



**MUNICIPAL COUNCIL AGENDA  
TEMPORARY CITY HALL  
141 OAK STREET, TAUNTON, MA 02780**

~  
**AUGUST 4, 2015 – 7:00 PM**

**INVOCATION  
ROLL CALL  
RECORDS**

**HEARING: NONE**

**COMMUNICATIONS FROM THE MAYOR**

**APPOINTMENTS**

**COMMUNICATIONS FROM CITY OFFICERS**

- Pg. 1-7 Com. from City Solicitor – Conveyance of former Barnum School property
- Pg. 8 Com. from Commissioner, Parks, Cemeteries and Public Grounds – Requesting consideration to ban smoking in public parks, playgrounds, and the municipal pool
- Pg. 9 Com. from Chairman, Taunton Planning Board – Notifying of a public meeting
- Pg. 10 Com. from City Auditor – Requesting to present the encumbrances and year-end transfers
- Pg. 11-23 Com. from City Engineer – Property Impacts due to new FEMA Flood Study
- Pg. 24 Com. from General Manager, TMLP – Requesting approval of street lighting report
- Pg. 25 Com. from General manager, TMLP – Pedestrian crossing signals, Winthrop and Highland Streets
- Pg. 26 Com. from Chairman, Taunton Planning Board – Notifying of a public meeting
- Pg. 27 Com. from Senator Marc R. Pacheco, President, Pro Tempore – Notifying that Taunton will benefit from this year's Senate budget

RECEIVED  
CITY CLERK'S OFFICE  
2015 JUL 31 A 11:01  
TAUNTON, MA  
CITY CLERK

## COMMUNICATIONS FROM CITIZENS

### PETITIONS

#### Class II Change of Ownership and Name Change

Petition submitted by Michael C. Flibotte, 21 Long Boat Road, Buzzards Bay and Patrick E. Flibotte, 18 Brook Street, Plympton requesting to change the ownership of their Class II License –dba- Rte. 44 Tire Shack, 585 Richmond Street, Taunton to just Patrick E. Flibotte who will be the sole owner of Route 44 Tire Shack LLC –dba- Rte. 44 Tire Shack at the same location.

#### Claim

Claim submitted by Lindsay Medeiros, 351 Thrasher Street, Taunton requesting reimbursement for damages to her home as a result of a main sewer line backing up from the street into the basement of her home.

Claim submitted by Lillian Manghony, 30 Washington Street, Apt. 105, Taunton requesting reimbursement for damages to her automobile from hitting a raised manhole cover on King Phillip Street, Taunton.

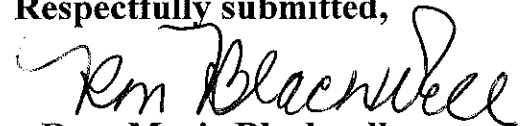
### COMMITTEE REPORTS

### UNFINISHED BUSINESS

### ORDERS, ORDINANCES AND RESOLUTIONS

### NEW BUSINESS

Respectfully submitted,



Rose Marie Blackwell  
City Clerk



# City of Taunton

## LAW DEPARTMENT

141 Oak Street  
Taunton, Massachusetts 02780  
Phone (508) 821-1036 Facsimile (508) 821-1397



Thomas C. Hoye, Jr.  
MAYOR

Jason D. Buffington  
CITY SOLICITOR

Daniel F. de Abreu  
ASST. CITY SOLICITOR

July 30, 2015

Honorable Mayor Thomas C. Hoye, Jr.  
Members of the Taunton Municipal Council  
141 Oak Street  
Taunton MA 02780

**RE: Conveyance of former Barnum School property**

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Dear Mayor Hoye and Members of the Municipal Council:

Enclosed herewith is a copy of the fully executed Purchase and Sale Agreement for the sale of the former Barnum School property. The closing is scheduled to take place on August 13, 2015.

I am aware that the Municipal Council wished to ensure, especially in light of the purchase price, that the property would be used for charitable, educational purposes, consistent with the buyer's proposal and the intent of the parties. I call your attention, therefore, to Paragraph 4(1)(e) of the agreement, which creates in the City a possibility of reverter in the event that the property is not both "(a) held and used by a non-profit, charitable corporation, and (b) used for educational purposes." Pursuant to G.L. c. 184A, §7, this possibility of reverter remains in effect for 30 years. This means that if either of the conditions is broken, title to the property can revert back to the City.

At this point in time, there is no further action to be taken by the Municipal Council, but I wanted to bring this information to your attention. Thank you, as always, for allowing the Law Department to be of service to you and the citizens of Taunton.

Very truly yours,

  
Jason D. Buffington, Esq.  
City Solicitor

2.

## PURCHASE AND SALE AGREEMENT

This 27<sup>th</sup> day of July, 2015

1. **SELLER:** City of Taunton, Massachusetts, a municipal corporation  
c/o Office of the City Solicitor

**ADDRESS:** 141 Oak Street, Taunton, Massachusetts 02780

2. **BUYER:** Triumph, Inc., a Massachusetts nonprofit corporation

**ADDRESS:** 100 Hon. Gordon M. Owen Riverway, Taunton, Massachusetts 02780

SELLER hereby agrees to sell and the BUYER agrees to buy, upon the terms hereinafter set forth, the premises described in Paragraph 3 below (the "Premises").

3. **PREMISES DESCRIPTION:**

A certain parcel of land, known as, numbered, and located at 25 Barnum Street, Taunton, MA containing 0.42 acres more or less, being real property identified as Taunton Assessor's Map 78, Parcel 46, together with the buildings and improvements thereon, if any.

4. **TITLE DEED:**

(1) The Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER which deed shall convey a good and clear record and marketable and insurable title thereto, free from encumbrances and claimed rights of third parties, except:

- (a) Provisions of existing building and zoning laws;
- (b) Real estate taxes for the then current year which are not yet due and payable on the date of the delivery of the deed;
- (c) Any liens for municipal betterments assessed after the date of this Agreement; and
- (d) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises.
- (e) The deed to be delivered hereunder from SELLER to BUYER shall create in BUYER a fee simple determinable and in SELLER a possibility of

reverter. Said deed shall contain language substantially as follows: "so long as the premises are (a) held and used by a non-profit, charitable corporation, and (b) used for educational purposes." The Parties acknowledge that the fee simple determinable and the possibility of reverter are subject to G.L. c. 184A, § 7.

- (2) Any matter or practice arising under or relating to this Agreement which is the subject of a practice standard of the Real Estate Bar Association of Massachusetts shall be governed by such standard to the extent applicable.
- (3) It is understood and agreed by the parties that the Premises shall not be in conformity with the title provision of this Agreement unless:
  - (a) no building, structure or improvement of any kind encroaches upon or under the Premises;
  - (b) the Premises abut a public way, duly laid out or accepted as such by the City of Taunton; and
  - (c) title to the Premises is insurable for the benefit of the BUYER by a recognized title insurance company at normal premium rates on a standard American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the "jacket" to such form and any exceptions set forth in paragraph 4 (1) of this Agreement.

**5. REGISTERED TITLE:**

In addition to the foregoing, if the title to the Premises is registered, the deed shall be in a form sufficient to entitle the BUYER to a Certificate of Title of the Premises, and the SELLER shall deliver with the deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

**6. PURCHASE PRICE:**

The agreed purchase price for the Premises is One and no/100 Dollar (\$1.00) ("the Purchase Price") which shall be paid at the time of delivery of the deed.

**7. CONDITION OF THE PREMISES:**

The BUYER accepts the Premises on an "as-is" basis. The SELLER makes no warranties or representations of any kind as to any aspects or portions of the Premises or any conditions thereon. BUYER acknowledges that it is not, and has not, relied on any warranties or

representations of SELLER or any of its agents, servants, officers, or attorneys, oral or written, in conjunction with this transaction.

**8. THE CLOSING:**

(1) The deed is to be delivered and the Purchase Price paid at the Time of Closing and at the following Place of Closing:

Time of Closing: 10:00 o'clock A.M., August 13, 2015, unless the parties agree in writing to a different date and time.

Place of Closing: 141 Oak Street, Taunton MA 02780, unless the parties in writing agree to a different location.

(2) Whenever in this Agreement reference is made to the Closing, or the Date of Closing, such reference shall be to the date and time set forth hereinabove, as the same may be extended pursuant to the provisions of this Agreement.

(3) The BUYER shall record the deed, at its expense, within twenty-four (24) hours after delivery of the same.

**It is agreed that time is of the essence of this Agreement.**

**9. POSSESSION AND CONDITION OF PREMISES:**

Full possession of the Premises free of all tenants and occupants is to be delivered at the Date and Time of Closing. The Premises shall then be (a) in substantially the same condition as is existing at the time that this Agreement is executed by BUYER, reasonable wear and tear excepted; and (b) in compliance with the provisions of Paragraph 4 of this Agreement. Otherwise, the Parties agree that the BUYER is purchasing the Premises in "as-is" and "where-is" condition. BUYER acknowledges that SELLER has made no warranties or representations whatsoever concerning the Premises or the condition of the Premises. BUYER further acknowledges that the BUYER has not been influenced to enter into this transaction nor has BUYER relied upon any warranties and representations not specifically set forth or incorporated in this agreement.

**10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM:**

If the SELLER shall be unable to convey title or to deliver possession of the Premises, as required hereunder, or if at the Time of Closing the Premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, and the time for performance hereof shall be extended for a period of thirty (30) days.

**11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM:**

If at the expiration of any such extended time, the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform, as the case may be, all as herein agreed, then, at the BUYER's option all obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto.

**12. BUYER'S ELECTION TO ACCEPT TITLE:**

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the Premises in their then condition and to pay therefore the purchase price without deduction (except for such amount as shall be required to remove all mortgages, attachments and other encumbrances which secure the payment of money which have not been removed by SELLER), in which case the SELLER shall convey such title.

**13. ACCEPTANCE OF DEED:**

The acceptance of a deed by the BUYER shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, expressly to be performed or reserved to a time after the Closing. Such acceptance of a deed shall also constitute a complete release of SELLER, its officers, agents, servants, attorneys, and employees by BUYER in any matters whatsoever concerning the Premises.

**14. USE OF PURCHASE MONEY TO CLEAR TITLE:**

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments necessary for this purpose are recorded by and at the expense of the SELLER at the Time of Closing or at such later time as shall be reasonably acceptable to the BUYER, and provided further, with respect to discharges of mortgages from insurance companies, banks and credit unions, such discharges may be recorded within a reasonable time after the recording of the deed.

**15. NO BROKERAGE:**

Each party represents and warrants to the other that no person is entitled to any brokerage fee or commission with respect to the transactions contemplated by this Agreement, and each party agrees to indemnify and hold the other party harmless with respect to any claims for brokerage fees or commissions based upon the conduct of the indemnifying party.

6.

**16. NOTICES:**

Whenever, by the terms of this Agreement, notice shall or may be given to the SELLER or to the BUYER, such notice shall be in writing and shall be delivered in hand or sent by Federal Express or other recognized overnight delivery service or by registered or certified mail, postage prepaid, to the respective addresses set forth in Paragraphs 1 and 2, above, or to such other address or addresses as may from time to time hereafter be designated by like notice. Any such notice shall be deemed given when so delivered in hand or, if sent by Federal Express or other recognized overnight delivery service, on the next business day after deposit with said delivery service, or, if so mailed, five (5) business days after deposit with the U.S. Postal Service.

**17. POST CLOSING ADJUSTMENTS:**

If any obvious errors or omissions are found to have occurred in any calculations or figures used in the settlement statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within sixty days of the Closing Date to the party to be charged, then such party agrees to make a payment to correct the error or omission.

**18. CONSTRUCTION OF AGREEMENT:**

This instrument, executed in multiple counterpart copies is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. All offers and agreements made prior to this Agreement are hereby discharged and all further obligations of the parties are contained only in this Agreement. If two or more persons are named herein as either the SELLER or the BUYER their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

**19. NO RECORDING:**

If the BUYER either makes an assignment of its rights under this Agreement or records a copy of this Agreement with the Bristol County Northern District Registry of Deeds or Bristol Registry District of the Land Court, the SELLER at its option may declare SELLER's obligations hereunder to be null and void and may deem the BUYER to be in default of its obligations hereunder.



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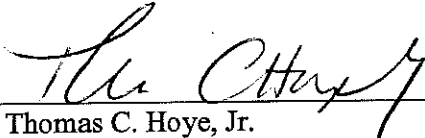
**20. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.:**

If the SELLER or BUYER executes this agreement in a representative, corporate, or fiduciary capacity, only the principal, the estate, or the corporation shall be bound, and neither the SELLER nor the BUYER so executing, nor any shareholder or beneficiary of any trust, nor any officer, directors, employee, servant, or agent of any corporation, shall be personally liable for any obligation, express or implied hereunder.

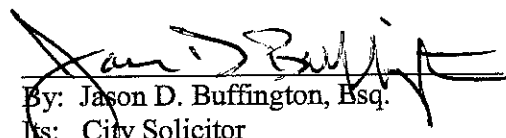
**21. SIGNATURE CLAUSE**

Witness our hands and seals,

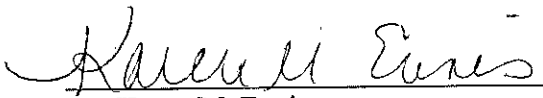
**SELLER:** City of Taunton

  
By: Thomas C. Hoye, Jr.  
Its: Mayor

Approved as to Form and Character:

  
By: Jason D. Buffington, Esq.  
Its: City Solicitor

**BUYER:** Triumph, Inc.

  
By: Karen M. Ennis  
Its: Executive Director



CITY OF TAUNTON  
MASSACHUSETTS

-----  
PARKS, CEMETERIES & PUBLIC GROUNDS

Marilyn A. Greene  
Commissioner

170 Harris Street  
Taunton, MA 02780  
(508) 821-1415  
FAX (508) 821-1065  
E-mail:  
mgreene@taunton-ma.gov

July 31, 2015

Mayor Thomas C. Hoye and  
Members of the Municipal Council  
Temporary City Hall  
41 Oak Street  
Taunton, MA 02780

Dear Mayor Hoye and Council Members:

I have recently become aware that the City of Taunton does not have a specific ordinance that prohibits Smoking in municipal parks, playgrounds or enclosed areas at the municipal pool.

After reviewing these concerns with the City Solicitor as well as the Board of Health, it has come to my attention that the MA Smoke Free Workplace Law (MGL, Chapter 270 Sec. 22) only applies to indoor facilities. The only exceptions apply to outdoor overnight camps or school facilities and stadiums.

There are approximately (50) communities in the State of Massachusetts that have now adopted laws regarding "Smokefree Park Laws". Local communities include Attleboro, Boston, Braintree, Dartmouth, Easton, New Bedford and Raynham. The entire list can be reviewed at the following site:

<http://www.no-smoke.org/pdf/SmokefreeParks.pdf>

I am requesting that the City of Taunton Municipal Council consider banning smoking including nicotine delivery products such as e-cigarettes in all public parks, playgrounds and the municipal pool.

Thank you for your consideration in important health issue.

Sincerely,

Marilyn A. Greene, Commissioner

Copies to: City Solicitor  
Board of Health



# TAUNTON PLANNING BOARD

City Hall  
15 Summer Street  
Taunton, Massachusetts 02780

Denise J. Paiva, Secretary

Phone 508-821-1051  
Fax 508-821-1665

July 29, 2015

Honorable Thomas Hoye, Mayor  
Members of the Municipal Council  
141 Oak St., Maxham School  
Taunton, Ma. 02780

C/O Rose Marie Blackwell, City Clerk

**RE: Site Plan Review - 48 Broadway**

Dear Mayor Hoye and Members of the Municipal Council:

Please be advised the Taunton Planning Board received a Site Plan Review for property at **48 Broadway** for the addition of auto sales retail (**7 vehicles**) and with a waiver of landscaping requirements, in conjunction with the existing uses of convenience store, service station and gasoline station, submitted by Taunton Service Center.

The DIRB will be meet to review this petition on **Tuesday, August 25, 2015 at 9:00 AM** in the Taunton Planning Board Office, 15 Summer St., Annex Bldg., and the Taunton Planning Board will meet to review petition on **Thursday, September 3, 2015 at 5:30 PM** in the Chester R Martin Municipal Council Chambers, 141 Oak St., Taunton, Ma.

Respectfully yours,

Robert P. Campbell, Chairman  
Taunton Planning Board

RPC/ djp



**CITY OF TAUNTON  
AUDITOR'S OFFICE**

141 Oak Street

Taunton, Massachusetts 02780

(508) 821-1012 Fax (508) 821-1088

(e-mail: ahebert@taunton-ma.gov)

(e-mail: cboyan@taunton-ma.gov)

**Ann Marie Hebert, CGA**

City Auditor

**Christina Boyan**

Assistant

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July 30, 2015

Mayor Thomas Hoye and  
Members of the Municipal Council  
City of Taunton  
141 Oak Street  
Taunton, MA 02780

Dear Mayor Hoye and Council:

This office is currently finalizing the encumbrances and year end transfers for city departments as of June 30, 2015.

I wish to present this information to the Municipal Council Committee on Finance and Salaries at the meeting scheduled for August 11, 2015. I will be present at the meeting in case there are any questions regarding the encumbrances and/or transfers, to help expedite the approval process of these items.

I will have the above reference reports submitted as part of the packet for the August 11, 2015 meeting.

Thank you in advance for your attention to this matter,

Respectfully,

*Ann Marie Hebert*

Ann Marie Hebert  
City Auditor



**CITY of TAUNTON**  
**DEPARTMENT OF PUBLIC WORKS**  
**ENGINEERING DIVISION**

*90 Ingell Street*  
*Taunton, Massachusetts 02780-3430*  
*Phone: 508-821-1027, Fax: 508-821-1336*  
*mslusarz@taunton-ma.gov*

*Mark B. Slusarz, P.E.*  
*City Engineer*



July 30, 2015

Mayor Thomas Hoye and the  
Taunton Municipal Council  
141 Oak Street  
Taunton, MA 02780

Re: Property Impacts due to  
New FEMA Flood Study

Dear Mayor Hoye, Councilors;

The Engineering Division has reviewed the new flood maps published by FEMA and compared them to the previous maps to identify properties where changes are noteworthy. Noteworthy properties include those that have *not* been previously mapped in a flood zone but are now, those that *were* a flood zone but are not anymore, and those properties where changes resulted in a structure to be added or removed from the flood zone. Virtually all properties along the perimeter of the Special Flood Hazard Area (SFHA) were impacted to some extent, but unless their impact status has changed, they have not been included in the attached list.

286 properties were identified; 105 properties were added to the SFHA, 37 were removed, 40 properties had the SFHA increase to the point where a structure was added, and 103 properties had the SFHA decrease to the point where a structure was removed. In an odd occurrence, one property had its SFHA area decrease in size, but a building was added. Overall, there is a net decrease of 46 properties with a structure in the SFHA. A spreadsheet identifying the changes is included.

The impacts of these changes can have significant financial implications to the individual property owners. I agree with the Municipal Council that they be notified. I am willing to contact each property owner by mail notifying them of the change of status.

Sincerely,  
City of Taunton

Mark B. Slusarz, P.E.  
City Engineer

Attachments

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### FEMA Flood Zone Changes: 2015

	Address	Lot	Building	Notes
1	Map/Lot: 64-336	Added	No Change	Building not in flood zone
2	Map/Lot: 65-292	Added	No Change	Building not in flood zone
3	Map/Lot: 65-291	Added	None	No Building
4	Map/Lot: 64-315	Added	None	No Building
5	Map/Lot: 64-324	Added	None	No Building
6	Map/Lot: 65-298	Added	None	No Building
7	Map/Lot: 65-299	Added	None	No Building. Owner Unknown
8	Map/Lot: 65-300	Added	None	No Building. City of Taunton:Myrtle Street
9	Map/Lot: 65-554	Added	None	No Building
10	Map/Lot: 65-710	Added	None	No Building
11	Map/Lot: 77-663	Added	None	City of Taunton:Barnum Lane, conservation land?
12	Map/Lot: 77-688	Added	None	No Building
13	Map/Lot: 66-338	Added	None	No Building
14	Map/Lot: 66-546	Added	None	No Building. TMLP
15	Map/Lot: 68-236	Added	None	City of Taunton:King James Blvd., conservation land?
16	401 Berkley St.	Added	Added	
17	410 Berkley St.	Added	No Change	Building not in flood zone
18	413 Berkley St.	Added	No Change	Building not in flood zone
19	7 Billings St.	Added	Added	
20	8 Bliss St.	Added	No Change	Building not in flood zone
21	14 Bliss St.	Added	No Change	Building not in flood zone
22	17 Bliss St.	Added	No Change	Building not in flood zone
23	20 Bliss St.	Added	No Change	Building not in flood zone
24	20.5 Bliss St.	Added	No Change	Building not in flood zone
25	18 Brook St.	Added	Added	
26	49 Clifford St.	Added	No Change	Building not in flood zone
27	51 Clifford St.	Added	No Change	Building not in flood zone

FEMA Flood Zone Changes: 2015

	Address	Lot	Building	Notes
28	53 Clifford St.	Added	No Change	Building not in flood zone
29	57 Clifford St.	Added	No Change	Building not in flood zone
30	59 Clifford St.	Added	No Change	Building not in flood zone
31	67 Clifford St.	Added	No Change	Building not in flood zone
32	63 Clinton St.	Added	Added	
33	53 Clinton St.	Added	No Change	Building not in flood zone
34	60 Clinton St.	Added	No Change	Building not in flood zone
35	433 Cohannet St.	Added	Added	
36	29 Friend St.	Added	Added	
37	31 Friend St.	Added	Added	
38	21 Friend St.	Added	No Change	Building not in flood zone
39	19R Friend St.	Added	No Change	Building not in flood zone
40	12 Gushee Ln.	Added	No Change	Building not in flood zone
41	5 Hern Ave.	Added	No Change	Building not in flood zone
42	7 Hern Ave.	Added	No Change	Building not in flood zone
43	130 High St.	Added	No Change	Building not in flood zone
44	140 High St.	Added	No Change	Building not in flood zone
45	38 Ingell St.	Added	Added	
46	42 Ingell St.	Added	No Change	Building not in flood zone
47	2 Jerome St.	Added	No Change	Building not in flood zone
48	49 Kilmer Ave.	Added	Added	
49	55 Kilmer Ave.	Added	Added	
50	18 Kilmer Ave.	Added	No Change	Building not in flood zone
51	91 Kilmer Ave.	Added	No Change	Building not in flood zone
52	93 Kilmer Ave.	Added	No Change	Building not in flood zone
53	410 King James Blvd.	Added	No Change	Building not in flood zone
54	25 Marvel St.	Added	No Change	Building not in flood zone

## FEMA Flood Zone Changes: 2015

	Address	Lot	Building	Notes
55	27 Marvel St.	Added	No Change	Building not in flood zone
56	29 Marvel St.	Added	No Change	Building not in flood zone
57	7 Mechanic St.	Added	Added	
58	15 Mechanics Ln.	Added	Added	
59	26 Myrtle St.	Added	Added	
60	28 Myrtle St.	Added	Added	
61	10 Myrtle St.	Added	No Change	Building not in flood zone
62	14 Myrtle St.	Added	No Change	Building not in flood zone
63	20 Myrtle St.	Added	No Change	Building not in flood zone
64	22 Myrtle St.	Added	No Change	Building not in flood zone
65	24 Myrtle St.	Added	No Change	Building not in flood zone
66	30 Myrtle St.	Added	No Change	Building not in flood zone
67	34 Myrtle St.	Added	No Change	Building not in flood zone
68	40 Myrtle St.	Added	No Change	Building not in flood zone
69	37 Oak Ave.	Added	Added	
70	41 Oak Ave.	Added	Added	
71	93 Oak St.	Added	No Change	Building not in flood zone
72	46 Orchard St.	Added	Added	
73	49 Orchard St.	Added	Added	
74	53 Orchard St.	Added	Added	
75	59 Orchard St.	Added	Added	
76	44 Orchard St.	Added	No Change	Building not in flood zone
77	735 Richmond St.	Added	No Change	Building not in flood zone
78	58 Shores St.	Added	No Change	Building not in flood zone
79	101 Shores St.	Added	No Change	Building not in flood zone
80	573 Somerset Ave.	Added	Added	
81	16 Spring St.	Added	Added	



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### FEMA Flood Zone Changes: 2015

	Address	Lot	Building	Notes
82	18 Spring St.	Added	Added	
83	20 Vernon St.	Added	Added	
84	22 Vernon St.	Added	Added	
85	11 Vernon St.	Added	No Change	Building not in flood zone
86	30 Vernon St.	Added	No Change	Building not in flood zone
87	40 Vernon St.	Added	No Change	Building not in flood zone
88	46 Vernon St.	Added	No Change	Building not in flood zone
89	50 Vernon St.	Added	No Change	Building not in flood zone
90	62 Weir St.	Added	Added	
91	74 Weir St.	Added	Added	
92	30 West Weir St.	Added	No Change	Building not in flood zone
93	32 West Weir St.	Added	No Change	Building not in flood zone
94	9 Winthrop St.	Added	Added	
95	127 Winthrop St.	Added	Added	
96	158 Winthrop St.	Added	Added	
97	42 Winthrop St.	Added	No Change	Building not in flood zone
98	109 Winthrop St.	Added	No Change	Building not in flood zone
99	117 Winthrop St.	Added	No Change	Building not in flood zone
100	125 Winthrop St.	Added	No Change	Building not in flood zone
101	131 Winthrop St.	Added	No Change	Building not in flood zone
102	141 Winthrop St.	Added	No Change	Building not in flood zone
103	142 Winthrop St.	Added	No Change	Building not in flood zone
104	146 Winthrop St.	Added	No Change	Building not in flood zone
105	160 Winthrop St.	Added	No Change	Building not in flood zone

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### FEMA Flood Zone Changes: 2015

	Address	Lot	Building	Notes
1	Map/Lot: 65-135	Decreased	Removed	City of Taunton
2	Map/Lot: 65-433	Decreased	Removed	City of Taunton: Oak St., TMLP?
3	Map/Lot: 78-188	Decreased	Removed	City of Taunton: Ingell St., DPW
4	Map/Lot: 81-7	Decreased	Removed	City of Taunton: Paul Reveer Terrace, Conservation land
5	3 Agawam St.	Decreased	Removed	
6	95 Arlington St.	Decreased	Removed	
7	103 Arlington St.	Decreased	Removed	
8	105 Arlington St.	Decreased	Removed	
9	107 Arlington St.	Decreased	Removed	
10	111 Arlington St.	Decreased	Removed	
11	131 Arlington St.	Decreased	Removed	Taunton Girls Club
12	4 Berkley St.	Decreased	Removed	
13	378 Berkley St.	Decreased	Removed	
14	489 Berkley St.	Decreased	Removed	
15	490 Berkley St.	Decreased	Removed	
16	492 Berkley St.	Decreased	Removed	
17	509 Berkley St.	Decreased	Removed	
18	4 Bliss St.	Decreased	Removed	
19	30 Briggs St.	Decreased	Removed	
20	62 Briggs St.	Decreased	Removed	
21	66 Briggs St.	Decreased	Removed	
22	305 Broadway	Decreased	Removed	
23	315 Broadway	Decreased	Removed	
24	447 Broadway	Decreased	Removed	
25	19 Cape Rd.	Decreased	Removed	
26	23 Cape Rd.	Decreased	Removed	
27	25 Cape Rd.	Decreased	Removed	

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### FEMA Flood Zone Changes: 2015

	Address	Lot	Building	Notes
28	250 Cape Rd.	Decreased	Removed	
29	7 Chase St.	Decreased	Removed	
30	464 Cohannet St.	Decreased	Removed	
31	482 Cohannet St.	Decreased	Removed	
32	3 Couch St.	Decreased	Removed	
33	6 Couch St.	Decreased	Removed	
34	231 County St.	Decreased	Removed	
35	50 Court St.	Decreased	Removed	City of Taunton
36	54 Court St.	Decreased	Removed	
37	11 Dean St.	Decreased	Removed	
38	26 Dean St.	Decreased	Removed	
39	110 Dean St.	Decreased	Removed	
40	152 Dean St.	Decreased	Removed	
41	164 Dean St.	Decreased	Removed	
42	74 East Water St.	Decreased	Removed	
43	80 East Water St.	Decreased	Removed	
44	105 East Water St.	Decreased	Removed	
45	107 East Water St.	Decreased	Removed	
46	109 East Water St.	Decreased	Removed	
47	111 East Water St.	Decreased	Removed	
48	123 East Water St.	Decreased	Removed	
49	125 East Water St.	Decreased	Removed	
50	141 East Water St.	Decreased	Removed	
51	145 East Water St.	Decreased	Removed	
52	149 East Water St.	Decreased	Removed	
53	157 East Water St.	Decreased	Removed	
54	25 Everett St.	Decreased	Removed	

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### FEMA Flood Zone Changes: 2015

	Address	Lot	Building	Notes
55	29 Everett St.	Decreased	Removed	
56	47 Everett St.	Decreased	Removed	
57	2 First St.	Decreased	Removed	
58	52 General Cobb St.	Decreased	Added/Removed	1 Building Added, 1 Removed
59	9 General Cobb St.	Decreased	Removed	
60	13 General Cobb St.	Decreased	Removed	
61	17 General Cobb St.	Decreased	Removed	
62	53 General Cobb St.	Decreased	Removed	
63	16 Godfrey St.	Decreased	Removed	
64	22 Godfrey St.	Decreased	Removed	
65	25 Godfrey St.	Decreased	Removed	
66	170 Harris St.	Decreased	Removed	City of Taunton Water Works
67	7 Hood St.	Decreased	Removed	
68	20 Ingell St.	Decreased	Removed	
69	72 Ingell St.	Decreased	Removed	
70	63 Kilmer Ave.	Decreased	Removed	
71	64 Kilmer Ave.	Decreased	Removed	
72	415 King James Blvd.	Decreased	Removed	
73	61 Landing Dr.	Decreased	Removed	
74	385 Middleboro Ave.	Decreased	Removed	
75	390 Middleboro Ave.	Decreased	Removed	
76	103 Oak St.	Decreased	Removed	
77	75 Oakridge Dr.	Decreased	Removed	
78	104 Oakridge Dr.	Decreased	Removed	
79	118 Oakridge Dr.	Decreased	Removed	
80	103 Old Colony Ave.	Decreased	Added	
81	62 Orchard St.	Decreased	Removed	

## FEMA Flood Zone Changes: 2015

	Address	Lot	Building	Notes
82	72 Orchard St.	Decreased	Removed	
83	17 Park St.	Decreased	Removed	
84	200 Paul Revere Ter.	Decreased	Removed	
85	3 Plain St.	Decreased	Removed	
86	230 Power St.	Decreased	Removed	
87	20 Princess Kate Cir.	Decreased	Removed	
88	30 Princess Kate Cir.	Decreased	Removed	
89	40 Princess Kate Cir.	Decreased	Removed	
90	5 Prospect Pl.	Decreased	Removed	
91	53 Prospect St.	Decreased	Removed	
92	1 Riverview St.	Decreased	Removed	
93	30 Silver St. EXT	Decreased	Removed	
94	21 Spring St.	Decreased	Removed	
95	15 Summer St.	Decreased	Removed	City of Taunton: Old City Hall
96	117 Summer St.	Decreased	Removed	
97	88R Wales St.	Decreased	Removed	
98	55 Weir St.	Decreased	Removed	TMLP
99	1 West Summer St.	Decreased	Removed	
100	825 West Water St.	Decreased	Removed	City of Taunton: Water Treatment Plant
101	51 West Weir St.	Decreased	Removed	
102	56 West Weir St.	Decreased	Removed	
103	59 West Weir St.	Decreased	Removed	
104	60 West Weir St.	Decreased	Removed	

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### FEMA Flood Zone Changes: 2015

	Address	Lot	Building	Notes
1	Map/Lot: 66-277	Increased	Added	City of Taunton: Spring St., Sewer Pump Station?
2	12 Billings St.	Increased	Added	
3	3 Bliss St.	Increased	Added	
4	9 Bliss St.	Increased	Added	
5	16 Brook St.	Increased	Added	
6	33 Friend St.	Increased	Added	
7	39 Friend St.	Increased	Added	
8	43 Friend St.	Increased	Added	
9	47 Friend St.	Increased	Added	
10	10 Hern Ave.	Increased	Added	
11	5 Hill St.	Increased	Added	
12	22 Ingell St.	Increased	Added	
13	24 Ingell St.	Increased	Added	
14	24.5 Ingell St.	Increased	Added	
15	30 Ingell St.	Increased	Added	
16	32 Ingell St.	Increased	Added	
17	36 Ingell St.	Increased	Added	
18	50 Ingell St.	Increased	Added	
19	54 Ingell St.	Increased	Added	
20	60 Ingell St.	Increased	Added	
21	36 Kilmer Ave.	Increased	Added	
22	40 Kilmer Ave.	Increased	Added	
23	51 Kilmer Ave.	Increased	Added	
24	53 Kilmer Ave.	Increased	Added	
25	71 Kilmer Ave.	Increased	Added	
26	15 Mechanic St.	Increased	Added	
27	2 Mineral St.	Increased	Added	

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### FEMA Flood Zone Changes: 2015

	Address	Lot	Building	Notes
28	50 Orchard St.	Increased	Added	
29	58 Orchard St.	Increased	Added	
30	10 Plain St.	Increased	Added	
31	2 Silver St.	Increased	Added	
32	581 Somerset Ave.	Increased	Added	
33	609 Somerset Ave.	Increased	Added	
34	625 Somerset Ave.	Increased	Added	
35	12 Southeast St.	Increased	Added	
36	19 Spring St.	Increased	Added	
37	3 West Water St.	Increased	Added	
38	701 West Water St.	Increased	Added	
39	704 West Water St.	Increased	Added	
40	156 Winthrop St.	Increased	Added	

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### FEMA Flood Zone Changes: 2015

	Address	Lot	Building	Notes
1	Map/Lot: 55-713	Removed	None	No Building
2	Map/Lot: 55-714	Removed	None	No Building
3	Map/Lot: 55-717	Removed	Removed	
4	Map/Lot: 65-126	Removed	None	No Building
5	Map/Lot: 66-638	Removed	None	No Building
6	Map/Lot: 107-2	Removed	None	No Building
7	Map/Lot: 107-3	Removed	None	No Building
8	Map/Lot: 95-122	Removed	No Change	No Building in Flood Zone
9	Map/Lot: 96-201	Removed	No Change	No Building in Flood Zone
10	Map/Lot: 110-122	Removed	None	No Building. City of Taunton: Brookside Ave.
11	93 Arlington St.	Removed	Removed	
12	22 Berkley St.	Removed	No Change	No Building in Flood Zone
13	464 Berkley St.	Removed	No Change	No Building in Flood Zone
14	481 Cohannet St.	Removed	No Change	No Building in Flood Zone
15	45 Cohannet St.	Removed	Removed	
16	2 Couch St.	Removed	Removed	
17	4 Couch St.	Removed	Removed	
18	28 Cullen St.	Removed	No Change	No Building in Flood Zone
19	14 Cullen St.	Removed	Removed	
20	26 Cullen St.	Removed	Removed	
21	56 Duffy Dr.	Removed	No Change	No Building in Flood Zone
22	60 Duffy Dr.	Removed	No Change	No Building in Flood Zone
23	38 Everett St.	Removed	No Change	No Building in Flood Zone
24	9 Hood St.	Removed	Removed	
25	11 Hood St.	Removed	Removed	
26	62 Kilmer Ave.	Removed	No Change	No Building in Flood Zone
27	41 Landing Dr.	Removed	No Change	No Building in Flood Zone



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### FEMA Flood Zone Changes: 2015

	Address	Lot	Building	Notes
28	399 Middleboro Ave.	Removed	No Change	No Building in Flood Zone
29	44 Oakridge Dr.	Removed	No Change	No Building in Flood Zone
30	58 Oakridge Dr.	Removed	No Change	No Building in Flood Zone
31	70 Oakridge Dr.	Removed	No Change	No Building in Flood Zone
32	82 Oakridge Dr.	Removed	Removed	
33	94 Oakridge Dr.	Removed	Removed	
34	50 Washington St.	Removed	Removed	
35	35 West Weir St.	Removed	No Change	No Building in Flood Zone
36	37 West Weir St.	Removed	Removed	
37	47 West Weir St.	Removed	Removed	



Serving a Public Power Community

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May 14, 2015

Rose Marie Blackwell  
City Clerk  
City Hall  
Taunton, Mass 02780

By vote of the Municipal Light Commission on April 21, 2015, the following is a report of action taken on street lights.

WESTVILLE TERRACE  
Street off of Pole #118 Cohannet Street  
Taunton, MA

The recommendation is to transfer the cost of lighting from A.L.E. Realty Trust to the City of Taunton. Lights to be transferred will be 70w high-pressure sodium lights on Poles 2 and 4 for a total of two lights on Westville Terrace in Taunton.

This is in conformance with the City of Taunton Street Light Policy. Westville Terrace was accepted by the City Council on February 10, 2015.

Transfer of cost requested is by A.L.E. Realty Trust, PO Box 1126, Taunton.

- Estimate cost is \$ 10.58 per month
- Does not include fuel adjustment credit

It is requested that this street lighting report be presented to the Municipal Council for approval of the energy services.

Very truly yours,

MUNICIPAL LIGHT COMMISSION  
OF THE CITY OF TAUNTON

A handwritten signature in black ink that reads "Kenneth Goulart". The signature is written in a cursive, flowing style.

KENNETH GOULART  
GENERAL MANAGER



Serving a Public Power Community

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July 20, 2015

Ms. Rose Marie Blackwell  
City Clerk  
Taunton City Hall  
141 Oak Street  
Taunton, MA 02780

Re: Pedestrian crossing signals, Winthrop and Highland Streets.

Dear Ms. Blackwell,

At a regular meeting of the Municipal Council held on July 14, 2015 Councilor Cleary requested TMLP be notified regarding an issue with the pedestrian crossing signals not working correctly at the intersection of Winthrop and Highland Streets (your letter dated July 15, 2015 is attached as reference).

Please be advised the signals were repaired on July 14th, 2015. The signals were also checked on July 20, 2015 and are all working correctly per the appropriate traffic signal permit.

If you have any questions, please contact me at (508) 824-3167.

Very truly yours,  
MUNICIPAL LIGHT COMMISSION  
OF THE CITY OF TAUNTON

A handwritten signature in black ink that reads 'Craig Foley'. The signature is written in a cursive style.

**Craig Foley**  
Transmission and Distribution Manager



## TAUNTON PLANNING BOARD

City Hall  
15 Summer Street  
Taunton, Massachusetts 02780

Denise J. Paiva, Secretary

Phone 508-821-1051

Fax 508-821-1665

July 23, 2015

Honorable Thomas Hoyer, Mayor  
Members of the Municipal Council  
141 Oak St., Maxham School  
Taunton, Ma. 02780

C/O Rose Marie Blackwell, City Clerk

**RE: Form J Plan 9 Woodlawn St**

Dear Mayor Hoyer and Members of the Municipal Council:

Please be advised the Taunton Planning Board received a Form J Plan – Waiver of frontage requirements – to re-configure a parcel of land into two lots – for property at 9 Woodlawn Street – Property I.D. 109-103 & 109- 104 submitted by William Stevenson, Trustee, Stevenson Family Irrevocable Trust, 28 Caswell St., E. Taunton, Ma.

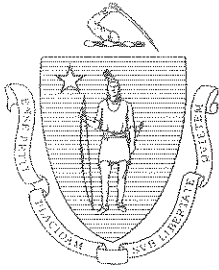
The Planning Board will review this proposal on Thursday, August 6, 2015 at 5:30 PM in the Chester R Martin Municipal Council Chambers, 141 Oak St., Taunton, Ma.

Respectfully yours,

*Robert Campbell (RPC)*

Robert P. Campbell, Chairman  
Taunton Planning Board

RPC/ djp



The Commonwealth of Massachusetts  
MASSACHUSETTS SENATE

27

SENATOR MARC R. PACHECO  
First Plymouth and Bristol District

STATE HOUSE, ROOM 312B  
BOSTON, MA 02133-1053  
TEL. (617) 722-1551

MARC.PACHECO@MASENATE.GOV  
WWW.MASENATE.GOV

- SENATE COMMITTEES
- Chairman
- GLOBAL WARMING AND CLIMATE CHANGE
- WAYS AND MEANS
- JOINT COMMITTEES
- Senate Chairman
- ENVIRONMENT, NATURAL RESOURCES AND AGRICULTURE
- Senate Vice Chairman
- PUBLIC HEALTH
- HOUSING
- REVENUE
- TRANSPORTATION
- TELECOMMUNICATIONS, UTILITIES AND ENERGY

July 15, 2015

Mayor Thomas Hoyer  
City Hall  
141 Oak Street  
Taunton, MA 02780

Dear Mayor Hoyer and Members of the Taunton City Council:

I am pleased to announce that the City of Taunton will be benefitting from appropriations in this year's Senate budget.

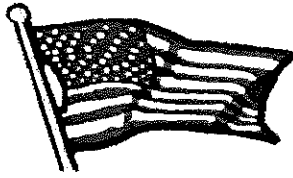
In this year's budget, I filed for and secured funds that will ensure a minimum 45 continuing care inpatient beds at Taunton State Hospital to be funded under this year's budget, with the possibility of additional beds. In addition to funding these beds, the language in the budget also calls for the development of a comprehensive master plan of the campus, and the possibility for publicly-run pilot programs to better serve those with mental and behavioral health issues, and those who are dual-diagnosed. I am also pleased to share with you that I have worked to secure additional funding totaling \$35,000 for improvements to Massasoit State Park, and \$250,000 for the operations of the Life Sciences, Education and Training Center at the former Paul A. Dever State School.

I am always glad to be in communication with officials in my district. If I may ever be of service to you, please do not hesitate to reach out to my office at 617-722-1551.

Sincerely,

Marc R. Pacheco  
President Pro Tempore  
Massachusetts State Senate





RECEIVED  
CITY CLERK'S OFFICE

2015 JUL 31 A 10:56

TAUNTON, MA

\_\_\_\_\_  
CITY CLERK

AUGUST 4, 2015

HONORABLE THOMAS C. HOYE, JR., MAYOR  
COUNCIL PRESIDENT ESTELE BORGES  
AND MEMBERS OF THE MUNICIPAL COUNCIL

**PLEASE NOTE:** **THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR TUESDAY, AUGUST 4, 2015 AT 5:30 P.M. AT THE TEMPORARY CITY HALL AT MAXHAM SCHOOL, 141 OAK STREET, TAUNTON, MA. 02780, IN THE CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS**

5:30 P.M.

**THE COMMITTEE ON FINANCE & 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

**PLEASE NOTE:** **A "MEETING" OF THE ENTIRE MUNICIPAL COUNCIL, AS SAID TERM IS DEFINED IN MASS. GEN. L. C. 30A, §18 MAY OCCUR CONCURRENTLY WITH THIS COMMITTEE MEETING**

**THE COMMITTEE ON POLICE AND LICENSE**

1. MEET WITH THE POLICE CHIEF AND DETECTIVE SMITH ON PETITION FOR RENEWAL OF OLD GOLD LICENSE FOR PACHECO JEWELRY, 20-22 TAUNTON GREEN
2. MEET WITH THE POLICE CHIEF AND DETECTIVE SMITH ON THE FOLLOWING PETITIONS FOR RENEWAL OF TEMPORARY FIXED VENDOR LICENSES:
  - A. JOE'S FRESH SEAFOOD, 255 CAPE HIGHWAY
  - B. LILLIAN AMARO, 889 MIDDLEBORO AVE., E. TAUNTON TO SELL CHRISTMAS TREES AT 515 MIDDLEBORO AVE.
3. MEET WITH THE POLICE CHIEF AND DETECTIVE SMITH ON PETITION FOR RENEWAL OF BILLIARD TABLE LICENSE FOR SMOKEY BONES BAR & FIRE GRILL, 1023 COUNTY STREET - 2 TABLES
4. MEET WITH THE POLICE CHIEF AND DETECTIVE SMITH ON PETITION FOR RENEWAL OF SECOND HAND ARTICLE LICENSE FOR USER-FRIENDLY ELECTRONICS, 336 WEIR STREET

5. MEET WITH THE POLICE CHIEF AND DETECTIVE SMITH ON PETITION FOR RENEWAL OF SECOND HAND ARTICLE LICENSE, OLD GOLD LICENSE, JUNK DEALER LICENSE AND PAWN BROKER LICENSE FOR MONEY TREE, 49 WEIR STREET
6. MEET WITH THE POLICE CHIEF AND DETECTIVE SMITH ON PETITION FOR NEW TEMPORARY FIXED VENDOR LICENSE FOR STREAMLINER, 447 BROADWAY, TAUNTON (TO SELL HOT DOGS, FOOD & COLD BEVERAGES, MONDAY - SUNDAY, 7AM-9PM)
7. MEET WITH THE POLICE CHIEF AND SAFETY OFFICER TO DISCUSS REQUEST OF MORTON HOSPITAL FOR STREET PARKING OPTIONS ALONG NORTH PLEASANT STREET
8. MEET TO REVIEW MATTERS IN FILE
  - A. DISCUSS CALLING FOR FEMALE LIST.
9. PUBLIC INPUT

**PLEASE NOTE:**

**A "MEETING" OF THE ENTIRE MUNICIPAL COUNCIL, AS SAID TERM IS DEFINED IN MASS. GEN. L. C. 30A, §18 MAY OCCUR CONCURRENTLY WITH THIS COMMITTEE MEETING**

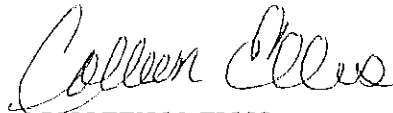
**THE COMMITTEE OF THE COUNCIL AS A WHOLE**

1. MEET TO REVIEW RULES OF THE COUNCIL
2. MEET TO REVIEW MATTERS IN FILE

**PLEASE NOTE:**

**A "MEETING" OF THE ENTIRE MUNICIPAL COUNCIL, AS SAID TERM IS DEFINED IN MASS. GEN. L. C. 30A, §18 MAY OCCUR CONCURRENTLY WITH THIS COMMITTEE MEETING**

RESPECTFULLY,



COLLEEN M. ELLIS  
CLERK OF COUNCIL COMMITTEES