

TOWN OF
STONEHAM
MASSACHUSETTS

TOWN HALL
35 CENTRAL STREET
STONEHAM, MA 02180-2087
TEL: 781-279-2660 FAX: 781-279-2662

OFFICE OF THE TREASURER / COLLECTOR

TO: David Ragucci, Town Administrator
FROM: Diane M. Murphy, Treasurer/Tax Collector *Diane M. Murphy*
DATE: December 11, 2014
RE: Bidders for the \$741,400 General Obligation Bond Anticipation Notes

I am pleased to report that our representative, First Southwest Company, received two bids for our \$741,400 BAN on Thursday, December 11, 2014 at 11:00 A.M.

The quotes are as follows:

<u>Bidder Name</u>	<u>NIC (Net Interest Cost)</u>
Century Bank	.4500%
Eastern Bank	.4980%

The BAN will be awarded to the low bidder, Century Bank.

A copy of this letter will serve as notification to the Town Clerk to coordinate with the Board of Selectmen to have the BAN signed and certified.

cc: Board of Selectmen
Maria, Sagarino, Town Clerk
Ronald J. Florino, Town Accountant

Town of Stoneham, Massachusetts

\$741,400 General Obligation Bond Anticipation Notes



Sale Date: 12/11/2014
Dated Date: 12/18/2014
Delivery Date: 12/18/2014
Due Date: 12/18/2015
Days Per Year: 360
Day Count: 360
Bank Qualified: Yes
Rating: None

Bidder	Principal	Coupon Rate	Premium	Interest	Net Interest	NIC	Prorata Premium	Prorata Interest	Award	Reoffering Yield
Century Bank	\$741,400	0.75%	\$2,224.20	\$5,560.50	\$3,336.30	0.4500%	\$2,224.20	\$5,560.50	\$741,400	
Eastern Bank	\$741,400	1.00%	\$3,721.83	\$7,414.00	\$3,692.17	0.4980%				
Award Totals							\$2,224.20	\$5,560.50	\$741,400	

Weighted Average Net Interest Cost: 0.4500%

**DECLARATION OF TRUST OF
SMITTY'S WAY HOMEOWNERS ASSOCIATION TRUST**

THIS DECLARATION OF TRUST is made this _____day of _____, 2014 by Carolyn/Florence, LLC, (the "Declarant" or "Initial Trustee", which term shall include its successors in trust hereunder), a Massachusetts limited liability company with a principal place of business of 11 Aurelie Drive, Dracut, Massachusetts.

WHEREAS, Declarant is the owner of real property located in the Town of Stoneham, County of Middlesex, Commonwealth of Massachusetts (the "Property"), being shown on endorsed Definitive Subdivision Plans (collectively, as such plans may hereafter be amended, the "Subdivision Plans") entitled "Definitive Subdivision Plan for Smitty's Way Located in Stoneham Mass., recorded with the Middlesex South District Registry of Deeds (herein the "Registry") as Plan 641 of 2010 and a plan entitled, "Subdivision Modification Plan for 'Smitty's Way', Located in Stoneham, MA" dated December 6, 2013, prepared by Christiansen & Sergi, Inc., sheets 1 of 4, 2 of 4, 3, of 4 and 4 of 4 and signed by the Town of Stoneham Planning Board on November 5, 2014 to be recorded herewith. (Said Definitive Subdivision approval and endorsement hereinafter also referred to as the "Subdivision Approval")

WHEREAS, Carolyn/Florence, LLC intends to develop the Property as a single-family residential subdivision containing approximately six (6) residential lots (collectively, the "Lots") with a common internal roadway system and coordinated common amenities, including drainage facilities and landscaped areas, all as depicted on the Subdivision Plans approved by the Planning Board to be commonly known as the Smitty's Way Subdivision (collectively, the "Smitty's Way Definitive Subdivision");

WHEREAS, a Homeowners Association is required for the Subdivision in order to administer certain ongoing obligations to the Town of Stoneham with respect to the Subdivision as set forth herein and shown on the Subdivision Plans referred to above.

WHEREAS, the Town of Stoneham ("Town"), by and through its Board of Selectmen, is a party to and a beneficiary of this Declaration of Trust with respect to those provisions relating directly or indirectly to the Town (but not the internal operations and procedures of the Homeowners Association) and any and all such provisions, as so determined by the Town, may be enforced by the Town, by and through the Town Administrator as the Town Administrator so determines or as directed by the Board of Selectmen, or both.

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

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

2. **PURPOSES AND OBLIGATIONS OF THE SMITTY’S WAY HOMEOWNERS ASSOCIATION TRUST.**

The Smitty’s Way Homeowners Association Trust is created for the following purposes and shall have and fulfill the following obligations:

Definition: The phrase “provide for” as used in this Section 2 shall include the completion and successful accomplishment of the requirement and/or task.

- (a) To obtain and maintain appropriate insurance coverage to protect the assets of the Trust, including, without limitation, commercial liability insurance to protect against any liabilities that may be incurred by the Trust in the performance of its obligations hereunder;
- (b) To receive and hold title to the stormwater detention system which shall include all appurtenant catch basins, manholes, perimeter drains, subdrains, Cultec chambers, culvert, pipes, plantings, conduits, facilities and components constituting the stormwater detention system installed by the Declarant in the common areas and on certain Lots as shown on the plan entitled “Smitty’s Way Definitive Subdivision” on sheet 2 of 9 of said Plan dated December 22, 2009 and revised on March 4, 2010 and April 2, 2010, prepared by Christiansen & Sergi, Inc., and recorded with the Middlesex South District Registry of Deeds as Plan No. 641 of 2010, which system shall regulate the discharge of stormwater runoff into the detention pond maintained by the Homeowners Association to be located on Lots 6 & 7, and shown on Sheet 4 of 9 of the above referred to Subdivision Plans;
- (c) To provide for the inspection, maintenance, cleaning, repair and replacement of the Stormwater Detention System (collectively, the “Stormwater Detention Facility”) located on or within portions of Lots 6 and 7, shown on the plan entitled “Sheet 4 of 9 Stoneham, MA” prepared by Christiansen & Sergi, Inc., dated December 22, 2009, revised March 4, 2010 and April 2, 2010, recorded with the Middlesex South Registry of Deeds as Plan No. 641 of 2010, Sheet 4 of 9; and also shown on Sheets 2 of 4 and 3 of 4 of a plan entitled “Subdivision Modification Plan for ‘Smitty’s Way’ located in Stoneham, Mass.” so as to keep the same in good operating condition at all times as determined in the reasonable judgment of the Stoneham Town Engineer or a duly appointed representative of the Stoneham Town Engineer (if there is not Stoneham Town Engineer, said duties shall be performed by the Stoneham Director of Public Work or his/her duly appointed representative, hereinafter also referred to in this Trust as the “Stoneham Town Engineer”) (part of the Smitty’s Way Homeowners Association Obligations”);

- (d) To receive and hold title to the sewer force main system which shall include all appurtenant pump stations, manholes, cleanouts, pipes, conduits, facilities and components constituting the sewer force main system installed by the Declarant in the common areas and on certain Lots as shown on the plan entitled “Smitty’s Way Definitive Subdivision” on sheet 2 of 9 of said Plan dated December 22, 2009 and revised on March 4, 2010 and April 2, 2010, prepared by Christiansen & Sergi, Inc., and recorded with the Middlesex South District Registry of Deeds as Plan No. 641 of 2010 and also shown on Sheet 3 of 4 of a plan entitled “Subdivision Modification Plan for ‘Smitty’s Way’ located in Stoneham, Mass.” which system shall regulate the discharge of sewerage into the Town of Stoneham’s sewer manhole located on North Street;
- (e) To provide for the inspection, maintenance, cleaning, repair and replacement of the force main sewer system (collectively, the “Force main sewer system”) located in the common areas and on certain Lots as shown on the plan entitled “Smitty’s Way Definitive Subdivision” on sheet 2 of 9 of said Plan dated December 22, 2009 and revised on March 4, 2010 and April 2, 2010, prepared by Christiansen & Sergi, Inc., and recorded with the Middlesex South District Registry of Deeds as Plan No. 641 of 2010 and also shown on Sheet 3 of 4 of a plan entitled “Subdivision Modification Plan for ‘Smitty’s Way’ located in Stoneham, Mass.” so as to keep the same in good operating condition at all times as determined in the reasonable judgment of the Stoneham Town Engineer or duly appointed representative (the “Smitty’s Way Homeowners Association Obligations”);
- (f) To receive and hold title to the retaining wall system which shall include all appurtenant fences, guardrails, pipes, conduits, facilities and segmental block components constituting the retaining wall system installed by the Declarant in the common areas as shown on the plan entitled “Smitty’s Way Definitive Subdivision” on sheet 2 of 9 of said Plan dated December 22, 2009 and revised on March 4, 2010 and April 2, 2010, prepared by Christiansen & Sergi, Inc., and recorded with the Middlesex South District Registry of Deeds as Plan No. 641 of 2010 and also shown on Sheets 2 of 4 and 4 of 4 of a plan entitled “Subdivision Modification Plan for ‘Smitty’s Way’ located in Stoneham, Mass.” which system will support the private road over the culvert;
- (g) To provide for the inspection, maintenance, cleaning, repair and replacement of the retaining wall system (collectively, the “Retaining wall system”) located in the common areas as shown on the plan entitled “Smitty’s Way Definitive Subdivision” on sheet 2 of 9 of said Plan dated December 22, 2009 and revised on March 4, 2010 and April 2, 2010, prepared by Christiansen & Sergi, Inc., and recorded with the Middlesex South District Registry of Deeds as Plan No. 641 of 2010 and also shown on Sheets 2 of 4 and 4 of 4 of a plan entitled “Subdivision Modification Plan for ‘Smitty’s Way’ located in Stoneham, Mass.” so as to keep the same in good operating condition at all times as determined in the reasonable

judgment of the Stoneham Town Engineer or duly appointed representative (the “Smitty’s Way Homeowners Association Obligations”);

- (h) To receive and hold title to the roadway system which shall include all appurtenant asphalt (porous and impervious), concrete (porous and impervious), gravel, crushed stone, filter fabric, granite curbing, pavement markings and components constituting the roadway system installed by the Declarant in the common areas as shown on the plan entitled “Smitty’s Way Definitive Subdivision” on sheet 2 of 9 of said Plan dated December 22, 2009 and revised on March 4, 2010 and April 2, 2010, prepared by Christiansen & Sergi, Inc., and recorded with the Middlesex South District Registry of Deeds as Plan No. 641 of 2010 and also shown on Sheets 2 of 4 and 3 of 4 of a plan entitled “Subdivision Modification Plan for ‘Smitty’s Way’ located in Stoneham, Mass.” which system will provide safe egress to Smitty’s Way subdivision;
- (i) To provide for the inspection, maintenance, cleaning, repair, pothole patching, utility construction patching and replacement of the roadway system (collectively, the “Roadway system”) located in the common areas as shown on the plan entitled “Smitty’s Way Definitive Subdivision” on sheet 2 of 9 of said Plan dated December 22, 2009 and revised on March 4, 2010 and April 2, 2010, prepared by Christiansen & Sergi, Inc., and recorded with the Middlesex South District Registry of Deeds as Plan No. 641 of 2010 and also shown on Sheets 2 of 4 and 3 of 4 of a plan entitled “Subdivision Modification Plan for ‘Smitty’s Way’ located in Stoneham, Mass.” so as to keep the same in good operating condition at all times as determined in the reasonable judgment of the Stoneham Town Engineer or duly appointed representative (part of the “Smitty’s Way Homeowners Association Obligations”);
- (j) To receive and hold title to all rights of way within the Subdivision and not to request, seek or cause the street to be accepted by the Town of Stoneham, as a public way;
- (k) While under no obligation the Town of Stoneham may elect to offer engineering support, review or cost analysis services to the Smitty’s Way Homeowners Association, and the HOA may so request in writing;
- (l) To maintain and preserve easements located or to be located in the Subdivision;
- (m) It is the intention of the Declarant and Town of Stoneham that the roadway known as Smitty’s Way not be accepted by the Town of Stoneham as a public way. The HOA shall not request, and the Town of Stoneham shall not layout, approve, take or accept Smitty’s Way as a public way; and

- (n) To accept, upon completion of the roadway known as Smitty's Way and the issuance of a Certificate of Compliance by Mass. D.E.P. for the final Order of Conditions from Mass. D.E.P. File Number 297-0340 dated October 16, 2014, ownership of the Smitty's Way roadway and the stormwater management system components in the Smitty's Way roadway, and to accept the responsibility for the inspection and maintenance of all components of the stormwater management system, except roof runoff and drywells and porous pavement located on the Lots on Smitty's Way, and also to accept and be responsible for the maintenance of the porous pavement sidewalks and the constructed stream channel within the box culvert, as required by Special Condition # 59 shown on page SC-8 of the above referred to Final Order of Conditions.

3. **BENEFICIARIES.** The beneficiaries of this Trust, in addition to the Town of Stoneham, are the owners from time to time of Lots, subject to the rights reserved by the Declarant herein or the Standard Covenants. The owners of each Lot (the "Lot Owners") shall have an equal beneficial interest in this Trust. The beneficial interest in and obligations imposed on the Lot Owners by this Declaration of Trust shall be divided equally among the Lots, except as otherwise specifically set forth herein. The beneficial interest in this Trust shall run with the ownership of each Lot and may not be severed from the ownership of that Lot. The beneficial interest of each Lot shall be held as one interest and may not be partitioned and shall not be divided among several Lot Owners of any such Lot. With respect to any Lot owned by more than one person and/or entity, each record owner of a Lot must execute a consent to effectively grant consent. If the record owners are not natural persons with legal capacity to give their consent, affidavits or other evidence of authority of any signatories purporting to bind such record owners must be recorded with the consent. Lot owners of record do not include mortgagees, unless and until such mortgagees take title (by way of foreclosure deed, deed in lieu of foreclosure or otherwise) to a Lot.

4. **TRUSTEES.** For the period (the "Declarant's Control Period") ending on the earlier to occur of (a) five (5) years from the date of this Declaration of Trust; or (b) the date which is thirty (30) days after neither the Declarant nor the Declarant's Assignee (hereinafter defined) owns a Lot in the Smitty's Way Definitive Subdivision, Declarant (or Declarant's Assignee) shall be the sole trustee of the Trust and shall have the sole right to designate its successor trustee. After the Declarant's Control Period, or sooner if the Declarant or the Declarant's Assignee relinquishes its control by a written notice to the Lot Owners so stating, there shall be three (3) trustees, and at a meeting called by any one of the Lot Owners or by the Initial Trustee or Declarant (or the Declarant's Assignee) on ten days' written notice to all Lot Owners, the Initial Trustee and Declarant (or the Declarant's Assignee), the Lot Owners shall, by majority vote of those in attendance, elect the replacement trustees, with the requirement that each Trustee must be a Lot owner or the majority owner of an entity holding title to a Lot. If the Lot Owners fail to elect replacement trustees, all of the Lot Owners shall automatically and by default become the trustees, with the owners of each Lot having one vote. Each Trustee so elected shall serve for three years, but to establish staggered terms, at the first such

election two of the trustees shall be chosen for three years and the remaining trustee shall be elected for a two-year term. After the expiration of the term of the Initial Trustee, any trustee shall be automatically removed from office upon the recording of a deed transferring all of such trustee's ownership interest in his or her Lot.

5. MEETINGS.

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

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

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

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

7. RESIGNATION AND REMOVAL OF TRUSTEE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **OBLIGATIONS OF ASSOCIATION.**

(a) **Smitty's Way Homeowners Association Obligations.** In the event that the Trust fails to perform their "Purpose and Obligations" as set out in Section 2 of this Trust, the Town may notify the Trust in writing of such failure. In the event the Trust does not cure such failure within thirty (30) days after receipt of such notice (except that no such notice and cure period shall be required in the case of an emergency involving imminent danger of personal injury or property), the Town may, at its option, cure such failure to perform, and the Trust shall reimburse the Town of for all reasonable amounts incurred thereby in doing so within fifteen (15) days of demand. The Town shall have the right to enforce in an action at law and/or in equity any obligations of the Trust to the Town against the Trust and/or against the individual Lot Owners within the Subdivision, all of whom shall be jointly and severally liable for the obligations of the Trust under this subsection (b), and, in any such action, the Town shall be entitled to recover the reasonable attorneys' fees and other costs and expenses incurred by or on behalf of the Town from them, or either of them, including the imputed value of the Town Counsel's time, if not billed on an hourly basis, which value shall be deemed to be \$250 per hour at the time of the execution of this Trust and shall increase each year thereafter at the rate of three percent (3%) per year on the anniversary date thereof. Furthermore, in connection therewith the Town is hereby granted the right to levy assessments in the Town's name against the owners of the Lots in order to enforce its rights hereunder, and any and all such amounts, together with interest and costs, shall be a lien against the real estate of said Lot Owners, and the Town shall have the right to enforce said lien(s) in the same manner and with the same authority as the Town has to lien and collect local taxes assessed upon land pursuant to the applicable provision of Chapter 60 of the Massachusetts General Laws, including Section 37 of said chapter. However, nothing herein shall limit the remedies available to the Town to enforce this Trust/Agreement or to otherwise seek remedy and/or damages for the violation thereof.

11. **THIRD PARTIES DEALING WITH THE TRUST.** No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one

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

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

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

14. **AMENDMENTS AND TERMINATION.** The Trustees, with the consent in writing of at least seventy-five percent (75%) of the Lot Owners and the written consent of the Town of Stoneham (acting through its Board of Selectmen) as to any provision relating directly or indirectly to the Town, may at any time and from time to time, amend, alter, add to or change this Declaration of Trust. Notwithstanding the foregoing, this Declaration of Trust may not be amended in a manner that would cause the Trust to be contrary to: (a) any applicable law; or (b) the Subdivision Approval. Any such amendment shall be made by written amendment to this Agreement and signed by the Board of Selectmen if said amendment directly or indirectly affects any right of the Town of Stoneham.

(a) **Necessity for Recording Amendments Alterations Additions or Changes.** Any amendment, alteration, addition or change to this Declaration of Trust shall become effective upon the recording with the Registry of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgment of deeds by a majority of the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Lot Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment,

alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

(b) Unilateral Amendment by Declarant. Notwithstanding anything to the contrary in this Declaration of Trust, the Declarant hereby reserves the right to amend this Declaration in order to (a) comply with the requirements of applicable law or, or (b) comply with the requirements of any insurance underwriter or insurance regulatory body, or (c) comply with the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation or any other mortgagee or mortgage investor, (d) correct typographical, mathematical or scrivener's errors, or (e) comply with any requirement of the Subdivision Approval; however, no such amendment shall be contrary to Subdivision Approval or diminish, in any way, the obligations of any person or entity subject hereto, including the Declarant, to the Town of Stoneham, without the express written consent of the Town, by and through its Board of Selectmen.

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

16. **SEVERABILITY.** If any portion of this Declaration of Trust shall be determined to be invalid, the remainder of this Declaration of Trust shall continue in full force to accomplish the purposes of this Trust.

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

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

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

(b) Annual Assessments. The Association shall have the right to levy an annual assessment against all Lots in the Smitty's Way Definitive Subdivision in such amounts as may be deemed appropriate by the Trustees for the management and operation of the Association and for the general purposes and objectives of the Association as set forth herein. Such annual assessment shall be payable in equal monthly installments, unless otherwise provided by the Trustees. Annual assessments levied shall be sufficient in amount(s) such that the obligations of the Trust to the Town of Stoneham can be reasonably met.

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

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

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

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

(g) Assessments Against New Lots. In the event any Lot becomes subject to assessment subsequent to January 1 of any year, the first assessment shall be prorated for the remainder of the then current fiscal year. With respect to any special assessments, only those Lots that are subject to assessment as of the date on which the Trustees of the Association levies the special assessment shall be liable for such special assessment, and such special assessment shall not be charged to or be a lien against any Lot which becomes subject to assessment thereafter.

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

in addition to and not in limitation of the Association's other enforcement powers and remedies at law and in equity.

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

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

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

(l) Budget. Prior to the beginning of each calendar year, the Trust shall adopt a budget for the Trust containing an estimate of the total amount considered necessary for the ensuing calendar year to pay the cost of performing the obligations of the Trust as set forth in this Declaration of Trust, the fulfillment of the purposes of this Trust as set forth in Section 2 hereof, the cost of administration of the Trust and such insurance and reserves as the

Trustees deem appropriate. The Trust shall make available a copy or summary of the budget, in a reasonably itemized form which sets forth the amount of the expenses. The Trustees shall assess each Lot Owner periodically for the amount of the expenses incurred or anticipated to be incurred by the Trustees in the fulfillment of the duties as described in this Trust. Notwithstanding anything contained herein to the contrary, a Lot owned by the Declarant shall not be assessed any amount and shall not be obligated to pay any assessments during such time as it is owned by the Declarant unless there is a completed and occupied dwelling on that Lot for which the Declarant is collecting rent.

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

(n) Mortgagee Liability. Each holder of a Mortgage who comes into possession or ownership of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure or any purchaser at a foreclosure sale shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue more than three months prior to the date such person comes into possession or ownership thereof, except as provided below and except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots including the mortgaged Lot assessed after the Mortgagee or purchaser takes title. The lien created shall cease to exist with respect to assessments and charges levied prior to the time possession is taken or deemed transferred, whichever first occurs, or title is transferred by foreclosure or by deed or assignment in lieu thereof; provided, however, that if the proceeds of a foreclosure exceed the total amount due to the Mortgagee, the excess shall first be paid to the Association and applied to the satisfaction of the Association's lien and, provided further, that if the Association complies with the provisions of Massachusetts General Law Chapter 183A, § 6, as if the assessments were condominium common expenses, the priority therein accorded to the lien shall here apply, meaning and intending to make applicable said statute, or any replacement or amendment thereof.

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

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

20. **JOINDER OF TOWN.** The Town of Stoneham joins in this Declaration of Trust (a) to facilitate its enforcement of the provisions of this agreement that relate to or otherwise affect the Town; and (b) to confirm that this Declaration of Trust has been approved by the Planning Board and Town Counsel, in addition to the Board of Selectmen who have executed this Declaration of Trust. For purposes of this Trust any action taken by the Town may be taken by the Town Administrator or his/her designee. The Town of Stoneham also joins in this Declaration of Trust to affirm the Town's agreement to provide snow plowing and sanding as provided to similar streets and ways in Stoneham and also to affirm the Town's agreement to provide trash removal to the homes on Smitty's Way in the same manner as trash removal is provided to homes on similar streets and ways in Stoneham including the Town's charging a trash fee, if applicable. The Town's continued provision of such snow plowing/sanding and trash removal services shall be conditioned upon the Trust (or the Lot Owners) substantially meeting the obligations to the Town as set out in this Trust.

21. **INDEMNIFICATION.** The Trust shall defend, indemnify and hold harmless the Town, its officials, employees and agents, from and against any and all claims, suits, demands, liabilities, actions, causes of action, damages, costs and expenses, including reasonable attorneys' fees (including the imputed value of the Town Counsel's time, if not billed on an hourly basis, which value shall be deemed to be \$250 per hour at the time of the execution of this Trust and shall increase each year thereafter at the rate of three percent (3%) per year on the anniversary date thereof), arising directly or indirectly from or in connection with the negligent or willful act(s) or omission(s) of the Trust under this Trust.

22. **JURISDICTION.** Jurisdiction and venue over any dispute or legal action arising from this Trust involving the Town shall be as follows: any and all disputes or legal actions shall be brought in the Middlesex Superior Court in Woburn (or its successor location) to the extent that subject matter jurisdiction allows. If there is no subject matter jurisdiction in the Superior Court, the legal action shall be brought at the Woburn District Court. The parties by this instrument subject themselves to the personal jurisdiction of said courts for the entry of judgment and for the resolution of any dispute, action, or suit.

23. **DECLARANT'S ASSIGNEE.** Declarant may from time to time expressly assign in writing any or all of its rights, title, interests, easements, powers and privileges reserved

hereunder to the Declarant (the “Declarant’s Rights”) to any other party (herein a “Declarant’s Assignee”), subject to the written approval of the Town, which approval shall not be unreasonably denied, and such party shall thereafter enjoy all such Declarant’s Rights as and to the extent expressly assigned just as though such party was the original Declarant; it being understood and agreed that wherever in this Declaration the word Declarant is used, it shall include the Declarant’s Assignee as and to the extent of any such express assignment, however, no such assignment shall be contrary to Subdivision Approval or diminish, in any way, the obligations to the Town of Stoneham, without the express written consent of the Town, by and through its Board of Selectmen.

[Signature Pages Follow]

IN WITNESS WHEREOF, Carolyn/Florence, LLC has executed the foregoing instrument as a sealed instrument as of the date set forth above and said Carolyn/Florence, LLC hereby accepts its appointment as Trustee of the Trust.

Carolyn/Florence, LLC (Declarant and Initial Trustee)

By _____
Albert C. Couillard, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this ____ day of _____, 2014, before me, the undersigned notary public, personally appeared the above-named Albert C. Couillard as manager on behalf of Carolyn/Florence, LLC, proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of Carolyn/Florence, LLC.

Notary Public:
My Commission Expires:

[Signature Pages Continued]

TOWN OF STONEHAM
By Its Board of Selectmen

Thomas Boussy, Chairman

John F. DePinto

Anne Marie O'Neil

Robert W. Sweeny

Frank A. Vallarelli

By its Town Administrator

David Ragucci

Approved as to form:

Town Counsel

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2014 before me, the undersigned notary public, personally appeared the above-named **Thomas Boussy, , John F. DePinto, Ann Marie O’Neil, Robert W. Sweeney,** and **Frank Vallarelli,** who are known to me or proved to me through satisfactory evidence of identification, which were Massachusetts Drivers Licenses, to be the persons whose names are signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the Board of Selectmen of the Town of Stoneham, or a majority thereof.

Notary Public:

My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2013~~4~~, before me, the undersigned notary public, personally appeared the above named **David Ragucci,** who is known to me or proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:

My Commission Expires:

Sinclair, Erin

Subject: FW: Meeting with the Board, 12/15/14

From: Paige Grinnell [mailto:paige@foodtruckfestivalsofne.com]

Sent: Monday, December 08, 2014 1:13 PM

To: Sinclair, Erin

Cc: bri@foodtruckfestivalsofne.com; annemarie@foodtruckfestivalsofne.com; jprensky@aignerprenskymarketing.com

Subject: RE: Meeting with the Board, 12/15/14

Okay great, thanks Erin! Here's a bit about us: Food Truck Festivals of New England has produced 22 food truck festivals throughout New England over the past four years. Our goal is to bring major food truck events to communities that don't already have a daily food truck community. By bringing together food trucks from all over, it gives people the chance to graze from several different trucks when they may not otherwise have that opportunity.

Our festivals have about 20 different food trucks, a beer garden, live music, and some children's activities. They are one day events, on a Saturday, from 11am-4pm. We're looking to utilize the town common, the parking lots, the Town Hall parking lot, and to close part of Central Street to accommodate all the trucks and the lines. Our events are gated with a \$5 entry (children under 12 are free) to cover our costs. The potential date we're looking at is Saturday, October 17th.

Paige Grinnell

Food Truck Festivals of New England

214 Lincoln St. Suite 300

Allston, MA 02134

O: 617-782-7117

C: 203-520-8110

paige@foodtruckfestivalsofne.com

Sinclair, Erin

Sent: Tuesday, December 09, 2014 10:56 AM
Subject: FW: December 17th

MassDOT Informational Hearing

The Tri-Community Greenway is nearly a reality! After almost 10 years of engineering work, MassDOT is sponsoring an informational hearing to review the detailed plans. The meeting will cover all three communities involved in the project. The meeting will be held in the auditorium at Stoneham Town Hall, 35 Central st, Stoneham MA. on **December 17th, 2014 at 7pm**. Come join us to meet others interested in seeing the Greenway become a reality!

TRI-COMMUNITY

— GREENWAY —

MassDOT PUBLIC HEARING

DECEMBER 17, 7 PM

STONEHAM TOWN HALL

35 CENTRAL ST,
STONEHAM

www.tricommunitygreenway.org



Advertisements

Projects

Notice of a Public Hearing

A Public Informational Meeting will be held by MassDOT to discuss the proposed Tri-Community Bikeway project in Winchester, Woburn and Stoneham, MA.

WHERE: Stoneham Town Hall
Auditorium
35 Central Street
Stoneham, MA 02180

WHEN: Wednesday December 17, 2014
at 7:00 P.M.

PROJECT#: [604652](#)

PURPOSE: The purpose of this meeting is to provide the public with the opportunity to become fully acquainted with the proposed Tri-Community Bikeway project. All views and comments made at the meeting will be reviewed and considered to the maximum extent possible.

PROPOSAL: The proposed project consists of the construction of a bikeway from the Wedgemere MBTA Station in Winchester northerly to Horn Pond in Woburn and Recreation Park in Stoneham; a distance of approximately 6.5 miles. The objective of the project is to provide non-motorized access to the commuter rail stations, schools, and recreation and commercial areas along the proposed alignment, resulting in increased bicycling and walking, and subsequently reducing congestion and improving air quality.

A secure right-of-way is necessary for this project. Acquisitions in fee and permanent or temporary easements may be required. The municipalities are responsible for acquiring all needed rights in private or public lands. MassDOT's policy concerning land acquisitions will be discussed at this meeting.

Written views received by MassDOT subsequent to the date of this notice and up to five (5) days prior to the date of the meeting shall be displayed for public inspection and copying at the time and date listed above. Plans will be on display one-half hour before the meeting begins, with an engineer in attendance to answer questions regarding this project. A project handout will be made available on the MassDOT website listed below.

Written statements and other exhibits in place of, or in addition to, oral statements made at the Public Meeting regarding the proposed undertaking are to be submitted to Patricia A. Leavenworth, P.E., Chief Engineer, MassDOT, 10 Park Plaza, Boston, MA 02116, Attention: Roadway Project Management, Project File No. 604652. Such submissions will also be accepted at the meeting. Mailed statements and exhibits intended for inclusion in the public meeting transcript must be postmarked within ten (10) business days of this Public Meeting. Project inquiries may be emailed to dot.feedback.highway@state.ma.us

This location is accessible to people with disabilities. MassDOT provides reasonable accommodations and/or language assistance free of charge upon request (including but not limited to interpreters in American Sign Language and languages other than English, open or closed captioning for videos, assistive listening devices and alternate material formats, such as audio tapes, Braille and large print), as available. For accommodation or language assistance, please contact MassDOT's Chief Diversity and Civil Rights Officer by phone (857-368-8580), fax (857-368-0602), TTD/TTY (857-368-0603) or by email MASSDOT.CivilRights@dot.state.ma.us. Requests should be made as soon as possible prior to the meeting, and for more difficult to arrange services including sign-language, CART or language translation or interpretation, requests should be made at least ten business days before the meeting.

In case of inclement weather, hearing cancellation announcements will be posted on the MassHighway website <http://www.massdot.state.ma.us/Highway/>.



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Farmers Market Committee

Four (4) members appointment for a three-year term effective until April 30, 2017.

CANDIDATE:

- * Kathryn Fitzgerald
14 Peabody Road _____
- * Lauren Murphy
41 Fairview Road _____
- * Julie Boussy
19 Ellen Road _____
- * Liz Erk
13 Lincoln Street, Unit B _____

Two (2) members appointment for two-year terms effective until April 30, 2016.

CANDIDATE:

- * Toni Means
4 Victoria Lane _____
- * Ann Marie O'Neill
118 Macarthur Road _____

14 Peabody Rd.
Stoneham, MA 02180
617.949.6476

November 17, 2014

Ms. Erin Sinclair
35 Central St.
Stoneham, MA 02180

Dear Ms. Sinclair:

I currently serve on the volunteer Farmers Market Committee working on bringing a farmer's market back to Stoneham. I've been interested in local food systems since studying food policy in graduate school and am thrilled to be able to contribute to supporting our local food system in a concrete way through this committee. I would like to be appointed to the official committee by the Board of Selectmen. Please let me know if I can provide any additional information.

Thank you very much for your consideration,

Kathryn FitzGerald

Sinclair, Erin

To: Murphy
Subject: RE: Farmers Market

Dear Ms. Sinclair,

Please add me as a committee member for the Stoneham Farmer's Market. I have been involved for one year and would like to stay on the committee, if possible. Please let me know if you need any additional information. Thanks.

Sincerely,
Lauren Murphy
41 Fairview Rd

781-438-2193

Confidentiality Notice

This electronic message and any attached files contain information from the Town of Stoneham that may be privileged and/or confidential. The information is intended for the recipient named above, and use by any other person is not authorized. If you are not the intended recipient, any disclosure, distribution, copying or use of this information is strictly prohibited. If you have received this message in error, please notify the sender by e-mail immediately. Also, please be advised that the Secretary of State's office has determined that most e-mails sent to and from municipal officials are considered to be public records and consequently may be subject to public disclosure.

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4765 / Virus Database: 4189/8558 - Release Date: 11/12/14

Internal Virus Database is out of date.

Sinclair, Erin

From: Julie Boussy <jboussy@verizon.net>
Sent: Monday, December 01, 2014 3:45 PM
To: Sinclair, Erin
Subject: [Stoneham MA] Farmers Market

esinclair,

Someone has sent you a message using your contact form on the Stoneham MA site.

If you don't want to receive such e-mails, you can change your settings at <http://www.stoneham-ma.gov/users/esinclair>.

Message:

Dear Selectman, I would like to put my name forward to be considered for appointment for the Stoneham Farmers Market Committee. Thank you for your consideration. Thank you Julie Boussy

=====

Message sent by: Julie Boussy (jboussy@verizon.net)

=====

Sinclair, Erin

From: Liz Erk <liz@jaxsongroup.com>
Sent: Tuesday, December 09, 2014 12:27 PM
To: Sinclair, Erin
Subject: Farmers' Market

Hi Erin,

For whatever reason I neglected to send a formal email to request my inclusion on the Farmers' Market committee. So here it is! ☺

Thanks,
Liz

13 Lincoln Street, Unit B
Stoneham MA

Liz Erk
Principal Partner
The Jaxson Group
781-279-0370
cell: 617-285-9595
liz@jaxsongroup.com
AIM: LizzyErky1
Skype: LizzyErky

Sinclair, Erin

From: Toni Nolfi <toninolfi@yahoo.com>
Sent: Friday, November 14, 2014 12:20 PM
To: Sinclair, Erin
Subject: Farmers Market Committee

Hi Erin,

Being on the Farmers Market Committee from the beginning, I would like to continue to be a member on the committee. If you have any questions, let me know. Thank you in advance for your assistance on this matter.

Toni Nolfi
4 Victoria Ln
Stoneham, MA
781-438-2929

Sinclair, Erin

From: annmarie oneill <amoneill118@yahoo.com>
Sent: Monday, December 01, 2014 3:11 PM
To: Sinclair, Erin
Subject: For consideration of Farmer's Market Appointment

To whom it may concern,

I respectfully request a formal appointment to the newly formed Farmer's Market Committee. During the summer of 2013 I was a participant in a group who had a strong interest in resurrecting this project. Unfortunately, we were unsuccessful. However, during last summer, 2014 a different group of people came together with the purpose of forming a Farmer's Market for Stoneham. I, again, was part of this group. As such, I would like to formally request a seat at the Farmer's Market Committee. I thank you in advance for your time and your consideration.

Yours Truly,
Ann Marie O'Neill

Sinclair, Erin

From: Anthony Wilson <aww181@yahoo.com>
Sent: Thursday, December 11, 2014 3:05 PM
To: Sinclair, Erin
Cc: William H. Solomon; Tom Boussy
Subject: Greenway Warrant
Attachments: TownMeetingPetition-v2.docx

Hello Erin,

Can you please include this note in the information packet for the BOS under the section to accept warrant articles? The original petition was written before Recreation Park was removed and it is now causing concern. I would like to request one of two actions by the BOS when they place the Greenway Article on the Warrant. If possible, I would like the BOS to make the very minor modification in the version of the Article attached to show the trail is now planned to stop at Gould St. (attached) This is a change since the initial drafting of the petition that should be reflected since it is now the plan.

If that is not possible, I request that the selectmen place an explanatory note in with the warrant that states the intent to submit a motion that ends at Gould Street. The current engineering drawings do not have include Recreation Park and no easements will be included on the motion for the Park.

Sincerely,

Anthony

#1A

Stoneham Greenway – Request for Special Town Meeting

To see if the Town will vote to authorize the Board of Selectmen to acquire land parcels, permanent and temporary easements, and/or other rights in land and to dedicate Town-owned land for the purpose of obtaining a secure and public right of way in the general area of the former railroad right of way, formerly known as the Stoneham Branch Right of Way for the below referenced Bikeway/Greenway. The parcels affected shall include those shown on plans prepared by Fay, Spofford & Thorndike LLC and on file at town hall. This will allow for the construction of the Multi-Use Trail project and roadway safety improvements of the Tri-Community Bikeway/Greenway project along and in the area of said former railroad right of way running from the Woburn Town line to Gerry Court at the far end of Recreation Park. Further that the Selectmen may acquire such rights in additional real property, including these parcels, modification of these parcels, other necessary rights, easements and/or other rights related thereto through any legal means, including purchase, gift and/or eminent domain and take such other actions as needed to effectuate this vote. Further, to use funds available from the Rail Road Right of Way Special Article Account (fund #029048) and/or Rail Road Right of Way Special Fund (fund #4012) (combined current balance of \$47,663 on 10/24/2014) as needed for such acquisitions and to defray any associated right of way or acquisition costs or expenses connected with this project. or act on anything relating thereto

TOWN OF STONEHAM
BOARD OF SELECTMEN
2014 NOV 31 A 8:14

PLEASE SIGN YOUR NAME AS IT APPEARS ON THE VOTER LIST AND CLEARLY PRINT YOUR ADDRESS WITH STREET & NUMBER.

We, the undersigned registered voters of Stoneham, do hereby petition the Board of Selectmen to include the above Article in the Warrant of the next Town Meeting.

#	Name as Registered (Print)	Signature	Voting Address
✓	Kathryn Murphy	Kathryn Murphy	41 Fairview Road
✓	Jeffrey M. Murphy	Jeffrey M. Murphy	41 Fairview Rd
✓	Lauren R. Murphy	Lauren R. Murphy	41 Fairview Rd.
✓	Ruth M. Smith	Ruth M. Smith	41 Fairview Rd.
✓	Nancy Dalton	Nancy Dalton	35 Bow St
N	Stephen O'Leary	Stephen O'Leary	34 Cottage St
✓	Linda Veitch	Linda Veitch	34 Fairview Rd
✓	Christopher Murphy	Chris Murphy	41 Fairview Rd
✓	Shawn Murphy	Shawn Murphy	42 Fairview Rd
✓	Suzanne Thistle	Suzanne Thistle	69 High St.
✓	Kathleen Daly	Kathleen Daly	3 Winthrop St
✓	Will Topp	Will Topp	74 Collincoate St.
✓	Marcy Moorey	M. Moorey	42 Fairview Rd.
✓	Kathryn Fitzgerald	Kathryn Fitzgerald	14 Peabody Rd.
✓	Frances Akell	Frances Akell	40 Fairview Rd
✓	Frances Akell	Frances F Akell	40 Fairview Rd
✓	Greenwell	Greenwell	13 Beacon St

#1B

Stoneham Greenway – Request for Special Town Meeting

To see if the Town will vote to authorize the Board of Selectmen to acquire land parcels, permanent and temporary easements, and/or other rights in land and to dedicate Town-owned land for the purpose of obtaining a secure and public right of way in the general area of the former railroad right of way, formerly known as the Stoneham Branch Right of Way for the below referenced Bikeway/Greenway. The parcels affected shall include those shown on plans prepared by Fay, Spofford & Thorndike LLC and on file at town hall. This will allow for the construction of the Multi-Use Trail project and roadway safety improvements of the Tri-Community Bikeway/Greenway project along and in the area of said former railroad right of way running from the Woburn Town line to ~~Gerry Court at the far end of Recreation Park~~ the south side of Gould Street. Further that the Selectmen may acquire such rights in additional real property, including these parcels, modification of these parcels, other necessary rights, easements and/or other rights related thereto through any legal means, including purchase, gift and/or eminent domain and take such other actions as needed to effectuate this vote. Further, to use funds available from the Rail Road Right of Way Special Article Account (fund #029048) and/or Rail Road Right of Way Special Fund (fund #4012) (combined current balance of \$47,663 on 10/24/2014) as needed for such acquisitions and to defray any associated right of way or acquisition costs or expenses connected with this project. or act on anything relating thereto

TOWN OF STONEHAM
BOARD OF SELECTMEN
2014 DEC 11 P 3:31

#2

See if the Town will vote to amend the Stoneham Town Code, Chapter 15, zoning By-law by amending the Zoning Map and Section 4.3.3.1(h) and Section 5.2.1 Table One Dimensional Requirements as follows:

1.) by amending the Zoning Map of the Town of Stoneham to add to the Residence B District the following described property at 42 Pleasant Street:

Beginning at a point on the Northerly side of Pleasant Street being the Southwesterly lot corner of the subject property; thence

- N 24°41'00" E Thirty-three and 00/100 (33.00) feet; thence
- N 61°44'00" W Thirty and 64/100 (30.64) feet; thence
- N 13°03'10" E Three Hundred Forty and 42/100 (340.42) feet; thence
- N 17°52'10" E Sixteen and 00/100 (16.00) feet; thence
- S 76°07'55" E Eighty-three and 39/100 (83.39) feet; thence
- S 86°53'47" E Eighty-nine and 75/100 (89.75) feet; thence

TOWN OF STONEHAM
BOARD OF SELECTMEN
2014 DEC -4 A 8:11

by a curve with a radius of One thousand, One hundred Twenty-five and 23/100 (1,125.23) feet and an arc length of One hundred Twenty-one and 17/100 (121.17) feet; thence

- S 12°53'45" W Two Hundred Seventy-five and 09/100 (275.09) feet; thence
- N 52°21'50" W Fifty-three and 82/100 (53.82) feet; thence
- S 37°38'10" W Eighty-six and 18/100 (86.18) feet; thence
- N 52°21'50"W Ninety-four and 84/100 (94.84) feet along Pleasant Street to the Point of Beginning

The above described property contains 75,891 square feet of land, and

2.) by amending Section 4.3.3.1(h) to read as follows: Section 4.3.3.1(h) If there is more than one (1) such structure on a lot of record, there shall be at least sixty (60) feet between each structure except for town houses where there shall be at least forty-five (45) feet between each structure. The only exception may be that no more than three (3) buildings may each be interconnected by a covered walkway or breezeway for reasons of convenience and shelter from the elements, if such walkway, in the opinion of the Planning Board and the Board of Selectmen, shall not impair services to the buildings by emergency vehicles or equipment. Such buildings so interconnected shall be deemed as separate and individual buildings for the purposes of administering the Rules and Regulations Governing the Subdivision of Land for the Town of Stoneham. (5-1-95, Art. 11) and,

3.) and by amending Section 5.2.1 Table One - Dimensional Requirements as attached:

August Niewenhous, Chairman
Stoneham Planning Board

Section 5.2.1 TABLE ONE - DIMENSIONAL REQUIREMENTS

District	Minimum Lot Size in Square Feet	Frontage & Lot Width in Feet ⁽²⁾	Percent Coverage ⁽³⁾	Front	Minimum Setback in Feet Side ⁽⁴⁾⁽¹⁵⁾	Rear ⁽¹⁵⁾	Height in Feet
<i>Residence A</i>	10,000 ⁽¹⁾	90	30	20	10 ⁽⁸⁾	15 ⁽⁸⁾⁽¹⁰⁾	30
<i>Residence B</i>	7,000 ⁽⁵⁾	75 ⁽⁷⁾	20 ⁽²⁴⁾	15 ⁽⁶⁾	10 ⁽⁶⁾ 25	15 ⁽⁶⁾ 8 ⁽⁸⁾ 10 ⁽⁹⁾ 25	30
<i>Neighborhood Business</i>	10,000	100	50	15	15	15	30
<i>Business</i>	None Required	None Required	75	15	10	15	45
<i>Central Business</i>	None Required	None Required	100	None	None	None	45
<i>Highway Business</i>	10,000	100	75	20 ⁽⁹⁾	5	5	45
<i>Commercial</i>	20,000	100	75	15	10	10	65 ⁽¹⁸⁾
<i>Residential Overlay Fallon Road</i>	200,000 ⁽²³⁾ Maximum density = 20 units/acre	150	30	20	20	10	65 ⁽¹⁹⁾
<i>Medical⁽¹¹⁾</i>	40,000	150	40	40	20	50	65
<i>Recreation/Open Space</i>	40,000	150	5	40	20	50	30
<i>Education⁽¹²⁾</i>	50,000	45	35	20	13	20	55
<i>Medical/Office/Residential</i>	200,000/200,000/200,000	150/150/150	30/30/30	40 ⁽¹³⁾ / 30 ⁽¹³⁾ /30 ⁽¹³⁾	20 ⁽¹³⁾ /20 ⁽¹³⁾ /10 ⁽¹³⁾ (14)	20 ⁽¹³⁾ /20 ⁽¹³⁾ /10 ⁽¹³⁾ (14)	97/97/65
<i>Railroad Right-of-Way Overlay District</i>	None ⁽¹⁷⁾	None ⁽¹⁷⁾	75 ⁽¹⁷⁾	5 ⁽¹⁶⁾ 17	5 ⁽¹⁶⁾ 17	5 ⁽¹⁶⁾ 17	20
<i>East School Multi-Family Overlay District</i>	20,000	Frontage – 150 Width – 130	50	40 ⁽²⁰⁾	10 ⁽²⁰⁾	30 ⁽²⁰⁾	40 ⁽²¹⁾
<i>North Elementary School Overlay District</i>	100,000	Frontage – 50 Width – 50	20	Front 20 ⁽²⁰⁾	Side 10 ⁽²⁰⁾	Rear 30 ⁽²⁰⁾	40 ⁽²²⁾

- (1) Except 40,000 feet for all non-residential uses.
- (2) See 5.3.4 (Reserved)
- (3) Portion of lot devoted to structure.
- (4) Except that no part of a building may be placed within 15' of any street.
- (5) Plus 2,500 for each dwelling unit over one in a structure.
- (6) 30' for three or more dwelling units.
- (7) 150' for three or more dwelling units.
- (8) A minimum distance of ten (10') feet between buildings on adjacent lots in Residence A and B must be maintained.
- (9) Except 15' for freestanding pole or ground signs.
- (10) Except for pools which shall have a ten (10') foot minimum rear setback requirement. (5-12-86)
- (11) Residential uses in the Medical District shall conform to the requirements specified herein for the Residence B District.
- (12) No setback required where abutting public open or recreational space. (5-7-98)
- (13) Retaining walls over four (4') feet in height are permitted within the required front, side, and rear setbacks in the Medical/Office/Residential District.
- (14) Minimum Space between principal buildings on the same lot is ten (10') feet.
- (15) Fences as structures of six (6) feet in height or less and retaining walls of four (4') feet in height or less are excluded from front, side, and rear setback requirements except retaining walls over four (4') feet in height are permitted in the Medical/Office/Residential District in Note (13).
- (16) Except that there shall not be a setback requirement if the property abutting the subject lot line is owned by the same person or entity that is using the property in the Railroad Right-of-Way Overlay District.
- (17) Property in the Railroad Right-of-Way District shall not be used in calculating or otherwise complying with the frontage, lot size, percent lot coverage or setback requirements of an abutting property. (Art. 11, 4-7-09)
- (18) Height may be increased to 85 feet by Special Permit from Planning Board.
- (19) Height may be increased to 80 feet by Special Permit from the Planning Board.
- (20) A flagpole, retaining wall of no greater than five feet (5') in height, ramp, stairway or bulkhead from the ground level to the basement are all excluded from the setback requirements.
- (21) A cupola, chimney or appurtenance accessory to a residential structure and use allowed under this Section 4.20 are all excluded from this height limitation, but in no event may they be greater than fifty-five feet (55') in height.
- (22) A cupola, chimney or appurtenance accessory such multi-family residential structure and use allowed under this Section 4.21 are all excluded from this height limitation, but in no event may they be greater than fifty-five feet (55') in height.
- (23) 10% of Lot Area shall be open space.
- (24) Except for town houses 25% coverage provided however that the lot size is 60,000 square feet or greater.
- (25) Twenty-five (25') feet for town houses provided however that the lot size is 60,000 square feet or greater.

#3



Stoneham Public Library

STONEHAM, MASSACHUSETTS 02180

BOARD OF TRUSTEES

**WARRANT ARTICLE
MONDAY, JANUARY 12, 2015
SPECIAL TOWN MEETING**

To see if the Town will vote to raise and appropriate, or transfer from available funds, the sum of \$10,000 to the budget of the Stoneham Public Library in order to replace outdated computer, printer and IT equipment or do anything in relation thereto.

Submitted by the Stoneham Public Library Board of Trustees

TOWN OF STONEHAM
BOARD OF SELECTMEN
2014 DEC 11 A 11:02

#4

Warrant Article

To see if the Town will vote to amend the Stoneham Town Code, as follows:

1. Amend Chapter 13 Streets and Sidewalks by adding Section 13-11A Water Discharge On Public Ways and Property, as follows:

13-11A.1 No person, including an owner, tenant or occupant of a building, structure or real property, shall pump, pipe, channel or otherwise place or direct water in such a manner as to cause it to flow onto a public way or other public property so as to create stagnant water, icing, a dangerous driving or pedestrian condition, any other safety hazard, or damage to Town property.

13-11A.2 This bylaw may be enforced by the Town as set out in Section 1-4 and 1-4A of the Stoneham Town Code.

2. Amend Chapter 1 General Provisions, by amending Section 1-4A, as follows: Add the following to Section 1-4A:

Section	Subject	Enforcing Person	Fine
Chap. 13A – Sec. 11A	Water Discharge On Public Ways and Property	Director of Public Works	First Offense in 36-month period -Written Warning Second Offense in 36-month period - \$50 Third and each subsequent Offense in 36-month period - \$200

Stoneham Public Works

2014 DEC 11 P 3:54
TOWN OF STONEHAM
BOARD OF SELECTMEN

And you are directed to serve this Warrant by posting attested copies in at least ten (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 this Warrant with your doings thereon to the Town Clerk at the time and place aforesaid.

Given unto our hands this 15th day of December in the year of our Lord two thousand fourteen.

Board of Selectmen

Thomas Boussy, Chairman

John F. DePinto, Vice Chairman

Ann Marie O'Neill

Robert W. Sweeney

Frank Vallarelli

Pursuant to the within warrant I have notified and warned the inhabitants of the Town of Stoneham qualified to vote in elections and Town affairs of the within meeting by posting attested copies of the said Warrant in at least ten (10) public places in the Town on December 22, 2014 and by publishing duly attested copy of said Warrant in the Stoneham Independent on December 31, 2014.

A true copy. Attest: _____
Constable of Stoneham

Stoneham Board of Selectmen – Minutes of Meeting of December 2, 2014

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

Pledge of Allegiance

Approve to Borrow from MWRA \$203,500.00 relating to Article 24 of October 27th-30th, 2014 Town Meeting/Treasurer

Treasurer Diane Murphy was present to explain the following:

I, the Clerk of the Board of Selectmen of the Town of Stoneham, Massachusetts, certify that at a meeting of the board held December 2, 2014, of which meeting all members of the board were duly notified and at which a quorum was present, the following votes were unanimously passed, all of which appear upon the official record of the board in my custody:

Voted: that the sale of the \$203,500 Sewer Bond of the Town dated December 8, 2014, to the Massachusetts Water Resources Authority (the “Authority”) is hereby approved and the Town Treasurer and the Town Administrator are each authorized to execute on behalf of the Town a Loan Agreement and a Financial Assistance Agreement with the Authority with respect to the bond. The bond shall be payable without interest on November 15 of the years and in the principal amounts as follows:

<u>Year</u>	<u>Installment</u>	<u>Year</u>	<u>Installment</u>
2015	\$20,350	2020	\$20,350
2016	20,350	2021	20,350
2017	20,350	2022	20,350
2018	20,350	2023	20,350
2019	20,350	2024	20,350

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

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

Dated: December 2, 2014

Clerk of the Board of Selectmen

Selectmen Vallarelli made a motion to approve the bond, seconded by Selectman Sweeney and a roll call vote was taken.

Voting in Favor:

Selectwoman O’Neill
Selectman Sweeney
Selectman Vallarelli
Chairman Boussy

Motion passed (4-0).

IT Department Update/Tom Cicatelli

Mr. Cicatelli could not attend tonight. This update has been rescheduled for December 15, 2014.

Smitty’s Way Homeowner’s Association/Atty Charles Houghton

Attorney Charles Houghton explained that once the DEP order was received there were changes made due to that. Attorney Solomon has not had a chance to review. They are meeting next week to review and they have agreed to continue this matter to December 15, 2014 Selectmen’s Meeting.

Call for Special Town Meeting and Set Dates for Opening and Closing of Warrant

Selectman Sweeney moved to hold Special Town Meeting on January 12, 2015 at 7:00 p.m. Selectman Sweeney moved to open the warrant on Thursday, December 4, 2014 and close the warrant on Thursday, December 11, 2014 at 4:00 p.m., seconded by Selectwoman O’Neill. A roll call vote was taken.

Voting in Favor:

Selectwoman O'Neill
Selectman Sweeney
Selectman Vallarelli
Chairman Boussy

Motion passed (4-0).

Electronic Voting Committee Setup/Ragucci

Town Administrator Ragucci states that he would like to see Mr. McCormick as a representative from the Finance & Advisory Board, a Capital Committee member, 3 members of the general public (with some technology knowledge and presence at town meeting), Town Clerk, Town Moderator and a member from the Board of Selectmen. Mr. Ragucci suggests the voting members be George McCormick, the Capital Committee member and the 3 members of the general public. Selectman Sweeney's concern with this is the cost and that this is not a priority right now. He states that there are more important issues that need to be addressed. Selectman Sweeney also stated he spoke with the Town Clerk and she agreed that this is not a priority. Selectwoman O'Neill states that there is nothing wrong with setting up a committee to gather information on this option that the town can refer back to when and if we have the money is available. Devon Manchester states he agrees with everything that is being said and asks if Mr. Sweeney is in favor of the committee. Mr. Sweeney states yes. Anthony Wilson states there are grants out there that could pay for these and these are things we can look at. Bob Ranieri states Mr. McCormick gave a great presentation but also feels this is not a priority at this time. Marcia Wengen asks Mr. Sweeney if he at liberty to say why the Town Clerk is not in Favor. Mr. Sweeney states for the same reasons which are cost and priority. Robert Shannon asks about paper ballots. Chairman Boussy explains that could be more time consuming. Selectman Sweeney made a motion to setup the committee, seconded by Selectwoman O'Neill and **unanimously voted (4-0).**

Appointment to Disability Committee

Selectman Sweeney made a motion to appoint Howard Porter to the Disability Committee to finish a three year term effective until April 30, 2016, seconded by Selectwoman O'Neill and **unanimously voted (4-0).**

Approve Entertainment License Renewals

Selectwoman O'Neill moved for approval of the Entertainment License Renewals contingent on taxes being paid: RICHU W.Y., dba Shabu Sai Asian Bistro/58B Montvale Avenue, Jagat Enterprises Inc., dba Rang Indian Bistro/6 Central Square and Felicia's/423 Main Street. Motion was seconded by Selectman Sweeney and **unanimously voted (4-0).**

Approve Class I Renewals

Selectwoman O'Neill moved for approval of the Class I License renewal for Kelly Nissan of Woburn/95 Cedar Street. Motion was seconded by Selectman Sweeney and **unanimously voted (4-0).**

Approve Class II Renewals

Selectwoman O'Neill moved for approval of the Class II License renewal for Fedele Auto Sales/263 Main Street. Motion was seconded by Selectman Sweeney and **unanimously voted (4-0).**

Approve Common Victualler License Renewals

Selectwoman O'Neill moved for approval of the following Common Victualler renewals contingent on taxes being paid: Moon Glow dba China Moon/170 Main Street, Johnny's Famous Roastbeef/125 Main Street, Five Guys Burgers & Fries/67 Main Street, Sunnyhurst Donuts dba Dunkin Donuts/196 Main Street, RICHU W.Y., dba Shabu Sai Asian Bistro J/58B Montvale Avenue, Burger King/197 Main Street, Felicia's/423 Main Street and 99 Restaurant & Pub/10 Main Street, seconded by Selectman Sweeney. **Motion was unanimously voted (4-0).**

Approve Minutes

Selectwoman O'Neill made motion to approve minutes of November 25, 2014, seconded by Selectman Vallarelli and **voted (3-0-1).** Chairman Boussy abstained.

December 2, 2014 (3)

Town Administrator

Town Administrator Ragucci states that Stoneham Oaks is closed. He is looking to close Unicorn on December 13, 2014.

Miscellaneous Correspondence

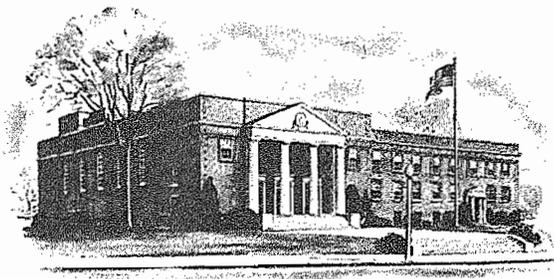
Selectwoman O'Neill would like to see the street light complaints answered on See Click Fix. Town Administrator Ragucci states that the Police are making lists on their shifts of what street lights are out and they are reporting to the DPW every morning. Selectman Sweeney requests Mr. Ragucci have the lights in the Common fixed along with a light on Pond Street. Selectwoman O'Neill asked Mr. Ragucci to remind the Department Heads respond on See Click Fix. Selectwoman O'Neill discussed the issue of the hot top being used for the curbing and sidewalks around town. Mrs. O'Neill states that she feels this is a safety issue. The Board would like to see a plan in place for replacement of sidewalks using concrete and granite. Scott LeBeau, 55 Pleasant Street also feels using the hot top with no curb is a safety hazard especially where his house is 7 feet from the street. Anthony Wilson states maybe having a white line to distinguish between curb and street. Selectwoman O'Neill asks Mr. Ragucci about funds from safe routes or complete streets. Mr. Ragucci will look into these and look into setting up at 5 year plan. Selectman Vallarelli asks Mr. Ragucci about the hookup fees for the 2nd meter if this is replacing an existing policy. Mr. Ragucci states this new policy puts us in line with surrounding communities. Selectman Sweeney asks Mr. Ragucci to setup up a committee to look into the options for a second sheet of ice. Selectman Sweeney suggests to include hockey people, a Finance & Advisory Board Member, Open Space and Recreation members.

Selectman Sweeney made a motion to adjourn, seconded by Selectwoman O'Neill **and unanimously voted (4-0)**.

Meeting adjourned at 7:45 p.m.

Respectfully submitted,

Erin Sinclair



TOWN OF
STONEHAM

47 CENTRAL STREET
MASSACHUSETTS
02180



JAMES T. McINTYRE
CHIEF OF POLICE



POLICE DEPARTMENT
(781) 438-1215
Fax: (781) 279-9084

TO: Thomas Boussy
Chairman, Board of Selectmen

FROM: James McIntyre
Chief of Police 

DATE: November 19, 2014

SUBJECT: Liquor License Renewals

The Stoneham Police Department conducted a review of dispatch records for incidents involving applicants seeking renewal of the following liquor licenses:

American Legion Stoneham Post #115 - 11 Common Street – no apparent violations

Moon Glow Restaurant, Inc. d/b/a China Moon – 170 Main Street – no apparent violations

Gaetano, Inc. d/b/a Gaetano's – 271 Main Street – no apparent violations

B.P.O.E. Lodge 2211 Stoneham – 471 Main Street – no apparent violations

Marty's Caterers, Inc. d/b/a Montvale Plaza – 54 Montvale Avenue - no apparent violations

Bear Hill Golf Club, Inc. – 5 North Street - no apparent violations

The Marconi Club of Stoneham MA, Inc. – 47 Pine Street - no apparent violations

RCM Group, Inc. d/b/a J.J. Grimsby & Co. – 301 West Wyoming Avenue - no apparent violations

Improved Order of Redmen Wamscott Tribe #39 – 11 Franklin Street - no apparent violations

Ganglani Corporation d/b/a Redstone Liquors – 109 Main Street - no apparent violations

Cerretani Liquors, Inc. d/b/a Rapid Liquors – 171 Main Street - no apparent violations

Rahde LLC d/b/a Center Beverages – 425 Main Street - no apparent violations

Felicia's, Inc. d/b/a Felicia's – no apparent violations

99 Restaurants of Boston, LLC. – 10 Main Street - no apparent violations

Angelo's Pizzeria and Ristorante, Inc. – 239 Main Street - no apparent violations

Stoneham Theater Corporation d/b/a Stoneham Theater – 393 Main Street - no apparent violations

Kromel's LLC. d/b/a Melissa's Main Street Bistro – 407 Main Street - no apparent violations

Long Run, Inc. d/b/a Sato II Restaurant – 147 Main Street - no apparent violations

Jagat Enterprise, Inc. d/b/a Rang Indian Bistro – 5 Central Square - no apparent violations

R&W DiNunzio Corporation d/b/a Taste of Siam – 497-499 Main Street - no apparent violations

Long Stream, Inc. d/b/a Fusian Taste Asian Restaurant – 19 Franklin Street - no apparent violations

Liquid Investments, Inc. d/b/a Bacci's Restaurant – 316-320 Main Street - no apparent violations

RWJ Beverage (MA), LLC. d/b/a RWJ Beverage – 85 Cedar Street - no apparent violations

S&A Ventures, Inc. d/b/a Aldo's Café – 125 Main Street - no apparent violations

Zheng Restaurant, Inc. d/b/a Tulip Asian Cuisine – 119 Main Street - no apparent violations

CMKP-Stone Corp. d/b/a McDonough's Liquor – 9 Central Street - no apparent violations

Richu W.Y. Inc. d/b/a Kyotoya Japanese Restaurant – 58B Montvale Ave – no apparent violations

The Appian Club – 42C Pleasant Street – no apparent violations

URC LLC d/b/a Uno Fresco – 101 Main Street – no apparent violations

Based upon the information reviewed, I offer no objections to the renewal of these liquor licenses. If you have any questions, please do not hesitate in contacting me.

Package Store License Renewals

RWJ Beverage	85 Cedar Street
RADHE, LLC dba Center Beverage	425 Main Street
Cerretani Liquors dba Rapid Liquors	171 Main Street
Ganglani Corporation dba Redstone Liquors	109 Main Street
CMKP Stone Corp dba McDonough's Liquors	9 Central Square

Club Renewal License

American Legion Stoneham Post #115	11 Common Street
Improved Order of Redman Wamscott Tribe 39	11 Franklin Street
The Marconi Club of Stoneham	47 Pine Street
Bear Hill Golf Club	5 North Street
BPOE Lodge 2211 Stoneham	471 Main Street
The Appian Club	42C Pleasant Street

All Alcohol Renewal License	
Moon Glow Restaurant Inc dba China Moon	170 Main Street
Gaetano's	271 Main Street
Marty's Caterers, Inc. dba Montvale Plaza	54 Montvale Avenue
RCM Group Inc. dba J.J. Grimsby & Co	301 W. Wyoming Avenue
Felicia's	423 Main Street
99 Restaurant	10 Main Street
Angelo's Pizzeria & Restaurante	239 Main Street
Kromel's LLC dba Melissa's Main Street Bistro	407 Main Street
Long Run Inc dba Sato II	147 Main Street
Jagat Enterprises dba Rang Indian Bistro	5 Central Square
R&W DiNunzio Corp dba Taste of Siam	497-499 Main Street
Long Stream Inc dba Fusion Taste Asian Restaurant	19 Franklin Street
RICHU W.Y. Inc dba Shabu Sai Asian Bistro J	58 Montvale Avenue
S&A Ventures Inc dba Aldo's Café	125 Main Street
Zheng Restaurant Inc. dba Tulip Asian Cuisine	119 Main Street
Full Service Food Corp. dba Bacci's	316-320 Main Street

**Town of Stoneham
Liquor Licensing Authority
Minutes of Meeting of
November 18, 2014**

Chairman Boussy called the meeting to order at 8:15 p.m.

Members present:

John F. DePinto
Ann Marie O'Neill
Robert W. Sweeney
Frank Vallarelli

Transfer/Restaurant All Alcoholic License from Liquid Investments d/b/a Bacci's Restaurant to Full Service Food Corp., d/b/a Bacci's Restaurant/316-320 Main Street

Selectman DePinto read the legal ad. Mr. Paul Giannelli there on behalf of Richard and John DeCristofaro who are the potential buyers/managers of Bacci's Restaurant. Selectman DePinto asked if they were TIPS certified. Mr. DeCristofaro answered yes. Chairman Boussy opens public hearing. No one spoke in opposition to the transfer of license. Selectman DePinto moved approval for Transfer of Restaurant All Alcoholic License from Liquid Investments Inc. d/b/a Bacci's Restaurant to Full Service Food Corp., d/b/a Bacci's Restaurant, 316-320 Main Street, seconded by Selectman Sweeney. A roll call vote was taken.

Voting in favor:

Selectman DePinto
Selectwoman O'Neill
Selectman Sweeney
Selectman Vallarelli
Chairman Boussy

Motion was unanimously voted (5-0).

Approve Sunday Hours Change/RADHE LLC d/b/a Center Beverage/425 Main Street

No vote was taken.

Approve LLA Minutes

Selectman DePinto made a motion to accept LLA Minutes of October 7, 2014, seconded by Selectwoman O'Neill and **unanimously voted (5-0)**. Selectman Sweeney made a motion to accept LLA Minutes of October 27, 2014, seconded by Selectwoman O'Neill and **voted (4-0-1)**. Selectman Vallarelli abstained.

Selectman Sweeney made a motion to return to the Board of Selectmen, seconded by Selectman DePinto. A roll call vote was taken.

Voting in favor:

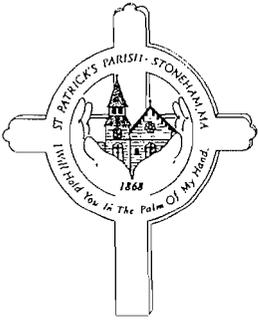
Selectman DePinto
Selectwoman O'Neill
Selectman Sweeney
Selectman Vallarelli
Chairman Boussy

Motion was unanimously voted (5-0).

Meeting adjourned 8:23 at p.m.

Respectfully submitted,

Erin Sinclair



Saint Patrick Parish

9 POMEWORTH STREET • STONEHAM, MASSACHUSETTS 02180 • Telephone 781-438-0960 • Fax 781-435-0075

Memo

To: Board of Selectmen
From: Rev. Mario J. Orrigo
Date: December 1, 2014
Subject: Non-Profit Alcoholic Beverage License

This is to request a non-profit alcoholic beverage license for wine and beer to be served at Trivia Night on January 24, 2015. The event will take place at St. Patrick Parish Center, 71 Central Street, Stoneham and the liquor will be stored in the kitchen area.

Attached is the check for \$25 and a Certificate of Liability Insurance for \$1,000,000.

Please issue the license from 8:30 AM to 12:00 Midnight to:

Rev. Mario J. Orrigo, Pastor
Saint Patrick Parish
9 Pomeworth Street
Stoneham, MA 02180



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2014

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 Roman Catholic Archdiocese of Boston 66 Brooks Drive Braintree, MA 02184	CONTACT NAME:	
	PHONE (A/C, No, Ext):	617-746-5742
	FAX (A/C, No):	617-779-4572
	E-MAIL ADDRESS:	ormadmin@rcab.org
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Catholic Risk Retention Group	10083-001
INSURED Location 360-000 Saint Patrick Roman Catholic Parish & School 9 Pomeworth Street Stoneham MA 02180	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 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 checked="" type="checkbox"/> OCCUR			RCAB \$250,000.00 RRG 10358-17 \$750,000.00	07/01/14	07/01/15	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> Host Liquor Liability						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						GENERAL AGGREGATE	\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PRODUCTS - COMP/OP AGG	\$
								\$
							COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
							PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of General Liability including Host Liquor Liability for Parish trivia night scheduled for January 24, 2015.

CERTIFICATE HOLDER Town of Stoneham, MA Town Hall 35 Central Street Stoneham, MA 02180	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Common Vic License Renewals	
Fortune House	418 Main Street
ISHA LLC dba Subway	200B Main Street
Stoneham Pizza	232 Main Street
Pizza Mia	67 Franklin Street
Pignone's Café	319 Main Street
Red Plaza Donuts LLC dba Dunkin Donuts	65 Main Street
Tsakmakis Inc. dba Deliworks	62F Montvale Avenue
Café Central	8 Central Stret
Anthony's	408 Main Street
Andrea's House of Pizza	498 Main Street
Kromel's LLC dba Melissa's Main Street Bistro	407 Main Street
Gaetano's	271 Main Street
R&W DiNunzio Corp dba Taste of Siam	497-499 Main Street
Full Service Food Corp dba Bacci's	316-320 Main Street
S&A Ventures Inc dba Aldo's Café	125 Main Street
Jagat Enterprises dba Rang Indian Bistro	5 Central Square
Portugal Donuts dba Dunkin Donuts	2 Lynn Fells Parkway

Cultural Council

One (1) member appointment to a three-year term effective until December 2017.

CANDIDATE:

* Jane DiGangi
16 Summer Street

Sinclair, Erin

Subject: FW: Cultural Council Appointment

From: Stoneham Cultural Council [mailto:stonehamculture@gmail.com]

Sent: Friday, December 12, 2014 9:42 AM

To: Sinclair, Erin

Subject: Re: Cultural Council Appointment

Hi Erin--

It's Jane DiGangi, 16 Summer Street, Stoneham 02180, phone 781-750-1028, email digangi@rcn.com.

Thanks!

Dennis

Erin-- Stoneham resident and former Council member Jane DiGangi has expressed her interest in rejoining the Council for this year. She would give us the five needed in order to award the grants for 2015. Can she get on the next Selectmen meeting agenda? We have to have our meeting this month in order to award the grants.
Thanks!

Dennis

(781) 572-8467