

DATE: September 5, 2017
TO: Board of Selectmen
FROM: Park & Recreation Committee
SUBJECT: Menemsha Bulkhead Lot 1 A

This requests your signatures on each of the enclosed two bulkhead lot leases for Lot 1 A.

After reviewing four separate applications for this bulkhead lot -- of which all of the applicants would make great tenants -- the Park & Recreation Committee unanimously voted to award Lot 1 A to both Scott McDowell and Wes Brighton. The term of this lease will run from October 1, 2017 through December 31, 2018. While regulations only allow a one-year lease the Committee thought in this instance one lease for the balance of 2017 and all of calendar year 2018 would be most expedient for all involved.

Thank you for your prompt attention.

MENEMSHA BULKHEAD LEASE: 3/9/17
As adopted by the Board of Selectmen 4/4/17

This Bulkhead Lease is made by and between the Town of Chilmark (as Lessor) acting through its Park and Recreation Committee (the "Committee") and the named Tenant (the "Lessee") in furtherance of the Goals for Menemsha as determined by the Town Master Plan: to "Retain Menemsha as a fishing port and Retain the visual character of the area."

To that end, the Master Plan contains Objectives which, among other things, are as follows:

- (1) Assure priority of fishing boats in Menemsha Harbor over pleasure craft; to maintain presently designed dock area for commercial fishing vessels; make no expansion of dock facilities for pleasure craft.
- (2) Keep all existing fishing shacks in Menemsha; require that before any shack on town property is removed the town be given the opportunity to purchase it with private or public funds to lease to fishermen.
- (3) Require any new building or alterations to buildings on town-leased land to be subject to design approval by the town for continuity of design and proportions of traditional fishing shacks.

In its role as implementer of the town Master Plan to support commercial fishing by and for Chilmark fishermen the Town (as "Lessor") hereby does lease, demise and let unto

Lessee(s): Mr. Scott McDowell; P.O. Box 497; Chilmark, MA. 02535
Mr. Wesley C. Brighton; P.O. Box 34; Menemsha, MA. 02552

Mailing and notice address: See above.

Lot No. 1 A

of Town Land at Menemsha Basin identified on a plan on file in the office of the Board of Selectmen of Chilmark (the "Leased Premises") to hold for a term of one year, from October 1, 2017 through December 31, 2018.

RENT: The rent for the term of this lease is to be a total of \$200.00 due and payable within 30 days after issuance by the Town to the Lessee.

INSURANCE/PERSONAL PROPERTY: Lessee shall procure, keep in force, and pay for comprehensive public liability insurance indemnifying Lessor and Lessee against all claims and demands for injury to or death of persons or damage to property which may be claimed to have occurred on the Leased Premises, in amounts which shall be not less than ONE MILLION (\$ 1,000,000.00) Dollars combined single limit for bodily injury and property damage liability, including products liability coverage. Such insurance shall be acquired from insurers qualified to do business in Massachusetts and in good standing therein, insuring Lessor as well as Lessee against injury to persons or damage to property as provided. Lessee shall deposit with Lessor certificates for such insurance at or prior to the commencement of the term and thereafter within thirty (30) days prior to the expiration of any such policies. All such policies shall provide that they shall not be cancelled without at least ten (10) days prior written notice to each insured named therein.

It is understood and agreed that any goods or other personal property owned or possessed by Lessee, and stored, displayed, or otherwise maintained by Lessee at the Leased Premises shall be kept there at Lessee's sole risk and without any liability whatsoever on the part of the Lessor for any loss or damage thereto. If the whole or any part of such personal property shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes or other pipes, by theft or from any other cause, no part of said loss is to be charged to or borne by Lessor. It shall be Lessee's obligation to provide any insurance for such goods and/or personal property.

ALTERATIONS/UTILITIES: The Lessee shall not make structural alterations or additions to the Leased Premises unless the Lessor consents in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Lessee's expense and shall conform to current Massachusetts building code requirements. Any alterations or improvements made by the Lessee shall become the property of the Lessor at the termination of the Lease term.

21 E: Lessee shall not engage in any activity on said Leased Premises which would cause the discharge of hazardous substances, pollutants or effluent or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. s.1251, et seq., or the Clean Air Act, 42 U.S.C., s.7401, et seq., or any similar state statute, regulation, local ordinance or any other Environmental Law.

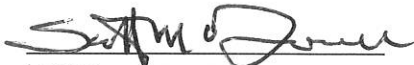
MENEMSHA BULKHEAD LEASE: 3/9/17
As adopted by the Board of Selectmen 4/4/17
(Page 2)

INDEMNIFICATION: The Lessee hereby agrees, on behalf of Lessee, and Lessee's agents, representatives, insurers, employees, partners, heirs, successors, and assigns (the "Indemnifying Parties") and does hereby, indemnify and save the Lessor and its successors, assigns, employees, agents, insurers, contractors, subcontractors and servants and boards, and any and all individuals and organizations assisting or participating in lease programs of the Town (the "Releasees"), harmless from (and agree to defend the Releasees from) any and all liabilities, claims, causes of action, demands, injuries, damages, costs, losses and expenses (including court costs and attorney's reasonable fees and expenses) that the Releasees may sustain or incur by reason of, relating to, or arising out of the discharge of hazardous substances, pollutants or effluent from the Leased Premises, or by reason of, relating to, or arising out of the use by Lessee of the Leased Premises.

TERMINATION: In the event that the Lessor determines that the Lessee is violating the terms of this Lease, or is no longer engaging in fishing activity or commercial activity, the Lessee shall be directed to promptly vacate the Leased Premises, and this Lease shall be void and without recourse to the parties hereto.

The provisions of the Bulkhead Area Rules and Regulations are specifically incorporated herein and are annexed to this lease as ADDENDUM "A". Violation of any of the above Lease provisions, or of any of the Bulkhead Area Rules and Regulations, shall be sufficient cause for immediate termination of this lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.



Lessee

8/29/2017

Date

Lessee

Date

Lessor, by its Board of Selectmen

By: _____

Date

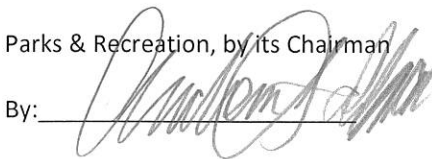
By: _____

Date

By: _____

Date

Parks & Recreation, by its Chairman


By: _____

Aug. 29, 2017

Date

8/30/17 Check # 2614
\$100.00

MENEMSHA BULKHEAD LEASE: 3/9/17
As adopted by the Board of Selectmen 4/4/17

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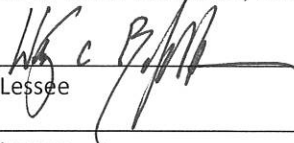
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Lessee

Lessee

August 31, 2017

Date

Date

Lessor, by its Board of Selectmen

By: _____

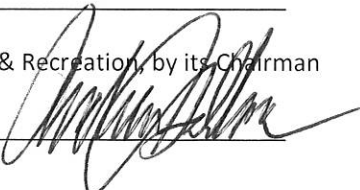
Date

By: _____

Date

By: _____

Parks & Recreation, by its Chairman


By: _____

August 29, 2017

Date

Paid check # 723
9/1/17