

**Board of Selectmen
2nd Floor Conference Room
Stoneham Town Hall
Tuesday, June 21, 2016
6:00 p.m.**

Item	Time	Description	Disposition
1.	6:00	Pledge of Allegiance Open Session:	
2.		Proposed Eversource Transmission Line (345-kV) - Woburn to Wakefield (through Stoneham) – Update, Massachusetts Energy Facilities Siting Board (“EFSB”) process and proceedings to date and going forward, route and alternative route discussion, retaining of expert witnesses, discussion with outside counsel regarding the EFSB proceeding and potential services, and mitigation and host community agreement by and with Eversource.	
3.		Executive Session: 3a. To consider the value of Town land (real property) or the lease or grant of easement of Town land, specifically the land known as the former Railroad Right of Way from the Woburn/Stoneham city/town line to Main Street (Route 28) and the value of certain public rights of ways (e.g. Montvale Avenue, Main Street and Elm Street) in relation to the proposed Eversource Transmission Line (345-kV), pursuant to M.G.L. c. 30A, sec.21(a)(6). 3b. To discuss strategy with respect to litigation (as may be demonstrably likely) pursuant to M.G.L. c. 30A, sec.21(a)(3) with respect to or directly arising from the Massachusetts Energy Facility Siting Board proceeding for the proposed Eversource Transmission Line (345-kV) - Woburn to Wakefield.	

Board of Selectmen
Hearing Room
Stoneham Town Hall
 Tuesday, June 21, 2016
 7:00 PM

ITEM	TIME	DESCRIPTION	DISPOSITION
1	7:00 PM	Pledge of Allegiance	
2		Substance Abuse Coalition Update - Shelly MacNeill	
3		Recreation Department Presentation - Stephen Angelo	
4		Liquor Licensing Authority:	
4a		Special Alcoholic Beverage License - Liberty Bay - Jill Amato	
5		MAPC - Good Energy - John O'Rourke	
6		Park Street Update - Chief McIntyre and Robert Grover	
7		Approve Minutes - Open Meetings: 1/19/16; 2/2/16; 3/15/16; 6/7/16; Executive Session: 6/7/16	
8		Open Space and Recreation Grant - Caroline Colarusso	
9		Complete Streets - Anthony Wilson	
10		Town Website - Anthony Wilson	
11		Selectmen Meetings and Scheduling - Tom Boussy	
12		Island Sponsorship Program - Tom Boussy	
13		Verizon Cable License Renewal Process Including License Renewal Determination and/or Agreement - Bill Solomon	
14		Miscellaneous	



Stoneham Substance Abuse Coalition

(Task Team Key: EMC = Events/Media/Community, D= Data, MR= Membership/Recruitment)

Action Plan

Goal One: Increase community collaboration

Objective 1: Increase by 10% the size of the Coalition Membership.

Strategy 1: Encourage and facilitate collaboration among faith-based organizations, parents, school, business, law enforcement, etc.

Activity	Who is responsible?	By when?
Present information on the Coalition mission through TWO presentations to community groups, organizations, or agencies.	MR Task Team	December 2016
Identify TEN additional potential members representing low membership sectors.	MR Task Team	December 2016
Identify THREE ways to improve coalition infrastructure and policy to promote greater community engagement and participation.	MR Task Team	May 2017
Participate in local events (FOUR-FIVE per year) to further spread the SSAC message and recruit community members to participate.	Chair, E/M/C	Ongoing
Submit website blog posts, newspaper editorials and Facebook posts about local, regional and state ATOD happenings	Chair, E/M/C	Monthly

Objective 2: Increase the diversity of the Coalition Membership.

Strategy 1: Diversify Coalition membership to be more representative of the various sectors of the community.



Stoneham Substance Abuse Coalition

(Task Team Key: EMC = Events/Media/Community, D= Data, MR= Membership/Recruitment)

Activity	Who is responsible?	By when?
Identify and participate in ONE to TWO multicultural events to foster cross-cultural relationships and recruit new members.	MR Task Team	February 2017
Reach out to underrepresented populations through targeted media promotions.	E/M/C Task Team	March 2017

Objective 3: Increase satisfaction of Coalition Members.

Strategy 1: Establish clearly defined roles/responsibilities for members and opportunities for members to have ownership in Coalition work utilizing the following activities.

Activity	Who is responsible?	By when?
Continue to collect Membership Agreements from new & existing members which identify member interests, skills, and abilities	Chair, Secretary	Ongoing
Facilitate monthly meetings where members participate on Task Teams and are actively engaged	Chair, Secretary	Monthly
Develop & streamline ongoing communication via Mail Chimp or Constant Contact (to include upcoming volunteer opportunities/events/trainings etc.)	Chair, Nursing student	Monthly
Participate in local events (FOUR-FIVE per year) to further spread the SSAC message and recruit community members to participate.	Chair, E/M/C	Ongoing

Objective 4: Increase size and presence of the Youth Coalition/Youth Action Team.

Strategy 1: Establish clearly defined roles/responsibilities for youth and training opportunities for youth and advisor(s).

Activity	Who is responsible?	By when?
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Stoneham Substance Abuse Coalition

(Task Team Key: EMC = Events/Media/Community, D= Data, MR= Membership/Recruitment)

Develop a mission & a vision for the Youth Coalition	School Counselor/Health Teacher, SAPC	June, September 2016
Determine most needed trainings (leadership skills, prevention 101, etc) and provide training opportunities for Youth Coalition advisors and youth.	SAPC, MVTAP	June-October 2016
Develop & streamline ongoing communication via school email/text messaging etc., for Youth Coalition.	School Counselor/Health Teacher	September-December 2016
Facilitate consistent time/day meetings where members participate and are actively engaged.	School Counselor/Health Teacher	September 2016-June 2017

Goal Two: Reduce youth substance use.

Objective 1: Reduce alcohol sales to minors through the implementation of policy change initiatives to reduce access to alcohol by adolescents in grades 6th through 12th.

Strategy 1: Educate local alcohol permit holders.

Activity	Who is responsible?	By when?
Obtain list of liquor licensees (on-premise & off-premise) from Town.	Board of Health, SAPC	November 2016
Conduct environmental scan of store signage to ensure appropriate advertising and product placement.	Youth Task Team, Chamber of Commerce, SAPC	December 2016
Provide vendor education packets to permit holders.	Youth Task Team, Police Task Team, SAPC	February 2017
Partner with licensees to ensure appropriate ID checks and secure their commitment to reduce underage drinking.	Police Task Team, SAPC	April 2017



Stoneham Substance Abuse Coalition

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Educate retailers of the risks & consequences of underage drinking within the community.	Police Task Team, SPC	June 2017
Collaborate with Police Department in conducting quarterly alcohol retailer compliance checks and publicly recognizing compliant vendors.	Police Task Team, State Alcohol Beverage Control Commission (ABCC), SPC	Ongoing. Begin Jan 2017.
Provide recognition and celebration of compliant retailers and vendors in newspaper and other media.	Chair, EMC, Chamber of Commerce	Ongoing. Begin Jan 2017.

Objective 2: Spread evidence-based alcohol prevention messages in the Stoneham community.

Strategy 1: Coordinate school and community-based campaigns to change the perception of normative behaviors.

Activity	Who is responsible?	By when?
Identify & utilize media to educate students, parents, and other community groups.	EMC, School Task Team	October 2016
Develop Stoneham-specific peer-to-peer messaging including ATOD myths/facts, “Did you know?” CTC data, etc. Disseminate information via “News Flush” and “Bathroom Buzz” in middle & high school bathrooms/locker rooms.	Youth, School Task Team	September 2016. Ongoing.
Coordinate with the Police Department to facilitate a tips hotline for reporting underage drinking parties.	Police Task Team	July 2016
Convene a working group to discuss the K-12 Health Curriculum. Develop evidence-based priorities and recommendations.	School Task Team, School Committee	November 2016

Objective 3: Reduce by 5% the number of 6th-12th graders who report alcohol consumption within the last 30 days.



Stoneham Substance Abuse Coalition

(Task Team Key: EMC = Events/Media/Community, D= Data, MR= Membership/Recruitment)

Strategy 1: Promote and support the enforcement of environmental policies/by-laws to limit access of alcohol to underage youth.

Activity	Who is responsible?	By when?
Work with PTO and other parent groups to examine the best ways to reach parents of teens grades 6 th through 12 th with an alcohol prevention message.	Chair, School Committee, Parent Sector, EMC	October 2016
Develop a Safe Home Pledge	EMC	November 2016
Deliver Safe Home Pledge materials to community	Chair, EMC	January 2017
Plan, promote, and implement a “Parents Who Host Lose the Most” campaign targeting social host consequences	Chair, Police, EMC	February/March 2017-June 2017

Objective 4: Promote awareness and education on the effects of e-cigarettes/vaping/marijuana use to the community.

Strategy 1: Provide trainings and technical assistance on signs and symptoms to teachers, parents and professionals that work with youth.

Activity	Who is responsible?	By when?
Identify current understanding and awareness among youth-serving professionals and parents of the dangers, effects, and consequences of use.	School Task Team, MVTAP	September 2016
Provide TWO Adult/Youth Mental Health First Aid Trainings (community & faculty/staff/nurses & first responders/law enforcement).	School Task Team	Beginning October 2016 (Nov 1, 2016 or Feb 2, 2017 for nurses)
Continue to implement Screening, Brief Intervention and Referral to Treatment (SBIRT) in the district. Identify additional support needed for future.	School Task Team, Nurses	September 2016-June 2017



Stoneham Substance Abuse Coalition

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Strategy 2: Educate and build skills of young people to strengthen peer-to-peer messages.

Activity	Who is responsible?	By when?
Apply for mini grant from the84.org to continue fight against big tobacco & fund the high school club work.	School & Youth Task Team	Fall 2016
Train Youth Coalition leaders on myths/facts on e-cigs/vaping/marijuana.	the84.org, MVTAP, MOAPC	November 2016
Work with high school health teachers to set up peer-to-peer presentations on myth/facts on e-cigs/vaping/marijuana.	School & Youth Task Team	December 2016, Spring 2017

Strategy 3: Launch an environmental campaign in Stoneham

Activity	Who is responsible?	By when?
Disseminate statewide training materials and information pertaining to prevention and marijuana abuse education via mail, e-mail, the Coalition website, and social media.	Coordinator, EMC Task Team	Spring 2017
Mount an environmental campaign utilizing post cards on smart facts about marijuana by Patrick Kennedy's Smart Approaches to Marijuana web site (featured at CADCA) or a similar evidence-based model.	Youth, EMC, MOAPC	Summer 2017

Stoneham *Communities That Care Youth Survey* Executive Summary of Substance Abuse Results (2015)

This document summarizes the substance abuse data presented in the final report of the Communities That Care Youth Survey (CTCYS), a nationally recognized survey, completed by 1,060 Stoneham students in grades 6 through 12 in December of 2015. The CTCYS provides important information for the City of Stoneham and Stoneham Public Schools to guide prevention efforts related to substance abuse, to help address existing problems in the community, and to promote health and positive youth development.

SURVEY GOALS

The survey asked youth to respond to questions on risky behaviors (substance abuse, delinquency, dropping out, and violence). The survey also asked questions to understand risk and protective factors that either increase risk or reduce protective leading to risky behaviors. Just as eating a high-fat diet is a risk factor for heart disease, and getting regular exercise is a protective factor for heart disease, there are factors that can help protect youth from, or put them at risk for, drug use and other problem behaviors. Addressing risk factors and building on protective factors has been shown to be effective in increasing healthy decision making, including choosing not to use tobacco, alcohol, or other drugs.

Goals of the CTCYS were to:

- Identify the levels of risk factors related to substance use, drop-out, delinquency, violence, and teen pregnancy.
- Identify the levels of protective factors related to substance use, drop-out, delinquency, violence, and teen pregnancy.
- Measure the actual prevalence of drug use, violence and other antisocial behaviors among surveyed youth.

SURVEY RESULTS

Results of the CTCYS showed both strengths and areas for improvement in preventing substance use among Stoneham's 6th through 12th graders. Risk and protective factor data are presented on the following page, followed by substance abuse data.

RISK AND PROTECTIVE FACTORS

Protective factors are characteristics that are known to decrease the likelihood that a student will engage in problem behaviors, i.e. bonding with parents or engaging youth in activities which influence positive youth development. Risk factors are characteristics in the community, family, school, and individual environment which increase the likelihood that a student will engage in problem behaviors.

Strengths to Build on in Stoneham Public Schools—Protective Factors with *Higher* Scores:

- **Belief in the moral order:** Young people who have developed a positive belief system are less likely to become involved in problem behaviors.
- **Family attachment:** Children who are bonded to family members who have healthy beliefs are less likely to do things that threaten that bond, such as use drugs, commit crimes or drop out of school.
- **School opportunities for positive social involvement:** Giving students the opportunities to be involved in important activities that make them feel empowered and connected to their school environment.

Strengths to Build on in Stoneham Public School—Risk Factors with *Lower* Scores:

- **Laws and norms favorable to handguns:** When students perceive laws to be strict and consistently enforced, they may be less likely to carry guns and to engage in gun violence.
- **Early initiation of drug use:** The earlier that experimentation with drugs begins, the more likely it is that experimentation will become consistent, regular use.
- **Poor family management:** Children who experience poor family supervision and poor family discipline are at higher risk of developing problems with drug use, delinquency, violence and school dropout.

Opportunities for Improvement in Stoneham Public School—Protective Factors with *Lower* Scores:

- **Religiosity:** Students who have high levels of religious connection are less vulnerable to becoming involved in antisocial behaviors, because they have already adopted a social norm against those activities.
- **Community opportunities for positive social involvement:** The availability of activities or organizations that promote positive youth development [including sports and theater groups].
- **Community rewards for positive social involvement:** Students who feel recognized and rewarded by members of their community are less likely to engage in negative behaviors, because that recognition helps increase a student's self-esteem and the feeling of being bonded to that community.

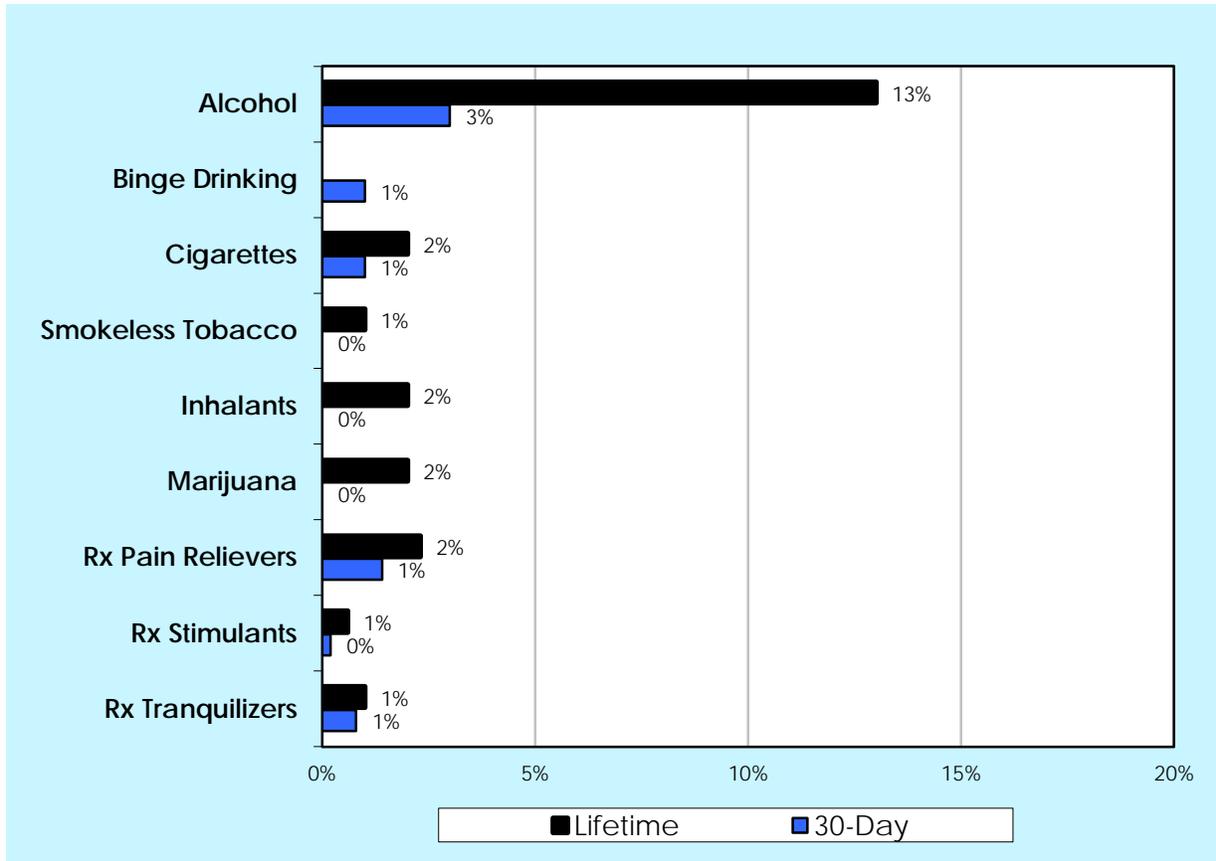
Opportunities for Improvement in Stoneham Public School—Risk Factors with *Higher* Scores:

- **Family conflict:** This refers to the existence of unhealthy behavior, such as yelling, insults and threats between family members.
- **Parental Attitudes Favorable toward Antisocial Behavior:** If parents approve of or excuse their children for breaking the law, then the children are more likely to develop problems with juvenile delinquency.
- **Low Perceived Risk of Drug Use:** The less harm that an adolescent perceives as the result of drug use, the more likely it is that he or she will use drugs.

ALCOHOL, TOBACCO AND OTHER DRUGS

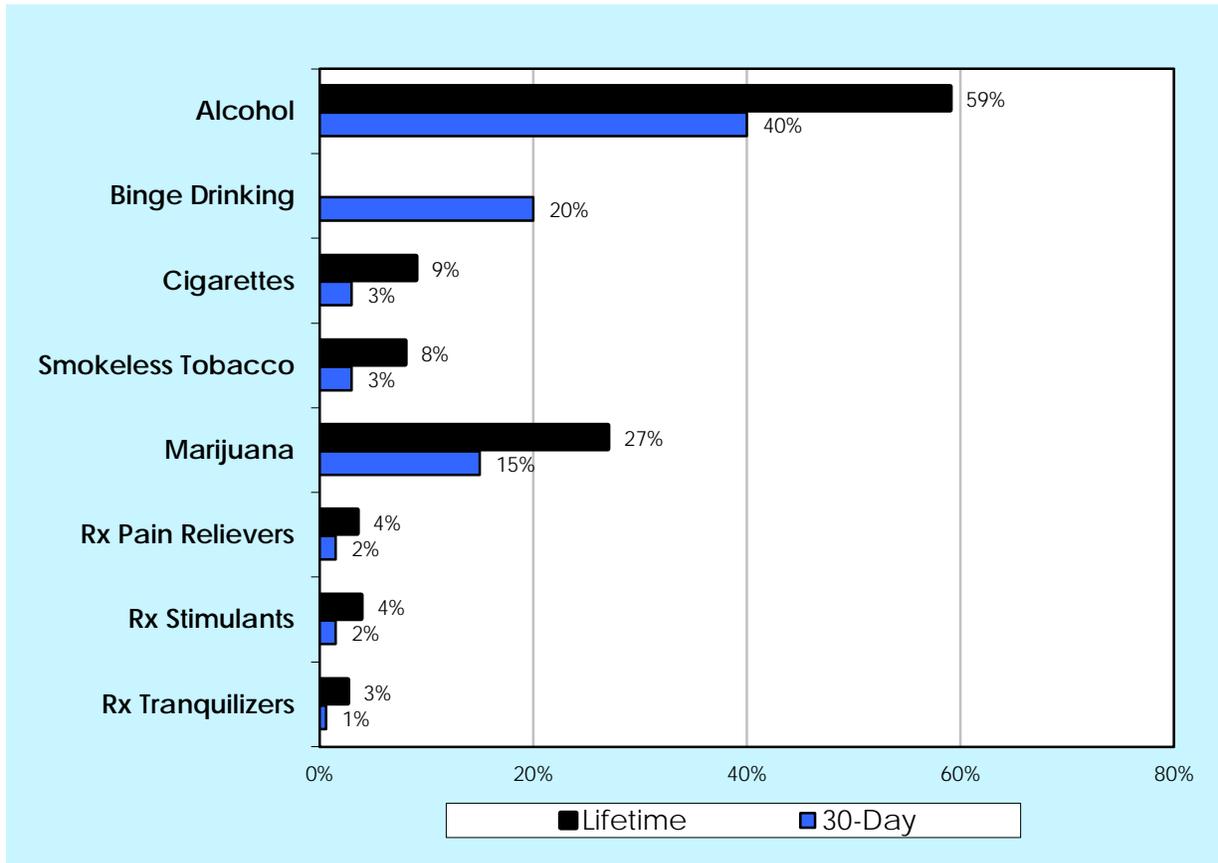
This section reports on lifetime use and past-30-day use of alcohol, tobacco, and other drugs for 6th – 8th graders and 9th – 12th graders separately.

Graph 1. 6th – 8th Grade Alcohol, Tobacco and Other Drug Use (lifetime and past-30-Day Use)



Note: Binge drinking is five or more drinks in a row on one or more occasions in the past two weeks.

Graph 2. 9th – 12th Grade Alcohol, Tobacco and Other Drug Use (lifetime and past-30-Day Use)



Note: Binge drinking is five or more drinks in a row on one or more occasions in the past two weeks.

Table 1. 6-8th Grade Alcohol, Tobacco and Other Drug Use Compared to 8th Grade U.S. Norm**

Drug	Lifetime use				Past-30-day use			
	6 th	7 th	8 th	Grade 8 US Norm	6 th	7 th	8 th	Grade 8 US Norm
Alcohol	6.4	8.2	22.4	26.1	2.9	1.6	4.4	9.7
Binge Drinking	--	--	--	--	0.0	1.1	1.6	4.6
Cigarettes	1.4	1.6	2.8	13.3	0.0	0.0	1.7	3.6
Smokeless Tobacco	0.7	1.6	1.6	8.0	0.0	0.5	0.5	3.2
Cigars, Cigarillos, or Little Cigars	--	--	--	--	0.0	0.5	1.1	--
Marijuana	0.0	0.5	4.4	15.5	0.0	0.0	1.1	6.5
Inhalants	1.4	3.3	4.4	9.4	0.7	1.6	2.2	2.0
Ecstasy	0.0	0.0	0.5	2.3	0.0	0.0	0.0	0.5
Methamphetamine	0.0	0.5	0.5	0.8	0.0	0.0	0.6	0.3
Cocaine	0.0	0.0	0.5	1.6	0.0	0.0	0.5	0.5
LSD/Psychedelics	0.0	0.5	0.0	2.0	0.0	0.0	0.0	0.6
Heroin	0.0	0.0	0.0	0.5	0.0	0.0	0.0	0.1
Over-the-Counter Drugs	2.1	1.1	2.2	--	0.7	1.6	1.6	--
Any Illicit Drug (Other than Marijuana)	1.4	3.8	4.9	--	0.7	1.6	2.7	--

Table 2. 9-12th Grade Alcohol, Tobacco and Other Drug Use Compared to U.S. Norm**

Drug	Lifetime use					Past-30-day use				
	9 th	10 th	11 th	12 th	Grade 12 US Norm	9 th	10 th	11 th	12 th	Grade 12 US Norm
Alcohol	46.3	45.9	69.7	79.8	64.0	29.3	30.3	43.1	66.0	35.3
Binge Drinking	--	--	--	--	--	15.5	14.8	26.9	25.7	17.2
Cigarettes	4.6	6.7	8.2	20.4	31.1	2.0	1.5	2.1	7.6	11.4
Smokeless Tobacco	7.9	7.5	6.2	13.3	15.1	4.6	3.0	2.7	2.9	6.1
Cigars, Cigarillos, or Little Cigars	--	--	--	--	--	12.0	7.6	8.9	23.1	--
Marijuana	16.6	15.7	34.5	48.5	44.7	12.0	7.5	18.5	26.2	21.3
Inhalants	4.0	4.5	2.1	2.9	5.7	0.7	2.2	0.0	0.0	0.7
Ecstasy	0.0	0.7	2.7	1.0	5.9	0.0	0.8	2.1	0.0	1.1
Methamphetamine	0.0	0.0	0.0	0.0	1.0	0.0	0.0	0.0	0.0	0.4
Cocaine	0.0	0.7	1.4	2.9	4.0	0.0	0.0	0.7	1.9	1.1
LSD/Psychedelics	0.0	0.0	2.7	3.8	6.4	0.0	0.0	0.0	1.9	1.6
Heroin	0.0	0.0	0.0	1.0	0.8	0.0	0.0	0.0	0.0	0.3
Over-the-Counter Drugs	2.0	3.8	6.2	4.8	--	2.6	1.5	0.7	2.9	--
Any Illicit Drug (Other than Marijuana)	4.0	6.0	5.5	6.7	--	0.7	3.0	2.1	2.9	--

Student Mental Health

The CTCYS includes four questions that ask about symptoms of depression.

Table 3. Symptoms of Depression: Students Responding "yes" or "YES!"

	Middle School grades 6-8	High School grades 9-12	High School Males	High School Females
Sometimes I think life is not worth it	12.9%	18.6%	10.0%	20.6%
At times I think I am no good at all	23.2%	32.0%	19.3%	35.3%
I am inclined to think that I am a failure	11.2%	13.5%	7.7%	16.5%
Felt depressed or sad most days	20.7%	30.7%	19.7%	30.9%

Summer 2016 Youth Programs

Town of **STONEHAM** RECREATION

GET CONNECTED!
For program updates,
Follow us on social media!
Like us on [FACEBOOK](#)
Follow @StonehamRec on [TWITTER](#)
StonehamRec on [INSTAGRAM](#)

Sport Zone 101 (Pre-K – 5th)

Every Tuesday from July 12 – August 16

TWO SESSIONS- Sign up for half or full day!

Half Day - \$110.00

Full Day - \$160.00

In our classrooms, there are no desks, there are no chalkboards, and there are no chairs. Amidst all the fun and active games, and talking about sports we all love and help children learn life lessons along the way.

Kids getting fit

w/ MMA (3 yr - Adult)

Monday, 7/11– Friday 8/29

Over 20 Classes offered each week!

Unlimited classes for only \$160

(try out secondary classes for \$10!)

Explore the world of mixed martial arts as children learn the importance of healthy living, self-determination and self-confidence. Ask about our adult program too!

Fencing for Kids

(7yr– Adult)

EVERY MONDAY OR TUESDAY – 4 CLASSES

(8/9 – 8/29) PROGRAM COST: \$100.00

Come learn the exciting sport of fencing! Often called a physical game of chess, fencing develops endurance, coordination, agility, poise and balance. While fencing is a physical sport, it is also a mental game requiring concentration, quick decision-making and problem-solving.

Archery 101

Monday 7/25- Thursday 7/28 or

Monday 8/8 - Thursday 8/11

8yr-12yr group **13yr + group**

4:30pm-5:30pm 5:30pm-6:30pm

4 Day Clinic only \$99.00!

You will learn the fundamentals of target archery, including proper shooting form, range safety and range procedures by certified coaches.

NO EQUIPMENT - NO PROBLEM!

Super Soccer

Stars (12 mon-10yr)

Programs broken down by Age Group!

Every Sunday from 7/10 -8/28

Summer Program Cost only \$160.00
Super Soccer Stars uses the soccer ball as the vehicle to help children not only improve their soccer skills, but also develop self-confidence, improve gross motor skills, hone socialization skills and more.

Kids' Test Kitchen

(Entering 2nd grade - 5th grade)

Popular Parent/Child Program!

Friday 8/13 or Saturday 8/14

\$20.00 per child

Class Time: 10:00am-12:00pm

Kids' Test Kitchen is a mission to inspire healthy eaters by providing young students the opportunity to cook, taste, and then teach their families about nutrient-dense foods.

Wicked Cool Science (K-5th)

Week of 7/25/16

LEGO ENGINEERING

9:00am-12:00pm

SUPERHERO PHYSICS

1:00pm-4:00pm

Week of 8/15/16

ROCKET SCIENCE

9:00am-12:00pm

WICKED GROSS SCIENCE

1:00pm-4:00pm

Half Day Cost: \$195.00

Full Day Cost: \$315.00

Stoneham Recreation is now offering classes with the award winning Wicked Cool For Kids! Learn how to make rockets, find out what makes super heroes great and much more!

Other great programming
offered this Summer
Summer Fun Wednesdays w/ Stoneham Rec
-Become a Track Star 101
- Craft Time in the Common
and much, much more!

Visit our website WWW.STONEHAMREC.COM to get more information and to register!

Have ideas for programs you would like to see offered in Stoneham?

Contact Stoneham Recreation Director, Steve Angelo! Phone: 781-279-2609 Email: Sangelo@Stoneham-ma.gov



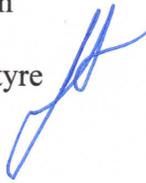
James T. McIntyre
Chief of Police

Town of
STONEHAM

47 CENTRAL STREET
MASSACHUSETTS
02180

POLICE DEPARTMENT
(781) 438-1212
FAX (781) 279-0882

TO: Chairwoman Ann Marie O'Neill
Board of Selectmen

FROM: Chief James McIntyre 

DATE: June 16, 2016

SUBJECT: Special Alcoholic Beverage License – Liberty Bay Credit Union

I have had the opportunity to review the Special Alcoholic Beverage License application submitted by Liberty Bay Credit Union for a Vintage Baseball and Family Day event, July 16, 2016, to be held at Recreation Park. Information submitted with the application indicates that 15 cases of beer will be distributed to attendees through beer tents.

Based upon the Town Code, I cannot support the issuance of the special license. The Code of the Town of Stoneham, chapter 9, section 9-1 states:

"No person shall drink any alcoholic beverages as defined in Chapter 138, Section 1 of the General Laws of Massachusetts or shall have in his possession any open container or containers whose seal has been broken and recapped of such beverage, while on, in or upon any public way or upon any way to which the public has a right of access, or any place to which members of the public have access as invitees or licensees, park or playground, or private land or place without consent of the owner or person in control thereof. All alcoholic beverages being used in violation of this section shall be seized and safely held until final adjudication of the charge against the person arrested or summoned before the court, at which time they shall be returned to the person entitled to lawful possession. (10-29-73, Art.3)"

Based upon the aforementioned section of the Town Code, the consumption or possession of alcoholic beverages are not permitted on, in, or upon any park or playground. Further, the information packet provided to Special Alcoholic License applicants indicates the licenses are for non-profit organizations for events on non-public property.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2016

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 Gilbert Insurance Agency, Inc. 137 Main Street Reading MA 01867-3922		CONTACT NAME: Tara Vokey PHONE (A/C. No. Ext): (781)942-2225 FAX (A/C. No): (781)942-2226 E-MAIL ADDRESS: tvokey@gilbertinsurance.com	
INSURED Mercury Brewing & Distribution Company, Inc. 2 Brewery Place Ipswich MA 01938		INSURER(S) AFFORDING COVERAGE INSURER A: Harleysville/Nationwide Insurance INSURER B: Arbella Protection INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #	
		26182	41360

COVERAGES

CERTIFICATE NUMBER: 15-16 MASTER

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MPA00000027442G	9/15/2015	9/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			1020008455	9/15/2015	9/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMBI \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			CMB00000034207G	9/15/2015	9/15/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC00000027491G	9/15/2015	9/15/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Liquor Liability			MPA00000027442G	9/15/2015	9/15/2016	1,000,000 2,000,000

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

The certificate holder is added as additional insured as required by written contract with regard to work being done by the insured. This certificate of insurance is issued subject to all policy terms, conditions, limitations, exclusions and language.

CERTIFICATE HOLDER**CANCELLATION**

Town of Stoneham Recreation Park 99 Dale Ct Stoneham, MA 02180	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 Gilbert, CIC/TARA <i>Mark S. Gilbert</i>
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Celebrate the history of America's favorite pastime
in Stoneham, Massachusetts!

LIBERTY BAY'S

VINTAGE BASEBALL

& FAMILY DAY

Saturday, July 16, 2016

10:00 AM - 3:00 PM

Recreation Park | 99 Dale Court, Stoneham



EXHIBITION GAME

1868 Stoneham Kearsarges

vs. Lowell Clippers

11:00 AM - 12:30 PM

CELEBRITY GAME

Watch local celebrities

suit up and "Play Ball!"

1:00 PM - 2:30 PM

FUN FOR ALL AGES!

- Vintage Base Ball Games
- Historically Accurate Teams, Uniforms and Game Rules from 1864!
- Kids' Base Ball Clinics
- "Running of the Bases"
- Games & Activities
- Beer Tents
- Ballpark Food
- Photo Booth
- Face Painting
- Raffles, Prizes ... and more!



LIBERTY BAY
CREDIT UNION

Together with our partners



BOY'S & GIRLS CLUBS
OF THE METROPOLITAN AREA

Base Ball Club



Special Alcoholic Beverage License

Non-Profit

Non-public Property

License must be issued to a natural person. (Can be a manager acting on behalf of a corporation.) Full name and home address of person applying. *Jill K. Amato*

Type of license: All Alcoholic or Wine and Malt *Beer only*

Section of premises to be licensed (including where liquor will be stored).

Ipswich Aie Tapmobile brought onto event site

No license shall be issued under the section until applicant or licensee provides proof of coverage under a liquor legal liability insurance policy for bodily injury or death for a minimum amount of \$250,000 on account of injury to or death of 1 person, and \$500,000 on account of any 1 accident resulting in injury to or death of more than 1 person. Proof of the insurance coverage required by this section shall be made by filing a certificate of insurance in a form acceptable to the local licensing authority. The insurance shall be subject to sections 5 and 6 of chapter 175A of the General Laws.

From Ipswich Aie

State days and hours of requested license when license is applied for.

July 16, 2016 10:00 AM - 3:00 PM

Check in the amount of \$25.00 per day must be submitted with application.

All the alcoholic beverages must be obtained from a wholesaler. ✓

A liquor delivery cannot be accepted until the license starts. All the liquor has to be out when the license expires. The liquor has to go back to the wholesaler when the license expires. ✓

No Special Licensee may sell or deliver alcoholic beverages between the hours of 2:00 a.m. and 8:00 a.m. ✓

Illegal to serve alcoholic beverages free, with or without a set charge to get in. ✓

Alcoholic Beverages Control Commission regulations are available on the internet. ✓

Town of Stoneham Alcohol Beverage Rules and Regulations are applicable and are in the Town Code – Chapter 16, which is available on the Town website at www.stoneham-ma.gov/board-of-appeals/pages/town-of-stoneham-town-code ✓

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

I hereby make application for a Special Alcoholic Beverage License for the purpose of selling and dispensing all kinds of alcoholic beverages or wines and malt beverages permitted by law at a Vintage Base Ball & Family Day

(State whether banquet, concert, picnic, etc.)

Which is to be held by Liberty Bay Credit Union

(Name of organization)

a Financial organization, on the 16 day of July 2016

(Fraternal, military, etc.)

between the hours of 10:00 a.m. - 3:00 p.m. at the following described place

Recreation Park

How many cases or bottles, etc., of all kinds of alcoholic beverages are to be sold?

beer only; 15 cases

How many people do you expect? 300 (adults and children)

Are you charging admission fee? no How Much? n/a

I certify that I am Jill K. Amato, Director of Corpo of the above-mentioned Organization, and that I will be responsible for the proper observance of the laws governing the dispensing of such alcoholic beverages, and for any damage which may occur as a result of such use.

Signed: Jill K. Amato Date: June 13, 2016

Home Address: 27 Holly Tree Drive, Kingston MA

Telephone: 617-285-9411

Police Department Recommendation: _____

Police Detail: Yes _____ No _____

Signed: _____



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: Liberty Bay Credit Union

Address: 99E Main Street

City/State/Zip: Stoneham, MA 02180

Phone #: 800-638-8526

Are you an employer? Check the appropriate box:

1. I am an employer with 76 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. insurance 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 Financial (Non-profit Credit Union)

*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: Berkley National Insurance Company

Insurer's Address: 1250 East Diehl Rd., Suite 200

City/State/Zip: Naperville, IL

60563

Policy # or Self-ins. Lic. # FWC 6018610-11

Expiration Date: 07/10/2016

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: Juan K. Amato

Date: June 13, 2016

Phone #: 617-285-9411

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 #: _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required." Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. Also be sure to sign and date the affidavit. The affidavit should be returned to the city or town that the application for the permit or license is being requested, not the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia



Berkley National Insurance Company

A Berkley Company A Stock Company
 1250 East Diehl Road, Suite 200, Naperville, IL 60563-9305

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

**RENEWAL
 INFORMATION PAGE**

Policy No.: FWC 6018610 - 11
 Previous Policy No.: 6018610-10

NCCI Carrier Code No.: 17191

<p>1. Name Insured and Address Liberty Bay Credit Union 350 Granite St. Suite 1102 Braintree, MA 02184</p>	<p>Agency Name and Address 221065100 (508) 528-9532 Independent Financial Insurance Brokerage Services, Inc. 39 Highland Ave Adams, MA 01220-1811</p>
---	---

Other workplaces not shown above: *See attached Name and Location Schedule*

FEIN: 041896000

Risk ID No.: 041896000

Bureau File No.:

Entity of Insured: Corporation

2. The Policy Period is from 07/10/2015 to 07/10/2016 12:01 A.M. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: MA
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
 - Bodily Injury by Accident \$ 500,000 each accident
 - Bodily Injury by Disease \$ 500,000 policy limit
 - Bodily Injury by Disease \$ 500,000 each employee
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
All states except ND, OH, WA, WY and states designated in item 3.A. above.
- D. This policy includes these endorsements and schedules: *See Schedule Of Forms and Endorsements*
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Schedules of Operations for detail by state

Minimum Premium	182.00	Total Policy Premium	\$	5,188.00
		Including Regulatory Surcharges	\$	241.00
		Total Amount Due	\$	5,429.00



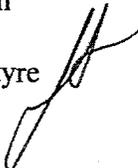
Town of
STONEHAM

47 CENTRAL STREET
MASSACHUSETTS
02180

POLICE DEPARTMENT
(781) 438-1212
FAX (781) 279-0882

James T. McIntyre
Chief of Police

TO: Chairwoman Ann Marie O'Neill
Board of Selectmen

FROM: Chief James McIntyre 

DATE: June 16, 2016

SUBJECT: Special Alcoholic Beverage License – Liberty Bay Credit Union

I have had the opportunity to review the Special Alcoholic Beverage License application submitted by Liberty Bay Credit Union for a Vintage Baseball and Family Day event, July 16, 2016, to be held at Recreation Park. Information submitted with the application indicates that 15 cases of beer will be distributed to attendees through beer tents.

Based upon the Town Code, I cannot support the issuance of the special license. The Code of the Town of Stoneham, chapter 9, section 9-1 states:

“No person shall drink any alcoholic beverages as defined in Chapter 138, Section 1 of the General Laws of Massachusetts or shall have in his possession any open container or containers whose seal has been broken and recapped of such beverage, while on, in or upon any public way or upon any way to which the public has a right of access, or any place to which members of the public have access as invitees or licensees, park or playground, or private land or place without consent of the owner or person in control thereof. All alcoholic beverages being used in violation of this section shall be seized and safely held until final adjudication of the charge against the person arrested or summoned before the court, at which time they shall be returned to the person entitled to lawful possession. (10-29-73, Art.3)”

Based upon the aforementioned section of the Town Code, the consumption or possession of alcoholic beverages are not permitted on, in, or upon any park or playground. Further, the information packet provided to Special Alcoholic License applicants indicates the licenses are for non-profit organizations for events on non-public property.

SERVICES AGREEMENT

Professional Energy Consulting Services to a Municipal Aggregator

This Services Agreement ("Agreement") is made and entered into and effective on this _____ day of _____, 2016 ("Effective Date") by and between the _____ ("Municipality"), a Massachusetts municipal corporation, with offices located at _____, acting by and through its Board of Selectmen or Mayor, its duly authorized representative, and **Good Energy, L.P.** ("Service Provider"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016, acting by and through its General Partner, its duly authorized representative.

Recitals

WHEREAS, Municipality is seeking to become a "Municipal Aggregator" in order to facilitate the provision of electric power services and related energy services, either separately or bundled, for the Municipality's own use and for use by residential and non-residential customers within the Municipality's geographic boundaries; and

WHEREAS, Municipality desires to engage Service Provider to perform professional consulting services for Municipality in relation to the creation, authorization, implementation and management of its municipal aggregation plan (the "Program"), as defined by, and in compliance with, all applicable provisions of Section 134 of Chapter 164 of the General Laws of Massachusetts, as amended, and other applicable statutes, regulations and precedent; and

WHEREAS, Services Provider desires to perform the Services as hereinafter defined and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and approved, the parties, intending to be legally bound, agree as follows:

Provisions

- I. **Performance of the Services.** At the Municipality's discretion, Service Provider shall perform each of the following activities and services (collectively, the "Services") with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services:
 - A. Provide the following services:
 1. Provide the services set forth in the scope of services in the Service Provider's Technical Proposal submitted in response to the Solicitation for Community Choice Aggregation Consulting Services (RFP# CCA02) issued by the Metropolitan Area Planning Council ("MAPC") and in the MAPC Solicitation for Community Choice Aggregation Consulting Services (RFP# CCA02), attached as Exhibits 1 and 2 respectively and incorporated herein.
 2. Assist the Municipality in conducting a feasibility study to assess the cost and benefits of providing electricity supply and related energy services through municipal aggregation.

3. Assist the Municipality in the establishment of a municipal aggregation program including electric power services and related energy services, as determined by the Municipality, and the development of municipal aggregation plan, and to make recommendations to award a contract for the provision of electric power services to a licensed competitive supplier;
4. Assist the Municipality in the achievement of additionality with its default electricity rate and optional green products. Service Provider will accomplish this by:
 - a. Identifying and assessing multiple options for achieving additionality;
 - b. Quantifying the known and potential kW of renewable generation and type of generation (e.g., wind, solar, etc.) that could be added to the New England electricity grid;
 - c. Providing evidence explaining and supporting additionality claims; and
 - d. Quantifying the impact on electricity rates.

Municipality expects Sustainable Energy Advantage to participate in the additionality quantification process. Further, Service Provider shall offer to have a representative from Sustainable Energy Advantage attend any meeting in which additionality options will be discussed with Municipality.

5. Preparation of a municipal aggregation plan (the “Plan”) in consultation with the Municipality and the Massachusetts Division of Energy Resources which include, but are not limited to, the following issues as applicable:
 - Detailed process and consequences of municipal electricity aggregation
 - Universal access, reliability and equitable treatment of all customer classes
 - Requests for proposal issued by MAPC
 - Organizational structure – roles and responsibilities
 - Program operations – education, outreach and opt-out process
 - Rate setting and other costs, including offering rates in addition to the municipal aggregator’s default electricity rate
 - Program funding – expenses and fees
 - Green power - renewable energy
 - Methods for entering and terminating agreements associated with the Plan
 - Rights and responsibilities of participants
 - Activation and termination of the Plan
 - Constituent notification and enrollment
 - Description of annual reporting
 - Program move-ins and move-outs
 - Program education initiative
 - Demand management and energy efficiency program
 - Electric Service Agreement
 - Pricing methodology
 - Eligible customer service classes
 - Competitive supplier selection criteria

- Selected competitive supplier responsibilities
 - Liability
6. Assist Municipality with presenting the Plan for public review.
 7. Assist with all required consultations and filings with the Division of Energy Resources and the Department of Public Utilities in regards to the Plan.
 8. Provide Municipality with electric power market pricing trends and any other relevant information to support the Service Provider's recommendation for timing of the electric service bid.
 9. Prepare bid specifications and procure competitive bids for licensed, competitive suppliers for electric service, based on the most advantageous proposal, price and other factors considered, with both final decision of bid date and final selection of a competitive supplier(s) being decided by the Municipality. When developing the electric service bid, provide analysis of MA Class I REC market pricing to allow the municipality to determine how it prefers to source the RECs (e.g. from competitive retail electricity suppliers, REC brokers, etc.).
 10. Develop the contract terms and conditions for the Electric Service Agreement between Municipality and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plan.
 11. Assist with negotiations of an Electric Service Agreement with the selected licensed competitive supplier, to the extent permitted by law.
 12. Assist with all required steps to implement the additionality strategy selected by the Municipality, which may include, but is not limited to, issuing bids for Renewable Energy Credits, negotiating long-term contracts with renewable energy brokers or developers, and developing contract terms and conditions for Renewable Energy Credits and renewable energy brokers and developers.
 13. Coordinate the provision of an agreement between the applicable public utility ("Local Distribution Company" or "LDC") and the Municipality, if required, and coordinate and facilitate communications between the LDC and Municipality, including the confidential exchange of customer information and other information between the LDC and the Municipality.
 14. Provide customer "opt-out" consulting services, including but not limited to preparation and management of opt-out notices to be sent to utility customers for the adoption of a municipal authorization of the proposed municipal aggregation Program and of the customer's right to decline to participate in the Program, determining the validity and accuracy of the eligibility customer lists provided by the applicable LDC, and supervision of all other notices and publications required to facilitate the adoption and operation of the Program;
 15. Implement comprehensive marketing services for an opt-out electricity aggregation program, at no cost to Municipality and with the approval of the Municipality, which may include, but are not limited to, the following:
 - USPS mail campaigns

- Local radio/TV spots, web-based infomercials
 - Cable access programming
 - Newspaper interviews and advertising
 - Municipal newsletters
 - Attendance at public hearings
 - Attendance at community meetings, both government and organization-hosted, i.e., Chambers of Commerce, Rotary Clubs, churches, environmental groups, etc.
 - Development and online hosting of dedicated online site that is unique to the Municipality
 - Billboard signage
 - Informational flyers
16. Determine the number and identity of customers who did not affirmatively decline to participate in the aggregation program.
17. Lead and be responsible for post-purchase program delivery and on-going daily monitoring services.
18. Investigate the feasibility of and methods for Municipality to receive account level usage data for all accounts enrolled in the aggregation on a regular basis. At the request of the Municipality, Service Provider shall make all reasonable efforts to secure such data for the Municipality and to perform analysis of the data to make it actionable for the Municipality.
19. Provide a monthly report, by the 14th of the subsequent month, to Municipality that provides the following information for the past month and cumulatively for the aggregation:
- a. The total usage (kWh) in each available rate offered by the aggregation;
 - b. The total number of accounts in each rate offered by the aggregation;
 - c. The total number of opt-outs and opt-ins;
 - d. Costs savings achieved compared to known LDC rates;
 - e. Applicable summary information about additionality criteria (e.g., MA Class I RECs purchased); and
 - f. Other criteria the Municipality requests as relevant.
20. On an annual basis, provide a report to Municipality that includes the additionality impact of the Municipality's aggregation, in terms of:
- a. Quantification of the known and potential kW of renewable generation and type of that generation (e.g., wind, solar, etc.) added to the New England electricity grid; and
 - b. Evidence explaining and supporting additionality claims.
- B. Give prompt notice to Municipality should the Service Provider acquire knowledge of any fault or deficit in the Program or any nonconformance with the Electric Service Agreement.
- C. Remit to Municipality after the termination of this Agreement, all files and documents pertaining to the project that have been created, obtained or produced including, but not

limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.

- D. Comply with all statutes, ordinances, laws, rules and regulations, which may be applicable to the services provided hereunder.
- E. Service Provider shall not subcontract any Services to any person or entity that is not named herein without the advance written consent of Municipality, which consent shall not be unreasonably withheld. Any subcontractors shall be experienced and qualified and, to the extent required by law, licensed. In the event the Services of a sub-consultant are approved, Service Provider shall submit copies of any and all licenses and registrations to the Municipality. Notwithstanding the foregoing, any approval or lack of objection of the Municipality to any sub-consultant shall not relieve Service Provider of its responsibility for all Services.

II. Obligations of Municipality.

Municipality shall:

- A. Obtain, with the cooperation and assistance of Service Provider, all required authorizations: (i) to initiate aggregation of electric load and adopt an aggregation plan and energy plan pursuant to M.G.L. c. 164, section 134; (ii) to enter into this Services Agreement; and (iii) to enter into an Electric Service Agreement(s) with a competitive supplier(s).
- B. Use reasonable efforts to secure release of data applicable to the Program held by others, including but not limited to residential and non-residential customer account and load information.
- C. Give prompt notice to the Service Provider should Municipality acquire knowledge of any material fault or material deficit in the Program or any nonconformance with the Electric Service Agreement, provided that this provision does not impose upon Municipality any affirmative duty to inquire of any such fault or deficit, and provided further that the failure of Municipality to provide such notice shall not relieve Service Provider of its obligations under this Agreement.
- D. Reasonably cooperate in the development of the Plan and all required regulatory consultations, filings and proceedings.
- E. Reasonably assist the Service Provider by placing at its disposal all public information necessary for performance of the services for the project, upon reasonable request by Service Provider.
- F. Nothing herein shall be construed to require the Municipality to approve an Electric Service Agreement with a competitive supplier.

- III. **Term and Termination.** The Agreement shall commence on the Effective Date and shall continue through the full term, or any extension or early termination, of any Electric Service Agreement(s) between the Municipality and a competitive supplier entered into during the term of this Agreement, or as otherwise mutually agreed to by Municipality and the Service Provider, subject to any applicable law. Municipality may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is

Commented [B1]: We should better understand the term of the Agreement under this. Let's discuss with Good Energy.

terminated by Municipality prior to expiration of the current Electric Service Agreement(s), except for termination due to a material default of Service Provider, Service Provider ~~shall~~ should be paid the fee included for Service Provider in the Electric Service Agreement for the volume of electricity purchased for the Program by the current competitive supplier(s) from the date of the termination of this Agreement through the next meter read date following the expiration of the current Electric Service Agreement(s), provided that nothing in this Agreement prevents Municipality from terminating, without penalty or liability under this Agreement, any Electric Service Agreement in accordance with the terms of such agreement or as allowed by law. In no event shall the Municipality be responsible for any of the Service Provider's fee

IV. Payment. Subject to the Municipality's termination rights described in Section III, Municipality agrees that Service Provider's fees will be paid by the selected competitive supplier per kWh (volumetrically) for electricity purchased for the duration of the Electric Service Agreement, which fee shall be \$0.001 per kWh. In the event the Municipality elects not to proceed with the Program, the Service Provider shall not receive a fee. In no event shall the Municipality be responsible for any of the Service Provider's fee

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Municipality. Neither the Service Provider nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the Municipality within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Municipality of a partnership, association, or joint venture.

VI. Indemnification.

A. Professional Liability. Relative to any and all claims, losses, damages, liability and cost, the Service Provider agrees to indemnify, defend and save Municipality, its officers, officials, and employees harmless from and against any and all claims, suits, actions or claims for property losses, damages, ~~or~~ personal injury or death claimed to arise from a negligent act, error or omission by the Service Provider or its officers, employees or agents.

B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless the Municipality, and its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and legal expenses, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of the Service Provider, its agents, or anyone directly employed by them or anyone for whose acts they may be responsible, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to an indemnified party or person described in this paragraph.

C. The indemnification provisions above are in addition to, and not in limitation of, any other rights and remedies available to the Municipality under this Agreement, at law, and in equity.

D. The obligations under this Article VI shall survive the conclusion or termination of this Agreement.

VII. Insurance.

A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which the Service Provider and its officers, officials and employees may be legally responsible, with a deductible not to exceed \$50,000 without prior written approval. The Service Provider shall maintain said coverage for the entire Agreement period and for a minimum of one year after completion of the work under the Agreement or the expiration of the Agreement, whichever is later.

B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance as set forth in the Certificate of Liability Insurance of Good Energy the Service Provider.

C. All of the above referenced insurance shall be maintained in full force and effect during the life of this Agreement, and for one year beyond where specified.

D. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to maintain insurance of the type and amounts provided in this section.

E. The following requirements and conditions shall apply to the respective insurance:

a. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those required herein;

b. The Service Provider's insurance shall not call upon the Municipality's insurance, and shall be primary in all respects to any insurance the Town may have;

c. The Municipality shall not be responsible for any insurance deductible;

d. All insurance shall be obtained from insurance companies authorized to transact insurance business in the Commonwealth of Massachusetts;

e. All insurance policies must be provided to the Municipality prior to the start of this Services;

Commented [B2]: We need to see and attach this Insurance Certificate or else list the required liability insurance categories, the minimum amounts and the provisions. I assume it includes General/Public Liability Insurance, Motor Vehicle and Workers' Compensation.

f. The Municipality and its elected and appointed officials, employees, servants, and agents shall be additional insured on all liabilities policies referenced above;

g. The Municipality, through its Town Administrator, shall be a Certificate Holder on all insurance policies;

h. The insurance policies and certificates must state that they may be canceled or amended only if the Municipality is given a minimum of twenty (20) days written notice; and

i. All liability policies shall be written on an “occurrence basis”.

VIII. Form I-9 Verification and Right to Audit.

- A. Service Provider represents that the individuals employed by the Service Provider in any capacity, including, but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. The Service Provider represents and warrants that it has completed the I-9 verification process for all individuals the Service Provider has performing services for Municipality. Municipality maintains the right to audit the Form I-9s for all individuals the Service Provider has performing services for Municipality every six (6) months. Municipality will provide the Service Provider with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Municipality’s audit request, the Service Provider shall provide copies of all Form I-9s and any supporting documentation for all individuals who the Service Provider had performing services for Municipality at any time subsequent to the date upon which Municipality gave notice of the preceding Form I-9 audit. Notwithstanding the foregoing, neither the performance nor lack of performance of any audit by the Municipality, nor any failure of the Municipality to share the results of any such audit with Service Provider, shall relieve Service Provider of its obligations under this provision.
- B. The Service Provider agrees to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of the Service Provider’s hiring or retention of any individual who is not authorized to work in the United States.
- C. Service Provider agrees to require any consultant or sub-consultant providing services hereunder to represent and warrant that any of its employees, subcontractors, agents and independent contractors are authorized to work in the United States and that it has completed the I-9 verification process for all individuals performing services hereunder. In addition, Service Provider shall cause any consultant or sub-consultant to indemnify, defend and hold harmless Municipality in accordance with Section VI of the Agreement for any issue arising out of such consultant’s or sub-consultant’s hiring or retention of any individual who is not authorized to work in the United States.

Commented [B3]: Erin – please ask Good Energy where in the RFP/Technical Proposal the Town’s general right to audit is addressed.

IX. Taxes and Certifications.

- A. Service Provider is subject to and responsible for all applicable federal, state, and local taxes, and certifies, under pain and penalties of perjury, that it has complied with all laws

of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support in accordance with M.G.L. c. 62C, sec. 49A(B).

- B. Municipality represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request.
- C. Service Provider has the following federal identification number for income tax purposes: 43-2003973
- D. Service Provider certifies that it is not debarred from entering into a public contract in the Commonwealth of Massachusetts pursuant to M.G.L. c. 29, sec.29F.

X. Assignment. Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.

XI. Entire Agreement / Amendment. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the duly authorized representatives of both parties in accordance with the laws of the Commonwealth of Massachusetts.

XII. Discrimination. To the extent the following applies, Service Provider shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation the requirements of M.G.L. c. 151B, Title VII of the Civil Rights Act of 1964, Title 11 of the American With Disabilities Act of 1990, and any and all rules, waivers, regulatory guidance and regulations promulgated by the Department of Public Utilities.

XIII. Confidential and Proprietary Information.

- A. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature, including trade secrets, pursuant any applicable statute or regulation including M.G.L. c. 25, sec. 5D and M.G.L. c. 30A. The Parties agree that, except as otherwise provided by law, and subject to the last sentence of this paragraph, any document disclosed by a Party and conspicuously marked on the face of such document as proprietary and confidential shall only be disclosed to officials, employees, representatives, and agents of either Party. Notwithstanding the foregoing, the good faith efforts of the Service Provider or the Municipality to comply with the state open meeting law and public records law, or with a decision or order of a court or governmental entity with jurisdiction over the Municipality, shall not be a violation of this Section.
- B. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Service Provider's confidential proprietary information, will remain the sole property of the Municipality. The Service Provider must promptly deliver all Data to the Municipality at the Municipality's request. The Service Provider is responsible for the care and protection of the Data until that delivery. The Service Provider may retain one copy of the Data for the Service Provider's records, subject to the Service Provider's continued compliance with the provisions of this Agreement.

C. **Limitations on Customer Information.** Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information pursuant to applicable laws and regulations. Municipality and Service Provider agree that customer-specific information provided to the Municipality in accordance with the Program and any agreements with the applicable LDC shall be treated as confidential to the extent required by law, including M.G.L. c. 93H, and any applicable LDC agreement or tariff. To protect the confidentiality of customer information:

1. Service Provider access to customer information is limited to those authorized representatives or duly licensed consultants of Service Provider, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.
2. Service Provider warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
3. Service Provider and Municipality acknowledge and agree that customer information remains the property of the Municipality and that material breaches of confidentiality will constitute a default of this Agreement.

D. **Proprietary Rights, Survival.** The obligations under this Article XIII shall survive the conclusion or termination of this Agreement for two (2) years of such longer period of time as may be required by applicable law or regulation.

XIV. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the Commonwealth of Massachusetts, in including Massachusetts conflict of law provisions. in any court of competent jurisdiction within the Commonwealth of Massachusetts. Jurisdiction and venue over any dispute, action or suit arising from this Agreement shall be in the Middlesex Superior Court, currently in Woburn, except to the extent that said court does not have subject matter jurisdiction, in which case the jurisdiction and venue should be the Woburn District Court. The parties shall subject themselves to the personal jurisdiction of these respective courts for the entry of any such judgment and for the resolution of any dispute, action, or suit. Service Provider agrees to accept service of process by certified mail at the address provided herein. In the alternative, by agreement of the parties, any such controversy or claim may be submitted for arbitration within the Commonwealth of Massachusetts pursuant to the applicable rules of the American Arbitration Association or as otherwise agreed to by the parties.

XV. **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provision by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XVI. **Waiver.** No failure on the part of the Municipality to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right.

XVII. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

XVIII. Compliance with Laws. Service Provider shall comply with all applicable laws and regulations in the performance of the Services.

XIV. Notices

All notices shall be mailed by certified mail/return receipt requested or by overnight mail service to the respective addresses set forth below, or to such other person and/or address as the respective party may by proper written notice as required herein provide to the other party.

Notice to the Municipality shall be sent to:

Town Administrator
Stoneham Town Hall
35 Central Street
Stoneham, Massachusetts 02180

Notice to Service Provider:

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY/TOWN OF _____

By its ~~Mayor or Board of Selectmen~~ Town Administrator (Signature and Printed Name)

Signature:

Printed name:

Approved as to legal form

GOOD ENERGY, L.P.

By: Good Offices Technology Partners, LLC, its General Partner

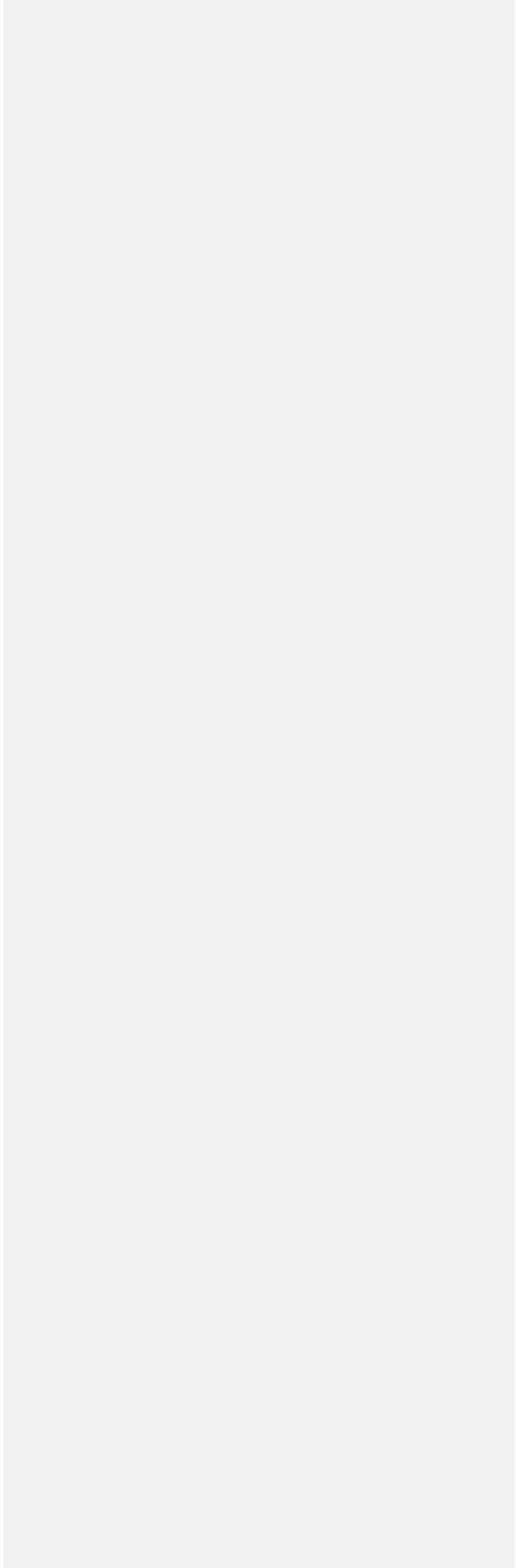
BY: _____, duly authorized

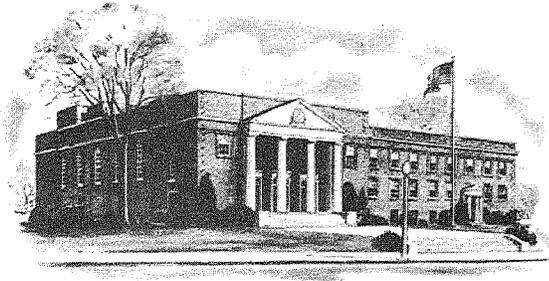
PRINTED NAME OF SIGNATORY: Maximilian Hoover

TITLE OF SIGNATORY: Manager

Exhibit 1: Request for Proposals

Exhibit 2: Service Provider's Technical and Price Proposal





TOWN OF
STONEHAM
MASSACHUSETTS

Town of Stoneham COMPLETE STREET POLICY	
Effective Date	July 1, 2016
Expiration Date	None
Date Last Revised	
Selectmen vote to introduce policy	June 2, 2016
Selectmen vote to adopt policy	TBD

COMPLETE STREETS POLICY

Vision and Purpose:

The Town of Stoneham’s Complete Streets Policy identifies the Town’s commitment to Complete Streets and set a plan for implementation of Complete Streets. Stoneham is a mature inner-core suburb located 10 miles north of Boston at the junction of Interstates 93 and 95, which provides residents with strong access to Boston and regional job centers. Stoneham’s size makes gives it a potential to be a very walkable community. Forty-Five percent of residences are within a 1 mile walking distance of the Stoneham Town common and almost 40% to 60% are within ½ mile walking distance of the main street retail district. Furthermore, the vast majority of students in Stoneham (96.6%) do not have bus transportation. Stoneham recognizes the need to better balance between different transport modes in our transportation planning and projects.

Complete Streets principles will tie together existing resources within Stoneham including a new Bikeway/Greenway, the Town Common, and local retail businesses, contributing to economic viability and safety. It will improve the safety, health, and quality of life in our community by providing accessible and efficient connections between home, school, work, recreation and retail destinations and enhance the pedestrian and vehicular environments throughout the community.

Stoneham’s Complete Streets policy will accommodate all road and sidewalk users by creating a road network that meets the needs of individuals utilizing a variety of transportation modes. It is the intent of the Town of Stoneham to formalize the plan, design, operation and maintenance of streets so that they are safe for all users of all ages and abilities as a matter of routine. Complete Streets addresses safety and accessibility for all the users of our roadways, trails and transit systems. This policy directs decision-makers to consistently plan, design, and construct streets to accommodate all anticipated users including, but not limited to pedestrians, bicyclists, motorists,

transit riders, and commercial and emergency vehicles. The Town of Stoneham recognizes that all users of various modes of transportation, including people of all ages and abilities, are legitimate users of streets and deserve safe facilities.

Core Commitment:

The Town of Stoneham recognizes that all projects, new, maintenance, or reconstruction, are potential opportunities to apply Complete Streets design principles. The Town will, to the maximum extent practical, design, construct, maintain, and operate all streets to provide for a comprehensive and integrated street network of facilities for people of all ages and abilities.

Where feasible, Complete Streets design recommendations shall be incorporated into all publicly and privately funded projects as appropriate. All transportation infrastructure and street design projects requiring funding or approval by the Town of Stoneham, as well as projects funded by the state and federal government, such as the Chapter 90 funds, City improvement grants, Transportation Improvement Program (TIP), the MassWorks Infrastructure Program, Community Development Block Grants (CDBG), Capital Funding and other state and federal funds for street and infrastructure design shall adhere to (comply with) the Town of Stoneham Complete Streets Policy. Private developments and related street design components or corresponding street-related components shall adhere to (comply with) the Complete Streets principles. In addition, to the extent practical, state-owned roadways will comply with the Complete Streets resolution, including the design, construction, and maintenance of such roadways within Town boundaries.

Transportation infrastructure may be excluded, upon approval by the Board of Selectmen, where documentation and data indicate that:

1. Facilities where specific users are prohibited in Town Code or by law, such as interstate freeways or pedestrian malls. An effort will be made, in these cases for accommodations elsewhere.
2. Where cost or impacts of accommodation is excessively disproportionate to the need or probable use or probable future use.

Best Practices:

The Town of Stoneham Complete Streets policy will focus on developing a connected, integrated network that serves all road users of all abilities. Complete Streets will be integrated into policies, planning, and design of all types of public and private projects, including new construction, reconstruction, rehabilitation, repair, and maintenance of transportation facilities on streets and redevelopment projects.

Implementation of the Town of Stoneham Complete Streets Policy will be carried out cooperatively within all departments in the Town of Stoneham with multi-jurisdictional cooperation, to the greatest extent possible, among private developers, and state, regional, and federal agencies.

Complete Streets principles include the development and implementation of projects in a context sensitive manner in which project implementation is sensitive to the community's physical, economic, and social setting. The context-sensitive approach to process and design includes a range of goals by considering stakeholder and community values on a level plane with the project need. It includes goals related to livability with greater participation of those affected in order to gain project consensus. The overall goal of this approach is to preserve and enhance scenic, aesthetic, historical, and environmental resources while improving or maintaining safety, mobility, and infrastructure conditions.

The Town of Stoneham recognizes that "Complete Streets" may be achieved through single elements incorporated into a particular project or incrementally through a series of smaller improvements or maintenance activities over time.

The Town of Stoneham recognizes the importance of prioritizing projects and project areas in a cohesive manner to achieve the largest impact. Priority will be given to projects within a radius of the downtown retail district and radius from schools.

The latest design guidance, standards, and recommendations available will be used in the implementation of Complete Streets including:

- The Massachusetts of Department of Transportation [Project Design and Development Guidebook](#)
- The latest edition of American Association of State Highway Transportation Officials (AASHTO) [A Policy on Geometric Design of Highway and Streets](#)
- The United States Department of Transportation Federal Highway Administration's Manual on Uniform Traffic Design Controls (2009).
- The Architectural Access Board (AAB) 521CMR Rules and Regulations
- ADA Accessibility Standards (www.ada.gov)
- Documents and plans created for the Town of Stoneham, such as:
 - The Tri-Community Bikeway/Greenway 100% design plans (MassDOT, July 2015, MPO Project ID 604652)
 - [The Stoneham Town Center Strategic Action Plan](#) (MAPC December 2014)
 - Community Compact Complete Streets initiative (ongoing)

Complete Streets implementation and effectiveness should be constantly evaluated for success and opportunities for improvement. The town will develop performance measures to gauge implementation and effectiveness of the policies.

Implementation:

The Town shall make Complete Streets practices a routine part of everyday operations, shall approach every transportation project and program as an opportunity to improve streets and the transportation network for all users, and shall work in coordination with other departments, agencies, and jurisdictions to achieve Complete Streets.

The Town shall review and either revise or develop proposed revisions to all appropriate planning documents (master plans, open space and recreation plan, etc.), zoning and subdivision codes, laws, procedures, rules, regulations, guidelines, programs, and templates

to integrate Complete Streets principles in all Street Projects on streets. A committee of relevant stakeholders designated by the Town Administrator will be created to implement this initiative.

The Town shall maintain a comprehensive inventory of pedestrian and bicycle facility infrastructure, including accessibility of infrastructure. The information will prioritize projects to eliminate gaps in the sidewalk, street crossings and bikeway network.

The Town will reevaluate Capital Improvement Projects prioritization to encourage implementation of Complete Streets implementation.

The Town will make its best effort to train pertinent town staff and decision-makers on the content of Complete Streets principles and best practices for implementing policy through workshops and other appropriate means.

The Town will utilize inter-department coordination to promote the most responsible and efficient use of resources for activities within the public way and will make a best faith effort to coordinate with adjacent municipalities to ensure a seamless network of facilities for all users of the roadway.

The Town will seek out appropriate sources of funding and grants for implementation of Complete Streets policies.

Ann Marie O'Neill, Chairman

Caroline Colarusso, Vice Chairman

Anthony Wilson, Secretary

Thomas Boussy

George Seibold

TOWN OF STONEHAM

Website Update

June 2016

BASIC STATISTICS

- 12,000 users per month
- 500,000 page views a year
- Top content = Golf!
- Other top content:
 - Assessors, DPW, Events, Police
- 40% mobile users
- 70% from Google/Bing. 14% bookmarks

Town of Stoneham Massachusetts



Incorporated 1725

Where Do I Find?

Meeting Videos

 Search

- Home
- Departments
- Boards & Commissions
- FAQs
- About Stoneham
- Things To Do
- Weiss Farm

Citizen Action Center

- Pay Bills Online
- Hours of Operation
- Forms & Documents
- Subscribe to E-Alerts
- Comments/Questions
- Property Records
- Useful Links
- Contacts Directory

****WILLIAM STREET CONSTRUCTION NOTICE**** !
Read more



Town News

- Stoneham Recreation Department Summer Programs
- Stoneham Farmer's Market Thursdays 2PM to 6PM on the Town Common
- Job Opportunities for the Town of Stoneham
- Pop-Up Stoneham July Events
- Pop-Up Stoneham June Events

more...

Welcome to the new Town of Stoneham website

Calendar

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

All upcoming events

CODE RED
Emergency Communication Made Easy

Stoneham, MA
70°F Scattered Clouds
wU WEATHER UNDERGROUND

Click for weather forecast

SeeClickFix

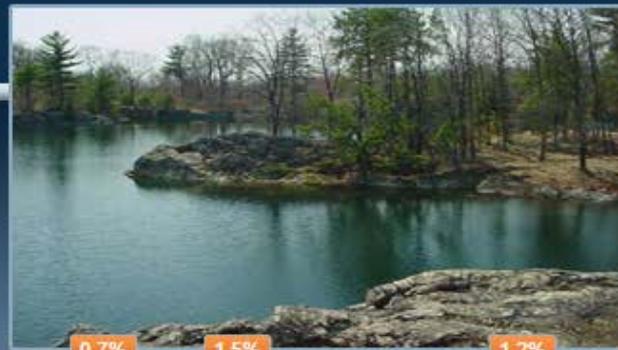
1 YEAR VIEW

of the Board of Selectmen and myself, we welcome you to the Stoneham's website. Town Officials recognize that municipal

Town of Stoneham Massachusetts



Incorporated 1725



1.1%

0.9%

Where Do I Find?

Meeting Videos

0.5%

6.8%

6.8%

1.1%

0.7%

1.5%

1.2%

Home

Departments

Boards & Commissions

FAQs

About Stoneham

Things To Do

Weiss Farm

6.8%

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Citizen Action Center

Pay Bills Online

Hours of Operation

Forms & Documents

Subscribe to E-Alerts

Comments/Questions

Property Records

Useful Links

Contacts Directory

3.2%

****WILLIAM STREET CONSTRUCTION NOTICE****

Read more



Town News

Stoneham Recreation Department Summer Programs

Stoneham Farmer's Market Thursdays 2PM to 6PM on the Town Common

Job Opportunities for the Town of Stoneham

Pop-Up Stoneham July Events

Pop-Up Stoneham June Events

1.8%

0.9%

8.0%

2.1%

2.4%

0.6%

more...

Welcome to the new Town of Stoneham website

Calendar

3.5%

June

S	M	T	W	T	F	S
		0.1%		0.1%	2	3
1.8%	2.2%	7	2.9%	1.2%	10	11
1.6%	1.4%	0.9%	0.1%	16	17	18
19	0.5%	0.5%	22	23	24	25
26	27	3.5%	29	30		

All upcoming events



Stoneham, MA
70°F Scattered Clouds
 WU WEATHER UNDERGROUND

Click for weather forecast

0.5%



1 WEEK VIEW

of the Board of Selectmen and myself, we welcome you to the oneham's website. Town Officials recognize that municipal

Website Searches (1 month)		1,525 % of Total: 100.00% (1,525)	20. recycle	6 (0.39%)	40. Hazardous waste	3 (0.20%)
			21. hours	5 (0.33%)	41. housing	3 (0.20%)
1. golf	14 (0.92%)		22. Parade	5 (0.33%)	42. Leaf pickup	3 (0.20%)
2. Police log	13 (0.85%)		23. permit	5 (0.33%)	43. Leaf pickup schedule	3 (0.20%)
3. unicorn	11 (0.72%)		24. shed	5 (0.33%)	44. liquor license	3 (0.20%)
4. passport	10 (0.66%)		25. Trash	5 (0.33%)	45. Mattress	3 (0.20%)
5. birth certificate	8 (0.52%)		26. video	5 (0.33%)	46. pool	3 (0.20%)
6. Birth certificate	8 (0.52%)		27. deck from property line distance	4 (0.26%)	47. pool permit	3 (0.20%)
7. James Armato	8 (0.52%)		28. hazardous waste	4 (0.26%)	48. recreation	3 (0.20%)
8. jobs	8 (0.52%)		29. memorial day	4 (0.26%)	49. Recycling sticker	3 (0.20%)
9. stevens street	8 (0.52%)		30. memorial day parade	4 (0.26%)	50. school department	3 (0.20%)
10. building permit	7 (0.46%)		31. parking	4 (0.26%)	51. schools	3 (0.20%)
11. leaf pickup	7 (0.46%)		32. Stevens Street Recycling Center	4 (0.26%)	52. steven street recycle	3 (0.20%)
12. police log	7 (0.46%)		33. Stick practice	4 (0.26%)	53. Town Code	3 (0.20%)
13. zoning	7 (0.46%)		34. water bill	4 (0.26%)	54. trash	3 (0.20%)
14. employment	6 (0.39%)		35. zoning map	4 (0.26%)	55. unicorn golf	3 (0.20%)
15. Hours	6 (0.39%)		36. animal control	3 (0.20%)	56. Yard waste	3 (0.20%)
16. leaf pick up	6 (0.39%)		37. bid	3 (0.20%)	57. 2016 water main project	2 (0.13%)
17. Leaf pick up	6 (0.39%)		38. Dump hours	3 (0.20%)	58. 612 Main Street	2 (0.13%)
18. Memorial Day parade	6 (0.39%)		39. Fence	3 (0.20%)	59. Animal control	2 (0.13%)
19. parking ticket	6 (0.39%)		40. Hazardous waste	3 (0.20%)	60. application form	2 (0.13%)
20. recycle	6 (0.39%)					

WEBSITE ISSUES

- Dated design
- Hard to find information
- Poor mobile experience
- Not accessible for people with disabilities
- Poor Social Sharing
- Speed

WEBSITE ISSUES

- Dated Design
 - Use new templates
 - Clean up home page.
- Hard to find information
 - More intuitive design
 - Re-organize mega
 - Research site usage & Update Nav
 - New Fast Find
 - Faceted Search (Department, date, type)
 - Best Bets in search (TBD)
 - Search Auto Complete (TBD)
 - Add Mega Menus & Fat Footer?
 - Improved SEO
 - Improve events
- Poor mobile experience
 - Implement full responsive design
- Not accessible for people with disabilities
 - Make site WCAG A or WCAG AA Compliant
- Poor Social Sharing
 - Micro Tagging
- Speed
 - Move to vendors newest platform

NEXT STEPS

- Confirm scope with vendor
- Define new navigation
- Create a modern design
- Update the site!
- Refine content based on searches



TOWN OF
STONEHAM

MASSACHUSETTS 02180

319 MAIN STREET
STONEHAM, MA 02180
(781) 438-4543

TOWN COUNSEL
WILLIAM H. SOLOMON, ESQ.

To: Ann Marie O'Neil, Chairwoman
Board of Selectmen

From: William H. Solomon
Town Counsel

Date: June 17, 2016

Subject: Verizon Cable License Renewal - Update

I am writing to provide an update on the Verizon Renewal License matter. We will be set for Tuesday regardless of whether or not counsel for Verizon and I are able to work out a "standstill" agreement prior thereto. (I just now received a response to my last proposal back from Verizon's counsel, he was under the weather the last few days and could not do so earlier.)

The status of this matter reflects the fact that Verizon did not make a decision to proceed ahead with renewal of its cable licenses in Massachusetts until fairly recently, and then had still not decided on an approach thereto. As a result, while Stoneham is among the first 2 or 3 communities in the Commonwealth to have a renewal on this 2nd round of renewal, it is nevertheless also a fact that Verizon has not reached a renewal license agreement with any other community in the Commonwealth to date. None of the short term back and forth on this is a problem, as long as Stoneham is, as we are very much doing, protecting its interests. (Any standstill agreement in Stoneham will be far more protective to the Town's interests than what Verizon has proposed elsewhere.) In that sense we are in the lead in the Commonwealth in doing so. The real issue is going forward is whether Verizon will enter a renewal license agreement which does not give it an "at-will" right to termination or to claim that it's business is being harmed by other multi-channel video providers other than cable licensees such that it should be able to cut back on its compensation to the Town or otherwise arbitrate that matter.

I have forwarded herewith some of the drafts that have gone back and forth with Verizon's counsel in the event I want to refer to any specifics of the matter on Tuesday. I do not currently anticipate that will be the case.

The Board should take a vote on this matter at its meeting of June 21, 2016. I will provide a memorandum and proposed motion prior to that time.

Please feel free to contact me if there are any questions.

Enclosures

William H. Solomon

From: John Harrington <jharrington@lawkhp.com>
Sent: Friday, June 17, 2016 10:24 AM
To: William H. Solomon
Subject: Stoneham Standstill Agreement
Attachments: Stoneham VZ Redline Draft Standstill Agreement.doc; Stoneham VZ Draft Standstill Agreement.doc

Bill-
Thanks again for your consideration during my absence.
I have attached a redline of your draft together with a clean copy for your review.
Please note that in the clean copy I had some formatting issues occasioned by the size of the font on your draft.
Look forward to finalizing the agreement at your earliest convenience.
Regards

*John L. Harrington
One Beacon Street
25th Floor
Boston, MA 02108
617.788.3111*



Kerbey Harrington Pinkard LLP

NOTICE: This message (including any attachments) from Kerbey Harrington Pinkard LLP may constitute an attorney-client communication and may contain information that is PRIVILEGED and CONFIDENTIAL and/or ATTORNEY WORK PRODUCT. If you are not an intended recipient, you are hereby notified that any dissemination of this message is strictly prohibited. If you have received this message in error, please do not read, copy, or forward this message. Please permanently delete all copies and any attachments and notify the sender immediately via e-mail.

ExchangeDefender Message Security: [Check Authenticity](#)

[DRAFT]
AGREEMENT
BY AND BETWEEN
THE TOWN OF STONEHAM, MA
AND
VERIZON NEW ENGLAND INC.
REGARDING FORMAL LICENSING PROCESS
(June __, 2016)

This Agreement entered into by and between the Town of Stoneham, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, as cable television licensing authority (“Town”), and Verizon of New England Inc. a New York Corporation, registered to do business in the Commonwealth of Massachusetts (“Verizon”).

WHEREAS, the Town issued a Cable Television Final License to Verizon on June 27, 2006.

WHEREAS, Verizon and the Town have each initially preserved their respective rights pursuant to Section 626(a) of the Cable Act (47 U.S.C. sec. 546(a)).

NOW THEREFORE, in consideration of the mutual understandings contained herein, the parties agree as follows:

1. The Town and Verizon shall consider the formal renewal process contained in section 626 of the Cable Act and applicable Massachusetts law stayed as of June --, 2016 (the “Effective Date”) while they conduct informal negotiations of a Renewal License Agreement to replace the Final License Agreement between the parties dated June 27, 2006.
2. The Town and Verizon agree that the purpose of the stay is to give the parties sufficient time to conduct informal negotiations without also satisfying requirements of a formal renewal process, and that the stay does not affect any right or obligation either party may have under the formal process.
3. For the purpose of computing any deadline for action by either party set forth in section 626 of the Cable Act or applicable Massachusetts law, only the periods before the Effective Date and after the stay is lifted as set forth in section (4) immediately below shall be counted.

4. Either party may, by written notice to the other party, declare the informal process at a close. The notice shall be sent by email to counsel for the other party with a hard copy delivered by express overnight delivery. The formal process shall be considered resumed as of the date the email notice is received by the receiving party.

5. If the formal process is resumed by notice and there is insufficient time to complete the formal process before the Final License Agreement expires, the parties shall amend the Final License Agreement to increase its term for a period not to exceed five (5) months so that the formal process may be completed.

6. The current "Final License" (Agreement) shall remain in full force and effect for the above referenced period of time, until October 26, 2016 or such earlier time that a Renewal License agreement is reached and said Renewal License is granted by the Town.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by each of them or their authorized representatives as of the respective date(s) set out below.

VERIZON NEW ENGLAND, INC.

**TOWN OF STONEHAM
BY ITS BOARD OF SELECTMEN**

Ann Marie O'Neill, Chairwoman

Print Name: _____

Thomas A. Boussy

Title: _____

[Signature page continued]

Dated: _____

Caroline Colarusso

George Seibold

Anthony Wilson

Approved as to legal form:

Town Counsel

[DRAFT]
AGREEMENT
BY AND BETWEEN
THE TOWN OF STONEHAM, MA
AND
VERIZON NEW ENGLAND INC.
REGARDING FORMAL LICENSING PROCESS
(June __, 2016)

This Agreement entered into by and between the Town of Stoneham, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, as cable television licensing authority ("Town"), and Verizon of New England Inc. a New York Corporation, registered to do business in the Commonwealth of Massachusetts ("Verizon").

WHEREAS, the Town issued a Cable Television Final License to Verizon on June 27, 2006.

WHEREAS, Verizon and the Town have each initially preserved their respective rights pursuant to Section 626(a) of the Cable Act (47 U.S.C. sec. 546(a)).

~~WHEREAS, the Town issued a Request For Proposal For Cable Television Renewal License ("RFP") to Verizon on February 26, 2016 (after an earlier suggestion by Verizon, responded to by the Town, to extend the time for both the issuance of a Request For Proposal by the Town and a responsive Proposal by Verizon, was not further addressed by Verizon);~~

~~WHEREAS, Verizon sought and was granted by the Town and extension of time to respond to the RFP to April 30, 2016;~~

~~WHEREAS, Verizon submitted a document denominated as an "Informal Proposal" to the Town, dated April 29, 2016, and received by the Town on April 30, 2016, stating that "Verizon is making this proposal at this time under the informal process set forth in Section 626 of the Federal Cable Act";~~

~~WHEREAS, Verizon now seeks to have the Town, by and through its Board of Selectmen, deem its "Informal Proposal" to be a formal proposal pursuant to Section 626(b) of the Cable Act (47 U.S.C. sec. 546(b)).~~

NOW THEREFORE, in consideration of the mutual understandings contained herein, the parties agree as follows:

~~1. The Town and Verizon agree to leave to a later date, as set out below, the question of whether Verizon's proposal to the Town, dated April 29, 2016, was an~~

~~informal or formal proposal, pursuant to Section 626 of the Cable Act (47 U.S.C. sec. 546).~~

~~2. The parties' goal is to reach an informal agreement on a cable license renewal and as such the parties further agree to work so as to reach such an agreement and renewal license on or before October 26, 2016. To the extent Verizon's proposal is hereinafter deemed by the Town or any other entity of competent jurisdiction to be a formal proposal, the Town shall have until October 26, 2016 to renew the license (franchise) or otherwise issue a preliminary assessment that the license (franchise) should not be renewed ("preliminary denial").~~

~~3. Nothing herein shall waive, prohibit or restrict (or be deemed to waive, prohibit or restrict) the rights of the parties to enter another agreement regarding the above referenced time period(s) or other time periods moving forward, including extending the time for the Town to issue a preliminary denial and/or a written statement of preliminary denial pursuant to 207 CMR 3.06(3). By entering into this Agreement, the parties are expressing their clear interest and intent on reaching an agreement and a Renewal License informally.~~

~~4. Subject to the provisions contained herein nothing in this Agreement shall waive or limit (or be deemed to waive or limit) the rights either Verizon or the Town may have under the relevant facts and circumstances pursuant to Section 626 of the Cable Act (47 U.S.C. sec. 546). Both parties reserve their rights as to the position as to whether the above referenced Verizon proposal was a formal or informal proposal.~~

1. The Town and Verizon shall consider the formal renewal process contained in section 626 of the Cable Act and applicable Massachusetts law stayed as of June --, 2016 (the "Effective Date") while they conduct informal negotiations of a Renewal License Agreement to replace the Final License Agreement between the parties dated June 27, 2006.
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5. If the formal process is resumed by notice and there is insufficient time to complete the formal process before the Final License Agreement expires, the parties shall amend the Final License Agreement to increase its term for a period not to exceed five (5) months so that the formal process may be completed.

5.6. The current "Final License" (Agreement) shall remain in full force and effect for the above referenced period of time, until October 26, 2016 or such earlier time that a Renewal License agreement is reached and said Renewal License is granted by the Town.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by each of them or their authorized representatives as of the respective date(s) set out below.

VERIZON NEW ENGLAND, INC.

**TOWN OF STONEHAM
BY ITS BOARD OF SELECTMEN**

Ann Marie O'Neill, Chairwoman

Print Name: _____

Thomas A. Boussy

Title: _____

[Signature page continued]

Dated: _____

Caroline Colarusso

George Seibold

Anthony Wilson

Approved as to legal form:

Town Counsel

William H. Solomon

From: John Harrington <jharrington@lawkhp.com>
Sent: Wednesday, June 15, 2016 9:46 AM
To: William H. Solomon
Subject: Stoneham

Bill
Unfortunately I'm home with the flu today. Hope to be in the office tomorrow.
I'm planning on providing an amended standstill agreement responsive to your draft either tomorrow or Friday.
Regards

--

ExchangeDefender Message Security: Click below to verify authenticity
<https://admin.exchangedefender.com/verify.php?id=u5FDkHp2019477&from=jharrington@lawkhp.com>

William H. Solomon

From: William H. Solomon <attywhs@comcast.net>
Sent: Monday, June 13, 2016 12:28 PM
To: 'John Harrington'
Cc: 'Reddish, Jill M'
Subject: RE: Stoneham Extension Letter
Attachments: Proposed Agreement between Town of Stoneham and Verizon Regarding Cable License Renewal Process Now and Going Forward 06.13.16 Revised and Sent at 12.25 p.m..docx

John

Thank you.

Here is the somewhat revised agreement which includes the specific statement that the existing license agreement remains in effect.

As discussed, the goal is to put things on hold where they are. I am confident that the Town and Verizon will get to an informal agreement on this.

Look forward to hearing from you on Wednesday.

Thank you.

Bill
(c) 781-367-7500

From: John Harrington [<mailto:jharrington@lawkhp.com>]
Sent: Monday, June 13, 2016 12:14 PM
To: William H. Solomon
Cc: Reddish, Jill M
Subject: Stoneham Extension Letter

Bill-

Attached is the draft extension Letter for Stoneham we discussed on today's call.

I look forward to receiving your draft extension letter.

To confirm, I will get back to you Wednesday so that we can discuss the drafts.

Thanks

*John L. Harrington
One Beacon Street
25th Floor
Boston, MA 02108
617.788.3111*

KHP

Kerbey Harrington Pinkard LLP

NOTICE: This message (including any attachments) from Kerbey Harrington Pinkard LLP may constitute an attorney-client communication and may contain information that is PRIVILEGED and CONFIDENTIAL and/or ATTORNEY

[DRAFT]
AGREEMENT
BY AND BETWEEN
THE TOWN OF STONEHAM, MA
AND
VERIZON NEW ENGLAND INC.
REGARDING FORMAL LICENSING PROCESS
(June __, 2016)

This Agreement entered into by and between the Town of Stoneham, a Massachusetts municipal corporation, acting by and through its Board of Selectmen, as cable television licensing authority (“Town”), and Verizon of New England Inc. a New York Corporation, registered to do business in the Commonwealth of Massachusetts (“Verizon”).

WHEREAS, the Town issued a Cable Television Final License to Verizon on June 27, 2006.

WHEREAS, Verizon and the Town have each initially preserved their respective rights pursuant to Section 626(a) of the Cable Act (47 U.S.C. sec. 546(a)).

WHEREAS, the Town issued a Request For Proposal For Cable Television Renewal License (“RFP”) to Verizon on February 26, 2016 (after an earlier suggestion by Verizon, responded to by the Town, to extend the time for both the issuance of a Request For Proposal by the Town and a responsive Proposal by Verizon, was not further addressed by Verizon);

WHEREAS, Verizon sought and was granted by the Town and extension of time to respond to the RFP to April 30, 2016;

WHEREAS, Verizon submitted a document denominated as an “Informal Proposal” to the Town, dated April 29, 2016, and received by the Town on April 30, 2016, stating that “Verizon is making this proposal at this time under the informal process set forth in Section 626 of the Federal Cable Act”.

WHEREAS, Verizon now seeks to have the Town, by and through its Board of Selectmen, deem its “Informal Proposal” to be a formal proposal pursuant to Section 626(b) of the Cable Act (47 U.S.C. sec. 546(b)).

NOW THEREFORE, in consideration of the mutual understandings contained herein, the parties agree as follows:

1. The Town and Verizon agree to leave to a later date, as set out below, the question of whether Verizon’s proposal to the Town, dated April 29, 2016, was an

informal or formal proposal, pursuant to Section 626 of the Cable Act (47 U.S.C. sec. 546).

2. The parties' goal is to reach an informal agreement on a cable license renewal and as such the parties further agree to work so as to reach such an agreement and renewal license on or before October 26, 2016. To the extent Verizon's proposal is hereinafter deemed by the Town or any other entity of competent jurisdiction to be a formal proposal, the Town shall have until October 26, 2016 to renew the license (franchise) or otherwise issue a preliminary assessment that the license (franchise) should not be renewed ("preliminary denial").

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4. Subject to the provisions contained herein nothing in this Agreement shall waive or limit (or be deemed to waive or limit) the rights either Verizon or the Town may have under the relevant facts and circumstances pursuant to Section 626 of the Cable Act (47 U.S.C. sec. 546). Both parties reserve their rights as to the position as to whether the above referenced Verizon proposal was a formal or informal proposal.

5. The current "Final License" (Agreement) shall remain in full force and effect for the above referenced period of time, until October 26, 2016 or such earlier time that a Renewal License agreement is reached and said Renewal License is granted by the Town.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by each of them or their authorized representatives as of the respective date(s) set out below.

VERIZON NEW ENGLAND, INC.

**TOWN OF STONEHAM
BY ITS BOARD OF SELECTMEN**

Ann Marie O'Neill, Chairwoman

Print Name: _____

Thomas A. Boussy

Title: _____

[Signature page continued]

Dated: _____

Caroline Colarusso

George Seibold

Anthony Wilson

Approved as to legal form:

Town Counsel

William H. Solomon

From: William H. Solomon <attywhs@comcast.net>
Sent: Monday, June 13, 2016 11:08 AM
To: 'Reddish, Jill M'; 'John Harrington'
Subject: RE: [E] RE: Stoneham FiOS TV Renewal

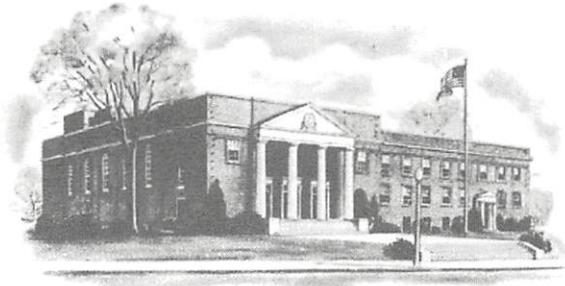
Jill and John



Proposed
Agreement bet...

Attached as we are discussing.

Bill



TOWN OF
STONEHAM

MASSACHUSETTS 02180

319 MAIN STREET
STONEHAM, MA 02180
(781) 438-4543

TOWN COUNSEL
WILLIAM H. SOLOMON, ESQ.

To: Ann Marie O’Neil, Chairwoman
Board of Selectmen

From: William H. Solomon
Town Counsel

Date: June 3, 2016

Subject: Verizon Cable License Renewal

On April 30th, Verizon submitted an “Informal Proposal” to the Town in response to a Request For Proposal sent to Verizon on February 26, 2016. (The Proposal was provided to the Board at that time. See the PDF attached hereto.)

The Proposal has many substantive shortcomings, including the following proposals:

- (i) 5-year length of the License, rather than 10 years;
- (ii) The right of Verizon to terminate the License upon 60-days notice at any time;
- (iii) The right of Verizon to modify or terminate the License based upon a change of law with respect to the Town’s right to require or impose obligations on a Video Service Provider (“VSP”), including Verizon or if the Board of Selectmen “enters into any franchise, agreement, license, or grants any other authorization to another VSP to provide Video Programming ...” ;
- (iv) A limitation on service new dwelling units if cable service cannot be provided by Verizon’s existing network.
- (iv) An inadequate definition of “Gross Revenues”;
- (v) Inadequate capital funding for facilities and equipment;
- (vi) Inadequate provision for PEG Access video return; and
- (vii) Changes to the Customer Service Standards the require further consideration.

Because Verizon submitted an “Informal Proposal” rather than the require formal proposal to the Town, I am proposing to Verizon that the Town accept the proposal as a “formal proposal” and that the dates for the Town to consider and act on the proposal therefore be extended, as set out in Attachment A).¹

I note that because Verizon did not decide its positions on key license issues, including the license term, its right to terminate or modify a license, and its capital funding approach, until very late in the license renewal process (approximately April and May of this year), as SINCE further complicated by the effects on the availability of its management team based on the recent labor dispute/strike, and because of the significant changes in license terms that Verizon proposes, Verizon has, to my knowledge, not reached a license renewal agreement with any Massachusetts municipality at this time.

The Board should take a vote on this matter at its meeting of June 21, 2016. I will provide a memorandum and proposed motion prior to that time.

Please feel free to contact me if there are any questions.

¹ Prior to the RFP being sent to Verizon, this office provided advance notification to Verizon of such intent. As a result of that notification, Verizon requested that the license renewal process remain informal, and in response thereto, this office forwarded a proposed procedural agreement reflecting that discussion. For various, if not apparent, reasons, Verizon was not able to respond to the proposed procedural agreement, and on February 26, 2016, the RFP was sent to Verizon. At Verizon’s request an extension of time until April 30, 2016 was granted for its submission of the Proposal. The proposal, referenced as being an informal proposal was submitted by Verizon on that date.



Charles D. Baker, Governor
 Karyn E. Polito, Lieutenant Governor
 Stephanie Pollack, Secretary & CEO
 Thomas J. Tinlin, Administrator



NON-PARTICIPATING AGREEMENT
NOTICE TO PROCEED

May 24, 2016

Town of Stoneham
 35 Central Street—1st Floor
 Stoneham, MA 02180

Agreement Number: 94176
 Action Item #: 33
 Action Item Date: May 18, 2016

Dear Maria Sagarino:

Enclosed is a signed copy of your Non-Participating Agreement with the Massachusetts Department of Transportation (MassDOT)—Highway Division.

This agreement between MassDOT, the Town of Stoneham, and Fairfield Stoneham Limited Partnership defines each entity's responsibilities regarding a traffic signal installation at the intersection of Fallon Road at North Border Road and Park Street in Stoneham.

In accordance with the terms of this agreement, you are hereby notified to commence work on May 12, 2016. The work is scheduled to be completed on April 14, 2017.

Sincerely,


 James E. Costello
 Director of Contracts and Records

JEC/smf

cc:

Fiscal
 Contracts and Records

E-mail:

Neil Boudreau, State Traffic Engineer
 Charles Hale, Highway Safety

2016 JUN -6 P 12:58
 REGISTRARS

Massachusetts Department of Transportation - Highway Division
Agreement **Amount Range: \$0 to \$100,000**

Originating Office: Safety Highway **Agreement #:** 94176
Agreement Type: Non-Participating Agreement **Project ID:** N/A
Project/Location: Stoneham - Intersection Traffic Signal Installation
Vendor/Party Name: Town of Stoneham Fairfield Stoneham Limited Partnership
Vendor/Party Address: 35 Central Street One Edgewater Drive
Stoneham, MA 02180 Norwood MA 02060
Original Max. Obligation: \$0.00 **Completion Date/Duration:** April 14, 2017
NTP Date: 5-12-2016 **Federal Aid Number:** N/A

Description:

Agreement between MassDOT, Fairfield Stoneham LP and the Town of Stoneham that defines each entities responsibilities regarding the traffic signal installation at the intersection of Fallon Road at North Border Road and Park Street in Stoneham.

Upon execution of this agreement, one copy should be sent to:

Maria Sagarino
 Town of Stoneham
 Town Hall, 1st Floor
 35 Central Street
 Stoneham MA 02180

Kevin Maley
 Fairfield Stoneham Limited Partnership
 c/o Fairfield Residential
 One Edgewater Drive
 Norwood MA 02060

cc: Charles Hale, Traffic Section

Submitted By:

Approved By:

Charles Hale May 6, 2016
 Manager, Electrical Systems Unit Date

Kevin Maley 5/12/16
 Chief Engineer Date

Neil EB May 9, 2016
 State Traffic Engineer Date

Mary M... 5/13/16
 General Counsel Date

N/R
 Budget/C.E.P.O. Date

N/R
 Highway Administrator Date

... 5-18-2016
 Director of Contracts & Records Date

N/R
 Secretary/CEO Date

DOT AWARD 03-25-2010

(Handwritten initials)

Item Number: 33
 Date: MAY 18 2016

AGREEMENT
(MASSACHUSETTS DEPARTMENT OF TRANSPORTATION AND
FAIRFIELD STONEHAM LIMITED PARTNERSHIP AND
THE TOWN OF STONEHAM)

Agreement Number 94176

AGREEMENT, made this 12th day of May, 2016, by and between the Massachusetts Department of Transportation hereinafter called "MassDOT," and Fairfield Stoneham Limited Partnership, hereinafter called the "Developer" and the Town of Stoneham, hereinafter called the "Town".

WHEREAS, the Developer desires to install sidewalks, traffic signals, and various utility improvements, on Fallon Road, North Border Road, and Park Street in the Town of Stoneham, County of Middlesex, in said Commonwealth, as shown on:

Traffic Control Signal Regulation No. AB-284-3056 dated, April 20, 2016

and as shown on a set of plans dated April 20, 2016 entitled:

FALLON ROAD/NORTH BORDER ROAD/PARK STREET
PROPOSED ROADWAY IMPROVEMENT PROJECT

In the Town of Stoneham

Middlesex County

The Commonwealth of Massachusetts

prepared by Tighe & Bond, Massachusetts, said plans being subject to review and approval by MassDOT before installation, and which said plans and permit are attached hereto and made a part thereof; and in accordance with the provisions of Highway Access Permit No. 4-2016-0164, dated April 14, 2016 to perform work on a state highway and made part of this agreement and

WHEREAS, the parties hereto have reached an agreement as to the apportionment of the work, the expense of carrying out said work, and the ownership and future maintenance thereof;

NOW THEREFORE, in consideration thereof, MassDOT and the Developer and the Town hereby agree, each with the other as follows:

DIVISION OF WORK

The Developer will furnish through its own contractor, all necessary labor, materials, equipment, and other services necessary for the installation of a new traffic control signal and roadway improvements as indicated above and as shown on the attached plans.

The Developer shall be responsible for painting the traffic signal equipment (mast arm structures, pedestal, poles, and controller cabinet) Gray/Silver.

The Developer agrees that all work done under this Agreement will be done in accordance with MassDOT's "Standard Specifications for Highways and Bridges," Dated 1995, as amended, and the 2009 *Manual on Uniform Traffic Control Devices* (MUTCD)¹ and amendments as adopted by MassDOT.

The Developer agrees to require its contractor to provide and cause to be maintained Public Liability Insurance and Property Damage Liability Insurance, and also, Contractor's Protective Public Liability and Property Damage Liability Insurance on behalf of the Commonwealth and the Developer, in conformance with Section 7.05B of the hereinbefore defined "Standard Specifications for Highways and Bridges" and to furnish evidence of such insurance to MassDOT.

The Developer agrees to require its contractor to provide a Performance Bond and a Payment Bond on behalf of the Developer and Commonwealth in conformance with Section 3.04 of the hereinbefore defined "Standard Specifications for Highways and Bridges". The performance bond and payment bond shall be for the full amount of the work within the State Highway Layout.

The Developer may solicit bids and award a contract prior to the completion of the MassDOT review process with the understanding that the Developer shall be responsible for any and all adjustments to the contract documents and/or change orders which are made as the result of the MassDOT review comments.

The Developer agrees that work will not commence without written permission from the District Highway Director of MassDOT, District 4. Prior to the commencement of any work, a pre-construction conference may be required by MassDOT. If required, it shall be held at the District 4 Administrative office, located at 519 Appleton Street in Arlington MA.

Contractors and subcontractors must be pre-qualified by MassDOT for the type of work they are conducting. All traffic signal equipment and components utilized and installed

¹ Manual on Uniform Traffic Control Devices; Federal Highway Administration; Washington, DC; 2009.

on this project shall be included on the MassDOT Qualified Traffic Control Equipment List.

The Developer, at its sole cost and expense, will furnish an engineer for proper inspection services necessary during the prosecution of work, and in turn, MassDOT will make periodic inspection for compliance with MassDOT standards.

Upon completion of the work, the Developer or its Engineer will be responsible for the final inspection and certification of compliance with specifications. All specifications must meet MassDOT's standards. The Developer shall comply with MassDOT's SOP No. HMD-60-03-3-00, issued 12/12/2008.

MassDOT reserves the right for final acceptance of the completed project.

DIVISION OF EXPENSE

The entire cost of said traffic control signal and roadway improvements as hereinbefore stated and as shown on said plans will be borne by the Developer.

OWNERSHIP AND FUTURE MAINTENANCE

Upon the completion of the reconstruction of the roadway and installation of said traffic control signal equipment and appurtenances to the satisfaction of MassDOT, title to said signals and appurtenances shall vest with MassDOT and MassDOT shall have the obligation and authority to operate and maintain said signals and appurtenances as installed.

Work under the maintenance agreement shall be in accordance with MassDOT's Supplemental Specification dated July 1, 2015.

All future maintenance and power costs for the traffic control signals and appurtenances shall reside with MassDOT.

Ownership of the emergency pre-emption system shall vest with the Town shall thereafter have the obligation and authority to operate and maintain the pre-emption system as installed. The Town agrees to contact the District 4 Traffic Operations Engineer 24 hours in advance of any scheduled maintenance that is to be performed on the emergency pre-emption system at the signalized intersection of *Fallon Road/North Border Road/Park Street* in Stoneham

MassDOT shall be responsible for maintaining its equipment, with the exception of the paint applied to the mast arm structures, pedestal poles and controller cabinet.

The Town agrees to periodically inspect and repaint any blemishes or sections of the mast arm structure(s), pedestal poles and the controller cabinet that show areas of corrosion, in accordance with the *Standard Specifications for Highways and Bridges* issued by the Commonwealth of Massachusetts, latest edition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FAIRFIELD, STONEHAM LIMITED PARTNERSHIP, a Delaware limited partnership

By: BF VAMF II GP LLC, a Delaware limited liability company, its general partner

Signature

Jon A. MacDonald

Printed Name

General Counsel and Senior Vice President

Title

3.24.16

Date

Date

CERTIFICATE OF SIGNATORY

This will attest that the above-named individual is duly authorized and empowered to execute and deliver this Agreement on behalf of the FAIRFIELD, STONEHAM LIMITED PARTNERSHIP

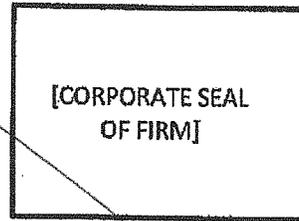
By: BF VAME II GP LLC, a Delaware limited liability company, its general partner

Signature

Printed Name

Title

Date



please see attached

MUNICIPALITY OF STONEHAM

David Ragucci

Signature

David Ragucci

Printed Name

Town Administrator

Title

Date

CERTIFICATE OF SIGNATORY

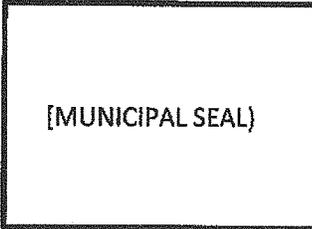
This will attest that the above-named individual is duly authorized and empowered to execute and deliver this Agreement on behalf of the Municipality of Stoneham

Maria Sagarino
Signature

Maria Sagarino
Printed Name

Town Clerk
Title

3/22/2016
Date



MASSACHUSETTS DEPARTMENT OF TRANSPORTATION – HIGHWAY DIVISION

[Signature] 5-12-2016
Chief Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of San Diego }

On March 24, 2016 before me, Sarah E. Loy, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Jon A. Macdonald
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Sarah E. Loy*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Mass DOT Agreement Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer Is Representing: _____