Town Common Winter Ice Skating Rink

Proposal to Board of Selectman: August 11, 2015

Proposed: To Install an ice skating rink on the Town Common area to be used by citizens of Stoneham for the Winter of 2015-16.

Project Participants: Town of Stoneham, Cassidy Landscaping and Century 21 Celli.

Dates: Installation: Outlined below, but installation date of approximately 12/16/15 – 12/22/15

Use: 12/23/15 – 2/15/16

IMPLEMENTATION

1. **Cassidy Landscaping and Century 21 Celli will purchase and donate to the Town a 90' x 60' skating rink and materials for town's use on the Town Common until such time as the town does not wish to have a skating rink used on the Town Common area.**

2. **Cassidy agrees to install the rink stakes entering the ground before hard frost hits. The complete installation will occur the week before Christmas with the hope of being in place until mid February. All dates are weather permitting.**

3. **We are asking the town to donate the initial water at an approximate cost of $ 150 and to donate water for general maintenance of the ice.**

4. **Cassidy Landscaping agrees to maintain rink ice during the course of the Winter.**

5. **Cassidy Landscatping agrees to maintain snow removal of heavy snow storms (approximately 4+ inches). Snow removal of the rink and surrounding area so access to rink is viable.**

6. **We will be working with the Athletic Department and Youth Hockey for shoveling assistance during smaller snow events.**

7. **Cassidy Landscaping and Century 21 Celli and will be attending Stoneham Square Neighborhood Group meetings on 8/19 and 9/17 as the Community has expressed a desire for this project and we want to hear from the community.**

8. **Cassidy Landscaping and Century 21 Celli agree to purchase and install rubber walkway mats.**

9. **Cassidy Landscaping and Century 21 Celli will remove skating rink, requesting the town provide an area of storage for future use.**

10. **Cassidy Landscaping and Century 21 Celli will restore any grounds to the condition prior to installation.**

Discussion Points

1. **Rink use times: 9AM - 9PM**

2. **No Hockey Sticks**

3. **Sign on proposed rink area for tree lighting ceremony "Ice Skating Rink Coming"**

4. **Recognition for the Town of Stoneham, Cassidy Landscaping and Century 21 Celli inlaid into the ice as project partners. If additional sponsorship requests come in, that can be accomplished by 1' by 2' banners to be placed on the interior boards of the rink. At a cost of $500.00 per banner to defray project costs.**

5. **This is something that is being done in many surrounding towns, but this will be unique as it is being incorporated with the tree lighting area and continues the forward movement of the revitalization of the down town area.**

TIMELINE

8/18 - Order rink

8/19 - Neighborhood Group meeting

9/17 - 2nd Neighborhood Group meeting

11/22 - Installation of rink stakes and Advertising Sign on site

12/15 - Installation of rink structure

12/16 - 12/22 - Fill rink with water and prepare rink for first use

12/23 - Grand Opening of Rink with ceremony??? 5PM???

12/23 - 2/15//16 - Rink use and maintenance

By the April the structures will be removes and any repairs to the grounds will be done.

Thank you.

Craig J. Celli, Century 21 Celli

Patrick and Ryan Cassidy, Cassidy Landscaping

Seasonal Ice Rink on the Stoneham Common
Winter 2015-2016
Last updated 8/6/2015

SOURCES:	$	Comments	Committed/Uncommitted
Stanley Cup Sponsors	10,200	limit of 2	Committed
Prince of Wales Sponsors	-	1'x2' sign on interior facing rink wall	Uncommitted
Clarence S. Campbell Sponsors	-	recognition on public materials including web	Uncommitted
Total:	$10,200		

USES:		
Rink package	5,500	includes shipping
Rubber walking mats	750	10 count, 38.5"x58.5"
Bracket safety padding	500	
Water	150	1833 ft3 x $5/ft3, initial fill + 2x/wk skim coat
Site prep/leveling	500	
Site restoration to original conditions	2,000	
Printing & Supplies	250	
Subtotal:	$9,650	
Contingency	$483	5%
Total:	$10,133	
Surplus/(Gap)	$68	

Notes
Need to identify administration process for fund transfers.

●●●●○ Verizon 3G 2:14 PM 79%

nicerink.com

NiceRink®

NiceRink Online Quote # 116015 July 24, 2015

Package Selected:

	Width	Length	Sq. Ft	Perimeter
Rink Size:	64	88	5632	304
Liner Size:	72	93	6696	372

Gallons of Water @ 4": 14080

Qty	Description	Price Ea.	Total	Weight
6696	NiceRink #1 Liner	0.135	$903.96	200.88
72	NiceRink Brackets	9.750	$702.00	144.00
1	52" NiceIce Resurfacer	240.000	$240.00	12.00
72	NiceRink 18" x 4' Plastic Boards	32.000	$2,304.00	648.00
36	BumperCaps-8'-Yellow	9.500	$342.00	72.00
36	KickPlates Premium "L" Style 15" x 8' White ($20ea)	20.000	$720.00	198.00
1	NiceRink Patch Tape 4" x 25'	0.000	$0.00	0.50
1	3.7oz . Underwater NiceRink Repair Adhesive	6.750	$6.75	0.50
5	NiceRink RinkRat Hockey Puck	2.000	$10.00	0.33
1	LightUp Puck	19.500	$19.50	0.33
1	NiceRink Installation DVD	0.000	$0.00	0.10
		Pallet Weight:		75
		Package Value:	**$5,248.21**	**1351.64 lbs**
		Gold Package Discount (7.5%)	-$393.62	
		Nov. 1st Discount (5%):	-$262.41	
		Shipping:	*Will be added to cost*	
		Sales Tax: (Wisconsin Residents Only)	$0.00	
		Quote Total*:	**$4,592.18**	

BUY NOW | ADD TO CART | ADD TO WISHLIST

View Rink Plot / Rink Assembly Instructions

IMPORTANT NOTE: Package and early order discounts will be applied at checkout in the online store

Thanks for your interest in our products. If we can be of any help, or if you have any questions, please call 1-888-NiceRink (642-3746).

Email me this quote: Go

**Prices subject to change without notice*

***Closest stock package we currently have online based on your specifications*

RINK 90 ft X 60 ft
Stoneham
Town Common
Cost Cutters
Winter St
Central St
Central St
Honey Dew Donuts
Google
Carol
28
Imagery ©2015 Google, Map data ©2015 Google
Terms
Privacy
Report a problem
50 ft

TO: STONEHAM INDEPENDENT

Please publish the following legal notice of a SITE PLAN HEARING on the following dates:

Wednesday, July 22, 2015

and

Wednesday, July 29, 2015

Bill should be sent to:

Charles F. Houghton, Esq.
271 Main Street – Suite 202
Stoneham, MA 02180

NOTICE OF HEARING

The Stoneham Board of Selectmen will hold a public hearing in accordance with the provisions of the Zoning By-Laws on Tuesday, August 11, 2015 at 7:20 p.m., in the Hearing Room of the Town Hall on the petition of 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 land owned by Dale Halchak, Trustee of the Manison Almeda Realty Trust and Dale B. Halchak, Trustee of EHIGOOD Realty Trust, 90 Maple Street, Stoneham, MA 02180.

Plan may be seen in the office of the Building Inspector.

Board of Selectmen

Dates to be published: 7/22/15 & 7/29/15

TOWN OF STONEHAM

Project Review

Review Report

Project **17 Manison Street**

Representative(s):

Status: Project Review

Date: July 23, 2015

Project Review Team: John Fralick, Robert Grover, Joseph Rolli, Joe Ponzo & Cheryl Noble

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

Department	Issue(s) Raised	Applicant's Response
DPW Engineering	There are no proposed changes to the site that affect DPW, no new utilities, no change in drainage characteristics Therefore DPW has no comment.	

Police Department	The Police Department approves the amended site plan at 17 Manison Street without any added suggestions.	

Board of Health	All work being done is abiding by the noise statutes in Town (7am-7pm) and make sure the scope of work includes dust and rodent mitigation contingencies.	

Fire Department	The Fire Department will require an updated Fire Alarm system and new lock box installed. Location of lock box and Fire Alarm panel to be determined by the Fire Department	

Inspectional Services	Driveway and drainage to the approval of the DPW. The 8 foot retaining wall at the storage area must be engineered. The building must be sprinklered. Landscaping required for accessible areas. Verify with plumbing inspector regarding bathrooms required. The lots must be combined via an ANR.	

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

Respectfully submitted,
Erin Sinclair

Sinclair, Erin

From: Grover, Robert
Sent: Thursday, July 30, 2015 8:54 AM
To: Sinclair, Erin
Subject: RE: Manison Street Reminder

There are no proposed changes to the site that affect DPW, no new utilities, no change in drainage characteristics
Therefore DPW has no comment.
Bob Grover

From: Sinclair, Erin
Sent: Thursday, July 30, 2015 8:44 AM
To: Grover, Robert ; Fralick, John ; Noble, Cheryl
Subject: Manison Street Reminder

I am waiting on department recommendations on the above site plan. Thanks!

Erin Sinclair
Office Manager for the Board of Selectmen
35 Central Street
Stoneham, MA 02180
781-279-2680 Phone
781-279-2681 Fax

Sinclair, Erin

From: Ponzo, Joseph
Sent: Tuesday, July 21, 2015 10:29 AM
To: Sinclair, Erin
Subject: 17 manison st
Attachments: doc02157120150721095912.pdf; ATT00001.txt

Erin,

The police department approves the amended site plan at 17 Manison st without any added suggestions.

Thank you,

Officer Joseph Ponzo
Safety Officer
Stoneham Police Department

Sinclair, Erin

From: Fralick, John
Sent: Monday, August 03, 2015 9:33 AM
To: Sinclair, Erin
Subject: RE: Manison Street Reminder

Hi Erin,

Just make sure all work being done is abiding by the noise statutes in Town (7am-7pm) and make sure the scope of work includes dust and rodent mitigation contingencies.

Thanks, sorry it took a bit to get back to you!

-J

From: Sinclair, Erin
Sent: Thursday, July 30, 2015 8:44 AM
To: Grover, Robert ; Fralick, John ; Noble, Cheryl
Subject: Manison Street Reminder

I am waiting on department recommendations on the above site plan. Thanks!

Erin Sinclair
Office Manager for the Board of Selectmen
35 Central Street
Stoneham, MA 02180
781-279-2680 Phone
781-279-2681 Fax

Sinclair, Erin

From: Rolli, Joe
Sent: Wednesday, August 05, 2015 2:10 PM
To: Sinclair, Erin; Wortman, Erin; Noble, Cheryl
Subject: 12 Manison

I spoke with Attorney Houghton today and he has informed me that there will be no wood working in the basement level of this property, it will be used for fabrication of PVC fence. Therefore, the building will not require a sprinkler system. The Fire Department will require an updated Fire Alarm system and new lock box installed. Location of lock box and Fire Alarm panel to be determined by the Fire Department.

Chief Rolli

Sinclair, Erin

From: Noble, Cheryl
Sent: Thursday, July 30, 2015 1:48 PM
To: Sinclair, Erin; Wortman, Erin
Cc: 'Charles F. Houghton'
Subject: 17 Manison Street Site Plan

The building department has reviewed the site plan for the above-mentioned project and offers the following comments:

- Driveway and drainage to the approval of the Department of Public Works
- The 8 foot retaining wall at the storage area must be engineered
- The building must be sprinklered
- Landscaping required for accessible areas
- Verify with plumbing inspector regarding bathrooms required
- The lots must be combined via an ANR

Thank you

Cheryl Noble
Town of Stoneham
Building Inspector

Charles F. Houghton
Attorney - At - Law
271 Main Street - Suite 202, Stoneham, Massachusetts 02180
Telephone: (781) 438-7444 Fax: (781) 438-2078

Christopher J. Gordon
Attorney

Mark E. Mulligan
Attorney

Janet L. Elwell
Attorney

Maria D'Alelio
Paralegal

July 14, 2015

Ms. Cheryl Noble, Building Inspector
Stoneham Town Hall
35 Central Street
Stoneham, MA 02180

RE: Site Plan, 17 Manison Street, Stoneham, MA 02180

Dear Ms. Noble:

Please be advised that I represent 283 Salem Street, LLC, 283 Salem Street, Woburn, MA 01801.

My client is proposing to amend the existing Site Plan at 17 Manison Street, Stoneham, MA 02180 and add the use of fence assembly and storage in the basement of the existing commercial building. I have scheduled this matter with the Selectmen for a hearing on August 11, 2015.

Enclosed please find my check in the amount of One Hundred Dollars ($100.00) and eighteen copies of my client's site plan are filed herewith.

If you need any additional information, please contact me at the above number.

Sincerely,

Charles F. Houghton, Esquire

CFH:meh
Enclosures
cc: Erin Sinclair, Selectmen's Office

2015 JUL 20 A 10: 41
TOWN OF STONEHAM
BOARD OF SELECTMEN

RECEIVED
JUL 14 2015
INSPECTIONAL SERVICES

TOWN OF
STONEHAM
MASSACHUSETTS
BUILDING AND WIRE DEPARTMENT

SITE PLAN HEARING APPLICATION

Date: 7-14-15

The undersigned, owner of the property, hereby applies for a Site Plan Hearing according to the Provisions of Chapter 16 of the Town Ordinance.

I. A. The applicant shall complete two copies of this form and submit 18 copies of the "Site Plan" by a Registered Engineer.

B. Submit a letter from the owner describing the type of building being constructed, renovated, altered and the proposed use of said building.

C. Attach a copy of the Special Permit and Board of Appeals Decision (if applicable).

II. Fill in the following data as required for this hearing.

A. Location of Property 17 Manison Street, Stoneham, MA 02180

B. Name of Owner Dale Halchak, Tr. Of the Manison Almeda Realty Trust u/d/t 3-4-1991 recorded at MSDRD Book 21033, Page 219 and Dale B. Halchack, Tr. Of the EHIGOOD Realty Trust u/d/t dated 12-21-2009 recorded at MSDRD Book 54033, Page 396

C. Address of Owner 90 Maple Street, Stoneham, MA 02180

D. Business Name (If Different from Owner) N/A

E. Telephone Number of Owner 1-781-438-6200

F. Present Use of Building or Property office/commercial

G. Height of existing and/or proposed structure one story with basement

H. Has there been a previous Site Plan on this property? Yes X No
If "YES" give the dates
7/21/1992

I. Zoning District Commercial I

III. PREPARE AND FILE WITH THIS FORM A "SITE PLAN". STATE THE ZONING DISTRICT IT LIES WITHIN. SHOW THE LOT, ITS AREA, DIMENSIONS, AN ACCURATE COMPLETE OUTLINE OF THE PROPOSED AND ANY EXISTING STRUCTURES THEREON, DISTANCES FROM ALL BOUNDARY LINES, PARKING, COMPUTATIONS FOR ALL REQUIRED PARKING. SITE PLAN SHALL BE PREPARED AND STAMPED BY A REGISTERED PROFESSIONAL ENGINEER/SURVEYOR.

A. NAME & ADDRESS OF THE ENGINEER John A. Hammer, III

39 George Brown Street

Billerica, MA 01821

IV. PROVIDE SUPPLEMENTARY DRAWING TO SHOW THE NATURE AND CHARACTER OF THE PROPOSED STRUCTURE.

V. PROVIDE A DESCRIPTION OF YOUR PROPOSAL INCLUDING THE INTENDED USE OF THE PROPERTY. NOTE: THIS DESCRIPTION WILL APPEAR IN THE LEGAL NOTICE OF THE NEWSPAPER, AND IS SUBJECT TO REVIEW BY THE OFFICE OF THE BOARD OF SELECTMEN.

Add the use of fence assembly and storage in the basement of an existing commercial building

VI. I, THE UNDERSIGNED - OWNER OF PROPERTY, AFFIRM THAT THE FOREGOING STATEMENTS ARE TRUE STATEMENTS OF FACT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNED Charles F. Houghton, Esq. STREET # 271 Main Street, Suite 202

TOWN Stoneham STATE MA 02180 PHONE NO. 781-438-7444

VII. FILE ONE COPY OF THIS APPLICATION WITH A CHECK IN THE AMOUNT OF $300.00, PAYABLE TO THE TOWN OF STONEHAM.

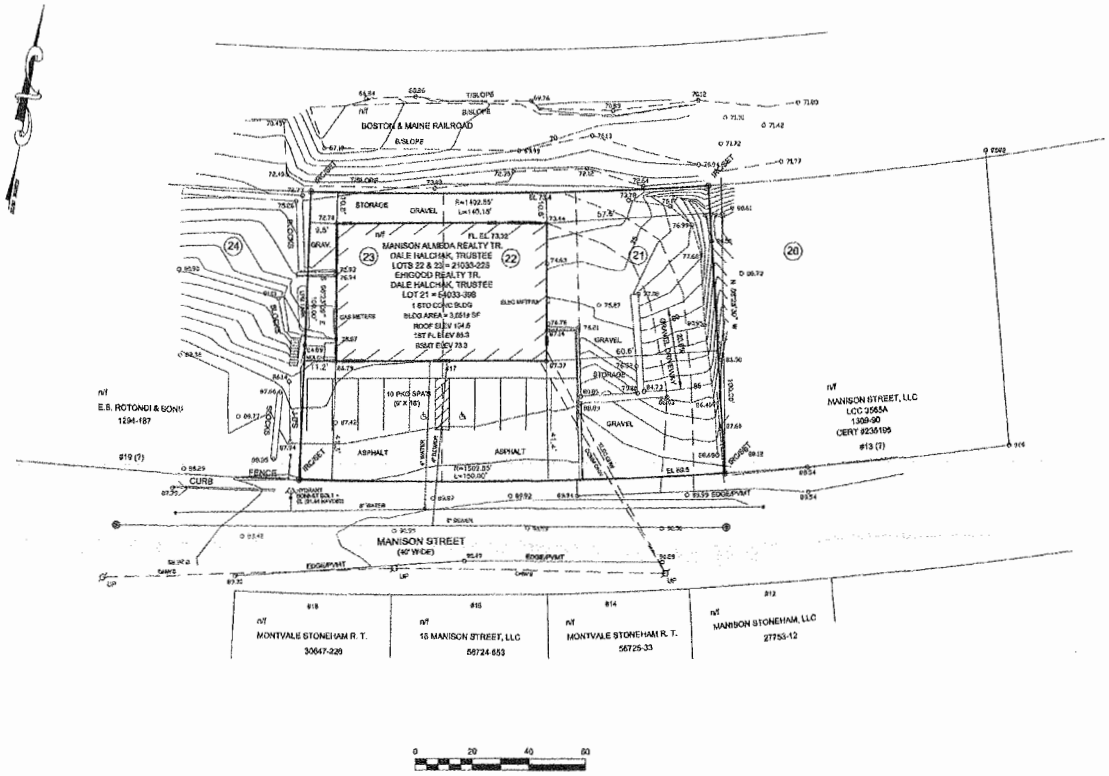
VIII. A. A NEW SITE PLAN IS REQUIRED FOR ANY CHANGES AFTER THE WORK ON AN EXISTING SITE PLAN HAS BEEN COMPLETED AND FINAL APPROVAL RECEIVED.

B. A NEW SITE PLAN IS ALSO REQUIRED IF THE DATE HAS EXPIRED ON AN EXISTING SITE PLAN.

IX. FILE ONE COPY OF THIS APPLICATION WITH THE TOWN CLERK FOR RECORD.

X. SITE PLAN AMENDMENT:

A. AMENDED SITE PLANS ARE SUBJECT TO A NEW HEARING BEFORE THE BOARD OF SELECTMEN.
B. NEW APPLICATION SHALL BE SUBMITTED.
C. FEE: THREE HUNDRED ($300.00) DOLLARS.
D. CHANGES DURING WORK TO AN EXISTING SITE PLAN IS CONSIDERED AN AMENDED SITE PLAN.
E. FEE OF $ 100.00, PAYABLE TO THE TOWN OF STONEHAM.



LEGEND

I CERTIFY TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF:

1. ACCORDING TO THE FEMA FLOOD INS. MAP, COMMUNITY PANEL 250117C0426E (6/4/2010) OF THE TOWN OF STONEHAM LOCUS IS IN ZONE 'X'.

2. ACCORDING TO THE ZONING MAP OF THE TOWN OF STONEHAM, LOCUS IS ZONED "COMMERCIAL."

3. THIS PLAN HAS BEEN PREPARED FROM AN INSTRUMENT SURVEY SUPERVISED BY ME IN JUNE, 2015, AND THE STRUCTURES ARE LOCATED AS SHOWN.

PROFESSIONAL LAND SURVEYOR — DATE 7/10/15

NOTES:

1. THERE IS NO SIDEWALK ON MANISON STREET.

2. THERE IS UNIMPEDED ACCESS FROM LOCUS TO MANISON STREET FOR ITS ENTIRE LENGTH OF FRONTAGE.

3. THERE ARE NO TREES OR LANDSCAPING ON LOCUS.

4. NO DRAINAGE STRUCTURES WERE OBSERVED ON LOCUS.

REF: MSRD PLAN BK 114, PLAN 4

COMMERCIAL ZONING DISTRICT

DESCRIPTION	MIN. REQ'D	LOCUS	COMMENTS
AREA	20,000 SF	14,509 SF	
FRONTAGE	100 LF	150 LF	
COVERAGE	75%	24%	
FRONT YARD	15 FT	41.3 FT	
SIDE YARD	10 FT	9.5 FT (LEFT)	10.5 FT (RIGHT) 57.6 FT (ADD'L PCL)
REAR YARD	10 FT	10.6 FT	
HEIGHT	65 FT	17.2 FT (FRONT)	31.5 FT (BACK)
PARKING*	17 SPA'S	10 SPA'S	INCLUDES 2 HP SPA'S
DRIVEWAY GRADE	13%	13.3% (AVG)	20.8% (MAX, AS SHOWN)

*1ST FL = 100% BUSINESS: 1 SPA/350 SF = 3551 SF / 350 = 10.1 SPA ≈ 10 SPA
*BASEMENT = 75% WAREHOUSE: 1 SPA/750 SF = 3551 SF X .75 / 750 = 3.55 SPA = 4 SPA
*BASEMENT = 25% ASSEMBLY: 1 SPA/300 SF = 3551 SF X .25 / 300 = 2.98 SPA = 3 SPA

THE PROPERTY SHOWN ON THIS PLAN EXISTS UNDER TWO SEPARATE DEEDS TO TRUSTS, AS SHOWN.

THE TRUSTEE OF BOTH TRUSTS IS DALE HALCHAK. HIS ADDRESS IS 90 MAPLE STREET, STONEHAM, MA, 02180. TEL. NO. (781) 438-6200

#17 MANISON STREET IS UNDER AGREEMENT TO BE CONVEYED TOGETHER WITH ADJOINING LOT 21 TO BECOME A SINGLE BUILDING LOT.

#17 MANISON STREET CONSISTS OF LOTS 21 & 22 (MSRD PLAN BOOK 114, PLAN 4).

COMBINED PARCEL AREA = 14,509± SF

HORIZ DATUM = NAD'83

VER DATUM = NAVD'88

SITE PLAN
#17 MANISON STREET
IN
STONEHAM, MA

SCALE: 1"=40' 7/10/15

PREPARED FOR
RELIABLE FENCE COMPANY
283 SALEM STREET
WOBURN, MA 01801
TEL: (800) 321-9363

PREPARED BY
JOHN A. HAMMER, III
39 GEORGE BROWN STREET
BILLERICA, MA 01821
TEL: (978) 663-3700

Paid _____

Stoneham Certified Abutters List Request:

Subject Property Location 17 Manson Street

Parcel ID of the Subject Property 23-95

Applicant's Name Charlie Houghton

Applicant's Telephone Number (781) 438-1239

Purpose of Abutters List

_____ **Zoning Board of Appeals (Variance or Special Permit)**
includes all abutters of the subject property within a 300 Foot Radius

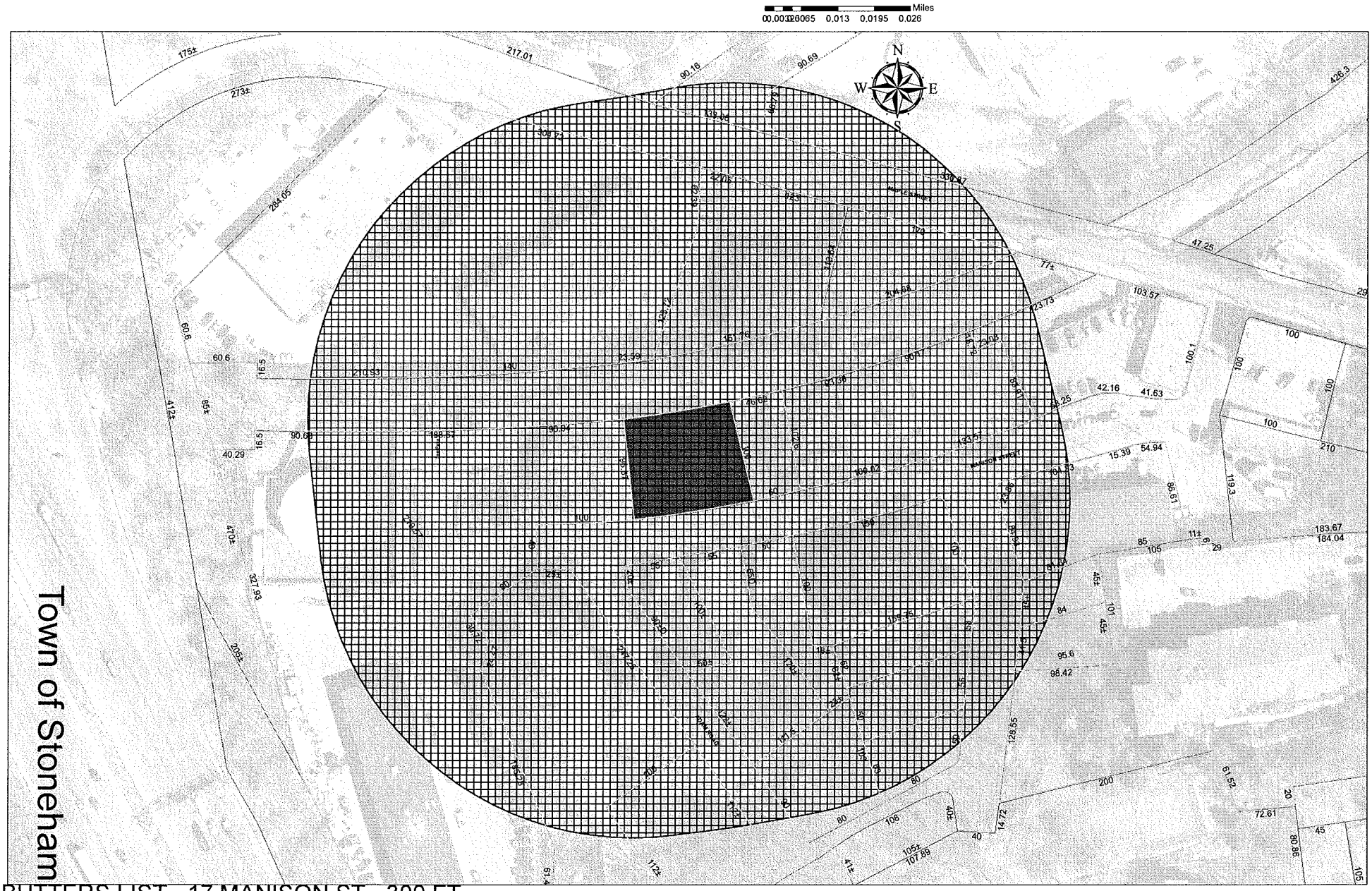
_____ **Planning Board**
_____ Accessory Dwelling or In-Law Apartment - 300 Foot Radius
_____ Special Permit - 300 Foot Radius
_____ Sub-Division - Direct Abutters Only
_____ Warrant Articles - No Abutters

✓ **Site Plan**
includes all abutters of the subject property within a 300 Foot Radius

_____ **Liquor License**
includes direct abutters and all churches, school and hospitals within 500 Feet

_____ **Utility (Fee will be billed at a later date)**
A review of the proposed utility work must be presented to the Director of Department of Public Works. The scope of the proposed work will be analyzed and a map will be created indicating the abutters in need of notification. This map must then be provided to the Assessors Office for a Certified Abutters List to be generated.

* The cost of any abutters list is $25.00



Town of Stoneham

ABUTTERS LIST - 17 MANISON ST - 300 FT

See Page 2

Patriot Properties

07/15/2015

3:34:51PM

Town of Stoneham

GIS - Abutters by Location

Filter Used:

DataProperty.AccountNumber in (5366,5331,5356,5341,5338,5339,5527,5524,7914,7915,7917,5337,5512,5344,5513,5514,5515,5520,9082,9083,5518)

Town of Stoneham
GIS - Abutters by Location

Parcel ID - Map/Block/Lot	Location	Owner/Mailing Address
23-0-86	ADAM RD	TEN ADAMS ROAD / STONEHAM LLC 50 DODGE STREET / BEVERLY MA 01915
23-0-92A	1 ADAM RD	ADAMS PROPERTIES LLC 56 BERKELEY STREET READING MA 01867
23-0-92B	11 ADAM RD	ADAMS PROPERTIES LLC 56 BERKELEY STREET READING MA 01867
23-0-143A	5 GLEN RD	FRANCHI ANTHONY A TR / FRANCHI, ANTHONY A J 190 NORTH MAIN STREET NATICK MA 01760
23-0-93B	MANISON ST	MANISON STREET CONDOMINUMS 21B MANISON STREET STONEHAM MA. 02180
23-0-76	12 MANISON ST	MANISON STONEHAM LLC STONEHAM LLC / 50 DODGE STREET / BEVERLY MA 01915
23-0-77	14 MANISON ST	SYMES ALBERT R. TRSTEE / MONTVALE STONEHA 50 DODGE ST BEVERLY MA 01915
23-0-78	16 MANISON ST	16 MANISON STREET LLC 50 DODGE ST BEVERLY MA 01915
23-0-95	17 MANISON ST	HALCHAK DALE TR / MANISON ALMEDA RLTY TRUS 90 MAPLE STREET STONEHAM MA 02180
23-0-79	18 MANISON ST	SYMES ALBERT R. / TRS. OF MONTVALE RLTY TR. 50 DODGE ST / BEVERLY MA 01915
23-0-92	20 MANISON ST	ADAM ROAD BUSINESS PARK CONDO 1-11 ADAM ROAD STONEHAM MA 02180
23-0-93B21A	21 MANISON ST A	F&T MANISON LLC 607 MAIN STREET / STONEHAM MA. 02180
23-0-93B21B	21 MANISON ST B	SYGMA REALTY LLC E. B. 21B MANISON STREET / STONEHAM MA. 02180
23-0-138	4 MANISON ST	TREACY THOMAS E. / c/o BEGLEY CO 185 NEW BOSTON STREET WOBURN MA 01801
23-0-140	100 MAPLE ST	WAKEFIELD READY MIXED CONC. / C/O WAKEFIEL P.O. BOX 540 / WAKEFIELD MA 01880
23-0-98	76 MAPLE ST	WALKER HERBERT R / C/O P.M.D. MANAGEMENT 270 WILMETTE AVE ORMOND BEACH FL 32174

Town of Stoneham
GIS - Abutters by Location

Parcel ID - Map/Block/Lot	Location	Owner/Mailing Address
23-0-139A	80 MAPLE ST	BATES THOMAS W ET / TRS OF PAMLEWOOD REA 80 MAPLE ST STONEHAM MA 02180
23-0-139	90 MAPLE ST	90 MAPLE STREET LLC 90 MAPLE STREET / STONEHAM MA 02180
23-0-17	95 MAPLE ST	95 MAPLE ST LIM. PARTNERSHIP / C/O ANNA ARONI 41 HIGHLAND AVE WINCHESTER MA 01890
23-0-12	88 MONTVALE AV	MELKONIAN ALAN ETAL / 88 MONTVALE AVENUE L 185 MAIN STREET STONEHAM MA 02180
23-0-15	92 MONTVALE AV	92 MONTVALE AVENUE LLC 200 WEST CUMMINGS PARK WOBURN MA 01801

Charles F. Houghton
Attorney - At - Law
271 Main Street - Suite 202, Stoneham, Massachusetts 02180
Telephone: (781) 438-7444 Fax: (781) 438-2078

Christopher J. Gordon
Attorney

Mark E. Mulligan
Attorney

Janet L. Elwell
Attorney

Maria D'Alelio
Paralegal

TOWN OF STONEHAM
BOARD OF SELECTMEN
2015 AUG -6 A 8: 33

August 4, 2015

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

Re: 56-58 Summerhill Street, Stoneham, MA 02180

Dear Mr. Chairman and members:

Please be advised that I represent Robert B. Hamm and Martha G. Hamm, the owners of the above referred to property. The Hamm's purchased this property from Paul D. Surdam, Martha Hamm's brother in 2003. The property has been in the Surdam family for many years. In January, 2008, my client obtained a building permit for renovations. My client, began the work but was not able to finish the renovations as he exhausted his funds. Unfortunately, the permit expired. At this point, my client is unable to finance the project as an issue has arisen as the front stairs and portico for the property are within the public way.

I have attached for the Board's review a plan recorded on May 6, 1938 at the Middlesex South District Registry of Deeds at Plan Book 438, Plan 26 which shows the front stairs as being in the right of way.

At this point, the solution, short of removing the front stairs and the portico, which would leave the house without a front entrance, is to ask the Town of Stoneham to discontinue a portion of the right of way shown on the attached plan. Enclosed is a petition from my client and his neighbors to request the Town to discontinue a portion of the right of way in the amount of 231 square feet. It is my understanding that the Selectmen and/or the Town Administrator would have to hold a hearing to discontinue that portion of Summerhill Street and a Town Meeting article may also be necessary to discontinue that portion of Summerhill Street. In addition, my client has proposed a Town Meeting article for the October Town Meeting to allow the Town to sell the 231 square feet of land to my client. A copy of that proposed article is also attached.

My client needed Board of Appeals approval which was obtained May 4, 2015 to allow a minimum front setback of my client's property of 0.3 feet a copy of which is also enclosed.

My client has been able to determine that the house was built in 1866. My client discovered in one of the walls of the house during his renovations a document that would indicate that the house was under construction in 1866. Attached is a copy of same.

It is my understanding that this item has been placed on the agenda for discussion at your meeting of August 11, 2015. Thank you for your time and consideration in this matter.

Sincerely,

Charles F. Houghton

CFH:Meh

Enclosure(s)

TOWN CLERK
REGISTRARS
2015 MAY -4 P 3:40

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STONEHAM
BOARD OF APPEALS

May 4, 2015

Decision of the Board of Appeals on the appeal and petition of

Robert and Martha Hamm of 56-58 Summerhill Street, have filed a petition to reconstruct the front porch of their dwelling and to construct a two car garage at the above location. A variance of section 5.2.1 is requested for front setback, .3 foot, garage is 15ft. from lot line and lot coverage is 32.1%. The petitioners, through counsel, amended the above legal notice by withdrawing their request for relief in connection to the garage.

The hearing was noticed and held on March 26, 2015. Counsel for the petitioners informed the Board that the house was built in 1866. Accordingly, it is impossible to conform to all of the zoning bylaws that were adopted since -- in some cases over a hundred years later

A variance may be granted if, among other things, the board of appeals finds as "to particular land . . . that owing to circumstances relating to the soil conditions, shape, or topography of such land . . . but not affecting generally the zoning district in which it is located, a literal enforcement of the provisions of the . . . by-law would involve substantial hardship" to the landowner. G.L.c. 40A, § 10 (1990 ed.). We focus on the words "circumstances relating to the soil conditions, shape, or topography of such land" which must be the reason for any substantial hardship to the owner. Unless circumstances relating to the soil conditions of the land, the shape of the land, or topography of the land cause the hardship, no variance may be granted lawfully. Tsagronis v. Board of Appeals of Wareham, 415 Mass. 329, 331 (1993).

Here there was no question that the bylaws which were enacted long after the house was built have placed a hardship upon the petitioners. The relief sought did not derogate from the intent of the by-laws and the allowance of the petition clearly furthered the public good.

Any person aggrieved by this decision of the Board of Appeals may appeal to the appropriate court. Pursuant to Mass.Gen.L., ch. 40A, Section 17, within twenty (20) days after the filing of this decision with the Town Clerk. Notice of such appeal with a copy of the complaint must also be filed with the Town Clerk within the same 20 days as provided in Chapter 40A, Section 17. All permit applications pursuant to this decision must be submitted within one year of this date.

Robert M. Saltzman (RD)

Robert M. Saltzman, Chairman
Stoneham Board of Appeals

Members present and voting; Saltzman, Sullivan, Dufour, Rubin, and Cramer all voted in favor, (5-0 vote).

PETITION

We being property owners abutting Summerhill Street do hereby petition the Board of Selectmen, Town Administrator or any other Board or Officer having charge of the public way in Stoneham, Massachusetts known as Summerhill Street to discontinue that portion of Summerhill Street containing 231 square feet and shown on a plan entitled "Alteration Plan of Land" dated March 23, 2015, revised April 2, 2015, prepared by Medford Engineering & Survey and described as follows:

Beginning at the Northwesterly corner of the parcel of land at a point thirty three and 41/100 (33.41'), from a stone bound on Summer Street; thence running;

Southeasterly: by Lot 4A, S 34-10-53 E, a distance of thirty eight and 04/100 feet (38.04'), to a point at Summerhill Street;

Northeasterly: by Summerhill Street, N 57-29-27 W, a distance of five and 66/100 feet (5.66'), to a point;

Northwesterly: by Summerhill Street, N 32-30-33 W, a distance of thirty one and 16/100 feet (31.16'), to a point;

Northwesterly: by Summerhill Street, N 44-35-03 W, a distance of four and 19/100 feet (4.19'), to a point;

Northwesterly: by Summerhill Street, N 73-39-14 W, a distance of four and 71/100 feet (4.71'), to a point;

Southwesterly: by Summerhill Street, S 57-29-27 W, a distance of two and 83/100 feet (2.83'), to the point of beginning.

Said Alteration Area contains 231 square feet of land and is shown on plan entitled "Alteration Plan of Land" dated March 23, 2015, revised April 2, 2015, prepared by Medford Engineering & Survey

	Name	Address	Precinct
1	RICK LEIKAUSKAS	4 Thompson Pond RD	6
2	DARCY LN LEIKAUSKAS	4 Thompson Pond RD	6
3	Philomena Smith	54 Summerhill St	6
4	Rose Sauer	61 Summer St Stoneham MA	6
5	Jose Angel Dento	22 Summerhill St	6

6		Marie L Angelosanto	32 Summerhill St	#6
7	8	Jim Angelosanto	3 Pershing Pl	#6
8	3	William Brown	29 Summerhill St.	6
9	4	Ann Brown	29 Summerhill St	6
10	5	Janice Angelosanto	46 Summerhill St	6.
11	6	Thomas Gaeta Jr	35 Summerhill	6
12	7	Anna Scioli	62B Summer St.	
13	8	Frank Scioli	62B Summer St.	
14	9	Norma Chaplin	55 Summerhill St	6
15	10	Billy M Scott	45 Summer Hill	6
16	11	Bernadett Campbell	33 Summerhill St	6
17	12	Carol Leland	9 Emery Ct	6
18	13	Virginia C. Day	5 Emery Ct	6
19	14	John Donovan	20 Emery Ct.	6
20	15	Sarah Jane Long	58 Summer st	7
21	16	Pamela Hutchinson	58 Summer St	7
22	17	Mario Tyree	60 Summer st	7
23		Charles A Ambrosetti	65 Summer St	6
24		Carole A Todd	70 Summer St.	7
25		FRANCIS RIVERS	67 Summer St	
		Steven Angelosanto	57 Summer St	

WARRANT ARTICLE

To see if the Town will vote to transfer the care, custody, management, and control of a parcel of land, said property being a portion of the layout of Summerhill Street and abutting 58 Summerhill Street to the Board of Selectmen for purpose of sale of said land, and further authorize the Board of Selectmen and/or Town Administrator to take any action necessary for said sale or do anything in relation thereto. Said parcel of land being described as follows:

Beginning at the Northwesterly corner of the parcel of land at a point thirty three and 41/100 (33.41'), from a stone bound on Summer Street; thence running;

Southeasterly: by Lot 4A, S 34-10-53 E, a distance of thirty eight and 04/100 feet (38.04'), to a point at Summerhill Street;

Northeasterly: by Summerhill Street, N 57-29-27 W, a distance of five and 66/100 feet (5.66'), to a point;

Northwesterly: by Summerhill Street, N 32-30-33 W, a distance of thirty one and 16/100 feet (31.16'), to a point;

Northwesterly: by Summerhill Street, N 44-35-03 W, a distance of four and 19/100 feet (4.19'), to a point;

Northwesterly: by Summerhill Street, N 73-39-14 W, a distance of four and 71/100 feet (4.71'), to a point;

Southwesterly: by Summerhill Street, S 57-29-27 W, a distance of two and 83/100 feet (2.83'), to the point of beginning.

Said Alteration Area contains 231 square feet of land and is shown on plan entitled "Alteration Plan of Land" dated March 23, 2015, revised April 2, 2015, prepared by Medford Engineering & Survey

Name	Address	Precinct
Philomena Smith	54 Summerhill St Stoneham	6
Donna Chaplin	51 Summerhill ST. Stoneham	6
Jeanne Peters	10 Cliff St Stoneham	
John Morotta	30 Crystal Dr., Stoneham, MA 02180	
Margaret Colunluna	1 Brookridge Rd	5

Contractors back in 2008 were remodeling 56/58 Summerhill Street. When in the walls they found this flyer. I believe that it was put up in the walls, on the inside plaster, with wall paper paste, to let us know when the house was built. This is just one of many items that we found while doing the remodel.
It says:
Select Dancing School
S Kneeland
(of Boston)
Respectfully announces to the citizens of Stoneham and vicinity that he will commence a School for instructing Plain and Fancy Dancing in all of its various branches, viz: Cotillon, Waltz, Polka, Lancers and Medley Fancy Quadrilles at
WITTIER'S HALLL
ON FRIDAY EVENING, NOV. 2, 1866 AT 70'CLOCK.
The term will consist of eight Lessons and four Assmblies
Tuition:
$6 per Couple; Ladies and Misses, Separately, $3.
N.B.--Mr. K. will be assisted by his wife who will take charge of the Ladies' Class. Strict attention will be paid to etiquette for the Drawing Room.
Stoneham, Oct. 30, 1866

SELECT DANCING SCHOOL.

S KNEELAND,

(OF BOSTON)

Respectfully announces to the citizens of Stoneham and vicinity, that he will commence a School for instructing Plain and Fancy Dancing in all its various branches, viz: Cotillon, Waltz, Polka, Lancers and Medley Fancy Quadrilles, at

WHITTIER'S HALL,

ON FRIDAY EVENING, NOV. 2, 1866, AT 7 O'CLOCK.

The term will consist of eight Lessons and four Assmblies.

TUITION:

$6 per Couple; Ladies and Misses, separately, $3.

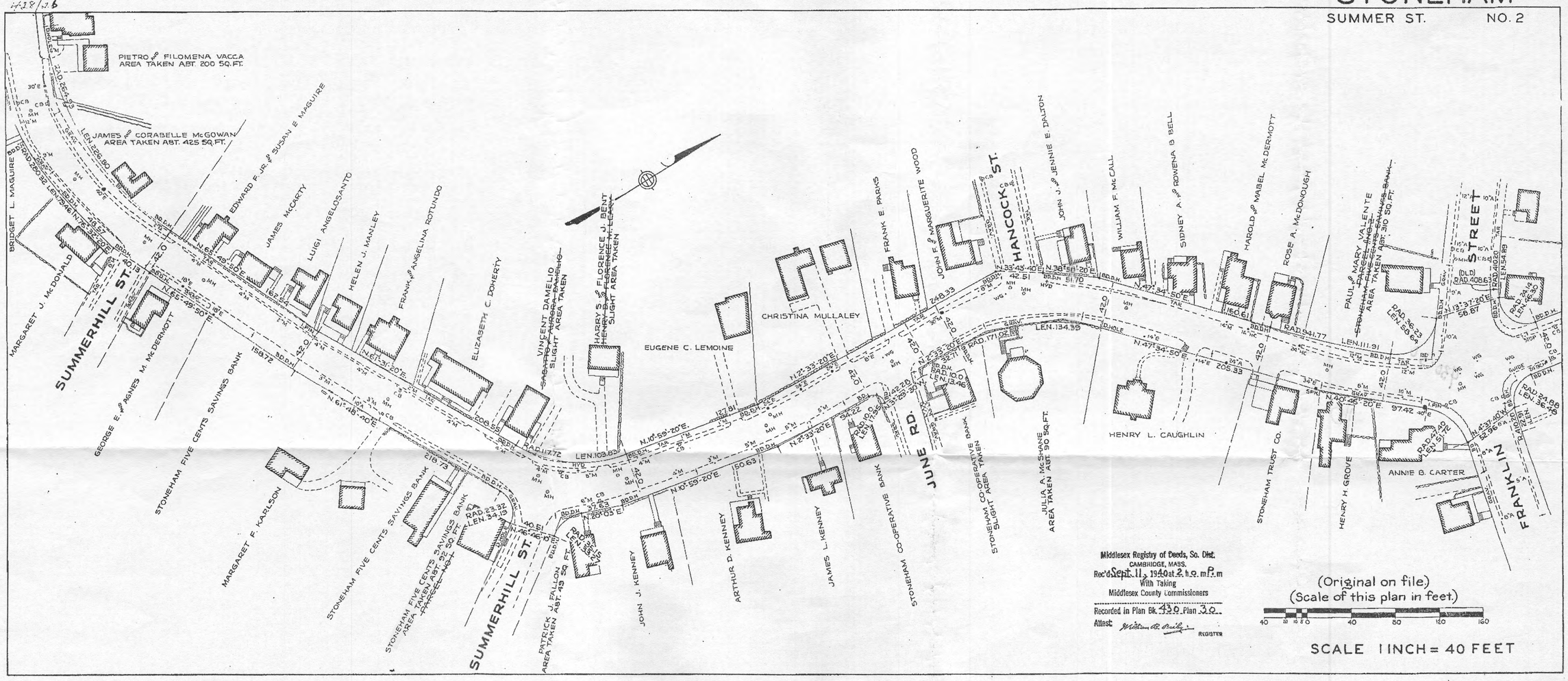
N. B.—Mr. K. will be assisted by his wife who will take charge of the Ladies' Class. Strict attention will be paid to etiquette for the Drawing Room.

Stoneham, Oct. 30, 1866.

4.33-36
4428/26

STONEHAM

SUMMER ST. NO. 2



TOWN OF
STONEHAM
MASSACHUSETTS

TOWN HALL
35 CENTRAL STREET
STONEHAM, MA 02180

HISTORICAL COMMISSION

July 31, 2015

Dear Chairman Boussy and Board Members,

In my position as Co-Chair of the Historical Commission, I have been researching the dwelling at 56/58 Summerhill Street and would like to offer some background information and comments regarding the property.

A review of Google Earth archives of 2007 reveals that the house was a very different design than the Second Empire/Mansard roof style that we see today. The two-story 'farmhouse' had a gable roof with an attic and two story wing added to the east side at an unknown date. A quintessential front porch ran the length of both buildings with steps descending to the sidewalk.

The original dwelling appears on the 1875 Beers Atlas of Stoneham and may have been built as early as 1866, based on a dated document found in the walls. Somehow this property escaped the notice of the preservationist who conducted our 1979 survey of historic houses in Stoneham. With no official state or local historical listing, this was the perfect house to be redesigned in a mid-19th century style that is popular in Stoneham and fashionable around New England as well as the Midwest.

Current owner, Barry Hamm, remodeled this functional 'farmhouse' to recall the more elegant Second Empire style (1855-1885) with a mansard roof and a dramatic front entrance that will be highlighted by an elaborate canopy. The new dry laid stone wall covers what was once grass and extends to the sidewalk. Attorney Houghton has a 1938 plan from the Registry of Deeds showing the 'farmhouse' steps extending beyond the property line. It is easy to see how Mr. Hamm assumed the grass plot was his when he designed the stone wall as a hardscape device to divert water and snow melt from running or freezing directly in front of his steps.

Speaking for myself and not for the members of the Historical Commission (who are currently on vacation until September), I urge the Selectmen to arrange for Mr. Hamm to purchase the municipal property he is 'trespassing' on for both safety and aesthetic reasons. There has already been one broken wrist due to ice accumulation. Here is your opportunity to have this Tyvek covered building be transformed into the highlight of the neighborhood, with a front entrance worthy of its Second Empire architectural style.

Thank you for your time,

Marcia M. Wengen

Marcia M. Wengen
Co-Chair

Sept 2007

Sept 2012

Charles F. Houghton
Attorney - At - Law
271 Main Street - Suite 202, Stoneham, Massachusetts 02180
Telephone: (781) 438-7444 Fax: (781) 438-2078

Christopher J. Gordon
Attorney

Mark E. Mulligan
Attorney

Janet B. Elwell
Attorney

Maria D'Alelio
Paralegal

July 7, 2015

Mr. Thomas Boussey, Chairman
Board of Selectmen
Town of Stoneham
35 Central Street
Stoneham, MA 02180

RE: 489 Main Street, Stoneham, MA 02180

Dear Mr. Chairman and Members:

My client would like 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.

My client would like the addresses for the remainder of the apartments to remain 489 Main Street as the main entrance will still be on Main Street. The ownership, Michael O'Sullivan, Trustee, Buckingham Realty Trust remains the same. If this is acceptable to you, would you please pass along this request to your departments and let me know if there are any issues.

Thank you.

Sincerely,

Charles F. Houghton

CFH:meh

cc: Michael O'Sullivan

Set Date of Annual Special Town Meeting
Set Dates for Opening & Closing of Warrant

October 19, 2015 Annual Special Town Meeting Date

Opening of warrant will be Thursday, September 3, 2015 and the warrant will close on Thursday, September 17, 2015 at 4:00 p.m.

Town of Stoneham

APPLICATION FOR LICENSE

RETURN FORM TO:

Board of Selectmen's Office
Attn: Erin Sinclair
35 Central Street
Stoneham, MA 02180

Second Hand Dealer

New License ☐

Renewal ☑

Business Name and Address:

COLONIAL TRADING COMPANY INC

Signature of Applicant *

Business Owner Name and Residence Address:

IRIS M. CHORNEY

27 CHESSMAN DR. SHARON, MA 02067

Home Phone Number 617-895-8847

Business Phone Number 781-481-9100

General Description of Articles Sold: GOLD, SILVER, PLATINUM JEWELRY, COINS ANTIQUES, COLLECTIBLES ETC.

Do items sold include old gold and silver

Yes ✓ No____

License Expires
May 1st
Renewal Application must be filed by April 1st

* If licensee is a corporation, attach a list of all officers. Please indicate (above) title of officer signing application for corporation.

Date of Birth 9/17/63 Place of Birth DOVER, DE

Social Security # 037-36-1762

Town of
STONEHAM
47 CENTRAL STREET
MASSACHUSETTS
02180

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

James T. McIntyre
Chief of Police

TO: Mr. Thomas Boussy
Chairman, Board of Selectmen

FROM: Chief James McIntyre

DATE: July 1, 2015

SUBJECT: Second Hand Dealer License Renewal – Gold Refinery

The Colonial Trading Company, Inc., has submitted an Application for License Renewal with the Town of Stoneham to operate as a Second Hand Dealer at 125 Main Street. I have reviewed the application submitted by Mr. Louis Chorney and offer no objections to the renewal of the license.

Should you have any additional questions, please contact me.

Print Form

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: $200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER: 6184

IF USED EPAY, CONFIRMATION NUMBER:

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY): 124200016

LICENSEE NAME: Ganglani Corporation

ADDRESS: 109 Main Street

CITY/TOWN: Stoneham STATE MA ZIP CODE 02180

TRANSACTION TYPE (Please check all relevant transactions):

- [ ] New License
- [ ] Transfer of License
- [ ] Change of Manager
- [ ] Cordials/Liqueurs Permit
- [ ] 6-Day to 7-Day License
- [ ] New Officer/Director
- [x] Change of Location
- [ ] Alteration of Licensed Premises
- [ ] New Stockholder
- [ ] Management/Operating Agreement
- [ ] Pledge of License
- [ ] Pledge of Stock
- [ ] Transfer of Stock
- [ ] Issuance of Stock
- [ ] Wine & Malt to All Alcohol
- [ ] Change Corporate Name
- [ ] Seasonal to Annual
- [ ] Change of License Type
- [ ] Other

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

2015 JUL 22 A 11:56
TOWN OF STONEHAM
BOARD OF SELECTMEN

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

124200016
ABCC License Number

Stoneham
City/Town

The licensee Ganglani Corporation respectfully petitions the Licensing Authorities to approve the following transactions:

- ☐ Change of Manager
- ☐ Alteration of Premises
- ☐ Change of Corporate Name/DBA
- ☐ Pledge of License/Stock
- ☐ Cordial & Liqueurs
- ☒ Change of Location
- ☐ Change of License Type (§12 ONLY, e.g. "club" to "restaurant")

☐ Change of Manager

Last-Approved Manager:

Requested New Manager:

☐ Pledge of License /Stock

Loan Principal Amount: $ Interest Rate:

Payment Term: Lender:

☐ Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

☐ Change of License Type

Last-Approved License Type:

Requested New License Type:

☐ Alteration of Premises: (must fill out attached financial information form)

Description of Alteration:

Description of Premises:

☒ Change of Location: (must fill out attached financial information form)

Last-Approved Location: 109 Main Street (Redstone Plaza)

Requested New Location: 115 Main Street (Redstone Plaza)

Signature of Licensee

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

Date Signed 07/22/2015

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

2015 JUL -8 P 12:01
BOARD OF SELECTMEN

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

Which is to be held by Stone Zoo
(Name of organization)
a non-profit organization, on the 19 day of September
(Fraternal, military, etc.)

between the hours of 5:00-7:30pm at the following described place

Stone Zoo 149 Pond St. Stoneham, MA 02180

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

Breweries will be giving out 2 oz samples

How many people do you expect? 600

Are you charging admission fee? yes How Much? $40 in advance/$50 day of

I certify that I am the Executive V.P. of 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: Cynthia Mead Date: 7/1/15

Home Address: 13½ Warren St. Stoneham, MA 02180

Telephone: 781-438-9515

Police Department Recommendation: ASSIGN TWO DETAILS FROM THE MASSACHUSETTS STATE POLICE TO THE EVENT.

Police Detail: Yes ✓ No _____

Signed: [signature]

July 23, 2015

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

RE: Special Alcoholic Beverage License for 1st Annual Middlesex Fells Trail Running Festival

Dear Board of Selectmen -

We would like permission to serve beer at the post-race reception of the 1st Annual Middlesex Fells Trail Running Festival. This new trail race will benefit Friends of the Fells and the Stoneham Senior Center and we look forward to your support!

Application Details:

1. This race is an off-road trail race inside DCR Middlesex Fells.
2. This event has been approved by MASS DCR & MA State Police.
3. This event is insured and The Town of Stoneham is a certificate holder
4. This event will have a police detail present during the serving of alcohol.
5. We are requesting a license from Fri, Sept 11th @ 10:00a - Sun, Sept 13th @ 1:00p
6. We have permission to store the alcohol in a locked trailer at Stone Zoo until the event.
7. We request permission to serve alcohol on Sept 13th between 10:00a - 1:00p (3 hours).

We appreciate your support!

Best Regards,

Edward O'Connor
Cambridge 5K
177 Endicott St #5
Boston, MA 02113
(617) 398-0611

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

Which is to be held by Cambridge 5k.
(Name of organization)

a fundraising organization, on the 13th day of September.
(Fraternal, military, etc.)

between the hours of 9/11 @ 10A – 9/13 @ 1:00P at the following described place

STONE 200. PICNIC AREA.

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

T.B.D., enough for 2 beers / pp.

How many people do you expect? Approx 1,000.

Are you charging admission fee? YES How Much? $40.

I certify that I am RACE DIRECTOR 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: [illegible] Date: 7/2

Home Address: 177 Endicott St #5, Boston

Telephone: 617 – 398 – 0611

Police Department Recommendation: ASSIGN TWO STATE POLICE DETAILS TO THE EVENT.

Police Detail: Yes ✓ No _____

Signed: [illegible]

Print Form

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: $200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER 1151

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 124200033

LICENSEE NAME Full Service Food Corp

ADDRESS 316 Main Street

CITY/TOWN Stoneham **STATE** MA **ZIP CODE** 02180

TRANSACTION TYPE (Please check all relevant transactions):

- ☐ Alteration of Licensed Premises
- ☐ Change Corporate Name
- ☐ Change of License Type
- ☐ Change of Location
- ☒ Change of Manager
- ☐ Cordials/Liqueurs Permit
- ☐ Issuance of Stock
- ☐ Management/Operating Agreement
- ☐ More than (3) §15
- ☐ New License
- ☐ New Officer/Director
- ☐ New Stockholder
- ☐ Pledge of Stock
- ☐ Pledge of License
- ☐ Seasonal to Annual
- ☐ Transfer of License
- ☐ Transfer of Stock
- ☐ Wine & Malt to All Alcohol
- ☐ 6-Day to 7-Day License
- ☐ Other

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

TOWN OF STONEHAM
BOARD OF SELECTMEN
2015 JUL 28 P 12: 53

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PETITION FOR CHANGE OF LICENSE

124200033
ABCC License Number

Stoneham
City/Town

The licensee Full Service Food Corp. respectfully petitions the Licensing Authorities to approve the following transactions:

- [x] Change of Manager
- [ ] Pledge of License/Stock
- [ ] Change of Corporate Name/DBA
- [ ] Change of License Type (§12 ONLY, e.g. "club" to "restaurant")
- [ ] Alteration of Premises
- [ ] Cordial & Liqueurs
- [ ] Change of Location

[x] Change of Manager

Last-Approved Manager: John M. Descristofaro

Requested New Manager: Christopher C. Napoli

[ ] Pledge of License /Stock

Loan Principal Amount: $ _____ Interest Rate: _____

Payment Term: _____ Lender: _____

[ ] Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA: _____

Requested New Corporate Name/DBA: _____

[ ] Change of License Type

Last-Approved License Type: _____

Requested New License Type: _____

[ ] Alteration of Premises: (must fill out attached financial information form)

Description of Alteration: _____

[ ] Change of Location: (must fill out attached financial information form)

Last-Approved Location: _____

Requested New Location: _____

Signature of Licensee: Robert C Landreville

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

Date Signed: 4/22/15

Town of Stoneham
Liquor Licensing Authority
Minutes of Meeting of
May 26, 2015

Chairman Boussy called the meeting to order at 9:18 p.m.

Members present

Caroline Colarusso
John F. DePinto
Ann Marie O'Neill
Frank Vallarelli

Approve Request for Special Liquor License at Stone Zoo/Ed O'Connor, Principle/Cambridge 5K

Selectman DePinto made a motion for approval of the Special Liquor License on July 10-12, 2015 for Ed O'Connor, Principal. Motion was 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 passed (5-0).

Approve New Officer/Director/Bear Hill Golf Course/5 North Street

Selectman DePinto moved approval of the New Officers/Directors and Change of Manager/Bear Hill Golf Course/5 North Street, 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 passed (5-0).

Approve Special Liquor License at Stone Zoo/Cynthia Mead/Tasting Event/Stone Zoo-Zoo New England

Selectman DePinto moved approval of the Special Alcoholic Beverage License for Cynthia Mead for the annual Stone Zoo Wild Affair Event on June 20, 2015. Motion was 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 passed (5-0).

Approve Special Liquor License/Chris Hayes/General Manager of Centerplate

Selectman DePinto moved to waive the reading and approval of the Special Alcoholic Beverage License for Chris Hayes, General Manager of Centerplate for the annual Stone Zoo Wild Affair Event on June 20, 2015 contingent on receiving their insurance certificate. Motion was 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 passed (5-0).

Approve LLA Minutes

Selectwoman O'Neill moved approval of the 5/12/15 LLA minutes, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:

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

Motion passed (5-0).

Selectman DePinto 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 DePinto
Selectwoman O'Neill
Selectman Vallarelli
Chairman Boussy

Motion passed (5-0).

Meeting adjourned at 9:23 p.m.

Respectfully submitted,
Erin Sinclair

To: Board of Selectmen
(Thomas Boussy, Chairman and all members)

cc: David Ragucci, Town Administrator
Anthony Wilson, Chairman, Stoneham Tri-Community Bike/Greenway Committee
Mark Warren, Stoneham Tri-Community Bike/Greenway Committee

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

Date: August 7 2015

Subject: Deed From The MBTA to the Town of Stoneham For The Portion of RR ROW from Maple Street To Route 93 – Proposed For Execution By MBTA and Town

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

Deed From The MBTA to the Town of Stoneham For The Portion of RR ROW from Maple Street To Route 93 – Proposed For Execution By MBTA and Town

I am forwarding for approval and signing by the Board, the proposed deed from the MBTA to the Town for the portion of the Railroad Right-of-Way ("RR ROW") from Maple Street to Route 93, approximately 912 linear feet. (Attached hereto). Over the past 20 months, this deed has been the subject of a great deal of back and forth between the parties, which on the Town side has included Greenway Committee Chairman Anthony Wilson, Committee Member, Mark Warren, the Town Administrator, and Board Chairman Tom Boussy. Additionally, attorney (and registered professional engineer) Donald Cooper (Nixon Peabody), with extensive experience in environmental law, has assisted with the Town's review and in this process.

As you are aware, this portion of the RR ROW is, as noted, currently leased by the MBTA to the Town. The initial term of the 2003 lease 2003 was 85 years. However the federal government requires that the Town of Stoneham have a lease with at least 99 years or own the property to

receive federal funds. In 1984 the Town signed a deed for the major portion of the former RR ROW, excluding, for instance, the small portion at Farm Hill which is not needed for the project.

The basic goals of the Town in this process was to reach agreement on deed provisions where the liabilities assumed by the Town as a result of the deed transfer were not, on balance or any material way, greater than assumed in the 2003 lease. Much to its credit, the MBTA respected the above viewpoint and all parties worked to achieve this result. This includes the MBTA 's reservation of right to a utility/telecommunication easement which is structured to protect the Town from liabilities and costs that might arise therefrom, including a requirement that the party exercising the utility/telecommunication easement, whether the MBTA or a third party, provide certain insurance.

While there are differences between a lease and a deed with respect to potential liabilities, the Town was able to reach an agreement which in a number of important respects, provides less risk and/or greater protection for the Town. For instance, in the event that the defense requirement of the indemnification provision becomes applicable under the deed, the Town selects and is responsible for counsel, who can represent both the Town and the MBTA, rather than the Town having to reimburse the MBTA for the legal fees and costs of outside counsel that the MBTA otherwise would have required.[1] An analogous benefit is also contained in the deed with respect to remediation work, in that in the event remediation were needed, the Town would not, absent the failure to take required action, be responsible for review or oversight costs of the MBTA. Of course, what is important to also keep in mind, is that this property will be the subject of the Tri-Community Bike/Greenway, and as such the property itself will benefit therefrom as it is readied and constructed for such use.

Please note that the deed attached hereto has MBTA and Town authorization references added.

Release Agreement by and between MBTA and Town of Stoneham
Waiving and Releasing Two (2) Conditions of 1984 Deed
<u>For The Major Portion of RR ROW</u>

I am also forwarding herewith the proposed "Release Agreement By and Between Massachusetts Bay Transportation Authority and Town of Stoneham". This Release Agreement, simply waives and releases the Premises (the primary portion of the RR ROW deeded to the Town by the MBTA in 1984) from the following conditions:

1. That Grantor reserves the right in its descretion [sic] to use the premises or any part thereof for mass transportation purposes.

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[1] Additionally, as owner of the property, the need to indemnify, defend and hold harmless the MBTA from third parties alleging recreational or similar injuries is significantly diminished , if not eliminated, since the MBTA is not the owner and as such is unlikely to have such claims filed against or otherwise be a defendant in such actions. Additionally, please note that as recreational land, the Town will have certain protections provided under the Massachusetts Recreational Use Statute (M.G.L. c. 21 §17C), and will additionally add the RR ROW under the applicable insurance protection for recreational lands and programs, currently through MIIA.

2. That Grantor shall be entitled to retain all present and future rents."

In consideration thereof, the Town agrees, as follows:

The Town of Stoneham agrees, for itself and its successors and assigns, from and after the date hereof, that the funds from any and all future rents from the Premises shall be used for the construction and maintenance of the Alternative Transportation Corridor to be constructed by the Town of Stoneham on the Premises.

Please feel free to call me and/or Greenway Committee Chairman, Anthony Wilson if we can provide any further information regarding this matter.

Thank you.

Enclosures

RELEASE DEED

KNOW ALL MEN BY THESE PRESENTS, that the **MASSACHUSETTS BAY TRANSPORTATION AUTHORITY**, a body politic and corporate and a political subdivision of the Commonwealth of Massachusetts (hereinafter referred to as "**GRANTOR**") with a principal place of business at Ten Park Plaza, Boston, Massachusetts 02116, for consideration of One ($1.00) Dollar, and other consideration the receipt of which is hereby acknowledged, does hereby release to the Town of Stoneham, Massachusetts, a Massachusetts municipal corporation acting by and through its Board of Selectmen, (hereinafter referred to as "**GRANTEE**"), with an address in the Stoneham Town Hall, 35 Central Street, Stoneham, Massachusetts 02180, its successors and/or assigns, only for so long as (1) the Premises, defined below, are used solely for the purposes herein described, and (2) the Premises are owned by the Commonwealth of Massachusetts or any political subdivision thereof or any agency or instrumentality of either of them, and subject to the reservations, conditions and limitations set forth herein, all of **GRANTOR**'s right, title and interest in a certain segment of railroad right-of-way known as the Stoneham Branch, so-called, situated in the Town of Stoneham, Middlesex County, Massachusetts (the "Premises") 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 Deeds (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 **GRANTOR** herein), and they shall become the property of **GRANTEE** pursuant to this Release Deed.

For **GRANTOR**'s title, see Middlesex County Registry of Deeds (Southern District), Book 13117, Page 113, and Order of Taking MBTA No. 71, at said Registry at Book 13156, Page 34.

For **GRANTEE's** authorization vote, see Article 7 of the Town of Stoneham Special Town Meeting, October 21, 2013.

GRANTOR makes no warranty, express or implied, as to the condition of the Premises or its suitability to **GRANTEE**'s intended use. **GRANTEE** assumes all risk of entry on the Premises.

GRANTEE accepts the Premises "as is", however this acceptance shall not preclude the **GRANTEE** from pursuing and/or enforcing any rights or remedies with a third party regarding the Premises.

The **GRANTOR** hereby reserves an exclusive, permanent right of way and easement in, on, over, under, across and through the Premises for the purpose of **GRANTOR** accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing existing and future utilities and telecommunications systems or other systems for the flow and transmission of substances (including, but not limited to, water, sewage, sludge, slurry, electricity and gas), intelligence and/or information by any means, whether now existing or hereby devised, including such poles, pipes, wires, conduits, cables, fibers, fiber optic cables, antennas, towers, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Utilities and Telecommunications Easement"), subject to applicable law and regulations. The **GRANTOR** further reserves the right to lease, license, mortgage, assign, pledge and otherwise alienate all or part of the Utilities and Telecommunications Easement to third parties in the future, and to retain all consideration therefor. The **GRANTEE** hereby covenants with the **GRANTOR** to recognize the Utilities and Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the Registry of Deeds as the **GRANTOR** may reasonably require to acknowledge title to the Utilities and Telecommunications Easement in the **GRANTOR**. The exercise of rights within the Utilities and Telecommunications Easement by **GRANTOR** and grantees of an interest in the Utilities and Telecommunications Easement (together with **GRANTOR**, collectively, "Utility Companies" and each individually, a "Utility Company") shall be subject to the following conditions: (a) the Utility Company exercising rights within the Utilities and Telecommunications Easement (the "Applicable Company") shall repair and restore the Premises after any work undertaken in the exercise of this reserved Utilities and Telecommunications Easement to substantially the condition it was

in before the work began, except utilities and telecommunications systems installed in accordance with the requirements of this Utilities and Telecommunications Easement and this Release Deed may remain, (b) the Applicable Company shall use reasonable efforts to limit the impact on **GRANTEE**'s uses during construction and maintenance of the Utilities and Telecommunications Easement, including, without limitation, providing **GRANTEE** with reasonable advanced written notice of any construction activities within the Utilities and Telecommunications Easement enabling the provision of adequate notice to the public, (c) the exercise of rights within the Utilities and Telecommunications Easement by the Applicable Company shall not unreasonably, materially or permanently interfere with the **GRANTEE**'s and public's use of the Alternative Transportation Corridor (defined below), except that temporary interference during periods of installation, repair and replacement shall be permitted, (d) prior to commencement of construction activities within the Utilities and Telecommunications Easement, the Applicable Company shall provide a performance bond or other financial security, as may be reasonably acceptable to **GRANTEE** in form and amount, and (e) the Applicable Company shall indemnify, defend and hold **GRANTEE** harmless from and against any and all liabilities, losses, damages, costs, reasonable attorney fees, expenses, causes of action, suits, claims, demands, response action costs or judgments of any nature whatsoever, including, without limitation, any accident, injury to, or death of any person or any damages to real estate or personal property (or part thereof), and those related to any environmental condition or Hazardous Materials (defined below) (collectively "Claim(s)"), arising from or in connection with the exercise of the Utility Company's rights in the Utilities and Telecommunications Easement or any activities of the Applicable Company within the Utility and Telecommunications Easement (excluding any matters caused by the negligence or willful misconduct of **GRANTEE**) and providing that the Applicable Company's indemnification obligations with respect to Hazardous Materials (provided the presence or release of such Hazardous Materials is not a result of the Applicable Company's activities) shall be limited to the Applicable Company complying with utility related abatement measures provisions of the MCP (as defined below), 310 C.M.R. 40.0460 et seq., as amended ("URAM"), if the Applicable Company is entitled to utilize the URAM provisions under the MCP, (f) prior to and as a condition precedent to commencing any work at or on the Utility and Telecommunications Easement, the Applicable Company shall obtain and thereafter maintain environmental insurance relating to the Premises, which includes the **GRANTEE** as an additional named insured, provides coverage on the entire Premises, including, but not limited to the Utilities and Telecommunications Easement, for Claims incurred relating to the discovery of any environmental condition or Hazardous Materials as a result of such activities and is reasonably acceptable to the **GRANTEE** in form and amount, and commercial general liability insurance, written on an occurrence basis, naming

the **GRANTEE** as an additional insured, as is reasonably acceptable to the **GRANTEE** in form and amount, and (g) all non-emergency work within the Utilities and Telecommunications Easement shall be conducted on weekdays in accordance with a schedule that is prepared by the Applicable Company and submitted to **GRANTEE** for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. **GRANTOR** shall incorporate the foregoing conditions into each instrument granting rights to a Utility Company with respect to the Utilities and Telecommunications Easement.

This exclusive easement reservation shall not: 1) prohibit or limit **GRANTEE'**s right and ability to install, maintain, repair and operate local municipal water and sewer connections for any purpose, and any utility (including drainage) or telecommunications connections constructed and used solely for the permitted uses on said Premises; and/or 2) materially interfere with the Grantee's permitted uses of the Premises.

By acceptance of this deed, and as the major consideration therefore, the **GRANTEE** hereby covenants and agrees to the following:

(1) **GRANTEE** shall use the Premises solely as an alternative transportation corridor ("Alternative Transportation Corridor") (except that no motorized vehicles other than maintenance vehicles and public safety vehicles and motorized devices and vehicles being used by disabled persons will be permitted on the Premises) and/or for public utility purposes**,** including hereby **GRANTEE**'s right to install, maintain, repair and operate any utility (including drainage) or telecommunications connections constructed and used solely for the permitted uses on said Premises, and to grant to public utility companies easements or licenses to do so for no monetary consideration and for no other purpose.

(2) Except as expressly provided herein, **GRANTEE** shall not transfer title to the Premises or portion(s) thereof to any entity that is not the Commonwealth of Massachusetts or a political subdivision thereof or an agency, or instrumentality of either of them, however nothing herein prevents the **GRANTEE** from leasing, licensing or granting use and occupancy agreements with third parties for monetary consideration as long as said lease(s), license(s) and/or use and occupancy agreement(s) do not materially impair the use of the Premises as an Alternative Transportation Corridor or for any purpose related to the Utilities and

Telecommunications Easement, and all proceeds therefrom shall be used for the Alternative Transportation Corridor.

(3) **GRANTEE** shall not build, construct, erect, or install any buildings, bridges, structures, crossings, fixtures or improvements of any nature and description on the Premises except those used for the permitted uses described herein.

(4) Indemnification and Release of the GRANTOR

(a) The **GRANTEE** shall (to the extent permitted by law) indemnify, defend and save the **GRANTOR** harmless, from and against and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands, response action costs or judgments of any nature whatsoever, including, without limitation, any accident, injury to, or death of any person or any damage to property occurring on the Premises (or part thereof) or caused by something occurring on the Premises or that may be imposed upon, incurred by, or asserted against **GRANTOR** by reason of the following occurrences:

(i) the activities of **GRANTEE**, members of the public or others present on the Premises, except to the extent that those activities arise from the Utilities and Telecommunications Easement; or

(ii) the discovery of pre-existing Hazardous Materials, defined below, or the release of any Hazardous Materials on the Premises (or other property of the **GRANTOR** adjacent to the Premises) which is a result of: (a) the **GRANTEE'S** activities hereunder (including the activities of those present from time to time on the Premises, except to the extent that those activities are of the Applicable Company on the Premises) or (b) the migration from land now or previously owned, leased, occupied or operated by the **GRANTEE** or for which the **GRANTEE** is a potentially responsible party as defined under Chapter 21C and Chapter 21E, defined below, or

(iii) any failure of **GRANTEE** to perform or comply with any of the terms hereof, or of any contracts, agreements or restrictions, statutes, laws,

ordinances or regulations affecting the activities or any part thereof.

"Hazardous Materials" is defined to be "oil," "hazardous materials," or "hazardous wastes" as those terms are defined in Massachusetts General Laws Chapter 21E ("Chapter 21E") and Massachusetts General Laws Chapter 21C ("Chapter 21C"), as from time to time may be amended, and the regulations promulgated pursuant thereto, including the Massachusetts Contingency Plan, 310 CMR 40.0000 et seq. (the "MCP"), and as further defined in all other applicable state and Federal laws regarding Hazardous Materials.

For the purposes of this Deed, the term "applicable laws" with regard to environmental laws and/or Hazardous Materials means, without limitation, all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, of all governments, departments, and offices relating in any way to the control and/or abatement of environmental pollution and environmental hazards that now or at any time hereafter may be applicable.

(b) The **GRANTEE** hereby releases the **GRANTOR** from any responsibility for the **GRANTEE'S** losses or damages related to the condition of the Premises and the **GRANTEE** covenants and agrees that it will not assert or bring, nor cause any third party to assert or bring any claim, demand, lawsuit or cause of action (whether by way or original claim, cross claim, counterclaim, contribution claim, indemnification claim, third-party claim or further party claim) (hereinafter "Claims") against the **GRANTOR**, including, without limitation, claims for response actions, response costs, assessments, containment, removal and remedial costs, governmental oversight charges, including any overhead or response action costs incurred or assessed by the Massachusetts Department of Environmental Protection, fines or penalties, permit and annual compliance fees, reasonable attorney and expert fees, natural resource damages, property damages, including diminution in property value claims, and personal injury damages and damages

related to a person's illness or death relating to, or arising from, the **GRANTEE's** use of the Premises (or the use of the Premises by those permitted onto the Premises by the **GRANTEE**); and

(c) The **GRANTEE** shall be timely notified, in writing, by the **GRANTOR** of the assertion of any claim against it that the **GRANTEE** has agreed to defend and indemnify as stated above (the "Indemnified Claim").

(i) If the **GRANTEE** defends the claim or handles the response action, the **GRANTEE** shall bear the entire cost thereof (including, without limitation, attorneys' fees and expenses for counsel selected by the **GRANTEE** and reasonably acceptable to the **GRANTOR**) and shall have sole control of the defense of any Indemnified Claim and all negotiations for its settlement or compromise provided that the **GRANTOR** is fully indemnified by the **GRANTEE** and provided further that the settlement or compromise shall not include the admission of guilt (or comparable plea), wrongdoing or negligence or the permitting or imposition of civil or criminal penalties or indictments, or the entering of consent decrees or orders of any kind by the **GRANTEE** on behalf of the **GRANTOR** or any other action that would materially prejudice the rights of the **GRANTOR** without the **GRANTOR's** express written approval. The **GRANTOR** shall cooperate with the **GRANTEE** in the defense of the Indemnified Claim.

(ii) In the event of a conflict of interest between the interests of the **GRANTOR** and the **GRANTEE**, the **GRANTOR** may elect to itself conduct the defense of an Indemnified Claim against it or to conduct any other response itself, the **GRANTEE** shall cooperate therewith and reimburse the **GRANTOR** for all costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by the **GRANTOR** in connection with the **GRANTOR's** defense of the

Indemnified Claim against it and/or the conduct of all response actions, including, without limitation, those required by Chapter 21E, Chapter 21C and the MCP.

If any response action due to the presence of Hazardous Materials or the threat of release of Hazardous Materials onto the Premises (or other property of the **GRANTOR** which abuts the Premises) is performed by the **GRANTEE**, the response action shall be performed in accordance with Subparagraph 5 immediately below.

For purposes of this Section (4), the **GRANTOR** shall include the **GRANTOR** and its directors, officers, employees, agents, successors and assigns.

(5) Remediation Obligation of the GRANTEE

Whenever the **GRANTEE** is responsible for the remediation of Hazardous Materials on or below the Premises or by law or pursuant to this Deed, the **GRANTEE**, upon written demand of the **GRANTOR**, shall conduct (at no cost or expense to **GRANTOR**) all response actions required by Chapter 21E, Chapter 21C and the MCP with respect to the Hazardous Materials (including the hiring of a Licensed Site Professional), subject to the **GRANTEE**'s rights against any third parties. Any such response action, if performed by the **GRANTEE**, shall be performed in accordance with Chapter 21E, Chapter 21C, the MCP, any other applicable statutes and regulations and shall be completed in a timely manner. If the **GRANTEE** is unable to meet its remediation responsibility pursuant to law or this Deed, and the **GRANTOR** takes such remediation action, the **GRANTEE** shall reimburse the **GRANTOR** for the cost and expense incurred by the **GRANTOR**, including, without limitation, the reasonable costs incurred by **GRANTOR** in hiring consultants to review, supervise, and inspect any plans, specifications, proposed method of work, installation, operation and/or results.

(6) **GRANTEE** accepts the Premises "as is" with all third-party encroachments. **GRANTEE** acknowledges and agrees that the Premises are suitable for **GRANTEE**'s intended use.

Any funds from the resolution of encroachments now or in the future, or from the conveyance of easements, leases, or licenses, hereafter received by the Grantee shall be used by Grantee solely to fund the construction and/or maintenance of the Alternative Transportation Corridor.

(7) If **GRANTEE** receives any eminent domain proceeds granted at any time by a taking authority (or court of law) for any or all of **GRANTEE'**s interests in the Premises (excluding therefrom eminent domain damages associated with any requirement to remove or relocate utility improvements of **GRANTEE** pursuant to easements held prior to the date hereof), then **GRANTEE** shall, for a total taking resulting in the inability to use the Premises for the purpose stated herein, pay over all such proceeds to **GRANTOR,** and for a partial taking shall use said funds for the continued purpose of the Alternative Transportation Corridor**.**

(8) **GRANTEE** assumes any and all agreements, covenants, obligations and liabilities of the **GRANTOR** in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises that are not associated with the Utilities and Telecommunications Easement.

Any restriction or provision herein may be amended by a deed amendment agreed to by the parties hereto or their successors or assigns and recorded at the Middlesex South District Registry of Deeds.

All the terms and provisions of this Deed shall be binding upon and inure to the benefit of the **GRANTOR** and **GRANTEE** respectively and their respective legal representatives, successors and assigns.

No excise tax stamps are required per Massachusetts General Laws Chapter 64D, Section 1.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the ___ day of _____, 2015.

Approved as to form:

By: _____
John Englander
General Counsel

GRANTOR:

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By: _____
Francis A. DePaola
Interim General Manager

(For authority, see certificate recorded with the Suffolk County Registry of Deeds at Book 54608, Page 84.)

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared Francis A. DePaola, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and who acknowledged the same to be the free act and deed of the Massachusetts Bay Transportation Authority.

_____ (official signature and seal of notary)

My commission expires _____

[Signatures continue on next page]

Approved as to form:

By: _____
William H. Solomon
Town Counsel

GRANTEE:

TOWN OF STONEHAM
By its Board of Selectmen

_____
Thomas Boussy, Chairman

_____
Caroline Colarusso

_____
John F. DePinto

_____
Ann Marie O'Neill

_____
Frank A. Vallarelli

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS. _____, 2015

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared Thomas Boussy, Caroline Colarusso, John F. DePinto, Ann Marie O'Neill, and Frank A. Vallarelli, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged the same to be the free act and deed of the Town of Stoneham.

_____ (official signature and seal of notary)

My commission expires _____

To: Board of Selectmen
(Thomas Boussy, Chairman and all members)

cc: David Ragucci, Town Administrator
Anthony Wilson, Chairman, Stoneham Tri-Community Bike/Greenway Committee
Mark Warren, Stoneham Tri-Community Bike/Greenway Committee

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

Date: August 7 2015

Subject: Deed From The MBTA to the Town of Stoneham For The Portion of RR ROW from Maple Street To Route 93 – Proposed For Execution By MBTA and Town

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1. That Grantor reserves the right in its descretion [sic] to use the premises or any part thereof for mass transportation purposes.

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[1] Additionally, as owner of the property, the need to indemnify, defend and hold harmless the MBTA from third parties alleging recreational or similar injuries is significantly diminished , if not eliminated, since the MBTA is not the owner and as such is unlikely to have such claims filed against or otherwise be a defendant in such actions. Additionally, please note that as recreational land, the Town will have certain protections provided under the Massachusetts Recreational Use Statute (M.G.L. c. 21 §17C), and will additionally add the RR ROW under the applicable insurance protection for recreational lands and programs, currently through MIIA.

2. That Grantor shall be entitled to retain all present and future rents."

In consideration thereof, the Town agrees, as follows:

The Town of Stoneham agrees, for itself and its successors and assigns, from and after the date hereof, that the funds from any and all future rents from the Premises shall be used for the construction and maintenance of the Alternative Transportation Corridor to be constructed by the Town of Stoneham on the Premises.

Please feel free to call me and/or Greenway Committee Chairman, Anthony Wilson if we can provide any further information regarding this matter.

Thank you.

Enclosures

RELEASE AGREEMENT
BY AND BETWEEN
MASSACHUSETTS BAY TRANSPORTATION AUTHORITY
AND
TOWN OF STONEHAM

This Agreement is made as of the ___ day of _____, 2015 by and between the Massachusetts Bay Transportation Authority, a body politic and corporate, and a political subdivision of the Commonwealth of Massachusetts (the "MBTA"), with a principal place of business at Ten Park Plaza, Boston, Massachusetts 02116, and Town of Stoneham, a Massachusetts municipality, with its principal place of business at 35 Central Street, Stoneham, Massachusetts 02180 ("Town of Stoneham").

BACKGROUND

A. The MBTA conveyed to the Town of Stoneham by deed dated February 10, 1984 and recorded at the Middlesex South District Registry of Deeds on March 23, 1984 in Book 15490 on Page 507 (the "Deed"), certain premises located on the Stoneham Branch Right-of-Way containing approximately 7,114 linear feet of railroad right-of-way, being shown on plans 128L, 128R, 129L and 129R in Plan Book 442C on file with the Middlesex South District Registry of Deeds, as more fully described in the Deed (the "Premises").

B. The Deed provided that the conveyance was subject to the following conditions reserved to the MBTA (together, the "MBTA Reserved Conditions"):

"1. That Grantor reserves the right in its descretion [sic] to use the premises or any part thereof for mass transportation purposes.

2. That Grantor shall be entitled to retain all present and future rents."

C. The Town of Stoneham has requested that the MBTA release and waive the MBTA Reserved Conditions.

AGREEMENT

NOW, THEREFORE, for nominal consideration of one ($1.00) dollar paid by Town of Stoneham to the MBTA and other good and valuable consideration, including the

undertaking of the Town of Stoneham set forth below, the receipt and sufficiency of which are hereby acknowledged, the MBTA hereby forever waives and releases the Premises from the MBTA Reserved Conditions.

The Town of Stoneham agrees, for itself and its successors and assigns, from and after the date hereof, that the funds from any and all future rents from the Premises shall be used for the construction and maintenance of the Alternative Transportation Corridor to be constructed by the Town of Stoneham on the Premises.

All of the terms and conditions of this Release Agreement shall run with the Premises and shall be binding upon and inure to the benefit of the MBTA and Town of Stoneham and their successors and assigns, respectively.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the ____ day of _____, 2015.

Approved as to form:

By: _____
John Englander
General Counsel
MassDOT and MBTA

MASSACHUSETTS BAY TRANSPORTATION AUTHORITY

By: _____
Francis A. DePaola
Interim General Manager

(For authority, see certificate recorded with Suffolk County Registry of Deeds at Book 54608, Page 84.)

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared Francis A. DePaola, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and who acknowledged the same to be the free act and deed of the Massachusetts Bay Transportation Authority.

_____ (official signature and seal of notary)
My commission expires _____

[Signatures continue on next page]

TOWN OF STONEHAM
By its Board of Selectmen

_____
Thomas Boussy

_____
John F. DePinto

_____
Ann Marie O'Neil

_____
Caroline Colarusso

_____
Frank A. Vallarelli

Approved as to form:

By: _____
Town Counsel

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared Thomas Boussy, John F. DePinto, Ann Marie O'Neill, Caroline Colarusso and Frank A. Vallarelli, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged the same to be the free act and deed of the Town of Stoneham.

_____ (official signature and seal of notary)
My commission expires _____

Disability Committee

One (1) appointment for a one-year term effective until April 30, 2016.

CANDIDATES:

* Kathleen Balestrier
  25 Summer Street

CANDIDATE FOR COMMITTEE/BOARD

Name: Kathleen Balestrier *(Email)* Balestrier@comcast.net

Address: 25 Summer Street Stoneham MA 02180 617-699-1760 *(Cell#)*

(Work) Govt. Center Child Care JFK Federal Building Boston MA *(Tel.)* 617-565-4065

(Home) *(Tel.)* 617-699-1760

How did/do you hear about the position? Newspaper

Have you given your time previously as a volunteer? *Y* ☐ *N* ☑

*If **Y**, in what capacity/ies?* _____

Why do you want to become a committee/board member? What would you like to get out of this experience?

I am interested in becoming more active in our community. I have attended town meetings and would like the opportunity to give back to the community I live in.

What interests, activities or hobbies do you enjoy? Reading, bike riding, hiking camping.

Previous/current Occupation/s, Position: Assistant Director Child Care 10/88-Present

Education/Training, Hobbies or Other Skills: Bachelor's Degree Early Childhood Education/Administration

Other organizations to which s/he belongs: National Association for the Education of Young Children

How long do you think you'd like to be involved with the board? As long as needed or required.

Are you prepared to attend a training/information session/board meeting? Yes

Are you willing to undergo a CORI background check? *Y* ☑ *N* ☐

What are his/her current interests (in the board/committee)? To make a difference for people in the community.

Comments: I am interested in becoming an active member of the Disability Committee I believe

My experiences both personally and professionally would enable me to be a positive contributor to this committee and our town.

Sponsor: _____ *Date :* _____ *CORI:* _____

Town of Stoneham

A Proclamation

Whereas, the legislature of this State has adopted an Act designating Arbor Day and that Act has designated the last Friday in April; and

Whereas, trees can moderate the temperature, cut heating and cooling costs, clean the air, produce oxygen and provide habitat for wildlife, while at the same time, trees increase property values, enhance the economic vitality of business areas, and beautify our communities, and wherever they are planted are a source of joy and spiritual renewal; and

Whereas, a Tree Planting Program will ensure that we can pass on an enduring heritage of a vital natural resource to succeeding generations;

Now, therefore, we, the **Stoneham Board of Selectmen,** do hereby proclaim **April 24, 2015** as

ARBOR DAY

and urge all citizens of Stoneham able to do so to observe this day by planting one or more trees and by participating in one or more programs that the sponsors of ARBOR DAY may provide.

Given at the Executive Chamber of the Board of Selectmen, the Town of Stoneham, this twenty third day of June, in the year of our Lord, two thousand fifteen.

_____
Thomas Boussy, Chairman

_____
Ann Marie O'Neill, Vice Chairman

_____
Caroline Colarusso

_____
John F. DePinto

_____
Frank Vallarelli

NOTE TO SELECTMEN ON THE RESTRUCTURING OF MWRA LOANS

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
FY2023	$139,382.79	$ 50,984.00	$ 88,398.79
FY2024	$ 51,882.91	$ 20,346.00	$ 31,536.91
FY2025	$ 18,499.91	$ 10,100.00	$ 8,399.91
FY2026	$ 18,499.91	$ 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 15th. Allonge to Bond papers will need to be signed at the meeting also.

VOTE OF THE BOARD OF SELECTMEN

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 dated 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

EXHIBIT A

FORMS OF ALLONGES

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STONEHAM
WATER BOND

ALLONGE TO BOND

Reference is made to the Town of Stoneham (the "Municipality") in the county of Middlesex and in The Commonwealth of Massachusetts Water Bond dated May 17, 2007 (the "Bond") issued by the Municipality to the Massachusetts Water Resources Authority (the "Authority") in the original principal amount of $1,360,800.

The Bond is amended by revising the repayment provisions as follows:

(May 15) Year	Original Installment	Revised Installment
2016	$136,080.00	$ 15,000.00
2017	136,080.00	242,659.00
2018	-	14,500.00

Except as expressly affected by this Allonge, the Bond shall remain in full force and effect as heretofore.

The Allonge shall be attached to and affixed to the Bond.

IN WITNESS WHEREOF, the Municipality has caused this Allonge to be duly executed by its Treasurer and countersigned by its Selectmen and the seal of the Municipality to be affixed hereto as of the 11 day of Aug, 2015.

Countersigned:

Diane M. Murphy
Treasurer

Selectmen

(Town Seal)

ME1 20894887v.1

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STONEHAM
SEWER BONDS

ALLONGE TO BOND

Reference is made to the Town of Stoneham (the "Municipality") in the county of Middlesex and in The Commonwealth of Massachusetts Sewer Bond dated May 26, 2011 (the "Bond") issued by the Municipality to the Massachusetts Water Resources Authority (the "Authority") in the original principal amount of $228,800.

The Bond is amended by revising the repayment provisions as follows:

(May 15) Year	Original Installment	Revised Installment
2016	$46,640.00	$22,879.50
2017	-	22,879.50

Except as expressly affected by this Allonge, the Bond shall remain in full force and effect as heretofore.

The Allonge shall be attached to and affixed to the Bond.

IN WITNESS WHEREOF, the Municipality has caused this Allonge to be duly executed by its Treasurer and countersigned by its Selectmen and the seal of the Municipality to be affixed hereto as of the 11 day of Aug, 2015.

Countersigned:

_____

_____

_____

_____

_____
Selectmen

Diane M. Murphy
Treasurer

(Town Seal)

ME1 20887766v.1

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STONEHAM
WATER BOND

ALLONGE TO BOND

Reference is made to the Town of Stoneham (the "Municipality") in the county of Middlesex and in The Commonwealth of Massachusetts Water Bond dated August 18, 2011 (the "Bond") issued by the Municipality to the Massachusetts Water Resources Authority (the "Authority") in the original principal amount of $1,000,000.

The Bond is amended by revising the repayment provisions as follows:

(August 15) Year	Original Installment	Revised Installment
2015	$100,000.00	$ 3,500.00
2016	100,000.00	86,843.00
2017	100,000.00	164,643.00
2018	100,000.00	166,043.00
2019	100,000.00	130,043.00
2020	100,000.00	115,643.00
2021	100,000.00	26,643.00
2022	-	6,641.00

Except as expressly affected by this Allonge, the Bond shall remain in full force and effect as heretofore.

The Allonge shall be attached to and affixed to the Bond.

IN WITNESS WHEREOF, the Municipality has caused this Allonge to be duly executed by its Treasurer and countersigned by its Selectmen and the seal of the Municipality to be affixed hereto as of the 11 day of Aug, 2015.

Countersigned:

Diane M. Murphy
Treasurer

Selectmen

(Town Seal)

ME1 20894934v.1

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STONEHAM
SEWER BOND

ALLONGE TO BOND

Reference is made to the Town of Stoneham (the "Municipality") in the county of Middlesex and in The Commonwealth of Massachusetts Sewer Bond dated November 29, 2012 (the "Bond") issued by the Municipality to the Massachusetts Water Resources Authority (the "Authority") in the original principal amount of $233,200.

The Bond is amended by revising the repayment provisions as follows:

(November 15) Year	Original Installment	Revised Installment
2015	$46,640.00	$ 5,000.00
2016	46,640.00	88,806.00
2017	46,640.00	23,806.00
2018	-	22,307.00

Except as expressly affected by this Allonge, the Bond shall remain in full force and effect as heretofore.

The Allonge shall be attached to and affixed to the Bond.

IN WITNESS WHEREOF, the Municipality has caused this Allonge to be duly executed by its Treasurer and countersigned by its Selectmen and the seal of the Municipality to be affixed hereto as of the 11 day of Aug, 2015.

Countersigned:

_____

_____

_____

_____

_____
Selectmen

Diane M. Murphy
Treasurer

(Town Seal)

ME1 20894794v.1

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STONEHAM
WATER BOND

ALLONGE TO BOND

Reference is made to the Town of Stoneham (the "Municipality") in the county of Middlesex and in The Commonwealth of Massachusetts Water Bond dated May 16, 2013 (the "Bond") issued by the Municipality to the Massachusetts Water Resources Authority (the "Authority") in the original principal amount of $375,560.

The Bond is amended by revising the repayment provisions as follows:

(May 15) Year	Original Installment	Revised Installment
2016	$37,556.00	$ 500.00
2017	37,556.00	37,243.00
2018	37,556.00	47,243.00
2019	37,556.00	49,243.00
2020	37,556.00	47,243.00
2021	37,556.00	37,243.00
2022	37,556.00	37,243.00
2023	37,556.00	34,243.00
2024	-	10,246.00

Except as expressly affected by this Allonge, the Bond shall remain in full force and effect as heretofore.

The Allonge shall be attached to and affixed to the Bond.

IN WITNESS WHEREOF, the Municipality has caused this Allonge to be duly executed by its Treasurer and countersigned by its Selectmen and the seal of the Municipality to be affixed hereto as of the 11 day of Aug, 2015.

Countersigned:

Diane M. Murphy
Treasurer

Selectmen

(Town Seal)

ME1 20894977v.1

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF STONEHAM
SEWER BOND

ALLONGE TO BOND

Reference is made to the Town of Stoneham (the "Municipality") in the county of Middlesex and in The Commonwealth of Massachusetts Sewer Bond dated December 11, 2014 (the "Bond") issued by the Municipality to the Massachusetts Water Resources Authority (the "Authority") in the original principal amount of $203,500.

The Bond is amended by revising the repayment provisions as follows:

(November 15) Year	Original Installment	Revised Installment
2015	$20,350.00	$ 500.00
2016	20,350.00	15,100.00
2017	20,350.00	31,600.00
2018	20,350.00	30,600.00
2019	20,350.00	35,100.00
2020	20,350.00	30,100.00
2021	20,350.00	25,100.00
2022	20,350.00	10,100.00
2023	20,350.00	10,100.00
2024	20,350.00	10,100.00
2025	-	5,099.00

Except as expressly affected by this Allonge, the Bond shall remain in full force and effect as heretofore.

The Allonge shall be attached to and affixed to the Bond.

IN WITNESS WHEREOF, the Municipality has caused this Allonge to be duly executed by its Treasurer and countersigned by its Selectmen and the seal of the Municipality to be affixed hereto as of the 11 day of Aug, 2015.

Countersigned:

_____

_____

_____

_____

_____
Selectmen

Diane M. Murphy
Treasurer

(Town Seal)

MEI 20894837v.1

Sinclair, Erin

From: Florino, Ronald
Sent: Wednesday, July 01, 2015 2:08 PM
To: 'Tom Boussy'
Cc: Ragucci, David; AnnMarie O'Neill; 'JDP9633@aol.com'; 'Vallarelli, Frank (DOT)'; Colarusso, Caroline; Sinclair, Erin; Ray, Ginny; Pettengill, Debbie
Subject: Retirement Date Clarification

Hi Tom,

There seems to be some confusion regarding my retirement date, so I just want to make sure the Board of Selectmen have the right information.

My intent is to step down as Town Accountant around March 2016, after a new Town Accountant is hired.

I can either retire at this time, or if the Board wishes, I would be willing to continue working, and postpone my retirement temporarily, in order to help the new Town Accountant with the Fiscal Year 2016 closing and reporting, free cash certification, and FY2017 start up and tax rate setting.

I'm guessing 2 or 3 days per week (probably more in the beginning and less towards the end) would be needed to keep things running smoothly in the Accounting Department. How long I would be needed, really depends on how much experience the person has in municipal finance and accounting.

Whatever the Board of Selectmen decide will be fine with me, and will no way change how I feel about this great Town. I will be forever grateful to this Board and previous Boards for a wonderful 30 plus year career in Stoneham.

Please don't hesitate to call me if you would like to further discuss this matter.

Thank you,
Ron

Stoneham Board of Selectmen – Minutes of Meeting of June 23, 2015

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

Vice Chairwoman O'Neill recognized that this meeting is being taped by Stoneham TV including audio and asked if anyone else is audio taping. There was no response.

Pledge of Allegiance

Vice Chairwoman O'Neill welcomes everyone and stated the process of the meeting.

Discuss Short Term Occupation of 3 Parking Spaces on Main Street to Perform Work on the Dow Building/Nick Johnson (Time 1:35-6:52 on Stoneham TV on Demand)

Nick Johnson from N. Johnson & Sons Restoration was present to ask the Board of Selectmen permission to occupy 3 parking spaces on Main Street to perform scraping and painting windows on the Dow Building. Nick Johnson states that this job will take approximately a month. Nick Johnson states there will be a police detail every day of work. Marcia Wengen co-chair of the Historical Commission states this building is listed on the national register and would ask consideration while painting that nothing gets on the brick. Mr. Johnson agreed. Selectman DePinto made a motion to approve the use of 2 parking space for the period of a month contingent upon the Town of Stoneham being listed as an additional insured on the insurance certificate, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:
Selectwoman Colarusso
Selectman DePinto
Selectman Vallarelli
Vice Chairwoman O'Neill

Motion was unanimously voted (4-0).

Public Hearing/Grant of Location/Melba Lane & Valdora Drive/National Grid (Time 7:11-21:11on Stoneham TV on Demand)

Stephen DiLorenzo the field supervisor for National Grid was present. Selectman DePinto read the Notice to Abutters regarding the petition of National Grid for locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways, and places of Town of Stoneham substantially as described in the petition dated 4/25/2015, attached hereto made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same: Extend Gas Main 300 feet of 4" plastic in Melba Lane to serve #4 Valdora Drive, #2 Valdora Drive and #20 Melba Lane. Vice Chairwoman O'Neill opens to public. Katherine Moore 15 Ledge Street asks about the age of the pipes in town. Director of Public Works spoke on the age of pipes through town. Mr. Grover stated that National Grid has been very responsive this spring in regards to the trenches that need repairs. Selectwoman Colarusso asks what the time span is on the work. Mr. DiLorenzo stated about a week to a week and a half and the work will be done during the day. Vice Chairwoman O'Neill states that public works has no problem with this installation. A resident from Melba Lane asked a question to National Grid. Selectman Vallarelli made a motion to approve the Grant of Location, seconded by Selectman DePinto. A roll call vote was taken.

Voting in Favor:
Selectwoman Colarusso
Selectman DePinto
Selectman Vallarelli
Vice Chairwoman O'Neill

Motion was unanimously voted (4-0).

Town Utility Projects Discussion/Colarusso (Time 21:21-47:21 on Stoneham TV on Demand)

Selectwoman Colarusso states she feels this topic would better be discussed by the resident Susan Keeler from 22 Butler Avenue. Selectwoman Colarusso states that Susan has been watching all the projects coming to Stoneham and has some concerns. Ms. Keeler drew a map of all projects that are simultaneously scheduled for Stoneham and foresees there to be a lot of problems. Susan Keeler 22 Butler Avenue discusses the following projects and proposed routes that are all scheduled to be in progress in 2017: Mass Highway Main/North, MWRA Sewer line repair/construction, MWRA Water project, Montvale Street Widening –Woburn starting at Stoneham line, Eversource, Stoneham Oaks major building project and Bike Path. Ms. Keeler stated that as she drew the map she noticed that with these projects all happening at the same time there is an area that is completely isolated. She feels this presents a real serious public safety issue. Vice Chairwoman O'Neill states she thinks she can speak for the Board and they agree with her. Vice Chairman O'Neill states it is not fair to Stoneham to bare the grunt of these utility companies to provide service to other communities. She states along with health and safety there are economic challenges. She states that they have spent a lot of time trying to revitalize the businesses in town and be supportive and this is contrary. Selectwoman Colarusso reiterates the concerns of Vice Chairwoman O'Neill along with the area in itself being troubling to her primarily due to the fact that there is elderly housing up on Mountain View. She states that emergency vehicles need to go back and forth from that location from time to time. She does not want to risk any residents not getting emergency services. She states that this map that Ms. Keeler presented begs for our attention and we need to sit down and come up with a position and work with Bill to attempt to stagger these projects and jeopardize anyone's safety. Ms. Keeler suggests getting public safety officials involved at this stage.
Vice Chairwoman O'Neill states they are meeting with Eversource Friday, June 26, 2015 at 3:00 p.m. in the Banquet Hall. She states they are coming with their plan looking for our blessing and we are not giving them our blessing. She states letters have been sent to Eversource and our State Representative and Senator. Vice Chairwoman O'Neill states they are reaching out to the government level to Congresswoman Clark, Markey and Congresswoman Warren. She states they are taking this very seriously. Vice Chairwoman O'Neill

thanks Ms. Keeler for putting this together. Selectwoman Colarusso wanted to let Ms. Keeler know there are other folks that they have heard from. She states there need to be better coordination between the various groups involved and they need to consider the needs of the community. Ms. Keeler would like MWRA to coordinate within their own agency so they not at the same area at the same time. Ms. Keeler would also like the board to take a step back and reassess the plan for the Stoneham Oaks Golf Course. She encourages a neighborhood meeting regarding this project the neighborhoods affected are waiting and she would like the board to know there is opposition. Vice Chairwoman O'Neill states they have been notifying neighborhoods when things are affecting them either by reverse 911 calls, website and Facebook. Selectman Vallarelli states that these dates are subject to change. Selectman DePinto states he is going to inform Eversource at the Friday meeting about the MWRA projects. Selectwoman Colarusso states on behalf of the residents she would like to say thank you to Ms. Keeler. Barbara Lawrence 100 Ledgewood Drive would like to thank the Board for not accepting and signing off on the host agreement letter from Eversource. Ms. Lawrence would also like to thank the Board for writing the letter to Eversource and covering two things that you are not approving the project and addressing the water based route. She would also like to thank you for reaching out to our Congressional delegation. She would finally like to thank our State Representative Michael Day and Senator Jason Lewis along with their colleagues from our surrounding towns who wrote to the regulatory board. Ms. Lawrence discusses the project and states her concerns. Vice Chairwoman encourages residents to come Friday at 3pm in the Banquet Room to express their concerns.

Trash Discussion/DePinto (Time 47:22-49:47 on Stoneham TV on Demand)
Selectman DePinto would like to discuss reducing the trash fee by $20.00. Vice Chairwoman O'Neill states the goal is to decrease the trash fee but she would like more data than this before making that decision. Selectman Vallarelli states they need more time especially is the bills are already generated and he stated that they are still potentially thinking about revising the system further at some point. Selectman DePinto suggests revisiting this in September. The Board agrees.

Fallon Road/Town Administrator
Item was tabled to July 14, 2015 meeting.

Final Payment Discussion regarding Agreement with BJ's for Public Safety/Town Administrator
Item was tabled to July 14, 2015 meeting.

Update Communications & Computer Use Policy/Town Administrator
Item was tabled to July 14, 2015 meeting.

Appointment to Historical Commission (Time 50:44-51:47 on Stoneham TV on Demand)
Selectman DePinto made a motion to appoint Dolly Wilson, 181 Central Street on the Historical Commission until April 30, 2017, seconded by Selectwoman Colarusso **and unanimously voted (4-0).** Selectman DePinto made a motion to appoint Joanne DiMambro, 5 Elizabeth Road as an associate member on the Historical Commission until April 30, 2016, seconded by Selectwoman Colarusso and **unanimously voted (4-0).**

Approve Block Party/Dianne Road (Time 52:01-52:32 on Stoneham TV on Demand)
Selectman DePinto made a motion to approve the block party request on Dianne Road, Saturday, June 27, 2015 from 2pm-7pm, seconded by Selectwoman Colarusso and **unanimously voted (4-0).**

Accept Donations to Memorial Day Parade (Time 52:33-53:06 on Stoneham TV on Demand)
Selectman DePinto made a motion to accept the donations to the Memorial Day Parade, seconded by Selectwoman Colarusso and **unanimously voted (4-0).**

Approve Minutes (Time 53:07-53:34 on Stoneham TV on Demand)
Selectman DePinto made motion to approve minutes of 6/9/15, seconded by Selectwoman Colarusso with an additional comment to be added to the discussion regarding the town administrator goals during miscellaneous and **unanimously voted (4-0).** Selectman DePinto made motion to approve minutes of 6/11/15, seconded by Selectwoman Colarusso and **unanimously voted (4-0).**

Stockwell (Time 53:35-56:37 on Stoneham TV on Demand)
Selectman DePinto made a motion to approve request #1 for Stockwell, seconded by Selectwoman Colarusso **unanimously voted (4-0).**
Selectman DePinto made a motion to approve request #2 for Stockwell, seconded by Selectwoman Colarusso **unanimously voted (4-0).**

Miscellaneous (Time 56:44-70:30 on Stoneham TV on Demand)
Vice Chairwoman O'Neill wanted to say that the Farmers Market opened on last Thursday was it was a huge success. She invites the public to come by Thursday from 2:30-6:30. It was so well attended that many vendors sold out in two hours. She states the Farmers Market Committee did a superb job and she would like to thank them and if anyone would be interested in volunteering the contact can be found on the website. Vice Chairwoman O'Neill would also like to notify people that there is a regional MBTA transportation meeting on Thursday at Wakefield Junior High at 6:30pm. Vice Chairwoman O'Neill states she would like to see a stop at the Zoo and she will personally be at this meeting. Dolly Wilson 181 Central Street speaks. Selectman DePinto would like people to know that there will be a pizza oven at the Farmers Market this week. Selectwoman Colarusso spoke to Mr. Cicatelli today about the new phones system and would like to let the public and the board know that the police has been completed, DPW will be tomorrow and everyone else should be online within a week or two. Selectwoman Colarusso states the customer service survey is ready to go and he can have that out by next Friday up and live running. Selectwoman Colarusso states there is a $300.00 cost to provide unlimited feedback to our residents. She states the Mr. Cicatelli felt the $300.00 fee was the best way to approach it.

Selectwoman Colarusso made a motion to approve the $300.00 investment for the customer service program from the IT budget, seconded by Selectman DePinto. A roll call vote was taken. Voting in Favor: Selectwoman Colarusso, Selectman DePinto, Selectman Vallarelli, Vice Chairwoman O'Neill. **Motion was unanimously voted (4-0).** As acting Chairwoman of the Board, I state that the Open Meeting Law Complaint received on Monday, June 22, 2015 by the Town Clerk was not reasonably anticipated at the time the agenda was finalized and filed with the Town Clerk on Thursday, June 18th so she would just like to ask the Board permission to have Bill look at that and advise for us. Selectwoman Colarusso made a motion to take the matter up, seconded by Selectman DePinto and **unanimously voted (4-0).** Selectman DePinto asks Bill if he will get back to the Board with a recommendation. Attorney Solomon read the draft motion to move that the Board vote to authorize Town Counsel to respond to the subject Open Meeting Law Complaint received by the Town Clerk on June 22, 2015 including to request as Counsel deems necessary a meeting with the Board of Selectmen. Attorney Solomon stated he will draft something and then submit a response to the Attorney General Office. Attorney Solomon states he has 14 days to respond but will probably as for an extension to be granted. Attorney Solomon thinks this will be discussed at the July 14th meeting. Selectwoman Colarusso wanted to give an update on the South School crosswalk. She stated she talked to Mr. Grover and he stated due to weather the first week it was scheduled canceled and they are chasing the contractor. Selectwoman Colarusso would also like to follow up on the Library paint and Dave is not here for that discussion so we will probably bring that up on the 14th. Selectwoman Colarusso would like to thank Larry Brophy for making adjustments at the Senior Center on the heating/cooling system that cost us no money and seems to be working better the folks up there appreciate it. Vice Chairwoman O'Neill states she doesn't think they have anything to go into Executive Session for. The Board agrees. Ellen McBride 30 Butler Avenue asks if item #14 will be put on another agenda. Vice Chairwoman O'Neill stated she felt that they were asking to be granted privileges that the Board does not have authority over. Selectman Vallarelli states that was really not a matter for the Board to discuss it is up to the person and their own personal attorney. Ellen McBride also stated that she as a resident would like Dave's goals be a public meeting. Selectman DePinto and Vallarelli state they do that every year and it is an open meeting. She states that there is a lot of damage due to ice dams at Whip Hill. Selectwoman Colarusso would like the area off Galvin Circle and the fence that is falling down be put on the agenda for the next meeting and have Bob come out. Vice Chairwoman O'Neill gave an update on the islands and let people know that this year we redid the contract and moved that responsibility over to the Town Planner's Office which is great thing because it is where is should be. Vice Chairwoman O'Neill states this year's contact has been finalized so we should start seeing some work being done and it is a program we should continue to see improvement. She stated that because we redid the contact we got started later this year but if you remember last year we did not get started until after July either but next year we are hoping to start in April. Vice Chairwoman O'Neill states they are looking into replanting in front of the Town Hall also. Selectwoman Colarusso would like to add that thanks to the Town Planner and Selectwoman O'Neill there was saving this year on the island work.

Executive Session

The Board did not go into Executive Session.

Selectman DePinto made the motion to adjourn at 8:15 p.m.

Respectfully submitted,

Erin Sinclair

Stoneham Board of Selectmen – Minutes of Meeting of July 9, 2015

Acting Chairwoman Ann Marie O'Neill called the executive session to order at 3:35 p.m. Also present were Selectwoman Colarusso, Selectman DePinto, Selectman Frank Vallarelli and Town Counsel William H. Solomon. Chairman Boussy and Town Administrator David Ragucci were not present.

Pledge of Allegiance

Open Session

Convening of the Board of Selectmen in open session and vote regarding entering executive session.

Executive Session

Acting Chairwoman O'Neill read move that the Board go into executive session pursuant to M.G.L. c. 30A sec.21(a)(3) to discuss strategy with respect to litigation, the acting chair declaring that an open meeting may have a detrimental effect on the bargaining or litigating position of the public body. For review and consideration, including any vote in regard thereto, of the memorandum and draft motion by Special Counsel Jonathan Witten regarding appropriate legal action, if any, with regard to the Housing Appeals Committee's decision "In the Matter of Stoneham Board of Appeals and Weiss Farm Apartments, LLC, No. 2014-10, dated June 30, 2015, entitled "Decision On Interlocutory Appeal Regarding Applicability of Safe Harbor". Selectman DePinto made the above motion and not to return to Open Session, seconded by Selectwoman Colarusso. A roll call vote was taken.

Voting in Favor:
Selectwoman Colarusso
Selectman DePinto
Selectman Vallarelli
Acting Chairwoman O'Neill

Meeting adjourned at 3:36 p.m.

Respectfully submitted,
Erin Sinclair

APPLICATION FOR BLOCK PARTY

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

Applicant Name: MATTHEW KILTY

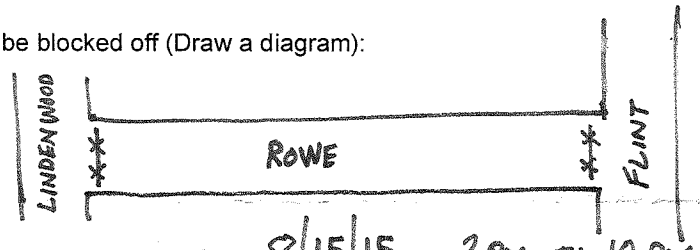
Applicant Address: 6 ROWE ST.

Applicant Day Phone#: 781·305·2739

Applicant Evening Phone#: 781·438·4534

Location of Block Party: ROWE ST.

Locations to be blocked off (Draw a diagram):



Date and time: 8/15/15 2PM TO 10 PM

Signature of Applicant:

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

Name	Address
CHRIS & KRISTINA YANCEY	12 LINDENWOOD
JACK & KAREN FITZGERALD	14 LINDENWOOD
JASON ~~BOOTH~~	9 FLINT
KATHY & BOB HUDSON	13 FLINT
MEGHAN & JON MAHONEY	16 FLINT
Jack + Karen Fitzgerald	14 Lindenwood Rd.
Debbie Fowlie	4 Rowe St.

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: _____
Chief of Police

August 3rd, 2015

BOYS & GIRLS CLUB
OF STONEHAM & WAKEFIELD

15 Dale Court
P.O. Box 80064
Tel 781-438-6770
Fax 781-438-0597
www.bgcstoneham.org
Tax ID# 23-7025777

Board of Selectmen
35 Central Street
Stoneham, MA 02180

Dear Board of Selectmen:

I am writing to request approval for the Boys & Girls Club of Stoneham to change the operating time of its Sunday Beano Game from 6pm to 12am to 12:00 noon until 6:00PM beginning on Sunday, September 20th, 2015. This would be a permanent change.

Approval of this request by the local Board of Selectman is required by the Massachusetts State Lottery Commission in order for us to make the change.

Thank you for your consideration. If there are any questions please do not hesitate to contact me.

Thank you and regards,

Adam Rodgers
Executive Director
Boys & Girls Club of Stoneham
781-879-4315

Officers
President
Kevin Mason

Interim Treasurer
Kevin Mason

Secretary
Scott Fraser

Immediate Past President
Gloria DeVine

Board of Directors
John Anderson
Cameron Bain
William Chetwynd
George Getty
Christine Murphy
Emily Seward
Randy Suckney
Lynda Torregrossa

Executive Director
Adam Rodgers

Club Director
Stoneham
Donna DiVirgilio

Unit Director
Wakefield
Gene Dion