



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

RECEIVED
CITY CLERK'S OFFICE

MAY 29 10:31

~
JUNE 2, 2015 – 7:00 PM

TAUNTON, MA

CITY CLERK

INVOCATION
ROLL CALL
RECORDS

HEARING:

On the petition submitted by Elizabeth Thompson, Esq., Duval & Klasnick, LLC, 210 Broadway, Suite 204, Lynnfield, MA on behalf of her clients, Varsity Wireless, LLC and Bell Atlantic Mobile of Massachusetts Corporation, Ltd. DBA Verizon Wireless (“Verizon Wireless”) to allow:

A 145 foot tall monopole Wireless Communications Facility (Cell Tower) within a 60’ x 52’ compound area at 201 Alfred Lord Boulevard located in the Rural Residential District.

- Com. from Conservation Agent
- Com. from Craig Foley, Distribution Manager, TMLP
- Com. from Assistant Executive Director, Board of Health
- Com. from Anicet Teves, Sanitary Sewer Collections System Supervisor, Veolia Water
- Com. from Chairman, DIRB
- Com. from Chairman, Taunton Planning Board
- Com. from Chairman, Taunton Planning Board
- Petition submitted by 163 residents
- Com. from Stanley Johnson, 235 Alfred Lord Blvd., Taunton

COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

COMMUNICATIONS FROM CITY OFFICERS

Pg. 1-8 Com. from City Solicitor – Submitting Host Community Agreement with Massmedicum, Corp.

Pg. 9 Com. from Director Agent, Veterans Services – Requesting funding

Pg. 10 Com. from Human Resources Director – Requesting funding

COMMUNICATIONS FROM CITIZENS

Pg. 11 Com. from Manuel Garcia, President, Latin Pass, Inc. – Spanish speaking Officer

PETITIONS

Old Gold License

Petition submitted by Ali Abouzeid, 73 Cavalier Ave., Taunton requesting a **RENEWAL** of his Old Gold License for Hannoush Jewelers, Inc. located at 2 Galleria Mall Drive, Taunton.

Temporary Fixed Vendor License

Petition submitted by Sharon Evanichko, Controller, Norwell Manufacturing Co., Inc. located at 82 Stevens St., E. Taunton requesting a **NEW** Temporary Fixed Vendor License to sell lighting fixtures and miscellaneous items on June 12 and 13, 2015 at 82 Stevens Street, East Taunton.

Claim

Claim submitted by Ann Harris, 284A Washington St., Taunton seeking reimbursement for damages to her automobile from hitting a bump in the road at 40 Vernon St., Taunton.

Claim submitted by Mackenzie Delekta, 12 Chandler Ave. #27, Taunton seeking reimbursement for damages to her automobile from hitting multiple potholes near Chandler Tower Apartments on Chandler Ave., Taunton.

Claim submitted by Brian Carraggi, 369 Dighton Ave., Taunton seeking reimbursement for damages to his mailbox from a snow plow truck hitting it during one of the winter storms.

Claim submitted by Denis Tetrault, Proprietor, Fall River Pawn Brokers, 48 Taunton Green seeking reimbursement for damages to his front store window due to major road repairs.

COMMITTEE REPORTS

UNFINISHED BUSINESS

ORDERS, ORDINANCES AND RESOLUTIONS

NEW BUSINESS

Respectfully submitted,



**Rose Marie Blackwell
City Clerk**

HEARING

REC'D

3-24-15



City of Taunton, Massachusetts
**CONSERVATION
COMMISSION**

*15 Summer Street
Annex Building
Taunton, Massachusetts 02780*

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

Conservation Commissioners

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

March 24, 2015

Robert Campbell, Chair
Members of Taunton Planning Board
15 Summer Street
Taunton, MA 02780

RE: Special Permit – 201 Alfred Lord Boulevard, Cell Tower

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

This falls within 100 feet of bordering vegetated wetlands (BVWs) that were delineated on the property. The Taunton Conservation Commission reviewed the delineation and issued an Order of Resource Area Delineation on November 20, 2014.

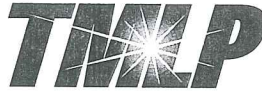
The Applicant has filed a Notice of Intent for this project and will be on the April 13, 2015 Agenda.

If you have any questions, please call me or email me at mrestino@taunton-ma.gov.

Sincerely,


Michele Restino
Conservation Agent

HEARING



Serving a Public Power Community

rec'd.

3-27-15

March 25, 2015

Ms. Denise J. Paiva, Clerk
Taunton Planning Board
City Hall
15 Summer Street
Taunton, MA 02780

Dear Ms. Paiva:

We have received your Referral Form regarding:

“201 Alfred Lord Boulevard” (Cell Tower)

TMLP has no comments on this proposed work, as it does not appear to impact the electrical facilities.

Very truly yours,

MUNICIPAL LIGHT COMMISSION
OF THE CITY OF TAUNTON


CRAIG FOLEY
Distribution Manager

CF:mif



HEARING
City of Taunton
Board of Health
45 School Street
Massachusetts 02780-3212

BOARD MEMBERS
DR. BRUCE E. BODNER
DR. C. NASON BURDEN
DR. JOSEPH F. NATES

HEATHER L. GALLANT, MPH, RS, CHO
EXECUTIVE DIRECTOR

ADAM S. VICKSTROM
ASSISTANT EXECUTIVE DIRECTOR

rec'd
4-7-15

April 6, 2015

TO: Planning Board

FROM: Adam S. Vickstrom
Assistant Executive Director
Board of Health

RE: Special Permit – 201 Alfred Lord Blvd., Cell Tower

The Board of Health has reviewed the following

Special Permit – 201 Alfred Lord Blvd., Cell Tower

If approved, a City of Taunton Board of Health, Hazardous Materials Permit would need to be obtained. The proposed plans indicate the use of a 500 gallon propane tank.

HEARING

rec'd
4-6-15



April 6, 2015

Fred Cornaglia
City of Taunton
Department of Public Works Commissioner
90 Ingell Street
Taunton, MA 02780

Re: 201 Alfred Lord Blvd. - Proposed Cell Tower.

Fred:

I have no issues with the proposed plans for a cell tower at 201 Alfred Lord Blvd.
It will have no impact on Taunton Sanitary Sewer System.

Sincerely,
Anicet Teves,
Sanitary Sewer Collections System Supervisor

Cc: Tony Abreau, Assistant DPW Commissioner
Kevin Scanlon, City Planner

HEARING



City of Taunton, Massachusetts DEVELOPMENT IMPACT REVIEW BOARD

15 Summer Street
Taunton, Massachusetts 02780

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

April 7, 2015

Robert P Campbell, Chair
Taunton Planning Board
15 Summer Street
Taunton, Ma 02780

RE: 201 Alfred lord Boulevard – Site Plan review

Dear Chairman ^{campbell}~~Dennedy~~ and Board Members,

On April 7, 2015, the Development Impact Review Board met to review the application of Varsity Wireless for a 145 foot wireless Communication Facility at 201 Alfred Lord Blvd which requires a Site Plan Review from the Planning Board. In considering the petition, the DIRB familiarized itself with the premises and examined the location, layout and other characteristics. After reviewing the petition, plans and testimony, the DIRB finds that the petition was formally sufficient and submitted and reviewed in accordance with the procedures set forth in the Zoning Ordinance and that proper notice was given. **The DIRB hereby recommends that any approval of this petition by the Planning Board contain the following conditions;**

Condition #1) That the plans dated July 1, 2014 and revised through March 9, 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) Lighting shall not illuminate any portion of abutting properties

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

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) A Hazardous Materials permit from the Board of Health is required

Condition #7) Compliance with ZBA Case #3261 is required

Condition #8) Compliance with the Order of Conditions from the Conservation Commission or superseding authority for case #2609 is required

Condition #9) The parcels shall be combined prior to any building permits

Condition #10) the drainage plan shall be approved by the City engineer prior to building permit

Condition #11) the facility shall be approved for up to 5 carriers

Condition #12) the tower shall be grey in color and non-illuminated

Sincerely,



Kevin R. Scanlon,
DIRB Chair AICP

HEARING



TAUNTON PLANNING BOARD

City Hall
15 Summer Street
Taunton, Massachusetts 02780

Denise J. Paiva, Secretary

Phone 508-821-1051

Fax 508-821-1665

May 8, 2015

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

C/O Rosemarie Blackwell, City Clerk

RE: SPECIAL PERMIT – 201 ALFRED LORD BOULEVARD – WIRELESS COMMUNICATION FACILITY

Dear Mayor Hoye and Members of the Municipal Council:

Please be advised that on May 7, 2015 the Taunton Planning Board reviewed the Special Permit for the proposed 145 wireless communication facility at 201 Alfred Lord Boulevard submitted by Varsity Wireless, property owned by George Hudson.

The Planning Board voted to send a POSITIVE recommendation to the Municipal Council for this proposal. (See attached department comments).

Very truly yours,

Robert P. Campbell, Chairman
TAUNTON PLANNING BOARD

RPC djp

HEARING



Denise J. Paiva, Secretary

TAUNTON PLANNING BOARD

City Hall

15 Summer Street

Taunton, Massachusetts 02780

Phone 508-821-1051

Fax: 508-821-1665

MAY 8, 2015

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

Petitioner:

**Varsity Wireless LLC
C/O Elizabeth Thompson
210 Broadway, Ste 204
Lynnfield, Ma. 01940**

Owner:

**George Hudson
5 Chapel St.
Taunton, Ma. 02780**

FOR: 201 Alfred Lord Boulevard - Wireless Communication Facility

On or about March 17, 2015 the petitioner filed with the City of Taunton Planning Board a petition for a Site Plan Review for a 145 foot monopole wireless communication facility within a 60' x 52' fenced compound area at 201 Alfred Lord Boulevard, Taunton, Ma. As required by the Zoning Ordinance, copies of the petition and plans submitted therewith were submitted to the applicable City Boards and Departments. On May 7, 2015 a public meeting was held by the Taunton Planning Board, after proper notice as required by Massachusetts General Laws Chapter 40A, Section 11 and the City's Zoning Ordinance. In considering the petition, the Planning Board familiarized itself with the premises and examined the location, layout and other characteristics. After reviewing the petition, plans and testimony, the Planning Board finds that the petition was formally sufficient and submitted and reviewed in accordance with the procedures set forth in the Zoning Ordinance and that proper notice was given by the Taunton Planning Board, having made motion to Grant the Site Plan Review, based on the submitted plans and accompanying materials and above mentioned reasons and the Taunton Planning Board, having voted in favor of said motion, hereby Grants the petition for a Site Plan Review with the following conditions:

Condition #1) That the plans dated July 1, 2014 and revised through March 9, 2015 shall govern with 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) Lighting shall not illuminate on any portions of abutting properties.

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

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

Condition # 6) A Hazardous Materials Permit from the Board of Health is required.

Condition #7) Compliance with ZBA Case # 3261 is required.

Condition #8) Compliance with the Order of Conditions from the Conservation Commission or superseding authority for Case # 2609 is required.

Condition #9) The parcels shall be combined prior to any building permits.

Condition #10) The drainage plan shall be approved by the City Engineer prior to building permit.

Condition #11) The facility shall approved for up to 5 carriers.

Conditions #12) The tower shall be grey in color and non-illuminated.

Condition #13) Remove plus & minus (+ -) signs on the plans.

Sincerely,



Robert P. Campbell, Chairman
Taunton Planning Bd.

RPC/djp

CC: Building Commissioner
DPW Commissioner
Police Dept.
Fire Dept.

City Engineer
Water Dept.
Conservation Commission
Board of Health

HEARING

Petition Against Varsity Wireless Cell Tower

We, the undersigned, being residents of the City of Taunton, wish to express to the City Council our support for this petition against the construction of the Varsity Wireless Cell tower at 201 Alfred Lord Blvd. We strongly believe that the existence of a cell tower in this location, being primarily residential, will not only severely impact our property value but also be detrimental to our health.

We are completely against the proposed Cell tower, and would only see it fit that the City Council seriously considers the negative aspects of its construction.

Name	Address
<i>[Signature]</i>	Worcester St
Alex Schubert	47 Wayland Ave
<i>[Signature]</i>	92 Alfred Lord Blvd
<i>[Signature]</i>	92 Alfred Lord Blvd
Michael Nepini	126 Alfred Lord Blvd
Claudette King	17 WAYLAND AVE
Don Labrecque	16 WAYLAND AVE
Sean Pannacher	22 Wayland Ave
Garrett Springbett	12 1/2 Worcester St.
Lorraine Rose	19 1/2 Worcester St.
Anna Condon	16 Worcester St.
<i>[Signature]</i>	20 Worcester St.
Bobbie J Lewis	20 Worcester St.
Louise Bredion	20 Worcester St.
<i>[Signature]</i>	29R Worcester St.
<i>[Signature]</i>	70 Solitude Dr.
Juice Dupman	35 Solitude Dr.

(163 signatures)

Petition Against Varsity Wireless Cell Tower

We, the undersigned, being residents of the City of Taunton, wish to express to the City Council our support for this petition against the construction of the Varsity Wireless Cell tower at 201 Alfred Lord Blvd. We strongly believe that the existence of a cell tower in this location, being primarily residential, will not only severely impact our property value but also be detrimental to our health.

We are completely against the proposed Cell tower, and would only see it fit that the City Council seriously considers the negative aspects of its construction.

Name	Address
Daniel Pacheco	27 Worcester
Pauline C. Borges	3 1/2 Worcester St.
Seth B. Borges	3 1/2 Worcester St.
Muh Ayub	84 WORCESTER ST
Judy Goyette	8 Worcester St
Peter Cole	9 Worcester St.
ALBERT ECCOBA	11 Worcester st
DOLLY GRACIA	21 SHORT ST T
Candace A. Logan	4 1/2 Worcester St
George R. Palmer	347 Tremont St
John Cabral	145 SHAGBARIK RD.
Paul Whiffen	79 SHORT ST.
Robert Ruiz	1 Worcester st.
Sena Ruiz	1 Worcester st
Anne S. Melo	365 Tremont St.
Roy Goyette	3 Worcester St.
Stella Sylvestre	4 Worcester St.

Petition Against Varsity Wireless Cell Tower

We, the undersigned, being residents of the City of Taunton, wish to express to the City Council our support for this petition against the construction of the Varsity Wireless Cell tower at 201 Alfred Lord Blvd. We strongly believe that the existence of a cell tower in this location, being primarily residential, will not only severely impact our property value but also be detrimental to our health.

We are completely against the proposed Cell tower, and would only see it fit that the City Council seriously considers the negative aspects of its construction.

Name	Address
Mark E Lopes	28 Worcester St.
Maria F. Lopes	28 Worcester St.
Michelle Featado	35 Solitude Dr
Victor Featado	35 Solitude Dr
Cheryl Dias	65 Solitude Dr
Theodore Benjamin	65 Solitude Dr
HANK MESSICK	1012 WORCESTER ST
William Wetherell	Billy W 1975 @ Hot mail.com 111 Worcester St
Dean Rodrigues	30 Mill Ln
Christiane Rodrigues	30 Mill Lane
E J Gagnon	141 Albany Ave 2B 11
Shi	155 Alfred Lord Blvd
Stanley Oshun	235 ALFRED LORD BLVD.
MOHAMAD HAMIZ	239 ALFRED LORD BLVD.
MOHAMAD HAMIZ	240 ALFRED LORD BLVD.
Margaret Bates	25 Worcester St
James White	29 Worcester St.

Petition Against Varsity Wireless Cell Tower

We, the undersigned, being residents of the City of Taunton, wish to express to the City Council our support for this petition against the construction of the Varsity Wireless Cell tower at 201 Alfred Lord Blvd. We strongly believe that the existence of a cell tower in this location, being primarily residential, will not only severely impact our property value but also be detrimental to our health.

We are completely against the proposed Cell tower, and would only see it fit that the City Council seriously considers the negative aspects of its construction.

Name	Address
<u>MARCIO DEANDRADE</u>	<u>223 ALFRED LORD BLVD, TAUNTON MA 02780</u>
<u>Andrew C. Doherty</u>	<u>121 Solitude Drive: Taunton Ma.</u>
<u>MARK BIANCHI</u>	<u>64 White Pine DR. TAUNTON MA</u>
<u>ROBERT DZIEKIEWICZ</u>	<u>300 FERNCREST DR TAUNTON</u>
<u>Jennifer Fountain</u>	<u>39 Pinecrest dr. Taunton MA</u>
<u>Claude A Fountain</u>	<u>39 Pinecrest Dr Taunton MA</u>
<u>Joseph Flaherty</u>	<u>35 Pinecrest Drive Taunton.</u>
<u>T. Selfridge</u>	<u>31 Pinecrest Dr. Taunton MA 02780</u>
<u>Suzanne Flaherty</u>	<u>27 Pinecrest Dr Taunton 02780</u>
<u>Richard W. Rodier</u>	<u>28 Pinecrest DR 02780</u>
<u>Carol Turner</u>	<u>19 Pinecrest Dr. Taunton 02780</u>
<u>Alonso Prave</u>	<u>491 TREMONT ST., TAUNTON 02780</u>
<u>Nail Caldeira</u>	<u>39 White Pine Dr. Taunton 02780</u>
<u>Patricia Colby</u>	<u>121 Solitude Dr - Taunton MA 02780</u>
<u>Jeff Pabun</u>	<u>78 Norton Ave Taunton MA 02780</u>
<u>Miguel Lopes</u>	<u>121. Solitude Dr. Taunton MA 02780</u>
<u>Drew Edwards</u>	<u>317 Tremont St</u>

Petition Against Varsity Wireless Cell Tower

We, the undersigned, being residents of the City of Taunton, wish to express to the City Council our support for this petition against the construction of the Varsity Wireless Cell tower at 201 Alfred Lord Blvd. We strongly believe that the existence of a cell tower in this location, being primarily residential, will not only severely impact our property value but also be detrimental to our health.

We are completely against the proposed Cell tower, and would only see it fit that the City Council seriously considers the negative aspects of its construction.

Name	Address
Ronald Nelson	331 Shagbark Rd
James O'Keefe	370 SHAGBARK RD
Susan Robak	350 Shag Bark Rd
Lizbeth Crawford	345 ShagBark Rd
Eucci Allard	9 Indian Trail
Suzan and William Allard	9 Indian Trail
Janice Howe	17 Warrior Rd.
Ludgy Resendes	24 Warrior Rd
Linda Salmo	82 Indian trail
Lydia Resendes	82 Indian Trail
Ramona Anagnost	10 Warrior Rd.
Suzanne McLean	94 Indian Trail
Lydia Resendes	82 Indian trail
Linda Salmo	82 Indian Trail
Liddy Pego	3200 Bowditch from Drive
Jonathan McLean	94 Indian Trail
Lois Mink	30 Feather Run
Mary Bernades	30 Feather Run.

Petition Against Varsity Wireless Cell Tower

We, the undersigned, being residents of the City of Taunton, wish to express to the City Council our support for this petition against the construction of the Varsity Wireless Cell tower at 201 Alfred Lord Blvd. We strongly believe that the existence of a cell tower in this location, being primarily residential, will not only severely impact our property value but also be detrimental to our health.

We are completely against the proposed Cell tower, and would only see it fit that the City Council seriously considers the negative aspects of its construction.

Name	Address
Ann May	30 Rankin Rd Taunton
Constance May	30 Rankin Rd Taunton
Mary Ann	3 Alpine Ave. Taunton
Jay Duval	44 White pine Drive
Cheryl	34 White Pine Dr.
Timothy Brown	24 White Pine Dr.
Darlene Bettecourt	PO BOX 534 Raynham Center 02768
JOAO G. NETO	49 White Pine Dr Taunton
Brewster Binito	71 White pine Dr. Taunton
Melissa Mancini	71 White Pine Dr. Taunton
Jennifer Foley	20 White Pine Dr. Taunton
Susan Lambert	10 150 Shagbark Rd Taunton
Raymond Kusuman	240 Shagbark Road Taunton
Ashly Brown	284 Shagbark Rd
Greg De Cristoforo	310 Shagbark Rd
Mary Sullivan	325 Shagbark rd
Celia Savoie	330 Shagbark

Meeting 2nd
June @ 9pm
Maxien
School
OAK
ST
Taunton

Petition Against Varsity Wireless Cell Tower

We, the undersigned, being residents of the City of Taunton, wish to express to the City Council our support for this petition against the construction of the Varsity Wireless Cell tower at 201 Alfred Lord Blvd. We strongly believe that the existence of a cell tower in this location, being primarily residential, will not only severely impact our property value but also be detrimental to our health.

We are completely against the proposed Cell tower, and would only see it fit that the City Council seriously considers the negative aspects of its construction.

Name	Address
Nell Daniels	10 Rankin Road
Edward M. Replinski	24 JEFFERSON ST.
[Signature]	24 Jefferson St
Mesakany Brooke Corley	249 Myricks St 142A INDIAN MEADOW DR.
Jois DeLancey	1104 Glee St. Taunton
Mary Beth Peat	49 Mary Row Ct
Dawn Davis	155 Norton Ave.
Myra White	155 Norton Ave
[Signature]	7 Lori Ln
Justin A. Day	11 Lori Ln
Corey Pinneen	96 Lori Ln
Maureen Roberto	15 Lori Ln
Lorraine Smith	103 Lori Ln.
Janet Harrigan	94 Joanne Dr., Taunton
[Signature]	116 Joanne Dr.
Lee H. Martin	137 JOANNE DR.

Brad, Sr.
→

Petition Against Varsity Wireless Cell Tower

We, the undersigned, being residents of the City of Taunton, wish to express to the City Council our support for this petition against the construction of the Varsity Wireless Cell tower at 201 Alfred Lord Blvd. We strongly believe that the existence of a cell tower in this location, being primarily residential, will not only severely impact our property value but also be detrimental to our health.

We are completely against the proposed Cell tower, and would only see it fit that the City Council seriously considers the negative aspects of its construction.

Name

Address

Robbin Farretta

70 Joanne Dr Taunton

Bob Farretta

70 Joanne Dr Taunton

Alexis White

5 EASTBRIDGE Rd Taunton

Stephen A. Perry

30 Carmick Dr. Taunton

Ed [unclear]

50 Council Dr. TAUNTON

Kosemere Burrell

19 Tremont Ave Taunton

Gilbert Mahady

7 Wilde Ave Taunton

B. Slaney

10 Wilde Ave

J. Keach

43 Tremont Avenue

Jennifer Gibbs

1185 Norton Ave

Kouanne Gibbs

1185 NORTON Ave. Taunton

William Wetherell Jr

111 Worcester St Taunton

Jen Perry

111 Worcester St Taunton

Carmen Puma

111 Worcester St Taunton

Eri Mump

111 Worcester St. Taunton

Edward [unclear]

115 Worcester St.

Barbara [unclear]

June 2nd
7:00pm

Petition Against Varsity Wireless Cell Tower

We, the undersigned, being residents of the City of Taunton, wish to express to the City Council our support for this petition against the construction of the Varsity Wireless Cell tower at 201 Alfred Lord Blvd. We strongly believe that the existence of a cell tower in this location, being primarily residential, will not only severely impact our property value but also be detrimental to our health.

We are completely against the proposed Cell tower, and would only see it fit that the City Council seriously considers the negative aspects of its construction.

Name	Address
Hila Anaral	41 Rankin Rd Taunton Mass
Joseph Aman	41 Rankin Rd Taunton
Chace Adams	Taunton Mass
Mr. Mrs. Jerimas Cecilia Lopez	113 Fisher St Taunton Mass
Steph May	30 Rankin Rd Taunton
Elizabeth Indurca	461 Kingman St E Taunton
Peter T. Dege	50 Rankin St Taunton
Carol A. Sugar	50 Rankin Rd Taunton MA
Bruce D. Wilson	71 Rankin Rd Taunton
Patty Row	71 Rankin Rd Taunton
Lee Perry	66 Rankin Rd Taunton MA
Sonaine Perry	66 Rankin Rd Taunton MA
Lenor Crow	285 Powderhorn Dr Taunton MA
Phil Ledy	31 Rankin Rd Taunton MA
Melissa Gabral	145 Shagbark Rd Taunton MA
Chad Randall	114 WHITE PINE DR
Shirley Randall	114 White Pine Dr.

Petition Against Varsity Wireless Cell Tower

We, the undersigned, being residents of the City of Taunton, wish to express to the City Council our support for this petition against the construction of the Varsity Wireless Cell tower at 201 Alfred Lord Blvd. We strongly believe that the existence of a cell tower in this location, being primarily residential, will not only severely impact our property value but also be detrimental to our health.

We are completely against the proposed Cell tower, and would only see it fit that the City Council seriously considers the negative aspects of its construction.

Name

Address

~~William J. Harrigan II~~

~~120 Solitude Dr. Taunton MA~~

~~Charles D. [unclear]~~

~~221 Solitude Dr. Taunton~~

James E. Bolen

39 Worcester St Taunton

Alvin M. [unclear]

36 Worcester St. taunton

James J. McKinnon

362 Tremont St TAUNTON

Gail McKinnon

362 Tremont St. Taunton

David Felix

95 Joanne Drive, Taunton

Rick Knowles

165 Tremont St. Taunton

Joe J. [unclear]

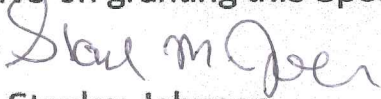
1 George Dr.

HEARING

5-29-15

To the Taunton City Council,

Please find enclosed article on the subject of a cell tower on people with pacemakers. I do have a pacemaker/defibrillator and cannot find any information as to an actual study. But, as the article questions, if I can't have my cell phone in my shirt pocket then how will a cell tower in the back of my abutting property affect me? This health concern is real and because there is a reasonable doubt I respectfully urge all members to vote NO on granting this Special Permit.



Stanley Johnson

235 Alfred Lord Blvd.

Taunton MA

508-823-9415

RECEIVED
CITY CLERK'S OFFICE

2015 MAY 29 1 A 9:22

TAUNTON, MA

CITY CLERK

NO CELL TOWER HERE

RESIDENTS IN LUTHERVILLE-TIMONIUM OPPOSE A CELL PHONE TOWER ON RIDGELY RD!

08.14.13

by nocelltowerhere

CELL TOWER IMPACT ON HEART HEALTH

One of our longtime neighbors who lives with a pacemaker in close proximity to the Dulaney Swim Club has brought to our attention a startling concern for heart health.

Guidelines for People with Pacemakers, a patient manual published by pacemaker manufacturer Medtronic, states:

"mobile phones may cause electrical interference with your pacemaker when the phone is turned on and held too close to your pacemaker."



If it is inadvisable for persons with pacemakers to keep a cell phone in their shirt pocket, imagine the effect of a 100 ft cell tower. Furthermore, according to Cardiologist Dr. Stephen Sinatra, people who have undiagnosed heart conditions may be particularly vulnerable to radio frequency radiation. Keep in mind:

- **Heart disease continues to be the leading cause of death** for men and women in the U.S.
- **Walls do not block electromagnetic fields.** EMF from a cell tower can enter homes and offices in the nearby professional building.
- **Residents who live near cell towers can't "turn off" their 24/7 exposure to cell tower radiation.**

Do any of your family members, pool guests, neighbors, commercial renters or customers have heart conditions? It is up to us to take a stand for their health and oppose the cell tower. Click [HERE](#) to learn what you can do.

RECEIVE NEW POSTS BY EMAIL!

Enter your email address to follow this blog and receive notifications of new posts by email.

Follow

SPREAD THE WORD!



No Cell Phone Tower Here

[Like](#) 52

RECENT POSTS

Vote! Monday, November 18th at 7pm
Havenwood Church

DSC Board Elections
in November

DSC Board Officially
Announces Vote to Decline Cell
Tower Proposal

There will ACTUALLY be No
Cell Tower Here!!!!

No Plans Whatsoever for
Cell Tower at Pot Spring Center

Board Leadership Continues
to Argue for Verizon Cell Tower
Lease Despite Clear and Strong
Pool Member Opposition

Pool Members: DSC
meeting tonight (Tue Aug
20) 6:30pm!

HOST COMMUNITY AGREEMENT

This Host Community Agreement ("Agreement") is made and entered into this _____ day of _____, 2015, by and between the City of Taunton, a Massachusetts municipal corporation with its principal office at 15 Summer Street, Taunton, MA 02780 ("City"), and Massmedicum, Corp., a Massachusetts corporation, organized under the provisions of G.L. c. 180, with its principal office currently located at 14 Rollins Road, South Easton, MA 02375 ("Facility"), (collectively the "Parties"), and their respective successors and assigns.

WHEREAS, Chapter 369 of the Acts of 2012 and the regulations promulgated thereunder (as the same may be from time to time amended), together with any and all other applicable laws and regulations of the Commonwealth of Massachusetts, establish and provide for the cultivation and dispensation of medical marijuana in the Commonwealth consistent with the terms and requirements set forth therein; and

WHEREAS, Facility is an applicant for a license to operate a Registered Marijuana Dispensary to be located on Revolutionary Drive, Taunton, Massachusetts ("the Premises"); and

WHEREAS, the Facility seeks the approval and cooperation of the City in its application; and

WHEREAS, the Facility is expected to serve the medical needs of patients in the Commonwealth through the dispensing of medical marijuana, and the Facility is expected to provide economic benefits to the City and surrounding area through its business and community involvement and the employment of local residents; and

WHEREAS, the Parties desire to address the potential impacts that may result from the development and operation of the Facility at the Premises, and facilitate the positive economic benefits to be derived from the Facility; and

WHEREAS, in furtherance of those goals, and in the spirit of good faith and cooperation, the Parties have agreed to enter into this Agreement and thereby set forth their mutual understandings in effectuating the purposes set forth above.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be bound hereby, agree as follows:

1. Impacts and Benefits of the Project: The parties acknowledge that notwithstanding the medical, patient and community well-being and economic benefits of having the Facility located in the City, the Facility will impact City resources in ways, including, but not limited to:
 - a. Services required of the City's Department of Public Works;
 - b. General law enforcement responsibilities of the City's Police Department;

- c. City fire protection services;
- d. City water service;
- e. Municipal sewer service;
- f. City inspection and permitting services;
- g. The level of aid and grant funding to be received by the City; and
- h. Additional unforeseen impacts upon the City.

2. Annual Community Impact Fee. The Parties agree that, if and only if, Facility is approved by the Department of Public Health to dispense marijuana in the City of Taunton, then, during any of its conduct of operations within the City, Facility shall undertake the following responsibilities in order to mitigate its impact upon and use of said City services:

- a. Payment of sixty-five thousand dollars (\$65,000.00) to the City not less than thirty (30) days prior to the anticipated opening of the dispensary; provided, however, that said payment must actually have been made prior to the opening of the dispensary to members of the public; provided further, that said sixty-five thousand dollar payment shall be credited toward the Facility's Minimum Total Community Impact Fee (as defined in paragraph 2(b)(iii), below) in the first year the Facility is required to pay a Community Impact Fee under the terms of this Agreement; and
- b. Beginning thirty (30) days after the Facility's commencement of operations at the Premises, Facility shall pay an annual Community Impact Fee to the City as hereinafter set forth:
 - i. Facility shall pay two and one-half percent (2.5%) of the first four million dollars (\$4,000,000.00) of its annual total gross sales revenue derived from the Facility; and
 - ii. Facility shall pay three and three-fourths percent (3.75%) of that portion of its annual total gross sales revenue in excess of four million dollars (\$4,000,000.00); and
 - iii. Notwithstanding the provisions of sub-paragraphs (i) and (ii) immediately above, the total annual Community Impact Fee shall never be less than one hundred thirty thousand dollars (\$130,000.00) per year (the "Minimum Total Community Impact Fee"); and
 - iv. Commencing in year four and continuing each year thereafter, the Minimum Total Community Impact Fee shall increase by two and one-half percent (2.5%) per annum. (As examples, in year four, the Minimum Total Community Impact Fee shall be not less than one hundred thirty-

three thousand two hundred fifty dollars (\$133,250.00), and in year five the Minimum Total Community Impact Fee shall be not less than one hundred thirty-six thousand five hundred eighty-one and 25/100 dollars (\$136,581.25)).

- v. The Community Impact Fee and the Minimum Total Community Impact Fee shall continue for so long as Facility (or its successors, assigns, or any parent, subsidiary or related entity) owns, controls or operates any marijuana establishment at the Premises.
- vi. Such payments shall be paid to the City in four equal quarterly amounts pro-rated for the first calendar year of operation in recognition that the City has a July 1 - June 30 fiscal year. Such quarterly payments shall be made within thirty (30) days of the end of each quarter. Quarters shall be deemed to end on March 31st, June 30th, September 30th, and December 31st of each year. For the purposes of this Agreement, Facility shall be deemed to have commenced operations upon the date that the Facility at the Premises is open for business to the general public.

- c. Facility shall provide adequate security cameras for the area outside the boundaries of the Facility which monitor from the Facility to points on Revolutionary Drive;
- d. Payment of any and all local, state, and federal taxes, as required by applicable law, as now existing, or as hereafter may from time to time be enacted, repealed, or modified.
- e. Nothing contained in this Host Community Agreement shall in any way be construed to affect any and all other local or municipal fees, taxes, and obligations required to be paid by the Facility. It is intended that the Community Impact Fee shall be in addition to any and all other such obligations of the Facility.

3. Community Impact Fee Compensatory Of All Impacts. The Parties agree that the Community Impact Fee agreed to in Paragraph 2 is compensatory to the City of all impacts of the Facility's operations in the City, including all reasonable and direct costs (including but not limited to planning and peer review costs) of determining the impacts of the project and negotiating this Agreement and any related agreements, as well as other reasonable and direct costs incurred by the City in connection herewith.

4. General Provisions.

a. City's Cooperation

The City Taunton agrees to cooperate in good faith with Facility to provide reasonable documentation of support of Facility's application to dispense Medical Marijuana in the City of Taunton. Good faith cooperation may include, but is not limited to, writing letters of support for Facility's business plan and intent to dispense medical marijuana in the City of Taunton.

b. Dispute Resolution

The parties agree to engage in good faith efforts to resolve disputes in a timely, cost-effective manner. The parties agree to mediate all disputes before bringing any action in a court of law.

c. Compliance with the Law

This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable then the remainder of this Agreement shall nevertheless remain in full force and effect.

d. Entire Understanding

This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

e. Conflicts

If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

f. Modification or Amendment

No amendment, change or modification of this Agreement shall be valid unless agreed to in writing by the parties.

g. Termination of Agreement

This Agreement shall terminate in the event Facility is not ultimately granted any and all zoning relief necessary for Facility to operate at the Premises or in the event Facility is not granted a license by the Department of Public Health to operate a Registered Marijuana Dispensary at the Premises. This Agreement shall be suspended during any period of time that Facility is unable to operate at the Premises because the Department of Public Health, of its own initiative, has suspended or revoked Facility's license.

h. Medical Marijuana Disclosure

The parties acknowledge and agree that Massmedicum Corp.'s participation in providing medical marijuana services is strictly limited to the confines of the laws of the Commonwealth of Massachusetts and understand that all activities related to medical marijuana are currently illegal under the laws of the United States of America.

- 5. Local Hiring and Purchasing Preference. Subject to any requirements under or inconsistencies with any applicable state or federal law, Facility shall work in good faith with the City to: (a) employ (or cause its contractors to employ) residents of the City during the construction and operation of the proposed facility, provided that such residents are qualified for employment and satisfy any suitability requirements imposed by state law or the Department of Public Health; and (ii) purchase goods and services from local vendors provided that the cost and quality of those goods and services is competitive with competitors and the vendors satisfy any suitability requirements imposed by state law or the Department of Public Health. Facility shall make a good faith effort to utilize local contractors and suppliers for the construction and operation of the project and shall afford such opportunities to local vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include actively soliciting bids from Taunton vendors through local advertisements, coordination with the Taunton Area Chamber of Commerce, and other such reasonable measures.

- 6. Term. This Agreement shall become effective on the date upon which it is fully executed by the Parties, unless lawfully terminated by either party, and shall continue so long as Facility (or its successors, assigns, or any parent, subsidiary or related entity) owns, controls or operates a marijuana business at the Premises.

- 7. Notices. Any notice required hereunder shall be made in writing and delivered by hand delivery or by facsimile or e-mail transmission, with a copy to follow by first class mail, addressed as below. Notices shall be deemed given on the date delivered:

If to the City:

City of Taunton
Office of the Mayor
15 Summer Street
Taunton MA 02780

With copies to:

City of Taunton Municipal Council
c/o City Clerk
15 Summer Street
Taunton MA 02780

City of Taunton
Office of the City Solicitor
15 Summer Street
Taunton MA 02780

6.

If to Facility:

Massmedicum Corp.
P.O. Box 384
Easton MA 02334

With a copy to:

Philip C. Silverman
14 Rollins Road
South Easton MA 02375

8. No Third Party Beneficiaries. No provisions of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. The Agreement shall be interpreted solely to define specific duties and responsibilities between the City and Facility, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.
9. Assignment, Transfer or Collateral Use. Neither Party may assign any interest in this Agreement, and shall not transfer any interest in this Agreement by novation or assignment, without the prior written consent of the non-assigning Party, which consent shall not be unreasonably delayed or denied.
10. Relationship of the Parties. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the Parties other than that of independent parties contracting with each other for purposes of effecting the provisions of this Agreement. The Parties are not, and will not be construed to be, in a relationship of joint venture or partnership. Neither Party has the authority to make any statements, representations or commitments of any kind on behalf of the other Party, or to use the name of the other Party in any publication or advertisements, except with the written consent of the other Party.
11. Force Majeure. Facility shall not be considered to be in default in the performance of its obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure Event. If Facility is prevented or delayed in the performance of any such obligation by a Force Majeure Event, it shall provide reasonable notice to the City of the circumstances preventing or delaying performance and the expected duration thereof, if known. For the purposes of this Agreement, a Force Majeure Event is any circumstance not within the reasonable control, directly or indirectly, of the Party affected and includes, but is not limited to, the following: strikes or other significant labor disputes; significant supply shortages; adverse weather conditions and other acts of nature; acts of God; fire, other substantial property damage or any condition that prevents or significantly interferes with the operations of Facility's marijuana establishment; significant subsurface conditions; riot or civil unrest; the suspension or loss of Facility's license from the Department of Public Health (but only during the period of such suspension or loss); the forced closure of all marijuana establishments by the Commonwealth of Massachusetts or the Government of the United States; and actions or failures to act of any governmental authority or agency.

12. Integration Clause. This Agreement and any attachments hereto constitute the entire agreement between the parties. No agents, representative, employee or officer of the City or Facility has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the Parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, or changes to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by all Parties in accordance with the terms herein.

13. Amendment. This Agreement shall not be amended except upon written consent of all parties hereto.

14. Governing Law, Construction and Forum Selection. This Agreement shall be interpreted under the law of the Commonwealth of Massachusetts. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. The Parties agree that any cause of action raised in relation to this Agreement may be heard in any Commonwealth or federal court in Massachusetts having jurisdiction and venue over the action.

15. Counterparts. This Agreement shall be executed in any number of counterparts which, taken together, shall constitute one and the same Agreement. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to the other Party by facsimile or electronic transmission. In such event, such party shall forthwith deliver to the other Party an original counterpart of this Agreement executed by such Party.

16. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Agreement.

8.

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties hereto have caused this Agreement to be duly executed on their behalf by their authorized officers and applicably attested, all as of the day and year first above written.

ATTEST:

CITY OF TAUNTON

By: _____

By: _____

Thomas C. Hoyer, Jr.
Mayor

Approved as to form:

By: _____

Jason D. Buffington, Esq.
City Solicitor

ATTEST:

MASSMEDICUM CORP.,

By: _____

By: _____

James T. Kurnick, President

*(attach corporate resolution authorizing
President to execute this Agreement)*



Bolivar Rubiano, Sr.
Director Agent

CITY OF TAUNTON
MASSACHUSETTS 02780

Veterans Service Department
And
Information Center

May 27, 2015

Honorable Mayor Thomas Hoye and the
Municipal Council

Dear Sirs and Madams:

It is now necessary for this office to request an additional \$35,000.00 in funding
For our Veterans Benefits Account #01-543-5200-5770.

As you are all aware, it is impossible to know exactly what our expenses will be
from month to month, but we believe the above amount will sufficiently complete our
benefits account for this fiscal year.

The State will reimburse the City of Taunton at a rate of 75%, making an actual total for
this request \$8750.00.

Thank you for your anticipated cooperation in this matter.

Respectfully submitted,

Bolivar Rubiano, Sr.
Director Agent

/ck

Cc: Gil Enos, Budget Director



CITY OF TAUNTON
MASSACHUSETTS

HUMAN RESOURCES DEPARTMENT

Maria V. Gomes
Director

Sandra B. Peavey
Office Manager

Noreen Skwarto
Benefits Clerk

10.
City Hall
141 Oak Street
Taunton, MA 02780
(508) 821-1060
FAX (508) 821-1066

May 27, 2015

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

Dear Mayor Hoye and Council Members:

The Disability Retirement Account currently is short by \$500.00 for the month of May and there are still June's bills to come in the mail before the end of the fiscal year 2015. Monthly payments have been averaging \$5,500.00 a month.

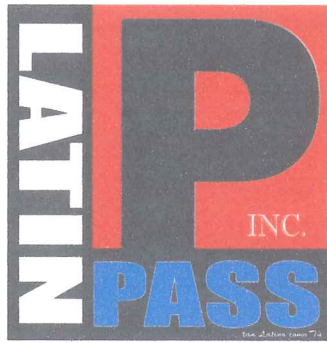
We respectfully request the amount of \$6000.00 be transferred out of the reserve account into the Disability Retirement Account so that we can process the payments that we are required to, by the MGL Chapter 41, Section 100B.

Thank you for your assistance in this matter.

Sincerely,

Maria Gomes, Director
Human Resources

MVG/ns



11

May 28, 2015

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

Thank you for your investment in public safety in Taunton, As we look to the issues faced by our neighboring cities like Brockton and Fall River and their public safety challenges we remain grateful to call Taunton our home. Our public police and fire departments deserve all our support. We know you do much to ensure they have the resources to protect us.

We are asking you consider one important tool to assist our police department in serving all Tauntonians and that is to hire a Spanish speaking police officer. We know the Taunton police department has done a great job servicing the Spanish speaking community of Taunton. They need to be given the ability to speak to people in their native language to ensure they can fully investigate an incident.

Another important reason to have a Spanish speaking police officer is to be able to speak to and understand fellow Tauntonians. Spanish speaking residents should be able to report crimes, give evidence and assist the police department in investigating crime. If we are going to fight crime and abuse in our community all voices must be heard.

We know the civil service list must be respected but we also know that the civil service should not be the one to decide what is best for the City of Taunton. Perhaps the city could find a Spanish speaking officer from another community. The Fire Department has a Spanish speaker. We need one in the Police Department.

Thank you for considering our request.

Sincerely,

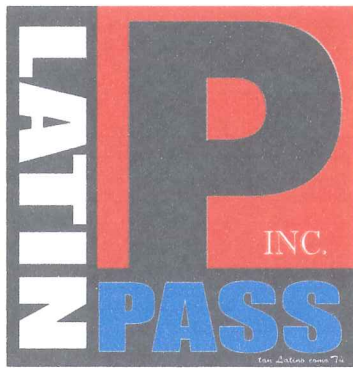
Miguel Garcia, President

Latin Pass Inc.

Latinpassvip.org

(508) 386- 2188

CITY CLERK
TAUNTON, MA
2015 MAY 29 A 9: 27
RECEIVED
CITY CLERK'S OFFICE



12.

May 28, 2015

Mayor Thomas Hoyer and
Taunton Municipal Council
141 Oak Street
Taunton MA 02780

Thank you for taking the time to discuss the issue of Spanish interpretive services for the City of Taunton. We at Latin Pass are excited to provide interpretative services for our City's Departments. We know this will help strengthen the connection between your Spanish speaking constituents and city services.

In an effort to supplement our work, we are asking you consider creating a part-time Spanish interpreter position. This person could be available to all departments on a scheduled or on call basis, similar to hospitals and courtrooms.

We hope you will fund his position as a demonstration of the City's commitment to provide access and service to all Tauntonians.

Sincerely,

A handwritten signature in blue ink, appearing to read "Miguel Garcia".

Miguel Garcia, President

Latin Pass Inc.

latinpassvip.org

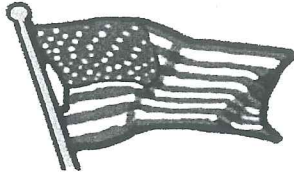
(508) 386- 2188

CITY CLERK

TAUNTON, MA

2015 MAY 29 10 42 AM

RECEIVED
CITY CLERK'S OFFICE



JUNE 2, 2015

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

RECEIVED
CITY CLERK'S OFFICE
2015 MAY 29 1 A 10:02
TAUNTON, MA
CITY CLERK

PLEASE NOTE: ***THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR TUESDAY, JUNE 2, 2015 AT 6:30 P.M. AT THE TEMPORARY CITY HALL AT MAXHAM SCHOOL, 141 OAK STREET, TAUNTON, MA. 02780, IN THE CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS***

6:30 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***

RESPECTFULLY,

COLLEEN M. ELLIS
CLERK OF COUNCIL COMMITTEES