

**Select Board
Hearing Room
Stoneham Town Hall
35 Central Street
Tuesday, March 19, 2019
7:00 P.M.**

ITEM	TIME	DESCRIPTION	DISPOSITION
Open Session (Hearing Room)			
1	7:00 p.m.	Pledge of Allegiance	
Citizens' Comments			
2		Public Comment	
Regular Business			
3		Town Counsel Appointment (vote required)	
4		Accept Donations (vote required): a. CDC – Bicycle Racks b. W.S. Development - \$1000 for SFD c. Eastern Bank - \$250/Wegman's Food Market - \$250 – Substance Abuse Coordinator	
5		Town Meeting Preparation – Number/Recommend/Sign Warrant Articles (vote required)	
6		Accept Minutes: 2/6/19; 3/12/19	

Member Items

7 Whistleblower – Caroline Colarusso

8 Decorum Policy – Shelly MacNeill

Town Administrator

9 Town Administrator’s Report – Dennis Sheehan

Miscellaneous

10 Non-Deliberative Announcements and Scheduling

GALVIN & GALVIN, PC

Attorneys and Counselors at Law

A Professional Corporation

10 Enterprise Street, Suite 3
Duxbury MA 02332-3315
(corner of Rtes 3A & 139)

Robert W. Galvin, Esq.
Robert E. Galvin, Esq.
William J. Galvin, Esq. (1898- d.1995)

Tel: (781) 934-5678 / (781) 834-4224
Facsimile: (781) 837-1030

February 26, 2018

VIA EMAIL AND FIRST-CLASS MAIL

George Scibold, Chairman
Town of Stoneham Board of Selectmen
35 Central Street
Stoneham, MA 02135

RE: ENGAGEMENT LETTER

Dear Mr. Scibold and Members of the Board of Selectmen:

On behalf of myself and Attorney Jon Witten, Attorney Barbara Huggins of Huggins and Witten, LLC, and Attorney John Clifford and Attorney Jaime Kenny, I wish to express our gratitude to have the continuing opportunity to be of service to the Town of Stoneham as Town Counsel and Labor Counsel. We continue to look forward to working with you and will do our best to provide the highest quality legal services in a responsive, efficient manner.

We agree that fundamental to a sound relationship is a clear understanding of the terms and conditions upon which we will be providing legal services. Accordingly, the purpose of this letter is to clarify and confirm again these terms and conditions.

1. **Legal Matters.** You have retained this firm to assist you in the majority of your legal work as it relates to the municipal/governmental functioning of the Town of Stoneham which will be general legal matters, attendance at town meeting and meetings of town boards and committees, land use and planning, labor matters and general legal issues. While this letter shall apply specifically to those services, the terms and conditions set forth herein shall also apply to any additional legal services that we may provide that are outside these matters.

2. **Responsibilities.** In reliance upon the information and guidance that you furnish us, we will provide legal counsel and assistance in accordance with this letter, will keep you reasonably informed of our progress and any developments, and will respond to your inquiries in a timely fashion. To enable us to respond effectively, the Town of Stoneham agrees to fully and accurately

Town of Stoneham Engagement Letter
Monday, February 26, 2018

disclose to us all the facts that may be relevant to the matters that we will be working on as counsel, or that we may otherwise request, and keep us informed of all developments relating to such matters. Stoneham will also assist and cooperate with us as appropriate in dealing with such matters.

3. **Staffing.** I will be the attorney primarily responsible for the representation; however, Attorneys Witten and Huggins and Attorneys Clifford and Kenny will take an active role in performing legal services at my direction. It is important to our relationship that you are satisfied with our services and responsiveness at all times. Please contact me if you have any questions or comments about our services, staffing, billing or other aspects of our representation.

4. **Professional Fees.** Our fees are based on the amount of time spent by attorneys and paralegals working on your matters. Each of us and our paralegals has an hourly billing rate based generally on our experience and special expertise. The hourly billing rate is multiplied by the time spent on behalf of the Town of Stoneham measured in tenths of an hour. You authorize us to expend such time as we in our sole discretion deem reasonably necessary on your matters. The hourly billing rates for our services as set forth in our Fee Proposal to the town shall be: \$175.00 per hour for me and fellow counsel and \$125.00 per hour for any paralegal work. From time to time, we may propose an adjustment to our hourly rates; however, this will be subject to your advance approval. Excepting for expenses and costs, the hourly rates for us includes all services performed by our legal secretaries. We have also agreed to a flat fee for calls and services as set forth in our initial proposal.

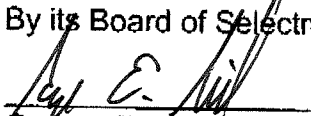
5. **Expenses and Costs.** In addition to our fees, the Town of Stoneham agrees to pay or reimburse us on a monthly basis for disbursements and other charges incurred during the representation.

6. **Billing.** I will send you a monthly itemized statement showing the attorneys' fees and disbursements incurred through the end of the monthly cycle which we would propose to be the 1st of each month. There will be one bill incorporating the fees and disbursements from all attorneys. In addition, if the account remains unpaid, in whole or in part, we may cease working on any Stoneham matter until the account is brought current. In the event we cease working on any matter in accordance with this paragraph, we will notify you promptly in writing.

7. **Termination of Legal Services.** This agreement to provide legal services will not terminate with the end of any particular matter and shall remain in effect during the term of our appointment by the town; however, the Town of Stoneham shall have the right to terminate our services and representation upon written notice to me. Any termination shall not relieve Stoneham of the obligation to pay for services rendered on behalf of the town prior to the date of the termination. We also reserve the right to withdraw from our representation with your consent or for cause. Cause may include the failure to honor the terms of this Engagement Letter and agreement, the failure to cooperate or follow advice in a material matter, irreconcilable differences, or any other circumstances that would in our view impair an effective attorney-client relationship with Stoneham or would render our representation unlawful or unethical. If we elect to do so, the town agrees to take all steps necessary to free us of any obligation to perform further, and will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal. The termination of our legal representation in this matter will fully

We, the Client and Attorney, have read this fee agreement and agree to its terms and have signed it as our free act and deed on this 1st day of March, 2018.

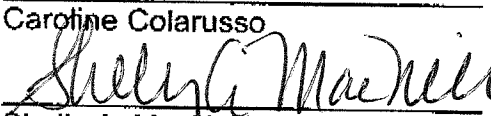
TOWN OF STONEHAM
By its Board of Selectmen



George E. Seibold, Chairman

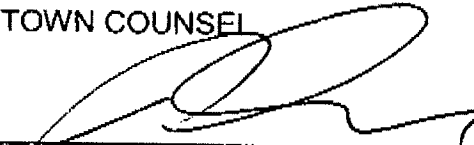


Anthony W. Wilson, Vice-Chairman

Caroline Colarusso


Shelly A. MacNeill

Thomas Boussy

TOWN COUNSEL


Robert W. Galvin, Esq.

The Client acknowledges receipt of a copy of this agreement.

**THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. YOU SO THAT
YOU UNDERSTAND THE AGREEMENT YOU ARE MAKING.**

ANNUAL MUNICIPAL FEE AGREEMENT

The Town of Stoneham, Massachusetts, a municipal corporation, with a usual place of business at 35 Central Street, Stoneham, Massachusetts hereby agrees to retain Robert W. Galvin, Esq. of Galvin & Galvin, PC (a/k/a Galvin & Galvin), the "Attorney/Firm,"¹ in connection with municipal legal services as Town Counsel for and on behalf of the Town of Stoneham, Massachusetts.

1. Time charges for the services will be billed by the firm monthly at the following hourly rate:

- (a) Robert W. Galvin, Esq. \$175.00/hr
Jon Witten, Esq.
Barbara Huggins Carboni, Esq.
John Clifford, Esq.
Jaime Kenney, Esq.

- (b) Paralegal \$125.00/hr

There shall also be a flat monthly charge of \$900.00 for miscellaneous for all routine telephone calls and emails which shall be split equitably between the attorneys.

The provisions of the Firm's Response to the Request for Proposals for Legal Services as Town Counsel is incorporated herein by reference.

2. Monthly billing shall be made for all attorneys' fees and charges on a monthly basis on or about the 1st date of each month. All billing shall be due and payable upon receipt. Failure to pay interim bills promptly will permit the Attorney/Firm, after notice to the Client, to terminate representation of the Client as permitted by applicable rules and law.

3. Time charges include but are not limited to board and commission appearances, waiting time, travel to and from courts, telephone conferences, telephone calls* to and from Client (all telephone calls are billed at a minimum of 1/10ths of an hour), office conferences, legal research, depositions, review of file materials and documents sent and received, drafting of pleadings, correspondence and memoranda, and preparation for board and commission hearings. *There shall be no cost for all routine monthly calls by and between the attorneys and the Town and town officials as per the Legal Proposal to the Town of Stoneham.

¹ Associated with the Firm for the purposes of the provision of Legal Services to Stoneham are the firms of the firm of Huggins & Witten, LLP of Duxbury and Newton, and Clifford & Kenny, LLP of Pembroke (that will focus on Labor and HR Issues)

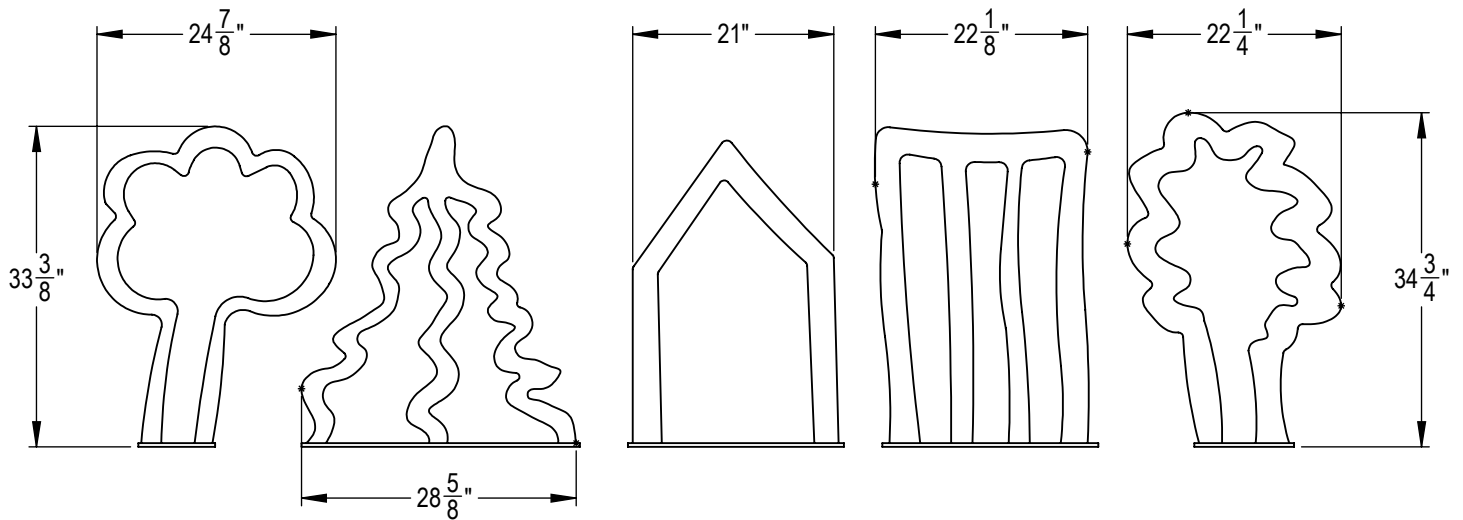
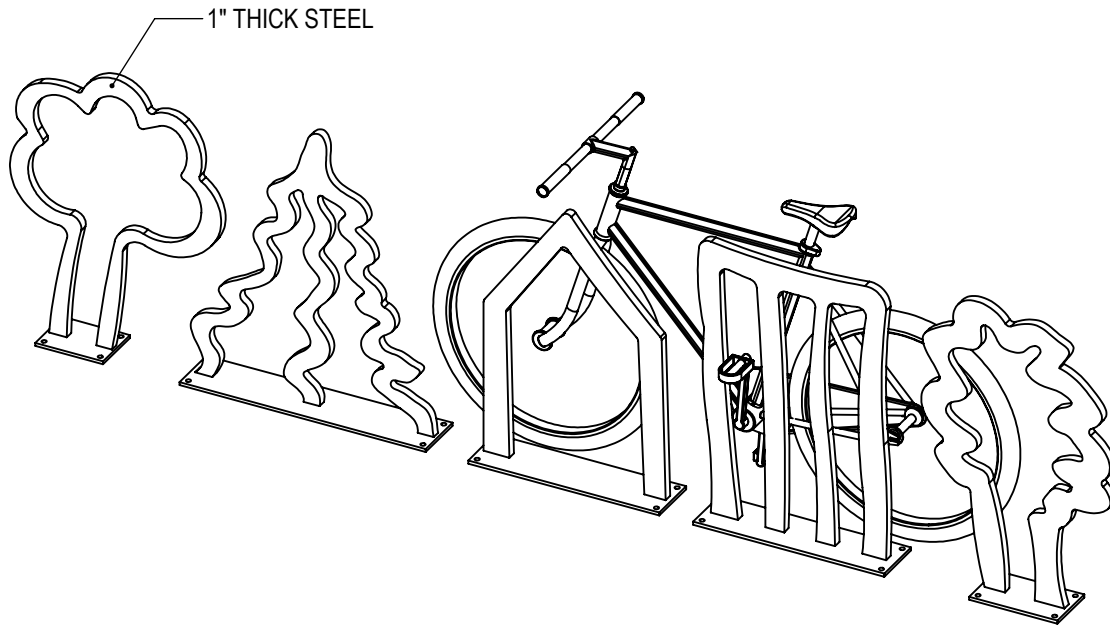
4. The client agrees to pay for costs incurred and out-of-pocket disbursements made by the Attorney, including, but not limited to, filing fees, witness fees, travel time to Court only, sheriff's and constable's fees, expenses of depositions, investigative expenses, expert witness fees, charges for photocopies and telephone, and other incidental expenses. The Attorney agrees to obtain the Client's approval before incurring any single cost or disbursement in excess of \$7,500.00.

5. File Retention and Destruction: At the conclusion of representation, we will retain your legal files for a period of three (3) years after we close our file. At the expiration of the 3 year period, we will destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs associated with researching, retrieving, copying and delivering such files.

6. Late Payment and Failure to Pay: If you fail to pay our statements in full on or before the due date set forth on the statements (30 days from billing date), we reserve the right to assess you with a monthly service charge equal to 1% of all fees, expenses and disbursements that are past due. This monthly service charge will be billed to you at the end of each month in which a late payment occurs. In no event will the service charge be greater than that permitted by any applicable law. In the event that we are required to file an action or proceeding to collect any late payment or assessed monthly service charge, you will be required to pay for all costs of collection, including without limitation all filing fees, third-party expenses and attorney fees incurred for our efforts in collecting such amounts. If we use our own attorneys or legal assistants to pursue such an action or proceeding, the fees charged shall be calculated on an hourly basis using the applicable hourly rates for the attorneys and legal assistants who perform such work. We will maintain a lien on all files in our possession and their content until we have received payment in full on all amounts due. In litigation matters in which a money judgment or settlement is rendered in your favor, we will maintain a lien on all proceeds thereof to the extent of any unpaid fees, expenses or disbursements.

CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT NO LEGAL REPRESENTATION, APPEARANCE, OR PREPARATION WILL BEGIN IN THIS MATTER UNTIL PAYMENT ON ACCOUNT AS SET FORTH IN PARAGRAPH ONE IS PAID IN FULL.





PART: CUSTBR-STONEHAM
DESCRIPTION: CUSTOM STONEHAM RACK

DATE: 8-29-18
ENG: SMC

CONFIDENTIAL DRAWING AND INFORMATION IS NOT TO BE COPIED OR DISCLOSED TO OTHERS WITHOUT THE CONSENT OF GRABER MANUFACTURING, INC. SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.

NOTES:

1. INSTALL BIKE RACKS ACCORDING TO MANUFACTURER'S SPECIFICATIONS.
2. CONSULTANT TO SELECT COLOR (FINISH), SEE MANUFACTURER'S SPECIFICATIONS.
3. SEE SITE PLAN FOR LOCATION OR CONSULT OWNER.

Kilbride, Dava

From: Grafton, Matt
Sent: Tuesday, March 5, 2019 2:59 PM
To: Kilbride, Dava
Subject: Redstone Donation

Hi Dava,

W.S. Development the owner of Redstone Shopping Center wants to donate \$1000 to the Fire Department for the purchase of 2 hydrogen cyanide meters. Could you put this gift on the agenda for the select board to accept?

Thanks,
Matt

**WARRANT FOR TOWN MEETING
MONDAY, MAY 6, 2019**

To either of the Constables of the Town of Stoneham in County of Middlesex, GREETING:

In the name of the Commonwealth of Massachusetts, you are directed to notify and warn the inhabitants of the Town of Stoneham qualified to vote in elections and Town affairs to meet in the Town Hall, 35 Central Street, on Tuesday, April 2, 2019, at seven o'clock in the forenoon to act on the following articles of the warrant:

Article 1. To choose the following officers:

Two (2) Select Board Members for three (3) years.

One (1) Town Clerk for three (3) years.

One (1) School Committee Members for three (3) years.

One (1) Board of Health member for three (3) years.

One (1) Planning Board Member for (5) years.

One (1) Board of Assessors Member for three (3) years.

One (1) Town Moderator for two (2) years

Two (2) Library Trustees for three (3) years.

One (1) Housing Authority Members for five (5) years.

For consideration of the following Articles, the meeting shall be adjourned to meet in the Town Hall at seven o'clock in the evening on Monday, May 6, 2019, in accordance with provisions of Article II, section 2-3 of the By-Laws of the Town of Stoneham.

Article 2. To choose all other necessary Town officers for the ensuing year in such a manner as the Town may determine.

Select Board

Article 3. To hear reports of Town officers and committees and to act thereon and to choose committees.

Select Board

Article 4. To see if the Town will vote to fix the salaries of the several elected officers and the Boards of the Town for the 2020 fiscal year:

Town Moderator	\$200
Board of Assessors	\$1,200
Select Board	\$3,000
Town Clerk	\$79,111

or do anything in relation thereto.

Select Board

Article 5. To see if the Town will vote to raise and appropriate the sum of \$625,000 for the capital projects set forth below, and to meet said appropriation to see whether the Town will vote to transfer the sum of \$275,000 from available funds and to borrow the sum of \$350,000 for such capital projects, including all incidental and related costs, all as set forth below, or do anything in relation thereto.

Department	Amount	Description	Funding Source
Arena	\$ 210,000.00	Arena Project Close Out	Available Funds
Town Planner	\$ 10,000.00	Green Communities Energy Updates	Available Funds
Fire	\$ 30,000.00	Portable Radios	Available Funds
Golf	\$ 25,000.00	Install Net at 3rd hole	Available Funds
Recreation	\$ 210,000.00	Clara Steele Playground Renovation	Bonding
Public Works	\$ 140,000.00	Streets (Paving)	Bonding
Total	625,000.00		

Select Board

Article 6. To see if the Town of Stoneham will vote to appropriate, borrow or transfer from available funds, an amount of money to be expended under the direction of Stoneham School Building Committee for a Feasibility Study of Stoneham High School located at 149 Franklin Street, Stoneham, Massachusetts, for which feasibility study the Town may be eligible for a grant from the Massachusetts School Building Authority. The MSBA's grant program is a non-entitlement, discretionary program based on need, as determined by the MSBA, and any costs the Town incurs in connection with the feasibility study in excess of any grant approved by and received from the MSBA shall be the sole responsibility of the Town, or do anything in relation thereto.

School Committee

Article 7. To see if the Town will vote to raise and appropriate from taxation or by transfer from available funds, such sums as may be necessary to defray Town charges for the ensuing fiscal year, including debt and interest and a reserve fund, or do anything in relation thereto.

Select Board

Article 8. To see if the Town will vote to transfer \$200,000 from the Water Enterprise Fund Retained Earnings to the account of Current Water Revenue to be used and applied by the Town Administrator to reduce the water rate, or do anything in relation thereto.

Select Board

Article 9. To see if the Town will vote to transfer \$350,000 from the Sewer Enterprise Fund Retained Earnings to the account of Current Sewer Revenue to be used and applied by the Town Administrator in the reduction of the sewer rate, or do anything in relation thereto.

Select Board

Article 10. To see if the Town will vote to amend the Fiscal Year 2019 total expenditure limitations for the Senior Center Revolving Fund authorized under Stoneham Town Code, Chapter 2, Administration, Article IX, Treasurer and Tax Collector, §2-60B, Revolving Fund Bylaw, set forth in as follows:

Revolving Fund	Department, Board, Committee, Agency or Officer	FY2019 Spending Limit
Council on Aging	COA Director	\$ 85,000

or do anything in relation thereto.

Select Board

Article 11. To see if the Town will vote to set Fiscal Year 2020 total expenditure limitations for the Revolving Funds authorized under Stoneham Town Code, Chapter 2, Administration, Article IX, Treasurer and Tax Collector, §2-60B, Revolving Fund Bylaw, set forth in as follows:

Revolving Fund	Department, Board, Committee, Agency or Officer	FY2020 Spending Limit
Recreation	Recreation Director	\$ 100,000
Farmers' Market	Farmers' Market Committee	\$ 20,000
Council on Aging	COA Director	\$ 85,000
Health Services	Health Director	\$ 25,000
Energy	Director of Planning & Community Development	\$ 100,000

or do anything in relation thereto.

Select Board

Article 12. To see if the Town will vote to amend the Stoneham Town Code, **Chapters 1 to 14A and 16 to 23 (excluding Chapter 15, Zoning)**, deleting the word “Selectmen” each time it appears in said Code and inserting the term “Select Board” in place thereof, and further, deleting the words “Board of Selectmen”, each time it appears, and inserting in place thereof the term “Select Board”, and further, the Town Clerk be authorized to make clerical, editorial or other adjustments to effectuate the purposes hereof, or do anything in relation thereto.

Town Clerk

Article 13. To see if the Town will vote to amend the Stoneham Town Code, **Chapter 15, Zoning**, deleting the word “Selectmen” each time it appears in said Code and inserting the term “Select board” in place thereof, and further, deleting the words “Board of Selectmen”, each time it appears, and inserting in place thereof the term “Select Board”, and further, the Town Clerk be authorized to make clerical, editorial or other adjustments to effectuate the purposes hereof, or do anything in relation thereto.

Planning Board

Article 14. To see if the Town will vote to amend the Stoneham Town Code, Chapter 15, Zoning By-law by amending the Zoning Map of the Town of Stoneham to add to the Residence B District the following described properties at 10 Orchard Street, 5 Glendale Road, and Summit Road:

10 ORCHARD STREET

That certain parcel of land, with all the buildings and improvements thereon, situated on the northerly side of Orchard Street in the Town of Stoneham, in the county of Middlesex, Commonwealth of Massachusetts shown as “10 Orchard Street, Map 19, Parcel 70” on a plan entitled ‘Plan of Land, 10 Orchard Street, 5 Glendale Road & Summit Road, Stoneham, Massachusetts, Prepared for: Larkin Real Estate Group, Inc; February 12, 2019; Scale: 1 inch equals 40 feet’; by A.S. Elliott & Associates, Inc., Professional Land Surveyors; P.O. Box 85, Hopedale, MA 01747, bounded and described as follows:

Beginning at a point on the northerly line of said Orchard Street, said point being at the intersection of the northerly line of said Orchard Street and the easterly line of Park Street;

Thence: N 21°25’05” W running a distance of two hundred twenty-two and forty-eight hundredths (222.48’) feet, the last line following the easterly line of said Park Street;

Thence: N 46°25’28” E running a distance of nine and ninety-three hundredths (9.93’) feet;

Thence: S 53°37’47” E running a distance of seventy-two and twenty-two hundredths (72.22’) feet to an iron rod, the last two lines bounding on land owned now or formerly by Guilene M. Jeanty;

Thence: S 53° 40’ 17” E running a distance of ninety (90.00’) feet;

Thence: S 66°58’20” E running a distance of one hundred (100.00’) feet to a point on the westerly line of Glendale Road, the last two lines bounding on land owned now or formerly by Inge Hunzelman;

Thence: S 23°02’59’ W running a distance of one hundred fifty (150.00’) feet to a point on the northerly line of said Orchard Street, the last line following the westerly line of said Glendale Road;

Thence: N 55°52’20” W running a distance of one hundred one and ninety-one hundredths (101.91’) feet;

Thence: N 68°49’55” W running a distance of five and ninety-five hundredths (5.95’) feet to the point and place of beginning, the last two lines following the northerly line of said Orchard Street.

Said parcel contains approximately 25,847 square feet or 0.69 acres.

5 GLENDALE ROAD

That certain parcel of land, with all the buildings and improvements thereon, situated on the westerly side of Glendale Road in the Town of Stoneham, in the county of Middlesex, Commonwealth of Massachusetts shown as “5 Glendale Road, Map 19, Parcel 71C” on a plan entitled ‘Plan of Land, 10 Orchard Street, 5 Glendale Road & Summit Road, Stoneham, Massachusetts, Prepared for: Larkin Real Estate Group, Inc; February 12, 2019; Scale: 1 inch equals 40 feet’; by A.S. Elliott & Associates, Inc., Professional Land Surveyors; P.O. Box 85, Hopedale, MA 01747’, bounded and described as follows:

Beginning at a point in the westerly line of said Glendale Road, said point being at the intersection of the westerly line of said Glendale Road and the southerly line of Summit Road;

Thence: S 23°02’59” W running a distance of one hundred forty (140.00’) feet, the last line following the westerly line of said Glendale Road;

Thence: N 66°58’20” W running a distance of one hundred (100.00’) feet;

Thence: N 53°40’17” W running a distance of ninety (90.00’) feet, the last two lines bounding on “Map 19, Parcel 70” as shown on said plan;

Thence: N 37°52’20” E running a distance of one hundred sixty-two and eight hundredths (162.08’) feet to a point on the southerly line of said Summit Road, the last line bounding on land owned now or formerly by Guilene M. Jeanty, and land owned now or formerly by Treacy Builders, Inc.;

Thence: S 52°37’25” E running a distance of one hundred fifty and eighty-two hundredths (150.82’) feet to the point and place of beginning, the last line following the southerly line of said Summit Road.

Said parcel contains approximately 26,389 square feet or 0.61 acres.

SUMMIT ROAD

That certain parcel of land, with all the buildings and improvements thereon, situated on the southerly side of Summit Road in the Town of Stoneham, in the county of Middlesex, Commonwealth of Massachusetts shown as “Summit Road, Map 19, Parcel 65” on that plan entitled ‘Plan of Land, 10 Orchard Street, 5 Glendale Road & Summit Road, Stoneham, Massachusetts, Prepared for: Larkin Real Estate Group, Inc; February 12, 2019; Scale: 1 inch equals 40 feet’; by A.S. Elliott & Associates, Inc., Professional Land Surveyors; P.O. Box 85, Hopedale, MA 01747’, bounded and described as follows:

Beginning at a point in the southerly line of said Summit Road, said point being at the end of said Summit Road;

Thence: S 52°37’25” E running a distance of forty-seven and sixty hundredths (47.60’) feet, the last line following the southerly line of said Summit Road;

Thence: S 37°52'20" W running a distance of one hundred ten and eight hundredths (110.08') feet, the last line bounding on land owned now or formerly by Inge Hunzelman;

Thence: N 33°07'14" W running a distance of one hundred twenty-five and one hundredth (125.01') feet, the last line bounding on land owned now or formerly by Guilene M. Jeanty;

Thence: N 51°53'00" E running a distance of seventy and fifty-nine hundredths (70.59') feet;

Thence: S 52°37'25" E running a distance of fifty-three and fifty-one hundredths (53.51') feet to the point and place of beginning, the last two lines bounding land owned now or formerly by Mosley Park Condominium Association.

Said parcel contains approximately 9,960 square feet or 0.23 acres.

Charles Houghton and 10 others

Article 15. To see if the Town will vote to amend the Stoneham Town Code, Chapter 15, Zoning By-law by amending the Zoning Map of the Town of Stoneham to add to the Residence B District the following described property at off of Rockville Park:

A certain parcel of land situated in Stoneham, Middlesex County, Commonwealth of Massachusetts bounded and described as follows:

Beginning at a point, said point being thirty and eighty hundredths feet (30.80') from the Northeasterly corner of land of Holahan Walker, thence running

S 69°- 33'-57"E by the southerly sideline of Rockville Park a distance of Forty-one and eighty-nine hundredths feet (41.89') to a Point, thence

Easterly And curving to the right along the arc of a curve having a radius of forty feet (40') and a length of one hundred four and fifty-five hundredths feet (104.55') to a point, thence

S 69° -33'-57"E a distance of fifty-nine and ninety hundredths feet (59.90') to a point, thence

N 21°- 32'-25"E a distance of eighteen and fifty hundredths feet (18.50') to a point, thence

S 78°- 40'-03"E a distance of one hundred one and seventeen hundredths feet (101.17') to a point, thence

S 04°- 31'-33"W a distance of two hundred forty-four and eighty hundredths feet (244.80') to a point, thence

N 83°-23'-55"W	a distance of forty-three and six hundredths feet (43.06') to a point, thence
N 67°-21'-29"W	a distance of one hundred fifteen and forty-nine hundredths feet (115.49') to a point, thence
N 26°-16'-49"E	a distance of seventeen and ninety-one hundredths feet (17.91') to a point, thence
S 73°-35'-13"W	a distance of one hundred twenty-nine and thirty-one hundredths feet (129.31') to a point, thence
N 50°-41'-47"W	a distance of seventy-nine and nineteen hundredth feet (79.19') to a point, thence
N 32°-03'-17"W	a distance of sixty-five and fifty-eight hundredths feet (65.58') to a point, thence
N 33°-31'-18"E	a distance of one hundred eighty-five and eighty-two hundredths feet (185.82') to the point of beginning.

The above described parcel of land contains an area of 75,592 S.F. and is more particularly shown as area to be rezoned on a plan entitled "Plan of Land for rezoning purposes, Rockville Park, Stoneham, MA" scale 1" = 30' prepared by Edward J. Farrell, P.L.S. dated February 25, 2019.

Charles Houghton and 10 others

Article 16. To see if the town will vote to amend portions of the zoning bylaw **Chapter 15, Section 4.7 USES PERMITTED IN HIGHWAY BUSINESS DISTRICT ON A SPECIAL PERMIT GRANTED BY THE PLANNING BOARD AND SITE PLAN APPROVAL BY THE BOARD OF SELECTMEN** by amending or adding the following sections of said zoning bylaw related to all districts with deletions shown as strikeouts and additions shown as underlines, as shown herein:

4.7.3.9 ~~Deleted (12-2-96). See Section 4.12.4.2~~ Veterinary Hospital

Steven Cicatelli and 10 others

Article 17. To see if the Town will vote to authorize the Town Administrator to lease for a term of years a portion of the premises known as Stoneham Arena and located at 101 Montvale Avenue, Stoneham, Massachusetts, including but not limited to a portion of the roof area, in compliance with Mass. Gen. L. c. 30B, for a solar facility, and to execute such other and further documents as may be necessary to effectuate the terms hereof, or do anything in relation thereto.

Select Board

Article 18. To see if the Town will vote to authorize the Town Administrator to negotiate and execute a PILOT (Payment in Lieu of Taxes) agreement to be negotiated by the Select Board and/or Town Administrator with the successful proposer of a solar facility on the premises at Stoneham Arena, 101 Montvale Ave, Stoneham, for the purposes of a solar array, or do anything in relation thereto.

Select Board

Article 19. To see if the Town will vote to accept the provisions of Mass. Gen. L., Chapter 59, Section 5N and pursuant thereto authorize the establishment by the Select Board a program to allow veterans, as defined in clause Forty-third of section 7 of chapter 4 or a spouse of a veteran in the case where the veteran is deceased or has a service-connected disability, to volunteer to provide services to the Town in exchange for which the Town shall reduce the real property tax obligations of that veteran on the veteran's tax bills and that said reduction shall be in addition to any exemption or abatement to which that person is otherwise entitled, or do anything in relation thereto.

Veteran's Agent

Article 20. To see if the Town will vote to amend Stoneham Town Code, Chapter 16, Article VIII, Social Host Responsibility, section 16-167 (e) and (f) with deletions shown with strikethrough and the additions shown as **bold** and further to amend the Stoneham Town Code, Chapter 1 General Provisions, Section 1-4A Non-section 1-4A Non-Criminal Disposition to include the fines associated with subsection (e) (1):

Sec. 16-167. Prohibition against consumption of alcoholic beverages or drugs by minors on private property.

(e) *Penalties.* Failure to comply with subsection (c) above shall constitute a violation of this ~~ordinance~~ **bylaw** punishable by a fine and/or prosecution as outlined below:

(1) *Fines.*

- a. A first violation of this ~~ordinance~~ **bylaw** shall be punishable by a warning which shall be issued by the Chief of the Stoneham Police Department
- b. A second violation of this ~~ordinance~~ **bylaw** at the same premises or by the same person, within a twelve (12) month period shall be punishable by a fine of \$150.00
- c. A third or subsequent violation of this ~~ordinance~~ **bylaw** at the same premises or by the same person, within a (12) month period shall be punishable by a fine of \$300.00

- (2) *Prosecution.* Any violation hereof may also be prosecuted under the applicable provisions of Gen. L. c. 138 §34.

The fine schedule prescribed in this subsection shall be based upon a “rolling schedule” meaning that in calculating the fine payable to the Town, the Police Chief shall count backward starting from the date of the most recent violation of this ~~ordinance~~ **bylaw** to determine how many previous violations of said ~~ordinance~~ **bylaw** have taken place at the

premises or been committed by the same person during the statutory twelve (12) month period. A warning given pursuant to this ~~ordinance~~ **bylaw** shall remain in effect for the premises until a full twelve (12) month period has elapsed during which there has been no response to the premises.

- (f) *Appeal.* Any person upon whom is imposed a fine/penalty pursuant to this ~~ordinance~~ **bylaw** shall have the right to appeal the imposition of such fine/penalty in a non-criminal proceeding by making a written request within 21 days to the Clerk Magistrate for the Woburn District Court or such other the District Court having the Town within its jurisdiction .

or do anything in relation thereto.

Select Board

Article 21. To see if the Town will vote to raise and appropriate, or transfer from available funds, a sum of money to amend the Fiscal Year 2019 departmental budgets approved under Article No. 19 of the May 7, 2018 Annual Town Meeting, as amended. Or do anything in relation thereto.

Select Board

Article 22. To see if the Town will vote to accept the provisions of G.L. c. 44, § 53F³/₄ for the purpose of establishing a separate revenue account to be known as the PEG Access and Cable Related Special Revenue Fund into which shall be deposited funds received in connection with the cable television franchise agreements between the Town and Comcast Corporation (Comcast) and Verizon Communications (Verizon), and/or any other cable operator, which funds shall be appropriated only for cable related purposes consistent with the franchise agreements and in accordance with applicable laws, including, but not limited to (1) support of public, educational, or governmental (“PEG”) access cable television services; (2) monitoring compliance of the cable operator with the cable television license(s); and/or (3) preparing for the renewal of the cable license(s), with such action to take effect as of the first day of the fiscal year beginning July 1, 2019; and further, to transfer all cable television license proceeds and receipts held by the Town for such purposes to such new PEG Access and Cable Related Special Revenue Fund; and further to appropriate from said fund the sum of \$650,000, to be expended under the direction of the Board of Selectmen for such PEG access services; and further to authorize the Board of Selectmen to enter into an agreement of up to ten years or such lesser term as the Board of Selectmen shall determine to be in the best interest of the Town for the expenditure of such funds for the provision of PEG community access television services; or take any other action related thereto.

Charles Houghton and 10 others

Article 23. To see if the Town will authorize the Board of Selectmen to petition the General Court to enact legislation, in substantially the following form, relating to amending the Town Charter, pursuant to G.L. 43B sec. 10, to include a provision allowing for the recall of elected officials, however, that the General Court may make clerical or editorial changes to the form of the bill and/or changes to the numbering or organization of the legislation.

AN ACT RELATIVE TO THE RECALL OF ELECTED OFFICIALS
IN THE TOWN OF STONEHAM

Section 17. Recall of Elected Officials

- A. Holder of an Elective Office may be Removed or Recalled. Any holder of an elective office, may be removed therefrom by the registered voters of the town as herein provided.
1. Removal Petition, Preparation, Filing. Any 100 registered voters of the town may file with the Town Clerk a declaration of intent containing the name of the officer sought to be removed from office. The Town Clerk shall, within five working days, deliver to said voters making the declaration of intent, copies of petition blanks demanding such removal, printed forms of which he/she shall make available. The blanks shall be issued by the Town Clerk with their signature and official seal attached thereto. They shall be dated, addressed to the Select Board and shall contain the names of the 100 persons to whom they are issued, the name of the person whose removal is sought and shall demand the election of a successor in the said office. A copy of the petition shall be entered in a record book to be kept in the office of the Town Clerk. The removal petitions shall be returned and filed with the Town Clerk within twenty-five days after the filing of the declaration of intent and shall have been signed by at least ten percent (10%) of the registered voters of the town, who shall add to their signatures the street and number, if any, of their residences. The Town Clerk shall immediately submit the petitions to the registrars of voters of the town and the registrars shall forthwith certify thereon the number of signatures which are names of registered voters of the town.
 2. Removal and Election. If the petition shall be found and certified by the Town Clerk to be sufficient, he/she shall submit the same with a certificate to the Select Board immediately, and the Select Board shall, within five days, give written notice of the receipt of the certificate to the officer sought to be removed and shall thereupon order an election to be held on a Tuesday fixed by them, not less than twenty-five nor more than thirty-five days after the date of the Town Clerk's certificate that a sufficient petition is filed; provided, however, that if any other town election is to occur within ninety days after the certificate, the Select Board shall postpone the holding of the removal election to the date of such other election. If a vacancy occurs in said office after a removal election has been ordered, the election shall nevertheless proceed as provided in this act. Any number of officers may stand for removal at the same election.
 3. Nomination of Candidates. The question of recalling any number of officers may be submitted at the same election. But as to each officer whose recall is sought there shall be a separate ballot. The nomination of candidates to succeed an officer whose recall is sought, the publication of the warrant for the recall election, and the conduct of such election, shall all be in accordance with the provisions of the General Laws.

4. Ballots. Ballots used in a recall election shall submit the following propositions in the order indicated: For the recall of (name of officer). Against the recall of (name of officer). Immediately at the right of each proposition there shall be a square in which the voter, by making a cross mark (X), may vote for either of the said propositions.
5. Election in Event of Resignation. If an office in regard to which a sufficient recall petition is filed becomes vacant before the ballots are printed, the election shall be held as hereinbefore provided, except that the title of the ballot shall be “Town Election”, that the propositions in regard to the recall shall be omitted from the ballot, and that above the names of the candidates there shall appear on the ballot the words “Candidates to succeed (name of officer) resigned”. (If he resigned his office).
6. Subsequent Removal. No removal petition shall be filed against an officer within six months after he takes office, nor in the case of an officer subjected to a removal election and not removed thereby, until at least three months after the election in which his removal was submitted to the voters of the town.
7. Person Recalled not to be Appointed to Any Town Office within Two Years. No person who has been recalled from an office, or who has resigned from office while recall proceedings were pending against him, shall be appointed to any town office within two years after such recall or such resignation.
8. Duties of Certain Town Officials relative to Election. It shall be the duty of the Select Board and the Town Clerk in office and any other town official upon whom by reason of his office a duty devolves under the provisions of this act, when this act is accepted by the registered voters as herein provided, to comply with all the requirements of law relating to elections, to the end that all things may be done necessary for the nomination and election of the officers first to be elected under this act.

B. This Act shall take effect upon passage.

or do anything in relation thereto.

Raymie Parker and 10 others

Article 24. A Petition of Ten Registered Voters for the Spring 2019 Town Meeting, Stoneham, MA.

AN ACT RELATIVE TO THE TERM OF OFFICE OF THE MEMBERS OF THE SELECT BOARD
OF THE TOWN OF STONEHAM

- B. Section 14 b. of the Select Board-Administrator Act is amended by changing the term of members of the Select Board from 3 years to 2 years and by adding the following provision: “No person shall be elected to the office of Select Board member more than three times.” This Act shall take effect upon passage or do anything in relation thereto.

Caroline Colarusso and 10 others

Article 25.

**AN ACT RELEVATIVE TO THE CONDITION OF EMPLOYMENT OF THE MEMBERS OF THE
SELECT BOARD OF THE TOWN OF STONEHAM**

Section 14 of the Select Board-Administrator Act is amended by adding the following provision: “No person elected to the office of Select Board member shall also hold any other compensated employment as an employee in the town of Stoneham other than Select Board.” This Act shall take effect upon passage or do anything in relation thereto.

Christopher Whitney and 10 others

And you are directed to serve this Warrant by posting attested copies in at least (10) public places in the Town fourteen (14) days at least before the time for holding said meeting and by causing an attested copy to be published in some newspaper in the town, the publication to be not less than three (3) days before said meeting.

Hereof fail not and make due return of the Warrant with your doings thereon to the Town Clerk at the time and place aforesaid.

Given unto our hands this 19th day of March in the year of our Lord two thousand nineteen.

Shelly MacNeill, Chairwoman

Raymie Parker, Vice Chairwoman

George Seibold, Clerk

Caroline Colarusso

Anthony Wilson

Pursuant to the within warrant, I have notified and warned the inhabitants of the Town of Stoneham qualified to vote in elections and Town Affair of the within meeting by posting attested copies of the said Warrant in at least ten (10) public places in the Town on March 20, 2019, and by publishing a duly attested copy of said Warrant in the Stoneham Independent on March 20, 2019.

A true copy. Attest: _____
David Luciano, Constable of Stoneham

1.1 Decorum & Procedures

- A. Decorum and procedure during Selectmen's meetings shall be maintained by the Chairman.
- B. In performing this duty, the Chair will moderate according to the dictates of reason, established by Board practice, and law.
- C. The Chairman shall have the right of seconding, but not making motions.
- D. The Chairman, after a verbal warning, has the right to expel any person or member from the meeting if their conduct is unbecoming of a Selectman.
- E. Only one member may speak at a time. When a member has the floor he/she is not to be interrupted unless they are off topic, in which case the Chair may ask the person to get back on topic or finish speaking.
- F. If there is excessive cellphone use by any Board member, the Chairman may address this issue.
- G. All members should refrain from using poor or inappropriate language and throwing items during a meeting.
- H. The Chair, and only the Chair may recognize someone to speak. This includes Board members and citizens. No Board member may call on someone to speak. If the Chair does not notice another member or a citizen that wishes to speak, then a member may get the attention of the Chair.
- I. The Chair should recognize members and audience members equally, even if they have differing views.
- J. Board members shall refer to one another as Selectman/woman "Smith."
- K. Board members should act in a responsible and professional manner. If a member or a citizen does not treat an individual with respect, the Chair may call a five minute recess.
- L. The Board will discuss an agenda item before opening the discussion to the public. Not all agenda items are public hearings and it is the discretion of the Chair to allow public comment.
- M. While difference of opinions should encourage discussion, personal attacks will not be tolerated and the chair has the right to halt debate if personal attacks occur.