



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

~  
**DECEMBER 22, 2015 – 7:00 PM**

**INVOCATION  
ROLL CALL  
RECORDS**

**HEARING: NONE**

**COMMUNICATIONS FROM THE MAYOR**

**APPOINTMENTS**

- Pg. 1 Com. from Acting Fire Chief – Decommissioned Fire rescue Vehicle
- Pg. 2-3 Com. from Executive Director of Retirement – Notifying of a retirement
- Pg. 4 Com. from Executive Director of Retirement – Notifying of a retirement
- Pg. 5-8 Com. from members of the Taunton Nursing Home Board – Submitting letters of resignation
- Pg. 9-14 Com. from Fiscal Agent, Department of Public Works – Certificates of Recognition

**COMMUNICATIONS FROM CITIZENS**

- Pg. 15-27 Com. from Carl Nagy-Koechlin, Executive Director, Housing Solutions, 169 Summer Street, Kingston – Re-finance of affordable group home at 2106 County Road, E. Taunton
- Pg. 28-29 Com. from Christopher Coute, Aspen Properties, 302 Broadway, Raynham – Requesting a curb cut permit

**PETITIONS**

**NEW Class II License**

1. Rouhana Trading LLC –dba- Rouhana Trading, 13 Cape Road, Taunton

RECEIVED  
CITY CLERK  
2015 DEC 18 A 10:10  
CITY CLERK

**Claim**

Claim submitted by Mary Pulster, 74 George St., Attleboro seeking reimbursement for damages to her automobile from hitting a raised manhole cover on Tremont Street near Dipson & Sons Auto Sales at 146 Tremont St.

**COMMITTEE REPORTS**

**UNFINISHED BUSINESS**

Pg. 30-36      *Continued from December 15, 2015 Municipal Council Meeting:* Com. from City Planner concerning Mass Medicum, Revolutionary Drive. Council requested opinion from City Solicitor.

**ORDERS, ORDINANCES AND RESOLUTIONS**

**Ordered, That** thanks of the Municipal Council be hereby extended to Mayor Thomas C. Hoyer, Jr. for the courteous and impartial manner in which he has presided over the meetings of the Municipal Council during the past year.

**Ordered, That** thanks of the Municipal Council be hereby extended to Council President Estelle C. Borges for the impartial manner in which she has presided over the meetings of the Municipal Council during the past year.

**NEW BUSINESS**

**Respectfully submitted,**



**Rose Marie Blackwell  
City Clerk**



# CITY OF TAUNTON FIRE DEPARTMENT

50 School Street  
Taunton, MA 02780  
Tel. (508) 821-1452 • Fax (508) 821-1495

**TIMOTHY J. BRADSHAW**  
*Chief of Department*

**KATE GOVER**  
*Administrative Assistant*

December 15, 2015

Councilor Deborah A. Carr, Chairman  
Public Property Committee  
Taunton City Council  
141 Oak Street  
Taunton, MA 02780

**RE: Decommissioned Fire Rescue Vehicle**

Dear Chairman Carr;

A recent assessment of our vehicle fleet concluded that the Fire Rescue vehicle no longer serves the department effectively and the vehicle has been decommissioned. I am requesting that the vehicle be placed on the public property list. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael D. Sylvia".

Michael D. Sylvia  
Acting Chief of Department



**BOARD OF  
RETIREMENT**

**CHAIRMAN**

Ann Marie Hebert

Peter H. Corr

Dennis M. Smith

Gill Enos

Barry J. Amaral

**CITY OF TAUNTON**  
**Contributory Retirement System**

104 Dean St., Suite 203

Taunton, Massachusetts 02780

(508) 821-1052

Fax (508) 821-1063

**EXECUTIVE**

**DIRECTOR**

Paul J. Slivinski

**ASSISTANT**

**DIRECTOR**

Kathy A. Maki

December 11, 2015

Hon. Thomas C. Hoye, Jr., Mayor  
Taunton Municipal Council  
141 Oak St., Temporary City Hall  
Taunton, MA 02780

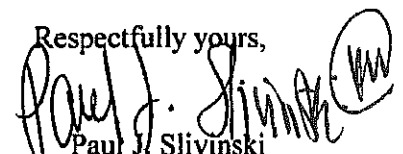
Dear Mayor Hoye:

Please be advised of the retirement for Superannuation of John A. Brennan, an employee of the Taunton Nursing Home on February 12, 2016 under the provisions set forth in Section #5 of Chapter 32 of the General Laws of Massachusetts.

Please pay regular compensation and accumulated benefits up to and including the date of retirement.

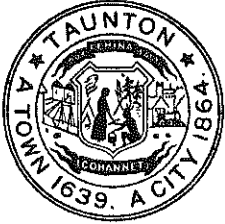
If you have any questions, please feel free to contact our office.

Respectfully yours,

  
Paul J. Slivinski  
Executive Director

cc: J. Brennan  
Theresa Swartz, Chair  
Taunton Nursing Home Board Director  
Treasurer  
Auditor  
HR  
City Clerk  
file

retirement letter



# Taunton Nursing Home

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350 Norton Avenue • Taunton, Massachusetts 02780  
Tel. (508) 822-1132 • Fax (508) 880-8663

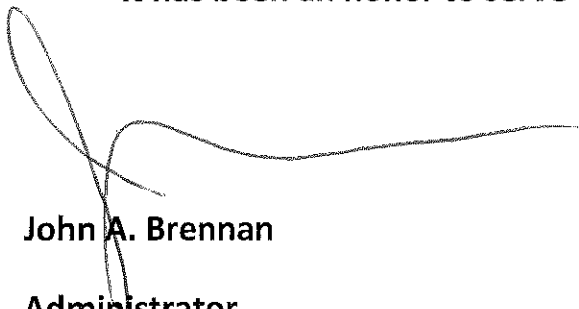
**December 15, 2015**

**To the Board of Directors of the Taunton Nursing Home:**

**I have submitted my retirement papers with the City Retirement Board effective February 12, 2016.**

**I plan to work until that date.**

**It has been an honor to serve as the Administrator of this facility.**

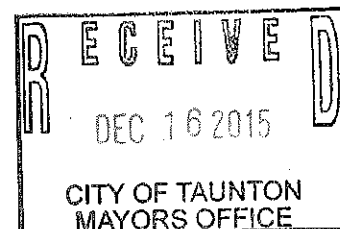


**John A. Brennan**

**Administrator**

**CC: The Honorable Thomas C. Hoyer Jr.**

**Mayor of the City of Taunton**





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**CITY OF TAUNTON**  
**Contributory Retirement System**  
104 Dean St., Suite 203  
Taunton, Massachusetts 02780  
(508) 821-1052  
Fax (508) 821-1063

**BOARD OF  
RETIREMENT**

**CHAIRMAN**  
Ann Marie Hebert

Peter H. Corr  
Dennis M. Smith  
Gill Enos  
Barry J. Amaral

**EXECUTIVE  
DIRECTOR**  
Paul J. Slivinski

**ASSISTANT  
DIRECTOR**  
Kathy A. Maki

December 2, 2015

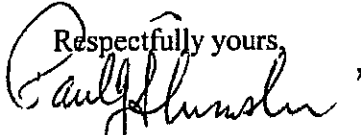
Hon. Thomas C. Hoye, Jr., Mayor  
Taunton Municipal Council  
141 Oak St., Temporary City Hall  
Taunton, MA 02780

Dear Mayor Hoye:

Please be advised of the retirement for Superannuation of Dora Treacy, an employee of the Taunton Police Department on December 22, 2015 under the provisions set forth in Section #5 of Chapter 32 of the General Laws of Massachusetts.

Please pay regular compensation and accumulated benefits up to and including the date of retirement.

If you have any questions, please feel free to contact our office.

Respectfully yours,  
  
Paul J. Slivinski  
Executive Director

cc: D. Treacy  
E. Walsh, Chief of Police  
Treasurer  
Auditor  
HR  
City Clerk  
file

retirement letter

December 15, 2015

Honorable Mayor Thomas Hoye and The Municipal City Council  
City of Taunton  
Taunton Ma 02780

Dear Mayor Thomas Hoye and The Municipal Council Members,

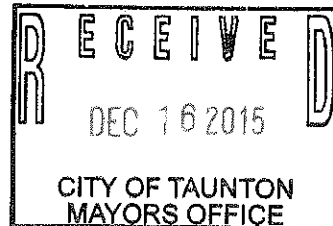
Through the years, I have been ask the same question over and over: "Should the City own and run a Nursing Home" and I have repeatedly answered: "The question shouldn't be, should the City own a Nursing home, but what needs to be done to make sure we run it right". What I find funny is no one has ever asked me the follow up question, "What is the best way for the City to run the Nursing Home?" At this time, I need to express my opinions.

The Taunton Nursing Home deserves the best opportunity to prosper and succeed, and in my opinion the best chance for that is to hire a management team experienced in Nursing Homes that would guide and support the home when needed. They could report to the board or directly to the city council. The Nursing Home world is ever changing and its guidelines are extremely demanding, even with a strong and educated staff they need continuous guidance and support. The City Council and the Board as it is now structured cannot provide the full expertise needed.

It has also been commented by the Council that the nursing home is always running in the deficient. I feel that is a inaccurate statement and is a matter of how the information is viewed. Reviewing expenses to revenue collected verses reviewing expenses to budget gives you different results. This is mainly due to revenue being higher than the budget. As to how the nursing home should manage its profit/loss, not that anyone has asked this Board's opinion, I feel they already are. The business office needs to continue working very hard in managing the expenses on a daily basis but because they deal with everyday life care responsibilities it will always be an ongoing battle and unfortunately we cannot always prevent financial loss. This is a part of the responsibility of owning a healthcare facility? I do wonder how I am hearing that the TNH is reporting a deficit when we have yet to receive any final numbers from the City, especially when our internal numbers (expenses vs revenue) report differently.

Lately there have been many media based opinions, that I feel has been triggered by the Council. I feel I need to comment on them. It is very easy to sit back at home and make inaccurate and incomplete comments hoping for change. It is much harder to actually work towards a positive improvement. To do that you first need to understand and become knowledgeable of your topic before taking action. Comments laced with inaccuracy and incompleteness are not a good basis for improvement and bullish behavior never provides a positive outcome. I am not foolish enough to think my opinions will change anything but I feel I needed to voice my thoughts.

In the past couple months, it was mentioned that the members of the Board did not address sensitive facility and employee issues. Once again this is inaccurate, but as we mentioned we can not and will not discuss sensitive and private information in a public forum. We have invited Council members and others to meet us in private, we have never received a response back, and at now, several months later, the Board is still waiting on direction and assistance from the City.



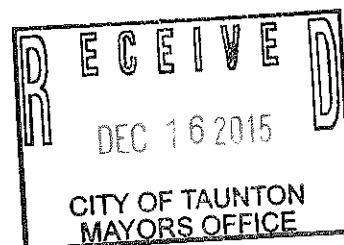
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Twenty years ago, I made the decision to volunteer my services to the Taunton Nursing Home as an appointed Board Member. It was important for me to give back to the community and with my nursing home experience it was a great opportunity to help in the best way I could. I appreciated the opportunity and in those 20 years, we have had good times and some difficult times. But I can't say that I have ever experienced the disappointment I feel now especially by how some of the City Council members have behaved in the last 6 months. I thought that even though we may not have always agreed, in the end we had the same priority, the care of the Nursing home's residents and its employees. I am sad to say, I don't feel that is the case any longer. In the last several months, I have seen personal opinions, personal attacks, and personal agendas take priority over what is best and none of it is productive or for the betterment of the Nursing home and it's residents. My idea of helping run an efficient, productive and most of all a healthy and safe facility is working together to make that happen. All it would take is sitting together and working as a team. Sharing and listening to each other's opinions and ideas, respecting experienced opinions and then incorporating the best while making sure we follow the State Nursing Home Regulations. Not once did anyone from the City come to any of the Board of Trustee meetings to discuss or ask any questions. But there were plenty of accusations and grossly inaccurate statements in the name of the "better good" which only blackened and diminished the reputation of a good Nursing Home and its employees. I know all the members of the Board would have been more than happy to discuss or clarify any issues in the appropriate forum. I think the Council forgot that even though we are a small volunteer appointed board we still deserve the same respect they would expect for themselves but unfortunately I have seen the same disrespect towards a few city employees so I am not confident that would of changed the outcome. I am not in any way a political person and when I see political agendas take precedence over the real needs for the Nursing Home I know the time has come for me to leave. So with more than a saddened and discouraged heart, I resign my position on the Board of Trustees for the Taunton Nursing Home effective January 31st, 2016.

In final comments, I would like to thank the employees of the TNH, the Nursing home Administrator, my fellow co-board members, the City Council and the Mayor's Office. I truly have enjoyed being part of the Nursing Home and its growth throughout the years. I will miss working with you and I wish you the best of luck in the future.

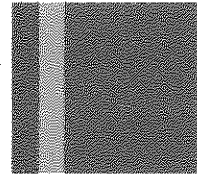
Thank you,

Theresa Swartz,  
Taunton Nursing Home  
Board of Trustee, Chairman





Gina M. Hyde, RN  
61 Village Circle  
Taunton, MA 02780



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December 14, 2015

Members of Taunton City Council,

I will be resigning my RN position on the Taunton Nursing Home Board of Directors as of January 31, 2016. I have served on the Board for over 10 years, and along with my fellow board members have strived to maintain TNH as a safe, clean, well-staffed health care facility for the citizens of Taunton- and I feel we have done so.

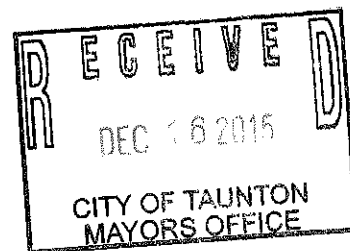
There have been recent issues that have clouded our good reputation—and I feel the nursing home staff, administration, and board have been unfairly targeted. It has been very upsetting for me to hear the comments made by some of our elected officials—yet not one has attended one of our monthly meetings with their concerns. I hear the term “the Board” used a lot, but I bet not one council person can name all 5 of us. For the past 10 years I have volunteered my time in good faith, and have never had a word of Thanks from “the council” in return.

In closing I would just like to say that under the guidance of Administrator John Brennan the Taunton Nursing Home has undergone major improvements to the safety and quality of the home. You will be hard pressed to find another Administrator that will care about TNH as much as he did.

I wish all the Best for TNH in the future,

A handwritten signature in cursive script that reads "Gina M. Hyde".

Gina M. Hyde



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December 14, 2015

Honorable Thomas Hoye, Mayor  
City of Taunton  
141 Oak Street  
Taunton, Massachusetts 02780

**RE: BOARD OF DIRECTORS, TAUNTON NURSING HOME**

Dear Mayor Hoye,

I write to you today, to tender my resignation as a member of the Board of Directors of the Taunton Nursing Home, effective January 4, 2016.

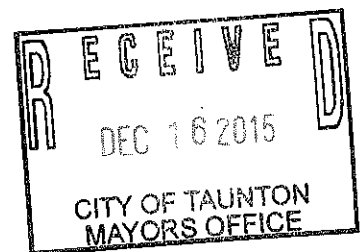
Over the last several months, it has become ever more apparent that the City no longer has confidence in the present Board of Directors. I am very grateful to have had the opportunity to serve on the Board for the past eight years and I have always tried to do my best to protect and represent the interests of the residents and staff of our Home, and the citizens of our City. But with the new City Council being sworn in on January 4, 2016, I believe it is in the best interest of the Home for me to step aside to allow you and the City Council to appoint a new person of your choosing.

With gratitude for your cooperation and with every prayerful good wish to you and the citizens of our City during this Advent season, I remain

Sincerely yours in Christ,

*Alan J. Thadeu*  
(Deacon) Alan J. Thadeu

cc: Taunton City Council, Ms. Estele Borges, President ✓  
Mr. John Brennan, Administrator, Taunton Nursing Home  
Mrs. Theresa Swartz, Chairwoman, Board of Directors, Taunton Nursing Home



9.

**Katherine Nunes**

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**Subject:** City of Taunton Mass Recycle

12/16/15

Good evening Mr. Hoye,

Please see attached Certificates of Recognition for the City of Taunton from the MassRecycle Southeast Municipal Recycling Council. Paul Allison and myself attended the December meeting today and the City of Taunton was recognized for being one of four communities in the region to receive the most Recycling Dividend Program Points from Mass DEP (one of the grants we received this fiscal year). Taunton received 11 points, which I believe is the highest amount a community can receive. The City was also recognized for the efforts taken to reinforce the Solid Waste Program. This award speaks directly to the hard work that Paul Allison has done with the compliance and illegal dumping program that's been established. Kathi Mirza had very high remarks for the work that Paul has done. Finally, the City of Taunton was recognized for establishing and maintaining a collection and recycling program for used cooking oils/cooking grease. The Council recognized communities in the region who have established collection programs for "non-traditional" items and Taunton was one of two communities that have this type of collection and recycling process in place.

I wanted to send these certificates to your office for your records and to share the news of the recognition. The City of Taunton has implemented some good practices with the Solid Waste/Recycling Program and with the new money from Mass DEP we'll hopefully be able to make those programs even better. It's a good thing for the City and it's nice to see the acknowledgement and appreciation for the efforts taken.

Thanks,  
Katherine Nunes

Fiscal Agent  
Department of Public Works  
City of Taunton  
P: 508-821-1434  
F: 508-821-1437

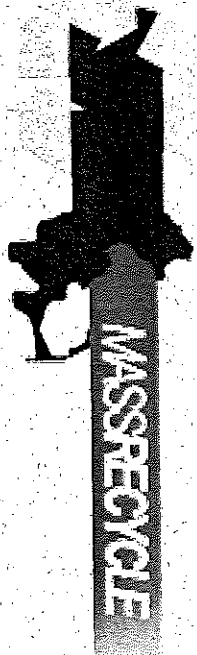
10.

★ **Certificate of Recognition** ★  
MassRecycle Southeast Municipal Recycling Council

Is Presented To

*City of Taunton*

*Most Recycling Dividends  
Program Points 2015 - Curbside*



\_\_\_\_\_  
Edward Hsieh, Executive Director

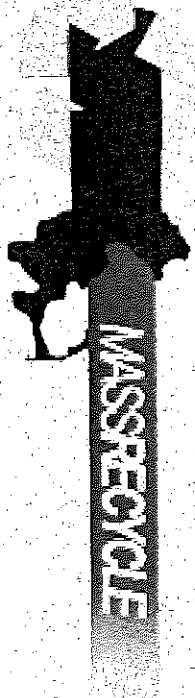
December 16, 2015

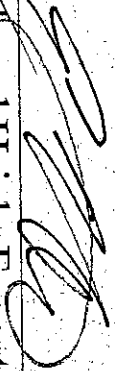
★ **Certificate of Recognition** ★  
MassRecycle Southeast Municipal Recycling Council

Is Presented To

*City of Taunton*

*Commitment to Solid Waste Program  
Enforcement*



  
Edward Hsieh, Executive Director

December 16, 2015

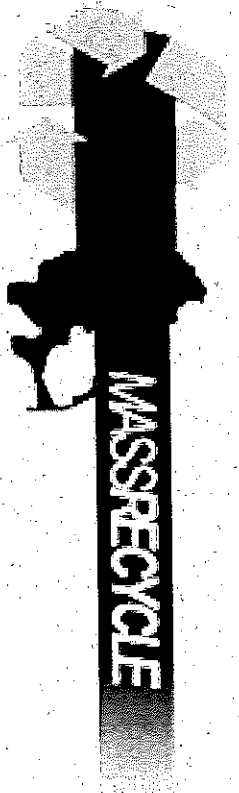
12.

★ **Certificate of Recognition** ★  
MassRecycle Southeast Municipal Recycling Council

Is Presented To

*City of Taunton*

*Collection of Non Traditional Items for  
Recycling*



A handwritten signature in black ink, appearing to be "Edward Hsieh".

Edward Hsieh, Executive Director

December 16, 2015

MassRecycle

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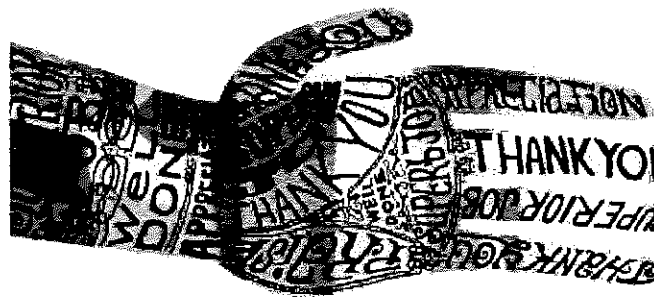
## Southeast Municipal Recycling Council

December Meeting

### Recognition Ceremony

followed by Jack Golden's performance

### Garbage is My Bag



**Wednesday, December 16th**  
**9:00 am - noon**

#### **Recognition Ceremony**

Please join MassDEP Municipal Assistant Coordinators Kathi Mirza and Janine Delaney as we recognize you, the municipal employees and volunteers from MassDEP's SE2 and SE3 Districts for your dedicated service and successful solid waste programs. Certificates of Recognition will be presented by Edward Hsieh, Executive Director of [MassRecycle](#).

Using data from the 2014 Solid Waste and Recycling Surveys we have determined which programs have contributed most significantly to reducing solid waste.

Other categories to be acknowledged are noted below.

We hope you can be there as we recognize your colleagues and possibly you for outstanding programs and

Wednesday

December 16th

9:00 am - noon

Registration and

Refreshments 8:45

am

Braintree Town Hall

a job well done! In most cases we will recognize both curbside and drop off municipalities in each category.

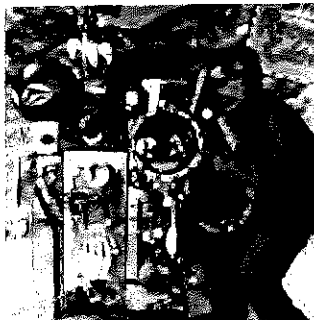
**Recognition Categories Include:**

- Most Recycling Dividend Program (RDP) Points
- Ten+ RDP Points
- Lowest Pounds of Trash/Household/Year
- Largest Reduction In Trash 2013 to 2014
- Years of Service
- Volunteer Leaders
- School Recycling Leadership
- School Composting Leadership
- Highest Tonnage of Textiles Collected
- Success in Regulating Private Haulers
- Commitment to Program Enforcement
- Leading the Way in HHW
- Originality in Outreach
- Collection of non Traditional Items for Recycling

*As a Reward to all of our municipal employees and volunteers, the Recognition Ceremony will be followed by a performance by Jack Golden:*

**Garbage Is My Bag**

is a fast-paced, educational, environmental performing arts program for schools, festivals, theaters, and conferences. In this award winning show Jack Golden is the comedic expert, Dr. T. With a Ph.D. in Garbology, a zany and irresistible personality and a marvelous Trash-to-Treasure recycling machine, he juggles and jokes his way through a world of waste, while sharing his knowledge that rubbish is a resource too good to throw away. Check out Jack's [website](#).



Garbage Is My Bag is a performance that is considered Outreach and can be funded with RDP funds!

**Sponsors:**

**Auditorium**

One JFK Memorial Drive  
Braintree, MA 02184

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Directions

- DPW Directors
- Board of Health
- Transfer Station Managers
- Recycling Committee Members
- Elected Officials (Selectmen/Councilors)
- Town Managers/Administrators
- Volunteers/Students
- School Officials



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# Housing Solutions

FOR SOUTHEASTERN MASSACHUSETTS

**Opening doors. Changing lives.**

December 17, 2015

Estele Borges  
City Council President  
Taunton City Hall  
141 Oak Street  
Taunton, MA 02780

**RE: Re-finance of affordable group home at 2106 County Road, E. Taunton**

Dear Ms. Borges and Members of the Municipal Council:

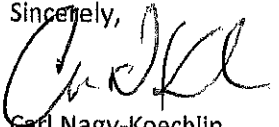
I write to request the assistance of the Taunton City Council related to our efforts to refinance and renovate an 8-bed group home for clients of the Department of Mental Health, located at 2106 County Rd in East Taunton. As the attached project description describes, the home sits adjacent to our 32-unit Carpenter's Glen affordable apartment complex. We are in the process of substantially renovating both the Group Home and Carpenter's.

As part of the refinancing process for both properties, we need to have the City's cooperation by agreeing to subordinate a reverter clause that was attached to the property some years ago related to a previous 1990s proposal to redevelop the property. I have attached a proposed subordination agreement.

In August, the Council voted to subordinate the reverter to the Carpenter's Glen financing. We are now asking the Council to do the same related to the refinancing of the Group Home.

The result of the refinance and associated renovations will be much improved housing that will remain affordable in perpetuity. We appreciate the Council's consideration of our request that will help enable the Group Home's refinancing to continue.

Please let me know if you have any questions.

Sincerely,  
  
Carl Nagy-Koechlin  
Executive Director

c.c. Jason Buffington, Kevin Shea – City of Taunton  
Kimberly Martin Epstein, Hackett & Feinberg

# SOUTH SHORE HOUSING



South Shore Housing Development Corporation  
169 Summer Street  
Kingston, MA 02364-1220  
(781) 422-4200; 1-800-242-0957  
FAX (781) 585-7483 \*TDD (781) 422-4200

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## **South Shore Housing's Carpenter's Glen and Taunton Group Home Refinancing and Renovation Project Summary December 2, 2015**

### **Project History**

Carpenter's Glen at 2106 County Street in East Taunton comprises 32 affordable rental units (10 two-bedroom, 22 three-bedroom) in seven townhouse-style wood-frame buildings, and the adjacent Taunton Group Home provides affordable housing with services for 8 clients of the Department of Mental Health. South Shore Housing (SSH) developed Carpenter's Glen in 1996 and the Group Home a few years later on the site of a failed, partially constructed project that had been proposed as a 200-unit condominium project. SSH completed the 32-unit Carpenter's Glen project, the Group Home, in addition to several single-family homes on the site. For these last 20 years Carpenter's Glen and the Group Home have provided quality and well-managed affordable housing for low and moderate income working families and disabled individuals.



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## **Project Scope**

The development is now eligible for refinance and in need of capital improvements. Over the last two years SSH has secured public and private resources for this purpose, including \$245,000 from the City of Taunton that has already been used to pay for new high efficiency boilers for the Carpenter's Glen apartments. The renovations of Carpenter's Glen and the Group Home are well underway, with an average of \$82,000 per unit and including:

- Replacing all roofs and exterior siding;
- Refurbishing all windows;
- Insulating the building envelopes to the level required by current energy codes;
- Updating kitchens and bathrooms, as needed;
- Bringing two apartments into compliance with current accessibility codes;
- Addressing site drainage and paving problems; and
- Repairing and improving playgrounds and other site amenities.

The renovations to the Group Home are more modest and consist entirely of exterior work – new roofs, porches, windows and siding. We expect to complete this work in the spring of 2016.

## **Ownership and Financing Structure**

The Carpenter's Glen project is being done in conjunction with the refinance and renovation of another SSH project, Cranberry Manor in Wareham. The combination of the projects provides economies of scale and other efficiencies. To carry out the projects, SSH has formed a new limited partnership to acquire both properties with public and private financing – including equity from the sale of Low Income Housing Tax Credits, which requires this type of ownership structure – all structured so as to insure the financial viability and long term affordability of the developments in perpetuity.

The refinancing on Carpenter's Glen was consummated in August. One of the final steps in a lengthy closing process was the approval by the City of Taunton in July to subordinate its rights under a Reverter Clause in the deed to the lenders on the project.

We are currently trying to closing on the financing for the Group Home, which is owned by a separate entity from Carpenter's Glen, with separate lenders. As part of this, we are requesting that the City subordinate its rights under a Reverter Clause to the lenders on the Group Home project, as it did with Carpenter's Glen.

## **South Shore Housing**

Since 1970, SSH has committed itself to providing housing resources and opportunities to low and moderate income residents of Southeastern Mass. Our planned improvements to Carpenter's Glen and the Taunton Group Home support that mission and will provide substantial public benefit to the City of Taunton by providing stable and well maintained housing to working families and disabled individuals.



## MASTER SUBORDINATION AGREEMENT

### Property Address:

2106 County Street, E. Taunton, Massachusetts

This Master Subordination Agreement (this "Agreement") is made as of September \_\_, 2015 by and among Community Economic Development Assistance Corporation, a body politic and corporate, duly organized and existing in accordance with Chapter 40H of the Massachusetts General Laws with an office at One Center Plaza, Suite 350, Boston, Massachusetts 02108 ("CEDAC"); the City of Taunton, Massachusetts, having an address at 45 School Street, Taunton, Massachusetts 02870 (the "City"); and South Shore Group Home IV, Inc., a Massachusetts not-for-profit corporation, having an address of c/o South Shore Housing Development Corporation, 169 Summer Street, Kingston, Massachusetts 02360 (the "Borrower").

### BACKGROUND

- A. The Borrower is the owner of certain real property and improvements thereon as more particularly described on Exhibit A (the "Property").
- B. The Borrower is obtaining financing from CEDAC to rehabilitate at the Property 8 units of housing of which not less than 8 units will be affordable housing (the "Project"), as more fully set forth in the 2015 Affordable Housing Restriction (defined below) between the Borrower and CEDAC of contemporaneous date herewith.
- C. CEDAC has agreed to provide a second priority loan in the amount of \$109,551.00 to the Borrower for the Project under the FCF Program (the "2015 FCF Loan"). The 2015 FCF Loan is evidenced and secured by the following documents, each of even date herewith: (a) a Promissory Note in the amount of the 2015 FCF Loan, (b) a Loan Agreement, (c) a Mortgage, Security Agreement and Conditional Assignment of Leases and Rents recorded with Bristol North Registry of Deeds (the "Registry") herewith encumbering the Property (the "2015 FCF Loan Mortgage"), and (d) such other documents as may be required by CEDAC (all such instruments being hereinafter collectively referred to as the "2015 FCF Loan Documents").
- D. CEDAC has previously provided a loan in the amount of \$528,000 to the Borrower for the Project under the FCF Program (the "2001 FCF Loan" and, together with the 2015 FCF Loan, the "Loans"). The 2001 FCF Loan is evidenced and secured by the following documents: (a) a Facilities Consolidation Fund Promissory Note dated March 21, 2001, (b) a Development Loan Agreement dated March 21, 2001, (c) a Facilities Consolidation Mortgage and Security

**MASTER SUBORDINATION AGREEMENT**

Agreement dated March 21, 2001 recorded with the Registry in Book 9336, Page 264 encumbering the Property (as amended, the "2001 FCF Loan Mortgage" and, together with the 2015 FCF Loan Mortgage, the "Mortgages"), (d) a Facilities Consolidation Collateral Assignment of Leases and Rents dated March 21, 2001 recorded with the Registry in Book 9336, Page 288 encumbering the Property, and (e) such other documents required by CEDAC, all as amended by a certain First Amendment to Land Use Restriction, Mortgage and Security Agreement, Collateral Assignment, and Other Loan Documents, dated as of May 12, 2005, recorded with the Registry in Book 14794, Page 98 (the "2001 FCF Amendment"), (all such instruments being hereinafter collectively referred to as the "2001 FCF Loan Documents" and, together with the 2015 FCF Loan Documents, the "Loan Documents").

- E. The Borrower has also granted to CEDAC an affordable housing restriction (the "2015 Affordable Housing Restriction"), recorded with the Registry herewith, setting forth certain affordable housing restrictions, covenants and agreements with respect to the Property.
- F. The Borrower has also granted to CEDAC a Facilities Consolidation Land Use Restriction dated March 21, 2001 recorded with the Registry in Book 9336, Page 304, as amended by the 2001 FCF Amendment, as amended by the 2001 FCF Amendment (as amended, the "2001 Affordable Housing Restriction" and, together with the 2015 Affordable Housing Restriction, the "Affordable Housing Restriction"), setting forth certain affordable housing restrictions, covenants and agreements with respect to the Property.
- G. The Property is also subject to a certain Agreement dated December 4, 1985 by and between National Association of United American Workers and the City, recorded with the Registry in Book 2917, Page 261, as affected by a certain Agreement of Subordination recorded with the Registry in Book 4218, Page 179 (as amended, the "Reverter Agreement").
- H. The parties wish to establish the relative priorities of (i) their notes, mortgages and assignments of rents, financing statements and agreements and the Affordable Housing Restriction with respect to the Property notwithstanding the order of recording of any documents; (ii) their respective security interests with respect to the personal property and fixtures owned by the Borrower and used in connection with the Property; and (iii) rights arising from their respective documents.

---

**AGREEMENTS**

Now, therefore, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the parties hereby mutually covenant and agree as follows:

**1. PRIORITY.**

- A. The covenants and obligations of the Borrower under the Reverter Agreement shall be subordinate in all respects, including, without limitation, payment, lien and bankruptcy, to the covenants and obligations of the Borrower under the Loan Documents and the

**MASTER SUBORDINATION AGREEMENT**

Affordable Housing Restriction and the liens created under the Reverter Agreement shall be subject and subordinate (i) to the lien created by, as well as to all of the terms, covenants and conditions contained in, each of the Loan Documents; and (ii) to any and all advances secured by the Loan Documents, including, without limitation, any and all increases therein made or incurred with respect to principal (but only if such increases are made in accordance with this Agreement), interest and other charges payable to CEDAC and secured by the Loan Documents or to preserve the Property or the priority of the lien of the Mortgages, or the collection of any indebtedness secured by the Loan Documents (all of the foregoing clauses (i) and (ii) are collectively referred to as the "Senior Debt"). In case of any inconsistency between the provisions of this Agreement and the provisions of the Loan Documents, the provisions of this Agreement shall govern.

- B. Notwithstanding the order in which the various mortgages and documents evidencing the security interests granted by the Borrower to CEDAC and/or the City have been or are hereafter recorded and/or perfected the order of priority of the Loan Documents and the Reverter Agreement and the obligations secured thereby is and shall be:

First: CEDAC, as holder of the 2001 FCF Loan and the 2015 FCF Loan, *pari passu*

Second: The City, as holder of the Reverter Agreement

- C. The City agrees that, notwithstanding any provision to the contrary in the Reverter Agreement, the Affordable Housing Restriction and the Loan Documents shall be a permitted encumbrance or permitted exception.
- D. CEDAC and the City will each make reasonable efforts to consult with the other as to matters affecting their rights as lien holders.
- E. The parties hereto agree to execute, deliver and record such instruments as may be reasonably necessary or desirable to evidence or effectuate the provisions of this Agreement.

**2. INSURANCE PROCEEDS/CONDEMNATION AWARDS/TAX AND INSURANCE ESCROWS AND RESERVES.**

The City hereby agrees to and does subordinate unto CEDAC:

- A. All of its right, title, interest or claim, if any, up to the amount of the Senior Debt, in and to the proceeds of all policies of insurance covering the Property, for application towards the restoration of the Property (if all conditions precedent thereto under the Loan Documents are met) or to the indebtedness secured thereby;
- B. All of its right, title and interest or claim, if any, up to the amount of the Senior Debt, in and to all awards or other compensation made for any taking of any part of the Property, for application toward the restoration of the Property (if all conditions precedent thereto under the Loan Documents are met) or to the indebtedness secured thereby; and

**MASTER SUBORDINATION AGREEMENT**

- C. All of its right, title and interest or claim, if any, up to the amount of the Senior Debt, in and to any and all sums in tax and insurance escrows and reserve accounts held for or in the name of the Borrower respecting the Property, for application toward the purposes for which such reserves or escrows were collected; provided that the same shall be applied in all cases in accordance with the provisions of the Loan Documents.

Notwithstanding any provision to the contrary in the Loan Documents, CEDAC hereby agrees that in the event of a casualty or condemnation affecting the Property, CEDAC shall consent to the application of any insurance proceeds or condemnation awards to the restoration of the Property if all of the following conditions are met: (i) sufficient insurance proceeds or condemnation awards are available and/or the Borrower deposits with CEDAC sufficient funds to pay the entire cost of repair, restoration, rebuilding or replacement as estimated by the Borrower and approved by CEDAC, such approval not to be unreasonably withheld; (ii) CEDAC approves in advance plans and schedule for such repair, restoration, rebuilding or replacement, such approval not to be unreasonably withheld; and (iii) the insurance proceeds or condemnation awards, together with the Borrower's additional funds, if any, are held by CEDAC and disbursed pursuant to customary construction disbursement procedures as work is completed. In the event that, following the application and disposition of the insurance proceeds and condemnation award and other funds in accordance with the above, any balance remains, then such excess shall be made payable to the City and/or to such other persons legally entitled to the same.

3. **[Reserved]**

4. **LOAN INCREASES.** The City agrees that if (i) an Event of Default has occurred under the Loan Documents and CEDAC elects to convert unpaid and unaccrued interest under the Loan Documents to additional principal due thereunder; or (ii) CEDAC has reasonably determined that it is necessary to advance additional funds to make reasonably necessary repairs or to prevent the occurrence of serious physical harm to the Property; (iii) CEDAC has reasonably incurred expenses to protect its interest in the Property, and as a result after notice to the City, CEDAC increases the amount of either of the Loans by such amount(s), the City will execute such additional documents as CEDAC deems reasonably necessary to be assured that the Reverter Agreement and the Borrower's obligations thereunder are subordinate to the Loan Documents as they may be increased and/or amended for purposes set forth herein.

5. **[Reserved]**

6. **AMENDMENTS.** Except as otherwise provided in Section 3 herein, CEDAC shall not modify or amend the Loan Documents in any material manner without the prior written consent of the City.

7. **BANKRUPTCY.** Neither CEDAC nor the City shall, without the prior written consent of the other party, commence or join with any other creditor in commencing any bankruptcy, reorganization or insolvency proceedings with respect to the Borrower.

8. **[Reserved]**

**MASTER SUBORDINATION AGREEMENT**

9. **NOTICES.** Except for any notice required under applicable law to be given in a different manner, any notice, request or other communication which any party hereto may be required or may desire to give hereunder shall be made in writing, and shall be deemed to have been properly given if hand delivered, if sent by recognized overnight courier, receipt confirmed, or if mailed by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses first set forth above, or to such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. A notice sent by certified or registered mail shall be deemed given three days after mailing; a notice sent by overnight courier shall be deemed given one day after deposit with such courier; and a notice delivered by hand shall be deemed given upon documented receipt or refusal.
10. **TERMINATION OF AGREEMENT.** The relative priorities of each party as set forth herein, and the rights of each party, as provided hereunder, are applicable and available to that party only until the repayment of the obligations of the Borrower to that party which are subject to this Agreement and the expiration of the provisions of the Affordable Housing Restriction granted for the benefit of CEDAC. Upon the repayment in full of such obligations and expiration of such Affordable Housing Restriction, that party shall no longer be a party hereunder, and the various relative priorities included above shall be deemed amended by the deletion of that (former) party herefrom, except that in the event that such (former) party is required, pursuant to Section 547 of the Bankruptcy Reform Act of 1978 or a successor provision, to repay any amount paid to that (former) party by the Borrower in satisfaction of such liabilities, then such party shall be deemed a party hereto entitled to all benefits hereunder to the extent that the proceeds of the collateral are thereafter distributed pursuant hereto.
11. **[Reserved]**
12. **[Reserved]**
13. **MISCELLANEOUS.** This Agreement shall be governed by the laws of The Commonwealth of Massachusetts and shall inure to the benefit of, and be binding upon, the undersigned and their respective successors and assigns. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the parties and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the parties hereto or any of them. This Agreement shall remain in effect so long as the Loan Documents given to at least two parties hereunder remain outstanding. Nothing contained herein is intended to or shall impair the obligations of the Borrower to any party or to make the Borrower a third party beneficiary hereof, and no violation of any of the provisions hereof by any party shall constitute a defense for, or confer any other rights upon, the Borrower. Except as otherwise expressly provided herein, the rights of the parties to enforce the provisions of this Agreement shall not at any time be prejudiced or impaired (i) by any act or failure to act on the part of any of the parties, including, without limitation, any forbearance, waiver, consent, compromise, amendment, extension or renewal with respect to the



**MASTER SUBORDINATION AGREEMENT**

Borrower's obligations to a party or any taking or release of or failure to protect or preserve any property of the Borrower, or (ii) by noncompliance by the Borrower with the terms of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on Next Page]

**MASTER SUBORDINATION AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as a sealed instrument under Massachusetts law, as of the date and year first above written.

**COMMUNITY ECONOMIC DEVELOPMENT ASSISTANCE CORPORATION**

By:

---

Name:

Title:

**COMMONWEALTH OF MASSACHUSETTS**

---

County, ss.

On this \_\_\_\_ day of September, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Community Economic Development Assistance Corporation, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

---

Notary Public

My commission expires:



25

**MASTER SUBORDINATION AGREEMENT**

**CITY OF TAUNTON**

By:

\_\_\_\_\_

Name:

Title:

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of September, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the City of Taunton, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

\_\_\_\_\_

Notary Public

My commission expires:



Handwritten initials 'ALC'

**MASTER SUBORDINATION AGREEMENT**

**SOUTH SHORE GROUP HOME IV, INC.**

By:

\_\_\_\_\_

Name:

Title:

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_ County, ss.

On this \_\_\_\_ day of September, 2015, before me, the undersigned notary public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of South Shore Group Home Iv, Inc., proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily, in such capacity, for its stated purpose.

\_\_\_\_\_

Notary Public

My commission expires:

---

**EXHIBIT A: LEGAL DESCRIPTION**

The land situated in Taunton, Bristol County, Massachusetts being Parcel A as shown on a plan of land entitled "Carpenter's Glen Subdivision Plan, Taunton, Massachusetts Subdivision Plat", dated November 3, 1994, revised June 19, 1995, prepared by James E. Miller, P.E., filed with the Bristol County North District Registry of Deeds on July 6, 1995 in Plan Book 347, Page 40 (the "Plan") and on a plan entitled 'Driftwood Estates Subdivision Plan, Taunton, Massachusetts, Subdivision Plat", dated August 4, 1997, by Miller Engineering, recorded in Plan Book 364, Page 76.

Together with the benefit of the following easements:

- a. Easement to use Morrison Road and the driveways located on Parcels B and C as shown on the Plan; and
- b. Easement to connect to and use the sewer, water, drainage, electric, and telephone utilities as shown on the Plan.
- c. Easement to install, erect and maintain utilities on or within the Easements, Open Space Parcels, layout of Morrison Road and the driveways located on Parcels B and C as shown on the Plan.

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Aspen Properties

12/17/15

302 Broadway St

Raynham Ma 02767

To: The City Council

I own the property at the corner of King Philip St. and Prospect Hill St.. I am applying for a build permit but need a road opening permit and curb cut permit to do so. I understand that that the highway department can not issue permits from Nov 1- April 1. So I'm asking the Council to grant the permission for the permits.

As shown on the plan, I am looking to install a water service on Prospect Hill St. which will require me to cut into the existing street. I am also looking for a curb cut permit to install the driveway onto King Philip St.. I understand that there is a moratorium on King Philip for new pavement. However I will not be disturbing the existing pavement at all. I will just be installing the driveway which will butt into the side of the existing pavement.

Please consider my application for a road opening permit/ curb cut permit.

Thank You



Christopher Coute

508-409-7878



Unfinished Business

30



City of Taunton, Massachusetts  
DEPARTMENT OF  
PLANNING AND CONSERVATION

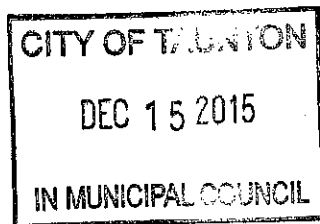
15 Summer Street  
Taunton, Massachusetts 02780

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  
<http://www.taunton-ma.gov>

December 8, 2015

Honorable Thomas C Hoye, Jr, Mayor  
Municipal Council  
141 Oak Street  
Taunton, Ma 02780



Motion was made to place under unfinished business for next week (Dec 22). Councilman Quinn motioned that the City Solicitor give an opinion by next week on whether it can be approved without a hearing.

RM Blackwell, City Clerk

RE: Mass Medicum, Revolutionary Drive

Dear Mayor Hoye and Members of the Municipal Council,

This letter is in regards to the Special Permit previously approved by the Municipal Council for the Medical Marijuana facility on Revolutionary Drive. Since the approval, Mass Medicum has submitted their updated plans as required. However, these plans are slightly different from the plans presented to the Council and which were the basis for the Municipal Council's approval of the project at the Special Permit hearing. The differences included the following:

1. The building was 2,880 sq ft with a 576 sqft garage for a total of 3,456 sqft. The current plan show a 3,600 sq ft building with no garage. This is 144 sq ft larger than what was approved.
2. Moving 2 parking spaces from the fenced parking area to the unfenced parking area and changing the location of the parking in the fenced rear area.

The decision issued by the Municipal Council does not specifically state the size of the building in the text of the decision but it does reference the plans that were submitted. The purpose of this reference is to detail the scope and design that was approved by the Board. A larger project would typically need a new hearing to modify the approval since the approval authority and the abutters left the original hearing with a comfort level in the size, design and scope of the project that was approved that may not exist in a larger project. Since the size of the building is so small and since the decision does not specifically state the exact square footage of the building, the plans act as the determining factor as to the scope of the project.

The attorneys for Mass Medicum have asked me to determine whether the changes detailed above are minor in nature and do not require a new hearing to modify the Special Permit. I have attached their request, the original plan, the revised plan and the original special permit decision. Since the building is larger, I do not feel I have the authority to issue any determination other than that they need to go back to the Municipal Council. Mass Medicum would like to avoid the delays, expenses and effort involved in a new public hearing.

As a result, I am asking the Municipal Council as the Special Permit Granting Authority to determine whether the new slightly larger building and plan are consistent with what the Municipal Council approved and do not need a new hearing or that the changes are not consistent and a new hearing is required.

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

Sincerely,

Kevin R Scanlon,  
Director AICP



Unfinished Business

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GAY & GAY, P.C.  
73 Washington Street  
P.O. Box 988  
Taunton, Massachusetts 02780  
[www.gayandgaypc.com](http://www.gayandgaypc.com)

David T. Gay  
Thomas P. Gay  
John L. Holgerson  
Matthew J. Costa  
Leo M. Spano  
Thomas P. Gay, Jr.

Peter B. Gay  
1915-2010  
Tel. (508) 822-2071  
Fax (508) 880-2602

December 7, 2015

via email [kscanlon@taunton-ma.gov](mailto:kscanlon@taunton-ma.gov) & regular mail

Kevin Scanlon, City Planner  
City of Taunton  
Planning Department  
15 Summer Street  
Taunton, MA 02780

**RE: MassMedicum Corp. Special Permit Application For Medical Marijuana Facility on Revolutionary Drive, Taunton, MA**

Dear City Planner Scanlon:

As you know this office has represented MassMedicum Corp regarding its zoning permits for the registered marijuana dispensary to be located on Revolutionary Drive.

This project is the subject of a Special Permit which was granted by the Municipal Council by a vote taken at its meeting of May 19, 2015. The written decision of the council is enclosed. The plan that was presented to the Council showed a building footprint of 3,456 square feet. In preparing the design for the building leading up to the application for a building permit, MassMedicum has completed more detailed architectural plans for the building and developed in more detail the security systems for the interior of the building. The architects have designed a building that features an additional interior locked door which will provide improved security inside the building. In designing the building to include this feature the architects have added 144 square feet for a total of 3,600 square feet. This is a slight increase over the building footprint that was presented to the Municipal Council. This revision does not present any change in the use of the facility, or substantially change the site plan as originally presented.

Because this small increase in the size of the building will not in any way affect the use allowed under the special permit we do not believe that this change presents a modification of the special permit. However, we respectfully request that you or the Municipal Council confirm that the slight difference in the size of the building complies with the Special Permit Decision.

Enclosed are copies of the site plan with the 3,456 sq. ft. building footprint and the revised plan showing the 3,600 sq. ft. building footprint.

Thank you for your attention and assistance. Please contact me with any questions or concerns.

Very truly yours,

Gay & Gay, P.C.

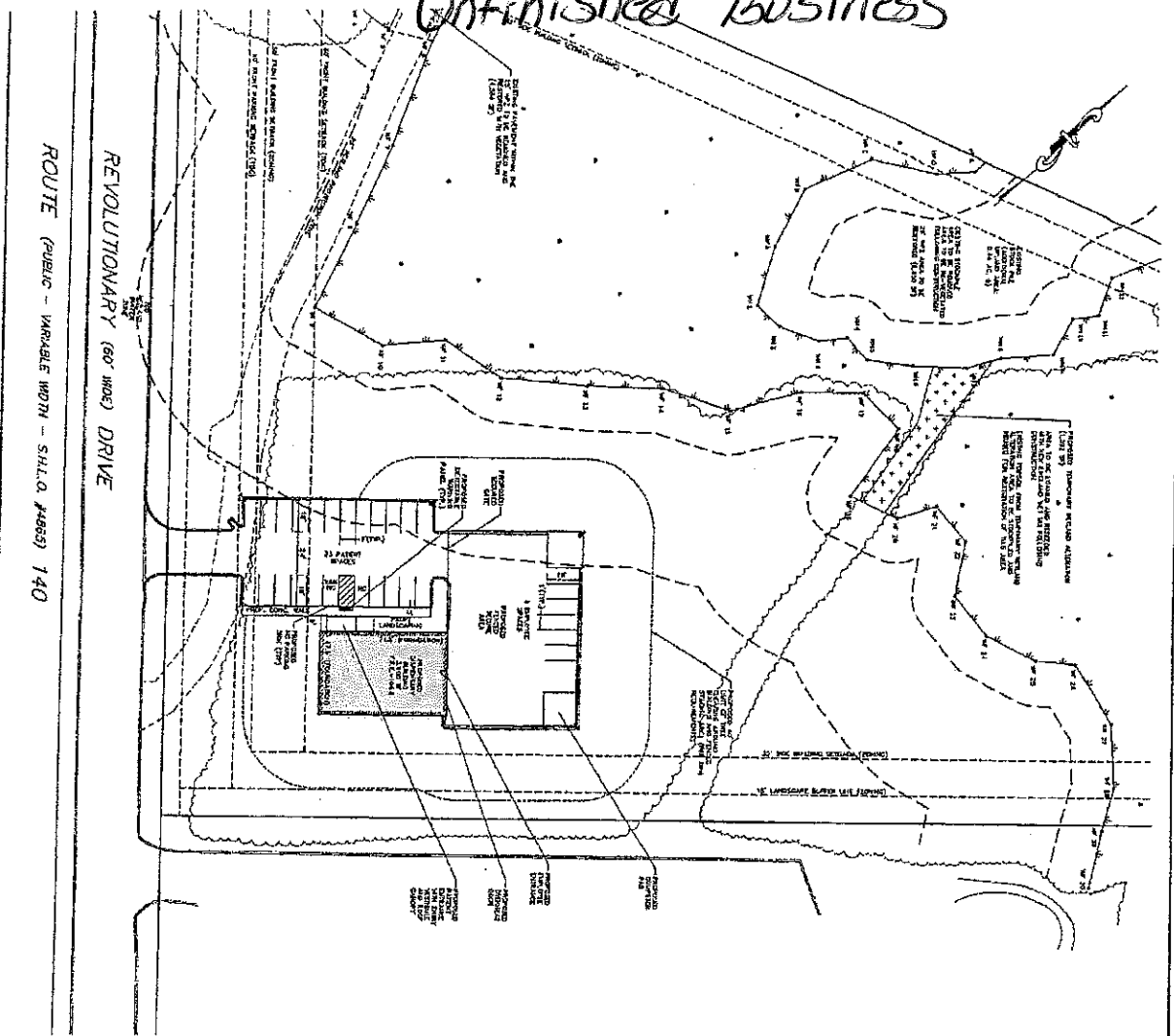
*Matthew J. Costa*

Matthew J. Costa, Esquire

MJC/bd  
Enclosure

REVISED PLAN SHOWING 3,600 SQ. FT. BUILDING

Unfinished Business



REVOLUTIONARY (60' WIDE) DRIVE  
 ROUTE 1A (variable width - S.H.L.O. #4865) 140'

NOTES:  
 1. EXISTING UTILITIES SHOWN AS DASHED LINES AND LOCATIONS MARKED FROM AS SHOWN ON THE RECORD SITE PLAN.  
 2. EXISTING UTILITIES SHOWN AS DASHED LINES AND LOCATIONS MARKED FROM AS SHOWN ON THE RECORD SITE PLAN.  
 3. EXISTING UTILITIES SHOWN AS DASHED LINES AND LOCATIONS MARKED FROM AS SHOWN ON THE RECORD SITE PLAN.  
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 10. EXISTING UTILITIES SHOWN AS DASHED LINES AND LOCATIONS MARKED FROM AS SHOWN ON THE RECORD SITE PLAN.

PROPOSED DEVELOPMENT:  
 1. 3,600 SQ. FT. BUILDING  
 2. 100' x 150' LOT  
 3. 10' WIDE DRIVEWAY  
 4. 10' WIDE DRIVEWAY  
 5. 10' WIDE DRIVEWAY  
 6. 10' WIDE DRIVEWAY  
 7. 10' WIDE DRIVEWAY  
 8. 10' WIDE DRIVEWAY  
 9. 10' WIDE DRIVEWAY  
 10. 10' WIDE DRIVEWAY

EXISTING UTILITIES:  
 1. 10' WIDE DRIVEWAY  
 2. 10' WIDE DRIVEWAY  
 3. 10' WIDE DRIVEWAY  
 4. 10' WIDE DRIVEWAY  
 5. 10' WIDE DRIVEWAY  
 6. 10' WIDE DRIVEWAY  
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 10. 10' WIDE DRIVEWAY

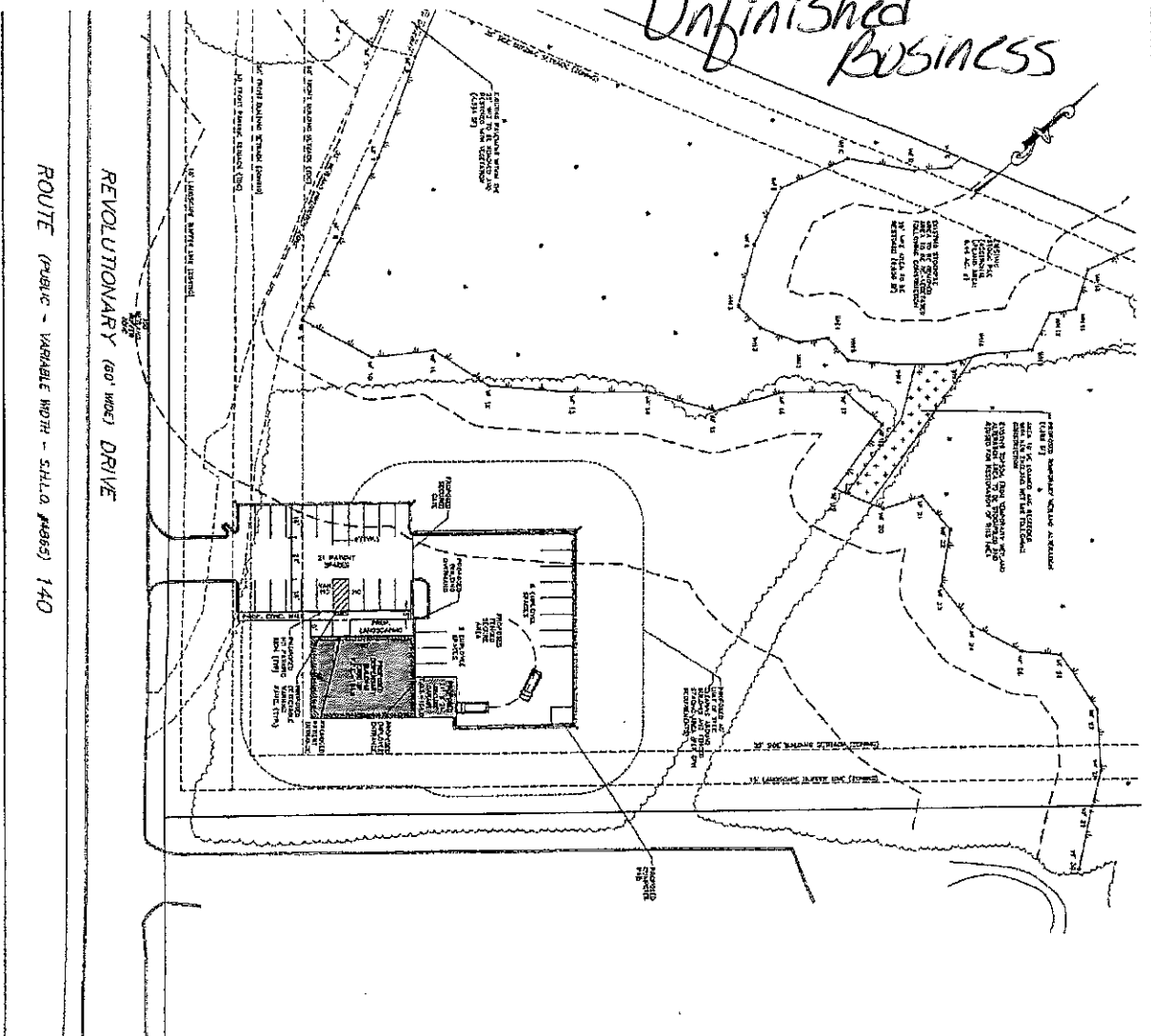


<p><b>FIELD ENGINEERING CONSULTING ENGINEERS</b></p> <p>110 WESTERN AVE.              1200 BOSTON              BOSTON, MASS.              TEL. 552-1111</p>		<p><b>PROPOSED SITE DEVELOPMENT</b>  <b>MASSMEDICUM CORPORATION</b></p> <p>LOT 5A REVOLUTIONARY DRIVE              TAUNTON, MASSACHUSETTS</p>	<p><b>PERMITTING</b></p> <p>1-10-78</p> <p>DATE: 1-10-78              DRAWN BY: [Name]              CHECKED BY: [Name]              APPROVED BY: [Name]</p>	<p><b>3</b></p> <p>3 OF 8</p>
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**SITE PLAN SHOWING 3,456 SQ. FT BUILDING FOOTPRINT**  
 (Plan submitted with the Special Permit Application - building footprint highlighted)

*Unfinished Business*



**NOTES:**  
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 2. THE PROPOSED BUILDING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE MASSACHUSETTS BUILDING CODE AND ALL APPLICABLE REGULATIONS.  
 3. THE PROPOSED BUILDING SHALL BE CONSTRUCTED ON A PERMANENT FOUNDATION.  
 4. THE PROPOSED BUILDING SHALL BE CONSTRUCTED ON A PERMANENT FOUNDATION.  
 5. THE PROPOSED BUILDING SHALL BE CONSTRUCTED ON A PERMANENT FOUNDATION.  
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 9. THE PROPOSED BUILDING SHALL BE CONSTRUCTED ON A PERMANENT FOUNDATION.  
 10. THE PROPOSED BUILDING SHALL BE CONSTRUCTED ON A PERMANENT FOUNDATION.

**EXISTING UTILITIES:**

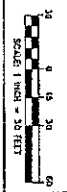
Utility	Depth	Material	Notes
Water	48"	Cast Iron	12" dia
Sewer	48"	Cast Iron	12" dia
Gas	48"	Cast Iron	12" dia
Electric	48"	Aluminum	4" dia
Telephone	48"	Aluminum	2" dia

**PROPOSED UTILITIES:**

Water: 12" dia, 48" depth, 100' length  
 Sewer: 12" dia, 48" depth, 100' length  
 Gas: 12" dia, 48" depth, 100' length  
 Electric: 4" dia, 48" depth, 100' length  
 Telephone: 2" dia, 48" depth, 100' length

**PROPOSED BUILDING:**

Area: 3,456 sq. ft.  
 Height: 2 stories  
 Foundation: Permanent  
 Structure: Steel frame  
 Roof: Asphalt shingles  
 Siding: Vinyl  
 Windows: Double-paneled  
 Doors: Solid wood  
 Parking: 10 spaces  
 Driveway: 10' x 20'



<b>FIELD ENGINEERING CONSULTING ENGINEERING</b> 100 COMMERCIAL STREET TAUNTON, MASSACHUSETTS 01960 TEL: (508) 848-1111		<b>PROPOSED SITE DEVELOPMENT</b> <b>MASSMEDICUM CORPORATION</b> LOT 5A REVOLUTIONARY DRIVE TAUNTON, MASSACHUSETTS	<b>SITE LAYOUT</b> SHEET NO. 3 DATE: 10/14
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(3)

**DECISION OF THE  
CITY OF TAUNTON MUNICIPAL COUNCIL  
ON THE PETITION FOR  
SPECIAL PERMIT**



2015 0023906

Bk: 22382 Pg: 182 Page: 1 of 3  
Doc: PERMIT 06/30/2015 01:36 PM  
ATTEST: Barry J. Amaral, Register  
Bristol County North Registry of Deeds

May 26, 2015

**Owner/  
Local 223 IBEW  
475 Myles Standish Blvd  
Taunton, Ma 02780**

**Petitioner  
Mass Medicum,  
c/o Philip Silverman  
14 Rollins Road  
South Easton, Ma 02375**

**For, Lot 65-119 Revolutionary Drive, Taunton, Ma**

The petition is for a Special Permit to allow a Medical Marijuana Dispensary on Lot 65-119 Revolutionary Drive, Taunton, Ma and located in the Industrial District.

On or about March 11, 2015 the petitioner filed with the City of Taunton Municipal Council, a petition for a Special Permit. As required by the Zoning Ordinance, copies of the petition and plans submitted therewith were submitted to the applicable City Boards and Departments. On May 5, 2015 a public hearing was held by the Municipal Council, after proper notice as required by Massachusetts General Laws Chapter 40A, Section 11 and the City's Zoning Ordinance. In considering the petition, the Municipal Council familiarized itself with the premises and examined the location, layout and other characteristics. A communication from the City Treasurer advised that there are no outstanding taxes on the property. After reviewing the petition, plans and testimony, the Municipal Council 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 Municipal Council, having made a motion to Grant the special permit, based on the submitted plans and accompanying materials and above mentioned reasons and The Municipal Council, having voted Eight (8) in favor, One (1) opposed, Zero (0) Absent of said motion, hereby Grants the petition of the Special Permit as presented with the Following Conditions;

**Condition #1) That the plans dated March 7, 2015 shall govern with the following additional conditions;**

**Condition #2) 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 #3) the required landscaping along the front property line shall be corrected according to section 7.1 of the Zoning Ordinance**

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

**RETURN TO**

*R. L. G. G. G., P.C.*

# Unfinished BUSINESS

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**Condition #5) Two set 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) The dumpster shall be located on a concrete pad, enclosed with a stockade fence, be kept closed at all times and emptied regularly**

**Condition #7) lighting shall be zero lumens at the property lines**

**Condition #8) A hazardous materials permit from the Board of health is required**

**Condition #9) All of the doors shall be shown on the plan**

**Condition #10) An oil water separator is required for the garage area**

**Condition #11) There shall be no processing or cultivation on this site**

**Condition #12) a food permit is required from the Board of Health**

**Condition #13) the plans shall show a datum**

**Condition #14) the 5 foot walkway shall not include the curb**

**Condition #15) dimensions shall be added to the rear parking lot**

**Condition #16) test pit data, with groundwater elevations, shall be included.**

**Condition #17) The proposed fenced area is required for the employee access area**

**Condition #18) The petitioner shall meet with and work out agreements with the Police Department on the "dual alarm system" and how that will interact with the Taunton Police Department. The petitioner shall also provide details on the provisions and proposed alternatives to the security provisions provided.**

**Condition #19) The Incident Response Plan, the Inventory Management Plan, Anti Diversion Plan and Waste Disposal Plans shall be reviewed and approved by the Police Chief**

**Condition #20) The type of doors utilized and the lining of the wall separating the reception area from the rest of the facility shall be approved by the Police Chief**

**Condition #21) The building shall be placed on a foundation with a slab, not piers, for maximum security and protection**

**Condition #22) The project shall comply with all Department of Public Health requirements regarding Medical Marijuana Dispensaries.**

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CITY OF TAUNTON MUNICIPAL COUNCIL

The following Municipal Council members voted in favor of the motion to Approve the petition:

CJ Marshall  
Andrew J. Marshall

David W Pottier  
David W Pottier

John M McCaul  
John M McCaul

Jeanne M Quinn  
Jeanne M Quinn

Sherry Costa-Haalon  
Sherry Costa-Haalon

Donald L. Cleary  
Donald L. Cleary

Estele C Borges  
Estele C Borges

Gerald A Croteau  
Gerald A Croteau

The following Councilor voted against the petition

Deborah A. Carr  
Deborah A. Carr

**PETITION Granted**

Voted: May 26, 2015 Decision\ lot 65-119 Revolutionary Dr Medical Marijuana (pg3 of 3)

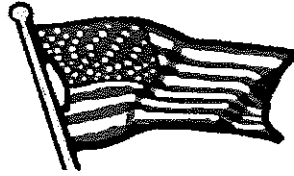
Rec'd Taunton City Clerk's office  
June 9, 2015 @ 8:30 pm

June 30, 2015

I hereby certify that twenty (20) days have elapsed from the filing of this decision with the Taunton City Clerk's office and that no appeal of said decision has been so filed.

Pauline Beckwith

END OF DOCUMENT



DECEMBER 22, 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, DECEMBER 22, 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 THE FOLLOWING APPLICATIONS FOR RENEWAL OF CLASS II LICENSES:
  - A. A & M AUTO EXCHANGE, 424 WINTHROP STREET
  - B. ACME FABRICATION & EQUIPMENT LEASING LLC, 91 ARLINGTON STREET
  - C. ADVANTAGE AUTOMOTIVE, 600 WINTHROP STREET
  - D. AFTER HOURS AUTO BODY INC. D/B/A AFTER HOURS AUTO SALES, 20 NORTH AVENUE
  - E. AMORIM AUTO SALES, INC., 265 LONGMEADOW ROAD
  - F. B & J AUTO SALES, 14 WHITTENTON STREET
  - G. BRENO'S COLLISION & SALES, INC., 408 WINTHROP STREET
  - H. BRISTOL MOTORS, 147 FREMONT STREET
  - I. CAMBRA AUTO SALES, 117 SUMMER STREET
  - J. CORRAO MOTORS, 251 BROADWAY
  - K. COSTA'S SERVICE CENTER, 28 LEONARD STREET
  - L. COUNTY STREET MOTORS, 603 COUNTY STREET
  - M. CRUISIN CLASSICS, 632 WINTHROP STREET
  - N. DEANTH MOTORS, 115 BROADWAY
  - O. DIPSON CONVENIENCE & REPAIR INC., D/B/A DIPSON & SONS AUTO SALES, 146 TREMONT STREET
  - P. FOGG AUTO SALES, INC., 346 WINTHROP STREET

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- Q. FRANK'S AUTO BODY INC., 265 BROADWAY
  - R. HAPPY BEAR INC., 54 COTTAGE STREET
  - S. JAIME'S AUTO BODY INC., 111 ARLINGTON STREET
  - T. LEO'S AUTO SALES & SERVICE, 350 ½ REAR WINTHROP STREET
  - U. LOFTUS AUTO CITY INC., 450 WINTHROP STREET
  - V. LOPES USED TRUCK & EQUIPMENT SALES D/B/A G. LOPES CONSTRUCTION INC., 490 WINTHROP STREET
  - W. MANN CLAN INC. D/B/A AUTO GALLERY, 283 BROADWAY
  - X. MELLO AUTO REPAIR & SALES, 45 SOUTH STREET
  - Y. M.H. HAMIE & SON, INC. D/B/A MIKE'S AUTO SALES, 594 WINTHROP STREET
  - W. NEW ENGLAND AUTO, 157 WEST WATER STREET
  - X. NORTHEAST AUTO EXCHANGE INC., 406 TREMONT STREET
  - Y. OAKLAND AUTO SALES, LLC, 214 TREMONT STREET
  - Z. PERRY'S TOWING & SERVICE, INC., 143 BROADWAY
  - AA. PREMIER MOTORS INC., 420 BROADWAY
  - BB. PRESTIGE AUTO MART, INC. D/B/A PRESTIGE 3, 288 BROADWAY
  - CC. PROFESSIONAL CAR ZONE, LLC, 381 WEIR STREET
  - DD. R & F MOTORS, INC., 35 Dana Street
  - EE. RTE 44 TIRE SHACK LLC D/B/A RTE 44 TIRE SHACK, 585 RICHMOND STREET
  - FF. SCOTTS SERVICE CENTER INC., 129-131 INGELL STREET
  - GG. TAUNTON AUTO & TRUCK SALES, 603 WINTHROP STREET
  - HH. TAUNTON SERVICE CENTER, INC., D/B/A TAUNTON SERVICE CENTER AUTO SALES, 48 BROADWAY
  - II. THOMAS AUTO SALES, 445 WINTHROP STREET
  - JJ. TOP QUALITY AUTO SALES, INC., 397 WINTHROP STREET
  - KK. TUCAN AUTO SALES CORP., 295 BROADWAY
  - LL. WINTHROP STREET MOTORS, INC., 347 WINTHROP STREET
2. MEET WITH THE POLICE CHIEF AND DETECTIVE SMITH ON PETITION OF NAFEZ SALEM OF WARREN, RI TO CHANGE THE NAME OF WALT'S AUTO SPECIALTY, INC. TO WALT'S AUTO SPECIALTY, INC D/B/A WALT'S MOTORS, 287-289 BROADWAY AND ON APPLICATION FOR RENEWAL OF CLASS II LICENSE OF WALT'S AUTO SPECIALTY INC. D/B/A WALT'S MOTORS, 287-289 BROADWAY
  3. MEET WITH THE POLICE CHIEF AND DETECTIVE SMITH ON PETITION OF BISSIE MITCHELL, 262 TAUNTON AVE., SEEKONK FOR RENEWAL OF FORTUNE TELLER LICENSE D/B/A SONIA'S PALM READING, 396 WINTHROP STREET
  4. PUBLIC INPUT
  5. MEET TO REVIEW MATTERS IN FILE

**PLEASE NOTE:**

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**THE COMMITTEE ON PUBLIC PROPERTY**

1. MEET WITH THE ASSISTANT CITY SOLICITOR, SENATOR MARC PACHECO AND PEG LORENZO, REAL ESTATE AGENT FOR U.S. ARMY REGARDING 110 COUNTY STREET (FORMER E. POLE SCHOOL)
2. MEET TO REVIEW MATTERS IN FILE

**PLEASE NOTE:**

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RESPECTFULLY,



COLLEEN M. ELLIS  
CLERK OF COUNCIL COMMITTEES