



FAIRHAVEN SELECT BOARD AGENDA

June 9, 2025 6:30 p.m.

Town Hall – 40 Center Street – Fairhaven

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

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

FAIRHAVEN TOWN CLERK
RCUD 2025 JUN 5 AM 11:42

A. PUBLIC HEARING 6:30PM

The purpose of the hearing is to consider approval for an All Alcohol license, previously a beer and wine only license, for Southcoast Pickleball LLC of 4 David Drown Blvd.

B. PUBLIC COMMENT

C. EXECUTIVE SESSION

Pursuant to G.L. c. 30A, § 21(a)(1) To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual. (Natalie A. Mello, Jessica Fidalgo)

D. APPOINTMENTS AND COMMUNITY ITEMS

1. Special One-Day All Alcohol License: Huttleston Harborfest, June 21, 2025, 11am-3:30pm and 7-9:30pm
2. Special One-Day Beer and Wine License: "A Night at the Library," July 11, 2025, 7-9pm
3. Historical: Proposed Gift in Perpetuity of the 1814 "Nimrod Cannon" by the New Bedford Whaling Museum
4. North Fairhaven Improvement Association: Street Closure: Music Night, July 13, 2025
5. North Fairhaven Improvement Association: Street Closure: Holiday Lighting, December 5, 2025
6. Event Procession Approval: Our Lady of Angels, August 30, 2025 and September 1, 2025
7. Reappointment Requests: Marine Resources: Michelle Potter; Belonging Committee: Jessica Fidalgo

E. ACTION / DISCUSSION

1. Review Conflict of Interest Disclosure: Wendy Drumm
2. Conservation Restriction: Wide Marsh Farm, Sconticut Neck Road
3. Conservation Restriction: Viveiros Field, Sconticut Neck Road
4. Kearsarge Solar Presentation
5. Resource Lighting & Energy
6. Atlas Tack Working Group Creation Discussion
7. Select Board Summer Meeting Schedule

F. TOWN ADMINISTRATOR REPORT

1. Resignations: Conservation Commission: Diane Tomassetti; Zoning Board of Appeals: Katharine MacPhail
2. Town Auction: 10 Livesey Pkwy on June 26 at 12:00pm
3. Deputy Fire Chief Appointment Process Update

G. BOARD MEMBER ITEMS / COMMITTEE LIAISON REPORTS

H. MINUTES

1. Accept the Select Board Open Session minutes of May 27, 2025
2. Accept the Select Board Executive Session minutes of May 27, 2025

I. NEWS AND ANNOUNCEMENTS

The next regularly scheduled Select Board meeting

J. EXECUTIVE SESSION

Pursuant to G.L. c. 30A, § 21(a)(2) [t]o conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel. (Fire Chief)

ADJOURN

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.



Monday, June 9, 2025

Public Hearing – 6:30p.m.

The purpose of the hearing is to consider approval for an All Alcohol license, previously a beer and wine only license, for Southcoast Pickleball LLC of 4 David Drown Blvd.



Town of Fairhaven
Massachusetts
40 Center Street · Fairhaven, MA · 02719

MEMORANDUM

To: Select Board

From: Town Administrator Office

Date: 06/02/25

Re: Approval of new ALL Alcohol License

Dear Board Members,

This is to request your approval for an All Alcohol License for South Coast Pickleball LLC, located at 2 David Drown Blvd., Fairhaven, MA.

As you know, the Town Meeting approved this license on May 4, 2024 (Article 24, Citizens' Petition), which was for a previously held beer and wine license to be expanded. Following this approval, special legislation (Bill # H4893) was enacted.

The next step in the process is for the board to formally approve a new All Alcohol license for South Coast Pickleball LLC.

Thank you for your attention to this matter.

Sincerely,

Susan Rizzo

**FAIRHAVEN SELECT BOARD
PUBLIC HEARING NOTICE
ABUTTERS' NOTICE
Monday June 9, 2025 at 6:30 pm
Town Hall 40 Center Street
Fairhaven, Massachusetts**

Notice is hereby given that the Fairhaven Select Board will conduct a Public Hearing at **6:30 P.M. on Monday June 9, 2025** in the Town Hall, 40 Center Street, Fairhaven, MA.

The purpose of the hearing will be to receive information and public comment to approve an ALL ALCOHOL License for South Coast Pickleball located at 2 David Drown Blvd., Fairhaven, MA

Date	Branch	Action
8/12/2024	House	Reported from the committee on Consumer Protection and Professional Licensure
8/12/2024	House	New draft of H4893
8/12/2024	House	Bill reported favorably by committee and referred to the committee on House Steering, Policy and Scheduling
9/5/2024	House	Committee reported that the matter be placed in the Orders of the Day for the next sitting
9/5/2024	House	Rules suspended
9/5/2024	House	Read second and ordered to a third reading
9/30/2024	House	Read third and passed to be engrossed
10/3/2024	Senate	Read and placed in the Orders of the Day for the next session
12/26/2024	Senate	Taken out of the Orders of the Day
12/26/2024	Senate	Read second, ordered to a third reading, read third and passed to be engrossed
12/30/2024	House	Enacted
12/30/2024	Senate	Enacted and laid before the Governor
1/3/2025	Executive	Signed by the Governor, Chapter 317 of the Acts of 2024

Acts (2024)

Chapter 317

AN ACT AUTHORIZING THE TOWN OF FAIRHAVEN TO GRANT AN ADDITIONAL LICENSE FOR THE SALE OF ALL ALCOHOLIC BEVERAGES TO BE DRUNK ON THE PREMISES

*Be it enacted by the Senate and House of Representatives in
General Court assembled, and by the authority of the same, as
follows:*

SECTION 1. (a) Notwithstanding section 17 of chapter 138 of the General Laws, the licensing authority of the town of Fairhaven may grant 1 additional license for the sale of all alcoholic beverages to be drunk on the premises pursuant to section 12 of said chapter 138 to Southcoast Pickleball LLC located at 4 David Drown boulevard in the town of Fairhaven. The license granted pursuant to this section shall be subject to all of said chapter 138, except said section 17.

(b) A license granted pursuant to this section shall only be exercised in the dining room of a common victualler or other such public rooms or areas as may be deemed reasonable and appropriate by the licensing authority as certified in writing.

(c) The licensing authority shall not approve the transfer of a license granted pursuant to this section to any other location, but it may grant the license to a new applicant at the same location if the applicant files with the licensing authority a letter from the department

of revenue and a letter from the department of unemployment assistance indicating that the license is in good standing with those departments and that all applicable taxes, fees and contributions have been paid.

(d) If a licensee terminates or fails to renew the license granted pursuant to this section or any such license is cancelled, revoked or no longer in use, the license shall be returned physically, with all of the legal rights, privileges and restrictions pertaining thereto, to the licensing authority which may, within 3 years of such return, then grant the license to a new applicant at the same location under the same conditions as specified in this section, otherwise such license shall dissolve.

(e) The license granted pursuant to this section shall be issued within 1 year after the effective date of this act; provided, however, that a license originally granted within that time period may be granted to a new applicant under subsections (c) and (d) thereafter.

SECTION 2. Upon the issuance of the license authorized under section 1, the licensee shall return physically, with all of the legal rights, privileges and restrictions pertaining thereto, to the licensing authority its license for the sale of wine and malt beverages to be drunk on the premises pursuant to section 12 of chapter 138 of the General Laws.

SECTION 3. This act shall take effect upon its passage.

Approved, January 3, 2025.



Monday, June 9, 2025

Executive Sessions

Pursuant to G.L. c. 30A, § 21(a)(1) To discuss the reputation, character, physical condition or mental health, rather than professional competence, of an individual, or to discuss the discipline or dismissal of, or complaints or charges brought against, a public officer, employee, staff member or individual. (Natalie A. Mello, Jessica Fidalgo)

AND to return to Open Session



Monday, June 9, 2025

Appointments and Community Items

1. Special One-Day All Alcohol License: Huttleston Harborfest, June 21, 2025, 11am-3:30pm and 7-9:30pm
2. Special One-Day Beer and Wine License: "A Night at the Library," July 11, 2025, 7-9pm
3. Historical: Proposed Gift in Perpetuity of the 1814 "Nimrod Cannon" by the New Bedford Whaling Museum
4. North Fairhaven Improvement Association: Street Closure: Music Night, July 13, 2025
5. North Fairhaven Improvement Association: Street Closure: Holiday Lighting, December 5, 2025
6. Event Procession Approval:
Our Lady of Angels, August 30, 2025 and September 1, 2025
7. Reappointment Requests:
Marine Resources: Michelle Potter;
Belonging Committee: Jessica Fidalgo



TOWN OF FAIRHAVEN

APPLICATION FOR SPECIAL LICENSE

General Law Chapter 138, Section 14

Date: 5-29-25

To the Licensing Board:

The undersigned hereby applies for a SPECIAL LICENSE under provisions of Chapter 138, Section 14
to sell

X

(Beer and Wine)

or

(All Alcoholic Beverages)

For a Huttleston HarborFest to be held at

Grimshaw Park, Fort Phoenix

by Discover Fairhaven

date Saturday, June 21st, 2025

from 11AM ; 7PM to 3:30PM ; 9:30PM

Name of Applicant: Alyssa Botelho

Address of Applicant: 40 Center Street

Fairhaven, MA 02719

Telephone: (508) 979-4085

For a banquet or public dinner, the applicant should be responsible, manager of the banquet or public dinner.

For a picnic, field day or outing, applicant should be a representative of responsible organization or individual.

FEE:

Beer & Wine \$50.00

All Alcoholic \$75.00

SELECT BOARD'S MEETING
Action Item

Monday June 9, 2025

One Day, beer and wine only, Liquor License
For the "A Night at the Library"
At the Millicent Library
45 Center St Fairhaven, MA

Application submitted by:
Allison Thiel

Date and Times to be held:

July 11, 2025
From
7 p.m.- 9 p.m.



TOWN OF FAIRHAVEN

APPLICATION FOR SPECIAL LICENSE

General Law Chapter 138, Section 14

Date: 5/12/2025

To the Licensing Board:

The undersigned hereby applies for a SPECIAL LICENSE under provisions of Chapter 138, Section 14

to sell

Beer and Wine

(Beer and Wine)

or

(All Alcoholic Beverages)

For a gala to be held at

the Millicent Library, for "Night at the Library" art & archives event

by the Millicent Library

date July 11th, 2025

from 7 to 9

Name of Applicant: Allison Thiel/Millicent Library

Address of Applicant: 22 Middle St./45 Center St.
Fairhaven MA 02719

Telephone: 508-992-5342

For a banquet or public dinner, the applicant should be responsible, manager of the banquet or public dinner.

For a picnic, field day or outing, applicant should be a representative of responsible organization or individual.

FEE:

Beer & Wine \$50.00

All Alcoholic \$75.00



Town of Fairhaven
Massachusetts
40 Center Street · Fairhaven, MA · 02719

MEMORANDUM

From: Michael Kelly, Chair, Fairhaven Historical Commission

Date: May 20, 2025

Re: proposed gift in perpetuity of the 1814 'Nimrod Cannon'

I'm writing to request 10 minutes on the next available Select Board meeting agenda, to present the details behind a proposed gift in perpetuity of the 1814 'Nimrod Cannon' by the New Bedford Whaling Museum to the Town of Fairhaven.

Please let me know if you need additional details, etc.

Best,
Michael
Chair, Fairhaven Historical Commission

Archaeological Interlude: 1996 Recovery of the Nimrod's (?) Cannons

In 1988 a reconnaissance permit was granted by the Massachusetts Board of Underwater Archaeology for the Kendall Whaling Museum for the purpose of documenting the presence of several cannons in the water off Round Hill. This reconnaissance survey led to the creation of a site map showing the locations of the cannons and other iron objects encountered during their metal detector survey of the project area. Surveying indicated the presence of four visible cannons that were eroded and covered by concretion that was 2"+ thick (Reid 1990). These cannons were all located within 60' of each other and spread in a linear pattern northwest to southeast. Also identified with the cannons were several other iron objects. These included the following:

- 1 cannonball approximately 4" in diameter
- 12 unidentified metal objects that were either totally or partially buried in the sand and not investigated
- 1 possible small mortar
- 2 three-foot-long "cylinders" with a thin concretion layer, possibly indicating more recent deposition not associated with the cannons
- 1 sash weight possibly from a marker buoy used in an earlier identification of the site

In 1996 an excavation permit was obtained by the Kendall Whaling Museum to raise the cannons discovered on the sea bed to the east of Round Hill. These cannons were believed to have been thrown overboard by the Nimrod when she was grounded. Eventually several cannons were raised including on very early style carronade dated 1778 (the possible small mortar identified during the survey) and four three pounder cannons. One additional cannon may have been recovered but this has not been confirmed. When the Kendall Museum went out of business in 199x, the cannons were distributed to several local historical societies with ties to the Nimrod. These are the Stonington, Connecticut Historical Society, the Wareham Historical Commission, the New Bedford Whaling Museum and the Falmouth Historical Society. All the cannons that were recovered measure 54" long and the bore of the Wareham example is just under 3". These are the same measurements for three pounder cannons in the late eighteenth century.

Unfortunately, no independent verification that these cannons were or were not from the Nimrod was conducted at the time that the site was identified and the cannons raised. This, compounded with the confusion caused by two separate groundings of the Nimrod in 1814 makes it difficult to say with certainty that these cannons actually came from the ship. In order to determine the likelihood that they were from Nimrod, the cannons themselves must be consulted to determine what they can tell us. Analysis of the cannons focused on the sizes of cannons present and their popularity of use during the War of 1812 as well as any markings that have been observed on the cannons themselves. Regarding the second line of investigation first, only the Wareham cannon and the carronade in the possession of the Whaling Museum have any markings visible at the present time. The Wareham cannon has a "6" stamped on the barrel just forward of the touchhole. This number is a founder's mark indicating the weight of the cannon itself. The 6 means that the cannon weighed 6 hundredweight (one hundred weight being 112 pounds) or 672 pounds. The Whaling Museum carronade has the date 1778 stamped on the right trunnion and a xx on the left trunnion face. This date is the date of manufacture, corresponding to the earliest production of this type of cannon. The other mark is unidentified at this time. The type of cannon recovered all appear to be 3 or less likely 4 pounders.



EVENT NOTIFICATION FORM

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

Date: 4/28/25
 Event: Music Night
 Event Date: 4/13/25
 Permit #: 5-2025-0381

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: Fairhaven

FIRE DEPARTMENT

Signed: [Signature]
 Title: Fire
 City/Town: Fairhar

BOARD OF SELECTMEN/CITY COUNCIL

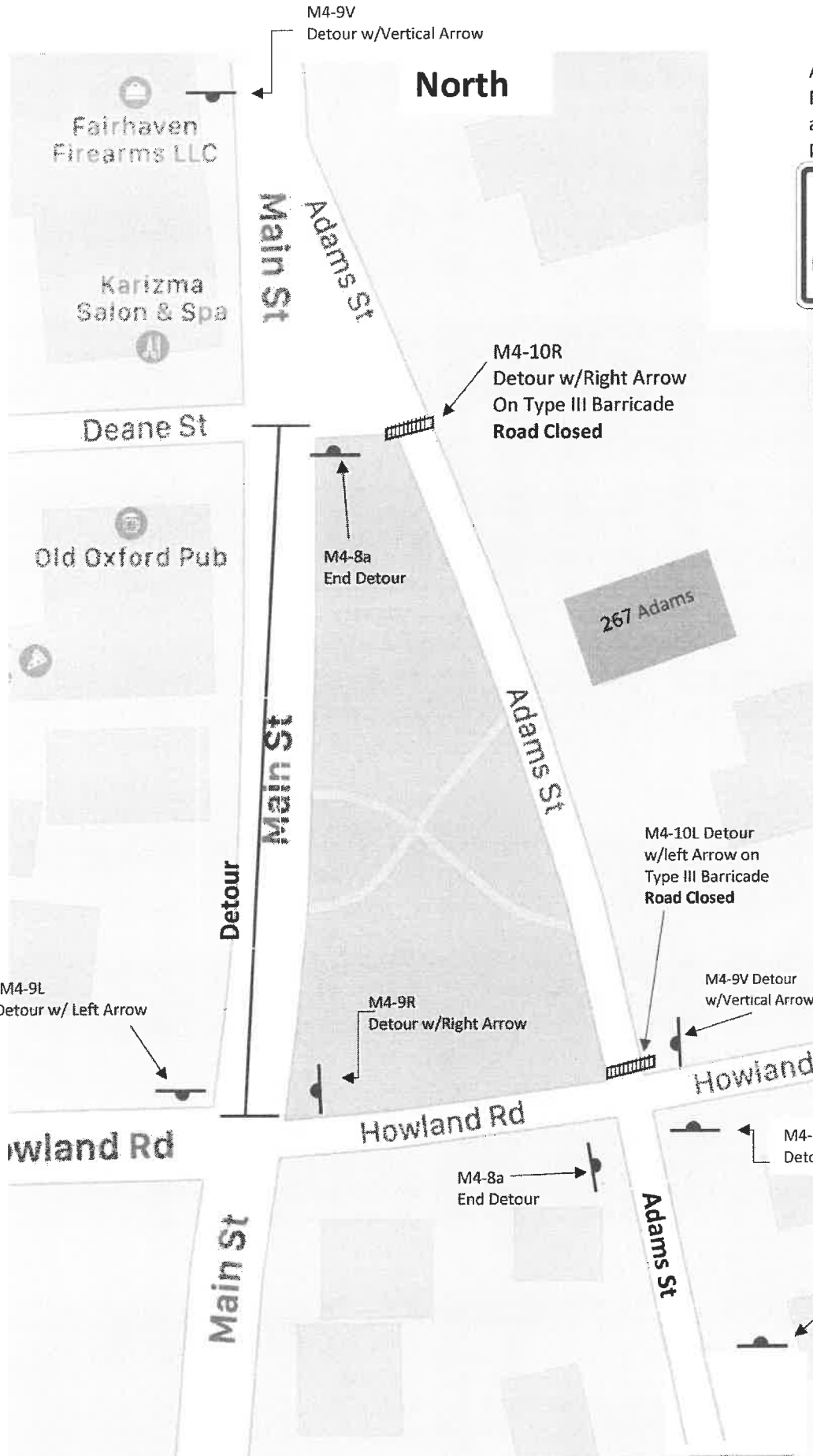
Signed: _____
 Title: _____
 City/Town: _____

STATE POLICE DEPARTMENT

Signed: _____
 Title: _____
 City/Town: _____

Detour Ahead →

Permit #:



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



R11-2



M4-10



M4-9



M4-8a

EVENT NOTIFICATION FORM

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

Date: 4/28/25
Event: Holiday Lighting
Event Date: 12/5/25
Permit #: 5-2025-0382

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: _____

Title: _____

City/Town: _____

FIRE DEPARTMENT

Signed: _____

Title: _____

City/Town: _____

BOARD OF SELECTMEN/CITY COUNCIL

Signed: _____

Title: _____

City/Town: _____

STATE POLICE DEPARTMENT

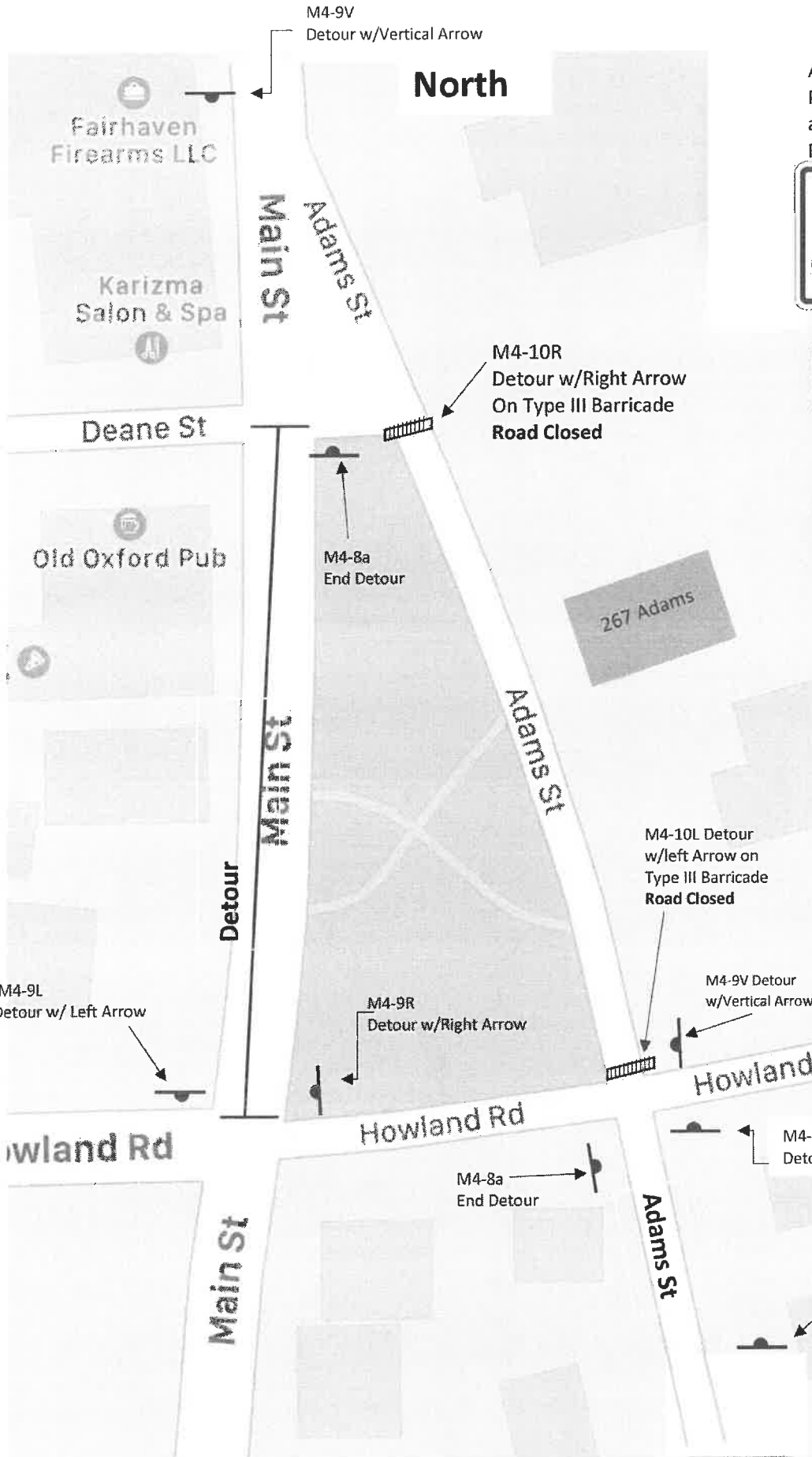
Signed: _____

Title: _____

City/Town: _____

Detour Ahead →

Permit #:



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



R11-2



M4-10



M4-9



M4-8a

Our Lady of Angels Religious Procession MASS Highway Notification Form

OLOA respectfully requests signature of the accompanying Mass Highway Notification form. The route is the same as in prior years and the Traffic Management Plan is the one mandated by Mass Highway as they have technical jurisdiction of Main St from Howland Rd to the Acushnet line.

As you can see, we have obtained approval by Fairhaven Police and Fire as well as Mass state Police.

NOTE: This IS NOT approval for the Feast itself or liquor or food permits, only the procession route. OLOA and Police leadership will appear in front of the Board with an agreed upon Security Plan for the Feast itself at a later date

GARY SOUZA
OLOA SECRETARY

EVENT NOTIFICATION FORM

Date: 6-2-2025

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

Dear Sir:

Please be advised that the Grantee(s) of this Event OUR LADY OF ANGELS CATHOLIC ASSN 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) MAIN ST in or through the City/Town(s) of FAIRHAVEN benefiting ST MARY'S CHURCH AND NUMEROUS CHARITABLE ORGS.

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: _____

NARRATIVE AND TRAFFIC MANAGEMENT PLAN

PERMIT APP. 5-2025-0436

Our Lady of Angels Catholic Association Religious Procession

Fairhaven, MA

August 30, 2025 between 6pm and 6:30pm and

Sept 1, 2025 between 1pm and 2:30pm

Contact: Gary Souza, 508-431-3966

Chieffpd51@yahoo.com

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 95 years. In conjunction with the Feast we hold 2 religious processions on Main St in North Fairhaven and have for the past 95 years but only became aware 4 years that a permit from Mass Highway was required.

The Selectmen, 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.

August 30 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 1 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

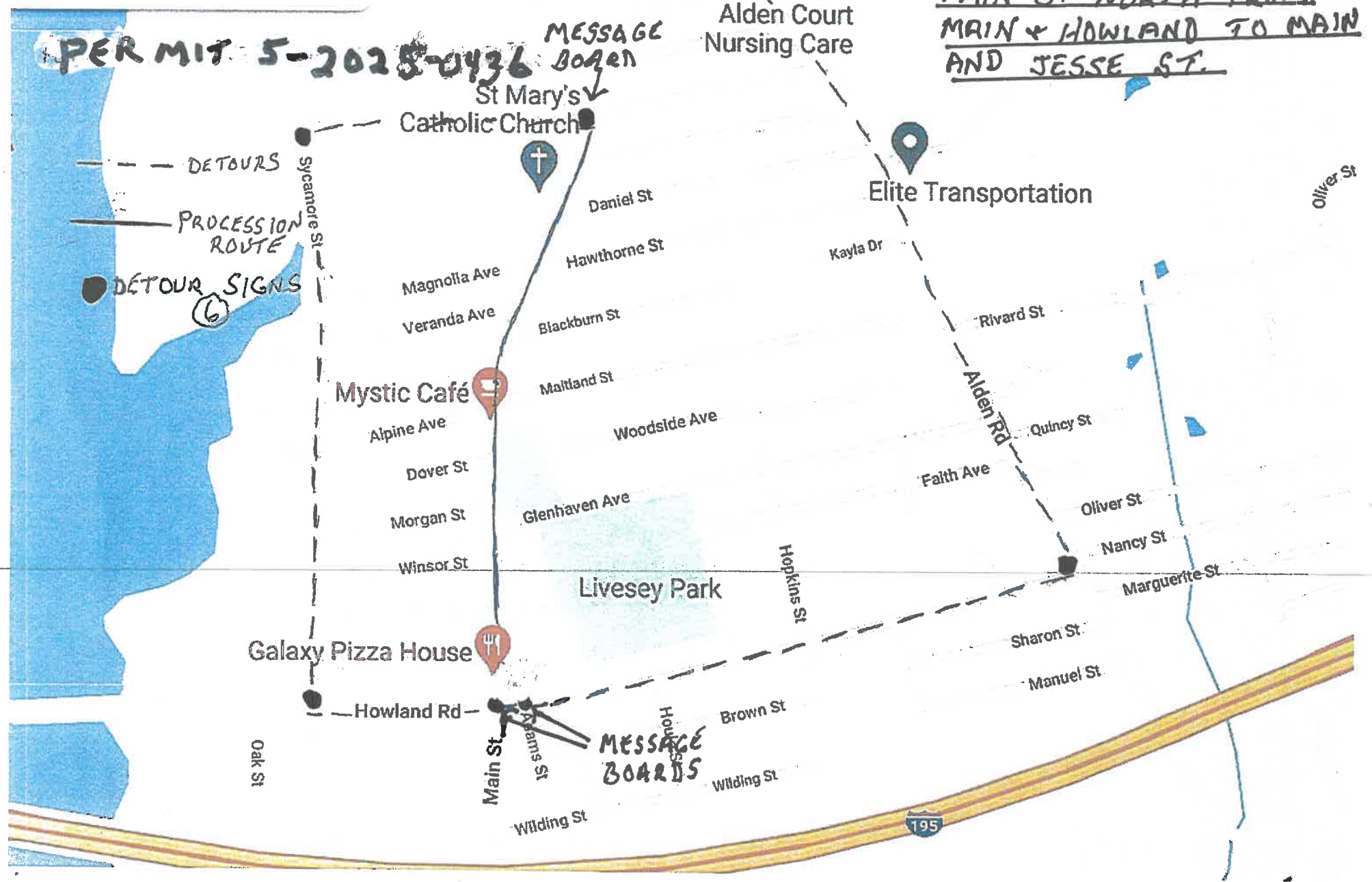
One police officer and cruiser will be posted at Main and Harding Rd and two with cruisers at Main and at Adams sts at Howland Rd. Their job will be to block the roadway, back up Detour signage and answer motorists questions. One each officer with cruiser will be at the front of the procession and one 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 5-2025-0436

MESSAGE BOARDS

AUG 30 PROCESSION
MAIN ST NORTH FROM
MAIN & HOWLAND TO MAIN
AND JESSE ST.



traffic and nearby places

PERMIT 5-2025-0436





Monday, June 9, 2025

Action / Discussion

1. Review Conflict of Interest Disclosure: Wendy Drumm
2. Conservation Restriction: Wide Marsh Farm, Sconticut Neck Road
3. Conservation Restriction: Viveiros Field, Sconticut Neck Road
4. Kearsarge Solar Presentation
5. Resource Lighting & Energy
6. Atlas Tack Working Group Creation Discussion
7. Select Board Summer Meeting Schedule

June 3, 2025

TO: The Select Board of Fairhaven
CC: Brandon Estrella, Kelly Kamera
FROM: Wendy Drumm, Vice Chairman of Fairhaven Conservation Commission:
wdrumm75@gmail.com 401-787-3530
RE: Request to exempt me from dismissal of my ConCom duties by the owners of 17 Turner

BACKGROUND

My neighbor, not an abutter, Mr. and Mrs Dubois, who have moved from Fairhaven, want to sell their ocean front property 17 Turner with engineering plans for houses. They require approval by Conservation. Recently 17 Turner asked to not allow my participation in the 17 Turner ConCom process. Very surprising since we have been good friendly neighbors...Apparently years ago, way before I ever was appointed to ConCom they brough a large bulldozer on their beach to offset lost sand. Someone (NOT ME) called ConCom; apparently there was a contentious meeting. They are suddenly blaming me(!)—I would appreciate the Board who can legally exempt (Section 19 (f) Section 23 (b) (3) me from their request; rule that I can do my job. I have had 2 meetings with Mass Ethics attorneys in the past 5 days and have been advised gain/loss disclosure process: and in fact there is no loss/gain and I testify to that. I never went on their property at the time.

My request is to honor the impartiality of ConCom by letting me (us) do my job—there is no legal reason for this owner to object to me (gain or loss)...and *this arbitrary request attacks the reputation of ConCom as an impartial expert commission; by allowing an owner to cavalierly decide who is allowed to rule on their behalf.*

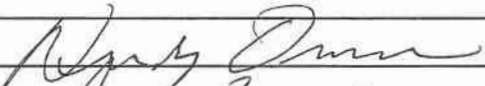
As appointees, please rule I can participate in the 17 Turner ConCom process before our June 16th ConCom meeting.

Sincerely, Wendy Drumm Vice-Chairman Fairhaven Commission



**DISCLOSURE BY NON-ELECTED MUNICIPAL EMPLOYEE OF FINANCIAL INTEREST
AND DETERMINATION BY APPOINTING AUTHORITY
AS REQUIRED BY G. L. c. 268A, § 19**

	MUNICIPAL EMPLOYEE INFORMATION
Name:	Wendy Drumm
Title or Position:	Vice-Chairman
Municipal Agency:	Fairhaven Conservation Commission
Agency Address:	Fairhaven Town Hall 40 Center Street Fairhaven, Mass 02719
Office Phone:	508-979-4023
Office E-mail:	
	My duties require me to participate in a particular matter, and note what if any financial interest that I am disclosing here. I request a consideration of exemption from my appointing authority.
	PARTICULAR MATTER
Particular matter E.g., a judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, or finding.	I am requesting a ruling on my behalf by the Select Board to allow me to do my job (please see below) re 17 Turner Avenue application to build. 17 Turner, the 4 th house down from me –with whom I have always had a very friendly relationship suddenly and certainly mistakenly blames me for a ConCom visit years ago when they started to bulldoze their beach. So they want me to recuse myself. I should note that owners Douglas and Kamryn Dubois have moved from Fairhaven. The land they plan to sell is about 700 feet away from my property. I have no financial gain or loss by their selling their land.
Your required participation in the particular matter: E.g., approval, disapproval, decision, recommendation, rendering advice, investigation, other.	I take my appointment very seriously. I am certified this August by MACC after taking 250 hours of courses that educate and inform on the duties of a Commissioner. .In short, My job is to evaluate environmental circumstances (for example buffer zones, velocity zones etc.) for the safest solutions for owners whilst considering preservation of buildable topography in proximity to wetlands.
	FINANCIAL INTEREST IN THE PARTICULAR MATTER

Write an X by all that apply.	<input type="checkbox"/> I have a financial interest in the matter. <input type="checkbox"/> My immediate family member has a financial interest in the matter. <input type="checkbox"/> My business partner has a financial interest in the matter. <input type="checkbox"/> I am an officer, director, trustee, partner or employee of a business organization, and the business organization has a financial interest in the matter. <input type="checkbox"/> I am negotiating or have made an arrangement concerning future employment with a person or organization, and the person or organization has a financial interest in the matter.
Financial interest in the matter	There is no financial gain or loss to W.Drumm with the sale of 17 Turner Avenue.
Employee signature:	
Date:	June 3, 2025

DETERMINATION BY APPOINTING OFFICIAL

APPOINTING AUTHORITY INFORMATION	
Name of Appointing Authority:	
Title or Position:	
Agency/Department:	
Agency Address:	
Office Phone:	
Office E-mail	
DETERMINATION	
Determination by appointing authority:	As appointing official, as required by G.L. c. 268A, § 19, I have reviewed the particular matter and the financial interest identified above by a municipal employee. I have determined that the financial interest is not so substantial as to be deemed likely to affect the integrity of the services which the municipality may expect from the employee.
Appointing Authority signature:	
Date:	
Comment:	

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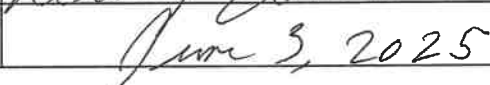
Attach additional pages if necessary.

The appointing authority shall keep this Disclosure and Determination as a public record.

Form revised February, 2012

**DISCLOSURE OF APPEARANCE OF CONFLICT OF INTEREST
 AS REQUIRED BY G. L. c. 268A, § 23(b)(3)**

	PUBLIC EMPLOYEE INFORMATION
Name of public employee:	Wendy Drumm
Title or Position:	Vice Chairman
Agency/Department:	Conservation Commission
Agency address:	Fairhaven Town Hall 40 Center Street Fairhaven, Mass 02719
Office Phone:	508-979-4023
Office E-mail:	
	<p>In my capacity as a state, county or municipal employee, I am expected to take certain actions in the performance of my official duties. Under the circumstances, a reasonable person could conclude that a person or organization could unduly enjoy my favor or improperly influence me when I perform my official duties, or that I am likely to act or fail to act as a result of kinship, rank, position or undue influence of a party or person.</p> <p>I am filing this disclosure to disclose the facts about this relationship or affiliation and to dispel the appearance of a conflict of interest.</p>
	APPEARANCE OF FAVORITISM OR INFLUENCE
Describe the issue that is coming before you for action or decision.	My neighbor (not an abutter) wants to sell their ocean front property with engineering plans for houses. They require approval by Conservation. Recently 17 Turner asked to not allow my participation in the ConCom process. Very surprising since we have been good friendly neighbors...Apparently years ago, way before I ever was appointed to ConCom they brought a large bulldozer on their beach to offset lost sand. Someone (NOT ME) called ConCom; apparently there was a contentious meeting. They are suddenly blaming me(!)—I would appreciate the Board who can legally exempt (Section 19 (f) Section 23 (b) (3) me from their request; ruling I can do my job. I have had 2 meetings with Mass Ethics attorneys in the past 5 days and have been advised gain/loss disclosure process: and in fact there is no loss/gain I can testify to that. I never went on their property.
What responsibility do you have for taking action or making a decision?	I share responsibility with 7 voting members of ConCom to evaluate and decide feasibility on proposals brought forward. Based on my several hundred site visits and hours of MACC classes I share my observations...I have a good reputation for looking for ideas to make plans work. 17 Turner (Douglas and Kamryn Dubois) will benefit by that.
Explain your relationship or affiliation to the person or organization.	Neighbor 4 th house down the road (note neighbor has moved from Fairhaven)

How do your official actions or decision matter to the person or organization?	As part of a governing group needing a quorum-- our actions matter as a group. The owner of the property will need to observe Fairhaven laws, State Laws, State Coastal Scientists, FEMA and so on.
Optional: Additional facts – e.g., why there is a low risk of undue favoritism or improper influence.	<p>Firstly: I have never used my appointment for any improper influence. I have no agenda for 17 Turner. I will be fair and impartial.</p> <p>I have had several conversations with Mass Ethics Attorneys. Re: I am submitting Mass Ethics Section 19 and Section 23 disclosure forms #1 and #7 that addresses a situation whereby there is no personal gain or loss for myself.</p> <p>My request is to honor the impartiality of ConCom by letting me (us) do my job—there is no legal reason for this owner to object to me (gain or loss)...and this arbitrary request attacks the reputation of ConCom as an impartial expert commission; by allowing an owner to cavalierly decide who is allowed to rule on their behalf.</p> <p>As appointees, please rule I can participate in the 17 Turner ConCom process.</p> <p>Thank you Wendy Drumm</p>
If you cannot confirm this statement, you should recuse yourself.	<p>WRITE AN X TO CONFIRM THE STATEMENT BELOW.</p> <p><input checked="" type="checkbox"/> X, Taking into account the facts that I have disclosed above, I feel that I can perform my official duties objectively and fairly.</p>
Employee signature:	
Date:	

Attach additional pages if necessary.

Not elected to your public position – file with your appointing authority.

Elected state or county employees – file with the State Ethics Commission.

Members of the General Court – file with the House or Senate clerk or the State Ethics Commission.

Elected municipal employee – file with the City Clerk or Town Clerk.

Elected regional school committee member – file with the clerk or secretary of the committee.



GRANTOR: TONY ALMEIDA
GRANTEE: BUZZARDS BAY COALITION, INC.
**THIRD PARTY RIGHT
OF ENFORCEMENT:** UNITED STATES OF AMERICA
ADDRESS OF PREMISES: 427 Sconticut Neck Rd.
Fairhaven, Massachusetts 02719
FOR GRANTOR'S TITLE SEE: Bristol County (South) Registry District
Certificate of Title _____

GRANT OF CONSERVATION RESTRICTION

Widemarsh Farm, Sconticut Neck Rd., Fairhaven

I. STATEMENT OF GRANT

TONY ALMEIDA, of 427 Sconticut Neck Road, Fairhaven, Bristol County, Massachusetts, 02719 being the 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, grants, 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"), and with a right of enforcement to the United States of America ("United States"), acting by and through the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS") on behalf of the Commodity Credit Corporation ("CCC") for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Fairhaven, Bristol County, Massachusetts containing a 19.36-acre portion (the "Premises") of a 22.65-acre property, 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.

This Conservation Restriction is acquired with funds provided, in part, under the Agricultural Conservation Easement Program ("ACEP"). Exhibit C is attached hereto and incorporated herein by reference and will run with the land *in perpetuity*. As required by 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, and as a condition of receiving ACEP funds, all present and future use of the Premises identified in Exhibit A is and will remain subject to the terms and conditions described forthwith in this Addendum entitled "Minimum Deed Terms For The Protection Of Agricultural Use" in Exhibit C that is appended to and made a part of this easement deed.

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. Grantee has received a letter dated April 14, 2004 from the Internal Revenue Service, a copy of which is on file at the offices of said Grantee, 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 (through limiting nonagricultural uses that negatively affect the agricultural use) along with forestry use and passive outdoor recreational 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 is just north of a significant 397-acre block of land already conserved, including Viveiros Farm (State APR), Winsegansett Marshes (owned by Fairhaven-Acushnet Land Preservation Trust) and Salt Winds Reserve (owned by Grantee).
- Soils and Soil Health. The Premises includes a majority of Prime Farmland and Farmland of Statewide Importance as identified by the Web Soil Survey of 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 Core Habitat and Critical Natural Landscape as defined by the Massachusetts Natural Heritage and Endangered Species Program (“NHESP”). BioMap, most recently updated in 2022, 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. BioMap 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 land use conversion and its associated impacts. Being entirely upland, development scenarios for the Premises proposed as many as two dozen homesites which would introduce impervious surfaces, stormwater runoff, wastewater, fertilizers and pesticides and other disturbance all of which would impact adjacent Nasketucket Bay and its natural resources and aquatic habitats.

- Working Farmland and/or Forest Land. The protection of the Premises will ensure that the open fields and forests contained on the Premises will be permanently available for agriculture and forestry that is consistent with the Purposes.
- Climate Change Resiliency. The Premises, as mapped by Massachusetts GIS, buffers salt marsh threatened by sea level rise and contains important upland buffer that, over time, will be available for the existing salt marsh to migrate into as sea level rise begins to flood adjacent low gradient, low elevation uplands. Protection of the Premises will strengthen resilience to climate change on Sconticut Neck which is of great importance to Fairhaven. 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 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 containing Prime Farmland and Farmland of Statewide Importance; 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 BioMap3 Core Habitat and Critical Natural Landscape and the goal of preserving landscapes important to the Town (Goal 6) such as those found on Sconticut 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 BioMap-designated Core Habitat and 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 Sconticut 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. Composting. Stockpiling, composting and occasional burning, during non-nesting seasons (generally October 1st through March 31st) of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises. No such activities shall allow for the creation of a dump site consisting of wood waste cited above nor take place closer than one hundred (100) feet from the Premises boundary or any wetland, waterbody or stream;

4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. 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 twelve (12) feet in width;
 - b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
 - c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;
8. 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;
9. Motorized Vehicles. Using motorized vehicles and equipment by persons with mobility impairments or as necessary for engaging in the Permitted Acts and Uses as permitted herein;

10. Outdoor Passive Recreational and Educational Activities. Hiking, walking, running, picnicking, tent camping, non-motorized biking, birding, horseback riding, cross-country skiing, snowshoeing, hunting, trapping, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;

11. Forest Management.

- a. Harvesting For Personal Use. The sustainable cutting of trees only for the Grantor's personal use, not to exceed two (2) cords per year or equivalent volume, shall not require a Forest Stewardship Plan.

12. 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 an Agricultural Land Easement Plan (“ALE Plan”) as described in Exhibit C, Section I.4., prepared for the Premises. In addition to the requirements set forth in Exhibit C, Section I.4., the ALE 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. No permanent structures shall be allowed on the Premises.
 - ii. The following improvements are permitted with prior notice to 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, electricity and/or other related utilities on, over or under the Premises, 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.
 - 2. The total footprint (as defined herein) of all Temporary Structures shall not exceed fifteen thousand (15,000) square feet in the aggregate. For the purposes of this Conservation Restriction, the term “footprint” shall mean that measurement encompassing the enclosed ground area, as measured from the exterior, at the point of contact with the ground.
 - 3. Wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation.

- 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;
- 13. Utilities. Subject to the requirements and restrictions set forth in Exhibit C, Section I.2.(C), installation, maintaining, repairing and replacing utility infrastructure (including, without limitation, electricity, water, sewer, gas, cable, internet, telephone) to serve the Excluded Area (as defined in Exhibit A below) and neighboring properties not subject to this Conservation Restriction that abut the Premises;
 - 14. Roads/Driveways. Subject to the requirements and restrictions set forth in Exhibit C, Section I.2.(C), construction, maintaining, repairing and improving roads and/or driveways serving the Agricultural Activities and Agricultural Structures as well as the Excluded Area (as defined in Exhibit A below) and neighboring properties not subject to this Conservation Restriction that abut, or are adjacent to, the Premises, provided that any such roads and/or driveways are surfaced only with pervious materials;
 - 15. Green Energy. Subject to the requirements and restrictions set forth in Exhibit C, Section I.2.(C), with prior written approval of the Grantee, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions (“Green Energy Structures”) to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantee will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to twenty percent (20%) at the time of installation, the power requirements of the Permitted Acts and Uses;
 - 16. Fences/Gates. Installing, maintaining, repairing, and replacing sight-pervious fences and gates and existing stone walls and, with prior written notice to the Grantee, constructing new stone walls of similar type, style and size and removing or altering existing stone walls to create openings for trails. Installation of new fences must be approved by Grantee.

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 Reserved Right 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.

There is hereby granted to Grantee, and its invitees, the right to enter the Premises, led by Grantee staff/board, or other appropriate guide, not more than four (4) times each year, with prior notice and at times mutually convenient for Grantee and Grantor, for the purposes of scenic enjoyment, natural resources study and environmental and/or agricultural education.

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 the United States, 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 and the United States, 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. and Exhibit C, Section II.4., 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, Grantee and the United States agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee and the United States per Exhibit C, Section II.4., with a fair market value that is equal to ninety-three percent (93%) (the "Proportionate Share") of the fair market value of the land unencumbered by this Conservation Restriction and the Proportionate Share will remain constant over time. Grantee shall disburse to the United States fifty percent (50%) of its Proportionate Share.

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 and the United States in accordance with Paragraph VI.B. and Paragraph VI.C. 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

Subject to the requirements and restrictions set forth in Exhibit C, Section I.2.(C), The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

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

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

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

B. Grantor's Liability

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

IX. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within 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;
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 by the United States in accordance with Exhibit C, Section II.5., 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: Tony Almeida
427 Sconticut Neck Rd.
Fairhaven, Massachusetts 02719

To Grantee: Buzzards Bay Coalition, Inc.
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. 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. Upon request, Grantor will supply a certificate of such insurance to Grantee. Grantor shall keep the Premises free of any liens arising out of work performed for, materials furnished to or obligations incurred by Grantor.

G. Taxes

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 and shall furnish Grantee with satisfactory evidence of payment upon request.

H. 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.

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

Grantor

Grantee Acceptance

Approval of Select Board

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

J. 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: USDA ACEP-ALE Minimum Deed Terms for The Protection of Agricultural Uses

WITNESS our hands and seals this ____ day of _____, 2025.

Tony Almeida

THE COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Tony Almeida, and proved to me through satisfactory evidence of identification which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, 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:

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Tony Almeida was accepted by Buzzards Bay Coalition, Inc. this _____ day of _____, 2025.

BUZZARDS BAY COALITION, INC.

Mark Rasmussen, Its President, duly authorized

Michael T. Huguenin, Its Assistant Treasurer, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2025, 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 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: _____

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 _____, 2025, the Select Board voted to approve the foregoing Conservation Restriction from TONY ALMEIDA 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

Charles K. Murphy, Sr.

Andrew Romano

Natalie A. Mello

Keith Silvia

Andrew B. Saunders

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Charles K. Murphy, Sr., Andrew Romano, Natalie A. Mello, Keith Silvia, and Andrew B. Saunders 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 Tony Almeida to Buzzards Bay Coalition, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2025

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2025, 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 subject to this Conservation Restriction, referred to herein as the Premises, is located in Fairhaven, Bristol County, Commonwealth of Massachusetts and described as follows:

The land in Fairhaven, Massachusetts, containing 19.36 acres, +/-, shown as "Conservation Restriction Area" on a plan of land titled "Conservation Restriction, 427 Sconticut Neck Road, Assessors Map 29 Lots 18 & 18D, Fairhaven, Massachusetts", dated January 24, 2024, by Farland Corp., 154 Huttleston Avenue, Fairhaven, MA 02719, filed in the Bristol County (South) Registry District as Plan # _____.

Being a portion of the same property conveyed to Tony Almeida by a deed filed _____, 2025 as Document _____ in the Bristol County (South) Registry District.

EXHIBIT C

USDA- NRCS February 2020

MINIMUM DEED TERMS FOR THE PROTECTION OF AGRICULTURAL USE

The Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq., facilitated and provided funding for the purchase of an Agricultural Land Easement ("ALE"), as described in this Agricultural Land Easement Deed ("ALE Deed"), on real property described in Exhibit A, hereafter referred to as "the Protected Property." As used herein, references to the "ALE Deed" include this Exhibit, except where explicitly stated otherwise.

TONY ALMEIDA ("Grantor"), **BUZZARDS BAY COALITION, INC.** ("Grantee"), and the **United States of America** (the "United States"), acting by and through the United States Department of Agriculture Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (jointly referred to as the "Parties") acknowledge that the ALE is acquired by the Grantee for the purpose of protecting the agricultural use and future viability, and related conservation values, by limiting nonagricultural uses that negatively affect the agricultural uses and conservation values of the Protected Property (the "Purpose of the ALE").

Baseline conditions of the Protected Property are set forth in a Baseline Documentation Report, a copy of which is maintained in the files of the Grantee.

In order to ensure compliance with the Agricultural Conservation Easement Program, 16 U.S.C. Section 3865 et seq. and 7 CFR Part 1468, the following rule of interpretation will govern any and all inconsistencies between this Exhibit and other provisions of the ALE Deed. Notwithstanding any other provision of the ALE Deed, the Parties agree that all present and future use of the Protected Property is and will remain subject to all of the terms and conditions identified in the following Sections I and II. If the terms and conditions in Sections I and II are inconsistent with terms and conditions in other portions of the ALE Deed, Sections I and II will control; provided, however, that if other portions of the ALE Deed have terms and conditions that are more restrictive to the rights of the Grantor and are consistent with the provision or intent of the terms and conditions in Section I, Paragraphs 1, 2, and 4, those more restrictive terms and conditions will control. If other portions of the ALE Deed are more restrictive to the rights of the Grantor than Section I, Paragraphs 3 and 5, and Section II, then Section I, Paragraphs 3 and 5, and Section II will control.

SECTION I - MINIMUM CONSERVATION DEED RESTRICTIONS

Even if the Protected Property consists of more than one parcel for real estate tax or any other purpose or if it was acquired previously as separate parcels, it will be considered one parcel for purposes of this ALE, and the restrictions and covenants of this ALE Deed will apply to the Protected Property as a whole. The terms and conditions of the ALE Deed run with the land and

are binding upon the Grantor and Grantee and their respective heirs, successors, agents, assigns, lessees, and any other person claiming under them, any and all of whom must comply with all terms and conditions of this ALE Deed, including the following:

1. Limitation on Impervious Surfaces. Impervious surfaces will not exceed fifteen thousand (15,000) square feet of the Protected Property, excluding NRCS-approved conservation practices. Impervious surfaces are defined as material that does not allow water to percolate into the soil on the Protected Property, including, but not limited to, buildings with or without flooring, paved areas, and any other surfaces that are covered by asphalt, concrete, or roofs. This limitation does not include public roads or other roads owned and controlled by parties with rights superior to those rights conveyed to Grantee by this ALE Deed.

2. Limitations on Nonagricultural Uses. Any activities inconsistent with the Purpose of the ALE are prohibited. The following activities are inconsistent with the Purpose of the ALE and are specifically prohibited, subject to the qualifications stated below:

(A) *Subdivision* – Separate conveyance of a portion of the Protected Property or division or subdivision of the Protected Property is prohibited.

(B) *Industrial or Commercial Uses* – Industrial or commercial activities on the Protected Property are prohibited except for the following:

(i) Agricultural production and related uses in accordance with the terms and conditions of this ALE Deed;

(ii) The sale of excess power generated in the operation of renewable energy structures and associated equipment or other energy structures that Grantee approves in writing as being consistent with the Purpose of the ALE and in accordance with the terms and conditions of this ALE Deed;

(iii) Temporary or seasonal outdoor activities or events that do not harm the Purpose of the ALE; and

(iv) Commercial enterprises related to agriculture or forestry including but not limited to: agritourism; processing, packaging, and marketing of farm or forest products; farm machinery repair; farm wineries; and small-scale retail enterprises compatible with agriculture or forestry, including but not limited to cafés, shops, and studios for arts or crafts.

(C) *Construction on the Protected Property* – Except as otherwise permitted in this **Section I, Paragraph 2(C)**, no structures or improvements, whether existing or in the future, may be constructed, replaced, or enlarged on the Protected Property.

Agricultural structures and utilities to serve approved buildings or structures, including on-farm energy structures allowed under **Section I, Paragraph 2(B)(ii)** and in this **Section I, Paragraph 3(C)** that neither individually nor collectively have an adverse impact on the Purpose of the ALE, may be located on the Protected Property with prior written approval of the Grantee.

New roads may be constructed if they are approved in advance by Grantee, within impervious surface limits, and are necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Maintenance of existing roads documented on the Baseline Documentation Report is allowed; however, existing roads may not be widened or improved unless widening and improving is within impervious surface limits, approved in advance by Grantee, and necessary to carry out the agricultural operations or other allowed uses on the Protected Property.

Fences may be maintained and replaced, and new fences installed if they are necessary for agricultural operations or other allowed uses on the Protected Property or to mark boundaries of the Protected Property. Maintenance, replacement, and installation of fences must be conducted in a manner consistent with the Purpose of the ALE.

(D) *Granting of Easements for Utilities and Roads* – The granting or modification of easements for utilities and roads is prohibited when the utility or road will adversely impact the Purpose of the ALE as determined by the Grantee in consultation with the Chief of NRCS.

(E) *Surface Alteration* – Grading, blasting, filling, sod farming, earth removal, or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Protected Property is prohibited, except for the following:

- (i) Dam construction pursuant to a plan approved by the Grantee to create ponds for agricultural use, fire protection, or wildlife enhancement, including enhancement through wetland restoration, enhancement, or creation;

- (ii) Erosion and sediment control pursuant to a plan approved by the Grantee;

- (iii) Soil disturbance activities required in the construction of approved buildings, structures, roads, and utilities provided that the required alteration has been approved in writing by Grantee as being consistent with the Purpose of the ALE; and

- (iv) Agricultural activities and related conservation activities conducted in

accordance with the terms and conditions of this ALE Deed and the agricultural land easement plan as described in Section I, paragraph 4.

(F) *Surface and Subsurface Mineral Exploration and Extraction* – Mining or extraction of soil, sand, gravel, oil, natural gas, fuel, coal, or any other mineral substance owned by Grantor as of the date of this ALE Deed or later acquired by Grantor, using any surface mining, subsurface mining, or dredging method, from the Protected Property is prohibited.

If a third party owns or leases the oil, natural gas, or any other mineral rights associated with the Protected Property at the time this ALE Deed is executed, and their interests have not been subordinated to this ALE, the Grantor must require, to the greatest extent possible, that any oil, natural gas, and mineral exploration and extraction conducted by such third party is conducted in accordance with this Paragraph (F). Any mineral leases or other conveyances of minerals entered into or renewed after the date of this ALE Deed are subordinate to the terms of this ALE Deed and must incorporate by reference this ALE Deed.

3. Preserving Agricultural Uses. The provisions of this ALE Deed and associated exhibits will not be interpreted to restrict the types of agricultural operations that can function on the Protected Property, so long as the agricultural operations are consistent with the long-term viability of the Protected Property and the Purpose of the ALE. No uses will be allowed that violate Federal laws, including Federal drug laws, or that decrease the ALE's protection for the Purpose of the ALE. Allowed uses of the Protected Property include the specific uses allowed in Section I, Paragraph (2)(B)(i)–(v) and the following activities, subject to the qualifications stated below:

(A) *Agricultural Production* – The production, processing, and marketing of agricultural crops and livestock are allowed provided these activities are conducted in a manner consistent with the terms of the ALE deed and the agricultural land easement plan described in Section I, Paragraph 4.

(B) *Forest Management and Timber Harvest* – Forest management and timber harvesting are allowed, provided these activities are carried out, to the extent practicable, in accordance with current, generally accepted best management practices for the sites, soils, and terrain of the Protected Property.

(C) *On-Farm Energy Production* – Renewable energy production is allowed for the purpose of generating energy for the agricultural and residential needs of the Protected Property. Renewable energy sources must be built and maintained within impervious surface limits and consistent with the Purpose of the ALE.

4. Agricultural Land Easement Plan. The Grantee shall prepare an agricultural land easement plan (the "ALE Plan") in consultation with the Grantor and as needed NRCS. The Grantee agrees to update the ALE Plan, in consultation with the Grantor and as needed, NRCS, in the event the agricultural uses or ownership of the Protected Property change. A copy of the

current ALE Plan is kept on file with the Grantee.

The ALE Plan shall describe the farm or ranch management system, describe the natural resource concerns on the Protected Property, describe the conservation measures and practices that may be implemented to address the identified resource concerns, and promote the long-term viability of the land to meet the Purpose of the ALE.

SECTION II - PROTECTION OF THE UNITED STATES' INTERESTS

1. United States Right of Enforcement. Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE Deed are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "Secretary") or the Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE Deed, as determined in the sole discretion of the Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this ALE Deed from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this ALE Deed from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the ALE Deed against the Grantor, up to the amount of the United States' contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE Deed and the United States ALE-Agreement with the Grantee, the United States will have reasonable access to the Protected Property. Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the ALE Deed and will give notice to Grantee and Grantor at the earliest practicable time.

2. General Disclaimer and Grantor Warranty. The United States, its employees, agents, and assigns disclaim and will not be held responsible for Grantee's or Grantor's negligent acts

or omissions or Grantee's or Grantor's breach of any representation, warranty, covenant, or agreements contained in this ALE Deed, or violations of any Federal, State, or local laws, including all Environmental Laws (defined below) including, without limitation, those that give rise to liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, costs of actions, or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the Protected Property.

Grantor must indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which United States may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's negligent acts, omissions, or breach of any representation, warranty, covenant, agreements contained in this ALE Deed or violations of any Federal, State, or local laws, including all Environmental Laws (defined below).

3. Environmental Warranty.

As used herein, "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection, and similar environmental health, safety, building, and land use as may now or at any time hereafter be in effect.

As used herein, "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution, or substance that may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with, and will remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Protected Property. Grantor further warrants that it has no actual knowledge of an undisclosed release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State law.

Furthermore, Grantor warrants the information disclosed to Grantee and United States regarding any past violations or noncompliance with Environmental Laws and associated remedial actions, or any past releases of Hazardous Materials and any associated remedial actions is complete and accurate.

Moreover, Grantor hereby promises to hold harmless and indemnify Grantee and the United States against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any hazardous materials on, at, beneath or from the Protected Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Protected Property. Grantor's indemnification obligation will not be affected by any authorizations provided by Grantee or the United States to Grantor with respect to the Protected Property or any restoration activities carried out by Grantee on the Protected Property; provided, however, that Grantee will be responsible for any Hazardous Materials contributed after this date to the Protected Property by Grantee.

4. Extinguishment, Termination, and Condemnation. The interests and rights under this ALE Deed may only be extinguished or terminated with written approval of the Grantee and the United States. Due to the Federal interest in this ALE, any proposed extinguishment, termination, or condemnation action that may affect the United States' interest in the Protected Property must be reviewed and approved by the United States.

With respect to a proposed extinguishment, termination, or condemnation action, the Grantee and the United States stipulate that the fair market value of the ALE is ninety-three percent (93%), hereinafter the "Proportionate Share," of the fair market value of the land unencumbered by this ALE. The Proportionate Share will remain constant over time.

If this ALE is extinguished, terminated, or condemned, in whole or in part, then the Grantor must reimburse Grantee and the United States an amount equal to the Proportionate Share of the fair market value of the land unencumbered by this ALE. The fair market value will be determined at the time all or a part of this ALE is terminated, extinguished, or condemned by an appraisal that meets the Uniform Standards of Professional Appraisal Practice (USPAP) or Uniform Acquisition Standards or Federal Land Acquisition (UASFLA). The appraisal must be completed by a certified general appraiser and be approved by the Grantee and the United States.

The allocation of the Proportionate Share between the Grantee and the United States will be as follows: (a) to the Grantee or its designee fifty percent (50%) percent of the Proportionate Share; and (b) to the United States fifty percent (50%) percent of the Proportionate Share. Until such time as the Grantee and the United States receive the Proportionate Share from the Grantor or the Grantor's successor or assign, the Grantee and the United States each have a lien against the Protected Property for the amount of the Proportionate Share due each of them. If proceeds from

termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the United States for the amount of the Proportionate Share due to the United States.

5. Amendment. This ALE Deed may be amended only if, in the sole and exclusive judgment of the Grantee and United States, by and through the Chief of NRCS, such amendment is consistent with the Purpose of the ALE and complies with all applicable laws and regulations. The Grantee must provide timely written notice to the Chief of NRCS of any proposed amendments. Prior to the signing and recordation of the amended ALE Deed, such amendments must be mutually agreed upon by the Grantee, Grantor, and United States, by and through the Chief of NRCS. Any purported amendment that is recorded without the prior approval of the United States is null and void.



GRANTOR: MARK A. VIVEIROS and CAROL L. MEDEIROS
GRANTEE: BUZZARDS BAY COALITION, INC.
THIRD PARTY RIGHT OF ENFORCEMENT: UNITED STATES OF AMERICA
ADDRESS OF PREMISES: 0 Sconticut Neck Rd. (Vacant Land)
Fairhaven, Massachusetts 02719
FOR GRANTOR'S TITLE SEE: Bristol County (Southern District) Registry of Deeds
Book 8720, Page 78

GRANT OF CONSERVATION RESTRICTION

Viveiros Field, Sconticut Neck Road, Fairhaven

I. STATEMENT OF GRANT

MARK A. VIVEIROS and **CAROL L. MEDEIROS** of 47 Gilbert Street, Fairhaven, Bristol County, Massachusetts 02719 being the joint owners 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, grants, 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"), and with a right of enforcement to the United States of America ("United States"), acting by and through the United States Department of Agriculture ("USDA") Natural Resources Conservation Service ("NRCS") on behalf of the Commodity Credit Corporation ("CCC") for Nine Hundred Thousand and 0/100ths Dollars (\$900,000.00), IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on land located in Fairhaven, Bristol County, Massachusetts containing 15.23 acres of a 16.23-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.

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. Grantee has received a letter dated April 14, 2004 from the Internal Revenue Service, a copy of which is on file at the offices of said Grantee, 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, forestry use and passive outdoor recreational 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 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 nearby land already conserved, including lands protected by the Grantor, the Grantee, Fairhaven-Acushnet Land Preservation Trust and the Commonwealth’s Department of Agricultural Resources.
- Soils and Soil Health. The Premises include a majority of Prime Farmland and Farmland of Statewide & Unique Importance as identified by the Web Soil Survey of 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.
- Water Quality. Protection of the Premises will prevent the potential development of up to six 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 a Coastal Adaptation Area a component of the 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 slightly below 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 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 containing Prime Farmland and Farmland of Statewide Importance; 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 BioMap Core Habitat and Critical Natural Landscape and the goal of preserving landscapes important to the Town (Goal 6) such as those found on Sconticut 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 BioMap-designated Core Habitat and 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 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. No such activities shall allow for the creation of "stump dumps" nor take place closer than one hundred (100) feet from the Premises boundary or any wetland, waterbody or stream;
4. Natural Habitat and Ecosystem Improvement. With prior written approval of the Grantee, conducting measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, ecosystem function, or rare or endangered species including planting native trees, shrubs, and other vegetation;
5. Archaeological Investigations. Conducting archaeological activities, including without limitation archaeological research, surveys, excavation and artifact retrieval, but only in accordance with an archaeological field investigation plan, which plan shall also

address restoration following completion of the archaeological investigation, prepared by or on behalf of the Grantor and approved in advance of such activity, in writing, by the Massachusetts Historical Commission State Archaeologist (or appropriate successor official) and by the Grantee. A copy of the results of any such investigation on the Premises is to be provided to the Grantee;

6. Trails. Maintaining and constructing trails as follows:

- a. Trail Maintenance. Conducting routine maintenance of trails, which may include widening trail corridors up to twenty (20) feet in width overall, with a treadway up to twelve (12) feet in width.
- b. New Trails. With prior written approval of the Grantee, constructing new trails or relocating existing trails, provided that any construction or relocation results in trails that conform with the width limitations above.
- c. Trail Features. With prior written approval of the Grantee, constructing bog bridging, boardwalks, footbridges, railings, steps, culverts, benching, cribbing, contouring, or other such features, together with the use of motorized equipment to construct such features;

7. Signs. Constructing, installing, maintaining, and replacing signs and informational kiosks with respect to the Permitted Acts and Uses, the Purposes, the Conservation Values, trespass, public access, identity and address of the Grantor, sale of the Premises, the Grantee's interest in the Premises, boundary and trail markings, any gift, grant, or other applicable source of support for the conservation of the Premises;

8. Motorized Vehicles. Using motorized vehicles by persons with mobility impairments or as necessary for engaging in the Permitted Acts and Uses as permitted herein;

9. Outdoor Passive Recreational and Educational Activities. Hiking, horseback riding, cross-country skiing, snowshoeing, hunting, trapping, nature observation, nature and educational walks and outings, outdoor educational activities, and other non-motorized outdoor recreational and educational activities;

10. Forest Management.

- a. Harvesting For Personal Use. The sustainable cutting of trees only for the Grantor's personal use, not to exceed two (2) cords or equivalent volume, per year shall not require a Forest Stewardship Plan.

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, approved in writing by the Grantee and a copy provided to the Grantee within one (1) year from the recording of this Conservation Restriction. 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. No permanent structures shall be allowed on the Premises.
 - ii. The total footprint (as defined herein) of all Temporary Structures (as defined herein) shall not exceed thirteen thousand two hundred sixty (13,260) square feet in the aggregate. For the purposes of this Conservation Restriction, the term “footprint” shall mean that measurement encompassing the enclosed ground area, as measured from the exterior, at the point of contact with the ground.
 - iii. The following improvements are permitted with notice to 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, electricity and/or other related utilities on, over or under the Premises, fencing, hayracks, “run-in” shelters or other three-sided shelters, birdhouses, 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.
 - 2. Wells, including but not limited to artesian wells, and any irrigation structures that require subsurface installation.
- e. Agricultural Setback. A one hundred foot (100’) wide band projecting landward from the present tree line at the eastern (salt marsh) end of the existing field, as shown in the Baseline Report, will be limited to the production of hay only. No other agricultural uses will be permitted in this portion of the Premises.
- f. 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.

12. Utilities. Installation, maintaining, repairing and replacing underground utility infrastructure (including, without limitation, electricity, water, sewer, gas, cable, internet, telephone) to serve neighboring properties not subject to this Conservation Restriction that abut the Premises as well as the portion of the subject property that is not subject to this Conservation Restriction.
13. Roads/Driveways. Construction, maintaining, repairing and improving pervious roads and/or pervious driveways not to exceed twelve (12) feet in width to serve the Agricultural Activities and Agricultural Structures as well as neighboring properties owned by the Grantor and not subject to this Conservation Restriction that abut, or are adjacent to, the Premises. The total footprint (as defined herein) of all Roads/Driveways shall not exceed twenty six thousand five hundred thirty (26,530) square feet in the aggregate.
14. Green Energy. With prior written approval of the Grantee, constructing energy producing structures and associated transmission lines that produce negligible or no pollution or carbon emissions ("Green Energy Structures") to supply power for any Permitted Acts and Uses on the Premises. In addition to the terms of Paragraph III.E., when considering whether to grant approval, the Grantee will take into consideration the energy needs related to the relevant Permitted Act(s) and Use(s). While it is agreed that some power may be fed back into the public power grid during high production periods, such Green Energy Structures shall be limited to a capacity not higher than that necessary to meet, or exceed by up to twenty percent (20%) at the time of installation, the power requirements of the Permitted Acts and Uses;

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.
 - 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.

There is hereby granted to Grantee, and its invitees, the right to enter the Premises, led by Grantee staff/board, or other appropriate guide, not more than four (4) times each year, with prior notice and at times mutually convenient for Grantee and Grantor, for the purposes of scenic enjoyment, natural resources study and environmental and/or agricultural education.

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 the United States 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 and the United States, 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, Grantee and the United States agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee and the United States, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. The proportionate value of the Grantee and the United States's property right as of the Effective Date (See Paragraph XII.) was determined to be fifty percent (50%). Such proportionate value of the Grantee and the United States's property right shall remain constant. The fair market value of the real property right will be determined at the time all, or a part, of this Conservation Restriction is terminated, released or extinguished.

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, Grantee and the United States in accordance with Paragraph VI.B. and Paragraph VI.C. 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

Subject to the United States' right of enforcement, the benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except when all of the following conditions are met:

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

VIII. SUBSEQUENT TRANSFERS

A. Procedure for Transfer

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee not less than twenty (20) days prior to the effective date of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. If the Grantor fails to reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, then the Grantee may record, in the applicable registry of deeds, or 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 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;
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 by the United States, 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: Carol L. Medeiros
47 Gilbert St.
Fairhaven, MA 02719
508-542-1950
carolmedeiros@comcast.net and chris@medeiroscorp.com

To Grantee: Buzzards Bay Coalition, Inc.
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. 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. Upon request, Grantor will supply a certificate of such insurance to Grantee. Grantor shall keep the Premises free of any liens arising out of work performed for, materials furnished to or obligations incurred by Grantor.

G. Taxes

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 and shall furnish Grantee with satisfactory evidence of payment upon request.

H. 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.

I. United States Right of Enforcement

Pursuant to 16 U.S.C. Section 3865 et seq., the United States is granted the right of enforcement that it may exercise only if the terms of the ALE Deed (a/k/a Conservation Restriction) are not enforced by the Grantee. The Secretary of the United States Department of Agriculture (the "USDA Secretary") or the USDA Secretary's assigns, on behalf of the United States, may exercise this right of enforcement under any authority available under State or Federal law if the Grantee, or its successors or assigns, fails to enforce any of the terms of this ALE Deed, as determined in the sole discretion of the USDA Secretary.

In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement or remedial action related to the enforcement of this ALE Deed from the Grantor, including, but not limited to, attorney's fees and expenses related to Grantor's violations. In the event the United States exercises this right of enforcement, it is entitled to recover any and all administrative and legal costs associated with any enforcement of this ALE Deed from the Grantee, including, but not limited to, attorney's fees and expenses related to Grantee's violations or failure to enforce the ALE Deed against the Grantor, up to the amount of the United States' contribution to the purchase of the ALE.

The Grantee will annually monitor compliance and provide the United States with an annual monitoring report that documents that the Grantee and Grantor are in compliance with the ALE Deed. If the annual monitoring report is insufficient or is not provided annually, or if the United States has a reasonable and articulable belief of an unaddressed violation, as determined by the Secretary, the United States may exercise its right of inspection. For purposes of inspection and enforcement of the ALE Deed and the United States ALE-Agreement with the

Grantee, the United States will have reasonable access to the Protected Property (a/k/a Premises). Prior to its inspection of the Protected Property, the United States shall provide advance notice to Grantee and Grantor and provide Grantee and Grantor a reasonable opportunity to participate in the inspection.

In the event of an emergency, the United States may enter the Protected Property to prevent, terminate, or mitigate a potential or unaddressed violation of the ALE Deed and will give notice to Grantee and Grantor at the earliest practicable time.

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

Grantor

Grantee Acceptance

Approval of Select Board

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

K. 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 _____, 2025.

Mark A. Viveiros

Carol L. Medeiros

THE COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Mark A. Viveiros and Carol L. Medeiros, , as aforesaid, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: _____

ACCEPTANCE OF GRANT

The foregoing Conservation Restriction from Mark A. Viveiros and Carol L. Medeiros was accepted by Buzzards Bay Coalition, Inc. this _____ day of _____, 2025.

BUZZARDS BAY COALITION, INC.

Mark Rasmussen, Its President, duly authorized

Michael T. Huguenin, Its Assistant Treasurer, duly authorized

THE COMMONWEALTH OF MASSACHUSETTS

_____ County, ss:

On this _____ day of _____, 2025, 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 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, hereby certify that at a public meeting duly held on _____, 2025, the Select Board voted to approve the foregoing Conservation Restriction from Mark A. Viveiros and Carol L. Medeiros 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

Charles K. Murphy, Sr.

Andrew Romano

Natalie A. Mello

Keith Silvia

Andrew B. Saunders

THE COMMONWEALTH OF MASSACHUSETTS

County, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Charles K. Murphy, Sr., Andrew Romano, Natalie A. Mello, Keith Silvia, and Andrew B. Saunders 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 Mark A. Viveiros and Carol L. Medeiros to Buzzards Bay Coalition, Inc. in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

Dated: _____, 2025

Rebecca L. Tepper
Secretary of Energy and Environmental Affairs

THE COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this _____ day of _____, 2025, before me, the undersigned notary public, personally appeared Rebecca L. Tepper, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

EXHIBIT A

Legal Description of Premises

The land in Fairhaven, Bristol County, Massachusetts, containing 15.23 acres \pm , shown as "Sconticut Neck Road Town of Fairhaven Assessors' Plat 29 Lot 20 Conservation Restriction Area" on a plan of land titled "Plan of Conservation Restriction", at "Assessors' Plat 29 Lot 20 Sconticut Neck Road, Fairhaven, MA", dated March 29, 2024, by Southcoast Engineering, P.O. Box N 217 Westport MA 02790, recorded in Plan Book _____ at Page _____ in the Bristol County (Southern District) Registry of Deeds ("Premises").

The Premises specifically excludes the land containing 43,680 \pm Square Feet, shown as "Excluded Area" on the above-referenced plan.

Being a portion of the same property conveyed to Mark A. Viveiros and Carol L. Medeiros by a deed recorded July 7th, 2017 in Deed Book 8720 at Page 78 in the Bristol County (Southern District) Registry of Deeds.



Fairhaven Solar PV and Energy Storage Facility

June 9th Selectboard Meeting



June 9, 2025

Kearsarge Energy

Turnkey Renewable Energy Project Developer, Owner & Operator Since 2009

- 300+ MW/MWh of solar and energy storage projects developed, financed, owned and operated
 - Leading developer based in Massachusetts with a public-private partnership focus
 - Strong balance sheet with no outside investors allows us to be flexible and responsive
 - Excellent reputation for quality, deliverability and integrity
 - Every project matters

- Portfolio of municipal partnerships across Massachusetts
 - Over 65 + solar projects completed in MA with both private and public partners
 - Focus on landfills, and underutilized land
 - Partnered with public entities on +140 MW of solar projects in New England including 60+ Power Purchase Agreements (PPAs)
 - Strong relationships at Eversource and the DPU

- Long-term Local Owners
 - Kearsarge owns and operates all the projects we develop & build
 - Top tier components
 - Local team in MA to respond to O&M and administer all contracts and asset management



2.7 MW Kearsarge GB (Great Barrington, MA)

Project Case Study : Kearsarge Kingston Landfill (Kingston, MA)

- System Size: 2.8 MW DC / 900 kW AC with DC Coupled Energy Storage
- Commercial Operations Date: March 2023
- Approximate Annual Production: 3,594,421 kWh
- Kearsarge will deliver more than \$2.9 million of estimated benefits to the Town of Kingston, MA in connection with the project
- Kearsarge was asked to find a way to remove a defunct wind turbine with no upfront costs to the Town
- Kearsarge offered an adjustment to the Power Purchase Agreement (“PPA”) rate over 10 years based on actual costs



Project Layout

5 MW DC / 3 MW AC + DC Coupled Energy Storage Systems

- Kearsarge estimates **\$350,000-\$450,000 of annual benefits to Fairhaven** in the form of lease revenue, tax revenue and electricity bill savings based on initial analysis
- Projects could utilize the existing 3 MW AC interconnection approved by Eversource for the wind turbines
- In total, projects are expected to produce approximately 6.6 million kWh annually.
- Kearsarge to discuss clear-cutting bylaw provisions with selectboard and Planning Department.
- Project avoids wetlands, flood zones, and protected open space areas.



Curriculum & Community Outreach

- Kearsarge will coordinate with Fairhaven schools on developing educational curriculum, learning tools, site tours and other aspects to enhance the value of this project to the local community
 - Provide a real-world learning experience
 - Site visits during construction
- Prior Experience
 - Kearsarge worked with the Duxbury Public Schools, e.g. on a customized, multidisciplinary approach to incorporating the technical, data analysis, regulatory and political aspects of the solar system into elementary, middle, and high school curriculum
 - Incorporated in 4 classes at Norfolk Ag High School
- Kearsarge plans to utilize local firms and labor for the permitting and construction of the projects, creating local jobs and ensuring that the money spent on the development of the projects stays in Massachusetts

Thank you

Andrew Bernstein

Kearsarge Energy

1380 Soldiers Field Road, Suite 3900

Boston, MA 02135

(617) 393-4222 / abernstein@kearsargeenergy.com

www.kearsargeenergy.com



Addendum to RLE's EV Charging Station Proposal

This Addendum is executed concurrently with the signing of RLE's EV Charging Station Proposal (the "Proposal") by the undersigned parties. Pursuant to the Proposal, the Customer has the option to enroll in RLE's EV Charging Station Installation Loyalty Program (the "Loyalty Program"), a program designed to offset costs for valued customers and partners.

As part of this agreement, RLE shall provide a one-time credit in the amount of **\$20,689** to the **Town of Fairhaven** or its assigns. Consequently, the net cost set forth under the section titled "**Cost of Services**" in the EV Charging Proposals for: **1) West Island Town Beach, 2) Cushman Park, 3) Fort Phoenix, 4) DPW, 5) Rec. Dept. 6) Dana Court 7) Oxford Terrace** shall be deemed fully credited and shall not be payable by the **Town of Fairhaven** or its assigns.

Notwithstanding the Customer's decision regarding enrollment in the Loyalty Program, RLE's **one-year warranty** shall remain in full force and effect. RLE shall, at no charge to the Customer or the Owner, repair or replace any nonconforming equipment in accordance with the terms of the Proposal.

By signing below, the parties acknowledge and agree to the terms of this Addendum. Please sign, date, and return a copy of this agreement to RLE for our records.

All the best,
Resource Lighting and Energy, Inc.

By:

Jon Scavone – RLE
Not Individually

Date

By:

Town of Fairhaven
Duly Authorized

Date



Town of Fairhaven
40 Center St
Fairhaven, MA 02719

May 19th, 2025

Project: West Island Town Beach EV Charging

Our team at Resource Lighting and Energy, Inc., ("RLE.") is pleased to present you ("Customer") with this agreement for **Electric Vehicle (EV) Charging Equipment Installations** at **West Island Town Beach, Fairhaven, MA.** (the "Owner"). This totals 1, dual-port Level 2 Charging Station at **Fir St, Fairhaven, MA 02719.** (the "Property"). The details of the installation locations are shown in the attachments provided.

Electric Vehicle (EV) Charging Station Install

SCOPE OF WORK:

• Electric Utility Infrastructure, Design, and Labor/Installation	\$ 30,528
• Project Engineering	\$ 2,500
• (1) Electric Vehicle Charging Station	\$ 12,966
• Network Software	\$ 0
• Signage, & ADA Compliant Parking Spot	\$ 790
• Bollards – (Not Covered by Incentive)	\$ 2,800
<hr/>	
• SUBTOTAL	\$ 49,584

INCENTIVES & REBATES AVAILABLE

• MA EVIP Rebate (capped at \$50,000 per Address)	\$ 46,784
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If an electrical service upgrade or any additional electrical work beyond the proposed budget is required, the Town of Fairhaven reserves the right to pause the project until the additional costs are assessed and a change order is reviewed and approved. Additionally, if there are any changes to incentives or rebates following the State's review, the Town of Fairhaven reserves the right to reassess these changes with RLE and may place the project on hold or cancel if they result in increased out-of-pocket expenses.

NET CUSTOMER COST: \$ 2,800

Summary of Efficiency Solutions

The estimated costs and utility incentives for the proposed energy efficiency solutions are as follows:

- The total turnkey project cost is **\$49,584**
- This project qualifies for **\$46,784** in EVIP rebates.
- The customer's total out-of-pocket cost will be **\$2,800**

Incentives and Rebates

The incentive referenced above is available through **Mass EVIP**. RLE estimates the incentive based on the program details available at the time of this proposal. However, we are not responsible for any changes made to the program by the state.

The customer is responsible for covering the net project cost. RLE will receive the **Mass EVIP** incentive for both the **installation** and **charging stations**, the project cost in its entirety.

The customer will pay RLE the allotted **EVIP incentive** after the installation is completed, and they are paid by **Mass EVIP**. **Mass EVIP** issues payment directly to the station owner once the installation is finished and submitted for payment.

This proposal is valid for **30 days**.

EV Charging Incentive Proposal

The EV Charging solution will be implemented as a turnkey project, with RLE handling project management, obtaining permits, trash removal, recycling, and commissioning. All work will be carried out in compliance with applicable codes. Pricing is based on standard work performed during normal business hours at non-prevailing wage rates. This proposal does not cover the correction of existing faulty wiring or code violations. If such issues are discovered during installation, a separate price will be provided for repairs, which will only proceed upon the Customer's written consent.

The system is designed with an additional transformer, disconnect, and power panel to support the charging stations. This setup allows for easy servicing of the stations and reduces future costs for adding additional stations.

The proposal includes the installation of electric vehicle charging stations in the parking areas specified in the attached maps and designs. RLE will assume full responsibility for processing, submitting the required documents, conducting inspections, and meeting all other requirements from local permitting authorities and utilities.



Warranties

RLE, or its assigns, will perform the services and installation of the equipment and systems outlined in this Agreement in a professional and workmanlike manner, complying with all applicable laws. The EV installation is warranted to be free from defects in materials and workmanship for one year from the completion date. During this one-year period, regardless of any waiver of maintenance progress, RLE, at its sole discretion, will repair or replace any nonconforming equipment at no cost to the Customer or Owner.

The EV charging equipment manufacturers provide a 3-year warranty on the equipment. After the first year from installation, it is the Customer's responsibility to contact the manufacturers directly for any repairs or replacements under warranty. RLE will handle all claims within the first year. Manufacturer contact details and an assignment of all warranties will be provided to the Customer. RLE will also assist with any warranty claims during the first year following project completion.

Under no circumstances shall RLE be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost profits), or any costs of cover related to the efficiency solutions or their use. No other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, are provided.

Cost of Services

The total installed cost for this project is **\$49,584**, less the utility incentive of **\$46,784**, resulting in an out-of-pocket cost of **\$2,800**. The Customer will pay this net cost of **\$2,800** to RLE as follows:

1. The Customer will pay the full amount to RLE once the project is completed and the Mass EVIP incentive has been paid to the Customer.
2. This payment includes the full amount of the MASS EVIP incentive, plus any out-of-pocket costs.

RLE agrees to indemnify, defend, and hold harmless the Owner, Customer, and their respective agents (collectively referred to as the "Indemnitees") from any and all claims, damages, losses, expenses (including attorneys' fees), liabilities, interest, liens, or judgments arising from any injury, damage, or harm (including death) to persons or property caused by or resulting from the execution of the work, or any changes, modifications, or amendments to the work by change order or otherwise. RLE assumes responsibility for defending any legal action brought against the Owner or Customer, their officers, agents, servants, and employees.

The parties agree to attempt to resolve any claims, disputes, or matters arising from this Contract through mediation, which is a condition precedent to binding dispute resolution. Unless mutually agreed otherwise, mediation will be administered by the American Arbitration Association (AAA) in accordance with its Construction Industry Mediation Procedures. If mediation fails to resolve the issue, the parties agree to submit to binding arbitration, administered by the AAA in accordance with its Construction Industry Arbitration Rules. Costs for arbitration will be shared equally, with the prevailing party potentially entitled to reasonable attorney's fees and costs, as determined by the arbitrator.

RLE irrevocably submits to the jurisdiction of any state court or federal court located in Massachusetts. This Contract will be governed by the laws of the State of Massachusetts.

Neither party may assign the Contract without the written consent of the other, except that the Customer may assign the Contract without the Contractor's consent.

Insurance Coverage

RLE will maintain the following insurance coverage:

- **Worker's Compensation Insurance** with employer's liability coverage of at least \$100,000 per occurrence.
- **Non-Occupational Disability Insurance**, if required by law.
- **Commercial General Liability Insurance**, including blanket contractual, automobile non-ownership, and personal injury liability, with a combined single limit of at least \$3,000,000 per occurrence for bodily injury, death, and property damage.

All insurance will be written by carriers and in a form that is satisfactory to the Owner (and its lenders or investors, if required), with coverage limits on an "occurrence basis." The Owner and Customer will be named as additional insureds, excluding worker's compensation coverage.

RLE will provide the Owner and Customer with certificates or a memorandum of insurance, along with notice of any cancellation or material change to the coverage at least 30 days in advance.

We appreciate the opportunity to collaborate on your energy needs. If you are in agreement with the terms of this Contract, please sign, date, and return a copy to my attention.

All the best,

Resource Lighting and Energy, LL

By:

Jon Scavone – RLE
Not Individually

Date

By:

Town of Fairhaven
Duly Authorized

Date

Town of Fairhaven
40 Center St
Fairhaven, MA 02719

May 19th, 2025

Project: Cushman Park EV Charging Station

Our team at Resource Lighting and Energy, Inc., ("RLE.") is pleased to present you ("Customer") with this agreement for **Electric Vehicle (EV) Charging Equipment Installations at Cushman Park parking lot, Fairhaven, MA.** (the "Owner"). This totals 1, dual port Level 2 Charging Station at **154 Green St, Fairhaven, MA 02719.** (the "Property"). The details of the installation locations are shown in the attachments provided.

Electric Vehicle (EV) Charging Station Install

SCOPE OF WORK:

• Electric Utility Infrastructure, Design, and Labor/Installation	\$ 30,996
• Project Engineering	\$ 2,500
• (1) Electric Vehicle Charging Station	\$ 12,966
• Network Software	\$ 0
• Signage, & ADA Compliant Parking Spot	\$ 790
• Bollards – (Not Covered by Incentive)	\$ 2,800
<hr/>	
• SUBTOTAL	\$ 50,052

INCENTIVES & REBATES AVAILABLE

• MA EVIP Rebate (capped at \$50,000 per Address)	\$ 47,252
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If an electrical service upgrade or any additional electrical work beyond the proposed budget is required, the Town of Fairhaven reserves the right to pause the project until the additional costs are assessed and a change order is reviewed and approved. Additionally, if there are any changes to incentives or rebates following the State's review, the Town of Fairhaven reserves the right to reassess these changes with RLE and may place the project on hold or cancel if they result in increased out-of-pocket expenses.

NET CUSTOMER COST: \$ 2,800

Summary of Efficiency Solutions

The estimated costs and utility incentives for the proposed energy efficiency solutions are as follows:

- The total turnkey project cost is **\$50,052**
- This project qualifies for **\$47,252** in EVIP rebates.
- The customer's total out-of-pocket cost will be **\$2,800**

Incentives and Rebates

The incentive referenced above is available through **Mass EVIP**. RLE estimates the incentive based on the program details available at the time of this proposal. However, we are not responsible for any changes made to the program by the state.

The customer is responsible for covering the net project cost. RLE will receive the **Mass EVIP** incentive for both the **installation** and **charging stations**, the project cost in its entirety.

The customer will pay RLE the allotted **EVIP incentive** after the installation is completed, and they are paid by **Mass EVIP**. **Mass EVIP** issues payment directly to the station owner once the installation is finished and submitted for payment.

This proposal is valid for **30 days**.

EV Charging Incentive Proposal

The EV Charging solution will be implemented as a turnkey project, with RLE handling project management, obtaining permits, trash removal, recycling, and commissioning. All work will be carried out in compliance with applicable codes. Pricing is based on standard work performed during normal business hours at non-prevailing wage rates. This proposal does not cover the correction of existing faulty wiring or code violations. If such issues are discovered during installation, a separate price will be provided for repairs, which will only proceed upon the Customer's written consent.

The system is designed with an additional transformer, disconnect, and power panel to support the charging stations. This setup allows for easy servicing of the stations and reduces future costs for adding additional stations.

The proposal includes the installation of electric vehicle charging stations in the parking areas specified in the attached maps and designs. RLE will assume full responsibility for processing, submitting the required documents, conducting inspections, and meeting all other requirements from local permitting authorities and utilities.

Warranties

RLE, or its assigns, will perform the services and installation of the equipment and systems outlined in this Agreement in a professional and workmanlike manner, complying with all applicable laws. The EV installation is warranted to be free from defects in materials and workmanship for one year from the completion date. During this one-year period, regardless of any waiver of maintenance progress, RLE, at its sole discretion, will repair or replace any nonconforming equipment at no cost to the Customer or Owner.

The EV charging equipment manufacturers provide a 3-year warranty on the equipment. After the first year from installation, it is the Customer's responsibility to contact the manufacturers directly for any repairs or replacements under warranty. RLE will handle all claims within the first year. Manufacturer contact details and an assignment of all warranties will be provided to the Customer. RLE will also assist with any warranty claims during the first year following project completion.

Under no circumstances shall RLE be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost profits), or any costs of cover related to the efficiency solutions or their use. No other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, are provided.

Cost of Services

The total installed cost for this project is **\$50,052**, less the utility incentive of **\$47,252**, resulting in an out-of-pocket cost of **\$2,800**. The Customer will pay this net cost of **\$2,800** to RLE as follows:

1. The Customer will pay the full amount to RLE once the project is completed and the Mass EVIP incentive has been paid to the Customer.
2. This payment includes the full amount of the MASS EVIP incentive, plus any out-of-pocket costs.

RLE agrees to indemnify, defend, and hold harmless the Owner, Customer, and their respective agents (collectively referred to as the "Indemnitees") from any and all claims, damages, losses, expenses (including attorneys' fees), liabilities, interest, liens, or judgments arising from any injury, damage, or harm (including death) to persons or property caused by or resulting from the execution of the work, or any changes, modifications, or amendments to the work by change order or otherwise. RLE assumes responsibility for defending any legal action brought against the Owner or Customer, their officers, agents, servants, and employees.

The parties agree to attempt to resolve any claims, disputes, or matters arising from this Contract through mediation, which is a condition precedent to binding dispute resolution. Unless mutually agreed otherwise, mediation will be administered by the American Arbitration Association (AAA) in accordance with its Construction Industry Mediation Procedures. If mediation fails to resolve the issue, the parties agree to submit to binding arbitration, administered by the AAA in accordance with its Construction Industry Arbitration Rules. Costs for arbitration will be shared equally, with the prevailing party potentially entitled to reasonable attorney's fees and costs, as determined by the arbitrator.



844.571.2667
www.resourcele.com
291 McGowan Street; Fall River, MA 02723
info@resourcele.com

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Neither party may assign the Contract without the written consent of the other, except that the Customer may assign the Contract without the Contractor's consent.

Insurance Coverage

RLE will maintain the following insurance coverage:

- **Worker's Compensation Insurance** with employer's liability coverage of at least \$100,000 per occurrence.
- **Non-Occupational Disability Insurance**, if required by law.
- **Commercial General Liability Insurance**, including blanket contractual, automobile non-ownership, and personal injury liability, with a combined single limit of at least \$3,000,000 per occurrence for bodily injury, death, and property damage.

All insurance will be written by carriers and in a form that is satisfactory to the Owner (and its lenders or investors, if required), with coverage limits on an "occurrence basis." The Owner and Customer will be named as additional insureds, excluding worker's compensation coverage.

RLE will provide the Owner and Customer with certificates or a memorandum of insurance, along with notice of any cancellation or material change to the coverage at least 30 days in advance.

We appreciate the opportunity to collaborate on your energy needs. If you are in agreement with the terms of this Contract, please sign, date, and return a copy to my attention.

All the best,

Resource Lighting and Energy, LL

By:

Jon Scavone – RLE
Not Individually

Date

By:

Town of Fairhaven
Duly Authorized

Date



Town of Fairhaven
40 Center St
Fairhaven, MA 02719

May 19th, 2025

Project: Fort Phoenix EV Charging Station

Our team at Resource Lighting and Energy, Inc., ("RLE.") is pleased to present you ("Customer") with this agreement for **Electric Vehicle (EV) Charging Equipment Installations at Fort Phoenix parking lot, Fairhaven, MA.** (the "Owner"). This totals 1, dual port Level 2 Charging Station at **Green St, Fairhaven, MA 02719.** (the "Property"). The details of the installation locations are shown in the attachments provided.

Electric Vehicle (EV) Charging Station Install

SCOPE OF WORK:

• Electric Utility Infrastructure, Design, and Labor/Installation	\$ 33,308
• Project Engineering	\$ 2,500
• (1) Electric Vehicle Charging Station	\$ 12,966
• Network Software	\$ 0
• Signage, & ADA Compliant Parking Spot	\$ 790
• Bollards – (Not Covered by Incentive)	\$ 2,800
<hr/>	
• SUBTOTAL	\$ 52,364

INCENTIVES & REBATES AVAILABLE

• MA EVIP Rebate (capped at \$50,000 per Address)	\$ 49,564
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If an electrical service upgrade or any additional electrical work beyond the proposed budget is required, the Town of Fairhaven reserves the right to pause the project until the additional costs are assessed and a change order is reviewed and approved. Additionally, if there are any changes to incentives or rebates following the State's review, the Town of Fairhaven reserves the right to reassess these changes with RLE and may place the project on hold or cancel if they result in increased out-of-pocket expenses.

NET CUSTOMER COST: \$ 2,800

Summary of Efficiency Solutions

The estimated costs and utility incentives for the proposed energy efficiency solutions are as follows:

- The total turnkey project cost is **\$52,364**.
- This project qualifies for **\$49,564** in EVIP rebates.
- The customer's total out-of-pocket cost will be **\$2,800**

Incentives and Rebates

The incentive referenced above is available through **Mass EVIP**. RLE estimates the incentive based on the program details available at the time of this proposal. However, we are not responsible for any changes made to the program by the state.

The customer is responsible for covering the net project cost. RLE will receive the **Mass EVIP** incentive for both the **installation** and **charging stations**, the project cost in its entirety.

The customer will pay RLE the allotted **EVIP incentive** after the installation is completed, and they are paid by **Mass EVIP**. **Mass EVIP** issues payment directly to the station owner once the installation is finished and submitted for payment.

This proposal is valid for **30 days**.

EV Charging Incentive Proposal

The EV Charging solution will be implemented as a turnkey project, with RLE handling project management, obtaining permits, trash removal, recycling, and commissioning. All work will be carried out in compliance with applicable codes. Pricing is based on standard work performed during normal business hours at non-prevailing wage rates. This proposal does not cover the correction of existing faulty wiring or code violations. If such issues are discovered during installation, a separate price will be provided for repairs, which will only proceed upon the Customer's written consent.

The system is designed with an additional transformer, disconnect, and power panel to support the charging stations. This setup allows for easy servicing of the stations and reduces future costs for adding additional stations.

The proposal includes the installation of electric vehicle charging stations in the parking areas specified in the attached maps and designs. RLE will assume full responsibility for processing, submitting the required documents, conducting inspections, and meeting all other requirements from local permitting authorities and utilities.

Warranties

RLE, or its assigns, will perform the services and installation of the equipment and systems outlined in this Agreement in a professional and workmanlike manner, complying with all applicable laws. The EV installation is warranted to be free from defects in materials and workmanship for one year from the completion date. During this one-year period, regardless of any waiver of maintenance progress, RLE, at its sole discretion, will repair or replace any nonconforming equipment at no cost to the Customer or Owner.

The EV charging equipment manufacturers provide a 3-year warranty on the equipment. After the first year from installation, it is the Customer's responsibility to contact the manufacturers directly for any repairs or replacements under warranty. RLE will handle all claims within the first year. Manufacturer contact details and an assignment of all warranties will be provided to the Customer. RLE will also assist with any warranty claims during the first year following project completion.

Under no circumstances shall RLE be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost profits), or any costs of cover related to the efficiency solutions or their use. No other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, are provided.

Cost of Services

The total installed cost for this project is **\$52,364**, less the utility incentive of **\$49,564**, resulting in an out-of-pocket cost of **\$2,800**. The Customer will pay this net cost of **\$2,800** to RLE as follows:

1. The Customer will pay the full amount to RLE once the project is completed and the Mass EVIP incentive has been paid to the Customer.
2. This payment includes the full amount of the MASS EVIP incentive, plus any out-of-pocket costs.

RLE agrees to indemnify, defend, and hold harmless the Owner, Customer, and their respective agents (collectively referred to as the "Indemnitees") from any and all claims, damages, losses, expenses (including attorneys' fees), liabilities, interest, liens, or judgments arising from any injury, damage, or harm (including death) to persons or property caused by or resulting from the execution of the work, or any changes, modifications, or amendments to the work by change order or otherwise. RLE assumes responsibility for defending any legal action brought against the Owner or Customer, their officers, agents, servants, and employees.

The parties agree to attempt to resolve any claims, disputes, or matters arising from this Contract through mediation, which is a condition precedent to binding dispute resolution. Unless mutually agreed otherwise, mediation will be administered by the American Arbitration Association (AAA) in accordance with its Construction Industry Mediation Procedures. If mediation fails to resolve the issue, the parties agree to submit to binding arbitration, administered by the AAA in accordance with its Construction Industry Arbitration Rules. Costs for arbitration will be shared equally, with the prevailing party potentially entitled to reasonable attorney's fees and costs, as determined by the arbitrator.



RLE irrevocably submits to the jurisdiction of any state court or federal court located in Massachusetts. This Contract will be governed by the laws of the State of Massachusetts.

Neither party may assign the Contract without the written consent of the other, except that the Customer may assign the Contract without the Contractor's consent.

Insurance Coverage

RLE will maintain the following insurance coverage:

- **Worker's Compensation Insurance** with employer's liability coverage of at least \$100,000 per occurrence.
- **Non-Occupational Disability Insurance**, if required by law.
- **Commercial General Liability Insurance**, including blanket contractual, automobile non-ownership, and personal injury liability, with a combined single limit of at least \$3,000,000 per occurrence for bodily injury, death, and property damage.

All insurance will be written by carriers and in a form that is satisfactory to the Owner (and its lenders or investors, if required), with coverage limits on an "occurrence basis." The Owner and Customer will be named as additional insureds, excluding worker's compensation coverage.

RLE will provide the Owner and Customer with certificates or a memorandum of insurance, along with notice of any cancellation or material change to the coverage at least 30 days in advance.

We appreciate the opportunity to collaborate on your energy needs. If you are in agreement with the terms of this Contract, please sign, date, and return a copy to my attention.

All the best,

Resource Lighting and Energy, LL

By:

Jon Scavone – RLE
Not Individually

Date

By:

Town of Fairhaven
Duly Authorized

Date



Town of Fairhaven
40 Center St
Fairhaven, MA 02719

May 19th, 2025

Project: DPW EV Charging Station

Our team at Resource Lighting and Energy, Inc., ("RLE.") is pleased to present you ("Customer") with this agreement for **Electric Vehicle (EV) Charging Equipment Installations** at **DPW parking lot, Fairhaven, MA.** (the "Owner"). This totals 1, dual port Level 2 Charging Station at **5 Arsene St, Fairhaven, MA 02719.** (the "Property"). The details of the installation locations are shown in the attachments provided.

Electric Vehicle (EV) Charging Station Install

SCOPE OF WORK:

• Electric Utility Infrastructure, Design, and Labor/Installation	\$ 30,408
• Project Engineering	\$ 2,500
• (1) Electric Vehicle Charging Station	\$ 12,966
• Network Software	\$ 0
• Signage, & ADA Compliant Parking Spot	\$ 790
• Bollards – (Not Covered by Incentive)	\$ 2,800
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• SUBTOTAL	\$ 49,464

INCENTIVES & REBATES AVAILABLE

• MA EVIP Rebate (capped at \$50,000 per Address)	\$ 46,664
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If an electrical service upgrade or any additional electrical work beyond the proposed budget is required, the Town of Fairhaven reserves the right to pause the project until the additional costs are assessed and a change order is reviewed and approved. Additionally, if there are any changes to incentives or rebates following the State's review, the Town of Fairhaven reserves the right to reassess these changes with RLE and may place the project on hold or cancel if they result in increased out-of-pocket expenses.

NET CUSTOMER COST: \$ 2,800

Summary of Efficiency Solutions

The estimated costs and utility incentives for the proposed energy efficiency solutions are as follows:

- The total turnkey project cost is **\$49,464**
- This project qualifies for **\$46,664** in EVIP rebates.
- The customer's total out-of-pocket cost will be **\$2,800**

Incentives and Rebates

The incentive referenced above is available through **Mass EVIP**. RLE estimates the incentive based on the program details available at the time of this proposal. However, we are not responsible for any changes made to the program by the state.

The customer is responsible for covering the net project cost. RLE will receive the **Mass EVIP** incentive for both the **installation** and **charging stations**, the project cost in its entirety.

The customer will pay RLE the allotted **EVIP incentive** after the installation is completed, and they are paid by **Mass EVIP**. **Mass EVIP** issues payment directly to the station owner once the installation is finished and submitted for payment.

This proposal is valid for **30 days**.

EV Charging Incentive Proposal

The EV Charging solution will be implemented as a turnkey project, with RLE handling project management, obtaining permits, trash removal, recycling, and commissioning. All work will be carried out in compliance with applicable codes. Pricing is based on standard work performed during normal business hours at non-prevailing wage rates. This proposal does not cover the correction of existing faulty wiring or code violations. If such issues are discovered during installation, a separate price will be provided for repairs, which will only proceed upon the Customer's written consent.

The system is designed with an additional transformer, disconnect, and power panel to support the charging stations. This setup allows for easy servicing of the stations and reduces future costs for adding additional stations.

The proposal includes the installation of electric vehicle charging stations in the parking areas specified in the attached maps and designs. RLE will assume full responsibility for processing, submitting the required documents, conducting inspections, and meeting all other requirements from local permitting authorities and utilities.



Warranties

RLE, or its assigns, will perform the services and installation of the equipment and systems outlined in this Agreement in a professional and workmanlike manner, complying with all applicable laws. The EV installation is warranted to be free from defects in materials and workmanship for one year from the completion date. During this one-year period, regardless of any waiver of maintenance progress, RLE, at its sole discretion, will repair or replace any nonconforming equipment at no cost to the Customer or Owner.

The EV charging equipment manufacturers provide a 3-year warranty on the equipment. After the first year from installation, it is the Customer's responsibility to contact the manufacturers directly for any repairs or replacements under warranty. RLE will handle all claims within the first year. Manufacturer contact details and an assignment of all warranties will be provided to the Customer. RLE will also assist with any warranty claims during the first year following project completion.

Under no circumstances shall RLE be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost profits), or any costs of cover related to the efficiency solutions or their use. No other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, are provided.

Cost of Services

The total installed cost for this project is **\$49,464**, less the utility incentive of **\$46,664**, resulting in an out-of-pocket cost of **\$2,800**. The Customer will pay this net cost of **\$2,800** to RLE as follows:

1. The Customer will pay the full amount to RLE once the project is completed and the Mass EVIP incentive has been paid to the Customer.
2. This payment includes the full amount of the MASS EVIP incentive, plus any out-of-pocket costs.

RLE agrees to indemnify, defend, and hold harmless the Owner, Customer, and their respective agents (collectively referred to as the "Indemnitees") from any and all claims, damages, losses, expenses (including attorneys' fees), liabilities, interest, liens, or judgments arising from any injury, damage, or harm (including death) to persons or property caused by or resulting from the execution of the work, or any changes, modifications, or amendments to the work by change order or otherwise. RLE assumes responsibility for defending any legal action brought against the Owner or Customer, their officers, agents, servants, and employees.

The parties agree to attempt to resolve any claims, disputes, or matters arising from this Contract through mediation, which is a condition precedent to binding dispute resolution. Unless mutually agreed otherwise, mediation will be administered by the American Arbitration Association (AAA) in accordance with its Construction Industry Mediation Procedures. If mediation fails to resolve the issue, the parties agree to submit to binding arbitration, administered by the AAA in accordance with its Construction Industry Arbitration Rules. Costs for arbitration will be shared equally, with the prevailing party potentially entitled to reasonable attorney's fees and costs, as determined by the arbitrator.



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RLE irrevocably submits to the jurisdiction of any state court or federal court located in Massachusetts. This Contract will be governed by the laws of the State of Massachusetts.

Neither party may assign the Contract without the written consent of the other, except that the Customer may assign the Contract without the Contractor's consent.

Insurance Coverage

RLE will maintain the following insurance coverage:

- **Worker's Compensation Insurance** with employer's liability coverage of at least \$100,000 per occurrence.
- **Non-Occupational Disability Insurance**, if required by law.
- **Commercial General Liability Insurance**, including blanket contractual, automobile non-ownership, and personal injury liability, with a combined single limit of at least \$3,000,000 per occurrence for bodily injury, death, and property damage.

All insurance will be written by carriers and in a form that is satisfactory to the Owner (and its lenders or investors, if required), with coverage limits on an "occurrence basis." The Owner and Customer will be named as additional insureds, excluding worker's compensation coverage.

RLE will provide the Owner and Customer with certificates or a memorandum of insurance, along with notice of any cancellation or material change to the coverage at least 30 days in advance.

We appreciate the opportunity to collaborate on your energy needs. If you are in agreement with the terms of this Contract, please sign, date, and return a copy to my attention.

All the best,

Resource Lighting and Energy, LL

By:

Jon Scavone – RLE
Not Individually

Date

By:

Town of Fairhaven
Duly Authorized

Date



Town of Fairhaven
40 Center St
Fairhaven, MA 02719

May 19th, 2025

Project: Rec. Dept. EV Charging Station

Our team at Resource Lighting and Energy, Inc., ("RLE.") is pleased to present you ("Customer") with this agreement for **Electric Vehicle (EV) Charging Equipment Installations at Rec. Dept. parking lot, Fairhaven, MA.** (the "Owner"). This totals 1, dual-port Level 2 Charging Station at **227 Huttleston Ave, Fairhaven, MA 02719.** (the "Property"). The details of the installation locations are shown in the attachments provided.

Electric Vehicle (EV) Charging Station Install

SCOPE OF WORK:

• Electric Utility Infrastructure, Design, and Labor/Installation	\$ 34,833
• Project Engineering	\$ 2,500
• (1) Electric Vehicle Charging Station	\$ 12,966
• Network Software	\$ 0
• Signage, & ADA Compliant Parking Spot	\$ 790
• Bollards – (Not Covered by Incentive)	\$ 2,800
<hr/>	
• SUBTOTAL	\$ 53,889

INCENTIVES & REBATES AVAILABLE

• MA EVIP Rebate (capped at \$50,000 per Address)	\$ 50,000
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If an electrical service upgrade or any additional electrical work beyond the proposed budget is required, the Town of Fairhaven reserves the right to pause the project until the additional costs are assessed and a change order is reviewed and approved. Additionally, if there are any changes to incentives or rebates following the State's review, the Town of Fairhaven reserves the right to reassess these changes with RLE and may place the project on hold or cancel if they result in increased out-of-pocket expenses.

NET CUSTOMER COST: \$ 3,889

Summary of Efficiency Solutions

The estimated costs and utility incentives for the proposed energy efficiency solutions are as follows:

- The total turnkey project cost is **\$53,889**
- This project qualifies for **\$50,000** in EVIP rebates.
- The customer's total out-of-pocket cost will be **\$3,889**

Incentives and Rebates

The incentive referenced above is available through **Mass EVIP**. RLE estimates the incentive based on the program details available at the time of this proposal. However, we are not responsible for any changes made to the program by the state.

The customer is responsible for covering the net project cost. RLE will receive the **Mass EVIP** incentive for both the **installation** and **charging stations**, the project cost in its entirety.

The customer will pay RLE the allotted **EVIP incentive** after the installation is completed, and they are paid by **Mass EVIP**. **Mass EVIP** issues payment directly to the station owner once the installation is finished and submitted for payment.

This proposal is valid for **30 days**.

EV Charging Incentive Proposal

The EV Charging solution will be implemented as a turnkey project, with RLE handling project management, obtaining permits, trash removal, recycling, and commissioning. All work will be carried out in compliance with applicable codes. Pricing is based on standard work performed during normal business hours at non-prevailing wage rates. This proposal does not cover the correction of existing faulty wiring or code violations. If such issues are discovered during installation, a separate price will be provided for repairs, which will only proceed upon the Customer's written consent.

The system is designed with an additional transformer, disconnect, and power panel to support the charging stations. This setup allows for easy servicing of the stations and reduces future costs for adding additional stations.

The proposal includes the installation of electric vehicle charging stations in the parking areas specified in the attached maps and designs. RLE will assume full responsibility for processing, submitting the required documents, conducting inspections, and meeting all other requirements from local permitting authorities and utilities.

Warranties

RLE, or its assigns, will perform the services and installation of the equipment and systems outlined in this Agreement in a professional and workmanlike manner, complying with all applicable laws. The EV installation is warranted to be free from defects in materials and workmanship for one year from the completion date. During this one-year period, regardless of any waiver of maintenance progress, RLE, at its sole discretion, will repair or replace any nonconforming equipment at no cost to the Customer or Owner.

The EV charging equipment manufacturers provide a 3-year warranty on the equipment. After the first year from installation, it is the Customer's responsibility to contact the manufacturers directly for any repairs or replacements under warranty. RLE will handle all claims within the first year. Manufacturer contact details and an assignment of all warranties will be provided to the Customer. RLE will also assist with any warranty claims during the first year following project completion.

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Cost of Services

The total installed cost for this project is **\$53,889**, less the utility incentive of **\$50,000**, resulting in an out-of-pocket cost of **\$3,889**. The Customer will pay this net cost of **\$3,889** to RLE as follows:

1. The Customer will pay the full amount to RLE once the project is completed and the Mass EVIP incentive has been paid to the Customer.
2. This payment includes the full amount of the MASS EVIP incentive, plus any out-of-pocket costs.

RLE agrees to indemnify, defend, and hold harmless the Owner, Customer, and their respective agents (collectively referred to as the "Indemnitees") from any and all claims, damages, losses, expenses (including attorneys' fees), liabilities, interest, liens, or judgments arising from any injury, damage, or harm (including death) to persons or property caused by or resulting from the execution of the work, or any changes, modifications, or amendments to the work by change order or otherwise. RLE assumes responsibility for defending any legal action brought against the Owner or Customer, their officers, agents, servants, and employees.

The parties agree to attempt to resolve any claims, disputes, or matters arising from this Contract through mediation, which is a condition precedent to binding dispute resolution. Unless mutually agreed otherwise, mediation will be administered by the American Arbitration Association (AAA) in accordance with its Construction Industry Mediation Procedures. If mediation fails to resolve the issue, the parties agree to submit to binding arbitration, administered by the AAA in accordance with its Construction Industry Arbitration Rules. Costs for arbitration will be shared equally, with the prevailing party potentially entitled to reasonable attorney's fees and costs, as determined by the arbitrator.

RLE irrevocably submits to the jurisdiction of any state court or federal court located in Massachusetts. This Contract will be governed by the laws of the State of Massachusetts.

Neither party may assign the Contract without the written consent of the other, except that the Customer may assign the Contract without the Contractor's consent.

Insurance Coverage

RLE will maintain the following insurance coverage:

- **Worker's Compensation Insurance** with employer's liability coverage of at least \$100,000 per occurrence.
- **Non-Occupational Disability Insurance**, if required by law.
- **Commercial General Liability Insurance**, including blanket contractual, automobile non-ownership, and personal injury liability, with a combined single limit of at least \$3,000,000 per occurrence for bodily injury, death, and property damage.

All insurance will be written by carriers and in a form that is satisfactory to the Owner (and its lenders or investors, if required), with coverage limits on an "occurrence basis." The Owner and Customer will be named as additional insureds, excluding worker's compensation coverage.

RLE will provide the Owner and Customer with certificates or a memorandum of insurance, along with notice of any cancellation or material change to the coverage at least 30 days in advance.

We appreciate the opportunity to collaborate on your energy needs. If you are in agreement with the terms of this Contract, please sign, date, and return a copy to my attention.

All the best,

Resource Lighting and Energy, LL

By:

Jon Scavone – RLE
Not Individually

Date

By:

Town of Fairhaven
Duly Authorized

Date

Atlas Tack Working Group

The charge of the group and what to accomplish:

First:

Designate a working group member or that person's designee, to obtain for the working group all public documents currently available for review. If needed arrange to speak with appropriate town departments or personnel in matters related to the Atlas Tack property and superfund site either as the designated member or with the working group as a whole.

Second:

As part of the review, to communicate with all appropriate government agencies or non-governmental agencies involved in the atlas tack property and superfund site. Review and provide information on all matters deemed related to the Atlas Tack property. The working group in addition will seek information and ways on to how to best coordinate efforts of the various agencies to work with the town. Once the information has been gathered, compile a current past, present and, if feasible, a future assessment sheets on the atlas tack property.

Third:

Present a final report to the Select Board with recommendations on the next course of action to address the Atlas Tack property.

The working group consist of five (5) appointed members of the community and will continue on as long as the Select Board shall deem and not automatically disband.

The Atlas Tack Work Group does not have any authority to make, promise or sign any document which would bind the town of Fairhaven to any agreements whether verbal or written.



Town of Fairhaven
Massachusetts
 40 Center Street · Fairhaven, MA · 02719

MEMORANDUM

Re: Select Board Summer Meeting Schedule

The following are scheduling options for the Board's consideration regarding the summer meeting calendar. The options are designed to accommodate vacation schedules while ensuring continuity and responsiveness to community needs.

Each option provides two to three weeks between meetings from June to July, August and September.

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Monday, June 9, 2025

Town Administrator Report

1. Resignations:
Conservation Commission: Diane Tomassetti;
Zoning Board of Appeals: Katharine MacPhail (Associate member)
2. Town Auction: 10 Livesey Pkwy on June 26 at 12:00pm
3. Deputy Fire Chief Appointment Process Update



Town of Fairhaven
Massachusetts
40 Center Street · Fairhaven, MA · 02719

MEMORANDUM

Re: Town Auction for 10 Livesey Parkway

The Treasurer will be holding a Town Auction for 10 Livesey Pkwy on Thursday, June 26, 2025 at 12:00p.

Any questions, please contact the Treasurer's Office at Town Hall



Monday, June 9, 2025

Minutes

1. Accept the Select Board Open Session minutes of May 27 2025
2. Accept the Select Board Executive Session minutes of May 27, 2025



FAIRHAVEN SELECT BOARD

Meeting Minutes

May 27, 2025

H 1

Present: Charles Murphy Sr., Andrew Romano, Natalie A. Mello, Keith Silvia, Andrew B. Saunders and Interim Town Administrator George Samia

Mr. Murphy opened the meeting at 6:00pm

PUBLIC HEARING

PETITION WO# PP02349408 from Verizon New England Inc. and NSTAR Electric Company d/b/a Eversource. To place one (1) JO (jointly owned) pole to be labeled 241/8.5, Shaw Road, Fairhaven. The installation is at Eversource's request, for the purpose to provide electric service to a solar array for 46 Charity Stevens Lane.

Mr. Murphy opened the public hearing at 6:03pm and read the notice.

The Eversource representatives had technical difficulties joining.

Motion: Mr. Saunders motioned to suspend the public hearing until all parties were present. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to take item B, Public Comment, out of order. Ms. Mello seconded. The motion passed unanimously (5-0-0).

PUBLIC COMMENT

Erin Carr of Middle Street addressed the Board on behalf of Tracy Travers, she read a statement from Ms. Travers and gave Mr. Murphy a copy of Natalie Mello's Campaign Finance Report and two photographs (*Attachment A*).

PUBLIC HEARING

PETITION WO# PP02349408

Mr. Murphy reopened the public hearing at 6:12pm and read the notice.

Jessica Elder of Eversource addressed the Board via zoom and reviewed the petition and advised the Board that no tree removal was required and that work was already done on the pole ahead of this public hearing in error.

The Board asked questions about the solar array size and installation, clarification on the maps within the petition packet, when the public hearing on the other poles within the project was held and clarification that the work was done for pole 241/8.5 ahead of this hearing. Anthony Veilleux, Eversource Community Relations Specialist, addressed the Board via zoom and said the information on the solar array would be forwarded to the Board.

Mr. Murphy said a strong message to Eversource was needed to ensure this never happens again. Mr. Romano asked for a copy of the Eversource correspondence addressing the matter.

No public comment received.

Mr. Murphy closed the public hearing at 6:23pm.

Motion: Mr. Saunders motioned to approve PETITION WO# PP02349408 from Verizon New England Inc. and NSTAR Electric Company d/b/a Eversource. To place one (1) JO (jointly owned) pole to be labeled 241/8.5, Shaw Road, Fairhaven. The installation is at Eversource's request, for the purpose to provide electric service to a solar array for 46 Charity Stevens Lane. Ms. Mello seconded. The motion passed unanimously (5-0-0).

PUBLIC HEARING

PETITION WO#16004390 from Verizon New England Inc. and NSTAR Electric Company d/b/a Eversource. To install approximately 80' (feet) underground conduit and cable in town road northwesterly starting at newly installed JO Pole 97/18.5 and to place one (1) 45' CL1 JO (jointly owned) pole labeled 97-18.5 approximately 28' (feet) northwest of existing pole 97/18. For service to 50 Fort Street.

Mr. Murphy opened the public hearing at 6:24pm and read the notice.

The Board asked questions about the petition, location, the reason for the work, the style of pole, any tree removal and if there was a cost to the Town. Ms. Elder from Eversource reviewed the petition details and work required; no trees to be removed and no cost to the Town. This petition is a request from the customer for underground service.

No public comment received.

Mr. Murphy closed the public hearing at 6:30pm.

Motion: Mr. Saunders motioned to approve PETITION WO#16004390 from Verizon New England Inc. and NSTAR Electric Company d/b/a Eversource. To install approximately 80' (feet) underground conduit and cable in town road northwesterly starting at newly installed JO Pole 97/18.5 and to place one (1) 45' CL1 JO (jointly owned) pole labeled 97-18.5 approximately 28' (feet) northwest of existing pole 97/18. For service to 50 Fort Street. Ms. Mello seconded. The motion passed unanimously (5-0-0).

EXECUTIVE SESSION

Motion: Mr. Saunders motioned to enter into Executive Session Pursuant to G.L. c. 30A, s. 21(a)(3) to discuss strategy with respect to litigation where the chair declares that an open session would have a detrimental effect on the Town's litigating position (Civil Service) AND Pursuant to Open Meeting Law (Chapter 30A Section 21 (a)(3) - To discuss strategy with respect to litigation if an open meeting may have a detrimental effect on the litigating position of the public body and the chair so declares (Ryan Robillard v. Jared Amaral 2533SC001208) AND to return to OPEN SESSION. Ms. Mello seconded. Roll Call Vote: Mr. Saunders, Ms. Mello, Mr. Murphy, Mr. Romano and Mr. Silvia in favor. The motion passed unanimously (5-0-0).

Meeting adjourned to Executive Session from 6:32 to 7:31pm

APPOINTMENTS AND COMMUNITY ITEMS

Recreation Center Director

Mr. Samia introduced the new Recreation Center Director, Bernadette Barreira, to the Board. Ms. Barreira addressed the Board and reviewed her history, background and goals for the department.

Motion: Mr. Saunders motioned to appoint Bernadette Barreira to the Position of Recreation Center Director. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Proclamation: Fairhaven Mothers' Club

Members of the Fairhaven Mothers' Club, Cherri Johnson, Joan Pickup and Beth Luey, came forward to be recognized. Ms. Mello read the proclamation. Ms. Pickup explained that this is the last year for scholarships due to the difficulty of getting members to commit to service. Members of the Club will continue to volunteer.

Motion: Mr. Saunders motioned to approve the proclamation for the Fairhaven Mothers' Club. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Special One-Day All Alcohol License: Homecoming, June 28, 2025, 10:00am-4:00pm

Ms. Mello asked to clarify the application was to sell unopened bottles of wine only.

Motion: Mr. Saunders motioned to approve the Special One-Day All Alcohol License: Homecoming, June 28, 2025, 10:00am-4:00pm. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Reappointments: Constables, Local Committees/Department Heads, Town Boards, Committees and Commissions

Mr. Murphy referred to the lists and clarified the revised list.

Motion: Mr. Saunders motioned to appoint Mark Badwey as Art Curator and Kelly Smith as Assistant Art Curator for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Doug Brady, Lee Baumgartner, Nils Isaksen and Helena Oliveira to the Bell Committee for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Belonging Committee

Mr. Silvia asked to hold on Belonging Committee

Motion: Mr. Saunders motioned to appoint Dan Lane, Amanda Robinson and Sharon Simmons to the Board of Assessors for a term through May, 2028. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Barbara Acksen, Ronald Medina, John Methia to the Cable Advisory Committee for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint David Faunce to the Capital Planning Committee for a term through May, 2028. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Eleanor Chew and Annmarie Chagnon to the Commission on Disability for a term through May, 2028. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Beth Luey to the Community Preservation Committee for a term through May, 2028. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Jacob Galary and Anthony Couto to the Conservation Commission for a term through May, 2028. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Joyce Veilleux to the Council on Aging Board for a term through May, 2028. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Kristy Medeiros to the Dog Park Study Committee for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Cathy Melanson, Bob Hannan, Karyn Ferreira, John Hinds and Nils Isaksen to the Economic Development Committee for a term through May, 2026. Ms. Mello seconded. The motion passed (4-0-1) Mr. Romano abstained.

Motion: Mr. Saunders motioned to appoint Nate Bekemeier to the Historical Commission for a term through May, 2028. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Jenny Fialho and Cristina Martins Pinto to the Lagoa Friendship Pact Committee for a term through May, 2027. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Will Gardner, Tim Garcia, Chip Hawthorne, Miles Grant, Freddie Estremera and Bob Espindola to the Livable Streets Committee for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Michael McNamara, Robert Pink Jr, David Hebert and Andrew Jones to the Marine Resources Committee for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Kathy Lopes to the Millicent Library Board of Trustees for a term through May, 2029. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Nils Isaksen as a Registrar of Voters for a term through May, 2028. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Susan Loo, Doug Brady, Nils Isaksen and Beverly Rasmussen to the Rogers Reuse Committee for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Bob Espindola to the South Coast Bikeway Alliance for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Ann Richard, Karen Gent, Christin Ritz, Susan Spooner, Tim Garcia, Melanie Jansky and John Pond to the Sustainability Committee for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint Daryl Manchester as a Full Member of the Zoning Board of Appeals for a term through May, 2030 and Derek Furtado as an Associate Member of the Zoning Board of Appeals for a term through May, 2028. Ms. Mello seconded. The motion passed unanimously (4-1-0) Mr. Romano opposed.

Mr. Romano added that he voted in opposition to the Zoning Board of Appeals appointments because he wanted to ask the same questions he had asked the applicants at the last meeting.

Patrick Carr of Pleasant Street asked to be recognized and asked the Board a procedural question about the process on how appointments were just done that was different than last year and with Kenneth Kendall. Mr. Murphy said the Board was reappointing unless a member wanted to hold for discussion.

Motion: Mr. Saunders motioned to appoint Joseph Latimer, Robert F. Jones, Lawrence Machado, David Miller and Milan Whitaker as Fairhaven Constables pending payment of the fee and copy of their bond to the Town Clerk for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint the following: Daniel Dorgan as Municipal Hearing Officer, Todd Correia as Oil Spill Coordinator and Elisabeth Horan as Parking Clerk for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to appoint the following Todd Correia, Tara Kohler, Rick Forand, Vincent Furtado, Marc Jodoin, Daniel Dorgan and David Flaherty to the Local Emergency Planning Group for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Belonging Committee

Mr. Silvia asked for a hold due to violations of the social media policy by Jessica Fidalgo. He referred to copies of the handbook acknowledgement forms signed by Ms. Fidalgo available in the Town Clerk's Office.

Motion: Mr. Saunders motioned to appoint Alliea Group, Laura Barilaro, Rachel Medeiros and Kelly Ochoa to the Belonging Committee for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Ms. Mello motioned to appoint Jessica Fidalgo to the Belonging Committee for a term through May, 2026. No second on the motion. The motion failed.

Discussion ensued as to inviting any member from a board in if there is a concern on policies. Mr. Samia has reached out to Ms. Fidalgo and will check back. Mr. Murphy asked Mr. Samia to invite Ms. Fidalgo to the next meeting and table the appointment at this time.

Motion: Mr. Romano motioned to table Jessica Fidalgo's appointment to the Belonging Committee to the next meeting. Ms. Mello seconded. The motion passed (4-1-0) Mr. Silvia opposed.

Appointment Requests: New, Various Board, Committee and Commissions
Public Safety Complex Committee

All candidates who submitted applications were invited to the meeting and those present or attending via zoom were invited to address the Board.

Cameron Durant, Marc Jodoin, Kenny Rogers Paulino, Patrick Carr, Seth Baumgartner and Cathy Melanson individually provided a summary of their background, interest and qualifications. The Board asked clarifying questions to each candidate.

Motion: Mr. Romano motioned to appoint Seth Baumgartner. Ms. Mello seconded. Mr. Romano rescinded his nomination and Ms. Mello rescinded her second.

Motion: Mr. Romano motioned to appoint Seth Baumgartner to the Public Safety Complex Committee for a term through completion. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Silvia motioned to appoint Patrick Carr to the Public Safety Complex Committee for a term through completion. Mr. Murphy seconded. The motion failed (2-2-1) Mr. Romano and Ms. Mello opposed and Mr. Saunders abstained.

Motion: Ms. Mello motioned to appoint Cameron Durant to the Public Safety Complex Committee for a term through completion. Mr. Romano seconded.

Discussion ensued about the perceived conflict of interest due to Mr. Durant's position as the Town Administrator in Rochester, MA. Mr. Durant advised the Board that he contacted State Ethics and they advised no conflict due to no compensation with the appointment. Mr. Durant said he also contacted the Massachusetts Municipal Managers Association for an opinion and was advised that he can be an advisory committee member.

Mr. Romano rescinded his nomination for Cameron Durant and Ms. Mello rescinded her second.

Motion: Mr. Silvia motioned to appoint Steve Riley to the Public Safety Complex Committee for a term through completion. No second on the motion. The motion failed.

Motion: Mr. Romano motioned to appoint Kenny Rogers Paulino to the Public Safety Complex Committee for a term through completion. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Ms. Mello motioned to appoint Marc Jodoin to the Public Safety Complex Committee for a term through completion. Mr. Romano seconded. The motion passed unanimously (5-0-0).

Agricultural Commission

This Commission has been inactive, no current members or liaisons. Discussion ensued as to reactivation with interest and whether the Town is required to have this Commission. Mr. Silvia was approached by another interested resident and will ask them to apply.

Motion: Mr. Saunders motioned to appoint Sarah Lake to the Agricultural Commission for a term through May, 2028. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Economic Development Committee

There are currently no vacancies, no action taken.

Historical Commission

Eleanor Chew addressed the Board and provided a summary of her background, interests and qualifications.

Motion: Mr. Saunders motioned to appoint Eleanor Chew to the Historical Commission for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Lagoa Friendship Pact Committee

The Board reviewed the applications and that there is no residency requirement for ad-hoc advisory boards. To stagger the membership terms, it was recommended to have one-year terms for these three appointments.

Motion: Mr. Romano motioned to appoint Alice Torres to the Lagoa Friendship Pact Committee for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Community and Economic Development Coordinator Alyssa Botelho addressed the Board via zoom and recommended Elizabeth Khoury for appointment.

Motion: Mr. Romano motioned to appoint Elizabeth Khoury to the Lagoa Friendship Pact Committee for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Ms. Mello motioned to appoint Jenn Seco to the Lagoa Friendship Pact Committee for a term through May, 2026. Mr. Saunders seconded. The motion passed unanimously (5-0-0).

Livable Streets Committee

Roger Sicotte addressed the Board and provided a summary of his background, interests and qualifications.

Motion: Mr. Saunders motioned to appoint Roger Sicotte and Jonathan Camara to the Livable Streets Committee for a term through May, 2026. Ms. Mello seconded. The motion passed unanimously (5-0-0).

The Board requested the office research the membership limit on the Committee.

Rogers Reuse Committee

The current openings for the Committee are for liaisons from Economic Development (EDC), the Planning Board and the Finance Committee. Ms. Melanson will seek the EDC liaison through the EDC.

ACTION/DISCUSSION

Resource Lighting and Energy (RLE): Electric Vehicle Charging Station Proposal

Jon Scavone addressed the Board via zoom as a follow up to a prior presentation to the Select Board. Mr. Scavone presented to the Department Heads in April and has an upcoming presentation to the School Committee.

Discussion ensued as to the seven properties listed: West Island Beach, Cushman Park, Fort Phoenix, Public Works, Recreation Center, Dana Court and Oxford Residences. The Board pointed out that the Fairhaven Housing Authority has purview over the Dana Court and Oxford Residences locations. Discussion included contract provisions to protect the Town, responsibility for equipment removal cost, financial aspects of the agreement, how the payment is made and the state reimbursement process, RLE versus manufacturer's warranty and annual revenue projections. The Board asked Mr. Samia to review the financials of the agreement and also engage Town Counsel.

Conservation and Sustainability Coordinator Kelly Camara addressed the Board via zoom and said she contacted companies that RLE has installed EV chargers for and received all positive feedback. Mr. Scavone asked the Board to consider a vote to approve pending the reviews discussed.

Motion: Mr. Romano motioned to postpone until the language in the contracts is reviewed. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Mr. Samia will review with Ms. Camara and Mr. Scavone. The item will be on the next agenda.

Building Permit Fee Waiver Request: School

Mr. Samia addressed the Board and referred to the process the Building Commissioner asked the Board to adopt for requests to waive permit fees be presented to the Board on a case by case basis. School Superintendent Tara Kohler submitted a request regarding various projects at the High School and the Building Department provided a list of charges associated with the schools (*Attachment B*). Mr. Samia recommended the Board look at the current fiscal year only and clarify what was paid by the school.

Discussion ensued as to the prior discussion on permit fees, waivers, budgetary discipline, past processes, potential Community Preservation Committee (CPC) funded projects, current and future projects and the need for clarification on actual charges.

Brian Monroe addressed the Board via zoom, he said that this was not the process before and to change the policy without notice was not fair.

Patrick Carr of Pleasant Street addressed the Board and said in conversation with the Building Commissioner, if grant funds cover permit fees and are built in, all the money should go to the Town under the project.

Mr. Monroe advised the Board that Superintendent Kohler was on her way to Town Hall. Discussion was suspended.

Atlas Tack Working Group Creation

Mr. Silvia attended a sign unveiling at the Atlas Tack property that was presented by representatives from the Department of Environmental Protection (DEP) and National Oceanic and Atmospheric Administration (NOAA) who recommended a working group be created to look at removing the building that remains on the property.

Discussion ensued about creating a working group, roles and responsibilities of a working group versus an ad-hoc committee, holding public meetings, application process for interested volunteers, concerns about legacy contamination and engaging the land owner and DEP to review. Mr. Silvia volunteered as Select Board liaison.

Cathy Melanson of Adams Street addressed the Board and described a working group's role as an information gathering group that would not vote, not post or plan meetings but gather and present to the Select Board ahead of any public hearings.

Doug Brady of Pleasant Street addressed the Board and said the event was well attended including Representative Mark Sylvia. Mr. Brady thanked Mr. Silvia for adding this to the agenda and recommended a working group to gather the facts and to present a fact sheet, the working group would not need quorums and would just gather information only.

Bob Espindola addressed the Board via zoom and recommended that before forming a working group, the Board establish a mission; gathering information is not specific enough and he recommended reviewing Town records or with Town Counsel. A mission outlines who has authority from the committee without limitations.

Mr. Murphy recommended Mr. Silvia and Mr. Samia review and present at the next meeting.

Brian Messier of Pleasant Street addressed the Board via zoom and said he has lived across the street for many years, is retired and would like to provide input.

Building Permit Fee Waiver Request: School (cont.)

Superintendent Kohler addressed the Board and said she requested the waiver of fees after meeting with the Building Commissioner about school inspections at the schools that had to be paid with a credit card up front. Previously there were no fees. The gable project is through borrowing and the estimated fees are estimated at between twenty to one-hundred thousand dollars. This amount was not part of the budget for the gable project. The window project through CPC funds did not include any permit fees. Supt. Kohler said there was no communication on the change in the fee structure and asked that any project in process follow past practice.

Mr. Samia added that there are projects where the funds come from an outside source and that clarification was needed on the projects and fees in question.

Motion: Mr. Murphy motioned to waive fees for existing projects. Mr. Romano seconded. The motion passed (3-2-0) Mr. Saunders and Mr. Silvia opposed.

Member Removal Request: Historical Commission

The Board reviewed the request from the Historical Commission.

Motion: Mr. Saunders motioned to remove Nicole Arruda from the Historical Commission effective immediately. Ms. Mello seconded. The motion passed unanimously (5-0-0).

TOWN ADMINISTRATOR REPORT

Mr. Samia reported:

- Staffing Update: Bernadette Barreira started as the Recreation Center Director.
- Fairhaven TV received the National Hometown Media Award for the High School Tour Video, a press release was sent (*Attachment C*)
Alyssa Botelho addressed the Board via zoom on behalf of Media Director Derek Frates and his team. She said this is Fairhaven TV's third national aware in the last four years. The aware ceremony is in Boston on June 25th.

BOARD MEMBER ITEMS / COMMITTEE LIAISON REPORTS

Mr. Saunders had no report:

Ms. Mello reported:

- The Fort Phoenix flagpole is up and a flag raising ceremony is planned for May 31st at 11am. The Library meeting is June 17th.

Mr. Murphy reported:

- Congratulations to Randy Durrigan who was recognized by Representative Sylvia for Military Appreciation Day (*Attachment D*).
- The Sister City Committee met, the Carriage House project is moving forward. Mr. Rooney is still working through his recent health issues.
- Lagoa met and discussed future goals.
- The Fairhaven Father's Day Road Race is on June 15th and a flyer is posted at Town Hall.

Mr. Romano reported:

- Thank you to Veteran Service Officer Mike Jenney for the parade.
- He will be away for graduation but will attend Junior Day
- He attended a civic engagement event with Eighth Graders who have been tasked with a civic engagement project to impact the community.

Mr. Silvia reported:

- The Commission on Disability met, there are openings for volunteers
- The Economic Development Committee have scheduled after-hours events. John Hinds will have a demonstration at the next Harborfest event for Jaws 50th Anniversary on June 21st.

MINUTES

Motion: Mr. Saunders motioned to accept the open session minutes of April 28, 2025, May 3, 2025 and May 12, 2025. Ms. Mello seconded. The motion passed unanimously (5-0-0).

Motion: Mr. Saunders motioned to accept the executive session minutes of April 28, 2025 and May 12, 2025. Ms. Mello seconded. The motion passed unanimously (5-0-0).

CORRESPONDENCE

Contact Form: Michelle Costen

Contact Form: Tracy Travers

NEWS AND ANNOUNCEMENTS

- The next regularly scheduled Select Board meeting is ***Monday, June 9, 2025*** at 6:30pm

ATTACHMENTS

- A. Contact Form: Tracy Travers and Campaign Finance Report
- B. Request for waiver of permit fees: School and Building Department review
- C. Press Release: Fairhaven TV Award
- D. Press Release: Inaugural Military Appreciation Day Recognition: Randall Durrigan

Meeting adjourned at 10:36p.m.

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

Approved on _____



Monday, June 9, 2025

Executive Session

Pursuant to G.L. c. 30A, § 21(a)(2) [t]o conduct strategy sessions in preparation for negotiations with non-union personnel or to conduct collective bargaining sessions or contract negotiations with nonunion personnel. (Fire Chief)

NOT returning to Open Session