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Town of North Reading
Massachusetts

TOWN CLERK
NORTH READING, MA

Community Planning

MINUTES

Tuesday, February 2, 2016

Mr. Christopher B. Hayden, Chairperson called the Tuesday, February 2, 2016 meeting of the Community Planning Commission to order at 7:33p.m. in Room 14 of the North Reading Town Hall, 235 North Street, North Reading, MA.

MEMBERS

PRESENT:

Christopher B. Hayden, Chairperson
William Bellavance, Vice Chairperson
Patricia Romeo, Clerk
Joseph Veno

STAFF

PRESENT:

Danielle McKnight, Planning Administrator
Debra Savarese, Administrative Assistant

Mr. Hayden informed all present that the meeting is being recorded.

Charles Street Ext. – status of construction

Mr. Hayden asked Mrs. McKnight if there was anything new to report.

Mrs. McKnight stated that no, they were just going to follow-up from the last meeting to talk about a plan for the completion of the work and the request from the DPW for the water damage.

Mr. Hayden stated that at the last meeting he requested that a construction schedule and someone that would be able to finish the job preferably before the road goes in, because if it is not, there is going to be a five year moratorium on the road.

Mr. Michael Bruno stated that through Mr. Ivester they have sought out someone who is familiar with the property.

Mr. Ivester stated that Mr. Jason White has applied and needs to meet with the DPW Director, Mr. Carnevale.

Mr. Bruno stated that his understanding is that Mr. White has applied but has not heard back, but he has met with the Town Engineer, Mr. Michael Soraghan. He also has a back-up contractor MDR Construction out of Tewksbury. So, he is waiting to hear back from the Mr. Soraghan.

Mr. Hayden stated that the final decision will probably come from the DPW director

Mrs. McKnight stated that Mr. Soraghan is on vacation for two weeks.

Mr. Hayden stated that Mrs. McKnight should speak to Mr. Carnevale to see if any progress has been made on the application.

Attorney Charles Gill representing Mr. Bruno stated that he does not want this board to get the wrong impression of Mr. Bruno. Two weeks ago Mr. Bruno was a little anxious because he had his contractor thrown off the job. They did leave the meeting with the intention to return to the board with a contractor to complete the cross-country work. Mr. Bruno believed that Mr. Ivester who has been in this business and knows the players would make the first shot to get a contractor to reach out to town hall. Mr. Bruno was told last week that he had done that.

Mr. Hayden stated that as far as this board and the planning department know is that no one has reached out to inform them that anything had been done. It would have been nice to know that someone had been found and did apply.

Attorney Gill stated that this was poor communication.

Mr. Hayden stated that it has been this way a lot. The planning department has done a lot of communication and he has seen the stack of paperwork, back and forth on email.

Attorney Gill stated that if he had not been on vacation last week he would have contacted the planning department. When he return he did see an email forwarded from Mrs. McKnight that is always so comprehensive and thorough, from Mr. Carnevale asking this board to allow the town to hire a contractor to complete the job. He has also seen the quote for \$56,000.00 to \$55,000.00 to do the completion of the job. He does not see how this could happen on a public works bid, with actually no bid, with at least three alternates, that he cannot even understand. It seems like some of the work is off scope from the original bonded work and some of it seems to be rehabilitation work. Mr. Ivester who is a contractor or Mr. Ogren can speak to that issue better than he can. He is not going to call it a scare tactic because he does believe that Mr. Carnevale means what he says.

Mr. Hayden stated that Mr. Carnevale wants to get the street re-built and Mr. Bruno and Mr. Ivester knew about this since 2013. Every year they have been reminded, the last being this past March and it took until October to get the easement and plans.

Mrs. McKnight stated that the town did not need the easement for the cross-country work to take place and we were clear about that as long as there was an agreement between the private owner at 3 Charles Street and Mr. Bruno.

Mr. Bruno stated that Mrs. McKnight did offer a licensing agreement, but that agreement is very dangerous.

Mr. Hayden stated that he is not putting all the blame on Mr. Bruno; it's all together as a collaborative. They did not have total plans until the middle of summer.

Mrs. McKnight stated that they never received the revised plan from Mr. Ogren and Mr. Carnevale finally told her that it was okay to go ahead with construction without the plan that contained all of his requested revisions, as long as they were shown on the as-built plan.

Mr. Peter Ogren of Hayes Engineering stated that they have had a plan since the subdivision was approved, as to what was agreed to originally which was to replace the drain.

Mr. Hayden stated that it was never shown on the plans and was never in the original easement.

Mr. Ogren stated that the pipe was never in the original easement.

Mr. Hayden stated that it was always wrong except until push comes to shove when the contractor is going to do the work, they find out what is going to happen and it can't be done, and this was in 2013.

Mr. Ogren asked who said they could not do the work.

Mr. Hayden stated they could not put it where the easement was, which was not where it had been drawn, and originally they did not see all that information.

Mr. Ogren stated that they drew it where the pipe was constructed and he realizes that the pipe was not constructed in the easement and that was shown on the original plan.

Mr. Hayden stated that he will have to recheck the plans and because it could not be found on the original plans and this caused a hold up for everyone. They then had to secure an easement and dissolve an easement which was not a big deal but it had to get done and it took time. Other things happened, such as, not being able to get in the ground because there was no insurance from Mr. Ivester and that took approximately two months and now winter is coming. The town allowed the Mr. Ivester to work in the ground, in November and from what he understands Mr. Ivester has worked in this town for many years and he should know that work on roads stop November 15th.

Mr. Ivester stated that the stop work for roads is December 1st.

Mr. Hayden stated that they allowed this project to go into January and there was no work done until the rainstorm. There was also an issue with Christmas vacation because there were no inspectors working that week. He heard that Mr. Ivester had 10 weeks to work and it was not completed. He does not lay drain pipe but he does do other things and when you have a street in the daylight is until 4:00pm which is when you should be closing up the job for the day and Mr. Ivester does not show up for the job until 10:00am and our third party engineer is looking for him and there is no schedule, it just does not make any sense.

Mr. Ivester stated that he is not disagreeing, but there were some delays in November because they had some other jobs that were going on and were trying to finish. He is at fault as far as dealing with help.

Mr. Hayden stated that if you do not have the workers you bring in someone else in to get the job done, he had two months.

Mr. Ivester stated that it took Mr. Carnevale 10 to 12 months to get permits and he had to wait for the water permit.

Mr. Hayden stated that they are not talking about the water permit. Mr. Ivester should have been in the ground when the easement was satisfied, which was the beginning of October.

Mr. Ivester stated that it was bonded at the end of October.

Mr. Hayden stated that it was available at the end of October, but Mr. Ivester was not.

Mr. Ivester stated that he was waiting for the poles to be moved, to put the pipe in the easement. The poles were not moved until December 15th and they started in the beginning of the summer. Once the poles were moved he had a clear shot to put the pipe in the easement.

Mr. Hayden stated that they should have started in March. Mr. Ivester knew that this road was going to be closed down.

Mr. Ivester stated that he does not understand how he can be back-charged 60 days after the fact. He never received a written warning for anything.

Mr. Hayden asked what the back-charges were for.

Mr. Ivester stated that he assumes it is for inspections, because there was no equipment brought to the job and he fixed all of the water services.

Mr. Hayden asked if there were people there to be sure that the job got done properly was the service interrupted without a 48 hour notice.

Mr. Ivester stated that he had to move the service anyway.

Mr. Hayden stated that was prior and then Mr. Ivester broke the line.

Mr. Ivester stated that was the first thing that he did.

Mr. Hayden stated that is correct, but how many other times was the line broken. Was there ever any hand digging around the water line.

Mr. Ivester stated yes there was hand digging.

Mr. Hayden stated that the water lines looked like it was ripped out with a machine.

Mr. Ivester showed a picture and stated that the picture shows that it was not ripped out. There are also three other services on the street that the town came in and changed. He uncovered the service and it was leaking, buried in ledge, not to spec and not to the minimum

of 4' of cover, it is over the top of the drain. It is in the way of the drain line so he had to interrupt service to move it.

Mr. Hayden stated that there were water breaks.

Mr. Ivester stated that there were water breaks. He could not unbury the pipe because it was covered in garbage.

Mr. Hayden stated that any road in this town or surrounding towns built in the 1950s is going to be built that way and Mr. Ivester should have known this.

Mr. Mr. Ivester stated that it was in the same path as the 36" pipe.

Mr. Hayden stated that he does not want to argue the water issues. The water department went out to the site and this is the billing for the manpower that they had to send out to be sure that it was being done correctly which shouldn't have been issues that had to be repaired and shutting down without their knowledge.

Mr. Ivester stated that they were coming out anyway. He had to get it out of the way of the pipe and then lower the other one. He does not understand why he is getting back charged for something that they were changing out anyway, he gladly did it for them. He uncovered it and got it ready. Why did he need six people watching him?

Mr. Hayden stated that Mr. Ivester should have spoken to those people when it first came up.

Mr. Ivester stated that he did not realize this until January 13th.

Mr. Hayden stated that it is now February 2nd and Mr. Carnevale was here at the last meeting.

Mr. Hayden stated that the next issue is the billing for the water system. All he knows that he was told that there were emergency repairs, people had to go because of broken water lines, the system had to be shut off without notice. This is something that has to be dealt with the DPW, not the CPC. The board is going to make a vote tonight on leveraging the bond to cover those costs because those workers were out there on that job and they were not scheduled to be out there and had to be pulled from other work to be there.

Mr. Ivester stated that there is no communication between him and Mr. Carnevale. He finds out all this, after the fact, that there is a big issue. He does not have a single letter saying that Mr. Carnevale had issues.

Attorney Gill asked if they are talking about the same subject matter that they spoke about at the last meeting.

Mr. Hayden stated yes.

Attorney Gill stated that he knows that the board is aware of Mr. Bruno's position. We want to move forward with this project. If moving forward with this project means that this board is going to vote to make a claim on the bond/deposit, they could protest it, but there is really not much that they can do.

Mr. Hayden stated that Mr. Bruno could just pay it, or it will be taken from the bond. It is outstanding right now and from what he has read, until the outstanding bill is paid, Mr. Carnevale is not going to allow any work to be done.

Attorney Gill stated that he did receive Mrs. McKnight's email stating that she had not received an updated invoice.

Mrs. McKnight stated that they did not have the invoices for the emergency work that was done by Mr. Zannelli and it would not be fair to vote until they have all of the final invoices.

Attorney Gill stated that perhaps it is not an appropriate point, but this is where the rubber is going to meet the road. He has seen Mr. Zannelli's \$55,000.00 dollar proposal to complete the job, but from what he has been told from professionals, who know this stuff because he doesn't. It is from here to the moon, it is from here to Jupiter in regard to the price and this is where his concern really lies.

Mr. Hayden stated that he is not an expert on this and was going to speak to Mr. Carnevale, but did not have a chance to do so. The board is not involved in this right now and need to remember that the rate that Mr. Bruno pays for contracting later and the rate that Mr. Ivester charges for construction with a private party and construction with a town are driven differently.

Attorney Gill stated that he saw \$80.00 dollars an hour for labor.

Mr. Hayden stated that he does not know their labor rates.

Mr. Bruno stated that what they are trying to get at is that the board wanted him to have something ready to go this evening. There has been some miscommunication and he did not find out about it until Friday from Mrs. McKnight.

Mr. Hayden stated that if Mr. Bruno can get a certified person to do all that work, close it up and complete it properly. Basically, Mr. Carnevale was saying that you are there, make your measurements, and do whatever you think is necessary to come up with an estimate to complete the job. There is a quote on Mr. Carnevale's desk, he has not accepted it and is unsure if he can accept it.

Mr. Bruno stated that he was wondering where the two other bids are, since it is subject to two separate bids.

Mrs. McKnight stated that this is a different situation and does not require three bids

Mr. Bruno stated that he does not want to go through the process. He would just like the ability to comply with what the board wants him to do.

Mr. Hayden stated that is fine with the board. All he needs to do is set up a meeting with the contractor, Mr. Carnevale and himself.

Mr. Bruno stated that Mr. Carnevale has refused to speak to him.

Mrs. McKnight stated that she will speak to Mr. Carnevale tomorrow and let him know that there are questions that Mr. Bruno needs answered to proceed with an alternative plan for getting this work done.

Mr. Ogren stated that the original design was agreed upon with engineering and DPW, at that time. Mr. Carnevale was not working for the town at the time and it was decided that that was the way to go. He does not know why the decision was made to put it to the middle of the road, he was not privy to that and was not at that meeting. The reason that they wanted to go in the route of the old drain is because they were essentially on the same fault line and thought they would be avoiding ledge because they know that there is ledge in the area. So, for Mr. Carnevale to say that the original design was all screwed up, that was agreed upon by all parties involved, that that would be the easier way to do it and he does not know if it has been proven that that was the easier way to do it. In regard to the phone pole, when he did finally meet with Mr. Carnevale on it, he did not want to do it that way because they always have a problem getting phone poles moved. They had a problem getting phone poles moved with this construction, but for whatever reason, it was decided by Dick, predominantly, that that was the way the drain would be designed. He doesn't know if anybody has any information, if they have, they certainly haven't shared it with him, that the original design was not on what was agreed upon with town/DPW at the time, that there was an easier way to do it.

Mrs. McKnight stated that she does not think that it was Mr. Carnevale's idea to put it down the middle of the road; it was suggested to him by Mr. Bruno.

Mr. Bruno stated that he attended a meeting with Mr. Ivester, Mr. Giangrande of DCI, Mr. Carnevale and Town Engineer, Mr. Mike Soraghan. Mr. Carnevale was complaining about replacing the existing walls, trees, lawns, ect. So he suggested putting it down the middle of the road.

Mr. Hayden asked Mr. Giangrande if he attended this meeting and if so, did he remember this issue.

Mr. Giangrande stated that he remembers it very well. The discussion was predominantly regarding the utility pole and how it would be supported, because adjacent to the pole is a wall between the Doyle and Enright properties that would have to be supported or removed and replaced. There would also have to be some rights of entry or easements garnered to actually put it in the sidewalk the way it was designed. He believes that everyone felt that it was prudent to look at an alternative, which would be down the center of the road.

Mr. Hayden stated that if the work continues the new contractor will need to contact Mr. Giangrande when inspections are needed. He will also need to submit a construction schedule to the planning department and Mr. Giangrande.

Attorney Gill asked if Mr. Carnevale is on the same page as the board.

Mr. Hayden stated that he believes that Mr. Carnevale would like the work done by the spring.

Mr. Bruno stated that he will be on site every day to be sure that the work is being completed.

Attorney Gill stated that he does not want to see Mr. Bruno buried with these exorbitant invoices and he is also concerned with the invoice that Mr. Zannelli submitted for 32 hours of work.

Mr. Hayden stated that there was never a completion date put on the subdivision approval, which is usually done.

Mrs. McKnight stated that there is a letter from Mr. Bruno asking that it be confirmed that there is no expiration date on the Conditional Approval. After several years of construction this board is considering whether to formally modify the decision, which would involve advertising a public hearing to add a reasonable time frame.

Mr. Hayden stated that when this subdivision was originally approved Mr. Bruno stated that he would complete the subdivision within two years and then he got sued.

Mrs. McKnight stated that there was a date given on the application for two years and if she had been working for the planning department at the time of Mr. Bruno's inquiry, she would not have given him the answer that there was no expiration, so she does not believe that it is unreasonable for this board to consider doing a public hearing to formally modify the timeline.

Mr. Hayden stated that once the court case had been settled Mr. Bruno was then faced with a bad economy and then Governor Patrick Duval signed into law that any permit should be extended by two years and then signed another law adding two more years. The board did not have a problem with these laws, but since then it has been approximately three more years and the board would like to have this project completed.

Mr. Bruno stated that he would like to avoid another public hearing and wanted to know if he volunteered to accept a completion date this evening.

Mr. Hayden stated that the board needs to have a way to hold Mr. Bruno accountable to the end date. He asked if this was a minor or major modification.

Mrs. McKnight stated that she does not believe that it would be enforceable, but if the board is comfortable making an agreement, they could do so. If not, this modification would need to be considered as public hearing and would need to be advertised and notify abutters. It would also be appealable.

Attorney Gill asked who would be able to appeal the decision.

Mrs. McKnight stated that anybody could appeal.

Mr. Hayden stated that it would be the time frame, not the subdivision that would be appealable. He believes that they need to do this and the cost would be covered by the planning board.

Attorney Gill asked what the time frame would be.

Mrs. McKnight stated that the planning department would need three weeks before the date of the public hearing to advertise. If the subdivision was to be completed before that there would be no need for a public hearing.

Mr. Hayden stated that this not stop them from working in the subdivision.

Mrs. Romeo moved, seconded by Mr. Bellavance and voted 4-0: (Mr. Pearce absent)

that the Community Planning Commission vote to reimburse the DPW in the amount of \$5,374.10 for DPW labor to fix damage caused to the town's water system by the developer for the Charles Street Ext. subdivision. The amount of \$5,374.10 will be taken from the bond posted as surety for the off-site work in Charles Street, unless the developer chooses to reimburse DPW directly, such reimbursement to be completed by February 19, 2016.

Michael Eastman of 2 Charles Street stated that he has lived at this address for 38 years. He has gone through some major storms in this area. In 1980 a 100 year storm brought 13 inches of rain and other storms bringing 11, 5 and 4 inches. His home has always been dry. On January 10th of this year there was 1.4 inches of rain. At 7:30 that Sunday evening his basement was flooded. He has listened to the discussion this evening and it has been a good discussion, but, he would like everyone to know that on January 13th the Town Administrator, Mr. Michael Gilleberto brought in another contractor. That contractor went about his work very methodically and like an engineer would do, did it properly. He made the temporary fixed and stabilized Charles Street. What is going on under Charles Street has yet to be fully defined. It is unfortunate that Mr. Pearce is not here because he is a member of the board that really understands Charles Street. When he moved into Charles Street as a youngster, two older gentlemen gave him the lessons on what to do when the overflow comes down from what you now call Charles Street Ext. Charles Street Ext. the way he sees it now is groundwater that is being discharged possibly by surface water. When the new subcontractor came in there, on his opinion, although he is not an expert, but he does have common sense and what the subcontractor did was a good job for the residents of Charles Street. He said it is stable, but the emergency is not over. He knows that the discussion has been about going into the spring and have been very fortunate with the good weather. He has witnessed 3' of frost, in the adjacent area of Charles Street to the Charles Street Ext. He has seen workers busting their backsides trying to get through that frost to make a fix on a piece of pipe that was left on the border. His feeling is that the easement going across 3 Charles Street is going to be saving that street if that work is done just as soon as possible. Two weeks have been completely wasted for Mr. Bruno not to come through with an alternate plan. It has not been presented tonight now have to wait another two weeks to hear anything more. He thinks that if they get to the spring without any flooding they will be very lucky. He is urging the board to please consider continuing with the subcontractor who has done a fine, excellent job, in his opinion to continue the easement. There is a 36" line going into an 18 inch, the ratio is 4 to 1, you cannot put a 40 lb. into a 10 lb. bag. Something is going to happen. On January 10th he saw what could have been a large sink hole in the middle of Charles Street, because that water running through the 18" line was never properly back-filled, so since December when that line was not properly addressed water has been coming off of that extension and ejecting itself under the 18" line and running into the subsurface of Charles Street. He does urge the board to get someone in there now, don't wait a couple of months. Mr. Bruno is worried about paying the \$5,500.00 now, but if something should happen to his home, Mr. Bruno will need to put a 4 in front of that amount. He is concerned that we have not seen the worst of the rainfall yet. This extension has to be taken care of and properly tied into Charles Street. It used to be a nice street. RMLD comes down, digs a whole and smashes his neighbor's pipe that is attached to the sump pump and nobody fixed it and instead of one tree standing there carrying a few wires, there were two. It was unsightly, what have we come to a third world country. The water feed line to his house was broken twice, all he said was get it fixed. The town came in and did a quick job of fixing it. There was a violent shaking in his house when the line was broken. The very first thing he did on January 10th was look for a broken pipe near the water meter, he saw nothing. All of sudden

someone comes along and interferes into his life. This has not done his wife a lot of good. That Sunday night he was up all night using a wet and dry to clean up the water. Why do we have to wait two weeks, can't we have proactive action. He has not had anyone call him to say that they are sorry for the distress they have caused him.

3 Wren Circle – Definitive Subdivision

Mr. Hayden asked if the owners of the subdivision liked the name Sparrow Lane that they came up with.

Mr. Michael O'Neill of Consulting Engineer Services stated that they did not like the name. They would prefer to have it called O'Keefe Way, because there is a history to it.

Mrs. Romeo asked who O'Keefe was.

Mr. O'Neill stated that the mother lived on the property.

Mr. Hayden stated that O'Keefe it not a name that has been known in town. They like to have a name that is at least 100 years or older.

Mrs. McKnight stated that Mrs. Romeo preferred to save the names that are on the list for larger roads. Is it possible for the Historical Commission to find more names?

Mr. Hayden asked if there were easements for the water.

Mr. O'Neill stated that he has requested that they be incorporated into the subdivision plans.

Mrs. McKnight stated that an easement document should also be created.

Mr. O'Neill stated that Mr. Marino would like to request a waiver from Item #5 (Inspections shall be performed by the Community Planning Commission's inspection agents at the applicants expense. He would prefer to have his own engineer on site.

Mr. Hayden stated that the board will not grant this waiver.

Mrs. McKnight stated that it is a one lot subdivision and they usually ask the Town Engineer, Mr. Soraghan to do the inspections.

Mrs. Romeo moved, seconded by Mr. Veno and voted 4-0: (Mr. Pearce absent)

that the Community Planning Commission vote to approve the plan entitled, "3 Wren Circle, Definitive Subdivision, North Reading, Massachusetts"; dated October 12, 2015,

revised October 30, 2015, January 8, 2016 and February 2, 2016; drawn by Michael G. O'Neill, P.P.E., Consulting Engineer Services. Subject to the terms and the conditions of the Certificate of Conditional Approval dated February 2, 2016 as amended this evening.

Minutes

Mrs. Romeo moved, seconded by Mr. Bellavance and voted 4-0: (Mr. Pearce absent)

that the Community Planning Commission vote to accept the minutes of January 19, 2016 as written.

Planner Update

Town Meeting Warrant

Mrs. McKnight stated that the Town Meeting Warrant for June 2016 is closing on March 21st 2016. She and Mr. Hayden were discussing one possible Article that the board may be proposing. The proposal would be for the town to adopt a specific part of the Subdivision Control Law that allows planning boards to use bond funds from subdivisions without having to get a specific appropriation from Town Meeting – it would only require approval from the Board of Selectmen. The consensus of the CPC was for Mrs. McKnight to draft and submit the appropriate article.

In addition, to the Subdivision Control Law, if there is anything else that the board would like to address it should be done before the closing date. She knows that the board is interested in doing a Master Plan update, transportation study and housing study which would be setting the framework for the Master Plan

Mr. Hayden stated that they should probably wait for the October Town meeting, this way they will know if there is any extra money.

Mrs. McKnight stated that it would be good if they could do a couple of significant chapters over the year.

Mr. Hayden stated that she should probably mention it to the Town Administrator, Mike Gilleberto and the Finance Director, Ms. Elizabeth Rourke.

Rahnden Terrace – Street Acceptance

Mrs. McKnight stated that the proper procedure for street acceptance is to have the following items submitted to the planning department before Town Meeting: street acceptance plans, as-built plans and documents. When a street is going to be accepted the owner/developer

needs to be sure that they acquire any necessary easements from abutters within 120 days of the Town Meeting vote or the Town Meeting vote is not valid

Mr. Hayden stated that the developer has his attorney do all of this work because they know what to do.

Mrs. McKnight stated that a private way that has existed for a long time that has abutters, it needs to be assumed that those abutters have an interest in that private way, and so an easement should be given to every one of them in order to make the acceptance valid. The developer did not know this either. Also, in a subdivision way the town is only accepting that portion that the developer has built. In the case of Rahnden Terrace, there is a portion that the developer built and then there is the rest of Rahnden Terrace that was there before and the town accepted the whole thing. So, not only did the town accept a new subdivision way, but accepted an old way, that had abutters and the developer did not give the planning department all of the easements that were needed, and she and the developer did not know at the time that they were needed. So, the developer's attorney just gave all of the documents that the planning department requested. After Town Meeting she contacted the attorney to ask if all of the documents had been recorded and he told her that they were having issues with Land Court, because Land Court needs to have the Town say that in accepting the portion of this part of Rahnden Terrace the town was also accepting the lots on the Land Court plan that make up Rahnden Terrace. He told her that the town needs to draft some acceptances saying that the town accepted these lots and the Board of Selectmen need to sign it. She had Town Counsel review it explained the requirement for the additional easements and that the developer needs to tell the planning department who has rights on that way and get easements from these abutters. It took the town a while to receive all the appropriate documentation from the developer. Today at 3:00pm she received two easements for Benevento and a builder. She was told that the 3rd abutter is in foreclosure and getting an easement for the property in foreclosure is not going to be easy because no one lives at the address and there is no contact information for this owner. She called Attorney Eichman and asked him if he was positive that this party had rights to this way and he said no, it's was up to the developer to do the title search to determine if they had rights to the way. So, she called the developer's attorney and asked him if he was sure and he said that he was not because they did not do a full title search and they are now in the process of doing this. If it turns out these abutters did have a right in the way then the Town Meeting acceptance is not valid and it will have to be taken it again, if the town wants to accept it. If the title search shows that they are totally free and clear of any interest in that private way then no easement is needed from them and the acceptance would be valid. The Board of Selectmen has to accept these easements; it is not like a utility easement.

Swan Pond Road

Mrs. McKnight stated that Swan Pond Road's acceptance is complete. They thought that they needed an easement from the Housing Authority but were able to prove that they were not a direct abutter.

Annual Report

Mrs. McKnight stated that the Annual Report is due February 29th, she will send the draft to Chris Hayden and Bill Bellavance for review.

Planning Administrator's Review

Mrs. McKnight stated that her annual review is due at the end of February.

Mr. Hayden stated that the Town Charter states that the review is to be done by the present and past chairperson, but Dan Mills, who was the past chairperson is no longer on the board, so it will be done by the chair and vice chairperson.

144 Main Street

Mrs. McKnight stated that she has heard back from Mr. Peter Piantidosi, manager of 142 & 144 Main Street Realty, but has not responded because she would like some guidance from the board.

Mr. Bellavance stated that this has been going on for a while; the board is not against what Mr. Piantidosi is doing we just need a plan. The board has approved this Site Plan Review that he has not abided by since day one and to him it feels like he is trying to undermine the board. He is proving that someone can come to the town to get approval, but then do whatever they want.

Mr. Hayden stated that the six vehicles are supposed to be on the right side of the property. They have to be on that property because the use is grandfathered.

Mr. Veno stated that he has noticed that the vehicles are not where they are supposed to be according to the approved plan.

Mr. Hayden stated that he and Mrs. McKnight spoke to Mr. Piantidosi two months ago and told him that they needed a plan and before that meeting he was told several times. The building inspector agrees with this board's decision. He believes that it is time to force him to put the vehicles where they are supposed to be and then make him file.

Mrs. McKnight stated that it would be easy for her to say to Mr. Piantidosi that the board doesn't care where he parks the vehicles, just show it on a plan. But she believes that if he gives her a plan that shows the parking spaces striped out where he has the vehicles today, will the board consider because if the answer is no she wants to tell him.

Mr. Hayden stated that Mr. Piantidosi would need to come in for a modification the board will not change it until after that.

Mrs. McKnight stated that she understands, but if Mr. Piantidosi comes in with a modification showing the spaces striped the way he has them on the lot, will the board consider approving.

Mr. Veno stated that he does not have a problem with the way Mrs. Piantidosi has the current vehicles, which are three on the right, two on the left, up front and one in the back.

Mr. Hayden stated that he does not like the space in the back because it blocks access to the gate and trailer/office.

Mr. Veno stated if he wants to block his own access why the board cares.

Mr. Hayden stated that the board is trying to be sure that it has safe and adequate access. He is not even sure if the office is handicap accessible.

Mr. Bellavance stated that he would like to have the plan showing the vehicles in the spaces that were approved, two on the left, four on the right and a snow plan.

The consensus of the board is to have two on the left and four on the right, but Mr. Piantidosi needs to understand that until he has an approved plan, the board will ask the building inspector to start fining him.

Mrs. McKnight stated that the letter she sent to Mr. Piantidosi asking him to comply within 14 days of receipt of the letter, however, she did state in the letter that if he did not comply he would be hearing from the building inspector and would be fined.

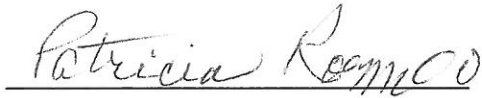
Complete Street Policy

Mrs. McKnight stated that funds are going to become available for construction in the coming year and towns are going to have to meet certain requirements. She wanted to know if the board would like to work with the DPW to put together to a Complete Street Policy. The town would be eligible for a \$50,000.00 in technical assistance planning and \$400,000.00 in construction. The town could potentially do a nice sidewalk project that would be complete streets related pedestrians. The Town Engineer, Mr. Michael Soraghan attended a training that is required and she is going in two weeks. A lot of towns have been afraid of the street policy

because think that it means that whenever you touch or construct anything you automatically have to put sidewalks and bike lanes and sometimes that is cost prohibitive, but the people from Baystate Roads who are administering this, have said that is really not the case. If a town can craft a good Complete Street's Policy that the town can afford to does not necessarily tie up funds that the town does not have.

Adjournment at 10:00PM

Respectfully submitted,

A handwritten signature in cursive script that reads "Patricia Romeo". The signature is written in dark ink and is positioned above a horizontal line.

Patricia Romeo, Clerk