



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

~
MARCH 29, 2016 – 7:00 PM

**INVOCATION
ROLL CALL
RECORDS**

HEARING: NONE

COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

COMMUNICATIONS FROM CITY OFFICERS

- Pg. 1 Com. from Human Resource Director – Requesting a transfer of funds
- Pg. 2-6 Com. from City Solicitor – Hart’s Four Corners project - MassDOT request for land donation
- Pg. 7-10 Com. from Human Resource Director – Submitting Local 1144A Contract
- Pg. 11 Com. from Carol Funke, Board of Trustees, Taunton Public Library – Submitting letter of resignation

COMMUNICATIONS FROM CITIZENS

- Pg. 12 Com. from David Correia, Director, Rotary Club of Taunton, P.O. Box 344, Taunton – Requesting use of the SAFE House Trailer
- Pg. 13-15 Com. from Kathleen Johnson, 325 Lothrop Street, Taunton – Requesting assistance with parking on Lothrop Street

PETITIONS

Claims

Claim submitted by Renee Borges, 98 East Water Street, Taunton seeking reimbursement for damages to her automobile from hitting a pothole on East Water Street near the park.

RECEIVED
CITY CLERK'S OFFICE
2016 MAR 24 1 P 2:09
TAUNTON, MA
CITY CLERK

Street Acceptance

Petition submitted by Attorney David Gay, Gay & Gay PC 73 Washington Street, PO Box 988, Taunton on behalf of his client, Martignetti Companies for the discontinuance of Pioneer Way in the City of Taunton. **(Public Hearing Required)**

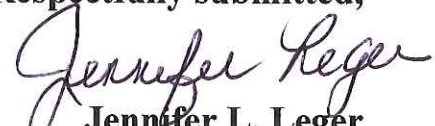
COMMITTEE REPORTS

UNFINISHED BUSINESS

ORDERS, ORDINANCES AND RESOLUTIONS

NEW BUSINESS

Respectfully submitted,


Jennifer L. Leger
Assistant City Clerk



CITY OF TAUNTON
MASSACHUSETTS

HUMAN RESOURCES DEPARTMENT

Maria V. Gomes
Director

Sandra B. Peavey
Office Manager

Noreen Skwato
Benefits Clerk

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

March 24, 2016

Mayor 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 has a balance of \$6,000.00 which will cover the month of April but, there are still May and June's bills to come in the mail before the end of the fiscal year 2016. Monthly payments have been averaging \$5,500.00 or more a month.

We respectfully request the amount of \$12,000.00 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



City of Taunton

LAW DEPARTMENT

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



Thomas C. Hoye, Jr.
MAYOR

Jason D. Buffington
CITY SOLICITOR

Daniel F. de Abreu
ASST. CITY SOLICITOR

March 22, 2016

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

RE: Hart's Four Corners Project – MassDOT request for land donation

Dear Mayor Hoye and Members of the Municipal Council:

This office recently received a request from Ms. Lisa Szamreta, a right-of-way agent employed by MassDOT District 5 in Taunton. Attached are the plans which depict the parcels in question along with the two Land Damage Agreements that the City is being asked to sign.

I asked the City Engineer to review these documents. He has indicated to me that these areas consist of land that was previously donated to the City when the CVS was built at this intersection. Ms. Slusarz has informed the Law Department that he is in favor of providing this land to the state.

If you are in favor of these requests, kindly vote to approve the transactions and to authorize the Mayor to sign the attached Land Damage Agreements. I would respectfully refer any questions concerning this matter to the City Engineer and to Ms. Szamreta, who can be reached at (508) 822-1413 and via email at lisa.szamreta@state.ma.us.

Very truly yours,

Jason D. Buffington, Esq.
City Solicitor



Land Damage Agreement

Standard Form

31

City/Town: Taunton Project: Route 140 County Street & Hart St. Project #: 605679

Owner: City of Taunton

Mailing Address: 141 Oak Street City/Town, State, Zip Taunton, MA 02780

County: Bristol North Layout#/Order: 8271

Parcel No(s): 28-16 FAP# (ROW): N/F/A

This agreement is entered into for full settlement of any and all claims for damage incurred or to be incurred by the Massachusetts Department of Transportation-Highway Division as a result of a taking by eminent domain, construction, and/or alteration relating to the subject property by the Massachusetts Department of Transportation-Highway Division. The land and/or rights in land taken and limitations of access, if any, are described in an order of taking (together with any related plans) adopted by the Massachusetts Department of Transportation-Highway Division, and on file at the office of said Department and to be recorded at the Registry of Deeds in the above referenced county.

The owner agrees to accept the sum of \$ Zero in full settlement of any and all claims whatsoever to the taken or remaining property of the owner, whether caused by the taking of land and/or rights in land, limitations of access, changes in grade or drainage and/or alteration relating to the subject property; and hereby releases the Massachusetts Department of Transportation-Highway Division, from any and all claims, due to said taking, construction and/or alteration relating to the subject property.

Additions to this agreement are as follows (if none, write "None")

"None"

It is understood and agreed that this agreement shall become binding only when signed by the owner(s) and formally approved by the Massachusetts Department of Transportation-Highway Division Administrator. It is also understood and agreed that the owners are entitled to damages for the rights being acquired, but have agreed to accept no award of damages. The owner(s) agree(s) to indemnify and hold harmless the Massachusetts Department of Transportation-Highway Division with respect to any claims brought by any person or entity that may have an interest in the property, including but not limited to, any mortgagee, tenant(s)/subtenant(s) as a result of the taking(s) covered by this Agreement.

Signature(s) of Owner(s):

Date:

Approved by:

Deputy Director,
Right of Way Bureau



Land Damage Agreement

Standard Form

5

City/Town: Taunton Project: Route 140 County Street & Hart St. Project #: 605679

Owner: City of Taunton

Mailing Address: 141 Oak Street City/Town, State, Zip Taunton, MA 02780

County: Bristol North Layout#/Order: 8271

Parcel No(s): 28-21 FAP# (ROW): N/F/A

This agreement is entered into for full settlement of any and all claims for damage incurred or to be incurred by the Massachusetts Department of Transportation-Highway Division as a result of a taking by eminent domain, construction, and/or alteration relating to the subject property by the Massachusetts Department of Transportation-Highway Division. The land and/or rights in land taken and limitations of access, if any, are described in an order of taking (together with any related plans) adopted by the Massachusetts Department of Transportation-Highway Division, and on file at the office of said Department and to be recorded at the Registry of Deeds in the above referenced county.

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Signature(s) of Owner(s):

Date:

Approved by:

Deputy Director,
Right of Way Bureau

7.



CITY OF TAUNTON
MASSACHUSETTS

HUMAN RESOURCES DEPARTMENT

Maria V. Gomes
Director
Sandra B. Peavey
Office Manager
Noreen Skwato
Benefits Clerk

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

FROM: Maria V. Gomes, Director

RE: President Jeanne Quinn
and Municipal Council Members

DATE: March 23, 2016

.....

I am happy to submit the ratified Local 1144A two year Laborer's Contract for period July 1, 2015 ending June 30, 2017. The costs for this contract will be presented at the meeting.

A red-lined contract will be sent to each of you electronically.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this _____ day of _____, 2015 by and between the City of Taunton and the Massachusetts Laborer's District Council, Local 1144 (A) Laborer's Union. The purpose of this Memorandum of Agreement is to extend the Collective Bargaining Agreement between the parties, which expires on June 30, 2015. To the extent that this memorandum does not modify the Collective Bargaining Agreement, then said Collective Bargaining Agreement shall remain in full force and effect.

NOW THEREFORE, the parties, having bargained collectively pursuant to Chapter 150E of the General Laws do hereby agree to the following revisions/amendments/modifications to the Collective Bargaining Agreement which expires on June 30, 2015.

1. All Roman numeral numbers to standard numbers. For example "X" would become "10".
2. The City proposes a **two year contract** for Fiscal Years 2016 & 2017.
3. *Add the following* to the Declaration of Principles (p.1): "gender identity" (new law that went into place July 1, 2012)

Neither the Employer nor the Union will discriminate against any employee or applicant for employment because of race, color, creed, sex, age, **gender identity**, national origin or Union activity".

4. ARTICLE XVI ("16")- LONGEVITY p.16

Replace current language in the first paragraph with:

All City employees covered by this Agreement who have had continuous service with the City of Taunton will be eligible for longevity. Increments will be as follows:

5 yrs +	\$1,155.00
10 yrs +	\$1,470.00
15 yrs+	\$1,785.00
20 yrs +	\$2,100.00
25 yrs +	\$2,940.00
30 yrs +	\$3,280.00

On June 30, 2016 the longevity rates will be increased by 1%

Part. 3/16/16

5. ARTICLE XXII ("22")-GRIEVANCE PROCEDURE p.21

Change the language of "e"

- e. In the event the grievance is not settled in a manner satisfactory to the aggrieved party, they, together with the Union, may submit such grievance to arbitration in the manner provided herein-by filing a demand for arbitration with the American Arbitration Association or the Massachusetts Department of Labor Relations (DLR) within forty-five (45) business days after its receipt of the section c above.

Section 4: Change "Massachusetts Board of Conciliation" to the Massachusetts Department of Labor Relations (DLR).

6. ARTICLE XXIII ("23")-MISCELLANEOUS PROVISIONS

[Effective on date of ratification]

Section 2. Meal Allowance.

All employees covered by this Agreement shall be granted a meal period of one-half hour (1/2) duration during each work shift. Whenever possible, the meal period shall be scheduled at the middle of the shift. Employees of the Park/Recreation Department will take one-half (1/2) hour lunch time on the job site. If deemed necessary, the job Supervisor may allow employees to return to the shop to wash. However, it shall be understood that the Department Manager shall have final jurisdiction in these matters. Lunch will be taken at the DPW Garage for DPW employees within a reasonable distance of the job site.

→ **The following does not apply to scheduled overtime:**

During snow removal and emergencies when employees are required to work through the supper hour, the Employer agrees to compensate all employees required to work for a meal not to exceed ~~seven dollars and fifty cents (\$7.50)~~ **nine dollars (\$9.00)**. These Employees shall be furnished the meal every four (4) hours of continuous work thereafter. In the case of call backs, meal allotments will be allowed every four (4) hours of continuous work. In cases of emergency, employees shall receive a meal allowance every four (4) hours of actual labor and every four (4) hours thereafter. Supper hour shall be defined as two hours from the completion of the regular shift.

7. ARTICLE XXV ("25")-WAGES p.26

Replace first paragraph with:

The compensation and classification plan's wages will be raised by the following:

July 1, 2015- June 30, 2016	2%
July 1, 2016- June 30, 2017	2%

Remove paragraph 2 & 3 (no longer applicable)

with 3/16/16

10e

International Laborer's Council Pension Fund Agreement has been increased from \$.06 to the current rate of \$.11 per hour for every hour worked.

- 8. The City agrees that department managers will meet with employees regarding the GPS in City vehicles and discuss how it will be used.


All Articles and Sections will be numbered accordingly in accordance with any agreed upon changes to the collective bargaining agreement.

SIGNED THIS _____ DAY OF _____, 2015.

Approved as to Form and Content:

Jason D. Buffington, City Solicitor

For Public Employees Local 1144 (A)-Laborer's:

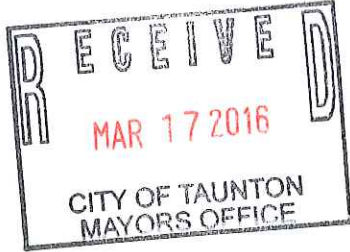
 3/16/16

 MARY Heim, Business Manager Local 1144

For the City of Taunton:

Mayor Thomas C. Hoye Jr.

Maria V. Gomes, HR Director



Mar. 15, 2016

Dear Mayor Hoye,

Come Aug., I will have been a member of the Board of Trustees of the library for 24 years. It has been one of the most pleasurable volunteer positions I've held throughout my adult life.

I do feel that, at least for me, it is time for new blood and fresh ideas to serve the library and the city. Taunton is growing and changing and it is my hope that the library will share in the future of this growth and change.

Therefore, this is to let you know that my last day will be March 15. As the board does not generally meet in July or August, come Sept. the Board of Trustees should start the year with a full Board, including a new Trustee with enthusiasm and the future of the library in mind.

My service to the City of Taunton and the Library in the capacity of a Trustee has been a privilege. I am grateful to have had this experience and opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Carol B. Funke".

Carol B. Funke

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"Service Above Self"

Rotary Club of Taunton, MA

PO Box 344

Taunton, MA 02780

March 22, 2016

Mayor Thomas Hoye & Taunton City Council
141 Oak Street
Taunton, MA 02780

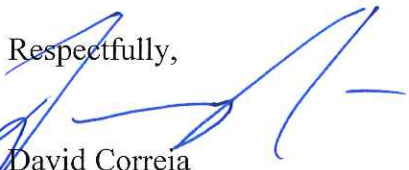
Re: SAFE House Trailer

Dear Mayor and City Council Members:

On Saturday, June 11th, the Rotary Club of Taunton will host its "Pancake and Family Fun Day", which serves as the Club's primary fundraiser. After a successful event last year at the Raynham Flea Market, we will be moving the event back to Taunton at the Taunton High School grounds and will also be expanding the day's activities to include additional attractions, rides, and food. Starting time will be mid-to-late morning and end by 4:00 pm.

Once again, the proceeds raised at this year's event will be used primarily to fund medical ID bracelets for the Taunton school system. Proceeds will also be used to provide scholarships to high school graduates.

We would like to provide the SAFE House Trailer at our community event, as the many children anticipated to attend with their families could benefit from this unique and fun way to promote fire safety education and awareness. We therefore respectfully ask for the permission and approval from the Mayor and Taunton City Council for the use of the SAFE House Trailer at our "Pancake and Family Fun Day" on Saturday, June 11th at Taunton High School.

Respectfully,

David Correia
Director

Cc: Larry Gantz, Taunton Fire Dept.

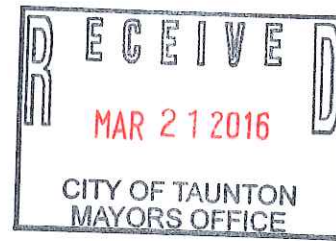
March 15, 2016

TO: Taunton City Council

FROM: Kathleen Johnson

325 Lothrop Street

Taunton, Ma. 02780



I would like to address what has become a major problem on Lothrop Street and over the past eight years has become worse. Basically, Lothrop Street is a short cut for many vehicles which include eighteen wheelers and other vehicles. I realize there is little or nothing that can be done to elevate this problem. Lothrop Street is being used to avoid the constant traffic on Route 138 as well as Bay Street. The problem which I am hopeful can and will be addressed is vehicles constantly parking on the two way street. When trying to leave your driveway it is next to impossible to get out of your own driveway due to the constant parking of cars on the road. This is a serious danger as well as annoyance having cars beeping their horns due to the fact cars have to stop so let cars go in one direction as the cars parked on the odd side of Lothrop Street are tying up traffic and have become a danger. Also although there is a law stating how close you are allowed to park from a fire hydrant one house being 337 Lothrop Street

has a hydrant at the end of the driveway. There are numerous vehicles parked on the street on a daily basis especially evenings between 331 and 337 Lothrop Street. Oak Hill Mobile Park has a rule that there are to be only two registered vehicles per household. Due to the fact between these two homes specifically, basically are frat houses. 331 has at least 3 if not 4 vehicles and 337 have as many which at times they park all over the lawn which I'd rather have them do than risk an accident which is bound to happen. Both residences have no respect for neighbors or rules to be followed. The Taunton Police said this matter although dangerous is out of their control whereas there are no parking bans in effect. Therefore, it was suggested I contact City Council to request that NO PARKING is allowed on Lothrop Street. It would be easier for the city as well as mobile home residents of Lothrop to have the signs posted on the ODD numbered side of the street. If parking needs to be allowed, it would be off far less danger to park on the opposite side which Colonial Estates does not have to pull in and out of traffic on Lothrop Street. The driveways for them are in the actual park therefore, this worsening problem doesn't affect them and wouldn't affect them if there was parking allowed on Lothrop Street HOWEVER NOT on the side which mobile homes have to pray it's safe to pull out of their driveways. If you cannot handle this problem, I would greatly appreciate you directing

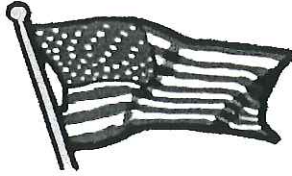
me to the right department or person to have something done to rectify this serious problem.

Respectfully,



Kathleen Johnson

I can be reached at (508) 889-0454 or the address stated above. I thank you in advance for your concern and attention to this matter. Oak Hill has stated it is up to the city to post no parking signs on Lothrop Street.



MARCH 29, 2016

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

RECEIVED
CITY CLERK'S OFFICE
2016 MAR 24 P 1:00
TAUNTON, MA
CITY CLERK

PLEASE NOTE: **THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR TUESDAY, MARCH 29, 2016 AT 5:30 P.M. AT THE TEMPORARY CITY HALL AT MAXHAM SCHOOL, 141 OAK STREET, TAUNTON, MA. 02780, IN THE CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS**

5:30 P.M.

THE COMMITTEE ON FINANCE & SALARIES

1. MEET TO REVIEW THE WEEKLY VOUCHERS & PAYROLLS FOR CITY DEPARTMENTS
2. MEET TO REVIEW REQUESTS FOR FUNDING
3. MEET TO REVIEW MATTERS IN FILE

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

THE COMMITTEE ON PUBLIC PROPERTY

1. MEET WITH WAYNE WALKDEN, BUILDING SUPERINTENDENT AND THE ARCHITECT TO REVIEW OPTION D FOR CITY HALL
2. MEET TO DISCUSS PARCEL 25-52 ON LAKEVIEW AVENUE
3. MEET TO DISCUSS REQUEST OF TAUNTON PILOTS ASSOCIATION TO SURVEY, FLAG, AND CUT TREES ON CITY PROPERTY ON MIDDLEBORO AVENUE IN THE RUNWAY PROTECTION ZONE
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**

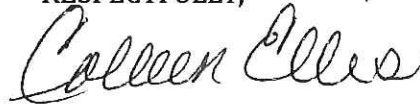
THE COMMITTEE OF THE COUNCIL AS A WHOLE

1. MEET TO DISCUSS APPOINTING TWO NURSING HOME BOARD OF DIRECTORS.
2. MEET TO REVIEW MATTERS IN FILE

PLEASE NOTE:

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

RESPECTFULLY,

A handwritten signature in cursive script that reads "Colleen M. Ellis".

COLLEEN M. ELLIS
CLERK OF COUNCIL COMMITTEES