



Fairhaven Board of Selectmen

December 2, 2013 Meeting Minutes

Present: Chairman Charles Murphy, Vice Chairman Robert Espindola, Clerk Geoffrey Haworth, Executive Secretary Jeffrey Osuch, and Administrative Assistant Anne Kakley.

Chairman Charles Murphy called the meeting to order in the Town Hall Banquet Room at 6:32 p.m. The meeting was telecast and video recorded by Government Access.

MOMENT OF SILENCE

Chairman Murphy requested a moment of silence to honor the memory of long-time Fairhaven resident and civic leader Myra Lopes, who passed away over the weekend. After the moment of silence, Mr. Murphy invited words from the Board, Mr. Osuch and Ms. Kakley.

MINUTES

- Mr. Espindola motioned to approve the minutes of the **November 18, 2013** meeting, **open** session with one amendment. Mr. Haworth seconded. Vote to approve with amendment was unanimous. (3-0).
- Mr. Espindola motioned to approve the minutes of the **November 18, 2013** meeting, **executive** session. Mr. Haworth seconded. Vote was unanimous. (3-0).
- Mr. Espindola said that he wanted to amend the minutes of the **November 12, 2013** meeting, **open session**. Mr. Espindola had e-mailed his recommended amendments to the Board earlier in the day. Mr. Haworth said that he had been at work all day and had not had time to review the amendments. Mr. Espindola motioned to table the approval of the **November 12, 2013** minutes. Mr. Haworth seconded. Vote was unanimous. (3-0).

EXECUTIVE SECRETARY'S REPORT

In his report, Mr. Osuch updated the Selectmen on the following meetings:

- Tuesday, **December 3** –
 - 9:00 a.m. – Wood School Job Meeting
 - 1:30 p.m. – Meeting re: Verizon cell phones
- Wednesday, **December 4** –
 - 3:00 p.m. – Meeting with BPW and Frank Fostin re: snow removal
- Thursday, **December 5** –
 - 7:30 a.m. to 9:00 a.m. – Forum Group meeting – BBC office in New Bedford

- 10:00 a.m. – Digester meeting
- Tuesday, **December 10** –
 - 9:30 a.m. – Council on Aging meeting
 - 12:00 p.m. to 1:00 p.m. – Meeting with mediator Carol Gookin re: Dispatchers Union
 - 3:30 p.m. – Mattapoisett River Valley Advisory meeting at BPW
 - 4:30 p.m. – Mattapoisett River Valley Water District meeting at BPW
- Wednesday, **December 11** –
 - 7:00 a.m. – New School Building Committee at Wood School

BUDGET/REVENUE MEETING

Mr. Osuch said that the State had given preliminary approval of the reval update for the December 9 Tax Classification hearing. The Board discussed setting up a special meeting, possibly with the Finance Committee, to address setting the annual Stabilization Fund contribution, and to discuss the future of budgeting and revenue in general.

The Board set the special budgetary/revenue meeting for December 12, 2013 from 6:00 to 8:00 p.m.

ANIMAL SHELTER DONATIONS

Mr. Espindola motioned to approve donations to the Animal Shelter totaling \$25. Mr. Haworth seconded. Vote was unanimous. (3-0).

EMA DONATIONS

Mr. Espindola motioned to approve donations to the EMA Gift Account totaling \$2,000. Mr. Haworth seconded. Vote was unanimous. (3-0).

BEAUTIFICATION COMMITTEE APPOINTMENT

The Board read a letter of interest from Vicki Paquette for appointment to the Beautification Committee. Mr. Espindola asked who the chairman of the Beautification Committee was, adding that another committee had recently expressed concern about the size of its membership. Mr. Espindola recommended checking with the chairman of the Beautification Committee to see if the committee was still active and interested in new members.

Mr. Murphy recommended making a motion contingent upon the approval of the Beautification Committee chairman, believed to be Wayne Oliveira. Mr. Espindola motioned to appoint Vicki Paquette, conditional upon the Beautification Committee chairman's approval. Mr. Haworth seconded. Vote was unanimous. (3-0).

NSTAR GAS PERMITS

- The Board reviewed an NSTAR gas permit application for Bellevue Street, previously approved by the BPW. Mr. Espindola motioned to approve the gas permit application. Mr. Haworth seconded. Vote was unanimous. (3-0).
- The Board reviewed an NSTAR gas permit application for 89 Mill Road, previously approved by the BPW. Mr. Espindola motioned to approve the gas permit application. Mr. Haworth seconded. Vote was unanimous. (3-0).
- The Board reviewed an NSTAR gas permit application for 67 Hedge Street, previously approved by the BPW. Mr. Espindola motioned to approve the gas permit application. Mr. Haworth seconded. Vote was unanimous. (3-0).

FY15 COUNTY MOSQUITO CONTROL BUDGET

The Board reviewed a letter from the Bristol County Mosquito Control Project requesting the Board to send a letter of support for their FY15 State budget request. Mr. Murphy said that, after years on the Board of Health, he would be in support of the request. Mr. Espindola clarified that the letter was not requesting any additional funding over prior years. He said that he supported the budget request, as did Mr. Haworth. Mr. Espindola motioned to authorize the chairman to sign and send the Form SRB3. Mr. Haworth seconded. Vote was unanimous. (3-0).

RIGHT OF FIRST REFUSAL

The Board reviewed a request from Philip DeNormandie to consider a right of first refusal on Map 38, Lot 14. If the Town refuses to purchase the land, the agricultural land classification will be lifted for the sake of a commercial classification for a solar farm contract with Blue Wave Capital.

Mr. Osuch said that the Board needed more information before making a decision. He said that Town Counsel would be coming in later and the Board could have him weigh in on the matter. Mr. Haworth left the meeting at 6:56 p.m. Mr. Espindola motioned to send the letter off to Atty. Thomas Crotty for his review. Mr. Murphy seconded. Vote passed with one abstention from Mr. Haworth, who was not in the room at the moment. (2-0-1).

MEETING SCHEDULE

The Board briefly discussed their schedule for January through March. Mr. Haworth rejoined the meeting at 6:57 p.m. The Board could not agree on certain dates, so it resolved to set the dates at a later meeting.

ADAMS STREET PARKING ISSUE

The Board met with Atty. Joseph Michaud at 7:00 p.m., and his clients Wayne and Christine DeMello, residents of 53 Huttleston Avenue, at the corner of Huttleston and Adams Street.

Atty. Michaud said that they were before the Board to discuss the recent placement of “No Parking” signs on the Adams Street side of his clients’ house. He claimed that his clients had experienced an undue hardship because of the new signs, which limited their parking. Moreover, he said that their primary concern was that they thought the decision was not done fairly, as they were not consulted before the decision, which Atty. Michaud called a “unilateral decision”. He said that, contrary to what the Police Department claimed, his clients had not been consulted in the decision. Atty. Michaud said that his clients knew that safety was most important but that they were experiencing a hardship in finding a parking space.

The Board reviewed pictures of the location, which included Google Earth pictures that showed that the DeMellos’ home has a small driveway off Adams Street. Mr. Haworth noted that the DeMellos were choosing to use most of that driveway for their boat instead of off-street parking, which damaged their claim to parking hardship. He also noted that the picture he was reviewing showed that the DeMellos had been illegally parking in front of their own driveway, adding that this was illegal regardless of who owned the driveway. He recommended that the DeMellos approach the Board of Public Works and ask for a larger curb cut for a wider driveway to accommodate their needs. He said that he did not support removing any of the “No Parking” signs, as the intersection is dangerous.

Mr. DeMello said that he has lived at that location for 27 years and has never had a problem with parking there.

The Board suggested that the DeMellos meet with a public safety officer and the BPW to look into a curb cut.

NFIA FIRE STATION #3 LEASE

The Board reviewed a draft copy of the revised lease with the NFIA for use of Fire Station #3.

Mr. Osuch recommended forwarding a copy of the draft to the NFIA for comment. He cited the possibility of doing a Form A to carve out some land for the Fire Station #3 in the event the Town sells Oxford School. He said that if the Town sells the building along with Oxford, it will be responsible for a partial reimbursement of the work that the NFIA has completed on the building, as outlined by the draft lease (see Attachment A).

Mr. Haworth said that he was comfortable with the lease as it was written and that he favored sending it to the NFIA for their review.

Mr. Espindola motioned to send the draft lease to the NFIA for their review. Mr. Haworth seconded. Vote was unanimous. (3-0).

FRONTERA GRILL – TRANSFER OF A LIQUOR LICENSE

At 7:15 p.m. the Chairman opened a Public Hearing for a Transfer of a Restaurant – All Alcohol license for Frontera Grill, Turan Irge. Ryan Sawyer, Esquire and Edgar Brambila were present to represent Frontera Grill in the transfer.

Mr. Murphy read the legal ad for the transfer. The original application for the liquor license was approved by the selectmen two weeks ago. The transfer was to put the license in Mr. Brambila's name, as he will be the operator of the restaurant. Department approvals for the license have been completed, and the Building department will make final approvals when the construction on the building is complete.

Mr. Espindola reiterated from the previous meeting that the license will not include any alcohol serving on the patio. Mr. Osuch agreed, and he said that any server will have to be TIPS certified and proof of that TIPS certification will have to be furnished to the Town. Mr. Brambila said that he would have that available to the Selectmen's Office one week before opening.

Mr. Haworth asked Mr. Brambila how he could be in the establishment most of the time to oversee the serving of alcohol if he had a North Carolina address. Atty. Sawyer answered that Mr. Brambila may move up to the area. Mr. Brambila answered that he was the primary manager right now, but once the restaurant was running, they may come before the Board for a change of manager. He said that once they had a liquor license in hand, they would like to open the restaurant.

Mr. Murphy opened the hearing to comment and there was none from the public.

Mr. Espindola motioned to approve the transfer of the Restaurant All-Alcohol license to the applicant, Edgar Brambila. Mr. Haworth seconded. Vote was unanimous. (3-0).

WELL DECOMMISSIONING REQUEST

The Board read a letter from Anthony DelTufo of Clean Harbor Environmental Services, Inc., requesting the decommissioning of a monitoring wells at a parcel off Bridge Street. Mr. Espindola motioned to authorize the Chairman to sign the release to authorize the well decommissioning at Parcel 1D 38-016M. Mr. Haworth seconded. Vote was unanimous. (3-0).

CONTRACT EXTENSION – CDBG PARK ST

The Board reviewed a request from Bill Roth to sign a contract extension for CDBG – Park Street. Mr. Roth said that they needed the extension so that they could continue to expend the grant instead of having to return it. Mr. Espindola motioned to authorize the Chairman to sign the contract extension for CDBG – Park Street. Mr. Haworth seconded. Vote was unanimous. (3-0).

CDBG PUBLIC HEARING – ANTHONY SCHOOL TARGET

At 7:25 p.m., the Chairman opened a Public Hearing to discuss the CDBG Anthony School Target Area. Mr. Roth said that they were looking at the Anthony School area, as 50 percent was classified as “fair” condition because of the presumed presence of lead paint due to age, and 2 percent was deemed “poor” condition. Mr. Roth recommended that the Board find evidence that the Anthony School Target Area be in condition as described in MGL Chapters 121A and 121B as “slums and blight”, to thereby qualify the area for CDBG assistance.

Mr. Murphy opened the hearing to public comment. There was none.

Mr. Espindola motioned to have the Board declare the Anthony School Target Area as qualifying for the CDBG, pursuant to MGL Chapters 121A and 121B. Mr. Haworth seconded. Vote was unanimous. (3-0).

LEGAL ADS

At 7:34 p.m., the Board met with Sheila McGlinchey, Advertising Director for the *Standard-Times* to discuss legal ad rates for the Southcoasttoday.com products, including the *Standard-Times* and *The Advocate*. *Fairhaven Neighborhood News* owner Beth David was also present.

Ms. McGlinchey discussed the *Standard-Times* audience, rates, and brand. The paper covers from Westport east to Wareham and up to Lakeville. Ms. McGlinchey said that the town with the most subscriptions is Fairhaven, with 48 percent of Fairhaven receiving the Sunday edition of the *Standard-Times*. Ms. McGlinchey said that as a member of the Newspaper Association, the S-T ads were syndicated on mypublicnotice.com.

Ms. David was invited to speak as well. Ms. David said that she could not compete with the legacy of the *Standard-Times*, but that her paper was more affordable and that most of her freelancers, advertisers and readers were in Fairhaven, so any money spent on legal ads in her paper would essentially stay in the Town.

Mr. Espindola said that he wanted to hear the opinion of someone who would be advertising from the office. Ms. Kakley said that currently, clerks use the newspapers they need for advertising. She said she did not see a need to make any changes and that certain newspapers were better choices than others, depending on the item being advertised. Mr. Osuch concurred that some papers are better choices than others, depending on the advertising need.

No action was taken. Mr. Murphy thanked Ms. McGlinchey and Ms. David for coming in.

ACO INTERVIEW – TERRY CRIPPS

At 7:51 p.m., the Board met with Animal Control Officer applicant Terry Cripps. Mr. Cripps is one of three finalists for the advertised position. Mr. Cripps lives in Fairhaven, close to the Animal Shelter, graduated from Brockton High School, and has experience as a firefighter in the military and the Sheriff’s Office.

The Board asked Mr. Cripps a series of questions. Mr. Cripps said that he always tries to make a positive thing out of every situation. He said that his experience in law enforcement and the military has made him well-adapted to stress. Mr. Cripps has been a volunteer for the Fairhaven Animal Shelter. References for Mr. Cripps came back positive, including a recommendation from former ACO Catherine Mindlin. Mr. Cripps said that he would be happy in the position long-term.

Mr. Osuch said that Mr. Cripps was knowledgeable in social media, but did not have a lot of experience working in the outdoors with animals.

Mr. Haworth said, in the first round of interviews, that he was impressed with Mr. Cripps knowledge of the subject and spoke well.

Mr. Cripps emphasized his social media skills and documentation skills.

Mr. Cripps will need two weeks' notice for his current employer. He is willing to accept the salary of Non-Union Level 9, Step 1, \$16.82 per hour.

ACO CANDIDATE – CASSANDRA THAYER

At 8:03 p.m., the Board met with applicant Cassandra Thayer. Ms. Thayer is one of three finalists for the ACO position. Ms. Thayer has a lot of experience with animal care, including volunteer positions, a Bachelor's degree in animal care with a minor in zoology, likes working with the public and working with animals. References came back favorable for Ms. Thayer.

The Board asked Ms. Thayer a series of questions. Ms. Thayer is a resident of Plymouth, but said that she would be willing to relocate to the Fairhaven area. She asked if she would have to come to Fairhaven or if the surrounding area would suffice. The Board indicated that the surrounding area would be fine, with Mr. Haworth adding that he, personally, would like to see the ACO live in Fairhaven specifically.

Mr. Haworth said that Ms. Thayer has a lot of experience working with animals, but not as much experience on the law enforcement side of the position.

Ms. Thayer said that she will need two weeks' notice for her current employer. She is willing to accept the salary of Non-Union Level 9, Step 1, \$16.82 per hour.

ACO CANDIDATE – KELLY MASSEY

At 8:15 p.m., the Board met with Kelly Massey, applicant for the ACO position and one of three finalists. Ms. Massey is the Assistant ACO for the Town of Mattapoisett, and the interim ACO for the Town of Fairhaven. References came back favorable for Ms. Massey, including references from Mattapoisett officials. Additionally, Fairhaven Health Agent Patricia Fowle issued a memo to the Board indicating that she had worked with Ms. Massey on a stressful incident involving the mistreatment of animals, and that she found Ms. Massey to be very knowledgeable and professional.

The Board asked Ms. Massey a series of questions. Ms. Massey said that she has been happy to had the chance to be the interim ACO for the Town of Fairhaven and would like to stay in the position. She said that it is not an easy job, but she thinks it is a rewarding job. She cited computer use as her weakness.

Mr. Osuch said that Ms. Massey has done a good job filling in for the last ACO, who left with short notice.

Ms. Massey can start immediately. Salary range of Non-Union Level 9, Step 1, \$16.82 per hour is acceptable.

ACO DELIBERATION

The Board reviewed the three applicants before them. Mr. Osuch said that the references checked out well for all three candidates. He cited the strengths and weaknesses of each candidate.

The three member interview committee for the hiring of an ACO consisted of Mr. Haworth, Sgt. Michael Botelho of the Police Department, and Mr. Osuch. Mr. Osuch favored Ms. Massey while Mr. Haworth and Sgt. Botelho favored Mr. Cripps.

Mr. Osuch said that Ms. Massey has already done an excellent job in the position. Mr. Haworth thought Mr. Cripps would be a better fit, citing his social media skills, the fact that he is a resident, and a veteran. Mr. Murphy also favored Mr. Cripps for the fact that he was a veteran and he had budgetary management experience. Some discussion took place on the background of one of the candidates being a cause for concern. Mr. Espindola motioned to appoint Mr. Cripps to the position of Animal Control Officer, with a Non-Union Level 9, Step 1 salary of \$16.82 per hour. Mr. Haworth seconded. Vote was unanimous. (3-0).

ACO – CHANGES TO POSITION

Mr. Murphy read a letter from Finance Director Wendy Graves, requesting that the Board change the position from hourly with overtime to a straight salaried position. See Attachment B.

Mr. Osuch said that he thought the Personnel Board should review all the Non-Union in considering the removal of comp time.

The Board favored making the change to the ACO position as recommended by Ms. Graves. Mr. Espindola asked if the change would have any bearing on the benefits of the position. Mr. Osuch said that it should not impact the benefits. Mr. Murphy said that the move reflected the Personnel Board's opinion that comp time in Town is getting out of hand.

Mr. Espindola motioned to change the ACO position to a salaried position with a starting rate of \$16.82, with the ACO reporting in and out at the Police Station. Mr. Haworth seconded. Vote was unanimous. (3-0).

GEOTMS – E-PERMITTING

The Board discussed the current stage of implementation for GeoTMS' e-permitting program for various Town departments. Along with the implementation came the payment of a three percent fee to GeoTMS on every permit pulled from participating Town departments.

The Building Department requested the Board approve an increase in its departmental fees to offset the cost of the three (3) percent GeoTMS e-permitting fee.

Mr. Espindola said that the original date to begin the implementation of the online e-permitting was December 1, but the Building Department was not yet ready to "go live".

Discussion ensued on the implementation of GeoTMS and the technical specifications. Discussion also ensued on the three percent GeoTMS fee. Mr. Haworth did not favor applying this surcharge to all applicants, including those who do not use the e-permitting service; however, the terms of agreement with GeoTMS require the surcharge to be applied to all applicants, regardless of application method. Mr. Espindola said that other towns give rave reviews to the e-permitting and that it would increase transparency in the application process, with applications sitting in an online queue.

Mr. Haworth said that the permit fees were already raised and that raising them again would discourage growth. Mr. Espindola argued that the Town's current fee structure is not high, compared to surrounding towns.

Mr. Murphy suggested putting the matter on the agenda for the Monday, December 9, 2013 noontime meeting. He asked Ms. Kakley to invite the Building department, Fire Chief, Health Agent, Ross Perry and a representative of GeoTMS to the December 9, 2013 meeting.

124 ALDEN ROAD

Mr. Murphy said that he would like to make a decision on the fate of 124 Alden Road (formerly Staffon's Greenhouse). He said that he favored going forward with auctioning the parcel.

Mr. Espindola said that the Board has had several departments come forward and express interest in using the parcel of land, including the BPW for a recycling center. He said that he wanted to explore all options before making a decision. He said that there has not been a meeting of a Capital Planning Committee and that the location could fit into an overlay district for medical marijuana in the future.

Mr. Haworth said that it was a prime location. He said that he understood that the BPW wanted to be able to expand services for residents, but that using the location as a recycling center would not be the best use of the property. He said that the old dump location should be further explored as a recycling center opportunity. He favored selling 124 Alden Road.

Mr. Espindola said that the Board had only interviewed one auctioneer. He asked if they would interview another. He repeated that he favored holding off on a decision. Discussion ensued.

Mr. Murphy motioned to go forward with the original plan of auctioning off 124 Alden Road. Mr. Haworth seconded. Vote was unanimous. (3-0).

OLIVER ST. CHICANE

Mr. Murphy declared that there would be a Public Hearing on December 16 for the removal of a chicane on Oliver Street. He asked that the Planning Board and the Tree Warden be asked to comment on the removal in time for the public hearing.

LETTER – 9 LITTLE BAY ROAD

The Board reviewed a letter from the Fire Chief re: 9 Little Bay Road. The letter addresses ongoing issues of safety and aesthetics at the location, which was the site of a 2011 fire and is an abandoned property. In his letter, Chief Francis recommends sending a certified letter to the absentee owner, demanding clean-up for the safety of the neighborhood, with a time frame included. If clean-up is not completed in the outlined time frame, the Town could take on the role of clean-up and place a lien on the property for the costs incurred.

Mr. Murphy said that the property is dangerous. Building Commissioner Wayne Fostin would like permission from the Board to contact Town Counsel regarding the matter. Atty. Tom Crotty was present at the meeting. He advised that the Building Inspector should send out a “Board of Survey” and if the owner does not bring the parcel up to code, then the Town can bring them to court and seize the property. Mr. Osuch said that the communication should come from the Building Commissioner.

The property owner is not current with tax payment on the property as well. Mr. Murphy said that Atty. Crotty will speak with Wayne Fostin on the matter, because Tax Title may be the easier way to clean up the property. Mr. Haworth will also speak with the Building Commissioner regarding the property.

HOUSING AUTHORITY VACANCY

Mr. Murphy noted the passing of Jimmie Oliver on November 8, 2013. Mr. Oliver was a member of the Fairhaven Housing Authority Board. Mr. Murphy went over the appointment process for the vacancy, and asked anyone interested in filling the vacancy to send a letter of interest to the Board of Selectmen. The vacancy will also be posted on the Town website. Any letters of interest will also be courtesy-copied to the Housing Authority.

The Board members each took a moment to fondly reflect on Mr. Oliver and his service to the Town.

OTHER BUSINESS

In Other Business:

- Mr. Espindola asked for thoughts from the Board about asking Atty. Crotty to inform the Board any time he is going to court on behalf of the Town. Mr. Haworth said that the only time he was upset with lack of communication from Town Counsel was with the “missing ballot” incident from the April 1, 2013 election, but he found that the current methods of communication between the Board of Selectmen and Town Counsel were adequate. Atty. Crotty said that any time he is going to court, the Town department head involved is aware (i.e. Building Commissioner). He said that he could not help what was considered newsworthy and what was not. Mr. Murphy said that the “Authorization for Legal Services” form has been very helpful in keeping track of Town Counsel use. No action was taken.
- Mr. Espindola asked about the current standing policy of the three members of the Board of Selectmen not having equal access to Town Counsel, with the Chairman having the final authority in between meetings. Atty. Crotty said that the origin of that policy was to keep legal costs down. Mr. Espindola said that because of Open Meeting Law (OML), he could not ask the chairman a question outside of a meeting. Atty. Crotty said that there is an exemption from OML for contacting the chairman for setting the agenda. Mr. Haworth asked Mr. Espindola to put his thoughts related to Town Counsel use in writing for an upcoming meeting. No action was taken.
- Mr. Espindola congratulated everyone who participated in the Turkey Trot and said it was well-attended.
- Mr. Espindola reminded the public that his office hours are expanding.
- Mr. Haworth reminded the public that there are a lot of fun holiday events coming up.
- Mr. Murphy also congratulated the Turkey Trot runners and gave thanks to the event organizers. Mr. Murphy congratulated Mr. Espindola and Mr. Osuch for running the race.
- Mr. Murphy said that he and Mr. Espindola attended the Thanksgiving Ecumenical Service and said it was a nice night.
- Mr. Murphy congratulated Connie Monopoly, recipient of the Marian medal
- Mr. Murphy offered condolences from the Board to Al Benac on the passing of his daughter, Monica Benac.

At 9:40 p.m., Mr. Espindola motioned to enter Executive Session, pursuant to MGL 30A § 21:

- To discuss strategy with respect to collective bargaining – Fire, Police, Dispatchers Union negotiations
- To discuss strategy with respect to comp time – Animal Control Officer
- To discuss strategy with respect to contract negotiations – Fairhaven Wind mitigation plan
- To discuss strategy with respect to potential litigation – Tibbett’s
- To discuss strategy with respect to potential land acquisition – 61A Bridge Street

Mr. Haworth seconded the motion to enter Executive Session for the aforementioned reasons, not to reconvene into open session afterward. Vote was unanimous. (3-0). Roll call vote: Mr. Espindola in favor. Mr. Murphy in favor. Mr. Haworth in favor.

Respectfully,

Anne Kakley

Administrative Assistant
Board of Selectmen
(Minutes approved 12/16/2013)

LEASE

This Lease entered into this _____ day of _____, 2013, between the Town of Fairhaven, Massachusetts (the "Town" acting through its Board of Selectmen), the Lessor, and the North Fairhaven Improvement Association, Inc. ("NFIA"), Lessee.

1. **PREMISES**

a. The Town hereby leases to NFIA the building commonly referred to as Fire Station #3 (the "Building") located on the land owned by the Town on Adams Street in Fairhaven, Massachusetts, said land otherwise shown at Fairhaven Assessors' Map No. 22A, Lot 192 (the "Lot"), along with the right to use said land as necessary to access the leased building and to otherwise fulfill the purposes of this lease.

b. Notwithstanding the foregoing, the Town may subdivide, merge or otherwise reconfigure the Lot leaving the Building on a parcel sufficient to allow access to the Building for its intended use, as set forth in Paragraph 7 hereof; and the Town may convey, lease or otherwise transfer any or all of its interest in the remaining portion of the Lot, notwithstanding the fact that such a transfer may deprive NFIA of the use of that portion of the Lot.

2. **TERM**

The term of this Lease shall be six (6) years commencing on January 1, 2014, to and including December 31, 2019. Notwithstanding the foregoing, the Town acting in its sole and unfettered discretion, may terminate this lease at any time and for any reason, or no reason, by giving written notice to NFIA that the lease shall terminate on a specified date. Such notice shall be delivered to NFIA at the address indicated in Paragraph 17 no later than thirty (30) days prior

to the specified date of termination. The provisions of Paragraph 16 shall apply in the event of a termination pursuant to this Paragraph 2.

3. **BASE RENT, ADDITIONAL RENT**

a. The Base Rent payable in advance to the Town shall be Ten Dollars (\$10.00), receipt of which is hereby acknowledged.

b) In addition to the base rent, NFIA shall pay the cost of routine maintenance, insurance and utility costs for the Building during the lease term (hereinafter, "Additional Rent").

4. **ASSIGNMENT**

This lease may not be assigned by NFIA except as expressly permitted by the Town in writing.

5. **LEASEHOLD IMPROVEMENTS**

All leasehold improvements made to the Building subsequent hereto shall become the property of the Town immediately upon the making of those improvements.

6. **UTILITIES**

The Town shall have no obligation to provide utilities or equipment. In the event NFIA requires utilities or equipment, the installation and maintenance thereof shall be NFIA's sole obligation and at NFIA's expense, provided that such installation shall be subject to the written consent of the Town.

7. **USE OF LEASED PREMISES**

NFIA shall use the leased premises only for the purpose of NFIA's administrative offices, meeting space, storage space and other uses consistent with the charitable purposes of NFIA.

8. COMPLIANCE WITH LAWS

NFIA acknowledges that no trade or occupation shall be conducted in the leased premises, and no use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any by-law or regulation in force in the Town.

9. FIRE INSURANCE

NFIA shall not permit the use of the leased premises for the manufacture, assembly, storage or handling of combustible or explosive materials which will make void or voidable any insurance on the property of which the leased premises are a part, or on the contents of said property, or which use shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. NFIA shall insure the property against fire and other casualty and shall carry liability insurance. Casualty insurance shall be in the amount of the leased premises. Liability insurance shall be no less than Five Hundred Thousand Dollars (\$500,000) per claim and the Town shall be a named insured. NFIA shall on demand reimburse the Town all extra insurance premiums caused by NFIA's use of the premises.

10. MAINTENANCE: LESSEE'S OBLIGATIONS

NFIA agrees to put the Building in good condition, and to maintain it in such condition damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein. NFIA shall not permit the leased premises to be overloaded, damaged, stripped or defaced, nor suffer any waste. NFIA shall obtain written consent of the Town before erecting any sign on the premises. The Town acknowledges that NFIA may affix signage to the building consistent with NFIA's charitable purposes. All signage shall be subject to the approval of the Town, such approval not to be unreasonably withheld.

11. ALTERNATIONS: ADDITIONS

NFIA may make structural alterations or additions to the leased premises, provided the Town first consents thereto in writing. All such allowed alterations shall be at NFIA's expense and shall be in quality at least equal to the original quality of the present construction. NFIA shall not permit any mechanic's liens, or similar liens, to remain upon the leased premises for labor and material furnished to NFIA or claimed to have been furnished to NFIA in connection with work of any character performed or claimed to have been performed at the direction of NFIA and shall cause any such lien to be released of record forthwith without cost to the Town.

12. SUBORDINATION

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, lien or liens on the property of which the leased premises are a part, now or at any time hereafter, and NFIA shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

13. LESSOR'S ACCESS

The Town or agents of the Town may, at reasonable times with reasonable notice, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and may make such repairs and alterations as the Town should elect to do and may show the leased premises to others, and at any time may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

14. **FIRE OR OTHER CASUALTY; EMINENT DOMAIN**

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, NFIA may elect to terminate this lease or restore the premises and continue use under this lease. If such fire or casualty renders the leased premises substantially unsuitable for its intended use and NFIA elects to terminate this Lease, the casualty insurance payment shall be paid to the Town, and NFIA's termination of the lease shall be considered an abandonment pursuant to Paragraph 15. If NFIA elects to restore the premises it shall retain the insurance proceeds and restore the leased premises to its pre-casualty condition.

The Town reserves, and NFIA grants to the Town, all rights which NFIA may have for damages or injury to the leased premises for any taking by eminent domain or due to fire or other casualty, except for damage to or loss to NFIA's property or equipment, and subject to NFIA's right to repair the leased premises and to continue its use under the lease.

15. **DEFAULT AND BANKRUPTCY**

In the event that:

a. NFIA shall default in the observance or performance of any of NFIA's covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

b. NFIA shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of NFIA's property for the benefit of creditors, then the Town shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove NFIA's effects, without prejudice to any remedies which might otherwise be used for arrears of rent or other default NFIA shall indemnify the Town against all loss of rent and other payments which the

Town may incur by reason of such termination during the residue of the term. If NFIA shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on NFIA's part to be observed or performed under or by virtue of any of the provisions of any article of this lease, the Town, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of NFIA. If the Town makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of eighteen percent (18%) per annum and costs, shall be paid to the Town by NFIA as additional rent.

16. **PAYMENT FOR LESSEE IMPROVEMENTS**

a. At the end of the lease term, or in the event of termination prior to the end of the lease term for reasons other than (i) default by NFIA under the provisions of Paragraph 15; or (ii) abandonment of its rights under the lease or abandonment of the Building by NFIA, the Town shall pay to NFIA a portion of the cost of any structural improvements made to the Building by NFIA before January 1, 2001, provided that the total cost of such structural improvements shall have been reported by NFIA to the Town no later than April 1, 2001. Such payment shall be calculated by multiplying the actual cost of such structural improvements, or Twenty-Five Thousand Dollars (\$25,000), whichever is less, by a fraction, the numerator of which is 2019 minus the number of the year in which termination of the lease occurs, and the denominator of which is 20.

b. For the purposes of this paragraph, the words "structural improvements" mean permanent replacement or repair of structural members of the Building, and any permanent

alteration or addition to the structure of the Building, but shall not include non-structural, cosmetic, temporary or removable alterations, or additions.

17. **NOTICE**

Any notice from the Town of NFIA relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to P.O. Box 877, registered or certified mail, return receipt requested, postage prepaid, addressed to North Fairhaven Improvement Association, Inc. Any notice from NFIA to the Town relating to the leased premises or to the occupancy thereof, shall be deemed duly served if mailed to the Town by registered or certified mail, return receipt requested, postage prepaid, addressed to the Town of Fairhaven, Board of Selectmen, Town Hall, 40 Center Street, Fairhaven, MA 02719.

18. **SURRENDER**

NFIA shall, at the expiration or other termination of this lease, remove all NFIA's goods and effects from the leased premises (including, without hereby limited the generality of the foregoing, all signs and lettering affixed or painted by NFIA, either inside or outside the leased premises). NFIA shall deliver to the Town the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of NFIA's failure to remove any of NFIA's property from the premises, the Town is hereby authorized, without liability to NFIA for loss or damage thereto, and at the sole risk of NFIA, to remove and store any of the property at NFIA's expense or to retain same under the Town's control or to sell at public or private sale, without notice, any or all of the property not so

removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2013.

NORTH FAIRHAVEN IMPROVEMENT ASSOCIATION, INC., Lessee

TOWN OF FAIRHAVEN, Lessor

By: _____

By: _____

