

I, the Clerk of the Board of Selectmen of the Town of Stoneham, Massachusetts, certify that at a meeting of the board held October 27, 2015, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$1,339,000 Water Bond of the Town dated November 16, 2015, to the Massachusetts Water Resources Authority (the “Authority”) is hereby approved and the Town Treasurer is authorized to execute on behalf of the Town a Loan Agreement and a Financial Assistance Agreement with the Authority with respect to the bond. The bond shall be payable without interest on November 15 of the years and in the principal amounts as follows:

<u>Year</u>	<u>Installment</u>	<u>Year</u>	<u>Installment</u>
2016	\$133,900	2021	\$133,900
2017	133,900	2022	133,900
2018	133,900	2023	133,900
2019	133,900	2024	133,900
2020	133,900	2025	133,900

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing vote.

I further certify that the votes were taken at a meeting open to the public, that no vote was taken by secret ballot, that a notice stating the place, date, time and agenda for the meeting (which agenda included the adoption of the above votes) was filed with the Town Clerk and a copy thereof posted in a manner conspicuously visible to the public at all hours in or on the municipal building that the office of the Town Clerk is located or, if applicable, in accordance with an alternative method of notice prescribed or approved by the Attorney General as set forth in 940 CMR 29.03(2)(b), at least 48 hours, not including Saturdays, Sundays and legal holidays, prior to the time of the meeting and remained so posted at the time of the meeting, that no deliberations or decision in connection with the sale of the bond were taken in executive session, all in accordance with G.L. c.30A, §§18-25 as amended.

Dated: October 27, 2015

Clerk of the Board of Selectmen



Town of Stoneham

COMMON VICTUALLER LICENSE APPLICATION

INDIVIDUAL, PARTNERSHIP OR CORPORATE NAME:

Guru Kirpa, Inc.

D/B/A, IF DIFFERENT: Taj Indian Bistro and Lounge

LOCATION: 58 Montvale Ave.

PHONE:

The business for which this application is being filed is a (please check one):

Corporation Partnership Limited Partnership Sole Proprietorship

FOR CORPORATION:

Give the name and home address of each officer and director: (Please add 2nd page if necessary)

Harish Chopra, 147 Park Street, Stoneham, MA 02180

Avtar Singh, 82 Evans Street, #1, Medford, MA 02155

Amrik Singh, 113 Cleveland Ave., #2, Everett, MA 02149

FOR PARTNERSHIP OR INDIVIDUAL:

Give the names and home addresses of all partners or individual Owners:

Manager's Name: Harish Chopra

Home Address and Phone #: 147 Park Street, Stoneham, MA 02180

Hours of Operation: Mon - Sat: 11AM to 1AM, Sun: 12PM to 1AM

Menu (General Type of Food Served): Indian food

Floor Space: 1712 sq. ft. Seating Capacity: 50

Parking Capacity: 80+ Number of Employees: 6-7

SIGNATURE: Harish Chopra
(Individual, Managing Partner, or Corporate Officer)

PLEASE MAKE CHECKS PAYABLE: Town of Stoneham

NEW FEE: \$50.00

RENEWAL FEE: \$25.00

IMPORTANT: Please turn over and complete both forms and sign application

2015 JUL 20 P 3:30

BOARD OF SELECTMEN

Common Victualler Application

Page 2

I certify under the penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.



* Signature of Individual

Harish Chopra, President



By: Corporate Officer

Harish Chopra, President

* ***This license will not be issued unless this certification clause is signed by the applicant.***

47-4526104

**Social Security # (Voluntary)
or Federal Identification Number

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency **will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law, Chapter 62C, Section 49A.

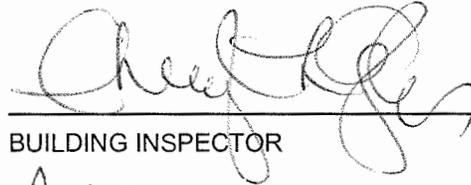
To be completed by Town of Stoneham:

APPLICATION APPROVED BY



CHIEF OF POLICE

BOARD OF HEALTH



BUILDING INSPECTOR

FIRE DEPARTMENT

Licensing Board for the Town of Stoneham

(Return to the Board of Selectmen, 35 Central Street, Stoneham, MA 02180)

License Application for Entertainment License (Seven Days)

To: The Board of Selectmen

Date: 7-16-2015

In accordance with the provisions of C. 140, S. 181 (*183A) of the General Laws, the undersigned hereby applies for a license for the following form(s) of Public Amusement or Exhibitions to be exercised on the premises located at:

Location of Premises 58 Montvale Ave.

Description of Premises: Indian restaurant

Please check appropriate item(s):

Jukebox _____ Television Taped Music _____ Radio

Instrumental _____ No. of Instruments _____

Kind of Instruments: _____

Vocal Music _____ No. of persons _____

Signature of Applicant: [Handwritten Signature]

Firm Name: Guru Kripa, Inc.

Business Address: 58 Montvale Ave., Stoneham, MA 02180

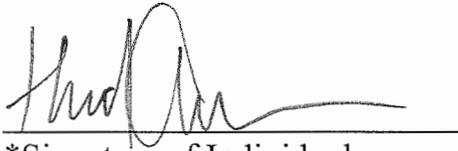
Home Address: 147 Park Street, Stoneham, MA 02180

Applicant Phone#: 617-974-0897

For Office Use Only:
Approved: [Handwritten Signature]
Chief of Police

2015 JUL 20 P 3:30
TOWN OF STONEHAM
BOARD OF SELECTMEN

I certify under the penalties of perjury that I, to the best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.



*Signature of Individual



By: Corporate Officer

47-4526104
**Social Security # Voluntary
Or Federal Identification Number

- * This license will not be issued unless this certification clause is signed by the applicant.
- ** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law, Chapter 62C, Section 49A.

TO: STONEHAM INDEPENDENT

Please publish the following legal notice of a SITE PLAN HEARING on the following dates:

Wednesday, September 2, 2015

and

Wednesday, September 9, 2015

Bill should be sent to:

Attorney Charles Houghton
271 Main Street, Suite 202
Stoneham, MA 02180

NOTICE OF HEARING

The Stoneham Board of Selectmen will hold a public hearing in accordance with provisions of the Zoning By-Laws on Tuesday, September 22, 2015 at 7:40 pm. in the Hearing Room of the Town Hall on the petition of **Forty-Two Pleasant Street Nominee Trust, Daniel Picariello, Trustee**, to remove the existing structures and construct twenty-one (21) new townhouses and associated parking, at the property located at **42 Pleasant Street, Stoneham, MA** on land owned by Forty-Two Pleasant Street Nominee Trust, Daniel Picariello, Trustee, 42 Pleasant Street, Stoneham, MA 02180.

Plan may be seen in the office of the Building Inspector

BOARD OF SELECTMEN

Dates to be published: 09/2/15 & 09/9/15



TOWN OF STONEHAM

Project Review

Review Report

Project **42 Pleasant Street**

Representative(s):

Status: Project Review

Date: September 16, 2015

Project Review Team: John Fralick, Robert Grover, Joseph Rolli, Joe Ponzio & Cheryl Noble

The information contained herein is subject to review and a final determination by the Board of Selectmen. The purpose of the Project Review is to provide the applicant with an opportunity to understand the regulatory mandates, and to further receive input from Town departments relative to the proposed project. At no time are non-regulatory conditions to be considered final and binding until such time that the Board of Selectmen has agreed to same and/or others when applicable.

Department	Issue(s) Raised	Applicant's Response
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DPW Engineering	Please see attached memo for DPW recommendations.	Agreed
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Police Department	<ul style="list-style-type: none"> * The address of each individual townhouse unit is clearly visible. * No landscaping be installed which impact the line of sight for vehicles exiting from the driveway onto Pleasant Street. * Pursuant to Section 8-5 of the Town Code, any work which may impact the public way shall require a police detail officer. * Sufficient exterior lighting in 	Agreed
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	parking areas be installed to promote the safety of resident and serve as a deterrent to crime.	
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Board of Health	<ul style="list-style-type: none"> * Noise Ordinance 7am – 7pm. * Make sure they have dust and rodent contingencies in place. * The main drain pipe is pitched very shallowly and there have been instances of sewer backups on the property. I believe that the options are limited in terms of changing the pitch of the pipe, but if at all possible, please make sure that some sort of back flow prevention system is considered for the property, considering that the amount of effluent is sure to go way up with the change of use on the lot 	Agreed
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Fire Department	<ul style="list-style-type: none"> * Fire department approves the two Fire Hydrant locations. * When the existing buildings are to be torn down, the Fire Department will require a detail. 	Agreed
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Inspectional Services	The building department has reviewed the site plan for 42 Pleasant and has no additional comments at this time.	Agreed
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Please note this document has been provided to the each of the department heads and a copy has been transmitted to the applicant.

Respectfully submitted,
Erin Sinclair

Sinclair, Erin

From: Noble, Cheryl
Sent: Monday, September 14, 2015 2:17 PM
To: Sinclair, Erin
Subject: 42 Pleasant Street

The building department has reviewed the site plan for 42 Pleasant and has no additional comments at this time.

Cheryl Noble
Building Inspector
Town of Stoneham



TOWN OF
STONEHAM

MASSACHUSETTS 02180

Public Works Department
16 Pine Street

781-438-0760
Fax 781-438-8183

TO: Thomas Boussy, Chairman
Board of Selectmen

FROM: Robert E. Grover, Director
Public Works Department

DATE: September 9, 2015

SUBJECT: 42 Pleasant Street – Dated 5-1-2015 with Revisions August 27, 2015

Plans for the proposed 21 unit “Pleasant Ridge” Development at 42 Pleasant Street were received on September 3, 2015 at the Public Works Department located at 16 Pine Street. Following the engineering department’s initial review of site plan prepared by Sullivan Engineering Group LLC and dated May 1, 2015 with revisions August 27, 2015 the following comments have been prepared:

1. The Town will only read 1 water meter per building. Developer will be responsible for any desired sub-meter reading.
2. Building A & B should be connected to retention system, before Infiltration Field #1, to allow for on-site recharge of groundwater.
3. Concerns exist regarding Northwest corner of property in relation to existing timber retaining wall, proposed Versa Lok retaining wall, drainage system and regrading operations. Additional review with Public Works required.
4. In the area of tree clearing / regrading; Do not cut trees 8 inch caliper or larger without written approval from Director following site visit with Tree Warden.
5. PSMH-1 shall be a new sewer manhole. Doghouse manhole not allowed. Existing underdrain to be piped around new manhole.
6. Backflow prevention devices should be installed on every sewer service. Town of Stoneham not responsible for sewer system until sewage enters sewer manhole PSMH-1.

7. Concrete sidewalk replacement on Pleasant Street to be ADA compliant and a minimum of 6 feet wide from back of curb. Appropriate transition and radius pieces should be used to allow for ADA grades.
8. PCB-5 (offsite) to be 5 foot diameter double catch basin.
9. Further review of transformer location and connection to existing electrical grid is requested. Potential removal of utility poles on Pleasant Street during safety improvements and/or removal of existing poles on Greenway in the next year would require unnecessary post construction excavation to connect onsite transformer.

Robert E. Grover, Director
Public Works Department

Sinclair, Erin

From: Fralick, John
Sent: Thursday, September 10, 2015 9:43 AM
To: Sinclair, Erin
Subject: RE:

Ok, so same as Cedar Street, make sure the contractors are paying close attention to the noise ordinance 7AM-&7PM, 8AM Saturdays and Sundays. Dust and rodent mitigation measures must be in place for the construction, and one thing for the Engineers to take a look at: We touched on the subject at a previous meeting, but the main drain pipe is pitched very shallowly and there have been instances of sewer backups on the property. I believe that the options are limited in terms of changing the pitch of the pipe, but if at all possible, please make sure that some sort of back flow prevention system is considered for the property, considering that the amount of effluent is sure to go way up with the change of use on the lot. That's all from the BOH.

Thanks!

-J

From: Sinclair, Erin
Sent: Thursday, September 10, 2015 9:35:47 AM
To: Fralick, John
Subject: RE:

No I only got 85 Cedar Street

Erin Sinclair

Office Manager for the Board of Selectmen

35 Central Street

Stoneham, MA 02180

781-279-2680 Phone

781-279-2681 Fax

From: Fralick, John
Sent: Thursday, September 10, 2015 9:35 AM
To: Sinclair, Erin

Subject:

Erin,

Do you have my comments for the 42 Pleasant Street project? I'm pretty sure I submitted them, but if not I'll resubmit.

Thanks!

-J

Sinclair, Erin

From: Noble, Cheryl
Sent: Thursday, September 03, 2015 8:16 AM
To: Sinclair, Erin
Subject: FW: 42 Pleasant Street

From: Ponzo, Joseph
Sent: Thursday, September 03, 2015 8:08 AM
To: Noble, Cheryl
Subject: 42 Pleasant Street

The Stoneham Police Department has had an opportunity to review the site development plan for "Pleasant Ridge" at 42 Pleasant Street. Based upon the initial review, the following comments/recommendations are offered:

1. The address of each individual townhouse unit is clearly visible.
2. No landscaping be installed which impacts the line of sight for vehicles exiting from the driveway onto Pleasant Street.
3. Pursuant to Section 8-5 of the Town Code, any work which may impact the public way shall require a police detail officer.
4. Sufficient exterior lighting in parking areas be installed to promote the safety of residents and serve as a deterrent to crime.

Respectfully,

Joseph Ponzo

Stoneham Police Department

47 Central Street

Stoneham, MA 02180-2044

Sinclair, Erin

From: Rolli, Joe
Sent: Tuesday, September 08, 2015 11:06 AM
To: Noble, Cheryl; Wortman, Erin; Sinclair, Erin; Rooney, Cathy
Subject: 42 Pleasant Street

Our comments are as follow:

- Fire department approves the two Fire Hydrant locations.
- When the existing buildings are to be torn down, the Fire Department will require a detail.

Chief Rolli

*Do I need to send over written comments or does this email provide enough?

July 20, 2015

Stoneham Bikeway/Greenway Committee
35 Central Street
Stoneham, MA 02180

Charles F Houghton
Attorney at Law
271 Main Street, Suite 202
Stoneham, MA 02180

Dear Charlie,

Thank you and Mr. Lopez for attending our meeting on June 22, 2015. The committee appreciated the project update and the chance to ask questions, and looks forward to the redevelopment of 42 Pleasant Street..

This letter is to outline the items we discussed at the meeting.

Fencing & Landscaping

Thank you for agreeing to use 4' high scalloped spaced PVC fence, rather than the 6' , as seen in the attached landscape plan and shown at the meeting, on the side of the project adjacent to the railroad right-of-way (ROW)/Greenway. This will create a much more pleasant pedestrian experience on the Greenway since with the retaining wall, a 6' fence could be 9 or 10 feet above the level of the Greenway.

Since it appears that there is pavement currently encroaching on the ROW, we appreciate the offer to reseed grass and 20 shrubs along the fence/retaining wall area as we would like to avoid any opportunistic species from taking hold once the pavement is removed. The best solution would be native shrubs that would not require extensive maintenance.

Obviously, this effort should be coordinated with existing plans for the Greenway. The town now has the 100% plans from Fay Spofford & Thorndike (FST).and a PDF of the highway plans and a list of plantings for the area adjacent to 42 Pleasant Street is attached to the email for this letter. The plans do show landscaping of trees and bushes very near the property line and the existing buildings, which will likely have been demolished by the time the Greenway project starts construction, so any plantings should be coordinated with the expecting plantings for the project.

Property line

Though no specific issue has been identified at 42 Pleasant, the project has had issues locating property lines in the past. To be safe, you agreed to review the survey's with FST to confirm they agree on locations of the property line along the Rail Road Right of Way.

Drainage

As mentioned in the meeting, we request the proponent verify the existing drainage pattern of the site. If you could have your engineer, Jack Sullivan, look into this and contact the FST project engineer, again that would be greatly appreciated.

- This would include confirming that if the 42 Pleasant site discharges runoff onto the railroad right of way, we request the proponent show the post-development flowrate does not exceed the predevelopment flow.
- If the review of the existing drainage pattern indicates the railroad right of way discharges onto the site, the installation of the wall will prevent the railroad right of way from draining and a low point will be created. If this situation exists, we request the proponent propose a solution suitable to the Town to accommodate the existing runoff from the Railroad Right of Way.

Sincerely,



Anthony Wilson
Chairman

cc.

August Niewenhous, Chairman, Planning Board
David Ragucci, Town Administrator
Tom Boussy, Chairman, Board of Selectman
Ellen McBride, Chairwoman, Conservation Commission
Aleece DiFronio, Fay, Spofford & Thorndike

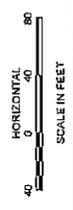
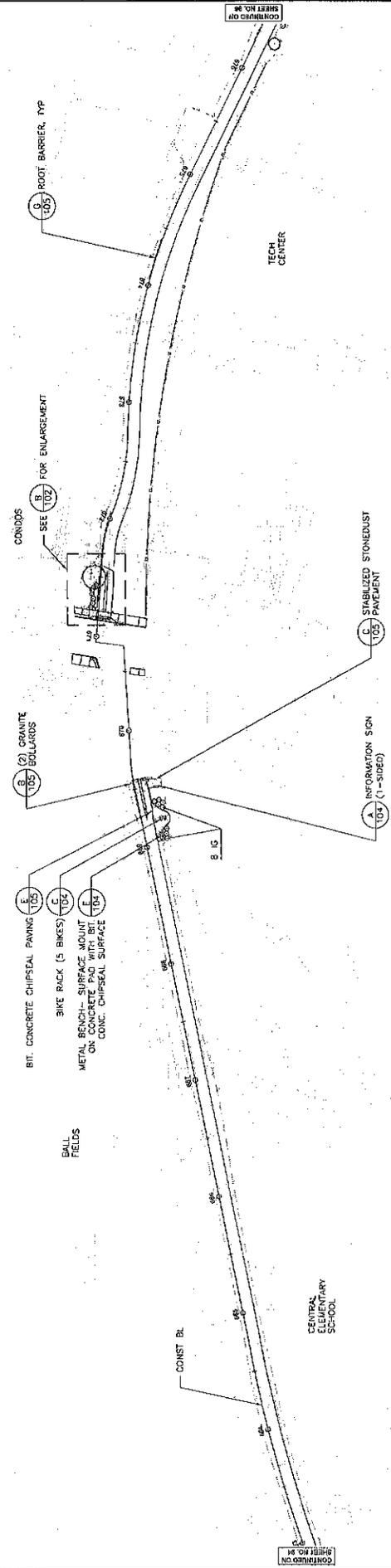
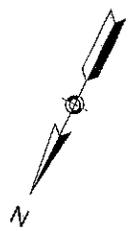
Attachments

Landscaping Plan, 42 Pleasant Street
100% Landscaping Plan and Plant Schedule, Pomeworth Street to Gould Street, Tri-Community Greenway

WINCHESTER / MOBURN / STONEHAM
TRICOMMUNITY BIKEWAY

STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
MA	060202	06	278
PROJECT FILE NO. 060202			

LANDSCAPE PLAN
STONEHAM
PART 30 OF 31



PLANT SCHEDULE		SYMBOL	COMMON NAME	SIZE	COND	SPACING
10	1	INFILTRATOR	SPERMATOPHYTES			
10	2	INFILTRATOR	SPERMATOPHYTES			

WINCHESTER / MOUBURN / STONEHAM
TRI-COMMUNITY BIKERWAY

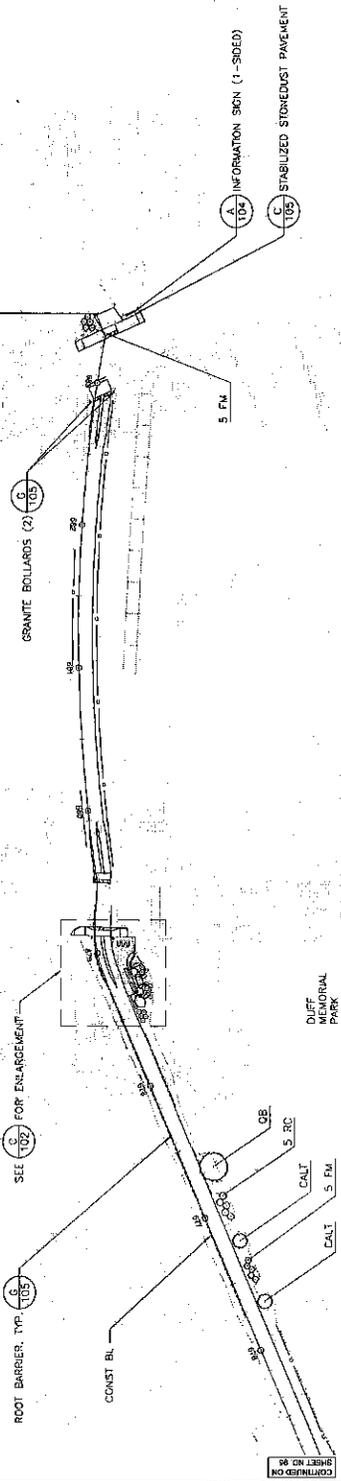
STATE	PROJECT FILE NO.	SHEET NO.	TOTAL SHEETS
MA	69862	89	279

LANDSCAPE PLAN
3/21/04
PART 31 OF 31



BALL
FIELDS

END PROJECT NO. 604652
STA. 0+00 TO 0+27
E. WINDHAM ST.
E. WINDHAM ST.



PLANT SCHEDULE

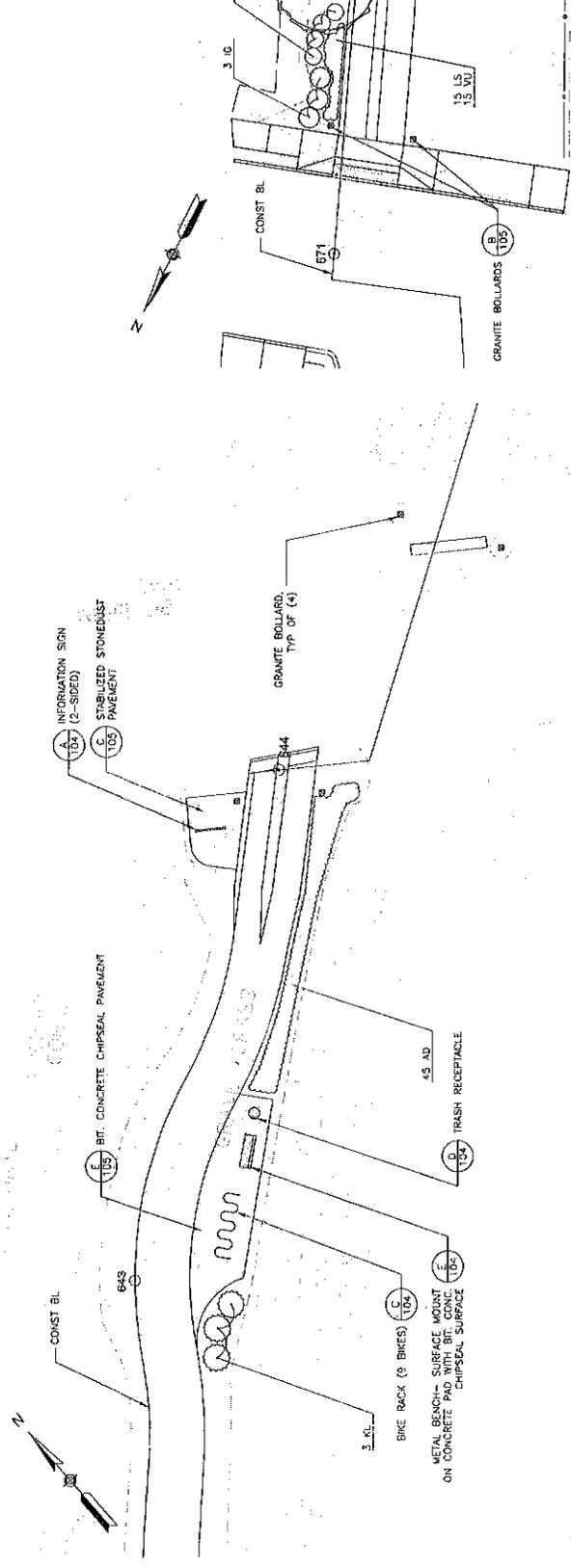
SYMBOL	SYMBOL NAME	COMMON NAME	SIZE	QTY	DATE	BY	CHKD	REVISION
105	ROOT BARRIER	BRONX WIRE	1.5" x 1.5" x 1.5"	1	03/21/04	MB	MB	1
103	GRANITE BOLLARDS	GRANITE BOLLARD	12" DIA.	2	03/21/04	MB	MB	1
104	INFORMATION SIGN	INFORMATION SIGN	18" x 18"	1	03/21/04	MB	MB	1
105	STABILIZED STOREDUST PAVEMENT	STABILIZED STOREDUST PAVEMENT	2" THICK	1	03/21/04	MB	MB	1

CONTINUED ON
SHEET NO. 30

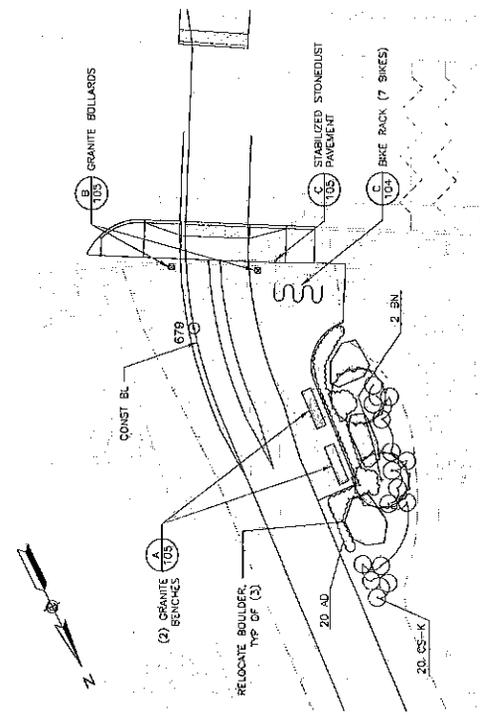
WINCHESTER / MOURN / STONEHAM
TRI-COMMUNITY BIKEWAY

STATE	FED. AID PROJ. NO.	DATE
MA	102	2/70
PROJECT FILE NO.	96082	

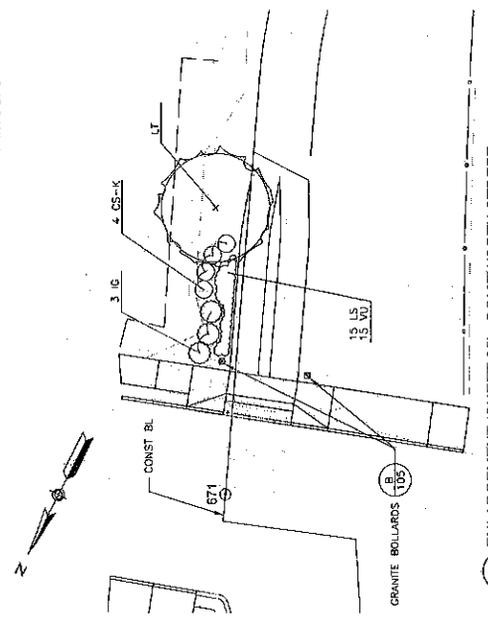
LANDSCAPE ENLARGEMENTS
PART 6 OF 6



A ENLARGEMENT (SHEET 93) - WILLIAM STREET CROSSING
SCALE 1" = 10'



C ENLARGEMENT (SHEET 96) - PLEASANT STREET
SCALE 1" = 10'



B ENLARGEMENT (SHEET 95) - POMEWORTH STREET
SCALE 1" = 10'

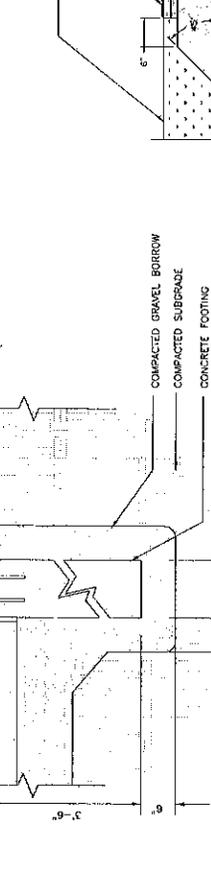
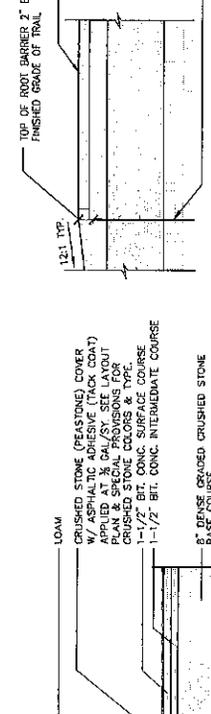
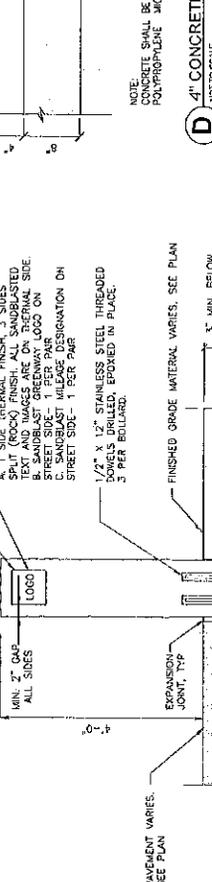
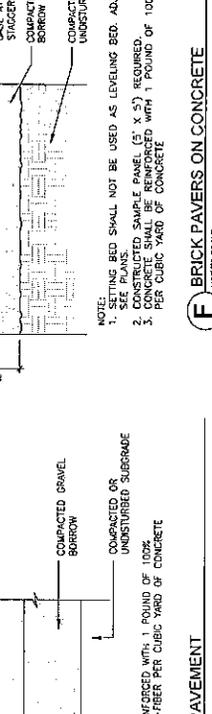
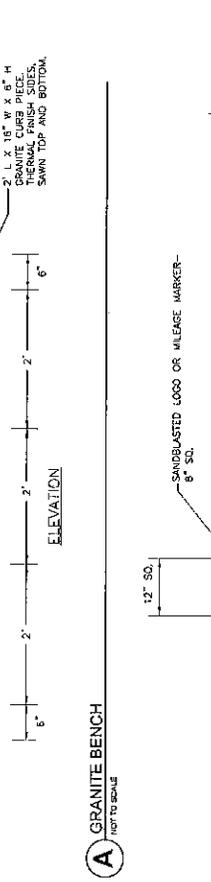
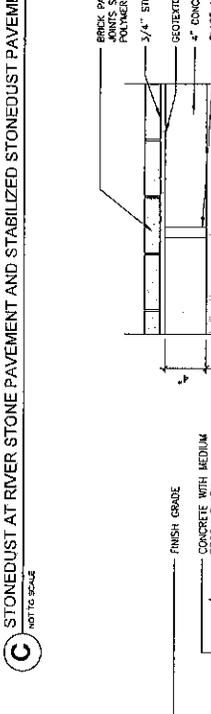
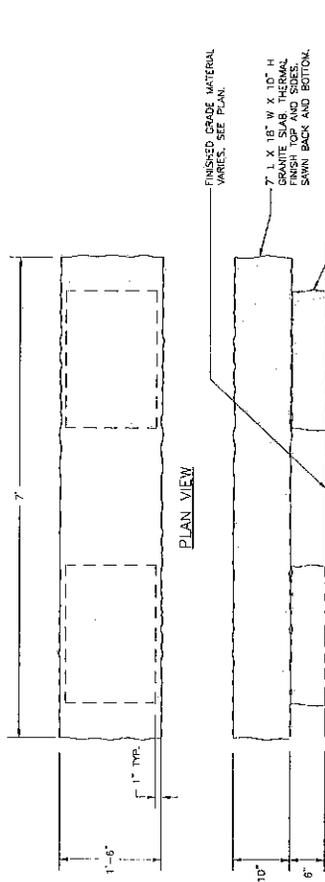
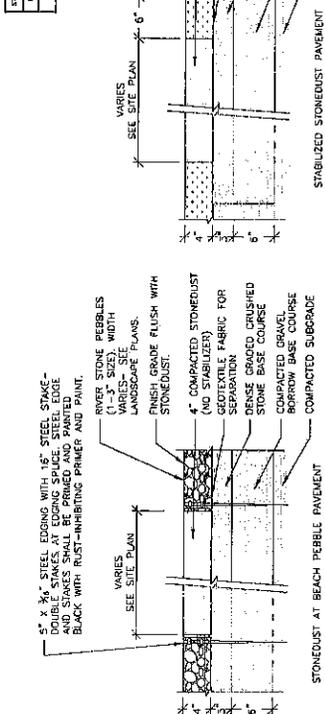


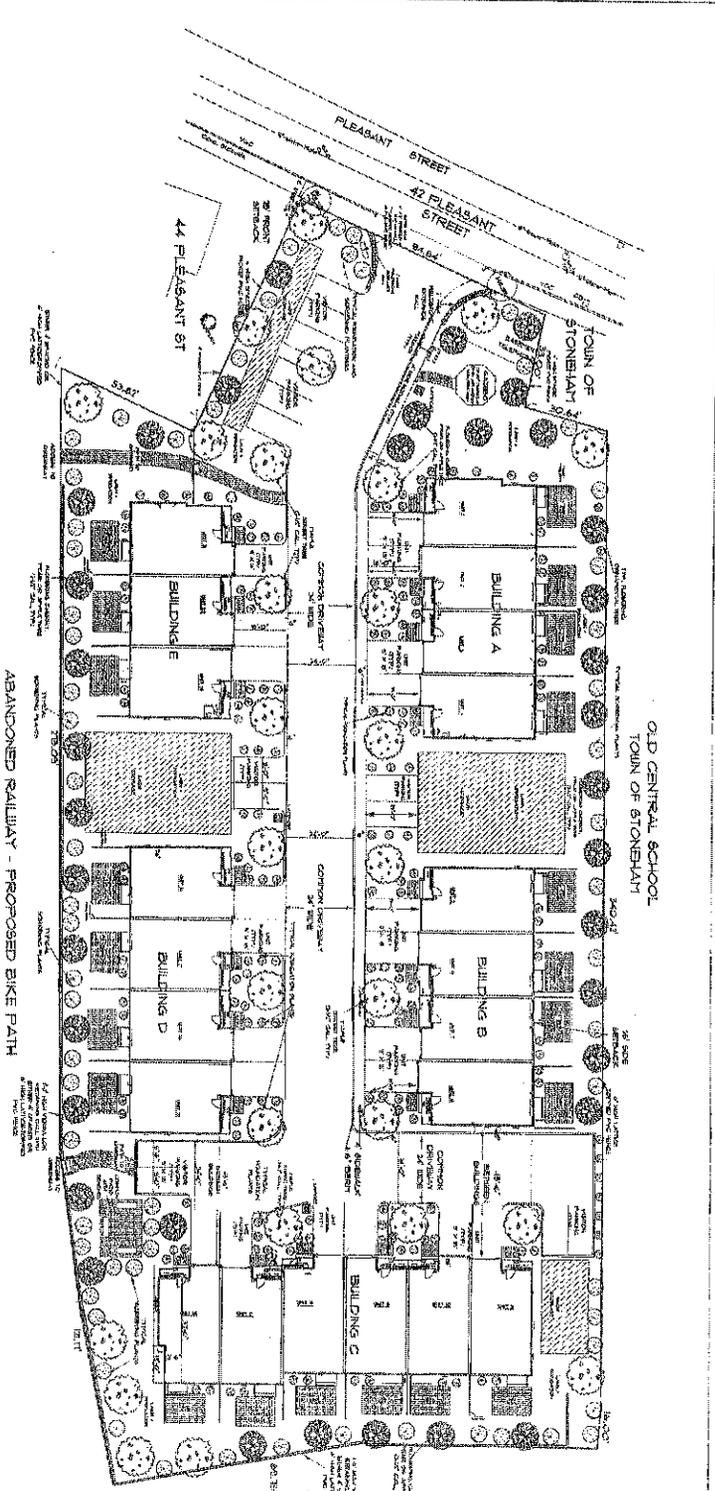
PLANT SCHEDULE	SYMBOL	COMMON NAME	SIZE	FORM	BRANCH	REMARKS
DISPENSERS TREES						
1		RELIANA PALM TREES	8" IN. DB	8' H	8' H	ALL UNIFORM HEIGHT
2		RELIANA PALM TREES	12" IN. DB	12' H	12' H	ALL UNIFORM HEIGHT
3		RELIANA PALM TREES	18" IN. DB	18' H	18' H	ALL UNIFORM HEIGHT
4		RELIANA PALM TREES	24" IN. DB	24' H	24' H	ALL UNIFORM HEIGHT
5		RELIANA PALM TREES	30" IN. DB	30' H	30' H	ALL UNIFORM HEIGHT
6		RELIANA PALM TREES	36" IN. DB	36' H	36' H	ALL UNIFORM HEIGHT
7		RELIANA PALM TREES	42" IN. DB	42' H	42' H	ALL UNIFORM HEIGHT
8		RELIANA PALM TREES	48" IN. DB	48' H	48' H	ALL UNIFORM HEIGHT
9		RELIANA PALM TREES	54" IN. DB	54' H	54' H	ALL UNIFORM HEIGHT
10		RELIANA PALM TREES	60" IN. DB	60' H	60' H	ALL UNIFORM HEIGHT
11		RELIANA PALM TREES	66" IN. DB	66' H	66' H	ALL UNIFORM HEIGHT
12		RELIANA PALM TREES	72" IN. DB	72' H	72' H	ALL UNIFORM HEIGHT
13		RELIANA PALM TREES	78" IN. DB	78' H	78' H	ALL UNIFORM HEIGHT
14		RELIANA PALM TREES	84" IN. DB	84' H	84' H	ALL UNIFORM HEIGHT
15		RELIANA PALM TREES	90" IN. DB	90' H	90' H	ALL UNIFORM HEIGHT
16		RELIANA PALM TREES	96" IN. DB	96' H	96' H	ALL UNIFORM HEIGHT
17		RELIANA PALM TREES	102" IN. DB	102' H	102' H	ALL UNIFORM HEIGHT
18		RELIANA PALM TREES	108" IN. DB	108' H	108' H	ALL UNIFORM HEIGHT
19		RELIANA PALM TREES	114" IN. DB	114' H	114' H	ALL UNIFORM HEIGHT
20		RELIANA PALM TREES	120" IN. DB	120' H	120' H	ALL UNIFORM HEIGHT
21		RELIANA PALM TREES	126" IN. DB	126' H	126' H	ALL UNIFORM HEIGHT
22		RELIANA PALM TREES	132" IN. DB	132' H	132' H	ALL UNIFORM HEIGHT
23		RELIANA PALM TREES	138" IN. DB	138' H	138' H	ALL UNIFORM HEIGHT
24		RELIANA PALM TREES	144" IN. DB	144' H	144' H	ALL UNIFORM HEIGHT
25		RELIANA PALM TREES	150" IN. DB	150' H	150' H	ALL UNIFORM HEIGHT
26		RELIANA PALM TREES	156" IN. DB	156' H	156' H	ALL UNIFORM HEIGHT
27		RELIANA PALM TREES	162" IN. DB	162' H	162' H	ALL UNIFORM HEIGHT
28		RELIANA PALM TREES	168" IN. DB	168' H	168' H	ALL UNIFORM HEIGHT
29		RELIANA PALM TREES	174" IN. DB	174' H	174' H	ALL UNIFORM HEIGHT
30		RELIANA PALM TREES	180" IN. DB	180' H	180' H	ALL UNIFORM HEIGHT

WINCHESTER/WOXBURN/STONEHAM
TRI-COMMUNITY BIKEWAY

STATE	PROJECT NO.	SHEET NO.
MA	100	279
PROJECT FILE NO.	80662	

LANDSCAPE DETAILS
PART 2 OF 3



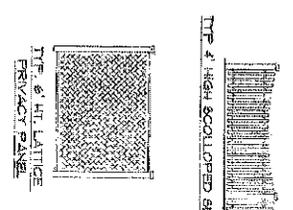


TYPICAL PLANT LIST

NO.	SYMBOL	COMMON NAME	RECOMMENDED SPECIES	PLANT SIZE	PLANT TYPE	PLANT QUANTITY
1	(Symbol)	ORNAMENTAL PLANTING TREES	ORNAMENTAL PLANTING TREES	12" DIA.	TREE	30
2	(Symbol)	SCREENING 1 BORDER PLANTS	SCREENING 1 BORDER PLANTS	12" DIA.	PLANT	40
3	(Symbol)	FOUNDATION PLANTINGS	FOUNDATION PLANTINGS	12" DIA.	PLANT	100

PLANTING NOTES:

1. All plant material to be installed shall be of the highest quality and shall be free from any disease, insect damage, or other defects.
2. All plant material shall be installed in accordance with the specifications and standards of the Massachusetts Department of Environmental Protection.
3. All plant material shall be installed in accordance with the specifications and standards of the Massachusetts Department of Environmental Protection.
4. All plant material shall be installed in accordance with the specifications and standards of the Massachusetts Department of Environmental Protection.
5. All plant material shall be installed in accordance with the specifications and standards of the Massachusetts Department of Environmental Protection.
6. All plant material shall be installed in accordance with the specifications and standards of the Massachusetts Department of Environmental Protection.
7. All plant material shall be installed in accordance with the specifications and standards of the Massachusetts Department of Environmental Protection.
8. All plant material shall be installed in accordance with the specifications and standards of the Massachusetts Department of Environmental Protection.
9. All plant material shall be installed in accordance with the specifications and standards of the Massachusetts Department of Environmental Protection.
10. All plant material shall be installed in accordance with the specifications and standards of the Massachusetts Department of Environmental Protection.



APPROVED BY: STONEHAM BOARD OF SELECTMEN

APPROVED BY: STONEHAM PLANNING BOARD

DATE: 12/15/2018

PREPARED BY: SULLIVAN ENGINEERING GROUP, LLC

42 PLEASANT STREET
STONEHAM, MASSACHUSETTS
LANDSCAPING PLAN

LEGEND:

(Symbol)	PROPOSED STREET TREE
(Symbol)	PROPOSED ORNAMENTAL PLANTING TREES
(Symbol)	PROPOSED ACCENT, SCREENING OR FOUNDATION SHRUBS
(Symbol)	6' LATTICE TOP WHITE PVC FENCE
(Symbol)	4' HIGH SCOLLOPED SPACED WHITE PVC FENCE
(Symbol)	12' HIGH GARDEN REPLICA LATTICE POST
(Symbol)	BIPOLE STORAGE AREAS

REVISIONS

NO.	DATE	DESCRIPTION	BY	APP'D

SHEET NO. 6 OF 6

Sinclair, Erin

From: Anthony Wilson <aww181@yahoo.com>
Sent: Friday, October 02, 2015 11:30 AM
To: Sinclair, Erin
Subject: Re: Contact info for Greenway project engineer

Yes please

From: "Sinclair, Erin"
To: 'Anthony Wilson'
Sent: Friday, October 2, 2015 11:02 AM
Subject: RE: Contact info for Greenway project engineer

Do you want me to include this email in the packet for 42 Pleasant Street on the 13th?

Erin Sinclair
Office Manager for the Board of Selectmen
35 Central Street
Stoneham, MA 02180
781-279-2680 Phone
781-279-2681 Fax

From: Anthony Wilson [mailto:aww181@yahoo.com]
Sent: Friday, October 02, 2015 10:58 AM
To: Sinclair, Erin
Subject: Fw: Contact info for Greenway project engineer

This is the email following up on drainage per the previous letter I sent. They confirmed changes at 42 pleasant would impact the existing flows and proposed a catch-basin to address the issue. We were told in the BOS meeting that the catch-basin is in the current site plan.

Let me know if you have questions.

Anthony

----- Forwarded Message -----

From: "Ragucci, David" <dragucci@stoneham-ma.gov>
To: 'Anthony' <aww181@yahoo.com>
Sent: Monday, August 3, 2015 10:50 AM
Subject: FW: Contact info for Greenway project engineer
FYI

From: Jack Sullivan [mailto:jacksull53@comcast.net]
Sent: Monday, August 03, 2015 10:44 AM
To: Aleece D'Onofrio <adonofrio@fstinc.com>
Cc: Charles F. Houghton <CFHoughton@cfhlawoffice.com>; Lopez, Ron <noshoredevelop@aol.com>; JHendrickson@fstinc.com; Ragucci, David <dragucci@stoneham-ma.gov>
Subject: Re: Contact info for Greenway project engineer

Aleece,

Yes...the catchbasin I mention is one along the lot line between 42 Pleasant & the bikeway property to collect overland flow and any runoff thru the retaining wall. I can incorporate this change into my

design...we have a meeting with the Town on August 11 so I would like to get any additional design comments from the Planning Board at this hearing and I will look to make any and all changes.

Thank you

Jack Sullivan

781-854-8644

From: "Aleece D'Onofrio" <adonofrio@fstinc.com>

To: "Jack Sullivan" <jacksull53@comcast.net>

Cc: "Charles F. Houghton" <CFHoughton@cfhlawoffice.com>, "Ron Lopez" <noshoredevelop@aol.com>, JHendrickson@fstinc.com, dragucci@ci.stoneham.ma.us

Sent: Friday, July 31, 2015 3:20:35 PM

Subject: RE: Contact info for Greenway project engineer

Hi Jack,

Thank you for sending us Civil Site drawings for 42 Pleasant Street.

We have reviewed these plans and see one critical issue that needs to be worked out. By you adding a retaining wall along the east side of the property (adjacent to the bikeway) you will be trapping the drainage from the bike path. This drainage currently flows into the 42 Pleasant Street property. This concentrated stormwater will flow into the property north of 42 Pleasant Street. A structure to collect this drainage should be provided. Is this the proposed catch basin you mention in your email?

Also, as shown in your Modular Block Retain Wall detail, it appears that stormwater flow from the site will flow into the 4" drainage pipe at the base of the wall and outlet every 40 feet onto the trail.

Please note that we have cc'd Dave Ragucci on this email as the Town is our client and they have asked us to keep them in the loop on our correspondence on this project.

Thanks,

Aleece

Aleece E. D'Onofrio, P.E. | Senior Engineer

FAY, SPOFFORD & THORNDIKE

Celebrating a Century of Engineering Excellence

5 Burlington Woods | Burlington, MA 01803

D: 781-221-1126 | T: 781-221-1000

adonofrio@fstinc.com | www.fstinc.com |

From: Jack Sullivan [<mailto:jacksull53@comcast.net>]

Sent: Monday, July 27, 2015 11:10 AM

To: Aleece D'Onofrio

Cc: Charles F. Houghton; Ron Lopez

Subject: Re: Contact info for Greenway project engineer

Hi Aleece,

I am the design engineer for 42 Pleasant Street, Stoneham which is the proposed 21 unit Townhouse development abutting the bikeway project. I am attaching the full drainage report and the Civil Site drawings (minus the cover sheet & landscaping plan) for your review. I have existing spot grade information shown offsite showing existing drainage patterns. In speaking with Ron Lopez (applicant for the development at 42 Pleasant), we would be open to discussing the installation of a deep sump catchbasin on the edge of the bikeway property to insure water flow is collected (this would insure no ponding or puddling issues). This catchbasin could be connected to the existing 60 inch Town drain line without the need for an easement on 42 Pleasant Street. Once you have had a chance to review all the details please feel free to contact me. An effort was made to install stormwater controls onsite to avoid any surface water being discharged to the bikeway.

Jack Sullivan

781-854-8644

From: "Charles F. Houghton" <CFHoughton@cfhlawoffice.com>

To: jacksull53@comcast.net



TOWN OF
STONEHAM
 MASSACHUSETTS
 BUILDING AND WIRE DEPARTMENT

2015 SEP - 2 P 3: 27
 TOWN OF STONEHAM
 BOARD OF SELECTMEN

SITE PLAN HEARING APPLICATION

Date: 9-1-2015

The undersigned, owner of the property, hereby applies for a Site Plan Hearing according to the Provisions of Chapter 16 of the Town Ordinance.

- I. A. The applicant shall complete two copies of this form and submit 18 copies of the "Site Plan" by a Registered Engineer.
- B. Submit a letter from the owner describing the type of building being constructed, renovated, altered and the proposed use of said building.
- C. Attach a copy of the Special Permit and Board of Appeals Decision (if applicable).

II. Fill in the following data as required for this hearing.

- A. Location of Property 42 Pleasant Street, Stoneham, MA 02180
- B. Name of Owner Forty-Two Pleasant Street Nominee Trust, Daniel Picariello, Trustee
- C. Address of Owner 42 Pleasant Street, Stoneham, MA 02180
- D. Business Name (If Different from Owner) N/A
- E. Telephone Number of Owner _____
- F. Present Use of Building or Property industrial complex
- G. Height of existing and/or proposed structure proposed structures are two story
- H. Has there been a previous Site Plan on this property? Yes _____ No X
 If "YES" give the dates

- I. Zoning District Residence B

III. PREPARE AND FILE WITH THIS FORM A "SITE PLAN". STATE THE ZONING DISTRICT IT LIES WITHIN. SHOW THE LOT, ITS AREA, DIMENSIONS, AN ACCURATE COMPLETE OUTLINE OF THE PROPOSED AND ANY EXISTING STRUCTURES THEREON, DISTANCES FROM ALL BOUNDARY LINES, PARKING, COMPUTATIONS FOR ALL REQUIRED PARKING. SITE PLAN SHALL BE PREPARED AND STAMPED BY A REGISTERED PROFESSIONAL ENGINEER/SURVEYOR.

A. NAME & ADDRESS OF THE ENGINEER Sullivan Engineering Group, LLC

P.O. Box 2004

Woburn, MA 01888

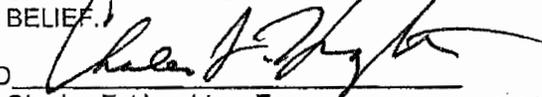
IV. PROVIDE SUPPLEMENTARY DRAWING TO SHOW THE NATURE AND CHARACTER OF THE PROPOSED STRUCTURE.

V. PROVIDE A DESCRIPTION OF YOUR PROPOSAL INCLUDING THE INTENDED USE OF THE PROPERTY. NOTE: THIS DESCRIPTION WILL APPEAR IN THE LEGAL NOTICE OF THE NEWSPAPER, AND IS SUBJECT TO REVIEW BY THE OFFICE OF THE BOARD OF SELECTMEN.

Remove existing structures and construct twenty-one (21) new townhouses and associated parking

VI. I, THE UNDERSIGNED - OWNER OF PROPERTY, AFFIRM THAT THE FOREGOING STATEMENTS ARE TRUE STATEMENTS OF FACT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNED



STREET # 271 Main Street, Suite 202

Charles F. Houghton, Esq.

TOWN Stoneham STATE MA 02180 PHONE NO. 781-438-7444

VII. FILE ONE COPY OF THIS APPLICATION WITH A CHECK IN THE AMOUNT OF \$300.00, PAYABLE TO THE TOWN OF STONEHAM.

VIII. A. A NEW SITE PLAN IS REQUIRED FOR ANY CHANGES AFTER THE WORK ON AN EXISTING SITE PLAN HAS BEEN COMPLETED AND FINAL APPROVAL RECEIVED.

B. A NEW SITE PLAN IS ALSO REQUIRED IF THE DATE HAS EXPIRED ON AN EXISTING SITE PLAN.

IX. FILE ONE COPY OF THIS APPLICATION WITH THE TOWN CLERK FOR RECORD.

X. SITE PLAN AMENDMENT:

A. AMENDED SITE PLANS ARE SUBJECT TO A NEW HEARING BEFORE THE BOARD OF SELECTMEN.

B. NEW APPLICATION SHALL BE SUBMITTED.

C. FEE: THREE HUNDRED (\$300.00) DOLLARS.

D. CHANGES DURING WORK TO AN EXISTING SITE PLAN IS CONSIDERED AN AMENDED SITE PLAN.

E. FEE OF \$ 100.00, PAYABLE TO THE TOWN OF STONEHAM.

Charles F. Houghton

Attorney - At - Law

271 Main Street - Suite 202, Stoneham, Massachusetts 02180

Telephone: (781) 438-7444 Fax: (781) 438-2078

Christopher J. Gordon
Attorney

Mark E. Mulligan
Attorney

Janel E. Elwell
Attorney

Maria D'Alasio
Paralegal

September 1, 2015

Ms. Cheryl Noble, Building Inspector
Stoneham Town Hall
35 Central Street
Stoneham, MA 02180

RE: Site Plan, 42 Pleasant Street, Stoneham, MA 02180

Dear Ms. Noble:

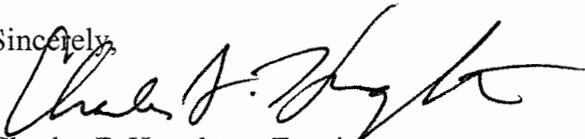
Please be advised that I represent North Shore Construction & Development, Inc. and Daniel Picariello, Trustee of the Forty-Two Pleasant Street Nominee Trust, with regard to 42 Pleasant Street, Stoneham, MA 02180.

My client is proposing to construct twenty-one (21) new townhouses and associated parking. My client is applying for site plan approval. My client obtained variances from the Board of Appeals on March 31, 2015 and on August 11, 2015 the Planning Board voted to grant a special permit for this project.. I have scheduled this matter with the Selectmen for a hearing on September 22, 2015 at 7:00 p.m.

Enclosed please find my check in the amount of Three Hundred Dollars (\$300.00) and eighteen copies of my client's site plan are filed herewith.

If you need any additional information, please contact me at the above number.

Sincerely,



Charles F. Houghton, Esquire

CFH:meh

Enclosures

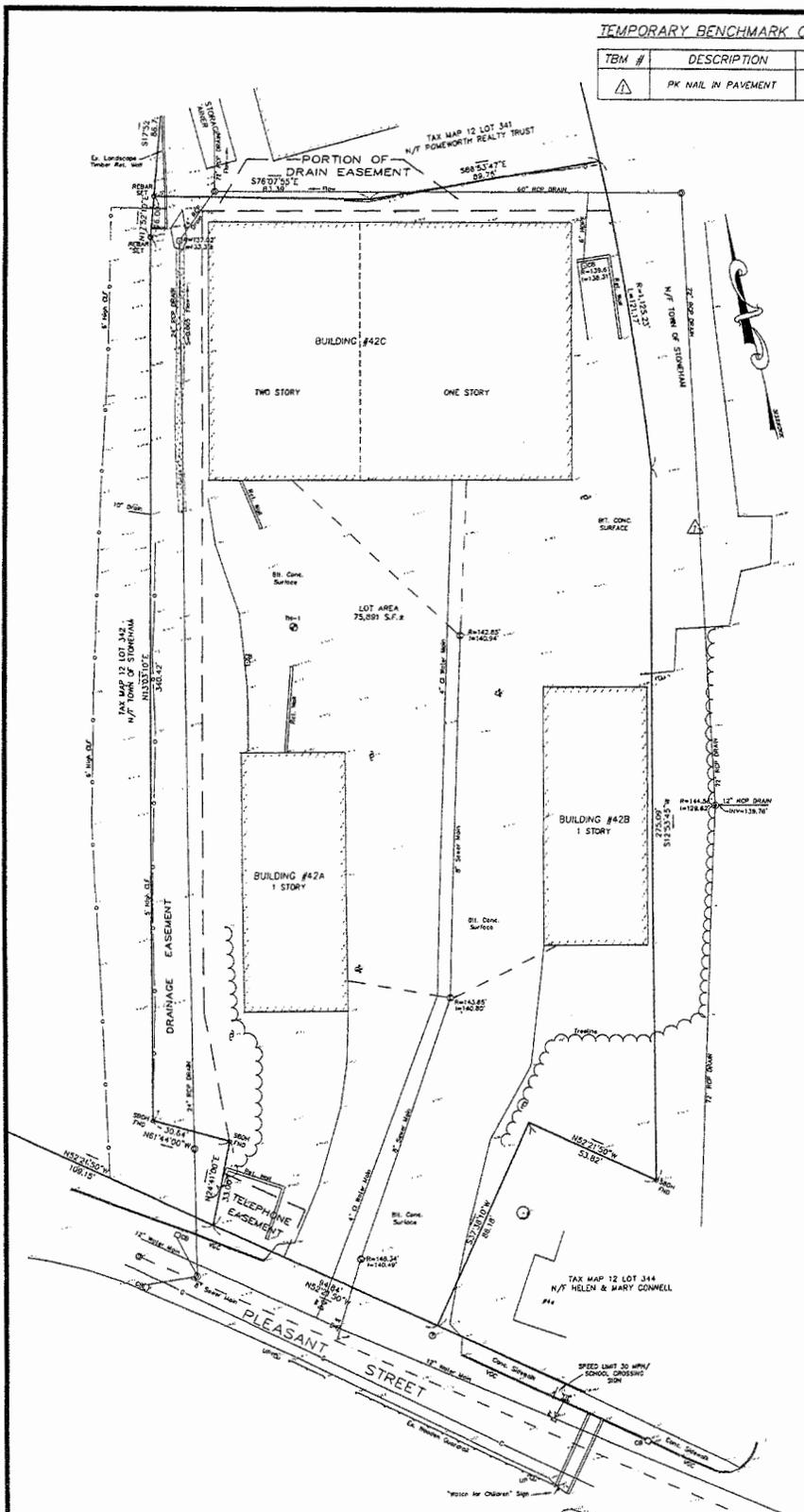
cc: Erin Sinclair, Selectmen's Office

TEMPORARY BENCHMARK CHART:

TEM #	DESCRIPTION	ELEV.
1	PK NAIL IN PAVEMENT	143.07'

LEGEND:

- x 100.00 SPOT GRADE
- U UTILITY POLE
- ⊙ SEWER MANHOLE
- S — SEWER MAIN
- W — COMPILED WATER MAIN
- CB CATCHBASIN
- D — DRAIN LINE
- BIT BITUMINOUS
- CONC. CONCRETE
- EOP EDGE OF PAVEMENT



TOWN CLERK OF THE TOWN OF STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK _____ DATE _____

APPROVED BY:
STONEHAM PLANNING BOARD

APPROVED _____ 20__

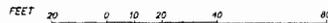
APPROVED BY:
STONEHAM BOARD OF SELECTMEN

APPROVED _____ 20__

SOILS INFORMATION:

TEST PIT WAS PERFORMED BY JOHN D. SULLIVAN R. P.E., C.S.C. ON 3/29/15
 TEST PIT NO. 1
 R/LX=143.07'
 W/LR/LG # 40' (DISTRICT) ELEVATION=135.1'
 0'-12" PAVEMENT
 3'-38" FILL
 38"-70" C-LAYER LOAMY SAND W/ TRACE GRAVEL 2.5' F/W
 INTER NEERING 0.84'

GRAPHIC SCALE
SCALE: 1"=20'



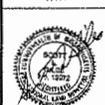
APPLICANT:
NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
215 SALEM STREET
WOBURN, MA 01500

42 PLEASANT STREET
"PLEASANT RIDGE"

EXISTING CONDITIONS PLAN
LOCATED IN
STONEHAM, MASSACHUSETTS
(MIDDLESEX COUNTY)

PREPARED FOR
NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
SCALE: 1" = 20' DATE: MAY 1, 2015

PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC
P.O. BOX 2004
WOBURN, MASS 01588
(781) 954-8644



NOTES:

- THE TOPOGRAPHIC, SITE DETAIL & SURFACE IMPROVEMENTS DEPICTED HEREON WERE OBTAINED FROM A PARTIAL FIELD SURVEY CONDUCTED ON NOV. 20-21, 2013 BY SULLIVAN ENGINEERING GROUP, LLC.
- THE LOCUS PROPERTY DEPICTED IS LOCATED IN ZONING DISTRICT RESIDENCE B.
- THE LOCUS PROPERTY IS DEPICTED AS LOT 343 ON THE TOWN OF STONEHAM ASSESSOR'S MAP 12.
- THE LOCATION OF ALL UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE AND ARE BASED UPON A PARTIAL FIELD SURVEY AND COMPILATION OF PLANS OF RECORD. THE DESIGN ENGINEER DOES NOT WARRANT NOR GUARANTEE THE LOCATION OF ALL UTILITIES DEPICTED OR NOT DEPICTED. THE CONTRACTOR, PRIOR TO COMMENCEMENT OF CONSTRUCTION, SHALL VERIFY THE LOCATION OF ALL UTILITIES AND CONTACT DIG SAFE AT 1-888-344-7233.
- THIS PLAN DOES NOT SHOW ANY UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST. A REASONABLE AND DILIGENT ATTEMPT HAS BEEN MADE TO OBSERVE ANY APPARENT VISIBLE USES OF THE LAND; HOWEVER, THIS DOES NOT CONSTITUTE A GUARANTEE THAT NO SUCH EASEMENTS EXIST.
- THE ELEVATIONS DEPICTED HEREON WERE BASED UPON THE 1929 NGVD DATUM.
- THE LOCUS PROPERTY IS NOT LOCATED WITHIN A FLOOD ZONE AS DEPICTED ON THE LATEST FLOOD INSURANCE RATE MAP.

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD.
1	0/27/15	NO CHANGES THIS SHEET	JDS	JDS

SHEET No. 2 OF 9

ZONING SUMMARY:

ZONING DISTRICT:	EXISTING RESIDENCE B *	PROPOSED RESIDENCE B
LAND AREA:	75,891 SF	75,891 SF
USE:	LIGHT MANUFACTURING	21 RESIDENTIAL TOWNHOMES
OFFSETSPACE:	20,000 SF (26%)	39,890 SF (53%)
PARKING SPACES:	N/A	50 SPACES ***
DISTANCE BETWEEN BUILDINGS:	N/A	45'
BUILDING HEIGHT:	Approx. 20'	27'-3/2"
FRONTAGE:	94.84'	94.84' ** (150 FEET REQUIRED)
LOT COVERAGE:	29.5%	25.0%
SETBACKS (FRONT/SIDE/REAR):	85' / 3' / 9'	30' / 25' / 25'

* PROPERTY WAS PREVIOUSLY ZONED "COMMERCIAL & AT JAN 2015 TOWN MEETING THE PROPERTY WAS REZONED TO "RESIDENCE B"
 ** VARIANCE GRANTED BY STONEHAM ZBA
 *** VARIANCE GRANTED BY STONEHAM ZBA TO ALLOW VEHICLE PARKING IN FRONT OF GARAGE BAY (21 SPACES TOTAL)

LEGEND:

- BIT. BITUMINOUS
- CONC. CONCRETE
- EOP EDGE OF PAVEMENT
- VCC VERTICAL GRANITE CURB

TOWN CLERK OF THE TOWN OF STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK _____ DATE _____

APPROVED BY:
STONEHAM PLANNING BOARD

APPROVED BY:
STONEHAM BOARD OF SELECTMEN

APPROVED _____ 20__

OFF-STREET PARKING:

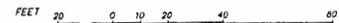
STALL DIMENSIONS: 9' x 18'
 GARAGE PARKING SPACES: 21
 SURFACE PARKING SPACES: 35
 TOTAL PARKING SPACES: 56 *

* NOTE: ZBA APPROVED A VARIANCE TO ALLOW PARKING SPACES IN FRONT OF GARAGE BAYS (21 TOTAL)

TRASH & RECYCLING DISPOSAL:

THE HOMEOWNERS ASSOCIATION SHALL CONTRACT WITH A PRIVATE HAULING COMPANY FOR TRASH AND RECYCLING DISPOSAL. THERE IS NOT PROPOSED ONSITE DUMPSTER.

GRAPHIC SCALE
SCALE: 1"=20'



APPLICANT:
NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
215 SALEM STREET
WOBURN, MA 01801

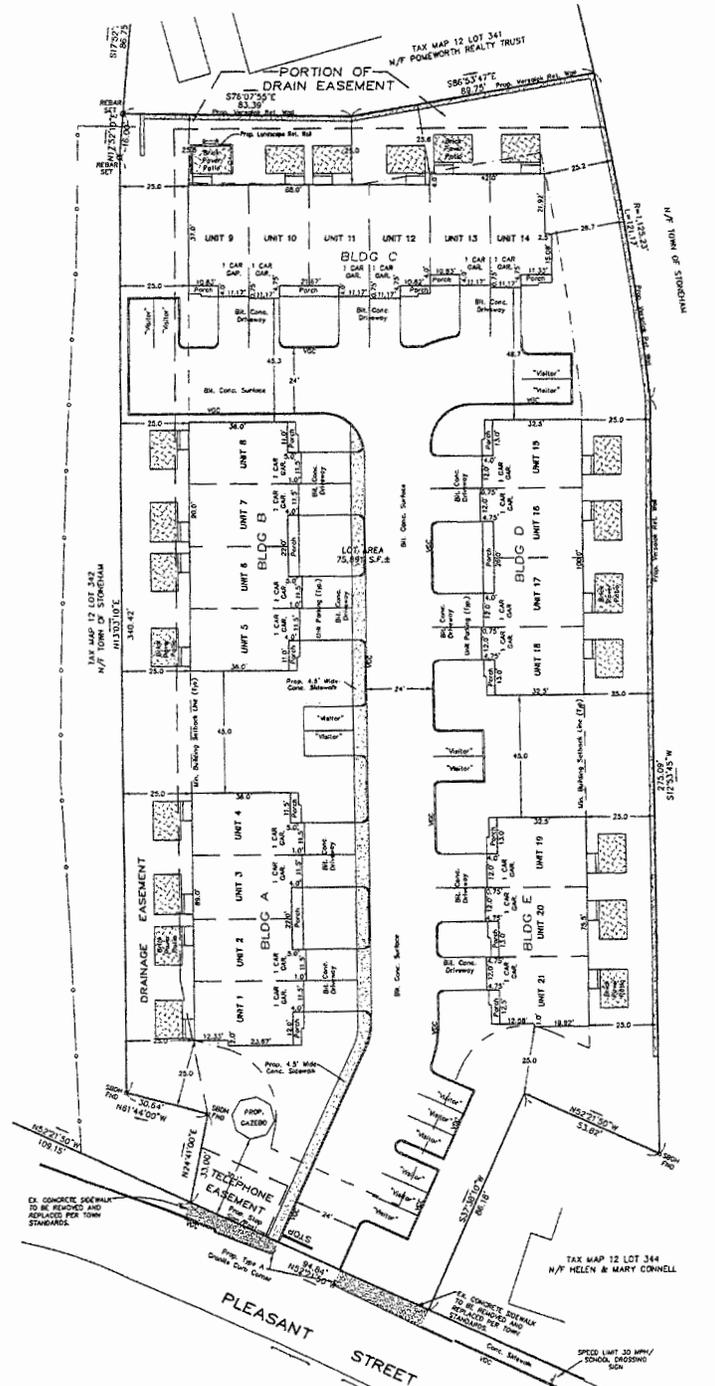
**42 PLEASANT STREET
"PLEASANT RIDGE"**

SITE LAYOUT PLAN
LOCATED IN
STONEHAM, MASSACHUSETTS
(MIDDLESEX COUNTY)

PREPARED FOR
NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
SCALE: 1" = 20' DATE: MAY 1, 2015

PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC
P.O. BOX 2208
WOBURN, MASS 01808
(781) 854-8844

SHEET No. 3 OF 9

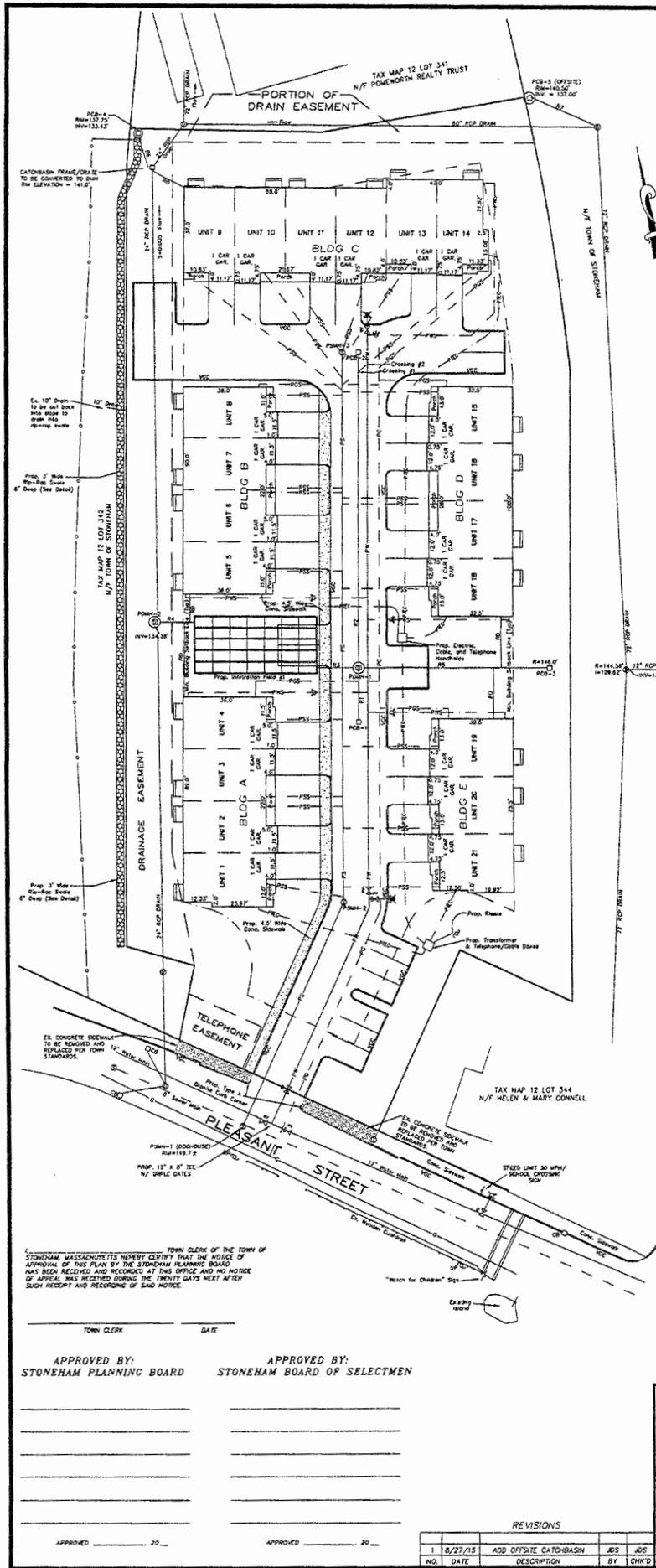


NOTES:

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- THIS PLAN DOES NOT SHOW ANY UNRECORDED OR UNWRITTEN EASEMENTS WHICH MAY EXIST. A REASONABLE AND DILIGENT ATTEMPT HAS BEEN MADE TO OBSERVE ANY APPARENT, VISIBLE USES OF THE LAND. HOWEVER, THIS DOES NOT CONSTITUTE A GUARANTEE THAT NO SUCH EASEMENTS EXIST.

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHKD
1	8/27/15	RELOCATE GAZEBO	JSS	JOS



PROPOSED LEGEND:

- VGC VERTICAL GRANITE CURB
- PCB-1 PROPOSED CATCHBASIN
- PMH-1 PROPOSED DRAIN MANHOLE
- PD PROPOSED HDPE DRAIN PIPE
- W PROPOSED WATER GATE
- WV PROPOSED HYDRANT
- PW PROPOSED 8" CLDI WATER MAIN
- PWS PROPOSED 4" CLDI WATER SERVICE
- PSM-1 PROPOSED SEWER MANHOLE
- PS PROPOSED SEWER MAIN (8" SDR 35 PVC)
- PSS PROPOSED SEWER SERVICE (6" SDR 35 PVC AT 2X)
- PG PROPOSED GAS MAIN
- PGS PROPOSED GAS SERVICE
- PTC PROPOSED TELEPHONE/ELECTRIC/CABLE LINE
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- (200.0) PROP. SPOT GRADE
- RD PROPOSED ROOF DRAIN (4" HDPE)

TEMPORARY BENCHMARK CHART:

TBM #	DESCRIPTION	ELEV.
1	PK NAIL IN PAVEMENT	143.07'

APPLICANT:
 NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
 215 SALISBURY STREET
 WOBURN, MA 01801

UTILITY CROSSING INFORMATION:

CROSSING #1:
 INVERT OF 12" DRAIN: 139.33
 TOP OF 12" DRAIN: 140.4'±
 INVERT OF 8" SEWER: 141.99'
 TOP OF 8" SEWER: 142.7'±

CROSSING #2:
 TOP OF 8" WATER: 140.4'±
 BOTTOM OF 8" WATER: 139.7'±
 INVERT OF 8" SEWER: 142.07'
 TOP OF 8" SEWER: 142.8'±

REACH CHART:

REACH	LENGTH	SIZE	MATERIAL	SLOPE	BEG INV.	END INV.
R1	21'	12"	HDPE	0.01	139.22'	138.05'
R2	135'	12"	HDPE	0.01	139.40'	138.05'
R3	17'	18"	HDPE	0.01	137.80'	137.63'
R4	76'	18"	HDPE	0.01	136.00'	137.84'
R5	79'	12"	HDPE	0.01	138.84'	138.05'
R6	13'	18"	HDPE	0.01	133.43'	133.31'
R7	30'	18"	HDPE	0.01	137.00'	136.70'

DRAINAGE STRUCTURE CHART:

STRUCTURE	RM	INV. IN (SIZE/TYPE)	INV. OUT (SIZE/TYPE)
CB-1	147.33'	N/A	138.26' 12" HDPE
CB-2	145.33'	N/A	139.40' 12" HDPE
CB-3	146.00'	N/A	138.84' 12" HDPE
CB-4	137.85'	N/A	133.43' 18" HDPE
CB-5 (OFFSITE)	140.30'	N/A	137.00' 18" HDPE
DAM-1 (SC)	147.05'	138.05' 12" HDPE	137.80' 18" HDPE
DAM-2	146.87'	137.84' 18" HDPE	134.38' 24" RCP

SEWER STRUCTURE CHART:

STRUCTURE	RM	INV. IN (SIZE/TYPE)	INV. OUT (SIZE/TYPE)
SMH-1	149.74'	140.30' 8" PVC	N/A
SMH-2	148.38'	140.79' 8" PVC	140.77' 8" PVC
SMH-3	145.35'	N/A	141.73' 8" PVC

TOWN CLERK OF THE TOWN OF STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDS AT THIS OFFICE AND NO NOTICE OF APPEAL HAS BEEN RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

APPROVED BY: STONEHAM PLANNING BOARD

APPROVED BY: STONEHAM BOARD OF SELECTMEN

TOWN CLERK DATE

APPROVED _____ DATE _____

APPROVED _____ DATE _____

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK'D
1	8/27/15	ADD OFFSITE CATCHBASIN	JOS	JOS



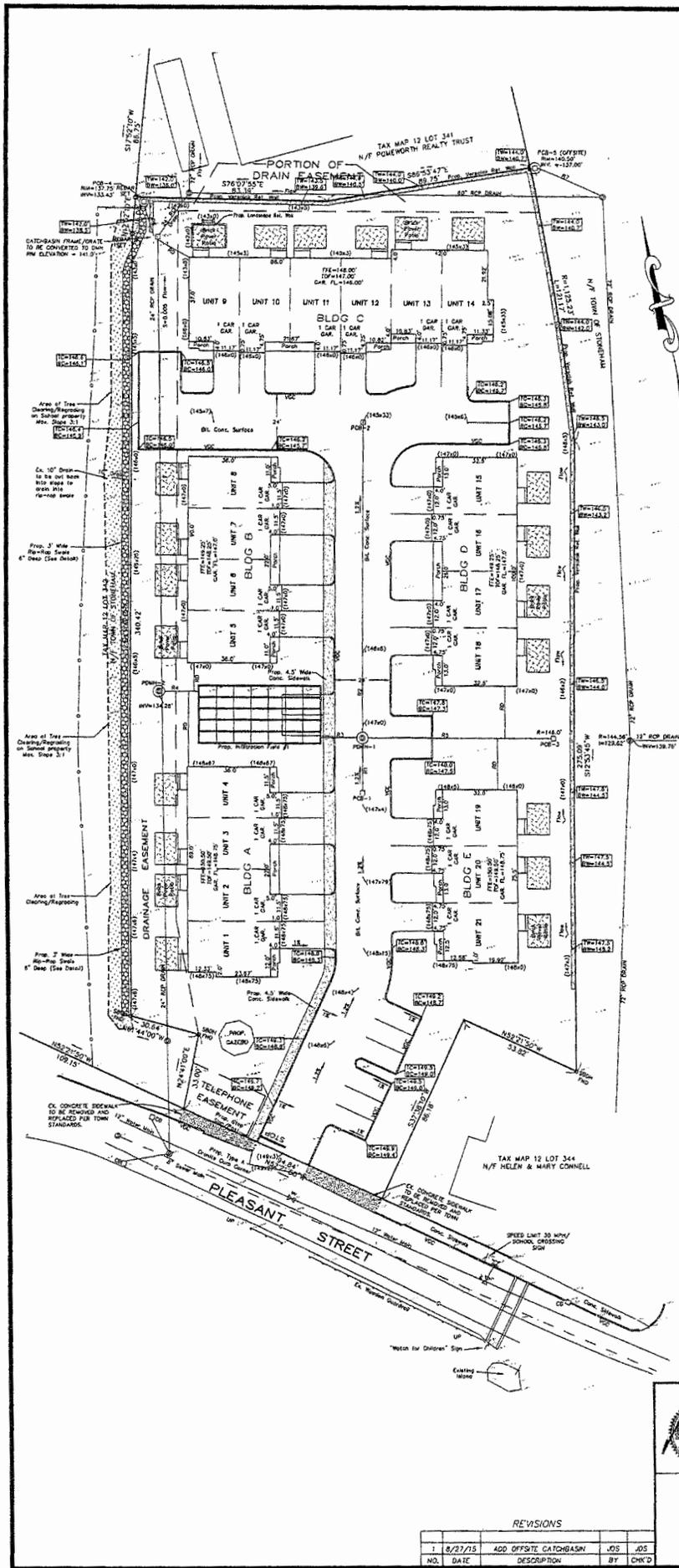
**42 PLEASANT STREET
 "PLEASANT RIDGE"**

SITE UTILITY PLAN
 LOCATED IN
 STONEHAM, MASSACHUSETTS
 (MIDDLESEX COUNTY)

PREPARED FOR
 NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
 SCALE: 1" = 20' DATE: MAY 1, 2015

PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC
 P.O. BOX 2060
 WOBURN, MASS 01898
 (781) 854-8644

SHEET No. 4 OF 9



- LEGEND:**
- X 100.00 EX. SPOT GRADE
 - (200)- PROP. TWO FOOT CONTOUR
 - (200.0) PROP. SPOT GRADE
 - VCC VERTICAL GRANITE CURB
 - TW TOP OF WALL
 - BW BOTTOM OF WALL
 - TC TOP OF CURB
 - BC BOTTOM OF CURB

TEMPORARY BENCHMARK CHART:

TBM #	DESCRIPTION	ELEV.
1	PK NAIL IN PAVEMENT	143.07'

APPLICANT:
 NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
 215 SALEM STREET
 WOBURN, MA 01801

I, TOWN CLERK OF THE TOWN OF STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL HAS BEEN RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK _____ DATE _____

APPROVED BY:
 STONEHAM PLANNING BOARD

APPROVED _____ TO _____

APPROVED BY:
 STONEHAM BOARD OF SELECTMEN

APPROVED _____ TO _____

**42 PLEASANT STREET
 "PLEASANT RIDGE"**



SITE GRADING PLAN
 LOCATED IN
 STONEHAM, MASSACHUSETTS
 (MIDDLESEX COUNTY)

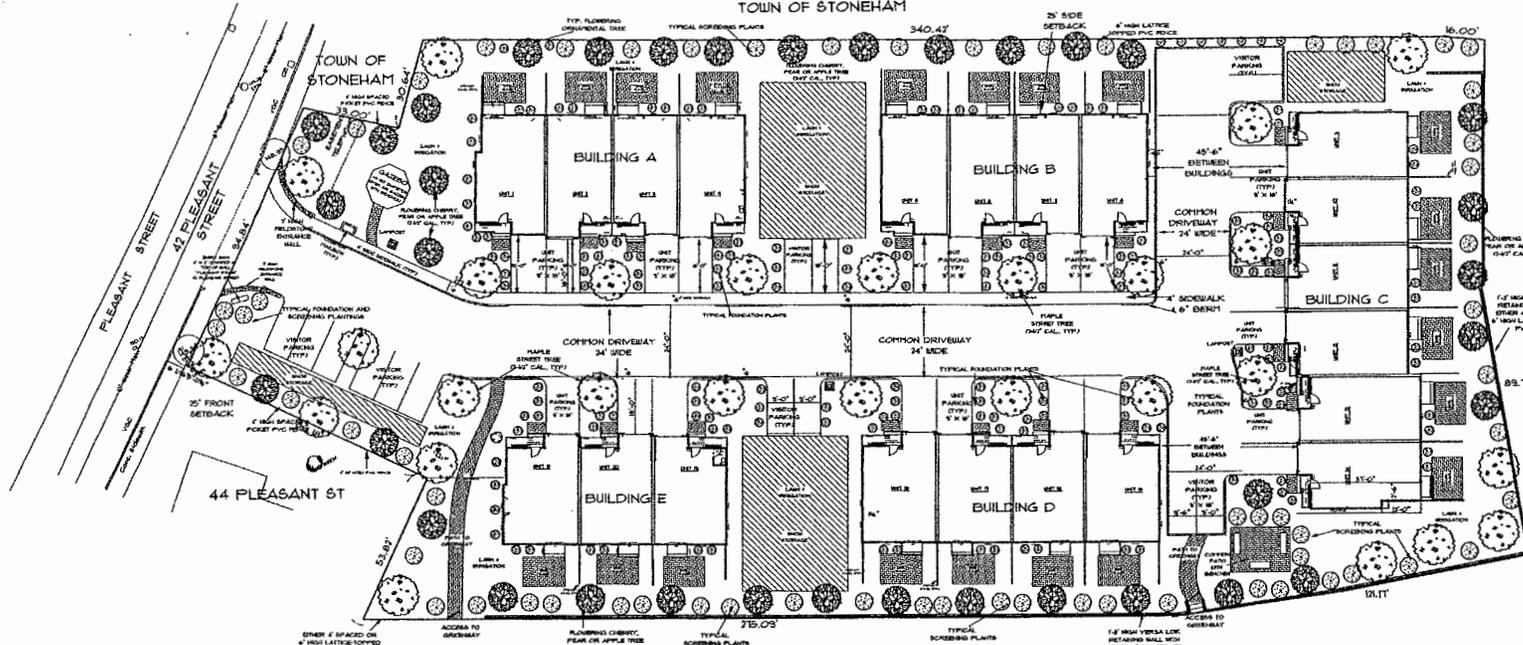
PREPARED FOR
 NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
 SCALE: 1" = 20' DATE: MAY 1, 2015

PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC
 P.O. BOX 2004
 WOBURN, MASS 01888
 (781) 854-2644

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK'D
1	8/21/15	ADD OFFSITE CATCHBASIN	JOS	JOS

OLD CENTRAL SCHOOL
TOWN OF STONEHAM



SYMBOL

- PROPOSED STREET TREE
- PROPOSED ORNAMENTAL/FLOWERING TREE
- PROPOSED ACCENT, SCREENING OR FOUNDATION SHRUBS
- 6' LATTICE TOP WHITE PVC FENCE
- 4' HIGH SCOLLOPED SPACED WHITE PVC FENCE
- 12' HIGH GAS REPLICA LAMPPOST
- SNOW STORAGE AREAS

TOWN CLERK OF THE TOWN OF STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL HAS BEEN RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK _____ DATE _____
APPROVED BY:
STONEHAM PLANNING BOARD



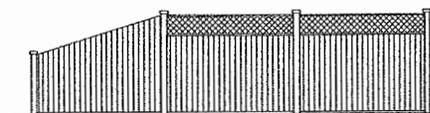
12' HIGH GAS REPLICA LAMPPOST / LANTERN PLACE EAST ALTERNATE

APPROVED _____ 20 _____

APPROVED BY:
STONEHAM BOARD OF SELECTMEN

APPROVED _____ 20 _____

APPROVED BY:
STONEHAM BOARD OF SELECTMEN



TYP. 6' LATTICE TOP WHITE PVC FENCE



TYP. 4' HIGH SCOLLOPED SPACED WHITE PVC FENCE



TYP. 6' HT. LATTICE PRIVACY PANEL

42 PLEASANT STREET
"PLEASANT RIDGE"

LANDSCAPING PLAN
LOCATED IN
STONEHAM, MASSACHUSETTS
(MIDDLESEX COUNTY)

SCALE: 1" = 20' DATE: MARCH 10, 2015
REVISED DATE: AUGUST 20, 2015

PREPARED BY
NORTH SHORE RESIDENTIAL DEVELOPMENT, INC
715 GALEM STREET
WOBURN, MA 01801

SHEET No. 6 OF 9

TYPICAL PLANT LIST

SIZE	BOTANICAL NAME	COMMON NAME	MATURE Ht./SP.	GROWTH RATE	COLOR	SEASON	QUANTITY
STREET TREES							
1.00'S C	AGEN NANNING	RED MAPLE OCTOBER GLOMY	40'x100'S	POD/PART	ORANGE LEAF	FALL	30
ORNAMENTAL/FLOWERING TREES							
2.00'S C	FRAXINUS SPERULATA	JAC. FLOWERING CHERRY	30'x100'S	POD	DEEP PINK FLWR	MAY	
2.00'S C	STYRAX MALACOTRICHOS	FLOWERING DOGWOOD	30'x100'S	POD	WHITE FLWR	MAY	
2.00'S C	PTERIS CHARNOLOSKYI	FLOWERING PEAR	30'x100'S	POD/PART	WHITE FLWR	SPRING	40
SCREENING & BORDER PLANTS							
6-11 FT	ARJIS KUMONIA	KOREAN PINE	30'x100'S	POD	GREEN	EVERGREEN	
10-12 FT	BIUNIA TROPICOPHYLLA	FLAT TOP BOXWOOD	30'x100'S	POD	GREEN	EVERGREEN	
3-4 FT	ARISTYTHIA X INTERMEDIA	LYNWOOD GOLD BORDER FORSYTHIA	10'x100'S	POD/PART	YELLOW FLOWER	BURNING	
4-6 FT	ITALIA OCCIDENTALIS NIGRA	DARK AMERICAN ARBORVITAE	30'x100'S	POD/PART	DEEP GREEN	EVERGREEN	
10 FT	PHILIP VITROBIA	WHITE PINE	40'x100'S	F/ST	GREEN	EVERGREEN	60
FOUNDATION PLANTINGS							
16-20 FT	INDOLENSIS CATAEBA	BOULE DE NEIGE HYDRANGEA	10'x100'S	POD	WHITE FLWR	MAY	
16-20 FT	INDOLENSIS CATAEBA	BOULEHALE HYDRANGEA	10'x100'S	POD	LILAC FLWR	MAY	
20-25 FT	TAJURA BURGESSII	RED AND WHITE SPICE TREE	10'x100'S	POD	GREEN	EVERGREEN	
10-12 FT	AMERISUS GARDNERI	DOGWOOD	10'x100'S	POD	ORANGE	EVERGREEN	
2-3 FT	HEX LATIFOLIA FEMALE	BLUE PRINCESMY HOLLY	10'x100'S	POD/PART	RED BERRY	EVERGREEN	
2-3 FT	HEX LATIFOLIA MALE	BLUE PRINCESMY HOLLY	10'x100'S	POD/PART	TALE	EVERGREEN	
2-3 FT	HEX LATIFOLIA	THE LANCELET HOLLY	10'x100'S	POD/PART	PINK FLWR	SPRING	
10-12 FT	VERNA JAPONICA	GOLDEN GEMMA KERRIA	10'x100'S	F/ST	GOLD FLWR	SPRING	
2-3 FT	AZALEA EVERGREEN	BLANCKE PINK AZALEA	10'x100'S	POD/PART	BLANCKE PINK FLWR	MAY	
2-3 FT	AZALEA EVERGREEN	"MADISON" AZALEA	10'x100'S	POD/PART	PINK FLWR	MAY	
2-3 FT	AZALEA EVERGREEN	DELAWARE VALLEY WHITE	10'x100'S	POD/PART	WHITE FLWR	MAY	

LAKE GRASS - PLANTING KENNEDY BUDGET/SCALE Based On - Manufactured using Best's or similar or Approved Equal. Application Plant Industry Standards

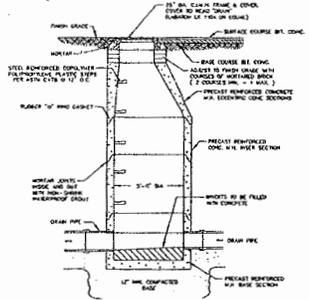
TOTAL 316

PLANTING NOTES

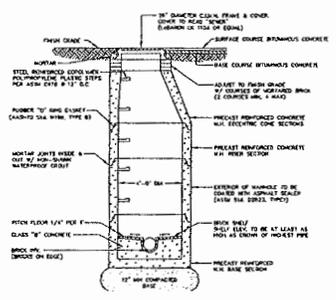
- ALL PLANT MATERIAL INSTALLED SHALL MEET THE SPECIFICATIONS OF THE "LANDSCAPE STANDARDS FOR NURSERY STOCK" BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
- ALL TREES & SHRUBS OTHER THAN BARE ROOT SHALL BE BALLED & BURLAPPED QUANTITIES FOR ONE GROWING YEAR FOLLOWING DATE OF FINAL ACCEPTANCE.
- DO NOT USE ANY EXISTING SOIL FOR ANY LANDSCAPE PLANTINGS REMOVE EXIST. SOIL COMPLETELY & ENTIRELY. LEGALLY DISPOSE OF ALL EXCAVATED SOILS.
- ALL BOTTLES TO BE REMOVED SHALL BE PROTECTED DURING CONSTRUCTION BY THE PLACEMENT OF A 4" HIGH ORANGE SAFETY FENCE AROUND THE TREE.
- SAFETY FENCING SHALL BE INSTALLED PRIOR TO ANY CONSTRUCTION OR USE. SOIL SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION OF ALL BOTTLES.
- ANY PROPOSED PLANT SUBSTITUTION MUST BE APPROVED IN WRITING BY LANDSCAPE ARCHITECT. FINAL QUANTITIES FOR EACH PLANT TYPE SHALL BE BASED ON THE PLANTING THIS PLAN UNLESS OTHERWISE SPECIFIED IN WRITING BY LANDSCAPE ARCHITECT. TREE BURLAP SHALL BE 1 1/2" WIDE.
- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL ALL GRADING & CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA. ROOTBALLS SHALL BE SET ON UNCOMPACTED PLANT PIT BOTTOMS. DO NOT TAMP OR COMPACT PLANT PIT BOTTOMS.
- POSTHOLE SHOULD BE RECHECKED DURING THE 1st GROWING YEAR FOLLOWING ROOT BALLS & THE NEAREST APPLICATION ARE GENERALLY APPROPRIATE FOR 1st YEAR.
- 1 1/2" HIGH DEEP LAYER OF UNCOMPACTED FINE BARK MULCH SHALL BE INSTALLED OVER ALL TREES & SHRUBS & IN PLANTING BEDS AS DIRECTED BY LAND ARCHITECT. FINE BARK MULCH DEPTH FOR BIRDOODENESS, DOGWOOD, CHERRY, AND UNBURLAPABLE TREES & SHRUBS SHALL BE 1 1/2" HIGH.
- ALL UNPAVED NON-PAVED AREAS EXISTING OR PROPOSED SHALL RECEIVE A 1" THICK LAYER OF SATE BARK MULCH.
- WATER COORDINATE WITH THE OWNER OR GOLF COURSE CONTRACTOR FOR USE OF WATER. IF UNAVAILABLE, PROVIDE FOR SEPARATE WATER. PROVIDE 30 GALLONS OF WATER FOR TREES & 10 GALLONS OF WATER FOR SHRUBS PER DAY.
- IF ANY PLANT INSTALLATION SHOULD BE RECHECKED DURING THE 1st GROWING YEAR FOLLOWING ROOT BALLS & THE NEAREST APPLICATION ARE GENERALLY APPROPRIATE FOR 1st YEAR.
- DO NOT DO APPROVAL TREAS PLANTS WILL NOT BE ACCEPTED AND ARE TO BE REMOVED AT NO COST TO THE OWNER.
- THE LAND ARCHITECT SHALL BE SOLE JUDGE OF THE QUALITY OF PLANT MATERIAL. I HEREBY THE RIGHT OF SELECTION. SELECTED PLANTS SHALL BE REMOVED FROM THE SITE IMMEDIATELY & REPLACED WITH IDENTICAL REPLACEMENTS OR APPROVED SUBSTITUTIONS AS DIRECTED BY LAND ARCHITECT.
- ALL PROPOSED PLANTING LOCATIONS SHALL BE STAKED CAREFULLY AS SHOWN ON THE PLANS. CONSTRUCTION SHALL VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO PLANTING OPERATIONS & SHALL NOTIFY THE LAND ARCHITECT OF ANY CONFLICTS.
- ALL UNPAVED AREAS ONLY ESTABLISHED PROVIDED FOR BUDGETARY PURPOSES.
- EXISTING OR NEW PLANT MATERIAL AND PLANTING MATERIAL SHALL BE PROVIDED AS MAINTAINED AS PROVIDED FOR IN THE FIELD BY A CERTIFIED LANDSCAPE ARCHITECT OR AS DIRECTED BY THE PLANNING DEPARTMENT.

REVISIONS

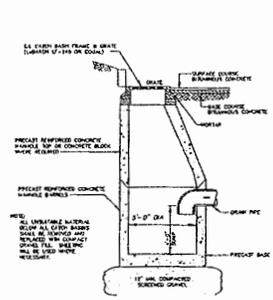
NO	DATE	DESCRIPTION	CHKD
1	8-20-15	MOVE GAZONED OUT OF 30' FRONT SETBACK	
NO			



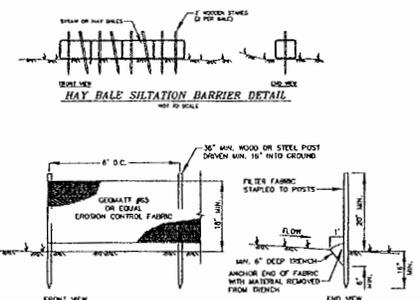
TYPICAL DRAIN MANHOLE DETAIL
NOT TO SCALE



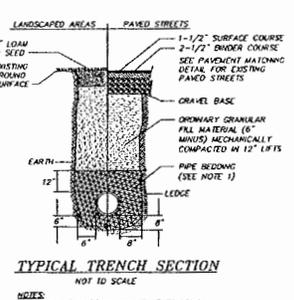
TYPICAL SEWER MANHOLE DETAIL
NOT TO SCALE



DEEP-SUMP HOODED CATCH BASIN (D.C.B.)
NOT TO SCALE

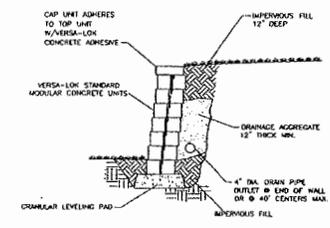


FABRIC SILTATION FENCE DETAIL
(NOT TO SCALE)

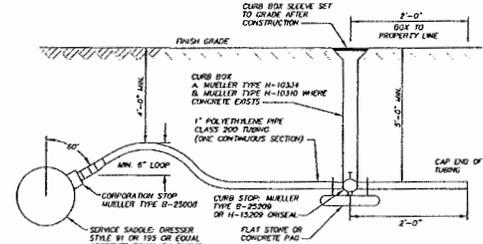


TYPICAL TRENCH SECTION
NOT TO SCALE

- NOTES:
 * PIPE BEDDING MATERIAL TO BE AS FOLLOWS:
 * FOR OLD WATER MAINS USE SAND
 * FOR FIVE AND SIX INCH USE 3/4" CRUSHED STONE
 * FOR 8" USE SUITABLE GRANULAR FILL (2" MINUS)

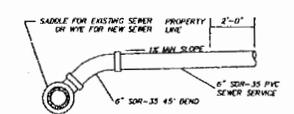


MODULAR RETAINING WALL SECTION
NOT TO SCALE

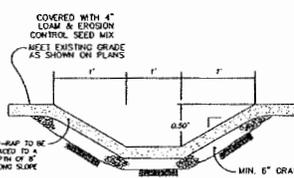


TYPICAL WATER SERVICE
NOT TO SCALE

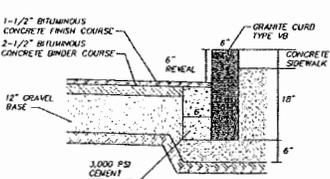
- NOTES:
 1. BACKFILL SHALL BE NATIVE MATERIAL COMPACTED TO A DENSITY OF NOT LESS THAN 90% RELATIVE COMPACTION.
 2. SPECIAL ATTENTION MUST BE GIVEN TO BACKFILL AROUND WATER MAIN AND UNDER SERVICE PIPE.



TYPICAL SEWER SERVICE
NOT TO SCALE



RIP-RAP DRAINAGE SWALE
NOT TO SCALE



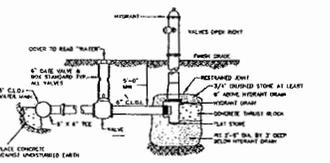
VERTICAL GRANITE CURB DETAIL
NOT TO SCALE



HORIZONTAL ANCHORS - WATER MAIN
NOT TO SCALE



VERTICAL ANCHORS - WATER MAIN
NOT TO SCALE



TYPICAL FIRE HYDRANT DETAIL
NOT TO SCALE

APPROVED BY:
STONEHAM PLANNING BOARD

APPROVED BY:
STONEHAM BOARD OF SELECTMEN

42 PLEASANT STREET
"PLEASANT RIDGE"

CONSTRUCTION DETAILS
 LOCATED IN
STONEHAM, MASSACHUSETTS
 (MIDDLESEX COUNTY)
 PREPARED FOR
 NORTH SHORE RESIDENTIAL DEVELOPMENT, INC.
 SCALE: NONE DATE: MAY 1, 2015
 PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC
 P.O. BOX 2004
 WOBURN, MA 01888
 (781) 854-8844



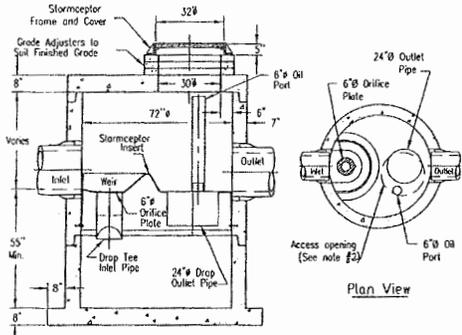
THE TOWN CLERK OF THE TOWN OF STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE OF APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK DATE

REVISIONS		DATE	BY	CHK'D
1	8/27/15	NO CHANGES TO THIS SHEET	JDS	JDS
NO.	DATE	DESCRIPTION	BY	CHK'D

SHEET No. 7 OF 9

STC 900 Precast Concrete Stormceptor
(900 U.S. Gallon Capacity)

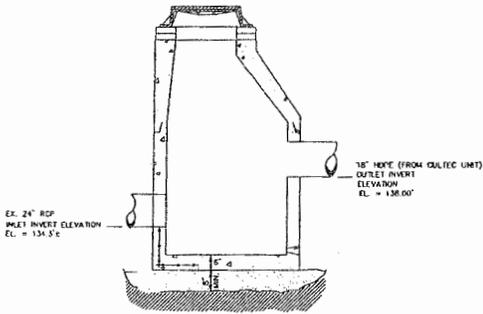


Section Thru Chamber

Notes:

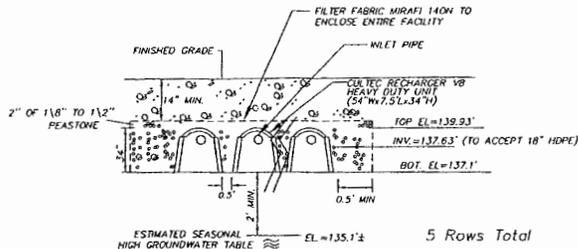
1. The Use Of Flexible Connection is Recommended at The Inlet and Outlet Where Applicable.
2. The Cover Should be Positioned Over The Outlet Drop Pipe and The DM Port.
3. The Stormceptor System is protected by one or more of the following U.S. Patents: #4963448, #5458331, #5725760, #5753115, #5849181, #6068765, #6371690.
4. Contact a Concrete Pipe Division representative for further details not listed on this drawing.

STORMCEPTOR 900
(NOT TO SCALE)



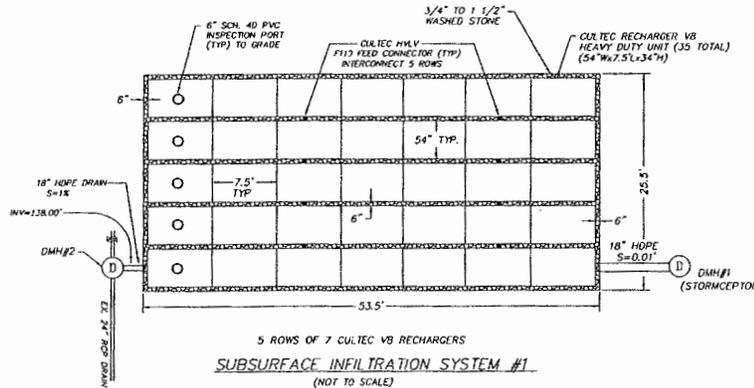
DMH-2

(NOT TO SCALE)
STRUCTURE TO CONFORM TO SPECIFICATIONS
FOR A DRAINAGE MANHOLE



PROVIDE MINIMUM 2 FEET SEPARATION
BETWEEN THE BOTTOM OF THE CULTEC UNIT
AND THE SEASONAL HIGH GROUNDWATER TABLE.

SUBSURFACE INFILTRATION SYSTEM - CROSS SECTION
(NOT TO SCALE)



5 ROWS OF 7 CULTEC V8 RECHARGERS

SUBSURFACE INFILTRATION SYSTEM #1
(NOT TO SCALE)

APPROVED BY:
STONEHAM PLANNING BOARD

APPROVED _____ 20__

APPROVED BY:
STONEHAM BOARD OF SELECTMEN

APPROVED _____ 20__

TOWN CLERK OF THE TOWN OF
STONEHAM, MASSACHUSETTS HEREBY CERTIFY THAT THE NOTICE OF
APPROVAL OF THIS PLAN BY THE STONEHAM PLANNING BOARD
HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE AND NO NOTICE
OF APPEAL HAS BEEN RECEIVED DURING THE THIRTY DAYS NEXT AFTER
SUCH RECEIPT AND RECORDING OF SAID NOTICE.

TOWN CLERK _____ DATE _____

42 PLEASANT STREET
"PLEASANT RIDGE"

CONSTRUCTION DETAILS
LOCATED IN
STONEHAM, MASSACHUSETTS
(MIDDLESEX COUNTY)

PREPARED FOR
NORTH SHORE RESIDENTIAL DEVELOPMENT, INC
SCALE: NONE DATE: MAY 1, 2015

PREPARED BY
SULLIVAN ENGINEERING GROUP, LLC

P.O. BOX 2004
FOXBURN, MA 01880
(781) 854-0244

REVISIONS

NO.	DATE	DESCRIPTION	BY	CHK
1	8/27/15	NO CHANGES THIS SHEET	JMS	JTC



PLEASANT RIDGE - ELEVATION RENDERINGS

ENTRANCEWAY



STREETSCAPE- BUILDINGS A, B & C



BUILDING A



BUILDING E



BUILDING B

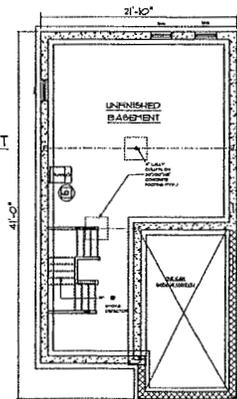


BUILDING D

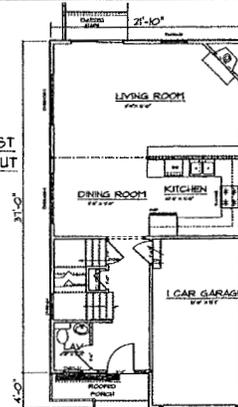


PLEASANT RIDGE - TYPICAL UNIT FLOOR PLANS

TYPICAL BASEMENT FLOOR LAYOUT

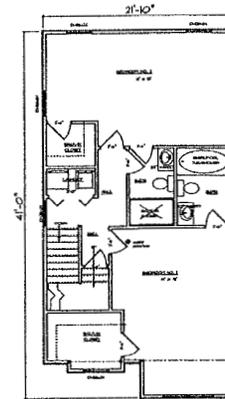


TYPICAL FIRST FLOOR LAYOUT



SCALE: 3/16" = 1'-0"

TYPICAL SECOND FLOOR 2-BR LAYOUT



42 PLEASANT STREET "PLEASANT RIDGE"	
ARCHITECTURAL ELEVATIONS & TYPICAL FLOOR PLANS	
LOCATED IN STONEHAM, MASSACHUSETTS (MIDDLESEX COUNTY)	
PREPARED BY: NORTH SHORE RESIDENTIAL DEVELOPMENT, INC SCALE: AS NOTED DATE: AUGUST 20, 2015	
SHEET No. 3 OF 3	

Paid _____

Stoneham Certified Abutters List Request:

Subject Property Location 42 Pleasant St
Parcel ID of the Subject Property _____
Applicant's Name Board of Selectmen
Applicant's Telephone Number _____

Purpose of Abutters List

Zoning Board of Appeals (Variance or Special Permit)
includes all abutters of the subject property within a 300 Foot Radius

Planning Board
 Accessory Dwelling or In-Law Apartment - 300 Foot Radius
 Special Permit - 300 Foot Radius
 Sub-Division - Direct Abutters Only
 Warrant Articles - No Abutters

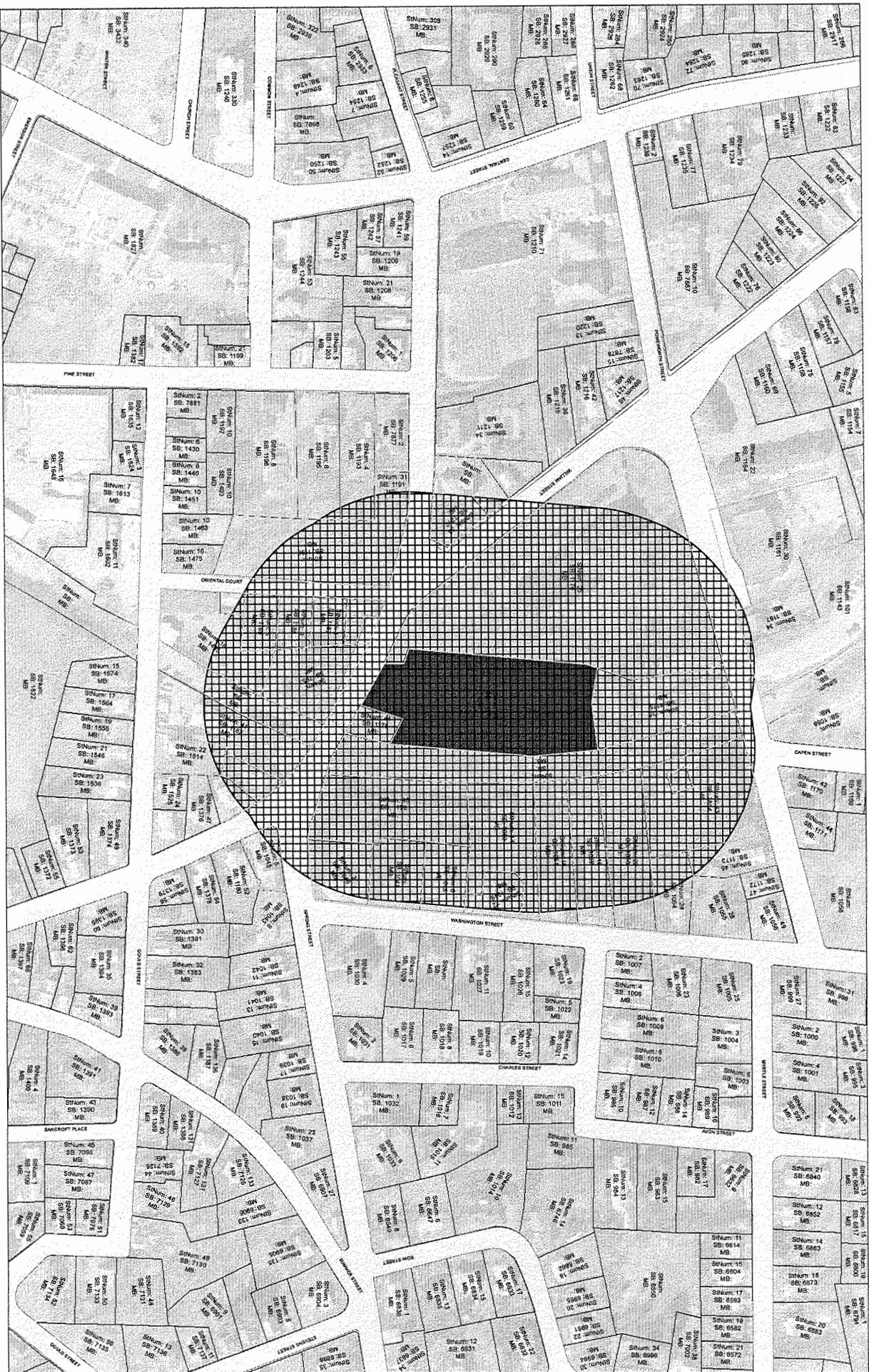
Site Plan
includes all abutters of the subject property within a 300 Foot Radius

Liquor License
includes direct abutters and all churches, school and hospitals within 500 Feet

Utility (Fee will be billed at a later date)
A review of the proposed utility work must be presented to the Director of Department of Public Works. The scope of the proposed work will be analyzed and a map will be created indicating the abutters in need of notification. This map must then be provided to the Assessors Office for a Certified Abutters List to be generated.

* The cost of any abutters list is \$25.00

Abutters List - 42 Pleasant St - 300 FT





09/01/2015

10:45:28AM

Town of Stoneham

GIS - Abutters by Location

Filter Used:

DataProperty.AccountNumber in
(1143,1161,1167,1173,1331,1332,1333,1334,1335,1336,1337,1338,1339,1340,1341,1342,1343,1344,1345,1346,1347,1348,1349,1350,1351,1352,1353,1354,1355,1356,1357,1358..

Parcel ID - Map/Block/Lot	Location	Owner/Mailing Address
12-0-308	101 CENTRAL ST	STONEHAM TOWN OF / STONEHAM MIDDLE SCHOO 149 FRANKLIN ST / STONEHAM MA 02180
13-0-RRROW1	GOULD ST	TOWN OF STONEHAM / RAIL ROAD RIGHT OF WAY TOWN HALL STONEHAM MA 02180
13-0-23	18 GOULD ST	J. L.A.M. LLC 16 GOULD STREET STONEHAM MA 02180
13-0-25	22 GOULD ST	GOULD STREET REALTY / DEVELOPMENT, LLC . 41 PLEASANT STREET STONEHAM MA 02180
13-0-502C3	426 MAIN ST	LOUNTCHEV DIMITAR / LOUNTCHEV TODORKA 426 MAIN ST / UNIT C#3 STONEHAM MA 02180
12-0-353	1 ORIENTAL CT	KEOHANE PATRICK TRS. / REVOLUTIONARY REALT 39 PLEASANT STREET / STONEHAM MA 02180
12-0-354	3 ORIENTAL CT	CUNNINGHAM JOSEPH TRS / THREE ORIENTAL CO 39 PLEASANT ST STE 3 / STONEHAM MA 02180
12-0-355	5 ORIENTAL CT	BRENNAN MICHAEL P. 5 ORIENTAL CT STONEHAM MA 02180
13-0-22	7 9 ORIENTAL CT	BLEEKER PROPERTIES LLC 458 PARK ST NORTH READING MA 01864
12-0-359	4 PINE ST	EGO ROBERT F. / EGO MARILYN E. PO BOX 291 DANVERS MA 01923
12-0-360	6 PINE ST	GIORDANO ANTHONY J 6 PINE ST STONEHAM MA 02180
12-0-350	PLEASANT ST	39 PLEASANT STREET CONDO ASSOCIATION STONEHAM MA 02180
12-0-357	31 PLEASANT ST	CORMIER GLENN A / NANCY R CORMIER 31 PLEASANT ST STONEHAM MA 02180
12-0-352	33 PLEASANT ST	CUNNINGHAM JOSEPH 33 PLEASANT ST STONEHAM MA 02180
12-0-351	35 PLEASANT ST	SWITZER GORDON B 35 PLEASANT STREET STONEHAM MA 02180
12-0-378A	36 PLEASANT ST	WILLIAMS MARY / SHANNON EMILY 36 PLEASANT ST STONEHAM MA 02180

Parcel ID - Map/Block/Lot	Location	Owner/Mailing Address
12-0-378	38 PLEASANT ST	SARCENO CONSTRUCTION LLC, PO BOX 1029 ANDOVER MA 01810
12-0-350D	39 PLEASANT ST 4	SWITZER GORDON / 35 PLEASANT STREET / STONEHAM MA 02180
12-0-350J	39 PLEASANT ST 2D	CUNNINGHAM JOSPHE W TRS / BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM MA 02180
12-0-350K	39 PLEASANT ST 3A	CUNNINGHAM JOSPHE W TRS / BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM MA 02180
12-0-350L	39 PLEASANT ST 3B	CUNNINGHAM JOSPHE W TRS / BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM MA 02180
12-0-350M	39 PLEASANT ST 3C	CUNNINGHAM JOSPHE W TRS / BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM MA 02180
12-0-350N	39 PLEASANT ST 3D	CUNNINGHAM JOSPHE W TRS / BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM MA 02180
12-0-349	41 PLEASANT ST	JWP REALTY LLC 41 PLEASANT ST STONEHAM MA 02180
12-0-343	42 PLEASANT ST	CUTTER STEVEN F. / DANIEL PICARIELLO TRS PO BOX 80442 STONEHAM MA 02180
12-0-348	43 PLEASANT ST	43 PLEASANT ST REALTY LLC 41 PLEASANT ST STONEHAM MA 02180
12-0-344	44 PLEASANT ST	MAHONEY MARY M. 44 PLEASANT ST STONEHAM MA 02180
13-0-115	45 PLEASANT ST	BROWN ROBERT J / RENEE PARRIS BROWN 45 PLEASANT ST STONEHAM MA 02180
12-0-346	48 PLEASANT ST	PLEASANT 48 STONEHAM LLC / 50 DODGE STREET / BEVERLY MA 01915-1711
12-0-325	30 POMEWORTH ST	POMEWORTH 30 STONEHAM LLC 50 DODGE STREET / BEVERLY MA 01915-1711
12-0-333	34 POMEWORTH ST	O'CONNELL KEVIN J. / DEBORAH A. O'CONNELL 34 POMEWORTH ST STONEHAM MA 02180
12-0-341	35 POMEWORTH ST	CUNNINGHAM JOSEPH W / CYNTHIA CUNNINGHAM 39 PLEASANT ST STE 3 STONEHAM MA 02180

Parcel ID - Map/Block/Lot	Location	Owner/Mailing Address
12-0-340	43 POMEWORTH ST	43 POMEWORTH STREET CONDO ASSOCIATION STONEHAM MA 02180
12-0-A12	43 U-12 POMEWORTH ST 12	HURLEY LAWRENCE J. / GAYLE K. HURLEY 43 POMEWORTH ST U# 12 STONEHAM MA 02180
12-0-A14	43 U-14 POMEWORTH ST 14	RICCI BRENDA L. / RICCI MICHAEL 43 POMEWORTH ST U# 14 / STONEHAM MA 02180
12-0-A15	43 U-15 POMEWORTH ST 15	SCHLEY WALTER E. / SCHLEY ANNE M. 43 POMEWORTH ST U# 15 STONEHAM MA 02180
12-0-A16	43 U-16 POMEWORTH ST 16	WEYMOUTH KEVIN J. 43 POMEWORTH ST U# 16 STONEHAM MA 02180
12-0-A17	43 U-17 POMEWORTH ST 17	SACCO RENEE M. / 43 POMEWORTH ST U# 17 / STONEHAM MA 02180
12-0-A18	43 U-18 POMEWORTH ST 18	VERACKA KATHLEEN A. / GATELY JEROME SR. 43 POMEWORTH ST U# 18 STONEHAM MA 02180
12-0-A19	43 U-19 POMEWORTH ST 19	CANTERA DUANE J. 43 POMEWORTH ST U# 19 STONEHAM MA 02180
12-0-A21	43 U-21 POMEWORTH ST 21	PAGLIUCA JOSEPH A.III 43 POMEWORTH ST U# 21 STONEHAM MA 02180
12-0-A22	43 U-22 POMEWORTH ST 22	CONNELL FRANK J. 43 POMEWORTH ST U# 22 STONEHAM MA 02180
12-0-A23	43 U-23 POMEWORTH ST 23	TROTTO DONNA J 43 POMEWORTH ST U# 23 STONEHAM MA 02180
12-0-A24	43 U-24 POMEWORTH ST 24	QUINN DEBRA LEE 43 POMEWORTH ST U# 24 STONEHAM MA 02180
12-0-A25	43 U-25 POMEWORTH ST 25	CANNING FLORENCE 43 POMEWORTH ST U# 25 STONEHAM MA 02180
12-0-A26	43 U-26 POMEWORTH ST 26	CECERE MARK / CECERE MICHELE 43 POMEWORTH ST U# 26 / STONEHAM MA 02180
12-0-A27	43 U-27 POMEWORTH ST 27	MESSINA CHRISTOPHER WARREN 43 POMEWORTH ST U# 27 / STONEHAM MA 02180
12-0-A28	43 U-28 POMEWORTH ST 28	BOND MARY E. / 43 POMEWORTH ST U# 28 / STONEHAM MA 02180

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Parcel ID - Map/Block/Lot	Location	Owner/Mailing Address
12-0-A31	43 U-31 POMEWORTH ST 31	MURPHY WILLIAM J. 43 POMEWORTH ST U# 31 STONEHAM MA 02180
12-0-A32	43 U-32 POMEWORTH ST 32	O'MALLEY ROBERT J. 43 POMEWORTH ST / UNIT 32 STONEHAM MA 02180
12-0-A33	43 U-33 POMEWORTH ST 33	GALLANT PAULA K. 43 POMEWORTH ST U# 33 STONEHAM MA 02180
12-0-A34	43 U-34 POMEWORTH ST 34	ROBISHAW EVELYN 43 POMEWORTH ST U# 34 STONEHAM MA 02180
12-0-A35	43 U-35 POMEWORTH ST 35	PETROSSO ROSEMARY A. 29 LITTLE SHORE DRIVE #1035 MADISON NH 03849
12-0-A36	43 U-36 POMEWORTH ST 36	RICCARDI JULIE A. 43 POMEWORTH ST U# 36 STONEHAM MA 02180
12-0-A37	43 U-37 POMEWORTH ST 37	BUCCHERI ALFREDA 43 POMEWORTH ST U# 37 STONEHAM MA 02180
12-0-A38	43 U-38 POMEWORTH ST 38	MOORE GISELA 43 POMEWORTH ST U# 38 STONEHAM MA 02180
12-0-A41	43 U-41 POMEWORTH ST 41	DALTON ANNA 43 POMEWORTH ST U# 41 STONEHAM MA 02180
12-0-A42	43 U-42 POMEWORTH ST 42	MORRISON PATRICIA 43 POMEWORTH ST U# 42 STONEHAM MA 02180
12-0-A43	43 U-43 POMEWORTH ST 43	FOSKITT WENDY / 43 POMEWORTH ST U# 43 / STONEHAM MA 02180
12-0-A44	43 U-44 POMEWORTH ST 44	KEBADIJIAN EDWARD 43 POMEWORTH STREET #44 STONEHAM MA 02180
12-0-A45	43 U-45 POMEWORTH ST 45	DELANEY HAROLD 43 POMEWORTH ST U# 45 STONEHAM MA 02180
12-0-A46	43 U-46 POMEWORTH ST 46	HODGDON KELLY A. 43 POMEWORTH ST U# 46 STONEHAM MA 02180
12-0-A47	43 U-47 POMEWORTH ST 47	CALLINAN JOHN / 256 COMMON STREET WATERTOWN MA 02472
12-0-A48	43 U-48 POMEWORTH ST 48	CORTESE FRANK A. / BEVILAQUA LISA A. 43 POMEWORTH ST U# 48 / STONEHAM MA 02180

GIS - Abutters by Location

Parcel ID - Map/Block/Lot	Location	Owner/Mailing Address
12-0-339	45 POMEWORTH ST	SIANTURI ELIZABETH 45 POMEWORTH ST STONEHAM MA 02180
12-0-221	2 SPRING ST	MULLANE GARY S. / MULLANE JAIME R. 2 SPRING ST STONEHAM MA 02180
12-0-220	5 SPRING ST	KUMAR PARSHANT / VERMA AARTI 5 SPRING ST STONEHAM MA 02180
12-0-223	12 WASHINGTON ST	GREENOUGH SHANNON 12 WASHINGTON ST / STONEHAM MA 02180
12-0-223A	14 WASHINGTON ST	SYMES, ALBERT R TR / MONTVALE STONEHAM RE 50 DODGE STREET / BEVERLY MA 01915-1711
12-0-224	16 WASHINGTON ST	MURPHY DOUGLAS R. / MURPHY KARIANN 16 WASHINGTON ST / STONEHAM MA 02180
12-0-225	18 WASHINGTON ST	MCALLISTER ANNE 18 WASHINGTON ST STONEHAM MA 02180
12-0-226	22 WASHINGTON ST	FRAWLEY MARION E / NORMAN H FRAWLEY 22 WASHINGTON ST STONEHAM MA 02180
12-0-227	24 WASHINGTON ST	ZIBELL LINDA L 24 WASHINGTON ST STONEHAM MA 02180
12-0-221A	2-4 WASHINGTON ST	FRONTIERO SALVATORE J. / C/O STEPHEN COLUMB 9 HIGHROCK ROAD STONEHAM MA 02180
12-0-222	8 WASHINGTON ST	COSTELLO DENNIS J. TR. / COSTELLO FAMILY TRU 8 WASHINGTON ST STONEHAM MA 02180
12-0-342	25 WILLIAM ST	STONEHAM TOWN OF / OLD CENTRAL SCHOOL TOWN HALL STONEHAM MA 02180

101 CENTRAL ST STONEHAM TOWN OF STONEHAM MIDDLE SCHOOL 149 FRANKLIN ST STONEHAM, MA 02180	12-0-308 LUC: 903	6 PINE ST GIORDANO ANTHONY J 6 PINE ST STONEHAM, MA 02180	12-0-360 LUC: 111	39 PLEASANT ST 3B CUNNINGHAM JOSPHE W TRS BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM, MA 02180	12-0-350L LUC: 343
GOULD ST TOWN OF STONEHAM RAIL ROAD RIGHT OF WAY TOWN HALL STONEHAM, MA 02180	13-0-RRROW1 LUC: 905	PLEASANT ST 39 PLEASANT STREET CONDO ASSOCIATION STONEHAM, MA 02180	12-0-350 LUC: 996	39 PLEASANT ST 3C CUNNINGHAM JOSPHE W TRS BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM, MA 02180	12-0-350M LUC: 343
18 GOULD ST J. L.A.M. LLC 16 GOULD STREET STONEHAM, MA 02180	13-0-23 LUC: 316	31 PLEASANT ST CORMIER GLENN A NANCY R CORMIER 31 PLEASANT ST STONEHAM, MA 02180	12-0-357 LUC: 101	39 PLEASANT ST 3D CUNNINGHAM JOSPHE W TRS BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM, MA 02180	12-0-350N LUC: 343
22 GOULD ST GOULD STREET REALTY DEVELOPMENT, LLC 41 PLEASANT STREET STONEHAM, MA 02180	13-0-25 LUC: 104	33 PLEASANT ST CUNNINGHAM JOSEPH 33 PLEASANT ST STONEHAM, MA 02180	12-0-352 LUC: 101	41 PLEASANT ST JWP REALTY LLC 41 PLEASANT ST STONEHAM, MA 02180	12-0-349 LUC: 400
426 MAIN ST LOUNTCEV DIMITAR LOUNTCEV TODORKA 426 MAIN ST UNIT C#3 STONEHAM, MA 02180	13-0-502C3 LUC: 343	35 PLEASANT ST SWITZER GORDON B 35 PLEASANT STREET STONEHAM, MA 02180	12-0-351 LUC: 031	42 PLEASANT ST CUTTER STEVEN F. DANIEL PICARIELLO TRS PO BOX 80442 STONEHAM, MA 02180	12-0-343 LUC: 400
1 ORIENTAL CT KEOHANE PATRICK TRS. REVOLUTIONARY REALTY TRUST 39 PLEASANT STREET STONEHAM, MA 02180	12-0-353 LUC: 104	36 PLEASANT ST WILLIAMS MARY SHANNON EMILY 36 PLEASANT ST STONEHAM, MA 02180	12-0-378A LUC: 104	43 PLEASANT ST 43 PLEASANT ST REALTY LLC 41 PLEASANT ST STONEHAM, MA 02180	12-0-348 LUC: 101
3 ORIENTAL CT CUNNINGHAM JOSEPH TRS THREE ORIENTAL COURT TRUST 39 PLEASANT ST STE 3 STONEHAM, MA 02180	12-0-354 LUC: 104	38 PLEASANT ST SARCENO CONSTRUCTION LLC, PO BOX 1029 ANDOVER, MA 01810	12-0-378 LUC: 101	44 PLEASANT ST MAHONEY MARY M. 44 PLEASANT ST STONEHAM, MA 02180	12-0-344 LUC: 101
5 ORIENTAL CT BRENNAN MICHAEL P. 5 ORIENTAL CT STONEHAM, MA 02180	12-0-355 LUC: 101	39 PLEASANT ST 4 SWITZER GORDON 35 PLEASANT STREET STONEHAM, MA 02180	12-0-350D LUC: 344	45 PLEASANT ST BROWN ROBERT J RENEE PARRIS BROWN 45 PLEASANT ST STONEHAM, MA 02180	13-0-115 LUC: 101
7 9 ORIENTAL CT BLEEKER PROPERTIES LLC 458 PARK ST NORTH READING, MA 01864	13-0-22 LUC: 104	39 PLEASANT ST 2D CUNNINGHAM JOSPHE W TRS BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM, MA 02180	12-0-350J LUC: 343	48 PLEASANT ST PLEASANT 48 STONEHAM LLC 50 DODGE STREET BEVERLY, MA 01915-1711	12-0-346 LUC: 112
4 PINE ST EGO ROBERT F. EGO MARILYN E. PO BOX 291 DANVERS, MA 01923	12-0-359 LUC: 105	39 PLEASANT ST 3A CUNNINGHAM JOSPHE W TRS BAY STATE TRUST 39 PLEASANT ST STE3 STONEHAM, MA 02180	12-0-350K LUC: 343	30 POMEWORTH ST POMEWORTH 30 STONEHAM LLC 50 DODGE STREET BEVERLY, MA 01915-1711	12-0-325 LUC: 112

34 POMEWORTH ST O'CONNELL KEVIN J. DEBORAH A. O'CONNELL 34 POMEWORTH ST STONEHAM, MA 02180	12-0-333 LUC: 101	43 U-21 POMEWORTH ST 21 PAGLIUCA JOSEPH A.III 43 POMEWORTH ST U# 21 STONEHAM, MA 02180	12-0-A21 LUC: 102	43 U-33 POMEWORTH ST 33 GALLANT PAULA K. 43 POMEWORTH ST U# 33 STONEHAM, MA 02180	12-0-A33 LUC: 102
35 POMEWORTH ST CUNNINGHAM JOSEPH W CYNTHIA CUNNINGHAM 39 PLEASANT ST STE 3 STONEHAM, MA 02180	12-0-341 LUC: 316	43 U-22 POMEWORTH ST 22 CONNELL FRANK J. 43 POMEWORTH ST U# 22 STONEHAM, MA 02180	12-0-A22 LUC: 102	43 U-34 POMEWORTH ST 34 ROBISHAW EVELYN 43 POMEWORTH ST U# 34 STONEHAM, MA 02180	12-0-A34 LUC: 102
43 POMEWORTH ST 43 POMEWORTH STREET CONDO ASSOCIATION STONEHAM, MA 02180	12-0-340 LUC: 996	43 U-23 POMEWORTH ST 23 TROTTO DONNA J 43 POMEWORTH ST U# 23 STONEHAM, MA 02180	12-0-A23 LUC: 102	43 U-35 POMEWORTH ST 35 PETROSSO ROSEMARY A. 29 LITTLE SHORE DRIVE #1035 MADISON, NH 03849	12-0-A35 LUC: 102
43 U-12 POMEWORTH ST 12 HURLEY LAWRENCE J. GAYLE K. HURLEY 43 POMEWORTH ST U# 12 STONEHAM, MA 02180	12-0-A12 LUC: 102	43 U-24 POMEWORTH ST 24 QUINN DEBRA LEE 43 POMEWORTH ST U# 24 STONEHAM, MA 02180	12-0-A24 LUC: 102	43 U-36 POMEWORTH ST 36 RICCARDI JULIE A. 43 POMEWORTH ST U# 36 STONEHAM, MA 02180	12-0-A36 LUC: 102
43 U-14 POMEWORTH ST 14 RICCI BRENDA L. RICCI MICHAEL 43 POMEWORTH ST U# 14 STONEHAM, MA 02180	12-0-A14 LUC: 102	43 U-25 POMEWORTH ST 25 CANNING FLORENCE 43 POMEWORTH ST U# 25 STONEHAM, MA 02180	12-0-A25 LUC: 102	43 U-37 POMEWORTH ST 37 BUCCHERI ALFREDA 43 POMEWORTH ST U# 37 STONEHAM, MA 02180	12-0-A37 LUC: 102
43 U-15 POMEWORTH ST 15 SCHLEY WALTER E. SCHLEY ANNE M. 43 POMEWORTH ST U# 15 STONEHAM, MA 02180	12-0-A15 LUC: 102	43 U-26 POMEWORTH ST 26 CECERE MARK CECERE MICHELE 43 POMEWORTH ST U# 26 STONEHAM, MA 02180	12-0-A26 LUC: 102	43 U-38 POMEWORTH ST 38 MOORE GISELA 43 POMEWORTH ST U# 38 STONEHAM, MA 02180	12-0-A38 LUC: 102
43 U-16 POMEWORTH ST 16 WEYMOUTH KEVIN J. 43 POMEWORTH ST U# 16 STONEHAM, MA 02180	12-0-A16 LUC: 102	43 U-27 POMEWORTH ST 27 MESSINA CHRISTOPHER WARREN 43 POMEWORTH ST U# 27 STONEHAM, MA 02180	12-0-A27 LUC: 102	43 U-41 POMEWORTH ST 41 DALTON ANNA 43 POMEWORTH ST U# 41 STONEHAM, MA 02180	12-0-A41 LUC: 102
43 U-17 POMEWORTH ST 17 SACCO RENEE M. 43 POMEWORTH ST U# 17 STONEHAM, MA 02180	12-0-A17 LUC: 102	43 U-28 POMEWORTH ST 28 BOND MARY E. 43 POMEWORTH ST U# 28 STONEHAM, MA 02180	12-0-A28 LUC: 102	43 U-42 POMEWORTH ST 42 MORRISON PATRICIA 43 POMEWORTH ST U# 42 STONEHAM, MA 02180	12-0-A42 LUC: 102
43 U-18 POMEWORTH ST 18 VERACKA KATHLEEN A. GATELY JEROME SR. 43 POMEWORTH ST U# 18 STONEHAM, MA 02180	12-0-A18 LUC: 102	43 U-31 POMEWORTH ST 31 MURPHY WILLIAM J. 43 POMEWORTH ST U# 31 STONEHAM, MA 02180	12-0-A31 LUC: 102	43 U-43 POMEWORTH ST 43 FOSKITT WENDY 43 POMEWORTH ST U# 43 STONEHAM, MA 02180	12-0-A43 LUC: 102
43 U-19 POMEWORTH ST 19 CANTERA DUANE J. 43 POMEWORTH ST U# 19 STONEHAM, MA 02180	12-0-A19 LUC: 102	43 U-32 POMEWORTH ST 32 O'MALLEY ROBERT J. 43 POMEWORTH ST UNIT 32 STONEHAM, MA 02180	12-0-A32 LUC: 102	43 U-44 POMEWORTH ST 44 KEBADIJIAN EDWARD 43 POMEWORTH STREET #44 STONEHAM, MA 02180	12-0-A44 LUC: 102

43 U-45 POMEWORTH ST 45 12-0-A45
LUC: 102
DELANEY HAROLD
43 POMEWORTH ST U# 45
STONEHAM, MA 02180

43 U-46 POMEWORTH ST 46 12-0-A46
LUC: 102
HODGDON KELLY A.
43 POMEWORTH ST U# 46
STONEHAM, MA 02180

43 U-47 POMEWORTH ST 47 12-0-A47
LUC: 102
CALLINAN JOHN
256 COMMON STREET
WATERTOWN, MA 02472

43 U-48 POMEWORTH ST 48 12-0-A48
LUC: 102
CORTESE FRANK A.
BEVILAQUA LISA A.
43 POMEWORTH ST U# 48
STONEHAM, MA 02180

45 POMEWORTH ST 12-0-339
LUC: 101
SIANTURI ELIZABETH
45 POMEWORTH ST
STONEHAM, MA 02180

2 SPRING ST 12-0-221
LUC: 101
MULLANE GARY S.
MULLANE JAIME R.
2 SPRING ST
STONEHAM, MA 02180

5 SPRING ST 12-0-220
LUC: 101
KUMAR PARSHANT
VERMA AARTI
5 SPRING ST
STONEHAM, MA 02180

12 WASHINGTON ST 12-0-223
LUC: 101
GREENOUGH SHANNON
12 WASHINGTON ST
STONEHAM, MA 02180

14 WASHINGTON ST 12-0-223A
LUC: 112
SYMES, ALBERT R TR
MONTVALE STONEHAM REALTY TR
50 DODGE STREET
BEVERLY, MA 01915-1711

16 WASHINGTON ST 12-0-224
LUC: 101
MURPHY DOUGLAS R.
MURPHY KARIANN
16 WASHINGTON ST
STONEHAM, MA 02180

18 WASHINGTON ST 12-0-225
LUC: 101
MCALLISTER ANNE
18 WASHINGTON ST
STONEHAM, MA 02180

22 WASHINGTON ST 12-0-226
LUC: 101
FRAWLEY MARION E
NORMAN H FRAWLEY
22 WASHINGTON ST
STONEHAM, MA 02180

24 WASHINGTON ST 12-0-227
LUC: 101
ZIBELL LINDA L
24 WASHINGTON ST
STONEHAM, MA 02180

2-4 WASHINGTON ST 12-0-221A
LUC: 104
FRONTIERO SALVATORE J.
C/O STEPHEN COLUMBUS
9 HIGHROCK ROAD
STONEHAM, MA 02180

8 WASHINGTON ST 12-0-222
LUC: 101
COSTELLO DENNIS J. TR.
COSTELLO FAMILY TRUST
8 WASHINGTON ST
STONEHAM, MA 02180

25 WILLIAM ST 12-0-342
LUC: 934
STONEHAM TOWN OF
OLD CENTRAL SCHOOL
TOWN HALL
STONEHAM, MA 02180

Property Address: 42 Pleasant Street, Stoneham, MA 02180



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**DEVELOPMENT AGREEMENT/MITIGATION COVENANT
 BY
 NORTH SHORE CONSTRUCTION & DEVELOPMENT, INC. AND
 STEVEN F. CUTTER AND DANIEL PICARIELLO, TRUSTEES OF THE
 FORTY-TWO PLEASANT STREET NOMINEE TRUST
 WITH
 THE TOWN OF STONEHAM
 REGARDING
 42 PLEASANT STREET, STONEHAM, MA**

This Development Agreement/Mitigation Covenant (herein referred to as the "Agreement") is made this 12th day of January, 2015 by North Shore Construction & Development, Inc., a Massachusetts Corporation, having its principal office and place of business at 215 Salem Street, Woburn, Massachusetts 01880 ("North Shore") and Steven F. Cutter and Daniel Picariello, Trustees of the Forty-Two Pleasant Street Nominee Trust having its principal office and place of business at 42 Pleasant Street, Stoneham ("42 Pleasant") with the Town of Stoneham, a municipal corporation located in Middlesex County, Massachusetts, with its Town Hall at 35 Central Street, Stoneham, Massachusetts 02180 (the "Town").

WHEREAS, North Shore is proposing to purchase from 42 Pleasant a certain parcel of land, together with the buildings thereon, located at 42 Pleasant Street in Stoneham, Middlesex County, Massachusetts, further described in the deed, which is recorded at the Middlesex South District Registry of Deeds in Book 28271, Page 174 (hereinafter referred to as the "Property");

WHEREAS, North Shore and 42 Pleasant seek to develop twenty-one (21) town house design residential condominium dwelling units on the above property, a description of said property is attached hereto as Appendix A. (Said development hereinafter referred to as the multi-family development ("MFD"));

WHEREAS, the Stoneham Planning Board has proposed Article 2 of the January 12, 2015 Special Town Meeting to amend the Town of Stoneham Zoning By Law Chapter 15 of the Town Code by amending the Zoning Map of the Town of Stoneham to add the property attached hereto as Appendix A to the Residence B District and by amending Section 4.3.3.1(h) to read as follows: Section 4.3.3.1(h): If there is more than one (1) such structure on a lot of record, there shall be at least sixty (60) feet between each structure except for town houses where there shall be at least forty-five (45) feet between each structure. The only exception may be that no more than three (3) buildings

William H. Solomon, Esq.
 319 Main Street
 Stoneham, MA 02180

may each be interconnected by a covered walkway or breezeway for reasons of convenience and shelter from the elements, if such walkway, in the opinion of the Planning Board and the Board of Selectmen, shall not impair services to the buildings by emergency vehicles or equipment. Such buildings so interconnected shall be deemed as separate and individual buildings for the purposes of administering the Rules and Regulations Governing the Subdivision of Land for the Town of Stoneham. (5-1-95, Art. 11) and, by amending Section 5.2.1 Table One - Dimensional Requirements to add notes as follows: (24) Except for town houses 25% coverage provided however that the lot size is 60,000 square feet or greater and (25) Twenty-five (25') feet for town houses provided however that the lot size is 60,000 square feet or greater.

WHEREAS, North Shore and 42 Pleasant supports the proposed amendment of the Zoning Bylaws pursuant to Article 2;

WHEREAS, the amendment of the Zoning Bylaws pursuant to Article 2 will have financial benefits and costs to the Town, and whereas the parties seek to mitigate some of said financial costs.

NOW, THEREFORE, in the event that Article 2 of the Special Town Meeting is acted on favorably by said Town Meeting so that it allows for the development of twenty-one (21) Resident Dwelling Units on the Property (42 Pleasant Street, Stoneham), , North Shore and 42 Pleasant and the Town hereby agree to the following terms, conditions and requirements in consideration of mutual consideration hereby acknowledged:

1. Should North Shore or 42 Pleasant, their successors in title or interest and/or assigns, construct the MFD it shall be limited to the development for such MFD project of a maximum of twenty-one (21) town house design residential condominium dwelling units ("Residential Dwelling Units"). There shall be no phased development or further dwelling units applied for or otherwise granted a permit or approval therefore after building permits have been issued for the development provided for herein. At no time shall the following be sought, applied for or otherwise granted: (i) a comprehensive permit pursuant to M.G.L. c. 40B, secs. 20 – 23; and/or (ii) any personal wireless service facility, including, but not limited to, a cellular facility, tower or antenna, or any other telecommunication facility or related facility.
2. The Residential Dwelling Units to be built shall be designed and used as two bedroom units only. There shall be no units with three (3) or more bedrooms. No den or other room not designated as a bedroom in compliance herewith shall be used as a bedroom. All dens in any dwelling unit shall be without windows and closets. In the event of the sale of the property and/or buildings, the deed shall include the prohibition on the use of any den, or any other non-bedroom room as a bedroom by any occupant or resident of the unit. Finished basements and/or attics may be used as recreational rooms, but may not be used as bedrooms, and may have windows.

3. All Residential Dwelling Units shall be for ownership purposes and each Residential Dwelling Unit shall be separately owned from the other such dwelling units. Condominium or cooperative ownership shall be allowed.
4. There shall be no subdivision or any other division of the property, including by means of the approval not required process.
5. Storm Drainage – Should North Shore or 42 Pleasant construct the MFD on the property they shall comply with all applicable federal, state and local laws, bylaws and regulations regarding storm water, storm water management and drainage. Post-construction runoff cannot exceed pre-construction runoff.
6. Internal Roadways, Utility Drainage Systems, Wastewater Collection and Systems – Should North Shore construct the MFD, the internal roadways, utility drainage systems, wastewater collection and systems, and all other infrastructure shall remain private, and the Town of Stoneham shall not have, now or ever, any legal responsibility for the operation, maintenance, repair or replacement of the infrastructure, nor for any snow removal or trash collection. It is understood and agreed that no internal road shall or may become a public way, unless otherwise agreed to by the Town Administrator, the Planning Board and the Board of Selectmen, and further authorized by the town meeting.
7. Public Safety – Should North Shore or 42 Pleasant construct the MFD on the property, they agree to reasonably cooperate with the Chief of Police in addressing public safety issues and the mitigation thereof.
8. Internal Roads – Should North Shore or 42 Pleasant construct the MFD on the property, appropriate driveways, sidewalks and curbing, sufficient for the safe separation of pedestrians from moving vehicles, shall be provided throughout the site to allow for safe vehicular and pedestrian access within the Site and between any proposed buildings.
9. Fire Protection – Should North Shore or 42 Pleasant construct the MFD on the property, fire protection methods and systems shall meet all State Fire Code requirements and be approved by the Stoneham Fire Chief or his designee.
10. Utilities – Should North Shore or 42 Pleasant construct the MFD on the property, all utilities, including, but not limited to, electric, gas, cable and telephone, shall be located underground. A final “as-built” utility plan shall be submitted to the Director of Public Works.
11. Hours of Operation/Safety/Cleanup/Repair of Damage/Blasting/Etc. – Should North Shore or 42 Pleasant construct the MFD, North Shore or 42 Pleasant shall also:
 - (a) Comply with the following hours of operation for any construction activities “on-site”, unless otherwise authorized by the Planning Board and Board of

Selectmen or his/her designee: Monday – Friday between 7:00 a.m. and 7:00 p.m.; Saturday between 8:00 a.m. and 5:00 p.m. No work shall be allowed on-site on Sunday or holidays recognized by the Commonwealth of Massachusetts, unless otherwise authorized by the Town Administrator or his/her designee and in compliance with applicable law and regulations. The restrictions herein shall not apply to work within the buildings so long as it does not cause a nuisance as determined by the Building Inspector and is in compliance with applicable law and regulations. These limits shall not apply in the event any public agency requires emergency work to remediate or mitigate a hazardous situation.

(b) Take the necessary steps needed to insure that:

- (i) No vehicle associated with the construction of the project shall remain standing or idling on an adjacent way prior to the designated construction hours. The idling of vehicles shall at all times comply with applicable state law and regulations;
- (ii) A six foot (6') temporary construction fence shall be erected and maintained around the entire site prior to the commencement of construction activities, unless otherwise authorized by the Building Inspector;
- (iii) Cleanup of construction debris, including soil caused by site construction activity, on adjacent public roads and within one hundred (100) yards from the site, is performed as needed;
- (iv) Monitor damage to public and private ways and property from the construction, and repair any damage to infrastructure and public or private property caused by construction activities.

(c) Require, in the event of blasting, that the blasting operator provide seven (7) days advanced notice of the commencement of blasting operations by certified mail to those property owners entitled to a pre-blasting inspection pursuant to 527 CMR 1.00 et. seq. Copies of said mailing shall be furnished to the Stoneham Fire Department. Copies of the blasting monitoring reports, noting any vibrations in excess of that allowed by regulations, shall be mailed to the above-referenced property owners and the Stoneham Fire Department at and/or before the termination of blasting operations. The Blasting Operator shall provide notice to the Stoneham Fire Department of any reported damage to real property. Nothing herein shall relieve a blasting operator of also complying with applicable federal, state and local law, bylaws and regulations, and the lawful requirements imposed by the Stoneham Fire Department.

(d) Comply with all applicable federal, state and local laws, bylaws and regulations regarding private property during the course of construction, and promptly repair and/or replace, as appropriate, all private property, real or personal, damaged or destroyed as a result of said construction.

12. North Shore and 42 Pleasant agree and shall be bound to provide the below referenced roadway, roadway related and driveway work and improvements and also agree to provide the below referenced payments, in the manner described below, to the Town for use by the Town for public safety, public works, and/or capital expenses and expenditures incurred or anticipated to be incurred as a result of the subject amendment to the Zoning Bylaws pursuant to Article 2 of the Special Town Meeting:

(a) North Shore or 42 Pleasant shall pay the Town of Stoneham the sum of Twenty Thousand Dollars (\$20,000) should North Shore or 42 Pleasant proceed with the MFD upon obtaining a building permit from the Town of Stoneham to construct the first of the twenty-one (21) condominium units at the property. The Town will use said sum to construct or reconstruct the sidewalk and grass strip and curbing on the west side of William Street in Stoneham, Massachusetts. Any such funds that may remain after said expenditure(s) by the Town may be used by the Town for any other public safety, public works, and/or capital expenses and expenditures incurred or anticipated to be incurred as a result of the subject amendment to the Zoning Bylaws pursuant to Article 2 of the Special Town Meeting;

In the event that the MFD is approved by the Town of Stoneham for a total of less than the requested twenty-one (21) condominium units, then North Shore or 42 Pleasant Street and the Town will negotiate in good faith toward a mutually agreeable reduction in payments to the Town. (See also Section 12(b) below.)

In the event that North Shore or 42 Pleasant do not proceed ahead with the MFD for a reason(s) of their own volition, rather than as a result of an action by the Town as described in Section 12(b) below, said Twenty Thousand Dollar (\$20,000) payment shall be still be made to the Town. For purposes of this provision, the phrase "does not proceed ahead" shall include the failure of North Shore or 42 Pleasant to: (i) apply for all necessary permits and approvals from the Planning Board, Board of Selectmen, Board of Appeals and if needed from the Conservation Commission, within nine (9) months of the earlier of the date of approval by the Attorney General of the Commonwealth of Massachusetts of Article 2 or the expiration of the 90-day period of time for the Attorney General to approve said zoning bylaw; or (ii) alternatively if North Shore or 42 Pleasant do not apply for a building permit within twelve (12) months of obtaining all Town permits and/or approval needed to apply for and be granted a building permit, unless so prevented by the Town as described in Section 12(b) below (and referenced in this Section

above) or by an appeal of a necessary prerequisite for such application(s). No such payment to the Town shall release North Shore or 42 Pleasant from its other obligations under this Agreement, except as otherwise specifically provided in this Agreement.

The Town of Stoneham Planning Board, as part of the process to study the proposed rezoning of the property to Residence B District engaged Fay, Spofford and Thorndike, LLC to perform a Traffic Impact Study. The study area was the proposed site driveway for the property and the intersection of Spring Street and Pleasant Street. As a result of the study Fay, Spofford and Thorndike proposed that the Town consider a "T"ing alignment of the intersection at Spring Street and Pleasant Street to reduce existing intersection confusion and address existing and future morning peak hour intersection operations and enhance use of the crosswalk. Therefore, at the request of the Town, it is understood and agreed by North Shore and 42 Pleasant that within that sixty (60) days of North Shore or 42 Pleasant obtaining a building permit from the Town of Stoneham to construct the first of the condominium units at the property then North Shore or 42 Pleasant shall begin the work on the construction of the improvements at the intersection of Spring Street and Pleasant Street shown on Figure 9 of the above referred to study and as further described herein. All sidewalks shall be constructed of concrete with granite curbing and all portions of the public way(s), including sidewalks shall meet all federal state and Town legal requirements. The new sidewalk and bump-out landscaped area adjacent to the Lake Industries property (41 Pleasant Street) shall allow for vehicles accessing such property, including commercial vehicles, to enter and egress the property directly from Pleasant Street. North Shore or 42 Pleasant agrees to complete said improvements prior to obtaining an occupancy permit for any of the units on the Property. Further, North Shore agrees that if the Property is re-zoned to Residence B, then during the Special Permit process, North Shore shall engage and pay all costs for an engineering firm to design the work shown on the above referred to Figure 9. As part of the design process, North Shore or 42 Pleasant agrees to provide paved driveway access to the residential property at 43 Pleasant Street designed and constructed in a reasonable manner and quality. Said access is to be constructed by North Shore or 42 Pleasant as part of the above-described "T"ing alignment of the intersection at Spring Street and Pleasant Street. Said access shall be completed to the satisfaction of the Town Engineer of the Town of Stoneham. The "T"ing alignment referred to above will result in the removal of an existing traffic island at the intersection of Spring Street and Pleasant Street. North Shore or 42 Pleasant shall replant or replace the shrubs presently on said island in the area shown on the above referred to Figure 9 as landscaped area together with additional shrubs. North Shore or 42 Pleasant, or upon the sale of the Property, their successor or assigns, shall thereafter reasonably maintain the new landscaped area. The relocation of any telephone and/or utility pole(s) ("pole(s)"), including the current pole in the center of Pleasant Street, necessary for the "T"ing alignment (and the pole adjacent to

the Lake Industries property, if deemed necessary or warranted in the design by the engineering firm study (referenced above) and in the reasonable determination of the Town the pole negatively impacts Lake Industries' access from or to Pleasant Street), shall be accomplished as follows: the Town will be responsible for contacting the owner of the pole (thought to be NStar) for relocating said pole or poles and North Shore or 42 Pleasant shall be responsible for the full cost, if any, required for the cost of relocating said pole or poles. The Town shall use its best effort to try to have the pole(s) relocated by the owner of the pole(s) at no cost, but the Town does not and cannot insure such result.

Additionally:

- (i) The above-referenced payments do not include water and sewer connection fees to the Town or any other fees customarily imposed by or pursuant to applicable laws or Town By-Laws or regulations or standard policies, including, any betterment fees or charges that may be imposed by the Town under applicable law, bylaw or regulation. Nor shall the above-referenced payment include any amount or payment made to the Town by North Shore or 42 Pleasant, their predecessors and/or successors in interest, including, but not limited to any payment(s) pursuant to any other agreement with the Town so long as said agreements are necessary to obtain a building permit for the premises referenced herein; and
 - (ii) No building permit may be issued for the MFD by the Building Inspector without the payments to the Town required in this Agreement. No occupancy permit may be issued for the MFD by the Building Inspector until the Spring and Pleasant Street construction as required in this Agreement is completed to the satisfaction of the Town Engineer of the Town of Stoneham. However, in the event that North Shore or 42 Pleasant is prevented from performing said Spring and Pleasant Street construction by an appeal or other legal action, the purpose of which is to prevent said construction, then North Shore or 42 Pleasant shall pay the Town the sum determined as a result of the Town and North Shore or 42 Pleasant mutually agreeing upon three (3) contractors to provide quotes for said work with the lowest of the three (3) quotes being the amount paid to the Town by North Shore or 42 Pleasant in fulfillment of North Shore or 42 Pleasant's obligation to construct the improvements at Spring and Pleasant Street. No unit may be occupied without the issuance of an occupancy permit by the Building Inspector.
- (b) In the event that there is a change to any provisions of the Town Zoning By-laws applicable to the Property and the proposed MFD subsequent to the zoning amendment vote by the Special Town Meeting of January 12, 2015 pursuant to Article 2 which: (i) prevents or substantially changes the proposed MFD; or (ii) there is an appeal of said zoning amendment by a third party; or (iii) should the MFD not be approved or is otherwise approved in a manner

substantially different from as presented to date by any necessary or required Town Board or Commission, then North Shore and/or 42 Pleasant may unilaterally in its sole discretion terminate this Agreement, however in any such instance or case, neither North Shore nor 42 Pleasant may proceed ahead with the MFD or any other multi-family development at the Property absent a written agreement allowing multi-family development specifically entered into by the Board of Selectmen and the Town Administrator with North Shore and/or 42 Pleasant.

13. North Shore and/or 42 Pleasant agree to pay to the Town, at all times prior to the completion of the MFD, real estate taxes for the property as provided under applicable law, provided that said parties also agree that if the assessed value of the subject property for any fiscal year after the execution of this Agreement is lower than the assessed value for the fiscal year ending on June 30, 2015 (the "Tax Base Year"), the respective owner(s) of the subject property shall make a payment to the Town for such fiscal year in lieu of real estate taxes otherwise payable. Such payments shall be made quarterly (as real estate tax payments are ordinarily due and payable), and such payment shall be equal to the amount that would have been due if the assessed value of the Property for the year in question were equal to the assessed value for the Tax Base Year, computed at the applicable tax rate in effect for the particular year in question.
14. Prior to the issuance of any building permit or the commencement of construction, for the MFD, North Shore and/or 42 Pleasant shall provide to the Director of Public Works or his/her designee, security in such form and such amount, reasonably deemed adequate by the Director, to secure the requirements of this Agreement and installation of roadways drainage and other common facilities (e.g. water and sewer). The sum of any such security held hereunder shall bear a direct and reasonable relationship to the expected cost, excluding the effects of inflation, necessary to complete the subject work. Such amount or amounts shall from time to time be reduced by the Director upon written request, duly supported, so that the amount secured continues to reflect the actual expected cost of work remaining to be completed. No such security shall be required pursuant to this Agreement, if in the reasonable discretion of the Director of Public Works, adequate security is otherwise already provided to the Town for said infrastructure requirements pursuant to an approval process.
15. Neither North Shore or 42 Pleasant may bring any action for damages against the Town; nor bring an action for reimbursement of past mitigation payments made to the Town pursuant to this Agreement; however North Shore or 42 Pleasant may: (i) bring a legal action against the Town to otherwise require compliance with the terms of this Agreement, or (ii) bring an appeal or legal action regarding the proposed development, including with respect to the issuance (or lack thereof) of a permit, which appeal and/or legal action is not based upon this Agreement, including, without limitation, the right to appeal the decision(s) of the Building

Inspector in connection with zoning enforcement actions relating to development on the subject property.

The Town, by and through its Board of Selectmen or Town Administrator, may bring an action at law for damages (other than consequential and punitive damages) or an action for specific performance, including injunctive and equitable relief, for the failure of North Shore and/or 42 Pleasant to comply with a requirement(s) of this Agreement. Nothing herein shall limit or prohibit the Town from bringing a legal action regarding the proposed development which is not based upon this Agreement.

16. Except as otherwise expressly set forth in this Agreement, the terms and conditions hereof shall be perpetual. In the event that any additional act is required to ensure that the obligations of North Shore and 42 Pleasant and the rights of the Town hereunder are perfected and continuing, then the parties agree to extend this Agreement for further periods of not more than twenty (20) years at a time in accordance with M.G.L Ch.184, Section 27 and/or such other law as may be applicable. In the event that any owner of the subject property fails to execute, acknowledge and/or deliver to the Town any document or instrument as the Town Counsel may determine is needed by the Town to so extend this Agreement, then said owner(s) is/are hereby deemed to have designated the Town Administrator of the Town of Stoneham as their attorney-in-fact to execute, acknowledge and deliver the same, such appointment to be coupled with an interest.
17. This Agreement shall run with the land, and shall be binding on any and all successors in title and/or assigns of North Shore and 42 Pleasant. It shall be recorded at the Middlesex South District Registry of Deeds by the Town, at the expense of North Shore and 42 Pleasant, and shall be marginally referenced to all relevant deeds, including the deed recorded in Book 28271, Page 174. North Shore and 42 Pleasant shall notify the Town, in writing, no less than thirty (30) days after the transfer of all or a portion of the property prior to the completion of the MFD or payment of the final payment due hereunder. Said written notice shall be provided to both the Board of Selectmen and Town Administrator. North Shore or 42 Pleasant shall incorporate by reference in the deed and/or other instrument for any sale or other transfer or assignment of the property on which the housing development is located, this Agreement and the obligations contained herein. (See Paragraph 4 of this Agreement for restrictions and limitations on subdivision and other division of land.)
18. Nothing herein shall constitute or be deemed to constitute an agreement by the Town, including its Planning Board, Board of Appeals, Board of Selectmen, Conservation Commission and/or Building Inspector, to grant any permit or approval, nor limit the right of any such Board or the Building Inspector to impose any condition(s), requirement(s), restriction(s) or other limitation(s) on any such permit or approval.

19. North Shore and 42 Pleasant, agree that the MFD shall comply with all applicable federal, state and town laws, bylaws and regulations. Nothing in this Agreement shall limit the right of the Town to impose on North Shore and 42 Pleasant that the MFD on the property adhere to all applicable laws, bylaws and regulations, including betterment requirements, assessments and costs. Nothing in this Agreement shall limit the discretion of the Town to limit, condition or otherwise impose requirements or conditions on the development or use of the Property or any structure thereon, pursuant to any variance or special permit or site plan approval or any zoning, land use, law or regulation or other approval or permitting processes.
20. The Town has entered into this Agreement in order to further and help protect the public interest and the interests of the Town of Stoneham. The parties hereto do not intend for any third party to be specifically benefited by this Agreement, even though other parties may be benefited. This Agreement shall only be enforceable by the parties hereto and their successors in title and assigns.
21. Jurisdiction and venue over any dispute or legal action arising from this Agreement shall be as follows: any and all disputes or legal actions shall be brought in the Middlesex Superior Court in Woburn (or its successor location) to the extent that subject matter jurisdiction allows. If there is no subject matter jurisdiction in the Superior Court, the legal action shall be brought at the Woburn District Court. The parties by this Agreement subject themselves to the personal jurisdiction of said courts for the entry of judgment and for the resolution of any dispute, action, or suit. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by, construed under and enforced in accordance with the laws of the Commonwealth of Massachusetts, including with respect to conflicts of laws principles.
22. The waiver by either party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be construed as a waiver of any other covenant, condition or promise contained herein. The waiver by either party of the time for performing any act shall not constitute a waiver of the time for performing any other act or any incidental act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right, the time for the exercise of which is not specifically and expressly limited or specified in this Agreement, shall not be considered a waiver of or an estoppel against the later exercise of such remedy or right.
23. Notices. Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given: (a) upon receipt when hand delivered; (b) upon receipt when delivered by facsimile transmission; or (c) one (1) business day after pickup by Federal Express, or another similar nationally recognized overnight express service, in either case addressed to the parties at their respective addresses set forth below:

If to North Shore Construction & Development, Inc:

If to Forty-two Pleasant Street Nominee Trust

Ronald A. Lopez, President
215 Salem Street
Woburn, MA 01880

Steven Cutter and Daniel Picariello,
Trustees
42 Pleasant Street
Stoneham, MA 02180

If to Stoneham:

With a copy to:

Mr. David Ragucci
Town Administrator
Stoneham Town Hall
35 Central Street
Stoneham, MA 02180

Board of Selectmen
Stoneham Town Hall
35 Central Street
Stoneham, MA 02180

or in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this section to the other party.

24. Each of the parties hereto represents and warrants to the other that: (a) all actions, votes and consents have been taken or obtained thereby so as to enable it to validly execute, deliver and perform its obligations under this Agreement; (b) this Agreement has been duly executed and delivered by an authorized representative of such party; and (c) this Agreement constitutes a valid and legally binding obligation enforceable against such party in accordance with its terms.
25. This Agreement is a permanent and binding accord and resolution of the parties' rights and obligations with respect to all matters addressed herein. It is binding upon and inures to the benefit of each of the parties and their successors, transferees, assignees, officials, employees, agents, attorneys and representatives to the fullest extent permitted by law.
26. It is the intent of the parties hereto that this Agreement shall be recorded at the Middlesex South District Registry of Deeds by the Town at the expense of North Shore or 42 Pleasant.
27. All the rights, benefits, obligations and requirements applicable to 42 Pleasant shall terminate upon the recording of a deed of the property from 42 Pleasant to North Shore and this Agreement shall be of no further benefit to 42 Pleasant nor shall 42 Pleasant have any further obligations in regard to this Agreement. Prior to any such recording of said deed from 42 Pleasant to North Shore, any reference in this Agreement to an obligation of "North Shore or 42 Pleasant" is intended to mean the then current owner of the Property, however, both North Shore and 42 Pleasant shall be jointly and severally liable to the Town for any such obligations

incurred during such time period. North Shore and 42 Pleasant hereby agree that: (1) following the conveyance of the Property, North Shore will indemnify and hold 42 Pleasant harmless from liability under this Agreement; and (2) prior to the conveyance of this Property, 42 Pleasant will indemnify and hold North Shore harmless from liability under this Agreement, provided North Shore is not in breach of the terms of the Purchase and Sale Agreement for the conveyance of this Property between 42 Pleasant and North Shore. This indemnification provision between the private parties shall not affect or diminish the obligation of those parties to the Town pursuant to this Agreement.

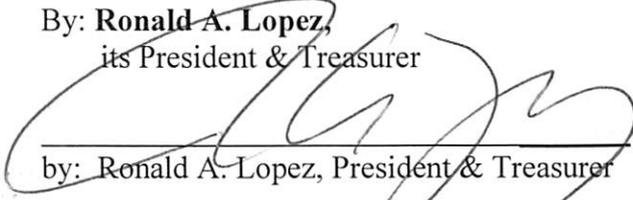
This Agreement may be signed in any number of counterparts, and each thereof shall be deemed to be an original, and all of such counterparts are one and the same Agreement.

[Signature Pages Follow]

EXECUTED as a sealed instrument, covenant and agreement as of this 12th day of January, 2015.

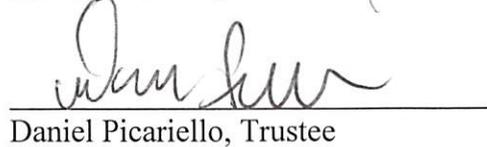
NORTH SHORE CONSTRUCTION & DEVELOPMENT, INC.

By: **Ronald A. Lopez,**
its President & Treasurer

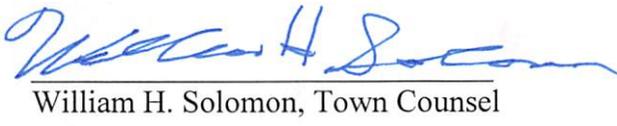

by: Ronald A. Lopez, President & Treasurer

Forty-Two Pleasant Street Nominee Trust


Steven F. Cutter, Trustee

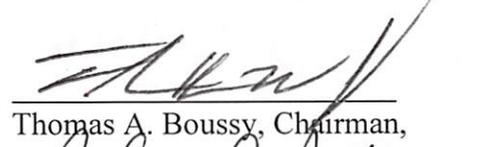

Daniel Picariello, Trustee

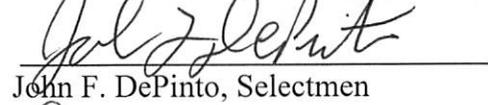
Approved as to legal form:


William H. Solomon, Town Counsel

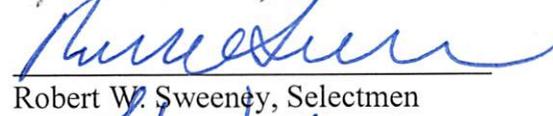
TOWN OF STONEHAM

By its Board of Selectmen


Thomas A. Boussy, Chairman,

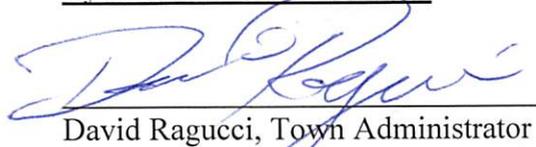

John F. DePinto, Selectmen


Ann Marie O'Neill, Selectman

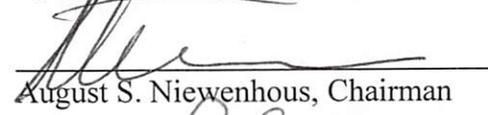

Robert W. Sweeney, Selectmen

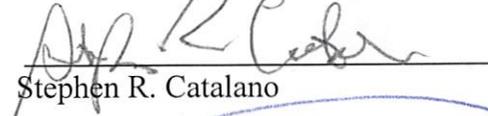

Frank A. Vallarelli, Selectmen

By its Town Administrator

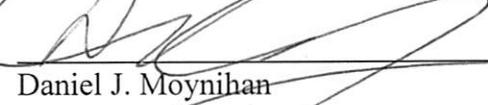

David Ragucci, Town Administrator

By its Planning Board


August S. Niewenhous, Chairman


Stephen R. Catalano


Kevin M. Dolan

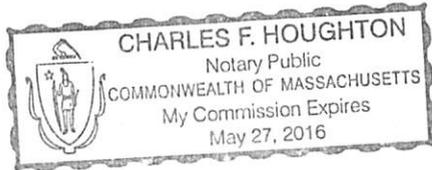

Daniel J. Moynihan

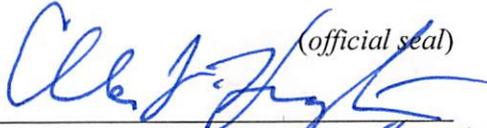

Thomas J. O'Grady

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 12th day of January, 2014, before me, the undersigned notary public, personally appeared Ronald A. Lopez, President and Treasurer, of North Shore Construction & Development, Inc, who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose.

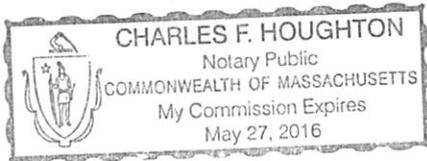


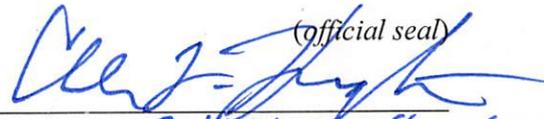
(official seal)

Notary Public CHARLES F. HOUGHTON
My Commission Expires: MAY 27, 2016

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 12th day of January, 2014, before me, the undersigned notary public, personally appeared Steven F. Cutter, Trustee and Daniel Picariello, Trustee, Forty-Two Pleasant Street Nominee Trust who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document(s), and acknowledged to me that they signed it voluntarily for its stated purpose in their capacity as Trustees of the Forty-two Pleasant Street Nominee Trust.

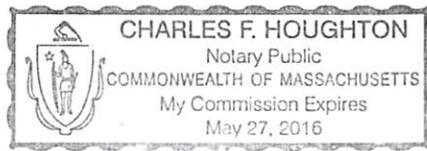


(official seal)

Notary Public CHARLES F. HOUGHTON
My Commission Expires: MAY 27, 2016

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

On this 12th day of January, 2014, before me, the undersigned notary public, personally appeared Thomas Boussey, Chairman of the Board of Selectmen, Town of Stoneham, John F. DePinto, Robert W. Sweeney, Frank Vallarelli and Ann Marie O'Neill, all members of the Board of Selectmen, and David Ragucci, Town Administrator, who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document(s), and acknowledged to me that they signed it voluntarily for its stated purpose.



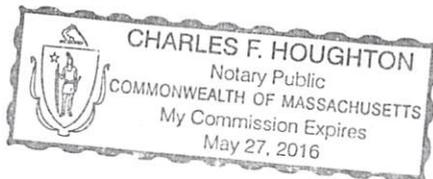
(official seal)

Notary Public CHARLES F. HOUGHTON
My Commission Expires: MAY 27, 2016

COMMONWEALTH OF MASSACHUSETTS

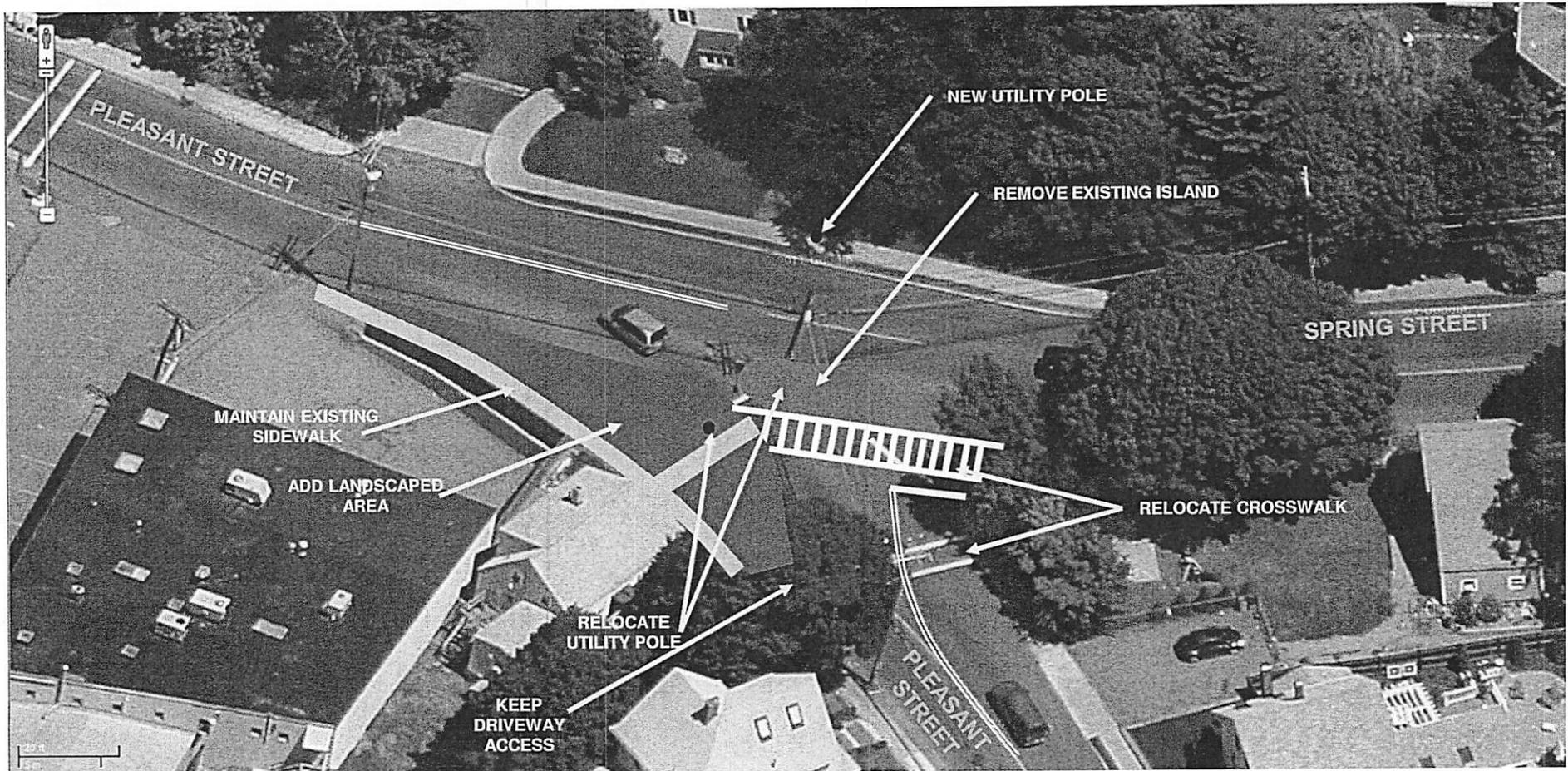
MIDDLESEX, SS.

On this 12th day of January, 2014, before me, the undersigned notary public, personally appeared August S. Niewenhaus, Chairman of the Planning Board, Town of Stoneham, Stephen R. Catalano, Kevin M. Dolan, Daniel J. Moynihan, and Thomas J. O'Grady, all members of the Planning Board, who proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned, to be the persons whose names are signed on the preceding or attached document(s), and acknowledged to me that they signed it voluntarily for its stated purpose.



(official seal)

Notary Public CHARLES F. HOUGHTON
My Commission Expires: MAY 27, 2016



Source: Google Maps



Schematic Diagram:
Not to Scale

Fay, Spofford & Thorndike, LLC
Engineers • Planners • Scientists

Figure 9 Potential Improvements Pleasant Street/ Spring Street

42 Pleasant Street
Town of Stoneham, Massachusetts



Signalized Intersection

Checklist

REQUEST FOR PROPOSALS UNDER A FULL LEASE AGREEMENT
TO PROVIDE PROFESSIONAL MANAGEMENT, OPERATIONS AND MAINTENANCE FOR THE
STONEHAM UNICORN AND STONEHAM OAKS MUNICIPAL GOLF COURSES
AND ASSOCIATED FACILITIES

Request For Proposal

Exhibits

Exhibit 1 - Scope of Services.

Exhibit 2 - Grounds Specifications.

Exhibit 3 - Current Green Fee and Cart Rental Fees.

Exhibit 4 - List of Town of Stoneham Golf Course Equipment.

Exhibit 5 - Revenue Chart Unicorn and Oaks Golf Courses.

Exhibit 6 - Budget – Actual Expenses for Golf Courses, FY 2008 – 2016.

Exhibit 7 - Unicorn and Oaks Total Rounds Golf Season 2015.

Exhibit 8 - Terms and Conditions for Lease.

Submission Documents

Submission Document No. 1 - Cover Letter – No Form Provided.

Submission Document No. 2 - RFP Overall Response – No Form Provided.

Submission Document No. 3 - Price Worksheets.

Submission Document No. 4 - Unicorn and Oaks Green Fee Proposals.

Submission Document No. 5 - Acknowledgement of Stoneham Oaks Possible Close.

Submission Document No. 6 - Certificate of Non-Collusion.

Submission Document No. 7 - Disclosure of Beneficial Interest.

Submission Document No. 8 - Tax Certification Form.

Submission Document No. 9 - Acknowledgement of Addendum/Addenda Form.

Exhibit No. 1

SCOPE OF SERVICES (See also the main body of the RFP and other Exhibits)

1. Management, operations and maintenance of the Golf Courses, including all day-to-day operations of the facilities, including maintenance, equipment maintenance, clubhouse operations, pro shops merchandise operations, snack bar, sales and marketing, budgets, accounting, human resources, etc.
2. An annual business plan and operating budget, including expenditures for operations, equipment maintenance, inventory, advertising, sales and promotions, repairs and revenue projections with recommendations on all fees such as green fees, cart fees, annual fees, etc.
3. A projected report on staffing levels going forward.
4. Develop a marketing strategy aimed at attracting rounds played from the local market as well as tournament play, packages with local hotels, and events.
5. Hire, properly train, and supervise all staff required to manage and operate the facility consistent with the Town's general direction and goals and the Lease. All staffing shall be, and remain at all times, employees of the Lessee.
6. Provide a certified superintendent responsible for day-to-day golf course operations.
7. The Golf Professional shall be responsible for developing and coordinating a program of golf lessons, clinics, schools, etc.
8. Acquire and maintain all necessary licenses and permits.
9. Lessee shall provide or acquire all equipment, goods and services necessary to carry out its obligations hereunder and pursuant to its Lease.
10. Lessee shall manage and pay all operating golf course expenditures and collect all revenues of any sort.
11. Lessee shall maintain the Golf Courses and clubhouses/pro shops in accordance with the requirement of the RFP and Lease, including, but not limited to the facilities being clean of debris and rubbish, and the restrooms sanitary, with proper lighting, and stocked with appropriate paper and cleaning products.

EXHIBIT No. 42

GROUNDS SPECIFICATIONS FOR GOLF COURSES

MAINTENANCE

I. General Requirements

Perform all maintenance functions consistent with normal golf course operations, to include but not be limited to: proper watering of all fairways, roughs and greens, mowing fairways, rough, and greens; maintaining sand traps, tee boxes, cart paths, piping and electrical systems; maintain golf carts; removing brush and obstructions

Perform cleaning and repairs to clubhouse, outbuildings, and all other facilities on the property, as needed for continued use and operation

Prepare for winterization of golf course, piping systems, buildings, golf carts, and all other facilities, equipment, and tools, to minimize weather damage and deterioration

Perform all treatments and sprayings to greens, fairways, tee boxes as the current season winds down, and in preparation for next year's season

Oversee, manage, and account for all elements of maintenance expenditures and costs; and maintain auditable financial records of all expenditures and costs

The work includes maintenance of grass on **greens** (including **putting greens and** perimeter slopes), tees (including **practice** tees), fairways, roughs, sand **traps, and maintenance of shrubs**, trees, and landscaping around clubhouse and throughout the entire 18-hole course. It shall be the Lessee's responsibility to maintain and upkeep the entire golf course and clubhouse, to include putting and chipping green, in a reasonable and satisfactory manner. This will include pruning, general upkeep, fertilization and grooming of areas around shrubs, planting of trees, shrubs and flowers (as well as areas along all ditches/culverts and ponds) in approved horticultural and arboricultural practices and maintenance and operation of the irrigation and drainage systems. It is the Lessee's responsibility to upkeep and repair service roads now existing or later created, such maintenance to be for the purpose of reasonable travel, aesthetics and for the prevention of washed out areas. Flower planting must include as a minimum large planters at ~~each~~ the first tee box ~~for~~ at both courses. These shall be planted with flowering annuals which shall be watered daily and fertilized as needed to maintain healthy plants throughout the golfing season.

The Lessee shall be responsible for the upkeep and additional beautification of the exterior of the clubhouses, including exterior grass, adding flower beds and shrubbery in the clubhouse area, sweeping of sidewalks and entrances while removing grass and mud. The Lessee is liable for the daily upkeep of the parking lot, including snow and debris removal, and buildings provided for storage of equipment and supplies. The Lessee shall be responsible for damage to the storage buildings and other buildings by its personnel and equipment.

II. Personnel Requirements

In addition to the minimum staffing required set forth in the RFP, the Lessee shall maintain a sufficient number of personnel at all times to accomplish, on schedule, all work under this contract.

III. Equipment, Materials, and Supplies

The Lessee shall provide and make available all the personal property and equipment which is peculiar to and needed by the Golf Course for its operation and maintenance in full accordance with the RFP and this contract; ~~no Town-owned vehicles or~~ equipment shall be available for use by the Lessee ~~except as specifically authorized in the RFP~~. At a minimum, the Lessee shall be required to provide and keep on site or otherwise make available as needed the equipment set forth in its Response to RFP. No equipment or vehicles other than those required for on-site use at the golf course may be stored on the premises. At the termination of the Agreement, all Town owned equipment ~~owned-used~~ by the Lessee shall be returned to the Town in working order, normal wear and tear excepted, removed within ten (10) days of the termination date. In the event that the Lessee becomes insolvent or relieved of the contract, the Lessee's-Town's and the Lessees' equipment shall be used by the Town to carry out golf course maintenance work.

It is the Lessee's responsibility to furnish sufficient distance markers, litter baskets, signs, tee markers, hole cups, flags, and flag poles, out of bounds markers, and adequate number of benches, bunker rakes and the general equipment for the golf needs including ball washers, divot repairs and replacement of all these items. The flags and flagpoles for the golf course shall be replaced when stolen, faded, frayed or in the otherwise unacceptable condition.

All materials such as sprays, hand tools, forestry equipment, sod, grass seed, loom, sand, mulch, fertilizers, gravel, herbicides, fungicides, signs, litter baskets, testing kits, insurance's etc. as mentioned in the Agreement and RFP are solely the responsibility of the Lessee.

~~The Lessee is required to provide fuel for use on the course including fuel for equipment and golf carts.~~ The Lessee will supply fuel for all the equipment and carts. The Town will provide a 2002 Ford F350 9,900 GVW truck with an 80 gallon diesel fuel tank for use by the Lessee for fueling the golf course equipment. The Lessee will maintain all necessary records pertaining to fuel inventory and maintain said equipment to all state and federal air quality requirements.

IV. Detailed Standards

Greens, Practice Putting Greens, and Aprons

Mowing - mowed daily at a maximum height of 3/16" varying mowing directions each time greens are mowed. All programs that are required for putting greens will also be applicable to the collar and approach areas. The only difference will be mowing and vertical mowing practices.

Change cup locations daily during active season and at least four (4) times weekly during the offseason. Repair ball marks, divots, or any other damaged turf on all greens and practice putting green at least five (5) times weekly.

Core, aerate all greens and practice putting greens a minimum of two (2) times each season. This will be done with equipment which places holes on two-inch centers and a minimum of two inches deep.

All greens shall be aerified a minimum of three (3) times a year by high pressure water injection aerification using a "Toro Hydroject 3000" or similar. This must be done during June, July and October each year.

Top dress all greens and practice putting greens after aerification and additionally as needed to maintain a smooth putting surface. Atop dressing application rate of 0.6 to 1.0 cubic yards of material per 1,000 square feet is typically required. A representative sample of the existing soil material of the greens shall be submitted to a reputable physical soil testing lab to determine the specific characteristics of the dressing material to be used. Top dressing should occur every three to four weeks during the summer growing season.

Light vertical mowing of all greens and practice putting greens shall be performed every seven to ten days from May to September to control mat and thatch build-up and stimulate optimum turf growth. Heavy vertical cutting should be done twice in conjunction with the first and second core aerification operations to control thatch accumulation.

Spiking of all greens and practice greens shall be performed as needed between aerifications to maintain proper water infiltration.

Fertilization - the greens fertilization program should be based on bi-annual spring and fall chemical soil analysis results to determine specific requirements. Only fertilizer specifically formulated for putting greens shall be applied.

Fungicide - all greens and practice greens shall have appropriate fungicide applications at a preventative rate at intervals not to exceed 21 days and additional applications at a curative rate may be required to control fungus activity and prevent damage to the turf. This will be especially important prior to and just following overseeding.

Pre-emergent chemicals - (such as *Balan, Dacthal, etc.*) shall be used in the appropriate amounts and appropriate times to prevent intrusion into the greens of weeds difficult to eradicate such as poa annua, goosegrass, crabgrass, etc.

Weed Control - all greens and practice greens shall be maintained free of foreign grasses and weeds, even if it is necessary to remove them by hand.

Insecticide - all greens and practice greens shall be treated on a preventative basis not to exceed six-week intervals, and additionally on a curative basis as may be required to control insect activity and prevent damage to the turf. The Lessee or his designated employee shall possess a valid Massachusetts pesticide license. A copy of this license for all pertinent employees shall be submitted with the response to the Request for Proposals. The Lessee shall be responsible for knowing and fulfilling all applicable local, state and federal laws and regulations concerning the use (including posting notification requirements and right to know laws) and storage of turf and agricultural chemicals. The Lessee shall immediately advise the Town of any changes in laws as they affect the use of turf and agricultural chemicals on the golf course. In addition, the Lessee shall keep accurate and complete chemical usage records, such records shall be available for inspection by the Board. Only licensed employees shall be designated to perform pesticide applications.

All pesticides to be stored in the approved on-site pesticide storage building only. No other on site location may be used to store pesticides.

All Areas Used for Tee Surface

Mowing - All tees shall be mowed to a height ranging from 1/2 to 3/4 inches no less than three (3) times per week at an interval not to exceed three (3) days.

Top Dressing - All tees shall be top dressed a minimum of three (3) times each season with weekly divot repair.

Seeding - All tee areas shall be overseeded each spring and fall at a rate of not less than 5 pounds per 1,000 square feet.

Set-Up - Tee markers shall be moved daily during active season and at least four (4) times weekly during the off-season. Litter containers shall be emptied as necessary. Ball washers shall be filled as needed and supplied with clean towels.

Weed Control - Tees shall be kept weed-free to an extent of at least 90% of the area by the proper application of approved herbicides.

Aerification - All tees shall be core aerified a minimum of three (3) times each season.

Fertilization - All tees shall be fertilized at a minimum rate of 8 to 10 pounds of nitrogen per 1,000 square feet on an annual basis. Bi-annual (spring and fall) soil analysis shall be utilized to determine other specific nutritional requirements.

Fairways and Roughs - All Areas of Play except Greens, Tees, and Natural Growth Areas

Mowing - All fairways shall be mowed three times a week at a height of 1/2" during the active growing season and as needed for the balance of the year.

Aerification - All fairways and roughs shall be aerified a minimum of once per season. Aerification holes shall not exceed a spacing of three inches on center or be of a diameter of less than 1/2". Minimum penetration of two inches. For any areas through the golf courses where there is heavy traffic and where patterns are very concentrated, such as exist and entrance points of the cart paths, two or three supplemental core aerifications should be conducted annually during the growing season.

Fertilization - All fairways and roughs shall be fertilized at a rate of four to five pounds of nitrogen per 1,000 square feet on an annual basis. Soil analysis results (spring and fall) shall be used to determine other nutritional requirements.

Weed Control - Fairways shall be kept weed-free to an extent of at least 90 percent of the area by the proper application of approved herbicides.

Roughs - All rough areas are to be maintained at a maximum height of two inches and a minimum of one (1) mowing per week.

Landscape Areas - All Areas within Perimeter of Operations Planted with Ornamental Plants, Not Intended for Golf Play, and Having a Definable Border Clean-Up - All areas shall be maintained free of trash and debris such as paper, drinking cans, bottles, fallen limbs, and leaves.

Weed Control - All areas shall be maintained free of weeds or grass whether by mechanical or chemical means.

Trimming - The plant material (trees, shrubbery, and ground covering) shall be trimmed as necessary for protection from wind, insect damage, and for appearance.

Replacement - The plant material (trees, sod, shrubbery, annual plant material, and ground covering) shall be replaced as necessary to maintain a pleasing display to the public.

Trees - All Trees within the Perimeter of Operations Staking - All trees shall be staked as necessary to protect and establish sufficient size to stand unassisted.

Pruning - All trees shall be pruned as necessary for protection from wind and pests as well as for appearance.

Irrigation - All trees shall be watered to provide adequate moisture for proper growth.

Mowing - Mechanical removal of grass shall not be accomplished within one foot of the tree trunks.

Removal and Replacement - All damaged trees [that present a danger to personnel or the golf course](#) shall be removed ~~and replaced~~ by the ~~Lessee~~ [Town with the written approval of the Town Administrator within thirty \(30\) days unless determined differently by the City.](#) The Lessee shall coordinate with the [Town](#) tree warden to determine the type of tree [\(if any\)](#) which shall replace any trees damaged and replaced during the term of this Lease.

Irrigation - All Equipment Required to Irrigate All Areas of the Golf Course - Repair or replace all heads, valves, controllers, wiring, and pipe as needed to maintain the proper operation of the entire golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis.

The irrigation pumps shall be serviced and maintained on a regular basis as provided in the manufacturer's maintenance manual, but not less than twice per year. The Lessee will provide the Town a copy of service reports for its records. In the event replacement of pumps for delivery of irrigation water becomes necessary, such replacement in excess of the \$10,000.00 [annually](#) will be at the expense of the Town.

Fences - All Wood Fence or Chain-link Fence within the Boundaries of the Golf Course - Repair all broken or damaged fencing on a weekly basis. Replace all fences as needed within thirty (30) calendar days of determined replacement need as determined by the City.

Repair or replace all fences, gates, and locking devices needed for protection of the golf course or equipment immediately.

Edging - All edging of sidewalks, patios, and cart paths must be done on a weekly basis. Edging of trees, sprinklers, valve boxes, meter boxes, backflow preventer, etc., shall be done as needed to ensure that there is no obstruction of play from growth around these items.

Sand Traps - All sand traps shall be edged as necessary to maintain a neat lip, raked daily, and filled with fresh sand as needed to maintain an eight-inch depth on slopes and a six-inch depth in the bottom. Replacement sand will be specified and approved by the City.

~~**Color Areas** - Various planting areas throughout the course shall be regularly cultivated, weeded, and pruned on a regular basis, with at least two (2) replanting programs for annuals scheduled each year.~~

Construction and Remodeling - Any change in the physical characteristics of any area of the golf course such as addition or removal of sand traps, addition or removal of any hazards (water, trees, or native vegetation), regarding involving movement of soil exceeding 20 cubic yards in any single area, or the modification of any portion of the golf course or the buildings must be approved by the Town.

Programs - All programs for fertilization, chemicals, and top dressing formulations must be reviewed and approved by the Town prior to the application or use on the golf course

Trash and Debris Removal - Trash and debris removal will be at the Lessee's expense. The Lessee will take special care to ensure minimal problems for refuse odors, insects, etc. The Lessee is responsible and removing all litter and rubbish daily from the golf course.

Damage - The Lessee shall be responsible for drainage problems which may develop as a result of an act of nature. Repairs will be made to bare spots created through an act of nature and any wet spots which might be created. Damage reports including pictures should be made on any problems which might develop. The Lessee shall be liable from any damage done to the golf course, greens, tees, fairways, clubhouse and the entire premises through the use of Turf grass chemicals or the spillage of gasoline, oil, hydraulic fluid, etc., either through negligence or from leaking vehicles. In addition, the Lessee is responsible for personnel and/or equipment damaging of sprinkler heads.

Other - Lessee will be responsible for good appearance, mowing roughs and all unimproved areas as needed, spraying fairways, roughs, and fence lines for weed control, and soil testing for adequate analysis at least once per year.

Golf Course Supplies, Services, Islands, etc. - Lessee shall be responsible for supplying, repair or replacement of all flags and poles, ball washers, tee markers, benches, signs, water coolers, etc., as needed. If there is a question as to the condition of an item, the Town's opinion shall prevail.

CURRENT GREENS AND CART RENTAL FEES 2015

EXHIBIT No 3

	WEEKDAYS		WEEKENDS	
	STONEHAM RESIDENT	NON RESIDENT	STONEHAM RESIDENT	NON RESIDENT
<u>UNICORN</u>				
9 HOLES	\$19.00	\$21.00	\$20.00	\$22.00
SENIOR OVER 65 9 HOLES	\$14.00	\$16.00		
JUNIOR UNDER 18 9 HOLES	\$14.00	\$16.00		
STONEHAM VETERANS 9 HOLES				
<u>STONEHAM OAKS</u>				
9 HOLES	\$12.00	\$14.00	\$15.00	\$18.00
SECOND 9	\$10.00	\$10.00	\$10.00	\$10.00
SENIOR OVER 65 9 HOLES	\$12.00	\$14.00	\$13.00	\$16.00
JUNIOR UNDER 18 9 HOLES	\$12.00	\$14.00	\$13.00	\$16.00
AM SPECIAL	\$11.00	\$11.00		

CART FEES

9 HOLES	\$16.00
SECOND 9	\$16.00
PULL CARTS	\$3.00

Exhibit 4
List of Town of Stoneham Golf Course Equipment

2006 – JACOBSON GREENSMOWER – GOOD

1993 – JACOBSON GREENSMOWER – FAIR

1995 – JACOBSON TEE MOWER – FAIR

1985 – MASSEY FERGUSON TEE MOWER – GOOD

1990 – JOHN DEERE TEE MOWER – GOOD

2000 – LF 3400 FAIRWAY MOWER – FAIR

2015 – JACOB LF 550 FAIRWAY MOWER – EXCELLENT

2012 – CLUB CART – GOOD

2013 – CLUB CART – GOOD

2004 – EZ GO CART – GOOD

2006 – KUBOTA UTILITY CART – GOOD
WITH 2015 SPRAGER ATTACHED – EXCELLENT

1993 – CUSHMAN TRUCKSTER – POOR
WITH 2000 TOP DRESSER – POOR

1993 – FIRE – POOR

1985 – FAIRWAY AERNTOR – FAIR

1990 – VERTI DRAIN AERATOR – FAIR

1999 – POWER WASHER – POOR

1999 – BUNKER RAKE – FAIR

1995 – FORD DUMP TRUCK – FAIR

1 REEL GRINDER – FAIR

1 UNIT SHARPENER – FAIR

1993 – VICON SPRENDER – GOOD

1993 – PRESTICIDE BUILDING – GOOD

2002 –FORD F350 PICKUP TRUCK
WITH 80 GALLON DIESEL TANK –GOOD

**Golf Courses Revenue Chart
Exhibit 5**

Fiscal Year	Combined Revenues Unicorn/Oaks	Revenues Unicorn Golf Course	Revenues Oaks Golf Course
FY1999	\$994,990	\$784,026	\$210,964
FY2000	\$942,779	\$747,366	\$195,413
FY2001	\$879,259	\$701,199	\$178,060
FY2002	\$931,165	\$748,742	\$182,423
FY2003	\$880,553	\$696,802	\$183,751
FY2004	\$914,517	NA	NA
FY2005	\$857,619	NA	NA
FY2006	\$779,374	\$643,390	\$135,984
FY2007	\$672,581	\$524,878	\$147,703
FY2008	\$671,835	\$526,560	\$145,275
FY2009	\$666,060	\$537,462	\$128,598
FY2010	\$582,597	\$469,483	\$113,114
FY2011	\$455,426	\$365,964	\$89,462
FY2012	\$437,300	\$354,022	\$83,278
FY2013	\$413,064	\$332,853	\$80,211
FY2014	\$437,358	\$366,283	\$71,075
FY2015	\$534,141	\$453,651	\$80,490

**Exhibit #6
Budget and Actuals 2008-2016**

	FY08 EXPENDED	FY09 EXPENDED	FY10 EXPENDED	FY11 EXPENDED	FY12 EXPENDED	FY13 EXPENDED	FY14 EXPENDED	FY15 EXPENDED	FY16 BUDGET	
Personnel										Personnel
111 Full-Time Employees	\$180,339	\$192,574	\$193,607	\$149,184	\$147,205	\$144,520	\$131,211	\$100,818	\$104,691	111 Full-Time Employees
121 Part-Time Employees	\$26,875	\$33,006	\$25,268	\$22,968	\$26,202	\$23,024	\$29,808	\$36,888	\$34,326	121 Part-Time Employees
131 Overtime	\$2,137	\$0	\$3,428	\$617	\$0	\$0	\$0	\$0	\$0	131 Overtime
171 Health Ins	\$35,109	\$34,336	\$0	\$0	\$0	\$0	\$0	\$0	\$0	171 Health Ins
Total Personnel	\$244,459	\$259,916	\$222,303	\$172,769	\$173,408	\$167,544	\$161,019	\$137,706	\$139,017	Total Personnel
Contractual Services										Contractual Services
240 Repairs & Maintenance	\$0	\$466	\$0	\$1,261	\$791	\$1,086	\$4,743	\$2,037	\$1,000	240 Repairs & Maintenance
270 Rentals & Leases	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	270 Rentals & Leases
290 Other Property Service	\$2,562	\$2,758	\$2,743	\$1,000	\$0	\$179	\$613	\$1,493	\$750	290 Other Property Service
302 Advertising	\$1,929	\$4,084	\$0	\$0	\$0	\$0	\$0	\$0	\$0	302 Advertising
318 Recreation Management	\$107,959	\$107,937	\$106,925	\$101,066	\$106,439	\$107,396	\$111,363	\$118,296	\$116,700	318 Recreation Management
380 Other Purchase Service	\$1,300	\$0	\$2,000	\$0	\$0	\$911	\$246	\$504	\$0	380 Other Purchase Service
382 Printing Services	\$2,268	\$700	\$0	\$1,247	\$1,833	\$625	\$1,132	\$75	\$500	382 Printing Services
Total Contract Services	\$116,018	\$115,945	\$111,668	\$104,574	\$109,063	\$110,197	\$118,097	\$122,405	\$118,950	Total Contract Services
Fixed Charges										Fixed Charges
212 Electricity	\$16,969	\$21,800	\$16,409	\$16,615	\$16,341	\$15,065	\$16,925	\$20,537	\$16,500	212 Electricity
213 Gas	\$7,801	\$6,600	\$4,829	\$5,734	\$3,602	\$4,589	\$5,900	\$6,132	\$5,800	213 Gas
231 Water	\$63,674	\$65,285	\$51,205	\$255	\$64,381	\$54,274	\$68,930	\$70,897	\$70,000	231 Water
232 Telephone	\$996	\$1,148	\$984	\$865	\$1,000	\$1,000	\$1,000	\$1,068	\$1,000	232 Telephone
Total Fixed Charges	\$89,440	\$94,833	\$73,428	\$23,469	\$85,324	\$74,928	\$92,755	\$98,634	\$93,300	Total Fixed Charges
Supplies										Supplies
420 Office Supplies	\$793	\$673	\$282	\$438	\$59	\$583	\$10	\$0	\$500	420 Office Supplies
430 Building Maintenance	\$2,565	\$7,128	\$5,930	\$3,771	\$3,562	\$4,017	\$1,918	\$1,698	\$3,000	430 Building Maintenance
450 Custodial	\$810	\$1,250	\$847	\$753	\$1,224	\$1,196	\$939	\$1,116	\$700	450 Custodial
460 Groundskeeping	\$47,724	\$60,648	\$48,982	\$35,934	\$44,334	\$63,724	\$48,207	\$33,298	\$35,000	460 Groundskeeping
480 Vehicular	\$29,587	\$23,197	\$12,005	\$11,148	\$12,298	\$13,228	\$10,203	\$4,730	\$12,000	480 Vehicular
481 Gasoline	\$9,709	\$9,165	\$10,601	\$9,696	\$11,618	\$7,957	\$9,300	\$0	\$9,300	481 Gasoline
Total Supplies	\$91,188	\$102,062	\$78,647	\$61,740	\$73,096	\$90,704	\$70,577	\$40,842	\$60,500	Total Supplies
Other Charges										Other Charges
710 In-State Travel	\$577	\$411	\$0	\$298	\$0	\$0	\$0	\$0	\$0	710 In-State Travel
730 Dues & Subscriptions	\$1,034	\$1,055	\$311	\$556	\$755	\$1,096	\$400	\$362	\$300	730 Dues & Subscriptions
780 Other Unclassified	\$921	\$2,438	\$1,541	\$1,539	\$1,719	\$3,266	\$482	\$1,016	\$2,800	780 Other Unclassified
Total Other Charges	\$2,532	\$3,904	\$1,852	\$2,394	\$2,474	\$4,362	\$882	\$1,378	\$3,100	Total Other Charges
Total Operating	\$299,177	\$316,743	\$265,596	\$192,177	\$269,957	\$280,192	\$282,312	\$263,259	\$275,850	Total Operating
Department Total	\$543,637	\$576,659	\$487,898	\$364,946	\$443,364	\$447,735	\$443,331	\$400,965	\$414,867	Department Total

UNICORN ROUNDS TOTAL GOLF SEASON 2015

EXHIBIT No 7

UNICORN

<u>Date</u>	<u>Non Res</u>	<u>Res</u>	<u>Jr Non Res</u>	<u>Sr Non Res</u>	<u>Jr Res</u>	<u>Sr Res</u>	<u>Totals</u>
April Totals	366	193	0	144	1	232	936
May Totals	1,785	1,228	1	700	2	916	4,632
June Totals	1,667	1,098	111	789	23	844	4,532
July Totals	1,688	1,059	12	807	8	1,263	4,837
August Totals	1,564	1,044	48	433	30	893	4,012
Sept Totals	1,015	563	0	302	1	698	2,579
Oct Totals	67	41	0	15	0	35	158
YTD Totals 4/21- 10/4/2015	8,152	5,226	172	3,190	65	4,881	21,686

OAKS ROUNDS TOTAL GOLF SEASON 2015

EXHIBIT No 7

STONEHAM OAKS

<u>Date</u>	<u>Res AM</u>	<u>Non Res AM</u>	<u>Non Res Senior</u>	<u>Res Senior</u>	<u>Non Res</u>	<u>Res</u>	<u>Non Res Junior</u>	<u>Res Junior</u>	<u>2nd Nine</u>	<u>Totals</u>
May Totals	96	234	201	91	14	162	17	80	229	1,124
June Totals	144	293	226	67	22	238	6	65	347	1,408
July Totals	249	264	123	118	57	268	10	104	437	1,630
August Totals	267	320	71	55	7	531	2	169	469	1,891
Sept Totals	123	225	5	34	3	249	1	119	329	1,088
Oct Totals	0	12	0	3	0	30	0	7	25	77
YTD Totals 5/5/15-10/4/15	879	1,348	626	368	103	1,478	36	544	1,836	7,218

EXHIBIT 8-7

REQUEST FOR PROPOSALS UNDER A FULL LEASE AGREEMENT TO PROVIDE PROFESSIONAL MANAGEMENT, OPERATIONS AND MAINTENANCE FOR THE STONEHAM UNICORN AND STONEHAM OAKS MUNICIPAL GOLF COURSES AND ASSOCIATED FACILITIES

Lease Terms and Conditions-Additional

The Lease which will be forwarded to the successful bidder pursuant to this RFP shall, in addition to the substantive provisions resulting from the RFP process which will be included in the Lease by the Town, will also include the following terms and conditions, which are in addition to the term and conditions set out in in the RFP, including Section 12 of the RFP, which shall also be included in the Lease, unless the Town by and through its Town Administrator otherwise determines, as well as such other terms and conditions as reasonably determined by the Town Administrator consistent with this RFP. All such terms and conditions are agreed upon by the Bidders by submitting a Proposal in response to the RFP.

Compliance with Applicable Federal, State and Town Laws, Bylaws and Orders

The Lessee shall be responsible to keep itself fully informed of all applicable federal, state and town laws, bylaws, and regulations, as the same exist or hereinafter may be amended, of any manner affecting its performance of this Lease and its operations hereunder, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Lessee shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with, all such existing and future laws, bylaws, regulations, orders and decrees; and shall hold harmless, defend, and indemnify the Town and its officers and agents against any claim or liability arising from any alleged or actual non-compliance, whether by Lessee or Lessee's agents or employees.

Wherever applicable law mandates the inclusion of any term and provision into a municipal Lease, this Section shall be understood to import such term or provision into this Lease. To whatever extent any provision of this Lease shall be inconsistent with any law or regulation limiting the power or liability of towns, such law or regulation shall control.

The Lessee shall comply with all federal, state and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Lease, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply

of such Work. The Lessee shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Lessee to comply with the previous sentence.

National Park Service Land and Water Conservation Fund Agreement – The Unicorn and Oaks golf courses are subject to a Land and Water Conservation Fund State Assistant Program Agreement as a result of some initial funding to the Town by the Bureau of Outdoor Recreation of the United States Department of Interior. The applicable provisions of the National Park Service's Land and Water Conservation Fund State Assistance Program, including as set out in the Federal Financial Assistance Manual, Volume 69 (Effective Date: October 1, 2008), CHAPTER 8 - POST-COMPLETION AND STEWARDSHIP, Section D, Leasing and Concession Operations Within a Section 6(f) (3) Area (a portion of Pages 8-2 and 8-3), are incorporated into the Lease and the provisions thereof shall be specifically listed in the final Lease document. (Web Link: <http://www.nps.gov/nrcr/programs/lwcf/manual/lwcf.pdf>), including:

1. In order to protect the public interest, the project sponsor must have a clear ability to periodically review the performance of the lessee/concessioner and terminate the lease/agreement if its terms and the provisions of the grant agreement, including standards of maintenance, public use, and accessibility, are not met.

2. The lease/agreement document should clearly indicate that the leased/concessioned area is to be operated by the lessee/concessioner for public outdoor recreation purposes in compliance with provisions of the Land and Water Conservation Fund Act and implementing guidelines (36 CFR 59). As such, the document should require the area be identified as publicly owned and operated as a public outdoor recreation facility in all signs, literature and advertising, and is operated by a lessee/concessioner as identified in the public information to eliminate the perception the area is private.

3. The lease/agreement document should require all fees charged by the lessee/concessioner to the public must be competitive with similar private facilities.

4. The lease/agreement document should make clear compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, and Americans with Disabilities Act) is required, and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.

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Licenses and Permits

The Lessee shall secure and maintain in force all licenses and permits by any federal, state or Town of Stoneham agency, department or official, required to perform any and all services required by the RFP and this Lease. Failure to obtain and maintain any required licenses and/or permits shall give the Town the right to suspend (or void, if necessary) the Lease other than the rental payments to the Town and the insurance and indemnification requirements of the Lease.

Maintenance, Repairs, etc.

Lessee shall maintain in good condition and order reasonable wear and ~~tear~~ ~~excepted~~ ~~tear excepted~~, the Leased Premises and shall keep sanitary and free of debris ~~an~~ ~~and~~ area of fifty-foot (50') radius adjacent to the Leased Premises. The Lessee shall accept all properties, facilities, and equipment "as is" in their presently existing condition. Throughout the term of this Lease, the Lessee agrees to maintain the structural, non-structural and mechanical components, including but not limited to any sprinkler systems and any heating or air conditioning systems, grease trap and water irrigation systems, in the same condition as they are in on the commencement date of the Lease or as they may be put in during the term of this Lease, reasonable wear and tear or damage excepted.

See also the RFP, including Section 12 of the RFP.

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The Lessee shall not permit the Leased Premises to be damaged, stripped or defaced, nor suffer any waste.

The Lessee shall not overload the electrical wiring serving the Leased Premises or within the Leased Premises and shall install, at its own expense, but only after receiving the written approval of the ~~LESSOR~~ Lessor, any additional electrical wiring which may be required in connection with Lessee's operations.

The Lessee agrees to vacuum the Leased Premises ~~on a daily basis as needed~~ and to shampoo any the carpet in the Leased Premises ~~as needed~~ ~~three (3) times yearly or on a more frequent basis should the Town determine that more frequent shampooing is required.~~

The Lessee shall save the Town, its officials, employees and/or agents harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow or ice from the Leased Premises, including the roof of the any building or by any nuisance made or suffered on the Leased Premises.

| The Lessee shall provide implement a written formal sanitation program which meets or exceeds the minimum requirements of all state, federal or Town (including Board of Health) requirements regarding food and beverage service.

The Lessee shall have any portion of the Leased Premises exterminated if deemed necessary by the Board of Health.

Representatives and agents of the Stoneham Board of Health, Fire Department and the Building Inspector shall have the right to Leased Premises, as needed, for public health and safety reasons. Subject to the need to protect the public health and safety, such Town representatives and agents will, if practicable attempt to provide such notice, if any, that would generally be attempted in such situations and matters by said representatives and agents.

The Lessee shall be responsible for maintaining all furniture on the Leased Premises in a neat, clean and attractive condition.

If after written request of the Town to the Lessee to perform necessary repairs and maintenance, said repairs and maintenance are not commenced and completed within a reasonable period of time under the circumstances, and at the sole discretion of the Town, the Town may undertake repair or maintenance of the Leased Premises which is the responsibility of the Lessee. In the event that the Town, at its sole discretion, elects to undertake any such repair or maintenance, the Lessee shall bear the full cost for said repair or maintenance, including, but not limited to, the cost for labor and materials. Failure of the Lessee to pay for the full cost of said repair and maintenance within ten (10) days of being billed for same, shall subject the Lessee to all the rights and remedies available to the Town, including acting against the Performance Bond or other security authorized by the Town.

Lessee shall provide, at its own expense, reasonable heat and air conditioning to the Leased Premises.

The Lessee shall, at its sole expense, repair or replace as may be required, all electrical or incandescent light bulbs or fluorescent tubes or other lighting devices located within the Leased Premises.

The Lessee shall be responsible for all disposal and removal of trash and food waste from the Leased Premises. Such responsibility shall include recycling, composting and trash disposal and removal from the Leased Premises. The Lessee shall provide and maintain appropriate receptacles for initial disposal by the public and invitees at appropriate locations on the Leased Premise.

The Lessee shall be responsible for the provision and cost of any and all required dumpsters, which shall be located in an area(s) approved by the Town Administrator or his/her designee. No trash, refuse or other waste shall be

allowed to accumulate as to constitute an unsightly appearance or smell on or in the Leased Premises or so as to constitute a fire or health hazard.

The Lessee shall provide appropriate receptacles for temporary storage of recyclable materials, including, but not limited to, cans and bottles. Said receptacles shall be appropriately designed and constructed to handle the types of recycled materials stored therein and their appearance shall to the extent reasonable possible not be detrimental to the Golf Courses. Containers must be made of rodent-proof material, such as metal or plastic, and of sufficient strength to bear the weight of stored material without cracking or breaking and to resist puncturing by normal deposit of materials.

Receptacle construction and placement must pose no danger to the public, and shall comply with all building and fire codes. Receptacles shall be topple-proof at full load. Prior to the installation of any such receptacles, the Lessee shall obtain prior written approval for the proposed design and location of said receptacles from the Town Administrator or his/her designee.

The area surrounding the receptacles for temporary storage of recyclable materials shall be maintained in a clean and sanitary manner at all times. No recyclable materials shall be allowed to accumulate around any receptacle or to overflow from any receptacle.

The Lessee shall be solely responsible for all glass in or within the Leased Premises.

The Lessee shall be responsible for the repair and replacement of any broken or cracked windows, at its own cost. The ~~LESSEE~~ Lessee shall also be responsible for assuring that all such windows are cleaned, both the interior and exterior side as needed or on a regular basis.

Alterations and Additions

The Lessee shall not make any alterations or additions to the Leased Premises without first obtaining the written consent of the Town. Consent will not be unreasonably withheld by the Town. Wherever consent is required, it shall include approval of plans and contractors. All such allowed alterations shall be made at Lessee's expense, in compliance with all applicable federal, state and Town statutes, bylaws and regulations, and shall be of good quality. Except as set forth below, any alterations or improvements made by the Lessee which are permanently affixed to the ~~Demised~~ Leased Premises or affixed in a manner so that they cannot be removed without defacing or damaging the Leased Premises shall become property of the Town at the termination of the Lease. Trade fixtures as defined below shall be removed by the Lessee at the end of the term of the lease. Lessee shall repair to the satisfaction of the Lessor, any damage to the

Leased Premises caused by the removal of said trade fixtures. Structural alterations, mechanical and electrical alterations, and all other alterations made by Lessee, with the Town's approval, such approval shall not be unreasonably withheld by the ~~Lessor~~, Lessee; in preparing the Leased Premises for Lessee's use shall not be removed. For the purposes of this Lease, the term "trade fixtures" shall refer to all equipment, machinery and any similar items which Lessee installs in the Premises, regardless of whether such equipment is attached to the Premises, and would qualify as a fixture under Massachusetts real property law. Included, among Lessee's trade fixtures without limitation of the generality of the foregoing, are refrigerators and freezers, ovens, stoves, ranges, disposals, grills, dishwashers, steam tables, counters, hoods, mixers, kitchen sinks, and light fixtures. In the event that Lessee installs trade fixtures (hereinafter "additional trade fixtures"), Lessee shall maintain an inventory of such additional trade fixtures and may remove such additional trade fixtures at the end of the term of this Lease.

The Lessee shall not permit any mechanics, liens or similar liens, to remain upon the Leased Premises for labor and material furnished to the Lessee or claimed to have been furnished to the Lessee in connection with work of any character performed or claimed to have been performed at the direction of the Lessee or otherwise for the Lessee, and shall cause any such lien to be released of record forthwith without cost to the Town.

Environmental

The Lessee shall be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or matters as may now or at any time hereafter be in effect.

Lessee agrees to hold harmless and indemnify the Town from and to assume all duties, responsibilities, and liabilities at its sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to: (i) Lessee's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, and (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the activities conducted by the Lessee on the Leased Premises, unless the environmental conditions are caused by the Town.

The indemnifications of this Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of the Leased Premises conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Lease.

Town's Access as Lessor

The Town and/or its agents may, at all reasonable times, enter upon the Leased Premises for the purpose of access to common areas in and around the Leased Premises.

The Town as lessor, or agents of [the](#) Town as such, at reasonable times, and on at least twenty-four (24) hours advance notice by Lessor, which notice shall not be required to be in writing, shall be permitted to enter upon the Leased Premise to examine the condition thereof; to make repairs, alterations and additions as Lessor should elect to do, to show the Leased Premises to others, and at any time and on at least twenty-four (24) hours advance notice by Town which notice shall not be required to be in writing, within twelve (12) months before the expiration of any lease term, and for such purposes, the Town and any prospective lessees or purchasers accompanying the Town a right of access to the Leased Premises. In no event shall Lessor be required to give notice to gain access in the case of an emergency.

The Town reserves the right to enter the property and conduct surprise cash counts and or inspections consistent with the recommendations of the Massachusetts Inspector General's office.

Food – Snack Bar and Concessions

Operators should use good business judgment with respect to the type and quality of concession and vending products. Additionally, the following requirements shall apply:

All products must meet all requirements of applicable federal, state and town laws, bylaws and regulations, including with respect to health and safety;

All products must be fresh and shall not be sold after any printed or applicable expiration date.

The Town through its agent(s), including the Board of Health and its health agent, shall have the right at any reasonable time to inspect or have tested any product of the Lessee, and the Lessee shall fully cooperate with the Town and its agent(s) in such inspection or testing.

Food shall be, attractively presented, varied sufficiently to avoid boredom, presented with sufficient alternatives to allow for individual differences in tastes, and must include some "healthier" food items, such as bottled water, juice and "nutritional bars".

Any disposable products used on the Leased Premises shall, if reasonably feasible, be made from recyclable materials and shall be recyclable and biodegradable.

Certain Standards and Prohibitions Relevant To The Lease Premises

All merchandise sold at the Golf Courses shall be of good quality.

No electronic games shall be installed in the Golf Courses buildings.

Gambling and card playing shall be prohibited.

There shall be no smoking in any building located on the Golf Courses subject to this Agreement. The Town reserves the right to prohibit smoking on the Golf Courses.

The Leased Premises shall be used in a dignified manner.

The Lessee shall not permit any disorderly conduct in the leased area, and if the Lessee cannot prevent or stop disorderly conduct, the Lessee shall call the Stoneham Police Department to notify the Police Department of the relevant facts and circumstances.

No entertainment shall be permitted on the Leased Premises without the Lessee obtaining the appropriate entertainment licenses from the Board of Selectmen as the licensing authority for entertainment licenses. Nothing in this Lease shall require the Board of Selectmen, as such licensing authority to grant an entertainment license for any proposed entertainment requiring such.

No trade or occupation other than the golf related accessory uses specifically allowed pursuant to the RFP and this Lease shall be conducted on or in the Leased Premises, nor may any use made of the Leased Premises which will be unlawful, improper, noisy or offensive, or contrary to any federal, state or Town statute, bylaw or regulation.

Responsibility For Costs - Lessee

Lessee shall be solely responsible for any and all costs relating to the operation of the Leased Premises including, but not limited to, the costs of equipment, materials, supplies, repairs, taxes, licensing fees, attorney's fees, all food items, housekeeping supplies, light bulbs, clocks, decorations, dishwasher supplies, glassware and china, utensils, pots & pans, insurances, office supplies, sanitation supplies, food service equipment rental, food utensils, paper supplies, menu paper and printing, telephone service, Internet Service, cable television, and printing costs.

Hours And Days Of Operation

The Lessee shall make no changes in scheduled seven (7) days per week from dawn to dusk operations for the Golf Courses, unless specifically agreed upon in writing by the Town in its sole discretion.

It is understood by and between the parties that the operation of the Leased Premises may be affected by weather conditions and that, by mutual agreement of the Lessee and the Town Administrator or his/her designee, the Lessee's hours of operation on any given day may be less than, or greater than, that which is set forth above; subject to any restrictions as may be placed upon the Lessee by local licensing authorities, which restrictions may, under no circumstances, be waived or altered by the parties hereto.

Greens and Cart Fees

See Section 1.0 of RFP.

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Assignment, Sublease, Successors

The Lessee shall not, in whole or in part: (a) assign or otherwise transfer any interest, including but not limited to, any monies payable under this Lease or any claim thereto; (b) assign any obligations, responsibilities, or liabilities under this Lease, nor (c) sublease or delegate any of the services to be provided under this Lease, without the prior written approval of the Town. No sublease or delegation shall relieve or discharge the Lessee from any obligation or liability under this Lease, except as specifically set forth in the instrument of approval at the Town's sole discretion. All such subleases, if allowed by the Town, shall be in writing and contain provisions that are functionally identical to, and consistent with, the provisions of this Agreement. The Town shall be provided with a copy of the sublease upon request. This Lease shall be binding upon the Lessee and assigns, transferees, and/or successors in interest.

Termination and Default

If the Lessee is determined by the Town to be in default of any term or condition of this Lease, the Town may terminate this Lease on seven (7) days notice by

providing notice to the Lessee, which shall be in writing and shall be deemed delivered and received when given in person to the Lessee, or when received by express mail, certified mail return receipt requested, or delivered by any other appropriate method evidencing actual receipt by the Lessee (refusal of the Lessee to accept or pick-up the notice shall be deemed to be receipt by the Lessee).

Default. The following shall constitute events of a default under the Lease:

- 1) any material misrepresentation made by the Lessee to the Town;
- 2) any failure to perform any of its obligations under this Lease including, but not limited to, the following:
 - (i) failure to commence performance of this Lease at the time specified in this Lease;
 - (ii) ~~failure to timely make a rent or other payment under the Lease;~~
 - (iii) failure to perform this Lease with sufficient personnel and equipment or with sufficient material to ensure the reasonable operation of the Golf Courses and associated facilities in and compliance with the terms of this Lease;
 - (iv) failure to perform under this Lease in a manner reasonably satisfactory to the Town;
 - (v) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous;
 - (vi) discontinuance of the services under this Lease by the Lessee;
 - (vii) failure to comply with a material term of this Lease, including, but not limited to, the provision of insurance;
 - (viii) any other acts specifically and expressly stated in this Lease as constituting a basis for termination of this Lease, or
 - (ix) failure to comply with any and all requirements of federal, state or Town law, bylaws or regulations.
 - (x) the Lessee ~~filing~~ a voluntary petition in bankruptcy or ~~being~~ adjudicated a bankrupt or insolvent, or filing any petition or answer seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal,

state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or seeking, consenting to ~~eracquiessing~~ or acquiescing in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties, or of the Leased Premises, or making any general assignment for the benefit of creditors.

- (xi) any court enters an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain un-vacated or unstayed for an aggregate of sixty (60) days.

Suspension or Delay

The Town may order the Lessee, in writing, to suspend, delay or interrupt all or any part of the services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Lessee's compensation shall be equitably adjusted. No adjustment shall be made if the Lessee is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Lease is applied to render an equitable adjustment.

The Lessee's Breach and the Town's Remedies

Failure of the Lessee to comply with any of the terms or conditions of this Lease shall be deemed a material breach of this Lease, and the Town shall have all the rights and remedies provided in the Lease or under applicable law, including the right to cancel, terminate, or suspend the Lease in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Lease, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above. From any sums due to the Lessee for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Lessee in providing services as provided in this Lease.

The Town shall have the right, but shall not be required, to pay such sums or do any act that requires the expenditure of moneys that may be necessary by

reason of the failure or neglect of the Lessee to perform any of the provisions of this Lease, and in the event of the exercise of such right by the Town, the Lessee agrees to pay to the Town forthwith upon demand the cost of performing the same, plus an administrative charge (covering overhead and profit) not to exceed fifteen percent (15%) of such cost; and if the Lessee shall default in such payment, the Town shall have the same rights and remedies as the Town has hereunder for the default of the Lessee.

Each right and remedy of the Town provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Town or of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous exercise by the Town of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

The provisions of this Section and these Paragraphs will survive the expiration or termination of this Lease.

Conflict of Interest

Both the Town and the Lessee acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Lease expressly prohibits any activity which shall constitute a violation of that law. The Lessee shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Lease; and by executing the Lease documents, the Lessee certifies to the Town that neither it nor its agents, employees are thereby in violation of General Laws Chapter 268A.

Certification of Tax Compliance

Certificate of Tax Compliance, as required by General Laws Chapter 62C, Section 49A signed by the Lessee is attached hereto and incorporated herein.

Non-Discrimination/Equal Employment Opportunity

The Lessee shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal and state statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. The

Lessee shall not discriminate against any qualified employee or applicant for employment in violation of any of the above referenced provisions or requirements. The Lessee shall fully cooperate with the Town and any federal, state or local agency or entity with respect submitting any reports or other information required by said agency or entity with respect to non-discrimination and equal employment opportunity or any issue or matter related thereto.

Condition of Enforceability Against the Town

This Lease is only binding upon, and enforceable against, the Town ~~if~~if the Lease is signed by the Town Administrator and approved as to legal form by the Town Counsel.

Authority of the Lessee To Enter Into This Lease

The Town may, in its discretion, require a Lessee to provide certification, acceptable to the Town, regarding the authority of the party signing the Lease for said entity to do so. This Lease shall not be enforceable against the Town if the Town so requests and the Lessee fails to comply with this section. The Lessee, if a foreign corporation, shall file with the Secretary of State a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Lessee shall comply with all the laws of the Commonwealth.

Lessee's Personnel

The Lessee shall utilize only its employees and shall not utilize any third-party Lessees without prior written approval of the Town.

The Lessee shall employ and retain only competent personnel with respect to its obligations pursuant to this Lease. It shall be the responsibility of the Lessee to provide training for all employees of the Lessee.

At the request of the Town Administrator, the Lessee shall consult with the Town to resolve any situation in which a member of the Lessee's personnel is failing to perform to a reasonable and/or professional standard. The Town may require replacement of any member of the Lessee's personnel upon reasonable notice to the Lessee.

In the event that at any time any key personnel shall no longer be employed or otherwise retained by the Lessee, the Lessee shall use its best efforts to engage the services of a similarly qualified individual. If a permanent replacement for such individual is not employed or otherwise retained by the Lessee within forty-five (45) days following the date on which the prior personnel left the Lessee, at the request of the Town Administrator, shall meet with Town representative(s) to

determine how the Lessee will address the matter and meet its obligations under this Lease. –During such interim period of time, the Lessee shall provide a qualified temporary replacement to perform said duties.

Employees of the Lessee shall wear identification badges or some other item so that the public can visually determine their employment by or duties at the Golf Courses.

Liability of Public Officials

To the full extent permitted by law, no official, employee, agent or representative of the Town shall be individually or personally liable on any obligation of the Town under this Lease.

Indemnification

The Lessee shall indemnify, defend and save harmless the Town, the Town's officials, employees, agents and representatives, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Lessee, its employees, agents, sublessees, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Lessee further agrees to reimburse the Town for damage to its property caused by the Lessee, its employees, agents, or sublessees, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his/her, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The Lessee further agrees to indemnify and hold harmless the Town, including its officials, employees, agents and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Lessee, any sublessee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Lessee shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission,

neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

In any and all claims against the Town or any of its officials, agents or employees by any employee of the Lessee, any sublessee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Lessee or any sublessee under Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

The Lessee hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Lessee's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Lessee or of any sublessee or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Lease.

The foregoing provisions shall not be deemed to be released, waived, limited or modified in any respect by reason of any surety or insurance provided by the Lessee under the Lease.

The provisions of this Section and these Paragraphs will survive the expiration or termination of this Lease.

Insurance

See Sections [12.9](#) and [12.10](#) of the RFP.

The intent of the minimum insurance requirements is to specify minimum coverage and minimum limits of liability acceptable under this Lease. However, it shall be the Lessee's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

The Town does not and will not insure the Lessee's personal property and inventory, including, but not limited golf and other equipment and goods at the Pro Shops, located at the Golf Courses, including at or in the associated facilities. The Lessee shall insure such personal property and inventory so as to protect its financial interests.

During any construction or similar work on the Leased Premises undertaken by or for the Lessee, Lessee shall require the contractors and their subcontractors

to maintain adequate liability and Workers' Compensation insurance in accordance with statutory minimum requirements set out in this Lease for the Lessee, and if required by the Town, builder's risk insurance shall also be provided. The Town Administrator must be notified of any such construction or similar work before its commencement for review and approval/denial by the Town and if the work is approved, the Town must be added as an additional insured to any and all liability and builder's risk policies required pursuant hereto.

Failure to provide and continue in force such insurance during the period of this Lease shall be deemed a material breach of this Lease, shall be the basis for immediate suspension of golfing at the Golf Courses, without relieving the Lessee of its Lease obligations, including the payment of rent. If said failure to maintain insurance continues, the Town shall have the right to terminate the Lease as set out in this Lease above.

The provisions of this Paragraph will survive the expiration or termination of this Lease.

Fire, Casualty and Eminent Domain

Should a substantial portion of the Leased Premises or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Town, at its sole option, may elect to terminate this Lease. In the event a substantial portion of the Leased Premises shall be taken by eminent domain, the Lessee at its sole option, exercised by written notice to [the](#) Town within sixty (60) days after Lessee is deprived of the space so taken, may terminate this Lease. When fire or other unavoidable casualty or taking renders the Leased Premises substantially unsuitable for its intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this Lease if:

- (a) The Town fails to give written notice within sixty (60) days after such casualty of its no intention to restore the Leased Premises or provide alternate access, if access has been taken or destroyed; or
- (b) If the Town gives notice of its intention to restore and the Town fails to restore the Leased Premises to a condition substantially suitable for their intended use or fails to provide alternate access within one hundred eighty (180) days of such fire or other unavoidable casualty, or taking.

The Town reserves, and the Lessee grants to the Town, all rights which the Lessee may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damages specifically awarded on account of the Lessee's fixtures, property or equipment including moving expenses and other expenses provided to the Lessee pursuant to G.L. c. 79A.

Mortgages, Assignments and Subleases by Lessee

Lessee's interest in this Lease may not be mortgaged, encumbered, sublet, assigned or otherwise transferred, or made the subject of any license or other privilege, by Lessee or by operation of law or otherwise, and the Leased Premises may not be sublet, as a whole or in part, without the written approval of the Town, which approval shall be in the sole discretion of the Town. In the event such approval was given by the Town, from and after any such sublease, assignment or transfer, etc., the obligations of each such assignee, sublessee and transferee, etc. and of the original Lessee named as such in this Lease to fulfill all of the obligations of Lessee under this Lease shall be joint and several. Lessee shall pay all reasonable costs incurred by Town in connection with any requests by Lessee for Town's consent to any such proposed action by Lessee. No assignment, sublease or transfer of any interest in this Lease, or any part thereof and no execution and delivery of any instrument of assumption shall in any way affect or reduce any of the obligations of Lessee under this Lease, but this Lease and all of the obligations of Lessee under this Lease shall continue in full force and effect as the obligations of a principal.

Each violation of any of the covenants, agreements, terms or conditions of this Lease, whether by act or omission, by and of Lessee's permitted encumbrancers, assignees, transferees, licensees, grantees of a privilege, sub-tenants or ~~occupants~~occupants shall constitute a violation thereof by Lessee.

Surrender of the Leased Premises

Lessee shall, upon any expiration or earlier termination of this Lease, remove all of Lessee's goods and effects from the Leased Premises. Lessee shall peaceably vacate and surrender to the Lessor the Demised Premises and deliver all keys, locks thereto, and other fixtures connected thereto, unless the Town requests removal of the same, and all alterations and additions made to or upon the Leased Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by insured fire or other unavoidable casualty or taking or condemnation by public authority excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Leased Premises, the Town is hereby authorized, without liability to Lessee for loss or damage thereat, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under the Town's control or to sell at public or private sale, after ten (10) days' notice to Lessee at its address last known to the Town, 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.

No surrender to the Town of this Lease or of the Leased Premises or any part thereof or of any interest therein by Lessee shall be valid or effective unless

required by the provisions of this Lease or unless agreed to and accepted in writing by the Town Administrator in writing. No act on the part of any representative or agent of the Town, and no act on the part of the Town or other than such a written agreement and acceptance by the Town Administrator, shall constitute or be deemed an acceptance of any such surrender.

Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Lessee under this Lease are to be kept confidential and shall not be made available to any individual or organization by the Lessee (except agents, servants, or employees of the Lessee) without the prior written approval of the Town, except as otherwise required by law. The Lessee shall comply with the provisions Chapter 66A of the General Laws of Massachusetts (Public Records Law) as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Lease shall not be subject to copyright, except by the Town. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Lease.

The Lessee shall at all times, during or after termination of this Lease, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Lease to the press or issues any material for publication through any medium.

No Employment

The Lessee acknowledges and agrees that it is acting as an independent Lessee for all services rendered pursuant to this Lease, and neither the Lessee, nor its employees, agents, servants nor any person for whose conduct the Lessee is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Lease.

Lease Payment Schedule

The payment schedule for the Fixed Rent and the Percentage of Gross Revenue payments shall be made bi-annually as follows and due 30 days after the 6 month period are as follows:

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Fixed Rent payment to the Town of \$25,000 shall be made in two equal installments; first payment of \$12,500 by June 1 and second payment of \$12,500 by October 1 each year starting in 2016.

Percentage of Gross Revenue payments to the Town shall be made bi-annually, based on gross revenue generated in the prior 6 months, January-June on August 1 and July-December on February 1.

<u>Bi-annually</u>	<u>Due Date</u>
<u>January 1st – June 30th</u>	<u>August 1st</u>
<u>July 1st – December 31st</u>	<u>February 1st</u>

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Audit, Inspection and Recordkeeping

See Section 12.87 ~~of~~ the RFP.

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Lessee for the purpose of audit, examination, and/or to make excerpts or transcript all records, Leases, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Waiver and Amendment

Failure on the part of the Town or the Lessee to complain of any action or non-action on the part of the other, no matter how frequently the same may occur or how long the same may continue, shall never be a waiver by the Town or the Lessee of its rights hereunder. Further, no waiver at any time of any of the provisions hereof by the Town or the Lessee shall be construed as a waiver of any of the other provision hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval for the Town or the Lessee of any action by the other requiring such consent or approval shall not be construed to waive or render unnecessary the Town's or the Lessee's consent or approval to or of, any subsequent similar act by the other. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party.

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Lease may be made only by written amendment executed by all signatories to the original Lease, prior to the effective date of the amendment.

Severability

If any term or condition of this Lease or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Lease shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

No Third Party Rights

— Nothing in this Lease, expressed or implied, shall convey upon any person or entity, other than the parties hereto, and their successors and assigns, any rights or remedies under, or by reason of, this Lease.

Choice of Law

This Lease and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth of Massachusetts, including with respect to any conflict of law provisions.

Claims and Disputes - Jurisdiction

— All claims, disputes and other matters in question between the parties, arising out of, or relating to this Lease, or an alleged breach thereof, shall, unless otherwise agreed to by the parties, be brought only in the Superior Court of Massachusetts in Woburn, Massachusetts, or if subject matter jurisdiction does not exist in the Superior Court, then said action shall be brought in the District Court of Massachusetts, the Woburn Division, subject to any appeal therefrom.

Binding on Successors

This Lease is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Town). Neither the Town nor the Town shall assign or transfer any interest in the Lease without the written consent of the other.

Miscellaneous

This Lease may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

The covenants and agreements in this Lease shall bind and inure to the benefit of the Town, its successors and assigns.

Entire Agreement

This Lease, including all documents incorporated herein by reference constitutes the entire integrated agreement between the parties with respect to the matters described. This Lease supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto. The Town reserves the right to incorporate by reference the RFP into this Agreement. Any conflict between the RFP and/or the Proposal with this Lease shall be resolved in favor of the provision(s) which protect the public interest, as reasonably determined by the Town.

Notices

Any notice permitted or required under the provisions of this Lease to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service by in hand delivery or overnight mail or three (3) business days after the date of a certified or registered mailing properly addressed, whichever is sooner.

Notice shall be addressed as follows:

Contractor – to the Unicorn Clubhouse at the Unicorn Golf Course, 460 William Street, Stoneham, Massachusetts 02180.

Town of Stoneham – Town Administrator, Stoneham Town Hall, 35 Central Street, Stoneham, Massachusetts 02180.

**REQUEST FOR PROPOSALS
UNDER A FULL LEASE AGREEMENT (CONTRACT)
TO PROVIDE PROFESSIONAL MANAGEMENT,
OPERATIONS, AND MAINTENANCE
FOR THE
STONEHAM UNICORN
AND
STONEHAM OAKS MUNICIPAL GOLF COURSES
AND ASSOCIATED FACILITIES**

Town of Stoneham

Responses due by 12:00 P.M. (Noon) on Friday November 6, 2015

RFP INTRODUCTION CONFERENCE

Held on Thursday, September 17, 2015 at 9:00 am
Stoneham Town Hall, Banquet Room (Basement),
35 Central Street, Stoneham, MA 02180

PRE-PROPOSAL CONFERENCE

Held on Thursday, October 8, 2015 at 10:00 am
Unicorn Golf Course, Clubhouse - 460 William St., Stoneham, MA 02180

2nd PRE-PROPOSAL CONFERENCE

To be held on Thursday, October 15, 2015 at 3:00 pm
Unicorn Golf Course, Clubhouse - 460 William St., Stoneham, MA 02180

RFP UPDATE CONFERENCE

To be held on Friday, October 23, 2015 at 10:00 am
Stoneham Town Hall, Banquet Room (Basement),
35 Central Street, Stoneham, MA 02180

**REQUEST FOR PROPOSALS UNDER A FULL LEASE AGEEMENT (CONTRACT)
TO PROVIDE PROFESSIONAL MANAGEMENT, OPERATIONS, AND
MAINTENANCE FOR THE
STONEHAM UNICORN AND STONEHAM OAKS MUNICIPAL GOLF COURSES*
AND ASSOCIATED FACILITIES**

Issued by the Town of Stoneham
Date RFP Issued: Wednesday, September 2, 2015
Revised October 13, 2015
Responses due by 12:00 P.M. (Noon) on Friday November 6, 2015

RFP INTRODUCTION CONFERENCE
Held on Thursday, September 17, 2015 at 9:00 am
Stoneham Town Hall, Banquet Room (Basement),
35 Central Street, Stoneham, MA 02180

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PRE-PROPOSAL CONFERENCE
Held on Thursday, October 8, 2015 at 10:00 am
Unicorn Golf Course, Clubhouse - 460 William St., Stoneham, MA 02180

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2nd PRE-PROPOSAL CONFERENCE
To be held on Thursday, October 15, 2015 at 3:00 pm
Unicorn Golf Course, Clubhouse - 460 William St., Stoneham, MA 02180

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RFP UPDATE CONFERENCE
To be held on Friday, October 23, 2015 at 10:00 am
Stoneham Town Hall, Banquet Room (Basement),
35 Central Street, Stoneham, MA 02180

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1.0 PURPOSE AND INTENT.

The Town of Stoneham ("Town") is soliciting Proposals from qualified bidders¹ interested in performing the services (services to include as applicable the provision and sale of goods) to provide professional management, operations, and maintenance for the Stoneham Unicorn ("Unicorn") and Stoneham Oaks ("Oaks") Municipal Golf Courses and to operate and manage pro shops, golf carts, snack bar, and other concessions under a full lease agreement. (Hereinafter the lease agreement is also referred to as the "Lease" "contract" or "Contract".) The Town reserves the right to proceed in whole or in part or not to proceed with any portion of this RFP and its Scope of Services, as needed, based on the determination of the Town, or to terminate the selection process at any time. ***As such, the Town may select to proceed ahead with the selection of**

¹ This RFP process seeks "proposals". For purposes of simplicity of reading, those making proposals are referred to in this RFP as the "Bidder", "Bidders" or "bidders".

a successful bidder only for the Unicorn golf course portion of this RFP, without the inclusion of the Oaks golf course and Oaks portion of this RFP. Additionally, if the Town proceeds ahead and selects a successful bidder for both Golf Courses, please note that pursuant to this RFP, Bidders must acknowledge that they fully understand that at any time during the term of the Lease, the Town shall have the right, upon six (6) month written notice to the Lessee, to close the Oaks golf course and repurpose the Oaks golf course for another use outside of and apart from this RFP and the Lease Agreement.

Please Note: there are two (2) Price Worksheets that must be submitted with all Proposals – one Price Worksheet based on the lease and services being for both golf courses and the other Price Worksheet based on the Lease and services being for and applicable to the Unicorn golf course only.

The Town Administrator and a Selection Committee will select one Bidder to provide these services. The Town is soliciting proposals for the management, operation, and maintenance of the Unicorn and Oaks golf courses by a Bidder under a five (5) year lease (contract), beginning January 1, 2016 through December 31, 2021 with two (2), two (2) year Town options to renew.

This Request for Proposal is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, Section 16 and all lease documents will be awarded in accordance with this Request for Proposal and applicable law. If it becomes necessary to revise any part of the RFP or otherwise provide additional information, one or more addendum will be issued to all prospective Bidders who received copies of the original RFP pursuant hereto.

Because of the need and interest in seeking an appropriately qualified entity that will provide the services sought, the Town is using the RFP process, as appropriate pursuant to Section 16 of Chapter 30B, and comparative criteria to judge this procurement based on a number of criteria. The RFP process will enable the Town to provide higher and lower ratings to bidders when comparing qualifications and capabilities to select the most advantageous proposal taking into consideration all evaluation criteria, including financial benefit to the Town.

Authorization for the lease pursuant to this RFP will be sought and is anticipated to be obtained at the Stoneham Town Meeting scheduled for October 22, 2015. The Town's authority to go forward and enter into a lease pursuant to this RFP is subject to the grant of such authorization by the Stoneham Town Meeting.

The Unicorn Golf Course is a nine hole, 3,234 yard course. The Oaks is a nine hole, 2,250 yard par 3 executive course. It is the goal of the Town to have a top rated, quality, attractive, and affordable facilities. Bidder shall maintain the Unicorn and Oaks Golf Courses in excellent play conditions and shall be continued to be operated as accessible, affordable, and user friendly public golf facilities for players of all ages and skill levels in the tradition of municipal golf courses.

The Oaks Par 3 golf course located with easy on and off access to route 93 north and south exits. It is the closest Par 3 course to Downtown Boston only 11 miles away. It is one of the only par 3 courses in the region and the only par 3 golf course in Middlesex county. It is a great course for business people or anyone who wish to play a fast round of golf, for beginners, and for those golfers who do not hit long drives. The terrain and the holes are varied and interesting.

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A schedule of proposed greens fees and cart rental fees for the initial golf season (2016) must be included in the Proposal and will be a factor in the selection of the successful Bidder. See **Unicorn and Oaks Green Fee Proposals** (Submission Document No. 4). Proposed greens fees and cart rental fees may not be substantially greater than the current fees, and bidders are encouraged to propose reasonable fees, which may, of course, be at or below the current fee amounts. (A copy of the current green fees and cart rental fees are attached hereto as **Exhibit 3**.) Greens fees for Stoneham residents must be discounted from non-resident rates. Special consideration for seniors and veterans is encouraged.² Any increases in future fees must be approved by the Town Administrator in his/her reasonable judgment.

This RFP process will allow the Town to make a determination so as to award the Lease (contract) to a qualified, responsive and responsible Bidder making the most advantageous proposal to the Town taking into consideration all evaluation criteria, including financial benefit to the Town.

National Park Service Land and Water Conservation Fund Agreement – the Unicorn and Oaks golf courses are subject to a Land and Water Conservation Fund State Assistant Program Agreement as a result of some initial funding to the Town by the Bureau of Outdoor Recreation of the United States Department of Interior. The applicable provisions of the National Park Service's Land and Water Conservation Fund State Assistance Program, including as set out in the Federal Financial Assistance Manual, Volume 69 (Effective Date: October 1, 2008), CHAPTER 8 - POST-COMPLETION AND STEWARDSHIP, Section D. Leasing and Concession Operations Within a Section 6(f)(3) Area (a portion of Pages 8-2 and 8-3) are incorporated by reference and, in part, specifically set out in this RFP (see Exhibit 7 - Lease Terms and Conditions-Additional", Page 2) and shall be specifically listed in the final Lease document. (Web Link: <http://www.nps.gov/nrcr/programs/lwcf/manual/lwcf.pdf>)

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INSTRUCTIONS TO BIDDERS.

1. Attention of all Bidders is directed to Chapter 30B, Section 16 of the General Laws of the Commonwealth of Massachusetts; all other applicable sections Chapter 30B and all other relevant chapters of the General Laws which govern the award of this contract.

² All Town of Stoneham school golf teams may use the course for practice daily Monday through Friday (except holidays), not to exceed three (3) hours during the school golf team season and two (2) weeks prior thereto, and for scheduled home matches, including league play by Stoneham, at no cost. The Lessee may schedule the hour of practice between 3:00 p.m. and 7:00 p.m. in advance.

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2. The Town may cancel this RFP, in whole or in part, or may reject all Proposals submitted in response, or may procure only some of the services outlined in this RFP (**for example proceed ahead only with a lease and services hereunder for the Unicorn golf course only, and not the Oaks golf course**) whenever such action is determined to be in the best interest of the Town.

3. The Town Administrator and Selection Committee may request that supplementary information be furnished to assure the Town that a Bidder has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.

4. The Bidder shall sign each separate Submission Document (see Section 9 below) in ink. In the case of an organization, partnership, or corporation, a person having the legal authority from said organization to sign the Proposal must sign the document.

5. All Proposals shall be submitted to the Stoneham Town Administrator, Stoneham Town Hall, 2nd Floor, 35 Central Street, Stoneham, MA 02180) on or before **12:00 noon on Friday November 6, 2015**. No faxed or e-mailed proposals will be accepted.

6. Any Proposal received after **12:00 noon on Friday, November 6, 2015** will be deemed "non-responsive" and shall not be opened. Unopened proposals will be returned to the Bidder.

7. Each Proposal shall be in a SEALED envelope, clearly marked "**Stoneham Unicorn and Oaks Golf Courses RFP Response**", and with the name and address of the Bidder on the envelope.

8. Bidders may correct, modify, or withdraw a Proposal on or before **3:50 p.m. on Thursday, November 5, 2015**. Corrections or modifications shall be in sealed envelopes, clearly marked "**Stoneham Unicorn and Oaks Golf Courses RFP Response – Correction/Modification**", with the name and address of the Bidder. Any late correction or modification to the Proposal will not be accepted.

9. Each Bidder shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any Bidder from any obligation in respect to their Proposal or this RFP.

10. It is understood that the Bidder's Proposal to the Town shall remain valid for ninety (90) days past the submission deadline set-out herein or as may otherwise be extended by the Town.

11. The Bidder's attention is directed to the fact that all applicable federal, state laws, municipal by-laws, and the rules and regulations of all authorities having jurisdiction over this Proposal and a subsequent lease (contract) shall apply hereto and to said lease, and they shall be deemed to be included herewith the same as though herein written out in full.

12. Bidders shall submit Proposal's in good faith and shall not collude with any other individuals, entities or other Bidders in creating the Proposal to subvert the bid process. See **Non-Collusion Certificate (Submission Document No. 76)**.

13. If the Bidder intends on subcontracting a portion(s) of the required work, then the Bidder

shall ensure that all specifications within their Proposal as well as the RFP are met, regardless of who performs the work. Any subcontractors must be so noted in the Bidder's Proposal.

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~~43.14.~~ All costs involved in preparing the Proposal will be borne by the Bidder; the Town shall not be liable for any costs associated with the creation or submission of the Proposal. The Bidder shall be familiar with all federal, state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.

~~44.15.~~ By submitting a Proposal, each Bidder certifies that its Proposal is in accordance with this Request for Proposal and that the Bidder has read and understands all sections and provisions of the RFP. Failure to do so will not relieve a successful Bidder of its obligation to furnish all services, labor, and materials necessary to carry out the provisions of the Lease (contract). The submission of a proposal shall be considered prima facie evidence that the Bidder has made such examination of the RFP and is familiar with the conditions to be encountered at the Golf Courses and in performing the services and work.

~~45.16.~~ Proposals which are incomplete, conditional or obscure are subject to being rejected. No award will be made to any Bidder who cannot satisfy the Town that it has sufficient ability and sufficient capital to enable the Bidder to meet the requirements of this RFP. The Town's decision or judgment on these matters shall be final, conclusive and binding.

~~46.17.~~ The evaluation of the Proposals will be conducted by the Town Administrator and Selection Committee. Their judgment will be based upon the evaluation criteria set forth in this RFP.

~~47.18.~~ The Proposals will be publicly opened on the date, time and place as stated herein (immediately after **12:00 noon on Friday, November 6, 2015**), unless that date and/or time is extended by the Town Administrator, in the 2nd floor conference room of the Stoneham Town Hall, 35 Central Street, Stoneham, MA 02180. The name of the person or organization submitting a Proposal will be read and recorded. The contents of all Proposals will be opened publicly and reviewed generally with respect to submission components.

~~48.19.~~ A Lease (contract) resulting from this RFP shall be awarded to the Bidder making the most advantageous proposal to the Town taking into consideration all evaluation criteria, including financial benefit to the Town. The Town Administrator and the Selection Committee will be the judge in determining whether a Bidder's Proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected Bidder shall be under contractual agreement to the Town per the attached Lease provisions made a part of this RFP. Response to this Request for Proposal acknowledges the Bidder's acceptance of all sections and requirements of this document, including the lease/contractual provisions of this RFP, including as contained in Exhibit 8 attached hereto and incorporated herein. The Request for Proposal will be written into or otherwise incorporated into the successful Proposer's Lease, unless determined by the Town to be in conflict with or inconsistent with this RFP or applicable law or regulations.

~~49.20.~~ All documents contained herein by reference shall be part of this RFP and shall be deemed to be incorporated herein.

2.0 SCOPE OF SERVICES.

See Section 8.0 below – Exhibits.

3.0 KEY DATES FOR THIS RFP, INCLUDING FOUR CONFERENCES AND PROPOSAL SUBMISSION DEADLINE.

A RFP Introduction Conference was held at 9:00 a.m. on Thursday, September 17, 2015 at the Stoneham Town Hall, 35 Central Street, Banquet Hall (Basement), Stoneham, MA 02180 to provide those attending with an overview of the RFP process. (This Conference is separate and apart from the Pre-Proposal Conference subsequently being held on Monday, October 5, 2015.) Attendance at this conference is welcomed, but optional for potential bidders.

A Pre-Proposal Conference was held at 10:00 a.m. on Thursday, October 8, 2015 at the Stoneham Unicorn Golf Course Clubhouse, 460 William Street, Stoneham, MA 02180. This conference will include a tour of the Golf Courses and associates facilities. The Town strongly encourages all prospective Bidders to attend this conference. Bidders who do not attend will be no less responsible for compliance with the provisions contained in this RFP and information provided at the pre-Proposal conference, than those Bidders who attend the pre-Proposal conference. Failure to attend will not be a basis or excuse for noncompliance with the RFP.

A 2nd Pre-Proposal Conference is scheduled for 3:00 p.m. on Thursday, October 15, 2015 at the Stoneham Unicorn Golf Course Clubhouse, 460 William Street, Stoneham, MA 02180. This conference will include a tour of the Golf Courses and associates facilities. The Town strongly encourages all prospective Bidders to attend this conference. Bidders who do not attend will be no less responsible for compliance with the provisions contained in this RFP and information provided at the pre-Proposal conference, than those Bidders who attend the pre-Proposal conference. Failure to attend will not be a basis or excuse for noncompliance with the RFP.

A RFP Update Conference is scheduled for 10:00 a.m. on Friday, October 23, 2015 at the Stoneham Town Hall, 35 Central Street, Banquet Hall (Basement), Stoneham, MA 02180 to provide those attending with an update of the RFP as amended by the Addendums to that date. The Town strongly encourages all prospective Bidders to attend this conference. Bidders who do not attend will be no less responsible for compliance with the provisions contained in this RFP and information provided at this conference, than those Bidders who attend the conference. Failure to attend will not be a basis or excuse for noncompliance with the RFP.

Following are anticipated dates for this Request for Proposal. Please respond in accordance with these requirements. Dates are subject to change.

Anticipated dates for this RFP and Proposals*

September 2, 2015

RFP Issued and available

September 17, 2015 at 9:00 a.m.	RFP Introduction Conference – Stoneham Town Hall, Banquet Hall (Basement), 35 Central Street, Stoneham, MA
October 8, 2015 at 10:00 a.m.	Pre-Proposal Conference – Unicorn Golf Course, Clubhouse, 460 William St., Stoneham, MA
October 15, 2015 at 3:00 p.m.	2 nd Pre-Proposal Conference – Unicorn Golf Course, Clubhouse, 460 William St., Stoneham, MA
October 22, 2015	Stoneham Town Meeting- authorization for lease
October 23, 2015 at 10:00 9:00 a.m.	RFP Update Conference – Stoneham Town Hall, Banquet Hall (Basement), 35 Central Street, Stoneham, MA
November 5, 2015 at 3:50 p.m.	Last day and time to correct, modify or withdraw an original proposal previously submitted
November 6, 2015 , 2015 at noon	Proposals Due, Town Administrator's Office, Town Hall, 35 Central St, Stoneham, MA 02180
November 9 - 30, 2015*	Interview period
December 14, 2015 or earlier*	Notification of Award/ followed by provision of the lease to the successful bidder**
Between January 1 and February 1, 2016*	Lease to commence

* The anticipated dates may change per the Town Administrator's approval.

** The Lease (contract) must be returned within 14 calendar days of the award, unless otherwise extended in the sole discretion of the Town.

4.0 PROPOSAL SUBMISSION / INTERVIEW / BID DEPOSIT.

Proposals must be submitted in a sealed envelope containing **both** a signed original **RFP Overall Response** (Submission Document No. 2) and a signed original of **the Price Worksheets** (Submission Document No. 3). The name and address of the Bidder shall be included on the envelope and addressed to:

**Mr. David Ragucci
Town Administrator
Town of Stoneham
35 Central Street
Stoneham, MA 02180**

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Each Bidder must acknowledge in their Proposal by signing and submitting **Addenda Acknowledgment** (Submission Document No. 499) as part of their RFP response, that they have received any and all Addenda for this RFP.

No faxed or email Proposals will be accepted. Proposals received after the time and date listed above will not be considered.

The Town Administrator and Selection Committee reserve the right to hold in person or telephone interviews with any or all of the Bidders submitting Proposals. It is anticipated that any such interviews would occur during the week beginning **Monday, November 9, 2015** or shortly thereafter. Each Bidder being requested to attend an interview will be notified by the Town Administrator or his/her designee.

The Town will not be responsible for any expenses in the preparation and/or presentation of the Proposals or interviews, if any, for the disclosure of any information or material received in connection with this RFP, whether by negligence or otherwise.

The Town Administrator and Selection Committee reserve the right to request additional information if necessary, or to request and interview with Bidders, or to reject any and all Proposals with or without cause, and in its sole discretion, waive any irregularities or informalities, such as minor elements or non-compliance with regard to the requirements of this RFP, in the Proposals submitted. The Town further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all Bidders submitting Proposals.

The Town reserves the right to proceed in whole or in part or not to proceed with any portion of this RFP and its Scope of Services, as needed, based on the determination of the Town³, or to cancel this RFP, or to reject any or all proposals, in whole or in part, if it deems it in the best interest of the Town to do so; to waive any informality, or to accept the proposal it deems to be in the best interest of the Town to the fullest extent allowed by law. In the event that all Proposals are rejected, the Town reserves the right to re-solicit Proposals.

Bidders may correct, modify, or withdraw the original Proposals on or before **3:50 p.m. on Thursday, November 5, 2015**. Corrections or modifications shall be in sealed envelopes, clearly marked "**Stoneham Unicorn and Oaks Golf Courses RFP Response - Correction/Modification**", with the name and address of the Bidder on the envelope. Any late correction or modification to the Proposal will not be accepted.

The responding Bidder assumes sole responsibility for the complete effort required to respond to this RFP. No special consideration shall be given after the Proposals are opened because of a Bidder's failure to be knowledgeable about all requirements of this RFP. By submitting a Proposal in response to this RFP, the Bidder represents that it has satisfied itself, from its own investigation, of all of the requirements of this RFP.

Communications with the Town Administrator or Selection Committee by the Bidder or the Bidder's representative(s) concerning this RFP, other than as provided for by this

³ As such, the Town may select to proceed ahead with the selection of a successful bidder only for the Unicorn golf course portion of this RFP, without the inclusion of the Oaks golf course and Oaks portion of this RFP.

RFP or by the Town in accordance with applicable law, is not permitted during the of the submission and evaluation periods and process, and may result in the rejection of the Bidder's Proposal.

Bid Deposit - Each Proposal must be accompanied by either a certified or cashier's check payable to the Town, or a bid bond from an authorized surety company authorized to do business in the Commonwealth of Massachusetts, in the amount of Ten Thousand Dollars (**\$10,000**). All Proposal deposits shall be returned upon final execution of a Lease (contract), or if no Lease (contract) is executed, no later than the expiration of ninety (90) calendar days from the date set for opening of the Proposals, as may have been extended. If the successful Bidder fails to perform its agreement to furnish a properly executed Lease (contract) as provided for in this RFP, including the required security for performance (i.e. performance bond) within fourteen (14) days after an award is made to it, or within such additional time as the Town may authorize in writing, the Proposal deposit shall become the property of the Town as liquidated damages.

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5.0 QUESTIONS AND ANSWERS.

Bidders will be permitted to ask questions regarding any aspect of this RFP at the:

- (i) RFP Introduction Conference was held at 9:00 a.m. on Thursday, September 17, 2015 at the Stoneham Town Hall, 35 Central Street, Banquet Hall (Basement), Stoneham, MA 02180; and
- (ii) Pre-Proposal Conference was held at 10:00 a.m. on Thursday, October 8, 2015 at the Unicorn Golf Course Clubhouse, 460 William Street, Stoneham, MA.
- (iii) 2nd Pre-Proposal Conference is scheduled for 3:00 p.m. on Thursday, October 15, 2015 at the Unicorn Golf Course Clubhouse, 460 William Street, Stoneham, MA.
- (iv) An RFP Update Conference is scheduled for 10:00 a.m. on Friday, October 23, 2015 at the Stoneham Town Hall, 35 Central Street, Banquet Hall (Basement), Stoneham, MA 02180.

The Town Administrator will also accept questions from Bidders regarding any aspect of this RFP via e-mail only until 4:00 p.m. on **Monday, November 2, 2015**. Questions should be directed via e-mail to **Town Administrator David Ragucci; edragucci@stoneham-ma.gov with a follow up paper copy** forwarded to the Town Administrator at Stoneham Town Hall, 35 Central Street, Stoneham, MA 02180. Any verbal or telephone interpretations, if made, shall be strictly informal and not legally binding. All answers to questions posed will be through an addendum to this RFP and made available to all Bidders who received an RFP pursuant hereto.

6.0 SUBCONTRACTING AND STAFFING.

The Bidder must identify any and all subcontractor(s) in its Proposal. (In its "RFP Overall Response" (Submission Document No. 2.) The Bidder must use the subcontractor identified in the Bidder's Proposal (as accepted by the Town) to perform services required, unless the Town Administrator approves of a change to or addition of a subcontractor. The Town Administrator reserves the right not to allow subcontractors who are not capable of demonstrating their experience and proficiency.

7.0 THE PROPOSAL. The Proposal to be submitted by each Bidder shall include the **RFP Overall Response** (Submission Document No. 2) and the **Price Worksheets** (Submission Document No. 3). Additionally, the requested supporting documents listed in Section 9.0 below must be included with the Proposal.

7.1 Price (Lease Payments). The Bidder's proposed fee (Lease payments) to be paid to the Town shall be submitted on the **Price Worksheets** (Submission Document No. 3). The completed form shall be signed by the Bidder or an authorized representative of the Bidder and placed in the sealed envelope with the **RFP Overall Response** (Submission Document No. 2) and other required Proposal documents as set out in this RFP, all as part of the RFP Proposal.

7.2 Unicorn and Oaks Green Fee Proposals. (Submission Document No. 4.) A schedule of proposed greens fees and cart rental fees must be included in the Proposal and will be a factor in the selection of the successful Bidder. See **Unicorn and Oaks Green Fee Proposals** (Submission Document No. 4.) Proposed greens fees and cart rental fees may not be substantially greater than the current fees, and bidders are encouraged to propose reasonable fees, which may, of course, be at or below the current fee amounts. (A copy of the current green fees and cart rental fees are attached hereto as **Exhibit 3**.) Greens fees for Stoneham residents must be discounted from non-resident rates. Special consideration for seniors and veterans is encouraged. Any increases in future fees must be approved by the Town Administrator in his/her reasonable judgment.

7.3 Acknowledgement of Stoneham Oaks Possible Close. (Submission Document No. 5). Bidders must acknowledge that they fully understand that at any time during the term of the Lease, the Town will have the right, upon six (6) month written notice to the Lessee, to close the Oaks golf course and repurpose the Oaks golf course for another use outside of and apart from this RFP and the Lease agreement.

~~7.4 Landscape~~**7.4 Landscape and Greens Equipment.** The Town owned equipment listed on Exhibit 4 will remain at the Golf Course for use by the Lessee in maintaining the Golf Courses. The Town will also provide for use by the Lessee, a 2002 Ford F350 pick-up truck GVW 9,900, with an 80 gallon diesel tank for use in refueling golf course equipment. The Lessee will be responsible for the proper maintenance, repair, and replacement of the equipment as necessary. The equipment will remain the property of the Town at the end of the Lease and will be returned to the Town in working order, normal wear and tear excepted.

7.5 Certification of Non-Collusion. Each Proposal must include a signed **Certificate of Non-Collusion** (Submission Document No. 66.)

7.6 Disclosure of Beneficial Interest (Submission Document No. 7.) A disclosure of the names and addresses of all persons with a direct or indirect beneficial interest in the real estate transaction that must be filed with the Massachusetts Division of Capital Asset, pursuant to G.L. c. 7, sec. 40 J.

7.7 Tax Certification Form. Each Proposal must include a signed **Tax Certification Form** (Submission Document No. 8.)

7.8 Addenda Acknowledgment Form. Bidders must complete and submit the Addenda Acknowledgment Form regardless of whether or not an Addenda or Addendum was/were issued. **Addenda Acknowledgment Form** (Submission Document No. 9.)

8.0 EXHIBITS.

The following "Exhibits" are attached to this RFP and incorporated herein. These Exhibits provide information that is or may be relevant and/or helpful to Bidders. Whereas "Submission Documents" must be completed and submitted with each Bidder's Proposal to this RFP, "Exhibits" are provided for information purposes and are not submitted as part of Bidder's Proposals. The Exhibits are as follows:

Exhibit 1 - Scope of Services.

Exhibit 2 - Grounds Specifications.

Exhibit 3 - Current Green Fee and Cart Rental Fees.

Exhibit 4 - List of Town of Stoneham Golf Course Equipment.

Exhibit 5 - Revenue Chart Unicorn and Oaks Golf Courses.

Exhibit 6 - Budget – Actual Expenses for Golf Courses, FY 2008 – 2016.

Exhibit 7 - Unicorn and Oaks Rounds Total for golf season 2015 to date.

Exhibit 8 -- [Lease](#) Terms and Conditions-~~Additional. for Lease.~~

~~[Exhibit 9.](#)~~

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9.0 INSTRUCTIONS FOR SUBMITTING A PROPOSAL.

The Bidder shall describe its approach and plans for accomplishing the services and work outlined in this RFP.

Proposals must be submitted in a sealed envelope containing **both** a signed original of **the RFP Overall Response** (Submission Document No. 2) and a signed original of **the Price Worksheets** (Submission Document No. 3) **and** the other required Submission Documents. The name and address of the Bidder shall be included on the envelope and addressed to:

**Mr. David Ragucci
Town Administrator
Town of Stoneham
35 Central Street**

Stoneham, MA 02180

It is the sole responsibility of the Bidder to ensure that the Proposal arrives on time and at the designated place.

The Proposal must consist of all of the following Submission Documents⁴:

A. **Cover Letter.** (Submission Document No. 1.)

A.

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B. **RFP Overall Response** (Submission Document No. 2.)

Please use 8½ by 11 inch paper/pages for both Cover Letter and RFP Overall Response.

Include **each** of the following as part of your “RFP Overall Response”. The requested response information may be submitted all as one document or as separate documents, as long as all submissions/responses are provided. Please address in the same order as stated below, whether in one document or otherwise attached documents, and please use the same numbering as below.

1. Listing and Description of Bidder's Prior Experience Managing, Operating, and Maintaining Golf Courses.
2. References Regarding Golf Course Management, Operations and/or Maintenance Performance.
3. Organization Chart.
4. Key Team Personnel List and Resumes.
5. Resume of Golf Course Superintendent.
6. Golf Professionals PGA/LPGA Certification.
7. Business (and/or as applicable Personal) Financial Statements (including Balance Sheets and Income Statements for the most recent two (2) or more fiscal years of the Bidder).
8. Credit and Financial References.

⁴ Forms are provided for all submissions except the “**Cover Letter**” (Submission Document No. 1) and the “**RFP Overall Response**” (Submission Document No. 2).

9. Technical Approach and Plans to Meet RFP Requirements for the Unicorn and Oaks Golf Courses.
10. Accountability of Revenues.
11. Marketing Experience at other Golf Courses.
12. Marketing Strategy.
13. Plan for Pro Shops, Concessions, and Snack Bar.
14. Beautification Plan.
15. Business Plan - Unicorn Golf Course and associated facilities.
16. Business Plan - Oaks Golf Course and associated facilities.⁵

C. **Price Worksheets.** (Submission Document No. 3.)

D. **Unicorn and Oaks Green Fee Proposals.** (Submission Document No. 4.)

D.
E. **Acknowledgement of Stoneham Oaks Possible Close.** (Submission Document No. 5.)

F. **Certificate of Non-Collusion.** (Submission Document No. 6.)

G. **Disclosure of Beneficial Interest.** (Submission Document No. 7.)

H. **Tax Certification Form.** (Submission Document No. 8.)

I. **Acknowledgement of Addendum/Addenda Form.** (Submission Document No. 9.)

A more detailed description of the items required in the **Cover Letter** (Submission Document No. 1) and the **RFP Overall Response** (Submission Document No. 2.) referenced above, follows immediately below.

9.1. A Cover Letter.

The Bidder must include a cover letter which includes the full name and address of the Bidder. The Bidder must indicate the name and contact information for the individual

⁵ The Oaks Par 3 golf course located with easy on and off access to route 93 north and south exits. It is the closest Par 3 course to Downtown Boston only 11 miles away. It is one of the only par 3 courses in the region and the only par 3 golf course in Middlesex county. It is a great course for business people or anyone who wish to play a fast round of golf, for beginners and for those golfers who do not hit long drives. The terrain and the holes are varied and interesting.

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who will be the senior contact person for the responding Bidder for the lease and related services resulting from this RFP. The Bidder must also indicate whether the Bidder is operating as an individual proprietorship, partnership, or corporation. The cover letter should also indicate the state of incorporation, if any, of the Bidder. The Cover Letter must also include identification of any and all subcontractors proposed by the Bidder for this RFP.

9.1. B(1) Listing and Description of Bidder’s Prior Experience Managing, Operating, and Maintaining Golf Courses.

List and describe Bidder’s prior experience managing, operating, and/or maintaining golf courses. Through a response to the specific requests below, the Bidder should clearly state its skills and experience in a manner that demonstrates its capability to operate the Golf Courses pursuant to this RFP. If applicable, please highlight experience(s) and projects in which members of your proposed project team have worked together. Please indicate for each such prior experience which you list, the scope of relevant services and the location thereof.

1- Please provide a description of experience within the past ten (10) years related to:

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- i. Golf course management and operations as either owner or operator in Massachusetts;
- ii. Golf course management and operations as either owner or operator outside Massachusetts;
- iii. Experience operating public golf courses and municipally owned golf courses;
- iv. Experience with golf course maintenance; and
- v. Experience operating pro shops.

For all experiences and/or facilities referenced in response hereto, provide the name of the facility; the golf management, operations and/or maintenance services provided at the facilities; the number of years providing said services, the address of the facilities; and the names, addresses and phone numbers of owners and managers.

9.1. B(2) References Regarding Golf Course Management, Operations and/or Maintenance Performance.

The Bidder must provide at least three (3) references applicable to the scope of services set out in this RFP (golf course management, operations, and/or maintenance) with contact names, telephone numbers, business or residential addresses and e-mail addresses.

9.1. B(3) Organizational Chart.

Provide an organizational chart. The organization chart must include each individuals or positions work category and titles for the services to be provided for the Unicorn and Oaks golf courses pursuant to this RFP. For the purposes of this RFP, list each

principal, partner, or officer of the Bidder, or a project executive, project manager, senior principal, or key management personnel identified as having a responsible role in the provision of services in the event the Bidder is selected. Please indicate the number of hours such personnel will generally devote to the provision of services herewith on an average week and how many of those hours are, in general, anticipated to be provided at the Golf Courses.

9.1. B(4) Key Team Personnel/Members and Mandatory Positions/Personnel.

Key Team Personnel/Members

Provide a Key Team Personnel List, and a resume for each Key Team Member including all relevant golf course management, operations, and/or maintenance experience, including the number of years' experience, the position(s) held, the duties of the position(s), and the name and address of the golf course(s).

Key Team Personnel/Members should **not** include the Golf Professional, the Golf Course Superintendent (responsible for the grounds of the Golf Courses); grounds staff, starters or rangers, which are separately addressed below and which positions must be included in a Bidder's proposal.

In responding hereto, Bidders should also set out:

- (i) the function of each Key Team Member;
- (ii) approximately how many hours per week the Key Team Member will spend on services provided in response to this RFP and how many of those hours will be spent at the Golf Courses (specifying as relevant whether said services will be provided at the Unicorn golf course and/or the Oaks golf course). **While each Bidder is free to make a proposal regarding the staffing plan at the Oaks golf course either generally or on any particularly time, the minimum staffing level of the Oaks golf course at any time is one (1) individual who must be knowledgeable about golf. Each bidder is, of course, free to propose, but is not required to propose, more than one (1) individual staffing the Oaks golf course at times the Bidder deems appropriate.**

In order to assist Bidders in hereto, a listing and description of traditional golf course positions and functions is set out below in order to provide a template, sample or simply a referenced point from which each Bidder responds hereto. Bidders' proposals should allow and provide for the provision of all essential and other material functions to properly and successfully manage, operate, and maintain the Unicorn golf course and the Oaks golf course.

1. On-Site Manager and Designated Assistant On-Site Manager.

An on-site individual serving as manager ("On-Site Manager") of the Golf Courses must have full authority to act for and bind the Lessee in all respects with regard to the management, operation, and maintenance of the Golf Courses, including but not limited to,

supervising, hiring, and firing employees, authorizing work orders, and authorizing payments on behalf of the Lessee. The individual shall have served in the capacity of an On-Site Manager of a golf course with the above described level of independent authority for a minimum of five (5) years.

The On-Site Manager must be experienced and qualified to supervise all aspects of the management, operation, and maintenance of the Golf Courses. The On-Site Manager shall also attend meetings as requested by the Town Administrator and prepare any reports requested by the Town Administrator regarding the Golf Courses. The Town is committed to maintaining good relations with the neighborhoods surrounding the Golf Courses, as well as with the patrons of the Golf Courses. To that end, the On-Site Manager shall be responsible for receiving and responding to any complaints or problems the residents surrounding the Golf Course or patrons have regarding the Golf Course's operation. The On-Site Manager shall at all times be courteous to residents of the neighborhoods surrounding the Golf Courses and patrons, and shall be guided by the Town with regard to the resolution of complaints.

In addition to the On-Site Manager, there is a designated Assistant On-Site Manager. The On-Site Manager and/or the Assistant On-Site Manager shall present at the Golf Courses at all times during which the Golf Course are (or Golf Course is) in operation.

The On-Site Manager may also serve as the Pro Shops Manager and/or the Golf Professional at such times as may be determined by the successful Bidder, and may perform three (3) functions at any one time, during periods of time when golf play is slow due to factors outside of the reasonable control of the successful Bidder, such as inclement weather.

Pro Shops Manager. The Pro Shops Manager oversees the general operation of the Pro Shops and the Pro Shops counter staff. Said manager shall ensure the highest level of service which the Town is striving to achieve. **The Pro Shops Manager may also serve as the On-Site Manager and/or the Golf Professional at such times as may be determined by the successful Bidder, and may perform these three (3) functions at any one time, during periods of time when golf play is slow due to factors outside of the reasonable control of the successful Bidder, such as inclement weather.**

Mandatory Positions/Personnel - Golf Professional, Starter, Ranger and Grounds Staff.

The following positions are mandatory positions that **must** be included by each Bidder's proposal:

1. Golf Professional. The Lessee shall employ a member of the Professional Golfers Association of America or Ladies Professional Golf Association with a minimum of five (5) years' experience as head or assistant Golf Professional, who will be the resident Professional at the Golf Course. This Professional will work as a teaching instructor to promote and grow the game of golf at Unicorn and Stoneham Oaks Municipal Golf Course. The Golf Professional will be available to advise the Lessee in golf related management decisions.

The Golf Professional may also serve as the On-Site Manager and/or the Pro Shops Manager at such times as may be determined by the successful Bidder, and may perform these three (3) functions at any one time during periods of time when golf play is slow due to factors outside of the reasonable control of the successful Bidder, such as inclement weather.

2. Golf Course Superintendent. The Lessee shall employ a Golf Course Superintendent who shall work throughout the golf season and have overall responsibility for maintaining the golf courses in top condition. The Golf Course Superintendent must possess at a minimum, any of the three qualifications listed below:
 - (a) A two (2) or (4) year degree in turf grass management from recognized educational institution, and minimum of one (1) year as golf course superintendent, or an assistant golf course superintendent at a recognized golf facility; or
 - (b) A short course certificate in turf grass management from an accredited college or university, and minimum of two (2) years as golf course superintendent or assistant golf course superintendent at recognized golf facility; or
 - (c) Three (3) years or more experience as a golf course superintendent.
3. Starter. The Lessee shall employ starters to control play on the Golf Courses. At all times, the starters shall show courtesy and respect to all golf patrons.
4. Ranger. The Lessee shall employ a minimum of one (1) ranger on the Golf Course seven (7) days a week, from daylight to dusk. Such Ranger(s) shall take necessary action to keep play moving and orderly, and to ensure that the course rules of play are complied with. At all times, the rangers shall show courtesy and respect to all golf patrons.

5. Ground Staff. The Lessee shall employ a grounds staff under the direction and supervision of the Golf Course Superintendent as needed to keep the Golf Courses in top condition.

While each Bidder is free to make a proposal regarding the staffing plan at the Oaks golf course either generally or on any particularly time, the minimum staffing level of the Oaks golf course at any time is one (1) individual who must be knowledgeable about golf. Each bidder is, of course, free to propose, but is not required to propose, more than one (1) individual staffing the Oaks golf course at times the Bidder deems appropriate.

The Bidder shall employ or contract with a qualified mechanic to properly maintain all Golf Course equipment. Each Bidder shall state in its Proposal how it will provide this service. The maintenance/replacement of the equipment whether owned or purchased by the Lessee will be the sole responsibility of the Bidder, and not the Town.

9.1. B(5) Resume of Golf Course Superintendent.

Provide a resume of the Golf Course Superintendent setting out all of the individual(s) experience as a golf course superintendent and with golf course grounds work and services.

9.1. B(6) Golf Professional's PGA/LPGA Certification.

List the Golf Professional's PGA/LPGA certification.

9.1. B(7) Business (and/or as applicable Personal) Financial Statements, As Applicable (Current Balance Sheet and Income Statement)

Business (and/or as applicable Personal) Financial Statements (including Balance Sheets and Income Statements for the most recent two (2) or more fiscal years of the Bidder).

9.1. B(8) Credit and Financial References.

Provide three (3) or more business/golf industry references (at least one (1) of which shall be in the golf industry) showing that the Bidder makes timely payment of its bills or other evidence of financial responsibility. The Town reserves the right to request Bidders provide an applicable credit rating from an established credit rating bureau or alternatively the Town may seek and obtain an applicable credit rating for Bidder(s) from an established credit rating bureau subject to applicable law and regulations.

9.1. B(9) Technical Approach and Plans to Meet RFP Requirements for the Unicorn and Oaks Golf Courses.

The Bidder shall set forth in reasonable detail its overall technical approach and plans to meet the requirements of the RFP for the Golf Courses in a narrative format. This narrative should demonstrate that the Bidder understands the objectives of this RFP, the nature of the required work and the level of effort necessary to successfully perform

the services. This narrative should demonstrate that the Bidder's approach and plans to undertake and perform the services are appropriate to the tasks and subtasks involved.

The Bidder shall also set forth a detailed work plan indicating how the tasks required by this RFP will be accomplished. Mere reiterations of the tasks and subtasks set forth in this RFP are strongly discouraged, as they do not provide insight into the Bidder's ability to perform and complete the services. The Bidder's response to this section should be designed to demonstrate that the Bidder's specific plans and proposed approach to perform the services are realistic, attainable, and appropriate and that the Bidder's Proposal will lead to successful performance of the services.

9.1 B(10) Accountability of Revenues.

The Bidder shall submit a detailed description of the methods to be used to ensure the accountability for all revenues generated at the Golf Courses. The Bidder shall also describe the proposed cash management and control system it proposes to use, to include, but not be limited to, segregation of duties, detailed reporting of revenue and expenditures, reconciliation of daily bank deposits, computerized point-of-sale cash register system, paper and electronic transaction records, and daily cash register reports. See Section 12.7 of this RFP.

9.1. B(11) Marketing Experience at other Golf Courses.

The Bidder shall set forth its marketing experience at other golf courses.

9.1. B(12) Marketing Strategy.

The Bidder shall set forth its marketing strategy for the Unicorn and Oaks Golf Courses and associated facilities.

9.1. B(13) Plan for Pro Shops, Golf Carts, Snack Bar and other Concessions.

The Bidder shall set forth its plan for the Pro Shops, Golf Carts, Snack Bar and any other concessions.

9.1 B(14) Beautification Plan for Golf Courses and associated facilities.

The Bidder shall set forth its plan for beautification the Golf Courses and associated facilities.

9.1 B(15) Business Plan – Unicorn Golf Course.

The Bidder shall set forth its business plan for the Unicorn golf course and associated facilities. The business plan shall be reasonably detailed, including financials, and any other pertinent information with respect to the Bidder's provision of services in response to this RFP, for the Town to use in its evaluation process.

9.1 B(16) Business Plan – Oaks Golf Course.

The Bidder shall set forth its business plan for the Oaks golf course and associated facilities. The business plan shall be reasonably detailed, including financials, and any other pertinent information with respect to the Bidder's provision of services at the Oaks golf course,

for the Town to use in its evaluation process.

Proposals should address ways to maximize the revenue generating potential of the Oaks.

The potential exists to further develop the Oaks with the addition of a driving range, pitch and putt, or similar golf related uses. Bidder's may explore and share ideas in this regard with respect to the Oaks golf course, even if such ideas are not offered as part of the Bidder's specific proposal in response to the request set out in this Section.

9.1.2 CORI Report.

The Town reserves any and all rights under applicable law and regulations with respect to criminal offender record information and requirements ("CORI"), and all Bidders are required to comply therewith as may be requested by the Town.

9.2 INSTRUCTIONS FOR SUBMITTING A REVENUE SHARING PROPOSAL.

The Town requires that the successful bidder pay an annual lease payment to the Town of \$25,000 plus a minimum 15% percentage share of the total gross revenues ("Gross Revenue") generated at and on both the Unicorn and Oaks Golf Courses as set out in the successful Bidder's proposal. Bidders are encouraged to propose greater than 15% as the Town's share of revenues in order to enhance their prospects of being selected as the successful bidder.

"Gross Revenue is defined as the total revenue generated and/or derived by the Lessee and any subcontractors, affiliate(s), agent(s) or associate(s) from all sources associated with the operation of the Golf Courses, including but not limited to greens fees, cart rental fees, sales of food, beverages, and merchandise on site.

Price (lease payment) portion of proposals will be judged based on which provides the most financial benefit to the Town. Only the initial five (5) year lease period will be considered when evaluating Price (lease payments). (The option year lease payments will not be considered in evaluating financial benefit. (Bidders are reminded that the two separate two (2) year option periods are the Town's options to renew (at the Town's discretion). ~~Percentage of Gross Revenue payments shall be made bi-annually as follows and due 30 days after the 6 month period.~~

Each Bidder shall set out on the **Price Worksheets** (Submission Document No. 3) the percentage of total gross revenue (a minimum of 15%) that the Bidder shall provide the Town for each of the five (5) original years of the Lease (for the period of January 1, 2016 through December 31, 2021 and for the two separate two (2) year option year periods of: (i) January 1, 2022 through December 31, 2023, and (ii) January 1, 2024 through December 31, 2025.)

Commented [B1]: Joanne – earlier this section had a time period for the rent payment. There need not be two separate payment schedules, but the payment is more than the Percentage of Gross Revenue, since there is the fixed payment of \$25,000. The wording should reflect that.

Bidders Must Acknowledge That They Fully Understand That At Any Time During The Term Of The Contract The Town Will Have The Right, Upon Six (6) Month Written Notice To The Lessee, To Close The Oaks Golf Course And Repurpose The Oaks Golf Course For Another Use Outside Of And Apart From This RFP And The Lease Agreement. Acknowledgement of Stoneham Oaks Possible Close.

10.0 STANDARD TERMS AND CONDITIONS.

By submitting its Proposal, the Bidder agrees that if selected, it shall be bound by the Scope of Services and Specifications set out in Section 12 below and the [Lease](#) Terms and Conditions-~~Additional for Lease~~ attached hereto as **Exhibit 8**.

Note: Required insurance coverage/policies to be held by the selected Bidder are set forth in the Standard Terms and Conditions.

11.0 SELECTION PROCESS.

11.1 All Proposals will be reviewed to determine responsiveness. Non-responsive Proposals will be rejected without evaluation of comparative criteria. Responsive Proposals will be evaluated pursuant to the evaluative criteria specified below. The Town reserves the right to request clarifying information subsequent to the submission of the Proposals, if necessary. Any Proposal which fails to include any material information or documentation specified in the Proposal submission requirements is non-responsive and may be rejected.

11.2 Each Proposal will be reviewed by the Town Administrator and Selection Committee. Those Proposals that meet all of the minimum requirements as outlined in this RFP including Section 11.7 below (unless otherwise deemed to be an informality or waived by the Town), and are determined to be both responsive (those that offer all of the services requested in the RFP and contain the required information and completed forms, unless otherwise waived pursuant to this RFP) and those that are responsible (those with the capability, integrity, and reliability to perform under the contract) will be further reviewed using the comparative criteria outlined in this section. A comparative criterion for separate rating areas will be used in this process. Each of the criteria contains ratings of:

Highly Advantageous
Advantageous
Not Advantageous

The Town Administrator and Selection Committee will review and score each bid pursuant to the evaluation criteria specified below. The evaluation will be based upon the information provided to the Town Administrator and Selection Committee in response to this RFP and any necessary verification of such information provided thereof.

11.3 The Town reserves the right to, and will, award the Lease (contract) to a qualified, responsive, and responsible Bidder making the most advantageous proposal to the Town taking into consideration all evaluation criteria, including financial benefit to the Town.

11.4 As used herein, the term “qualified, responsive, and responsible Bidder” shall be defined as a Bidder who has demonstrated the capacity, skill, ability, and integrity necessary to the faithful performance of the Lease (contract). Bidders may be investigated by the Town or its designated representative(s) to determine if they are qualified to perform the obligations of the scope of services. The investigation may seek to determine whether the organization is adequate in size or scope, is or can be authorized to do business in the Commonwealth of Massachusetts, possesses adequate previous experience and whether the Bidders’ financial resources are adequate to reasonably assure the Town that the Lease will be fulfilled, complied with and completed in accordance with the terms of this RFP. The Town Administrator and Selection Committee may perform site visits to Bidder’s managed golf courses (existing or previous) to help determine the most qualified, responsible, and eligible Bidder. These site visits shall include, but not be limited to, a review of the pro shop operations, fee collections systems, food service operation, building cleanliness and upkeep, and overall golf course maintenance conditions. The Town reserves the right to reject any Proposal if the evidence submitted by, or the subsequent investigation of such Bidder fails to satisfy the Town that the Bidder is properly qualified to carry out the obligations of the Lease.

11.5 The Town reserves the right to proceed in whole or in part or not to proceed with any portion of the Scope of Services for the Project, in the order and strictly as needed, based solely on the determination of the Town, or to terminate the selection process at any time.

11.6 The Town reserves the right to reject any or all Proposals, or any part(s) thereof, if in the best interest of the Town to do so. The Town reserves the right to waive any mistakes or informalities in the Proposals received and may request supplementary information from any particular Bidder if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the Town, unless otherwise prohibited by applicable law.

11.7 Minimum Criteria.

1. Submit required Submission Documents.

2. This section establishes certain standards of experience and financial capability that the Town requires for a Bidder to be considered qualified. The Proposal must demonstrate that the Bidder's experience and financial capability are equal to or exceed the requirements listed below. The Town in its sole discretion will decide if a Bidder meets the standards.

More specifically:

- (i) Bidder must have been in the golf management, operations, and maintenance business (or alternatively have been in two out of these three functions) at least three (3) years. Identify when the company was organized (and if a corporation, where incorporated) and how many years engaged in providing golf management, operations and/or maintenance services and for how long as that entity;
- (ii) Bidder must currently manage, operate, and maintain (or alternatively currently provide two out of three of these functions) at one or more golf courses with a total of no less than 18 holes which golf course(s) are at a minimum similar in size and complexity to the Unicorn golf course; and
- (iii) Bidder must be able to provide performance bond in the amount of Seventy-five Thousand Dollars (\$75,000) or equivalent security as determined by the Town in its sole discretion.

11.8 Evaluative/Comparative Criteria. The criteria used to evaluate each Bidder's Proposal shall include, but is not limited to, expertise, capacity, experience, and personnel and will include the following evaluation criteria categories (not listed in order of significance):

Experience of Bidder Managing, Operating and Maintaining Golf Courses.

The experience of the Bidder in managing, operating and maintaining 9 and/or 18 hole golf courses of comparable or greater size, quality of grounds maintenance, conditions of play, and amenities as the Unicorn and Oaks Golf Courses.

Highly Advantageous: More than five (5) years' experience by the Bidder at a golf course(s) meeting the criteria set forth above, which course(s) generated income for the community while remaining affordable for the public.

Advantageous: Three (3) to five (5) years' experience by the Bidder at a golf course(s) meeting the criteria set forth above, which course(s) generated income for the community while remaining affordable for the public.

Not Advantageous: Experience which does not include all of the following: three (3) years' experience by the Bidder at a golf course(s) meeting the criteria set forth above that generated income for the community while remaining affordable for the public.

References Regarding Golf Course Management, Operations and/or Maintenance Performance.

Highly Advantageous: Three (3) or more business/golf industry references (which must include at least one golf industry reference) which indicate superior quality of performance.

Advantageous: Less than three (3) business/golf industry references; or golf industry references (which must include at least one golf industry reference) which indicate only good quality of performance; or fair credit rating.

Not Advantageous: Less than three (3) business/golf industry references and golf industry references which indicate only fair quality of performance; or poor credit rating.

Staffing Including Experience and Qualifications of Bidder's Key Staff.

Highly Advantageous: Submission of an organizational plan showing a structured organization with clearly delineated responsibilities and identifying the Bidder's staff that will be assigned to manage, operate, and maintain the Golf Courses. Staffing levels must satisfy or exceed the required minimum staffing and experience levels set forth in RFP. Experience of key staff demonstrates a higher level of relevant experience and success.

Advantageous: Submission of a plan identifying the Bidder's staff who will be assigned to manage, operate, and maintain the Golf Courses, but not clearly indicating organizational structure or delineating responsibilities. Staffing levels satisfy the required minimum staffing and experience levels set forth in RFP. Experience of key staff demonstrates a reasonable level of relevant experience and success.

Not Advantageous: Submission of a plan which fails to identify the Bidder's staff who will be assigned to manage, operate, and maintain the Golf Courses, fails to show staffing levels which satisfy the required minimum staffing and experience levels set forth in RFP, or shows a poor organizational structure or delineation of responsibilities. Experience of key staff does not demonstrate a reasonable level of relevant experience and success.

The Golf Course Superintendent's Experience.

Highly Advantageous: The proposed golf course superintendent has five (5) years or more of experience as a golf course superintendent at comparable 9 and/or 18-hole golf courses.

Advantageous: The proposed golf course superintendent has three (3) to five (5) years of experience as a golf course superintendent, OR five (5) or more years of experience at an assistant golf course superintendent level or higher, at a comparable 9 and/or 18 hole golf courses.

Not Advantageous: The proposed golf course superintendent has less than three (3) years of experience as a golf course superintendent, AND less than five (5) years of experience at an assistant golf course superintendent level or higher, at a comparable 9 and/or 18 hole golf courses.

The Proposed Golf Professional's Certification.

Highly Advantageous: The proposed individual is a PGA/LPGA-certified Class A golf professional.

Advantageous: The proposed individual is a PGA/LPGA-certified, less than Class A, golf professional.

Not Advantageous: The proposed individual is not PGA/LPGA-certified at any level.

Financial Capability.

Highly Advantageous: Applicant submitted clear, comprehensive and complete financial statements demonstrating their ability to meet the required performance bond/security deposit of \$~~250~~75,000 and start up and support of this business opportunity, with cash reserves sufficient to meet unforeseen events.

Advantageous: Applicant submitted financial reports demonstrating their ability to meet the required performance bond/security deposit \$~~75250,000~~,000 and start up and support of this business opportunity, without highly leveraging themselves.

Not Advantageous: Applicant financial reports demonstrated limited ability to meet the required performance bond/security deposit of \$~~250~~75,000 and start up and support of this business opportunity.

Credit and Financial References.

Highly Advantageous: Three (3) or more business/golf industry references (at least one (1) of which shall be in the golf industry) showing that the Bidder makes timely payment of its bills or other evidence of financial responsibility.

Advantageous: Less than three (3), but at least one (1), business/golf industry reference(s) (at least one (1) of which shall be in the golf industry) showing that the Bidder makes timely payment of its bills or other evidence of financial responsibility.

Not Advantageous: The Bidder does not have any business/golf industry references which indicate good credit rating showing that the Bidder makes timely payment of its bills or other evidence of financial responsibility.

Scope of Services.

Highly Advantageous: Proposal was very thorough, appeared consistent with project intent, and responded to needs expressed by the RFP and Town in all areas. Principle will meet the stated onsite requirements as outlined in the RFP.

Advantageous: Proposal was adequate, appeared consistent with project intent and responded to needs expressed by the RFP and Town in all areas, but response regarding the status of the principle on site, as required in the RFP, is vague or incomplete.

Not Advantageous: —Proposal is vague; Town is unable to determine if it is consistent with expressed needs or project intent of the RFP and Town. No specific responses to the requirement of principle on site as outlined in RFP.

Accountability of Revenues. The Bidder shall submit a detailed description of the method to be used to ensure the accountability for all revenues generated at the golf course.

Highly Advantageous: A plan which specifically details an accurate method for recording and accounting for revenues in each relevant category of revenue; and includes a comprehensive report describing the manner in which these revenues shall be reported to the Town and how the amounts can be verified by the Town; and identifies the person who would be submitting this information to the Town.

Advantageous: A plan which generally describes an accurate method for recording and accounting for revenues in each relevant category of revenue; and includes a report describing the manner in which these revenues are reported to the Town and how the amounts can be verified by the Town; and identifies the staff position who would be submitting this information to the Town.

Not Advantageous: A plan that does not address the way in which all revenue at the golf course will be accounted for by the Bidder.

Evaluation of marketing experience.

Highly Advantageous: The Bidder has experience marketing at least three (3) new or existing 9 and/or 18 hole golf course facilities, including use of print, radio, Internet, social media and/or cable television media and active solicitation of corporate outings and league play.

Advantageous: The Bidder has experience marketing at least one (1) but less than three (3) new or existing 9 and/or 18 hole golf course facility, including use of print, radio, Internet, social media and/or cable television media and active solicitation of corporate outings and league play.

Not Advantageous: The Bidder ~~has~~ doesn't have any experience marketing a new or existing 9 and/or 18 hole golf course facility, including use of print, radio, Internet, social media and/or cable television media and active solicitation of corporate outings.

Evaluation of a marketing strategy.

Highly Advantageous: The Bidder's marketing strategy, including the use ~~of print~~ of print, radio, Internet, social media, cable television media, the active solicitation of corporate outings and league play and/or the Town's website, is very strong, ~~and~~ and very relevant, and appropriate to the stated objectives for the Golf Courses and accessory facilities.

Advantageous: The Bidder's marketing strategy, including the use of print, radio, Internet, social media, cable television media, the active solicitation of corporate outings and league play and/or the Town's website, is evident, ~~and~~ relevant, and appropriate to the stated objectives for the Golf Courses and accessory facilities.

Not Advantageous: The Bidder's marketing strategy ~~was~~ is not relevant or appropriate to the stated objectives for the Golf Courses.

Plan for Pro Shops, Golf Carts, Snack Bar, and other Concessions.

Highly Advantageous: The plan submitted address in some reasonable detail or more the operation of the pro shops, golf carts, snack bar, and other concessions.

Advantageous: The plan submitted begins to address or generally addresses the operation of the pro shop, golf carts, snack bar, and other concessions. .

Not Advantageous: The plan submitted is vague and does not give a clear understanding of the Bidder's plan for the operation of the pro shop, golf carts, snack bar and other concessions.

Beautification plan.

Highly Advantageous: Bidder submitted a detailed beautification plan that would materially improve the beautification and aesthetic conditions of the Golf Courses.

Advantageous: Bidder submitted a general beautification plan that would generally improve the beautification and aesthetic conditions of the Golf Courses.

Not Advantageous: The Bidder's submission is not reasonably deemed to be a beautification plan and would not improve the beautification and aesthetic conditions of the Golf Courses

Unicorn Business Plan.

Highly Advantageous: Business plan is submitted that is detailed and concise and provides a clear understanding of the Bidder's plan for the business operation.

Advantageous: Business plan is submitted that provides a good overview of the Bidder's plan for the business operation.

Not Advantageous: Business plan submitted is vague and does not give a clear understanding of the Bidder's plan for the business operation.

Oaks Business Plan.

The Oaks Par 3 golf course located with easy on and off access to route 93 north and south exits. It is the closest Par 3 course to Downtown Boston only 11 miles away. It is

one of the only par 3 courses in the region and the only par 3 golf course in Middlesex county. It is a great course for business people or anyone who wish to play a fast round of golf, for beginners and for those golfers who do not hit long drives. The terrain and the holes are varied and interesting.

The potential exists to further develop the potential of the Oaks with the addition of a driving range, pitch and putt, or similar golf related uses.

Proposers are asked to submit ideas in writing to maximize the revenue generating potential of the Oaks.

Highly Advantageous: Proposals that include ideas that could increase play and or ideas for generating more revenue at the Oaks through alternative golf related uses.

Advantageous: Proposals that acknowledge the potential of generating more revenue at the Oaks, but lack specifics.

Not Advantageous: Proposals that do not address the potential for increasing revenue at the Oaks.

11.9 INTERVIEWS.

Interviews, if conducted, by the Town Administrator and Selection Committee pursuant to Section 4 above, shall be evaluated as follows:

Highly Advantageous: The Bidder's interview and presentation were above average, being extremely clear and well-organized; the Bidder strongly demonstrated the knowledge to manage, operate, and maintain the golf courses.

Advantageous: The Bidder's interview and presentation were average, being reasonably extremely clear and organized; the Bidder demonstrated reasonable knowledge to manage, operate, and maintain the golf courses.

Not Advantageous: The Bidder's interview and presentation were below average, being less than clear and not reasonably organized; the Bidder did not demonstrate the knowledge to manage, operate, and maintain the golf courses.

11.10 Price (Lease Payment) Proposal Evaluation.

Price proposals will be judged based on which provides the most financial benefit to the Town. Only the initial five (5) year lease period will be considered when evaluating price (lease) payments. (The option year lease payments will not be considered in evaluating financial benefit. (Bidders are reminded that the two separate two (2) year option periods are at the Town's discretion.)

~~Percentage of Gross Revenue payments shall be made bi-annually as follows and due 30 days after the 6 month period:~~

Bi-annually	Due Date
January 1st – June 30th	August 1st
July 1st – December 31st	February 1st

11.11 Proposal Acceptance and Rejection. Notice of the acceptance of the Proposal will be given to the successful Bidder by the Town Administrator in an award letter to the Bidder's address stated in the Proposal and by e-mail. The successful Bidder shall deliver the Lease attached thereto, duly signed, and properly executed, within ten (10) business days of receipt of the notice of acceptance. If the successful Bidder fails to execute the Agreement within such time period, or such extension of time thereof which is at the sole discretion of the Town, the Town may accept another Proposal and exercise its right under the bid deposit or bond and retain said deposit or bond amount. The failure of any Bidder to examine the agreement documents shall not relieve it from the obligations it will incur if its Proposal is accepted. Such Lease shall not be effective until signed by the Town Administrator, the Town's contracting authority.

12.0 SCOPE OF SERVICES/SPECIFICATIONS/LEASE.

The Scope of Services/Specifications for this RFP and the Lease to be awarded after the selection of the successful Bidder include:

1. All Scope of Service/Specification provisions contained in this RFP, including in Sections 12.1 to 12.2~~10~~ below.
2. The Scope of Services - **Exhibit 1**.
3. Grounds Specifications For Golf Course - **Exhibit 2**.
4. Lease Terms and Conditions-Additional - **Exhibit 8**.

12.1 Utilities. All utility expenses such as water, sewer, electric, gas, waste disposal, recycling, telephone, cable television service, Internet service etc. which are or may be required to operate the Golf Courses shall be borne and timely paid for by the Lessee, including relocation of utilities, permits, connection fees, etc. Lessee shall provide any and all utilities, equipment, utensils and supplies necessary to the operation of all concessions (including snack bar(s) at all buildings at the Golf Courses. Lessee acknowledges that the leased premises currently contain adequate electrical supply for current operations at the Golf Courses. Should the Lessee desire any additional electrical line supply, the Lessee agrees to bear the full cost and expense of the installation of such additional electrical supply, subject to the prior written consent of the Lessor. The Lessee shall relinquish and, as applicable, return to the Town, any Town owned or provided equipment or structure(s) at the termination or other expiration of this Lease in as good order and condition as presently they are, reasonable wear and tear accepted.

IMPORTANT NOTE ON WATER: In FY 15, the Town paid the retail rate (\$6 per HCF) for water in the total amount of \$70,897 for water. The Town will discount the water rate to the successful bidder. The rate will be set at the wholesale rate charged by the [Massachusetts Water Resource Authority \("MWRA"\) to the Town](#) plus 25%. The current wholesale rate is \$2.61 per HCF. ($2.61 \times 1.25 = \3.26 per HCF).

12.2 Hours and Days of Operation. The primary operating period shall be daily, daylight to dusk, seven (7) days per week, weather permitting, beginning April 1 and ending November 30, each year of the agreement. The golf course may not be operated during the months of December through March, without approval from the Town Administrator. With the approval of the Town Administrator or designee, the Lessee has the right to close the Golf Courses or part thereof to make repairs or because of inclement weather conditions which could cause severe damage to the golf course. Also, the Town Administrator shall have the authority to close the Golf Courses for reasonable cause as determined by the Town Administrator.

12.3 Sales and Rental Limitations. The Lessee shall have the exclusive right to sell or rent golf or golf related equipment.

12.4(a) ~~Maintenance~~ Maintenance. The Lessee shall accept all properties, facilities, and equipment, including the irrigation system, "as is" in their presently existing condition. The Lessee shall, at its own expense, make all repairs necessary to maintain Town-owned buildings, structures, facilities and equipment, and has total responsibility for building maintenance to include, but not limited to, repair and replacement all the respective Town-owned Golf Course properties, fixtures, plantings, furniture, and related equipment and the heating, utility, and plumbing systems. The Lessee shall keep the Golf Courses and all buildings, including all restrooms, clean and orderly. It is acknowledged by the Bidder that standards for the maintenance, upkeep and repair of the golf course (greens, fairways, bunkers, rough, tees, irrigation, etc.), clubhouse, pro shops shall be made part of the Lease in the Town's reasonable determination. The Lessee is responsible for keeping the access driveways and parking lots serving the Golf Courses free of snow or ice accumulation during the golf season. It is further understood that the Lessee shall provide the Town Administrator a monthly management report in a format approved by the Town Administrator that shall include maintenance to greens, tees, fairways, roughs, building maintenance, levels of irrigation, fertilization, weed control, and other maintenance and beautification. Such report shall be provided within fourteen (14) days of the end of each month, and may be required on a more frequent basis if deemed necessary by the Town. The Bidder shall not make any alterations, additions, or improvements to the Golf Courses and facilities without the prior written consent of the Town Administrator. All alterations, additions, and improvements, whether temporary or permanent in character, shall at all times be deemed to be the property of the Town and shall remain upon the premises at the termination of the Lease. The Lessee will not be responsible for major structural repairs to roofs, exterior walls, irrigation systems, heating, air-conditioning, or foundations when the aggregate costs of repairs exceeds Ten Thousand Dollars (\$10,000) annually. Any such major structural repair(s) shall be at the discretion of the Town subject to public safety requirements.

The Lessee shall have available for use at the Golf Courses on a timely basis all equipment needed to perform the services required pursuant to this RFP and/or

proposed by Bidder in its Proposal. (Please see Exhibit 4 with respect to some of the equipment used by the Town.)

The Lessee shall be responsible for the Golf Course security equipment and measures, including any additional lighting need or reasonably required by the Town, building alarms and cameras, as needed or reasonably required by the Town. The Town shall also have the right to maintain cameras at the Golf Courses, including, but not limited to, facing the pro shops and any other areas where green fees or other revenue is collected.

12.4(b) Capital Expenses. The Lessee shall be responsible for paying for capital expenses related to the Golf Courses up to \$10,000 per year. The Town will be responsible for capital expenses exceeding \$10,000 per year **only upon written approval of Town Administrator in advance of capital expenditures exceeding \$10,000.** In no event will the Town be responsible for capital expenditures caused by the negligence or intentional act of the Lessee, its official(s), employee(s), or agent(s). Capital Expenses are defined as purchases for fixed assets, like buildings and equipment and are not used for ordinary day-to-day operating expenses of the golf course. Repairs that are considered capital improvements will increase the useful life of the asset, ~~be~~are needed to fix a flaw or defect, create a physical expansion, replacing a major structural part, or increase capacity, productivity or efficiency.

The Lessee may at its own expense, make capital improvements to the Golf Courses in excess of \$10,000 if those expenses are approved by the Town Administrator in advance. Any **approved** capital improvement cost in excess of \$10,000 borne solely by the Lessee shall be deducted from the gross revenue calculation which will form the basis for revenue sharing with the Town. For the purposes of this document Capital Expenses shall be defined as cost related to equipment replacement/repair, infrastructure repair/improvements, building structure and system repairs.

12.5 Minimum On-Site Equipment. The Town shall provide all equipment listed in Exhibit 4 to maintain the Golf Courses and associated facilities in accordance with good and reasonable practice and standards, the requirements of this RFP and the Lease. No equipment or vehicles other than those required for on-site use at the Golf Course may be stored on the premises without the written consent of the Town Administrator which shall be at his/her sole discretion and all Town equipment stays on site at all times.

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In addition to the Town provided maintenance equipment, the Lessee shall furnish at power golf carts, new or in "like new" condition sufficient to meet the demand of the courses. The Lessee shall provide the Town Administrator or his/her designee with a copy of the maintenance service schedule and the Town shall have the right to require the Lessee to stop using and replace any golf cart the Town deems dangerous, unserviceable, or not in keeping with the character of the Golf Courses.

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On or before March 1, 2016, the Lessee shall provide written evidence to the Town Administrator that it owns or leases the required golf carts and that such golf carts will

be available at the Golf Courses by the beginning of the golf season. All required equipment must be maintained capable of reliably performing the required maintenance. The Lessee shall be responsible (~~UP TO THE ANNUAL \$10,000 ANNUAL LIMITATION ON CAPITAL EXPENSES~~) for replacing any required equipment/~~golf carts~~ which fails to perform reliably during the term of the lease.

12.6 Taxes. The Lessee shall be responsible for paying, prior to delinquency, any and all taxes and assessments levied or assessed against the Golf Course in connection with the Golf Course and the Bidder's operation thereof. The Town charges a Personal Property Tax for all property owned by the Bidder. This tax will cover golf carts, equipment, tables, chairs, etc. and is payable quarterly to the Town.

12.7 Records and Audits. The Bidders shall propose a detailed description of the methods to be used to ensure the accountability for all revenues generated at the Golf Courses, which method is subject to review and acceptance by the Town, and shall be incorporated as deemed appropriate by the Town into the other accountability provisions in the Lease provided by the Town. The Lessee shall provide a written report on a quarterly basis to the Town Administrator of all revenues received, regardless of source, including but not limited to, green fees, food and beverage sales, pro shops sales, golf cart rentals, club and pull cart rentals, golf lessons, tournament fees, marketing and advertising revenue, facilities rental and the like. Said written monthly report shall be provided to the Town no later than fifteen (15) days after the end of each quarter unless otherwise extended in the sole discretion of the Town Administrator. The Lessee shall also provide a monthly written report of all public access, free rounds, and or related non-compensated form of activities. The Bidder shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the Town Accountant and shall permit inspection of said books and records by the Town as often as deemed necessary in the opinion of the Town in a form acceptable to the Town. The Bidder shall submit at the end of each year (golf season) a certified, audited annual report, or as required by the Town, a profit and loss statement of operations, in a form considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the Town. Said annual submissions shall be made by the Lessee to the Town no later than March 1st of the following year, unless otherwise extended in the sole discretion of the Town Administrator.

The cash management and control system shall include but not be limited to, segregation of duties, detailed reporting of revenue and expenditures, reconciliation of daily bank deposits, computerized point-of-sale cash register system, paper and electronic transaction records, and daily cash register reports.

The Lessee shall be required to track and keep monthly records of number of rounds by category and carts provided to any golfer, including complimentary rounds and carts ("comps"), which shall include the name of the individuals who received the "comp" and why, and shall report and provide monthly to the Town the same. No Town officials, employees, or family members thereof shall receive any complementary use, rounds, golf carts, food, or merchandise. (They should be provided proper receipts for any transaction upon request(s).) "Comps", if provided by the Lessee, must be based on

reasonable business purposes, and the total number of “Comps” should be reasonably limited. The Town Administrator shall have the right to limit or otherwise prescribe “Comps” if the Town Administrator determines that the use thereof is not based on a reasonable business purpose, is not reasonably limited in scope or amount, creates an appearance of unwarranted favoritism, or for other reasonable cause.

12.8 Performance Bond/Security Deposit.

The Bidder shall, at or before the execution of the Lease, furnish to the Town an acceptable corporate surety bond in the penal sum of Seventy-five Thousand Dollars (\$75,000), or equivalent security acceptable to the Town Administrator in his/her sole discretion. The bond shall be in force at all times during the term of the Lease. The Performance Bond or other equivalent security acceptable to the Town Administrator must cover and provide protection from and remedy for, among other failures to perform and consequences arising thereof, a failure (for whatever reason) to pay the required lease payments/rent. **Absent proof** satisfactory to the Town Administrator that the Performance Bond or other security provides such protection and remedy with respect to the payment of rent to the Town, the Lessee shall be required to provide to the Town a security deposit in an amount determined by the Town Administrator, but not to exceed Thirty Thousand Dollars (\$30,000). The Town shall hold such security deposit directly or through a financial institution with no interest to be paid to the Lessee.

12.9 Liability and Workers’ Compensation Insurance Requirements. During the term of the Lease and any holdover period, the Lessee shall maintain in full force and effect at its own cost and expense the following minimum insurance coverage:

A. Commercial General Liability Insurance with not less than the following:

At least One Million Dollars (\$1,000,000) Bodily Injury and Property Damage Liability, Combined Single Limit, with an Annual Aggregate Limit of no less than Three Million Dollars (\$3,000,000) which shall apply exclusively to this location (i.e. the Unicorn and Oaks Golf Courses) and not to other golf courses. The Commercial General Liability Insurance shall include, but not be limited to, covering bodily injury, sickness or disease, or death of any person, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting thereof, and shall also cover the service of food and beverages.

This policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor’s liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities and sprinklers, commonly known as XCU coverage. If the Commercial General Liability policy does not include Products and Completed Operations with the same minimum limit amounts, the Lessee shall provide a separate policy with such insurance.

B. Pesticide liability shall be provided separately, or as a part of the General Liability Coverage, in an amount not less than \$1,000,000 per occurrence

- C. Motor Vehicle Liability** - for owned, lease and hired non-owned and rented motor vehicles of any kind, including trucks and automobiles in the minimum amount of One Million Dollars (\$1,000,000) combined single limit per accident.
- D. Workers' Compensation Insurance** - as required by law at no less than the statutory minimum limit.

The following conditions shall apply to the insurance policies required herein:

- (i) Such insurance shall commence no later than the commencement date of the Lease.
- (ii) All liability insurance shall be written on an "occurrence basis" only.
- (iii) The Town, its officials, employees and agents shall be named as "additional insureds" on all liability insurance policies (~~Commercial~~Commercial General Liability Insurance, Pesticide and Motor Vehicle Liability Insurance)..
- (iv) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein.
- (v) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
- (vi) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the Commonwealth. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better.
- (vii) The Lessee's failure to obtain, to procure or maintain the required insurance shall constitute a material breach of the Lease under which the Town may immediately suspend operations by the Lessee under the Lease.
- (viii) The Lessee shall be responsible for all deductibles under its own insurance policies.
- (ix) The Town, its Issuing Authority, other officials, and employees shall be named as "additional insureds" on all required liability insurance policies.
- (x) Neither this Section, nor the provision of insurance or insurance proceeds pursuant hereto, shall limit the liability of the Lessee pursuant to this Renewal License.

- (xi) The Lessee shall provide the Town Administrator with certificate(s) of insurance for all policies required herein before the commencement of the Lease and prior to expiration of the policies. All certificates shall contain, at a minimum, a thirty (30) day notice of cancellation or reduction in the coverage amount(s).
- (xii) Insurance coverage in amount and form shall not be deemed acceptable until approved by the Town Counsel.

The Town may increase the all or some of the above listed minimum insurance amounts at the beginning of the first of the two (2) year option periods, but by no more than thirty percent (30%) for each insurance type at that time.

12.10 Property, Buildings, Fire, Casualty, Personal Property Insurance. The Town shall provide property insurance for the buildings on the Golf Courses which buildings shall be specifically named by the Town in the Lease.

12.11 Non-discrimination/Equal Opportunity. The Bidder shall comply with all federal, state, and local laws, bylaws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of Town facilities.

12.12 Assignment. The Bidder shall not assign or subcontract any portion of the operation without written approval from the Town.

12.13 Independent Contractor. The Bidder and its employees will operate as an independent contractor and are not considered or be deemed to be Town employees.

12.14 Assignment of Authority. The Lessee shall be in charge of public play on the Golf Courses. The Bidder shall be authorized to enforce applicable by-laws, rules, and regulations for golf operation which are not superseded by the Lease, to the extent not prohibited by applicable law.

12.15 Golf Teams. All Town of Stoneham school golf teams may use the course for practice daily Monday through Friday (except holidays), not to exceed three (3) hours during the school golf team season and two (2) weeks prior thereto, and for scheduled home matches, including league play by Stoneham, at no cost. The Lessee may schedule the hour of practice between 3:00 p.m. and 7:00 p.m. in advance.

12.16 Signs. The Bidder shall not place any sign or advertisement upon any property of the Town or upon any vehicle used by the Bidder directly for any concession which may result from this RFP without written approval by the Town Administrator. All Town of Stoneham By-laws related to signage must be conformed to at all times.

12.17 Encouragement to Use Stoneham Businesses and Hire Stoneham Residents. Bidders are encouraged to use Stoneham businesses and hire Stoneham residents when at all possible.

12.18 National Park Service Land and Water Conservation Fund Agreement— the Unicorn and Oaks golf courses are subject to a Land and Water Conservation Fund State Assistant Program Agreement as a result of some initial funding to the Town by

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the Bureau of Outdoor Recreation of the United States Department of Interior. The applicable provisions of the National Park Service's Land and Water Conservation Fund State Assistance Program, including as set out in the Federal Financial Assistance Manual, Volume 69 (Effective Date: October 1, 2008), CHAPTER 8 - POST-COMPLETION AND STEWARDSHIP, Section D. Leasing and Concession Operations Within a Section 6(f)(3) Area (a portion of Pages 8-2 and 8-3) are incorporated by reference and, in part, specifically set out, in this RFP (see Exhibit 7 - Lease Terms and Conditions", Page 2) and shall be specifically listed in the final Lease document. (Web Link: <http://www.nps.gov/ncrc/programs/lwcf/manual/lwcf.pdf>)

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12.189 Reservation of Rights by Town. Nothing contained in this RFP, a Bidder's Proposal, or in the Lease entered into pursuant to the RFP and Proposal shall grant the Bidder/Lessee the right to operate a service not specifically provided pursuant to said Lease. For instance, the successful Bidder/Lessee may not operate a restaurant (as contrasted with the snack bar authorized pursuant to this RFP) without an amendment of the Lease which addresses the operation thereof and the compensation therefore to the Town in consideration thereof.

12.1920 Alcoholic Beverages. There shall be no selling or consumption of alcohol beverages on the Golf Courses or any associated facility, other than: (i) as may be authorized by the Town Administrator subject to the grant of a "one-day" license by the Board of Selectmen, pursuant to applicable State law and "ABCC" regulations; or (ii) pursuant to an amendment of the Lease after the terms and conditions of such amendment, including additional rent from the Lessee to the Town, is agreed to by the parties, also subject to approval and licensing by the Board Selectmen. Nothing in this Section 12.20 is intended to imply that any consideration or determination to amend the current policy prohibiting the sale or consumption of alcoholic beverages has occurred.

12.21 Lease Payment Schedule. The payment schedule for the Fixed Rent and the Percentage of Gross Revenue payments shall be made bi-annually as follows and due 30 days after the 6 month period: are as follows:

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Fixed Rent payments to the Town will be made in two equal installments; first payment of \$12,500 by June 1 and second payment of \$12,500 by October 1 each year starting in 2016.

Commented [B2]: Joanne – earlier this section had a time period for the rent payment. There need not be two separate payment schedules, but the payment is more than the Percentage of Gross Revenue, since there is the fixed payment of \$25,000. The wording should reflect that.

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Percentage of Gross Revenue payments to the Town will be made bi-annually, based on gross revenue generated in the prior 6 months, January-June on August 1 and July-December on February 1.

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<u>Bi-annually</u>	<u>Due Date</u>
<u>January 1st – June 30th</u>	<u>August 1st</u>
<u>July 1st – December 31st</u>	<u>February 1st</u>

Cover Letter

Submission Document No. 1

No Form Provided
Each Bidder Submits Its Own Cover Letter

(Please Use 8 ½ by 11 inch paper/pages)

RFP Overall Response

Submission Document No. 2

No Form Provided
Each Bidder Submits Its RFP Overall Response

(Please Use 8 ½ by 11 inch paper/pages)

PRICE WORKSHEETS

Submission Document No. 3

1 of 2

The Town of Stoneham requires that the successful lessee will pay a fixed sum of \$25,000 to the Town annually as rent plus a minimum of 15% percent of the total gross revenue generated on both the Unicorn and Oaks Courses. Bidders are encouraged to propose greater than 15% as the Town's share of revenues in order to enhance their prospects of being selected as the successful bidder.

The bidder hereby offers to lease from the Town of Stoneham the Unicorn and Oaks Golf Courses, and associated club houses, rest rooms, maintenance building, and parking lots for the sum of \$25,000, plus the following percentage of gross revenue:

PERCENTAGE OF GROSS REVENUE BOTH COURSES COMBINED

2016 _____

2017 _____

2018 _____

2019 _____

2020 _____

OPTION YEARS

2021 _____

2022 _____

2023 _____

2024 _____

Gross revenue is defined as the total revenue generated and collected from all sources associated with the operation of the golf courses including but not limited to greens fees, cart rental fees, sales of food, beverages, and merchandise on site.

Fixed payments to the Town of \$25,000 shall be made in two equal installments; first by June 1 and second by October 1 each year starting in 2016. Percentage of gross revenue payments to the Town shall be made bi-annually, based on gross revenue generated in the prior 6 months, on August 1 and February 1.

Signed

Date

**OPTION REGARDING CLOSING OF
STONEHAM OAKS GOLF COURSE**

Submission Document No. 3

2 of 2

In the event that the Town elects to close the Oaks Golf Course during the term of this lease the bidder shall continue to pay the fixed rent of \$25,000 per year to the Town. Upon the closing of the Oaks, the bidder proposes to revise the percentage of gross revenue shared with the Town to the following percentages being no less than 12.5%:

PERCENTAGE OF GROSS REVENUE
FROM UNICORN ONLY

2016	_____
2017	_____
2018	_____
2019	_____
2020	_____

OPTION YEARS

2021	_____
2022	_____
2023	_____
2024	_____

Gross revenue is defined as the total revenue generated and collected from all sources associated with the operation of the golf courses including but not limited to greens fees, cart rental fees, sales of food, beverages, and merchandise on site.

Fixed payments to the Town of \$25,000 shall be made in two equal installments; first by June 1 and second by October 1 each year starting in 2016. Percentage of gross revenue payments to the Town shall be made bi-annually, based on gross revenue generated in the prior 6 months, on August 1 and February 1.

Signed

Date

UNICORN GREENS FEES PROPOSAL for the first year; 2016 golf season

Submission Document No 4

Description	WEEKDAYS		WEEKENDS	
	STONEHAM RESIDENT	NON RESIDENT	STONEHAM RESIDENT	NON RESIDENT
GREEN FEES				
9 HOLES				
SECOND 9 HOLES				
SENIOR OVER 60				
JUNIOR UNDER 18				
STONEHAM VETERANS				
CART FEES				
9 HOLES- ALL GOLFERS				
SECOND 9 HOLES- ALL GOLFERS				
PULL CARTS				

OAKS GREENS FEES PROPOSAL for the first year; 2016 golf season

Description	WEEKDAYS		WEEKENDS	
	STONEHAM RESIDENT	NON RESIDENT	STONEHAM RESIDENT	NON RESIDENT
GREEN FEES				
9 HOLES				
SECOND 9 HOLES				
SENIOR OVER 60				
JUNIOR UNDER 18				
STONEHAM VETERANS				
CART FEES				
9 HOLES-ALL GOLFERS				
SECOND 9 HOLES-ALL GOLFERS				
PULL CARTS				

NOTES:

Any increase in future fees must be approved by the Town Administrator in his/her reasonable judgement.

**ACKNOWLEDGEMENT OF STONEHAM OAKS POSSIBLE CLOSE
SUBMISSION DOCUMENT NO 5**

Bidders must acknowledge that they fully understand that at any time during the term of the Lease, the Town will have the right, upon 6 month written notice to the selected Bidder, to close the Oaks golf course and repurpose the oaks golf course for another use.

Signed

Date

CERTIFICATE OF NON – COLLUSION

Submission Document No. 6

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union committee, club, or other organization, entity, or group of individuals.

(Name of person signing bid or proposal)
(Please print)

(Signature required)

(Name of business)

6. None of the persons listed in this section is an official elected to public office in the Commonwealth of Massachusetts except as noted below:

This section must be signed by the individual(s) or organization (s) entering into this real property transaction with the public agency named in items 1. If this form is signed on behalf of a corporation, it must be signed by a duly authorized officer of that corporation.

The undersigned acknowledges that any changes or additions to item 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Planning and Operations within 30 days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

TAX CERTIFICATION FORM

SUBMISSION DOCUMENT NO 8

Pursuant to MGL Chapter 62C, section 49A, I certify under the penalties of perjury, that I, to my best knowledge and belief, have filed all state tax returns and paid all state and Town of Stoneham taxes required under law.

**Social Security Number or
Federal Identification Number

*Signature of Individual or Corporate
Name

Please check the following:
INC. _____

By _____
*Corporate Officer (if applicable)

Please Print:

Name of Business: _____

Address: _____

***Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.**

****Your social security number or federal identification number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of MGL 62C, section 49A.**

Acknowledgement of Addendum/Addenda Form
Submission Document No 9

It is the Proposer's responsibility to make certain they have received any/all addenda relating to their proposal prior to the proposal deadline date of November 6, 2015.

If you are receiving a request for proposal, we strongly encourage you to notify the Town of Stoneham's Town Administrator with the following information.

In the event any addenda are issued, it will be sent to all proposers who have provided the Town with this information.

Request for Proposal Number: _____

Contact Name:

Company Name:

Address:

City/Town, State, Zip Code:

Contact Phone Number:

Fax:

Email:

Addendum #2

to:

**REQUEST FOR PROPOSALS UNDER A FULL LEASE
AGREEMENT (CONTRACT)
TO PROVIDE PROFESSIONAL MANAGEMENT, OPERATIONS,
AND MAINTENANCE FOR THE
STONEHAM UNICORN AND STONEHAM OAKS MUNICIPAL
GOLF COURSES AND ASSOCIATED FACILITIES**

Issued by:

**Town of Stoneham, MA
35 Central Street
Stoneham, MA 02180**

Date: October 13, 2015

The Town of Stoneham is hereby issuing Addendum #2 to the Request for Proposal summarized as follows:

1. This addendum #2 extends the deadline for proposal submittal to Friday, November 6, 2015, 12:00 noon.
2. This addendum #2 adds a 2nd pre-proposal conference for Thursday, October 15, 2015 to be held at the Unicorn Golf Course, Clubhouse, 460 William St., Stoneham, MA 02180 at 3:00 pm.
3. This addendum #2 adds a 2nd informational update conference for Friday, October 23, 2015 to be held at the Stoneham Town Hall, Banquet Room (Basement), 35 Central Street, Stoneham, MA 02180 at 10:00 am.
4. This addendum #2 removes the Landscape and Greens Price Worksheets.
5. This addendum #2 updates the Town equipment list to include a 2002 Ford truck.
6. This addendum #2 changes the RFP to keeping the Town equipment on site for the successful bidders use.
7. This addendum #2 adds Exhibit No. 7 as Unicorn and Oaks Rounds Total for the golf season 2015.
8. This addendum #2 changes the Exhibit No 7-Lease Terms and Conditions to Exhibit No. 8, adds language from the National Park Service, and a Lease Payment Schedule.
9. This addendum #2 changes Submission Document No. 7-Certificate of Non-Collusion to Submission Document No. 6; Submission Document No. 8-Disclosure of Beneficial Interest to Submission Document No. 7; Submission Document No. 9-Tax Certification Form to Submission Document No. 8; and Submission Document No. 10-Acknowledgement of Addendum/Addenda Form to Submission Document No. 9.
10. This addendum #2 changes Submission Document No. 3-Price Worksheets by changing the fixed rent amount to \$25,000 and percentage of gross revenue language.
11. This addendum #2 updates language in Exhibit No. 2-Grounds Specifications.
12. This addendum #2 updates the Golf RFP checklist to correct Exhibit and Submission Documents numbering, to include new additions, and remove deletions.

The following documents are forwarded herewith as part of this Addendum #2:

- (i) The body of the RFP, as amended by this Addendum #2, with the changes shown in "track changes" format (deletions shown as a strike-thru and additions with an underline);
- (ii) Exhibit No 8 - Lease Terms and Conditions (formerly Exhibit No. 7) with the changes shown in "track changes" format (deletions shown as a strike-thru and additions with an underline); and
- (iii) The RFP with all Exhibits and Submission Documents, as amended by this Addendum #2, in its entirety and in final format.

Addendum #3

to:

**REQUEST FOR PROPOSALS UNDER A FULL LEASE
AGREEMENT (CONTRACT)
TO PROVIDE PROFESSIONAL MANAGEMENT, OPERATIONS,
AND MAINTENANCE FOR THE
STONEHAM UNICORN AND STONEHAM OAKS MUNICIPAL
GOLF COURSES AND ASSOCIATED FACILITIES**

Issued by:

**Town of Stoneham, MA
35 Central Street
Stoneham, MA 02180**

Date: October 16, 2015

The Town of Stoneham is hereby issuing Addendum #3 to the Request for Proposal summarized as follows:

1. The next RFP informational meeting will be at 10AM at Town Hall on Friday, Oct. 23 (not 3 PM as stated in section 4.03 of the revised RFP).

**Memorandum of Understanding:
Seasonal Ice Rink on Stoneham Town Common**

October 8~~27~~, 2015

Contents:

- Chamber of Commerce, Christmas Tree Lighting 1
- Sponsorship..... 2
- Financial Transactions 3
- Insurance..... 3
- ~~Town~~Town Coordination 3
- Debrief Meeting 3
- Community Outreach 3
- Signage..... 4
- Timeline 4
- Distribution List 4

This is a memorandum of understanding among the proponents of the winter ice rink on the Stoneham town common. The proponents -("Proponents") are under the leadership of community spirited volunteers Craig Celli, Century 21 Celli and Patrick and Ryan Cassidy, Cassidy Landscaping. (However those volunteering their services to the Town shall do so in their individual capacity.) This MOU is not a contract; no money or other consideration has been exchanged in relation to it. With multiple people working to realize the vision of a new, wholesome, free-to-all community amenity in the heart of Stoneham, the hope of this document is to provide a shared understanding of logistical details for fiscal year 2016, which began on July 1, 2015 and ends on June 30, 2016.

Because the ice rink is a weather dependent project, all dates related to the installation, operation, end of season shutdown, and ground restoration are approximate. The proponents and the town realize that if an unusually warm or snowy or otherwise extreme weather pattern occurs this winter, it will require agile decision making in as timely a manner as possible. The proponents and the town will endeavor to notify the attached distribution list of changes in scheduling, as well as call logistical meetings as needed. The proponents request that the Town update representatives of the Proponents regarding the schedule and any changes thereto both before and during the construction process.

Chamber of Commerce, Christmas Tree Lighting

With the goal of being good cooperative neighbors, the pProponents are coordinating closely with the Chamber of Commerce, which hosts the annual Christmas tree lighting ceremony in late November to ensure that both the rink and the tree lighting are successful, streamlined events, folding in the new tradition of the rink with a beloved old tradition of the tree lighting.

Because of ground freezing concerns, it is proposed that the oval shaped rink frame ~~will~~ be staked in place in advance of the tree lighting and that pony rides ~~will~~ occur within the frame. The proponents will, subject to the approval of the town, string a double ring of white Christmas lights around the frame. These lights will serve a dual purpose of highlighting the pony area and also calling attention to the possible trip hazard of the rink frame.

Sponsorship / Development Team

There are two title sponsors in place for FY16. These title sponsors are Celli Realty and Cassidy Landscaping. Each title sponsor has committed to donating a minimum of \$2,500 and up to \$5,000, depending on the success of efforts to attract additional sponsors from the community.

We propose that ~~T~~title sponsors will be authorized to have promotional signage installed around the rink to be visible to the public.

We propose ~~U~~ up to five Corporate Sponsorship opportunities ~~will~~ be available as well for commitments of \$1,000. And further that ~~E~~each Corporate Sponsor is offered a 2 foot by 3 foot sign within the wall of the rink for the full duration of the skating season. The deadline for Corporate Sponsorship sign up with the Proponents is Wednesday, November 18th. Interested parties should contact Tara Lawler, Ice Rink Volunteer Project Manager, at taraanne04@comcast.net or by phone (617) 529-5731. The list of proposed corporate sponsors shall be forwarded by the proponents to the Board of Selectmen.

Subject to the town: (i) deciding to have a winter ice rink in subsequent years; (ii) the Town accepting sponsors at such time(s) and the Town's determination(s) at such time(s) as to the form of sponsorship(s); and (iii) subject to any then applicable law, bylaws or other legal requirements, it is proposed that Title Sponsors ~~will have a be granted yearly right of the first -first refusal to renew option of their~~ sponsorship roles for ~~the next subsequent~~ skating season(s). ~~Each will have until the following June 30th to renew their sponsorship role.~~

In FY16, the Title Sponsors are also playing a lead role as the primary project ~~p~~Proponents. Each has donated additional time away from their businesses to lead execution of the rink project. Each expects to continue donating time toward the project over the course of FY16. Each has long established roots in Stoneham and a great deal of local experience. Each believes very strongly in the community building vision of the ice rink.

Century 21 Celli has led community outreach and project management efforts, together with Stoneham resident and volunteer, Tara Lawler.

~~Cassidy Landscaping Patrick and Ryan Cassidy~~ will volunteer to help oversee and to conduct preparation of ground and installation of the rink as well as restoration of the town common grounds when the rink is removed for the season. In coordination with the town, they will maintain the skim coat on the rink during operations and, assuming moderate snow fall that makes the common generally accessible to the public, they will keep the rink clear of snow. If snow fall accumulates to the extent of the winter of FY15, it may limit usability of the common as a whole and thus affect usability of the rink.

Additionally, Rachel Meredith-Warren, resident and volunteer, has provided technical advice on conventions of project planning, including community engagement and typical development processes. She has offered to provide similar assistance to any project proposed in the Stoneham community.

Financial Transactions

The rink is the gift to the town of Stoneham from the project proponents. Project proponents will draft any check(s) to "Town of Stoneham." The Town will then use these funds to purchase the rink package and related materials, including, but not necessarily limited to rubber walking mats, support bracket safety padding, signage, water for initial rink fill and routine topping off/skim coating of the rink surface, site preparation and leveling materials, site restoration materials including loam, printing and supplies.

Procurement of project costs will be transacted through the Town of Stoneham. Any purchasing done directly by project proponents is not expected to be reimbursed.

Insurance

The town owns the rink and all related materials. The town will cover the rink under its existing insurance coverage, including but not limited to general liability and property coverage.

Town Coordination

The town will is requested to help to maintain the skim coat on the rink by using staff and equipment, including the water buffalo. The town will should coordinate with Patrick and Ryan Cassidy Landscaping on deployment of staff and equipment to maintain the rink during the skating season, as well as during the installation period, end of season shut down, and restoration periods.

Debrief Meeting

Before May 31, 2016, the town and the project proponents will meet to debrief the FY16 skating season, identify lessons learned, and form a plan for the FY17 season.

Community Outreach

The project proponents participated in the August meeting of the Stoneham Square Neighborhood Group to engage with residents and understand their concerns. They plan a follow up appearance at the Group's October meeting. The project proponents

appeared before the Board of Selectmen in August and were successful in obtaining the support of that board for the project and use of the town common site. The project proponents have met with the Chamber of Commerce and plan another meeting with Chamber in October.

Signage

The Proponents propose that Signage on the town common will include

- a “coming soon” sign during the Christmas Tree Lighting event;
- a poster of rules and hours of operation
- up to five Corporate Sponsor signs around the perimeter of the rink
- two title sponsorship signs installed outside the rink area

Design and color scheme of signs will be determined together with printer, who will help determine what is feasible. Certain colors may reflect light and heat differently, which may impact the condition of ice. Protecting the condition of the ice is of greatest importance and may limit design options.

Timeline

Oct Nov	Check presented from project proponents to town
Oct Nov	Rink package purchased
Nov 18	Deadline for Corporate Sponsors
Nov 16 to 28	Site prepared; stakes, rink frame and white perimeter Christmas lights installed
Nov 29	Christmas Tree Lighting Ceremony
Dec 23	Opening ceremony of ice rink
Dec 23 to Feb 28	Rink open between 9am and 9pm
Apr	Common restored to original or better conditions

Commented [S1]: New date needed

Commented [S2]: New date needed

Distribution List

Town Administrator	David Ragucci	dragucci@ci.stoneham.ma.us
Town Planner	Erin Wortman	EWortman@stoneham-ma.gov
Town DPW	Bob Grover	bgrover@stoneham-ma.gov
Town Selectmen	Erin Sinclair	esinclair@stoneham-ma.gov
Volunteer Proj Mgr	Tara Lawler	taraanne04@comcast.net
Project Proponent	Craig Celli	craigicelli@gmail.com
Project Proponent	Ryan Cassidy	ryan@cassidylandscaping.com
Project Proponent	Patrick Cassidy	Patrick@cassidylandscaping.com
Chamber of Commerce	Jennifer Welter	ed@stonehamchamber.org

Memorandum of Understanding: Seasonal Ice Rink on Stoneham Town Common

October 23, 2015

Contents:

Chamber of Commerce, Christmas Tree Lighting.....	1
Sponsorship.....	2
Financial Transactions.....	3
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Because the ice rink is a weather dependent project, all dates related to the installation, operation, end of season shutdown, and ground restoration are approximate. The proponents and the town realize that if an unusually warm or snowy or otherwise extreme weather pattern occurs this winter, it will require agile decision making in as timely a manner as possible. The proponents and the town will endeavor to notify the attached distribution list of changes in scheduling, as well as call logistical meetings as needed. The proponents request that the Town update representatives of the Proponents regarding the schedule and any changes thereto both before and during the construction process.

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In FY16, the Title Sponsors are also playing a lead role as the primary project Proponents. Each has donated additional time away from their businesses to lead execution of the rink project. Each expects to continue donating time toward the project over the course of FY16. Each has long established roots in Stoneham and a great deal of local experience. Each believes very strongly in the community building vision of the ice rink.

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Town Planner	Erin Wortman	EWortman@stoneham-ma.gov
Town DPW	Bob Grover	bgrover@stoneham-ma.gov
Town Selectmen	Erin Sinclair	esinclair@stoneham-ma.gov
Volunteer Proj Mgr	Tara Lawler	taraanne04@comcast.net
Project Proponent	Craig Celli	craigjcelli@gmail.com
Project Proponent	Ryan Cassidy	ryan@cassidylandscaping.com
Project Proponent	Patrick Cassidy	Patrick@cassidylandscaping.com
Chamber of Commerce	Jennifer Welter	ed@stonehamchamber.org

Town of Stoneham
Office of the Town Administrator

35 Central Street
Stoneham, MA 02180

Human Resources
(781) 279-2620



Dress Code Policy

The following policy applies to all Town employees with the exceptions listed below.

The Town of Stoneham strives to maintain an atmosphere of professionalism and believes that appropriate dress and overall appearance on the part of each employee is essential. While the Town allows “casual dress” by employees, our definition of casual is “business casual.”

Business casual means no spandex, shorts, tube tops, beach flip flops, gym clothing or shoes, T-shirts or shirts bearing advertisements or slogans, and no jeans unless they are dress jeans. Clothing that works well for the beach, yard work, dance clubs, and exercise sessions are not be appropriate for a professional appearance at work.

We must maintain a professional atmosphere for the citizens that we serve. If there are questions on whether something is appropriate, please use good judgment. Your cooperation is expected.

Exceptions to the above Dress Code Policy:

Members of the DPW Union:

Article XIX, page 33: “Each member shall be required to wear uniforms at all times when working for the Town.”

Members of the Fire Fighters Union:

Article XI, page 17, Sec. 3: “Dress and work uniforms will be at the discretion of the Chief.”

Members of the SCEA – Golf and certain DPW employees:

Article X, page 22: “Golf Course and DPW shall be given uniforms and be required to wear uniform.”

Members of the Police Superior Officers Association; the Stoneham Police Association; SCEA Dispatchers and Traffic Directors:

Traffic Directors and Dispatchers are required to wear uniforms while performing job duties. SPA and SPSOA assigned to uniform patrol or working a paid detail would be required to wear uniforms. Personnel assigned to the detective bureau, working a ‘plain clothes’ assignment, attending training or working at an event such as the annual fishing derby may not be required to wear a traditional uniform.

Non-Union Employees working at the Arena and Golf Course are required to wear a Town of Stoneham t-shirt, jacket or any other form of clothing (i.e. “Staff” vest) that would identify them as a member of the staff.

Approved: _____
Town Administrator Date

GRay/09-08-15

Stoneham Board of Selectmen – Minutes of Meeting of September 22, 2015

Chairman Thomas Boussy called the meeting to order at 7:00 p.m. Also present were Selectwoman Caroline Colarusso, Selectman John F. DePinto, Selectwoman Ann Marie O'Neill, Selectman Frank Vallarelli, Town Administrator David Ragucci and Town Counsel William H. Solomon.

The following minutes include the actions taken at the meeting and a brief summary of the discussions had by the Board of Selectmen. If you would like to hear detailed discussion please see the time listed next to each agenda item and go to Stoneham TV on Demand available from the homepage www.stoneham-ma.gov

Pledge of Allegiance

Update from Senator Jason Lewis & State Representative Michael Day (Time :45-34:08 on Stoneham TV on Demand)

State Representative Michael Day spoke on the following budget items: FY16 budget has been resolved and passed, the amount of local aid was 3.426 million dollars which is an increase of about \$120,000 from last year, Chapter 70 went up to 3.838 million which is an increase of \$60,000 from last year and \$50,000 to Stoneham for the Substance Abuse Coalition Coordinator. Representative Day states that the Substance Abuse Coalition is having an event on October 2, 2015 6pm at the Montvale Plaza he would like to encourage everyone here and at home to come to this event. Representative Day stated that they over road other cuts on the vetoes such as to education funding which will restore full day kindergarten grants, early education programs, as well as UMASS scholarship programs, directly \$6,000 of programming to Stoneham Cultural Council as well as \$11,500 to Stoneham Theatre for programming. He also mentioned Massachusetts Rental Voucher Program was restored. He states there will be about 1,000 new vouchers to families at risk of homelessness. He states the money will be used to implement a law that passed last session that was built on Massachusetts Special Commission on Unaccompanied Homeless Youth. He states they will move forward on those recommendations and the piece there that he is proud of is not only is it going to keep these kids off the street which will add some stability to their lives it is also going to significantly cut down on societal costs such as crime and emergency services. He states this was driven forward by Max Davis a young man from Stoneham who has been in the State House repeatedly along with his parents Brenna and Michael Davis. They were the driving force behind this line item. He states Stoneham should be proud of Max and his work on this. Representative Day states the House also approved funding for a piolet program for post-partum depression and for prostate cancer research. Representative Day states that they restored 1 million dollars of funding to the Stone Zoo to operational budget. He states they received a commitment from the administration that Zoo New England will receive 3 million dollars under a Mass Works grant. That money will be dedicated to capital investments and deferred maintenance. He stated that 2.8 of that 3 million will directly to the Stone Zoo and as result of that Stone Zoo was just informed that it received it reaccreditation which is a huge bonus for us. He states there are some strings with the reaccreditation but it is a huge step to secure the Zoos future. He would like to thank everyone from the community that helped. Representative Day states there is a transportation forum coming up on October 30th at 7pm at Town Hall. He states this is the opportunity for Stoneham to come out and talk to the head of the MBTA on the needs and what we would like to see. Representative Day states there was a senior panel discussion yesterday at the Senior Center that will broadcast on Stoneham TV starting next week highlighting all the services and resources available for seniors in Stoneham. He would also like to let everyone know about the Veterans Day Road Race on November 11, 2015 which will be a 5k road race. He encourages everyone to sign up and run it. He states that the turn out for the Veterans Day Ceremony has been dismal stating it is usually less than 20 people at Town Hall. There is a group of them who would like to see this change and they think by putting the race together it will help us come together to honor our veterans. Senator Jason Lewis would like to start with congratulating the Town and the Chamber of Commerce on another fantastic Town Day this past weekend. He would like say how much of an accomplishment it was for Rep Day on his very first budget in the State House on a number of the items he mentioned and imp articular the \$50,000 for a coordinator for Stoneham Substance Abuse Coalition. He states we would have not been successful with that if it was not for Rep Day. Senator Lewis also mentions the incredible accomplishment we had all together with the funding to the Stone Zoo. He states with all the support from the community, the Board, the letter and petitions Secretary Ash stated heard it load and clear and he was the key decision maker on that along with the Baker administration. Senator Lewis states he is aware that the community would like a bus stop at the Zoo and he has brought that up with the MBTA multiple times. He states they have always told him they have safety concerns. He states they are not giving up and he will continue to raise that with them and seek to increase access to the Stone Zoo. Senator Lewis speaks on Chapter 70 School funding formula. They were successful in creating a foundation budget review commission in the State budget last year. That commission was formed and they have been holding hearing around the State. Senator Lewis and Rep Day both testified at the hearing. They came out with their preliminary report in June. He states there was a very strong finding that due to health insurance cost and special needs those have led to expenses for our school districts that significantly exceed what assumed in the formula and therefor the State has been essentially under funding the needs of our school districts. He states they will be finishing their work in November and there will be a final report. Senator Lewis, Rep. Day and many of their colleges will be pushing hard to then take that up in the budget next year and start taking steps to address that in education funding moving forward. Senator Lewis states he knows there is a desire in the community to improve pedestrian access, bike access, sidewalks and he states they are continuing to monitor the launch of the complete streets program. He states the Department of Transportation is still working to put together the parameters for the program and he will make sure he keeps them updated. Senator Lewis states this would be a separate pot of Chapter 90 money that would become available to those communities. Senator Lewis speaks about the Eversource project and that they have had numerous meeting with Eversource and the Department of Transportation to push for alternative paths of travel that would go out and around Stoneham. He states they have written letters to the Secretary of Transportation and to Governor Baker. Senator Lewis states at this point they are waiting for feedback from the utility. He is expecting them to go to the Energy Facilities Sighting Board by the end of this month. He states will still have the opportunity to comment on the project and they will continue to advocate for Stoneham. Senator Lewis speaks on the Tri Community Bikeway. He states the funding that was in this fiscal year has now been transferred to the next fiscal year which means our funding is protected. The last topic Senator Lewis address is the issue on Ravine Road. He states there were concerns about a guardrail. He states that they have come up with a design that meets everyone's approval. Chairman Boussy thanks Senator Lewis and Representative Day and states he thinks that was very thorough and that he is glad that Stoneham is moving up. He states the information on the Zoo is fantastic and there is a lot of good things happening in the State House. He states they appreciate the hard work that they are doing for Stoneham. Selectwoman Colarusso states they are getting calls and complaints regarding the intersection at North Street. She asks if they can conduct a traffic study at that intersection. Representative Day states they are well beyond a traffic study and states that the DOT has this on the list. He states they are working with the engineer in town. Town Administrator Ragucci states it is at 75% design. Selectwoman Colarusso asks if they can share the results of the traffic study. Representative Day states it is between the Town and DOT on what the town would like vs. what the DOT is willing to do. Selectwoman Colarusso states she would like something done before someone get seriously hurt. Mr. Ragucci states he believes this is on the tip for FY17. Selectwoman Colarusso would like to see this project done sooner than FY17. Mr. Ragucci states the MPO controls the tip dollars and they can try to move this up but he doesn't think it will happen. Representative Day states the intersection at Friendly's is also a

problem intersection. Selectwoman Colarusso states she hopes we are bracing ourselves where we have Langwood Commons, Weiss Farm proposed and Fallon Road which will be several thousand more residents which equates to thousands of more vehicles in a short period of time on our roads and she would like to see planning at the town and state levels. Selectwoman O'Neill asks if there is any State or DCR resources that we can partner with on these roadways that we don't have any control over. Representative Day states he met with the Commissioner and that intersection was one of the big pieces they talked about and he was told they are under an order from the court not to do anything there until Langwood Commons litigation plays out. Senator Lewis states they have been working on different areas to help with the traffic flow. Selectwoman O'Neill states she would like to gather some of the research from Reading. She states she has talked to some of the officials there and they are excited about it. She states like Senator Lewis said it sounds like it should make some vast improvements and help the flow of traffic. Chairman Boussy asks if this ties into complete streets. Senator Lewis states it can. Selectwoman O'Neill why there are no buses just beyond the school and is it because there are no safe places to stop. Senator Lewis states he is not sure. Selectwoman O'Neill states she will find that out on the 30th. Chairman Boussy discusses the MWRA project that is going on in Reading and states it is like having a crystal ball and seeing what is going to happen in Stoneham in a year from now with MWRA and Eversource projects coming through. Mr. Ragucci discuss the MWRA mitigation money discussions he has been having for the Town of Stoneham. Mr. Ragucci states the idea he would like to float to Senator Lewis and Representative Day and ask for their help on is that this pipeline they are putting through Stoneham is not just for the redundancy of Stoneham but to also be the branch to Northwestern part of the State. His idea and suggestion is the communities that are not members now why shouldn't they be assessed something on top of their water bills to pay Stoneham for the inconvenience and the loss of underground space. He is not asking the MWRA to burden their current customers but when a new community wants to come online why shouldn't Stoneham get .2% of every gallon that is going into that community. He asks if something like this would require a special act of the legislature or is it something we can negotiate in a mitigation agreement with the MWRA. Representative Day states he will look into and follow up with him. Selectwoman O'Neill states getting the money for the Zoo is fantastic. She states that was a big community effort and would like to thank her Board members and the members of the community. Senator Lewis states this a great opportunity to strengthen the relationship between the Town, Schools and the Zoo.

Public Hearing Site Plan/85 Cedar Street/Riemer & Braunstein (Time 34:19- 62:29 on Stoneham TV on Demand)

Attorney Mark Vaughan from Riemer & Braunstein was present to represent BJ's Wholesale Club. Selectmen DePinto read the Notice of Hearing. Attorney Vaughan discusses the proposed changes to the location and states this will require a special permit from the Planning Board and was approved unanimously. Mr. Luke DeStefano with Bohler Engineering walked the Board through the layout. Selectman DePinto asked if they were selling anything other than gas. Attorney Vaughan stated there would be no retail items sold from the kiosk other than BJ's membership cards. Selectman DePinto read the Department Recommendations: DPW Engineering – Agreed, Police Department – Agreed, Board of Health – Agreed, Fire Department – Agreed and Inspectional Service – Agreed. Attorney Vaughan explains the canopy signs and states they have not met with the Zoning Board of Appeals. Selectman Vallarelli asks if the hours of operation will be in conjunction with the store hours. Attorney Vaughan stated that hours of operation will be 6:30 a.m. to 10:00 p.m. Monday-Saturday and 6:30 a.m. to 8:00 p.m. on Sundays. Selectman Vallarelli asks if there is any plan to come back and revise the signage out by Route 93. Attorney Vaughan states no they are not altering that sign. The Board was not comfortable approving the proposed canopy signage at this time as they have not yet appeared before the Zoning Board of Appeals for a variance for the 2 canopy signs. Therefore, they approved the overall site plan without the canopy signage, with a condition that a site plan amendment will be submitted in the future to reflect any canopy signage approved by the Zoning Board of Appeals. Selectwoman O'Neill asks how large the canopy is and can it be seen from any of the neighborhood. Attorney Vaughan states the canopy will not be intrusive. Chairman Boussy asks if it backs up to the expressway. Attorney Vaughan states yes. Selectwoman Colarusso understand the concerns of the Board members but as she shops at BJ's and would love to get gas there. Also, she states they are right the back parking lot is always empty. She likes the design and thinks it will provide a great service to folks that are there. Selectwoman Colarusso asks when the project will be started. They stated it will probably not begin until the spring. Chairman Boussy open to public comment. There was no public comment. Selectman DePinto made a motion to approve the site plan except for anything they need a variance for, seconded by Selectwoman Colarusso. Attorney Solomon stated that in the site plan approval letter it should be noted that there will be no other retail items sold at the kiosk other than BJ's memberships. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
 Selectman DePinto
 Selectwoman O'Neill
 Selectman Vallarelli
 Chairman Boussy

Motion passed (5-0).

Public Hearing Underground Storage Tank/85 Cedar Street/Riemer & Braunstein (Time 62:40-65:55 on Stoneham TV on Demand)

Selectman DePinto read the Notice of Hearing. Attorney Mark Vaughan was present to represent BJ's Wholesale Club. Selectman DePinto moved to approve the underground tank license, seconded by Selectwoman O'Neill and **unanimously voted (5-0)**.

Public Hearing Site Plan/42 Pleasant Street/Houghton (Time 69:35-117:29 on Stoneham TV on Demand)

Selectman DePinto discloses he is a member of the Appian Club which is located at 42 Pleasant Street. He states he wants that on the record and does not feel this would influence his vote tonight. He states they are tenants of the current owner. He states he is not an officer of the Appian Club. Selectman Vallarelli also discloses he is a member of the Appian Club and filled out a notice tonight. Selectman DePinto read the Notice of Hearing. Attorney Charles F. Houghton was present to represent Forty Two Pleasant Street Nominee Trust and stated that they have been to Town Meeting, the Planning Board for Special Permit and they are here tonight to go over the Department Head Reviews on the site plan. He states when they were at the Planning Board the work to the intersection at Pleasant and Spring Streets was left up to the Selectmen. The Planning Board did not issue an opinion on the two designs. Selectman DePinto read the Department Recommendations: DPW Engineering – Agreed, Police Department – Agreed, Board of Health – Agreed, Fire Department – Agreed and Inspectional Service – Agreed. Chairman Boussy asks if anyone has comments up to this point. Anthony Wilson 181 Central Street spoke. Chairman Boussy states that the motion will include the 4 foot high scalloped fence. Attorney Houghton discusses the traffic plans with the Board. Chairman Boussy apologizes but thinks the Board needs more time to digest this because it is a big decision. Selectwoman O'Neill asks about a light at the intersection. The traffic engineer states that would cause more congestion and high risk of accidents. Selectman Vallarelli states he would go with the recommendation from the Police Chief and Safety Officer. The traffic engineer states

to Selectwoman O'Neill there has been traffic counts and studies such as accident history done at the intersection. Chairman Boussy opens for public, comments. Attorney Cicatelli representing Lake Industries spoke. Chairman Boussy closes public hearing. Selectman Vallarelli made a motion to continue the hearing until October 13, 2015 at 7:20 p.m., seconded by Selectwoman O'Neill and **unanimously voted (5-0)**. Attorney Houghton will forward the studies and plans to the Board of Selectmen for review.

Accept and Number Warrant Articles & Sign Warrant for October Town Meeting (Time 120:00-141:45 on Stoneham TV on Demand)

The Board of Selectmen accepted and numbered the warrant articles 1-21. Larry Means 4 Victoria Lane spoke. Selectman DePinto made a motion to sign the Warrant, seconded by Selectwoman O'Neill. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Sidewalk Discussion (Time 142:50-161:56 on Stoneham TV on Demand)

Town Administrator Ragucci walks the Board through the sidewalk program. Chairman Boussy states they need to start budgeting to do sidewalks. The Board members discussed their concerns on specific areas of town and what they are looking to see moving forward. Chairman Boussy opens for public comment. There were no comments. Mr. Grover recommends to spend the \$100,000 now and put the rest into next year's program that they will develop and bid over the winter. Chairman Boussy would like to entertain a motion to drop \$50,000 on William Street to get us down to around \$100,000-\$108,000 then we will use the \$8,000 from the mitigation money to cover overages from the \$108,000-\$110,000 and authorize that to get done this year and then we will have a discussion about budgeting sidewalks next year. Selectwoman Colarusso made the motion stating she believes we have to start somewhere, seconded by Selectwoman O'Neill **and unanimously voted (5-0)**.

Meeting recessed at 9:40 p.m.

Meeting reconvened at 9:50 p.m.

Selectwoman O'Neill made a motion to move item #8 to the end, seconded by Selectman DePinto **and unanimously voted (5-0)**.

Accept Policy for Professional Standard of Conduct (Time 171:01-173:08 on Stoneham TV on Demand)

Selectman DePinto made a motion to accept the Professional Standard of Conduct Policy, seconded by Selectwoman Colarusso **and unanimously voted (5-0)**. Chairman Boussy he is glad to see these coming in and this is where the intranet site would be used to upload all these for employees to view once year. Selectwoman O'Neill states it looks great. Selectwoman Colarusso tells Mr. Ragucci whoever did this did an excellent job.

Accept Policy for Use of Town Assets/Vehicles for Non Town Purposes (Time 173:10-176:48 on Stoneham TV on Demand)

Selectman DePinto made a motion to accept the Use of Town Assets/Vehicles for Non Town Purposes Policy, seconded by Selectwoman Colarusso **and unanimously voted (5-0)**.

Accept Policy for Affordable Care Act (Time 177:07-178:40 on Stoneham TV on Demand)

Selectman DePinto made a motion to accept the Affordable Care Act Policy, seconded by Selectwoman O'Neill **and unanimously voted (5-0)**.

Accept Policy for Travel Expense Reimbursement Policy (Time 178:42-180:23 on Stoneham TV on Demand)

Selectwoman Colarusso made a motion to accept the Travel Expense Reimbursement Policy, seconded by Selectwoman O'Neill **and unanimously voted (5-0)**.

Accept Policy for Internship Program (Time 180:30-183:10 on Stoneham TV on Demand)

Selectwoman O'Neill states she would like to see us define our needs and put that out there for someone to apply for a job. She states maybe this should really be a summer work program. Selectwoman O'Neill still would like to look at an internship program that would benefit the student and the town. Selectwoman O'Neill states she would like to make this a little more structured and flexible to a real internship vs a summer program. The Board will review this again in a month. Selectwoman O'Neill states Ginny did a great job and she loves the evaluation process in it.

MWRA Mitigation Money/TA (Time 183:13-191:36 on Stoneham TV on Demand)

Mr. Ragucci states that two communities Quincy and Winthrop have gotten \$760,000 each in mitigation in 2016. He states that communities in the Sudbury, Wachusett and Quabbin watersheds get pioret money. Communities in other watersheds such as Chestnut Hill, Cochituate and Spot Pond do not. Mr. Ragucci states if Stoneham is going to bear the brunt of growth for MWRA he thinks Stoneham should reap some of the future benefits of it. Mr. Ragucci states lets pick land and charge them maybe \$10,000 a month to lease it from us and take those dollars and repurpose them for whatever the Board wishes. Chairman Boussy asks why can't we tax them on the pipe where we can tax Eversource. Mr. Ragucci states because one is a public entity. Mr. Ragucci states he would like two selectmen, himself and Bill to sit down with Mr. Laskey. Selectman DePinto, Selectwoman Colarusso and Chairman Boussy are interested in participating. Mr. Ragucci asks the Board to email him what they would like to see in mitigation. The Board agrees sidewalks is definitely one of them.

Fallon Road Mitigation Money Discussion/Boussy (Time 191:37-194:35 on Stoneham TV on Demand)

Chairman Boussy states we had 1.7 million. We have spent almost \$100,000 and will probably use \$50,000 on streets if not more next year. He states he would like to get a wish list together. He states they also have Viewpoint which is \$40,000. Chairman Boussy states he would really like to start the wish list with definitely projects, wish list and dreams and prioritize it so it is not all spent in the first year. The Board agrees.

Stockwell (Time 194:36-197:07 on Stoneham TV on Demand)

Selectman DePinto made a motion to approve request 1, 2 & 4 and have Attorney Solomon look at request #3 where we have a program with Winchester Hospital and bring back request 3 at our next meeting, seconded by Selectwoman O'Neill **and unanimously voted (5-0)**. The Board would like to revisit how Stockwell is presented for approval.

Approve Minutes (Time 197:08-197:49 on Stoneham TV on Demand)

Chairman Boussy states they are not ready to approve the minutes of the Eversouce Subcommittee Meeting. Selectman DePinto made motion to approve minutes of 9/8/15, seconded by Selectman Vallarelli and **voted (5-0)**.

Town Administrator (Time 198:10-208:12 on Stoneham TV on Demand)

Town Administrator Ragucci states that the Library Director will be retiring in April after 30 years of service to the community. He will be talking with her early next year about the transition period and will be sitting down with the trustees regarding the process of filling her position. The trustees directly control the employees of the Library. Mr. Ragucci and Ginny will more of assistants in moving the process along. Mr. Ragucci states he has called the Commissioner's Office three times on the bus stop cement pad. He states he is still waiting for a call back from the point person Mr. Lowell. Selectwoman Colarusso and Selectwoman O'Neill stated they felt the only issue with the stop was where the funding was coming from. They were unaware of there being any safety issues. Selectwoman O'Neill states maybe we need to go back to our State Reps and have them push a little harder for us. Mr. Ragucci states four people who pulled out the RFPs on the golf course. He states three of these businesses they met with for a question and answer period. Mr. Ragucci states the businesses told him that basically what you are asking for is something they would not be interested in bidding on. They felt the asking price was too much, staffing levels needed clarity, water costs and a host of other issues. The golf RFP committee is going to be tweaking and he asks that the Board put this on for the October 13th meeting. Mr. Ragucci states the Food Truck Festival had a conference call with all of our departments. He states we are on board for October 17th event. Mr. Ragucci states he invited Carl Anderson here from Viewpoint. Mr. Ragucci would like the Board to consider using 34,400 of the mitigation dollars that would pay for the startup cost and the first year. Chairman Boussy states he asked this topic go on the next meeting so they had to time to go over what they are doing with the mitigation money.

Miscellaneous

No discussion.

Issues/Matter of legal requirements for Town employee meal and rest breaks (Time 208:45-209:40 on Stoneham TV on Demand)

Selectman DePinto moved that Board vote to enter executive session to discuss employee meals and rest breaks pursuant MGL 30A Section 21 A2 to construct a strategy session in preparation for negotiations with non-union personnel and MGL 30A Section 21 A3 to discuss strategy with respect to collective bargaining since an opening meeting may have detrimental effect on the bargaining position of the Board as declared by the Chair. Chairman Boussy declares this could be problematic. Motion was seconded by Selectman Vallarelli. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Executive Session (Time 209:41-210:19 on Stoneham TV on Demand)

Selectman DePinto moved that the Board vote to enter executive session to discuss employee retirement incentive for non-public safety, collective bargaining employees pursuant to MGL Chapter 30A Section 21 A3 to discuss strategy with respect to collective bargaining since an opening meeting may have detrimental effect on the bargaining position of the Board as declared by the Chairman and not to return to open session, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Respectfully submitted,

Erin Sinclair

Stoneham Board of Selectmen – Minutes of Meeting of October 13, 2015

Chairman Thomas Boussy called the meeting to order at 7:00 p.m. Also present were Selectwoman Caroline Colarusso, Selectman John F. DePinto, Selectwoman Ann Marie O’Neill, Selectman Frank Vallarelli, Town Administrator David Ragucci and Town Counsel William H. Solomon.

The following minutes include the actions taken at the meeting and a brief summary of the discussions had by the Board of Selectmen. If you would like to hear detailed discussion please see the time listed next to each agenda item and go to Stoneham TV on Demand available from the homepage www.stoneham-ma.gov

Pledge of Allegiance

Approve Transfer of Class II License from Mark Aldrich to Carlos Sagastume dba Stoneham Auto Sales/16-18 Gould Street (Time :55-1:46 on Stoneham TV on Demand)

Carlos Sagastume, 54 Cottage Street, Melrose was present. Chairman Boussy asks if there are any changes going on. Mr. Sagastume states not at all. Chairman Boussy asks if there is any comments from the Board. No comments. Chairman Boussy opens for public comment. No comments. Selectman DePinto made a motion to approve the transfer, seconded by Selectwoman O’Neill and **unanimously voted (5-0)**.

Approve Viewpoint Software/TA (Time 1:47-16:16 on Stoneham TV on Demand)

Town Administrator Ragucci gave a brief explanation on where they are at with the software. Mr. Ragucci requested that the Board support and allow for him to expend the dollars required to startup the initial costs for this program of \$34,400.00. Chairman Boussy asks if Mr. Ragucci is looking to take this from mitigation money. Mr. Ragucci states that would be his recommendation. Chairman Boussy requests that there be a running spreadsheet tracking the mitigation money. Mr. Ragucci states the startup cost is \$20,400.00. This software is for building, electrical, plumbing and sheet metal permits. Selectmen Vallarelli asks what the annual cost is. Mr. Ragucci states \$14,000.00. Chairman Boussy asks where that money would come from. Mr. Ragucci states he would plan on working it into the operating budget starting next fiscal year. Mr. Ragucci states he will be looking at assessing some administrative fees on the use of this product. The board had a discussion about the software, the process and its capabilities. Selectwoman O’Neill states she would like this to be monitored to make sure we can justify the annual fees. She also stated this could be something tied into Selectwoman Colarusso survey initiative. Mr. Ragucci states that Tom Cicatelli, Cheryl Noble the Building Inspector and Brian Macdonald the Assessor will be the point people. Chairman Boussy opens to public comment. Steve Dapkiewicz 8 Richardson Road spoke. Chairman Boussy closes public comment. Selectwoman O’Neill made a motion to approve the viewpoint software, seconded by Selectman DePinto and **unanimously voted (5-0)**.

Discussion of Article 7/Houghton (Time 16:22-40:33 on Stoneham TV on Demand)

Attorney Houghton was present representing PGG Outdoor LLC dba Logan Communications. Attorney Houghton suggests they have an impact fee agreement and ask to Board to authorize Attorney Solomon to work on this agreement. Attorney Houghton discussed the details of the sign and there was a discussion on if this sign would affect the houses in Stoneham. Chairman Boussy confirms that Stoneham can use this sign for 20 hours free a month. Attorney Houghton states this will be in the mitigation covenant. Selectwoman Colarusso wants to make sure the neighbors are notified that this sign will be going up. Attorney Houghton states notices will be sent for the Planning Board hearing. Selectman DePinto made a motion to setup a subcommittee to include Chairman Boussy, Selectwoman Colarusso and Selectwoman O’Neill to work on this, seconded by Selectwoman O’Neill **and unanimously voted (4-0-1)**. Selectman Vallarelli abstained. Selectman DePinto made a motion to authorize Attorney Solomon to work on this, seconded by Selectwoman O’Neill and **unanimously voted (4-0-1)**. Selectman Vallarelli abstained. Chairman Boussy requested a meeting at 5pm on Wednesday October 21, 2015 be posted.

Continued Public Hearing Site Plan/42 Pleasant Street/Houghton (Time 40:36-78:34 on Stoneham TV on Demand)

Attorney Houghton was present to discuss the intersection at Spring and Pleasant Street intersection. Dan Mills from MDM Transportation Consultants explains the two concept plans. The Board discusses safety, impact, future concerns and mitigation dollars. Attorney Solomon suggests having the consultants come in and meet with all parties and look at a range of options that would work there. He suggests the consultants look at a reasonable range of possibilities and come up with a dollar amount that could be put aside. The Board agrees with this idea. Selectwoman O’Neill cannot imagine these are the only solutions. Attorney Houghton states the both consultants narrowed all options to these two. Attorney Solomon states having the consultants come in and give them a range of dollars for this solution only that addresses their concerns. This will give a level of assurance that the work will be able to be done at a later time. Chairman Boussy open for public comment. Mary Mahoney 44 Pleasant Street spoke. Anthony Wilson 181 Central Street spoke. Chairman Boussy closes public comment. Selectman Vallarelli made a motion to continue to October 27, 2015 at 7:20 p.m., seconded by Selectman DePinto and **unanimously voted (5-0)**.

Meeting recessed at 8:26 p.m.

Meeting reconvened at 8:35 p.m.

Liquor Licensing Authority

Selectman DePinto moved to go into Liquor Licensing Authority and return as the Board of Selectman, seconded by Selectwoman O’Neill.

Voting in Favor:

- Selectwoman Colarusso
- Selectman DePinto
- Selectwoman O’Neill
- Selectman Vallarelli
- Chairman Boussy

Motion was unanimously voted (5-0).

Meeting recessed at 8:35 p.m. to go into Liquor Licensing Authority.

Meeting reconvened at 8:38 p.m.

Warrant Article Recommendations (Time 87:26-154:04 on Stoneham TV on Demand)

There was a discussion on Articles 1, 2 and 3.

Article #1- Not in Favor, 4-0-1, Selectmen DePinto abstained. George Seibold, 1 Tom's Way spoke.

Article #2 - Not in Favor, 4-0-1, Selectmen DePinto abstained.

Article #3 - Not in Favor, 4-0-1, Selectmen DePinto abstained. Steve Dapkiewicz Finance & Advisory Board spoke.

Article #4 – No Vote Taken

Article #5 - Selectman DePinto moved for favorable action, seconded by Selectman Vallarelli and **unanimously voted 5-0**. Larry Means, 4 Victoria Lane spoke.

Article #6 - No Vote Taken

Article #7 - No Vote Taken

Article #8 - No Vote Taken

Article #9 - No Vote Taken

Article #10 – No Vote Taken

Article #11 – Selectman DePinto moved for favorable action, seconded by Selectwoman Colarusso and **unanimously voted 5-0**.

Article #12 - Discussion on Article 12 – No Vote Taken. Steve Dapkiewicz Finance & Advisory Board spoke. Larry Means, 4 Victoria Lane spoke.

Anthony Wilson, 181 Central Street spoke.

Article #13 – Selectman DePinto moved for favorable action, seconded by Selectwoman O'Neill and **unanimously voted 5-0**.

Article #14 – Selectman DePinto moved for favorable action, seconded by Selectwoman Colarusso and **unanimously voted 5-0**.

Article #15 – No Vote Taken

Article #16 – No Vote Taken

Article #17 – No Vote Taken

Article #18 – No Vote Taken

Article #19 – Selectman DePinto moved for favorable action, seconded by Selectwoman O'Neill and **unanimously voted 5-0**.

Article #20 - Selectman DePinto moved for favorable action, seconded by Selectman Vallarelli and **unanimously voted 5-0**.

Article #21 – No Vote Taken

Approve Memorandum of Understanding with Cassidy & Celli/Rink on the Common (Time 154:05-164:14 on Stoneham TV on Demand)

The Board discusses the memorandum details and stated their concerns. Selectwoman O'Neill suggested Attorney Solomon clean this up. Attorney Solomon agrees and states he will have it for the next meeting.

Appointment to Disability Commission (Time 164:16-164:33 on Stoneham TV on Demand)

Selectman DePinto made a motion to appoint Lorna Saulnier, 21 Norval Avenue to a two year term effective until April 30, 2017, seconded by Selectwoman O'Neill and **unanimously voted (5-0)**.

Approve Permanent Change of Bingo Hours (Time 164:34-166:30 on Stoneham TV on Demand)

Adam Rogers was present to represent the Boys & Girls Club. Selectman DePinto made a motion to approve the permanent change of Bingo hours, seconded by Selectwoman O'Neill and **unanimously voted (5-0)**.

Policy for Submitting of Town Meeting Articles Discussion/Boussy (Time 166:32-180:47 on Stoneham TV on Demand)

Chairman Boussy states any Board or Committee appointed by the BOS should go to them before submission of a warrant article for the BOS to approve sponsoring their articles. Chairman Boussy opens to public comment. Cindy Hemingway 14 Fells Road spoke. Marcia Wengen co-chair of the Historical Commission spoke. Chairman Boussy would like the policy to be all boards appointed by the Board of Selectmen and boards with members appointed by the Board of Selectmen go to the Selectmen and ask for support anything short of that they will need signatures. Chairman Boussy states they would like to also draft a Board of Selectmen policy which would include how a meeting is run. The Board directed Attorney Solomon will work on a policy and Chairman Boussy requested this be put on a December agenda.

Accept Donation from the Chamber of Commerce (Time 180:48-181:07 on Stoneham TV on Demand)

Selectman DePinto made a motion to accept the generous donation from Town Day, seconded by Selectwoman Colarusso and **unanimously voted (5-0)**.

Approve Minutes (Time 181:08-181:55 on Stoneham TV on Demand)

Selectwoman O'Neill stated she has not had time to review the minutes of 9/22/15 and would ask for extra time to review.

Selectman DePinto made a motion to approve the Bi-Board minutes of 9/24/15, seconded by Selectman Vallarelli and **unanimously voted (5-0)**.

Approve Payment to Groundmasters (Time 181:56-184:17 on Stoneham TV on Demand)

Chairman Boussy asked that the board to allow him to talk to Erin Wortman tomorrow about these invoices and approve them for payment. The Board agrees. No vote was taken.

Approve Veterans Day Ceremony (Time 184:18-185:00 on Stoneham TV on Demand)

Selectman DePinto made a motion to approve the Veterans Day Ceremony on Wednesday, November 11, 2015 at 10:30 a.m. in front of the Town Hall, seconded by Selectwoman Colarusso and **unanimously voted (5-0)**. Chairman Boussy reminds people of the 5K Road Race is after the ceremony.

Approve Entertainment License/Food Truck Festivals of America (Time 185:01-186:22 on Stoneham TV on Demand)

Selectman DePinto made a motion to approve the Entertainment License for the Food Truck Festival of America, seconded by Selectwoman O'Neill and **unanimously voted (5-0)**. Attorney Solomon clarifies that they are sending over all updated policies tomorrow.

Stockwell

There were no applications to approve.

Town Administrator (Time 186:27-197:04 on Stoneham TV on Demand)

Town Administrator Ragucci states that the trash is one day delayed due to the holiday this week. Mr. Ragucci talks about the new program of soft cutting our cement for sidewalks. He states that was done on Dewitt Avenue and would suggest the Board go look at it. Mr. Ragucci states that the Park and Marble engineering study has been completed. He states \$82,000.00 was given to the town in mitigation money for this project. He states we will need \$175,000 for a total cost of \$257,000.00 to redo that intersection. He asks the Board to consider using some of the mitigation money for this project. He states the other source of money could be Chapter 90 but he states last year we got over \$800,000 this year we are getting \$430,000. Chairman Boussy asks if Mr. Ragucci can submit this to the Capital Committee. Mr. Ragucci states yes he will bring it up tomorrow night. Mr. Ragucci notifies the Board that he has presented a retirement incentive for employees that are over 65 years old with 25 years of service excluding public safety. He states they need to notify him by November 2, 2015 that they will be accepting the package and they would retire by December 18, 2015. He states there are 5 employees eligible and the incentive is \$5,000.00. Mr. Ragucci states the Hiltz fuel adjustment owed to the Town is total \$6,685.00. Mr. Ragucci suggests looking at barrels with the money. Mr. Ragucci states he was notified today the Eversouce will be holding a public hearing in the auditorium regarding their line coming through the Town of Stoneham. He states they have gone to the Dept of Public Utilities for permission to use our streets but they are still interested in sitting down with the Town to get into a community mitigation agreement. Mr. Ragucci asks if we can put a couple Selectman on this. Chairman Boussy states there are Selectmen that have been involved so it will probably be posted as a regular meeting if more want to attend. Mr. Ragucci states he will let Eversouce know after the 27th what the desires of the Board are.

Miscellaneous (Time 197:05-207:00 on Stoneham TV on Demand)

Selectwoman O'Neill asks about the Library painting. Mr. Ragucci states they had one person bid and spoke to that person about the details but never heard back. He states they will be rebidding again in the Spring and hopefully get a reliable contractor. Selectman DePinto asked about the letter in the packet regarding the Korean Memorial. Mr. Ragucci states the person must have lived in Stoneham at time of service and that is how they would qualify. Selectwoman Colarusso states the sidewalk work looks nice and much safer. She states that residents are happy. Selectwoman Colarusso states there is a public meeting on Thursday at 7:00 p.m. at 590 Main Street in Melrose regarding the proposed Langwood Commons project. Selectwoman Colarusso states she is hosting an Alzheimer's awareness luncheon on November 16th from 1pm-3pm in the auditorium and asks for people to RSVP the number of people attending 781-438-5720 or email ccolarusso@stoneham-ma.gov. Marcia Wengen 56 Washington Street speaks on the need of the barrels and the request from the Veterans for the flag to be put up. Ms. Wengen asks Mr. Ragucci about the box Park & Marble and if that could be saved and put somewhere when the construction starts. Mr. Ragucci states yes. Dolly Wilson 181 Central Street would like to notify the public that the Old Burial Ground will be open on October 24th from 2pm-4pm as part of the Halloween Stroll. Chairman Boussy reminds the public the Food Truck Festivals of American, 23 food trucks will in Stoneham Square next Saturday.

Selectman Vallarelli moved to adjourn at 10:35 p.m., seconded by Selectman DePinto and unanimously voted (5-0).

Respectfully submitted,

Erin Sinclair

Stoneham Board of Selectmen – Minutes of Meeting of October 21, 2015

Chairman Thomas Boussy called the meeting to order at 5:10 p.m. Also present were Selectwoman Caroline Colarusso, Selectwoman Ann Marie O'Neill and Town Counsel William H. Solomon.

The following minutes include the actions taken at the meeting and a brief summary of the discussions had by the Board of Selectmen.

Pledge of Allegiance

Impact Fee Agreement by and between PGG Outdoor LLC (dba Logan Communications) and the Town of Stoneham regarding Article 7 of the October 22, 2015 Special Town Meeting with respect to an Outdoor Advertising Billboard proposed to be located on property in the Commercial III Zoning District on property owned by Northland Forbes LLC.

Attorney Charles Houghton and John Pelrine were present to represent PGG Outdoor LLC dba Logan Communications. Mr. Pelrine gave a presentation to the Board on where the sign would be placed and that it will have no impact on any Stoneham neighborhoods by showing a drawing with a 300 & 500 ft. radius. Chairman Boussy asks if there will be a permitting process. Attorney Houghton states they will have to apply for a Special Permit. They agreed there will be a fee schedule totaling \$6,125,000.00 over 50 years along with a building permit fee, property tax and free advertising time for Stoneham. Attorney Solomon walked the Board through the agreement. Selectwoman O'Neill suggested that a level playing field provision be added to the agreement. Selectwoman O'Neill moved to approve and authorize the signing of the Development and Impact Fee Agreement by and between the Town of Stoneham and PGG Outdoor LLC and Northland Forbes Road LLC regarding Outdoor Advertising Billboard as provided in writing with changes agreed upon at this meeting, seconded by Selectwoman Colarusso and **unanimously voted (3-0)**.

Accept Red Ribbon Week Proclamation

Selectwoman O'Neill made a motion to accept the Red Ribbon Week Proclamation, seconded by Selectwoman Colarusso and **unanimously voted (3-0)**.

Accept Pancreatic Cancer Awareness Day Proclamation

Selectwoman O'Neill made a motion to accept the Red Ribbon Week Proclamation, seconded by Selectwoman Colarusso and **unanimously voted (3-0)**.

Selectwoman Colarusso moved to adjourn at 6:24 p.m., seconded by Selectwoman O'Neill and **unanimously voted (3-0)**.

Respectfully submitted,

Erin Sinclair

Stoneham Board of Selectmen – Minutes of Meeting of October 22, 2015

Chairman Thomas Boussy called the meeting to order at 6:35 p.m. Also present were Selectwoman Caroline Colarusso, Selectwoman Ann Marie O'Neill, Town Administrator David Ragucci and Town Counsel William H. Solomon. Selectmen Frank Vallarelli and Selectman John F. DePinto were not present.

Pledge of Allegiance

Preparation for Annual Town Meeting

The Board assigned motions.

Selectwoman O'Neill made a motion to recess to the Auditorium for the Town Meeting, seconded by Selectwoman Colarusso and **unanimously voted (3-0)**.

Meeting recessed at 6:50 p.m.

Meeting reconvened at 7:11 p.m.

Annual Town Meeting opened at 7:11 p.m.

Annual Town Meeting adjourned at 10:20 p.m.

Meeting adjourned at 10:20 p.m.

Respectfully submitted,

Erin Sinclair