



AGENDA – JUNE 29, 2010

INVOCATION ROLL CALL RECORDS

HEARING: NONE

COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

COMMUNICATIONS FROM CITY OFFICERS

- Pg. 1-2 Com. from Police Chief – Requesting a transfer of funds
- Pg. 3-20 Com. from Chairman, Conservation Commission – Submitting the conservation restriction for signature
- Pg. 21 Com. from Antonio Almeida, 38 Floral Street, Taunton – Requesting assistance for excessive speeding on Floral Street
- Pg. 22-24 Com. from Juanita Contreras Gallagher, 145 Winthrop St., Taunton – Requesting resolution

PETITIONS

The following are RENEWALS for Class II Licenses:

1. John's Auto Wheel located at 54 Cottage Street, Taunton

Billiard Table License

Petition submitted by Donald Cleary, Trustee, Taunton Lodge of Elks requesting a **RENEWAL** of their Billiard Table License located at 119 High St., Taunton. **(2 Tables)**

Petition submitted by William J. Sanft requesting a **RENEWAL** of his Billiard Table License –DBA- Willy J's Pub located at 599 Winthrop St., Taunton. **(1 Table)**

Second Hand Article License

Petition submitted by Matthew W. Zamora requesting a **NEW** Second Hand Article License –DBA- Minor Treasurers to be located at 96 High Street, Taunton to sell used household goods, electronics, etc.

Temporary Fixed Vendor License

Petition submitted by Paul Castigliero requesting a **RENEWAL** of his Temporary Fixed Vendor License –DBA- Fresh Seafood located at Hartshorn Field on Longmeadow Road, Taunton.

Petition submitted by Dawn McPhee requesting a **NEW** Temporary Fixed Vendors License –DBA- D-Dogs located at 122 Winter St., Taunton to sell hotdogs, hamburgers, chips and soda.

Old Gold License

Petition submitted by Lewis Pacheco requesting a **NEW** Old Gold License –DBA- Pacheco Jewelry located at 20 Taunton Green, Taunton.

Claim

Claim submitted by Alexi Reyes, 30 Highland St., Apt. 7-H, Taunton seeking reimbursement for damages to his automobile from hitting a manhole cover near 581 Somerset Ave., Taunton.

Miscellaneous

Site Plan Review submitted by Steve Molind, Tribe Mediterranean Foods, 110 Prince Henry Drive, Taunton to allow a 27,150 sq. ft. addition to the existing facility at 110 Prince Henry Drive located in the Industrial District. **(Public Hearing Required)**

COMMITTEE REPORTS

UNFINISHED BUSINESS

- **Executive Session** – Meet to discuss the Star Theater litigation and an update on Operation Cleanup

ORDERS, ORDINANCES AND ENROLLED BILLS

FY2011 Preliminary Budget for a second reading to be ordained on a roll call vote

FY11 Preliminary Budget - City of Taunton

	<u>Salary & Wages</u>	<u>Other Expenses</u>	<u>Capital Expenses</u>	<u>Total Budget</u>
General Government	\$ 2,738,734.65	\$ 1,902,642.22	\$ -	\$ 4,641,376.87
Public Safety	\$ 18,236,954.69	\$ 1,047,697.88	\$ 134,004.44	\$ 19,418,657.01
Education	\$ -	\$ 65,982,248.00	\$ -	\$ 65,982,248.00
Public Works/Facilities	\$ 2,851,358.14	\$ 8,297,030.06	\$ 231,016.23	\$ 11,379,404.43
Health/Citizen Services	\$ 1,320,850.63	\$ 895,176.00	\$ -	\$ 2,216,026.63
Culture & Recreation	\$ 1,599,987.29	\$ 638,662.00	\$ -	\$ 2,238,649.29
Debt & Interest	\$ -	\$ 10,524,195.71	\$ -	\$ 10,524,195.71
Miscellaneous	\$ -	\$ 9,041.80	\$ -	\$ 9,041.80
Employee Benefits	\$ 72,797.52	\$ 41,374,601.86	\$ -	\$ 41,447,399.38
Other Financing Uses	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
Enterprise Accounts	\$ 5,836,552.31	\$ 6,799,529.29	\$ 15,000.00	\$ 12,651,081.60
Total Budget	\$ 32,657,235.23	\$ 137,475,824.82	\$ 380,020.67	\$ 170,513,080.72

NEW BUSINESS

Respectfully submitted,



Rose Marie Blackwell
City Clerk



City of Taunton
Police Department
23 Summer Street
Taunton, Massachusetts 02780

Telephone: (508)821-1471
Facsimile: (508) 828-9315
www.tauntonpd.com

Edward J. Walsh
Chief of Police

Mayor Charles Crowley
Members of the Municipal Council

June 24, 2010

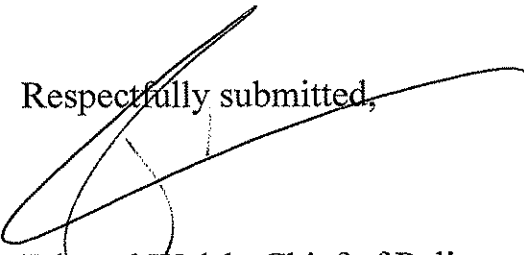
Dear Mayor Crowley and Councilors,

I respectfully request to transfer funds in the amount of: \$50,000.00

Please refer to the attached form(s).

If you should have any questions regarding the above, please feel free to call this office.

Respectfully submitted,



Edward Walsh, Chief of Police

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Council Order Transfer Request

Date: 06/24/10

Department Requesting: Police

Amount Requesting: \$50,000.00

Reason for Request: to pay for Training and Education & other FY 10 bills

Please list below the account number/name for the requested transfer.

If requesting monies from AVAILABLE funds check here:

Transfer From: 20-210-6008-5599

Name: Law Enforcement Trust

Beginning Balance: \$ 230287.93

Amount: \$ 50,000.00

Balance Remaining: \$ 180,287.93

Transfer To: 1-210-202-5588

Name: Training & Education

Beginning Balance: \$ 0

Amount: \$ 50,000.00

New Balance: \$ 50,000.00

Transfer From:

Name: _____

Beginning Balance: _____

Amount: _____

Balance Remaining: _____


Transfer To:

Name:

Beginning Balance:

Amount:

New Balance:

Department Head Signature: 

Title: Chief of Police

TO BE COMPLETED BY CLERK OF COUNCIL COMMITTEE:

Date Referred to Committee on Finance & Salaries:

The above request is hereby: Approved Denied

Available funds to be used (if requested):

If denied, reason for denial:

Council Order Number Assigned:

FOR THE COUNCIL ORDER TRANSFERS PLEASE FILL OUT THIS FORM WITH A FORMAL COVER LETTER REQUESTING THE TRANSFER AND SEND A COPY OF BOTH THE LETTER AND THIS FORM TO THE FOLLOWING:

City Clerk-Original
Mayor's Office

Clerk of Council Committee
City Auditor

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City of Taunton, Massachusetts

**CONSERVATION
COMMISSION**

*15 Summer Street
Annex Building
Taunton, Massachusetts 02780*

Phone 508-821-1095 Fax 508-821-1665
www.ci.taunton.ma.us

Conservation Commissioners

- Brian Marques, Chair*
- Neil Kelly, Vice Chair*
- Debbie Botellio*
- Renwick Chapman, PE*
- Ernest Enos*
- Marla Isaac*
- Steven Turner*

June 24, 2010

Honorable Mayor Charles Crowley
Members of the Municipal Council
15 Summer Street
Taunton, MA 02780

Dear Mayor and Councilors:

The Conservation Commission continues to work with staff from The Trustees of Reservations and The Nature Conservancy to complete the opening of the Westville Conservation Area located on North Walker Street.

The Conservation Commission has approved a plan for the parking area and The Trustees of Reservations will have a contractor secured by the time of the June 29, 2010 City Council meeting. A welcome sign for the property will also be completed shortly.

We respectfully request your signature on the conservation restriction (copy attached), which is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws. Per these chapters and sections, the City Council must sign the conservation restriction.

The conservation restriction has been reviewed and approved by the City Solicitor as well as reviewed and signed by the Taunton Conservation Commission.

The purpose of the conservation restriction is to assure the property will remain in its current condition in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition.

Sincerely,

Brian Marques, Chair
Taunton Conservation Commission

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CONSERVATION RESTRICTION

From City of Taunton, Massachusetts
to
The Trustees of Reservations

The City of Taunton, a Massachusetts municipal corporation in Bristol County, Massachusetts, acting by and through its Conservation Commission with offices at 15 Summer Street, Taunton, Massachusetts 02780 by authority of Massachusetts General Laws Chapter 40 Section 8C, being the sole owner, and its permitted successors and assigns, (hereinafter the "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grants with QUITCLAIM COVENANTS to The Trustees of Reservations, a Massachusetts charitable corporation established under Chapter 352 of the Acts of 1891 with an address of 572 Essex Street, Beverly, Massachusetts, 01915 and its permitted successors and assigns (hereinafter the "Grantee") for consideration of \$1, in perpetuity and exclusively for conservation purposes in accordance with and subject to the provisions of Article 97 of the Amendments to the Massachusetts Constitution, the following Conservation Restriction (hereinafter the "Conservation Restriction") on a parcel of land in Taunton, Bristol County, Massachusetts shown on a Plan entitled "Project Location North Walker Street, Taunton, Mass. (Bristol County) Prepared for The City of Taunton and The Trustees of Reservations dated April 8, 2010" consisting of a total of 54.14 acres, located in the City of Taunton, Massachusetts, and being further described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Premises"). For Grantor's title to the Premises, see Bristol County North District Registry of Deeds Book 18791, Page 48.

The terms and conditions of this Conservation Restriction shall be binding upon and inure to the benefit of the Grantor and the Grantee and their respective successors and assigns.

The terms and conditions of this Conservation Restriction are as follows:

A. PURPOSES:

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in its current condition in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

The public benefits resulting from conservation of the Premises include, without limitation:

- (1) Wildlife habitat protection: Conservation of the Premises will protect habitat used by a variety of wildlife, and in particular habitat for at least one state-listed threatened species, the Blanding's Turtle (*Emydoidea blandingii*), which at the time of the granting of this Conservation Restriction is protected pursuant to the provisions of the Massachusetts Endangered Species Act (M.G.L. Chapter 131A, hereinafter "MESA"). This rare species

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has been documented to occur on or in the immediate vicinity of the Premises. The Premises provide important feeding, breeding, nesting, overwintering, estivation, and migration habitat for this state-listed rare species.

The Premises and their general vicinity have been delineated by the Massachusetts Natural Heritage & Endangered Species Program of the Division of Fisheries & Wildlife ["the Division"] as BioMap Core Habitat. BioMap Core Habitats are those areas of the Commonwealth of Massachusetts which support rare species and exemplary natural communities for the future.

The Premises contains vernal pools. Vernal pools are ephemeral waterbodies which are the obligatory breeding sites for a number of rare and common wildlife species, as well as being sites for feeding, overwintering, re-hydrating, nesting, and other activities for numerous species, including Blanding's and Wood Turtles (a state-listed species of special concern), Four-toed Salamanders, and Spatterdock Darners. In particular, the vernal pools on the Premises are particularly important for the activities of Blanding's Turtles on the site.

- (2) Water quality protection: The Premises include approximately 3,244 feet of frontage on the Three Mile River. Stretches of the river contain important riparian habitat for more than half a dozen rare and endangered species. The Three Mile River watershed has been designated as an Area of Critical Environmental Concern (ACEC) because of its outstanding ecological diversity and natural resources. Located on the river is one of the state's best examples of a silver maple floodplain forest, as well as warm water fisheries. Conservation of the Premises will contribute to the protection of these communities and the protection of water quality in the Three Mile River by prohibiting dwellings, septic systems, and other activities that commonly degrade surface and sub-surface water quality.
- (3) Proximity to Nearby Protected Open Space: The conservation of the Premises will assist with the health and vitality of two conserved properties lying along the Three Mile River and south of the Premises: 1) the Boyden Wildlife Refuge which encompasses approximately 52 acres of conservation land owned by the City of Taunton and has great diversity in landform, vegetation types and wildlife and 2) a 138-acre farm protected through an agricultural preservation restriction held by the Massachusetts Department of Agriculture.
- (4) Floodplain Protection: A portion of the Premises lies within the 100-year floodplain of the Three Mile River. The protection of this floodplain, will ensure the continued availability of this flood storage during major storm events, as well as provide the water quality and wildlife benefits associated with floodplain protection.
- (5) Furtherance of governmental policy: Protection of the Premises is consistent with the City of Taunton's "2006 Open Space and Recreation Plan" (Revised January 25, 2007) which establishes the following goals: (Goal 1) the preservation of Taunton's unique urban/rural mixture of community character, including preserving cultural, historical and scenic landscape resources, and (on page 4) specifically lists area of Premises as a "Scenic

Resource and Unique Environment," (Goal 4), the protection of ecologically sensitive areas from over-development and (Goal 5) to provide a public water supply and delivery system that meets the public health, supply, potability, and safety needs of the city.

- (6) Preservation of Premises through conservation restriction required by funding sources. The Grantee and another land protection organization, The Nature Conservancy, raised cumulatively \$655,000 towards the permanent preservation of the Premises. A portion of said funds was provided through conservation foundations requiring permanent preservation of the Premises through a conservation restriction.

These conservation values of the Premises and public benefits of this Conservation Restriction are described in more detail in a *Baseline Documentation Report* to be kept on file at the office of Grantee and incorporated herein by this reference. Grantor and Grantee agree that this Report provides an accurate representation of the condition and the values of the Premises at the time of the granting of this Conservation Restriction and is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein.

B. PROHIBITED ACTS AND USES:

Subject to the exceptions set forth herein, the Grantor will not perform or permit the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, storage tank, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises.
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, shrubs, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, protection of groundwater, wildlife habitat or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any motorized vehicles on the Premises except for vehicles necessary for public safety (i.e. fire, police, ambulance, other government officials) in carrying out their

lawful duties;

- (7) The disruption, removal, or destruction of the stone walls on the Premises;
- (8) Agricultural Activities other than those reserved in Paragraph C.
- (9) Subdivision, conveyance of a part of portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall only be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (10) Any other use or activity which would materially impair conservation interests unless necessary in an emergency for the protection of the conservation interests that are the subject of this Conservation Restriction;

C. RESERVED RIGHTS AND EXCEPTIONS:

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, **but only if such uses and activities do not materially impair the conservation values or purposes of this Conservation Restriction:**

- (1) Recreational Activities. Walking, nature observation, picnicking, snow-shoeing, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality or do not involve more than de minimus use for commercial recreational activities;
- (2) Vegetation Management. In accordance with generally accepted forest management practices, removing of brush, selective pruning and cutting only to the extent necessary to prevent, control or remove hazards, disease, insect or fire damage; to preserve the present condition of the Premises, including scenic vistas as shown in the *Baseline Documentation Report*, existing cart paths, and trails and meadows; and to manage the habitat of state-listed rare species.
- (3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.
- (4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in the locations where the presence of such activities will not have a deleterious impact on the purposes of this Restriction;
- (5) Wildlife Habitat Management. Measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species, including, with the prior written approval of the Grantee, which approval shall not be unreasonably delayed or withheld, modification, excavation, dredging or removal of soil,



loam, peat, gravel, sand, rock or other mineral resource or natural deposits on the Premises for the purpose of managing the habitat of state-listed rare species.

- (6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);
- (7) Trails. The marking, clearing and maintenance of unpaved footpaths for pedestrian and passive recreation use. The existing trails shall remain approximately the same width as they are at the time of the recording of this document, as shown in the Baseline Documentation Report. The width of new trails shall resemble the width of existing paths near the new trail, but in no event shall the paths be made to be wider than ten feet (or the width of the mowing machine mowing the paths) in the paths around and in the fields or more than four feet wide in the upland forest. Only to the extent necessary to create and maintain unpaved footpaths shall the excavation from the Premises and use on the Premises of soil, gravel, boulders, and other mineral resource or natural deposits or materials be permitted.
- (8) Signs. The erection, maintenance and replacement of signs with respect to identifying the Premises, the Grantor and the Grantee; hunting and fishing rules and regulations; trail access or limits on public access on portions of the Premises; and educating the public about the ecological and historical significance of the Premises and the conservation values protected.
- (9) Parking: With prior approval of the Grantee, which approval shall not be unreasonably withheld, the excavation from the Premises and use on the Premises of soil, gravel, boulders, and other mineral resource or natural deposits or materials as may be necessary for the creation and maintenance of a parking area of up to ten parking spaces, to be located in a manner to avoid adverse impacts on the purposes of this conservation restriction.
- (10) Boat launch: With prior written approval of the Grantee, the use, construction, maintenance and repair of one dock, pier or landing for non-motorized boats.
- (11) Active Management of Fields (Fields are shown on Exhibit B).
 - a. Field Maintenance and Agricultural Management Plan. Any activities that are permitted under this Section C(10) shall be described in a written Field Maintenance and Agricultural Management Plan ("Plan") approved in writing by Grantee.
 - b. Open Fields. The Grantor and the Grantee agree that the property consists of open fields, which provide important habitat for rare species, and that the fields shall, to the extent possible, be maintained so that they remain open. Mowing is the preferred method to manage the fields. Mowing shall follow guidelines established by the Natural Heritage Endangered Species Program of the Massachusetts Division of Fisheries and Wildlife, its successor agency, or some such entity with a mission and expertise in sustaining such fields.

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- c. Affirmative Right. In the event Grantor is unable to keep fields open, Grantee reserves right to maintain fields in order to keep fields open. Maintenance shall be done to the extent possible according to guidelines described in Paragraph (10)a.
 - d. Agricultural Activities: Agricultural, horticultural and animal husbandry operations carried out in accordance with sound agricultural management practices including the haying of meadows, grazing of livestock, and the installation of fences ("Agricultural Activities"). Cultivation of row crops shall be limited to Field 2. The Agricultural Activities shall be carried out in such a manner as to minimize negative impacts on federal- or state-listed rare species, water quality, reduce the physical disturbance to sensitive areas, and reduce the discharge of sediment, nutrients, animal waste, and chemicals to surface waters, using Best Management Practices that comply with the Clean Water Act and the Environmental Protection Agency's Nonpoint Pollution Control Program to avoid negative impacts to the purposes of this conservation restriction; Non-point source pollution, specifically impacts to the water quality of both the Three Mile River and the wildlife habitat, including vernal pools, from the use of fertilizers, shall be taken into account when use, maintenance, repair or replacement determining whether an agricultural management practice is sound.
 - e. Agricultural Structures: The installation of sight-pervious fences and gates shall be permitted. Only with prior written approval of Grantee shall the construction, placement and replacement of any temporary or permanent structures related to agricultural and horticultural be permitted. Only with prior written approval of Grantee shall a well for permitted agricultural purposes be permitted. When considering whether to issue such approvals, Grantee shall weigh and evaluate, among other relevant factors, the overall impacts of the proposed structure(s) and well in the context of the surrounding landscape and the purposes of the this conservation restriction. No residential use of such structures shall be permitted. The use, maintenance, and repair of approved structures shall be permitted.
- (12) Open Space Reservation: The right of a qualified non-profit organization or organizations to use and maintain the Premises as an open space reservation, including provisions for visitors, subject to appropriate rules and regulations, and to provide suitable interpretation of the natural and cultural history of the Premises and the surrounding area;
- (13) Easements. Activities authorized under easements, as described in Exhibit A, on record at the time of the granting of this Conservation Restriction.
- (14) Motorized Vehicles. The use of motorized vehicles for a) activities authorized under Paragraph C herein, b) as required by the Grantee and the Commonwealth to carry out its duties, rights, and responsibilities under this Conservation Restriction, and c) as required by the police, firemen, and other governmental agents in carrying out their lawful duties.

- (15) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

D. NOTICE AND APPROVAL

Whenever notice to or approval by Grantee is required under the provisions of paragraphs A or B, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the Grantor's commencement of the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purposes of this Restriction. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within sixty (60) days of receipt of Grantor's written request therefore. Grantee's approval shall not be unreasonably withheld, but shall be granted only upon a showing that the proposed activity will not materially impair the purposes of this Restriction. Failure of Grantee to respond in writing within such 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

E. EXTINGUISHMENT

(1) If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph 2 below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and only after the requirements of any gift, grant or funding source have been satisfied. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

(2) Proceeds. Grantor and Grantee agree that the donation of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the gift, bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant.

(3) Grantor/Grantee Cooperation Regarding Public Action Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related

expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value after the requirements, of any gift, grant or funding have been satisfied. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

F. ACCESS

- (1) It is the intention of the parties that the general public may enter upon the Premises for passive, outdoor, recreational and educational purposes subject to all Taunton Conservation Commission Regulations and Policies applicable to land held pursuant to the provisions of G.L. c.40, §8C.
- (2) There is hereby granted to the Grantee the right to enter the Premises at (a) reasonable times and in a reasonable manner for the purpose of inspecting the same to determine compliance herewith and (b) after 30 days prior written notice, to take any and all actions with respect to the Premises as may be necessary or appropriate, with or without order of court, to remedy, abate or otherwise enforce any violation hereof.

G. LEGAL AND INJUNCTIVE RELIEF

The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including without limitation relief requiring restoration of the Premises to their condition prior to such violation (it being agreed that Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to Grantee for enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction. Any election by the Grantee as to the nature and timing of its actions pursuant to its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall be at the discretion of the Grantee, and shall not be construed as a waiver. If a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred, Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof.

By its acceptance of this Conservation Restriction, Grantee does not undertake any liability or obligation relating to the condition of the Premises, pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by Grantee by the Grantee or its agents.

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H. ACTS BEYOND GRANTOR'S CONTROL

Nothing contained in this Restriction shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including, but not limited to, fire, flood, storm and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. The parties to this Conservation Restriction agree that in the event of damage to the Premises from acts beyond the Grantor's control, if it is desirable that the Premises be restored, the parties will cooperate in attempting to restore the Premises if feasible.

I. DURATION AND ASSIGNABILITY

- (1) Running of the Burden. The burdens of this Restriction shall run with the Premises in perpetuity and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any in the Premises.
- (2) Execution of Instruments. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction. The Grantor appoints the Grantee its attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agrees itself to execute any such instruments upon request.
- (3) Running of the Benefit. The benefits of this Restriction shall be in gross and shall not be assignable by Grantee, except in the following instances from time to time: (i) as a condition of any assignment, Grantee requires that the purpose of this Restriction continue to be carried out; (ii) the assignee, at the time of assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and under Section 32 of Chapter 184 of the Massachusetts General Laws, as an eligible donee to receive this Restriction directly; and (iii) Grantee complies with the provisions required by Article 97 of the Amendments to the State Constitution, if applicable.

J. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which Grantor conveys any interest in all or a portion of the Premises, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the proposed transfer of any such interest at least twenty (20) days prior to the date of such transfer. Failure of Grantor to do so shall not impair the validity of this Restriction or limit its enforceability in any way. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after the Grantor's ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall

cooperate in the restoration of the Premises or removal of violation caused by prior owner(s) and may be held responsible for any continuing violations.

K. TERMINATION OF RIGHTS AND OBLIGATIONS

Notwithstanding anything to the contrary contained herein, the rights and obligations under this Restriction of any party holding any interest in the Premises terminate upon transfer of that party's interest, except that liability for acts or omissions occurring prior to transfer, and liability for the transfer itself if the transfer is in violation of this Restriction, shall survive the transfer.

L. ESTOPPEL CERTIFICATES

Upon request by Grantor, Grantee shall within forty-five (45) days execute and deliver to Grantor any document, including an estoppel certificate, that certifies the Grantor's compliance with any obligation of Grantor contained in this Conservation Restriction, or that otherwise evidences the status of this Restriction, as may reasonably be requested by Grantor.

M. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986 as amended, or Sections 31-33 of Chapter 184 of the General Laws of Massachusetts; any amendment shall be consistent with the purposes of this Conservation Restriction, and shall not affect its perpetual duration. Any amendment shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain conservation value. All expenses of all parties in considering and/or implement an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be approved by the Secretary of Energy and Environmental Affairs or as required by applicable statutes in effect at the time of the proposed amendment and, if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution. Any such amendment shall be recorded in the Northern Bristol County Registry of Deeds.

N. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the Northern Bristol County Registry of Deeds. The Conservation Restriction shall be recorded in a timely fashion at the Northern Bristol County Registry of Deeds.

O. NOTICES

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed to the party to be notified, at the address last known to the notifying party, or to such other address as is reasonably attainable.

P. GENERAL PROVISIONS

- (1) Controlling Law. The interpretation and performance of this Restriction shall be governed by the laws of the Commonwealth of Massachusetts.
- (2) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of the grant to effect the purpose of this Restriction and the policy and purpose of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.
- (3) Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance shall to any extent be held invalid, the remainder shall not be affected.
- (4) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Restriction and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Restriction, all of which are merged herein.
- (5) Joint Obligation. The obligations imposed by this Restriction upon the parties that together comprise "Grantor" shall be joint and several.
- (6) Captions. The captions in this instrument have been inserted solely for convenience of reference. They are not a part of this instrument and shall have no effect upon construction or interpretation.
- (7) Pre-existing rights of the Public. Approval of this Restriction pursuant to M.G.L Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises. Any such pre-existing rights of the public, if any, are not affected by the granting of this Restriction.
- (8) No Merger. No assignment of Grantor's or Grantee's interest in the Premises and no acquisition of any additional interest in the Premises by Grantor or Grantee shall cause this Conservation Restriction to merge with the fee or have the effect of causing any of the terms hereof to be rendered unenforceable by reason of the so-called "doctrine of merger." Should it be determined that a proposed transaction with respect to the Premises would cause title to merge and this Restriction to be extinguished, then the proposed transaction will be of no effect until

this Restriction is assigned to a successor Grantee qualified to receive the assignment, in accordance with Paragraph I, above.

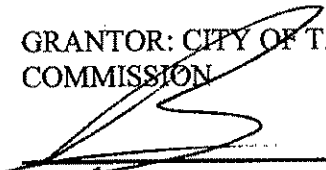
(9) Baseline Documentation. In order to establish the present condition of the Premises and the conservation values thereon which are protected by this Conservation Restriction, so as to enable the Grantee to monitor future uses of the Property and to assure compliance with the terms hereof, Grantor and Grantee have prepared an inventory of the relevant features and conditions of the Premises (the "Baseline Documentation Report"), and agree that the same is an accurate representation of the condition of the Premises as of the date of the execution of this Conservation Restriction. Verified originals of the Baseline Documentation Report will be deposited with the Grantor and in the permanent records of the Grantee.

No documentary stamps are required, as this Restriction is a gift.

WITNESS my hand and seal this 24th day of May, 2010.

We, the undersigned, being a majority of the Conservation Commission of the City of Taunton, Massachusetts, hereby certify that at a meeting duly held on May 24, 2010, the Conservation Commission voted to approve and grant the foregoing Conservation Restriction to The Trustees of Reservations, pursuant to M.G.L. Chapter 184, Section 32 and Chapter 40, Section 8(c).

GRANTOR: CITY OF TAUNTON CONSERVATION COMMISSION



Neil Kelly

Rosetta B. Chapman

Debra A. Botello

E. King

Mark Isaac

J. H.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

May 24, 2010

Then personally appeared the above-named Brian Margues

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Chairman, members of the City of Taunton Conservation Commission, and proved to me through satisfactory evidence, which was (personal knowledge of identity) (a current driver's license) (a current U.S. passport), to be the person whose name is signed on the foregoing document and acknowledged that he/she voluntarily signed it for its stated purpose, on behalf of the City of Taunton Conservation Commission.

Genevieve Flawa
Notary Public
My commission expires: Dec 4, 2011

ACCEPTANCE OF GRANT

The above Conservation Restriction is accepted this 2nd day of June, 2010.

GRANTEE: THE TRUSTEES OF RESERVATIONS

By [Signature]
Its President

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss. June 2, 2010

On this 2nd day of June, 2010, before me, the undersigned notary public, personally appeared Andrew Kendall, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Meghan W. Kelleher
Notary Public
My commission expires: 9/30/2016

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APPROVAL BY CITY COUNCIL

We, the undersigned, being a majority of City Council of the City of Taunton, hereby certify that at a meeting duly held on _____, the Council voted to approve the foregoing Conservation Restriction as being in the public interest pursuant to M.G.L. Ch. 184, sections 31-33.

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 20____

On this day before me, the undersigned notary public, personally appeared _____

_____, proved to me through satisfactory evidence of identification which was _____ to be the City Council of the City of Taunton whose names are _____

signed on the preceding document, and acknowledged to me that they signed it in their stated capacity, duly authorized and voluntarily, on behalf of the City of Taunton for its stated purpose.

Notary Public:
My Commission Expires:

SEAL

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APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to _____ has been approved in the public interest pursuant to M.G.L. Ch. 184, Section 32.

Date: _____, 2010

Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 20____

On this day before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification which was _____ to be the Secretary of the Executive office of Environmental Affairs of the Commonwealth of Massachusetts whose name is signed on the preceding document, and acknowledged to me that he signed it in his stated capacity, duly authorized and voluntarily, for its stated purpose.

Notary Public

SEAL

My commission expires: _____

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EXHIBIT A

The Premises consist of parcel of land designated as "Map 75, Lot 51 Area = 54.41 acres" on a plan of land entitled "Project Location North Walker Street, Taunton, Mass. (Bristol County) Prepared for The City of Taunton and The Trustees of Reservations dated April 8, 2010" Drawn by Tibbets Engineering Corp. and recorded in the Bristol County Northern District Registry of Deeds at Plan Book 476, Page 73.

Being the same premises conveyed to the grantors by deed of David W. Pottier and Charles A. Thayer, Trustees of the Theodore R. Thayer Irrevocable Trust, said deed dated October 30, 2003 and recorded in said Registry of Deeds at Book 12974, Page 18, and deed of Kathleen Campanirio, dated April 7, 2004 and recorded in said Registry of Deeds at Book 14316, Page 115. See also confirmatory deed of Kathleen Campanirio dated May 25, 2010 and recorded in said Registry of Deeds at Book 18789, Page 76.

AD

Antonio J. Almeida
38 Floral Street
Taunton, MA 02780
June 21, 2010

Mayor Charles Crowley
and Taunton City Councilors
Taunton City Hall
15 Summer Street
Taunton, MA 02780

Dear Mayor Crowley:

I am writing to you today not only as a concerned resident of our city, but primarily as a concerned father who cares about the well-being of his family and of the quality of life in this proud neighborhood.

I'd like to respectfully request your assistance in addressing the issue of the excessive speed of vehicles who routinely drive on Floral Street. It should be noted Floral Street is designated as "Thickly Settled" with a posted speed of 30 mph. Regrettably, it is without exaggeration when I state many vehicles travel along our street far in excess of the posted limit. The excessive speeds we routinely endure are more than a quality of life issue; this is also a matter of public safety, as there are numerous children who live in this quiet neighborhood. Needless to say, walking along the sidewalks of Floral Street with a vehicle traveling at 50 mph no more than 4 feet away is unnerving for an adult, but it is surely terrifying for a child.

Floral Street residents are a tightly knit community of working families who care about maintaining the quality and safety of our neighborhood. I am asking your office to please address the issue of excessive speed on Floral Street with any means available to you, such as, with extra police patrols or with the use of radar. I implore you to observe the traffic on our street by placing an officer at the intersection of Cherry Street or Whitsborough Street. I assure you, your officers will find no shortage of dangerously speeding vehicles.

Understanding these difficult financial times our great city is experiencing, it is not practical to expect an officer can be available to patrol Floral Street at all times. Therefore, I ask your office to consider the other option of placing a 4-way stop sign at the intersection of Floral Street and Cherry Street. While this option, in truth, is my least desired, it would force speeding vehicles to reduce their speed or stop using Floral Street in order to avoid traveling along Winter Street.

As the Mayor of our great city, I ask that you please take this concern with the seriousness in which it is intended. Summer time is upon us, now. While speeding vehicles along Floral Street are all too common for us, the warmer weather not only brings with it an unfortunate increase in the amount of traffic, but also an exponential increase in dangerously speeding vehicles.

Thank you for your attention to this important issue.

Sincerely,



Antonio J. Almeida

Cc: Rosemary Blackwell

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Juanita Contreras Gallagher
145 Winthrop Street
Taunton, Massachusetts 02780

June 25, 2010

Mayor Charles Crowley
Municipal Council
City Hall
15 Summer Street
Taunton, Massachusetts 02780

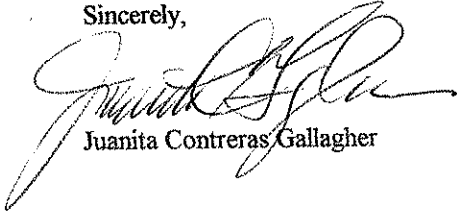
Dear Mayor Crowley & Members of the Municipal Council,

Attached please find my letter to you dated March 12, 2010. I have waited to send it in the hope some positive response would have been initiated by the City in the meantime with regard to my longstanding situation. Unfortunately nothing definite has occurred to prove otherwise. Accordingly, please consider the enclosed letter as having been presented to you as of the date of this cover letter.

I am compelled to remain in an inconceivable situation with no immediate or absolute resolution and with no assistance from the city. The circumstances advance daily and the damages multiply. I am truly saddened to have been forced into these circumstances and angry after such a long time you have been unable to accomplish anything.

I sincerely hope you understand what you have done by not doing anything..

Sincerely,



Juanita Contreras Gallagher

Juanita Contreras Gallagher
145 Winthrop Street
Taunton, Massachusetts 02780

March 12, 2010

Mayor Charles Crowley
Members of the Municipal Council
City Hall
15 Summer Street
Taunton, Massachusetts 02780

RE: PROPERTY OWNER BY THE GALLAGHER REALTY TRUST AT 145 WINTHROP STREET

Mayor Crowley & Members of the Municipal Council:

I have been remarkably patient waiting for the city to act appropriately with consideration of the damages and continual reparations caused by the illegal actions and visible violations recognized by the Bristol County Superior Court, ordered with execution but never enforced by the City of Taunton. As a result of this lack of enforcement, and failure of the city to comply with the Wetlands Protection Act, the city ordinance, state and local regulations, and express orders of the Superior Court of Bristol County over a period of approximately 13 years, both I and my property have been and continue to be subjected to incredible damages caused by water and other sources, including hazardous waste and contamination.

As a direct result of the city's negligence, reckless or intentional acts in allowing this situation to continue unabated, and therefore discriminating against me, I have suffered and continue to suffer damages and injury, including but not limited to emotional distress, mental and physical pain and suffering, substantial and significant humiliation, and loss of companionship, and do not even include the ludicrous, sarcastic, and disrespectful manner in which I have been subjected to by various city officials, including but not limited to the former City Solicitor Steven Torres.

In addition, the city's negligent, reckless and/or intentional acts allowing this situation to continue unabated have left me to solely bear the burden and expense to attempt to repair my property and restore the ruin to the Cobb Brook Wetlands. The cost of damages to the foundation and structure of my home, landscape and quality of life would be inconceivable had they not been corroborated by experts and well documented. These cost continue to be compounded due to the city's negligent, reckless and intentional acts.

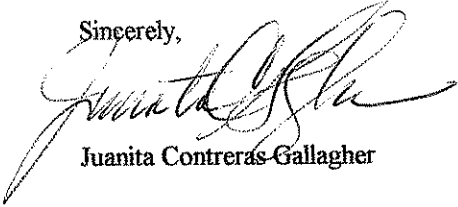
It is truly an outrage for any citizen or taxpayer to be compelled to suffer the indignity and plainly the never-ending turmoil as a result of these negligence, reckless and/or intentional, and discriminatory acts. The damages and injuries to my physical and mental health and well being, and to my companion's and even my pet's, as well as ongoing to my property are in excess of \$ 830,000.00 excluding supplementary legal fees. As direct result, I have been forced to mortgage a property in order to combat issues that are unquestionably the responsibility of the city.

The city has abused, neglected and discriminated against me as well as having disrespected the express orders of the Bristol County Superior Court, not to mention the environment that it is supposed to protect. It is well past the time the City of Taunton acted appropriately and responsibly with the accountability it owes me and my property.

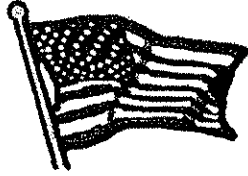
24.

Consider this communication as presentment of a claim in the above mentioned amount plus any and all auxiliary damages, which are directly attributable to the negligent, reckless and/or intentional, and discriminatory acts by the city against me and my property.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Juanita Contreras-Gallagher', written in black ink.

Juanita Contreras-Gallagher



JUNE 29, 2010

HONORABLE CHARLES CROWLEY, MAYOR
COUNCIL PRESIDENT DEBORAH A. CARR
AND MEMBERS OF THE MUNICIPAL COUNCIL

PLEASE NOTE:

THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN
SCHEDULED FOR **TUESDAY, JUNE 29, 2010 AT 5:30 P.M.** IN THE
CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS

5:30 P.M.

THE COMMITTEE ON FINANCE AND SALARIES

1. MEET TO REVIEW THE WEEKLY VOUCHERS & PAYROLLS FOR CITY DEPARTMENTS
2. MEET TO REVIEW REQUESTS FOR FUNDING
3. MEET TO REVIEW MATTERS IN FILE

THE COMMITTEE ON POLICE AND LICENSE

1. MEET WITH THE POLICE CHIEF & DETECTIVE SMITH ON THE FOLLOWING PETITIONS FOR RENEWAL OF BILLIARD TABLE LICENSES:
 - A. BRIAN PLATT, ITALIAN NATURALIZATION CLUB, 46 WALES ST. – 2 TABLES
 - B. DENISE ASACK, 96 SACHEM ROCK AVE., E. BRIDGEWATER D/B/A BOBBY'S PLACE, 62 WEIR ST. – 2 TABLES
 - C. DIANE PAIVA, 57 CEDAR ST. D/B/A CLUBE ESPIRITO SANTO, 88 WALES ST. – 1 TABLE
 - D. JOHN ARRUDA FOR TAUNTON PORTUGUESE AMERICAN CIVIL CLUB, 175 SCHOOL ST. – 1 TABLE
 - E. THOMAS CUNNIFF OF REHOBOTH & ARTHUR TRAVERS OF TAUNTON D/B/A MCGRATH'S CAFÉ, 125 W. WATER ST – 1 TABLE
2. MEET WITH THE POLICE CHIEF & DETECTIVE SMITH ON THE FOLLOWING PETITIONS FOR RENEWAL OF SECOND HAND ARTICLE LICENSES:
 - A. MICHAEL VENTURA, 59 WASHINGTON ST. D/B/A COLLECTORS CORNER, 1 ST. MARY'S SQUARE
 - B. RAYMOND BEAUVAIS, 53 E. GLEN DR. D/B/A BEAUVAIS BICYCLE SHOP, 181 WHITTENTON ST.

PAGE TWO

MUNICIPAL COUNCIL COMMITTEE AGENDA

- C. JEAN PRATT (BOARD OF DIRECTORS) D/B/A THE BARGAIN BAZAAR THRIFT SHOP INC., 320 BAY STREET. **REQUEST TO WAIVE FEE, AS THEY ARE A NON-PROFIT ORGANIZATION.**
3. MEET WITH THE POLICE CHIEF & DETECTIVE SMITH ON PETITION OF ALI ABOUZEID, 73 CAVALIER AVE. FOR RENEWAL OF OLD GOLD LICENSE D/B/A HANNOUSH JEWELERS, 2 GALLERIA MALL DRIVE, LOCATION 24, TAUNTON
 4. MEET WITH THE POLICE CHIEF & DETECTIVE SMITH ON PETITION OF DENIS TETRAULT FOR RENEWAL OF OLD GOLD LICENSE, PAWN BROKER LICENSE AND SECOND HAND ARTICLE LICENSE FOR TETRAULT ENTERPRISES D/B/A FALL RIVER PAWN BROKERS, 48 TAUNTON GREEN
 5. MEET TO REVIEW MATTERS IN FILE

THE COMMITTEE ON THE NEEDS OF THE AIRPORT

1. MEET WITH CITY SOLICITOR, ATTORNEY MICHAEL STROJNY AND MEMBERS OF THE AIRPORT COMMISSION TO DISCUSS LETTER OF AIRPORT COMMISSIONER CHARLES MENARD REGARDING LAND TRANSFER OF AIRPORT/CITY PROPERTY
2. MEET TO REVIEW MATTERS IN FILE

THE COMMITTEE ON PUBLIC PROPERTY

1. MEET TO DISCUSS REQUEST OF ATTORNEY EDMUND BRENNAN TO CONSIDER DECLARING PORTION OF CITY OWNED LAND OFF OF OAK AVENUE AS SURPLUS.
2. MEET WITH WAYNE WALKDEN, BUILDING SUPERINTENDENT, RICHARD FERREIRA, PRESIDENT OF COTMA AND ARTHUR LOPES, BUSINESS MANAGER OF LOCAL UNION 1144 TO DISCUSS POTENTIAL IMPROVEMENTS TO SECURITY FOR DEPARTMENTS WITHIN CITY HALL
3. MEET FOR AN UPDATE ON THE PURCHASE OF PROPERTY ON EVERETT STREET
4. MEET IN EXECUTIVE SESSION FOR AN UPDATE ON 315 BROADWAY
5. MEET TO REVIEW MATTERS IN FILE

PAGE THREE

MUNICIPAL COUNCIL COMMITTEE AGENDA

THE COMMITTEE ON ORDINANCES AND ENROLLED BILLS

1. MEET WITH THE POLICE CHIEF, OFFICER JOHN MUNISE AND ED CORREIRA OF THE LANDLORD ASSOCIATION TO DISCUSS PROPOSED NUISANCE ORDINANCE.
2. MEET WITH THE CITY SOLICITOR, KEVIN SHEA AND RICHARD SHAFER OF COMMUNITY DEVELOPMENT TO DISCUSS THE TIF ORDINANCE INCLUDING WHAT AREAS ARE DESIGNATED FOR TIF MONIES
3. MEET TO REVIEW PROPOSED ORDINANCE FOR BUILDING PERMIT FEE AMENDMENTS
4. MEET WITH THE ASSESSOR FOR AN UPDATE ON THE STATUS OF THE FORECLOSING RESIDENTIAL PROPERTY ORDINANCE
5. MEET WITH THE CITY SOLICITOR TO DISCUSS HER RECOMMENDATIONS FOR EXTENDING THE 50-50 ORDINANCE TO INCLUDE SURROUNDING CITIES AND TOWNS
6. MEET WITH D.P.W. COMMISSIONER ON PROPOSED GUIDELINES & REQUIREMENTS FOR WAIVER OF 5 YEAR MORATORIUM ON STREETS AND ROADS
7. MEET WITH THE CITY SOLICITOR TO DISCUSS EDITS TO THE NEW ORDINANCE BOOK AND MAINTAINING THE ORDINANCE BOOK
8. MEET TO REVIEW DRAFT ORDINANCE FOR STOP SIGNS AT JOHNSON STREET SOUTHBOUND AT COUNTY STREET, JOHNSON STREET, NORTHBOUND AT COUNTY STREET AND FAIRVIEW AVENUE, WESTBOUND AT CROSSMAN STREET
9. MEET TO REVIEW DRAFT ORDINANCE FOR STOP SIGN AT SHORT STREET, SOUTHBOUND, AT WORCESTER STREET
10. DISCUSS CREATION OR ORDINANCE REGARDING IF FUTURE EXPANSION OF SEWER SYSTEM IS DONE AND IS TO BE DONE VIA BETTERMENT, IT HAS TO BE 100%
11. MEET TO DISCUSS CREATING ORDINANCE DEALING WITH BLIGHTED PROPERTIES
12. DISCUSS REVIEW OF DEPARTMENT HEADS
13. DISCUSS CREATING A POLICY AS TO WHEN AND WHO CAN MAKE THE DECISION TO WITHHOLD A COMMUNICATION FROM THE WEEKLY MUNICIPAL COUNCIL AGENDA

PAGE FOUR

MUNICIPAL COUNCIL COMMITTEE AGENDA

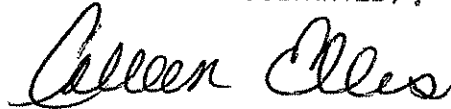
14. MEET TO DISCUSS THE SPECIAL PERMIT REQUIREMENT CONDITION – TO MAKE SURE THAT ALL SPECIAL PERMIT/SITE PLAN REVIEWS & EARTH REMOVAL PERMITS ARE IN COMPLIANCE WITH THE OPEN MEETING LAW – TO MAKE SURE ALL COMMISSIONS OR BOARDS ARE PROPERLY TRAINED IN THE OPEN MEETING LAW, SPECIFICALLY CONCERNING ADVERTISEMENT REQUIREMENTS FOR CONDUCTING EXECUTIVE SESSIONS.
15. MEET TO DISCUSS INCREASING THE FINE AMOUNT ON CITY ORDINANCE SECTION 20-73, TRAFFIC CONTROL OFFICERS; BARRICADES AND WALKS DUE TO THE FACT THAT BAY STATE GAS COMPANY IS NOT ALWAYS HIRING POLICE DETAILS FOR ROAD REPAIRS
16. DISCUSS ENSURING THAT ALL CITY BOARDS AND COMMISSIONS HAVE THE CORRECT CERTIFICATIONS AND PLACING THEM IN ORDINANCE FORM.
17. DISCUSS ORDINANCE FOR LAWN SIGNAGE, TELEPHONE POLE SIGNAGE AND ILLUMINATED SIGNS IN DOWNTOWN AREA
18. MEET TO DISCUSS ORDINANCE FOR PLACEMENT OF COVERS ON INFLATABLE SWIMMING POOLS
19. MEET TO DISCUSS SECTION 18-40 – OFFICER IN CHARGE IN ABSENCE OR DEATH OF CHIEF OF POLICE WITH THE CITY SOLICITOR
20. MEET TO REVIEW ORDINANCE THAT WAS SET REGARDING CITY DEPARTMENTS ACCEPTING CASH ONLY, CHECK ONLY, OR BOTH AS THERE IS NEED FOR CONSISTENT POLICY
21. MEET TO DISCUSS ISSUE OF REMOVING TRASH CANS FROM PUBLIC PARKS
22. MEET TO REVIEW APPENDIX A – RULES AND ORDERS OF MUNICIPAL COUNCIL
23. DISCUSS PASSING ORDINANCE PROHIBITING PRACTICE OF ACCEPTING PUMP STATIONS BY THE CITY
24. MEET TO DISCUSS DISSEMINATING PUBLIC INFORMATION IN CONNECTION WITH D.E.P. WATERWAYS REGULATION PROGRAM – NOTICE OF LICENSE APPLICATION PURSUANT TO MGL CHAPTER 91-WATERWAYS LICENSE APPLICATION – ADMIRAL METALS
25. MEET TO REVIEW ORDINANCE CONCERNING TIE-IN FEES

PAGE FIVE

MUNICIPAL COUNCIL COMMITTEE AGENDA

26. MEET TO DISCUSS PROPOSED ORDINANCE FOR CIVIL SERVICE BANDING
27. MEET TO DISCUSS CREATION OF ORDINANCE TO HOLD BUSINESSES ACCOUNTABLE TO MAINTAIN LEVEL OF AESTHETICS ON THEIR BUILDINGS DOWNTOWN
28. MEET TO DISCUSS ESTABLISHING ORDINANCE FOR CHILD SAFETY ZONES, SUCH AS SCHOOLS, LIBRARIES, PARKS, PLAYGROUNDS AND POOLS RESTRICTING CHILD SEX OFFENDERS.
29. MEET TO DISCUSS DRAFTING ORDINANCE RELATIVE TO BUSINESSES THAT ARE NOT IN COMPLIANCE WITH THE LAW REGARDING HANDICAPPED PARKING SPACES - FIRST VIOLATION A WARNING IS ISSUED, AND MONETARY FINE FOR ANY SUBSEQUENT VIOLATIONS
30. MEET TO REVIEW MATTERS IN FILE

RESPECTFULLY SUBMITTED, .



COLLEEN M. ELLIS
CLERK OF COUNCIL COMMITTEES