

Approved: September 13, 2022

Select Board
Meeting Minutes
August 30, 2022 at 5:30 p.m.
59 Main Street, Hatfield, MA

Present: Select Board Diana Szynal, Chair, Members Brian Moriarty and Edmund Jaworski; Marlene Michonski, Town Administrator; Amy Hahn, Historical Commission; Ilene Leahy of Comcast; Attorney William Solomon; and resident Jason Moeck

CALL TO ORDER Chair Szynal called the meeting to order at 5:31 p.m.

ANNOUNCEMENTS Chair Szynal asked to go out of order. Chair Szynal informed everyone Sharon Strzegowski, Treasurer/Collector has resigned; we wish her well and thank her for all she did for Hatfield. Chair Szynal also reminded everyone school starts on Thursday - please watch out for kids walking, riding bikes and the buses. I wish the families a happy school year. Good luck to all the sports teams. Selectman Jaworski mentioned if you see flashing lights on a school bus - STOP. Selectman Jaworski thanked the Fire Chief and Fire Department as there was a structure fire on Bridge Street a couple weeks ago. Selectman Jaworski mentioned Captain Luke Longstreeth made a video about the proposed training facility. If you have a chance, check out the video on the Town's website, HCTV tab. Selectman Moriarty thanked Marlene Michonski and Selectman Jaworski for attending the grant awarding today in Williamsburg. Selectman Moriarty stated we were there to accept on behalf of the Town a grant for the Municipal Vulnerability Preparedness Planning and Action Grants. Ms. Michonski stated the plan is complete and now we will implement the plans having to do with climate control to avoid issues in the future.

PUBLIC FORUM

APPROVAL OF MINUTES Selectman Moriarty made a motion to approve the meeting Minutes of August 9, 2022 and executive session Minutes of August 9, 2022; Selectman Jaworski seconded; no discussion; all in favor- Chair Szynal - aye for the regular minutes and abstained from the executive session minutes; -aye; Minutes approved.

POSTED BUSINESS

TOPIC 1 Historical Artifacts Storage Lease (Discussion): Chair Szynal reminded the Board this vote was already taken but there needs to be further discussion. Amy Hahn informed the Board the previous vote was for Unit 102 but Unit 117 is of more use to Historical than 102. Selectman Moriarty made a motion to approve the lease as presented; Selectman Jaworski seconded; no discussion; all in favor – aye; motion approved. Selectman Moriarty made a motion to approve using ARPA funds for paying the rent to the end of the fiscal year – June 30th; Selectman Jaworski seconded; no discussion; all in favor – aye; motion approved.

TOPIC 3 Town Administrator Report: IT Network Upgrade: Ms. Michonski informed the Board about upgrading the network. When she met with Suzor back in April it was estimated to cost \$36-\$37,000.00 to upgrade Town Hall to the cloud. Ms. Michonski has learned the estimate is now \$15,000.00 more based on cost increases for licenses and hardware. Ms. Michonski spoke with the Finance Committee last week and they are comfortable moving ahead with the project and will take it up at the end of the fiscal year. Chair Szynal asked what the total upgrade will cost. Ms. Michonski - \$52,000.00 to upgrade.

Council on Aging use of Smith Academy Park for October 7, 1:00PM – 2:00 PM for Sarah the Fiddler and October 15th, 11:00 AM – 1:00 PM for a Community Event: Ms. Michonski informed the Board the Council on Aging Director informed her the 15th is not a good date so they do not need to take up that date. Selectman Jaworski made a motion to approve the Smith Academy Park for October 7th for the Fiddler; Selectman Moriarty seconded; no discussion; all in favor – aye; motion approved.

UNANTICIPATED NEW BUSINESS Ms. Michonski asked the Board to vote the Assistant Treasurer/Collector to interim Assistant Treasurer/Collector at the request of Tony Roselli, auditor. Selectman Moriarty made a motion to appointment the Assistant Treasurer/Collector as interim Treasurer/Collector; Selectman Jaworski seconded; no discussion; all in favor –aye; motion approved.

The Board took a ten-minute break at 5:50PM.

Chair Szynal reopened the regular meeting at 6:00 PM. Chair Szynal informed everyone that an informational meeting on the proposed bike path on Elm Court will be held on September 22, 2022 at 6:00 PM in the Smith Academy gym.

TOPIC 2 Comcast Cable License Renewal Agreement – Public Hearing – 6:00 PM: Chair Szynal opened the Comcast Cable License Renewal Agreement public hearing at 6:00PM. Ilene Healy of Comcast and Attorney William Solomon informed everyone they have been negotiating the contract for a few months and Comcast is looking forward to continuing serving Hatfield. Attorney Solomon informed the Board the contract is a good license for the Town and an excellent license for residents. Attorney Solomon stated the community programming is very important and we found out during COVID. Attorney Solomon stated further that Comcast knows Hatfield very well and the local connectivity. The Board thanked Ms. Healy and Attorney Solomon. The Board thanked Ms. Michonski, Mr. Novak for their hard work and knowledge in dealing with the contract negotiations.

Jason Moeck, Depot Road, North Hatfield asked if Comcast is still going to be the only provider in Hatfield? Attorney Solomon answered the agreement is a non-exclusive license. Other carriers can come into Hatfield but most of the issue with that is economics. Attorney Solomon answered nothing prevents the Board from signing a contract with another carrier. Mr. Moeck asked if the contract applied to internet and Attorney Solomon replied no only cable. Mr. Moeck said his bill has increased rapidly over the last 2 years and Ms. Leahy offered to speak with Mr. Moeck after the meeting regarding his bill.

Chair Szynal closed the hearing at 6:20 PM.

ADJOURN

Selectman Moriarty made a motion to adjourn; Selectman Jaworski seconded; no discussion; all in favor – aye; meeting ended 6:22 PM.

Respectfully,

Karen Brodeur
Executive Assistant

OFFICE/ STORAGE LEASE

THIS AGREEMENT made this 23rd day of August, 2022, by and between:

DIAMONDBACK PROPERTIES, LLC

65D Elm Street Suite #104

Hatfield, Massachusetts 01038,

Attention: Timothy M. Paciorek, Manager

Telephone: 413-247-0334

Cell: 413-563-7724

Email: Info@DiamondBackProperties.com

(hereinafter referred to as LESSOR); and

Town of Hatfield

59 Main Street

Hatfield, MA 01038

Attn: Select Board Members

Telephone: 413-247-9200

Email: TownAdministrator@townofhatfield.org

(hereinafter referred to as LESSEE).

IT IS THEREFORE AGREED AS FOLLOWS:

1. PREMISES

LESSOR does hereby lease, demise, and let unto LESSEE, and LESSEE hereby leases from LESSOR, upon and subject to the terms and provisions of this Lease, the following described premises (sometimes hereinafter referred to as the "Premises"):

Suite # 117 in the building located at 65D Elm Street, Hatfield, Massachusetts (See attached Exhibit A), and having the address:

65D Elm Street, Suite #117

Hatfield, Massachusetts 01038

LESSEE shall have, for itself, and for its agents, employees, licensees, and invitees the nonexclusive appurtenant right to park vehicles in the parking areas adjacent to the premises for the purpose of conducting its business on the premises. All parking shall be in accordance with LESSOR'S rules as they may change from time to time. In addition, LESSEE shall have the nonexclusive appurtenant right to use the shared bathrooms on the first floor with the other tenants of 65D Elm Street.

2. TERM

The Lease shall run for a period of one (2) Years, commencing at 12:01 A.M. EST, on the 1st day of October 1, 2022, and terminating at 6:00 P.M. EST on the 30th day of September 2024, unless sooner terminated as herein provided.

A. Year two of this lease agreement is subject to the town receiving authorization of funds. In the event that the town does not receive authorization of funds, LESSOR shall be given 90 days written notice of such, prior to year two commencement date.

Lease Option to extend: LESSEE at its option may, if it is not then in default of any term or provision of this Lease, extend the term of this Lease for an additional term of two (2) years upon all the same terms and conditions as herein contained, except for the amount of base annual rent being paid, by serving notice thereof upon LESSOR at least ninety (90) days before the expiration of the original term, and upon the service of said notice, this Lease shall be extended upon all its terms and conditions, except that the base annual rent for the first year of the extended term shall be paid at the annual rate of SEVENTEEN THOUSAND THREE HUNDRED FORTY SEVEN AND NO/100 (\$17,347.00) DOLLARS, and the monthly installments shall be ONE THOUSAND FOUR HUNDRED FORTY FIVE AND NO/100 (\$1,445.00) DOLLARS. The base annual rent for the second year of the extended term shall be paid at the annual rate of EIGHTEEN THOUSAND THIRTY SIX AND NO/100 (\$18,036.00) DOLLARS, and the monthly installments shall be ONE THOUSAND FIVE HUNDRED THREE AND NO/100 (\$1,503.00) DOLLARS.

A. REAL ESTATE TAX ESCALATOR.

In addition to the rent herein specified the LESSEE shall pay to the LESSOR as additional rent a percentage, the numerator of which is the total square footage of space being leased by LESSEE as agreed herein, and the denominator of which is the total square footage of space leased in the building of which the Premises is a part, of the yearly increase in the real estate taxes for the building and land at 65D Elm Street over and above those assessed for fiscal year 2022, all of which shall be due and payable to LESSOR within thirty (30) days from the date of billing by LESSOR to LESSEE.

3. RENT and SECURITY

A. Monthly installments of rent shall be payable by LESSEE to LESSOR at 65D Elm Street, Suite #104, Hatfield, Massachusetts 01038, or at such other place as LESSOR may from time to time designate, in accordance with the following schedule.

B. LESSEE agrees to pay to LESSOR SIXTEEN THOUSAND TWO HUNDRED AND 00/100 (\$16,200.00) DOLLARS base annual rent for the leased premises during the first year of this Lease. Such annual rent shall be payable in equal monthly installments of ONE THOUSAND THREE HUNDRED FIFTY AND 00/100

(\$1,350.00) DOLLARS. Each installment shall be paid in advance on the first (1st) day of each month, with the first such installment due and payable on October 1, 2022.

C. LESSEE agrees to pay to LESSOR EIGHTEEN THOUSAND FIVE HUNDRED FORTY AND 00/100 (\$16,680.00) DOLLARS base annual rent for the leased Premises during the second year of this Lease. Such annual rent shall be payable in equal monthly installments of ONE THOUSAND THREE HUNDRED NINETY FIVE AND 00/100 (\$1,390.00) DOLLARS. Each installment shall be paid in advance on the first (1st) day of each month, with the first such installment due and payable on October 1, 2023.

D. LESSEE shall pay a late fee of five (5%) percent of the amount of any payment due under this Article if such payment is received by LESSOR after the fifth day of the month for which it is due and payable.

In addition, there shall be a late fee of five (5%) percent assessed against any other payment due under any provision of this Lease if such payment is not made when due.

E. LESSOR has waived the security deposit, however, that LESSEE Acknowledges that they Town of Hatfield shall be responsible for damages caused by its employees and/or guests as further described in this lease.

4. LESSOR'S OBLIGATIONS

LESSOR agrees to make all necessary repairs or alterations to the property which LESSOR is required to maintain as hereinafter set forth. The property which LESSOR is required to maintain includes the foundation, roof, exterior walls, structural columns, structural beams, conduits, and drains. Notwithstanding the foregoing, if any of said repairs or alterations shall be necessary by reason of the fault or negligence of LESSEE, by anyone claiming under LESSEE, by reason of the default in the performance or observance of any agreements, conditions, or other provisions on the part of LESSEE to be performed or observed, or by reason of any special use to which the leased premises may be put, LESSEE shall make all such repairs or alterations as may be necessary.

5. LESSEE'S OBLIGATIONS

A. LESSEE shall have the right to make such non-structural alterations, additions, and improvements to the leased Premises as may be necessary or desirable for its business, provided that in each instance LESSEE shall obtain the prior written consent of the LESSOR. All of such alterations, additions, and improvements shall remain the property of the LESSOR and may not be removed by the LESSEE at any time during the term of this Lease or upon the termination of this Lease unless required by LESSOR, in which case the Premises shall be restored to its former condition at LESSEE'S sole cost and expense. LESSEE agrees that it will, during the term of this

Lease, make all repairs and alterations to the property which LESSEE is required to maintain, as hereinafter set forth, which may be necessary to maintain the same in good repair and condition or which may be required by any laws, ordinance, regulations, or requirements of any public authorities having jurisdiction, and that it will, upon the expiration or other termination of the term of this Lease, remove its property, including all trade fixtures and that of all persons claiming under it and will yield up peaceably to LESSOR the leased Premises and all property therein, other than property of LESSEE or persons claiming under LESSEE, broom clean and in good repair and condition. The property which LESSEE is required to maintain is the interior of the Premises, including but not limited to, walls, floors, and ceilings, fixtures installed by LESSEE, electrical, heating, plumbing, and associated piping, all signs of the LESSEE (interior and exterior) except as otherwise provided, and all doors and glass windows.

B. In addition to obtaining written consent by LESSOR, LESSEE shall, before making any alterations, additions, or improvements, at its own expense obtain all permits, approvals, and certificates required by any governmental authority and shall promptly deliver copies of same to LESSOR. LESSEE will cause LESSEE'S contractors and sub-contractors, each of whom shall be approved by LESSOR prior to the commencement of work, to carry such worker's compensation, general liability, and personal and property damage insurance as LESSOR may reasonably require. LESSEE agrees to hold LESSOR free and harmless from any liability for labor or materials supplied for such work and shall keep the leased Premises free from mechanic liens of any kind by obtaining waivers thereof and by removing or bonding any lien filed within thirty (30) days from receipt of notice of the filing thereof.

All electrical work shall be performed by Paciorek Electric, Inc.

C. LESSEE shall, during the term of this Lease, insure that its employees and business invitees comply with any parking or other rules established by LESSOR.

D. LESSEE shall, during the term of this Lease, ensure that excessive noise does not emanate from the subject Premises.

E. LESSEE acknowledges that the building at 65D Elm Street is a smoke free building, and as such, LESSEE shall insure that its employees, guests and business invitees refrain from smoking anywhere in the building or on the loading docks outside the building. All smoking shall take place only in areas designated for such by LESSOR.

6. UTILITIES

LESSOR shall be responsible for the payment of: Electric, HVAC, Water, Sewer. LESSEE further agrees to keep any papers or rubbish in a neat and orderly

fashion in accordance with LESSOR'S rules. All trash, including recyclables, are the LESSEE's responsibility to bring to the onsite dumpsters.

LESSEE acknowledges that UP TO ONE large bag of rubbish are included in this lease. Any additional may be charged to LESSEE.

7. USE OF PREMISES

It is agreed and understood that the premises are to be used for the following purpose only: Office & Storage Usage. Other uses may be allowed only with the written consent of LESSOR which consent may be withheld at the sole and absolute discretion of LESSOR.

8. PERMITS

Before opening its doors for business, LESSEE shall apply for and obtain all necessary permits from state and local authorities for the operation of its business, and if conducting business under a name other than its own name, shall file a business certificate with the Town of Hatfield.

9. ASSIGNMENT

LESSEE shall not transfer, sublet, assign, hypothecate, or otherwise alienate this Lease or the whole or any part of LESSEE'S interest in and to the leased Premises, nor shall LESSEE grant to any person any license to use the whole or any part of the leased Premises without on each occasion receiving LESSOR'S prior written consent, which consent may be withheld in LESSOR'S sole and absolute discretion..

10. CASUALTY LOSS

In the event that the whole or any substantial part of the Premises shall, during the term of this Lease, be destroyed by fire or any other casualty, LESSOR, at its sole option, may elect to terminate this Lease upon thirty (30) days notice to LESSEE, effective as of the date of destruction.

11. COMPLIANCE

LESSEE agrees not to do anything on the Premises which may result in an increase in LESSOR'S insurance, or violate or breach any rules, regulations, or ordinances of the Town of Hatfield, the Commonwealth of Massachusetts or the United States of America. Without limiting the generality of the foregoing, LESSEE shall be responsible, in connection with LESSEE'S use of the Premises, for compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto (collectively, the "ADA Requirements"). LESSEE'S compliance obligation shall include not only alterations and improvements required, from time to time, to the Premises in order to comply with the ADA Requirements, but also any alterations or improvements required, from time to time, within the building in which the Premises are located, but

outside of the Premises as a result of LESSEE'S particular use of the Premises in order to comply with the ADA Requirements.

To the maximum extent this agreement may be made effective according to law, LESSEE agrees to indemnify and save harmless LESSOR from and against all claims of whatever nature arising from any failure of LESSEE to comply with the ADA Requirements applicable to the Premises, or from any accident, injury, or damage whatsoever to any person, or to the property of any person, occurring in or about the Premises

12. LIABILITY & PROPERTY DAMAGE INSURANCE

LESSEE shall maintain with respect to the Premises, and the property of which the Premises are a part, comprehensive public liability insurance in an amount not less than \$250,000.00 with property damage insurance having limits not less than \$250,000.00 in responsible companies qualified to do business in the Commonwealth of Massachusetts, and that are in good standing therein, insuring LESSOR as well as LESSEE against injury to person or damage to property as divided. LESSEE shall deposit with LESSOR certificates for such insurance at or prior to the commencement of the Lease term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured named therein.

Such policy shall be written as primary policy coverage and not contributing with, or in excess of, any coverage carried by LESSOR, and it shall insure and name LESSOR as an "Additional Insured."

Such insurance policies shall contain an express waiver of any right of subrogation by the insurance company against LESSOR, if obtainable.

Neither the issuance of any insurance policy required hereunder, nor the minimum limits specified herein with respect to LESSEE'S insurance coverage, shall be deemed to limit or restrict in any way LESSEE'S liability, arising under or out of this Lease. In addition, LESSEE agrees to pay for any and all insurance costs over and above LESSORS base insurance rate if such costs can be directly attributable to the operation of LESSEE'S business.

Each party hereby waives any right of recovery against the other for losses to the extent covered by such policies, provided that such waiver shall not void such policies or prohibit recovery thereunder.

LESSEE shall insure its own property, including furniture, fixtures, equipment and inventory.

13. LESSOR'S RIGHT OF ENTRY

LESSEE shall permit LESSOR and the authorized representatives of LESSOR, or any mortgagee or any prospective mortgagee, prospective purchaser or prospective tenant to enter the Premises at all reasonable times for the purpose of (a) inspecting them or (b) making any necessary repairs thereto or to the Property and performing any work therein. LESSOR will attempt not to inconvenience LESSEE, but shall not be liable for inconvenience, annoyance, disturbance or other damage to LESSEE by reason of making any repair or by bringing or storing materials, supplies, tools and equipment in the Premises during the performance of any work, and the obligations of LESSEE under this Lease shall not be thereby affected in any manner whatsoever. LESSEE shall not install any locks or change any locks without LESSOR'S prior written consent and without providing LESSOR with keys to such locks.

14. DEFAULT & REMEDIES

It shall be an event of default:

- A. If LESSEE does not pay in full when due and without demand any and all installments of minimum rent or additional rent or any other charges or payments whether or not herein included as rent; or
- B. If LESSEE violates or fails to perform or otherwise breaches any agreement, term, covenant or conditions herein contained; or
- C. If LESSEE abandons the premises or removes LESSEE'S goods or property therefrom other than in the ordinary course of business without having first paid to LESSOR in full all minimum rent, additional rent, and other charges that may have become due as well as all which will become due thereafter;
- D. If LESSEE fails to pay base rent and additional rent, and ceases to conduct its business activities from the Premises for a period of thirty (30) days, or
- E. If LESSEE becomes insolvent or bankrupt in any sense or makes an assignment for the benefit of creditors or offers a composition or settlement to creditors, or if a petition in bankruptcy or for reorganization or for an arrangement with creditors under any federal or state law is filed by or against LESSEE, or a bill in equity or other proceeding for the appointment of a receiver, trustee, liquidator, custodian, conservator or similar official for any of the LESSEE'S assets is commenced, or if any of

the real or personal property of LESSEE shall be levied upon by any sheriff, marshal or constable; provided, however, that any proceeding brought by anyone other than the parties to this Lease under any bankruptcy, reorganization arrangement, insolvency, readjustment, receivership or similar law shall not constitute a default until such proceeding, decree, judgment or order has continued unstayed for more than sixty (60) consecutive days; or

- E. If any of the events enumerated in Subparagraph D of this Paragraph 14 shall happen to any guarantor of this Lease.

Then, and in any such of the foregoing events, LESSOR shall have the following rights:

- 1) To re-enter the Premises, together with all additions, alterations and improvements, and, at the option of LESSOR, remove all persons and all or any property therefrom, by force or otherwise, without being liable for prosecution or damages therefore, and repossess and enjoy the Premises. Upon recovering possession of the Premises as a result of a default on the part of the LESSEE, LESSOR may, at LESSOR'S option, either terminate this Lease or make such alterations and repairs as may be necessary in order to relet the Premises or any part or parts thereof, either in LESSOR'S name or otherwise, for a term or terms which may, at LESSOR'S option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and at such rent or rents and upon such other terms and conditions as LESSOR may decide. If such rentals received from such reletting during any month after deducting all costs incurred by LESSOR in exercising its rights hereunder shall be less than that to be paid during that month by LESSEE under the terms of this Lease, LESSEE shall pay any such deficiency to LESSOR. Such deficiency shall be calculated and paid monthly.
- 2) To terminate this Lease and the term hereby created without any right on the part of LESSEE to waive the forfeiture by payment of any sum due or by other performance of any condition, term or covenant broken. Thereupon, LESSOR shall be entitled to recover, in addition to any and all sums and damages for violation of LESSEE'S obligations hereunder in existence at the time of such termination, damages for LESSEE'S default in an amount equal to the amount of the rent reserved for the balance of the term of this Lease as well as all other charges, payments, costs and expenses herein agreed to be paid by LESSEE, all discounted at the rate of six percent (6%) per annum to their then present worth less the fair

rental value of the Premises for the remainder of said term, also discounted at the rate of six percent (6%) per annum to its then present worth, all of which amount shall be immediately due and payable from LESSEE to LESSOR.

It shall be a breach of the terms of this Office Lease if LESSEE fails to perform any of its obligations hereunder within ten (10) days after the receipt of a written notice from LESSOR. In the event of a breach of the terms of this Lease by LESSEE, the LESSOR shall have the right, with or without notice to LESSEE, to terminate this Lease and retake possession of the Premises. In doing so, LESSOR shall have the right, at its option, to retake possession employing court process or employing any method of self-help. In addition, in the event of such breach, the LESSEE shall be liable to LESSOR for all loss and damage sustained by LESSOR on account of the Premises remaining unleased, or being let for the remainder of the Lease term for a lesser amount of rent than that herein reserved. Finally, in the event of such breach, the LESSOR shall recover from the LESSEE all costs incurred in its pursuit of such matter, including, but not limited to, attorney's fees and court costs.

15. NON-LIABILITY OF LESSOR

LESSOR shall not be liable for any damage or injury which may be sustained by LESSEE or any other person as a consequence of the failure, breakage, leakage, or obstruction of the water, plumbing, steam, gas, sewer, waste pipes, roof, drains, leaders, gutters, valleys, downspouts or the like, or of the electrical, ventilation, air conditioning, gas, power conveyor, refrigeration, sprinkler, heating or other systems, elevators or hoisting equipment, if any, in the leased Premises or serving the leased Premises, or by reason of the elements, or resulting from acts, conduct or omissions on the part of LESSEE or of LESSEE'S agents, employees, guests, licensees, invitees, assignees or successors, or on the part of LESSOR or any other person or party.

16. NOTICES

All notices and other communications authorized or required hereunder shall be in writing and shall be given either by mailing the same by registered mail, return receipt requested, postage prepaid, or by personal delivery of the same. If given to LESSEE by mail, the same shall be mailed to LESSEE at 59 Main Street, Hatfield, MA 01038, or to such other person or at such other address as LESSEE may hereafter designate by notice to LESSOR; and if given to LESSOR, by mail, the same shall be mailed to LESSOR at 65D Elm Street, Suite #104, Hatfield, Massachusetts 01038, or to such other person or at such other address as LESSOR may hereafter designate by notice to LESSEE. If given by personal delivery, the same shall be delivered, if to a limited liability company, to any manager of the company, if to a corporation, to any officer of the corporation; if to an individual, to the individual; or if to an unincorporated association, to any member of the association.

17. ENTIRE AGREEMENT

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

18. AUTHORITY

The Select Board members state that they are fully authorized and empowered to make, execute, and deliver this Office/storage Lease on behalf of the Town of Hatfield.

19. BINDING EFFECT

The covenants, conditions and agreements contained in this Lease shall inure to the benefit of and bind LESSOR and LESSEE and their respective heirs, successors, and assigns.

20. SUBORDINATION

This Office Lease is and shall at all times be subordinate to any mortgage financing on the real estate of which the Premises is a part.

In the event it shall ever be determined that the signature of LESSEE is required on any document relating to the foregoing subordinations, and LESSEE fails within five (5) business days to sign such document, then LESSOR, its successors and assigns, or Timothy M. Paciorek, shall be empowered, as attorney-in-fact for LESSEE to execute and deliver such document by and on behalf of, and in the name of LESSEE, and LESSEE hereby constitutes and appoints LESSOR and/or Timothy M. Paciorek as its attorney-in-fact for such purpose. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon LESSEE and all persons or entities claiming by, through or under LESSEE. LESSEE'S failure to sign any document evidencing the subordinations described herein, or any Estoppel Certificate requested by LESSOR, shall be deemed a breach of this Office Lease.

SIGNATURES ON NEXT PAGE, PAGE 11

EXECUTED as a sealed instrument on the day and year written above.

LESSEE: Town of Hatfield

WITNESS AS TO LESSEE

BY: Diana M. Szynal, Select Board, Chair

LESSEE: Town of Hatfield

WITNESS AS TO LESSEE

BY: Edmund Jaworski, Select Board

LESSEE: Town of Hatfield

WITNESS AS TO LESSEE

BY: Brian F. Moriarty, Select Board

LESSOR: Diamondback Properties, LLC

WITNESS AS TO LESSOR

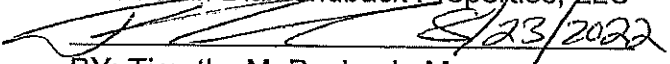
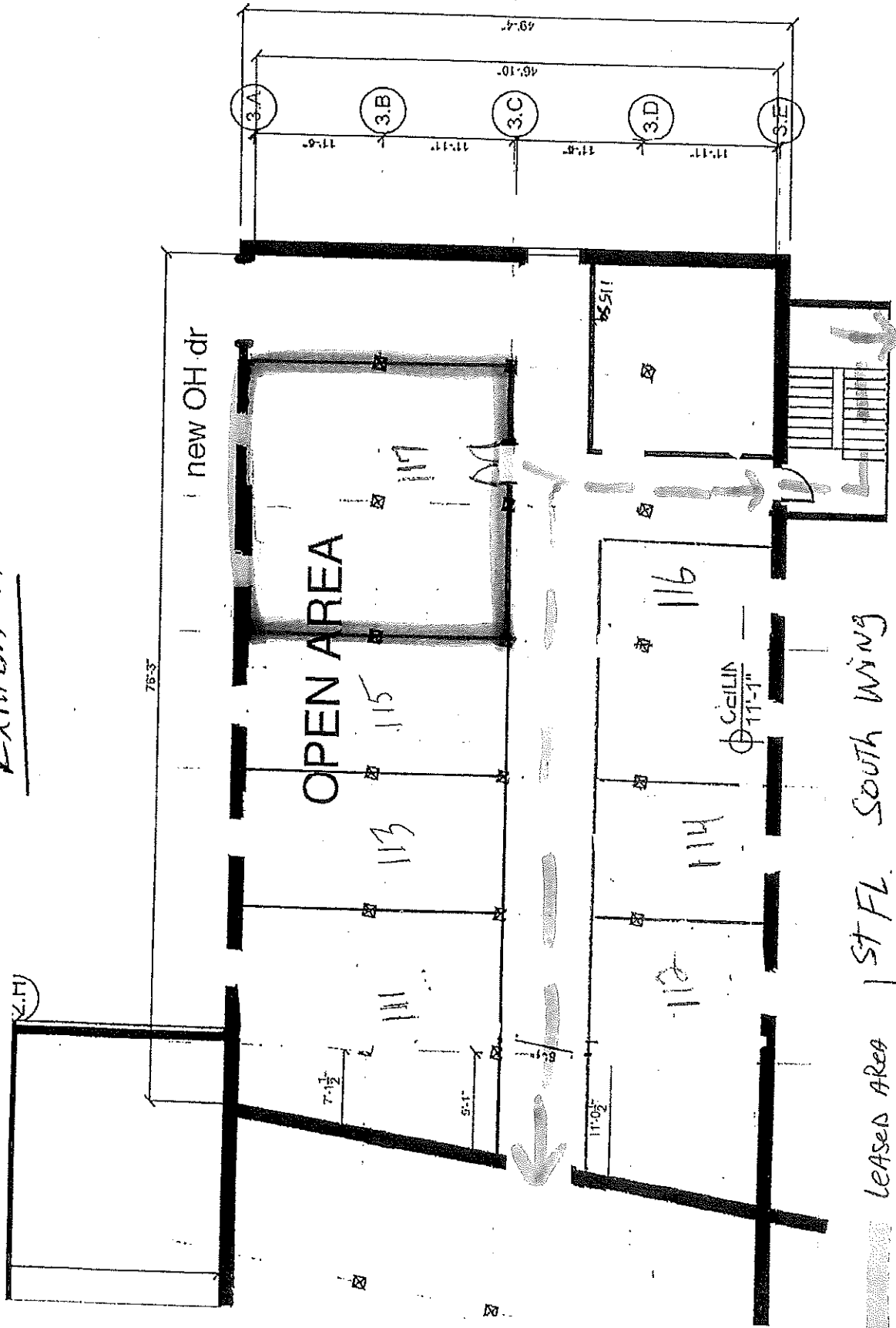

BY: Timothy M. Paciorek, Mgr.

Exhibit "A"



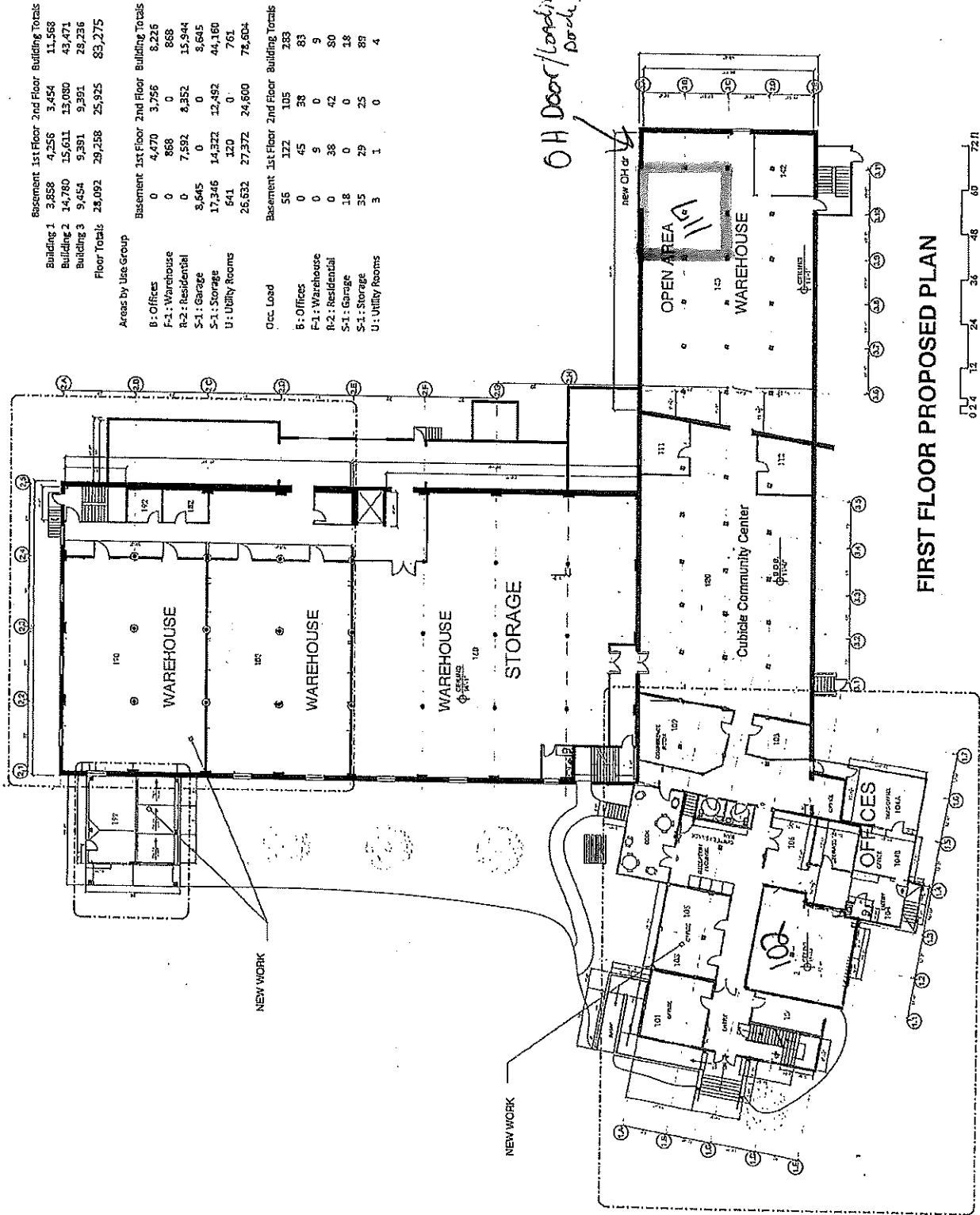
1st FL. South Wing

Leased Area

Unit 117

Exit Path

Exhibit A Pg. 2



Building	1st Floor	2nd Floor	Building Totals
Building 1	3,858	4,256	8,114
Building 2	14,780	15,611	29,391
Building 3	9,454	9,391	18,845
Floor Totals	28,092	29,258	57,350

Area by Use Group	1st Floor	2nd Floor	Building Totals
B: Offices	0	4,470	4,470
F-1: Warehouse	0	868	868
R-2: Residential	0	7,592	7,592
S-1: Garage	8,645	0	8,645
S-1: Storage	17,346	14,372	31,718
U: Utility Rooms	641	120	761
Occ. Load	26,532	27,372	53,904

Occ. Load	1st Floor	2nd Floor	Building Totals
B: Offices	0	122	122
F-1: Warehouse	0	45	45
R-2: Residential	0	9	9
S-1: Garage	18	38	56
S-1: Storage	35	29	64
U: Utility Rooms	3	1	4