



TOWN OF
STONEHAM
MASSACHUSETTS
Town Counsel

To: Maria Sagarino
Town Clerk

cc: Thomas Boussy, Chairman
Board of Selectmen

David Ragucci
Town Administrator

Erin Wortman
Town Planner

Cathy Rooney, Clerk
Planning Board & Board of Appeals

From: William H. Solomon *William H. Solomon*
Town Counsel

Date: February 26, 2015

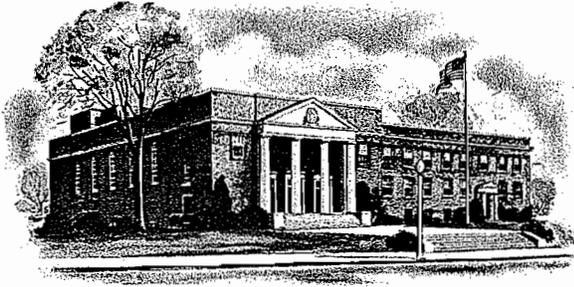
**Subject: Recorded Agreement/Covenant Regarding 21 Manison Street (Unit 21A
and Phase II Land With ERBR, LLC and F&T Manison LLC**

I am forwarding herewith for your office's records, the original of the above referenced Agreement/Covenant recorded at the Middlesex South District Registry of Deeds. I have forwarded copies of the recorded Agreement/Covenant to the parties copied hereon.

For electronic records purposes, I am also forwarding this memorandum and a PDF of the Agreement/Covenant to all addressed above.

Thank you for your assistance.

Enclosure



File Copy

TOWN OF
STONEHAM
MASSACHUSETTS

TOWN HALL
35 CENTRAL STREET
STONEHAM, MASS. 02180

Board of Selectmen

781/279-2680

Cosmo M. Ciccarello, *Chairman*
Robert W. Sweeney, *Vice Chairman*
Anthony C. Kennedy, *Secretary/Selectman*

John F. DePinto, *Selectman*
Charles S. Smith, III, *Selectman*
Muriel Doherty, *Office Manager*

June 29, 2004

E.B. Rotondi & Sons, Inc.
21 Manison Street
Stoneham, Massachusetts 02180

Re: **21 Manison Street, Stoneham, MA**

Dear Sirs:

Please be advised that the Board of Selectmen, at our meeting on June 8, 2004, voted unanimously to approve your site plan to construct an approximately 16,200 square foot single-story building, which would be a combination of warehouse, office, and garage space, with a footprint of 13,200 square feet plus a mezzanine area containing an additional 3,000 square feet, located at 21 Manison St., Stoneham, Massachusetts, on land owned by Kraft Foods Global, Inc., Three Lakes Drive, Northfield, IL 60093.

Said approval was granted subject to your incorporation on this plan the recommendations of Town departments as stated in the following correspondence:

Departmental Development Review Committee - Project Review received May 12, 2004

Two years is allowed for completion, and the Board of Selectmen reserves the right to amend and modify the plan at any time.

Very truly yours,

Board of Selectmen

Cosmo M. Ciccarello

Chairman

md

cc: Mark T. Vaughan, Esq.
Town Administrator
Inspectional Services
Fire Department
Board of Health
Planning Board
Police Department
School Committee
Department of Public Works

Voting to approve:

Cosmo M. Ciccarello, Chairman
John F. DePinto
Anthony C. Kennedy
Charles S. Smith, III
Robert W. Sweeney

Filed with Town Clerk: June 30, 2004



TOWN OF STONEHAM

Project: E B Rotondi

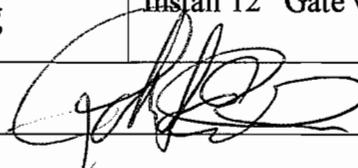
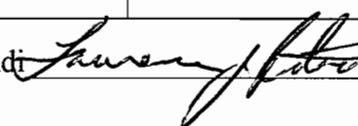
Representative(s): Richard Gallagher
Mark Vaughn
David Manugian

Status: Site Plan Review

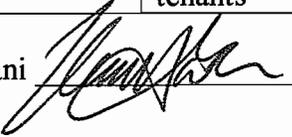
Review Meeting Date: May 5, 2004

Project Review Team: Eugene Argiro, Robert Bracey, Michael Gallerani, Robert Grover, Jim Halpin, Jim McLaughlin, Elaine Moore, Laurence Rotondi

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

Department	Issue(s) Raised	Applicant's Response
DPW Engineering	Replace check valve	Agreed
	Install 12" Gate valve	Agreed
Robert Grover		Date: 5-10-04
Police Department	Motion sensor lighting on building perimeter	Agreed
Laurence Rotondi		Date: 5/12/04

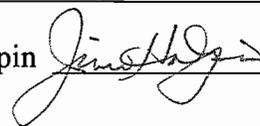
Community Development	Create a signature entrance with landscaping and signage	Agreed
	Building color to blend with landscape	Agreed
	Perimeter fence to be black chain link	Agreed
	Decorative lighting at entrance and along driveway	Agreed
	Uniform façade signs for tenants	Agreed

Michael Gallerani  . Date: 5/5/04

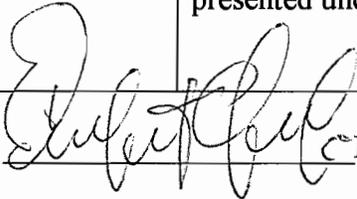
Board of Health	Dumpster to be enclosed in white vinyl fence with gate and a cement pad	Agreed
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Robert Bracey _____ Date: _____

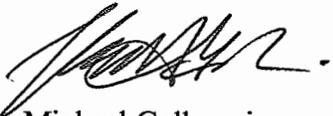
Fire Department	Lock box at main building entrance with keys for all units	Agreed
	Sprinkler system to be engineered for each tenant and re-engineered for any change in tenants	Agreed
	Posted No Parking on driveway	Agreed

Jim McLaughlin or Jim Halpin  Date: 5/7/04

Inspectional Services	Irrigation in landscaped areas More review to be completed. Any issues to be presented under report	Agreed HAVE NOT HAD TIME AS OF THIS DATE TO REVIEW PLAN.
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Eugene Argiro  Date: 5/2/04

Please note this document has been provided to the each of the department heads and a copy has been transmitted to the applicant.

Respectfully submitted,

 Michael Gallerani



TOWN OF
STONEHAM
MASSACHUSETTS
Town Counsel

To: Maria Sagarino
Town Clerk

cc: Thomas Boussy, Chairman
Board of Selectmen

David Ragucci
Town Administrator

Erin Wortman
Town Planner

Cathy Rooney, Clerk
Planning Board & Board of Appeals

From: William H. Solomon *William H. Solomon*
Town Counsel

Date: February 26, 2015

Subject: **Recorded Development Agreement/Mitigation Covenant – 42 Pleasant Street:** North Shore Construction & Development, Inc. and Steven F. Cutter and Daniel Picariello, Trustees of the Forty-Two Pleasant Street Trust With the Town of Stoneham.

I am forwarding herewith for your office's records, the original of the above referenced Development Agreement/Mitigation Covenant as recorded at the Middlesex South District Registry of Deeds. I have forwarded copies of the within Agreement/Covenant to the parties copied herein.

For electronic records purposes, I am also forwarding this memorandum and a PDF of the Agreement/Covenant to all addressed above.

Thank you for your assistance.

Enclosure

Property Address: 42 Pleasant Street, Stoneham, MA 02180



2015 00007114

Bk: 64801 Pg: 550 Doc: AGR

Page: 1 of 16 01/16/2015 09:10 AM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Additionally:

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

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

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

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

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

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

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

If to North Shore Construction & Development, Inc:

If to Forty-two Pleasant Street Nominee Trust

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

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

If to Stoneham:

With a copy to:

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

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

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

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

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

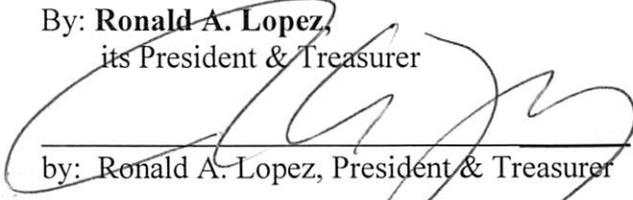
This Agreement may be signed in any number of counterparts, and each thereof shall be deemed to be an original, and all of such counterparts are one and the same Agreement.

[Signature Pages Follow]

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

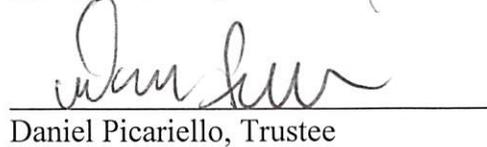
NORTH SHORE CONSTRUCTION & DEVELOPMENT, INC.

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

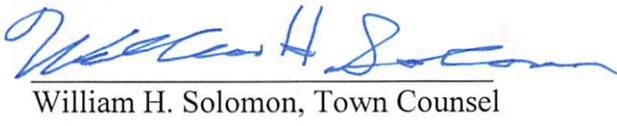

by: Ronald A. Lopez, President & Treasurer

Forty-Two Pleasant Street Nominee Trust


Steven F. Cutter, Trustee

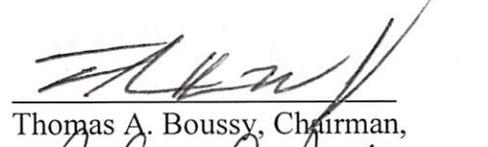

Daniel Picariello, Trustee

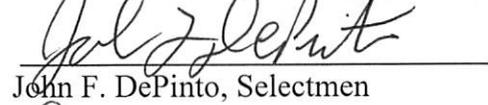
Approved as to legal form:


William H. Solomon, Town Counsel

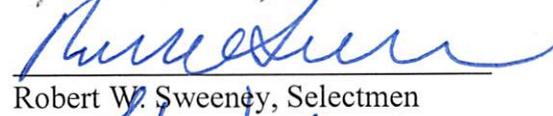
TOWN OF STONEHAM

By its Board of Selectmen


Thomas A. Boussy, Chairman,

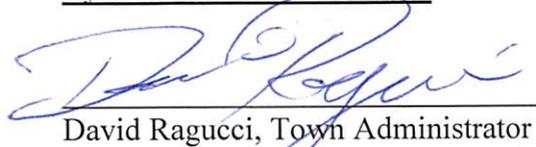

John F. DePinto, Selectmen


Ann Marie O'Neill, Selectman

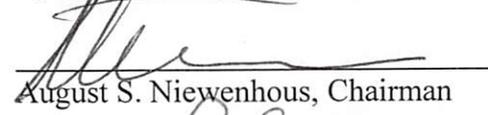

Robert W. Sweeney, Selectmen

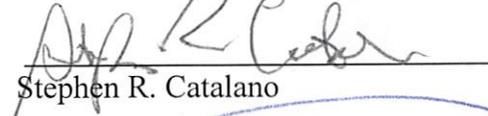

Frank A. Vallarelli, Selectmen

By its Town Administrator

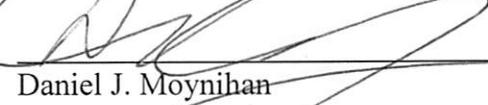

David Ragucci, Town Administrator

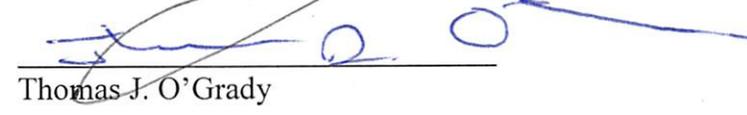
By its Planning Board


August S. Niewenhous, Chairman


Stephen R. Catalano


Kevin M. Dolan

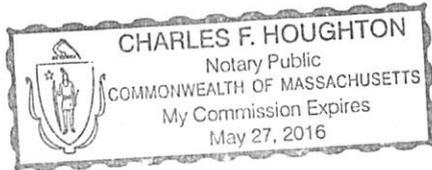

Daniel J. Moynihan

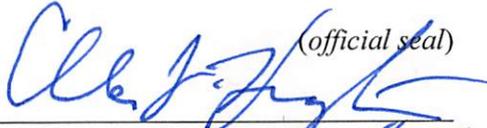

Thomas J. O'Grady

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

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

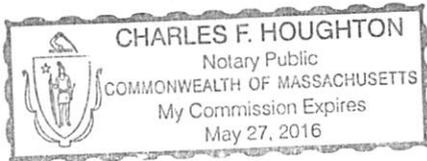


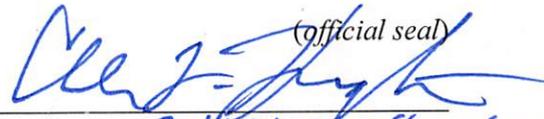
(official seal)

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

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

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

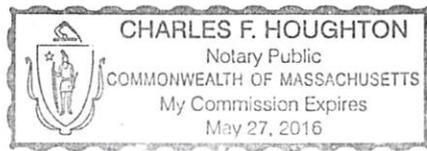


(official seal)

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

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

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



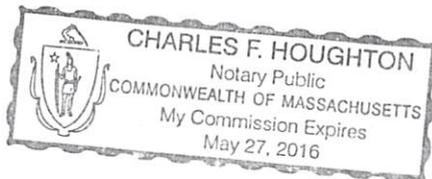
(official seal)

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

COMMONWEALTH OF MASSACHUSETTS

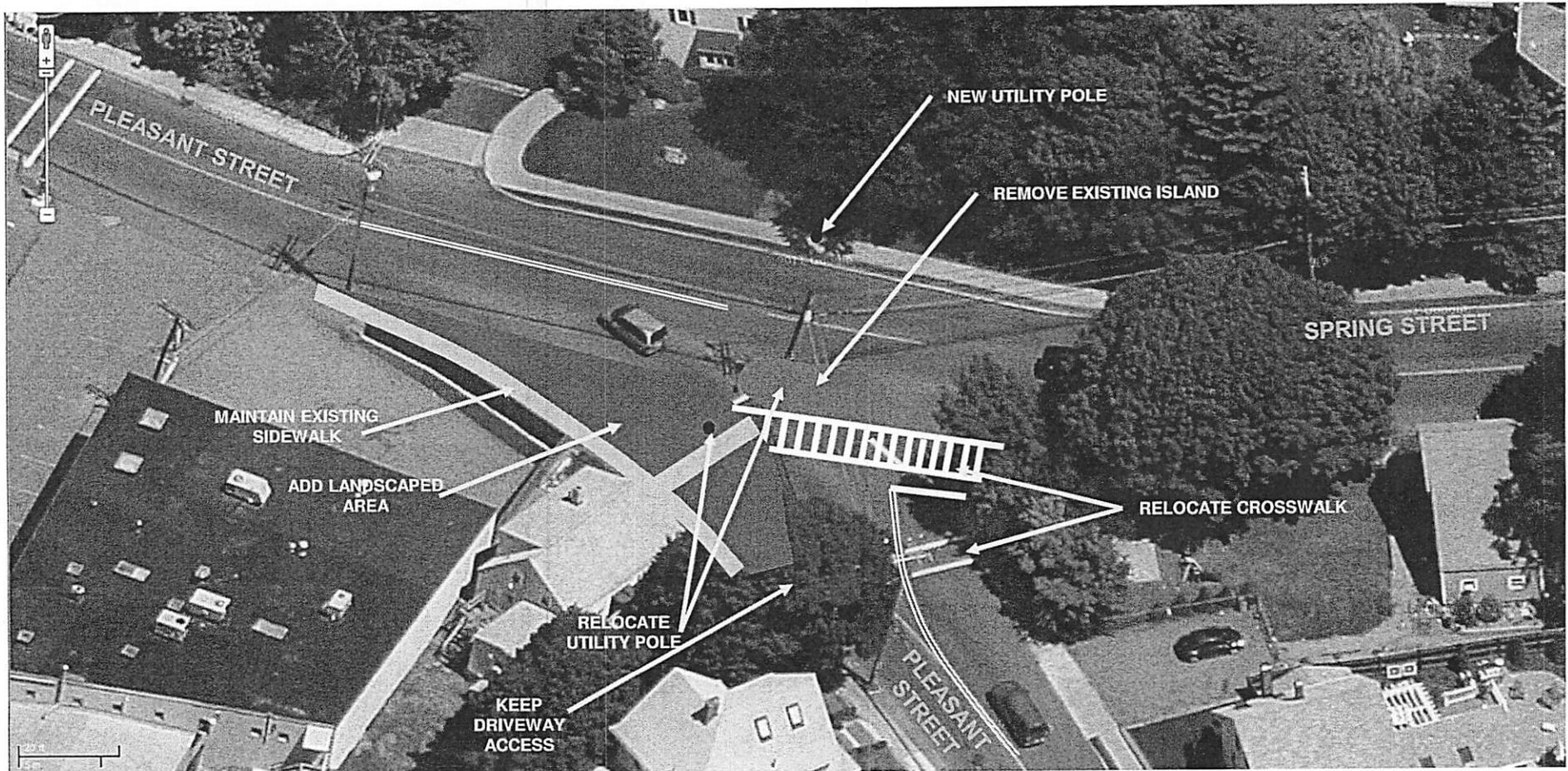
MIDDLESEX, SS.

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



(official seal)

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



Source: Google Maps



Schematic Diagram:
Not to Scale

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

Figure 9 Potential Improvements Pleasant Street/ Spring Street

42 Pleasant Street
Town of Stoneham, Massachusetts



Signalized Intersection

TOWN OF STONEHAM
Budget vs Expenditures Summary
As of February 28, 2015

PERSONNEL**OPERATING****TOTAL BUDGET**

Depart. #	Department	FY'15 Budget	Current Month Expended	Year-to-date Expended	% Used	FY'15 Budget	Current Month Expended	Year-to-date Expended	% Used	FY'15 Budget	Current Month Expended	Year-to-date Expended	% Used
114	Town Moderator	0	0.00	0.00	0.00%	220	0.00	45.00	20.45%	220	0.00	45.00	20.45%
122	Board of Selectmen	73,253	0.00	49,369.46	67.40%	10,000	0.00	8,684.67	86.85%	83,253	0.00	58,054.13	69.73%
123	Town Administrator	324,318	0.00	210,948.08	65.04%	42,500	0.00	39,318.61	92.51%	366,818	0.00	250,266.69	68.23%
132	Reserve Fund	0	0.00	0.00	0.00%	51,652	0.00	0.00	0.00%	51,652	0.00	0.00	0.00%
135	Town Accountant	169,674	0.00	110,301.36	65.01%	1,550	0.00	412.44	26.61%	171,224	0.00	110,713.80	64.66%
141	Assessors	132,801	0.00	85,165.34	64.13%	4,300	0.00	3,143.58	73.11%	137,101	0.00	88,308.92	64.41%
145	Town Treasurer	242,882	0.00	158,123.55	65.10%	18,510	0.00	5,622.36	30.37%	261,392	0.00	163,745.91	62.64%
151	Town Counsel	109,090	0.00	70,634.65	64.75%	6,725	0.00	80.00	1.19%	115,815	0.00	70,714.65	61.06%
155	Data Processing	107,617	0.00	63,908.30	59.38%	122,453	0.00	99,703.31	81.42%	230,070	0.00	163,611.61	71.11%
161	Town Clerk	122,676	0.00	77,375.38	63.07%	5,450	0.00	2,876.02	52.77%	128,126	0.00	80,251.40	62.63%
162	Elec. & Reg.	72,811	0.00	47,605.38	65.38%	20,100	0.00	9,896.35	49.24%	92,911	0.00	57,501.73	61.89%
172	Whip Hill park	0	0.00	0.00	0.00%	10,950	0.00	2,451.72	22.39%	10,950	0.00	2,451.72	22.39%
182	Planning/Appeals/Conserv.	43,543	0.00	26,057.66	59.84%	1,160	0.00	678.04	58.45%	44,703	0.00	26,735.70	59.81%
185	Economic & Community Dev.	30,412	0.00	7,725.54	25.40%	42,500	0.00	120.00	0.28%	72,912	0.00	7,845.54	10.76%
192	Public Property Maint.	500	0.00	0.00	0.00%	80,612	0.00	39,301.31	48.75%	81,112	0.00	39,301.31	48.45%
210	Police	3,404,406	0.00	2,205,125.86	64.77%	249,770	0.00	132,111.34	52.89%	3,654,176	0.00	2,337,237.20	63.96%
211	Traffic Directors	135,128	0.00	73,698.40	54.54%	4,500	0.00	4,019.23	89.32%	139,628	0.00	77,717.63	55.66%
212	Dispatchers	375,860	0.00	238,678.89	63.50%	7,610	0.00	1,293.14	16.99%	383,470	0.00	239,972.03	62.58%
220	Fire	2,648,223	0.00	1,749,754.79	66.07%	119,650	0.00	61,224.71	51.17%	2,767,873	0.00	1,810,979.50	65.43%
241	Building & Wire	181,617	0.00	118,884.39	65.46%	6,900	0.00	2,967.95	43.01%	188,517	0.00	121,852.34	64.64%
291	Civil Defense	2,000	0.00	1,166.69	58.33%	0	0.00	0.00	0.00%	2,000	0.00	1,166.69	58.33%
300	Schools	19,894,310	0.00	11,933,415.49	59.98%	5,127,995	0.00	3,288,736.29	64.13%	25,022,305	0.00	15,222,151.78	60.83%
397	Essex No Shore Agricultural	0	0.00	0.00	0.00%	347,175	0.00	136,012.55	39.18%	347,175	0.00	136,012.55	39.18%
398	Minuteman Voc.	0	0.00	0.00	0.00%	55,000	0.00	0.00	0.00%	55,000	0.00	0.00	0.00%
399	Northeast Reg. Voc.	0	0.00	0.00	0.00%	1,099,192	0.00	824,394.00	75.00%	1,099,192	0.00	824,394.00	75.00%
400	Public Works	752,451	0.00	585,370.51	77.80%	971,900	0.00	830,247.67	85.43%	1,724,351	0.00	1,415,618.18	82.10%
510	Board of Health	136,500	0.00	92,399.34	67.69%	1,840	0.00	461.64	25.09%	138,340	0.00	92,860.98	67.13%
541	Council on Aging	98,812	0.00	50,722.60	51.33%	30,827	0.00	19,330.97	62.71%	129,639	0.00	70,053.57	54.04%
543	Veterans Service	39,676	0.00	25,689.49	64.75%	171,699	0.00	104,660.94	60.96%	211,375	0.00	130,350.43	61.67%
610	Public Library	545,134	0.00	354,193.00	64.97%	198,850	0.00	116,979.51	58.83%	743,984	0.00	471,172.51	63.33%
630	Unicorn Golf Course	157,702	0.00	90,098.47	57.13%	282,374	0.00	175,280.28	62.07%	440,076	0.00	265,378.75	60.30%
631	Unicorn Rink	169,622	0.00	105,533.36	62.22%	265,280	0.00	161,437.65	60.86%	434,902	0.00	266,971.01	61.39%
710	Maturing Debt	0	0.00	0.00	0.00%	3,340,000	0.00	2,140,000.00	64.07%	3,340,000	0.00	2,140,000.00	64.07%
750	Interest	0	0.00	0.00	0.00%	1,280,089	0.00	950,449.98	74.25%	1,280,089	0.00	950,449.98	74.25%
911	Contributory	0	0.00	0.00	0.00%	4,788,848	0.00	4,788,848.00	100.00%	4,788,848	0.00	4,788,848.00	100.00%
912	Health Insurance	0	0.00	0.00	0.00%	7,678,762	0.00	5,105,030.56	66.48%	7,678,762	0.00	5,105,030.56	66.48%
919	Unclassified	21,003	0.00	0.00	0.00%	1,370,000	0.00	1,109,970.52	81.02%	1,391,003	0.00	1,109,970.52	79.80%
920	Non-Departmental	0	0.00	0.00	0.00%	37,085	0.00	23,016.50	62.06%	37,085	0.00	23,016.50	62.06%
TOTAL GENERAL		29,992,021	0.00	18,531,945.98	61.79%	27,854,028	0.00	20,188,806.84	72.48%	57,846,049	0.00	38,720,752.82	66.94%
440	Sewer	631,625	0.00	387,632.27	61.37%	116,400	0.00	50,993.61	43.81%	748,025	0.00	438,625.88	58.64%
440	Intergovernmental	0	0.00	0.00	0.00%	4,477,065	0.00	3,133,945.50	70.00%	4,477,065	0.00	3,133,945.50	70.00%
710	Maturing Debt	0	0.00	0.00	0.00%	92,400	0.00	46,640.00	50.48%	92,400	0.00	46,640.00	50.48%
750	Interest	0	0.00	0.00	0.00%	0	0.00	0.00	0.00%	0	0.00	0.00	0.00%
TOTAL SEWER		631,625	0.00	387,632.27	61.37%	4,685,865	0.00	3,231,579.11	68.96%	5,317,490	0.00	3,619,211.38	68.06%
450	Water	552,503	0.00	381,475.66	69.04%	213,650	0.00	28,773.15	13.47%	766,153	0.00	410,248.81	53.55%
440	Intergovernmental	0	0.00	0.00	0.00%	3,490,972	0.00	2,443,680.40	70.00%	3,490,972	0.00	2,443,680.40	70.00%
710	Maturing Debt	0	0.00	0.00	0.00%	273,636	0.00	100,000.00	36.54%	273,636	0.00	100,000.00	36.54%
750	Interest	0	0.00	0.00	0.00%	0	0.00	0.00	0.00%	0	0.00	0.00	0.00%
TOTAL WATER		552,503	0.00	381,475.66	69.04%	3,978,258.00	0.00	2,572,453.55	64.66%	4,530,761	0.00	2,953,929.21	65.20%
		31,176,149				36,518,151				67,694,300			



Comcast Cable Communications, Inc.
12 Tozer Road
Beverly, MA 01915
978.927.5700 Tel
978.927.6074 Fax
www.comcast.com

February 12, 2015

IMPORTANT NOTICE
to
Issuing Authorities
and
Access Providers

Enclosed you will find check(s) in payment of Q4, 2014 funding required pursuant to the Comcast Renewal License for your community.

Please note that, beginning with Q1, 2015 payments, checks will be sent directly to the name/address on the check(s) via United States Postal Service and will be enclosed in business sized “window” envelopes. There will not be any cover letter enclosed with the check(s), and checks will not be delivered via overnight service.

The financial back-up to these payments will be sent under separate cover directly to the address on the check(s), as well, but may not arrive on the same date as the check(s).

To confirm: Beginning in May, 2015, please look for checks and related financial back-up in window envelopes delivered via US mail.

Thanks for your understanding as we work to streamline the delivery of license-required payments to you.

Please do not hesitate to call (978.927-5700, Ext. 43024) or write to me (Jane_Lyman@cable.comcast.com) if you have any questions about delivery of license-required payments and related financial back-up going forward.

Thanks very much,

Jane M. Lyman
Sr. Manager of Government and Regulatory Affairs

Enclosures



System Name: Comcast of Massachusetts/New Hampshire, LLC
Email: Patrick_Moore@cable.comcast.com
Phone: 610-665-2575

Vendor ID:	203193
Contract Name:	Stoneham MA
Statement Period:	Oct - Dec, 2014
Payment Amount:	\$72,915.82
Statement Number:	207045
CUID:	None
System ID:	8773-1000-0720, 8773-1000-2540

STONEHAM TOWN OF
35 CENTRAL ST
BOARD OF SELECTMEN
STONEHAM, MA, 02180

This statement represents your payment for the period listed above.

Revenue Category	Amount
Expanded Basic Video Service	\$485,015.76
Limited Basic Video Service	\$191,534.24
Digital Video Service	\$314,787.26
Pay	\$154,158.11
PPV / VOD	\$48,396.59
Digital Video Equipment	\$65,338.65
Video Installation / Activation	\$11,420.09
Franchise Fees	\$80,252.26
PEG Fees	\$1,615.38
Guide	\$269.77
Other	\$7,089.63
Late Fees	\$2,645.64
Write-offs / Recoveries	(\$3,227.54)
Ad Sales	\$87,662.69
Home Shopping Commissions	\$11,356.00
Total	\$1,458,314.53
Franchise Fee %	5.00 %
Franchise Fee	\$72,915.82

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the gross revenues received by this corporation for the period.



Pat Moore
Analyst



System Name:

Email: Patrick_Moore@cable.comcast.com

Phone: 610-665-2575

Vendor ID:	203193
Contract Name:	Stoneham MA
Statement Period:	Oct - Dec, 2014
Payment Amount:	\$7,291.64
Statement Number:	207355
CUID:	0
System ID:	8773-1000-0720, 8773-1000-2540

STONEHAM TOWN OF
35 CENTRAL ST
BOARD OF SELECTMEN
STONEHAM, MA, 02180

This statement represents your payment for the period listed above.

Revenue Category	Amount
Expanded Basic Video Service	\$485,015.76
Limited Basic Video Service	\$191,534.24
Digital Video Service	\$314,787.26
Pay	\$154,158.11
PPV / VOD	\$48,396.59
Digital Video Equipment	\$65,338.65
Video Installation / Activation	\$11,420.09
Franchise Fees	\$80,252.26
PEG Fees	\$1,615.38
Guide	\$269.77
Other	\$7,089.63
Late Fees	\$2,645.64
Write-offs / Recoveries	(\$3,227.54)
Ad Sales	\$87,662.69
Home Shopping Commissions	\$11,356.00
Total	\$1,458,314.53
Capital %	0.50 %
Capital	\$7,291.64

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the gross revenues received by this corporation for the period.


Pat Moore

Analyst



COMCAST FINANCIAL AGENCY CORPORATION
 A Comcast Cable Communications Group Company
 1701 JFK Boulevard
 Philadelphia, PA 19103-2838

699635

PAGE: 1 of 1

DATE: February 2, 2015
 CHECK NUMBER: 520103642
 AMOUNT PAID: \$80,207.46



00260 CKS LA 15033 - 0520103642 NNNNNNNNNN 0335100005006 X193A1 C
 STONEHAM TOWN OF
 35 CENTRAL ST
 BOARD OF SELECTMEN
 STONEHAM MA 02180



VENDOR NUMBER: 203193

VENDOR: STONEHAM TOWN OF

INVOICE NO.	INVOICE DATE	ACCOUNT NUMBER	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
207355	12/31/14		62717656-Stoneham MA	\$0.00	\$7,291.64
207045	12/31/14		305162-Stoneham MA	\$0.00	\$72,915.82
TOTALS				\$0.00	\$80,207.46

PLEASE DETACH BEFORE DEPOSITING CHECK



COMCAST FINANCIAL AGENCY CORPORATION
 A Comcast Cable Communications Group Company
 1701 JFK Boulevard
 Philadelphia, PA 19103-2838

CHECK NUMBER 520103642

56-1544
441

February 2, 2015

*** VOID AFTER 180 DAYS ***

PAY TO THE ORDER OF: STONEHAM TOWN OF
 35 CENTRAL ST
 BOARD OF SELECTMEN
 STONEHAM, MA 02180

CHECK AMOUNT

\$80,207.46

EXACTLY *****80,207 DOLLARS AND 46 CENTS

JPMorgan Chase Bank, N.A.
 Columbus, OH

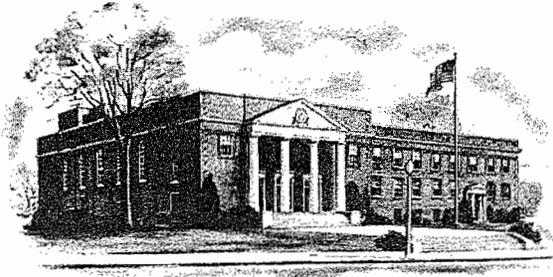


Catherine Gorgis

Authorized Signature

⑈ 5 2 0 1 0 3 6 4 2 ⑈ ⑆ 0 4 4 1 1 5 4 4 3 ⑆

6 7 5 5 2 8 3 4 3 ⑈



TOWN OF
STONEHAM
MASSACHUSETTS

www.stoneham-ma.gov

OFFICE OF TOWN ADMINISTRATOR
35 CENTRAL STREET
STONEHAM, MA 02180-2087
TEL: 781-279-2600
FAX: 781-279-2602
dragucci@ci.stoneham.ma.us

DAVID RAGUCCI

TOWN ADMINISTRATOR

February 13, 2015

Robert Dalis
Stoneham Fire Department
25 Central Street
Stoneham, Massachusetts 02180

Dear Robert:

In accordance with Chapter 26 of the Acts of 1981, I hereby appoint you to the permanent position of Lieutenant in the Fire Department for the Town of Stoneham, effective February 17, 2015. Your annual salary as Lieutenant will be \$72,083.00.

Effective June 30, 2015, \$750.00 will be added into your base salary for night differential bringing your salary to \$72,833.

Effective July 1, 2015 you will receive a 0.5% salary increase bringing your annual salary to \$73,197.

A swearing-in ceremony has been scheduled for February 26, 2015 at 9 a.m. in the Hearing Room at Town Hall. The ceremony will be officiated by Town Clerk Maria Sagarino.

I would like to take this opportunity to congratulate you on your promotion.

Sincerely,

David Ragucci
Town Administrator

/dp

cc: Board of Selectmen ✓
Chief Joseph Rolli
Board of Retirement
Town Accountant
Human Resources
Town Clerk
Benefits Coordinator
Stoneham International Association of Fire Fighters
Local #2116, Collective Bargaining Union

RCN BecoCom, LLC.

650 College East, Suite 3100
Princeton, NJ 08540
Tel (703) 434-8245
Fax (703) 434-8389

February 10, 2015

Town of Stoneham
c/o Board of Selectmen
35 Central Street
Stoneham, MA 02180

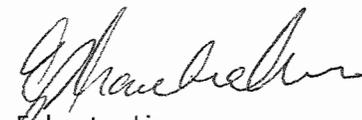
RE: 4th Quarter 2014 PEG Fees Section 8.1b

Dear Sir/Madam,

Please find enclosed payment of \$ 4,983.92 for the PEG Section 7.1 Agreement between Town of Stoneham and RCN Becocom, LLC. The payment is for the 4th Quarter 2014.

If you have any question, please feel free to contact me at (703) 434-8245

Sincerely,



Ephantus Limo

Senior Tax Accountant

Quarterly Franchise Payment

RCN-BecoCom, LLC

Town of Stoneham

Sales Statistics:

2014

	October	November	December
VIDEO SUBSCRIBERS	381	389	387
Video Revenue	33,194.44	33,395.38	33,088.50
	<u>33,194.44</u>	<u>33,395.38</u>	<u>33,088.50</u>

4Q 2014

Quarter Video Total			<u><u>99,678.32</u></u>
PEG Fees Section 8.1b	5%		<u><u>4,983.92</u></u>
PEG Grant Section 7.1	Fixed		

RCN Telecom Services, LLC

650 College Rd E.
Suite 3100
Princeton, NJ 08540

CHECK NUMBER

00798376

VENDOR NAME : TOWN OF STONEHAM

VENDOR NUMBER 37459

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	NET AMOUNT
Q4 2014	02/02/2015		\$4,983.92
TOTAL PAID			\$4,983.92

RCN Telecom Services, LLC

650 College Rd E.
Suite 3100
Princeton, NJ 08540

PNC bank NA
Jeannette, PA 60-162 / 433

*** VOID AFTER 90 DAYS ***

CHECK NUMBER
00798376

CHECK DATE
02/04/2015

CHECK AMOUNT
\$4,983.92

PAY Four Thousand Nine Hundred Eighty Three Dollars And 92 Cents

TO THE ORDER OF TOWN OF STONEHAM
149 FRANKLIN ST
STONEHAM, MA 02180

[Handwritten Signature]
Authorized Signature





STONEHAM HIGH SCHOOL

ATHLETIC HALL OF FAME
149 Franklin Street
Stoneham, Massachusetts 02180



NOTICE OF MEETING **March 3, 2015**

6:30pm

Hall of Fame Committee
High School
Room 107A

AGENDA

1. Review 2016 Long List
2. Time line for 2016 Banquet

PEG Grant Report 4th Quarter 2014

Town of Stoneham

Verizon - fBA

Massachusetts

PEG Fee Rate: 5.00%

	October	November	December
Monthly Recurring Cable Service Charges (e.g. Basic, Enhanced Basic, Premium and Equipment Rental)	\$354,433.88	\$354,688.16	\$360,845.05
Usage Based Charges (e.g. PayPer View, Installation)	\$14,380.67	\$16,521.64	\$17,278.50
Advertising	\$12,939.96	\$14,757.87	\$15,701.24
Home Shopping	\$1,076.90	\$901.54	\$871.47
Late Payment	\$270.18	\$229.44	\$65.00
Other Misc. (Leased Access & Other Misc.)	\$941.37	\$3,172.34	\$14,375.37
License Fee Billed	\$0.00	\$0.00	\$0.00
PEG Fee Billed	\$19,386.89	\$19,512.79	\$20,358.94
Less:			
Bad Debt	(\$2,260.27)	(\$3,803.39)	(\$85.99)
Total Receipts Subject to PEG Fee Calculation	\$401,169.58	\$405,980.38	\$429,409.58
PEG Grant	\$20,058.48	\$20,299.02	\$21,470.48

Verizon New England Inc. is hereby requesting that this information be treated as confidential and proprietary business information of the Cable Television Final License granted to Verizon New England Inc. This information is not otherwise readily ascertainable by proper means by other persons from another source in the same configuration as provided herein, would cause substantial harm to Verizon in the highly competitive video marketplace if disclosed, is intended to be proprietary confidential business information and is being provided on a confidential basis.



Quarter Total
\$1,069,967.09

\$48,180.81

\$43,399.07

\$2,849.91

\$564.62

\$18,489.08

\$0.00

\$59,258.62

(\$6,149.65)

\$1,236,559.54

\$61,827.98

tion in accordance with the
ainable or publicly available
rm to competitive position of
nd is treated by Verizon as

Date	Invoice No.	Doc No.	Gross	Discount	Net
02/09/2015	41516FIOS 41516FIOS Video Payment	1900006336	61,827.98	0.00	61,827.98

Check Total 61,827.98

1231

Please call 972-718-5090 if there are questions regarding this payment

For further payment information visit our web site at

FOLD ALONG PERFORATED DOTTED LINE & REMOVE CHECK

verizon THIS DOCUMENT CONTAINS MULTIPLE FRAUD DETERRENT SECURITY FEATURES - SEE REVERSE

66-156/531
Check No. 1231010539
Date: 02/10/2015

PAY EXACTLY *** SIXTY-ONE THOUSAND EIGHT HUNDRED TWENTY-SEVEN USD and
NINETY-EIGHT Cents *** \$*****61,827.98*

1231

TO THE TOWN OF STONEHAM
ORDER OF

Wells Fargo Bank, N.A. *Verizon Treasury*

⑈ 1231010539⑈ ⑆ 053101561⑆ 8018013196⑈

Security Features Included (B) Details on back