated with the program listed above, based on the costs you identified and described in the grant proposal submitted to EOEA.

As a reminder all grant spending must be completed between the contract execution date and March 31, 2025. If you require any adjustments to your budget or implementation plan, you may submit those requests through a change request form. To receive this form email MAHCBSgrants@pcgus.com.

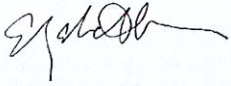
To accept your grant award, please submit your Grant Agreement through the Grant Portal within ten business days of receipt of this letter. If your organization fails to submit this agreement by the deadline, EOEA may rescind this award or determine that your organization has rejected the award. EOEA reserves the right to award rescinded or rejected awards to other applicants.

This letter will be incorporated into your organization's Grant Agreement as Appendix A. Your organization's grant award is subject to execution of the Grant Agreement and compliance with its terms.

Awardees must submit metrics to EOEA throughout the duration of your contract, beginning with the baseline metrics report that is due in 30 days. If your organization fails to report by the deadlines, EOEA may rescind this award. EOEA reserves the right to award rescinded or rejected awards to other applicants.

If you have any questions, please email MAHCBSgrants@pcgus.com. We are very excited to see the impact of your program.

Sincerely,

A handwritten signature in black ink, appearing to read 'Elizabeth C. Chen', with a long horizontal flourish extending to the right.

Elizabeth C. Chen, PhD, MBA, MPH
Secretary, Massachusetts Executive Office of Elder Affairs

TOWN OF FAIRHAVEN

HEALTH FAIR

Thursday

May 30, 2024

11:00 AM – 5:00 PM

**TOWN HALL
BANQUET ROOM**

MEDICAL ~ DENTAL ~ MEDEX

**Blue Cross and Blue Shield representatives will be in attendance to
answer any health questions**

HOPE TO SEE YOU THERE!



Monday, May 13, 2024

Action / Discussion

GRANTOR: **BUZZARDS BAY COALITION, INC.**
GRANTEE: **TOWN OF FAIRHAVEN**
ADDRESS OF PREMISES: **144 Shaw Road (Vacant Land)**
Fairhaven, Massachusetts 02719
FOR GRANTOR’S TITLE SEE: Bristol County (Southern District) Registry of Deeds
Book 14867 at Page 235.

GRANT OF CONSERVATION RESTRICTION

Carvalho Woods, Shaw Road, Fairhaven

I. STATEMENT OF GRANT

BUZZARDS BAY COALITION, INC., a Massachusetts non-profit corporation with an address of 114 Front Street, New Bedford, Bristol County, Massachusetts 02740, being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for 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 the **TOWN OF FAIRHAVEN**, a political subdivision of the Commonwealth of Massachusetts, acting by and through its Conservation Commission, a duly constituted and empowered board of the Town of Fairhaven by the authority of Section 8C of Chapter 40 of the Massachusetts General Laws with an address of 40 Center Street, Fairhaven, Bristol County, Massachusetts 02719, its permitted successors and assigns (“Grantee”), for consideration of Eighty Thousand and No/100ths Dollars (\$80,0000.00), **IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES**, the following Conservation Restriction on land located in the Town of Fairhaven, Bristol County, Commonwealth of Massachusetts containing the entirety of a 5.92-acre parcel of land (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

The Conservation Restriction was acquired utilizing Community Preservation Act funds pursuant to Chapter 44B of the Massachusetts General Laws, which funds (the “CPA Funds”) were authorized for such purposes by a vote of the Fairhaven Town Meeting held on _____, 2024, an attested copy of which vote is attached hereto as Exhibit C (the “CPA Vote”).

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 passive recreational use and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The fee interest was acquired utilizing, in part, assistance from the Conservation Partnership program which requires, pursuant to Section 2A of Chapter 286 of the Acts of 2014 and Section 2A of Chapter 102 of the Acts of 2021, the conveyance of this Conservation Restriction.

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 Fairhaven and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including the Grantor’s 61.5-acre Carvalho Farm property, part of Grantor’s Nasketucket Bay Reserve, to the south which then connects with a complex of existing conservation land on the north side of Nasketucket Bay including Grantor’s 101-acre Nulands Neck Conservation Restriction, Massachusetts Audubon’s Ward Rock Wildlife Sanctuary and Massachusetts Division of Fisheries and Wildlife’s South Shore Marshes Wildlife Management Area.
- Public Access. Public access to the Premises will be allowed for passive outdoor recreation, nature study and exploration, environmental education and research and the Premises will provide a trail connection between the popular multi-use Phoenix Bike Trail and the complex of accessible conservation land running to Nasketucket Bay to the south.
- Water Quality. Protection of the Premises will provide buffer to an un-named perennial stream that courses through the forested uplands as it runs south, crosses under Shaw Road and bisects Grantor’s Carvalho Farm property on its way to Shaws Cove and Nasketucket Bay. Preventing land use conversion reduces impacts from associated development thereby helping maintain the stream’s water quality.
- Wetlands. The forested wetlands on the Premises associated with the un-named perennial stream 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).
- Climate Change Resiliency. The Premises is identified as an area of average Terrestrial Resilience according to The Nature Conservancy’s (“TNC”) Resilient Land Mapping Tool, including slightly below average Landscape Diversity and Local Connectedness. TNC’s Resilient Land Mapping Tool was developed in order to map ‘climate-resilient’ sites that are ‘more likely to sustain native plants, animals, and natural processes into the future.’ The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.

- Consistency with Clearly Delineated Local Governmental Conservation Policy. Protection of the Premises supports the Town of Fairhaven’s 2017-2024 Open Space and Recreation Plan (“OSRP”) that calls for an increased awareness of open space and protection of habitats and landscapes. Specifically, protection of the Premises supports the goal of setting aside more land for conservation and open space (Goal 3) as protection of the Premises will prevent land use conversion and its associated impacts and the goal of preserving landscapes important to the Town (Goal 6) such as those found on Shaw Road that maintain scenic views and the rural character of that part of Fairhaven. These OSRP goals are echoed in the Town of Fairhaven’s 2018 Master Plan evidencing their importance. The Town of Fairhaven’s understanding of the importance of preparation for the effects of climate change are voiced through the Town’s Municipal Vulnerability Preparedness Program and protection of the Premises helps achieve high priority actions noted like the importance of land conservation and the effectiveness of natural protective systems.
- Consistency with Clearly Delineated State Governmental Conservation Policy. Protection of the Premises is also consistent with the Buzzards Bay Comprehensive Conservation and Management Plan. This plan, developed in 1991 by the Buzzards Bay National Estuary Program (a cooperative effort sponsored by the Executive Office of Environmental Affairs and the United States Environmental Protection Agency) includes protecting open space in its action plan, with the objectives of improving water quality and protecting biodiversity.
- Consistency with Clearly Delineated Federal Governmental Conservation Policy. Protection of the Premises is for the scenic enjoyment of the general public using the Phoenix Bike Trail and traveling along Shaw Road and will yield a significant public benefit meeting IRS Code Section 170(h)(4)(A)(iii)(I) and is pursuant to clearly delineated federal, state and local conservation policies meeting IRS Code Section 170(h)(4)(A)(iii)(II).

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;
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. No such activities shall take place closer than one hundred (100) feet from any wetland, waterbody or stream;
4. Natural Habitat and Ecosystem Improvement. With prior written notice to 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. Indigenous Cultural Practices. Allowing indigenous peoples to:
 - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
 - b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantee, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting;
6. 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;
7. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to twenty (20) feet in width overall, with a treadway up to fifteen (15) feet in width.

- b. New Trails. 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. 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;
- 8. Signs/Minor Structures. Constructing, installing, maintaining, and replacing gates, barriers, fences, natural resource monitoring equipment, land stewardship/environmental education sheds, 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;
- 9. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments or as necessary for engaging in the Permitted Acts and Uses as permitted herein;
- 10. Parking Area. After prior written notice to the Grantee, the construction, maintenance and use of one (1) parking area designed to accommodate safe and adequate motorized vehicle, bicycle, and pedestrian access to the Premises (the "Parking Area"). The Parking Area shall be sized to no more than 5,000 square feet and must be constructed using pervious materials, unless site drainage issues or the permit-granting authority requires otherwise, or unless necessary to provide one (1) accessible parking space for those with mobility impairments, in which case measures shall be taken to limit the impacts of stormwater runoff. Vehicles may park on the road shoulder adjacent to the parking area as necessary for land management activities including, but not limited to, volunteer work days; and
- 11. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, bicycling, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities.

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) calendar 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) calendar 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) calendar 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) calendar 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) calendar 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

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.11. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.11. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

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, with a fair market value that is at least equal to

the proportionate value that this Conservation Restriction bears to the value of the unrestricted Premises. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment.

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) calendar days prior to the effective date of such transfer. Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a qualified conservation organization. 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) calendar 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: Buzzards Bay Coalition, Inc.
114 Front Street
New Bedford, Massachusetts 02740
Attn: Watershed Protection

To Grantee: Town of Fairhaven
c/o 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. No Surety Interest

The Grantor attests that there is no 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.

C. 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.

D. 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.

E. Maintenance and Upkeep Costs

Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the Premises, including maintenance of adequate comprehensive general liability insurance coverage or such like liability insurance coverage as may be appropriate from time to time.

F. Title Warranty

Grantor warrants that Grantor has good title to the Premises, that the Grantor has the right to convey this Conservation Restriction and that the Premises is free and clear of any encumbrances. Grantor also warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Premises.

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

Grantor: Buzzards Bay Coalition, Inc.

Grantee: Town of Fairhaven (Conservation Commission) Acceptance

Approval of Town of Fairhaven Select Board

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

H. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

Exhibit C: Town Vote Authorizing the Use of CPA Funds

WITNESS my hand and seal this ____ day of _____, 2024,

BUZZARDS BAY COALITION, INC.

Mark Rasmussen, President, duly authorized

Michael T. Huguenin, Assistant Treasurer, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss:

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Mark Rasmussen and Michael T. Huguenin, and proved to me through satisfactory evidence of identification which was _____ to be the people whose names are signed on the proceeding or attached document, and acknowledged to me that they were duly authorized and signed it voluntarily for its stated purpose as President and Assistant Treasurer, respectively, of Buzzards Bay Coalition, Inc.

Notary Public
My Commission Expires: _____

ACCEPTANCE OF 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 _____, 2024, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Buzzards Bay Coalition, Inc. 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:

Karen Isherwood

Ronnie Medina

Jake Galary

Anthony Couto

Carrie Hawthorne

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Karen Isherwood, Jake Galary, Carrie Hawthorne, Ronnie Medina and Anthony Couto, 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 _____, 2024, the Select Board voted to approve the foregoing Conservation Restriction from Buzzards Bay Coalition, Inc. to the 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.

TOWN OF FAIRHAVEN SELECT BOARD

Leon E. Correy, III

Charles K. Murphy, Sr.

Stasia Powers

Keith Silvia

Robert J. Espindola

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Leon E. Correy, III, Charles K. Murphy, Sr., Stasia Powers, Keith Silvia and Robert J. Espindola, 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 Buzzards Bay Coalition, Inc. to the 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: _____, 2024

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2024, 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 the Town of Fairhaven, Bristol County, Commonwealth of Massachusetts, containing 5.92± acres, shown on a plan of land titled “Plan of Land in Fairhaven, Mass. Owned by Antonio & Lena A. Carvalho”, dated July 28, 1975, by Edmund J. Toomey and recorded in the Bristol County (Southern District) Registry of Deeds in Plan Book 96 at Page 30.

Being currently identified as Fairhaven Assessors Map 32, Lot 32A.

Being the same property conveyed to Buzzards Bay Coalition, Inc., by deed of Thomas A. Carvalho recorded December 14, 2023 in Book 14867 at Page 235 in the Bristol County (Southern District) Registry of Deeds.

EXHIBIT B

Reduced Copy of Plan of Premises

For official full size plan see Bristol County (Southern District) Registry of Deeds
Plan Book 96 Page 30

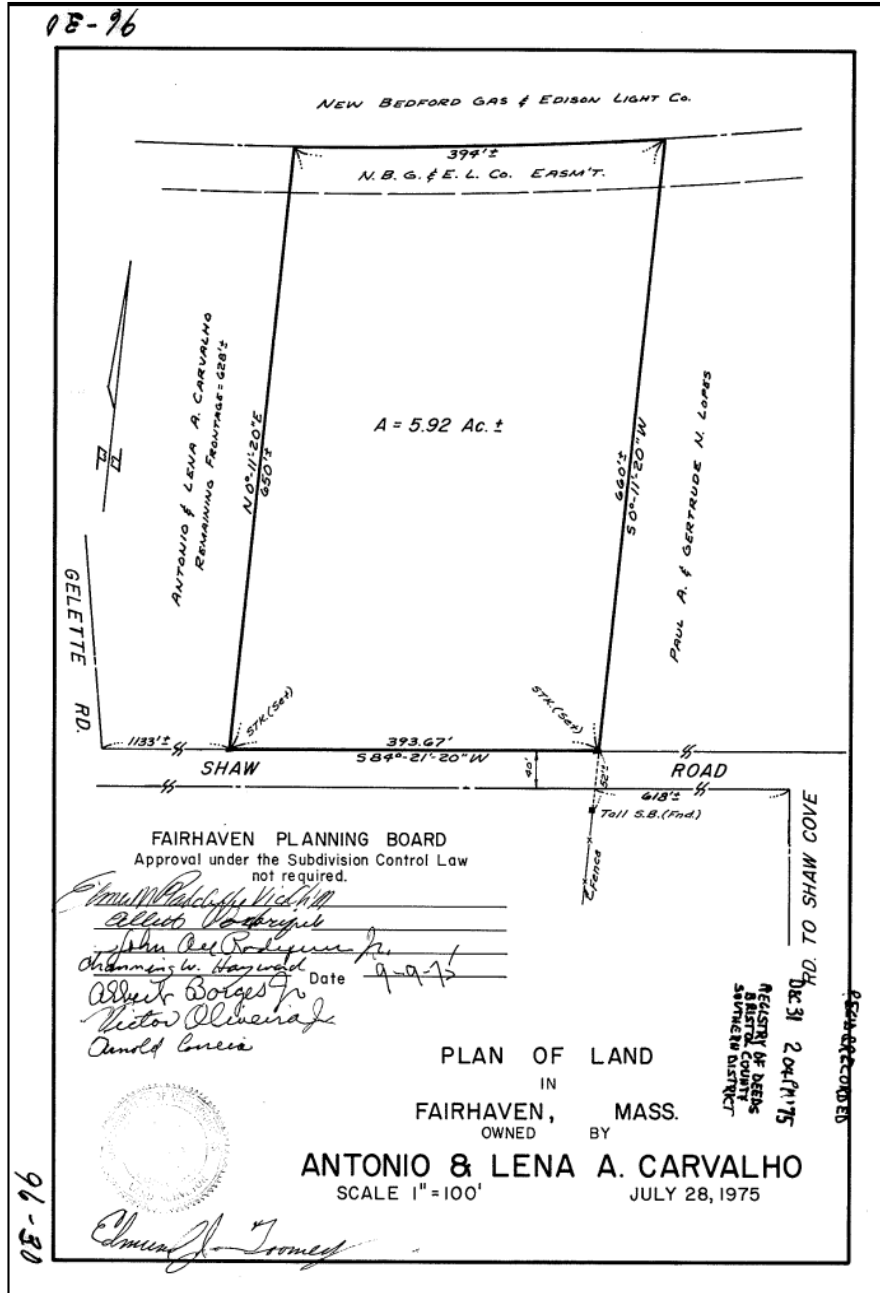


EXHIBIT C

Attested Copy of Town Vote

(PLACEHOLDER FOR ARTICLE)

Carvalho Woods



- Conservation Project (5.92 acres)
- Existing Protected Lands
- Carvalho Farm Trail
- Conceptual Trail
- Phoenix Bike Trail
- Streams/Brooks
- Wetlands (2016)
- Municipal Boundary
- Assessors Parcels

Data Sources: Buzzards Bay NEP & MassGIS

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 _____, 2024, the Select Board voted to approve the foregoing Conservation Restriction from Buzzards Bay Coalition, Inc. to the 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.

TOWN OF FAIRHAVEN SELECT BOARD

Stasia Powers

Keith Silvia

Charles K. Murphy, Sr.

Andrew Romano

Andrew B. Saunders

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Stasia Powers, Charles K. Murphy, Sr., Andrew B. Saunders, Keith Silvia and Andrew Romano, 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: _____

GRANTOR: BUZZARDS BAY COALITION, INC.
GRANTEE: TOWN OF FAIRHAVEN
ADDRESS OF PREMISES: East Side of Sconticut Neck Road (Vacant Land)
 Fairhaven, Massachusetts 02719
FOR GRANTOR’S TITLE SEE: Bristol County (Southern District) Registry of Deeds
 Book 14874 at Page 120.

GRANT OF CONSERVATION RESTRICTION

Douglass Farm II, Sconticut Neck, Fairhaven

I. STATEMENT OF GRANT

BUZZARDS BAY COALITION, INC., a Massachusetts non-profit corporation with an address of 114 Front Street, New Bedford, Bristol County, Massachusetts 02740, being the sole owner of the Premises as defined herein, for its successors and assigns (“Grantor”), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants, with QUITCLAIM COVENANTS, to the **TOWN OF FAIRHAVEN**, a political subdivision of the Commonwealth of Massachusetts, acting by and through its Conservation Commission, a duly constituted and empowered board of the Town of Fairhaven by the authority of Section 8C of Chapter 40 of the Massachusetts General Laws with an address of 40 Center Street, Fairhaven, Bristol County, Massachusetts 02719, its permitted successors and assigns (“Grantee”), for nominal consideration, **IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES**, the following Conservation Restriction on land located in the Town of Fairhaven containing a 5.75-acre portion of a 22.2-acre property (“Premises”), which Premises is more particularly described in Exhibit A and shown in the attached reduced copy of a survey plan in Exhibit B, both of which are incorporated herein and attached hereto.

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 passive recreational use and to prevent any use or change that would materially impair the Conservation Values (as defined below).

The fee interest was acquired utilizing, in part, assistance from the Conservation Partnership program which requires, pursuant to Section 2A of Chapter 286 of the Acts of 2014 and Section 2A of Chapter 102 of the Acts of 2021, the conveyance of this Conservation Restriction.

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 Sciticut Neck in Fairhaven and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts a large assemblage of contiguous land already conserved, including lands protected by the Grantor, the Grantee, Fairhaven-Acushnet Land Preservation Trust and the Commonwealth's Department of Agricultural Resources.
- Public Access. Public access to the Premises will be allowed for passive outdoor recreation, nature study and exploration, environmental education and research and the Premises will provide connection to Nasketucket Bay and the complex of accessible conservation land running north on both sides of Sciticut Neck Road.
- Water Quality. Protection of the Premises will prevent the potential development of up to five residential house lots and the associated impacts from impervious surfaces, stormwater runoff, fertilizers and pesticides and will provide buffer to the critical saltmarsh to the east along the shoreline of Nasketucket Bay. Preventing land use conversion will keep the Premises from further degradation of the water quality in Nasketucket Bay
- Biodiversity. The Premises includes areas designated as Critical Natural Landscape as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap, most recently updated in 2022, was designed to guide strategic biodiversity conservation in Massachusetts by focusing land protection and stewardship on the areas that are most critical for ensuring the long-term persistence of rare and other native species and their habitats, exemplary natural communities, and a diversity of ecosystems. BioMap is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Climate Change Resiliency. The Premises is identified as an area of average Terrestrial Resilience according to The Nature Conservancy's ("TNC") Resilient Land Mapping Tool, including slightly below average Landscape Diversity and Local Connectedness. TNC's Resilient Land Mapping Tool was developed in order to map 'climate-resilient' sites that are 'more likely to sustain native plants, animals, and natural processes into the future.' The protection of these climate resilient sites is an important step in both reducing human and ecosystem vulnerability to climate change and adapting to changing conditions.
- Consistency with Clearly Delineated Local Governmental Conservation Policy. Protection of the Premises supports the Town of Fairhaven's 2017-2024 Open Space and Recreation Plan ("OSRP") that calls for an increased awareness of open space and protection of habitats and landscapes. Specifically, protection of the Premises supports acquiring critically located parcels of land to prevent development in inappropriate (e.g. coastal)

areas (Goal 1, Objective A) and setting aside more land for conservation and open space (Goal 3) as protection of the Premises will prevent land use conversion and its associated impacts and the goal of preserving cultural landscapes important to the Town (Goal 6) such as those found on Sconticut Neck Road that maintain scenic views and the rural character of Sconticut Neck. These OSRP goals are echoed in the Town of Fairhaven's 2018 Master Plan evidencing their importance. The Town of Fairhaven's understanding of the importance of preparation for the effects of climate change are voiced in the Town's Municipal Vulnerability Preparedness Program and protection of the Premises helps achieve high priority actions noted like the importance of land conservation and the effectiveness of natural protective systems.

- Consistency with Clearly Delineated State Governmental Conservation Policy. Protection of the Premises supports the Statewide Comprehensive Outdoor Recreation Plan which places an emphasis on increasing the availability of trails and water-based activities on lands that are readily accessible to people from a wide variety of neighborhoods and backgrounds. Protection is also consistent with the Buzzards Bay Comprehensive Conservation and Management Plan. This plan, developed in 1991 by the Buzzards Bay National Estuary Program (a cooperative effort sponsored by the Executive Office of Environmental Affairs and the United States Environmental Protection Agency) includes protecting open space in its action plan, with the objectives of improving water quality and protecting biodiversity.
- Consistency with Clearly Delineated Federal Governmental Conservation Policy. Protection of the Premises is for the scenic enjoyment of the general public using Nasketucket Bay and traveling along Sconticut Neck Road and will yield a significant public benefit meeting IRS Code Section 170(h)(4)(A)(iii)(I) and is pursuant to clearly delineated federal, state and local conservation policies meeting IRS Code Section 170(h)(4)(A)(iii)(II).

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;
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 notice to 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. Indigenous Cultural Practices. Allowing indigenous peoples to:
 - a. Conduct cultural land ceremonial uses. Cultural practices are defined, for the purposes of this Conservation Restriction, as including traditional spiritual ceremonies, seasonal celebrations, offerings, and cultural, educational, and interpretive programming; and
 - b. Harvest plant-life for traditional cultural practices, using methods which, in the sole judgment of the Grantee, ensure sustainable populations of the harvested species within the Premises, including regrowth and replanting;
6. 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;
7. Trails. Maintaining and constructing trails as follows:
 - a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to twenty (20) feet in width overall, with a treadway up to fifteen (15) feet in width.

- b. New Trails. 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. 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;
- 8. Signs/Minor Structures. Constructing, installing, maintaining, and replacing gates, barriers, fences, natural resource monitoring equipment, land stewardship/environmental education sheds, 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;
- 9. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments or as necessary for engaging in the Permitted Acts and Uses as permitted herein, including temporary vehicle parking on fields for educational, agricultural or camp-related activities/programs;
- 10. Outdoor Passive Recreational, Educational and Camp Activities. Hiking, horseback riding, snowshoeing, nature observation, nature and educational walks and outings, outdoor educational activities, hosting of camp activities and other non-motorized outdoor recreational and educational activities, including seasonal and temporary structures including but not limited to tents, equipment storage, outdoor sports equipment, boat racks, etc. used in support of said activities;
- 11. Agricultural Activities.
 - a. Permitted Activities. “Agricultural Activities” are collectively defined as “Animal Husbandry” and “Horticulture,” defined below:
 - i. Animal Husbandry. Raising animals, including but not limited to dairy cattle, beef cattle, poultry, sheep, swine, horses, ponies, mules, goats, and bees, for the purpose of using, consuming, or selling such animals or a product derived from such animals in the regular course of business; or when primarily and directly used in a related manner which is incidental thereto and represents a customary and necessary use in raising such animals and preparing them or the products derived therefrom for use, consumption, or market.
 - ii. Horticulture. Raising fruits, vegetables, berries, nuts, and other foods for human consumption, feed for animals, flowers, trees, nursery or greenhouse products, and ornamental plants and shrubs, all for the purpose of selling such products in the regular course of business; or when primarily and directly used in raising forest products under a Forest Stewardship Plan designed to improve the quantity and quality of a continuous crop for the purpose of using, consuming, or selling these products in the regular course of business; or when primarily and

directly used in a related manner which is incidental to those uses and represents a customary and necessary use in raising such products and preparing them for use, consumption, or market.

- b. Requirement to Follow Best Agricultural Practices. Agricultural Activities shall be conducted in a manner consistent with generally accepted best management practices for sustainable farming as those practices may be identified from time to time by appropriate governmental or educational institutions such as the USDA Natural Resources Conservation Service (NRCS), UMass Extension, Northeast Organic Farming Association (NOFA), Massachusetts Department of Agricultural Resources, and the like, (collectively, “Best Agricultural Practices”) and in a manner that promotes healthy soils and healthy soil practices, as such terms are defined in Chapter 358 of the Acts of 2020, which added definitions of these terms to Section 7A of Chapter 128 of the Massachusetts General Laws (“Healthy Soils and Practices”), and in a manner that does not hinder the ability of future generations to engage in Agricultural Activities on the Premises;
- c. Requirement for a Farm Conservation Plan. Agricultural Activities shall require a farm conservation plan, such as an NRCS Conservation Plan (“Farm Conservation Plan”), prepared for the Premises, and approved in writing by the Grantee. The Farm Conservation Plan shall be developed in accordance with generally-accepted Best Agricultural Practices, and shall, at a minimum, address the following:
 - i. establish wetland buffers and/or filter strips to prevent adverse impacts to the water quality of existing wetlands and waterways;
 - ii. in the event animal husbandry activities are proposed, establish and govern the type and number of each type of animal unit permitted on the Premises, and analyze the pasturage potential of the Premises and establish and govern the cycling of pasturage, and any other measures necessary to ensure the carrying capacity of the Premises is not exceeded in order to protect water quality, prevent soil erosion, and otherwise protect the Conservation Values; and
 - iii. describe how Agricultural Activities will maximize soil and water conservation, and promote Healthy Soils and Practices;
- d. Agricultural Structures and Improvements. Constructing and maintaining structures and improvements to conduct Agricultural Activities, provided:
 - i. The total footprint (as defined herein) of all permanent structures and any temporary structures (as defined below) that have a roof shall not exceed one thousand (1,000) square feet in the aggregate. For the purposes of this Conservation Restriction, the term “footprint” shall mean that measurement encompassing the enclosed ground floor area, as measured from the exterior, at the point of contact with the ground.

- ii. Grantor must obtain prior written approval from the Grantee for the following improvements:
 - 1. Wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation.
- iii. The following improvements are permitted without prior approval from the Grantee:
 - 1. Temporary Structures. Constructing, using, maintaining, repairing, and/or replacing temporary structures and improvements directly related to or in support of Agricultural Activities, including, but not limited to, fencing, hayracks, “run-in” shelters or other three-sided shelters, hoop houses (also known as “high tunnels”), and the like. For the purposes of this Conservation Restriction, the term “temporary” shall mean any improvement without a foundation that can be constructed or removed without significant disturbance of the soil;

e. Agri-tourism. The use of the Premises for “Agri-tourism” activities, which activities shall be defined as ancillary commercial activities and events that support the financial viability of the use of the Premises for Agricultural Activities, which activities shall be limited to farm-based entertainment such as harvest festivals and farm-based education addressing the subjects of sustainable agriculture, food production and nutrition, and/or environmental conservation and ecology. Grantor may host unrelated educational activities such as painting or yoga classes, and the like, and up to four (4) recreational events, weddings, or similar types or scale of events per year, provided that said events shall be incidental and subordinate to the primary use of the Premises for Agricultural Activities.

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) calendar 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) calendar 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) calendar 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) calendar 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) calendar 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

Subject to the provisions of this Conservation Restriction, the Grantor hereby grants access to the Premises to the general public and agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Paragraph III.B.10. provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of youth participating in camp or other educational programs, as well as the Purposes and Conservation Values. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Paragraph III.B.10. The Grantee may require the Grantor to post the Premises against any use by the public that results in material impairment of the Conservation Values. This grant of public access to the Premises is solely for the purposes described in Section 17C of Chapter 21 of the Massachusetts General Laws and the Grantor and Grantee hereto express their intent to benefit from exculpation from liability to the extent provided in such section.

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, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction bears to the value of the unrestricted

Premises. The proportionate value of the Grantee's property right will be determined as of the date of termination, release, or extinguishment.

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) calendar days prior to the effective date of such transfer. Any transfers shall receive prior approval by Grantee to assure that the Premises is transferred to a qualified conservation organization. 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 register 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) calendar 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: Buzzards Bay Coalition, Inc.
114 Front Street
New Bedford, Massachusetts 02740
Attn: Watershed Protection

To Grantee: Town of Fairhaven
c/o 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. No Surety Interest

The Grantor attests that there is no 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. Maintenance and Upkeep Costs

Grantor shall retain all responsibilities and shall bear all costs and liabilities of any kind related to ownership, operation, upkeep and maintenance of the Premises, including maintenance of adequate comprehensive general liability insurance coverage or such like liability insurance coverage as may be appropriate from time to time.

G. Title Warranty

Grantor warrants that Grantor has good title to the Premises, that the Grantor has the right to convey this Conservation Restriction and that the Premises is free and clear of any encumbrances. Grantor also warrants that Grantor has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Premises.

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

Grantor: Buzzards Bay Coalition, Inc.

Grantee: Town of Fairhaven (Conservation Commission) Acceptance

Approval of Town of Fairhaven Select Board

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

I. The following exhibits are attached and incorporated herein:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Recorded Plan of Premises

WITNESS my hand and seal this ____ day of _____, 2024,

BUZZARDS BAY COALITION, INC.

Mark Rasmussen, President, duly authorized

Michael T. Huguenin, Assistant Treasurer, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss:

On this ____ day of _____, 2024, before me, the undersigned notary public, personally appeared Mark Rasmussen and Michael T. Huguenin, and proved to me through satisfactory evidence of identification which was _____ to be the people whose names are signed on the proceeding or attached document, and acknowledged to me that they were duly authorized and signed it voluntarily for its stated purpose as President and Assistant Treasurer, respectively, of Buzzards Bay Coalition, Inc.

Notary Public
My Commission Expires: _____

ACCEPTANCE OF 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 _____, 2024, the Conservation Commission voted to approve and accept the foregoing Conservation Restriction from Buzzards Bay Coalition, Inc. 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:

Karen Isherwood

Ronnie Medina

Jake Galary

Anthony Couto

Carrie Hawthorne

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Karen Isherwood, Jake Galary, Carrie Hawthorne, Ronnie Medina and Anthony Couto, 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 _____, 2024, the Select Board voted to approve the foregoing Conservation Restriction from Buzzards Bay Coalition, Inc. to the 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.

TOWN OF FAIRHAVEN SELECT BOARD

Leon E. Correy, III

Charles K. Murphy, Sr.

Stasia Powers

Keith Silvia

Robert J. Espindola

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Leon E. Correy, III, Charles K. Murphy, Sr., Stasia Powers, Keith Silvia and Robert J. Espindola, 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 Buzzards Bay Coalition, Inc. to the 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: _____, 2024

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2024, 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 the Town of Fairhaven, Bristol County, Commonwealth of Massachusetts, containing 5.75± acres, shown as the portion of “Lot 2” west of the line labeled “Limit of Existing Conservation Restriction” on a plan of land titled “Approval Not Required Plan, Assessor’s Plat 42, Lot 15U, 100 Douglass Drive, Buzzards Bay Coalition”, dated November 9, 2023, by Southcoast Engineering and recorded in the Bristol County (Southern District) Registry of Deeds in Plan Book 186, Page 53.

EXCLUDING the portion of Lot 2 located east of the line labeled “Limit of Existing Conservation Restriction” on the plan recorded in Plan Book 186, Page 53 and more particularly shown as “Conservation Restriction, Area = 16.45 Acres±” on a plan of land titled “Douglass Conservation Restriction Prepared for Richard W. and Vivian I. Douglass”, dated July 3, 2007 by Field Engineering Co., Inc. and recorded in the Bristol County (Southern District) Registry of Deeds in Plan Book 161 at Page 108. This excluded portion of Lot 2 is already encumbered by a conservation restriction recorded October 2, 2007 in Book 8811 at Page 24 in the Bristol County (Southern District) Registry of Deeds as assigned to the Grantee recorded December 19, 2023 in Book 14871 at Page 210 in the Bristol County (Southern District) Registry of Deeds.

Being a portion of the property conveyed to Buzzards Bay Coalition, Inc., by deed of Stephen H. Douglass, et al. recorded December 21, 2023 in Book 14874 at Page 120 in the Bristol County (Southern District) Registry of Deeds.

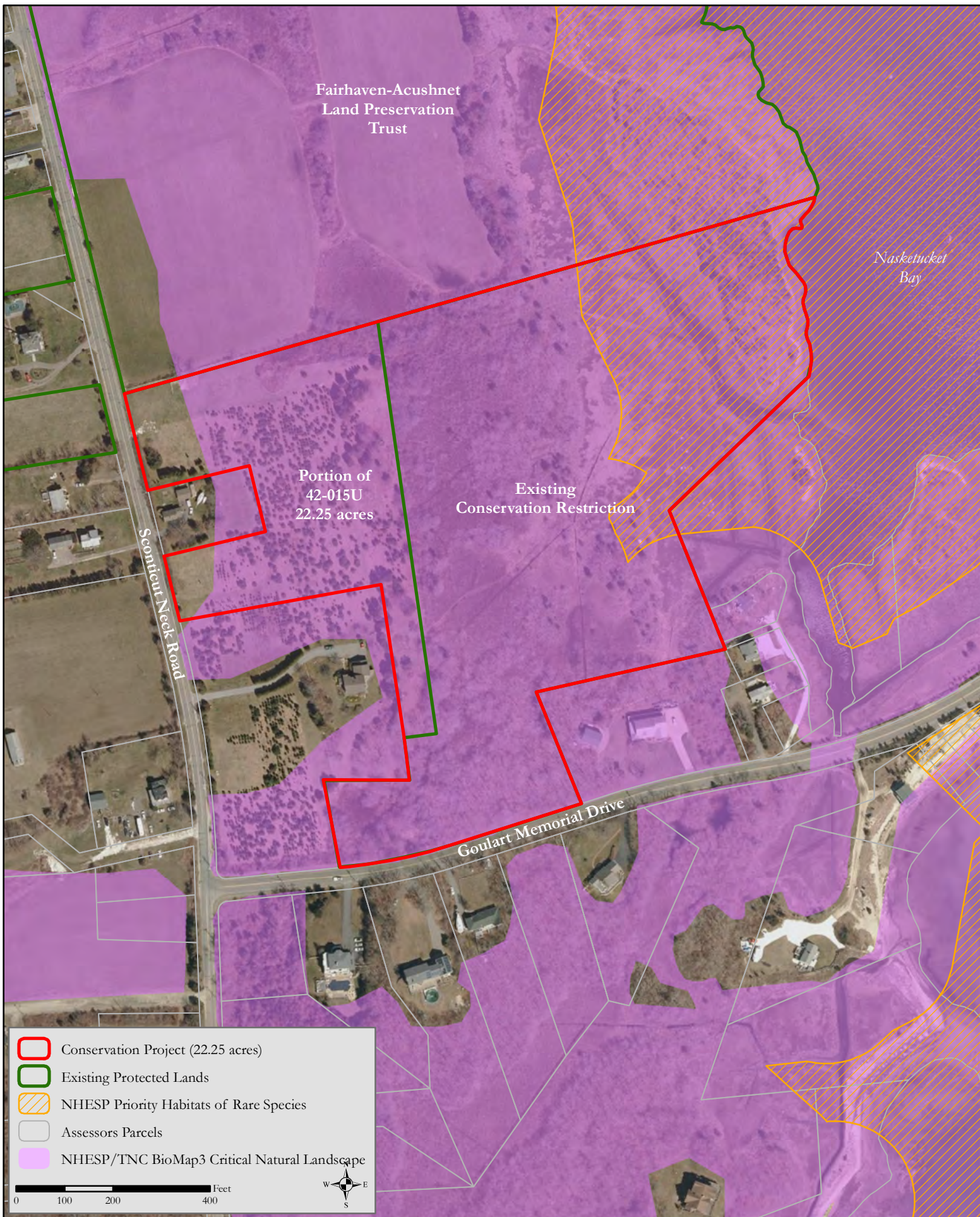
Douglass, Fairhaven - Open Space Context Map



Douglass, Fairhaven - Aerial Map



Douglass, Fairhaven - Natural Heritage & The Nature Conservancy Map



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 _____, 2024, the Select Board voted to approve the foregoing Conservation Restriction from Buzzards Bay Coalition, Inc. to the 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.

TOWN OF FAIRHAVEN SELECT BOARD

Stasia Powers

Keith Silvia

Charles K. Murphy, Sr.

Andrew Romano

Andrew B. Saunders

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared Stasia Powers, Charles K. Murphy, Sr., Andrew B. Saunders, Keith Silvia and Andrew Romano, 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: _____



**Town of Fairhaven
Massachusetts
Office of the Select Board
and Town Administrator**

**Stasia Powers, Chair
Charles K. Murphy, Sr., Vice-Chair
Andrew B. Saunders, Clerk
Keith Silvia
Andrew Romano**

40 Center Street
Fairhaven, MA 02719

Tel: (508) 979-4023
Fax: (508) 979-4079

**Angeline Lopes Ellison
Town Administrator**

May 14, 2024

Housing Secretary Edward Augustus
Executive Office of Housing and Livable Communities
100 Cambridge Street
Boston, MA 02114

Dear Housing Secretary Augustus,

At their meeting on May 13, 2024, The Fairhaven Select Board voted to support the Community Planning Grant application for reviewing and revising our Zoning Bylaw to align with the Town's Master Plan, following the approval of a \$25,000 appropriation for the overall project at the May 4, 2024 Annual Town Meeting.

Updating the Zoning Bylaw is a critical step toward achieving the goals of Fairhaven's Master Plan. Numerous provisions within the Master Plan call for updating the bylaws including Housing Recommendation 2-4 which calls for allowing more flexible and higher-density mixed-use residential and commercial developments in established employment centers to expand housing stock and Land Use Recommendation 1-2 which seeks to develop strategies to encourage infill development such as increasing zoning flexibility.

The Select Board supports the Planning and Economic Development Department and the Planning Board in their efforts to review and revise the zoning bylaw to ensure that the bylaw achieves the goals of the Master Plan.

Sincerely,

Stasia Powers
Fairhaven Select Board Chair

SP/ah



Monday, May 13, 2024

Correspondence

Fairhaven Retirement System
40 Center Street
Fairhaven, MA. 02719
Phone: 508-979-4023 ext. 8121
Fax: 508-993-9486

ELECTION OFFICER'S SELECTION LETTER

April 26, 2024

Fairhaven Selectboard
Town Hall
40 Center Street
Fairhaven, Ma. 02719

Dear Chairperson,

Please be advised that at the meeting of the Fairhaven Contributory Retirement Board held on Tuesday, April 9, 2024, the Board voted to appoint Mary Sturgeon the "Election Officer" for the Fairhaven Contributory Retirement System's election of the First Elected Member of the Fairhaven Contributory Retirement Board.

If you have any questions or concerns regarding the above, please do not hesitate to call.

Very truly yours,

Mary Sturgeon
Election Officer/Retirement Administrator
Fairhaven Contributory Retirement Board