



**MUNICIPAL COUNCIL AGENDA
CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS
141 OAK STREET, TAUNTON, MA 02780**

~
DECEMBER 17, 2013 – 7:00 PM

**INVOCATION
ROLL CALL
RECORDS**

HEARING:

On the petition for the modification of a special permit submitted by Richard Riccio, III, Field Engineering Co., Inc., 11D Industrial Drive, P.O. Box 1178, Mattapoisett on behalf of his client William Shamon, Myles Standish Medical Center, LLC, 125 Constitution Blvd., Franklin, MA to allow

A modification of an existing Special Permit to allow for the phased construction of additional paved parking spaces with associated storm water management facilities to service the proposed education use located at 101 Industrial Park Road which is in the Industrial District

- Com. from Chairman, Taunton Planning Board submitting a recommendation
- Decision of the City of Taunton Planning Board on the petition for site plan review
- Com. from Chairman, DIRB submitting conditions
- Com. from Conservation Agent submitting recommendation
- Com. from Board of Health stating they have no comments
- Com. from TMLP Distribution Manager reserving comments

COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

- Appointment of two (2) Permanent Full-Time Reserve Police Officers:
 - Jeremy T. Derosiers
 - Casey S. Holmes

COMMUNICATIONS FROM CITY OFFICERS

Pg. 1-9 Com. from City Solicitor – Sale of Walker School to The Neighborhood Corporation

RECEIVED
CITY CLERK'S OFFICE
2013 DEC 13 A 10:28
TAUNTON, MA
CITY CLERK

Pg. 10-12 Com. from Chairman, Taunton Planning Board - Notifying of a public hearing

Pg. 13-14 Com. from Joshua Lee Freeman, 15 Michael Road, Raynham – Expressing his thoughts

PETITIONS

Claim

Claim submitted by Attorney Kreg R. Espinola, Burke, Espinola & van Colen, 45 North Main St., 5th Floor, Fall River, MA 02720 on behalf of his client, Jermaine Pina, 37 Kingman St., East Taunton seeking reimbursement for injuries sustained when he fell 35 feet from the bleachers at Taunton High School.

Street Acceptance

Petition submitted by Attorney Jill Zajac, c/o Harvey Street LLC, 490 Winthrop St., Taunton and others requesting the acceptance of Brandy Lane in the City of Taunton as a public way. **(PUBLIC HEARING REQUIRED)**

COMMITTEE REPORTS

UNFINISHED BUSINESS

ORDERS, ORDINANCES AND RESOLUTIONS

NEW BUSINESS

Respectfully submitted,



**Rose Marie Blackwell
City Clerk**



TAUNTON PLANNING BOARD

City Hall
15 Summer Street
Taunton, Massachusetts 02780

Denise J. Paiva, Secretary

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

December 6, 2013

Honorable Mayor Hoye and
Members of the Municipal Council
City Hall, 15 Summer Street
Taunton, MA 02780

C/O Rosemarie Blackwell, City Clerk

RE: SPECIAL PERMIT- MODIFICATION - 101 Industrial Park Road – Education Use

Dear Mayor Hoye and Members of the Municipal Council:

Please be advised that on December 5, 2013 the Taunton Planning Board reviewed the proposal for an Education Use at 101 Industrial Park Road located in the Industrial District.

The Taunton Planning voted to send the Municipal Council a POSTIVE recommendation for this proposal. With the following condition:

The additional parking, traffic flow modifications and drainage basin changes shall be completed if the minimum required parking under zoning exceeds the available parking on site. Note: Educational use parking requirements are calculated based upon occupancy which means that 1 parking space is required for every two seats in the classrooms. The petitioner is also free to complete the work at any earlier time they determine the parking is necessary.

Attached are department comments and Site Plan Review decision for your review.

Very truly yours,

Daniel P. Dermody, Chairman
TAUNTON PLANNING BOARD

DPD/djp



TAUNTON PLANNING BOARD

City Hall

15 Summer Street

Taunton, Massachusetts 02780

Denise J. Paiva, Secretary

Phone 508-821-1051

Fax 508-821-1665

DECEMBER 6, 2013

**DECISION OF THE
CITY OF TAUNTON PLANNING BOARD
ON THE PETITION FOR
SITE PLAN REVIEW**

OWNER/PETITIONER:

**William Shamon
125 Constitution Blvd.,
Franklin, Ma. 02038**

For: 101 Industrial Park Road – Office bldg/ School -Modification

On or about October 22, 2013 the petitioner filed with the City of Taunton Planning Board a petition for a modification of a Site Plan Review for a 22,000 square foot office and 11,000 square foot college use at 101 Industrial Park Road, Taunton, Ma. . As required by the Zoning Ordinance, copies of the petition and plans submitted therewith were submitted to the applicable City Boards and Departments. On December 5, 2013 a public meeting was held by the Taunton Planning Board, after proper notice as required by Massachusetts General Laws Chapter 40A, Section 11 and the City's Zoning Ordinance. In considering the petition, the Planning Board familiarized itself with the premises and examined the location, layout and other characteristics. After reviewing the petition, plans and testimony, the Planning Board finds that the petition was formally sufficient and submitted and reviewed in accordance with the procedures set forth in the Z o n i n g O r d i n a n c e a n d t h a t p r o p e r n o t i c e w a s given by the Taunton Planning Board, having made motion to Grant the Site Plan Review, based on the submitted plans and accompanying materials and above mentioned reasons and the Taunton Planning Board, having voted in favor of said motion, hereby Grants the petition for a Site Plan Review with the following conditions:

Condition #1) That the plans dated March 27, 2013 shall govern with the following additional conditions:

Condition #2) A rubbish permit is required for all containers of 6 cubic yards or more.

Condition #3) Lighting shall not illuminate any portion of abutting properties and a lighting plan shall be approved prior to building permit.

Condition #4) The site shall be kept clean and clear of debris.

Condition #5) Two sets of As-Builts shall be submitted upon completion of all work on site and shall include certification notes and stamps by a Design Engineer (PE) and Land Surveyor (PLS) stating that the development has been built according to the approved plans. Plans shall show at least all of the information shown on the proposed plans referenced in condition #1 above and all utility as-builts.

Condition #6) Landscaped buffer Class 3, 10 foot front, 15 foot side and rear buffers required. Planting schedule must be shown on plans approved prior to building permit.

Condition #7) Trench permits, road opening permit, water and sewer connection permits are required prior to construction.

Condition #8) Maintenance plan for drainage system shall be approved by the City Engineer prior to building permit.

Condition #9) Dumpster shall be kept closed at all times, emptied regularly, be placed on a concrete pad and enclosed with a 6 foot stockade fence.

Condition #10) A set of updated plans shall be submitted that conforms to all of the requirements of this decision before any building permits will be issued. Two sets are required.

Condition #11) ADA compliance ramps shall be provided at the end of all sidewalks.

Condition #12) Unsuitable materials shall be removed from the area to be filled.

Condition #13) The directional sign at the intersection shall comply with City Sign Requirements.

Condition #14) A copy of the amended recorded easements for the access and drainage shall be provided prior to building permit.

Condition #15) A traffic sign plan shall be approved for egress and access for this site prior to building permit.

Condition #16) A haz mat permit from the Board of Health is required.

Condition #17) A rumble strip shall be installed between the drop off area and the traffic aisle.

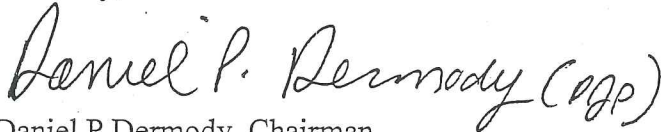
Condition #18) Crosswalks shall be striped from the handicap access aisles to the entrance.

Condition # 19) Filter fabric shall be tied into Geo grid.

Condition #20) A stamped drainage report shall be approved by the City Engineer prior to building permit.

Condition #21) The additional parking, traffic flow modifications and drainage basin changes shall be completed if the minimum required parking under zoning exceeds the available parking on site. Note: Educational use parking requirements are calculated based upon occupancy which means that 1 parking space is required for every two seats in the classrooms. The petitioner is also free to complete the work at any earlier time they determine the parking is necessary.

Sincerely,



Daniel P. Dermody, Chairman
Taunton Planning Bd.

DPP/djp

CC: City Engineer
Conservation Commission
Water Dept.
Field. Eng.

Bldg. Dept.
Bd. Of Health
DPW
Wm. Shamon



City of Taunton, Massachusetts DEVELOPMENT IMPACT REVIEW BOARD

15 Summer Street
Taunton, Massachusetts 02780

Phone 508-821-1051, Fax 508-821-1043
www.ci.taunton.ma.us

November 19, 2013

Daniel Dermody, Chair
Planning Board
15 Summer Street
Taunton, Ma 02780

RE: 101 Industrial Park Rd - school

Dear Chairman Dermody and Planning Board Members,

On November 19, 2013 the Development Impact Review Board met to review the application of William Shamon, Myles Standish Medical Center LLC, 125 Constitution Blvd, Franklin, Ma 02038 on 101 Industrial Park Road, Taunton, Ma for a modification of an existing approval for a 22,000 sq ft office and 11,000 sq ft educational use which requires a Site Plan Review from the Planning Board.

In considering the petition, the DIRB familiarized itself with the premises and examined the location, layout and other characteristics.

After reviewing the petition, plans and testimony, the DIRB finds that the petition was formally sufficient and submitted and reviewed in accordance with the procedures set forth in the Zoning Ordinance and that proper notice was given

The DIRB hereby recommends that any approval of this petition by the Planning Board contain the following conditions of which conditions 1-20 are included in the original decision and are not proposed to change and condition #21 is a new condition based on the amendment request;

Condition #1) That the plans dated March 27, 2013 shall govern with the following additional conditions:

Condition #2) A rubbish permit is required for all containers of 6 cubic yards or more.

Condition #3) Lighting shall not illuminate any portion of abutting properties and a lighting plan shall be approved prior to building permit.

Condition #4) The site shall be kept clean and clear of debris.

Condition #5) Two sets of As-Builts shall be submitted upon completion of all work on site and shall include certification notes and stamps by a Design Engineer (PE) and Land Surveyor (PLS) stating that the development has been built according to the approved plans. Plans shall show at least all of the information shown on the proposed plans referenced in condition #1 above and all utility as-builts.

Condition #6) Landscaped buffer Class 3, 10 foot front, 15 foot side and rear buffers required. Planting schedule must be shown on plans approved prior to building permit.

Condition #7) Trench permits, road opening permit, water and sewer connection permits are required prior to construction.

Condition #8) Maintenance plan for drainage system shall be approved by the City Engineer prior to building permit.

Condition #9) Dumpster shall be kept closed at all times, emptied regularly, be placed on a concrete pad and enclosed with a 6 foot stockade fence.

Condition #10) A set of updated plans shall be submitted that conforms to all of the requirements of this decision before any building permits will be issued. Two sets are required.

Condition #11) ADA compliance ramps shall be provided at the end of all sidewalks.

Condition #12) Unsuitable materials shall be removed from the area to be filled.

Condition #13) The directional sign at the intersection shall comply with City Sign Requirements.

Condition #14) A copy of the amended recorded easements for the access and drainage shall be provided prior to building permit.

Condition #15) A traffic sign plan shall be approved for egress and access for this site prior to building permit.

Condition #16) A haz mat permit from the Board of Health is required.

Condition #17) A rumble strip shall be installed between the drop off area and the traffic aisle.

Condition #18) Crosswalks shall be striped from the handicap access aisles to the entrance.

Condition # 19) Filter fabric shall be tied into Geo grid.

Condition #20) A stamped drainage report shall be approved by the City Engineer prior to building permit.

Condition #21) The additional parking, traffic flow modifications and drainage basin changes shall be completed upon occupancy of more than 80% of the gross floor area of the building. The work must also be completed if the min required parking under zoning exceeds the available parking on site. Note: educational use parking requirements is calculated based upon occupancy which means that 1 parking space is required for every two seats in the classrooms. The petitioner is also free to complete the work at any earlier time they determine the parking to be necessary.

Sincerely,



Kevin R Scanlon,
DIRB Chair AICP

HEARING

rec'd.
11-19-13



City of Taunton, Massachusetts
**CONSERVATION
COMMISSION**

*15 Summer Street
Annex Building
Taunton, Massachusetts 02780*

Phone 508-821-1095 Fax 508-821-1665

Conservation Commissioners

*Debbie Botellio, Chair
Renwick Chapman, PE
Ernest Enos
Luis Freitas
Marla Isaac
Neil Kelly
Steven Turner*

November 19, 2013

Daniel Dermody, Chair
Members of Taunton Planning Board
15 Summer Street
Taunton, MA 02780

RE: Special Permit Modification – 101 Industrial Park Road, educational use

Dear Mr. Dermody and Members of the Taunton Planning Board,

There are no conservation issues regarding the Applicant's request to allow for the phased construction of additional paved parking spaces with associated stormwater management facilities to service the proposed educational use.

Sincerely,


Michele Restino
Conservation Agent

Denise Paiva, Taunton Planning

From: "Adam Vickstrom" <cotboh7@tmlp.net>
To: "Denise Paiva, Taunton Planning" <dpaiva@tmlp.net>
Sent: Tuesday, December 03, 2013 8:42 AM
Subject: Planning Board

I just want to touch base about 101 Industrial Park Road, hearing this Thursday. I did not submit any comments because the BOH has none in regards to this case.

Adam S. Vickstrom
Assistant Executive Director
Taunton Board of Health
~~45 School Street~~
Taunton, MA 02780
(508) 821-1400
(508) 821-1403 (fax)



HEARING

Rec'd

11-4-13



Serving a Public Power Community

October 28, 2013

Mr. Kevin Scanlon, City Planner
Development Impact Review Board
City Hall
15 Summer Street
Taunton, MA 02780

Dear Mr. Scanlon:

We have reviewed the plans of the following as requested:

“101 Industrial Park Road” (educational use)

Since electric utilities are not shown on these plans, we will reserve comments until such time as we receive a plan indicating proposed locations.

Very truly yours,

MUNICIPAL LIGHT COMMISSION
OF THE CITY OF TAUNTON

A handwritten signature in black ink that reads 'Craig Foley'.

CRAIG FOLEY
Distribution Manager

CF:mif



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

December 6, 2013

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

RE: Sale of Walker School to The Neighborhood Corporation

Dear Mayor Hoye and Members of the Municipal Council:

Attached please find a purchase and sale agreement between the City of Taunton and The Neighborhood Corporation relative to the sale of the Walker School building. As you know, at \$75,000.00, The Neighborhood Corporation was the highest bidder on the property when the City advertised and issued a formal request for proposals (RFP).

On March 12, 2013, the Municipal Council voted to refer this matter "to the Law Office to work with The Neighborhood Corporation and determine whether this can be done and to structure some type of agreement that we are going to execute the RFP, transfer title of the property and delay payment of the \$75,000 for a year to eighteen months." Please know that I have been working with Dean Harrison from The Neighborhood Corporation to fashion the enclosed agreement, which calls for a closing date of May 30, 2014, and that accomplishes all of the goals previously voted upon by the Municipal Council.

This office approves the form and character of the agreement. I respectfully request that you vote to approve the agreement and authorize Mayor Hoye to sign it on behalf of the City.

Very truly yours,

Jason D. Buffington, Esq.
City Solicitor

2.

PURCHASE AND SALE AGREEMENT

This _____ day of December, 2013

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:** Weir Land Village LLC
 Nominee of The Neighborhood Corporation

ADDRESS: 120 Ingell Street, 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 135 Berkley Street, Taunton, MA containing 1.20 acres more or less, being real property identified as Taunton's Assessor's Map 92, Parcel 299, 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, or a further nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided (provided said nominee shall be approved by the SELLER, which approval shall not be unreasonably withheld), 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.

- (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 Seventy-Five Thousand and no/100 Dollars (\$75,000.00) ("the Purchase Price"), which, except for the Deposit made pursuant to paragraph 7(1), shall be paid at the time of delivery of the deed by a certified check, treasurer's check, cashier's check, attorney's conveyancing account check (in each case drawn on a Massachusetts bank or credit union) or by federal funds wire transfer.

7. DEPOSITS AND PAYMENTS:

- (1) Buyer shall make a non-refundable deposit herewith in the sum of One Hundred and no/100 Dollars (\$100.00) ("the Deposit") payable to the City of Taunton upon the signing of this Purchase and Sale Agreement. The Deposit shall be credited to the

BUYER at the time of the delivery of the deed, but shall otherwise be non-refundable to the BUYER, notwithstanding any other provisions of this Agreement to the contrary. The Deposit shall not bear any interest to either party.

- (2) In the event that the BUYER fails to close, as provided in Paragraph 9, below, the SELLER shall retain the Deposit as liquidated damages, which shall be the SELLER's sole remedy at law or in equity.

8. DUE DILIGENCE:

For the period ending 90 days after signing of the Purchase and Sale Agreement, BUYER will have the right to complete its due diligence with any and all aspects of the Property and SELLER agrees to allow BUYER and its authorized representatives full access to the Premises at reasonable times and upon prior notice. An authorized representative of SELLER shall have the right to accompany the BUYER or any of its representatives on the Premises at any time. If within such period BUYER is dissatisfied with the results of its review, BUYER may terminate this agreement without recourse to either party by notifying SELLER in writing.

9. THE CLOSING:

- (1) The deed is to be delivered and the balance of 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., May 30, 2014, unless the parties agree in writing to a different date and time.

Place of Closing: Bristol County Northern District Registry of Deeds, 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 may extend the Closing Date for one sixty-day day period for any reason, so long as BUYER notifies SELLER in writing on or before May 29, 2014.

In order to help finance the acquisition of said premises, BUYER shall apply for financing and/or a mortgage loan of Seventy-Five Thousand Dollars (\$75,000.00) at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts, a commitment for such loan cannot be obtained on or before May 15, 2014, the Buyer may terminate this agreement by written notice to the SELLER prior to May 29, 2014, whereupon all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

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

10. 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.

11. 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.

12. 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.

13. 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.

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14. ACCEPTANCE OF DEED:

The acceptance of a deed by the BUYER, or its nominee, as the case may be, 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, 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, and employees by BUYER and any of its nominees in any matters whatsoever concerning the Premises.

15. 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.

16. ADDITIONAL DOCUMENTS:

At the Closing, to the fullest extent provided by law, the SELLER shall, upon written request of BUYER, execute and deliver:

- (1) Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce BUYER's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters;
- (2) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, the SELLER's United States taxpayer identification number, that the SELLER is not a foreign person, and the SELLER's address;
- (3) Internal Revenue Service Form W-8 or Form W-9, as applicable, with SELLER's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating SELLER is not subject to back-up withholding;
- (4) Any other documents as are customarily required by a buyer, a buyer's attorney, a buyer's lender, and a buyer's title insurance company.

17. ADJUSTMENTS:

Real estate taxes for the then current year, shall be apportioned as of the Date of Closing and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the BUYER at the Closing. All references to the "then current year" and like references with respect to real estate taxes payable in respect of the Premises shall be construed to mean the then current fiscal tax period within which such taxes are payable.

18. ADJUSTMENT OF UNASSESSED AND ABATED TAXES:

If the amount of real estate taxes is not known at the Time of Closing, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment, at the request of either party, as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

19. 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.

20. HAZARDOUS MATERIALS:

The BUYER may, at its option, engage an environmental consultant to perform a so-called Phase I study of the Premises in order to determine whether or not a release of Hazardous Materials has occurred or is likely to occur at the Premises. As used in this Agreement, "Hazardous Materials" shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority. The provisions of paragraph 8, above, shall also apply to this paragraph.

21. 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.

22. 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.

23. 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.

24. 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. The designation of a title nominee (with SELLER's consent) pursuant to Paragraph 4(1) herein shall not be deemed an assignment by the BUYER within the meaning of this paragraph.

9

25. 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.

26. SIGNATURE CLAUSE

Witness our hands and seals,

SELLER: City of Taunton

Approved as to Form and Character:

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

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

BUYER: Weir Village Land LLC

BUYER: The Neighborhood Corporation

By: The Neighborhood Corporation
Its: Manager
By: Lawrence Silvia
Its: President

By: Lawrence Silvia
Its: Manager



TAUNTON PLANNING BOARD

City Hall
15 Summer Street
Taunton, Massachusetts 02780

Denise J. Paiva, Secretary

Phone 508-821-1051

Fax 508-821-1665

December 9, 2013

Honorable Mayor Thomas Hoye &
Members of the Municipal Council
141 Oak St., Temp. City Hall
Taunton, Ma. 02780

RE: Rose Marie Blackwell, City Clerk

Dear Mayor Hoye and Member of the Municipal Council:

Please be advised that the Taunton Planning Board was in receipt of the proposed zoning changes submitted by the City Planner relative to Section 5.3.5 of the City Ordinance – Reconstruction (See attached)

Any Zoning Change requires a public hearing with the Municipal Council and Planning Board. The Planning Board has scheduled their public hearing on this proposal for **Thursday, January 16, 2014 at 5:30 PM** at Maxham School, 141 Oak St., Taunton, Ma.

Respectfully yours,

Daniel P. Dermody, Chairman
Taunton Planning Board

DPD/djp



City of Taunton, Massachusetts
**DEPARTMENT OF
PLANNING AND CONSERVATION**

*15 Summer Street
Taunton, Massachusetts 02780*

*Kevin R Scanlon, Director/ Planner AICP
Michele Restino, Conservation Agent*

*Phone 508-821-1051, 508-821-1043
Phone 508-821-1095 Fax 508-821-1665
www.ci.taunton.ma.us*

November 12, 2013

Dan Dermody, Chairperson
Members of the Planning Board
15 Summer Street, City Hall
Taunton, MA 02780

RE: Proposed Zoning change- Reconstruction

Dear Mr Dermody and Planning Board Members:

This letter is in regards to a proposed zoning change for section 5.3.5 of the zoning ordinance (see attached). The issue involves residential uses (1 -3 units) in districts where they are prohibited such as Rural Residential and their ability to be rebuilt if destroyed involuntarily. For example on grace meadows drive there are a number of 2 family condos that under current regulations can only be rebuilt as a single family if destroyed by a fire. This creates an issue for lenders since there are two owners of which one would be displaced in a fire event. These homeowners cannot sell or refinance under the current verbage. They also cannot go to the ZBA since residential use variances are prohibited

Therefore, I am hereby requesting that the Planning Board vote to refer the proposed zoning change to the public hearing process for consideration and hopefully adoption

If you have any additional questions, please contact me at 508-821-1051.

Sincerely,

Kevin R Scanlon,
Director AICP

Proposed Change to the City of Taunton Zoning Ordinance
Dated November 12, 2013

Currently Reads:

5.3.5 Reconstruction

Any non-conforming building or structure destroyed or damaged by fire, flood, lightning, wind or otherwise to the extent of sixty-five (65) percent or more of such building at the time of such damage as determined by the Building Commissioner shall not be rebuilt, repaired, reconstructed nor altered unless for a purpose permitted in the zoning district in which such building is located.

Any non-conforming building or structure destroyed voluntarily to the extent of sixty-five (65) percent or more of such building at the time of such damage as determined by the Building Commissioner shall not be rebuilt, repaired, reconstructed nor altered. Any new construction on-site shall comply with zoning requirements and shall be utilized for a purpose permitted in the zoning district in which such new building is located.

Proposed to Read as follows:

5.3.5 Reconstruction

Any non-conforming building or structure destroyed or damaged by fire, flood, lightning, wind or otherwise to the extent of sixty-five (65) percent or more of such building at the time of such damage as determined by the Building Commissioner which is utilized as a non-residential or multi family (4 or more units) use shall not be rebuilt, repaired, reconstructed nor altered unless for a purpose permitted in the zoning district in which such building is located.

Any single, two family or three family use in a building or structure destroyed or damaged by fire, flood, lightning, wind or otherwise to the extent of sixty-five (65) percent or more of such building at the time of such damage as determined by the Building Commissioner may be rebuilt, repaired, reconstructed or altered for a period of 12 months from the date of damage. After twelve months, the building or structure shall not be rebuilt, repaired, reconstructed nor altered unless for a purpose permitted in the zoning district in which such building is located.

Any non-conforming building or structure destroyed voluntarily to the extent of sixty-five (65) percent or more of such building at the time of such damage as determined by the Building Commissioner shall not be rebuilt, repaired, reconstructed nor altered. Any new construction on-site shall comply with zoning requirements and shall be utilized for a purpose permitted in the zoning district in which such new building is located.

City Clerk's Office

From: Joshua Lee Freeman <josh@joshfreeman.org>
Sent: Saturday, December 07, 2013 11:20 PM
To: cityclerk@tmlp.net
Subject: Re: Correspondence for City Council Meeting

I would also like to add that another idea I have is starting the Taunton Region also with the towns and cities following the course of the Taunton River and its tributaries as a more formal council. There is a group trying to start the United Nations Parliamentary Assembly as a world directly elected government. Regions can be created within the globe, with the election of representatives from the regions for Parliament. The website <http://en.unpacampaign.org/appeal/> describes this in more detail. I have been in contact with the director, Andreas Bummel in Berlin, Germany for 4 years as well as his US correspondent, Tony Flemming. I have brought this to the attention of Rep. Kennedy's office as well. I would like to know Taunton City Council and Mayor's interest in this as well.

On Sat, Dec 7, 2013 at 11:13 PM, Joshua Lee Freeman <josh@joshfreeman.org> wrote:
City Clerk Blackwell, Mayor Hoye, Municipal council, etc. 12/7/2013

I'm sitting here at the sandbar grill looking at the colorful interior and people dancing to the live big band and swing music. Main Street sidewalk is finally starting to look good. Somerset ave has looked good for a few years. I wonder about weir street if it is next in line to get fixed up street and sidewalks alike leading from the Taunton river to the central Taunton green.

Then I wonder about the 150th anniversary of Taunton as a city, which is next October. The sesquicentennial. It is also the 240th year since the raising of the liberty & union flag at church green. The 100th year lighting of the Green was fabulous today. Lots of people, bands, food. I am impressed that the pavement around the main bandstand was done over. I'm wondering if the rest of the pavement around the green will be done over. And if all of the streets leading out from the green will also be repaved and residewalked. It's looking very nice.

Looking at Superior Court, the top flame needs to be put back on, and the roof could take a redoing, as the statue of liberty copper was cleaned. Someone mentioned that there should be a Jillians type place at the green for kids aged 12-20, for something for them to do. Arcade, Bowling, like at Lansdown Street. Maybe a concert hall also like the House of Blues on Lansdown Street.

For Taunton City's 150th, is something to be planned? For the 100th, there was a sterling silver centennial coin made. The Old Colony Historical Society has one of them. I asked City Council during Mayor Crowley's tenure about doing a 150th sesquicentennial coin, they referred it to Mayor Crowley's and his office, thus it sits at Mayor Hoye's office now. Another thing I find interesting about this 2014, is the 240 years of the raising of the Liberty & Union flag. At the time in 1774, it was 240 pennies to the pound. Now of course, we have 100 cents to the dollar. Could maybe make 240 different Taunton Eagles as a money. The Coinage Act of 1792 states that 10 Dollars is 1 Eagle. As there is the Taunton Eagle Soccer Club for Taunton, this is fitting. Can make a local money called a Taunton Eagle, sold by the banks and accepted at businesses throughout Taunton, to use as a fundraiser for beautification projects for Taunton. One example is the Berk Shares, issued in Great Barrington as a local money shown at <http://www.berkshares.org/> by Berkshares, Inc. with research and development assistance from the [New Economics Institute](#). As this is for the Berkshire Region, the Taunton Eagle money can be for the Taunton Region, as the Taunton River flows through many towns and cities throughout Bristol, Plymouth, and Norfolk counties.

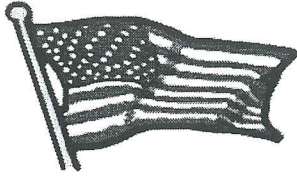
I talked with US Rep Joe Kennedy about some of this also at the 100th lighting. He and his office staff have been very helpful to me and my family's business with various manufacturing issues. They could be of assistance also this if informed properly.

14

Joshua Freeman

15 Michael Road, Raynham, MA 02767,

josh@joshfreeman.org



RECEIVED
CITY CLERK'S OFFICE

2013 DEC 12 P 1:15

TAUNTON, MA

CITY CLERK

DECEMBER 17, 2013

HONORABLE THOMAS C. HOYE, JR., MAYOR
COUNCIL PRESIDENT JOHN M. McCAUL
AND MEMBERS OF THE MUNICIPAL COUNCIL

PLEASE NOTE:

THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR TUESDAY, DECEMBER 17, 2013 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 DISCUSS GOLF COURSE CONTRACT
4. MEET TO DISCUSS RECOMMENDATIONS MADE IN THE 2012 AUDIT
5. 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 SOLID WASTE

1. MEET WITH IWT FOR AN UPDATE AND PROGRESS REPORT ON THE IWT PROJECT AND FINANCING FOR THE PROJECT.
2. MEET IN EXECUTIVE SESSION WITH THE LAW DEPARTMENT TO DISCUSS THE 40 FOOT EXPANSION REQUEST FROM WASTE MANAGEMENT IN REGARD TO THE TAUNTON LANDFILL,
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 DISABILITIES (ADA)

1. MEET TO DISCUSS RESPONSE OF ASSISTANT CITY AUDITOR REGARDING HANDICAPPED FINES ACCOUNT AND FOR A CONTINUED DISCUSSION ON ADOPTING SECTION 8J
2. MEET WITH THE CITY PLANNER FOR AN UPDATE ON THE STATUS OF THE RFP FOR THE SELF EVALUATION AND TRANSITIONAL REPORT
3. MEET FOR AN UPDATE ON THE LOCKS ON THE HANDICAPPED BATHROOMS AT THE HIGH SCHOOL
4. 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

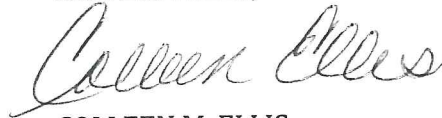
THE COMMITTEE ON THE DEPARTMENT OF PUBLIC WORKS

1. MEET TO DISCUSS REQUESTS FOR SEWER ABATEMENTS
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