



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

FEBRUARY 12, 2013 – 7:00 PM

CITY CLERK

TAUNTON, MA

2013 FEB - 8 A 10:25

RECEIVED
CITY CLERK'S OFFICE

**INVOCATION
ROLL CALL
RECORDS**

HEARING: On the petition submitted by Margaret Boehner, 48 Archer Circle, Taunton and others for the acceptance of Archer Circle as a public way in the City of Taunton.

- Com. from City Engineer – Submitting a positive recommendation
- Com. from Chairman, Taunton Planning Board – submitting a positive recommendation

COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

COMMUNICATIONS FROM CITY OFFICERS

- Pg. 1-5 Com. from Director, Veterans Service Department – Requesting consideration and acceptance of MGL Chapter 59, Section 5N
- Pg. 6 Com. from Superintendent of Buildings – Updating on renovation schedule
- Pg. 7-10 Com. from Building Commissioner – Submitting the Building Permit Record for January 2013
- Pg. 11-25 Com. from City Solicitor - Submitting the Meadowland Estates Subdivision Amended Conservation Restriction
- Pg. 26-30 Com. from City Solicitor – Recommending a vote of the Council
- Pg. 31-32 Com. from Father Henry Arruda, Pastor, St. Anthony's Church, 126 School St., Taunton – Requesting permission to conduct a walking prayer pilgrimage
- Pg. 33 Com. from Breno Lima, Breno's Collision & Sales, 408 Winthrop St., Taunton – Expressing thanks

- Pg. 34-35 Com. from John McCarthy, Executive Director, Massachusetts School Building Authority, 40 Broad St., Suite 500, Boston – Notifying of approval for Galligan Elementary School
- Pg. 36 Com. from Debra Botellio, 49 Fremont St., Taunton – Expressing concerns
- Pg. 37 Com. from Treasurer/Collector – Rescind Unissued Debt

PETITIONS

Transfer of Class II License

Petition submitted by James F. Burke, -DBA- A&B Realty Trust, 288 Broadway, Taunton requesting to transfer his Class II License to Manuel M. Sarmiento, 101 Montaup Stree, Somerset, Prestige Auto Mart, Inc. -DBA- Prestige 3 to be located at 288 Broadway, Taunton.

COMMITTEE REPORTS

UNFINISHED BUSINESS

ORDERS, ORDINANCES AND RESOLUTIONS

Ordinance for a second reading to be passed to a third reading

AN ORDINANCE

Chapter 13

Sec 13-82. Prohibited parking places.

Be it ordained by the Municipal Council of the City of Taunton and by authority of the same as follows:

That Section 13-82 of the Revised Ordinances of the City of Taunton, as amended, is hereby further amended by adding the following:

- **North Walker Street, same side as Bennett School extending 75' south and 75' north of the horseshoe driveway.**
- **Fifth Avenue, each side of Fifth Avenue for 63 feet in front of house #273 to the corner of Whittenton Street.**

All ordinances or parts thereof inconsistent herewith are hereby repealed. This Ordinance shall become effective immediately upon passage.

NEW BUSINESS

Respectfully submitted,

Rose Marie Blackwell

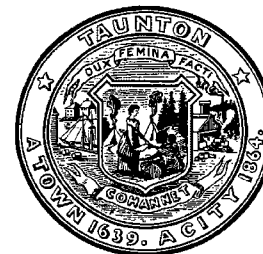
**Rose Marie Blackwell
City Clerk**



CITY of TAUNTON
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

15 Summer Street
Taunton, Massachusetts 02780-3430
Phone: 508-821-1027, Fax: 508-821-1336

Mark B. Slusarz, P.E.
City Engineer



M E M O R A N D U M

TO: Mayor Thomas C. Hoye, Municipal Council
FROM: Mark Slusarz, P.E., City Engineer *MBS*
CC: Fred Cornaglia, DPW Commissioner
DATE: January 29, 2013
RE: Street Acceptance, Archer Circle

The Engineering Department has visited Archer Circle and found the condition of the street to be good to fair with some sections poor. Past utility work is evident with the existence of trench patches. Mostly the patches are holding up, but some have failed. The drainage system appears adequate, but I've not been to the site during a storm. The roadway layout is well defined, and enough bounds were found to adequately reestablish the entire layout. It is my understanding that the City plows the road, and may have done other minor maintenance work there. I recommend that the street be accepted as a public way.



TAUNTON PLANNING BOARD

**City Hall
15 Summer Street
Taunton, Massachusetts 02780**

Denise J. Paiva, Secretary

Phone 508-821-1051

Fax 508-821-1665

December 7, 2012

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

c/o Rose Marie Blackwell, City Clerk

RE: ARCHER CIRCLE – STREET ACCEPTANCE

Dear Mayor Hoye and Members of the Municipal Council:

Please be advised that at the regularly scheduled meeting held on December 6, 2012 the Taunton Planning Board voted to send a POSITIVE recommendation to accept Archer Circle as a public way in the City of Taunton.

Very truly yours,

Daniel P. Dermody, Chairman
TAUNTON PLANNING BOARD

DPD/djp



Armand G. Provencal
Director

CITY OF TAUNTON
MASSACHUSETTS 02780

Veterans Service Department
And
Information Center

February 4, 2013

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

Dear Ms. Blackwell:

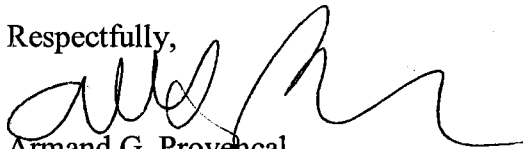
Please submit to our City Council for consideration and acceptance the attached MGL chapter 59, section 5N.

Briefly speaking this legislation, if accepted by the municipality, will provide a reduction in the real estate tax of a veteran taxpayer for volunteer service to the city.

Please see attached Acts of 2012, 108, section 8A and the codification in above General Law.

Thank you.

Respectfully,


Armand G. Provencal
Director

2

member state that is not inconsistent with this compact.

(b) All member states' laws conflicting with this compact are superseded to the extent of the conflict.

Section 19. (a) All lawful actions of the interstate commission, including all rules and by-laws promulgated by the interstate commission, shall be binding upon the member states.

(b) All agreements between the interstate commission and the member states shall be binding in accordance with the terms of the agreement.

(c) In the event any provision of this compact exceeds the constitutional limits imposed on the legislature of any member state, such provision shall be ineffective to the extent of the conflict with the constitutional provision of that member state.

SECTION 7. The third paragraph of said section 26 of said chapter 31, as so appearing, is hereby amended by adding the following sentence:- No appointing authority shall request military medical records for the purpose of employment other than that which is required by the administrator.

SECTION 7A. Clause Twenty-second A of section 5 of chapter 59 of the General Laws, as so appearing, is hereby amended by adding the following sentence:- No person who has received an exemption under this clause shall be denied the benefit of the exemption because the person returns to active service.

SECTION 8. Said section 5 of said chapter 59 of the General Laws, as so appearing, is hereby further amended by striking out, in lines 765 to 767, inclusive, the words "; provided, however, that in no case shall the abatement amount exceed the sum of \$2,500 in any fiscal year following the fifth fiscal year of receipt of the abatement".

SECTION 8A. Said chapter 59 of the General Laws is hereby further amended by inserting after section 5M the following section:-

X

Section 5N. In any city or town which accepts this section, the board of selectmen of a town, or in a municipality having a town council form of government, the town council or the mayor, with the approval of the city council in a city, may establish a program to allow veterans, as defined in clause Forty-third of section 7 of chapter 4, to volunteer to provide services to that city or town. In exchange for such volunteer services, the city or town shall reduce the real property tax obligations of that veteran on the veteran's tax bills and that reduction shall be in addition to any exemption or abatement to which that person is otherwise entitled; provided, however, that person shall not receive a rate of, or be credited with, more than the current minimum wage of the commonwealth per hour for the services provided pursuant to that reduction; and provided further, that the reduction of the real property tax bill shall not exceed \$1,000 in a given tax year. It shall be the responsibility of the city or town to maintain a record for each taxpayer including, but not limited to, the number of hours of service and the total amount by which the real property tax has been reduced and to provide a copy of that record to the assessor in order that the actual tax bill reflect the reduced rate. A copy of that record shall also be provided to the taxpayer prior to the issuance of the actual tax bill. The cities and towns shall have the power to create local rules and procedures for implementing this section in a way that is consistent with the intent of this section. Nothing in this section shall be construed to permit the reduction of workforce or otherwise replace existing staff.

The amount by which a person's property tax liability is reduced in exchange for the volunteer services shall not be considered income, wages or employment for purposes of taxation as provided in chapter 62, for the purposes of withholding taxes as provided in chapter 62B, for the purposes of workers' compensation as provided in chapter 152 or any other applicable provisions of the General Laws. While providing such volunteer services, that person shall be

considered a public employee for the purposes of chapter 258 and those services shall be deemed employment for the purposes of unemployment insurance as provided in chapter 151A.

A city or town, by vote of its legislative body, subject to its charter, may adjust the exemption in this clause by: (i) allowing an approved representative for persons physically unable to provide such services to the city or town; or (ii) allowing the maximum reduction of the real property tax bill to be based on 125 volunteer service hours in a given tax year, rather than \$1,000.

SECTION 8B. Section 2 of chapter 90 of the General Laws, as appearing in the 2010 Official Edition, is hereby amended by inserting after the eighteenth paragraph the following paragraph:-

The registrar shall furnish, at the request of owners of private passenger motor vehicles and motorcycles, who are residents of the commonwealth and serving in active duty, a distinctive emblem to be affixed to the registration plate that identifies the branch of the armed services in which the owner serves. The registrar may charge a fee directly attributable to the cost of issuance of that emblem; provided, however, that this fee shall not exceed \$35. Any member of the armed forces who is dishonorably discharged shall return such plates to the registrar not later than 30 days after that discharge. The registrar shall not renew the license plate of a dishonorably discharged armed forces member until confirming that the distinctive emblem is not affixed to the plate. For the purposes of this section "active duty" shall mean full-time duty in active military service of the army, navy, marine corps, coast guard or air force of the United States, but shall not include active duty being served for the purpose of training as a reservist in the army national guard or air national guard.

SECTION 8C. Chapter 112 of the General Laws, as appearing in the 2010 Official Edition, is hereby amended by inserting after section 1A the following section:-

Section 1B. (a) The director and each of the boards of registration and examination under the director's supervision, shall upon presentation of satisfactory evidence by an applicant for certification or licensure, accept education, training or service completed by an individual as a member of the armed forces, as defined in clause Forty-third of section 7 of chapter 4, or the United States military reserves toward the qualifications required to receive the license or certification in question.

(b) The commissioner of public health and each of the boards of registration and examination under the commissioner's supervision, shall upon presentation of satisfactory evidence by an applicant for certification or licensure, accept education, training, or service completed by an individual as a member of the armed forces, as defined in clause Forty-third of section 7 of chapter 4, or the United States military reserves toward the qualifications required to receive the license or certification in question.

(c) Notwithstanding any general or special law to the contrary, if a licensee or certificate holder, under this chapter, is engaged in active service in the armed forces of the United States, as defined in clause Forty-third of section 7 of chapter 4, the license or certification held by that licensee or certificate holder shall remain valid until the licensee or certificate holder is released from active duty and for a period of not less than 90 days following that release.

(d) Notwithstanding any general or special law to the contrary, the commissioner of public health and each of the boards of registration and examination under the supervision of the commissioner, shall upon presentation of satisfactory evidence by an applicant for certification or licensure, expedite the issuance of a license or certification to a person: (i) who is certified

4



THE 188TH GENERAL COURT OF
THE COMMONWEALTH OF MASSACHUSETTS

Home Glossary FAQs

site search

Options

GO

Massachusetts Laws

Bills

State Budget

People

Committees

Educate & Engage

Events

Massachusetts Laws

General Laws

Print Page

Massachusetts Constitution

General Laws

Session Laws

Rules

PART I	ADMINISTRATION OF THE GOVERNMENT (Chapters 1 through 182)	PREV	NEXT
TITLE IX	TAXATION	PREV	NEXT
CHAPTER 59	ASSESSMENT OF LOCAL TAXES	PREV	NEXT
Section 5N	Reduction of property tax obligation of veteran in exchange for volunteer services	PREV	NEXT

[Text of section added by 2012, 108, Sec. 8A effective May 31, 2012.]

Section 5N. In any city or town which accepts this section, the board of selectmen of a town, or in a municipality having a town council form of government, the town council or the mayor, with the approval of the city council in a city, may establish a program to allow veterans, as defined in clause Forty-third of section 7 of chapter 4, to volunteer to provide services to that city or town. In exchange for such volunteer services, the city or town shall reduce the real property tax obligations of that veteran on the veteran's tax bills and that reduction shall be in addition to any exemption or abatement to which that person is otherwise entitled; provided, however, that person shall not receive a rate of, or be credited with, more than the current minimum wage of the commonwealth per hour for the services provided pursuant to that reduction; and provided further, that the reduction of the real property tax bill shall not exceed \$1,000 in a given tax year. It shall be the responsibility of the city or town to maintain a record for each taxpayer including, but not limited to, the number of hours of service and the total amount by which the real property tax has been reduced and to provide a copy of that record to the assessor in order that the actual tax bill reflect the reduced rate. A copy of that record shall also be provided to the taxpayer prior to the issuance of the actual tax bill. The cities and towns shall have the power to create local rules and procedures for implementing this section in a way that is consistent with the intent of this section. Nothing in this section shall be construed to permit the reduction of workforce or otherwise replace existing staff.

The amount by which a person's property tax liability is reduced in exchange for the volunteer services shall not be considered income, wages or employment for purposes of taxation as provided in chapter 62, for the purposes of withholding taxes as provided in chapter 62B, for the purposes of workers' compensation as provided in chapter 152 or any other applicable provisions of the General Laws. While providing such volunteer services, that person shall be considered a public employee for the purposes of chapter 258 and those

5

services shall be deemed employment for the purposes of unemployment insurance as provided in chapter 151A.

A city or town, by vote of its legislative body, subject to its charter, may adjust the exemption in this clause by: (i) allowing an approved representative for persons physically unable to provide such services to the city or town; or (ii) allowing the maximum reduction of the real property tax bill to be based on 125 volunteer service hours in a given tax year, rather than \$1,000.

[Show / Hide Site Map](#)

[Mass.gov](#) | [Site Map](#) | [Terms of Use](#) | [Privacy Policy](#) | [Accessibility Statement](#) | [Contact Us](#)

Copyright © 2013 The General Court, All Rights Reserved

6

CITY OF TAUNTON

MASSACHUSETTS

WAYNE E. WALKDEN,
CBO, MCPPO
SUPERINTENDENT OF
BUILDINGS

DEPARTMENT OF PUBLIC BUILDINGS



TEMPORARY
GOVERNMENT OFFICES
141 OAK STREET
TAUNTON, MA 02780-3464
(508) 821-1015
FAX (508) 821-1019

February 6, 2013

Municipal Council President, John McCaul and
Members of the Municipal Council
City Hall

Dear Councilors:

At a regular meeting of the Municipal Council held on Tuesday, February 5, 2013 the Municipal Council motioned that I submit an update on the renovations schedule for several City Hall departments.

Please be advised that construction plans were drafted by me and approved by various departments for alterations to the DPW Operations Center to accommodate the City Engineer on January 25, 2013. The Building Permit is dated January 28, 2013. Work has begun in the former Traffic Area. The following work is required:

Installation of a sound barrier, framing, electrical, duct work for heat and ventilation, sprinkler engineering and installation of additional heads, air conditioning, communications, drywall, finish trim and millwork, painting, floor covering, cabinet boxes, shelving, and office doors.

Thirty days is realistic for the remaining work at DPW. At least two months will be needed to remodel space for the Auditor, Treasurer, and Legal staff. Plans and permits are required for all work. I have begun design plans for Maxham. Additional upgrades to Maxham including rest room accessibility, ventilation, security, fire alarm, and parking, will follow the department moves.

Respectfully,

Wayne E. Walkden
Wayne E. Walkden
Superintendent of Buildings

7

JANUARY, 2013

No.	Application for Permit to	Use of Building	Location	Owner	Contractor
596	ADD TO	2-FAMILY DWELLING (EXTERIOR STAIRWAY)	111 EAST WATER ST.	JOHN C HADFIELD	ALBERT R GAMACHE
597	ERECT	2-CAR GARAGE	271 HIGHLAND ST.	TIMOTHY DYER	TIMOTHY DYER
598	ERECT	54 UNIT APARTMENT BLDG.	45 MASON ST.	TRINITY TAUNTON FOUR L.P.	CWC BUILDERS INC.
599	ERECT	8 ATTACHED DWELLING UNITS	MASON ST. (29, 31, 33, 35, 37, 39, 41, 43)	TRINITY TAUNTON FOUR L.P.	CWC BUILDERS INC.
600	ERECT	5 ATTACHED DWELLING UNITS	W STREET (101, 103, 105, 107, 109)	THA FAIRFAX INC./ TRINITY TAUNTON FOUR L.P.	CWC BUILDERS INC.
601	ERECT	5 ATTACHED DWELLING UNITS	W STREET (201, 203, 205, 207, 209)	THA FAIRFAX INC./ TRINITY TAUNTON FOUR L.P.	CWC BUILDERS INC.
602	ERECT	6 ATTACHED DWELLING UNITS	X STREET (100, 102, 104, 106, 108, 110)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
603	ERECT	7 ATTACHED DWELLING UNITS	Y STREET (101, 103, 105, 107, 109, 111, 113)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
604	ERECT	6 ATTACHED DWELLING UNITS	Z STREET (401, 403, 405, 407, 409, 411)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
605	ERECT	6 ATTACHED DWELLING UNITS	Y STREET (201, 203, 205, 207, 209, 211)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
606	ERECT	8 ATTACHED DWELLING UNITS	Z STREET (301, 303, 305, 307, 309, 311, 313, 315)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
607	ERECT	8 ATTACHED DWELLING UNITS	Z STREET (101, 103, 105, 107, 109, 111, 113, 115)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
608	ERECT	9 ATTACHED DWELLING UNITS	Z STREET (201, 203, 205, 207, 209, 211, 213, 215, 217)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
609	ERECT	6 ATTACHED DWELLING UNITS	Y STREET (501, 503, 505, 507, 509, 511)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
610	ERECT	7 ATTACHED DWELLING UNITS	Y STREET (401, 403, 405, 407, 409, 411, 413)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
611	ERECT	4 ATTACHED DWELLING UNITS	X STREET (300, 302, 304, 306)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
612	ERECT	6 ATTACHED DWELLING UNITS	X STREET (201, 203, 205, 207, 209, 211)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
613	ERECT	7 ATTACHED DWELLING UNITS	X STREET (401, 403, 405, 407, 409, 411, 413)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
614	ERECT	2-FAMILY DWELLING	X STREET (501, 503)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
615	ERECT	2-FAMILY DWELLING	X STREET (601, 603)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
616	ERECT	2-FAMILY DWELLING	X STREET (701, 703)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
617	ERECT	2-FAMILY DWELLING	X STREET (801, 803)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
618	ERECT	COMMUNITY CENTER	X STREET (101)	TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
619	ERECT	MAINTENANCE BLDG.	Y STREET (300)	THA FAIRFAX INC./ TRINITY TAUNTON NINE L.P.	CWC BUILDERS INC.
620	REPAIR	1-FAMILY DWELLING			

JANUARY, 2013

No.	Application for Permit to	Use of Building	Location	Owner	Contractor
621	ALTER	ANTENNAS	585 WINTHROP ST.	ANDREW ANGERS	POWER HOME REMODELING/ ALLAN COLPITS
622	INSTALL	CELL ANTENNAS	487 TREMONT ST.	STEVEN & DONNA WITHERELL	INDUSTRIAL COMMUNICATION
623	ADD TO	ANTENNAS	585 WINTHROP ST.	INDUSTRIAL COMMUNICATIONS	PETER P SCRENCI SAI COMMUNICATIONS LLC INDUSTRIAL COMMUNICATION
624	REPAIR	1-FAMILY DWELLING (ROOF)	184 TERRIANN DR.	DERRICK TODD	THD AT HOME SERVICES/ RONALDO SOLANO
625	REPAIR	1-FAMILY DWELLING/ WINDOWS, DOOR)	41 GREENWOOD CIRCLE	CHRIS BENJAMIN	THD AT HOME SERVICES/ DOUG SZYNAL
626	REPAIR	1-FAMILY DWELLING (ROOF)	73 FLORAL ST.	ROBERT PACHECO	A-1 ROOFING & WINDOW/ LEONARD SIMANSKI
627	REPAIR	2-FAMILY DWELLING (ROOF)	19 MAPLE ST.	JAMES VALDES	B&D CONSTRUCTION/ STEVEN ST. MARTIN
628	REPAIR	1-FAMILY DWELLING (ROOF)	29 EDGEWATER LANE	MICHAEL SHEERIN	B&D CONSTRUCTION/ STEVEN ST. MARTIN
629	ADD TO	EXISTING SIGN	40 MAIN ST.	JOSE C & TANYA A BEJARANO	SIGN DESIGN, INC.
630	REPAIR	1-FAMILY DWELLING (ROOF)	70 LIBERTY ST.	HELENA SHREWSBURY	S&E CONSTRUCTION/ MARIA O COSTA
631	ALTER	DECK ROOF	719 BAY ST.	PHYLLIS A TITLOW	MARK P BROWN
632	REPAIR	2-FAMILY DWELLING (ROOF)	33 SHORES ST.	JASON DASILVA	HENDERSON ENTERPRISES/ DAVID HENDERSON
633	REPAIR	1-FAMILY DWELLING (ROOF, INSULATION)	1185 BAY ST.	ALVARO & MARIA DAROSA	DIANE GUSTAFSON
634	INSTALL	PELLET STOVE	3 CLAIRE TERRACE	JOSE DASILVA	JOSE DASILVA
635	REPAIR	1-FAMILY DWELLING	55 PORTER ST.	ANTONIO DIAS	ULTIMATE CHIMNEY/ RONALD R PICARD
636	ERECT	1-FAMILY DWELLING W/2 CAR GARAGE UNDER	196 ALANITA DR. (LOT 24)	RICHARD FEODOROFF	RICHARD FEODOROFF
637	ERECT	1-FAMILY DWELLING W/ ATTACHED 2-CAR GARAGE	206 ALANITA DR. (LOT 25)	RICHARD FEODOROFF	RICHARD FEODOROFF
638	REPAIR	1-FAMILY DWELLING (ROOF, SIDING, WINDOWS)	501 STAPLES ST.	ALAN KEITH	MICHAEL STEWART
639	REPAIR	COMMERCIAL BLDG.	12 COURT ST.	JR TALLMAN CO.	RMC CONSTRUCTION/ ROB COSTA
640	ALTER	1-FAMILY DWELLING (BASEMENT)	125 BELMONT ST.	JOHN M CHAPMAN	OWENS CORNING BASEMENT FINISHING SYSTEMS/ ANTHONY METRANO
641	REPAIR, ADD TO	3-FAMILY DWELLING (DORMER, KITCHEN & BATH REMODEL)	91 CEDAR ST.	CHRIS CAMPEAU	EDDIE'S HOME IMPROVEMENT/ EDUARDO ALMEIDA
642	ALTER	CONDOMINIUM	507 COUNTY ST.	COUNTY ST. CONDO TRUST	ALL SEASONS CARPENTRY/ ROBERT J WILBUR
643	ALTER	1-FAMILY DWELLING	64 DAVIS ST.	ASPEN PROPERTIES	JEFFREY PAIGE
644	ALTER/REPAIR	1-FAMILY DWELLING	6 CLARENDON ST.	ASPEN PROPERTIES	JEFFREY PAIGE
645	INSTALL	PELLET STOVE	67 APPLEBLOSSOM LANE	GREGORY & DANIELLE FOX	NATHAN HINDEWITTH
646	REPAIR	1-FAMILY DWELLING	37 EVERGREEN DR.	RIVERFALLS PROPERTY INVEST-	SCOTT FLANNERY

JANUARY, 2013

No.	Application for Permit to	Use of Building	Location	Owner	Contractor
647	REPAIR	(DECK & RAILINGS) 1-FAMILY DWELLING (INSULATION, WEATHER-STRIPPING)	685 SOMERSET AVE.	MENTS MICHAEL RAPOSO	ADVANCED WINDOWS, INC./ BRIAN BLANCHARD
648	REPAIR	1-FAMILY DWELLING (INSULATION, WEATHER-STRIPPING)	29 FRIEND ST.	KATHY PROVOST	ADVANCED WINDOWS, INC./ BRIAN BLANCHARD
649	ALTER	CELL STRUCTURE (ANTENNAS)	200 CONSTITUTION DR.	VERIZON WIRELESS	SAI COMMUNICATIONS
650	INSTALL	LINER FOR OIL APPLIANCE	496 CRANE AVE. S.	CHARLES CLOUGH	ULTIMATE CHIMNEY SWEEP INC.
651	ALTER	COMMERCIAL BLDG. (INTERIOR RENOVATIONS)	534 COUNTY ST.	TRUCCHI REALTY TRUST	ANTOINE CONSTRUCTION
652	ALTER/REPAIR	COMMERCIAL BLDG. (2ND HAND SHOP TO ACCESSORY SHOP)	398 BAY ST.	DEREK DAGESSE	D. BRICO/ K JOY CROSSMAN
653	ERECT	1-FAMILY DWELLING W/2 CAR GARAGE ATTACHED	877 MIDDLEBORO AVE.	ANDY AMARO	MICHAEL BOUCHER
654	REPAIR	COMMERCIAL BLDG. (ROOF)	237 BROADWAY	CROWN PROPERTIES LLC	CALSON CONST. CORP./ G ALFRED CALCAGNI JR.
655	INSTALL	SIGN	12 COURT ST.	JR TALLMAN CO.	MANDEVILLE SIGN
656	REPAIR	1-FAMILY DWELLING	1348 BAY ST.	PAUL PANAIKAS	PAUL PANAIKAS
657	REPAIR	1-FAMILY DWELLING (KITCHEN & BATH RENOVATION)	305 RICHMOND ST.	JOSEPH GUTERL	JOSEPH GUTERL
658	ALTER	COMMERCIAL BLDG. (TRAFFIC AREA TO OFFICE & STORAGE SPACE)	90 INGELL ST.	CITY OF TAUNTON	WAYNE WALKDEN
659	ERECT	1-FAMILY DWELLING	22 HERITAGE DR. (LOT 3)	PROSPECT HILL PRESERVE LLC	DANIEL RUSSELL
660	ALTER	1-FAMILY DWELLING (INSULATION, WEATHERIZATION)	234 WEIR ST.	THERESA PACK	INSULATE 2 SAVE/ ROLAND LANGEVIN
661	REPAIR	2-FAMILY DWELLING (STAIRCASE)	218 SCHOOL ST.	HUMBERTO & ZELIA DASILVA (TRUSTEES)	HUMBERTO & ZELIA DASILVA
662	REPAIR	1-FAMILY DWELLING (ROOF)	14 LIBERTY ST.	THOMAS PEMBERTON	RONALD SCOTT
663	ALTER/ ADD TO	MOBILE HOME (SUNROOM)	237 LOTHROP ST.	OAK HILL ASSOCIATES, LLC/ ZACHARY MILLER	CAPEWAY ALUMINUM & VINYL INC./STEVEN FISHMAN
664	REPAIR	1-FAMILY DWELLING (ROOF)	225 HODGES ST.	MICHAEL & MARIE WISZ	CARE FREE HOMES/ DANA PICKUP
665	REPAIR	1-FAMILY DWELLING (SIDING, WINDOWS, DOORS)	146 SEEKELL ST.	WALLIS BILLINGS	EMERY CONTRACTING/ MICHAEL EMERY
666	REPAIR	1-FAMILY DWELLING (BATHROOM RENOVATION)	105 STEVE DR.	JOHN FURTADO	EMOND BROTHERS/ DANIEL BAROS
667	ALTER/REPAIR	COMMERCIAL BLDG. (RECEPTION AREA)	1 WASHINGTON ST.	MILL RIVER PROFESSIONAL CENTER LLC	NOVA CONSTRUCTION CO., INC./ MATTHEW EPSTEIN
668	INSTALL	WOOD STOVE	25 HIGHSTONE ST.	SHARON SHEEHAN	SHARON SHEEHAN

10

JANUARY, 2013

No.	Application for Permit to	Use of Building	Location	Owner	Contractor
669	REPAIR	1-FAMILY DWELLING (WINDOWS, DOORS)	122 WASHINGTON ST.	ALBERT SIGFRIED	BOSS SERVICES INC./ LEVESQUE
670	ALTER	1-FAMILY DWELLING (INSULATION, WEATHERIZATION)	764 NORTON AVE.	TODD TIGANO	INSULATE 2 SAVE/ ROLAND LANGEVIN
671	REPAIR	CONDOMINIUM (WINDOW)	21 ALCOTT CIRCLE	CRANES LANDING CONDO TRUST/ JOHN ALMEIDA	B&D CONSTRUCTION/ STEVEN ST. MARTIN
672	INSTALL	SIGN	182 BROADWAY	JN PHILLIPS	I.D. SIGN GROUP, INC./ TIMOTHY J FISHER
673	ADD TO	1-FAMILY DWELLING (SECOND FLOOR)	95 METACOMET AVE.	AARON ANGER	MICHAEL W GOMES
674	ALTER	COMMERCIAL BLDG. (MUSIC STORE TO A JEWELRY STORE)	21-22 TAUNTON GREEN	CELESTE PACHECO	PREMIER CONSTRUCTION/ OCTAVIO MELO
675	ALTER	1-FAMILY DWELLING (FINISH BASEMENT)	17 MAPLE ST.	MARK ROSA	MARK ROSA



Robert P Pinozzi/Building Commissioner-Chief of Inspections



City of Taunton

LAW DEPARTMENT

141 Oak Street

Taunton, Massachusetts 02780

Phone (508) 821-1036 Facsimile (508) 821-1064



11

Thomas C. Hoyer, Jr.

MAYOR

Jason D. Buffington

CITY SOLICITOR

Daniel F. de Abreu

ASST. CITY SOLICITOR

February 5, 2013

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

RE: Meadowland Estates Subdivision – Amended Conservation Restriction

Dear Mayor Hoyer and Members of the Municipal Council:

Enclosed please find the final version of the Amended and Restated Conservation Restriction concerning the open space land within this subdivision. As you know, this subdivision was approved by the Taunton Planning Board as a Cluster Residential Development under Section 14.1 of the Taunton Zoning Ordinance, which requires restrictions of this type be placed upon the common open space.

I have reviewed the attached legal document and find it to be in proper form. I respectfully request that the Municipal Council vote to accept this Amended and Restated Conservation Restriction as being in the public interest.

Very truly yours,

Jason D. Buffington, Esq.
City Solicitor

AMENDED AND RESTATED CONSERVATION RESTRICTION

Now come Big Red Properties, LLC, a Massachusetts limited liability company with a principal place of business at 490 Winthrop Street, Taunton, Massachusetts, as Grantor and Kayla Lopes, Trustee of Meadow Land Estates II Homeowners Trust u/d/t dated July 23, 2012 and recorded with the Bristol County Registry of Deeds, North District in Book 20332, Page 266, as Grantee hereby amends and restates the Conservation Restriction dated July 23, 2012 and recorded with said Registry of Deeds in Book 20332, Page 280 pursuant to Section X therein.

The parties hereby agree that the said Conservation Restriction dated July 23, 2012 and recorded with Bristol County Registry of Deeds, North District, in Book 20332, Page 280 is hereby amended by striking out the text thereof in its entirety and replacing it with the following:

Big Red Properties, LLC, a Massachusetts limited liability company with a principal place of business at 490 Winthrop Street, Taunton, Massachusetts herewith, being the sole owner, for my successors and assigns ("Grantor"), acting pursuant to Section 31 of Chapter 184 of the Massachusetts General Laws, hereby grant to Kayla Lopes, Trustee of Meadow Land Estates II Homeowners Trust, a Declaration of Trust dated July , 2012 and recorded with the Bristol County Registry of Deeds and its permitted successors and assigns ("Grantee") and to the City of Taunton, Massachusetts, a municipal corporation with a principal place of business at 15 Summer Street, Taunton, Massachusetts for less than One Hundred Dollars (\$100.00), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction on a parcel of land located on Bluegrass Circle a/k/a Bluegrass Lane in the City of Taunton, Bristol County, Massachusetts and more particularly described in Exhibit A, excluding therefrom, the non-exclusive 20' wide utility easement to the City of Taunton as set forth in the Grant of Utility Easement, dated July 23, 2012 and recorded with the Bristol County North District Registry in Book 20332, Page 263 ("Premises"). For Grantor's title see Bristol County Registry of Deeds Northern District in Book 20033, Page 105. This Conservation Restriction is in compliance with the Certificate of Final Action dated December 8, 2009, RE: DEFINITIVE CLUSTER SUBDIVISION PLAN- "MEADOW LAND ESTATES" - LOCATED OFF TREMONT STREET and the City of Taunton Zoning Ordinance, Section 14.1 Cluster Residential Development. This Conservation Restriction does not apply to the non-exclusive 20' wide utility easement to the City of Taunton as set forth in the Grant of Utility Easement.

I. PURPOSES:

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

This value include the following:

Open Space Preservation. The protection of the Premises contributes to the protection of the scenic and natural character of the City of Taunton and the protection of the Premises will enhance the open-space value of these lands.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

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

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping on the Premises of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their lawful duties;
- (7) The disruption, removal, or destruction of the stone walls or granite fence posts on the Premises, if any;
- (8) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel.

(9) The use of the Premises for more than *de minimis* commercial recreation, business, residential or industrial use of the Premises.

(10) Any other use of the Premises or activity thereon which is inconsistent with the purpose of this Conservation Restriction or which would materially impair its conservation interests.

B. Reserved Rights and Exceptions

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

(1) Recreational Activities. Fishing, boating, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than *de minimis* use for commercial recreational activities;

(2) Vegetation Management. In accordance with generally accepted forest management practices, removing of brush, selective *de minimis* pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, including vistas, woods roads, fence lines and trails and meadows; and designed to protect and enhance the conservation values of the Premises, including, without limitation, water quality, water features, scenic views, wildlife habitat, etc.

(3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.

(4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials **originating on the Premises**, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction;

(5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

(6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);

(7) Trails. The marking, clearing and maintenance of footpaths and the periodic. Trails are to be not wider than 5 feet;

(8) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, identification of the Meadow Land Estates Subdivision and the lots therein, sale of the Meadow Land Estates Subdivision and the lots therein and the protected conservation values; and,

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

C. Notice and Approval.

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

III. LEGAL REMEDIES

A. The Grantee And/Or The City Of Taunton- Legal and Injunctive Relief

The rights hereby granted to the Grantee and the City of Taunton shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of, it being agreed that the Grantee and the City of Taunton will have no adequate remedy at law. The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee and/or the City of Taunton for the enforcement of this Conservation Restriction. Grantee and/or the City of Taunton agree to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations by Grantor provided Grantor ceases

objectionable actions and Grantee and/or the City of Taunton determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee and/or the City of Taunton all reasonable costs and expenses, including reasonable attorney fees incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred by the Grantor.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee and/or the City of Taunton. Any election by the Grantee and/or The City of Taunton as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

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

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee and/or the City of Taunton to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes.

IV. ACCESS

The Grantor hereby grants to the Grantee and/or the City of Taunton, or their duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee and/or the City of Taunton, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

V. EXTINGUISHMENT

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

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

C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in shares equal to such proportionate value. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on

behalf of itself and its successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Conservation Restriction shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after transfer of its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within twenty (20) days, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee.

X. AMENDMENT

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

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when signed by the following: the Grantor, the Grantee, the Mayor of the City of Taunton, at least five members of the Taunton Municipal Council, at least four members of the Taunton Conservation Commission and the Secretary of the Massachusetts Executive Office of Energy and Environmental Affairs, and it has been recorded in the Bristol County Northern District Registry of Deeds. The Grantee shall record this instrument in timely manner in the Bristol County Northern District Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Big Red Properties, LLC
490 Winthrop Street
Taunton, MA 02780

To Grantee: Kayla Lopes, Trustee
Meadow Land Estates II Homeowners Trust
c/o Big Red Properties, LLC
490 Winthrop Street
Taunton, MA 02780

And if to:
City of Taunton City of Taunton
Law Department

15 Summer Street
Taunton, MA 02780

or to such other address as any of the above parties shall designate from time to time by written notice to the other or that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to affect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

E. Authority

The undersigned acknowledges that he/she/it has the authority to execute this agreement and if signing on behalf of an entity, he or she has obtained authority from the appropriate individuals and has the authority to grant, convey or bind the entity to this Conservation Restriction and the terms thereof. This Conservation Restriction shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives and successors of the parties.

WITNESS our hand and seal this _____ day of _____, 2013.

Big Red Properties, LLC

By: _____
Kayla Lopes, Manager

By: _____
Joseph Tutsch, Jr., Manager

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this _____ day of _____, 2012, before me, the undersigned notary public, personally appeared Kayla Lopes and Joseph Tutsch, Jr., proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Managers and on behalf of Big Red Properties, LLC.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT

The above Conservation Restriction was accepted by Kayla Lopes, Trustee of the Meadow Land Estates II Homeowners Trust this _____ day of _____, 201.

Meadow Land Estates II Homeowners Trust

By: _____
Kayla Lopes
Its: Trustee, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this _____ day of _____, 2013, before me, the undersigned notary public, personally appeared Kayla Lopes, proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Trustee of Meadow Land Estates II Homeowners Trust.

Notary Public
My Commission Expires:

APPROVAL BY MAYOR

I, the undersigned being the Mayor of the City of Taunton hereby approves the foregoing Conservation Restriction as being in the public interest pursuant to M.G.L. Ch. 184 §§ 31-33.

Thomas C. Hoyer, Jr.

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this _____ day of _____, 2013, before me, the undersigned notary public, personally appeared Thomas C. Hoyer, Jr., proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Mayor of the City of Taunton.

Notary Public
My Commission Expires:

APPROVAL BY MUNICIPAL COUNCIL

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

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this _____ day of _____, 2013, before me, the undersigned notary public, personally _____ appeared

_____, proved to me through satisfactory evidence of identification which was personal knowledge to be the Municipal Council of the City of Taunton whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it in their stated capacity, duly authorized and voluntarily, on behalf of the City of Taunton, for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL BY CONSERVATION COMMISSION

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

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss:

On this _____ day of _____, 2013, before me, the undersigned notary public, personally _____ appeared

_____, proved to me through satisfactory evidence of identification which was personal knowledge to be the Conservation Commission of the City of Taunton whose names are signed on the proceeding or attached document, and

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

Notary Public
My Commission Expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS

I, the undersigned being the Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby approves the foregoing Conservation Restriction as being in the public interest pursuant to M.G.L. Ch. 184 §§ 31-33.

Richard K. Sullivan, Jr.

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this day of , 2013, before me, the undersigned notary public, personally appeared Richard K. Sullivan, Jr., proved to me through satisfactory evidence of identification which was personal knowledge to be the Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it in his stated capacity, duly authorized and voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Exhibit A

Open Space Parcel "A", containing 1,856,359.2 sq. ft. +/- as shown on those certain plans entitled: "MEADOW LAND ESTATES, A CLUSTER RESIDENTIAL DEVELOPMENT DEFINITIVE SUBDIVISION PLAN OF LAND IN TAUNTON, MA SUBMISSION DATE: NOVEMBER 10, 2009" Prepared for Yvon Nadeau Development, 94 Libby Lane, Taunton, MA., said plan having been duly approved by the Taunton Planning Board and recorded with the Bristol County Northern District Registry of Deeds on May 13, 2010 in Plan Book 476, Pages 13 through 19, specifically excluding therefrom the non-exclusive 20' wide utility easement to the City of Taunton as set forth in the Grant of Utility Easement of even date recorded herewith. Subject to any and all easements, covenants, restrictions, orders or conditions, if any, of record.



City of Taunton

LAW DEPARTMENT

141 Oak Street
Taunton, Massachusetts 02780
Phone (508) 821-1036 Facsimile (508) 821-1064



26

Thomas C. Hoyer, Jr.
MAYOR

Jason D. Buffington
CITY SOLICITOR

Daniel F. de Abreu
ASST. CITY SOLICITOR

February 6, 2013

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

Dear Mayor Hoyer and Members of the Municipal Council:

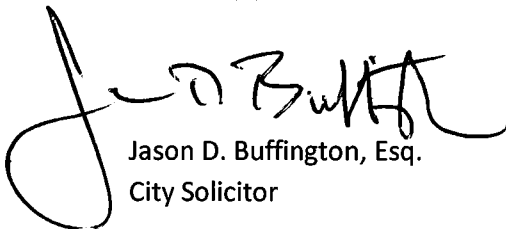
As you will recall, on February 5, 2013, I made a presentation to the Committee on Police and License and presented a written legal opinion relative to the City's ability to deny, suspend, or revoke local licenses or permits for failure to pay municipal taxes and charges. The issue was referred back to the Law Department for additional recommendations.

At this time, it is my strong recommendation that you take the following course of action:

1. Vote to accept Massachusetts General Laws, Chapter 40, Section 57
2. Enact the attached proposed ordinance, which is in proper form for a first reading.
3. Once an ordinance is passed, coordinate with the Treasurer/Collector's office, the Police Department, the Fire Department, and other city agencies so that the list called for in the ordinance can be created and maintained, and so the ordinance can otherwise be fully administered.

Thank you, as always, for allowing me to be of service to you and the citizens of Taunton.

Very truly yours,



Jason D. Buffington, Esq.
City Solicitor



CITY OF TAUNTON

In the year two thousand and thirteen

AN ORDINANCE PERTAINING TO THE DENIAL, REVOCATION, OR SUSPENSION OF LOCAL LICENSES AND PERMITS FOR FAILURE TO PAY MUNICIPAL TAXES OR CHARGES

Chapter 4
Buildings

Chapter 7
Fire Prevention
And Protection

Chapter 12
Licenses and
Miscellaneous
Business Regulations

Chapter 18
Police

Be it ordained by the Municipal Council of the City of Taunton and by authority of the same as follows:

SECTION 1. Section 4-43 of Article III of Chapter 4 of the Revised Ordinances of the City of Taunton, as amended, is hereby repealed.

SECTION 2. Subsection (2) of Section 7-48 of Article II of Chapter 7 of the Revised Ordinances of the City of Taunton, as amended, is hereby repealed.

SECTION 3. The first sentence of subsection (4) of said Section 7-48 of said Article II of said Chapter 7, as amended, is hereby further amended by striking out the words "police details" and inserting in place thereof the following words:-- fire details

SECTION 4. Article I of Chapter 12 of the Revised Ordinances of the City of Taunton, as amended, is hereby further amended by striking out the entirety of Section 12-1 and inserting in place thereof the following section:--

Section 12-1. Licenses and Permits; denial, revocation, or suspension

- (a) This ordinance is enacted pursuant to, and under the authority of, Massachusetts General Laws, Chapter 40, Section 57, the provisions of which have been accepted by the City of Taunton.

- (b) The purpose of this ordinance is to set forth a mechanism by which any licensing or permitting authority in the City of Taunton may deny any application for, or revoke or suspend a building permit or any local license or permit, including renewals and transfers, issued by any board, officer, or department of the City of Taunton for any person, corporation or business enterprise, who has neglected or refused to pay any local taxes, fees, assessments, betterments, or any other municipal charges, including amounts assessed under the provisions of G.L. c. 40, § 21D, or with respect to any activity, event, or other matter which is the subject of such license or permit and which activity, event or matter is carried out or exercised or is to be carried out or exercised on or about real estate whose owner has neglected or refused to pay any local taxes, fees, assessments, betterments or any other municipal charges.
- (c) For the purposes of this ordinance, the term "local taxes, fees, assessments, betterments or other municipal charges" shall be construed to include, without limitation, police details, fire details, proceeds from the sale of official City of Taunton waste bags, or any other sum lawfully due to the City of Taunton.
- (d) The treasurer/collector shall annually furnish to each department, board, commission or division, hereinafter referred to as the licensing authority, that issues licenses or permits including renewals and transfers, a list of any person, corporation, or business enterprise, hereinafter referred to as the party, that has neglected or refused to pay any local taxes, fees, assessments, betterments or other municipal charges for not less than a twelve month period, and that such party has not filed in good faith a pending application for an abatement of such tax or a pending petition before the appellate tax board.
- (e) The licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers of any party whose name appears on said list furnished to the licensing authority from the treasurer/collector or with respect to any activity, event or other matter which is the subject of such license or permit and which activity, event or matter is carried out or exercised or is to be carried out or exercised on or about real estate owned by any party whose name appears on said list furnished to the licensing authority from the treasurer/collector; provided, however, that written notice is given to the party and the treasurer/collector, as required by applicable provisions of law, and the party is given a hearing, to be held not earlier than fourteen days after said notice. Said list shall be prima facie evidence for denial, revocation or suspension of said license or permit to any party. The treasurer/collector shall have the right to intervene in any hearing conducted with respect to such license denial, revocation, or suspension. Any findings made by the licensing authority with respect to such license denial, revocation or suspension shall be made only for the purposes of such proceeding and shall not be relevant to or introduced in any other proceeding at law, except for any appeal from such license denial, revocation or suspension. Any license or permit denied, suspended or revoked under this section shall not be reissued or renewed until the license authority

receives a certificate issued by the treasurer/collector that the party is in good standing with respect to any and all local taxes, fees, assessments, betterments or other municipal charges as of the date of issuance of said certificate.

- (f) Any party shall be given an opportunity to enter into a payment agreement, thereby allowing the licensing authority to issue a certificate indicating said limitations to the license or permit and the validity of said license shall be conditioned upon the satisfactory compliance with said agreement. Failure to comply with said agreement shall be grounds for the suspension or revocation of said license or permit; provided, however, that the holder be given notice and a hearing as required by applicable provisions of law.
- (g) The Municipal Council may waive such denial, suspension or revocation if it finds there is no direct or indirect business interest by the property owner, its officers or stockholders, if any, or members of his immediate family, as defined in G.L. c. 268A, § 1, in the business or activity conducted in or on said property.
- (h) This ordinance shall not apply to the following licenses and permits:

<u>Type of License/Permit</u>	<u>Citation to License/Permit</u>
(1) Open burning permit	G.L. c. 48, § 13
(2) Bicycle permit	G.L. c. 85, § 11A
(3) Sales of articles for charitable purposes	G.L. c. 101, § 33
(4) Child work permits	G.L. c. 149, § 69
(5) Licenses to clubs or associations dispensing food or beverages	G.L. c. 140, § 21E
(6) Dog licenses	G.L. c. 140, § 137
(7) Licenses for fishing, hunting, trapping	G.L. c. 131, § 12
(8) Marriage licenses	G.L. c. 207, § 28
(9) Permits for theatrical events and public exhibitions	G.L. c. 140, § 181

- (i) If any provision of this section is held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

SECTION 5. Subsection (2) of Section 18-71 of Article III of Chapter 18 of the Revised Ordinances of the City of Taunton, as amended, is hereby repealed.

SECTION 6. All ordinances or parts thereof inconsistent herewith are hereby repealed. This Ordinance shall become effective immediately upon passage.

City of Taunton

Presented to the Mayor and Approved:

In Municipal Council

First Reading:

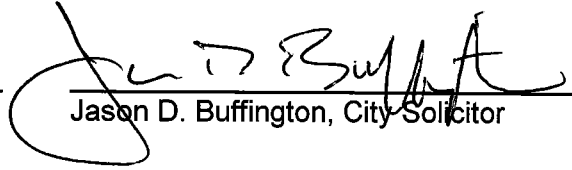
Thomas C. Hoyer, Mayor

Second Reading:

Passed to be Ordained:

Approved as to Form and Character:

Rose Marie Blackwell, City Clerk



Jason D. Buffington, City Solicitor

St. Anthony's Parish
126 School Street
Taunton, Massachusetts 02780
Tel. 508.822.0714 Fax 508.828.5844

31

January 22, 2013


Re: Romaria 2013 | 11th Annual Walking Prayer Pilgrimage – March 16, 2013

Dear Mayor Thomas Hoye, Jr. and members of the City Council:

I, Father Henry Arruda, pastor of St. Anthony's Church, along with Manuel Arruda, pilgrimage organizer, request permission to hold our eleventh annual walking prayer pilgrimage on March 16, 2013.

We plan to commence the procession at 7:00 AM at St. Anthony's Church. Please refer to the attached sheet for details regarding the proposed procession route and times.

Thank you,



Fr. Henry Arruda
Pastor, St. Anthony's Church
126 School St.
Taunton, MA 02780

508-822-0714

St. Anthony's Church | 126 School St. | Taunton, MA 02780 | 508-822-0714

Start: St. Anthony's Church
 Take School St. to St. Joseph Cemetery.
 Turn around & back up School St. To Winter St. (L)
 Cross Rt. 44
 Pass Taunton High School to Williams St. (L) To Pool St.
 To Hart St. (L) To Middleboro Ave. (L)
 To Holy Family Church in East Taunton

Depart: 7:00 AM

Arrive: 9:45 AM

Out of church parking lot (R) onto Middleboro Ave.
 To Hart St. To Plain St. (R)
 Cross bridge to Water St. (R) To First St. (L)
 To Annunciation of the Lord Church

Arrive: 11:45 AM

Continue on First St. to Couch St.
 To General Cobb St. (R) To Cohannett St. (L)
 To Brook St. (R) To Winthrop St. (R) To Vernon St. (L)
 To Wales St. (L) To Oak St. (R) To Kilmer Ave. (L)
 To St. Andrew the Apostle Church

Arrive: 1:00 PM

Continue on Kilmer Ave. to Clifford St. (R)
 To Tremont St. (R) To Danforth St. (L)
 To East Britannia St. (L)
 To Cottage St. (R) To Whittenton St. (R)
 To St. Jude the Apostle Church

Arrive: 3:30 PM

Continue on Bay St.
 To Our Lady of the Holy Rosary Church

Arrive: 5:30 PM

To Purchase St. To Washington St. (R)
 To St. Mary's Church

Arrive: 6:20 PM

Washington St. (L) to Washburn St. (R)
 To School St. (L)
 To St. Anthony's Church

Arrive: 7:00 PM

Guides: José Correia & Daniel Almas
 Master of Ceremony: João Medeiros
 Co-Master of Ceremony: José Correia
 Organizer: Manuel Arruda



BRENO'S COLLISION & SALES, INC

**408 Winthrop Street
Taunton MA 02780**

**Tel # (508) 828-1444
Fax # (508) 828-9244**

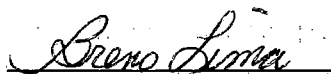
Date 01/23/2013

To Madam Chairperson, Councilors, Chief Walsh and Det Dennis Smith,

My name is Breno Lima owner of Breno's Collision & Sales, located at 408 Winthrop Street. I was in your presence on 1/22/13 Tuesday night council meeting regarding filing late on my Class II license. While sitting there observing other applicants in front of council, I started to realize the importance of doing things on time and how much time and effort is involved in this process. The Clerk of Council committees, City Clerks, Rosie Blackwell, accounting dept, Chief Walsh, Det Smith, and City Councilor Dan Barbour, Donald Cleary and Sherry Costa-Hanlon. They all had to spend unnecessary time, not including the frustration. When everyone should have been on the next order of business of focusing on important issues.

Even though I'm in good standings thanks to your understanding and kindness of renewing my Class II license, which by the way had a tremendous impact in a positive sense of course. I still feel so bad about wasting everyone's valuable time. Again, please except a 1000 apologies and thank you for doing your job.

Sincerely,



**Breno R Lima
Breno's Collision & Sales**



Massachusetts School Building Authority

Steven Grossman
Chairman, State Treasurer

John K. McCarthy
Executive Director

34

January 30, 2013

The Honorable Thomas C. Hoyer, Mayor
City of Taunton
141 Oak Street
Taunton, MA 02780

Re: City of Taunton, Harold H. Galligan Elementary School

Dear Mayor Hoyer:

I am pleased to report that the Board of the Massachusetts School Building Authority (the "MSBA") voted to approve the Proposed Accelerated Repair Project (the "Proposed Project") for the City of Taunton (the "City") to replace the roof at the Harold H. Galligan Elementary School.

The Board approved an estimated maximum Total Facilities Grant of \$524,220, which does not include any funds for potentially eligible owner's or construction contingency expenditures. In the event that the MSBA determines that any owner's and/or construction contingency expenditures are eligible for reimbursement, the maximum Total Facilities Grant for the Proposed Project may increase to \$546,763. The final grant amount will be determined by the MSBA based on a review and audit of all project costs incurred by the City, in accordance with the MSBA's regulations, policies, and guidelines and the Project Funding Agreement. The final grant amount may be an amount less than \$524,220.

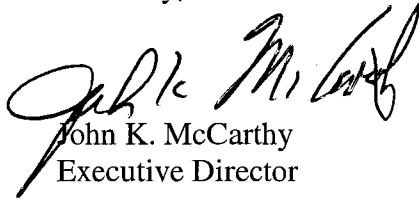
Pursuant to the terms of the MSBA's Accelerated Repair Program, the City has 90 days to acquire and certify local approval for an appropriation and all other necessary local votes or approvals showing acceptance of the cost, site, type, scope and timeline for the Proposed Project. Upon receipt of the certified votes demonstrating local approval, the MSBA and the City will execute a Project Funding Agreement which will set forth the terms and conditions pursuant to which the City will receive its grant from the MSBA. Once the Project Funding Agreement has been executed by both parties, the City will be eligible to submit requests for reimbursement for Proposed Project costs to the MSBA.

We will be contacting you soon to discuss these next steps in more detail, but in the meantime, I wanted to share with you the Board's approval of the Proposed Project for the replacement of the roof at the Harold H. Galligan Elementary School, and the Board's authorization to execute a Project Funding Agreement for this Proposed Project.

Page 2
January 30, 2013
Taunton Board Action Letter

35

Sincerely,



John K. McCarthy
Executive Director

cc: Legislative Delegation
Joseph Martin, Chair, School Committee, City of Taunton
Julie Hackett, Superintendent, Taunton Public Schools
Richard Sitnick, Owner's Project Manager, ARCADIS U.S., Inc.
Daniel Bradford, Designer, Knight, Bagge and Anderson, Inc.
File *Letters 10.2*

36.

Debra A. Botellio
49 Fremont Street
Taunton, MA 02780

February 7, 2013

Honorable Mayor Thomas J. Hoye and
Taunton City Councilors
Temporary City Hall
141 Oak Street
Taunton, MA 02780

Re: De-Anth Motors

Dear Mayor Hoye and City Councilors:

It has come to my attention that De-Anth motors owned by William Frasier and Anthony J. Roma wishes for renewal of their class II Automobile License. If sales, repairs, storage, dropping off of cars or any other activities related to a Class II Automobile License are to be conducted at 47 Fremont Street, Taunton, MA, I, as well as several of the other neighbors, have strong objections to the issuance of this license. This area is a residential neighborhood not zoned for this type of business.

If you would like to speak with me further, I can be reached at 508-824-2827.

Thank you for your time in reading this letter and your service to our city.

Sincerely,



Debra A. Botellio



CITY OF TAUNTON
MASSACHUSETTS

Office of the TREASURER/COLLECTOR

WENDY L GRAVES, CMMT, CMMC
TREASURER/COLLECTOR

15 Summer Street
Taunton, MA 02780

Telephone (508) 821-1057
FAX (508) 821-1007

February 8, 2013

Thomas C Hoye, Mayor and
Members of the Municipal Council
144 Oak St
Taunton, MA 02780

RE: Rescind Unissued Debt

Dear Mayor Hoye and Councilors:

Please consider rescinding the Authorized Unissued balances on the following Loan Orders:

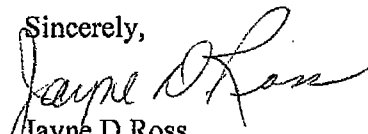
Date of Loan Order	Amt of Loan Order	Amount Issued	Balance Unissued to rescind
8/19/1997	200,000	196,662.00	3,338.00 Septic
7/28/1998	11,312,000	11,184,444.00	127,556.00 MWPAT 98-119
7/28/1998	1,100,000	1,024,958.00	75,042.00 MWPAT
6/28/2001	3,560,000	3,483,740.00	76,260.00 MWPAT CW-01-26
7/26/2004	1,279,000	1,278,478.00	522.00 MWPAT CW-04-21
1/7/2005	50,000	46,830.00	3,170.00 MWPAT DW-01-24A
9/10/2007	450,000	449,098.00	902.00 MWPAT DW-06-11
6/19/2006	4,650,000	4,649,857.00	143.00 MWPAT CW-06-06
2/23/2009	330,000	283,870.00	46,130.00 MWPAT CW-01-26C
11/28/2011	8,331,000	.00	8,331,000.00 Duplicate of 5/14/2009

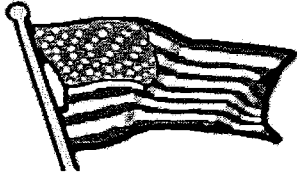
The rescinding of these unissued amounts will free up debt limit capacity and clean up our debt statements. These projects are all complete and we cannot access the unused portion of the funds for other projects. The accounts are closed at MWPAT.

If you have any questions regarding this matter, I would be very happy to address them with you.

A two-thirds vote of the Council would be required to rescind these balances.

Sincerely,


Jayne D Ross
Acting Treasurer/Collector



RECEIVED
CITY CLERK'S OFFICE

2013 FEB -8 A 9 53

TAUNTON, MA

CITY CLERK

FEBRUARY 12, 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, FEBRUARY 12, 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 PM.

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 WITH THE BUDGET DIRECTOR, ACTING TREASURER/COLLECTOR, CITY AUDITOR AND REPRESENTATIVES OF KPMG TO DISCUSS THE 2011 AUDIT.
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 OF THE COUNCIL AS A WHOLE

1. MEET WITH THE CITY SOLICITOR TO REVIEW HIS RECOMMENDATIONS AND DRAFT ORDINANCE CONCERNING THE DENIAL, REVOCATION OR SUSPENSION OF LOCAL LICENSES AND PERMITS FOR FAILURE TO PAY MUNICIPAL TAXES OR CHARGES
2. MEET TO REVIEW MATTERS IN FILE

RESPECTFULLY,

COLLEEN M. ELLIS
CLERK OF COUNCIL COMMITTEES