

SELECTMEN'S MEETING – JANUARY 10,2012

Mr. Silvia, Dr. Bowcock and Mr. Murphy were present.

Also in attendance was Jeffrey Osuch.

Mr. Silvia called the meeting to order at 6:30 P.M.

Dr. Bowcock motioned to approve the minutes of December 27, 2011. Mr. Murphy seconded. Vote was unanimous.

EXECUTIVE SECRETARY'S REPORT

Wed., Jan. 11, 2012, 2:30 P.M. – MA DEP walk at Seaport Inn

Thurs.,Jan. 12, 2012, 7:00 P.M.@ BPW/Finance Committee

Fri.,Jan.13, 2012,@ Town Hall/New School Meeting with HMFH,GGD,BPW, Daedalus and Town Officials

Mon., Jan. 16, 2012 – Holiday/Town Hall Closed

Wed., Jan. 18, 2012, 9:00 A.M. @ Wareham Annex/BBAC

5:00 P.M.@ HS Library/New School Committee

Thurs.,Jan.19,2012,7:30 A.M. @ NB Chamber of Commerce/Forum Meeting

7:00 P.M.@ BPW/Finance Committee

Mon.,Jan. 23, 2012 – @ Town Hall/Retirement Board Meeting

SELECTMEN'S SECRETARY POSITION

Discussion on Selectmen Secretary; initial interviews will be held in Executive Session. Final interviews will be on Tuesday, January 17, 2012, starting at 5:30 P.M.

HEALTH PLAN

Health plan changes; Dr. Bowcock will meet with Union representatives.

TOWN ACCOUNTANT'S POSITION

Applications for Accountant position will be reviewed by Dr. Bowcock, John Nunes and Jeffrey Osuch. They will report back to the Board of Selectmen.

Mr. Osuch stated that topics to be discussed in executive session are Clerical Union contract, Sewer and Water Teamster contract issues.

ABATEMENT OF DONATED PARCEL

Dr. Bowcock motioned to sign abatement form for land Town accepted as donation to Conservation Commission; Map4 Lot 148, abatement \$20.45. Mr. Murphy seconded. Vote was unanimous.

MA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- A. Dr. Bowcock motioned to have Chairman sign MA Community Development Block Close-Out Agreement. Mr. Murphy seconded. Vote was unanimous. (See attached)
- B. Dr. Bowcock motioned to have Chairman sign MA/DOT-Rte.6/Huttleston Ave. form. Mr. Murphy seconded. Vote was unanimous. (See attached)

SRTA

Dr. Bowcock motioned to have Chairman sign Lease Agreement for 2011 E-350 with SRTA for a COA Van. Mr. Murphy seconded. Vote was unanimous.

BLUE SKY POWER

Dr. Bowcock motioned to have Chairman sign Agreement to Extend Lease & PPA terms with Blue Sky Power. Mr. Murphy seconded. Vote was unanimous. (See attached)

WASTE DISPOSAL AGREEMENT

- A. Dr. Bowcock motioned to sign Waste Agreement for 2012 with Lombard's Waste Services, Inc. Mr. Murphy seconded. Vote was unanimous. (See attached)
- B. Dr. Bowcock motioned to sign Waste Agreement with ABC Disposal, Inc. Mr. Murphy seconded. Vote was unanimous. (See attached)

CONSTABLE APPOINTMENT

Dr. Bowcock motioned to table Timothy Garcia's application for constable pending completion of a CORI check. Mr. Murphy seconded. Vote was unanimous.

FAIRHAVEN COUNCIL ON AGING

Dr. Bowcock motioned to appoint Jack Oliveira as an associate member on the COA Board. Mr. Murphy seconded. Vote was unanimous.

SURPLUS VEHICLE

Mr. Murphy motioned to grant the surplus vehicle to the EMA. Dr. Bowcock seconded. Vote was unanimous.

NSTAR

Dr. Bowcock motioned to approve gas line maintenance at 53 & 55 Cedar Street. Mr. Murphy seconded. Vote was unanimous.

ANIMAL SHELTER GIFT ACCOUNT

Selectmen accepted donations totaling \$521.00; thanking all who donated.

2012 LICENSE RENEWALS

1. Dr. Bowcock motioned to approve Liquor License for American Legion. Mr. Murphy seconded. Vote was unanimous.
2. Dr. Bowcock motioned to approve Repair License for Ray's Fair Repair. Mr. Murphy seconded. Vote was unanimous.
3. Dr. Bowcock motioned to approve Lodging License for Delano Homestead B&B. Mr. Murphy seconded. Vote was unanimous.
4. Dr. Bowcock motioned to approve Common Victualer Licenses for Just Ray's Restaurant and Palace Pizza & More. Mr. Murphy seconded. Vote was unanimous.
5. Dr. Bowcock motioned to approve Entertainment License for Monster Mini Golf. Mr. Murphy seconded. Vote was unanimous.

APPOINTMENTS

7:00 P.M. – Total Confections, LLC, d/b/a EMMA JEAN'S CUPCAKE FACTORY & ICE CREAM SHOPPE

Present were Atty. Andrew Ruff, Kathy Melanson, and Cynthia Correia.

Atty. Ruff explained wine bottles would be placed in gift packages for sale; all employees that handle wine bottles will be TIPS certified. Certificates to be forwarded within 30 days; discussion followed.

Dr. Bowcock motioned to approve the new Package Store/Beer & Wine License. Mr. Murphy seconded. Vote was unanimous.

7:10 P.M. – Tree Warden

Mr. Medeiros discussed the issue of trees on Union & William streets, whether they are on private property or town property?

Carol Munchie, resident at 25 Union St., wrote letter stating the root structure is on Town property and is therefore a Town tree. Discussion ensued.

Selectmen are awaiting opinion from Town Counsel as to whether the trees are private or public property. Ms. Munchie will be forwarded a copy of Town Counsel's opinion.

Dr. Bowcock motioned to allow removal of the tree on William St. as it is leaning towards the street & is dead. Mr. Murphy seconded. Vote was unanimous.

Mr. Medeiros requested a pay increase for FY 13. Mr. Medeiros was instructed, that seeing he is an elected official, to propose the amount of the increase and submit it in his budget. Town meeting would have to vote to support the increase.

Discussion on Wind Turbines followed. Dr. Bowcock motioned to hold a forum on Tuesday, January 24, 2012 at 7:00 P.M. at the Middle School. Mr. Murphy seconded. Vote was unanimous.

OTHER BUSINESS

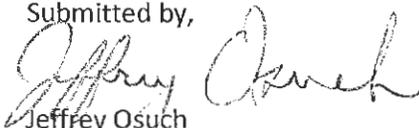
Dr. Bowcock commented on Kathy Brienzo being selected as Standard Times Person of the Year. Also, Dr. Bowcock congratulated Mr. & Mrs. Wasko on their selection as Fairhaven's Man & Woman of the Year.

Mr. Murphy requested an update on Bencor. Jeffrey Osuch will speak with John Nunes.

At 7:30 P.M., Dr. Bowcock motioned to go into executive session to discuss candidates for Selectmen's secretary, Clerical Union contract, Non Union pay and Sewer & Water Teamster Union issues, Cushman Park/Mr. Souza issues and not to reconvene in open session. Mr. Murphy seconded. Vote was unanimous. Roll 3-0.

Meeting adjourned.

Submitted by,


Jeffrey Osuch
Executive Secretary

SELECTMEN'S COPY
5A.



Commonwealth of Massachusetts
DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Gregory Bialecki, Secretary, EOHED

RECEIVED

December 15, 2011

Mr. Michael Silvia
Chairman Board of Selectmen
40 Center Street
Fairhaven, MA 02719

JAN 03 2011

FAIRHAVEN PLANNING &
ECONOMIC DEVELOPMENT
DEPARTMENT

Dear Chairman Silvia:

This is to inform you that the Massachusetts Community Development Block Grant (CDBG) has initiated procedures to formally close-out the grant of the Town of Fairhaven CDF FY2009 Grant 0590. Our records indicate the Period of Performance (from Section 2.01 of the Grant Contract) has expired. Please note the Final Agreement(s) have been forwarded to the contact noted (if applicable).*

Enclosed is a copy of the Close-Out Agreement. Please **sign and date** the enclosed agreement and return to the following address within 15 days of receipt of this letter.

Massachusetts Community Development Block Grant Program
100 Cambridge Street, Suite 300
Boston, Massachusetts 02114

Attn: Debra Jean CDBG Data Management Specialist

In addition, please be advised that the Special Conditions (if applicable), as specified in Attachment A, shall remain as unresolved issues attached to your file. The Massachusetts CDBG Program will require the Town of Fairhaven to resolve these issues prior to any additional Massachusetts CDBG Program awards being made to your community.

If you have any questions, please call me at (617) 573 - 1418.

Sincerely,

Carl Monaco
CDBG Budget/Account Coordinator

CM/dmj

cc: Contact w/Enclosures

s:\wp\audit\closeout\Fairhaven CDF FY09 0590 phase-1

Commonwealth of Massachusetts
Massachusetts Community Development Block Grant Program
CLOSE-OUT AGREEMENT

1. This Agreement entered into by and between the Town of Fairhaven (hereinafter referred to as the "Recipient") and the Department of Housing and Community Development (hereinafter called "DHCD") is identified as Grant No.: 0590 (FY2009 CDF); and
2. WHEREAS, all Recipient activities have been undertaken and completed; and,
3. WHEREAS, the parties hereto desire to enter final settlement and conclusion of the Grant; and in reliance on the final Quarterly Activity Report dated 9/30/2011.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION A.: AUDITS

A final audit has not been made of all program costs. The Recipient's next scheduled audit, in accordance with the Single Audit Act of 1984, will include an audit of Grant costs. If any costs are disallowed by such an audit and the disallowance sustained by DHCD, the Recipient will remit the amount of such sustained disallowed costs to DHCD.

A final audit has been made of all program costs. The audit was submitted to DHCD and accepted.

SECTION B.: This agreement shall be executed in three counterparts, each of which shall be determined to be an original, and such counterparts shall constitute one and the same instrument.

SECTION C.: If a default occurs under this agreement or if Recipient fails to comply with any provision in 24 CFR Part 570, Subparts J and K, DHCD may at any time or from time to time proceed to protect all rights available to DHCD under this agreement and 24 CFR Part 570

This Close-Out Agreement with any applicable Special Conditions (Attachment A) is hereby executed and delivered by the parties hereto on the dates set forth below. All parties agree to abide by all governing regulations.

Town of Fairhaven

Department of Housing and
Community Development (DHCD)

By: *Michael Silvia*

By: _____

Name: MICHAEL SILVIA

Name: Leverett Wing

Title: Chairman

Title: DCS Associate Director

Date: 1/10/12

Date: _____

SELECTMEN'S COPY



Town of Fairhaven
Massachusetts
Office of the Selectmen

RECEIVED

2011 DEC 29 P 12:08

40 CENTER STREET
FAIRHAVEN, MA 02719

BOARD OF SELECTMAN
FAIRHAVEN MASS

TEL: (508) 979-4023
FAX: (508) 979-4079

WASTE DISPOSAL SERVICES AGREEMENT

This agreement entered into between the Board of Selectmen for the Town of Fairhaven ("the Town") and Lombards Waste Services, Inc. ("the Hauler"), a Massachusetts corporation, on this JAN 10 day of 2012.

WHEREAS, by the terms of a Waste Acquisition Agreement ("the WAA") dated October 14, 1984, the Town of Fairhaven has the right to deliver certain amounts of solid waste to the COVANTA/SEMASS Partnership ("SEMASS") plant at Rochester for disposal, regardless of whether that solid waste originated from sources inside or outside the Town of Fairhaven, and

WHEREAS, the Hauler is in the business of hauling waste for disposal, or is a municipality directly or through a contractor hauling waste generated within the municipality, and

WHEREAS, the town wishes to sell to the Hauler a portion of its right to deliver waste to SEMASS for disposal, and the Hauler wishes to buy from the Town that right to deliver waste,

Therefore, the parties agree as follows:

1. Term

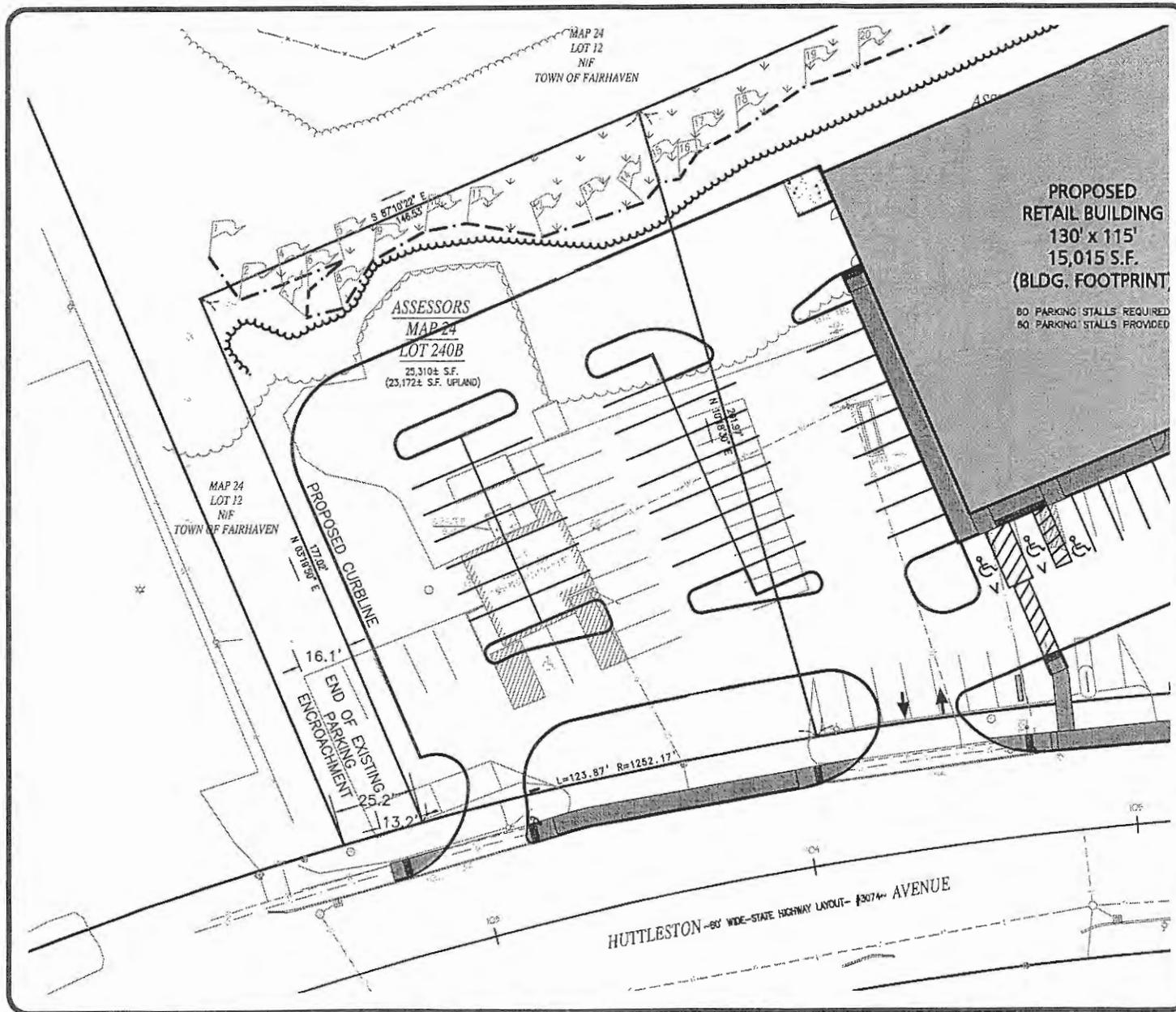
The term of the Agreement shall be from the date of its execution until December 31, 2012, unless earlier terminated as otherwise provided herein.

2. Delivery of Waste

The Hauler may deliver to SEMASS, on the Town's account, up to 5,000 tons ("the Contract Tonnage") of solid waste during each calendar year for the term of this Agreement. The Hauler may not deliver to SEMASS more than one thousand (1,000) tons of solid waste in any thirty (30) day period except with prior written permission from the Town.

3. Additional Waste Delivery

The Town may from time to time offer to the Hauler the option to deliver additional waste to SEMASS during the remainder of the calendar year, depending on the availability of unused allocation, and the Town will give the Hauler seven (7) days to notify the Town of its intent to exercise that option, and in that event the quantity of waste set forth in Paragraph 2 above will be adjusted accordingly.



APPLICANT/OWNER:
WATERSTONE RETAIL DEVELOPMENT
 145 ROSEMARY STREET, BUILDING D
 NEEDHAM, MA 02494

PROJECT:
PROPOSED RETAIL DEVELOPMENT
 114-116 HUTTLESTON AVENUE
 FAIRHAVEN, MA

PROJECT NO. 1611-05 DATE: 11-18-11

SCALE: 1"=30' DWS. NAME: C1611-05.DWG

DESIGNED BY: PLC CHECKED BY: PLC

PREPARED BY:



ALLEN & MAJOR ASSOCIATES, INC.
 civil & structural engineering • land surveying
 environmental consulting • landscape architecture
 www.allenmajor.com

10 MAIN STREET
 LAKEVILLE, MA 02347-1674
 TEL: (508) 923-1010
 FAX: (508) 923-6309
 WOBURN, MA • LAKEVILLE, MA • MANCHESTER, NH

THIS DRAWING HAS BEEN PREPARED IN ELECTRONIC FORMAT. CLIENT/CLIENTS REPRESENTATIVE OR CONSULTANT MAY BE PROVIDED COPIES OF DRAWINGS AND SPECIFICATIONS ON MAGNETIC MEDIA FOR HIS/HER INFORMATION AND USE FOR SPECIFIC APPLICATION TO THIS PROJECT. DUE TO THE POTENTIAL THAT THE MAGNETIC INFORMATION MAY BE MODIFIED UNINTENTIONALLY OR OTHERWISE, ALLEN & MAJOR ASSOCIATES, INC. MAY REMOVE ALL INDICATION OF THE DOCUMENT'S AUTHORSHIP ON THE MAGNETIC MEDIA. PRINTED REPRESENTATIONS OF THE DRAWINGS AND SPECIFICATIONS ISSUED SHALL BE THE ONLY RECORD COPIES OF ALLEN & MAJOR ASSOCIATES, INC.'S WORK PRODUCT.

DRAWING TITLE: **PROPOSED ENTRANCE ENCROACHMENT PLAN**

SHEET No. **EX-1**

Copyright © 2011 Allen & Major Associates, Inc. All Rights Reserved.



Town of Fairhaven
Massachusetts
Office of the Selectmen

40 CENTER STREET
FAIRHAVEN, MA 02719

TEL: (508) 979-4023
FAX: (508) 979-4079

RECEIVED

2011 DEC 29 A 11:57

BOARD OF SELECTMEN
FAIRHAVEN MASS

December 16, 2011

Blue Sky Power
79 Greenough Street
Brookline, MA 02445

Mr. Jack Eggleston:

RE: Agreement to Extend Lease and PPA Terms and to Modify the Power Purchase Price

The Town of Fairhaven, Massachusetts (the Town) and Blue Sky Solar –Fairhaven LLC (BSP) are cooperating to build a solar power project on the closed landfill in Fairhaven. The purpose of this letter of agreement is to (1) modify the power purchase price in effect under the Power Purchase Agreement (PPA) and (2) establish a schedule for extending the term of the Lease and PPA.

The Town and BSP agree to the following:

1) Power Pricing –

The power purchase price was initially established in the Power Purchase Agreement (PPA), and subsequently modified (reduced) in the EECBG grant funding agreement, both agreements executed on Jan 25, 2010. The Town and BSP hereby agree that the power purchase price will remain at the lower rates specified in the EECBG grant funding agreement in the attached Schedule A and attached again to this letter. The attached pricing schedule supersedes and takes precedence over all prior price agreements between the Town and BSP, including the PPA and EECBG grant funding agreements, and is not conditional on any other document or agreement.

2) Extension of the Lease and PPA Term -

The PPA and Lease agreements, both executed on January 25, 2010, provide for termination of the agreements by either party. The Town hereby agrees that it shall not initiate termination of the Lease under Section 7 or of the PPA under Article 3.05 until after January 31, 2012.

If on or before January 31, 2012 (or by such further time as the Board of Selectmen, in its sole discretion, may determine to allow by affirmative vote), Blue Sky provides to the Town proof, satisfactory to the Town in the sole discretion of its Board of Selectmen, that Blue Sky has obtained funding sufficient to fully perform under the terms of the Lease and the PPA, then the Lease shall be amended at Article 7 to provide:

- a) Prior to Commencement of Operations, the Town shall have the right to terminate the Lease upon thirty (30) days' prior written notice to Blue Sky, as herein-below provided, upon the occurrence of one or more of the following conditions:
 - i) Blue Sky has not paid a quarterly rental payment;

ii) Blue Sky has not applied for a Massachusetts Post-Closure Use Permit for the Project by April 2, 2012;

iii) The solar panels have not arrived on the Property by May 1, 2012;

iv) The solar panels have not been put in-service on the Property by June 30, 2012.

If Blue Sky performs the pertinent act or meets the pertinent milestones as set forth in 7(b)(i)-(iv), above, within thirty (30) days of receiving written notification of the Town's intent to terminate, the Town's right to terminate shall be voided and the Lease shall continue in effect.

By signing below, the Town and BSP accept and agree to the terms of this letter.



For BLUE SKY SOLAR - FAIRHAVEN, LLC
Jack Eggleston, President

12/21/2011
Date



For the Town of Fairhaven
Michael Silvia
Chairman of the Board of Selectmen

1/10/2012
Date