



FAIRHAVEN SELECT BOARD
Meeting Minutes
June 5, 2023

Present: Chair Leon Correy, Clerk Stasia Powers, Select Board member Keith Silvia, Select Board member Robert Espindola, and Town Administrator Angie Lopes Ellison.

Not Present: Vice-Chair Charles Murphy Sr.

The meeting was videotaped by Cable access and Zoom meeting application.

Mr. Correy opened the Select Board meeting at 6:30PM

A moment of silence was observed for Frances Cox Sr.

MINUTES

Motion: Mr. Espindola motioned to accept the Open Session minutes of April 18, 2023. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to accept the Open Session minutes of May 1, 2023. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to accept the Executive Session minutes of May 1, 2023. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to accept the Open Session minutes of May 6, 2023. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to take the Town Administrator Report out of order, Ms. Powers seconded. The motion passed unanimously (4-0-0).

TOWN ADMINISTRATOR REPORT

Ms. Ellison updated the Board on:

- Staffing updates: The Town is staffing for Town Planner and Finance Director/Treasurer/Collector. There may also be some shifts in clerical staffing and cross training for coverage of offices.
- FairhavenTV won the 2023 Hometown Media Award for the “Best Magazine Show”
- The Rogers School clean up date was rescheduled to June 10, 2023.
- Vineyard Wind Project: The work is in New Bedford Harbor and there will be vessels docked in Fairhaven waters for about a year starting July 1st. The Harbormaster is working with Ms. Ellison on a fee structure and agreement. Concerns include hurricane season.

Public Hearings:

The Public Hearing for change of manager, Paul’s Sports Corner, Inc. was opened at 6:40PM

Mr. Correy read the notice into record, change of manager from Nancy Gordon to Michael Scott Landry.

No Public Comment was received

The Public Hearing for change of manager, Paul’s Sports Corner, Inc. was closed at 6:42PM

Motion: Mr. Espindola motioned to approve the change of manager for Paul's Sports Corner, Inc, from Nancy Gordon to Michael Scott Landry. Ms. Powers seconded. The motion passed unanimously (4-0-0).

The Public Hearing for Blue Stream Shellfish, LLC's application to install a shellfish nursery in municipal waters was rescinded by the requestor.

TOWN ADMINISTRATOR REPORT (continued)

- Zach Fentross from Marcum LLP joined via zoom to review the FY22 audit report and management letter. The Board asked questions about the opinions in the report for Fiscal Year 2022 and details of the management letter. The management letter contains recommendations and Mr. Fentross pointed out that differences in format are attributed to methodology of report preparation some recommendations may have previously been verbally reviewed and are in the letter. (*Attachment A*). He thanked Anne Carreiro and Wendy Graves for their preparation and timely response to their requests during the audit.
- The Select Board Retreat is scheduled for Saturday, July 15th from 9am-3pm. Mr. Correy stated his concern about spending funds for a retreat. Ms. Ellison explained the purpose and that the cost was under one-thousand dollars. Mr. Espindola asked if the start time could be earlier. Ms. Ellison will check with the facilitator on an earlier start time.

Mr. Espindola asked follow-up questions after Ms. Ellison completed her report regarding a request for Fairhaven Wind reports, the status of the Good Energy Municipal Aggregation presentation and a letter from the Police Brotherhood regarding Collective Bargaining Concerns.

Ms. Ellison explained the Fairhaven Wind reports would be forwarded to the Board once they are received, the Good Energy presentation was moved to June 20th at their request due to negotiations in other towns and collective bargaining is not open for discussion tonight; it has been discussed in previous Select Board meetings.

Fairhaven Fire Fundraiser for Muscular Dystrophy

This informational piece sent to the Board requires no vote or action to be taken.

Conservation Restriction request from Buzzards Bay Coalition: Salt Winds

Allan Decker from the Buzzards Bay Coalition (BBC) reviewed the proposal to hold over three acres of land on Sconticut Neck Road (*Attachment B*). The BBC acquired part of the land and the Town assigned the rights to BBC in July 2022. The other portion shown on the map was sold and the property owner placed it under a conservation restriction. Town Meeting voted to approve the use of Community Preservation Commission funds in May 2023 for this project.

Motion: Mr. Espindola motioned to grant a conservation restriction to Salt Wind at 732 Sconticut Neck Road as outlined in the deed Fairhaven CR #20. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Event Procession Approval: Our Lady of Angels, Saturday, September 2nd and Monday, September 4th

This is for use of town and portions of state roads for the procession of the Our Lady of Angels Feast on Saturday, September 2nd and then on Monday, September 4th. An event request will be sent for a future agenda.

Motion: Mr. Espindola motioned to approve the use of town and portions of state roads for the Our Lady of Angels Procession to be held on September 2, 2023 and September 4, 2023 in accordance with the attached documents (*Attachment C*). Ms. Powers seconded. The motion passed unanimously (4-0-0).

Intermunicipal Agreement: Public Health Excellence Grant

Ms. Ellison explained this is a grant used for shared services in New Bedford, Fairhaven and Acushnet through the Board of Health.

Motion: Mr. Espindola approve the intermunicipal agreement. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Board, Committee, Commission alternate positions

Ms. Ellison advised the Board this is a follow-up to the previous meeting during discussion of the Conservation Report and Town Counsel's recommendation to only have alternate or associate members when statutorily required.

Appointment of Boards and Committees

The Board reviewed the appointment requests from existing members and new applicants and made the following appointments:

Motion: Mr. Espindola motioned to appoint Mark Badwey as Art Curator for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Kelly Smith as Assistant Art Curator for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Doug Brady to the Bell Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Lee Baumgartner to the Bell Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Nils Isaksen to the Bell Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Jacqueline Kenworthy to the Bell Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Helena Oliveira to the Bell Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Jessica Fidalgo to the Belonging Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Laura Barillaro to the Belonging Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Rachel Medeiros to the Belonging Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Eryn Tomascik to the Belonging Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Gregory Weider to the Belonging Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Amy Roderick to the Bikeway Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Tim Garcia to the Bikeway Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Will Gardner to the Bikeway Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Chip Hawthorn to the Bikeway Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Sean Powers to the Broadband Study Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Alyssa Botelho to the Broadband Study Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Sean Daly to the Broadband Study Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Barbara Acksen to the Cable Advisory Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Maria Carvalho to the Cable Advisory Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Ronnie Medina to the Cable Advisory Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint John Methia to the Cable Advisory Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Cathy Melanson to the Capital Improvement Planning Committee for a term to end May, 31, 2026. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Ann Richard and Terrence Meredith to the Community Preservation Commission for a term to end May, 31, 2026. Ms. Powers seconded. The motion passed unanimously (4-0-0).

The Board reviewed the list of applicants for the Conservation Commission. Chelsea Isherwood spoke to the Board regarding her application and interest.

After discussion, the Board tabled appointments to the Conservation Commission in order to have applicants come and speak to their interest in joining the Conservation Commission at the June 20th meeting and also review the legal opinion from the prior meeting's executive session.

Motion: Mr. Espindola motioned to take Item I, Special Election Results out of order. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Special Election Results

Interim Town Clerk Elisabeth Horan reviewed the unofficial results from the Town's Special Election. The Town had 16.6% of registered voters casting votes as follows:

Ballot Question: *Operating Budget Proposition 2 ½ Override Ballot Question, Shall the Town of Fairhaven be allowed to assess an additional \$450,000 in real estate and personal property taxes for the fiscal year beginning July first, two thousand twenty-three.*

YES – 690 votes

NO – 1423 votes

Mr. Correy thanked Ms. Horan for preparing the results.

Appointment of Boards and Committees (continued)

The Board reviewed the appointment requests from existing members and new applicants and made the following appointments:

Motion: Mr. Espindola motioned to appoint Joan Mello to the Council on Aging for a term to end May, 31, 2026. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Lisa Breese, Wendy Drumm and Jennifer Frasier to the Cultural Council for a term to end May, 31, 2026. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Mr. Correy advised the Board he would abstain from the vote for Economic Development Committee (EDC) based on his past relationship with Mr. Hinds. The Board discussed the number of members to appoint, concerns on perceived conflict of interest for an EDC member to be on the Planning Board as well. Cathy Melanson addressed the Board and clarified the roles of the EDC. Ms. Ellison advised the Board that Town Counsel had reviewed the concern about a conflict of interest and did not find there to be one.

Motion: Mr. Espindola motioned to appoint Cathy Melanson, Patrick Carr, Suzanne Dwyer, Karyn Ferreira and John Hinds to the Economic Development Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (3-0-1, Leon Correy abstained).

Motion: Mr. Espindola motioned to appoint Maria Carvalho, Cristina Pinto, Jenny Fialho, Krystyn Caisse and Tanya Henicke to the Lagoa Friendship Pact Committee for a term to end May, 31, 2025. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Michael McNamara, Andrew Jones, Michelle Porter, David Hebert and Robert Pink, Jr. to the Marine Resources Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Nils Isaksen, Beverly Rasmussen, Doug Brady and Susan Loo to the Rogers Reuse Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Tim Garcia, Ann Richard, Susan Spooner, Karen Gent, Christin Ritz and Laura Gardner to the Sustainability Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

The Board reviewed the number of appointment vacancies on the Zoning Board of Appeals (ZBA) and perceived conflict of interest between ZBA and the Planning Board. Cathy Melanson addressed the Board on this item and advised that the ZBA does not handle all Planning Board issues, they address zoning issues throughout the Town.

Motion: Mr. Espindola motioned to appoint Ruy DaSilva to the Zoning Board of Appeals a term to end May, 31, 2028. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Patrick Carr to the Zoning Board of Appeals for a term to end May, 31, 2026. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Andrew Romano to the Zoning Board of Appeals for a term to end May, 31, 2026. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Motion: Mr. Espindola motioned to appoint Andrew Romano to the Cable Advisory Committee for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Appointment of Constables

The Board reviewed the list of Constables and made the following appointments:

Motion: Mr. Espindola motioned to appoint Steven Borges, Matthew M. Botelho, Pamela A. Bourgault, Richard E. Ferreira, Joseph Latimer, Robert F. Jones, Kevin W. Kobza, Lawrence Machado, Scott McGarty, David Miller, Nicholas Sylvia, Herve W. Vandal, Jr. and Milan Whitaker as Constables for the Town of Fairhaven for a term to end May, 31, 2024. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Hedge Street Phase 3 Budget Amendment

Ms. Ellison advised the Board that this item allows for the transfer of any salary not expended back to the Hedge Street Phase 3 construction project.

Motion: Mr. Espindola motioned to request the Executive Office of Housing and Livable Communities transfer \$11,205.63 in surplus CDBG administrative funds to the Hedge Street Phase 3 construction project and to authorize the chair to sign the related documents. Ms. Powers seconded. The motion passed unanimously (4-0-0).

Southeastern Massachusetts Metropolitan Planning Organization (SMMPO) Appointment

The Board had previously recommended Ms. Powers consider applying for consideration to be appointed to the SMMPO representing the Town of Fairhaven.

CORRESPONDENCE

- Mass. Dept. of Agricultural Resources (MDAR) notice of Eversource's Vegetation Management Plan
- Public Notification: Status Report Cumberland Farms Station V0015 to MassDEP
- SRPEDD selected to host an American Connections Corps (ACC) member for 2023-24 Program Year
- Fort Phoenix Beach Clean-up

COMMITTEE LIAISON REPORTS

Mr. Espindola reported:

Updates from the Broadband Housing Authority and recent Request for Proposal and Fairhaven Bikeway Committee (*Attachment D*).

Ms. Powers had no meetings to report

Mr. Correy reported:

Broadband-Digital Equity contract had revisions from to be completed by and sent back at the state level for approval.

Mr. Silvia had no meetings to report

PUBLIC COMMENT:

No Public Comment received

BOARD MEMBER ITEMS

Mr. Espindola recognized Fairhaven TV for their recent awards and the work they do.

Ms. Powers reminded everyone about the All Board, Committee, Commission Meeting on Tuesday, June 13th at 6:00PM. Ms. Ellison added that all appointed and elected member should attend and sign in.

Mr. Correy thanked Bristol Agricultural High School and Greater New Bedford Regional Vocational Technical High School and Fairhaven High School for the graduation invitations. He will be speaking at the Little Free Library on June 19th for the Juneteenth Holiday. He also reminded everyone to get involved and thanked new volunteers.

Meeting adjourned at 9:51PM

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

Attachments:

- A. Town of Fairhaven FY22 Management Letter**
- B. Salt Winds Conservation Restriction**
- C. Our Lady of Angels Event Procession Request**
- D. Committee Liaison Report – Robert Espindola**

Approved on July 17, 2023



TOWN OF FAIRHAVEN, MASSACHUSETTS

Management Letter
For the Year Ended June 30, 2022

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To the Select Board
Town of Fairhaven, Massachusetts

In planning and performing our audit of the basic financial statements of the Town of Fairhaven, Massachusetts (the Town) as of and for the year ended June 30, 2022 (except for the Fairhaven Contributory Retirement System, which is as of and for the year ended December 31, 2021), in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, we considered the Town's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible.* The chance of the future event or events occurring is more than remote but less than likely.
- *Probable.* The future event or events are likely to occur.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

During our audit we became aware of other matters that we believe represent opportunities for strengthening internal controls and operating efficiency. The recommendations that accompany this letter summarize our comments and suggestions concerning those matters.

Merrimack, New Hampshire
Andover, Massachusetts
Greenfield, Massachusetts
Ellsworth, Maine



The Town's written responses to our comments and suggestions have not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

This communication is intended solely for the information and use of management, the governing body, and others within the Town, and is not intended to be, and should not be, used by anyone other than these specified parties.

Melanson

Andover, Massachusetts
March 29, 2023

PRIOR YEAR RECOMMENDATIONS:

1. Expand Chart of Accounts

The Town currently records the activity associated with multiple opinion units within fund 084 in the general ledger. As a result, numerous reclassifying adjustments are required to properly present activity in the respective fund financial statements in accordance with Generally Accepted Accounting Principles.

The following accounts should be recorded as separate funds in the general ledger:

- Internal service fund (proprietary funds)
- Stabilization fund (governmental funds)
- Sewer stabilization fund (proprietary funds)
- Various special revenue funds (governmental funds)

Additionally, the expendable portion of trust funds is reported in fund 082 and the nonexpendable portion is reported in fund 081 in the general ledger. As a result, numerous reclassifying adjustment are required to properly present activity in permanent trust fund (governmental funds) and private purpose trust fund (fiduciary funds) financial statements. These accounts should be classified in the general ledger based on the type of each trust fund, instead of expendable versus nonexpendable portions.

We recommend the Town expand the general ledger chart of accounts to eliminate the need for these reclassifying adjustments. Implementation of these recommendations will result in the proper presentation of the above noted funds.

Town's Response:

The Town Accountant will work to fulfill the recommendation to expand the Chart of Accounts with separate funds for internal service, stabilization, sewer stabilization, and various special revenue funds.

CURRENT YEAR RECOMMENDATIONS:

2. Other Issues

In the current year, we identified the following areas where improvements can be made:

- Trust Fund cash balances should be reconciled with corresponding general ledger balances on a quarterly basis. Specifically, individual trust fund cash balances should

be reconciled between the investment statements and the general ledger on a quarterly basis.

- Cash reconciliations should be consistently approved by a preparer and a reviewer.
- The School Department should ensure the ending balance in the School Lunch Fund is in compliance with Title 7 *U.S. Code of Federal Regulations (CFR)*, Section 210.14.
- The Town should formalize information technology controls by: (1) establishing a written backup and data retention policy/schedule; and (2) establishing formal protocols for setting up, modifying, and terminating user access rights, including a requirement for written authorization for all changes.
- During our audit, we reviewed the level of access employees have to the Town's payroll software. We found that multiple employees had the ability to add new employees and change pay rates in the payroll software. As a result, a lack of segregation of duties exists since individuals involved with processing payroll had the ability to add new employees and change pay rates. We recommend the Town establish the following compensating controls to mitigate the risk associated with the segregation of duties issue:
 - On an annual basis, the Town should run a report of all employees included in the payroll system and verify authenticity of each employee.
 - On a quarterly basis, the Town should run a report of all changes made to employees' pay rates from the payroll system and verify the changes to approved personnel action forms.

Furthermore, we recommend that documentation for the recommended compensating controls mentioned above be retained.

Town's Response:

- The Town will work to implement reconciliations quarterly, however, at this time, the Town is burdened with staff shortages and we will do our best to implement.
- The Town will make sure that cash reconciliations are reviewed and approved.
- The School Department is aware and will work to expend the funds in FY 2023.
- The Select Board have included the IT formal written policy in the agenda for review and approval at the next meeting on May 15, 2023.
- The Town has implemented additional procedures whereas the Benefit Administrator has the responsibility of inputting and deleting employees in the payroll software. The Benefits Administrator also is responsible for pay rate adjustments. The recommended reports will be run and reviewed to assist with the risks associated with the segregation of duties issue.

3. Prepare for Governmental Accounting Standards Board (GASB) Statements Numbers 94 and 96

The GASB has issued Statement No. 94, "*Public-Private and Public-Public Partnerships (PPPs) and Availability Payment Arrangements (APAs)*." The primary objective of this Statement is to improve accounting and financial reporting of PPPs and APAs. PPP is an arrangement in which the Town contracts with an operator to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset, for a period of time in an exchange or exchange-like transaction. APA is an arrangement in which the Town compensates an operator for services that may include designing, constructing, financing, maintaining, or operating an underlying nonfinancial asset for a period of time in an exchange or exchange-like transaction.

The GASB has issued Statement No. 96, "*Subscription Based Information Technology Arrangements*" (SBITAs). This Statement provides guidance on the accounting and financial reporting of SBITAs for the Town as an end user. GASB 96 results in a right-to-use subscription intangible asset, which is primarily offset by a corresponding subscription liability for accrual funds, as well as government-wide financial statements, and requires new note disclosures.

These Statements are effective for fiscal year 2023 and have similarities with Statement No. 87, *Leases*, that the Town implemented for fiscal year 2022.

Town's Response:

The Town Accountant will prepare for GASB 94 & GASB 96 and will await further information from the auditors to prepare to implement these new GASBs.

Salt Winds CR Overview
Sconticut Neck Road, Fairhaven

Property Basics

- 3.4 acres
- Open upland fields, currently enrolled in agricultural use (Chapter 61A)

Conservation Values Protected

- Prime Agricultural Soils – 100% of property is classified as having prime farmland soils
- Habitat Protection – property provides wildlife habitat buffer
- Open Space Expansion – will abut BBC's Salt Winds Reserve Area and is across Sconticut Neck Road from the 53-acre protected Shipyard Farm property
- Water Quality Protection – helps protect Outer New Bedford Harbor's water quality
- Scenic Resource – helps maintain the highly scenic coastal landscape of lower Sconticut Neck
- Governmental Planning – supports Town OSRP and state conservation policies

CR Restrictions

- No subdivision of property or additional residential uses
- No temporary or permanent structures
- No mining or removal of soil, sand, rock
- No storage of debris, trash, junk
- No introduction of invasive species
- No activities detrimental to drainage, water quality, flood control
- No motorized recreational vehicles/ATVs

CR Reserved Rights

- Passive recreation (non-motorized activities)
- Vegetation management (pruning, trimming, cutting, mowing)
- Agricultural activities/support structures (per a farm conservation plan)
- Habitat restoration
- Use of motorized vehicles for exercising reserved rights (except passive recreation)

Salt Winds Conservation Project, Fairhaven



GRANTOR: EAGLE'S WING REAL ESTATE, LLC

GRANTEE: BUZZARDS BAY COALITION, INC.

**ADDRESS OF PREMISES: 732 Sconticut Neck Road
Fairhaven, Massachusetts 02719**

**FOR GRANTOR'S TITLE SEE: Bristol County (Southern District) Registry of Deeds
at Book 14399, Page 153**

GRANT OF CONSERVATION RESTRICTION

Salt Winds, Sconticut Neck Road, Fairhaven

Fairhaven CR # 20

I. STATEMENT OF GRANT

EAGLE'S WING REAL ESTATE, LLC, a Massachusetts limited liability company with an address of 732 Sconticut Neck Road, Fairhaven, Bristol County, Massachusetts 02719, being the sole owner of the Premises as defined herein, constituting all of the owner(s) of the Premises as defined herein, for my 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 **BUZZARDS BAY COALITION, INC.**, a Massachusetts non-profit corporation with an address of 114 Front Street, New Bedford, Bristol County, Massachusetts 02740, its permitted successors and assigns ("Grantee"), for consideration of less than One Hundred and No/100ths Dollars (\$100.00), **IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES**, the following Conservation Restriction on land located in Fairhaven, Bristol County containing the entirety of a 3.3 acre, more or less, 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.

Grantee is a publicly-supported, tax-exempt non-profit organization dedicated to the restoration, protection and sustainable use and enjoyment of Buzzards Bay and its watershed through education, conservation, research and advocacy with a watershed protection program working to preserve and conserve natural areas for natural resource protection, aesthetic, scientific and educational purposes. BBC has received a letter dated April 14, 2004 from the Internal Revenue Service, a copy of which is on file at the offices of BBC, to the effect that Grantee is not a private foundation within the meaning of § 509(a) of the Internal Revenue Code of 1986.

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 available for agricultural use, and to prevent any use or change that would materially impair the Conservation Values (as defined below).

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 Sconticut Neck and the protection of the Premises will enhance the open-space value of these and nearby lands. The Premises abuts land already conserved, including Grantee’s 5-acre Salt Winds Reserve and is directly across Sconticut Neck Road from Fairhaven-Acushnet Land Preservation Trust’s 53-acre Shipyard Farm property. Protection of the Premises adds to the assemblage of existing protected land in the immediate area of Sconticut Neck.
- Soils and Soil Health. The entire Premises is mapped as having soils categorized as Prime Farmland as identified by the USDA Natural Resources Conservation Service. The protection of the Premises will promote healthy soils and healthy soils 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.
- Biodiversity. The Premises includes areas designated as Critical Natural Landscape, as defined by the Massachusetts Natural Heritage and Endangered Species Program. BioMap2, published in 2010, was designed to guide strategic biodiversity conservation in Massachusetts over the next decade 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. BioMap2 is also designed to include the habitats and species of conservation concern identified in the State Wildlife Action Plan.
- Water Quality. Protection of the Premises will prevent the conversion of the land to residential use and its associated impacts (impervious surface, stormwater runoff, landscaping fertilizer). This protection will not add impact to the waters of Outer New Bedford Harbor just west of the Premises and will help maintain the water quality there and, by extension, in Buzzards Bay;
- Working Farmland and/or Forest Land. The protection of the Premises will ensure that the open fields contained on the Premises will be permanently available for agriculture and forestry that is consistent with the Purposes.
- Consistency with Clearly Delineated Local Governmental Conservation Policy. Protection of the Premises supports the Town of Fairhaven’s Open Space and Recreation Plan

("OSRP") that calls for the preservation of farmland, an increased awareness of open space and protection of habitats and landscapes. Specifically, protection of the Premises supports the goal of preserving important agricultural soils and participation in farmland preservation programs under Chapter 61A of the Massachusetts General Laws (Goal 1) as the soils of the Premises are classified as entirely Prime Farmland, the goal 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, the goal of protecting lands and habitats that are mapped by the Commonwealth as important for biodiversity (Goal 5) as the Premises contains BioMap2 Critical Natural Landscape and the goal of preserving landscapes important to the Town (Goal 6) such as those found on Scoticut Neck that maintain scenic views and the rural character of that part of Fairhaven. These OSRP goals are echoed in the Town of Fairhaven's 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 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. Conservation of the Premises is in furtherance of the clearly delineated policies of the Commonwealth of Massachusetts to encourage land conservation as exhibited by the designation of areas of the Premises as being NHESP BioMap2-designated Critical Natural Landscape which helps protect terrestrial biodiversity within the Commonwealth. The protection of farmland is supported by the Premises' current enrollment in Chapter 61A which supports lower property taxes for land kept in agricultural use. Protection of the Premises is also consistent with the Buzzards Bay Comprehensive Conservation and Management Plan. This plan developed 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 of Scoticut Neck and this part of Fairhaven 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. Brush Piles. The stockpiling, composting and occasional burning (said burning to only be during non-nesting seasons; generally October 1 through March 31), of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such activities are conducted in locations where they will not impair the Conservation Values (including scenic values) of this Conservation Restriction. No such activities shall allow for the creation of “stump dumps” or take place closer than one hundred (100) feet from the boundary of the Premises or from any wetland, waterbody or stream. Any burning of brush piles shall be done in accordance with NHESP recommendations;
4. Existing Structures. The maintenance, habitation, renovation and/or reconstruction of the structures (ie. garage/apartment, shed, paved driveway) existing at the time of this Conservation Restriction as documented in the Baseline Report (see Paragraph XV.), including all electrical, water, cable and wastewater utility systems necessary to service the structures. No increase in the footprint of the structures is allowed.
5. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
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. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;
8. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments or as necessary for engaging in the exercising of the Permitted Acts and Uses.
9. Outdoor Passive Recreational and Educational Activities. Walking, running, cross-country skiing, picnicking, birding, non-vehicular camping, general flora and fauna observation, horseback riding, non-motorized biking and other non-motorized outdoor passive recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities, and the use of power-driven mobility devices by persons who have mobility impairments to be operated on farm roads and trails to the extent possible;
10. 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, if any;
 - 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.

If the only Agricultural Activity to be pursued on the Premises is the production of hay as feed for animals, a Farm Conservation Plan shall not be required.

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 Acts and

Uses 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.
 - 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, including without limitation, compensation for interim losses (i.e., ecological and public use service losses that occur from the date of the violation until the date of restoration) 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

This Conservation Restriction does not grant any right of access to the general public and the Grantor retains its rights to prohibit access to the Premises by the general public.

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 and 26.U.S.C. 170(h), and applicable regulations thereunder, if applicable, and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the Massachusetts General Laws; and
4. the assignment complies with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises,

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

B. Grantor's Liability

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

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) 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; or
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; or
6. alter or remove the provisions described in Paragraph VI (Termination/Release/Extinguishment); or
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: Eagle’s Wing Real Estate, LLC
736 Sconticut Neck Road
Fairhaven, Massachusetts 02719

To Grantee: Buzzards Bay Coalition
114 Front Street
New Bedford, Massachusetts 02740
Attn: Watershed Protection

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 hereby agrees to waive, subordinate, and release any and all Homestead rights pursuant to Chapter 188 of the Massachusetts General Laws it may have in favor of this Conservation Restriction with respect to any portion of the Premises affected by this Conservation Restriction, and hereby agrees to execute, deliver and/or record any and all instruments necessary to effectuate such waiver, subordination and release. In all other respects, the Grantor reserves and retains any and all Homestead rights, subject to this Conservation Restriction, pursuant to Section 10(e) of Chapter 188 of the Massachusetts General Laws.

C. Subordination

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

D. Indemnification; Hold Harmless

The Grantor shall hold harmless, indemnify and defend Grantees and their members, directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Premises, regardless of cause, unless due to the negligence of any of the Indemnified Parties; and (2) the obligations specified in Paragraphs XVI.E and XVI.F, below.

E. Maintenance and Upkeep Costs

The 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. Upon request, Grantor will supply a certificate of such insurance to Grantees. Grantor shall keep the Premises free of any liens arising out of work performed for, materials furnished to or obligations incurred by Grantor.

F. Taxes

The Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on, or assessed against, the Premises by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Restriction.

G. 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.

H. 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.

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

Grantor Eagle's Wing Real Estate, LLC
Grantee Buzzards Bay Coalition, Inc.
Approval of Town of Fairhaven Select Board
Approval of the Secretary of Energy and Environmental Affairs of the Commonwealth of
Massachusetts

J. 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 _____, 2023,

EAGLE’S WING REAL ESTATE, LLC

Suzanne Dwyer, Manager

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

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

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Eagle's Wing Real Estate, LLC was accepted by Buzzards Bay Coalition, Inc. this _____ day of _____, 2023.

BUZZARDS BAY COALITION, INC.

By: _____
Mark Rasmussen, President, duly authorized

By: _____
Michael T. Huguenin, Assistant Treasurer, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2023, 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 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, hereby certify that at a public meeting duly held on _____, 2023, the Select Board voted to approve the foregoing Conservation Restriction from Eagle’s Wing Real Estate, LLC to Buzzards Bay Coalition, Inc. 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

Keith Silvia

Charles K. Murphy, Sr.

Robert J. Espindola

Stasia Powers

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2023, 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:

EXHIBIT A

Legal Description of Premises

The Premises subject to this Conservation Restriction is the land in the Town of Fairhaven, Bristol County, Commonwealth of Massachusetts, containing 3.31 acres, +/-, shown as Lot 1B on a plan of land titled "Approval Not Required 732 Sconticut Neck Road Assessors Map 42 Lot 6B Fairhaven, Massachusetts", dated June 10, 2022, by Farland Corp., recorded in Plan Book 184 at Page 41 in the Bristol County (Southern District) Registry of Deeds.

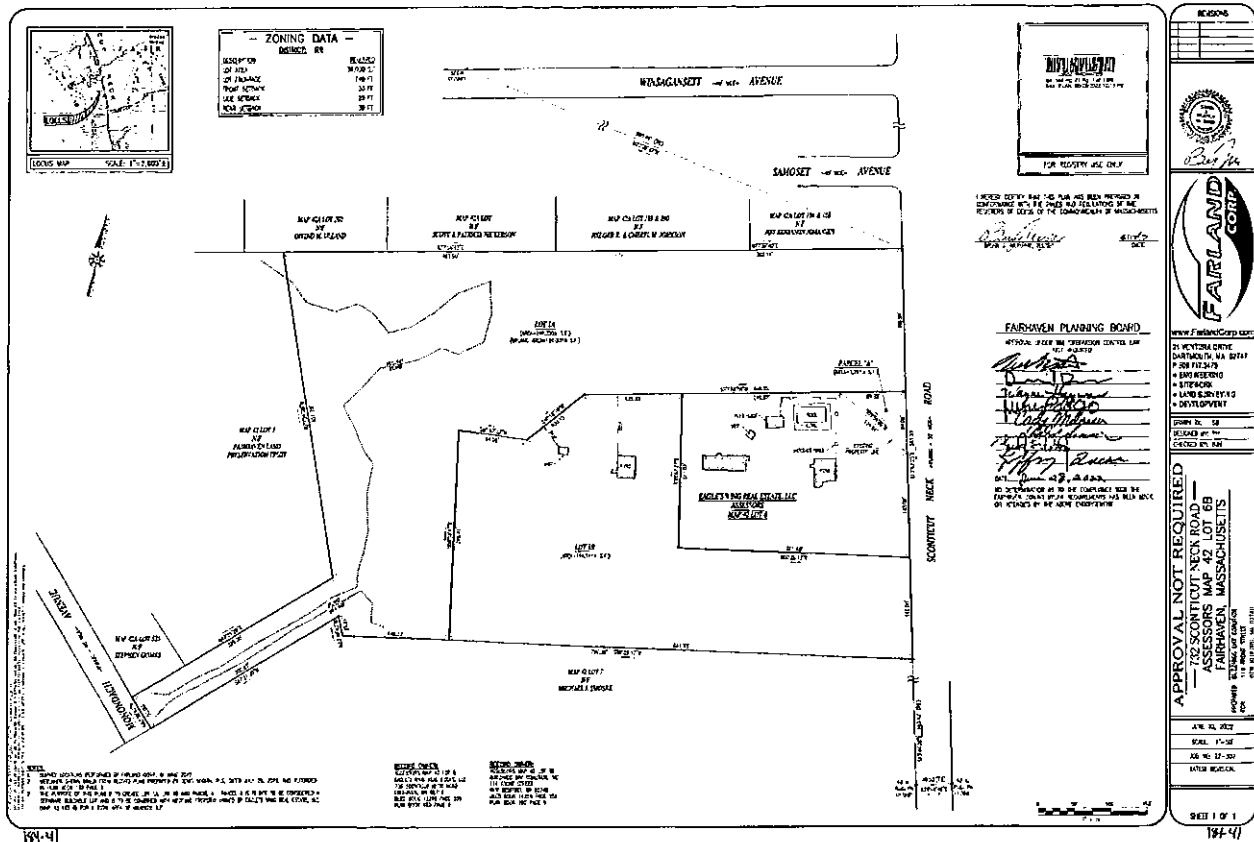
Being a portion of the property conveyed to Eagle's Wing Real Estate, LLC by deed of Buzzards Bay Coalition, Inc. dated July 7, 2022 and filed July 8, 2022 in Deed Book 14399 at Page 153 in the Bristol County (Southern District) Registry of Deeds.

Street Address: 732 Sconticut Neck Road
 Fairhaven, Massachusetts 02719

EXHIBIT B

Reduced Copy of Plan of Premises

For official full size plan see Bristol County (Southern District) Registry of Deeds
Plan Book 184 Page 41



Chief Gary F. Souza (Retired)

Ms. Angie Lopes Ellison
Town Administrator
Town Hall
40 Center St
Fairhaven, MA 02719

Dear Ms. Ellison:

Please find enclosed the Narrative and Traffic Management Plan as well as two maps/diagrams concerning the St Mary's Church/Our Lady of Angels Catholic Association processions to be held on Main Street north of Howland Rd on September 2 and 4, 2023.

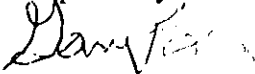
We respectfully request your signature of approval on the Event Notification Form (also included) as you did last year. The form will need to be submitted to the State by us for licensure after your approval as that area of Main Street is controlled by the Commonwealth. Please note the Fairhaven Police and Fire/EMS has already signed indicating their approval.

Please note there are no changes from last year.

Invitations to participate in the larger procession on September 4 (Labor Day) will be forthcoming for you and members of the Select Board to participate should you be available.

I am available at the above referenced telephone should you have any questions.

Respectfully



Gary F. Souza

On behalf of:

Our Lady of Angels Catholic Association

NARRATIVE AND TRAFFIC MANAGEMENT PLAN

PERMIT APP. 5-2023-0366

RECEIVED
2023 MAY 31 A 10:21

Our Lady of Angels Catholic Association Religious Procession

Fairhaven, MA

Sept 2, 2023 between 6pm and 6:30pm and

Sept 4, 2023 between 1pm and 2:30pm

Contact: Gary Souza,

Summary

Our Lady of Angels Catholic Association (OLOA) is a non-profit club associated with St Mary's Church in Fairhaven. We hold an annual Portuguese Feast on Labor Day weekend every year, except 2020 due to covid, for the past 93 years. In conjunction with the Feast we hold 2 religious processions on Main St in North Fairhaven and have for the past 93 years but only became aware last year that a permit from Mass Highway was required.

The Select Board, through the Town Administrator also signed off of the Event Notification Form as well as the Fairhaven Fire/EMS and Police along with the Mass. State Police. OLOA will be liable for any expenses and hold the state harmless.

The Town of Fairhaven have been very supportive of this annual Labor Day weekend event throughout it's existence.

Location

Main Street is a 2 lane road controlled by the state but has no route number. Parking is allowed on both sides of the street and the road is lined with small businesses and homes. The area is patrolled by the Fairhaven Police Department.

Sept 2 Procession 6:00 pm to 6:30pm

This is a small procession encompassing no more than 35 people at the opening of the Feast. Participants gather on Main Street at Deane Street at the Direction of the Fairhaven Police Department. There will be no more than 35 participants who walk at a quick clip north on Main St to Main and Jesse St. Main St between Deane and Jesse (approx.. 2500 feet) will be closed for no more than ½ hour.

Traffic management and escort will be provided by 4 police officers with cruisers working the Feast detail as well as 4 officers with cruiser assisting from the patrol shift making a total of 8 Fairhaven police officers. Pedestrian and bicycle traffic will continue as normal on Main Street.

Sept 4 Procession 1pm to 2:30 pm

The Sept 6 procession will have approx.. 100 participants included club members, state and local elected officials, clergy, 2 bands and parishioners carrying religious statues. The pace will be slower due to the difficulty of carrying heavy religious statues.

Participants will gather on Main Street at Jesse St in front of St Mary's Church with the one block area of Main Street blocked off by police officers and cruisers.

There will be at a minimum 8 police officers assisting with traffic control and ensuring the safety of participants during the entire procession.

Participants will walk south on Main Street to Howland Rd, turn left (east) on Howland Rd for approx. 50 feet then go left (north) on Adams St for approx. 100 feet before rejoining Main Street. The procession will then head north on Main St to the parking lot of St Mary's Church at the corner of Main and Jesse Street.

Traffic on the 50 feet of Howland Rd will be blocked for no more than 5 minutes.

Signage and Police

Message Boards:

Message Boards will be placed at least 1 week prior to events to warn motorists of the closure of Main St. Locations will be at the following approaches:

1. Main St NB
2. Main St SB
3. Adams St NB

Message Boards will read in 2 frames the week before the procession 1. Main Street Closed; 2. 9/2 & 9/4

Message Boards will read in 2 frames during the procession 1. Main St Closed & 2. Follow Detour

The Fairhaven Police Department has arranged with the Fairhaven Public Works department for Detour signs with arrows to be placed:

Traffic Southbound on Main St:

1. Main St and Howland Rd
2. Howland Rd and Sycamore St
3. Sycamore St and Howland Rd

Traffic Northbound on Main or Adams Sts:

1. Main and Adams at Howland Rd
2. Howland Rd at Alden Rd

We will provide END DETOUR signs on Alden Rd NB in advance of Main Stand on Howland Rd in advance of Main Street

Police

One police officer and cruiser will be posted at Main and Harding Rd and two with cruisers at Main and at Adams sts at Howland Rd. Their job will be to block the roadway, back up Detour signage and answer motorists questions. One each officer with cruiser will be at the front of the procession and one in the rear. Two other officers with cruisers will scout ahead of the procession to ensure no vehicles have entered the locked off roadway. Areas of Main St will be reopened as the procession passes.

traffic and nearby places

PERMIT 5-2023-0366-Boyer

SEPT. 2 PROCESSION
MAIN ST NORTH FAAM
MAIN & HOWLAND TO MAIN
AND JESSE ST.



traffic and nearby places

PERMIT 5-2023-0366

DETOURS

PROCESSION ROUTE

DETOUR SIGNS

SEPT. 4 PROCESSION

SO. ON MAIN ST FROM JESSE ST
AROUND BENNET SQ BEING SHORT
DISTANCES ON HOWLAND RD AND
ADAMS ST THEN NORTH ON MAIN
TO PT. OF BEGINNING

Elite Transportation

MESSAGE BOARD

MESSAGE BOARD

Burr Ave

Bernard St

Seafood Hut

Atria Fairhaven

St Mary's Catholic Church

Catholic Church

Sycamore St

Daniel St

Hawthorne St

Magnolia Ave

Veranda Ave

Blackburn St

Mystic Café

Alpine Ave

Dover St

Morgan St

Winsor St

Woodside Ave

Maitland St

Glenhaven Ave

Livesey Park

Galaxy Pizza House

Howland Rd

Oak St

House

Is

Swans

Brown St

Winding St

Winding St

Hopkins St

Sharon St

Manuel St

Oliver St

Nancy St

Marguerite St

Quincy St

Alden Rd

Faith Ave

Rivard St

Keyla Dr

195



**REGIONAL
BICYCLE
PLAN**



SRPEDD
Southeastern Regional Planning
& Economic Development District

**SRPEDD is updating Southeastern MA's
Regional Bicycle Plan to create a safe,
efficient, and connected bicycle network
for all users.**

**Help us create a plan to expand bicycle
facilities in our region!**

Where do you
want to see
bicycle facility
improvements?

TAKE OUR SURVEY!



SCAN ME

VISIT
OUR WEBSITE
www.srpedd.org/rbp



Português

Se precisar desta informação em outro idioma, por favor, contate o Coordenador de Título VI da MPO pelo telefone 508-824-1367, ramal 235 ou lcabral@srpedd.org.

Español

Si necesita esta información en otro idioma, por favor contacte al coordinador de MPO del Título VI al 508-824-1367 ext. 235 o lcabral@srpedd.org.

Kreyòl Ayisyen

Si yon moun bezwen enfòmasyon sa a nan yon lòt lang, tanpri kontakte Koòdonatè a Title VI MPO nan 508-824-1367 ext. 235.

简体中文

如果需要其他语言的此信息，请致电 508-824-1367 分机联系 MPO Title VI 协调员。 235 或发送电子邮件至 lcabral@srpedd.org。

繁體中文

如果需要其他語言的此信息，請致電 508-824-1367 分機聯繫 MPO Title VI 協調員。 235 或發送電子郵件至 lcabral@srpedd.org。

មន ខ្មែរ ខ្មែរ

ប្រសិនបើព័ត៌មាននេះត្រូវការជាភាសាផ្សេង សូមទាក់ទងអ្នកសម្របសម្រួល MPO Title VI តាមរយៈលេខ 508-824-1367 ext. 235 ឬ lcabral@srpedd.org ។



Massachusetts Vulnerable Road Users Laws 2023

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

What is a Vulnerable Road User?

Massachusetts now defines “vulnerable user” on our roads to include:

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

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

Safe Passing | Who is this for: Motorists

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

Motorists are explicitly allowed to cross a double-yellow line in order to pass “when it is safe to do so and adhering to the roadway speed limit.”

MassDOT is required to put up signage to this effect across the commonwealth and will work in collaboration with municipalities to do so on public roadways.

Rear Red Light Requirement | Who is this for: Bicyclists

A new requirement for use of rear red lights at night will go into effect to ensure cyclists are visible on our roadways.

Bicyclists will now be required to use a front white light **and** rear red light and rear reflector when riding at night.

Police officers cannot use a light violation as a reason to stop a bicyclist. The lack of lights cannot be used as “conclusive evidence of contributory negligence” in a civil action, for instance when making an insurance claim.



Massachusetts Vulnerable Road Users Laws 2023

Safer Speed Limits | Who is this for: Municipalities

Clarifies the process for municipalities to alter speed limits in thickly settled areas from 30 mph to 25 mph both on state-controlled roads and on the roads they control.

This is an update on the previously implemented [Chapter 90, Section 18](#), giving authority to local jurisdictions to create safer roadways in their communities.

Crash Reporting | Who is this for: Police Departments

To improve statewide data collection surrounding vulnerable road user crashes, a standardized analysis tool will now be used to report crashes and incidents involving a person biking or walking. Standardized crash reporting will allow us to systematically measure, report, and track crashes which allow us to make data-informed changes that increase roadway safety.

Truck Safety Devices | Who is this for: Municipality/State Agency Contracting Trucks

State-contracted trucks that are class 3 or 10,000+ lb will be required to be equipped with “lateral protection devices” (safety side guards), convex and cross-over mirrors, and backup cameras to reduce fatalities of people walking and biking.

This requirement will reduce some of the tragic right-hook fatalities that we've seen in recent years.

The registrar shall also prohibit aftermarket accessories that obstruct visibility or endanger vulnerable users.

—

These new laws are just one step towards safer roadways and part of the ongoing work with MassBike and our coalition partners. We know that these laws are data-driven and reduce preventable crashes across Massachusetts. For more resources to help make the roadways safer in your community, you can plug in with MassBike and our partners at the Massachusetts Vision Zero Coalition: <https://www.visionzerocoalition.org/>

How you can Help

- Request that your city/town installs 4-foot passing signage on their roadways
- Share these new laws with your local City Council or Select Board and request they utilize Chapter 90, Section 18 to reduce speed limits in your community

If you have questions about these new laws, MassBike is here to help! You can reach us at bikeinfo@massbike.org.

Friends of the Mattapoisett Rail Trail



Friends of the Mattapoisett Bicycle and Recreational Path support the completion of the Mattapoisett Rail Trail

The partially completed 4.5 mile multi-use path runs along the shore of Buzzards Bay, through our historic small town, and into quiet wooded areas in Southeastern Massachusetts. We work hard to make this extraordinary path a reality. We stay informed, share what we know, get out the vote when necessary, and raise money for design and other items the town government cannot fund.

**** JOIN US TO CELEBRATE OUR NEWEST MILE WITH STATE REP BILL STRAUS AND TOWN OFFICIALS *****

MATTAPOISETT RAIL TRAIL

Shining Tides Mile

RIBBON CUTTING



The ceremony begins at 11 a.m.

Monday, June 12, 2023

The Friends will have a table at the Goodspeed Island Road circle from 9-11 a.m. to greet supporters.

Parking for the event is at the Depot Street lot, and is allowed at the YMCA (35 Reservation Road) for this event only.

The first mile (Phase 1A) opened in 2009 and runs from the Fairhaven town line to Mattapoisett Neck Road. Phase 1B, called the “Shining Tides file” broke ground September 2019. The west end, from Mattapoisett Neck Road to Reservation Road, opened July 1, 2022. The section between Reservation Road and the end of Goodspeed Island Road opened April 28, 2023! This scenic and spectacular mile that crosses the Mattapoisett River estuary, salt marshes, and Reservation Beach at the head of Mattapoisett Harbor connects neighborhoods and conservation areas with car-free biking and walking.



- Phase 1 Completed (1.9 miles)
- - - Phase 2A Pre-design Began 2022
- - - Phase 2B (W) Off-Road Path
- - - Phase 2B (C) Off-Road Path
- - - Phase 2B (E) "Marion Connector" Opened 2021
- - - Town of Marion to begin 2023-24
- On-Road (USE CAUTION)
- P Limited Parking Available

ACHUSHNET



mattapoisetttrail.org

ong) is broken up into three sections. The off-road path for 2B West is partially-funded with no construction date yet. Phase 2B East opened in 2021 his half mile "Marion Connector" will eventually connect to Marion's bikeway. The Town of Marion plans to begin construction in 2023/24. arking is limited for now. (See map for parking symbols. The lots at Brandt Island Road and Old Town Landing have room for only a few cars.) If ou are coming from the west, our suggestion is to park in Fairhaven and start on the Phoenix Rail Trail. Public parking is available at the end of rsene Street and near Stop and Shop.