

Recommendations for Best Practice Areas Selection:

The Board of Selectmen must identify three areas of best practices. For convenience, the following were selected out of the 38 areas. Any and all areas can be considered.

- **Financial Management:**

Budget Document

Best Practice: The annual budget is a municipality's most important annual policy-making document. As such, the budget document details all revenues and expenditures, provides a narrative describing priorities and financial challenges, and otherwise offers clear and transparent communication of community policies to residents and businesses.

Long-Range Planning/Forecasting

Best Practice: Financial forecasting and long-term planning help communities detect fiscal challenges earlier, develop strategies to address issues that emerge, and provide the context for analyzing multi-year contracts and other financial trends. There is a documented financial planning process and plan that assesses long-term financial implications of current and proposed policies, programs and assumptions.

- **Housing & Economic Development**

Competitiveness

Best Practice: There is evidence of the continuous use of performance measures for the evaluation of how competitive the community is compared to other communities in terms of attractiveness for commercial development, and housing expansion.

- **Energy / Environment**

Sustainable Development & Land Protection

Best Practice: There is a Master, Open Space and Recreation, or other Plan to guide future land conservation and development; Smart growth consistent zoning has been adopted (e.g. techniques in the MA Smart Growth/Smart Energy Toolkit); Investments in infrastructure and land conservation are consistent with the MA Sustainable Development Principles.

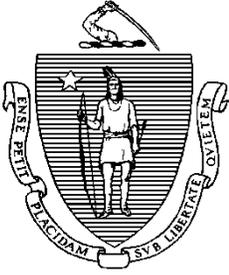
Other (Green Communities)

Best Practice: Assistance with having the municipality identify measureable energy use reduction goals and become a Green Community.

- **Transportation / Citizen Safety**

Complete Streets

Best Practice: Complete Streets policies and programs provide accommodations for all users and modes, create safer and more livable neighborhoods, and encourage healthy transportation alternatives. The municipality will become certified through MassDOT and demonstrate the regular and routine inclusion of complete streets design elements and infrastructure on locally-funded roads.



Office of the Governor
Commonwealth of Massachusetts
State House • Boston, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

June 11, 2015

Dear Municipal Executive:

The Baker-Polito Administration is pleased to announce the opening of the inaugural round of Community Compact applications. For the past 5 months, Governor Baker and I have traveled the Commonwealth and met with municipal leaders. In partnering with our hardworking municipalities, we pave the way for better and brighter opportunities in our schools and communities.

Becoming a strong partner with our municipalities is a critical first step in the right direction for our Administration, and the Community Compact agreements are one way the state is being responsive to the needs of municipalities. The Compact spells out the commitments of the state and gives the municipal leader the flexibility to choose a best practice (or practices) that make the most sense for your community. The website includes a listing of the best practice areas to choose from.

To help inform you in considering entering into a Community Compact, the website includes a helpful Question and Answer section. There will be no cost to your community to enter into a Compact and the state will endeavor to provide you with resources toward implementing your chosen best practice (or practices). For more information and to apply please visit: www.mass.gov/CCC.

You may access the application page, however to begin the application you will need a password. The password for your community is yuBuSP6w. Applications cannot be saved once they are started and should be completed all at once. Your community can only make one submission for this cycle. Applications are accepted on a rolling basis and will be reviewed within one month of submission.

As the Chair of the Community Compact Cabinet, I look forward to working with you in the coming weeks and months. If you have any questions, contact Sean Cronin, Senior Deputy Commissioner of Local Services, at croninse@dor.state.ma.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Karyn E. Polito".

KARYN E. POLITO
LIEUTENANT GOVERNOR

Commonwealth of Massachusetts



**Community Compact Cabinet
&
Becoming a “Compact Community”**



What is the CCC



- **Created by the Governor's first Executive Order (#554), the Community Compact Cabinet (CCC)**
 - Improves state-municipal relations by having state agencies work better with and for municipalities
 - Works to better coordinate and leverage state resources available to cities and towns
 - Strives to incentivize best practices at the local level

- **Membership:**
 - Lieutenant Governor (Chair)
 - Senior Deputy Commissioner, Division of Local Services (Vice-Chair)
 - Secretary of the Executive Office of Housing and Economic Development
 - Secretary of the Executive Office of Education
 - Secretary of Transportation
 - Secretary of the Executive Office of Energy and Environmental Affairs
 - Assistant Secretary for Operational Services
 - Chief Information Officer



Areas of Responsibility



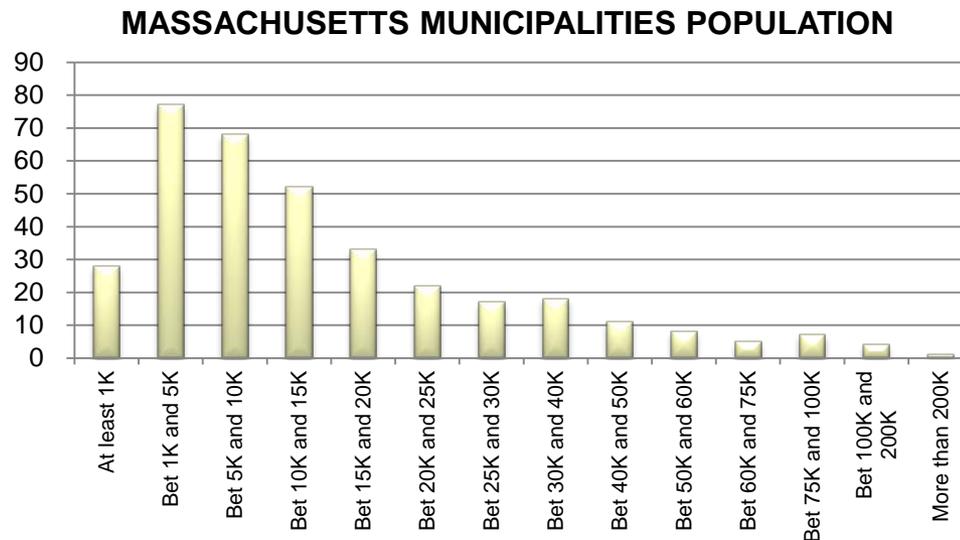
- Champion municipal interests across all executive secretariats and agencies;
- Develop mutual standards of best practices for both the state and municipalities;
- Develop ideas to incentivize adoption of best practices at the municipal and school district level;
- Work with the Local Government Advisory Commission (LGAC) to resolve issues and implement recommendations made by the LGAC and approved by the Governor;
- Review state regulatory burdens on municipalities and school districts and recommend reforms;
- Understand the major cost drivers of municipalities and school districts and identify actions that the Commonwealth, municipalities and school districts can take to control them;
- Identify and remove barriers to economic development opportunities for cities and towns;
- Empower cities and towns and school districts by finding new ways for local governments to leverage state resources and capacity.



Inclusive Approach – Assistance for all Communities



- Massachusetts is a Commonwealth of 351 cities and towns - both large and small



- The Baker/Polito Administration is committed to helping all communities achieve best practices
- Any community, regardless of population, that enters into a Compact will be eligible for technical assistance



What is a Community Compact?



- **The Community Compact is a voluntary, mutual agreement between the Administration and municipality**
- **In a Community Compact, a community will agree to implement at least one best practice that they select from across a variety of areas**
- **Once approved, the written agreement will be generated and signed by both the municipality and the Commonwealth**
- **The Compact also articulates the commitments the Commonwealth will make on behalf of all communities**



Commonwealth's Commitments



- **As a sign of its commitment to an improved partnership with cities and towns, the Baker-Polito Administration:**
 - **Intends to be a reliable partner on local aid.**
 - **Pledges to work with our partners in the Legislature toward earlier local aid formula funding levels.**
 - **Will work to make available technical assistance opportunities for cities and towns as they work toward best practices.**
 - **Will not propose any new unfunded state mandates, and we will look at existing mandates with a goal toward making it easier to manage municipal governments.**
 - **Will give special attention, in its review of state regulations, to those that affect the ability of municipalities to govern themselves.**
 - **Pledges to work closely with municipal leaders to expand opportunities to add municipal voices to those state boards and commissions that impact local governments.**
 - **Will introduce incentives for municipalities that sign Compacts in existing and proposed state grant opportunities, including proposals for technical assistance grants available only to compact communities.**
 - **Will identify ways to expedite state reviews that can often slow down economic development opportunities or hinder other municipal interests.**



Why Enter Into a Community Compact?



- **Allows your community to implement a best practice(s) that you might otherwise be unable to**
- **Shows residents and taxpayers that you are striving to follow best practices**
- **The Commonwealth will offer incentives, including prioritizing Commonwealth technical assistance resources to help reach your chosen best practice(s)**
- **Extra points on certain grants, and a grant program specifically for Compact communities, are also incentives**



How to Become a Compact Community



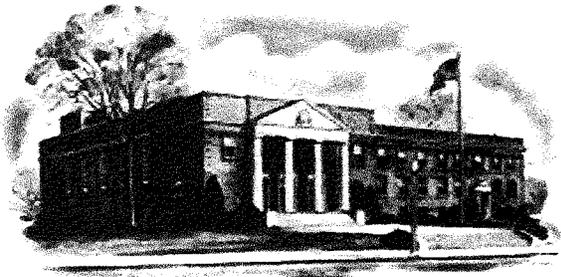
- Visit Mass.gov/CCC and choose “Compact Application”
- Then choose the Best Practice(s) you want to implement and briefly explain why
- Hit submit and that’s it!
- Division of Local Services (DLS) will review and forward to the appropriate Secretariat for review and follow-up with the municipality
- The Commonwealth will work with the municipality to obtain technical assistance resources to help reach your chosen best practice(s)
- Each Compact agreement will run for two years
 - During the two year period of each compact, the DLS will monitor progress
 - Progress payments made based on project timeline community has with consultant



Areas of Best Practices



Financial Management	Housing / Economic Development	Education	Energy / Environment	Technology	Transportation / Citizen Safety	Regional Cooperation
Budget Document	Preparing for success	Administration and finance	Maximizing energy efficiency and Renewable opportunities	Cyber-security	Complete streets	Explore sharing services/regionalize
Financial policies	Housing	Coordination and collaboration - professional development	Climate Change mitigation and adaptation	Transparency	Safe routes to school	
Long-range planning	Infrastructure	Coordination and collaboration - higher education	Sustainable development and land protection	Business continuity	A safe and mobile future for older drivers	
Capital planning	Competitiveness	Coordination and collaboration - transition	Comprehensive water resource management	Citizen engagement	Sharing best practices	
Review Financial Management Structure	Job creation & retention	Coordination and collaboration - early education	Waste and site cleanup	Data standards	Citizen safety	
Other	Other	Other	Promoting agriculture	Other	Other	
			Other			



*James T. McIntyre
Chief of Police*

Town of
STONEHAM

47 CENTRAL STREET
MASSACHUSETTS
02180

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

TO: Chairman Thomas Boussy
Board of Selectmen

FROM: Chief James McIntyre 

DATE: August 31, 2015

SUBJECT: Veteran's Day 5K Walk/Run

The Stoneham Police Department received a letter from Megan Day, a Stoneham resident, seeking permission to hold a 5K walk/run on Veteran's Day, November 11, 2015. I have spoken with Mrs. Day concerning the race and the proposed route. Mrs. Day is aware that police details will be needed for traffic control and has agreed to pay this cost.

I understand that Mrs. Day has sent a letter to the Board of Selectmen seeking approval for this race. The police department offers no objections to the race at this time.

Should you have any questions, please contact me.

September 3, 2015

Mr. Tom Boussy
Chairman
Board of Selectmen
Town of Stoneham
35 Central Street
Stoneham, MA 02180

Dear Mr. Chairman:

On behalf of the Veterans Day Memorial Race Committee, I am requesting permission for temporary road closures and police details on November 11, 2015 for the Veterans Day Memorial 5K Run/Walk. With your approval, we plan to use the enclosed USA Track and Field Course Route..

Veterans Day Memorial Run/Walk Overview

Name: Veterans Day Memorial 5K Run/Walk
Date: Wednesday, Nov. 11, 2015
Time: 11:30AM – 1:30PM
Number of participants: Between 200 – 250

The plan is for participants to attend the town's Veterans Day Ceremony from 10:45 AM – 11:11AM on the Common. After the ceremony, they will proceed to the north side of Emerson Street for the race start at 11:30. The race will conclude on the west side of Central Street. We estimate that it will take approximately two hours for everyone to complete the course.

We request that Emerson Street be closed from 9:30AM – 10:45AM to allow the timing company to set up and break down the starting line, as well as allow for participants to assemble. We also request that Central Street (from the intersection of Emerson to the intersection of Common Street) be closed from 10:00AM – 1:30PM to allow for set up and break down of the finish line and to give participants adequate time to complete the course.

Please let me know what additional information you need from the committee so that we may get the necessary permits and police details in order. I can be reached anytime at (617) 548-7721 or by email at megankday@gmail.com.

Thank you in advance for you time.

Sincerely,



Megan Day
49 Perkins Street
Stoneham, MA 02180

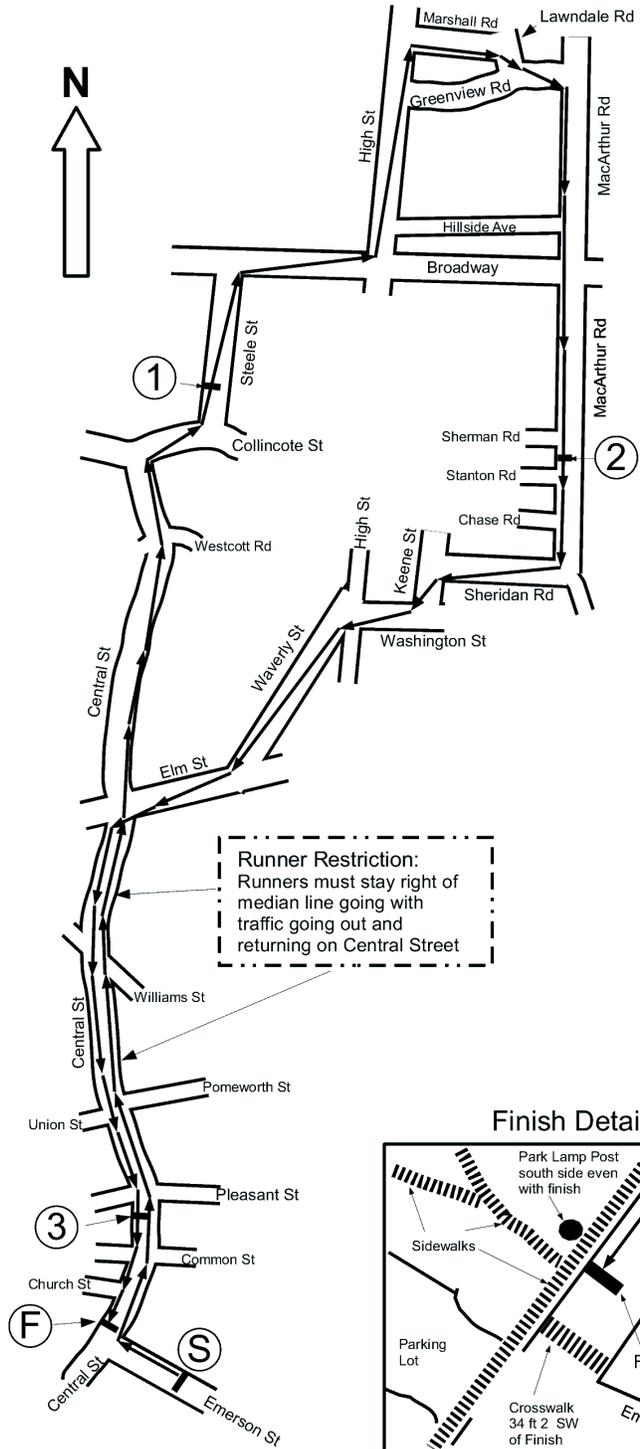
Enclosure: USATF Course Route and Certification

Stoneham Strong 5K

Stoneham, Massachusetts



USATF Certification #MA13018JK
Effective 6/17/2013 - 12/31/2023
Drop -0.12 m/Km, Separation 2.29%



Start: Start and Finish, and all mile markers are marked with P-K nails and yellow paint (UP = Utility Pole).

Start: On north side of Emerson St even with west edge of driveway between 16 & 18 Emerson, and 22 ft 6 inches NW of UP 125-3 Bell Atlantic on opposite side.

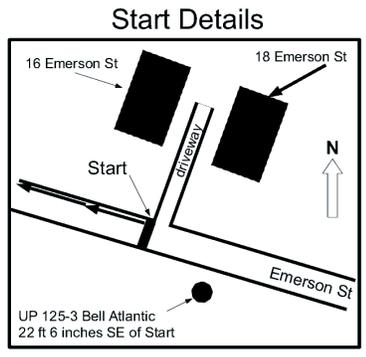
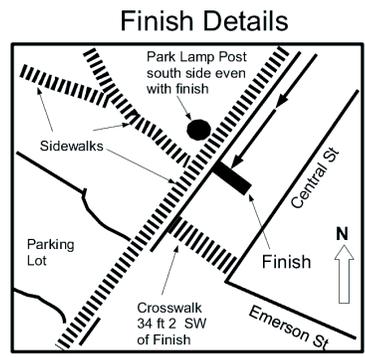
Mile 1: On west side of Steele St even with north side of the front walkway to 6 Steele St, and 12 ft 4 inches N of sewer manhole cover in center of Steele St.

Mile 2: On west side of MacArthur Rd about mid-way between Stanton Rd to the south and Sherman Rd to the north, and 4 ft S of UP VZ 6 on same side.

Mile 3: On west side of Central St 1 ft 8 inches N of UP with "Caution Children" sign, 5 ft 2 inches N of north edge of Faith Quest Community Church driveway, and about 100 ft S of intersection of Central and Pleasant Streets.

Finish: On west side of Central St even with south edge of lamp post on north side of Park walkway, and 34 ft 2 inches NE of north edge of Central St crosswalk at intersection with Emerson St.

Measured June 16, 2013
 By Bob Kennedy
 Oyster River Running Company
 oyster.river.run@gmail.com
 508-577-4105





Road Running Technical Council
USA Track & Field
Measurement Certificate



Name of the course Stoneham Strong 5K Distance 5 km

Location (state) MA (city) Stoneham

Type of course: road race calibration track Configuration: keyhole

Type of surface: paved 100 % dirt - % gravel - % grass - % track - %

Elevation (height above sea level) Start 151 ft. Finish 153 ft. Highest 212 ft. Lowest 91 ft.

Straight line distance between start & finish 376 ft. Drop -0.12 m/km Separation 2.29 %

Measured by (name, address, phone & e-mail) Bob Kennedy, 18 Riverview Rd, Durham, NH 03824
508-577-4105; osprey02554@yahoo.com

Race contact (name, address & phone) David Poland, 192B Salem St, Wakefield MA 01880
781-454-9130; StonehamStrong5K@gmail.com

Measuring Methods: bicycle steel tape electronic distance meter

Number of measurements of entire course: 2 Date(s) when course measured: Jun 15, 2013

Race date: Jun 23, 2013 Course certification effective date: Jun 17, 2013

Certification code: MA13018JK

Notice to Race Director
 Use this Certification Code in *all* public
 announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If *any* changes are made to the course, this certification becomes void, and the course must then be recertified.

Validation of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a validation remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year **2023**

AS NATIONALLY CERTIFIED BY:

Justin Kuo

Date: Jun 27, 2013

Justin Kuo • USATF/RRTC National Certifier • 39 Oakland Road, Brookline, MA 02445-6700
 Phone: 617-731-9889 • Fax: 617-939-0992 • Email: jkuo@usatfne.org



Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 239 Causeway Street, First Floor
 Boston, MA 02114

PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),
 DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)

124200040

ABCC License Number

Stoneham

City/Town

The licensee A. Richu W.Y., Inc. and the proposed transferee B. Guru Kirpa, Inc. respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).

Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
John Yau	President, Treasurer	40 Nouvell Way, #147, Natick, MA 01760	100%
	Secretary, Director		

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
Harish Chopra	President, Director	147 Park Street, Stoneham, MA 02180	100 shares
Gurcharan Kaur	Secretary, Director	82 Evans St. #1, Medford, MA 02155	100 shares
	Treasurer,		

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE:

(If a Corporation/LLC, by its authorized representative)

SIGNATURE OF PROPOSED TRANSFEREE:

Date Signed

7-15-2015

Town of Stoneham

Notice of Hearing

Regarding Cancellation of All Alcoholic Beverages License (On Premises)

S & A Ventures, Inc. d/b/a Aldo's Café

125 Main Street, Stoneham, MA

For Ceasing To Conduct The Licensed Business

A hearing will be held on Tuesday, September 8, 2015 at 8:20 p.m., in the Hearing Room of the Stoneham Town Hall regarding the **Cancellation** of the All Alcoholic Beverages License of **S & A Ventures, Inc. d/b/a Aldo's Café** (Sharon Greco, Manager), issued for the Restaurant Premises at **125 Main Street, Stoneham, MA**, for ceasing to conduct the Licenses business. Said hearing to be held pursuant to Section 77 of Chapter 138 of the Massachusetts General Laws.

Stoneham Liquor Licensing Authority

Thomas Boussy, Chairman

Ann Marie O'Neill

Caroline Colarusso

John F. DePinto

Frank Vallarelli

Dated: August 20, 2015

**Legal Notice
Town of Stoneham
Notice of Hearing**

A Public Hearing will be held on Tuesday, September 8, 2015, 8:25 p.m., in the Hearing Room of the Stoneham Town Hall on the petition of Jagat Enterprise, Inc., dba Rang Indian Bistro transfer of corporate stock of Jagat Enterprise, Inc., dba Rang Indian Bistro from Paramjit Singh, 9 Stickney Avenue, Somerville, MA 02145 to Pardeep S. Banga, 138 Grove Street, Melrose, MA 02176. All Alcoholic Restaurant License now exercised on the premises at 5 Central Square, Stoneham, MA.

Stoneham Liquor Licensing Authority
Thomas Boussy, Chairman
Ann Marie O'Neill, Vice Chair
Caroline Colarusso
John F. DePinto
Frank Vallarelli

Publishing Information: Wednesday, August 26, 2015

Bill to: Attorney Charles Houghton
 271 Main Street, Suite 202
 Stoneham, MA 02180
 781-438-7444



**Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114**

PETITION FOR TRANSFER OF OWNERSHIP

124200029

ABCC License Number

Stoneham

City/Town

The licensee Jagat Enterprise, Inc. and the proposed transferee Jagat Enterprise, Inc. respectfully petition the Licensing Authorities to approve the following transfer of ownership.

Is the PRESENT licensee a Corporation/LLC duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Paramjit Singh	President/Director	9 Stickney Avenue, Somerville, MA 02145	40%
Sunil Yeruva	Treasurer/Director	192 Kennedy Drive, #203, Malden, MA 02148	
Narinder S. Guhania	Secretary/Director	24 Brattle Terrace, Arlington, MA 02474	
Devinder Guhania	Director	24 Brattle Terrace, Arlington, MA 02474	

Is the PROPOSED transferee a Corporation/LLC, duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
* Pardeep S. Banga	President	138 Grove Street, Melrose, MA 02176	40%
* Raj Mohapatra	Treasurer	54 Charles Road, Winchester, MA 01890	25%
* Dilbag Singh	Secretary	138 Grove Street, Melrose, MA 02176	35%
Hardeep Kau	Director	138 Grove Street, Melrose, MA 02176	n/a

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE: Paramjit Singh
(If a Corporation/LLC, by its authorized representative)

Date Signed 08/28/2015

SIGNATURE OF PROPOSED TRANSFEREE: Pardeep Banga

Licensing Board for the Town of Stoneham

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

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

Massachusetts

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

Stroz LLC DBA

Which is to be held by

Hugo Harringtons / Stoneham Rotary

(Name of organization)

a

organization, on the 26 day of September

(Fraternal, military, etc.)

Mini golf fundraiser

between the hours of 5pm - 10pm at the following described place

Hugo Harringtons Mini Golf

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

1 Keg Beer 412 Wine, NO CONTAINERS given out

bottles

(3 beer & wine MAXIMUM)

How many people do you expect?

150

Are you charging admission fee?

How Much?

Rotary charging 150 for foursome

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

Signed:

Guy Strozere

Date:

8-24-15

Home Address:

21 Riverside Drive Reading, Ma

Telephone:

781-248-4500

Police Department Recommendation:

Police Detail: Yes No

Signed:

Licensing Board for the Town of Stoneham

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

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

Strozzi LLC

Don't Tago Norwington Fundraiser for Janna Farber + Jimmy Fund
(State whether banquet, concert, picnic, etc.)

Which is to be held by Jimmy Fund - Janna Farber
(Name of organization)

a _____ organization, on the 19 day of September
(Fraternal, military, etc.)

between the hours of 5p-10p at the following described place

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

Bar + Wine 3 drink max per person

How many people do you expect? 150

Are you charging admission fee? No How Much? No

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

Signed: Lynn Strozzi Date: 9-2-15

Home Address: 21 Riverside Drive Reading Ma 01867

Telephone: R 781-771-4919

Police Department Recommendation: _____

Police Detail: Yes _____ No _____

Signed: _____

**Town of Stoneham
Liquor Licensing Authority
Minutes of Meeting of
August 18, 2015**

Chairman Boussy called the meeting to order at 8:53 p.m.

Members present

Caroline Colarusso
Frank Vallarelli

Approve One Day Liquor License/Food Trucks of New England (Time 109:36-110:16 on Stoneham TV on Demand)

Selectman Vallarelli moved for approval of a One Day Liquor License for the Food of Trucks of New England on October 17, 2015, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman Vallarelli
Chairman Boussy

Motion passed (3-0).

Approve Request for Special Liquor License at Stone Zoo/Ed O'Connor, Principle/Cambridge 5K on September 11th-13th, 2015 (Time 110:18-113:18 on Stoneham TV on Demand)

Ed O'Connor was present to give the details of his event. Selectman Vallarelli moved for approval of a One Day Special Liquor License for Cambridge 5K, Ed O'Connor on for a new event on September 13, 2015, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman Vallarelli
Chairman Boussy

Motion passed (3-0).

Approve LLA Minutes (Time 113:22-113:59 on Stoneham TV on Demand)

Selectman Vallarelli moved approval of the 8/11/15 LLA minutes, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman Vallarelli
Chairman Boussy

Motion passed (3-0).

Selectman Vallarelli moved to go back to the Board of Selectman, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman Vallarelli
Chairman Boussy

Motion passed (3-0).

Meeting adjourned at 8:58 p.m.

Respectfully submitted,
Erin Sinclair

Sinclair, Erin

From: Sinclair, Erin
Sent: Thursday, September 03, 2015 9:30 AM
To: Sinclair, Erin
Subject: RE: Trash

From: Florino, Ronald
Sent: Thursday, September 03, 2015 9:28 AM
To: Sinclair, Erin <esinclair@stoneham-ma.gov>
Subject: RE: Trash

Hi Erin,

The 1st attachment shows the \$435K balance as of June 30, 2015 in the Trash Special Fund and the 2nd attachment shows what we paid out in FY15 for trash pickup and disposal.

The fees for FY16 & FY17 are as follows:

	FY16	FY17
Hiltz	\$810,900	\$827,118
Covanta	\$331,500 (\$62.56 per ton)	Based on CPI

Ron

09/03/2015 08:53
rflorino

Town of Stoneham
ACCOUNT TRIAL BALANCE FOR FY15/JUL TO EOY
FUND

P 1
glatrbal

ACCOUNT ACCOUNT NAME PER JNL SRC EFF DATE REFERENCE	ORG	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
4009-4-433-0000-00-405-00-0000-359000 UNRESERVED FUND BAL 13 4 YEC 06/30/15	4009	.00				
			.00	435,490.54	-435,490.54	
4009-359000		.00	.00	435,490.54	-435,490.54	-435,490.54
TOTALS FOR FUND 4009 TRASH & RECYCLING SPECIAL FUND		.00	.00	435,490.54	-435,490.54	-435,490.54
REPORT TOTALS		.00	.00	435,490.54	-435,490.54	-435,490.54

** END OF REPORT - Generated by Ronald Florino **

09/03/2015 08:47
rflorino

Town of Stoneham
ACCOUNT TRIAL BALANCE FOR FY15/JUL TO EOY
FUND

P 1
glatrbal

ACCOUNT NAME	ORG	BEG. BALANCE	DEBITS	CREDITS	NET CHANGE	END BALANCE
PER JNL SRC EFF DATE REFERENCE						
4009-4-433-0000-00-000-52-0000-529000-						
OTHER PROPERTY SERVICE	400952	.00				
4 334 GEN 10/27/14	TRANSFER TO SPECIAL FUND		85,575.98	.00	85,575.98	
5 184 API 11/17/14 001648 1521	COVANTA ENERGY		29,840.76	.00	115,416.74	
6 122 API 12/08/14 001648 1811	COVANTA ENERGY		26,612.58	.00	142,029.32	
7 108 API 01/12/15 001648 2142	COVANTA ENERGY		31,742.62	.00	173,771.94	
8 225 API 02/11/15 001648 2519	COVANTA ENERGY		27,729.50	.00	201,501.44	
9 277 API 03/16/15 001648 2903	COVANTA ENERGY		22,248.20	.00	223,749.64	
10 55 API 04/06/15 001648 3200	COVANTA ENERGY		24,795.71	.00	248,545.35	
11 133 API 05/11/15 001648 3533	COVANTA ENERGY		29,940.09	.00	278,485.44	
12 174 API 06/08/15 001648 3848	COVANTA ENERGY		29,803.81	.00	308,289.25	
12 602 API 06/30/15 001648 4391	COVANTA ENERGY		31,498.23	.00	339,787.48	
400952-529000		.00	339,787.48	.00	339,787.48	339,787.48
4009-4-433-0000-00-000-52-0000-529003-						
PRIVATE RUBBISH CONTRACT	400952	.00				
4 334 GEN 10/27/14	TRANSFER TO SPECIAL FUND		266,212.00	.00	266,212.00	
5 25 API 11/03/14 002319 1389	HILTZ WASTE		66,250.00	.00	332,462.00	
6 122 API 12/08/14 002319 1788	HILTZ WASTE		66,250.00	.00	398,712.00	
7 33 API 01/05/15 002319 2095	HILTZ WASTE		66,250.00	.00	464,962.00	
8 123 API 02/06/15 002319 2417	HILTZ WASTE		66,250.00	.00	531,212.00	
9 173 API 03/09/15 002319 2817	HILTZ WASTE		66,250.00	.00	597,462.00	
10 55 API 04/06/15 002319 3201	HILTZ WASTE		66,250.00	.00	663,712.00	
11 133 API 05/11/15 002319 3535	HILTZ WASTE		66,250.00	.00	729,962.00	
12 174 API 06/08/15 002319 3845A	HILTZ WASTE		66,250.00	.00	796,212.00	
400952-529003		.00	796,212.00	.00	796,212.00	796,212.00
TOTALS FOR FUND 4009						
TRASH & RECYCLING SPECIAL FUND		.00	1,135,999.48	.00	1,135,999.48	1,135,999.48
REPORT TOTALS		.00	1,135,999.48	.00	1,135,999.48	1,135,999.48

** END OF REPORT - Generated by Ronald Florino **

Sinclair, Erin

From: Grover, Robert
Sent: Friday, August 21, 2015 7:56 AM
To: Ragucci, David
Cc: Tom Boussy; John DePinto; Frank Vallarelli; AnnMarie O'Neill; Colarusso, Caroline; Sinclair, Erin
Subject: trash/recycling

Fy15 Trash to incinerator---5,436 tons-----FY14 6,951 tons

Recycling 1,854 tons

7,290 tons recycle rate = $1,854 / 7290 = 25.43\%$ ---- the contract obligation of 20% has been met

In addition the Town received \$12,054 for bulk items and overflow bags

$12,054 \$ / \62.50 [tip fee per ton] = 193 tons that offset the Town payment

$1,854 / 7290 - 193 = 26.12\%$

The goal in FY16 is to increase this rate

Through the efforts of the Recycling co-ordinator the Town has applied for grants that include mattress recycling , dumpsters for textile recycling and a furniture recycling enclosure

These programs will remove additional material from the solid waste stream ,save the Town \$ and increase the recycling rate

Increased efforts will be put on public education ,including the schools and municipal buildings , additional recycling containers will be placed at parks, playgrounds , town common and the downtown area

The Town in conjunction with Melrose will be holding multiple hazardous waste days

The recycling committee had recommended the purchase of "Big Belly " solar powered compactors for the Parks---is this something we want to look further into ?

The tipping fee for FY 16 increased from \$62.50 per ton to \$62.56

Increased recycling and a stable tipping fee will further help to reduce the Town's trash costs

Please provide any suggestions you think worthwhile to improve the continued success of this program

Bob Grover

To: Dave Ragucci, Town Administrator
 From: Robert Grover, Director DPW
 8/26/2015
 Re: Trash/Recycling Tons

	TRASH			RECYCLING		<u>True Recycling Rate</u>		Percentage of Recycling to		Bulk Reimbursement	Overflow Bags	
	FY 15	FY 16		FY 15	FY 16	Trash+Recycling		Trash				
July	483.94	478.11	↓	179.02	177.08	↓	27.00%	27.03%	36.99%	37.04%	\$500.00	\$400.00
Total	483.94	478.11		179.02	177.08	↑	27.00%	27.03%	36.99%	37.04%	\$500.00	\$400.00

Recycling change FY15 vs FY 14

-1.94 Tons ↓ **-\$121.37 Decrease in Cost Avoidance**
 -1.08% ↓

Trash change FY15 vs FY 14

5.83 Tons ↓ **\$364.72 Direct Cost Savings Tip fee**
 1.20% ↑

Overflow Bag reimbursement (net)	\$400.00	(Revenue)
----------------------------------	----------	-----------

Bulk items reimbursement	\$500.00	(Revenue)
Overflow Bags reimbursement	\$400.00	(Revenue)
Total Tip fee Savings Plus Revenue	\$1,264.72	

Trash Fee Accounts	5760	Tons	Lbs	(Thru July 2016)
Households Served	6679	0.071584069	143.168	Average trash per month per household .

Tons	(Thru July 2016)
0.859008834	Projected annual household trash average.

APPLICATION FOR BLOCK PARTY

(Return to: Board of Selectmen, 35 Central Street, Stoneham)

Applicant Name: Shannon Crowley

Applicant Address: 1 Longbow RD

Applicant Day Phone#: 781 279-0194

Applicant Evening Phone#: Same

Location of Block Party: Longbow RD

Locations to be blocked off (Draw a diagram):
2 Longbow RD ↔ 2 Longbow RD
1 Longbow ↔ 7 Longbow RD

Date and time: 3rd - 9:30 Sept 12th 3-9³⁰ pm

Signature of Applicant: [Signature]

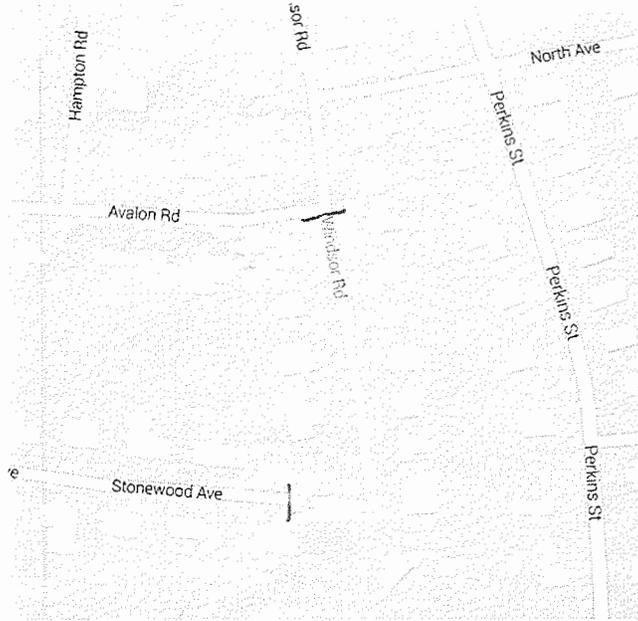
Signatures, with addresses, of all neighbors who will be affected by the Block Party:
Name Address
[Signature] 3 Longbow Rd.
[Signature] 2 Longbow Rd
[Signature] 7 Longbow RD
[Signature] 4 Longbow
[Signature] 6 Longbow RD
[Signature] 5 Longbow RD

Block Party requests must be received in the Selectmen's office by the Wednesday preceding the meeting that precedes the Block Party.

For Office Use Only:
Approved: [Signature]
Chief of Police

Block Party - Windsor Rd.

Sunday, September 20th 2015, 1pm - 6pm
 (rain date: Sunday September 27th, 2015, 1pm - 6 pm)



Windsor Rd will be blocked between Avalon Rd and Stonewood Ave
 for the duration of the block party.

Address	Name	Signature
17 WINDSOR RD.	Ann Brenton	Ann Brenton
15 WINDSOR RD.	Carla Sciola	Carla Sciola
12 Windsor Rd	Alicia Russell	Alicia Russell
11 Windsor Rd	maggie Cinella	Maggie Cinella
9 WINDSOR RD.	BILL HOYT	William L. Hoyt
7 WINDSOR RD.	Catherine Becker	Catherine Beer
5 WINDSOR RD.	Andrea Role	Andrea Role
3 WINDSOR RD.	Garrett McCarthy	Garrett McCarthy
1 WINDSOR RD.	Elaine Navarro	Elaine Navarro
0 WINDSOR RD.	CARMEN P. NO	Carmen P. No
8 WINDSOR RD.	Rachel Kim	Rachel Kim
7 Windsor Rd	Catherine Beer	Catherine Becker duplicate

APPLICATION FOR BLOCK PARTY

(Return to: Board of Selectmen, 35 Central Street, Stoneham)

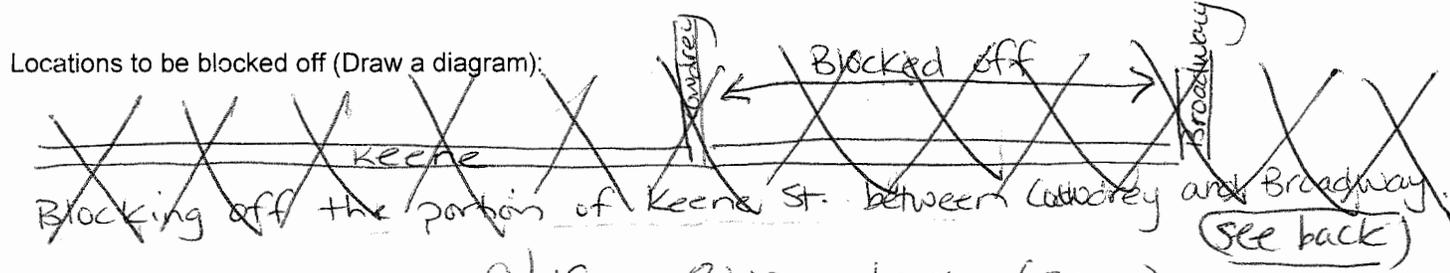
Applicant Name: Amy Nedrosnik

Applicant Address: 17 Keene Street

Applicant Day Phone#: 781-279-3388

Applicant ^{cell} Evening Phone#: 781-962-6277

Location of Block Party: Keene Street



Date and time: 9/19 3:00 - dark (8:00)
rain date 9/20

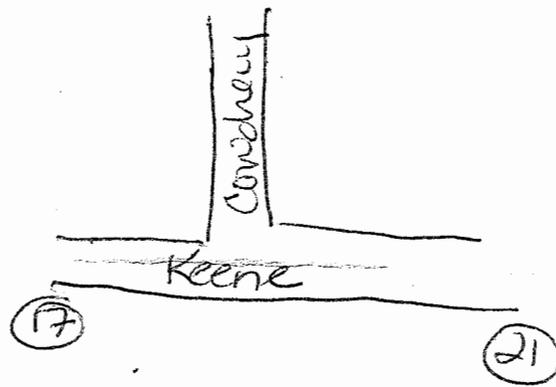
Signature of Applicant: Amy Nedrosnik

Signatures, with addresses, of all neighbors who will be affected by the Block Party:
Name **Address**

(see attached)

Block Party requests must be received in the Selectmen's office by the Wednesday preceding the meeting that precedes the Block Party.

For Office Use Only:
Approved: [Signature]
Chief of Police



This is the area that needs to be blocked off. Condrey Street and 17 Keene to 21 Keene St. All neighbors who are blocked have signed.

Lorne Russell

23 Keene St.

J.A. Sobkowiak

24 1/2 Keene St.

25 Keene St.

J. Schurman

27 Keene St.

J.L.

29 Keene St.

Mrs. S.M.

31 Keene St.

R. K. K.

34 Keene St.

32 Keene St.

J. J. Sannucci

30 Keene St.

Bruce Lapsen

21 Keene St.

Amy Nedrosnik

17 Keene St.

Sebastian Silva/OTHER

24 KEENE ST

Mark B. Coy

19 KEENE ST.

J.F. Chisely

3 Cowdrey St

J.P.L.

1 Cowdrey st

APPLICATION FOR BLOCK PARTY

(Return to: Board of Selectmen, 35 Central Street, Stoneham)

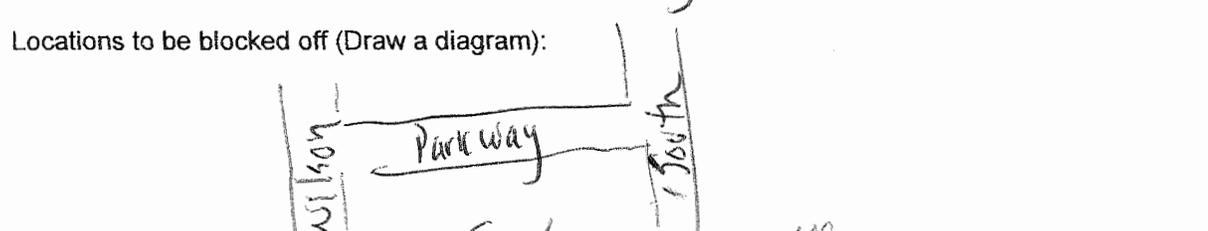
Applicant Name: Jean McDermott

Applicant Address: 31 Parkway Road

Applicant Day Phone#: 781 910 8484

Applicant Evening Phone#: " "

Location of Block Party: Parkway Road



Date and time: Sept 19 4:00

Signature of Applicant: Jean McDermott

Signatures, with addresses, of all neighbors who will be affected by the Block Party:

Name	Address
Jean McDermott	31 Parkway Rd
Suzanne Nolan	36 Parkway Rd
John Warden	24 Parkway Rd
The Kellys	16 Parkway
Judy Wicen	19 "
LAUREN FANE	32 PARKWAY

29 Parkway

Block Party requests must be received in the Selectmen's office by the Wednesday preceding the meeting that precedes the Block Party.

For Office Use Only:
Approved: [Signature]
Chief of Police

Town of Stoneham, Massachusetts

Administration

Effective Date:

ASSIGNMENT, UTILIZATION AND TAXATION OF TOWN-OWNED VEHICLES

POLICY

It is the policy of the Town of Stoneham (“Town”) to make vehicles available for use by designated employees when required for the business of the Town in accordance with the guidelines set forth below.

This Policy is meant to provide an outline of the assignment criteria and administrative policies and procedures governing individual and department use of Town-owned vehicles. This Policy does not cover vehicles controlled by the Town’s Police Department, Fire Department or School Department.

The Town shall have authority to manage the number of Town-owned vehicles, vehicle allowance and mileage reimbursement. In limited circumstances, the Town may authorize an employee’s take-home use of a Town vehicle. However, the use of Town-owned vehicles for take-home use increases operational costs, adds mileage to Town vehicles, increases wear and tear, and decreases the useful life of the pool of vehicles available to address the needs of the Town. It is further the policy of the Town to reimburse employees for the authorized use of a personal vehicle for such business of the Town in accordance with the procedures set forth below.

DEFINITIONS

Assigned Take-Home Vehicle: A Town vehicle that has been authorized for use by an employee for Town business and for regularly commuting to and from work.

Assigned Vehicle/Motor Pool Vehicle: A Town vehicle that has been assigned to a department, but not to a specific employee and not for take-home use.

Emergency Response Employee: An employee who has primary responsibility to respond to emergencies, which require immediate response, and to maintain and enforce law and order.

Work Station: The office or sites a Town employee reports to perform normally scheduled work.

GUIDELINES

Employees shall not be permitted, under any circumstances, to operate a Town vehicle, or a personal vehicle for Town business, without a current valid driver’s license effective for operating a vehicle in the Commonwealth of Massachusetts. Prior to operating a Town vehicle or a personal vehicle for Town business, employees must sign and submit a form to the Town Administrator’s office certifying that they have a valid driver’s license to operate the subject vehicle. Employee must notify the Town Administrator’s office, in writing, if subsequently there is a change in the status of their driver’s license which effects their ability to drive such vehicle. Nothing herein shall limit the Town authority to investigate an employee’s driver’s license status or driving record.

The Town Administrator reserves the right to deny or rescind an employee's authorization to operate a Town Vehicle or personal vehicle for Town business for reasons including, but not limited to, an inability or failure to demonstrate an ability to safely operate a vehicle or maintain the security of the municipal vehicle and its contents.

Employees shall be responsible for any driving or parking infractions incurred during their use of a Town vehicle.

No employee may use a Town vehicle for non-business purposes, unless such use is *de minimis* and does not substantially interfere with an employee's regular job duties.

Employees who have been authorized to use Personal Vehicles for work-related purposes shall have the following minimum levels of insurance coverage:

- Bodily Injury: \$100,000/\$300,000
- Property Damage: \$100,000

The Town has the right to require employees present such proof of insurance for their Personal Vehicle used for Town business if there is a question as to whether such insurance is in effect.

The Town Administrator reserves the right to rescind an employee's authorization to use a Personal Vehicle for Town business at any time.

Assignment of a Town vehicle shall not be made for the convenience of employees, nor as substitute compensation for any employee. The Town Administrator must explicitly authorize the assignment of a take-home vehicle in writing. The assignment must be for the efficient and effective delivery of vital Town services on an after-hours basis, or for other purposes consistent with the needs of the Town.

Use of Town vehicles for personal business is prohibited, except for cases in which an employee's take-home use of a vehicle has been expressly authorized, or is *de minimis* in nature.

When employees assigned an Assigned Vehicle/Motor Pool Vehicle need to conduct Town business before or after normal working hours, the use of their personal vehicle is preferred, and should be the general practice, rather than accessing and using the Assigned Vehicle/Motor Pool Vehicle.

Employees who have been authorized to use a personal vehicle for Town business shall be reimbursed at the Town-accepted IRS standard mileage rate or terms reflected in the employee's collective bargaining agreement, as applicable, for this type of travel.

Employees driving on Town business shall be reimbursed for parking fees and tolls actually incurred upon evidence of proper receipts. Fuel for Town-owned vehicles shall be supplied by the Town's fuel tanks located at the DPW garage.

Employees shall promptly report any accident, theft, or damage involving a Town vehicle or a personal vehicle used on Town business to their supervisor, regardless of the extent of damage or injuries. Such reports must be made as soon as possible but no later than twenty-four (24) hours after the incident. Employees shall cooperate fully with authorities in the event of an accident. Such reporting obligation and/or reports involving personal vehicles used on Town business shall create no obligation by the Town, financial or otherwise, to the

employee or any third party. The Town reserves the right to require an employee to undergo drug and alcohol screening after an accident involving a Town-owned vehicle or a personal vehicle being used for Town business.

All Town-owned vehicles covered under this Policy shall be marked with distinctive markings approved by the Board of Selectmen and administered by the Town Administrator, identifying the vehicle as belonging to the Town of Stoneham.

PROCEDURES

A. Take-Home Vehicle Authorization

To receive a take-home vehicle assignment which is not covered under a collective bargaining agreement, one of the following three criteria shall be satisfied and documented on the Take-Home Vehicle Authorization Form (attached):

1. Emergency Response Vehicle: A take-home vehicle may be assigned to a Town employee who:

- Has been called after hours to respond to an emergency at least 12 times per quarter or 48 times per year and is able to demonstrate primary responsibility over responding to emergencies which require immediate response to protect life or property;
- has no access to another form of transportation to respond to the emergencies; and
- Is unable to pick up a Town-owned vehicle at a designated site without significantly impacting the employee's ability to respond to the emergency in a timely manner;

OR

2. Special Equipment Vehicles: Take-home vehicles may be assigned if an employee's job duties require a specialized vehicle or equipment or to perform Town work outside the employee's normal work schedule. The following factors shall be considered in determining whether use of a special equipment vehicle is necessary:

- Access to communication shall not be considered, by itself, as a valid reason for a specifically assigned vehicle.
- Employees must have the primary responsibility to respond to calls and shall remain available to respond upon request;

OR

3. Economic Benefit to the Town: Take-home vehicles may be assigned in cases in which granting take-home use to an employee will result in an economic benefit to the Town. This may occur if the employee's travel reimbursement costs are greater than the commuting costs associated with a take-home vehicle assignment.

In limited instances, and normally for a limited duration, the Town Administrator may approve an employee's use of a take-home vehicle for cases that do not strictly satisfy any of the categories above. The Town Administrator, in his or her sole discretion, shall determine an employee's eligibility for use of a take-home vehicle.

B. IRS Reporting Requirements

Employees assigned a Take-Home Vehicle shall report the value of this "non-cash taxable fringe benefit" as outlined in IRS publication 15-B Employer's Tax Guide to Fringe Benefits. An employee who is assigned a Town take-home vehicle shall receive a copy of the Take-Home Vehicle Fringe Benefit form for use when completing their personal income tax forms.

C. Responsibilities

The Town Administrator shall have exclusive authority to determine eligibility for all take-home vehicle assignments. All such assignments shall expire at the end of each fiscal year and must be reviewed and authorized for the assignment to continue in the following fiscal year.

Department Heads shall periodically review their department operations to determine whether their operations necessitate the use of a take-home vehicle. By September 1st of each year, department heads must review their operational needs and complete a new Take-Home Vehicle Authorization Form for any such requested assignment. Department heads must regularly review their department operations so that if the need for a take-home vehicle ends, the assignment may be promptly terminated.

Employees Requesting Take-Home Use of a Town Vehicle shall:

1. Submit completed *Take-Home Vehicle Authorization* and *Take-Home Vehicle Fringe Benefit* forms to their Department Head (or the Town Administrator if the employee is a department head) for review and approval. All forms must be re-submitted and approved on an annual basis, or when an employee's job assignment changes;
2. Maintain a valid driver's license;
3. Demonstrate availability of off-street overnight parking at the employee's home;
4. Comply with all operator responsibilities, accident reporting requirements and other applicable procedures;
5. Refrain from transporting any non-Town employees in the vehicle, except when conducting official Town business;
6. Only use the vehicle for Town business and commuting to and from work, with "de minimus" personal use (brief stop on the way home for a personal errand);
7. Be personally responsible for any traffic citations received while driving a Town vehicle, and promptly pay any fines.

The Town Administrator shall review and make a determination on all Take-Home Vehicle Authorization and Take-Home Vehicle Fringe Benefit forms.

Department Vehicles

Departments may be assigned a certain number of Town vehicles, referred to as motor pool vehicles, for conducting Town business during the workday. Said vehicles shall not be used by employees for purposes of commuting to and from work. Wherever possible, Town-owned vehicles shall be painted in a color easily identified with the department to which they are assigned.

Town-owned vehicles shall be used exclusively by authorized personnel and only for official Town business.

Employees who have been authorized to use their personal vehicle to attend trainings, seminars and

conferences shall be reimbursed in accordance with the Town's Travel Policy and/or an applicable collective bargaining agreement.

Vehicle Allowance

The Town may provide an allowance to authorized employees who do not have access to a vehicle in the Town's motor pool but require access to a vehicle on regular basis in accordance with their collective bargaining agreement or contract agreement with the Town...

General Restrictions

Employees who drive a Town Vehicle or a Personal Vehicle for Town Business are responsible for, but not limited to, the following:

- Safe, legal, operation of vehicles. Distracted driving is prohibited.
- Employees are prohibited from possessing open alcoholic containers or illegal drugs, or controlled substances in a Town Vehicle or in a Personal Vehicle being used for work related travel.
- Employees may not operate Town Vehicles or Personal Vehicles being used for work-related travel, under the influence of alcohol, illegal drugs, or any controlled substances capable of impacting the safe operation of a vehicle.
- The transporting of unopened alcoholic containers in Town vehicles is prohibited.
- Tobacco use, including electronic cigarettes, is prohibited in Town vehicles.

Approved:

Board of Selectmen

Town of Stoneham, Massachusetts
Administration

Take-Home Vehicle Authorization Form

Employee Name: _____ Dept: _____

Home address: _____

Estimated daily round trip commuting miles: _____

Average Total Daily Mileage: _____

Number of First responder emergency call-outs in previous year Jan 1-Dec 31 (if applicable):

- All documentation is attached _____ pages.
 All information is true and accurate to the best of my knowledge.

Employee/Requestor Signature _____ Date _____

Department Head Signature _____ Date _____

Town of Stoneham, Massachusetts
Administration

Town of Stoneham
Take Home Vehicle Fringe Benefit

This agreement between _____ and the Town of Stoneham, Massachusetts is written for the purpose of adherence to the Internal Revenue Service (IRS) statutes governing the use of take-home vehicles (Ref. Publication 15-B, Rev. January 2010).

I understand that the Town of Stoneham is providing a vehicle to me, which may be used for both business, and for commuting to and from work, with de minimus (negligible) personal use. The IRS defines “de minimus personal use” as a stop for a personal errand on the way from home to work or from work to home.

I understand that the use of a Town vehicle for commuting purposes is considered a taxable fringe benefit by the IRS and that the fair market value of this benefit must be included in my wages. I further understand that the Town will use the “Cents Per Mile” Rule to determine my benefit. The Town will calculate my benefit at the current IRS mileage reimbursement rate multiplied by the number of personal miles driven. I understand that this fringe benefit will be entered into the Town’s payroll system on the last payroll cycle of the calendar year and shall be subject to Federal and State withholdings (NOT subject to Retirement).

Acknowledgement: I understand and agree to abide by all safety and operational rules around the use of a Town-owned take-home vehicle. I have read and understand the conditions for the use of a Town vehicle for the purpose of commuting to and from work.

I certify that this is my home address and will notify the Town immediately if my home address changes:

Street Address Town/Town

Employee Signature Date

Human Resource receipt

Policy for the use of Mitigation Money in the Town of Stoneham

POLICY

It is the Town of Stoneham's policy to use mitigation money from any source in the most efficient manner for the long term needs and interests of the community. Mitigation money could be used for the act of making a condition or consequence less severe

DEFINITIONS

Mitigation money: Money that is given to the Town of Stoneham outside of the tax base by any outside entity. Mitigation money can be a one-time payment or re-occurring payments.

Capital expenditures/needs: Capital expenditures/needs shall mean any item of value exceeding \$10,000 with a life expectancy of 5 years.

GUIDELINES

The Town of Stoneham shall use mitigation money only for capital expenditures and must never be used for operating costs. Mitigation money shall be under the control and direction of the Board of Selectmen. The Board of Selectmen may consult with the Town Administrator, Town Accountant, School Committee, Capital Committee and the Finance and Advisory Board on matters involving the use of mitigation money.

Stoneham Board of Selectmen – Minutes of Meeting of August 11, 2015

Chairman Thomas Boussy called the meeting to order at 7:10 p.m. Also present were Selectwoman Caroline Colarusso, Selectman John F. DePinto, Selectwoman Ann Marie O’Neill, Selectman Frank Vallarelli, Town Administrator David Ragucci and Town Counsel William H. Solomon.

The following minutes include the actions taken at the meeting and a brief summary of the discussions had by the Board of Selectmen. If you would like to hear detailed discussion please see the time listed next to each agenda item and go to Stoneham TV On Demand available from the homepage www.stoneham-ma.gov

Pledge of Allegiance

Common Outdoor Skating Rink Discussion/Boussy

Chairman Boussy stated due to unforeseen circumstances needs to be tabled until August 18, 2015 meeting because the presenters cannot be here tonight.

Selectmen DePinto made a motion to move to item #6, seconded by Selectwoman O’Neill.

Set Date of Annual October Town Meeting & Set Dates for Opening and Closing of Warrant (Time 1:32-5:52 on Stoneham TV on Demand)

Selectman DePinto made a motion to Set Date of Annual October Town Meeting for Thursday, October 22, 2015 and Set Dates for Opening & Closing of Warrant for Thursday September 3, 2015 and the warrant will close on Thursday, September 17, 2015 at 4:00 p.m., seconded by Selectman Vallarelli and was **unanimously voted (5-0)**.

Selectman Vallarelli mad a motion to move to item #7, seconded by Selectman DePinto.

Approve Colonial Trading Junk, Secondhand Dealers License Renewal/125 Main Street (Time 6:17-11:55 on Stoneham TV on Demand)

Selectman DePinto made a motion to approve Secondhand Dealers License Renewal, Colonial Trading, 125 Main Street contingent upon certificate of good standing being submitted by September 30, 2015, seconded by Selectman Vallarelli. The certificate of good standing needs to be submitted by September 30th or the license will be revoked as of October 1st. A roll call vote was taken.

Voting in Favor:

- Selectwoman Colarusso
- Selectman DePinto
- Selectwoman O’Neill
- Selectman Vallarelli
- Chairman Boussy

Motion was unanimously voted (5-0).

Selectman DePinto made a motion to move to item #4, seconded by Selectwoman O’Neill.

56-58 Summerhill Street Discussion/Houghton (Time 13:29-27:50 on Stoneham TV on Demand)

Attorney Charles Houghton was present to represent Barry and Martha Hamm owners of 56-58 Summerhill Street. Attorney Houghton explained the history of the property. Attorney Houghton states they are looking for the town to discontinue use of 231 square feet of Summerhill Street. Chairman Boussy opens to public comment. Resident from Summerhill Street states the neighborhood supports the homeowners request and believes this will improve the neighborhood. Chairman Boussy closes public comments. Selectman Vallarelli made a motion to abandon 231 square feet of Summerhill Street, seconded by Selectman DePinto. A roll call vote was taken.

Voting in Favor:

- Selectwoman Colarusso
- Selectman DePinto
- Selectwoman O’Neill
- Selectman Vallarelli
- Chairman Boussy

Motion was unanimously voted (5-0).

Site Plan Hearing/17 Manison Street/Houghton (Time 28:30-47:53, 74:40-80:36, 83:50- 87:07 on Stoneham TV on Demand)

Selectman DePinto read the Notice of Hearing. Attorney Charles Houghton was present to represent 283 Salem Street, LLC to amend the site plan approval of 7/21/92 to add the use of fence assembly and storage in the basement of an existing commercial building, on the property located at 17 Manison Street, Stoneham, MA on the land owned by Dale Halchak, Trustee of the Manison Almeda Realty Trust and Dale B. Halchak, Trustee of the EHIGOOD Realty Trust, 90 Maple Street, Stoneham, MA 02180. Selectmen DePinto read Department Recommendations from July 23, 2015. Attorney Charles Houghton agrees with all DPW Engineering, Police Department, Board of Health, Fire Department and Inspectional Services. Attorney Houghton states that the existing rear garage door will be relocated to the easterly side of the building and the existing door will be removed. Attorney Houghton requested that the following language be added to the site plan approval: Guard rail to extend from the northeast corner of the property along the lot line with the Town of Stoneham in a westerly direction to the building. Guardrail, including structure and design, to be approved by the Town Engineer and the Board of Selectmen prior to the issuance of any building permit for work pursuant to this Site Plan approval and prior to any guardrail installation, and be sufficient to protect the bikeway from vehicles up to the size of an F450 truck. Said guardrail shall have a bottom rail in contact with the ground. Attorney Houghton agrees to this plan and would like the Board to vote on the site plan tonight since there are 5 members present and at the next meeting he will have the amended plan with the guardrail included for review/final approval. Selectwoman O’Neill confirms that someone looked at this plan and deemed it safe. Attorney Houghton answered yes. Chairman Boussy opened the hearing to the public. Jim Sullivan 6 Sunset spoke. Dolly Wilson the secretary to the Bikeway/Greenway Committee spoke. Chairman Boussy closed the public hearing. Selectwoman Colarusso made a motion to table this item while language is drafted by Bill, seconded by Selectwoman O’Neill. Selectman DePinto made a motion to approve site plan subject to the approval of the plan and to include the language above, seconded by Selectwoman O’Neill. A roll call vote was taken.

Voting in Favor:

- Selectwoman Colarusso
- Selectman DePinto
- Selectwoman O'Neill
- Selectman Vallarelli
- Chairman Boussy

Motion was unanimously voted (5-0).

Approve request for one unit Address Change at 489 Main Street/Houghton (Time 48:19-49:27 on Stoneham TV on Demand)

Attorney Charles Houghton was present to represent the owner of 489 Main Street Michael O'Sullivan, Trustee, Buckingham Realty Trust. Attorney Houghton is requesting to change the address for the apartment on the Benton Street side on the first floor to One Benton Street as there will be an entrance to the building on that side of the building. Selectman DePinto made a motion to approve the address change, seconded by Selectwoman O'Neill and **unanimously voted (5-0).**

Liquor Licensing Authority

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

Voting in Favor:

- Selectwoman Colarusso
- Selectman DePinto
- Selectwoman O'Neill
- Selectman Vallarelli
- Chairman Boussy

Motion was unanimously voted (5-0).

Meeting recessed at 8:00 p.m. to go into Liquor Licensing Authority.

Meeting reconvened at 8:19 p.m.

Island Beautification Discussion/O'Neill (Time 60:03-61:00 on Stoneham TV on Demand)

Selectwoman O'Neill states that she does not have anything to discuss on this item. Selectwoman O'Neill put this on the agenda when they were meeting in July. Selectwoman O'Neill states the contract was signed in June and there was really no movement until mid-July. Selectwoman O'Neill she wanted to push it then but since then it has been done and hopefully next year we will have some more specific dates as to when we want things done. Chairman Boussy states the first month's maintenance has been done. He states that he is not sure if all the up lights on the Main Street islands are exposed.

Selectman DePinto made a motion to continue in order.

Sign Arbor Day Proclamation (Time 61:10-62:11 on Stoneham TV on Demand)

Selectman DePinto read the Arbor Day Proclamation and made a motion to approve, seconded by Selectwoman O'Neill and **unanimously voted (5-0).**

Appointment to Disability Committee (Time 62:15-63:00 on Stoneham TV on Demand)

Selectman DePinto made a motion to appoint Kathleen Balestrier, 25 Summer Street on the Disability Committee until April 30, 2016, seconded by Selectwoman Colarusso **and unanimously voted (5-0).** Chairman Boussy thanks her for volunteering and if anyone else is looking to volunteer the open seats are listed on the website.

Refinancing of Mass Water Resource Bonds (Time 63:12-68:50 on Stoneham TV on Demand)

Town Administrator Ragucci stated that the Treasurer Diane Murphy is not available this evening and he will present this to the Board this evening submitted the following explanation for this agenda item: As we are all aware the Kraft food plant in Woburn will close on December 31, 2015. Kraft Foods is the largest water customer for the Town of Stoneham consuming approximately 34% of our total water use. This will cause a temporary revenue-expense imbalance putting pressure on Stoneham's water rates. We had reached out to the MWRA to see if they could help us with this issue. We were hoping to delay payments for a year on our outstanding interest free loans we currently have with the MWRA. Legally we need to pay some amount of money on an outstanding loan each year so the MWRA was able to restructure our loans to help us out with Fiscal Year 2016, the year of our biggest impact. Currently our debt with the MWRA is \$1,651,782. With this restructuring it will be paid off by the end of Fiscal Year 2026 without any additional cost to the town. Here is a breakdown for each year showing how the restructuring will work

	Regular Refunding	Restructured Refunding	Difference
FY2016	\$287,961.71	\$ 65,379.50	\$222,582.21
FY2017	\$287,961.21	\$567,530.00	{ \$279,568.79}
FY2018	\$265,082.21	\$277,792.00	(\$ 12,709.79)
FY2019	\$174,312.54	\$250,193.00	{ \$ 75,880.46}
FY2020	\$139,382.79	\$212,386.00	(\$ 73,003.21)
FY2021	\$139,382.79	\$132,986.00	\$ 6,396.79

FY2022	\$139,382.79	\$ 68,986.00	\$ 70,396.79	August 11, 2015 (3)
FY2023	\$139,382.79	\$ 50,984.00	\$ 88,398.79	
FY2024	\$ 51,882.91	\$ 20,346.00	\$ 31,536.91	
FY2025	\$ 8,499.91	\$ 10,000.00	\$ 8,399.91	
FY2026	\$ 8,499.91	\$ 5,099.00	\$ 13,400.91	

A vote will need to be taken at the Board of Selectmen's meeting for August 11th since a payment is due by August 5th. Allonge to Bond papers will need to be signed at the meeting also. Selectwoman O'Neill made a motion to waive the reading of the vote, seconded by Selectman Vallarelli and **unanimously voted (5-0)**.

I, the Clerk of the Board of Selectmen of the Town of Stoneham, Massachusetts (the "Town"), certify that at a meeting of the board held August 11, 2015, 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 Treasurer is authorized to issue refunding bonds, at one time or from time to time, pursuant to Chapter 44, Section 21A of the General Laws, or pursuant to any other enabling authority, to refund all of the outstanding amounts of the Town's (i) \$1,360,800 General Obligation Water Bond dated May 17, 2007, (ii) \$228,800 General Obligation Water Bond cited May 26, 2011, (iii) \$1,000,000 General Obligation Water Bond dated August 18, 2011, (iv) \$233,200 General Obligation Water Bond dated November 29, 2012, (v) \$375,560 General Obligation Water Bond dated May 16, 2013, and (vi) \$203,500 General Obligation Water Bond dated December 11, 2014 (collectively, the "Refunded Bonds"), each of which was issued to the Massachusetts Water Resources Authority. The refunding bonds to be issued pursuant to this vote shall be in the form of an allonge to be affixed to each of the Refunded Bonds, pursuant to which the repayment schedule for each of the Refunded Bonds shall be extended and reduced as set forth in each such allonge. The form of each respective allonge is attached hereto as Exhibit A.

Voted: That in accordance with Chapter 44, Section 21A of the General Laws, the issuance of the refunding bonds approved by this vote shall result in a positive present value debt service savings over the amount of debt service originally payable by the Town with respect to each of the Refunded Bonds

Further Voted: that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to execute each of the allonges necessary to effectuate the purposes of this vote, each of which shall be in substantially the form set forth as Exhibit A, and further, each of such officers is 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 votes.

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 of the Town of Stoneham (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 in which 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 Bonds were taken in executive session, all in accordance with G.L. c.30A, §§18-25, as amended.

Dated: August 11, 2015

Clerk of the Board of Selectmen

Selectmen DePinto made a motion to accept the new schedule on the bonds and then draft a letter to change next year, seconded by Selectman Vallarelli and **unanimously voted (5-0)**.

Town Accountant Replacement Discussion/DePinto (Time 68:51-74:30 on Stoneham TV on Demand)

Selectman DePinto would like to know when this position will be advertised. Selectwoman O'Neill has been in contact with Ginny regarding this job description. Mr. Ragucci states that he is looking to advertise in January. Selectwoman O'Neill suggests advertising in

school and graduate programs. The Board agreed that Selectwoman O'Neill will work with Ginny on a job description for the Town Accountant position.

Approve Minutes (Time 80:40-82:03 on Stoneham TV on Demand)

Selectman DePinto made a motion to approve executive session minutes of 7/9/15 and not to release, seconded by Selectwoman O'Neill and **voted (4-1-0)**. Chairman Boussy abstained. Selectwoman O'Neill made motion to approve minutes of 6/23/15, seconded by Selectman Vallarelli and **voted (4-1-0)**. Chairman Boussy abstained. Selectman Vallarelli made motion to approve minutes of 7/9/15, seconded by Selectwoman O'Neill and **voted (4-1-0)**. Chairman Boussy abstained.

Approve Block Party/Rowe Street (Time 82:19-82:31 on Stoneham TV on Demand)

Selectman DePinto made a motion to approve the block party request on Rowe Street, Saturday, August 15, 2015 from 2pm-10pm, seconded by Selectwoman Colarusso and **unanimously voted (5-0)**.

Approve Change of Time/Boys and Girls Club (Time 82:32-83:30 on Stoneham TV on Demand)

The request was withdrawn. No vote taken.

Deed From the MBTA to the Town of Stoneham For The Portion of the RR ROW from Maple Street to Route 93 – Proposed For Execution By MBTA and Town (Time 87:10-88:52 on Stoneham TV on Demand)

Attorney Solomon explains the work that was put into this and it puts in a better position than the lease and he feels it is ready to be signed. Selectman DePinto moved that the Board sign, seconded by Selectwoman O'Neill and **unanimously voted (5-0)**.

Release Agreement by and between MBTA and Town of Stoneham Waiving and Releasing Two (2) Conditions of 1984 Deed For The Major Portion of RR Row (Time 88:58-90:30 on Stoneham TV on Demand)

Attorney Solomon gave a brief explanation of the release agreement. Selectman DePinto moved that the Board sign, seconded by Selectwoman O'Neill and **unanimously voted (5-0)**.

Discuss Policy on Use of Town Assets/Vehicles for Non Town Purposes (Time 90:32-96:56 on Stoneham TV on Demand)

Chairman Boussy states there is no general policy/guidelines for this topic. Chairman Boussy would like a written policy. Selectman DePinto suggested the Town Administrator see what other towns have for written policies. The Board request the Town Administrator have this for the September 8, 2015 meeting.

Town Administrator (Time 96:57-112:26 on Stoneham TV on Demand)

Town Administrator gave the following updates: the showers in the Arena have been installed, painting at the Oaks is underway and the Library RFP's have gone out and they have received one back in the amount of \$22,000.00. Town Administrator states he will have an answer next Tuesday. Mr. Ragucci states the Pop-up Events, Farmers Market and all the events have been extremely successful and would like to thank Erin Wortman for doing a great job. Mr. Ragucci stated the corn hole tournament has been rescheduled to Monday August 17, 2015. Mr. Ragucci would like to thank the businesses that contributed Honey Dew, Hago Harrington's Golf, Book Oasis, Rang Indian Bistro, Amore Pizza and Kushala Coffee House. Mr. Ragucci states there will be more events planned for the fall. Mr. Ragucci stated that the Police, Fire and Town Hall phones are fully operating and have been successful and was a drastic improvement. He stated by this time next week it will include all buildings. Town Administrator Ragucci states that the sidewalks are a growing problem and he is looking to find ways to address all these issues. Mr. Ragucci met with Rachel Warren and Joan Lemire regarding the American Community website and connecting that to the Town website to notify people of the community events. Mr. Ragucci is requesting an executive session on the 18th for him to update the Board on the PEC Negotiations. Selectwoman O'Neill asks Mr. Ragucci how much was budgeted for sidewalks this year and what areas are scheduled to be done. Mr. Ragucci will update Selectwoman O'Neill tomorrow with a scheduled start date.

Miscellaneous (Time 112:43-136:32 on Stoneham TV on Demand)

Chairman Boussy would like to thank the people who worked the Farmers Market and they have worked extremely hard to make this work. He states he is amazed at what they got done in the first year. He would like to say congratulations. Chairman Boussy states that at the end of each market the vendors donate a basket to the food pantry. He would like everyone to check it out Thursday from 2:30pm-6:30pm. Selectwoman O'Neill states that her and Selectwoman Colarusso has attended and MBTA forum a couple of months ago where they spoke for a bus stop in front of the Stone Zoo and in favor of enhancing services through Stoneham. In speaking with the MBTA Selectwoman O'Neill stated the MBTA has agreed to look into putting a bus stop at the Zoo. She was told today that they cannot put a stop right in front of the Zoo because it is unsafe but that they can put a stop in front of the DCR maintenance yard. Selectwoman O'Neill states the only thing they are lacking is an ADA pad. She states they need to work with the DCR in getting this installed. Town Administrator Ragucci states he will start making calls tomorrow. Selectwoman O'Neill states she sent an extensive list of our needs to the MBTA. Selectwoman Colarusso explains what the MBTA looks at prior to expansion and stated they provided that data to the MBTA. Selectwoman Colarusso states that they can be placed on a list for the ADA pad and when they get to us they get to us. She states that is why they had the conversation on who will be financing it because that determines where on the list we will be. Selectwoman Colarusso would like to give a special thanks to thank Dave she has been giving him a lot to do every day and he is following through, the Chief of Police for addressing the safety issues, thanks to the Firefighters for the doing a great job at the fire last week no one was hurt or injured, thank you to the DPW who has been really responsive to residents and she is getting a lot of good feedback and last thank you to Erin for making sure the surveys are on every counter and in every department. Selectwoman Colarusso states a lot of the feedback has been positive. Selectwoman Colarusso would like to see a phone courtesy/consistency policy down the road. Dolly Wilson 181 Central Street states that the down town plan has a transportation subcommittee and they have been working on a survey of T usage and what people are looking for which will allow them to give hard data to the MBTA. Selectwoman O'Neill states she has been in contact with Rachel and they have exchanged information and are working together. Chairman Boussy states that this Friday August 14, 2015 at 3:00 pm there will be an Eversource meeting in the Banquet Room. Selectwoman O'Neill asks for a quick update on MWRA mitigation. Selectwoman O'Neill states that could be our sidewalk solution potentially. Mr. Ragucci states they can all make suggestions to him and he can compile them up for the ask list and then we can ask for them all. Selectwoman O'Neill states we should insist they replace sidewalks along the route they will be digging. Selectwoman O'Neill states she wants us to be treated fairly. Selectwoman Colarusso states that the electrical contractor is repairing street lights that have been out since 2008-2010. There should be a priority list and she is glad this is being addressed. Selectwoman Colarusso state the recycling gentleman is doing a great job gathering lists. Attorney Solomon asks the Board if it was everyone's free act when signing the deed and the release. Everyone states yes.

Selectman DePinto made the motion to adjourn at 9:26 p.m., seconded by Selectwoman O'Neill and unanimously voted (5-0).

Respectfully submitted,

Erin Sinclair

Stoneham Board of Selectmen – Minutes of Meeting of August 18, 2015

Chairman Thomas Boussy called the meeting to order at 7:00 p.m. Also present were Selectwoman Caroline Colarusso, Selectman Frank Vallarelli, Town Administrator David Ragucci and Town Counsel William H. Solomon.

The following minutes include the actions taken at the meeting and a brief summary of the discussions had by the Board of Selectmen. If you would like to hear detailed discussion please see the time listed next to each agenda item and go to Stoneham TV on Demand available from the homepage www.stoneham-ma.gov

Pledge of Allegiance

Vote to Submit a Warrant Article at the October 2015 Town Meeting (Time 1:10-23:06 on Stoneham TV on Demand)

Town Planner Erin Wortman explained to the Board that this is just a request for the Board of Selectmen to consider sponsoring a warrant article for Lake Industries regarding their access after 5 years of construction easements. She states after discussion it has been determined the only way to gain such access is a Town Meeting vote. She states that a reasonable compromise would be for the Board of Selectmen to sponsor the article in the upcoming fall warrant in consideration of them waiving their \$11,400.00 easement. This will save the town that much money and it doesn't cost us anything. It also allows the people of Stoneham to decide what this access should look like after 5 years. Chairman Boussy gave a brief description. Chairman Boussy asks for public comment. Cindy Hemingway, 14 Fells Road spoke. Linda Hansen, 14 Fells Road spoke. Anthony Wilson 181 Central Street spoke and Jim Sullivan 6 Sunset Road spoke. Chairman Boussy closed public comment. Selectmen Vallarelli made a motion to sponsor an article for Lake Industries for the October Town Meeting, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
 Selectman Vallarelli
 Chairman Boussy

Motion was unanimously voted (3-0).

Consideration and approval of the details of acquisitions and/or dedications of parcels necessary for the Tri-Community Greenway Project (Time 26:07-29:11 on Stoneham TV on Demand)

Town Planner Erin Wortman explained the below information regarding this topic.

PARCEL NO.	TITLE HOLDER (N/F)	RECORDED		TOTAL PROPERTY AREA	AREA (+/-)		TEMP CONSTRUCTION EASEMENT AREA	REMARKS
		DEED BOOK	PAGE NO.		ACQUISITION (includes easements) / DEDICATIONS			
					STATE	TOWN		
X-7-T	MASSACHUSETTS BAY TRANSPORTATION AUTHORITY STONEHAM <small>(Acquisition by stoneham previously authorized by Town Meeting)</small>	13117	113	45,975 SF	-	45,975 +/- SF	-	ACQUISITION/DEDICATION FOR PROPOSED TRAIL MBTA or STONEHAM
X-8-T	TOWN OF STONEHAM	15490	507	66,548 SF	-	66,548 +/- SF	-	ACQUISITION/DEDICATION FOR PROPOSED TRAIL
X-TE-56	JOHN J. MELKONIAN 51 MONTVALE AVENUE - STONEHAM MAP 17 LOT 253	54548	319	39,857 SF	-	-	679 +/- SF	TEMPORARY CONSTRUCTION ACCESS AND GRADING
X-10-T	TOWN OF STONEHAM	15490	507	41,223 SF	-	41,223 +/- SF	-	ACQUISITION/DEDICATION FOR PROPOSED TRAIL
X-TE-58	CHESTNUT HOLLOW LLC. 41 - 43 MONTVALE AVENUE - STONEHAM MAP 17 LOT 256	39450	4	66,385 SF	-	-	816 +/- SF	TEMPORARY CONSTRUCTION ACCESS AND GRADING
X-11-T	TOWN OF STONEHAM	15490	507	2,114 SF	-	2,114 +/- SF	-	ACQUISITION/DEDICATION FOR PROPOSED TRAIL
X-12-T	TOWN OF STONEHAM	15490	507	37,623 SF	-	37,623 +/- SF	-	ACQUISITION/DEDICATION FOR PROPOSED TRAIL
X-13-T	TOWN OF STONEHAM	15490	507	11,102 SF	-	11,102 +/- SF	-	ACQUISITION/DEDICATION FOR PROPOSED TRAIL
X-14-T	TOWN OF STONEHAM	15490	507	76,582 SF	-	76,582 +/- SF	-	ACQUISITION/DEDICATION FOR PROPOSED TRAIL <small>Excluding the area currently used for a school driveway</small>
X-TE-59	TOWN OF STONEHAM	8112	258	392,040 SF	-	-	2308 +/- SF	TEMPORARY CONSTRUCTION ACCESS AND GRADING
X-TE-60	STONEHAM MIDDLE SCHOOL	-	-	-	-	-	323 +/- SF	TEMPORARY CONSTRUCTION ACCESS AND GRADING
X-15-T	TOWN OF STONEHAM	15490	507	39,222 SF	-	39,222 +/- SF	-	ACQUISITION/DEDICATION FOR PROPOSED TRAIL
X-TE-61	43 POMEWORTH STREET CONDO ASSOCIATION 43 POMEWORTH STREET - STONEHAM MAP 12 LOT 340	-	-	38,638 SF	-	-	412 +/- SF	TEMPORARY CONSTRUCTION ACCESS AND GRADING
X-16-T	TOWN OF STONEHAM	15490	507	16,943 SF	-	16,943 +/- SF	-	ACQUISITION/DEDICATION FOR PROPOSED TRAIL
X-TE-62	JOHN W. PARISEAU TR. 41 PLEASANT STREET - STONEHAM MAP 12 LOT 349	48991	45	29,055 SF	-	-	1,537 +/- SF	TEMPORARY CONSTRUCTION ACCESS AND GRADING
X-TE-63	AMY S. MACISAAC 15 GOULD STREET - STONEHAM MAP 13 LOT 31	57711	526	6,970 SF	-	-	232 +/- SF	TEMPORARY CONSTRUCTION ACCESS AND GRADING
X-17-T	TOWN OF STONEHAM	15490	507	38,396 SF	-	881 +/- SF	-	ACQUISITION/DEDICATION FOR PROPOSED TRAIL
X-TE-66	TOWN OF STONEHAM	-	-	-	-	-	585 +/- SF	TEMPORARY CONSTRUCTION ACCESS AND GRADING

Selectman Vallarelli made a motion to waive the reading of the vote, seconded by Selectwoman Colarusso and **unanimously voted (3-0)**. Vote to acquire land for the Tri-Community Bikeway Project. At the Meeting of the Board of Selectmen of the Town of Stoneham, held this 18th day of August 2015, it was hereby voted to acquire by purchase, by gift, or by eminent domain under G.L. Chapter 79,

1. the following five year easements in privately owned parcel(s) of land for temporary use in construction of the Tri-Community Bikeway as it runs through Stoneham, from the Owners and for the sums listed:

1. That parcel labeled "Parcel X-TE-56 JOHN J. MELCONIAN," containing 679 square feet more or less, as shown on the Plan entitled "EASEMENT PLAN OF LAND TRI-COMMUNITY BIKEWAY, MASSDOT PROJECT 604652 MONTVALE AVENUE AT RAFFERTY ROAD, STONEHAM ,MASSACHUSETTS, SURVEYED FOR TOWN OF STONEHAM, GREEN INTERNATIONAL AFFILIATES, INC., SCALE 1" = 20', dated July 27, 2015," from 51 MONTVALE, LLC for the sum of \$5000.00;
2. That parcel labeled "Parcel X-TE-61 POMEWORTH CONDOMINIUM ASSOCIATION," containing 412 square feet more or less, as shown on the Plan entitled "EASEMENT PLAN OF LAND TRI-COMMUNITY BIKEWAY, MASSDOT PROJECT 604652 POMEWORTH STREET, STONEHAM ,MASSACHUSETTS, SURVEYED FOR TOWN OF STONEHAM, GREEN INTERNATIONAL AFFILIATES, INC., SCALE 1" = 20', dated July 27, 2015," from the POMEWORTH CONDOMINIUM TRUST for the sum of \$1250.00;
3. That parcel labeled "Parcel X-TE-58 CHESTNUT HOLLOW, LLC," containing 816 square feet more or less, as shown on the Plan entitled "EASEMENT PLAN OF LAND TRI-COMMUNITY BIKEWAY, MASSDOT PROJECT 604652 MONTVALE AVENUE AT RAFFERTY ROAD, STONEHAM ,MASSACHUSETTS, SURVEYED FOR TOWN OF STONEHAM, GREEN INTERNATIONAL AFFILIATES, INC., SCALE 1" = 20', dated July 27, 2015," from CHESTNUT HOLLOW, LLC for the sum of \$4,500.00;
4. That parcel labeled "Parcel X-TE-62 JOHN W. PARISEAU TRUST," containing 1537 square feet more or less, as shown on the Plan entitled "EASEMENT PLAN OF LAND TRI-COMMUNITY BIKEWAY, MASSDOT PROJECT 604652 PLEASANT STREET AND GOULD STREET, STONEHAM ,MASSACHUSETTS, SURVEYED FOR TOWN OF STONEHAM, GREEN INTERNATIONAL AFFILIATES, INC., SCALE 1" = 20', dated July 27, 2015," from JWP Realty, LLC, for the maximum sum of \$11,400, or in exchange for the Town's promise to submit a Warrant Article at the October 2015 Annual Town Meeting that would authorize the Selectmen to grant and convey, on such terms as the Board determines, a permanent non-exclusive access easement to JWP Realty, LLC or its successor in the area shown as "PROP. ACCESS EASEMENT" on the Site Plan approved by the Board of Appeals in 1997, a copy of at the relevant portion of which is attached to this Vote, and not to disturb JWP Realty, LLC's non-exclusive use of that parcel in its heretofore customary manner until so approved by the Town Meeting and conveyed.
5. That parcel labeled "Parcel X-TE-63 AMY S. MACISAAC," containing 232 square feet more or less, as shown on the Plan entitled "EASEMENT PLAN OF
6. LAND TRI-COMMUNITY BIKEWAY, MASSDOT PROJECT 604652 PLEASANT STREET AND GOULD STREET, STONEHAM ,MASSACHUSETTS, SURVEYED FOR TOWN OF STONEHAM, GREEN INTERNATIONAL AFFILIATES, INC., SCALE 1" = 20', dated July 27, 2015," from Amy S. Wolonsavitch for the sum of \$700.00;

2. The following parcel(s) to be acquired from the Massachusetts Bay Transportation Authority for permanent use as parkland for active recreation as part of and/or in support of the Tri-Community Bikeway as it runs through Stoneham, to be hereinafter used subject to the rules and regulations for that Bikeway enacted from time to time therefore:

A parcel commencing at the City of Woburn/Town of Stoneham town line at Engineering Station 40+00 as shown on Valuation Section 13.5 Map 2, and running in a generally easterly direction for approximately 912 + linear feet and ending on the southerly sideline of Maple Street in Stoneham at Engineering Station 49 + 15.6 as shown on Valuation Section 13.5, Map 2, as shown on Right-of-Way and Track Map, Boston and Lowell R. R. Corp., Operated by the Boston and Maine R. R., Station 40+0 to Station 80+0, Valuation Section 13.5, Map 2, the above referenced plans all previously recorded at the Middlesex County Registry of Deds (Southern District) at Book 442, Sections A, B, and C. The Premises include all buildings, bridges, structures, crossings, fixtures, track, ties, and culverts and improvements of any nature and description thereon, if any (except any improvements explicitly reserved to the MBTA).

Date

The preceding document is a true copy the vote of the Board of Selectmen on the date stated therein, Attest,

Clerk/Secretary

Selectwoman Colarusso made a motion to acquire land as presented on this document, seconded by Selectman Vallarelli and **unanimously voted (3-0).**

Selectman Vallarelli made a motion to waive the reading, seconded by Selectwoman Colarusso and **unanimously voted (3-0).** Vote to Dedicate Parcels of Town Land: At the Meeting of the Board of Selectmen of the Town of Stoneham, held this 18th day of August 2015, it was hereby voted to dedicate the following parcel(s) of Town owned land for present and future use as a parkland for active recreation as part of and/or in support of the Tri-Community Bikeway as it runs through Stoneham, to be hereinafter used subject to the rules and regulations for that Bikeway enacted from time to time therefore:

All the land acquired by the Town of Stoneham from the Massachusetts Bay Transportation Authority by deed recorded March 23, 1984 in the Middlesex South Registry of Deeds in Book 15490 Page 507.

The following parcels are dedicated to the Tri- Community Bikeway Project for a period of five years from the date of recording of a copy of this vote at the Middlesex South Registry of Deeds:

August 18, 2015 (3)

1. The parcel labeled "X-TE-59 TOWN OF STONEHAM SCHOOL DEPARTMENT AREA : 2308 S.F. +/-" on the Plan entitled: "EASEMENT PLAN OF LAND TRI-COMMUNITY BIKEWAY, MASSDOT PROJECT 604652 POMEWORTH STREET, STONEHAM ,MASSACHUSETTS, SURVEYED FOR TOWN OF STONEHAM, GREEN INTERNATIONAL AFFILIATES, INC., SCALE 1" = 20', dated July 27, 2015," to be recorded;
2. The parcel labeled "X-TE-60 TOWN OF STONEHAM SCHOOL DEPARTMENT AREA: 323 S.F. +/-", as shown on that plan.
3. To the extent not covered above, those parcels labeled X-8-T, X-10-T, X-11,12,13,14-T, X-15-T, X-16-T, X-17-T, and TE-66 on the final ROW plans for the Tri-Community Bikeway Project.

Excepted from this dedication is any parcel or parcels of land that form parts of public or private ways crossing that bikeway, and aerial or subsurface utility lines if any on over, or under said bikeway, and excepting the parcel adjoining the 41 Pleasant Street land, which parcel is labeled as "PROP. ACCESS EASEMENT" on the Site Plan of 41 Pleasant Street approved by the Board of Appeals in 1997, and which is a subject of one of the provisions of the Acquisition Vote made herewith, which parcel is designated for the Tri-Community Bikeway only as non-exclusive to its use for access to 41 Pleasant Street in the manner heretofore customary.

Date

The preceding document is a true copy of the vote of the Board of Selectmen on the date stated therein, Attest,

Clerk/Secretary

Selectwoman Colarusso made a motion to dedicate parcels as presented on this document, seconded by Selectman Vallarelli and **unanimously voted (3-0).**

Common Skating Rink Discussion/Boussy (Time 29:14-77:40 on Stoneham TV on Demand)

Chairman Boussy gives a brief background of the idea of a skating rink on the Town Common. Craig Celli of Century 21 Celli, Ryan and Patrick Cassidy explain how they will be donating the rink to the Town and what their plan is moving forward. The only part they ask from the Town is to fill the rink which is a cost of \$150.00 and a place to store the rink during the off season. They are looking to the rink use to be from 12/16/15 and go as far as they can into the winter. Cassidy has agree to install and maintain the rink. They are working with the high school hockey players to be involved and do some shoveling of the smaller snow storms. They state that by April the structure will be removed and any repairs to the grounds will be done. This is be discussed at the Neighborhood meeting tomorrow night. This is a donation to the town it will be a town skating rink. Chairman Boussy confirms with Attorney Solomon that this is covered on the insurance side. Selectman Vallarelli is opposed to the rink on the common for the reason of it ruining a town asset. Cassidy states that they are more than educated and capable of restoring the grounds to original condition if not better. There was discussion regarding people being able to sponsor and have a banner. Discussion was opened to the public: Cindy Hemingway 14 Fells Road spoke. Jim Sullivan 6 Sunset Road spoke. Tara Lawler 53 Walsh Ave spoke on behalf of the Neighborhood Group and stated that the meeting dates are on the Town website. Marsha Wengen 56 Washington Street spoke. Anthony Wilson 181 Central Street spoke. Public comment was closed. Selectwoman Colarusso stated she wants to make sure Bill confirms that the town is protected. Selectwoman Colarusso said this is nice of you to donate to the children of the town who will probably use it the most. Chairman Boussy passed the gavel to Selectman Vallarelli. Selectwoman Colarusso made a motion to accept the gift from Mr. Celli and Cassidy's and we begin to order and install the rink on the Town Common, seconded by Selectman Boussy and a roll call vote was taken.

Voting in Favor

Selectwoman Colarusso

Selectman Boussy

Voting in Opposition

Chairman Vallarelli

Motion passed (2-1).

17 Manison Street Plan Review/Houghton (Time 77:42-84:00 on Stoneham TV on Demand)

Attorney Charles Houghton was present to represent with the updated plan. Selectman Vallarelli made a motion to approve the site plan as presented tonight, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso

Selectman Vallarelli

Chairman Boussy

Motion was unanimously voted (3-0).

Fallon Road/Town Administrator (Time 84:02-90:15) on Stoneham TV on Demand)

Town Administrator Ragucci stated that he needs to put \$25,000.00 from the Fallon Road Mitigation money into a special account for the Fallon Road Improvements that are a part of the agreement. He also stated that Marjam will also be contributing \$25,000.00 to the fund. Mr. Ragucci suggests drafting a policy on the use of mitigation money in the Town of Stoneham. Mr. Ragucci requests a wish list from the Board of Selectmen on what they would like to see the Fallon Road Mitigation Money used

August 18, 2015 (4)

on. Selectwoman Colarusso made a motion to place \$25,000.00 from the Fallon Road Mitigation money into a special account, seconded by Selectman Vallarelli and **unanimously voted (3-0)**.

Final Payment Discussion regarding Agreement with BJ's for Public Safety/Town Administrator (Time 90:27-91:00 on Stoneham TV on Demand)

Town Administrator Ragucci notifies the Board that this is the last year of BJ's \$10,000.00 annual payment which has been used for public safety. Mr. Ragucci states we use this money for code red. He states that next year we will have to budget for this expense.

Update Communications & Computer Use Policy/Town Administrator (Time 91:06-93:13 on Stoneham TV on Demand)

Topic was tabled until September 8, 2015.

Request to Close Certain Streets and Parking Lots in Vicinity of Town Common for Town Day/Chamber of Commerce (Time 93:32-94:36 on Stoneham TV on Demand)

Selectwoman Colarusso reads the request from the Chamber of Commerce in anticipation of Town Day 2015 on Saturday, September 19, 2015 from 11am to 4pm (rain date of Sunday, September 20, 2015 11am to 5pm). The Town Day Committee requests the following closures: Both the north and south side Town Common parking lots; Central Street from Pleasant to Main Street; The three Town Hall parking lots; and Emerson from Pine to Central. Selectwoman Colarusso made a motion to approve the request, seconded by Selectman Vallarelli and **unanimously voted (3-0)**.

Appoint Election Officers (Time 94:38-96:23 on Stoneham TV on Demand)

Selectman Vallarelli made a motion to appoint the following Democratic Committee members as election officers August Niewenhous as Clerk, Maria Silvaggi as Deputy Clerk, Diana L. Cooper as Inspector and Shirley R. Murray as Deputy Inspector, seconded by Selectwoman Colarusso and **unanimously voted (3-0)**. Selectwoman Colarusso recuses herself from the appointments to the Republican Committee members as elections officers. There is not quorum. Selectmen Vallarelli made a motion to table until September 8, 2015.

Food Truck Festivals of New England Event on Town Common/Board of Selectman Authorization) (Time 96:24-109:16 on Stoneham TV on Demand)

Chairman Boussy states they have had the Food Truck Festival people in already. He states the by laws pertaining to the Common are antiquated and they are working on redoing them. He states they are looking to do a one day special event permit for this event and continue to work on redoing the bylaws. Attorney Solomon explains the motion. Selectwoman Colarusso move that the Board vote to authorize the Town Administrator grant a permit for the use of the Town Common by Food Truck Festivals of New England, LLC or Food Truck Festivals of America, LLC ("Food Truck Festivals") on Saturday, October 17, 2015 (7:00 a.m. to 7:00 p.m., which includes setup and breakdown, actual festival hours from 11:00 a.m. to 5:00 p.m.) including a beer garden which has been granted a day liquor license this date by the Board of Selectmen as Liquor Licensing Authority. This authorization is subject to submission by Food Truck Festivals of necessary prerequisites to the Town Administrator (e.g. insurance, indemnification agreement). By this authorization, the Board waives the prohibition on the consumption of alcoholic beverages on the Town Common, and this authorization is granted in recognition that an admission fee will be charged by Food Truck Festivals (children under 12 free) and there will be the sale of food and beverages and accessory items thereto, seconded by Selectman Vallarelli and **unanimously voted (3-0)**. Jim Sullivan, 6 Sunset Road spoke. Katherine Moore, 15 Ledge Street spoke. Selectman Vallarelli ask who should someone contact if they are looking to be a vendor at the Farmers Market. Chairman Boussy states they have a website which has the vendor requirements. Selectwoman Colarusso made a motion to approve the closure portions of Church Street, Winter Street and Central Street for the purpose of the festival on October 17, 2015, seconded by Selectman Vallarelli and **unanimously voted (3-0)**.

Liquor Licensing Authority

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

Voting in Favor:

Selectwoman Colarusso
Selectman Vallarelli
Chairman Boussy

Motion was unanimously voted (3-0).

Meeting recessed at 8:53 p.m. to go into Liquor Licensing Authority.

Meeting reconvened at 8:58 p.m.

Stockwell (Time 114:12-114:51 on Stoneham TV on Demand)

Selectwoman Colarusso made a motion to approve the Stockwell request, seconded by Selectman Vallarelli and **unanimously voted (3-0)**.

Response to Open Meeting Law Violation Complaint (Time 114:57-116:20 on Stoneham TV on Demand)

Chairman Boussy explains that there was a complaint made to the Attorney General. He states through a series of interviews they directed Bill to draft up a reply to it which is fairly lengthy and it's been in the package. Chairman Boussy asks if they have to read it. Attorney Solomon states no. The response is public record and can be viewed on the website in the Selectmen's Packet for August 18, 2015.

Town Administrator (Time 116:24-128:34 on Stoneham TV on Demand)

Town Administrator gave the following updates: (1) they finally got notice from the federal government that we will be reimbursed \$125,000 for the blizzards which will reduce our snow & ice deficit to about \$288,000. Mr. Ragucci states free cash should be certified sometime next month. He is anticipating free cash to be coming in between \$700,000-\$800,000. He states he will be requesting through the Board of Selectmen that they use \$288,000 to eliminate the snow & ice deficit of last year. (2) Stevens Street sidewalk project is out to bid. The bids are due back on September 10, 2015 which is after school starts. The bid specs call for completion of October 31, 2015. Chairman Boussy explains why they picked Stevens Street and feels they should be doing this during school. Town Administrator Ragucci stated why this happened. Selectwoman Colarusso states this seems to be a recurring theme when it comes to sidewalks and paving. She feels the execution piece is missing. She does not want to forfeit this money. Chairman Boussy asks where else could they use the \$100,000 in sidewalks. Mr. Ragucci will have DPW draft a plan to show you what sidewalks can be done with the \$100,000.00. Mr. Ragucci will have these answers at the next meeting. Selectwoman Colarusso would like to also know the savings in the engineering study in-house. (3) Mr. Ragucci notifies the Board that the emergency antennas are up at the old hospital. He states there is now some significant mold issues in the building and we will have to move the antennas. He is waiting for an estimated cost for this. He states the future plan for the antennas are to go on the MWRA tower. He states they need to find another location for the guts to the antennas. He will keep the Board updated on this issue.

Miscellaneous (Time 128:35-129:33 on Stoneham TV on Demand)

Selectwoman Colarusso would like to state she feel the liquor license is conducive to the food truck festival that is taking place and she doesn't want it to be misunderstood that the Board does not want to turn the town into a beer drinking town common. This is a family town and she is a family person. We all have families and we are a close knit community. She just wants to reassure folks that is not what they are trying to do.

Executive Session

Selectman Vallarelli moved to go into executive session, pursuant to Chapter 30A of the General Laws to discuss update on the PEC Negotiations/ULP and to Vote on the Settlement Proposal, and not return as the Board of Selectmen. Motion was seconded by Selectwoman Colarusso. A roll call was taken on the first topic.

Voting in Favor:

Selectman Colarusso
Selectman Vallarelli
Chairman Boussy

Motion passed 3-0.

Town Administrator Ragucci adds another matter that was not reasonably foreseen prior to tonight's meeting that Labor Counsel would like to discuss with the Board of Selectmen which is another collective bargaining issue involving the DPW bargaining unit. As Chairman he did not reasonably anticipate this matter at the time the notice for this meeting agenda was set. Selectman Vallarelli made the motion, seconded by Selectwoman Colarusso. A roll call vote was taken. Attorney Solomon clarifies this is for collective bargaining strategy. Ellen McBride spoke.

Voting in Favor:

Selectwoman Colarusso
Selectman Vallarelli
Chairman Boussy

Motion passed 3-0.

Meeting adjourn at 9:26 p.m.

Respectfully submitted,
Erin Sinclair

Stoneham Board of Selectmen – Minutes of Meeting of August 25, 2015

Chairman Thomas Boussy called the meeting to order at 7:00 p.m. Also present were Selectwoman Caroline Colarusso, Selectman John F. DePinto, Selectwoman Ann Marie O’Neill, Town Administrator David Ragucci and Town Counsel William H. Solomon.

The following minutes include the actions taken at the meeting and a brief summary of the discussions had by the Board of Selectmen. If you would like to hear detailed discussion please see the time listed next to each agenda item and go to Stoneham TV on Demand available from the homepage www.stoneham-ma.gov

Pledge of Allegiance

Deed from MBTA to Town of Stoneham for Railroad Right-of-Way section from Maple Street to Stoneham Town Line with Woburn, request by MBTA for proposed further action and Release Agreement By and Between Massachusetts Bay Transportation Authority and Town of Stoneham regarding waiver and release of MBTA reserve provision (reverter and rental amounts) to 1984 deed for major portion of the RR ROW, request by MBTA for proposed further action. (Time :44-3:08 on Stoneham TV on Demand)

Chairman Boussy reads items 2 and 3. Anthony Wilson from the Bikepath Committee states they have learned very recently that there are some procedural issues with the Commonwealth and Federal Government. This inner agency disagreement on sequence and process has required us to take some steps to nullify the deed that we had previously signed as well as the waiver for certain rights on the existing deed. Mr. Wilson states they are here today asking that the Board deem the previous deed null and void also the waiver of conditions null and void and that they authorize re-signature once the procedural issues are resolved and it is brought back to us so you don’t have to meet again basically. Selectwoman O’Neill moved to authorize the chairman to sign the agreement deeming null and void the deed for 912 feet of land west of Maple Street to the Stoneham-Woburn line and deeming null and void the release regarding a waiver of conditions in the 1984 deed for the Major portion of the RR Row. Further authorize the majority of a Stoneham Board of Selectman or the chairman to sign the Deed and the waiver as soon as available persistent to the provisions of the agreement signed this date, seconded by Selectman DePinto. A roll call vote was taken.

Voting in Favor:

Selectwoman Colarusso
Selectman DePinto
Selectwoman O’Neill
Chairman Boussy

Motion passed 4-0.

Other business – reserved for matters the Chairman did not reasonably anticipate at the time of posting.

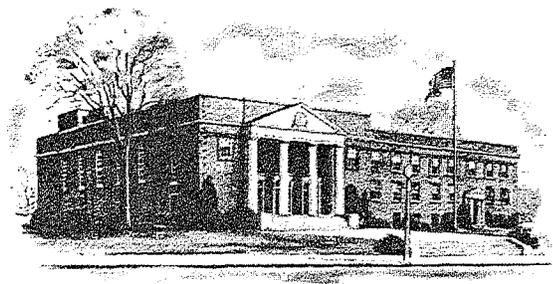
There was no other business.

Executive Session

There was no Executive Session.

Selectman DePinto made the motion to adjourn at 7:03 p.m., seconded by Selectwoman O’Neill and unanimously voted (4-0).

Respectfully submitted,
Erin Sinclair



TOWN OF
STONEHAM

MASSACHUSETTS 02180

www.stoneham-ma.gov

OFFICE OF BOARD OF SELECTMEN

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Thomas Boussy, *Chairman*
Ann Marie O'Neill, *Vice Chairman*
Caroline Colarusso, *Selectwoman*

John F. DePinto, *Selectman*
Frank Vallarelli, *Selectman*
Erin Sinclair, *Office Manager*

July 31, 2015

Caroline Colarusso, Chairman
Stoneham Republican Town Committee
4 Patrick Circle
Stoneham, Massachusetts 02180

Dear Mrs. Colarusso:

In accordance with Chapter 54, Section 12, of the General Laws of Massachusetts, we hereby request a list of enrolled members of the Stoneham Republican Town Committee who desire appointment as election officers for a one-year term beginning September 1, 2015.

The offices to be filled by members of the Republican Town Committee are as follows:

Warden *Carol Covill*
Deputy Warden *TRISE DIBLASI*
Inspector *JOE COLARUSSO*
Deputy Inspector *NANCY HOWARD*

Thank you for your efforts and cooperation.

Very truly yours,

Board of Selectmen

Thomas Boussy
Chairman

cc: Town Clerk

**Town of Stoneham
Office of the Town Administrator**

35 Central Street
Stoneham, MA 02180



Information Technology (781) 279-2644
Human Resources: (781) 279-2620

Town of Stoneham Electronic Communication and Computer-Use Policy

All Users of the Town's Systems shall read and abide by this Policy.

1. PURPOSE

This Policy is intended to provide guidance on the appropriate use of the Town of Stoneham's electronic communications and information equipment and systems ("Systems") including, but not limited to, Computer Workstations, Hardware and Software, Electronic Mail ("e-mail"), Internet, Printers, Plotters, Scanners, Personal Digital Assistants (PDA's), Smart Phones, Tablets, Cameras, Facsimile Machines (FAX), Copiers, LCD Projectors, and Network Devices such as Switches, Hubs, and Wireless Access Points. All Systems and e-mail accounts are the property of the Town of Stoneham.

2. SCOPE

Use of the Town of Stoneham's Systems by any employee, contractor, consultant, volunteer, intern or any other person so authorized including, but not limited to, any part-time, full-time, elected or appointed personnel ("User") shall constitute acceptance of the terms of this Policy and any such additional related policies that may be issued by the Town of Stoneham.

Managers and supervisors are responsible for ensuring that all their employees using the Town's Systems have read this policy and have understood its applicability to their activities.

3. POLICY

Users shall use the Town of Stoneham's Systems in a responsible, professional, ethical, and lawful manner. Access and use of the Town of Stoneham's Systems is intended for business-related purposes, including communicating with co-workers and colleagues, and researching topics relevant to Town of Stoneham business. All existing state, federal, and local laws and Town of Stoneham policies apply to your conduct while

using the Town of Stoneham's Systems, particularly those that govern intellectual property protection, sexual or other harassment, misuse of Town of Stoneham resources, privacy rights, and confidentiality.

This Policy sets forth general guidelines and examples of prohibited uses of the Town of Stoneham's Systems for illustrative purposes, but does not attempt to identify all required or prohibited activities by Users. Questions regarding whether a particular type of activity or use is acceptable should be directed to the Chief Information Officer ("CIO") and/or your supervisor. These guidelines may be supplemented by more specific administrative procedures and rules governing day-to-day management and operation of the Town of Stoneham's Systems.

4. REVIEW

This Policy will be reviewed by the CIO and the Town Administrator, or any person so designated by the Town Administrator, on a periodic basis to ensure that it is legally sound and reasonably enforceable. The Town reserves the right to amend this policy at any time at the discretion of Town management.

5. TRAINING AND NOTIFICATION

Users shall become familiar with, and adhere to, the provisions of this Policy and receive in-service training at time of hire and periodically thereafter, as necessary. In addition, Users will receive notifications pertaining to this Policy by internal mail, e-mail, bulletin board posting, and occasional network log-on reminders.

6. PRIVACY

Users should have no expectation of privacy in the Town of Stoneham's Systems. Any information stored on, accessed, browsed or created on the Town's

Systems should not be considered private by the User. This includes files, e-mail communications, and website history. All electronic files and documents originating from or passing through the Town's Systems are considered to be the property of the Town.

Subject to certain exceptions in the law, e-mail messages are considered public records and are therefore legally discoverable and subject to record retention policies.

7. MONITORING

The Town of Stoneham retains the right to inspect all electronic files and data created and/or communicated to and from users of the Town of Stoneham's Systems. Said communications may also be subject to audit checks, security assessments, and forensic examinations. Users should be aware that the CIO is authorized to monitor network traffic, and/or access all files, including e-mail files and Internet use history, stored on any Systems. The Town of Stoneham, in order to ensure the continuity and safe operations of its Systems, may employ intercept, capture, and/or use detection programs that search for patterns of abuse, security risks, illegal activity, and any violation of this Policy.

8. SECURITY

A. Users shall restrict access (electronically and/or physically) to their Systems to ensure adequate security and prevent destruction or tampering with the Systems. This includes computer equipment and Systems located in motor vehicles and/or any Town-owned device in the User's possession, such as a laptop or PDA.

B. Users shall conduct a daily visual and operational inspection on all Systems. Any damage, evidence of tampering or malfunctioning of the System, must be reported immediately to the CIO.

C. Users shall log into the department computers in their designated work areas (on a regular basis) to read and respond to official department e-mails. Users are required to know their e-mail User names and passwords and are responsible for logging into and out of their accounts. Users are prohibited from giving their personal passwords to others, and/or leaving unattended, open access to their e-mail/network

accounts. Users shall not allow others to use their assigned e-mail accounts, unless configured to do so by the CIO.

9. INTERNET/E-MAIL GUIDELINES

While we increasingly use the Internet and e-mail as a tool in the workplace, misuse or abuse of the Internet and e-mail can result in wasted time, as well as potentially violate laws, bylaws, ordinances, regulations or other Town of Stoneham policies. Therefore, Users should adhere to the following Internet and E-Mail Guidelines.

A. **Use for Official Business:** It is the Town of Stoneham's policy to restrict Internet and e-mail access to official Town of Stoneham business. Use of the Internet or E-mail for personal matters is prohibited, **unless prior authorization is obtained from the Users' department head.** Users, upon obtaining approval from their respective department head, may use the department computer equipment, applications, programs or Systems **for limited personal use**, ensuring that this use does not interfere with their primary job responsibilities. Users are expected to demonstrate a sense of responsibility and not abuse this limited use privilege. The department head shall monitor personal use to determine if abuse occurs. While using the Town's Systems for personal use, **Users should not expect any right of privacy in the Town of Stoneham's Systems.**

B. **Authorization:** Authorization for Internet and e-mail access must be obtained through the Human Resources Office or the CIO. Once authorization is approved, each User is responsible for the security of his or her account password and will be held responsible for all use or misuse of such account. Department Heads and Supervisors are responsible for notifying Human Resources of any employee resignations or terminations. Access to the Town's Systems shall cease when the employee vacates his/her position.

C. **Compliance with Laws:** Users must not utilize the Internet or e-mail to knowingly violate any state, federal or local law, or the laws of any other nation. United States copyright and patent laws may apply to information and material(s) accessed through the Internet, and care should be taken to not violate the copyrights or patents of others on or through the use of the Internet or e-mail. Users shall respect and

comply with all software licensing agreements and are forbidden to use, copy, retrieve, modify or forward copyright-protected materials, except as permitted by law.

D. **Viruses:** All appropriate precautions should be taken to detect viruses, including scanning all computer files (including attachments) that are downloaded and/or opened from the Internet, before installation or execution of such files/attachments.

Users should only open attachments from anticipated and trusted sources. Users should direct any questions regarding the proper use of virus detection software to the CIO prior to downloading and/or opening any computer files/attachments.

E. **Public Records Law:** Users shall familiarize themselves with the Commonwealth's Public Record Laws. The Secretary of State's Office of the Commonwealth has determined that e-mail (and any attachments) qualifies as "public records," as defined in Chapter 4, section 7(26) of the Massachusetts General Laws. Therefore, all e-mail sent by or received through the Town of Stoneham's Systems shall be archived by the CIO. All Users shall retain either a printed or digital record of e-mail sent by or received through the Town of Stoneham's System's, in the same manner that other paper records are kept by their departments, and in accordance with the Record Retention requirements. Some e-mails may also be requested through the Freedom of Information Act.

F. **Prohibited Practices**

1. Unless it is directly related to a criminal investigation or other investigative operation pre-approved by the Chief of Police, Users are prohibited from using the Town of Stoneham's Systems, including any device connected to the Town Network VLAN or telephone dial-up lines, to knowingly display, transmit, download, receive, store, archive, distribute, edit and/or record any unlawful or offensive communication and/or computer file, that is:

- a. Discriminatory or harassing;
- b. Derogatory to any individual or group;
- c. Obscene, sexually explicit, sexually suggestive or pornographic;

d. Defamatory or threatening;

e. Promotional of one's personal political beliefs or for any political purpose;

f. In violation of any state or federal law, regulation, or local bylaw; or

g. In violation of any license governing the use of software or copyrighted material. Users shall not use the Town of Stoneham's computers to knowingly download or distribute pirated software or data. Any software or files downloaded via the internet may be used only in ways that are consistent with their licenses or copyrights. **The downloading of games or other programs for amusement/entertainment, or any other personal purpose is strictly prohibited.**

2. Users are forbidden from viewing or disseminating any child pornography or other pornography to anyone by any means. Furthermore, any discovery of said pornography must be reported immediately to the Town Administrator.

3. Unless otherwise authorized by this Policy, Users are prohibited from engaging in or attempting to engage in:

a. Maliciously using or disrupting the Town of Stoneham's computers, networks, or Internet services;

b. Misusing or damaging the Town of Stoneham's equipment or Systems;

c. Monitoring or intercepting the files or electronic communications of other Users or third parties;

d. Hacking or obtaining access to systems or accounts (internal or external), which they are not authorized to use;

e. Using another User's network log-in account, e-mail address(es), and/or password(s);

f. Breaching, testing or monitoring a Town-owned computer or System or tampering with the Town's system configuration and/or network security measures;

g. Attempting to access unauthorized sites;

h. Using the Town of Stoneham's Systems after such access has been denied or revoked;

i. Attempting to delete, erase or otherwise conceal any information stored on any portion of the Town of Stoneham's Systems; or installing any software program, application or hardware device on a Town-owned computer or System without first obtaining authorization from the CIO or his/her designee.

4. Users shall not (unless approved and acting in a Police investigative capacity) send e-mail or other electronic communications that hides the identity of the sender or represents the sender as someone else or utilize any form of spoofing, masquerading and/or anonymous relaying/WEB surfing services.

5. Users shall not use or abuse software programs, computer resources or Systems in a manner that is likely to cause major network congestion or significantly hamper the ability of other Users to access and use the system or network.

6. Users shall not broadcast messages to all employees or Users via e-mail without permission from the Town Administrator. Users shall not utilize the Town of Stoneham's Systems for the purpose of sending "chain-letters, unsolicited mass e-mails, or other "spam."

7. Users shall not utilize the Internet or e-mail to deliberately propagate any virus, worm, "Trojan horse," trap-door or back-door program code, or any type of malware, or knowingly disable or overload any computer system, network, or to circumvent any system intended to protect the privacy or security of another User.

8. Users shall not utilize the Town of Stoneham's computers or Systems for private financial gain, or commercial, advertising or solicitation purposes.

9. Users shall refrain from using encrypted programs and encrypted communications (unless previously approved by the CIO).

Encrypted programs may only be used for the purposes of safeguarding sensitive/confidential information and certain authorized online investigations. Users, authorized to use various forms of encryption on files and communications, must provide the CIO with a

sealed printed copy (to be retained in a secure location) of all of the passwords and/or encryption keys necessary to access the files, including any User accounts and passwords used in accessing secure resources and network configurations.

10. Users shall not store confidential information or Non-Public Information (NPI) locally on desktop or mobile computers or on any removable device or media such as floppy disks, CD's, DVD's, iPods, PDA's, cell phones, and flash/jump drives. Confidential information and NPI is defined as information that is exempt from disclosure under the Freedom of Information Act; protected by statute, Executive order, or regulation; designated by the Town as confidential; or not yet made available to the public or authorized to be made available. Examples of NPI include, but are not limited to: a) Social Security Numbers; b) Credit card or bank account numbers; or c) Medical or educational records.

11. Users shall not transmit or disclose, via e-mail or any other means, confidential information or NPI unless it is a necessary function of the User's duties, in which case such transmission must be encrypted.

12. All computer hardware, software and Systems shall at all times remain the property of the Town of Stoneham and shall not be removed from their respective sites or downloaded onto personal computer equipment without the express written approval of the CIO. Users shall not reassemble and/or disassemble computer equipment or Systems belonging to the Town of Stoneham without express permission from the CIO.

G. Violations of Policy: Users have read, understand, and agreed to comply with this Policy, governing the use of the Town of Stoneham's Systems. Those individuals who violate this Policy or otherwise abuse the privileges and guidelines set forth in this Policy may be subject to corrective action including, but not limited to, possible termination of employment, legal action, and criminal liability. Additionally, Users shall be personally liable for any losses, costs or damages incurred by the Town of Stoneham related to violations of this Policy.

Users shall report violations of this Policy to their supervisor, or in the case of department heads, directly to the Town Administrator.

Retaliation against another user for reporting a violation or violations of this Policy, including the use of e-mail or the Internet in a retaliatory manner, is strictly prohibited by the Town of Stoneham.

This Policy replaces any previously released policies concerning the use of the Town’s electronic communications (e-mail) and computer and internet usage.

Reviewed and approved by the Board of Selectmen, the Town Administrator and the Chief Information Officer:

Board of Selectmen, Chairman Date

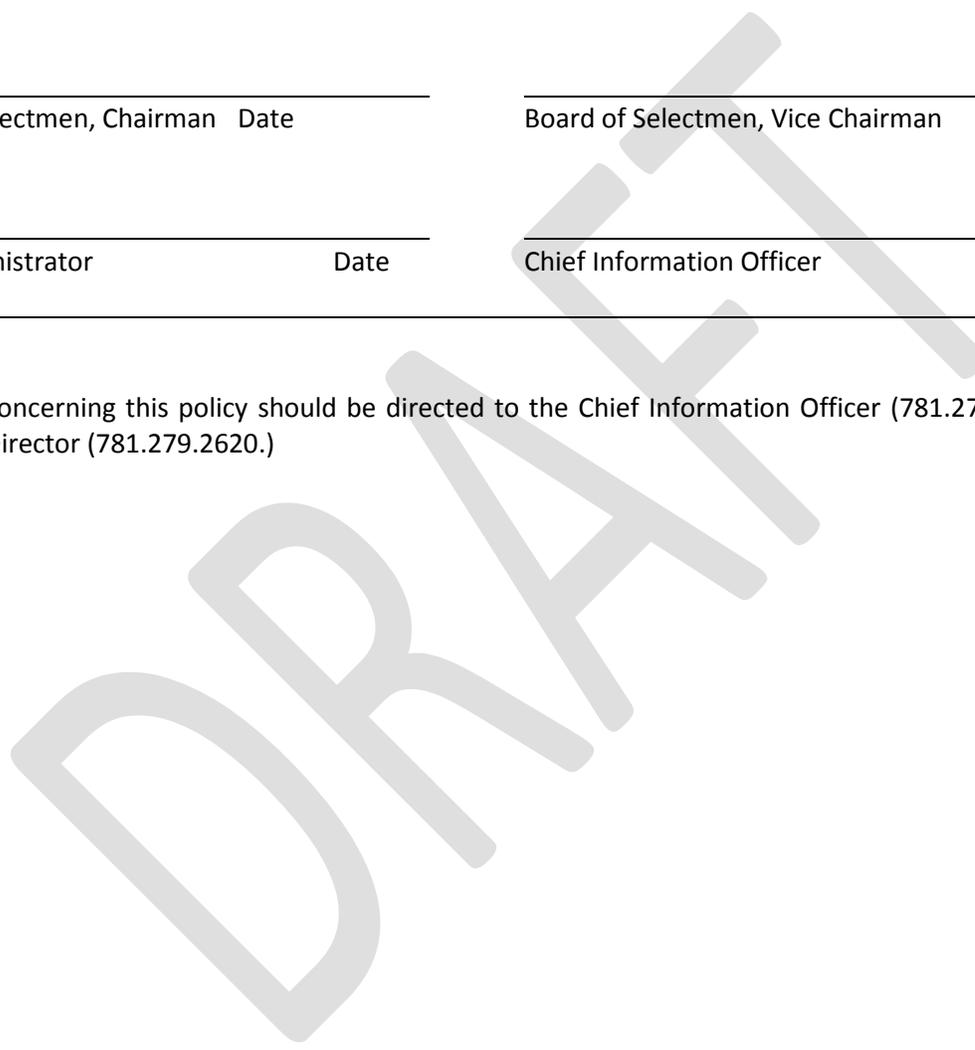
Board of Selectmen, Vice Chairman Date

Town Administrator Date

Chief Information Officer Date

Questions concerning this policy should be directed to the Chief Information Officer (781.279.2644) or the Human Resources Director (781.279.2620.)

GRay
04/07/15



EMPLOYEE ACKNOWLEDGEMENT FORM

I acknowledge that I have read the **Town of Stoneham's Electronic Communication and Technology Policy**.

I understand that the use of the Town of Stoneham's computer System and other Town-owned equipment constitutes employee consent to the terms of use as outlined in this Policy.

I understand that violations of this Policy may subject me to disciplinary action, up to and including discharge from employment and/or legal action.

I understand that there is no expectation of personal privacy when using the Town of Stoneham's computer and e-mail systems and other Town-owned equipment.

Employee Name (please print)

Department

Employee Signature

Date

Department Head Signature

Date

To: Department Heads
From: Dave Ragucci, Town Administrator
Date: September 1, 2015
Subject: **Reporting of Weekly Compensatory Time**

As previously communicated to Department Heads via email, effective immediately, you will be required to complete a weekly Compensatory Time report stating the specific reason why it was necessary for your employee(s) to work additional hours over their regular weekly schedule and subsequently receive Compensatory Time.

I will expect the weekly report to be sent to: hr@stoneham-ma.gov. A PDF fillable form has been sent to you by separate email.

Thank you for your cooperation.

cc Board of Selectmen

Said funds shall be provided within ninety (90) days of the issuance of any building permit. Independent of 225 Fallon's obligation herein, the Town shall make reasonable good faith efforts to seek, although shall have no legal obligation to obtain, additional funding for said Sewer Pumping Station from other parties who will benefit therefrom, so as to more equitably divide the responsibility for the cost thereof. Additionally, nothing herein shall restrict the Town from seeking funding from the federal and/or state government for this purpose. (See also Paragraph 26, below.)

7. Water Mains – Should 225 Fallon propose to construct the MFD or Alternative Permanent Structure on Lot A, 225 Fallon shall have the water mains serving the MFD or Alternative Permanent Structure tested by a qualified company, reasonably acceptable to the Town, so as to insure that the water mains will meet anticipated demand of the MFD or Alternative Permanent Structure, and shall further be responsible for replacing any water mains that service the development that are deemed to need replacement, and for providing such additional water mains that are required to meet the anticipated demand for service to the MFD or Alternative Permanent Structure, all to the reasonable satisfaction of the Director of Public Works.
8. Storm Drainage – Should 225 Fallon construct the MFD or Alternative Permanent Structure on Lot A, 225 Fallon shall comply with all applicable laws, bylaws and regulations regarding storm water and storm water management. Post-construction runoff cannot exceed pre-construction runoff.
9. Roadway – Should 225 Fallon construct on Lot A: (i) the MFD; or (ii) Alternative Permanent Structure, 225 Fallon shall be responsible for: (i) resurfacing the top coat of Fallon Road from its beginning up to fifty (50') feet beyond the first access point to the MFD on Fallon Road and all portions of Fallon Road to which 225 Fallon, in connection with the MFD or Alternative Permanent Structure makes, or is required to make, utility cuts in; and (ii) installing (or replacing existing, as the case may be) bituminous curbing and sidewalks, on the northerly side of Fallon Road adjacent to 225 Fallon Road (hereinafter referred to as "roadway/sidewalk work"). All of the work shall be done to the reasonable satisfaction of the Director of Public Works. Additionally, nothing herein shall restrict the Town from seeking funding from the federal and/or state government for said roadway/sidewalk work, however in no event shall the Town be responsible for any roadway or related work, or any cost thereof, on Fallon Road or any other public way or private way, including any intersection. 225 Fallon shall have a continuing obligation to maintain, repair, and replace as needed said portion of the road, curbing and sidewalks.
10. Traffic Light At Marble and Park Streets – Should 225 Fallon construct on Lot A: (i) the MFD; or (ii) an Alternative Permanent Structure which has a gross floor area of Fifty Thousand (50,000) square feet or greater, but only if said Alternative Permanent Structure and its use do not require a special permit (i.e. may be built as of right or with site plan approval), 225 Fallon shall be responsible for providing

forty percent (40%) of the actual cost of replacing (including design, equipment and installation costs) the traffic light at the intersection of Marble and Park Streets, said contribution amount not to exceed Eighty-Two Thousand Dollars (\$82,000.00). The Town shall complete such work and fund any remaining amount associated with the same. It is understood and agreed that the traffic light which shall be installed at this location shall include pedestrian signals. Fallon's contribution shall be paid within ninety (90) days of the first building permit for the MFD or an Alternative Permanent Structure at the site. (With respect to an Alternative Permanent Structure, nothing in this Agreement shall limit or be deemed to limit the authority of any Town board, including the Planning Board, Board of Selectmen or Board of Appeals, with respect to any conditions or requirements regarding traffic or traffic lights, including a traffic light at Marble and Park Streets.) (See also Paragraph 25, below.)

11. Internal Roadways, Utility Drainage Systems, Wastewater Collection and Systems – Should 225 Fallon construct the MFD or Alternative Permanent Structure on Lot A, the internal roadways, utility drainage systems, wastewater collection and systems, and all other infrastructure shall remain private, and the Town of Stoneham shall not have, now or ever, any legal responsibility for the operation, maintenance, repair or replacement of the infrastructure, nor for any snow removal and trash collection. It is understood and agreed that no internal road shall or may become a public way, unless otherwise agreed to by the Town Administrator, the Planning Board and the Board of Selectmen, and further authorized by the town meeting.
12. Public Safety – Should 225 Fallon construct the MFD or an Alternative Permanent Structure on Lot A, 225 Fallon agrees to reasonably cooperate with the Chief of Police in addressing public safety issues and the mitigation thereof.
13. Internal Roads – Should 225 Fallon construct the MFD or An Alternative Permanent Structure on Lot A, appropriate driveways, sidewalks and curbing, sufficient for the safe separation of pedestrians from moving vehicles, shall be provided throughout the site to allow for safe vehicular and pedestrian access within the Site and between any proposed buildings.
14. Fire Protection – Should 225 Fallon construct the MFD an Alternative Permanent Structure on Lot A, fire protection methods and systems shall meet all State Fire Code requirements and be approved by the Stoneham Fire Chief or his designee.
15. Utilities – Should 225 Fallon construct the MFD or an Alternative Permanent Structure on Lot A, all utilities, including, but not limited to, electric, gas, cable and telephone, shall be located underground. A final “as-built” utility plan shall be submitted to the Director of Public Works.



August 19, 2015

Mr. Robert E. Grover, P.E., Director
Department of Public Works
16 Pine Street
Stoneham, MA 02180

Subject: Proposal / Agreement for Engineering Services
Park Street at Marble Street Signalization Project

Dear Mr. Grover:

FAY, SPOFFORD & THORNDIKE, INC. (FST) is pleased to submit this proposal for engineering services in response to your request to prepare final construction bid documents for the installation of an updated traffic signal system at the intersection of Park Street and Marble Street. At the time of the prior investigations in June 2011, the engineers' opinion of probable cost for this project was estimated to be \$180,000. Escalating that value by 5 percent per year for four years and including a 10 percent contingency to that cost, the updated budgetary cost of construction for the proposed installation is estimated to be approximately \$240,000.

This proposal/agreement supersedes the proposal/agreement dated April 6, 2011 that had been executed by the Town on April 20, 2011. Under the previous proposal/agreement, FST prepared and submitted near-final design documents consisting of six plan sheets, technical specifications in the form of special conditions to the MassDOT Standard Specifications and an opinion of probable construction cost. These submittals were made to the Town on June 20, 2011.

Currently, the Town of Stoneham Department of Public Works (i.e., the Town or DPW) desires to advance the previously submitted documents through final design and complete the preparation of construction bid documents. The proposed scope of services provided below meets that desire.

SCOPE OF SERVICES

TASK 1 – FINAL DESIGN SUBMISSION

FST will advance the previously submitted design documents, consisting of plans (6 sheets), special provisions (i.e. technical specifications) and opinion of probable construction costs through final design.

Plans and Construction Details – The previously submitted plans and construction details will be reviewed and updated as necessary to meet current design standards, particularly as related to the anticipated modifications to sidewalks and pedestrian ramps conforming to Massachusetts Architectural Access Board (AAB) standards. FST will review the existing and previously

Mr. Robert E. Grover, P.E.
Re: Park / Marble Streets Signalization

August 19, 2015
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depicted pedestrian ramps located at the intersection to determine their compliance with current AAB requirements, and will make recommendations for sidewalk modifications at the intersection only to the extent necessary to provide AAB conforming pedestrian ramps.

Roadway work will be limited to only that which is necessary for the installation of a new traffic signal system and restoration of those areas disturbed as part of the construction activities.

Existing lane arrangements and intersection geometry are assumed to be maintained in their current configuration. Trenches in roadway pavement and sidewalks will be restored with temporary and permanent patches. Also included will be revised pavement markings and signing. Full intersection pavement overlay is not included in the project scope.

The following 30" x 42" sheets are anticipated:

1. Title Sheet
2. General Plan (1 Sheet)
3. Traffic Signal Control Plan (Sheet 1 of 2)
4. Traffic Signal Control Plan (Sheet 2 of 2)
5. Traffic Signal Details (1 Sheet)
6. Pedestrian Ramp Details (1 Sheet)

Specifications – FST will provide technical specifications in support of the proposed traffic signal installation and sidewalk modifications, consistent with the specifications format previously submitted. The basis of the technical specifications will continue to be the Massachusetts Department of Transportation (MassDOT) Standard Specification for Highways and Bridges. Special provisions will be prepared for non-standard items of work. The technical specification sections will be supplemented with other front-end sections to create a Project Manual consisting of Bidding Requirements, Contract Forms, Conditions of the Contract, Division 1 General Requirements, and Massachusetts Minimum Wage Rates, consistent with the Project Manuals prepared by FST for previous construction contracts issued by the Town of Stoneham. The Project Manual will include the following sections:

Bidding Requirements

- Invitation to Bid
- Instruction to Bidders

Bid Package

- Forms for General Bid
- Bid Bond
- Bidder's Qualification Statement

Contract Forms

- Agreement
- Notice of Award
- Notice to Proceed
- Performance Bond
- Payment Bond

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Re: Park / Marble Streets Signalization

August 19, 2015
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Conditions of the Contract

- Standard General Conditions
- Supplementary Conditions

General Requirements

- Summary of Work
- Measurement and Payment
- Abbreviations
- Submittals
- Site Preparation and Miscellaneous Work
- Dust Control
- Environmental Protection
- Traffic Control
- Cleaning Up

Technical Specifications

(Referenced to MassDOT Standard Specifications)

Appendix

- Massachusetts State Wage Rates

The Project Manual will also be provided to DPW in electronic format (MSWord or pdf) on disk for use by DPW.

Opinion of Probable Cost – An updated opinion of probable construction cost will be prepared by FST based on quantity takeoffs from the final design plans and construction details. Average bid prices for similar work items recently bid within the greater Boston area will be applied to the quantities by FST to establish the estimated construction cost of the proposed work.

Submittals – FST will submit two sets of the 100% submission plans, Project Manual and opinion of probable cost to DPW for final review and comment. Upon receipt of comments from DPW relative to the 100% submission, FST will prepare and submit to DPW up to fifteen (15) sets of final construction documents for use by the Town to solicit construction bids. The final construction documents will include P.E. stamped plans, a Project Manual and FST's updated opinion of probable costs.

Client Coordination – Throughout the design process, FST will maintain close communications with DPW and will be available to attend meetings with DPW, on an as needed basis, to review and discuss the project. It will be the responsibility of DPW to secure all property rights and/or easements if required by the proposed work. Supplemental property line surveys and/or preparation of easement plans, if required, will be provided as an additional service.

Mr. Robert E. Grover, P.E.
Re: Park / Marble Streets Signalization

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TASK 2 – LIMITED BID PHASE SERVICES

Based upon the most recent construction contract prepared by FST and awarded by the Town of Stoneham, bid phase services will be provided on an as needed basis, primarily limited to responding to inquiries received by the Town from bidders having obtained a set of the construction bid documents.

It is our understanding that Town will prepare and post a legal notification within the local newspaper, provide contract information to Dodge Reports and the Central Register, serve as the point of distribution and contact for interested bidders, conduct the bid opening, prepare a canvass of bids, evaluate the bids for correctness, review the bidders qualifications and financial stability, contact bidder references, make a determination of the accepted construction contractor for this project, and prepare and finalize formal contract documents for execution by the contractor and the Town of Stoneham.

TASK 3 – LIMITED CONSTRUCTION PHASE SERVICES

FST will remain available to provide on-call construction phase services to the Town on an as-needed basis, as determined by DPW. Such services may include; review of shop drawing submittals, review of laboratory testing and field sampling results, providing design clarifications and engineering advice during construction, providing as-needed construction coordination efforts, providing occasional on-site construction observations and/or providing final inspection of the completed installations.

Based on previous construction contracts for which FST has provided construction phase services to the Town, it is FST’s understanding that nearly all construction phase services will be performed by Town staff. Accordingly, a minimal budget allowance has been included for this task.

SCHEDULE

FST is prepared to initiate work efforts on this project immediately upon receipt of written Notice to Proceed. FST will submit the 100% design submission to DPW within 4 weeks, and anticipates completion of the final construction bid documents for advertisement and distribution by the Town within six to eight weeks after receiving a written Notice to Proceed.

ESTIMATED FEE

Our Not-to-Exceed fees to complete the proposed scope of services defined above, by task, is as follows:

- TASK 1 – FINAL DESIGN SUBMISSION \$ 14,000.00
- TASK 2 – LIMITED BID PHASE SERVICES \$ 1,000.00
- TASK 3 – LIMITED CONSTRUCTION PHASE SERVICES \$ 2,500.00

Mr. Robert E. Grover, P.E.
Re: Park / Marble Streets Signalization

August 19, 2015
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INVOICES

FST will invoice the Town of Stoneham on a regular basis, typically monthly, based on our direct labor costs times a multiplier of 2.80. Out of pocket expenses will be invoiced at cost without mark-up. Mileage will be invoiced at the government rate, currently \$0.575 per mile. Should additional services be requested, FST will invoice the Town for such services in the same manner as described above. All additional services will be so noted on each invoice.

ACCEPTANCE

To confirm acceptance of this Proposal, please execute both copies and return one copy to our office.

By signing below, this document shall become an Agreement for services to be provided by FST to the Town of Stoneham. A copy of FST's "General Terms and Conditions is enclosed herewith and shall become a part of this Agreement.

This proposal shall remain valid for a period of ninety (90) days from the date noted above.

We appreciate your consideration of FST for this project. If you have any questions pertaining to this matter, please do not hesitate to contact me.

Very truly yours,

FAY, SPOFFORD & THORNDIKE, LLC

By



Stephen A. Chapman, P.E.
Vice President

APPROVED BY: _____
(name) (date)
TOWN OF STONEHAM

Enclosures: General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. SCOPE OF SERVICES

Fay, Spofford & Thorndike, LLC (ENGINEER), as representative of the CLIENT, shall perform the engineering services described in the attached Proposal.

If ENGINEER's services include the performance of any services during the construction phase of the project, it is understood that the purpose of any such services (including any visits to the site) will be to enable ENGINEER to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the CLIENT with a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and has been implemented and preserved by Contractor(s). ENGINEER shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. ENGINEER does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's (s') failure to furnish and perform its (their) work in accordance with the Contract Documents.

2. ABSENCE OF WARRANTY

All services of ENGINEER and its independent professional associates, consultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally-accepted engineering practice. All estimates or opinions of project or construction costs are provided by ENGINEER on the basis of ENGINEER's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual project costs or construction costs will not vary from any estimates or opinions of costs prepared by ENGINEER. Similarly, since ENGINEER has no control over building operation and/or maintenance costs, ENGINEER cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by ENGINEER. No fixed limit of construction costs is established as a part of this Agreement.

There are no warranties of merchantability of fitness for a particular purpose or any other warranties or guarantees whatsoever, express or implied, with respect to any service performed or materials provided under this Agreement.

3. INVOICES

Invoices will be submitted periodically (customarily on a monthly basis), and are due and payable upon receipt of invoice. Unpaid balances shall be subject to an additional charge at the rate of one-and-one-half percent (1.5%) per month, or the maximum rate allowed by law at the principal place of business of ENGINEER, whichever is less, from the date of invoice if the unpaid balance is not paid within 30 days. In addition, the ENGINEER may, after giving seven days written notice to CLIENT, suspend services without liability until the CLIENT has paid in full all amounts due the ENGINEER on account of services rendered and expenses incurred, including interest on past-due invoices. Payment of invoices is not subject to discounting by CLIENT. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between ENGINEER and CLIENT. In the event the ENGINEER is compelled to take action to collect overdue payments, the CLIENT shall reimburse for all cost and expenses of collection, including without limitation all court costs and reasonable attorney's fees.

4. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute the ENGINEER's estimate to perform the services required to complete the Project as ENGINEER understands it to be defined. For those projects involving conceptual or process development work, activities are not often fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. The ENGINEER will inform the CLIENT of such situations so that negotiation or change in scope and adjustment to the time of performance can be accomplished as required. If such change, additional services, or suspension of services results in an increase or decrease

in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the CLIENTS failure to provide specified facilities or information, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Proposal.

5. PAYMENT

Where the method of contract payment is based on a cost reimbursement (i.e., hourly rates, time-and-material, direct personnel expense, or per diem) basis, the following provisions shall apply:

a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging the work done at any of the ENGINEER's offices is one-half (½) hour. When applicable, rental charges will be applied to the Project to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, the CLIENT will be advised at the start of an assignment, task, or phase.

b. Unless the accompanying Proposal provides otherwise, expenses properly chargeable for the services which are reimbursable at cost shall include: travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing and reproduction costs; professional and technical consultants or subcontractors; computer charges; and expendable materials and supplies purchased specifically for the Project. A ten percent (10%) handling and administrative charge will be added to those foregoing items which are purchased from outside sources. When ENGINEER, subsequent to initiation of services, finds that specialized equipment is needed to perform the services, it will purchase and/or lease, as appropriate, the equipment as a reimbursable expense.

c. Invoices for effort on a cost-reimbursement basis will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by CLIENT, documentation will be provided at the cost of providing such documentation, including labor and other costs.

6. TERMINATION

No termination of this Project by the CLIENT shall be effective unless seven days written notice of intent to terminate, together with the reasons and details therefore, has been received by a principal or officer of the ENGINEER and an opportunity for consultation been given. A final invoice will be calculated within three weeks following receipt of such termination notice and the elapse of the seven day period (the effective date of termination).

Either the ENGINEER or CLIENT may terminate any Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where method of contract payment is lump sum, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of contract payment is based on cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs the ENGINEER incurs relating to commitments which had become firm before termination, and for a reasonable profit for services performed.

7. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER'S officers, directors, employees, agents, and

independent professional associates, subcontractors and consultants, and any of them, to CLIENT and any one claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ENGINEER's services, the project or this Agreement, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of ENGINEER or ENGINEER's officers, directors, employees, agents or independent professional and associates or subcontractors or consultants, or any of them, shall not exceed the total compensation received by ENGINEER under this Agreement, or the total amount of \$50,000, whichever is greater.

8. INSURANCE

The ENGINEER agrees to purchase at its own expense Worker's Compensation insurance, Comprehensive General Liability insurance and Professional Liability insurance and will, upon request, furnish insurance certificates to CLIENT. The ENGINEER agrees to indemnify the CLIENT for claims and damages to the extent caused by negligent acts, errors or omissions of the ENGINEER, subject to the limit of liability contained in Section 7. ENGINEER agrees to purchase whatever additional insurance is requested by CLIENT (presuming such insurance is available from carriers acceptable to the ENGINEER) provided the premiums for additional insurance are reimbursed by CLIENT.

9. HAZARDOUS SUBSTANCES

It is understood and agreed that, in seeking the professional services of the ENGINEER under this Agreement, CLIENT may be requesting the ENGINEER to undertake the uninsurable obligations for CLIENT's benefit involving the presence or potential presence of hazardous substances. Therefore, except for activities relating to hazardous waste disposal and cleanup of environmental pollutants; specification of a product, material or process containing asbestos; failure to detect the existence or proportion of asbestos in a product, material or process; the abatement, replacement or removal of a product, material or process containing asbestos; and also except for activities resulting in the actual, alleged or threatened discharge, dispersal, release or escape of pollutants ("pollutants" meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and waste materials to be recycled, reconditioned or reclaimed), the ENGINEER shall indemnify the CLIENT for any loss or damage solely caused by the professional negligence, errors or omissions of the ENGINEER in performance of the services under this Proposal or any related Agreement, subject to the limitation of liability contained in Section 7.

10. INDEMNIFICATION

With respect to claims, damages, losses and expenses which are related to hazardous waste disposal or cleanup or environmental liability, as described in Section 9, and to the extent the same are not covered by the insurance maintained by the ENGINEER described in Section 8, CLIENT shall, to the extent permitted by law, defend, indemnify and hold harmless the ENGINEER and its employees, independent professional associates, consultants and subcontractors from and against all such claims, damages, losses and expenses arising out of or resulting from the performance of the ENGINEER's services under this Agreement including, but not limited to, the ENGINEER's professional negligence, errors or omissions.

11. CONFIDENTIALITY

The ENGINEER shall maintain as confidential and not disclose to others without CLIENT's prior written consent, all information obtained from CLIENT, not otherwise previously known to the ENGINEER or in the public domain, as CLIENT expressly designates in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of the ENGINEER, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

CLIENT agrees that ENGINEER may use and publish CLIENT's name and a general description of the ENGINEER's services with respect to the Project in describing the ENGINEER's experience and qualifications to other clients or potential clients.

12. REUSE OF DOCUMENTS

Drawings, diagrams, plans, specifications, calculations, reports, processes, computer processes and software, operational and design data and all other documents and information produced in connection with the project, prepared or furnished by ENGINEER (and ENGINEER's independent professional associates, consultants and

subcontractors) pursuant to this Agreement are instruments of service in respect of the Project and the ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER or to the ENGINEER's independent professional associates, consultants and subcontractors from any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by CLIENT and the ENGINEER.

13. CONTROLLING AGREEMENT

To the extent they are inconsistent or contradictory, express terms of the accompanying Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of any Uniform Commercial Code. Any terms set forth in CLIENT's purchase order, requisition or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by the ENGINEER. The ENGINEER's acknowledgment of receipt of any purchase order, requisition, notice or authorization or the ENGINEER's performance of work subsequent to receipt thereof does not constitute acceptance of any terms or conditions other than those set forth herein.

14. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of the ENGINEER.

15. GOVERNING LAWS

This Agreement is to be governed by and construed in accordance with the law of the principal place of business of ENGINEER.

16. DISPUTE RESOLUTION

In the event of any dispute arising out of or connected with this Agreement, such dispute shall be referred to and resolved as follows: within 10 days of the receipt of notice of a claim by either party, each side shall select an arbitrator and the two arbitrators shall select a third. These three arbitrators shall meet and decide upon the appropriate language, governing law, jurisdiction, rules of discovery and procedures to be used, and shall promptly notify both parties of these decisions. The arbitration shall be conducted in accordance with these rules and procedures and a written arbitration ruling shall be rendered to both parties. Any ruling of the arbitrators so rendered shall be enforceable in the manner prescribed by the arbitrators.

This arbitration may be commenced at any time prior to or after completion of the project, provided that if it is commenced prior to completion of the project, the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration being conducted.

17. CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action, including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Sinclair, Erin

Subject: FW: sidewalks

From: Grover, Robert
Sent: Wednesday, September 02, 2015 11:37 AM
To: Ragucci, David <dragucci@stoneham-ma.gov>
Subject: RE: sidewalks

Most sidewalks in Town are bituminous---if we go into a street with bit. conc sdwks. that is 700 feet long and 50 feet needs to be replaced should that be done in concrete ?

I do not have a bid for granite curbing in place----cannot exceed \$25,000--

Potential streets

Dewitt Rd. concrete cutting-----\$6,650 ----Caroline request

I would do this first and then evaluate the results

Albion Ave-----Caroline request This street is mostly bit. conc. Sdwks.---

Waverly St. -----Caroline request

The following have multiple requests

Keene St.

William St.

Lincoln St.

Summer St.

Pond St.

Warren St.

Felspa Rd.-----Caroline request

Collincote St.

If any of these are acceptable it will be necessary to walk them and estimate cost-- as stated earlier once an entrance is made on a street at least one side should have all repairs made

There are not enough funds to do all these streets this year

Your input is welcome

Bob G

To: David Ragucci, Town Administrator
From: Robert E. Grover, DPW Director
Date: September 1, 2015
Subject: Sidewalks

There are presently 63 miles of public ways in Stoneham; 6.7 miles of private ways, 5.6 miles of D.C.R. roads and 4 miles of state highway.

63 miles of public ways is the potential of 665,280 linear feet of sidewalk.

The Town is opening bids for the installation of granite curbing and concrete sidewalks on one side of Stevens Street on September 10, 2015. This work could be performed this fall by detouring traffic from one direction and the use of police details. This work will most likely be postponed until next summer at the selectmen's request.

The Town has \$100,000 available now to perform sidewalk repairs. As you are aware sidewalk work has been minimal for the past 10 years and our sidewalks are in poor condition.

One of the things we have learned is that it is very difficult to repair only complaints on a street when there are similar conditions on the entire street. Generally, the Town has considered vertical differences of $\frac{3}{4}$ " and greater as trip hazards.

The Town has been in contact with a company to survey one entire street and give us a proposal to remove trip hazards greater than $\frac{3}{4}$ " by precision concrete cutting. This method can be used on concrete sidewalks where the height differential can be as much as 2.5 inches. Precision cutting can be performed for approximately $\frac{1}{2}$ the cost of replacement.

It is proposed to use DeWitt Road as a test street for this procedure and evaluate the results.

The Town presently does not have a contract for granite curb purchase and installation. We do have a contract for bituminous sidewalks and cement concrete sidewalks.

Concrete sidewalks	\$35 per linear foot
Bituminous sidewalks	\$17 per linear foot
Granite curbing	\$40 per linear foot (estimate)

\$100,000 would replace approximately ½ mile of concrete sidewalks or 1 mile of bituminous sidewalks. Each has their advantages. Concrete is a rigid material and aesthetically more pleasing. Asphalt is a flexible material and works much better at street trees. The material can lift some without creating a tripping hazard.

I would recommend that the money be spent on the most widely used sidewalks in year one. The Town used to have a safety committee comprised of public works, one selectmen, police and school personnel to recommend locations.

If this committee was formed now and locations picked the work could be performed this fall.

Stoneham Town Accountant

Definition:

Performs highly critical functions of a complex and technical nature that require significant ethical and professional judgment to ensure that all municipal financial transactions conform to state and municipal law and to professional standards.

Prepares and maintains all Town financial records, oversees compliance of Town departments with approved budgets, using a computerized (MUNIS) municipal accounting system.

Must possess the ability to formulate and execute decisions regarding policies, procedures, operations and plans at the department level.

Supervision:

Works under and reports directly to the Board of Selectmen with duties and responsibilities defined by the state and municipal laws, incorporating Generally Accepted Accounting Principles and the Uniform Municipal Accounting System, town policies and town bylaws.

Job Environment:

Work is generally performed in typical office conditions with moderate noise levels. Workload is subject to fluctuations related to budget preparation. Errors in judgment or omission could result in delay or loss of service, monetary loss and legal repercussions.

Duties and Responsibilities:

- Prepare and maintain all financial and accounting records of the Town of Stoneham in accordance with Massachusetts General Laws.
- Supervise the preparation of the monthly financial statements showing the status of appropriations, expenditures, and remaining balances. Maintains a General Ledger and respective journals for the recording of all transactions as source documents to the financial statements.
- Serve as liaison with independent auditors in annual audit of Town financial books and records.
- Annually update management discussion and analysis portion of the Annual Audit for GASB 34 compliance. Maintain fixed asset records for GASB 34 compliance.
- Review and develop, if necessary, accounting systems, policies and procedures, reports, etc. for accuracy, updating, revising and recommending changes or improvements in accounting procedures or operations as needed.
- Prepare cost analysis reporting on a wide range of issues by request from the Board of Selectman and the Finance and Advisory Board.
- Expert knowledge as it pertains to compliance of Enterprise Funds and Department of Revenue.
- Process Accounting and provide the necessary oversight to all accounting functions, including daily follow up to ensure work hours are being recorded properly as pertains to employee and job function for all Town departments.
- Maintain 1099 vendor information and produce 1099 forms.

- Conduct internal departmental audits by request of the Board of Selectman and the Finance and Advisory Board.
- Quarterly report of municipal debt, pension and healthcare liabilities, and bonds.
- Supervises the control of expenditures requiring the examination of vouchers, bills, and payrolls contained on individual departmental schedules.
- Analyze and interpret financial data to determine trends and reporting significant changes in trends to respective department heads for interpretation and monitoring.
- Lead and supervise departmental staff and to develop policies and procedures for the department's subordinates.
- Read and understand collective bargaining agreements and the corrective action procedure.
- Maintain Town contracts; compare payroll vouchers to authorized wage rates in labor contracts; compare vendor vouchers with terms of vendor contracts.
- Select past due accounts that are potential candidates for collections – initiates the collection process; Prepare and process the pre-collection letters for overdue accounts.
- Assist with the reconciliation of cash and receivables with Treasurer and Collector monthly.

This position is salaried and must be classified as special exempt and is not eligible for compensation time. Must attend Board of Selectmen and Finance Board meetings when required and 2 town meetings annually.

Recommended Qualifications:

Education and Experience:

Minimum of Bachelor's Degree in Accounting (Masters or CPA preferred) with 5-7 years in municipal government accounting.

Special Requirements:

Certification as Governmental Accountant by Massachusetts Auditors and Accountants Association

Knowledge, Ability, Skill:

Knowledge: Accounting, data processing, Massachusetts General Laws, MUNIS Accounting System

Ability: Function independently to meet deadlines for projects and reports. Interact with all Town departments

Skill: Operate computer, calculator and other office equipment



TOWN OF
STONEHAM
MASSACHUSETTS
Town Counsel

To: Thomas Boussy, Chairman
Board of Selectmen

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

Date: September 4, 2015

Subject: Warrant Article – Leasing of Golf Course

As discussed, a warrant article will be submitted for the October Town Meeting which authorizes the lease of the Unicorn and Oaks golf courses for up to and including nine (9) years.

cc: Town Administrator
Golf RFP Subcommittee of the Open Space and Recreation Committee

Sinclair, Erin

From: Sinclair, Erin
Sent: Thursday, September 03, 2015 6:05 PM
To: Sinclair, Erin
Subject: RE: 9/8 Agenda

From: Tom Boussy [mailto:tboussy@thbcompany.com]
Sent: Thursday, September 03, 2015 5:01 PM
To: Sinclair, Erin
Subject: RE: 9/8 Agenda

Intranet is basically a very large Dropbox. Instead of getting emails from Ginny, Dave and every other department head all sheared information will sits on secure site, every job description, budget, revolving trash account, comp time or whatever. Anyone with a password can access it on line it just saves a lot of time finding emails and on the weekends or after hours you still have access to information. Additionally if someone moves on or retires all the information from that position is available on one site.

TB