Sinclair, Erin

Subject: Preliminary TIF process

From: Wortman, Erin
Sent: Thursday, April 09, 2015 9:32 AM
To: Ragucci, David
Subject: Preliminary TIF process

Hi Dave

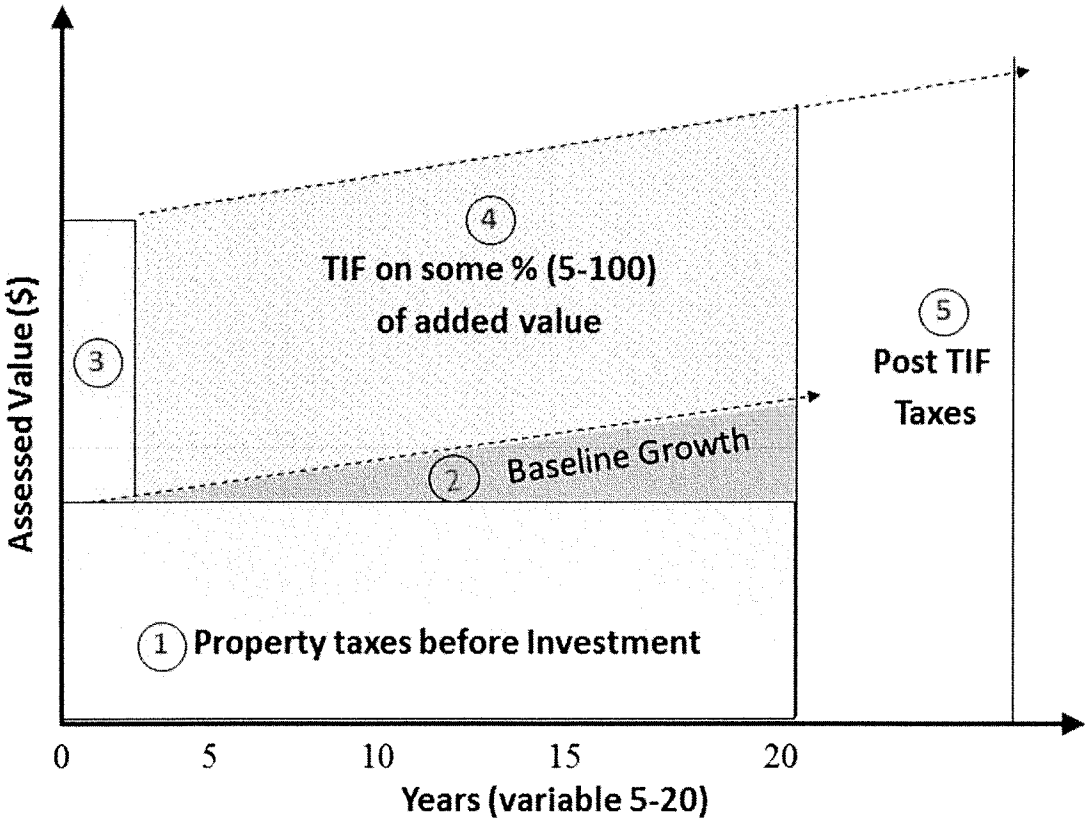
Here are my suggestions on the Town's TIF process:

- Interested developer sends a Notice of Intent to the Board of Selectmen (*thinking we should probably create a name for this not to confuse the Conservation NOI process – additionally, maybe I could create a letter template as well as list of necessary information required for potential developer? Necessary information includes: project address, proposed improvements, proposed project investment and name of parties involved)*
- BOS defers NOI to Committee for review
- Committee (consisting of Town Administrator, State Senior Business Manager, Town Planner, Assessor) meets with interested developer to go over proposed funding (at least two meetings)
    - Options meeting – We will all sit down and have a conversation about what options are available to the developer and this particular property (*for instance – if a building has been vacant for more than two years then there's an additional funding option)* Committee will bring information from town (like current property values, parcel information, etc) to this meeting
    - Proposal meeting – To go over proposal and options requested (this will include percent requested, number of years, etc)
    - Committee will meet and create a finding. A post-finding meeting with interested developer could be necessary but otherwise, report could be forwarded to BOS for review/approval.
- Committee's findings send to BOS for approval pending any additional required permitting
- BOS approves, denies or sends proposal back to Committee

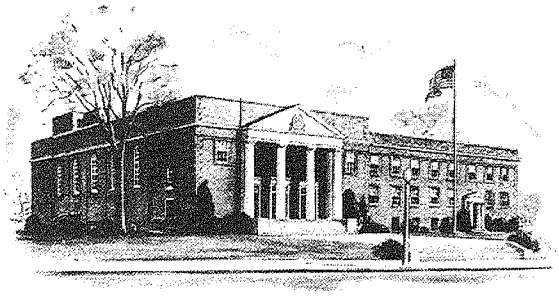
I'm thinking we could sit and discuss the above at your convenience. I believe it's important to get this timeline to the BOS for their thoughts/approval before moving forward with the creation of any templates or guiding documents.

Tax Increment Financing (TIF) Mechanics

Tax Increment Financing (TIF) Agreement Mechanics



1. Taxes on original property valuation
2. Expected growth in tax, with no investment
3. Amount investment raises property value
4. Added value subject to TIF Agreement Exemption
5. Company pays taxes on full assessed value of property upon TIF expiration



TOWN OF
STONEHAM
MASSACHUSETTS 02180

Public Works Department
16 Pine Street

781-438-0760
Fax 781-438-8183

TO: David Ragucci, Town Administrator

FROM: Robert E. Grover, Director of Public Works

DATE: March 25, 2015

SUBJECT: Equipment Specs/Cost

The immediate concern of the Department of Public Works is to purchase 2-large dump trucks and a backhoe. These vehicles are available on a state bid list.

37,600 lb Dump truck		$109,655
Plow frame		$ 6,650
		$116,305
Less turn in		$ -10,000 ±
	Say	$106,000

Town will use slide in sanders and plows from trucks that are being turned in.

Backhoe loader	$109,900
Turn in	$ 10,000 ±
	$ 99,900

In the near future the Town should consider replacing the following:

1.	Snowmaster – replace with 3 yard loader and blower	$250,000
2.	Bucket truck	$140,000
3.	Sidewalk tractor with blower	$150,000

REG/d

To: David Ragucci, Town Administrator
From: Robert E. Grover, DPW Director
Date: March 16, 2015
Re: Equipment

This winter has become an eye-opener in the need for vehicle replacement. The Town's smaller equipment has been relatively ineffective in pushing the amount of snow we have received.

It is imperative that the Town replace some of its older large trucks. Complaints have been received from the drivers and a grievance was filed. The Town's insurance carrier is looking to have these vehicles taken out of service. A copy of the mechanics report on vehicle condition is attached.

Replacement of these vehicles is not a request it is a must to insure employee and public safety. In addition to the safety aspect, it is getting more difficult to obtain repair parts.

As a bare minimum the following need to be replaced immediately.

- #8 1998 dump
- #18 1997 dump
- #13 1994 backhoe

The Town will also need to replace the following A.S.A.P.

- #37 1976 snow master (large blower)
- #43 1985 sidewalk blower
- #29 1987 bucket truck

A commitment needs to be made to replacing the aging fleet.

Chapter 90 Program
Chapter 90 Forms
Federal Aid GIS Maps
Road Mileage Update Forms
Apportionments / Executed Contracts
Price Adjustment Requirements for Cities and Towns
FY2016 City/Town Chapter 90 Distribution List
Chapter 90 Formula
Contact Information

Print this page

1 | 2 | 3 | next >>

Chapter 90 Program

CHAPTER 90 IS A 100% REIMBURSABLE PROGRAM | THE FOLLOWING PROJECT GUIDELINES ARE INCLUDED IN THE CHAPTER 90 LAW | THE FOLLOWING ADDITIONAL PROJECT GUIDELINES FOR CHAPTER 90 WORK WERE VOTED AND APPROVED BY THE BOARD OF COMMISSIONERS ON SEPTEMBER 28, 1994 |

The Chapter 90 Program was enacted on March 23, 1973, by vote of the Public Works Commission to entitle Municipalities to reimbursement of documented expenditures under the provisions of General Laws, Chapter 90, Section 34, Clause 2(a) on approved Projects. The Funds provided from Transportation Bond Issues authorizes such Capital Improvement Projects for Highway Construction, Preservation and Improvement Projects that create or extend the life of Capital Facilities as follows:

CHAPTER 90 IS A 100% REIMBURSABLE PROGRAM

Grants are made in accordance with Section 34 Chapter 90 MGL.
These funds shall be used in compliance with all applicable statutes and regulations, including but not limited to, Chapter 30, Section 39M; Chapter 149, Section 44J; Chapter 149, Section 26-27F; as applicable for maintaining, repairing, improving and constructing town and county ways and bridges which qualify under the State Aid Highway Guidelines adopted by the Public Works Commission.

THE FOLLOWING PROJECT GUIDELINES ARE INCLUDED IN THE CHAPTER 90 LAW

Funds must be allocated to roadway projects, such as resurfacing and related work (the minimum for resurfacing shall be 3/4" course with a continuous length of 500') and other work incidental to the above such as preliminary engineering including State Aid/Consultant Design Agreements, right-of-way acquisition, shoulders, side road approaches, landscaping and tree planting, roadside drainage, structures (including bridges), sidewalks, traffic control and service facilities, street lighting (excluding operating costs), and for such other purposes as the Department may specifically authorize. The municipality shall provide documentation of compliance with Chapter 149, Sections 44J and 26-27F; as applicable.

THE FOLLOWING ADDITIONAL PROJECT GUIDELINES FOR CHAPTER 90 WORK WERE VOTED AND APPROVED BY THE BOARD OF COMMISSIONERS ON SEPTEMBER 28, 1994

- HIGHWAY CONSTRUCTION, PRESERVATION AND IMPROVEMENT PROJECTS THAT CREATE OR EXTEND THE LIFE OF CAPITAL FACILITIES:

Resurfacing, Graveling, Microsurfacing, Pug Mill Mix (cold mix), Chip Stone Seal, Oil and Stone, Infrared Repairs (in connection with surface treatments), Recycled Aggregate Pavement, Rip Rap, Fabric, Crack Sealing, Drainage, Intersections, Shoulders, Guardrails, Sidewalks, Footbridges, Berms and Curbs, Traffic Controls and Related Facilities, Right of Way Acquisition, Street Lighting (excluding operating costs and decorative enhancements), Construction, Direction and Warning Signs (must comply with MUTCD), Bridges, and Tree Planting/Landscaping in association with a project.

- PROJECTS AND USES

Bikeways, Salt Sheds, Garages (construction and additions) for storage of road building equipment. Bikeways and Public use of off-street parking facilities related to mass transportation, a facility with bus or rail services. Engineering services and expenses related to highway and mass transportation purposes. Pavement management systems, development and maintenance.

- ROAD BUILDING MACHINERY, EQUIPMENT AND TOOLS

Care, repair and storage must be project related and submitted on the same project request form. Purchase, replacement and long-term lease of road building machinery, equipment and tools that must remain the property of the municipality. Long-term lease will be reimbursed once annually for the construction season.

- ROAD BUILDING EQUIPMENT

Air Compressor, Asphalt Hot Box, Back Hoe, Berm Machine, Catch Basin Cleaner, Chipper, Wood & Brush, Chain Saw, Clam or Dragline, Compactor, Concrete, Floor Trowel, Concrete Mixer, Crack Sealer, Crane, Excavator, Generator, Grader, Gradall, Infrared Machine, Jackhammer, Lab Testing Equipment, Loader, Pavement Breaker, Paver, Pump, Roller, Spreader for Chip Seal Project, Striper, Survey Equipment, Sweeper, Tools, Tractor, Trailer, Trencher, Truck, Minimum 27,000 Pounds, Welder.

c. 2014 Commonwealth of Massachusetts

D.P.W. UNITS 8 & 18 EVALUATIONS

8 – SERIAL# 1GBP7H1C6WJ109930 , 1998 CHEVY 8500

MILEAGE-39088 HOURS-4884

18 –SERIAL# 1GBP7H1J2VJ101658 1997 CHEVY 8500

MILEAGE- 38681 HOURS- 5233

Dear Mr Grover, D.P.W. DIRECTOR,

The following joint items on these vehicles have been a serious problem in the past, present, and will be in the future, making these vehicles obsolete in use, cost, and safety.

1.) Excessive smoke from non-replaceable injector systems, making drivers sick when operating.
2.) Excessive burn't odor from under horsepowered engine, thus straining transmissions, also causing eyes to water when driving. 165 hsp, should be 300 hsp or better.
3.) Dump bodys need to be rehabbed year to year from rust due to slide-in sanders and due do this being a cheaper line of dump body the metal breaks down quicker, as well as fatigued from hauling all year.
4.) Frame and suspensions are very undersized, and weak, causing yearly suspension overhaul and very costly.
5.) Air tanks and lines and valves are rotted which need replacing, with out this truck will not move and braking system will not operate which will deem this vehicle unsafe.
6.) Chevy is no longer in the medium/heavy duty truck business. Parts are increasingly getting harder if not unavailable to get.
7.) #8 has low oil pressure, which means the engine is nearing its life spam. There are no replacement engines available, and overhauling (even if you could find the parts) would exceed the worth of this vehicle greatly.
8.) #8 is 17 years old, #18 is 18 years old, based on the miles and idle hous each of these vehicles have an equivalent of 175,000 miles.

In closing these where a vehicle offered thru state bid package at an affordable price, but inferior engines, suspensions, and cabs. After just a few years Caterpillar stop production of these engines due to issues. These despite all this and with the maint. dept. have kept these vehicles going and useful for many years. Due to all the above and the present winter It is time now to replace these vehicles.

Dave Visocchi, Head Mechanic

Stoneham D.P.W.

3/6/2015

D.P.W. UNIT#13 EVALUATION

SERIAL# T0410DG797022 MODEL#410D 10/16/2014

1994 BACKHOE WITH EXTEDABLE BOOM 7707 HOURS

To Mr Robert Grover, D.P.W. DIRECTOR,

The following items on this vehicle are defective;

1.) Cab and cab supports rotted, making structure unsafe.
2.) All hydraulic pistons are leaking, needing replacement do to pitting and wear, as well as swivel pistons, making it hard to hold fluid. This would require the machine to be separated to do.
3.) Front bucket pins and bushings all worn to the point of non-replacement. As well as the bucket is worn, needing complete overhaul.
4.) Hydraulic system is weaking (pump)
5.) Fuel injector pump worn and not holding prime, loss of power.

Due to these factors and age and hours, making the repairs far greater then vehicle is worth, I recommend replacing this unit now!

Dave Visocchi, Head Mechanic,

Stoneham D.P.W. Maint. Dept.

1998
2014
23

1997
18
D.P.W.

1994
410D
JOHN DEERE

2014

DONOVAN
23
D.P.W.
DONOVAN
EQUIP. CO., INC.
800-450-3967
Londonderry, NH
M91183

1976

1987
VERSALIFT
1985
Files
trackless
MT

FREIGHTLINER

BOSTON FREIGHTLINER INC.

FUSO

Total Quality Service

Town of Stoneham
Dept. of Public Works
16 Pine Street
Stoneham, Ma. 02180

02/16/2015

"Six Wheel Dump Spec"

Attn: Robert Grover

Re: Quotation for **2016 Freightliner 108 SD 37,600 lb Dump Truck**

Per our conversation, I've put together the following proposal for your review. This vehicle and equipment has been priced in accordance with the Greater Boston Police Council/ Metropolitan Area Planning Council's State Procurement **Contract: GBPC 2014/2015 – Freightliner.**

	Boston FTL	**MHQ-2014 2015 Coming**
12-201 Base Model – Freightliner 108 SD 4x2	$ 83,250.00	$ 97,995
Options:		
119. Cummins ISL Diesel Engine – 300 HP	$ 6,900.00	$ 1,295
134. Allison 3500 RDS Automatic Transmission	$ 7,950.00	$ inc
142. 14,700 lb. Front Axle w/ 12R22.5 Tires	$ 1,950.00	$ 2,265
152. 23,000 lb. Rear Axle to upgrade gvw	$ 1,400.00	$ inc.
175. Air Conditioning	$ 990.00	$ 895
200. Heated Aluminum Mirrors	$ 260.00	$ n/a
30,000 lb. Rear Suspension	$ n/c	$ n/a
177. Tilt/Telescopic Adjustable Steering Column	$ 390.00	$ 395
Inside/Outside Snow Door for Air Intake	$ n/c	$ 595
182. Spare Tire & Rim	$ 910.00	$ 845
190. Trailer Air/Electric Brake Connections	$ 950.00	$ 825
Includes 10' 6-8 Yard Dump Body ($12,850)	inc.	inc.
Chassis and Dump Body:	**$ 104,950.00**	**$106,805**

3-5 Bow Street, Rte. 99 • Everett-Boston line, MA 02149 • Phone (617) 389-0707 • Fax (617) 389-3993

Equipment:		
408. Front Mounted Central Hydraulic System	$ n/c	$ 4,150
(includes 2 FFL Valves for sander)	inc.	$ 2,300
319. Plate Mounted Pintle Hook and Elec. Plug	$ 880.00	$ 795
423. (3) Custom Fabricated Asphalt Doors	$ 1,725.00	$ 1,485
429. Semi-Automatic Load Cover	$ 2,100.00	$ 1,895
Net Total Unit:	**$ 109,655.00**	**$117,430**
Trade Value:	$ < >	$ < >
Net Total after all options:	**$109,655.00**	**$117,430**

Snow Fighting Equipment from Donovan Equipment:		
443. Low Profile Plow Frame w/ Lights/valves	$ 6,650.00	$ 6,595
451. 11' Power Reversing Trip Edge Plow	$ 9,650.00	$ 9,595
Total Snow Fighting Package:	**$125,955.00**	**$133,620**

Truck chassis will take 150 days and 30 days at Donovan Equipment.
August/September Final Delivery if we move soon.
Please review and call me with any questions and/or changes you may have.
The Dump Body and related equipment is through Donovan Equipment.

Again, thanks for the opportunity !

Mike Lojacono
Boston Freightliner, Inc.
Sales Representative
(617)-778-3379

x_____
Boston Freightliner, Inc.

_____
Date

x_____
Town of Stoneham

_____
Date
PO#_____

DAIMLER

Daimler Truck Financial

March 20, 2015

Mercedes-Benz Financial Services USA LLC, is pleased to offer the following proposal to finance the acquisition of various vehicles by Town of Stoneham.

Lessee: Town of Stoneham

Issue Type: Tax-exempt installment financing of various equipment, subject to annual appropriation

Equipment Type: (2) 2016 Freightliner 108SD

Amount Financed: $219,310.00

	Option 1
Term:	3 yrs/annual/advance
Rate:	3.38%
Payment:	$75,547.83

The Quoted Interest Rate assumes the Lessee designates the lease as "Bank-Qualified" pursuant to Section 265(b) of the IRS Code.

Subject to credit qualification and based on the terms described above, MBFS is quoting the Interest Rates as shown in the tables provided above. This quote and the Interest Rates stated herein expires as of the Date shown on this pricing quote and shall have no effect on any prior documentation signed by the parties. This pricing quote is not a commitment and is subject to credit approval by MBFS; credit qualification based on the terms of the transaction; verification of eligibility for tax-exempt financing; and mutually agreeable documentation executed and submitted to MBFS for funding. Any subsequent pricing quote, Commitment Letter or documentation executed by the parties will supersede and replace this pricing quote.

No changes in federal or applicable state or local tax law, regulations, case law, rulings, or other interpretations by the Internal Revenue Service that would affect any Federal, State of Local tax benefits are assumed in determining the above Quote.

LEGAL OPINION: The Lessee's Counsel shall furnish MBFS with an opinion covering this transaction and the documents used herein. This Opinion shall be in a form and substance satisfactory to MBFS.

This rate expires on April 19, 2015

I look forward to working with you on this transaction.

Sincerely,

Riley Holland
Daimler Truck Financial

Daimler Truck Financial
13650 Heritage Parkway
Fort Worth, TX 76177
www.daimler-truckfinancial.com

Milton CAT

Southworth-Milton. Inc.
www.miltoncat.com

Town of Stoneham DPW
Larry Brophy
16 Pine St.
Stoneham, Ma. 02180

January 7, 2015

Dear Mr. Brophy,

The following is your **budgetary quotation** for a New 2014 / 2015 CAT 420F-IT backhoe loader with the requested attachments and specifications. Quote reflects Mass State Contract FAC88

(1) New 2014 CAT 420F-IT backhoe **$ 109,900.00**

Includes: 4WD, AutoShift, Ride Control, E-stick, Deluxe Cab with Heat/AC, 1.31cyd bucket with cutting edge, Cat quick Coupler, 24" HD backhoe bucket, Aux hydraulics on front, Cold Weather package, 2 year -1000 hour Full Warranty, Delivery and Training, Forks, 2 Front and 2 Rear LED safety lights

Trade In: 1994 Deere 410D- **approximately $15,000.00**

Trade in final price subject to inspection during spring.

Thank you for your consideration,

Tom Benedetti Jr
Milton CAT
Governmental and State Sales
774-258-1636 Mobile Phone
774-907-3062 Fax
tom_benedetti@miltoncat.com

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: Town of Stoneham

Address .....
City .....
State .....
Zip code .....
County .....

Good if:
Acknowledged by Apr-08-15
Funded by Apr-08-15

DEALER

SOUTHWORTH-MILTON, INC.
Sales person .....
Dealer contact .....
Telephone .....

Quote number 448-7275
Fax number .....
Quote date 01/07/2015
Quote time 9:02:21

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Financing type ..... GOVERNMENTAL
Number of payments ..... 3 Annual
Payments ..... in Arrears

Quoted by ..... kohlejc
Report created by ..... kohlejc

	Model	Ann. Hours	Qty	Sale Price	Down Payment	Amount Financed	Payment	Balloon	Fixed Rate
New	420FIT	1000	1	109,900.00	15,000.00	95,200.00	33,010.72	1.00	2.0000

Special Conditions:

420FIT
Model Year - 2015, Other Environment - Manual; Major Attachments-Cab, Air Conditioning; Blades/Buckets/Rippers-General Purpose Bucket

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing, and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Please indicate your acceptance of this proposal by executing this proposal and returning it to my attention along with the Proposal Fee at the address below. Please be sure to indicate which financing option you have accepted.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Caterpillar Financial Services Corporation

Acknowledged by:

Town of Stoneham

Date

The Town of Stoneham

TAKES PLEASURE IN AWARDING THIS CERTIFICATE

to
Trevor Woodman
in recognition of his achieving the rank of
Eagle Scout
in the Boy Scouts of America
on
April 6, 2015

April 28, 2015

Presentation Outline for the Golf Subcommittee of the Open Space and Recreation Committee
Board of Selectman meeting, April 28, 2015 regarding Unicorn and Stoneham Oaks Golf Courses

1. *Introduction*
2. *Revenue history*
3. *Current Management status of contract*
4. *Options for the Course management*
5. *Impacts of each option*
6. *RFP process and timeline*
7. *Our recommendation*
8. *Next steps*

Stoneham Open Space and Recreation Committee Presentation to the Board of Selectmen April 28, 2015

Discussion of Town Golf Courses

Introduction

The Open Space and Recreation Committee is an advisory committee mandated by law to make recommendations to the appropriate Town officials, both elected and appointed, regarding the open space and recreation needs of the Town. This includes Unicorn Golf Course, Stoneham Oaks Golf Course, the Stoneham Arena, playgrounds, and other open space.

Having an Open Space and Recreation Committee assists the Town to maintain and enhance the benefits of open space that make up the character of the Town, protect the green infrastructure, enhance the attractiveness of the community, and can encourage growth in the future.

We are here before you today to present financial and contract status information and to make recommendations regarding the golf course management contract of Unicorn and Stoneham Oaks after reviewing details with the Town Administrator.

Current Contract

The existing golf management contract is set to the expire at the end of the 2015 golf season. The same contract language has been in place many years and both golf courses are included under this management agreement. There is an option year that is included as part of the current contract.

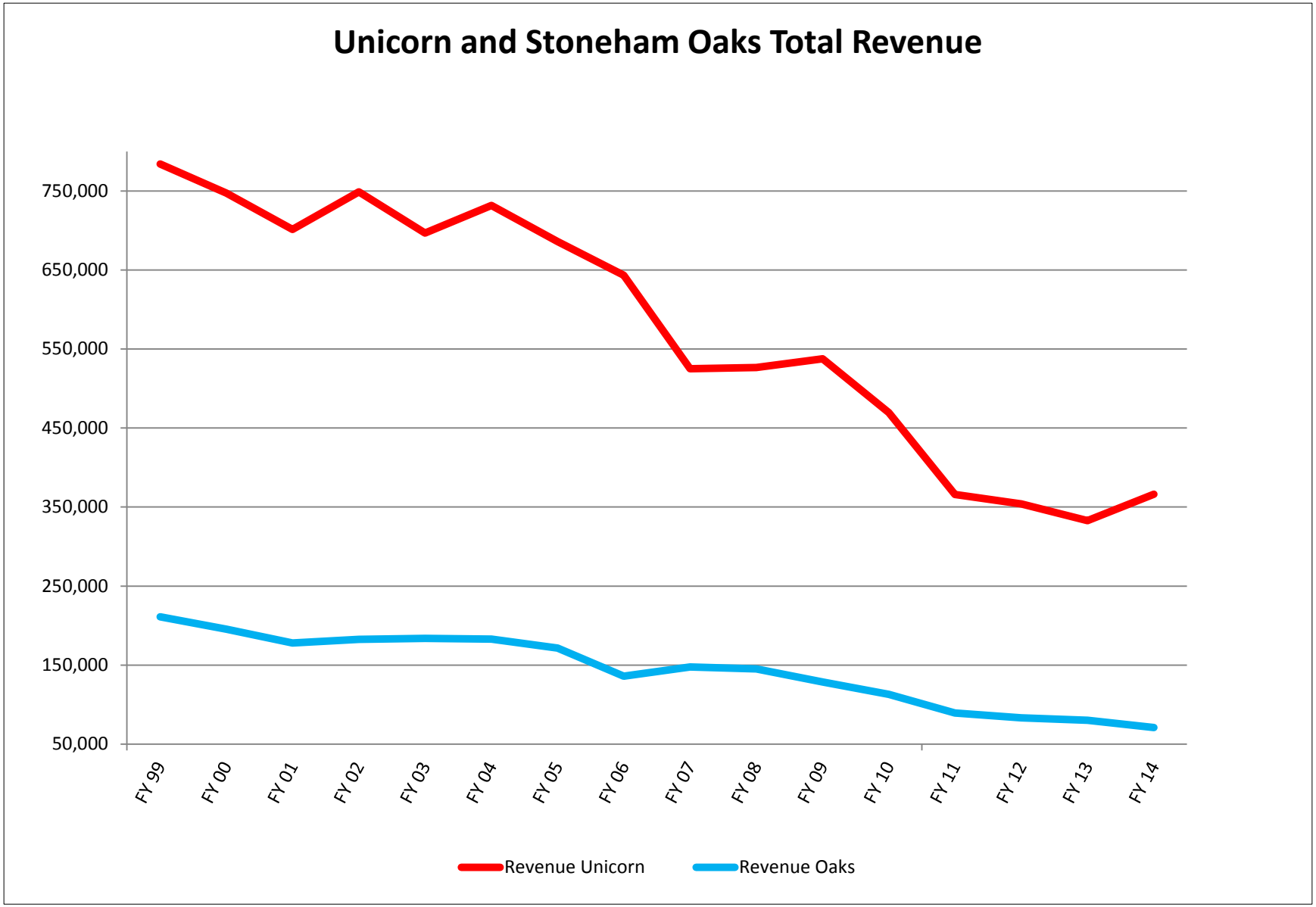
Basically, the contract calls for the management company to run the courses. Green fees, gift certificates, outing fees, and clinic fees are Town revenue. Carts, pro shop, and snack bar revenue stay with the management company. The Town is responsible for maintenance, utilities, and capital expenditures; the management company provides pro shop, cashiers, ranger, and starter staffing expenses. Reporting requirements are the responsibility of the management company.

Financial Results

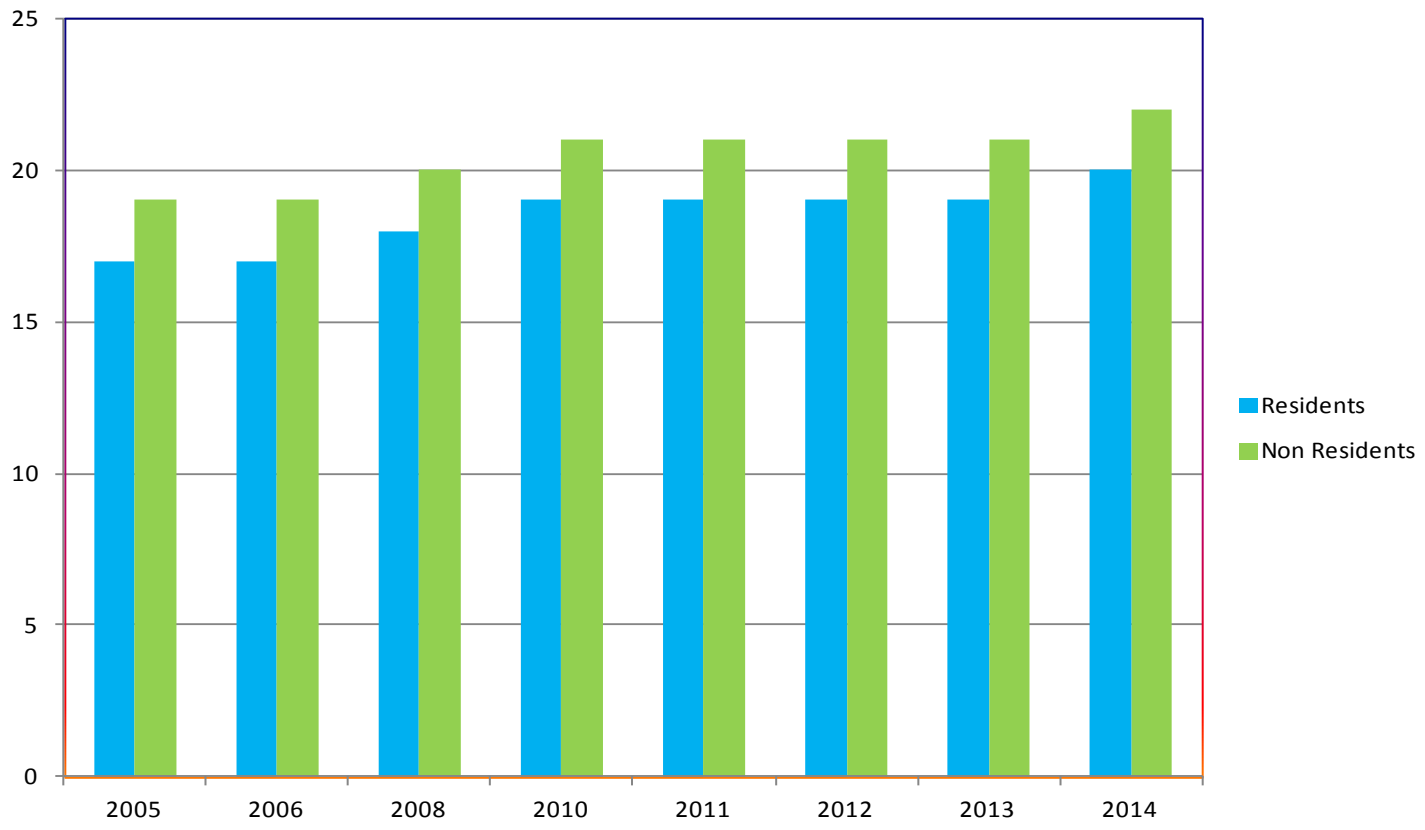
The Golf Subcommittee has received financial data from the Town Accountant's office from FY 1999 to present. It includes gross revenues, expenses, and rate information.

From the next few slides you can see the declining revenues of the golf course and how in more recent years, the revenues do not cover the cost of running the golf courses. Expenses have generally remained consistent, but golf course rates have increased approximately 17% since 2005 on the weekend rates.

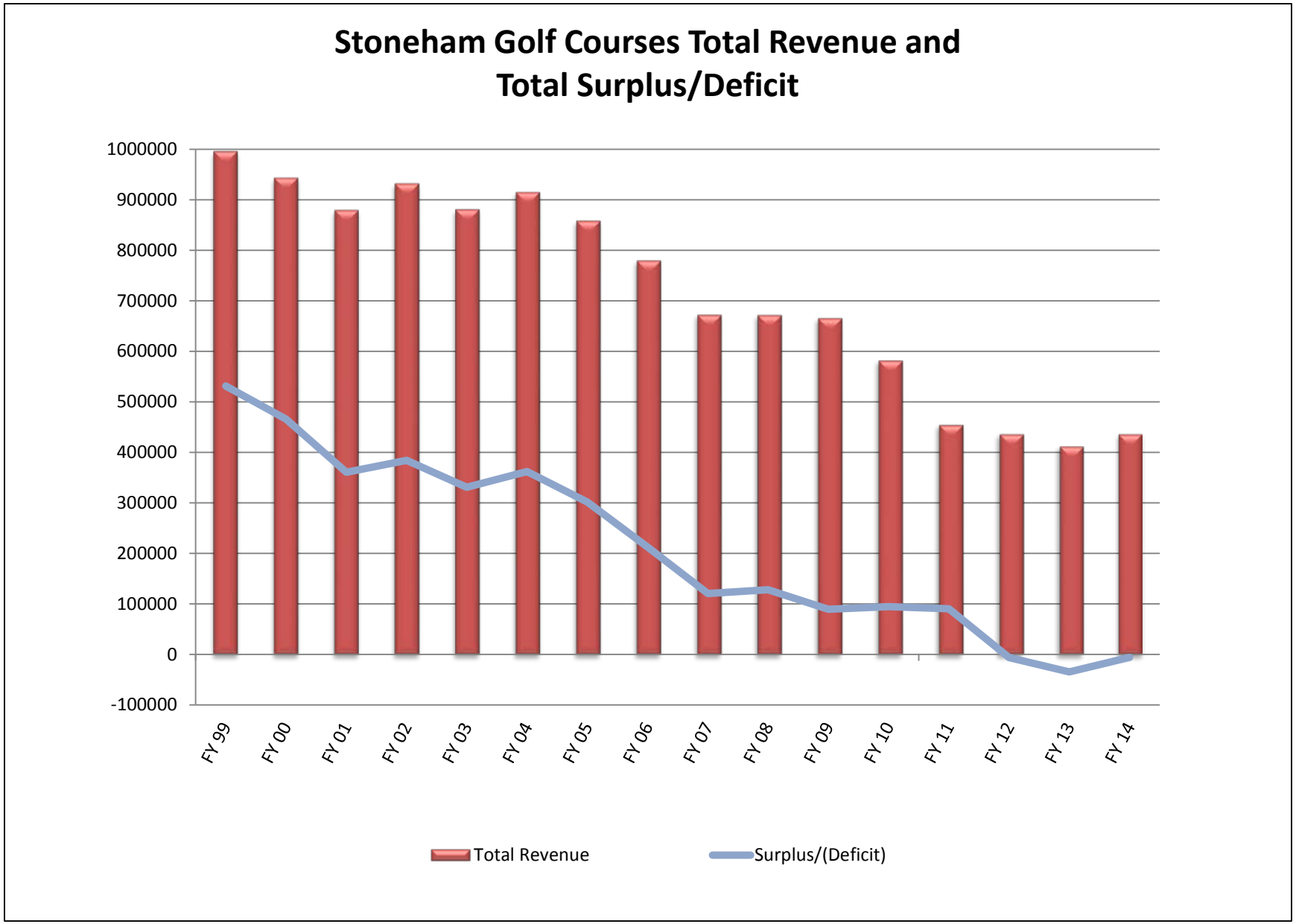
We have approximate number of rounds for the last golf season only and going forward will be gathering this information to be able to report more conclusively in the future.


Unicorn and Stoneham Oaks Total Revenue
750,000
650,000
550,000
450,000
350,000
250,000
150,000
50,000
FY 99
FY 00
FY 01
FY 02
FY 03
FY 04
FY 05
FY 06
FY 07
FY 08
FY 09
FY 10
FY 11
FY 12
FY 13
FY 14
Revenue Unicorn
Revenue Oaks

Unicorn Rate Information



Unicorn Golf Course Rates-Weekend Residents and Non Residents


Stoneham Golf Courses Total Revenue and Total Surplus/Deficit
1000000
900000
800000
700000
600000
500000
400000
300000
200000
100000
0
-100000
FY 99
FY 00
FY 01
FY 02
FY 03
FY 04
FY 05
FY 06
FY 07
FY 08
FY 09
FY 10
FY 11
FY 12
FY 13
FY 14
Total Revenue
Surplus/(Deficit)

Golf Course Management Alternatives

The Committee has reviewed many different options that the Town can utilize to increase revenues and rounds of play for the courses. It would come by way of a RFP process where we would develop a contract with new and additional deliverables in place as well as possibly introducing a new type of contract. The Committee, for several reasons, believes that the Stoneham Oaks should be listed as an option in any RFP.

The 4 options are as follows:

- Maintain the current management contract
- Proposal for a Lease Management Contract
- 100% Town managed
- Close the courses

Impacts of Each Option

1. Maintaining the Current Management Contract.

   This type of contract is presently in place; the responsibility for the courses are split. The Town and the Town's employees maintain the grounds and structures, while the Golf Pro runs the pro shop, and collects greens fees which go into the Town's General Fund. This is done generally for a fixed based fee with incentives for performance. There is no single source of responsibility and there are built in conflicts of interest in this arrangement.

2. Lease Management Contract.

   This option is also with a golf company or individual and is a binding lease agreement. They lease the course with terms for payments and maintenance standards in place. This has the least amount of control and oversight, but the most security for the Town. With this option, the DPW workers would be able to concentrate of upgrading and maintaining other open space in Stoneham, as well as other needed work and repairs.

Impacts of Each Option-continued

3. Town Operated.

   This would be 100% managed by the Town of Stoneham and all decisions and employees would be in house. This option requires a high level of oversight and human resources which brings a high level of risk. Also, town employees generally cannot operate a facility as efficiently as a trained golf professional.

4. Close the Golf Courses.

   This is **not** the recommendation of the Open Space Committee; it is listed as an available option. This would involve closing the golf courses and finding another option for the open space that would be more profitable and beneficial to the Town.

RFP Process and Timeline

For the Committee to undergo a full RFP process, it will take a lot of work and review for it to be one that is financially enhanced, well structured with controls, and in the best interest of the Town. The timeline is as follows, if the Board directs us accordingly.

- RFP preparation and contract draft: May 1-June 30, 2015
- Board of Selectmen and Town Administrator review draft and submit comments to the Open Space Committee: July 1-24, 2015
- Open Space Committee makes BOS corrections: July 25-31, 2015
- Final draft for review by Town Counsel: August 1, 2015
- Town Counsel submits comments to OSC: August 17, 2015
- OSC updates and finalizes RFP; copies to BOS, Town Counsel and TA.
- RFP for golf courses on the register: September 1, 2015
- Review of submittals: October 1-14, 2015
- Interviews with those that meet the criteria: October 15-Nov 15, 2015
- Selection to TA and BOS: November 30, 2015

Recommendations

The Open Space and Recreation Committee recommend that a newly defined RFP based on option 2 above for the Lease Agreement Option be developed and advertised on the register for September 1, 2015, with a start date of the 2016 golf season.

We feel by presenting this opportunity to the open golf market, it will allow us to view many different proposals that will showcase the courses, increase rounds and participation, and also correct the downward trend of golf course revenue and profits to the Town of Stoneham.

Next Steps

We are requesting the Board of Selectmen to give direction to the Open Space and Recreation Committee regarding the future of the Unicorn and Stoneham Oaks golf course management. The timing for this decision is important due to the amount of work that is needs to be accomplished if the Board's decision is to go forward with the RFP.

Also, as part of this decision, all parties would have to agree to meet the deadlines and timeline for this to be posted to the register.

DECLARATION OF TRUST OF
DOHERTY LANE HOMEOWNERS ASSOCIATION TRUST
INCLUDING OBLIGATIONS TO THE TOWN OF STONEHAM

THIS DECLARATION OF TRUST is made this _____day of _____, 2015 by Sanco Builders LLC, (the "Declarant" or "Initial Trustee", which term shall include its successors in trust hereunder), a Massachusetts limited liability company with a principal place of business at 34 Waltham Street, Woburn, Massachusetts 01810.

WHEREAS, Declarant is the owner of real property located off of Summerhill Street in the Town of Stoneham, County of Middlesex, Commonwealth of Massachusetts (the "Property"), being shown on the Definitive Subdivision Plan (collectively, as such plans may hereafter be amended, the "Subdivision Plans") entitled: "Dohertys Lane Extension Definitive Subdivision Lot Layout Plan, Stoneham, Massachusetts, dated August 6, 2012" **with revisions through October 24, 2012**, prepared by Sullivan Engineering Group, LLC, recorded with the Middlesex South District Registry of Deeds (herein the "Registry") as Plan No. 543 of 2013~~.~~;

WHEREAS, Sanco Builders LLC intends to develop the Property as a single-family residential subdivision containing 6 residential lots including Lots 1 to 5 on the above referred to Subdivision Plan and the Lot shown on Land Court Plan No. 20303A (collectively, the "Lots") with a common internal roadway system and coordinated common amenities, including drainage facilities and drainage easements shown on the plans entitled "Easement Plan of Land Dohertys Lane Ext. Stoneham, Mass. January 26, 2015, prepared by Edward J. Farrell recorded at Middlesex South District Registry of Deeds as Plan No. ____ of 2015, "Easement Plan of Land Land Court Case No. 20303A Stoneham, Mass." dated Sept. 23, 2013 prepared by Edward J. Farrell recorded at Middlesex South District Registry of Deeds Registered Land Section as _____, and "Easement Plan of Land 64 Pond Street, Stoneham, Mass." dated September 23, 2013 recorded at Middlesex South District Registry of Deeds as Plan No. 778 of 2013. Said Easements shown on the last mentioned plan being recorded at Book 61240, Page 451 at said Registry of Deeds and at Book 62757, Page 156 at said Registry of Deeds, all as depicted on the above described Plans, as they may be amended and approved by the Planning Board to be commonly known as the Doherty Lane Subdivision (collectively, the "Doherty Lane Subdivision");

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WHEREAS, the creation of a Homeowner's Associations and a Declaration of Trust documenting and agreeing to certain obligations to the Town of Stoneham was a requirement of the subdivision approval for the subject land, approved by the Stoneham Planning Board on July 10, 2013, recorded at Middlesex South District Registry of Deeds as Plan No. 543 of 2013._____.

NOW, THEREFORE, the Declarant hereby establishes this trust to serve as the Homeowners Association for the Subdivision as follows:

1. **NAME.** The trust created hereby shall be known as **"DOHERTY LANE HOMEOWNERS ASSOCIATION TRUST"** (also referred to herein sometimes as the "Trust" or "Association" or "Homeowners Association" or "HOA", all being one and the same).

2. **STORMWATER DETENSION PURPOSES AND OBLIGATIONS.**

(a) To receive and hold title to stormwater and appurtenant drain manholes, perimeter drain system, pipes, conduits, facilities and components constituting the stormwater detention system installed by the Declarant in the common areas and on certain Lots as shown on the plan entitled "Doherty Lane Extension Definitive Subdivision Lot Layout Plan" dated August 6, 2012 prepared by Sullivan Engineering Group, LLC and recorded with the Middlesex South District Registry of Deeds as Plan No. 543 of 2013, and the land shown on Land Court Plan No. 20203A containing the dwelling at 15 Summerhill Street and the plan entitled "Easement Plan of Land Dohertys Lane Ext. Stoneham, Mass." dated January 26, 2015, prepared by Edward J. Farrell recorded at Middlesex South District Registry of Deeds as Plan No. ____ of 2015, and the "Easement Plan of Land Land Court Case No. 20303A Stoneham, Mass." dated Sept. 23, 2013 prepared by Edward J. Farrell recorded at Middlesex South District Registry of Deeds Registered Land Section as _____, and the "Easement Plan of Land 64 Pond Street, Stoneham, Mass." dated September 23, 2013, recorded at Middlesex South District Registry of Deeds as Plan No. 778 of 2013. Said easements shown on the last mentioned plan being recorded at Book 61240, Page 451 at said Registry of Deeds and at Book 62757, Page 156 at said Registry of Deeds, and which system will regulate the discharge of stormwater runoff into the stormwater system owned and maintained by the Town of Stoneham.

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(b) To provide for the inspection, maintenance, repair and replacement of the Stormwater Detention System so as to keep the same in good operating condition at all times as determined in the reasonable judgment of the Stoneham Town Engineer (the "Stormwater Detention Obligations");

(c) To provide for the inspection, installation, use, operation and maintenance of the stormwater detention system and its appurtenant drain manholes, perimeter drain access, pipes, conduits, facilities and components (collectively, the "Stormwater Detention Facility") located on or within portions of the above referred to Subdivision plan and the above referred to easement plans.

(d) To receive and hold title to all rights of way within the Subdivision, if and when title to streets are deeded to this Trust, and to convey such interest therein as the Trustee deems necessary or appropriate to cause the street to be accepted by the Town of Stoneham, as a public way;

(e) To obtain and maintain appropriate insurance coverage to protect the assets of the Trust, including, without limitation, commercial liability insurance to protect against any liabilities that may be incurred by the Trust in or servicing the performance of its obligations hereunder;

(f) To maintain and preserve the above referred to easements and any other easements located or to be located in the Subdivision.

3. **BENEFICIARIES.** The beneficiaries of this Trust are the owners from time to time of Lots, subject to the rights reserved by the Declarant herein or the Standard Covenants. The owners of each Lot (the "Lot Owners") shall have an equal beneficial interest in this Trust. The beneficial interest in and obligations imposed on the Lot Owners by this Declaration of Trust shall be divided equally among the Lots, except as otherwise specifically set forth herein. The beneficial interest in this Trust shall run with the ownership of each Lot and may not be severed from the ownership of that Lot. The beneficial interest of each Lot shall be held as one interest and may not be partitioned and shall not be divided among several Lot Owners of any such Lot.

With respect to any Lot owned by more than one person and/or entity, each record owner of a Lot must execute a consent to effectively grant consent. If the record owners are not natural persons with legal capacity to give their consent, affidavits or other evidence of authority of any signatories purporting to bind such record owners must be recorded with the consent. Lot owners of record do not include mortgagees, unless and until such mortgagees take title (by way of foreclosure deed, deed in lieu of foreclosure or otherwise) to a Lot.

The Town of Stoneham is also a beneficiary of this Trust as specifically set out in this instrument (Declaration of Trust). Unless otherwise provided for herein, all actions needed or taken on behalf of the Town of Stoneham shall be by its Town Administrator or his/her designee.

4. **TRUSTEES.** For the period (the "Declarant's Control Period") ending on the earlier to occur of (a) five (5) years from the date of this Declaration of Trust; or (b) the date which is thirty (30) days after neither the Declarant nor the Declarant's Assignee (hereinafter defined) owns a Lot in the Doherty Lane Extension Definitive Subdivision or the Lot at # 15 Summerhill Street, Declarant (or Declarant's Assignee) shall be the sole trustee of the Trust and shall have the sole right to designate its successor trustee. After the Declarant's Control Period, or sooner if the Declarant or the Declarant's Assignee relinquishes its control by a written notice to the Lot Owners so stating, there shall be three (3) trustees, and at a meeting called by any one of the Lot Owners or by the Initial Trustee or Declarant (or the Declarant's Assignee) on ten days' written notice to all Lot Owners, the Initial Trustee and Declarant (or

the Declarant's Assignee), the Lot Owners shall, by majority vote of those in attendance, elect the replacement trustees, with the requirement that each Trustee must be a Lot owner or the majority owner of an entity holding title to a Lot. If the Lot Owners fail to elect replacement trustees, all of the Lot Owners shall automatically and by default become the trustees, with the owners of each Lot having one vote. Each Trustee so elected shall serve for three years, but to establish staggered terms, at the first such election two of the trustees shall be chosen for three years and the remaining trustee shall be elected for a two-year term. After the expiration of the term of the Initial Trustee, any trustee shall be automatically removed from office upon the recording of a deed transferring all of such trustee's ownership interest in his or her Lot.

5. **MEETINGS.**

(a) Annual Meetings. An annual meeting of Lot Owners shall be held to address any and all such matters as may require action by the Lot Owners, and for the transaction of such other business as may properly be brought before the meeting. Such annual meeting shall be held on a date to be fixed by the Trustee(s) at the time and place to be fixed by the Trustee(s), and stated in the notice of the meeting.

(b) Special Meetings. Special meetings of Lot Owners may be called at any time by the Trustee(s) or by a majority of the Lot Owners. Business transacted at any special meeting of Lot Owners shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

Written notice of each meeting, whether annual or special, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Lot Owner entitled to vote at such meeting. The notices of all meetings shall state the place, date and hour of the meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice shall be deemed given when deposited in the U.S. mail, postage prepaid, directed to the Lot Owner at his or her address as it appears on the records of the Trust.

6. **QUORUM, ACTION AND CONSENT.** The Trustees may act by a majority vote at any duly called meeting at which a quorum is present. A quorum shall consist of a majority of the Trustees then in office. The Trustees may transact without a meeting any business which they are authorized to transact at a meeting, provided that the Trustees unanimously assent in writing to the decisions of the Trustees concerning such business by signing the official record of said decisions to be filed with the records of the Trustees. Any action so taken shall have the same force and effect as though taken at a duly called and held meeting of the Trustees.

7. **RESIGNATION AND REMOVAL OF TRUSTEE.**

(a) Any Trustee may resign, provided that such resignation shall not be effective until written notice of it is delivered or mailed to all of the other Trustee(s), if any, and if none, then to the Lot Owners.

(b) After the expiration of the Declarant's Control Period, but not prior thereto, any Trustee may be removed, with or without cause. If a Trustee has been elected by vote of the Lot owners, he may be removed by a vote of a majority of the Lot owners. Any such removal shall be evidenced by the recording with the Registry of a certificate of removal signed by the Secretary of the Trust naming the Trustee so removed and reciting that the requisite vote of the Lot Owners were cast for the removal.

8. **NO LIABILITY IF IN GOOD FAITH.** No Trustee shall be personally liable or accountable out of his personal assets by reason of any action taken, suffered or omitted, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except his own willful malfeasance or bad faith. It is expressly understood that during the Declarant's Control Period, the Trustee may act in the best interests of the Declarant, and in doing so shall not be deemed to have breached of any fiduciary duty to the Lot Owners.

9. **POWERS.** In addition to such powers as are vested in a trustee under common law and such powers as are inherent to carry out the purposes of this Trust as set forth hereinabove, the trustees shall have the following powers and authority:

(a) To engage, contract with, appoint and remove at pleasure all contractors, consultants, agents and other independent contractors and employees of the Trust, prescribe their duties, fix their consideration or compensation, and require of them such security or fidelity bond(s) as the Trustee(s) may deem expedient;

(b) To establish, budgets and levy and assess, and collect the assessments for Common Expenses including, but not limited to the institution of charges sufficient to generate revenues adequate to fund the performance of the Trustee's duties as contained herein or in furtherance of the duties and obligations contained herein and the Standard Covenants and to fund proper reserves for same and may make special assessments, even if not in the annual budget;

(c) To do all things necessary or appropriate, in the judgment of the Trustees, to carry out the purposes of the Trust, including, but not limited to, making assessments for the payment of any charges or assessment due thereon and to carry out the purposes and authority and enforce obligations contained herein and the Standard Covenants, subject to the rights of the Declarant;

(d) To obtain bonds and policies of insurance as the Trustees may from time to time determine is appropriate;

(e) To open and maintain bank accounts and investment accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which record shall be available for inspection by the Lot Owners and mortgagees of the Lots and to prepare annual financial reports and accountings;

(f) To borrow or in any other manner raise such sum or sums of money or other property as it shall deem advisable in any manner and on any terms, and to evidence same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, and, to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing; provided, however, that the Trustees shall have no authority to bind the Lot Owners personally;

(g) To enforce obligations on the Lot Owners, allocating expenses and doing anything and everything else necessary and proper for the performance of its obligations under this Declaration of Trust and the Standard Covenants;

(h) To sign, seal, acknowledge, deliver and record in any one or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties;

(i) To establish by-laws and rules and regulations for the conduct of the affairs of the Trust and pursuant to this Declaration, as the Trustees shall, from time to time, determine;

(j) To deed rights in and to rights of way and easements to the Town of Stoneham, consistent with the purposes of this Trust.

10. **OBLIGATIONS OF ASSOCIATION**.

(a) Stormwater Detention Obligations. In the event that the Trust fails to perform the Stormwater Detention "Purpose and Obligations" as set out in Section 2 of this Trust, the Town of Stoneham shall notify the Trust in writing of such failure. In the event the Trust does not cure such failure within thirty (30) days after receipt of such notice (except that no such notice and cure period shall be required in the case of an emergency involving imminent danger of personal injury or damage to property), the Town of Stoneham may, at its option, cure such failure to perform, and the Trust shall reimburse the Town of Stoneham for all reasonable amounts incurred thereby in doing so within fifteen (15) days of demand. The Town of Stoneham shall have the right to enforce in an action at law or in equity any obligations of the Trust to the Town against the Trust and/or against the individual Lot Owners within the Subdivision, all of whom shall be jointly and severally liable for the obligations of the Trust under this subsection (b), and, in any such action, the Town shall be entitled to recover the reasonable attorneys' fees and other costs and expenses incurred by them, or either of them, including the imputed value of the Town Counsel's time, if not billed on an hourly basis, which value shall be as reasonably determined by the Town, but in no event less than ~~deemed to be at least~~ Two Hundred Dollars ($200) per hour. Furthermore, in connection therewith the Town is hereby granted the right to levy

assessments in the Town's name against the owners of the Lots in order to enforce its rights hereunder.

11. **THIRD PARTIES DEALING WITH THE TRUST.** No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one or more of them for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgage lender or other person dealing with the Trustee or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or anyone or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

12. **INSTRUMENTS SUBJECT TO TRUST TERMS.** Every deed or other instrument conveying any interest in a Lot shall be subject to the terms of this Declaration of Trust and deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express references shall have been made to this instrument.

13. **CERTIFICATIONS BY TRUSTEES FOR RECORDING.** All persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Registry. Any certificate signed by the Initial Trustee or a majority of the Trustees in office at the time, setting forth the names of the Trustees hereunder or setting forth as facts any matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with the Registry shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon.

14. **AMENDMENTS AND TERMINATION.** The Trustees, with the consent in writing of at least seventy-five percent (75%) of the Lot Owners and the written consent of the Town of Stoneham (acting through its Board of Selectmen), may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees, first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities. Notwithstanding the foregoing, this Declaration of Trust may not be amended in a manner that would cause the Trust to be contrary to: (a) any applicable federal, state or Town law, by law or regulation; or (b) the ~~Town Agreement~~ Planning Board Subdivision Approval, referenced above.

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(a) Necessity for Recording Amendments Alterations Additions or Changes. Any amendment, alteration, addition or change to this Declaration of Trust shall become effective upon the recording with the Registry of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the

acknowledgment of deeds by a majority of the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Lot Owners herein required to consent thereto and shall also require the approval of the Town of Stoneham Board of Selectmen, signed, sealed and acknowledged in the manner required for the acknowledgment of deeds by the Town, with respect to any amendment, alteration, addition or change to this Declaration of Trust that affects any obligation to, or right of, the Town of Stoneham. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

(b) Unilateral Amendment by Declarant. Notwithstanding anything to the contrary in this Declaration of Trust, the Declarant hereby reserves the right to amend this Declaration in order to (a) comply with the requirements of applicable law or, or (b) comply with the requirements of any insurance underwriter or insurance regulatory body, or (c) comply with the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or any other mortgagee or mortgage investor, or (d) correct typographical, mathematical or scrivener's errors, or ??? however, no such amendment shall take place without providing written notice of the amendment to the Town of Stoneham and without the written approval of the Town, which approval shall not be unreasonably withheld.

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15. **CORPUS.** The initial Trust assets include ten dollars. The corpus shall also include additional property and rights transferred to the Trust hereafter and accepted by the Trustee.

16. **SEVERABILITY.** If any portion of this Declaration of Trust shall be determined to be invalid, the remainder of this Declaration of Trust shall continue in full force to accomplish the purposes of this Trust. Additionally, with respect to any obligation to the Town, the parties agree to immediately enter into negotiations in good faith and make equitable amendments to restore the relative obligations to the Town.

17. **MISCELLANEOUS.** In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include female and words denoting persons include individuals, firms, associations, companies (joint, stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, index, headings of different parts hereof and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts. This Trust shall continue in full force for the longest period of time allowed by law that would not violate the applicable Rule Against Perpetuities.

18. **ASSOCIATION EXPENSES, ETC.:**

(a) Capital Contribution. Each Lot owner who acquires his Lot directly from Declarant or the Declarant's Assignee shall pay to the Association a one-time contribution equal to six (6) months' of the then budgeted annual operating expenses allocated to such Lot (an "Operating Reserve Contribution") to establish an operating account reserve that may be accessed by the Association in the event of an operating budget shortfall to pay Association expenses. The Operating Reserve Contribution is not an advance payment of assessments and shall not affect the liability of an owner or a Lot for assessments. As a condition of each subsequent conveyance of a Lot, the new purchaser shall be required to make an Operating Reserve Contribution and the seller of such Lot shall be entitled to reimbursement of the Operating Reserve Contribution originally made thereby.

(b) Annual Assessments. The Association shall have the right to levy an annual assessment against all Lots in the Doherty Lane Extension Definitive Subdivision and the Lot at # 15 Summerhill Street in such amounts as may be deemed appropriate by the Trustees for the management and operation of the Association and for the general purposes and objectives of the Association as set forth herein. Such annual assessment shall be payable in equal monthly installments, unless otherwise provided by the Trustees.

(c) Capital Reserves. The Association shall establish a reserve for capital improvements and replacements which will be funded in part by an allocation thereto from the annual assessment.

(d) Special Assessments. The Association shall also have the right to levy special assessments from time to time against all Lots in the Doherty Lane Extension Definitive Subdivision and the Lot at # 15 Summerhill Street in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover operating expenses or expenditures for capital improvements or replacements.

(e) Assessments Levied Pro Rata. All assessments levied by the Association, whether annual or special, shall be on the basis of one share per Lot so that each owner of a Lot shall bear an equal pro rata share of the expenses of the Association.

(f) Commencement of Assessments. Notwithstanding anything to the contrary contained herein, assessments, whether annually or quarterly or special or otherwise, shall not be levied against any Lot shown on the Subdivision Plans or the Lot at # 15 Summerhill Street until the sale of the first lot contained in the Subdivision or the Lot at # 15 Summerhill Street.

(g) Assessments Against New Lots. In the event any Lot becomes subject to assessment subsequent to January 1 of any year, the first assessment shall be prorated for the

remainder of the then current fiscal year. With respect to any special assessments, only those Lots that are subject to assessment as of the date on which the Trustees of the Association levies the special assessment shall be liable for such special assessment, and such special assessment shall not be charged to or be a lien against any Lot which becomes subject to assessment thereafter.

(h) Payment of Assessments. Payment of any special assessment levied by the Association's Trustees shall be due upon not less than thirty (30) days' written notice thereof and shall be due and payable in such installments as the Trustees may specify. Any assessment, whether annually or quarterly or special or otherwise, which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the annual rate which is the lesser of (a) twelve per cent (12%); or (b) the maximum rate permitted by law (the "Default Rate"). The late charge is in addition to and not in limitation of the Association's other enforcement powers and remedies at law and in equity.

(i) Fines. The Association shall have the right to levy fines against the Lot owners for violation of any of the restrictions contained in this Declaration at the rate of $100 per violation. Any fines so levied shall be due and payable with ten (10) days of the delivery of a written citation to the Lot owner. Any violation shall be subject to an additional $100 fine every thirty (30) days after the delivery of the citation until the violation is cured. Any fine not paid when due shall accrue interest at the Default Rate. The Association shall have all of the rights available to it for collection of fines as it has for the collection of assessments as provided herein.

(j) Personal Obligation of Lot Owner. Every assessment shall be the personal obligation of the owner or owners of the Lot (joint and several if more than one owner) against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the Association may bring suit against the owner on his/her personal obligation and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs incurred by the Association, including reasonable attorneys, fees (including those incurred for appellate proceedings), in preparation for and in bringing such action, whether or not suit is commenced. No owner shall be entitled to any offset, deduction of credit for any sum claimed due to the owner by the Trust, the Declarant, the Declarant's Assignee or any other party. Prior to or at the time of any conveyance of a Lot, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Lot shall be jointly and severally liable with the selling owner for all unpaid assessments against the latter up to the time of the recordation of a deed to such Lot not to exceed the amount shown on a Statement of Common Expenses issued by the Trustee(s) plus all accrued late charges, interest and collection costs, including attorneys' fees, without prejudice to the purchaser's right to recover from the selling owner amounts paid by the purchaser therefore.

(k) Lien Rights. In order to provide an additional means to enforce the collection of any assessment, the Association shall have a lien against each Lot, together with all improvements thereon, for any assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, which lien shall attach and become a charge on each Lot, and all improvements thereon, upon the adoption of any assessment or imposition of any fee or expense as provided herein. Such lien shall in all events be subordinate to the lien of any first mortgagee of said Lot.

(l) Budget. Prior to the beginning of each calendar year, the Trust shall adopt a budget for the Trust containing an estimate of the total amount considered necessary for the ensuing calendar year to pay the cost of performing the obligations of the Trust as set forth in this Declaration of Trust, the fulfillment of the purposes of this Trust as set forth in Section 2 hereof, the cost of administration of the Trust and such insurance and reserves as the Trustees deem appropriate. The Trust shall make available a copy or summary of the budget, in a reasonably itemized form which sets forth the amount of the expenses. The Trustees shall assess each Lot Owner periodically for the amount of the expenses incurred or anticipated to be incurred by the Trustees in the fulfillment of the duties as described in this Trust. Notwithstanding anything contained herein to the contrary, a Lot owned by the Declarant shall not be assessed any amount and shall not be obligated to pay any assessments during such time as it is owned by the Declarant unless there is a completed and occupied dwelling on that Lot for which the Declarant is collecting rent.

(m) Statement of Common Expenses. A statement from the Trustee(s) setting forth the amount of unpaid assessments and any other sums which have been levied against a Lot owner, including a statement of the amount which the Trust claims is entitled to priority with respect to any mortgage ("Statement of Common Expenses"), shall operate to discharge the Lot from any lien for other sums then unpaid if not reflected on the Statement of Common Expenses when recorded in the Registry. This Certificate shall be furnished within ten business days after receipt of a written request and shall be binding on the Trust and every Lot owner. Any purchaser of a Lot may rely on a Statement of Common Expenses issued hereunder.

(n) Mortgagee Liability. Each holder of a Mortgage who comes into possession or ownership of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure or any purchaser at a foreclosure sale shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue more than three months prior to the date such person comes into possession or ownership thereof, except as provided below and except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots including the mortgaged Lot assessed after the Mortgagee or purchaser takes title. The lien created shall cease to exist with respect to assessments and charges levied prior to the time possession is taken or deemed transferred, whichever first occurs, or title is transferred by foreclosure or by deed or assignment in lieu thereof; provided, however, that if the

proceeds of a foreclosure exceed the total amount due to the Mortgagee, the excess shall first be paid to the Association and applied to the satisfaction of the Association's lien and, provided further, that if the Association complies with the provisions of Massachusetts General law Chapter 183A, § 6, as if the assessments were condominium common expenses, the priority therein accorded to the lien shall here apply, meaning and intending to make applicable said statute, or any replacement or amendment thereof.

(o) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by Massachusetts General Law Chapter 183A, Section 6, or its replacement which is hereby made applicable hereto, or in any other manner as allowed by law for collection of sums due. The Trust shall have the right to the appointment of a receiver, if available under the law. The Trust shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.

19. **RESOLUTION OF DISPUTES BETWEEN PRIVATE PARTIES.** In the event of any dispute (i) between the Trustee(s), or (ii) between the Lot owners, or (iii) between the Lot owners and the Trustee(s) (each a "Disputing Party"), as to any matter involving this Trust, then the Disputing Parties shall submit the matter to binding arbitration by an arbitrator selected by the American Arbitration Association of Boston, Massachusetts, whose decision shall be final and binding, in accordance with the Uniform Arbitration Act, GL Ch. 251, §§ 1-19, as amended. This Section 19 shall not be applicable to any dispute or litigation including the Town.

20. **JOINDER OF TOWN**. The Town of Stoneham joins in this Declaration of Trust (a) to facilitate its enforcement of the provisions of this agreement that relate to or otherwise affect the Town; and (b) to confirm that this Declaration of Trust has been approved by the Planning Board and Town Counsel. For purposes of this Trust any action taken by the Town may be taken by the Town Administrator or his/her designee.

21. **INDEMNIFICATION**. The Trust shall defend, indemnify and hold harmless the Town, its officials, employees and agents, from and against any and all claims, suits, demands, liabilities, actions, causes of action, damages, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly from or in connection with the negligent or willful act(s) or omission(s) of the Trust under this Trust or otherwise arising from or as a result of this Trust.

22. **JURISDICTION**. Jurisdiction and venue over any dispute or legal action arising from this Trust involving the Town 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 instrument subject themselves to the personal jurisdiction of said courts for the entry of judgment and for the resolution of any dispute, action, or suit.

23. **DECLARANT'S ASSIGNEE.** Declarant may from time to time expressly assign in writing any or all of its rights, title, interests, easements, powers and privileges reserved hereunder to the Declarant (the "Declarant's Rights") to any other party (herein a "Declarant's Assignee"), and such party shall thereafter enjoy all such Declarant's Rights as and to the extent expressly assigned just as though such party was the original Declarant; it being understood and agreed that wherever in this Declaration the word Declarant is used, it shall include the Declarant's Assignee as and to the extent of any such express assignment.

IN WITNESS WHEREOF, Sanco Builders, LLC has executed the foregoing instrument as a sealed instrument as of the date set forth above and said Sanco Builders, LLC hereby accepts its appointment as Trustee of the Trust in accordance with the above Declaration of Trust.

Sanco Builders LLC, (Declarant and Initial Trustee)

By_____
Anthony Santullo, its Manager

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COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this ____ day of ~~_____~~April, 201~~4~~5, before me, the undersigned notary public, personally appeared the above-named **Anthony Santullo**, as Manager on behalf of **Sanco Builders LLC**, proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Sanco Builders LLC.

_____
Notary Public:
My Commission Expires:

Seal:

IN WITNESS WHEREOF, the Town of Stoneham, by its Board of Selectmen and Town Administrator, has executed the foregoing instrument as a sealed instrument as of the date set forth above, with respect to all provisions and obligations applicable to the Town.

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TOWN OF STONEHAM
By Its Board of Selectmen

_____
Thomas Boussy, Chairman

_____
~~Frank A. Vallarelli~~
Caroline Colarusso

_____
John F. DePinto

_____
Ann Marie O'Neill

_____
Frank Vallarelli~~Robert W. Sweeney~~

By its Town Administrator

_____
David Ragucci

Approved as to form:

_____
William H. Solomon, Town Counsel

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____day of ~~February~~April, 201~~3~~5 before me, the undersigned notary public, personally appeared the above-named ~~**Robert W. Sweeny,**~~ **Thomas Boussy, Caroline Colarusso, John F. DePinto, Ann Marie O'Neill and Frank A. Vallarelli**~~**, John F. DePinto, Ann Marie O'Neil, and Thomas Boussy**~~, who are known to me or proved to me through satisfactory evidence of identification, which were Massachusetts Drivers Licenses, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the Board of Selectmen of the Town of Stoneham, or a majority thereof.

_____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of ~~February~~April, 201~~3~~5, before me, the undersigned notary public, personally appeared the above named **David Ragucci**, who is known to me or proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public:
My Commission Expires:

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Seal:

DECLARATION OF TRUST OF
DOHERTY LANE HOMEOWNERS ASSOCIATION TRUST
INCLUDING OBLIGATIONS TO THE TOWN OF STONEHAM

THIS DECLARATION OF TRUST is made this _____day of _____, 2015 by Sanco Builders LLC, (the "Declarant" or "Initial Trustee", which term shall include its successors in trust hereunder), a Massachusetts limited liability company with a principal place of business at 34 Waltham Street, Woburn, Massachusetts 01810.

WHEREAS, Declarant is the owner of real property located off of Summerhill Street in the Town of Stoneham, County of Middlesex, Commonwealth of Massachusetts (the "Property"), being shown on the Definitive Subdivision Plan (collectively, as such plans may hereafter be amended, the "Subdivision Plans") entitled: "Dohertys Lane Extension Definitive Subdivision Lot Layout Plan, Stoneham, Massachusetts, dated August 6, 2012" **with revisions through October 24, 2012**, prepared by Sullivan Engineering Group, LLC, recorded with the Middlesex South District Registry of Deeds (herein the "Registry") as Plan No. 543 of 2013~~.~~;

WHEREAS, Sanco Builders LLC intends to develop the Property as a single-family residential subdivision containing 6 residential lots including Lots 1 to 5 on the above referred to Subdivision Plan and the Lot shown on Land Court Plan No. 20303A (collectively, the "Lots") with a common internal roadway system and coordinated common amenities, including drainage facilities and drainage easements shown on the plans entitled "Easement Plan of Land Dohertys Lane Ext. Stoneham, Mass. January 26, 2015, prepared by Edward J. Farrell recorded at Middlesex South District Registry of Deeds as Plan No. ____ of 2015, "Easement Plan of Land Land Court Case No. 20303A Stoneham, Mass." dated Sept. 23, 2013 prepared by Edward J. Farrell recorded at Middlesex South District Registry of Deeds Registered Land Section as _____, and "Easement Plan of Land 64 Pond Street, Stoneham, Mass." dated September 23, 2013 recorded at Middlesex South District Registry of Deeds as Plan No. 778 of 2013. Said Easements shown on the last mentioned plan being recorded at Book 61240, Page 451 at said Registry of Deeds and at Book 62757, Page 156 at said Registry of Deeds, all as depicted on the above described Plans, as they may be amended and approved by the Planning Board to be commonly known as the Doherty Lane Subdivision (collectively, the "Doherty Lane Subdivision");

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WHEREAS, the creation of a Homeowner's Associations and a Declaration of Trust documenting and agreeing to certain obligations to the Town of Stoneham was a requirement of the subdivision approval for the subject land, approved by the Stoneham Planning Board on July 10, 2013, recorded at Middlesex South District Registry of Deeds as Plan No. 543 of 2013._____.

NOW, THEREFORE, the Declarant hereby establishes this trust to serve as the Homeowners Association for the Subdivision as follows:

1. **NAME.** The trust created hereby shall be known as **"DOHERTY LANE HOMEOWNERS ASSOCIATION TRUST"** (also referred to herein sometimes as the "Trust" or "Association" or "Homeowners Association" or "HOA", all being one and the same).

2. **STORMWATER DETENSION PURPOSES AND OBLIGATIONS.**

(a) To receive and hold title to stormwater and appurtenant drain manholes, perimeter drain system, pipes, conduits, facilities and components constituting the stormwater detention system installed by the Declarant in the common areas and on certain Lots as shown on the plan entitled "Doherty Lane Extension Definitive Subdivision Lot Layout Plan" dated August 6, 2012 prepared by Sullivan Engineering Group, LLC and recorded with the Middlesex South District Registry of Deeds as Plan No. 543 of 2013, and the land shown on Land Court Plan No. 20203A containing the dwelling at 15 Summerhill Street and the plan entitled "Easement Plan of Land Dohertys Lane Ext. Stoneham, Mass." dated January 26, 2015, prepared by Edward J. Farrell recorded at Middlesex South District Registry of Deeds as Plan No. ____ of 2015, and the "Easement Plan of Land Land Court Case No. 20303A Stoneham, Mass." dated Sept. 23, 2013 prepared by Edward J. Farrell recorded at Middlesex South District Registry of Deeds Registered Land Section as _____, and the "Easement Plan of Land 64 Pond Street, Stoneham, Mass." dated September 23, 2013, recorded at Middlesex South District Registry of Deeds as Plan No. 778 of 2013. Said easements shown on the last mentioned plan being recorded at Book 61240, Page 451 at said Registry of Deeds and at Book 62757, Page 156 at said Registry of Deeds, and which system will regulate the discharge of stormwater runoff into the stormwater system owned and maintained by the Town of Stoneham.

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(b) To provide for the inspection, maintenance, repair and replacement of the Stormwater Detention System so as to keep the same in good operating condition at all times as determined in the reasonable judgment of the Stoneham Town Engineer (the "Stormwater Detention Obligations");

(c) To provide for the inspection, installation, use, operation and maintenance of the stormwater detention system and its appurtenant drain manholes, perimeter drain access, pipes, conduits, facilities and components (collectively, the "Stormwater Detention Facility") located on or within portions of the above referred to Subdivision plan and the above referred to easement plans.

(d) To receive and hold title to all rights of way within the Subdivision, if and when title to streets are deeded to this Trust, and to convey such interest therein as the Trustee deems necessary or appropriate to cause the street to be accepted by the Town of Stoneham, as a public way;

(e) To obtain and maintain appropriate insurance coverage to protect the assets of the Trust, including, without limitation, commercial liability insurance to protect against any liabilities that may be incurred by the Trust in or servicing the performance of its obligations hereunder;

(f) To maintain and preserve the above referred to easements and any other easements located or to be located in the Subdivision.

3. **BENEFICIARIES.** The beneficiaries of this Trust are the owners from time to time of Lots, subject to the rights reserved by the Declarant herein or the Standard Covenants. The owners of each Lot (the "Lot Owners") shall have an equal beneficial interest in this Trust. The beneficial interest in and obligations imposed on the Lot Owners by this Declaration of Trust shall be divided equally among the Lots, except as otherwise specifically set forth herein. The beneficial interest in this Trust shall run with the ownership of each Lot and may not be severed from the ownership of that Lot. The beneficial interest of each Lot shall be held as one interest and may not be partitioned and shall not be divided among several Lot Owners of any such Lot.

With respect to any Lot owned by more than one person and/or entity, each record owner of a Lot must execute a consent to effectively grant consent. If the record owners are not natural persons with legal capacity to give their consent, affidavits or other evidence of authority of any signatories purporting to bind such record owners must be recorded with the consent. Lot owners of record do not include mortgagees, unless and until such mortgagees take title (by way of foreclosure deed, deed in lieu of foreclosure or otherwise) to a Lot.

The Town of Stoneham is also a beneficiary of this Trust as specifically set out in this instrument (Declaration of Trust). Unless otherwise provided for herein, all actions needed or taken on behalf of the Town of Stoneham shall be by its Town Administrator or his/her designee.

4. **TRUSTEES.** For the period (the "Declarant's Control Period") ending on the earlier to occur of (a) five (5) years from the date of this Declaration of Trust; or (b) the date which is thirty (30) days after neither the Declarant nor the Declarant's Assignee (hereinafter defined) owns a Lot in the Doherty Lane Extension Definitive Subdivision or the Lot at # 15 Summerhill Street, Declarant (or Declarant's Assignee) shall be the sole trustee of the Trust and shall have the sole right to designate its successor trustee. After the Declarant's Control Period, or sooner if the Declarant or the Declarant's Assignee relinquishes its control by a written notice to the Lot Owners so stating, there shall be three (3) trustees, and at a meeting called by any one of the Lot Owners or by the Initial Trustee or Declarant (or the Declarant's Assignee) on ten days' written notice to all Lot Owners, the Initial Trustee and Declarant (or

the Declarant's Assignee), the Lot Owners shall, by majority vote of those in attendance, elect the replacement trustees, with the requirement that each Trustee must be a Lot owner or the majority owner of an entity holding title to a Lot. If the Lot Owners fail to elect replacement trustees, all of the Lot Owners shall automatically and by default become the trustees, with the owners of each Lot having one vote. Each Trustee so elected shall serve for three years, but to establish staggered terms, at the first such election two of the trustees shall be chosen for three years and the remaining trustee shall be elected for a two-year term. After the expiration of the term of the Initial Trustee, any trustee shall be automatically removed from office upon the recording of a deed transferring all of such trustee's ownership interest in his or her Lot.

5. **MEETINGS.**

(a) Annual Meetings. An annual meeting of Lot Owners shall be held to address any and all such matters as may require action by the Lot Owners, and for the transaction of such other business as may properly be brought before the meeting. Such annual meeting shall be held on a date to be fixed by the Trustee(s) at the time and place to be fixed by the Trustee(s), and stated in the notice of the meeting.

(b) Special Meetings. Special meetings of Lot Owners may be called at any time by the Trustee(s) or by a majority of the Lot Owners. Business transacted at any special meeting of Lot Owners shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

Written notice of each meeting, whether annual or special, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Lot Owner entitled to vote at such meeting. The notices of all meetings shall state the place, date and hour of the meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice shall be deemed given when deposited in the U.S. mail, postage prepaid, directed to the Lot Owner at his or her address as it appears on the records of the Trust.

6. **QUORUM, ACTION AND CONSENT.** The Trustees may act by a majority vote at any duly called meeting at which a quorum is present. A quorum shall consist of a majority of the Trustees then in office. The Trustees may transact without a meeting any business which they are authorized to transact at a meeting, provided that the Trustees unanimously assent in writing to the decisions of the Trustees concerning such business by signing the official record of said decisions to be filed with the records of the Trustees. Any action so taken shall have the same force and effect as though taken at a duly called and held meeting of the Trustees.

7. **RESIGNATION AND REMOVAL OF TRUSTEE.**

(a) Any Trustee may resign, provided that such resignation shall not be effective until written notice of it is delivered or mailed to all of the other Trustee(s), if any, and if none, then to the Lot Owners.

(b) After the expiration of the Declarant's Control Period, but not prior thereto, any Trustee may be removed, with or without cause. If a Trustee has been elected by vote of the Lot owners, he may be removed by a vote of a majority of the Lot owners. Any such removal shall be evidenced by the recording with the Registry of a certificate of removal signed by the Secretary of the Trust naming the Trustee so removed and reciting that the requisite vote of the Lot Owners were cast for the removal.

8. **NO LIABILITY IF IN GOOD FAITH.** No Trustee shall be personally liable or accountable out of his personal assets by reason of any action taken, suffered or omitted, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except his own willful malfeasance or bad faith. It is expressly understood that during the Declarant's Control Period, the Trustee may act in the best interests of the Declarant, and in doing so shall not be deemed to have breached of any fiduciary duty to the Lot Owners.

9. **POWERS.** In addition to such powers as are vested in a trustee under common law and such powers as are inherent to carry out the purposes of this Trust as set forth hereinabove, the trustees shall have the following powers and authority:

(a) To engage, contract with, appoint and remove at pleasure all contractors, consultants, agents and other independent contractors and employees of the Trust, prescribe their duties, fix their consideration or compensation, and require of them such security or fidelity bond(s) as the Trustee(s) may deem expedient;

(b) To establish, budgets and levy and assess, and collect the assessments for Common Expenses including, but not limited to the institution of charges sufficient to generate revenues adequate to fund the performance of the Trustee's duties as contained herein or in furtherance of the duties and obligations contained herein and the Standard Covenants and to fund proper reserves for same and may make special assessments, even if not in the annual budget;

(c) To do all things necessary or appropriate, in the judgment of the Trustees, to carry out the purposes of the Trust, including, but not limited to, making assessments for the payment of any charges or assessment due thereon and to carry out the purposes and authority and enforce obligations contained herein and the Standard Covenants, subject to the rights of the Declarant;

(d) To obtain bonds and policies of insurance as the Trustees may from time to time determine is appropriate;

(e) To open and maintain bank accounts and investment accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which record shall be available for inspection by the Lot Owners and mortgagees of the Lots and to prepare annual financial reports and accountings;

(f) To borrow or in any other manner raise such sum or sums of money or other property as it shall deem advisable in any manner and on any terms, and to evidence same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, and, to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing; provided, however, that the Trustees shall have no authority to bind the Lot Owners personally;

(g) To enforce obligations on the Lot Owners, allocating expenses and doing anything and everything else necessary and proper for the performance of its obligations under this Declaration of Trust and the Standard Covenants;

(h) To sign, seal, acknowledge, deliver and record in any one or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties;

(i) To establish by-laws and rules and regulations for the conduct of the affairs of the Trust and pursuant to this Declaration, as the Trustees shall, from time to time, determine;

(j) To deed rights in and to rights of way and easements to the Town of Stoneham, consistent with the purposes of this Trust.

10. **OBLIGATIONS OF ASSOCIATION**.

(a) Stormwater Detention Obligations. In the event that the Trust fails to perform the Stormwater Detention "Purpose and Obligations" as set out in Section 2 of this Trust, the Town of Stoneham shall notify the Trust in writing of such failure. In the event the Trust does not cure such failure within thirty (30) days after receipt of such notice (except that no such notice and cure period shall be required in the case of an emergency involving imminent danger of personal injury or damage to property), the Town of Stoneham may, at its option, cure such failure to perform, and the Trust shall reimburse the Town of Stoneham for all reasonable amounts incurred thereby in doing so within fifteen (15) days of demand. The Town of Stoneham shall have the right to enforce in an action at law or in equity any obligations of the Trust to the Town against the Trust and/or against the individual Lot Owners within the Subdivision, all of whom shall be jointly and severally liable for the obligations of the Trust under this subsection (b), and, in any such action, the Town shall be entitled to recover the reasonable attorneys' fees and other costs and expenses incurred by them, or either of them, including the imputed value of the Town Counsel's time, if not billed on an hourly basis, which value shall be as reasonably determined by the Town, but in no event less than ~~deemed to be at least~~ Two Hundred Dollars ($200) per hour. Furthermore, in connection therewith the Town is hereby granted the right to levy

assessments in the Town's name against the owners of the Lots in order to enforce its rights hereunder.

11. **THIRD PARTIES DEALING WITH THE TRUST.** No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one or more of them for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgage lender or other person dealing with the Trustee or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or anyone or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

12. **INSTRUMENTS SUBJECT TO TRUST TERMS.** Every deed or other instrument conveying any interest in a Lot shall be subject to the terms of this Declaration of Trust and deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express references shall have been made to this instrument.

13. **CERTIFICATIONS BY TRUSTEES FOR RECORDING.** All persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Registry. Any certificate signed by the Initial Trustee or a majority of the Trustees in office at the time, setting forth the names of the Trustees hereunder or setting forth as facts any matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with the Registry shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon.

14. **AMENDMENTS AND TERMINATION.** The Trustees, with the consent in writing of at least seventy-five percent (75%) of the Lot Owners and the written consent of the Town of Stoneham (acting through its Board of Selectmen), may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees, first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities. Notwithstanding the foregoing, this Declaration of Trust may not be amended in a manner that would cause the Trust to be contrary to: (a) any applicable federal, state or Town law, by law or regulation; or (b) the ~~Town Agreement~~ Planning Board Subdivision Approval, referenced above.

Comment [B1]: Charlie – let's discuss.

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(a) Necessity for Recording Amendments Alterations Additions or Changes. Any amendment, alteration, addition or change to this Declaration of Trust shall become effective upon the recording with the Registry of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the

acknowledgment of deeds by a majority of the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Lot Owners herein required to consent thereto and shall also require the approval of the Town of Stoneham Board of Selectmen, signed, sealed and acknowledged in the manner required for the acknowledgment of deeds by the Town, with respect to any amendment, alteration, addition or change to this Declaration of Trust that affects any obligation to, or right of, the Town of Stoneham. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

(b) Unilateral Amendment by Declarant. Notwithstanding anything to the contrary in this Declaration of Trust, the Declarant hereby reserves the right to amend this Declaration in order to (a) comply with the requirements of applicable law or, or (b) comply with the requirements of any insurance underwriter or insurance regulatory body, or (c) comply with the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or any other mortgagee or mortgage investor, or (d) correct typographical, mathematical or scrivener's errors, or ??? however, no such amendment shall take place without providing written notice of the amendment to the Town of Stoneham and without the written approval of the Town, which approval shall not be unreasonably withheld.

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15. **CORPUS.** The initial Trust assets include ten dollars. The corpus shall also include additional property and rights transferred to the Trust hereafter and accepted by the Trustee.

16. **SEVERABILITY.** If any portion of this Declaration of Trust shall be determined to be invalid, the remainder of this Declaration of Trust shall continue in full force to accomplish the purposes of this Trust. Additionally, with respect to any obligation to the Town, the parties agree to immediately enter into negotiations in good faith and make equitable amendments to restore the relative obligations to the Town.

17. **MISCELLANEOUS.** In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include female and words denoting persons include individuals, firms, associations, companies (joint, stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, index, headings of different parts hereof and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts. This Trust shall continue in full force for the longest period of time allowed by law that would not violate the applicable Rule Against Perpetuities.

18. **ASSOCIATION EXPENSES, ETC.:**

(a) Capital Contribution. Each Lot owner who acquires his Lot directly from Declarant or the Declarant's Assignee shall pay to the Association a one-time contribution equal to six (6) months' of the then budgeted annual operating expenses allocated to such Lot (an "Operating Reserve Contribution") to establish an operating account reserve that may be accessed by the Association in the event of an operating budget shortfall to pay Association expenses. The Operating Reserve Contribution is not an advance payment of assessments and shall not affect the liability of an owner or a Lot for assessments. As a condition of each subsequent conveyance of a Lot, the new purchaser shall be required to make an Operating Reserve Contribution and the seller of such Lot shall be entitled to reimbursement of the Operating Reserve Contribution originally made thereby.

(b) Annual Assessments. The Association shall have the right to levy an annual assessment against all Lots in the Doherty Lane Extension Definitive Subdivision and the Lot at # 15 Summerhill Street in such amounts as may be deemed appropriate by the Trustees for the management and operation of the Association and for the general purposes and objectives of the Association as set forth herein. Such annual assessment shall be payable in equal monthly installments, unless otherwise provided by the Trustees.

(c) Capital Reserves. The Association shall establish a reserve for capital improvements and replacements which will be funded in part by an allocation thereto from the annual assessment.

(d) Special Assessments. The Association shall also have the right to levy special assessments from time to time against all Lots in the Doherty Lane Extension Definitive Subdivision and the Lot at # 15 Summerhill Street in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover operating expenses or expenditures for capital improvements or replacements.

(e) Assessments Levied Pro Rata. All assessments levied by the Association, whether annual or special, shall be on the basis of one share per Lot so that each owner of a Lot shall bear an equal pro rata share of the expenses of the Association.

(f) Commencement of Assessments. Notwithstanding anything to the contrary contained herein, assessments, whether annually or quarterly or special or otherwise, shall not be levied against any Lot shown on the Subdivision Plans or the Lot at # 15 Summerhill Street until the sale of the first lot contained in the Subdivision or the Lot at # 15 Summerhill Street.

(g) Assessments Against New Lots. In the event any Lot becomes subject to assessment subsequent to January 1 of any year, the first assessment shall be prorated for the

remainder of the then current fiscal year. With respect to any special assessments, only those Lots that are subject to assessment as of the date on which the Trustees of the Association levies the special assessment shall be liable for such special assessment, and such special assessment shall not be charged to or be a lien against any Lot which becomes subject to assessment thereafter.

(h) Payment of Assessments. Payment of any special assessment levied by the Association's Trustees shall be due upon not less than thirty (30) days' written notice thereof and shall be due and payable in such installments as the Trustees may specify. Any assessment, whether annually or quarterly or special or otherwise, which is not paid when due shall be subject to a late charge of ten percent (10%) and shall bear interest from the due date until paid at the annual rate which is the lesser of (a) twelve per cent (12%); or (b) the maximum rate permitted by law (the "Default Rate"). The late charge is in addition to and not in limitation of the Association's other enforcement powers and remedies at law and in equity.

(i) Fines. The Association shall have the right to levy fines against the Lot owners for violation of any of the restrictions contained in this Declaration at the rate of $100 per violation. Any fines so levied shall be due and payable with ten (10) days of the delivery of a written citation to the Lot owner. Any violation shall be subject to an additional $100 fine every thirty (30) days after the delivery of the citation until the violation is cured. Any fine not paid when due shall accrue interest at the Default Rate. The Association shall have all of the rights available to it for collection of fines as it has for the collection of assessments as provided herein.

(j) Personal Obligation of Lot Owner. Every assessment shall be the personal obligation of the owner or owners of the Lot (joint and several if more than one owner) against which the assessment is levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the Association may bring suit against the owner on his/her personal obligation and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs incurred by the Association, including reasonable attorneys, fees (including those incurred for appellate proceedings), in preparation for and in bringing such action, whether or not suit is commenced. No owner shall be entitled to any offset, deduction of credit for any sum claimed due to the owner by the Trust, the Declarant, the Declarant's Assignee or any other party. Prior to or at the time of any conveyance of a Lot, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Lot shall be jointly and severally liable with the selling owner for all unpaid assessments against the latter up to the time of the recordation of a deed to such Lot not to exceed the amount shown on a Statement of Common Expenses issued by the Trustee(s) plus all accrued late charges, interest and collection costs, including attorneys' fees, without prejudice to the purchaser's right to recover from the selling owner amounts paid by the purchaser therefore.

(k) Lien Rights. In order to provide an additional means to enforce the collection of any assessment, the Association shall have a lien against each Lot, together with all improvements thereon, for any assessment, together with interest and late charges thereon and cost of collection thereof as herein provided, which lien shall attach and become a charge on each Lot, and all improvements thereon, upon the adoption of any assessment or imposition of any fee or expense as provided herein. Such lien shall in all events be subordinate to the lien of any first mortgagee of said Lot.

(l) Budget. Prior to the beginning of each calendar year, the Trust shall adopt a budget for the Trust containing an estimate of the total amount considered necessary for the ensuing calendar year to pay the cost of performing the obligations of the Trust as set forth in this Declaration of Trust, the fulfillment of the purposes of this Trust as set forth in Section 2 hereof, the cost of administration of the Trust and such insurance and reserves as the Trustees deem appropriate. The Trust shall make available a copy or summary of the budget, in a reasonably itemized form which sets forth the amount of the expenses. The Trustees shall assess each Lot Owner periodically for the amount of the expenses incurred or anticipated to be incurred by the Trustees in the fulfillment of the duties as described in this Trust. Notwithstanding anything contained herein to the contrary, a Lot owned by the Declarant shall not be assessed any amount and shall not be obligated to pay any assessments during such time as it is owned by the Declarant unless there is a completed and occupied dwelling on that Lot for which the Declarant is collecting rent.

(m) Statement of Common Expenses. A statement from the Trustee(s) setting forth the amount of unpaid assessments and any other sums which have been levied against a Lot owner, including a statement of the amount which the Trust claims is entitled to priority with respect to any mortgage ("Statement of Common Expenses"), shall operate to discharge the Lot from any lien for other sums then unpaid if not reflected on the Statement of Common Expenses when recorded in the Registry. This Certificate shall be furnished within ten business days after receipt of a written request and shall be binding on the Trust and every Lot owner. Any purchaser of a Lot may rely on a Statement of Common Expenses issued hereunder.

(n) Mortgagee Liability. Each holder of a Mortgage who comes into possession or ownership of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure or any purchaser at a foreclosure sale shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue more than three months prior to the date such person comes into possession or ownership thereof, except as provided below and except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots including the mortgaged Lot assessed after the Mortgagee or purchaser takes title. The lien created shall cease to exist with respect to assessments and charges levied prior to the time possession is taken or deemed transferred, whichever first occurs, or title is transferred by foreclosure or by deed or assignment in lieu thereof; provided, however, that if the

proceeds of a foreclosure exceed the total amount due to the Mortgagee, the excess shall first be paid to the Association and applied to the satisfaction of the Association's lien and, provided further, that if the Association complies with the provisions of Massachusetts General law Chapter 183A, § 6, as if the assessments were condominium common expenses, the priority therein accorded to the lien shall here apply, meaning and intending to make applicable said statute, or any replacement or amendment thereof.

(o) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by Massachusetts General Law Chapter 183A, Section 6, or its replacement which is hereby made applicable hereto, or in any other manner as allowed by law for collection of sums due. The Trust shall have the right to the appointment of a receiver, if available under the law. The Trust shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with such Lot.

19. **RESOLUTION OF DISPUTES BETWEEN PRIVATE PARTIES.** In the event of any dispute (i) between the Trustee(s), or (ii) between the Lot owners, or (iii) between the Lot owners and the Trustee(s) (each a "Disputing Party"), as to any matter involving this Trust, then the Disputing Parties shall submit the matter to binding arbitration by an arbitrator selected by the American Arbitration Association of Boston, Massachusetts, whose decision shall be final and binding, in accordance with the Uniform Arbitration Act, GL Ch. 251, §§ 1-19, as amended. This Section 19 shall not be applicable to any dispute or litigation including the Town.

20. **JOINDER OF TOWN**. The Town of Stoneham joins in this Declaration of Trust (a) to facilitate its enforcement of the provisions of this agreement that relate to or otherwise affect the Town; and (b) to confirm that this Declaration of Trust has been approved by the Planning Board and Town Counsel. For purposes of this Trust any action taken by the Town may be taken by the Town Administrator or his/her designee.

21. **INDEMNIFICATION**. The Trust shall defend, indemnify and hold harmless the Town, its officials, employees and agents, from and against any and all claims, suits, demands, liabilities, actions, causes of action, damages, costs and expenses, including reasonable attorneys' fees, arising directly or indirectly from or in connection with the negligent or willful act(s) or omission(s) of the Trust under this Trust or otherwise arising from or as a result of this Trust.

22. **JURISDICTION**. Jurisdiction and venue over any dispute or legal action arising from this Trust involving the Town 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 instrument subject themselves to the personal jurisdiction of said courts for the entry of judgment and for the resolution of any dispute, action, or suit.

23. **DECLARANT'S ASSIGNEE.** Declarant may from time to time expressly assign in writing any or all of its rights, title, interests, easements, powers and privileges reserved hereunder to the Declarant (the "Declarant's Rights") to any other party (herein a "Declarant's Assignee"), and such party shall thereafter enjoy all such Declarant's Rights as and to the extent expressly assigned just as though such party was the original Declarant; it being understood and agreed that wherever in this Declaration the word Declarant is used, it shall include the Declarant's Assignee as and to the extent of any such express assignment.

IN WITNESS WHEREOF, Sanco Builders, LLC has executed the foregoing instrument as a sealed instrument as of the date set forth above and said Sanco Builders, LLC hereby accepts its appointment as Trustee of the Trust in accordance with the above Declaration of Trust.

Sanco Builders LLC, (Declarant and Initial Trustee)

By_____
Anthony Santullo, its Manager

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COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this ____ day of ~~_____~~April, 201~~4~~5, before me, the undersigned notary public, personally appeared the above-named **Anthony Santullo**, as Manager on behalf of **Sanco Builders LLC**, proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Sanco Builders LLC.

_____
Notary Public:
My Commission Expires:

Seal:

IN WITNESS WHEREOF, the Town of Stoneham, by its Board of Selectmen and Town Administrator, has executed the foregoing instrument as a sealed instrument as of the date set forth above, with respect to all provisions and obligations applicable to the Town.

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TOWN OF STONEHAM
By Its Board of Selectmen

_____
Thomas Boussy, Chairman

_____
~~Frank A. Vallarelli~~
Caroline Colarusso

_____
John F. DePinto

_____
Ann Marie O'Neill

_____
Frank Vallarelli~~Robert W. Sweeney~~

By its Town Administrator

_____
David Ragucci

Approved as to form:

_____
William H. Solomon, Town Counsel

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____day of ~~February~~April, 201~~3~~5 before me, the undersigned notary public, personally appeared the above-named ~~**Robert W. Sweeny,**~~ **Thomas Boussy, Caroline Colarusso, John F. DePinto, Ann Marie O'Neill and Frank A. Vallarelli**~~**, John F. DePinto, Ann Marie O'Neil, and Thomas Boussy**~~, who are known to me or proved to me through satisfactory evidence of identification, which were Massachusetts Drivers Licenses, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the Board of Selectmen of the Town of Stoneham, or a majority thereof.

_____
Notary Public:
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of ~~February~~April, 201~~3~~5, before me, the undersigned notary public, personally appeared the above named **David Ragucci**, who is known to me or proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public:
My Commission Expires:

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Seal:

Philip and Susan Bernat
5 Cowdrey Street
Stoneham Ma. 02180

April 15, 2015

Board of Selectman
Stoneham Ma. 02180

Dear Board Members

We have been advised by Robert Grover (Stoneham Director of Publoc Works) to ask for your approval for us to purchase and install a Park Bench on the Town Hall property between the town hall and fire station along the walk way to Emerson Street.

We will make the required contribution to the town to meet the cost of expenses.
We would like it to be dedicated in memory of our son Eric J. Bernat.
Eric passed away last month and was a Firefighter on the Stoneham Fire Dept.
We understand that it would be ordered through the public works dept. and meet the design specifications of the town.

Thank you for your consideration

Sincerely
Philip Bernat and Susan Bernat

Philip and Susan Bernat

TOWN OF STONEHAM
BOARD OF SELECTMEN
2015 APR 16 P 2: 54

Please make motion to approve contingent upon Department Heads signing off and receipt of Workers Comp Insurance Certificate.

Town of Stoneham

COMMON VICTUALLER LICENSE APPLICATION

INDIVIDUAL, PARTNERSHIP OR CORPORATE NAME:
GIN U DEE, INC.

D/B/A, IF DIFFERENT: Gin U Dee Restaurant

LOCATION: 418 Main Street, Stoneham, MA

PHONE: 781-438-9989

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)

* Teeradet Mongkhonlertsirikul Pres. 195 Cambridge St, Allston, MA
* Kallapraphrukchoksiri Chokdeemeesuk, 402 Panya Indra, Rd, Bangkok, TH
* directors

FOR PARTNERSHIP OR INDIVIDUAL:

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

Manager's Name: Teeradet Mongkhonlertsirikul
Home Address and Phone #: 195 Cambridge St., Allston, MA 571-730-9930
Hours of Operation: Sunday to Sat. 11⁰⁰ am – 10³⁰ pm
Menu (General Type of Food Served): Thai
Floor Space: 1,000 sq. ft. Seating Capacity: 12
Parking Capacity: 0 Number of Employees: 4
SIGNATURE: Teeradet Mongkhonlertsirikul
(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

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.

✓ Teeradet Mongkhonlertsirikul

* Signature of Individual

By: Corporate Officer

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

47-3336162

**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

BUILDING INSPECTOR

BOARD OF HEALTH

FIRE DEPARTMENT

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information — Please Print Legibly

Business/Organization Name: Gin U Dee, Inc

Address: 418 Main ST

City/State/Zip: Stoneham, MA 02180 Phone #:

Are you an employer? Check the appropriate box:

1. ☑ I am a employer with 4 employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insuranee req.]

Business Type (required):

5. ☐ Retail
6. ☑ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: will provide prior to commencement of business.

Insurer's Address:

City/State/Zip:

Policy # or Self-ins. Lic. # Expiration Date:

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: ✓ Teeradet Mongkhonkertsirikul. Date: 3/15/2015

Phone #: 571-730-9930

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Permit/License #

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other

Contact Person: Phone #:

Lim & Associates, P.C.

Attorney at Law

65 Harrison Avenue, Suite 407, Boston, MA 02111
Tel (617) 451-3441 Fax: (617) 451-1899
E-Mail: plim1998@aol.com

April 1, 2015

Ms. Erin Sinclair
Office Manager
Board of Selectmen
Town of Stoneham
35 Central Street, 2nd Floor
Stoneham, MA 02180

RE: Common Victualler License

Dear Erin:

Enclosed for filing please find the common victualler license application and the filing fee of 50.00 on behalf of Gin U Dee, Inc. Gin U Dee will be taking over the Fortune House Restaurant located at 418 Main Street, Stoneham in the near future. Please advise if you need additional information or documentation. The principals of Gin U Dee will be obtaining the workers' compensation when we are close to the Closing Date.

Thank you for your assistance in this matter.

Sincerely,

Peter Lim

Enclosure

TOWN OF STONEHAM
BOARD OF SELECTMEN
2015 APR 13 P 1:35

Please make motion to approve contingent upon Department Heads signing off.

Town of Stoneham

COMMON VICTUALLER LICENSE APPLICATION

TOWN OF STONEHAM
BOARD OF SELECTMEN
2015 APR 21 P 1:15

INDIVIDUAL, PARTNERSHIP OR CORPORATE NAME:
Kushala Sip Coffee House, LLC.

D/B/A, IF DIFFERENT: _____

LOCATION: 335 Main Street, Suite 101, Stoneham, MA, 02180

PHONE: 617-412-5515

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

☐ Corporation ☐ Partnership ☐ Limited Partnership ☒ Sole Proprietorship LLC

FOR CORPORATION:

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

FOR PARTNERSHIP OR INDIVIDUAL:

Give the names and home addresses of all partners or individual Owners:
Dalia Valencia / Home Address: 432 Salem Street, Woburn, MA, 01801

Manager's Name: Dalia Valencia

Home Address and Phone #: 432 Salem Street, Woburn, MA

Hours of Operation: Mon - Friday 6.30 AM - 6 PM, Sat - 8 AM to 4 PM, Sun - 9 AM to 1 PM (this may change based on traffic)

Menu (General Type of Food Served): Espresso based coffee beverages, tea, smoothies and pastries.

Floor Space: 1,200 sq. ft. Seating Capacity: 16

Parking Capacity: 32 Number of Employees: 2-3 PART TIME

SIGNATURE: _____
(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

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

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

EIN 47-3538301

**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	BUILDING INSPECTOR
BOARD OF HEALTH	FIRE DEPARTMENT

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information **Please Print Legibly**

Business/Organization Name: KUSHALA SIP COFFEE HOUSE, LLC.

Address: 335 MAIN STREET, SUITE 101

City/State/Zip: STONEHAM, MA, 02180 Phone #: 617-412-5515

Are you an employer? Check the appropriate box:

1. [X] I am a employer with 2-3 part time employees (full and/ or part-time).*
2. [ ] I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. [ ] We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. [ ] We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insuranee req.]

Business Type (required):

5. [ ] Retail
6. [x] Restaurant/Bar/Eating Establishment
7. [ ] Office and/or Sales (incl. real estate, auto, etc.)
8. [ ] Non-profit
9. [ ] Entertainment
10. [ ] Manufacturing
11. [ ] Health Care
12. [ ] Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Travelers Insurance Co

Insurer's Address: ONE TOWER SQUARE

City/State/Zip: HARTFORD CT 06183

Policy # or Self-ins. Lic. # TBA Expiration Date: 4/17/2016

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: Date: 4/17/2015

Phone #: 617 412 5515

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ **Permit/License #** _____

Issuing Authority (circle one):
1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ **Phone #:** _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Tarpey Insurance Group
442 Water St
PO BOX 567
Wakefield MA 01880-4667

CONTACT NAME: William Tarpey
PHONE (A/C, No, Ext): (781)246-2677 FAX (A/C, No): (781)224-0973
E-MAIL ADDRESS: bill@tarpeyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Insurance Co	36161
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Kushala Sip Coffee House, LLC
335 Main Street, Suite 101
Stoneham MA 02180

COVERAGES **CERTIFICATE NUMBER:** 2015-16 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TBA	4/17/2015	4/17/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TBA	04/17/2015	04/17/2016	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Town of Stoneham
35 Central St
Stoneham, MA 02180

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Tarpey,CPCU,CIC,AAI

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APPOINTMENT

Historical Commission

One (1) Alternate Member appointment for one-year term effective until April 30, 2016.

CANDIDATES:

** Dolly Wilson _____
181 Central Street

Board of Selectman
c/o Erin Sinclair
Town of Stoneham
35 Central Street
Stoneham, MA 02180

To the Board:

I am writing to request an appointment as an alternate member of the Historical Commission for the Town of Stoneham.

I have an M.A. and Ph.D. in history, along with 15 years' experience teaching and researching in history and public history, along with over 10 years working in journalism, public relations and marketing. I am an 18-year resident of Stoneham, and have spent the last 5 years volunteering as part of the Bikeway/Greenway Committee.

Sincerely,

Dolly Wilson
181 Central Street
Stoneham

Stoneham Board of Selectmen – Minutes of Meeting of April 14, 2015

Chairman Thomas Boussy called the meeting to order at 7:00 p.m. Also present were Selectwoman Caroline Colarusso, Selectwoman Ann Marie O'Neill, Selectman Frank Vallarelli, Town Administrator David Ragucci and Town Counsel William H. Solomon. Selectmen John DePinto was not present.

Pledge of Allegiance

Chairman Boussy would like to congratulation the newest member to the Board Caroline Colaursso. Chairman Boussy would like to thank the voters of Stoneham for placing their trust in him for another term on the Board of Selectmen. Chairman Boussy would also like to recognize Bob Sweeney who served on the Board for 15 years. That is a long time to be on the Board and a tremendous amount of work. Chairman Boussy would like to personally thank him for his service and all he has done and let him know it is appreciated. Selectman Vallarelli states they should look into a chair and gavel for Bob Sweeney.

Reorganization

Selectman Vallarelli nominated Selectmen Boussy for Chairman, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor

Selectwoman Colarusso
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed 4-0.

Selectwoman Colarusso nominated Ann Marie O'Neill as Vice Chairman, seconded by Selectman Vallarelli. Motion was **unanimously voted (4-0).**

Update from Senator Jason Lewis and Representative Michael Day (Time 4:10-49:00 on Stoneham TV On Demand)

Representative Michael Day was present to give an update on what is going on in the State House. Representative Day's contact information is: Office 448, phone number 617-722-2582, email michael.day@mahouse.gov, office hours every second Tuesday of the month 2 hours at the Senior Center and2 hours at the Library. He states that he has been assigned to 4 committees: Joint Committee on Education, Post Audit and Oversight, Judiciary Committee and Mental Health and Substance Abuse Committee. Representative Day states they have House 1 budget there is a shortfall. He states there will decisions that will need to be made and will start tomorrow in order to pass a balanced budget. He discussed increases in Chapter 70 and Chapter 90. Senator Lewis states that Representative Day is a great partner. He states that this a partnership between local and state government and would like to see that as close as it can be. Senator Lewis spoke on the Budget, Schools, Tri Community Bikeway Greenway, Emergency Issues, Strategic Action Plan and Chapter 70 & 90. Chairman Boussy would like to recognize the new Town Planner Erin Wortman who was in the room. Selectman Vallarelli would like to acknowledge that the governor has paid a lot of attention to the needs to cities and towns. He states this is the most he has seen in years in increases. Selectwoman O'Neill would like to mention with Eversource they will be having a public open house in Stoneham on April 28th. You can also attend other public open houses in Woburn on the 27th, Winchester on the 29th and Wakefield on April 30th. Chairman Boussy addressed Steven Street leaf disposal and wondered if they could help with maybe composting at the Fells. Representative Day states he talked with Mr. Ragucci and they will be exploring and expanding upon this. Chairman Boussy also brought up the lights around Town. Senator Lewis states that we may want to look into Green Community. Selectwoman O'Neill states they should look at having a public discussion on the pros and cons of CPA, Green Community and Complete Streets. Selectwoman O'Neill asks how we can get the state to clean up the portion of Rt. 28 that is their responsibility. Senator Lewis states to put in writing a letter to him and Representative Day stating exactly what they are looking for. Selectwoman O'Neill would like to know how to incorporate the Fells and the Zoo into our community since they are such assets to our community. Chairman Boussy asks if there is literature on these areas that we can access. Senator Lewis and Representative Day both agree and state that connecting with Friends of Fells for advertisement. Selectwoman Colarusso would like to reiterate what Selectman Vallarelli stated regarding the Governor. She thanked him for the relief he has given to cities and towns. Selectwoman Colarusso states that the Weiss Farm needs legislative intervention. Selectwoman Colarusso appeals to the legislature tonight on behalf of all the voters she has spoken too to ask them to help us by introducing modifications to the law pertaining to 40B. Selectwoman Colarusso states she will be available to help. Chairman Boussy would like to say Thank You to them for coming in.

Chairman Boussy would like to let everyone know that there will be a Town Meeting 101 on Tuesday, April 21, 2015 at 7:00 p.m. at the Stoneham Theatre. He states that all the Boards and Committee have been invited and encouraged to attend for a Meet & Greet that will start at 8:00 p.m. He would like to extend the invitation to Senator Lewis and Representative Day.

TIF Process Discussion/Town Planner (Time 49:00-69:10 on Stoneham TV On Demand)

Town Planner Erin Wortman gave a brief presentation on the new program. Mrs. Workman's suggestions on the Town's TIF process are (1) Interested developer sends a Letter of Intent to the Board of Selectmen (thinking we should probably create a name for this not to confuse the Conservation LOI process – additionally, maybe I could create a letter template as well as list of necessary information required for potential developer? Necessary information includes: project address, proposed improvements, proposed project investment and name of parties involved) (2) BOS defers LOI to Committee for review (3) Committee (consisting of Town Administrator, State Senior Business Manager, Town Planner, Assessor) meets with interested developer to go over proposed funding (at least two meetings) Options meeting – We will all sit down and have a conversation about what options are available to the developer and this particular property (for instance – if a building has been vacant for more than two years then there's an additional funding option) Committee will bring information from town (like current property values, parcel information, etc.) to this meeting Proposal meeting – To go over proposal and options requested (this will include percent requested, number of years, etc.) Committee will meet and create a finding. A post-finding meeting with interested developer could be necessary but otherwise, report could be forwarded to BOS for review/approval. (4) Committee's findings send to BOS for approval pending any additional required permitting (5) BOS approves, denies or sends proposal back to Committee. Selectwoman Colarusso states she needs more information and she would like to hear more tangible examples before

voting on this matter. Selectwoman O'Neill made a motion to table this item until April 28, 2015, seconded by Selectman Vallarelli and **unanimously voted (4-0).**

Stoneham Ford Discussion on Rezoning/Atty Houghton (Time 69:10-103:34 on Stoneham TV On Demand
Attorney Charles Houghton gave an explanation of the 771 square foot rezoning article on the May 4, 2015 Town Meeting. He states there is no construction or changes to the land. This article is fixing an old problem and more of a legality pertaining to the owners of 9 & 11 Albion Avenue. Attorney Houghton explains that there will be a Planning Board hearing on April 29, 2015 regarding this article if anyone is interested in attending they are welcome.

Liquor Licensing Authority

Selectman Vallarelli moved to go into Liquor Licensing Authority and return as the Board of Selectman, seconded by Selectwoman O'Neill.

Voting in Favor:

Selectwoman Colarusso
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion was unanimously voted (4-0).

Meeting recessed at 8:50 p.m. to go into Liquor Licensing Authority.
Meeting reconvened at 8:56 p.m.

Appoint to Board of Registrars (Time 106:34-107:57 on Stoneham TV On Demand)
Selectman Vallarelli made a motion to nominate Paul Means to the Board of Registrars, seconded by Selectwoman O'Neill. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion was unanimously voted (4-0).

Approve Minutes (Time 108:00-108:20 on Stoneham TV On Demand)
Selectman Vallarelli made motion to approve minutes of March 24, 2015, seconded by Selectwoman O'Neill. **Voted (3-1-0).** Selectwoman Colarusso abstained.

Annual Appointments (Time 108:20-118:30 on Stoneham TV On Demand)
Appoint Members to Committees

Board of Appeals
One appointment for a three-year terms effective until 4/30/1
Selectman Vallarelli moved to reappoint Robert Saltzman to a (1) one three-year term. Motion was seconded by Selectwoman O'Neill and unanimously voted (4-0).

Conservation Commission
Two appointments for three-year terms effective until 4/30/18
One Associate Member appointment for one year terms effective until 4/30/16
Selectman Vallarelli moved to reappoint Dominic Cimina and Rachel Rennard to the three-year terms. Motion was seconded by Selectwoman O'Neill and unanimously voted (4-0).
Selectman DePinto moved to reappoint Herlinda Charpentier Saitz to the one-year term. Motion was seconded by Selectwoman Colarusso and unanimously voted (4-0).

Council on Aging
Two appointments for three-year terms effective until 4/30/18
Selectwoman O'Neill moved to reappoint Rebecca Buttiglieri Coluntino and appoint Maureen Buckley to the three-year terms. Motion was seconded by Selectwoman Colarusso and unanimously voted (4-0).

Historical Commission
Two appointments for three-year terms effective until 4/30/18
Selectwoman O'Neill moved to reappoint Marcia Wengen and appoint Margaret Zoladkowski to three-year terms, seconded by Selectwoman Colarusso and unanimously voted (4-0).

Water and Sewer Review Board
One appointment for three-year term effective until 4/30/18
Selectwoman O'Neill moved to appoint Patricia Walsh to a three-year term, seconded by Selectwoman Colarusso and unanimously voted (4-0).

Open Space and Recreation Committee
One appointment for three-year terms effective until 4/30/2018
Selectwoman O'Neill moved to reappoint Dennis Visconti to a three-year term, seconded by Selectwoman Colarusso and unanimously voted (4-0).

Farmers Market Committee
Two appointments for one-year terms effective until 4/30/16
Selectwoman O'Neill moved to reappoint Kristy Sinagra and appoint Tammy Fallon to one-year terms, seconded by Selectwoman Colarusso and unanimously voted (4-0).

Approve Payment of See Click Fix (Time on Stoneham TV On Demand (Time 118:30-121:09 on Stoneham TV On Demand)
Selectwoman O'Neill made a motion to approve payment to See Click Fix from RCN account, seconded by Selectwoman Colarusso and **unanimously voted (4-0).**

Pre Town Meeting Discussion/Boussy (Time 121:10-125:30 on Stoneham TV On Demand)
Chairman Boussy would like to let everyone know that there will be a Town Meeting 101 on Tuesday, April 21, 2015 at 7:00 p.m. at the Stoneham Theatre. He states that all the Boards and Committee have been invited and encouraged to attend for a Meet & Greet that will start at 8:00 p.m.

Communications Discussion/Boussy (Time 125:44-144:57 on Stoneham TV On Demand)
Chairman Boussy explains that what he hears the most is the communication between the town and residents. He is trying to figure out how to get the next generation to become involved. He states maybe an intern to provide public relations to the community. The website company will be coming to the May 12, 2015 Selectmen's meeting to have a discussion on communication. Selectwoman O'Neill states she would like to see the sign across Main Street to notify residents of Town Meeting, Farmers Market or Voting Day. Selectwoman O'Neill would like to see every Board has a process documented. Selectwoman Colarusso states she feels the robo call helps notify residents. Tara Lawler asks if the meeting are on TV. Chairman Boussy states yes. Tara Lawler asks if the Billboard can be used for messages. Chairman Boussy states yes.

Stockwell Fund (Time 144:57-145:45 on Stoneham TV On Demand)
Selectman Vallarelli made a motion to approve the 1 Stockwell request, seconded by Selectwoman Colarusso and **unanimously voted (4-0).**

Setup Subcommittee for Eversouce Transmission Line (Time 145:46-148:19 on Stoneham TV On Demand)
Selectman Vallarelli made a motion to setup a Subcommittee including Caroline Colarusso, Thomas Boussy and Ann Marie O'Neill to discuss the Eversouce Transmission Line. Chairman Boussy states the first meeting is Friday April 17, 2015 at 2pm in the Conference Room on the second floor of the Town Hall.

Town Administrator (Time 148:20-163:12 on Stoneham TV On Demand)
Town Administrator Ragucci notifies the Board that the new sign on North Main Street has been installed. Northshore Magazine has not given a solid date yet of when they will be here to photograph the sign. Mr. Ragucci states they met with the State on the Bikepath ROW and easements. He states we are still in a holding pattern because the State has not finished the MEPA process. Mr. Ragucci states that at that meeting he found out he can use Chapter 90 money for the easements if there are payments required and any legal costs. Mr. Ragucci states that he would like to see businesses and residents contributing to the Beautification program that started last year. The Town Planner Erin Wortman will be the contact person for this program. Mr. Ragucci states that the DPW 2015 work program has been posted on the website which includes about 20 streets and this is the final year of the sidewalk program. Chairman Boussy asks why the streets lined up like they do on the sheet. Mr. Ragucci states he can look into this and find out why. Selectwoman Colarusso states she reached out to Mr. Grover regarding this list also. She states that this is a three year plan to replace the roads not potholes. She needs to meet with Mr. Grover again to clarify some facts. She states that she received a pothole list and wants to make sure the extra Chapter 90 money is used to fix the potholes. Selectwoman Colarusso explains that the three year plan is contracted out and the potholes are fixed by the DPW. Mr. Ragucci states he met with the secretary at the Department Housing and Development to discuss the 40B land area requirements. Selectwoman Colarusso would like to meet regarding section 8 and affordable housing were included in the number we have. Attorney Solomon states that they meet and discuss this. Mr. Ragucci states that there will be a meeting regarding regionalizing 911 Dispatch at 10am on Thursday at the Stoneham Police Department. Mr. Ragucci states that Unicorn opened on Friday and they made $6,000.00 over the first weekend. He states that the Oaks will open May 1st and the YMCA will be running a Youth Golf League. Mr. Ragucci states that there was a leak detection report that is done annually and the results were out of 78 miles of water lines there are 2 hydrants leaking and 4 private service lines leaking. Selectwoman O'Neill would like to refer back to the project list from DPW and state there were no numbers next to them. She would like to know the costs and what budgets or where that money is coming from. Mr. Ragucci states he will look into this.

Miscellaneous Correspondence (Time 163:13-165:10 on Stoneham TV On Demand)
Chairman Boussy asks that the Hearing Room be cleaned up and Selectwoman Colarusso would also request the women's room on the second floor be cleaned. There was also a request that someone check the bulb out in the front walkway. Selectwoman O'Neill asked when Mr. Grover will be coming to discuss capital purchases. Mr. Ragucci states April 28, 2015.

Selectwoman Colarusso made the motion to adjourn at 10:10 p.m.

Respectfully submitted,
Erin Sinclair

Town of Stoneham

A Proclamation

Whereas, Domestic violence in American is intolerable, unacceptable, must be stopped and deserves considerable public attention; and

Whereas, Children who witness domestic violence often grow up believing that physical cruelty in relationships is acceptable behavior, and thus they tend to perpetuate a cycle of violence in society; and

Whereas, Many Federal, State, and local programs addressing the domestic violence problem have achieved success, bringing greater safety to families; and

Whereas, Community leaders, police, judges, advocates, healthcare workers, and concerned Americans are working together across America to develop solutions to this serious problem and to implement services that will improve our responses when it occurs; and

Whereas, Programs designed to educate men and women about ways they can help prevent domestic violence are being developed across our Nation; and

Whereas, Numerous law enforcement officials and departments have created specialized domestic violence units that cooperate with community advocates to enhance services for victims and representatives from the faith community frequently provide essential support in areas where there may be no other services available; and

Whereas, Anyone can be a victim of domestic violence regardless of age, sex, ethnicity, sexual orientation, socioeconomic status, or religion; and

Whereas, We must continue to hold domestic abusers accountable, punish them to the full extent of the law and prevent them from inflicting more abuse;

Now, therefore, be it resolved that **we,** the **Stoneham Board of Selectmen,** do hereby proclaim **May 6, 2015** as

White Ribbon Month

in the town of Stoneham and call on all citizens to recognize this important event.

Given at the Executive Chamber of the Board of Selectmen, the Town of Stoneham, this sixth day of May, in the year of our Lord, two thousand fifteen.

_____
Thomas Boussy, Chairman

_____
Ann Marie O'Neill, Vice Chairman

_____
John F. DePinto

_____
Caroline Colarusso

_____
Frank Vallarelli