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(1928-1999)  
  
(of Counsel)  
KENNETH H. ZIMBLE, P.C.

July 28, 2017

Waltham City Council  
c/o City Clerk  
City of Waltham  
610 Main Street  
City Hall 2<sup>nd</sup> Floor  
Waltham, MA 02452

RE: Renewed Request for Taking of the Stigmatine Property

Dear Councilors:

The Stigmatines urge the Council to affirm their prior vote to reject an eminent domain taking of the Stigmatine Property.

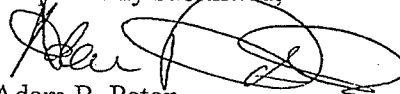
The Stigmatines are stunned that this issue has been put forward again after it, finally, seemed to be over. They have no desire to be in a dispute with the City or the Mayor, they just want to be left alone to practice their ministry.

Nothing has changed on the Stigmatine side; the land is not for sale and there are no plans to develop the property.

From the City's side, however, there have been significant changes. The Mayor has presented a distorted and false narrative to the School Committee regarding the history of her negotiations with the Stigmatines. She has also alleged tortious interference by the Stigmatines, their counsel and by City Councilors, all leading the School Committee to believe that an eminent domain taking of the Stigmatine site is both just and the only option for a new high school.

I attach a letter I sent yesterday to the City's legal department objecting to the statements being made by the Mayor and the City Solicitor.

Respectfully submitted,

  
Adam B. Paton

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July 27, 2017

VIA EMAIL: [jcervone@city.waltham.ma.us](mailto:jcervone@city.waltham.ma.us)  
John B. Cervone, City Solicitor  
City of Waltham Law Department  
119 School Street  
Waltham, Massachusetts 02451

Re: Stigmatine property - 554 Lexington Street, Waltham, MA

Dear Attorney Cervone:

The Mayor's campaign of disinformation and fear mongering must stop. The Mayor's latest efforts to return attention to the Stigmatine site for the high school is based upon a false narrative and the Stigmatines will not sit back and allow the Mayor to orchestrate this bad faith attempt to sway the City Council.

The Mayor and her counsel, you and Attorney Azadi, are not being straight with the City Council, the School Committee, or the citizens of Waltham. And, the City continues to slander and damage the Stigmatines in an effort to gain leverage. On a personal level, I have now been personally slandered by the School Committee member Margaret Donnelley, who called me "unethical, insincere and dishonest" in an open meeting. Let me be clear that I find that very irritating and I am considering my legal options.

The Memorandum of Agreement dated May 11, 2016 (MOU) has as one its Recitals:

"D. The City and the Stigmatines are entering into this Agreement **in order to explore whether** a mutually acceptable purchase and sale agreement between the parties regarding the Stigmatine Land **can be negotiated.**" (emphasis added).

The MOU was not an agreement to sell the property to the City; it was an agreement to explore whether we could negotiate a purchase and sale agreement.

On June 16, 2016, the Mayor met with Atlantic Management. At the meeting, the Mayor informed Atlantic Management that the City was "definitely" taking the property if a friendly sale could not be arranged. She informed Atlantic Management that she intended to call Fr. White to "make crystal clear" that there was no turning back and that she was proceeding either on a "friendly taking" basis or an "adversarial taking" basis. Later that same day, the Mayor called Fr. White. Fr. White stated that the Stigmatines would like to work with the City if that was practical for them. He explained that his superiors were very reluctant to sell the property. The Mayor responded that she was determined to take the property regardless.

John B. Cervone, City Solicitor  
July 27, 2017  
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The Stigmatines negotiated with the City in good faith to work up the non-binding bullet terms, which were subject to Rome's approval. Rome rejected the proposal. In response to my communicating Rome's rejection of the bullet terms, on October 14, 2016, Attorney Azadi emailed me and stated:

"I did want to let you know that the Mayor had been given authority for a taking in the event the bullet terms were not acceptable to the Stigmatines. In light of your e-mail, please be advised that the Mayor will update the City Council accordingly at its next available meeting prior to proceeding to secure funding for a taking."

As we now understand, this email was a misrepresentation of the Mayor's authority and the City's position. The Mayor never had authority for a taking and she attempted to use that threat to leverage the Stigmatines into accepting a sale.

Fr. White and I met with Attorney Azadi and the Mayor on Friday, October 21, 2016, where the Mayor stated that "we can do this the easy way or the hard way", referring to a sale versus a taking. It was at this meeting where the Mayor stated that if the City was to take the land the Stigmatines could not lease back any portion of the land and would have to leave immediately. The Mayor further insisted that the Stigmatines had to accept the bullet terms, within 1 week, by Friday, October 28, 2016, in order to avoid her moving forward with the taking. After the meeting, I emailed Attorney Azadi to confirm, in writing, what the Mayor had stated. I received no immediate response from Attorney Azadi and I renewed my request for confirmation on October 24, 2016. Finally, on October 25, 2016, Attorney Azadi emailed me and stated

"I can confirm that the Mayor has given the Stigmatines until this Friday, October 28, 2016 to respond with an agreement to sell the entire property on the terms and conditions of the bullet point list or she will move forward with a taking of the entire property. If the City takes the property, the Stigmatines cannot remain beyond the statutory requirements unless otherwise agreed to by the parties."

It was also at this meeting where I stated that I would fight a taking and that the Stigmatines were not going to be put out of business on my watch. I told the Mayor if she proceeded with a taking she would be turning out the lights on Fr. Bob Masciocchi's life's work. John, you have misstated what I said in this regard before the Committee of the Whole on May 15, 2017, where you claimed that I said the property would never be sold on my watch. That was not accurate.

The Mayor presented the Stigmatines with a "devil's choice": Accept a sale in order to stay or face a taking and immediate ejection. In spite of the Mayor's threat to the Stigmatines, she continues to insist publically that there was a legal agreement between the Stigmatines and the City that was breached by the Stigmatines. The MOU was intended to explore whether a deal could be made with the City, it did not commit the Stigmatines to sell the property. When the Mayor refused to accept Rome's rejection and she threatened a taking and expulsion unless the Stigmatines capitulated, that was bad faith by the City and a breach of the MOU. Once this

threat was made by the Mayor it set off a series of efforts to stop the taking, some organized by leadership and some, unsanctioned. This was understandable, from my perspective, in light of the grave threat faced by the Stigmatines. I heard from one Stigmatine supporter that the Mayor told her not to contact any of the Stigmatine leadership about the property and that to do so would be illegal. The fight was on.

Another falsehood being put forward by the Mayor is her statement the “Stigmatines were always going to be provided for” and that she never threatened to throw them out. Obviously, this is complete fantasy on her part and an attempt to back away from her prior actions described above. See also my email to you, dated December 20, 2016, wherein I stated:

“I have not heard from you either since our meeting. I was expecting a letter from you giving the Stigmatines some indication that the imminent ouster that Pat and the Mayor had threatened was not the present posture of the City. As I suggested, approaching the Stigmatines with a “gun to their heads” was not the way to approach this. I left the meeting believing you had agreed to provide such a letter.”

You never provided the letter or indicated to me in any other way that that was not the City’s position. You can imagine my surprise, then, when you stated before the Committee of the Whole on May 15, 2017, in response to Councilor McLaughlin’s question, that you “did not recall” the City ever threatening the Stigmatines with ejectment. John, I believe that was deliberately misleading.

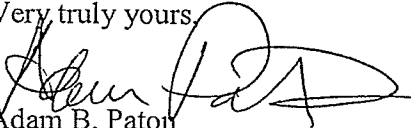
Yet, another falsehood continually pressed by the Mayor and Counsel is that it was upon my entering on the scene that somehow this deal was sent “sideways.” I have been involved throughout this process as counsel to the Stigmatines. I only entered the negotiations with the City when the threat was made to take the land if the Stigmatines did not accept the bullet terms. Up until then, it was Atlantic Management whose job it was to work with the City to bring an offer to the Stigmatines. Reimer and Braunstein were not the Stigmatines’ lawyer, they represented Atlantic Management under the MOU.

The Mayor says she does not trust the Stigmatines and she continues to inflame citizens by insisting that the Stigmatines have development plans for their property. They don’t. The Mayor demonizes the Stigmatines by saying they would not even give a right of first refusal to the City and they refuse to share their appraisal with the City. The appraisal issue is a complete “red herring.” The Stigmatines have never said they are looking for a particular price, the appraisal was undertaken in response to what the Stigmatines believed was going to be a forced sale in order for them to remain on the land. We had the City’s number, but wanted to make an informed decision on price if we were forced to accept a sale. Ultimately, it was not needed, because the Mayor moved forward with her taking request when the latest extension of the MOU expired, without any notice to the Stigmatines or their counsel. Similarly, the right of first refusal issue is only being raised to cast doubt and suspicion on the Stigmatines. It was you, John, who advised the Committee of the Whole on June 15, 2017, that the City could “take the land in fee simple” if the Stigmatines tried to sell the land for development. So, based upon your own legal advice to the City, there does not appear to be a bona fide issue here, only something more to use to paint the Stigmatines in a negative light.

John B. Cervone, City Solicitor  
July 27, 2017  
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I understand that this matter is now in the hands of the School Committee, and they will approach the City Council to reopen the eminent domain action. It is my further understanding that the Mayor is not involved in this process, other than to support the School Committee. So, it seems I must take my fight to the City Council and the School Committee, but I implore you and the Mayor to stop spreading misleading and inflammatory information.

Very truly yours,



Adam B. Paton

cc: Fr. Robert S. White, C.S.S.  
Patricia Azadi, Esq.

## Adam Paton

---

**From:** Azadi, Pat <pazadi@city.waltham.ma.us>  
**Sent:** Friday, October 14, 2016 2:46 PM  
**To:** Adam Paton  
**Subject:** RE: 554 Lexington Street, Waltham MA

Hi Adam,

Thank you for your e-mail responding to my inquiry. I did want to let you know that the Mayor had been given authority for a taking in the event the bullet terms were not acceptable to the Stigmatines. In light of your e-mail, please be advised that the Mayor will update the City Council accordingly at its next available meeting prior to proceeding to secure funding for a taking.

Regards,  
Pat Azadi

---

**From:** Adam Paton [<mailto:apaton@zimbret.com>]  
**Sent:** Friday, October 14, 2016 10:58 AM  
**To:** Azadi, Pat <pazadi@city.waltham.ma.us>  
**Subject:** RE: 554 Lexington Street, Waltham MA

Hello Pat,

The Stigmatine Fathers have not agreed to accept the offer of the City to proceed with a sale in accordance with the bullet points identified in the ("non-binding") memo provided at the last meeting of Atlantic with the Mayor. We will advise you if this should change or if the Stigmatine Fathers wish to present a counter-offer.

Yes, I have shared the appraisal with Atlantic Management, after having secured the requested non-disclosure/confidentiality agreements.

Sincerely,

Adam Paton

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## Adam Paton

---

**From:** Azadi, Pat <pazadi@city.waltham.ma.us>  
**Sent:** Tuesday, October 25, 2016 12:52 PM  
**To:** Adam Paton  
**Subject:** RE: Stigmatine Property

Hi Adam,

I can confirm that the Mayor has given the Stigmatines until this Friday, October 28, 2016 to respond with an agreement to sell the entire property on the terms and conditions of the bullet point list or she will move forward with a taking of the entire property. If the City takes the property, the Stigmatines cannot remain beyond the statutory requirements unless otherwise agreed to by the parties.

Sincerely,  
Pat Azadi

---

**From:** Adam Paton [mailto:apaton@zimbret.com]  
**Sent:** Friday, October 21, 2016 5:57 PM  
**To:** Azadi, Pat  
**Subject:** Re: Stigmatine Property

Hello Pat,

My client would like me to confirm with you what we discussed earlier today. The Mayor has given the Stigmatines 1 week from today, until 10/28/16, to respond with an agreement to sell the entire property on the terms and conditions of the bullet point list or she will move forward with a taking of the entire property. If the City takes the property, the Stigmatines cannot remain beyond the statutory requirements.

Please confirm or correct my understanding so that I may properly advise my client. Thank you.

Adam Paton

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**From:** "pazadi@city.waltham.ma.us" <pazadi@city.waltham.ma.us>  
**Date:** Friday, October 21, 2016 at 9:46 AM  
**To:** Adam Paton <[apaton@zimbret.com](mailto:apaton@zimbret.com)>  
**Subject:** FW: Stigmatine Property

## Adam Paton

---

**From:** Adam Paton  
**Sent:** Tuesday, December 20, 2016 3:15 PM  
**To:** 'Cervone, John'  
**Subject:** RE: Stigmatine Prop. ,Waltham: proposed acquisition

Hello John,

I received your fax and letter and have forwarded your request for a meeting with the authorized decision makers. I will let you know when I hear back, however it seems extremely unlikely anything can be set up before the Christmas holiday. The holiday is a rather big deal in my client's profession.

Your request for a meeting was somewhat surprising considering I could not have been clearer at our last meeting, and in prior correspondence, that we were requesting until the end of February to complete our due diligence and respond to the City. What is the significance of the approval of the loan authorization if there is no agreement in place to purchase the property? Perhaps you can advise me why that occurrence prompted your letter. I did hear Councilor Joe Vizard say, after the executive session, when he voted for the authorization, that he was voting for the purchase because there is a party who wants to sell. Therefore, I continue to question what the Mayor has told City Council and whether it is accurate.

I have not heard from you either since our meeting. I was expecting a letter from you giving the Stigmatines some indication that the imminent ouster that Pat and the Mayor had threatened was not the present posture of the City. As I suggested, approaching the Stigmatines with a "gun to their heads" was not the way to approach this. I left the meeting believing you had agreed to provide such a letter.

As I said, when I hear back from the decision makers I will advise accordingly.

Adam Paton

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Boston, MA 02110  
(P) 617-723-2222  
(F) 617-723-9811  
Email: [apaton@zimbret.com](mailto:apaton@zimbret.com)

---

**From:** Cervone, John [<mailto:jcervone@city.waltham.ma.us>]  
**Sent:** Tuesday, December 20, 2016 8:48 AM  
**To:** Adam Paton  
**Subject:** Stigmatine Prop. ,Waltham: proposed acquisition

Atty.Paton- pls see attached prior fax to you