



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

~  
**MAY 12, 2015 – 7:00 PM**

**INVOCATION  
ROLL CALL  
RECORDS**

**HEARING: NONE**

**COMMUNICATIONS FROM THE MAYOR**

**APPOINTMENTS**

**COMMUNICATIONS FROM CITY OFFICERS**

- Pg. 1-14 Com. from Assistant City Solicitor Daniel de Abreu – Purchase of Land – 775 John Quincy Adams Road
- Pg. 15-16 Com. from Fire Chief – Request for public use of the SAFE House Trailer
- Pg. 17-19 Com. from Superintendent of Buildings – Requesting a transfer of funds
- Pg. 20-35 Com. from Commissioner, Parks, Cemeteries and Public Grounds – Submitting the Yearly Operational Plan
- Pg. 36 Com. from Executive Director – Notifying of a retirement
- Pg. 37 Com. from Chairman, Taunton Planning Board – Notifying of a public hearing
- Pg. 38 Com. from Commissioner, Parks, Cemeteries and Public Grounds – Requesting acceptance of seasonal pool positions to be paid from the General Operating Budget
- Pg. 39 Com. from Commissioner, Parks, Cemeteries and Public Grounds – Requesting acceptance of seasonal summer positions to be paid from the Revolving Account

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CITY CLERK

TAUNTON, MA

2015 MAY - 8 11 A 11: 03

RECEIVED  
CITY CLERK'S OFFICE

## COMMUNICATIONS FROM CITIZENS

- Pg. 40 Com. from Father William Rodrigues, St. Anthony's Parish, 126 School St., Taunton – Requesting to hold two processions
- Pg. 41 Com. from Chip Bergstrom, Vice President of Enrollment & Marketing, Bay State College, 101 Industrial Park Road, Taunton – Requesting to install signage

## PETITIONS

### Hours of Operation License

1. Round One Entertainment, Inc. –dba- Round 1 Bowling & Amusement to be located at 2 Galleria Mall Dr., East Taunton

### Billiard Table License

Petition submitted by Helder Freitas, 63 County Rd., Berkley requesting a **RENEWAL** of the Billiard Table License for Ward 5 Athletic Club, Inc. located at 29 Winter St., Taunton **(2 Tables)**

Petition submitted by Shintaro Kaji, Round One Entertainment, Inc. –dba- Round 1 Bowling Alley & Amusement, 11 Fox Hollow, Irvine, CA for a **NEW** Billiard Table License for a location at 2 Galleria Mall Dr., East Taunton **(8 Tables)**

### Bowling Alley License

Petition submitted by Shintaro Kaji, Round One Entertainment, Inc. –dba- Round 1 Bowling Alley & Amusement, 11 Fox Hollow, Irvine, CA for a **NEW** Bowling Alley License for a location at 2 Galleria Mall Dr., East Taunton **(20 Lanes)**

### Junk Dealer's License

Petition submitted by David Boyer, 56 Fiddlers Way, East Taunton requesting a **RENEWAL** of his Junk Dealer's License for Scrap Bros. Recycling at the same address.

### Livery License

Petition submitted by John Pacheco, 66 Mary Dr., Taunton requesting a **RENEWAL** of his Livery License for Airport Express Direct, Inc. located at 66 Mary Dr., Taunton. **(1 Vehicle)**

### Second Hand Article

Petition submitted by Roberto Cruz, 416 East Ashland St., Brockton requesting a **NEW** Second Hand Article License for Hometown Furnishings LLC located at 52 Main Street, Taunton to sell or lease used furniture.

### Name Change of a Class II Flammable Storage License

Petition submitted by Sammy Kanan requesting a name change of his Flammable Storage Permit from Court Street Square, Inc. located at 47 Washington St./53 Court St., Taunton to be changed to Kanaan Realty Group 2, Inc.

**Claim**

Claim submitted by Amanda Pinto, 148 Caswell St., East Taunton seeking reimbursement for damages to her automobile from hitting a pothole on Richmond Street.

**COMMITTEE REPORTS**

**UNFINISHED BUSINESS**

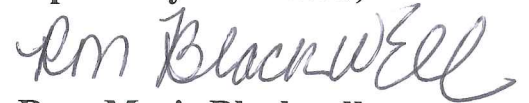
**ORDERS, ORDINANCES AND RESOLUTIONS**

**Resolution**

Resolution submitted by Bristol County Savings Bank, 35 Broadway, P.O. Box 4002, Taunton, designating public depository and authorizing withdrawal of Municipal Public Moneys for the City of Taunton for Treasurer/Collector, Assistant Treasurer/Collector and Treasurer.

**NEW BUSINESS**

**Respectfully submitted,**



**Rose Marie Blackwell  
City Clerk**



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

May 7, 2015

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

**RE: Purchase of Land – 775 John Quincy Adams Road**

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Dear Mayor Hoye and Members of the Municipal Council:

On August 5, 2014, the Municipal Council authorized the Mayor to sign a Purchase and Sale Agreement to acquire this parcel of land. A copy of the agreement is attached.

The closing is scheduled to occur before May 16, 2015. I am trying to prepare for the closing as expeditiously as possible, and respectfully ask that you vote to approve the following:

1. An official vote to acquire the parcel for general municipal purposes in accordance with the terms of the enclosed agreement;
2. An appropriation of \$235,000.00 to effectuate the acquisition and associated costs;
3. A transfer of \$235,000.00 from Water Enterprise Retained Earnings (free cash) to the Capital Account – Land Purchase (Account No. 60-450-5300-5810).

Thank you for your prompt consideration of these requests.

Very truly yours,

Daniel F. de Abreu, Esq.  
Assistant City Solicitor

PURCHASE AND SALE AGREEMENT

This 25<sup>th</sup> day of November, 2014

1. PARTIES: The Trustees of the Columbia Cultural Trust of 775 John Quincy Adams Road, Taunton, Massachusetts hereinafter called the SELLER, agrees to SELL; and The City of Taunton, a municipal corporation having a place of business at 141 Oak Street, Taunton, Massachusetts 02780, hereinafter called the BUYER, or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION: SELLER agrees to sell and BUYER agrees to buy, upon the terms, provisions, conditions and covenants set forth herein, the following parcel of land located in Taunton, Massachusetts:

1. The parcel of land located on John Quincy Adams Road, Taunton, Massachusetts, shown as Parcel "A" on a plan of land entitled "Plan of Land 775 John Quincy Adams Road Assessors Map 13, Lot 16 Taunton Massachusetts" prepared by Hayward Boynton & Williams dated August 13, 2012, a copy of said plan is attached hereto as Exhibit A and incorporated herein by reference. Said parcel is a portion of the property described in a deed to the Seller dated January 5, 1984 recorded with the Bristol County Northern District Registry of Deeds in Book 2442, Page 104, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES: The parcel to be conveyed consists of vacant land.

4. TITLE DEED: Said premises are to be conveyed by a good and sufficient Quitclaim Deed (or Deeds) running to the BUYER, or to the nominee designated by the BUYER, by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

- (a) Provisions of existing buildings and zoning laws;
- (b) Existing rights and obligations in party walls;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this agreement; and
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises, this exception not including, however, those restrictions of record to be released as contemplated in paragraph 28.

5. PLANS: If said Deed refers to a plan necessary for recording therewith, the SELLER shall deliver such plan with the Deed in form adequate for recording or registration.

6. REGISTERED TITLE: In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE: The agreed purchase price for said premises is Two Hundred Thirty Five Thousand (\$235,000.00) Dollars of which:

\$ 0.00	has been paid as a deposit this day, and
\$ 235,000.00	is to be paid at the delivery of the deed in cash, or by certified, cashier's treasurer's or bank check.
<hr/>	
\$ 235,000.00	TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED: Such deed(s) is to be delivered at 11 o'clock on or before the 7<sup>th</sup> day after all contingencies set forth in this agreement are satisfied, at the Bristol County, Northern District Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence in this agreement. It is further agreed that should performance not occur on or before May 1, 2015, either party may terminate this agreement.

The Closing under this Agreement will be held simultaneously with the Closing between the Seller and the Taunton Lodge #150 Benevolent and Protective Order of the Elks concerning the remaining land of the Grantor located at 775 John Quincy Adams Road, Taunton. See section 28(b) of this Agreement.

9. POSSESSION and CONDITIONS of PREMISES: Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the Deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in Clause 4 hereof. The BUYER shall be entitled to an inspection of said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM: If the SELLER shall be unable to give title or to make conveyance, or possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title; or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, and thereupon, the time for performance hereof shall be extended for a period of SIXTY (60) days.

11. FAILURE TO PERFECT TITLE TO MAKE PREMISES CONFORM: If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto.

12. BUYER'S ELECTION: The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case, the SELLER shall convey such title, except that in the event of such conveyance in accordance with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either:

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

Notwithstanding the forgoing provisions, in the event of fire or natural disaster prior to purchase, the BUYER shall have the option of declaring this agreement null and void and all deposits shall be returned to BUYER.

13. ACCEPTANCE OF DEED: The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of the deed.

14. USE OF MONEY TO CLEAR TITLE:

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said Deed.

15. INSURANCE:

Until the delivery of the deed, the SELLER shall maintain insurance on the said premises as follows:

TYPE OF INSURANCE

- (a) Fire: as presently insured
- (b) Extended Coverage: as presently insured

16. ADJUSTMENTS:

Collected rents and taxes for the then current fiscal year shall be apportioned as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of the delivery of the deed.

17. ADJUSTMENTS OF UNASSESSED AND ABATED TAXES:

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

18. BROKER'S FEE:

The parties agree that there was no broker involved with the agreement.

19. BROKER(S) WARRANTY:

No Broker.

20. DEPOSIT:

No Deposit.

21. BUYER'S DEFAULT: DAMAGES:

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages, and this shall be the SELLER's sole remedy at law or in equity.

22. BROKER AS A PARTY:

No Broker.

23. WARRANTIES AND REPRESENTATIONS:

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing. There are no warranties given with respect to the premises or this sale.



24. MORTGAGE CONTINGENCY:

There is no financing contingency for this transaction.

25. CONSTRUCTION OF AGREEMENT:

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators successors, and assigns, and may be cancelled, modified, or amended only by a written instrument executed by both the SELLER and BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

26. SMOKE DETECTORS:

N/A

27. RIGHT TO INSPECT AND WAIVER:

BUYER's obligations hereunder are made subject to its right to obtain, at its own expense, an inspection of the premises by consultants of its own choosing within thirty (30) days and which thirty day period, it is agreed expires on the date hereinafter set forth. The BUYER and its consultants shall have the right of access to the premises at reasonable times and upon twenty-four (24) hours advance notice, for the purposes of inspecting the condition of said premises. If the BUYER is not satisfied with the results of such inspection, this Agreement may be terminated without legal or equitable recourse to either party by the BUYER at its election, the parties thereby releasing each other from all liability under this Agreement, and the deposit shall be returned to the BUYER, provided, however, that the BUYER shall have notified the SELLER and Brokers in writing, on or before the expiration date hereinafter specified of its intention to so terminate; failure to so notify will not excuse the BUYER from performance hereunder. It is agreed that the BUYER shall have thirty (30) days from the date that all parties sign this agreement to make the foregoing inspections and notify the SELLER that the BUYER wishes to execute its right to terminate the agreement.

28. CONTINGENCIES:

This transaction is contingent on the following occurring prior to closing:

- (a) All approvals by the City of Taunton and the Commonwealth of Massachusetts necessary to divide Parcel "A" from the remaining land of the Grantor;
- (b) The Taunton Lodge No. 150 Benevolent and Protective Order of Elks entering into a Purchase and Sale Agreement for the purchase of the remaining land of the grantor at 775 John Quincy Adams Road, Taunton, MA, for a price of \$350,000.00.
- (c) The parties acknowledge that the deed to the Seller from the Commonwealth contains a restriction that requires the Seller obtain approval from the Commissioner of the Department of Mental

Health and the Deputy Commissioner of the Division of Capital Planning and Operations, their successors or assigns, in order to convey the property; therefore this transaction is contingent in all respects on approval by the Commonwealth of Massachusetts, by its Commissioner of the Department of Mental Health and by the Deputy Commissioner of the Division of Capital Asset Management or other agency with jurisdiction, of the transfer of the transfer of Parcel "A" to the City of Taunton and the transfer of the remaining land of the Grantor to the Taunton Lodge of Elks. This transaction is contingent on the release of said restriction from the title, and, the deed from SELLER to BUYER shall not contain a restriction requiring BUYER to obtain approval of any future sale.

- (d) The parties acknowledge that the deed to the Seller contains a reverter clause providing that in the event of dissolution of the Columbia Cultural Trust or failure to use the property in accordance with the stated purposes, all property shall revert to the Commonwealth. This transaction is contingent in all respects upon a Release of the right of reverter by the Commonwealth duly executed by the Deputy Commissioner of the Division of Capital Asset Management or person with lawful authority to do so prior to the closing, and upon the recording of said release prior in time to the recording of the deed.
- (e) The property being clear of all motor vehicles, trash, rubbish and debris.

31. SEE RIDER "A" herein incorporated by reference.

SELLER

Columbia Cultural Trust

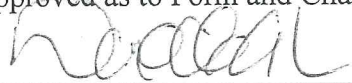
By:   
Trustee

BUYER

City of Taunton

  
Thomas C. Hoye, Jr., Mayor

Approved as to Form and Character:

  
Daniel F. de Abreu, Assistant City Solicitor

RIDER A TO PURCHASE AND SALE AGREEMENT

SELLER: Columbia Cultural Trust

BUYER: City of Taunton

PREMISES: Parcel "A" - John Quincy Adams Road

DATE: November 25<sup>th</sup>, 2014

The following provisions supplement and succeed the Purchase and Sale Agreement attached hereto and incorporated by reference herein, and are included within said Agreement for all purposes:

1. If Seller holds any legal interest in the Premises as a trustee or other fiduciary, representative, or an agent, Seller hereby represents that he is duly authorized to enter into this agreement on behalf of and binding upon the shareholders or beneficiaries of such trust, and same shall be bound hereunder.
2. Seller represents to the Buyers that;
  - a. To the best of seller's knowledge: (i) the property does not lie within a federal flood plain zone; (ii) there is no pending or threatened litigation with respect to the premises (with the exception of a Tax Taking proceeding with the Massachusetts Land Court which has presently been stayed indefinitely); (iii) no notice or communication has been received by Seller from any public authority with the last 18 months, including but without limitation to the health department, or building department (with the exception of such notices as may have been received regarding the Land Court Tax Taking proceeding referenced above) ; and (iv) Seller has complied with all terms and conditions of all existing restrictions, permits, variances and easements applicable to the Premises;
  - b. Seller shall pay the outstanding balance of any municipal betterment through the date of closing.
3. It is understood and agreed by the Seller that the Premises shall not be in conformity with the title provisions of this Agreement unless:
  - a. All buildings, structures and improvements including but not limited to, any driveways, garages, and cesspools, and all means of access to the premises, shall be located completely within the boundary lines of the premises and shall not encroach upon, over or under the property of any other person or entity, except pursuant to a validly recorded, indefeasible easement;
  - b. No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the premises;
  - c. The Premises shall abut a public way, duly laid, put or accepted as such by the city or town in which the premises are located, or have indefeasible legal access to same; and
  - d. Title to the premises is insurable, for the benefit of the Buyer, by a title insurance company, in a fee owner's policy of title insurance at normal premium rates, in the American Land Title Association form currently in use, subject only to those printed exceptions to title normally included in the

"jacket" to such form or policy, and those exceptions listed in paragraph 4 therein.

4. In the event of a taking or other loss or destruction of any substantial part or all of the premises by eminent domain or casualty, Buyer shall have the right to terminate this Agreement in which event all of Buyer's deposits shall be refunded to the Buyer and this Agreement shall be null and void without recourse to the Parties.
5. Seller agrees to cooperate with the Buyers and Buyers' Counsel in executing any and all necessary, reasonable and customary documents as may be required by Buyer's Counsel for closing including without limitations: (i) certificate of smoke detector compliance if legally required (ii) affidavit of no liens or parties in possession, (iii) affidavit of purchase price and terms, (iv) any documents required for FHLMC or FNMA approval, (v) an affidavit in compliance with the exemption under internal Revenue Code Section 1445(b)(2) and regulations thereunder, attesting to the Seller's non-foreign status, and (vi) any other document customarily and reasonably required for closing.
6. The deposits (which term shall include all interest earned, if any) made hereunder shall be held in escrow, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. The deposits may not be released from escrow without the assent of both Buyer and Seller or pursuant to a judgment of a court of competent jurisdiction. In the event of default by the Buyer under the terms or provisions of this Agreement, said deposit shall be sellers liquidated damages and sole remedy at law and in equity.
7. Buyer shall have reasonable access to the premises for the purpose of showing said premises to prospective Mortgage lenders, for the purpose of inspecting the condition of said premises, for the purpose of obtaining bids from workmen, and for the purpose of taking measurements of said premises. Said access shall be exercised only after reasonable notice to the Sellers.
8. All reference to the "then current year" and like reference with respect to real estate taxes payable for the premises shall be construed to mean the then current fiscal tax period with which such taxes are payable.
9. The term "acceptance of a deed" shall mean its recording in the registry of deeds.
10. Notices pursuant to this agreement shall be deemed delivered upon mailing and/or facsimile transmission to either party or either party's attorney,
11. Upon request of Buyer or Buyer's lender, the place for closing may be changed to the office of Buyer's attorney or the lender's attorney.
12. The Buyer and Seller represent and warrant that neither has contacted any real estate broker in connection with this transaction, that neither was directed to the other as a result of any services or facilitates of any real estate broker. Each agrees to indemnify and hold harmless the other from and against all claims for any brokerage commission on account of this transaction by any person who established by court action a right to such commission arising out of his dealing with the other. This paragraph shall survive delivery of the deed.
13. Omitted.

- 14. Seller agrees that the purchase funds (in the form of an attorney IOLTA check, conveyancing account check or client fund account check) will be held in escrow by Seller's attorney, closing attorney or real estate broker for a reasonable period of time after closing until the deed can be recorded.
- 15. Any title matter which is the subject of a title standard of the Massachusetts Conveyancer's Association at the time of the delivery of the deed shall be covered by said title standard to the extent applicable and to the extent that such standard does not conflict with any term provided hereunder.
- 16. Any and all prior memoranda or agreements among the Parties, including any offers to purchase, are hereby superseded and shall have no further force or effect. This Agreement is not intended, however, to supersede or modify any vote or other formal action of the Taunton Municipal Council concerning the transaction contemplated herein
- 17. In the event that any of the terms or conditions of this "Rider A" conflict with the Purchase and Sale Agreement or any Riders or Addendums thereto, this "Rider A" shall supersede and control.
- 18. All outstanding taxes, fees, and interest on the property as of the date of the closing are to be paid in full to the City of Taunton from the proceeds of this transaction and the transaction between Seller and the Taunton Lodge No. 150 Benevolent and Protective Order of Elks.
- 19. Seller must certify tax compliance pursuant to G.L. c. 62C §49A and disclose beneficial interests pursuant to G.L. c. 7C §38. This transaction must comply with G.L. c. 30B, and other applicable laws and City of Taunton Ordinances and both parties agree to work in good faith to accomplish the transaction in accordance therewith.

SELLER

BUYER

Columbia Cultural Trust

City of Taunton

By:   
Trustee

By:   
Thomas C. Hoye, Jr., Mayor

Approved as to Form and Character:

By:   
Daniel F. de Abreu, Assistant City Solicitor

# Exhibit "B"

BOOK 2442 PG 104

## DEED

BE IT KNOWN BY THESE PREMISES that I, **TUNNEY F. LEE**  
Deputy Commissioner of the Division of Capital Planning and  
Operations of the Commonwealth of Massachusetts, acting in the name and on  
behalf of said Commonwealth of Massachusetts by and under authority of  
Chapter 623 of the Acts of 1982, for One Dollar (\$1.00) and other valuable  
consideration paid, with QUITCLAIM COVENANTS, grant to:

RONALD F. ARIETA; ROBERT N. DICROCE; JORDAN H. F. FIORE; and DAVID T.  
GAY, Individually, and as he is the Venerable of Giuseppe Garibaldi Lodge  
No. 540, Order Sons of Italy in America, all of Taunton; LORENZO GROSSO of  
Raynham; RICHARD JOHNSON, as he is Mayor of the City of Taunton; ELLSWORTH  
A. PEARL, as he is Superintendent of Paul A. Dever State School; and HERBERT  
NICHOLS of Taunton, as they are all Trustees of COLUMBIA CULTURAL TRUST  
under a declaration of trust dated May 7, 1981 and recorded with the Bristol  
County Northern District Registry of Deeds at Book 2145, Page 249.

The land on the northerly side of Bassett Street and the easterly side  
of Crane Avenue (North) in the City of Taunton, bounded and described as  
follows:

Beginning at a concrete bound on the northeasterly sideline of Bassett  
Street at the southerly corner of the herein described premises and the  
southwesterly corner of land of the Commonwealth of Massachusetts (Paul A.  
Dever School);

THENCE by the northeasterly sideline of said Bassett Street by a curve  
deflecting to the right having a tangent bearing of N. 53°50'08" W., a  
radius of 542.16 feet and an arc length of 99.72 feet to a concrete bound;

THENCE still by said street, N. 43°17'50" W., 603.73 feet to a concrete  
bound;

THENCE still by said street by a curve deflecting to the right have a  
radius of 662.21 feet and an arc length of 99.81 feet to a concrete bound;

THENCE still by said street, N. 34°39'41" W., 262.10 feet to a concrete  
bound;

THENCE still by said street by a curve deflecting to the right, having  
a radius of 57.81 feet and an arc length of 102.46 feet to a concrete bound  
and the southeasterly sideline of Crane Avenue;

THENCE by said Crane Avenue N. 66°53'12" E., 296.22 feet to a corner  
and land of the Commonwealth of Massachusetts (Paul A. Dever School);

THENCE by land of said Commonwealth and a non-tangent curve deflecting  
to the left, having a radius of 400.00 feet, an arc length of 823.93 feet, a  
chord bearing of S. 56°26'59" E., and a chord of 685.80 feet to a corner;

THENCE still by land of said Commonwealth, S. 35°41'24" E., 37.61 feet  
to an angle point;

TRENCE still by land of said Commonwealth, S. 03'20'54" E., 337.04 feet to a corner;

TRENCE still by land of said Commonwealth, S. 39'30'27" W., 330.10 feet to a concrete bound, and the northeasterly side of Bassett Street, and the point of beginning.

Said premises being shown on "Plan of Land in Taunton, Mass. Drawn for Giuseppe Garibaldi Lodge 540 Order Sons of Italy in America, Scale 1"=100', November 24, 1980, Rev. March 16, 1981, Hayward-Boynton & Williams, Inc., Surveyors, Civil Engineers, 7 Broadway, Taunton, MA.," which plan is recorded with the Bristol County Northern District Registry of Deeds at Plan Book 200, Page 57.

Being a portion of the premises described as Parcel 1 in a deed from the United States of America to the Commonwealth of Massachusetts, dated July 26, 1948, and recorded with the Bristol County Northern District Registry of Deeds at Book 980, Page 335.

The grantees, their successors and assigns are hereby granted to and the use and enjoyment of the above-described premises for such scientific, educational, historical, religious, and cultural purposes as are consistent with those of non-profit tax-exempt organizations as defined by the United States Internal Revenue Code and the General Laws of the Commonwealth of Massachusetts, with the purposes and goals of the Order Sons of Italy in America, and with the terms of the COLUMBIA CULTURAL TRUST.

The grantees, their successors and assigns shall be permitted to erect and maintain such buildings, structures, fixtures, emblems, accessways, roads, paths, plaques, signs, and utility connections as are necessary to and consistent with the above-permitted uses, PROVIDED, NEVERTHELESS, that no such building, structure, fixture, emblem, accessway, road, path, plaque, sign or utility connection shall be erected within a radius of 450.00 feet from any well, reservoir, or other source or open conduit of ground water supply to the Paul A. Dever State School; and that any development that occurs within 550 feet of any well, reservoir or other source or open conduit of ground water supply to the Paul A. Dever School exclude parking areas, surface or subsurface fuel supply, and that said areas be maintained free of salt; and that the grantees shall not unreasonably obstruct access to and the use and enjoyment of open areas, accessways, roads, and paths located on the premises by the students and staff of the Paul A. Dever State School nor interfere with the effective operation of the school or the safety of its staff and student body, and further provided that all construction plans shall be first approved by the Deputy Commissioner.

The grantees shall avoid any activities or uses which might endanger the Paul Dever School water supply and agree that no livestock shall be maintained on the land, that no subsurface fuel storage shall be developed, that sanitary sewerage shall not be disposed of on the land through any type of leaching septic system, and that no swimming pools or deck areas shall be constructed that might allow the flow of ground water into the watertable.

The grantees shall design all parking, driveway and site grading in a manner that cause surface storm water to drain away from any well, reservoir or other source of ground water supply to the Paul A. Dever School, and that such surface storm water drain toward Crane Avenue or Bassett Street.

The grantor hereby covenants that it will remove no building, structure, fixture, emblement, or utility connection standing on the premises on the date of the execution of this deed and will cause no unreasonable interference with any efforts of the grantees with regard to the care, maintenance, restoration, or historic preservation of any such building, structure, fixture, emblement, or utility connection.

The grantees shall not sell, or otherwise alienate, encumber, or assign the interests granted herein other than by mortgage without the express approval of the Commissioner of the Department of Mental Health and the Deputy Commissioner of the Division of Capital Planning and Operations, their successors or assigns. In the event of dissolution of the COLUMBIA CULTURAL TRUST or failure to use the property in accordance with the previously stated purposes, all property shall revert to the Commonwealth.



BOOK 2442 PG 107

IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of the Commonwealth of Massachusetts to be affixed hereto this 5th day of January 1984.

*[Signature]*  
COMMONWEALTH OF MASSACHUSETTS

COMMONWEALTH OF MASSACHUSETTS

*Suffolk*, ss.

*Jan 5*, 1984

Then personally appeared before me the above-named Tunney F. Lee and acknowledged the foregoing to be the free act and deed of the Commonwealth of Massachusetts.

*Carol L. Carleton*  
NOTARY PUBLIC  
My commission expires *MAY 23 1987*



REC'D FEB 6 1984 AT 2-07 PM AND RECORDED

0550

REC'D  
MAY 23 1987

FEB 6 1984

RECORDED



# CITY OF TAUNTON FIRE DEPARTMENT

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

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

**KATE GOVER**  
*Administrative Assistant*

May 5, 2015

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

**RE: Request for Public Use of the Safe Trailer**

Dear Council President and Honorable Council Members;

Attached find a request that I received from Citizen For Citizens Inc to participate in fire safety training at their annual Celebration of Parenthood Event on August 7, 2015 at the PACC. This is a free event open to all citizens of Taunton and I fully recommend and support the Fire Department's attendance.

I am requesting the Council vote and approve the use of the SAFE House trailer for this particular event.

Respectfully,

Timothy J Bradshaw  
Chief of Department  
Taunton Fire

16.



Taunton / Attleboro WIC Program  
**CITIZENS FOR CITIZENS, INC.**  
ONE TAUNTON GREEN  
TAUNTON, MASSACHUSETTS 02780  
TELEPHONE 508-823-6346  
FAX 508-226-4543

*"An Equal Opportunity Employer"*

JAMES E. DOLIN  
PRESIDENT  
  
MARK A. SULLIVAN, JR.  
EXECUTIVE DIRECTOR  
  
DARLENE HORTON  
PROGRAM DIRECTOR

May 4, 2015

Timothy J. Bradshaw, Fire Chief  
Central Fire Station  
50 School Street  
Taunton, MA 02780

**RECEIVED**  
**TAUNTON FIRE DEPARTMENT**

MAY 05 2015

Dear Chief Bradshaw,

**50 SCHOOL STREET**  
**TAUNTON, MA 02780**

It has been our pleasure to have members of the Taunton Fire Department participate in the CFC Taunton Attleboro WIC "Celebration of Parenthood" in recent years. We hope that the department will participate again this year, as fire safety education saves lives.

This year's Celebration will be held on Friday August 7 from 10:00 AM to Noon at the P.A.C.C. The family fun and resource event seeks to connect families, especially those with young children to health, safety, and children's resources.

Would it be possible to have the fire safety house in the parking lot at the P.A.C.C.? Please let me know if you would like a resource table inside as well. It would provide additional education and would direct people to visit the fire safety house.

Thank you for your time and for all that the Taunton Fire Department does for the community.

Sincerely,

Diana Martell, Community Coordinator  
CFC Taunton Attleboro WIC Program  
508-823-6346

**Citizens For Citizens, Inc.**  
508-679-0041  
264 GRIFFIN STREET, FALL RIVER, MASSACHUSETTS 02724



*"This Institution is an Equal Opportunity Provider"*

# CITY OF TAUNTON

MASSACHUSETTS

DEPARTMENT OF PUBLIC BUILDINGS



WAYNE E. WALKDEN  
SUPERINTENDENT OF BUILDINGS

17.  
CITY HALL  
15 SUMMER STREET  
TAUNTON, MA 02780-3464  
(508) 821-1015  
FAX (508) 821-1019

May 1, 2015

Honorable Mayor Hoye  
Members of the Municipal Council  
141 Oak St.  
Taunton, MA 02780

Dear Mayor Hoye and City Councilors:

I am requesting permission to transfer a total of \$6,000.00 from Public Building Repairs Expenses into City Hall Expenses due to the severe winter we had. We need extra money to pay utility invoices.

\$5,000.00 from Account # 1-493-202-5269 to account # 1-192-202-5212

\$ 600.00 from Account # 1-493-202-5269 to account # 1-192-202-5230

\$ 400.00 from Account # 1-493-202-5269 to account # 1-192-202-5211

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Wayne E. Walkden".

Wayne E. Walkden  
Superintendent of Buildings

COUNCIL ORDER TRANSFER REQUEST

DATE: 5/1/2015

DEPARTMENT REQUESTING Building Dept.

AMOUNT REQUESTING: \$6,000.00

REASON FOR REQUEST: Need more monies to pay utilities. (Gas, electric)

\*\*\*\*\*

Please list below the account number/name for the requested transfer.

If requesting monies from AVAILABLE FUNDS check here:     X    

TRANSFER FROM: 1 - 493 - 5200 - 5269  
NAME: Public Building Repairs  
BEGINNING BALANCE: \_\_\_\_\_  
AMOUNT: \$5,000.00  
BALANCE REMAINING: \_\_\_\_\_

TRANSFER TO: 1 - 192 - 5200 - 5212  
NAME: City Hall Maint.  
BEGINNING BALANCE: \_\_\_\_\_  
AMOUNT: \$5,000.00  
NEW BALANCE: \_\_\_\_\_

\*\*\*\*\*

TRANSFER FROM: 1 - 493 - 5200 - 5269  
NAME: \_\_\_\_\_  
BEGINNING BALANCE: \$0.00  
AMOUNT: \$600.00  
BALANCE REMAINING: \$0.00

TRANSFER TO: 1 - 192 - 5200 - 5230  
NAME: \_\_\_\_\_  
BEGINNING BALANCE: \$0.00  
AMOUNT: \$600.00  
NEW BALANCE: \$0.00

DEPARTMENT HEAD SIGNATURE: *Wayne Walker*  
TITLE: \_\_\_\_\_

\*\*\*\*\*

TO BE COMPLETED BY CLERK OF COUNCIL COMMITTEE:

DATE REFERRED TO COMMITTEE ON FINANCE & SALARIES: \_\_\_\_\_

THE ABOVE REQUEST IS HEREBY:      APPROVED      DENIED

AVAILABLE FUNDS TO BE USED (IF REQUESTED): \_\_\_\_\_

IF DENIED, REASON FOR DENIAL: \_\_\_\_\_

COUNCIL ORDER NUMBER ASSIGNED: \_\_\_\_\_

\*\*\*\*\*

FOR COUNCIL ORDER TRANSFERS PLEASE FILL OUT THIS FORM WITH A FORMAL COVER LETTER REQUESTING THE TRANSFER AND SEND A COPY OF BOTH THE LETTER AND THIS FORM TO THE FOLLOWING:

- City Clerk - Original
- Mayor's Office
- Clerk of Council Committee
- City Auditor

COUNCIL ORDER TRANSFER REQUEST

DATE: 5/1/2015

DEPARTMENT REQUESTING Building Dept. (continued)

AMOUNT REQUESTING: \$6,000.00

REASON FOR REQUEST: Need more monies to pay utilities. (Gas, electric, water)

\*\*\*\*\*

Please list below the account number/name for the requested transfer.

If requesting monies from AVAILABLE FUNDS check here:  X

TRANSFER FROM:  1 - 493 - 5200 - 5269   
NAME: Public Building Repairs  
BEGINNING BALANCE: \_\_\_\_\_  
AMOUNT: \$400.00  
BALANCE REMAINING: \_\_\_\_\_

TRANSFER TO:  1 - 192 - 5200 - 5211   
NAME: City Hall Maint.  
BEGINNING BALANCE: \_\_\_\_\_  
AMOUNT: \$400.00  
NEW BALANCE: \_\_\_\_\_

\*\*\*\*\*

TRANSFER FROM: \_\_\_\_\_  
NAME: \_\_\_\_\_  
BEGINNING BALANCE: \$0.00  
AMOUNT: \_\_\_\_\_  
BALANCE REMAINING: \$0.00

TRANSFER TO: \_\_\_\_\_  
NAME: \_\_\_\_\_  
BEGINNING BALANCE: \$0.00  
AMOUNT: \_\_\_\_\_  
NEW BALANCE: \$0.00

DEPARTMENT HEAD SIGNATURE: Wayne Walker  
TITLE: \_\_\_\_\_

\*\*\*\*\*

TO BE COMPLETED BY CLERK OF COUNCIL COMMITTEE:  
DATE REFERRED TO COMMITTEE ON FINANCE & SALARIES: \_\_\_\_\_  
THE ABOVE REQUEST IS HEREBY: \_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED  
AVAILABLE FUNDS TO BE USED (IF REQUESTED): \_\_\_\_\_  
IF DENIED, REASON FOR DENIAL: \_\_\_\_\_  
COUNCIL ORDER NUMBER ASSIGNED: \_\_\_\_\_

\*\*\*\*\*

FOR COUNCIL ORDER TRANSFERS PLEASE FILL OUT THIS FORM WITH A FORMAL COVER LETTER REQUESTING THE TRANSFER AND SEND A COPY OF BOTH THE LETTER AND THIS FORM TO THE FOLLOWING:

- City Clerk - Original
- Mayor's Office
- Clerk of Council Committee
- City Auditor

20.



**CITY OF TAUNTON**  
MASSACHUSETTS

-----  
**PARKS, CEMETERIES & PUBLIC GROUNDS**

**Marilyn A. Greene**  
*Commissioner*

170 Harris Street  
Taunton, MA 02780  
(508) 821-1415  
FAX (508) 821-1065  
E-mail:  
mgreene@taunton-ma.gov

May 4, 2015

Mayor Thomas C. Hoye Jr. and  
Members of the Municipal Council  
Temporary City Hall  
141 Oak Street  
Taunton, MA 02780

Dear Mayor Hoye and Council Members

The City of Taunton has received approval from the Right of Way Coordinator that the Yearly Operational Plan (YOP) has been approved for roadside spraying in the summer.

As in the past, this plan allows for the city to submit a Yearly Operational Plan (YOP) for roadside spraying. The city has submitted a YOP for herbicide treatment as stated in Appendix A.

We are also required to submit a Public Notice in the local paper ten (10) days prior to the application date.

If you have further questions or concerns, feel free to contact me.

Sincerely,

Marilyn A. Greene, Commissioner

21

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114  
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lt. Governor

MATTHEW A. BEATON  
Secretary

JOHN LEBEAUX  
Commissioner

Ms. Marilyn Greene  
Director, Park & Recreation Department  
City of Taunton  
170 Harris Street  
Taunton, MA 02780

April 30, 2015

Dear Ms. Greene

After reviewing the Yearly Operational Plan (YOP) submitted for the **City of Taunton**, 2015, the Department feels the plan adequately satisfies the requirements put forth by the Department for approval.

The Department must be made aware of any compromises or agreements between the applicant and citizen(s) of the municipality, as soon as it/ they are confirmed so that these compromises and or agreements will become part of the YOP. Those compromises or agreements made known to the Department by written confirmation will cause the YOP to be "modified."

Any violations of the Massachusetts Pesticide Control Act, MGL Chapter 132 B or the regulations promulgated thereunder, 333 CMR, inclusive, may subject the responsible party or parties to further agency action and referral of this matter to the Office of the Attorney General, Commonwealth of Massachusetts, or the local District Attorney's Office for civil or criminal prosecution.

Thank you for your cooperation throughout this process. You may contact me at 617-828-3792 with any concerns dealing with the ROW process.

Sincerely,  
**Michael W.  
McClellan**

Michael W. McClellan  
ROW Coordinator

Digitally signed by Michael W. McClellan  
DN: cn=Michael W. McClellan, o=MDAR,  
ou=Pesticide Division,  
email=michael.mcclellan@state.ma.us, c=US  
Date: 2015.04.30 09:12:08 -04'00'





**City of Taunton**  
**2015 Yearly Operational Plan**

Submitted by:  
City of Taunton  
Parks, Cemeteries & Public Grounds Department

Marilyn A. Greene, Commissioner

February 27, 2015

## **Yearly Operational Plan**

A yearly operational plan (YOP) must be submitted to the Department of Agricultural Resources (DAR) every year herbicides are intended for use to maintain public ways (right-of-way). The YOP provides a detailed program for vegetation management including the methods used to identify target vegetation and sensitive areas, planned treatment methods, herbicides and herbicides mixtures and rates for the year.

A five year Vegetation Management Plan (VMP) will be available for review at the Parks, Cemeteries & Public Grounds Office, Board of Health, Conservation Commission and Mayor.

Upon receipt of this YOP, the DAR publishes a notice in the Environmental Monitor. The City must also provide a copy of the proposed YOP and Environmental Monitor notice to the Board of Health, Conservation Commission, and Mayor. The Department allows a 45-day comment period on the proposed YOP beginning with the publication of the notice and receipt of the YOP and Environmental Monitor notice.

Public notification of herbicide application is made at least 21 days prior to the treatment(s) by a separate notice. This Notice is made to the Department of Agricultural Resources, Mayor, Board of Health, the Conservation Commission and the Public Water Supplier.

A Newspaper Notice will also be made at least 48 hours in advance of the treatment(s).

Any comments on this YOP should be made to the person designated herein as the person supervising the YOP or the person performing the treatment.

1. INTRODUCTION

In compliance with Commonwealth of Massachusetts' Rights-of-Way Vegetation Management Regulations (333 CMR 11.00) the City of Taunton's Yearly Operational Plan (YOP) details our vegetation management program for 2015. This YOP is consistent with the terms and procedures set forth in the 2011-2015 Vegetation Management Plan (VMP) for the City of Taunton; with the Massachusetts Pesticide Control Act (Chapter 132B); with all pertinent clauses in Chapter 85 of the Acts of 2000; and with all acts and regulations that apply to public-way (right-of-way) vegetation management.

Vegetation growing along curbing's, within and around paved traffic islands, in cracks in the asphalt, under guiderails along roadways and in areas that cannot be mowed is of a growing concern in Taunton. These areas, along with Poison Ivy and other public nuisance vegetation, can be effectively controlled with the use of herbicide applications.

These treatments will be done under the supervision of a contracted certified applicator in compliance with the public way Integrated Vegetation Management (IVM) program and protocols described in Taunton's VMP.

In order of preference, an Integrated Vegetation Management program on public ways is a combination of cultural, physical, mechanical, and chemical management techniques that control undesirable vegetation in an ecologically sound manner. As with all IVM programs, this program is designed to maximize control of undesirable vegetation while minimizing any potential impact to the environment.

2. THE INDIVIDUAL THAT WILL PERFORM AND SUPERVISE THE HERBICIDE TREATMENT

A licensed herbicide applicator under contract with the City of Taunton will perform the herbicide treatment. Applicators will be certified by the Massachusetts Department of Agricultural Resources.

The Individual who will supervise the YOP and perform herbicide treatment in conjunction with qualified contractors:

Frederick J. Caiozzo, License 10442, Commercial Cat. 40  
Rights of Way Consultant  
Parks, Cemeteries & Public Grounds Department  
170 Harris Street  
Taunton, MA 02780  
Phone: 508-821-1415

The City of Taunton and the contractor will be responsible to insure that the vegetation management activities are conducted in a professional, safe and efficient manner. Special attention will be directed towards minimal environmental impact.

The contractor selected will be qualified and licensed to apply herbicides. "Qualified" means those personnel who have been trained to recognize and identify target and non-target vegetation and are knowledgeable in the safe and proper use of both mechanical and chemical vegetation management techniques.

All contract personnel will also follow all label instructions regarding Personal Protective Equipment (PPE). Applicators will at all times exercise good judgment and common sense during herbicide treatment activities and will immediately stop operations if adverse conditions or other circumstances warrant.

The City of Taunton will rely on the independent contractors and the City operator listed in the YOP for vegetation.

**3. LOCATION OF INTENDED HERBICIDE TREATMENT(S)**

For 2015, the primary treatment areas include, but are not limited to cracks in asphalt, along guiderails, along curbing, within and around paved traffic islands, between sidewalks and the adjacent curbing, and wherever public nuisance vegetation, particularly Poison Ivy is causing a public hazard.

Planned treatment areas and known *Sensitive Areas* are included in the map of Taunton included on the map provided.

A Taunton street listing is also included in Appendix A to cover potential treatment locations for public nuisance and vegetation posing a risk to public safety. Especially for Poison Ivy, predicting the location of all target vegetation along public ways in advance of the active growing season is not possible or practical. In an effort to limit the application of herbicides only to areas that require treatment, the town will, therefore, conduct patrols and treat only those areas in which vegetation poses a public nuisance and/or poses a safety risk to pedestrian or vehicular safety and which cannot be practically treated by the other methods listed in the VMP.

**4. IDENTIFICATION OF TARGET VEGETATION**

The target vegetation for this YOP will be poison ivy and vegetation growing between curbing and sidewalks that pose a safety risk to pedestrian or vehicular safety. Vegetation management crews will exercise care to insure that low-growing vegetation and other non-target organisms are not unreasonable affected by the application of herbicides.

***Nuisance Grass and Herbaceous Growth***

In most instances grass is a desirable plant species. Along the shoulders of roads, grass growth is encouraged and maintained through mechanical mowing. However, in some instances, grasses and other herbaceous plants can be identified as targets in areas where they cause a safety risk. These areas include, but are not limited to along curbing, cracks

in asphalt, along guiderails, within and around paved traffic islands, and between sidewalks and the adjacent curbing.

***Public Nuisance Vegetation***

Public nuisance vegetation includes, but is not limited to poisonous and noxious plant species growing along public ways that pose a health hazard. Noxious vegetation poses a risk to safety and health because of heavy thorns, dense foliage and/or impenetrable stems; examples include but are not limited to Multiflora Rose, Common and Glossy Buckthorn, and Blackberries. Although not the only target species of concern, Poison Ivy is the dominant poisonous plant community along public ways that requires control.

***Vegetation Posing a Risk to Safety***

Vegetation that hampers visibility or impedes movement along public ways often poses a risk to public safety. M.G.L. Chapter 87, Section 5 authorizes tree wardens to have control of “all public shade trees, shrubs, and growths” along public ways. This includes woody plant species and invasive species. A short list of examples includes all tree species considered “street trees”, all shrubs, vines and more specifically, invasive species, particularly Autumn Olive, Japanese Knotweed, Bittersweet and Multiflora Rose. Please note that only vegetation less than 12 feet tall may be foliar treated.

**5. DEFINITION, IDENTIFICATION AND TREATMENT OF SENSITIVE AREAS**

The general definition of *sensitive areas* regulated by 333 CMR 11.04 is as follows:  
...any areas within Rights-of-Way, including No-Spray and Limited-Spray Areas, in which public health, environmental or agricultural concerns warrant special protection to further minimize risks of unreasonable adverse effects.

Protecting these environmentally sensitive sites is accomplished by defining specific *sensitive areas* and establishing buffer zones and treatment restrictions within their borders according to Table 1 below. These *sensitive areas* consist of no-spray zones in which herbicide use is prohibited, larger, limited spray areas where herbicide use is permitted under certain conditions and areas that require special treatment recommendations.

Treatment in limited spray areas require the use of herbicides from the *Sensitive Area Materials List* available at: [www.mass.gov/agr/pesticides/rightofway/index.htm](http://www.mass.gov/agr/pesticides/rightofway/index.htm), following the application restrictions in 333 CMR 11.04 which includes applying minimum labeled herbicide application rate for the control of target species.

**TABLE 1: CONTROL STRATEGIES FOR SENSITIVE AREAS**

Table Compiled by Jeffrey M. Taylor, Vegetation Control Service, Inc.

Sensitive Area	Limited Spray and No-Spray Areas (feet)	Control Method	Restriction Code
Public Ground Water Supplies	400'	Mechanical Only	None
Primary Recharge Area	Designated buffer zone or 1/2 mile radius	Mechanical, Recommended Herbicides*	24 months
Public Surface Water Supplies (Class A & Class B)	100' 100'-400'	Mechanical Only Recommended Herbicides	None 24 months
Tributary to Class A Water Source, within 400' upstream of water source	100' 100'-400'	Mechanical Only Recommended Herbicides	None 24 months
Tributary to Class A Water Source, greater than 400' upstream of water source	10' 10'-200'	Mechanical Only Recommended Herbicides	None 24 months
Class B Drinking Water Intake, within 400' upstream of intake	100' 100'-200'	Mechanical Only Recommended Herbicides	None 24 months
Private Drinking Water Supplies	50' 50'-100'	Mechanical Only Recommended Herbicides	None 24 months
Surface Waters	10' 10'-100'	Mechanical Only Recommended Herbicides	None 24 months
Rivers	10' from mean annual high water line 10'-200'	Mechanical Only  Recommended Herbicides	None  12 months
Wetlands	10' 10'-100' [with approved Wetlands Determination per 310 CMR 0.05(3)(a) & 310 CMR 0.03(6)(b)]	Mechanical Only Low-pressure Foliar, CST, Basal, Recommended Herbicides	None 24 months
Inhabited Areas	100' (for high-pressure foliar only)	Recommended Herbicides	12 months
Agricultural Area (Crops, Fruits, Pastures)	100' (for high-pressure foliar only)	Recommended Herbicides	12 months
Certified Vernal Pools	10'	Mechanical Only when water is present	None
Certified Vernal Pool Habitat	10'-outer boundary of habitat	No treatment without approval	
Priority Habitat	No treatment outside the 4 foot paved road exemption without approval of the Natural Heritage Endangered Species Program (NHESP)		

\*Massachusetts recommended herbicides for sensitive sites

**Identification Methods**

As appropriate, *Sensitive Areas* will be identified and marked in the field by trained and experienced individuals.

Two simple descriptions guide the complex identification of the *sensitive areas* defined in 333 CMR 11.04: *Readily identifiable in the field* and *Not readily identifiable in the field*. Readily identifiable in the field areas will be treated, identified and when appropriate, marked according to all applicable restrictions listed in 333 CMR 11.00. Not readily identifiable in the field areas will likewise be treated and marked when appropriate, but they are identified by the use of data marked on maps and collected in the YOP and notification processes before the time of treatment.

The individual(s) assigned the task of identifying and treating *Sensitive Areas* in the field will use the appropriate sources and methods from the following list:

- Town maps, records and institutional knowledge
- Massachusetts Department of Environmental Protection water supply maps and/or GIS mapping layers available through MassGIS
- Water Department, Department of Agricultural Resources (DAR) and Board of Health maps and lists of identified private wells along the ROW
- Correspondence, meetings and input within the forty-five day YOP and twenty-one day municipal right-of-way notification letter review and comment periods and the 48 hour newspaper notification (under 333 CMR 11.06 & 11.07 and Chapter 85 of the Acts of 2000)
- Prior to treatments, an advance point person will verify, identify and where appropriate mark *Sensitive Areas* and any additional areas that may require special precautions
- USGS topographical maps
- Information from MassGIS
- When necessary, confidential information from NHESP
- The assistance of the Conservation Commission
- A copy of the YOP and VMP.

**6. PROPOSED HERBICIDE TREATMENT METHODS**

As identified in the City of Taunton’s VMP, most of the treatment methods are handled using mechanical or hand tools. The proposed method of treatment for the identified areas included in this plan for 2015 will consist of the following:

***Chemical (Herbicide Application) Methods:***

1. **Foliar Treatments:** the selective application of herbicides diluted in water, to the foliage of target vegetation. Two types of equipment for foliar treatments are used: Low volume and high volume. Both treatments use low pressure, below 60

psi at the nozzle, for applications. Foliar applications take place when leaves are fully developed in the spring until early fall.

- a. **Low volume foliar treatments** use a hand pump sprayer or squirt bottles. The herbicide solution is applied to lightly wet the target plant, not to the point of run-off.
- b. **High volume foliar treatments** use truck or tractor mounted application equipment that delivers the herbicide solution through nozzles attached to a hose or boom-mounted equipment. The herbicide solution is sprayed to thoroughly wet the target vegetation using a water based herbicide mixture from a tank and pump on the application vehicle.

2. **Pre-emergent Treatments:** the use of pre-emergent herbicides using the same equipment described in the “foliar treatments” above. Pre-emergent applications are used where season long vegetation control requires “vegetation-free conditions” such as along curbing, sidewalks, under guiderails and on paved traffic islands. Usually, pre-emergent treatments are used in conjunction with foliar applications.

**7. PROPOSED HERBICIDES, CARRIERS, ADJUVANTS AND RATES**

Only Commonwealth of Massachusetts recommended herbicides listed below for use in *Sensitive Areas*—pursuant to 333 CMR 11.04 (1)(d) will be used throughout the town. Complete information on these products is included in Appendix C, Fact Sheets and Appendix D, Labels.

**Table 2: Tank Mix #1 for Curbings, Cracks, Guiderail, Traffic Island Treatments (General Weed Control)**

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. water)
Accord Concentrate	Glyphosate	2-5%
Oust Extra	Sulfometuron Methyl and Metsulfuron-Methyl	10 oz.
Induce (surfactant)	n.a.	64 oz.
Loveland's 38F or other drift retardant	n.a.	4-16 oz.

**Table 3: Tank Mix #2 for Poison Ivy**

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. water)
Accord Concentrate	Glyphosate	2-5%
Escort XP	Metsulfuron-Methyl	1.25 oz.
Induce (surfactant)	n.a.	64 oz.



Loveland's 38F or other drift retardant	n.a.	4-16 oz.
---	------	----------

**Table 4: Tank Mix #3 for Poison Ivy**

Herbicides & Adjuvants	Active Ingredient	Mix Concentration (per 100 gals. water)
Garlon 4*	Triclopyr	4%
Induce (surfactant)	n.a.	64 oz.
Loveland's 38F or other drift retardant	n.a.	4-16 oz.

**8. HANDLING, MIXING AND LOADING HERBICIDE CONCENTRATES**

All herbicides will be handled, mixed and applied strictly by *Label Instructions* and in compliance with all applicable federal and state laws and regulations. All herbicide mixing should be done at the PCPG garage and extreme care shall be exercised during all mixing, handling and loading in order to prevent careless spills or splashes. No herbicide concentrates will be mixed, handled or loaded on a ROW within one hundred (100) feet of a Sensitive Area.

Although it is expected that all the mixed herbicide will be used, any remaining will be stored in accordance with manufacturer's instructions.

**9. ALTERNATE CONTROL TECHNIQUES**

Vegetation management in Taunton is a primarily mechanical treatment techniques program, as described in the VMP.

**Monitoring:** All public ways will be surveyed prior to any scheduled treatment program. Monitoring will be conducted by foot or by vehicle. Monitoring of areas may also result from public requests.

**Maintenance:** All roads will be cleaned annually by the Department of Public Works (DPW) using a street sweeper. Cracking asphalt and sidewalks and other right-of-way defects will be repaired. Ground cover will be used where appropriate to assist in the prevention of undesirable target vegetation growth.

**Record Keeping:** A log of surveyed areas will be kept for future planning and reference purposes. Areas maintained either through physical repair, mechanical or chemical control will be monitored and recorder by the PCPG Department.

**Control Methods:** The decision to use one or a combination of vegetation control techniques will depend upon the site-specific situation. The management tactics selected will control nuisance vegetation in the most environmentally and efficient manner:

A. Physical Controls

- 1. Sealing cracks
- 2. General right-of-way repairs
- 3. Use of ground cover where appropriate
- 4. Cleaning ditches
- 5. Street sweeping

B. Mechanical Controls

- 1. Selective pruning
- 2. Ground cutting
- 3. Mowing

C. Chemical Controls

- 1. Cut stump treatments
- 2. Low pressure foliar treatments
- 3. Basal treatments
- 4. Turf retardants/broadleaf weed control.

**10. TREATMENT RECORDS**

The certified applicator must complete daily vegetation management reports that include:

- A. Date, name and address of certified applicator(s)
- B. Identification of site or work area
- C. List of crew members
- D. Type of equipment and hours used
- E. Method of application and description of target vegetation
- F. Amount, concentration, product name of herbicide(s), adjuvants, and dilutants (EPA registration numbers must be on file)
- G. Weather conditions
- H. Notation of any unusual conditions or incidents, including public inquiries
- I. Recording and/or verification of sensitive areas on ROW maps

**11. REMEDIAL PLAN TO ADDRESS SPILLS AND RELATED ACCIDENTS**

This section is offered as a general procedural guide for responding to chemical spills or related accidents (related accidents include but are not limited to fire, poisoning and vehicle accidents). The following is, therefore, a guide to the items that *shall be* available to the applicator on site in the event of a chemical spill or emergency.

Although education and attention will constantly be directed at accident and spill prevention, in the event of a spill, immediate action will be taken to contain the spill and protect the spill area (Appendix E: *Herbicide Spill Check List* shall be available on-site to the applicator). Until completely clean, the spill area will be protected by placing barriers, flagging or crew members at strategic locations, as appropriate. If a fire is involved, care will be taken to avoid breathing fumes from any burning chemicals.

Minor spills will be remedied by soaking up the spill with adsorption clay or other adsorptive material and placed in leak proof containers, removed from the site and disposed of properly. Dry herbicides, such as granulars, will be swept up or shoveled up directly into leak proof containers for proper disposal. When applicable, all contaminated soil will be placed in leak proof containers, removed from the site and disposed of properly. When applicable, activated charcoal will be incorporated into the soil at the spill location at a rate of several pounds per thousand square feet to inactivate any herbicide residue. Any minor spill will be reported to the DAR, Pesticide Bureau.

Major spills will be handled in a similar manner as minor spills, except in cases where the spill cannot be contained and/or removed by the crew. In this case the Southeast Department of Environmental Protection Emergency Response Section and the Pesticide Bureau must be contacted.

***Types of Chemical Spills that Require Action***

Chemicals include, but are not limited to the following:

- Herbicides
- Bar and Chain Oil
- Motor and Hydraulic Oil/Fluids
- Diesel Fuel
- Gasoline
- Title 3 Hazmat Materials

***Required Spill Response Equipment***

As a minimum, the treatment crew should have available on the job site:

- YOP with Emergency Contact List
- MSDS
- Product Label
- Product Fact Sheets (when applicable)
- Appropriate absorbent material
- Shovel
- Broom
- Flagging
- Leak Proof Container
- Heavy-duty Plastic Bags

***Personal Contact***

In the event of **Personal Contact** with hazardous chemicals:

- Wash affected area with plenty of soap and water
- Change clothing which has absorbed hazardous chemicals
- If necessary, contact a physician
- If necessary, contact the proper emergency services
- If necessary, follow the procedures for Major or Minor Spills as outlined below
- Avoid breathing the fumes of hazardous chemicals

***Reference Tables (information subject to change as necessary)***

**Table 5: Herbicide Manufacturers**

MANUFACTURER	TELEPHONE NUMBER	SPECIAL INSTRUCTIONS
Dow Agro Sciences	(800) 992-5994	
E.I. du Pont de Nemours and Co.	(800) 441-3637	Medical Emergencies

**Table 6: State Agencies**

STATE AGENCY	TELEPHONE NUMBER	SPECIAL INSTRUCTIONS
DAR, Pesticide Bureau	(617) 626-1700	A.S.A.P. (within 48 hours)
Massachusetts Department of Environmental Protection, Emergency Response Section	Main Office: (888) 304-1133  Southeast Region: (508) 946-2700	For emergencies involving reportable quantities of hazardous materials, call within 2 hours. Required info: City/town, Street address, Site name (if applicable), material, quantity released, environment impacted
Massachusetts Poison Information Centers	800-682-9211	for medical emergencies involving suspected or known pesticide poisoning symptoms

**Table 7: Emergency Services**

EMERGENCY SERVICE	TELEPHONE NUMBER	SPECIAL INSTRUCTIONS
Massachusetts State Police - Middleboro	(508) 993-2016	
City of Taunton Emergency	911	
ChemTrec	(800) 424-9300	
Clean Harbors	(800) OIL-TANK	
Pesticide Hotline	(800) 858-7378	PST: 6:30 am-4:30 pm, web: <a href="http://www.NPIC.orst.edu">www.NPIC.orst.edu</a>

**City of Taunton contact(s) in the case of a spill or accident:**

Police Department  
Call: 508-822-7522

Fire Department  
Call: 508-824-4022

Board of Health  
Call: 508-821-1400

**Proposed YOP Locations for Roadside Spraying  
Summer, 2015**

**Appendix A  
Locations of Intended Herbicide Treatments**

Rte. 140	Alfred Lord Blvd. to Hart Street
Rte. 44	Warner Blvd. to Dean Street Railroad Track
Rte. 138	Baker Road to East Britannia Street
Middleboro Ave	Hart & Middleboro Ave. to Caswell Street
Arlington Street	Corner of School & Floral Street to Rte. 44
Gordon Owen Riverway	Rte. 44 to Rte 140 County Street
Norton Avenue	Tremont to Taunton Educational Complex
Washington Street	Tremont Street to Bay Street
Weir Street	High Street to Walker Park
East Water Street	Bridge to Weir Riverfront
High Street	Ingell Street to Cohannet Street
Cohannet Street	Downtown to Highland Street
North Walker Street	Rte. 44 to Tremont Street
Oak Street	Washington St. to Highland Street
Bay Street	Broadway to Morey's Dam
Clifford Street	Shore Street to Kilmer Avenue
Monroe Street	Broadway to Bay Street
Sheridan Street	Kilmer Ave. to End
Second Street	Somerset Ave. to End

Williams Street

County to Powers Street

Stevens Street

Hart Street to Rte. 140



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**CITY OF TAUNTON**  
**Contributory Retirement System**  
104 Dean Street, Suite 203  
Taunton, Massachusetts 02780  
(508) 821-1052 Fax (508) 821-1063  
[www.tauntonretirement.com](http://www.tauntonretirement.com)

**BOARD OF  
RETIREMENT**

**Chairperson:**  
Ann Marie Hebert, City Auditor

**Elected member:** Dennis M. Smith  
**Elected member:** Peter H. Corr  
**Mayoral appointee:** Gill E. Enos  
**Board appointee:** Barry J. Amaral

**STAFF**  
**Executive  
Director:**  
Paul J. Slivinski

**Assistant  
Director:**  
Kathy A. Maki

May 1, 2015

Hon. Thomas C. Hoye, Jr.  
Estele C. Borges, Council President and  
Members of the Taunton Municipal Council  
141 Oak St., Temporary City Hall  
Taunton, MA. 02780

Dear Mayor Hoye and Councilors:

Please be advised of the Age-65-mandatory retirement for Superannuation of Robert F. Casey, an employee of the Taunton Police Dept., effective May 31, 2015 under the provisions of section 5 of Chapter 32 of the General Laws of Massachusetts.

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

Respectfully yours,

Paul J. Slivinski, CPP  
Executive Director

cc: Robert F. Casey  
Edward Walsh, Police Chief  
Human Resources  
City Auditor  
City Treasurer  
City Clerk  
File

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# TAUNTON PLANNING BOARD

City Hall  
15 Summer Street  
Taunton, Massachusetts 02780

Denise J. Paiva, Secretary

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

May 5, 2015

Honorable Thomas Hoye, Mayor  
Members of the Municipal Council  
141 Oak St., Maxham School  
Taunton, Ma. 02780

C/O Rose Marie Blackwell, City

**Re: Site Plan Review – 24 Winthrop Street - Office Building**

Dear Mayor Hoye and Members of the Municipal Council:

Please be advised the Taunton Planning Board received a Site Plan Review for property at 24 Winthrop Street for the construction of a 9,000 square foot, 2.5 story office building with 22 parking spaces submitted by Carl Malloch, Jr., 113 Padelford, Berkley, Ma.

The DIRB will meet on this on **Tuesday, May 19, 2015 at 9:45 AM** in the Taunton Planning Board Office, 15 Summer St., Annex Bldg., and then the Planning Board will meet on this proposal on **Thursday, June 4, 2015 at 5:30 PM** at Chester R Martin Municipal Council Chambers, 141 Oak St., Taunton, Ma.

Respectfully yours,

Robert P. Campbell, Chairman  
Taunton Planning Board

RPC/ djp





CITY OF TAUNTON  
MASSACHUSETTS

-----  
PARKS, CEMETERIES & PUBLIC GROUNDS

Marilyn A. Greene  
Commissioner

170 Harris Street  
Taunton, MA 02780  
(508) 821-1415  
FAX (508) 821-1065  
E-mail:  
mgreene@taunton-ma.gov

May 7, 2015

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

Dear Mayor Hoye and Council Members:

The Parks, Cemeteries & Public Grounds Department is in the process of accepting applications for seasonal positions (Hopewell Pool, Park Maintenance & Hopewell Security). These positions will be paid out the General Operating Budget.

Some of these positions will be filled by former experienced staff or certified/qualified applicants. These positions are also exempt from all city benefits and receive the seasonal determination under MA Division of Unemployment. Specific information is as follows:

*Lifeguards* must be at least 16 years of age and have American Red Cross or YMCA Lifeguard Training, Standard First Aid and CPR. These positions will be paid out of the General Operating Budget.

*Park Maintenance & Hopewell Evening Security* must be at least 18 years of age and be full-time college students. They must hold a valid driver's license.

All positions are subject to CORI Approval.

We request your approval of the following estimated number of positions:

(1)	Pool Director	\$16.00 per hour	(9 weeks)
(2)	Head Guards (WSI)	\$13.25 per hour	(9 weeks)
(3)	WSI Lifeguards	\$11.25 to \$11.75 per hour	(8 weeks)
(10)	Lifeguards	\$10.00 to \$10.50 per hour	(8 weeks)
(4)	Bathhouse/Gate	\$9.75 per hour	(8 weeks)
(8)	Park Maintenance	\$10.00 to \$12.00 per hour	(12 weeks)
(4)	Hopewell Security	\$12.00 per hour	(15-20 weeks)
(1)	Summer Director	\$22.50 per hour*	(9 weeks)
(1)	Asst. Director	\$20.50 per hour*	(9 weeks)
(1)	Extended Day Coordinator	\$15.75 per hour	(9 weeks)

\*MA Certified Teachers with Master's Degree in Education

If you require further information, feel free to contact me.

Respectfully,

Marilyn A. Greene, Commissioner



**CITY OF TAUNTON  
MASSACHUSETTS**

**PARKS, CEMETERIES & PUBLIC GROUNDS**

**Marilyn A. Greene**  
*Commissioner*

170 Harris Street  
Taunton, MA 02780  
(508) 821-1415  
FAX (508) 821-1065  
E-mail:  
mgreene@taunton-ma.gov

May 7, 2015

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

Dear Mayor Hoye and Council Members:

The Parks, Cemeteries & Public Grounds Department is in the process of accepting applications for seasonal positions (Summer Counselors, Tennis, Basketball & Track Monitors). These positions will be paid out of user fees generated from registration fees under the department's Revolving Account.

Some of these positions will be filled by former experienced staff or certified/qualified applicants. These positions are also exempt from all city benefits and receive the seasonal determination under MA Division of Unemployment. Specific information is as follows:

All Candidates must be at least 18 years of age and have American Red Cross Standard First Aid and CPR.

All positions are subject to CORI Approval.

We request your approval of the following positions:

CPR/First Aid Certified	\$10.00-\$11.25 per hour	Graduating High School Seniors/College (First Year no experience)
	\$11.50 - \$11.75 per hour	Prior Year Experience (College Students)
Teachers/Aides	\$12.25 - \$12.75 per hour	Associates Degree or Prior Year Experience
Certified Teachers	\$13.00- \$13.75 per hour	Bachelor's Degree and/or State License Teacher Cert.
	\$15.00 per hour	Master's Degree
Non-Certified Position	\$9.75 per hour	Basketball, Track or other Special Event

The exact number of employees will be determined by the enrollment in the programs for a period of no more than (9) weeks. If you require further information, feel free to contact me.

Respectfully,  
*Marilyn A. Greene*

Marilyn A. Greene, Commissioner

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

Mayor Thomas Hoye and Members of the Taunton City Council  
City Hall  
15 Summer Street  
Taunton, Massachusetts

April 24, 2015

RE: Holy Spirit Crowning/Processions  
Sunday, May 24, 2015 at 10:00am and again, at approximately 12:30pm

Dear Mayor Hoye and Members of the Taunton City Council

First of all, I would like to thank our Mayor, our City Council and Police Department for the much appreciated response and assistance they provide to Saint Anthony's Parish family and Parish sponsors, be it our Romaria Prayer Walk, Pilgrimages or Processions in honor of Our Lady of Fatima and the Holy Spirit. We are truly grateful for your generous support. Thank you.

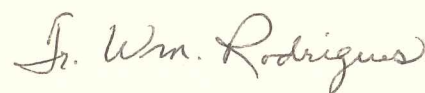
I, Father William M. Rodrigues, pastor of St. Anthony Church, 126 School Street, Taunton, Massachusetts, hereby request, again this year, permission to hold two Holy Spirit Crowning/Processions on Sunday, May 24, 2015.

The following are the routes for these Crowning/Processions:

There will be two processions in honor of the Holy Spirit on Penecost Sunday, May 24, 2015, namely:

- a. The ROUTE for the main/first Holy Spirit Crowning/Procession on May 24<sup>th</sup> will be: Organize in the church's back parking lot at 10:00am; leave parking lot and take a RIGHT onto Washburn Street, another RIGHT onto Washington Street, another RIGHT onto Benefit Street, and a final RIGHT onto School Street back to the Church.
- b. The ROUTE for the second brief Holy Spirit Crowning/Procession on May 24<sup>th</sup> will be: Leave Church approximately 12:30pm; take a LEFT onto School Street; another LEFT onto East Broadway; another LEFT onto Washington Street; LEFT onto Washburn Street; and a final LEFT into St. Anthony's parking lot.

Respectfully submitted,



Father William M. Rodrigues





**Bay State College**  
Where Your Success Matters.

May 5, 2015

Mayor Thomas Hoyer  
Town Hall  
141 Oak Street  
Taunton, MA 02780

Mayor Hoyer:

Please accept this letter as a request to install trailblazer signs in four locations in Taunton.

- 2005/2007 Bay Street, adjacent to North Woods Medical Center: "Bay State College Next Left"
- Bay Street, eastbound side of Mill River bridge: "Bay State College  1.5 miles"
- At top of Exit 9 (495 North) Exit ramp on grass median: "Bay State College "
- Westbound side of Bay Street at Rte. 495 light: "Bay State College ½ mile ahead"

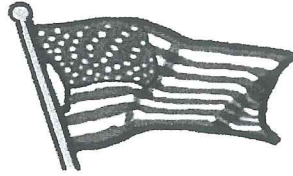
We have been at our new location, at the head of the Myles Standish Industrial Park for almost 1 ½ years and we couldn't be happier. Enrollments are up. Students are happy. Everyone from the townspeople, the companies in the Park, to town and school officials have been welcoming. We couldn't be more pleased with our new campus location. And we remain committed to educating students with our core values in mind (Quality, Respect, Support).

If you or any of the town councilors who were not here for the ribbon cutting, would like a tour, I'd be happy to arrange.

Kind Regards,

Chip Bergstrom  
Vice President of Enrollment & Marketing

Cc: Taunton City Council



RECEIVED  
CITY CLERK'S OFFICE

2015 MAY -8 A 10:01

TAUNTON, MA

CITY CLERK

MAY 12, 2015

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

**PLEASE NOTE:** ***THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR TUESDAY, MAY 12, 2015 AT 5:30 P.M. AT THE TEMPORARY CITY HALL AT MAXHAM SCHOOL, 141 OAK STREET, TAUNTON, MA. 02780, IN THE CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS***

5:30 P.M.

**THE COMMITTEE ON FINANCE & SALARIES**

1. MEET TO REVIEW THE WEEKLY VOUCHERS & PAYROLLS FOR CITY DEPARTMENTS
2. MEET TO REVIEW REQUESTS FOR FUNDING
3. MEET TO REVIEW CITY OF TAUNTON FY 2014 AUDIT AND OPEB REPORT
4. MEET TO REVIEW MATTERS IN FILE

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

**THE COMMITTEE ON PUBLIC PROPERTY**

1. MEET WITH THE POLICE CHIEF AND THE PARKING COMMISSION TO DISCUSS THE PARKING DECK
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***

**THE COMMITTEE ON THE DEPARTMENT OF PUBLIC WORKS**

1. MEET WITH THE DPW TEAM TO DISCUSS REQUEST OF TAUNTON DEVELOPMENT/MASS DEVELOPMENT CORPORATION TO ENTER CHARLES F. COLTON ROAD WHICH IS CURRENTLY UNDER THE 5 YEAR MORATORIUM
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***

**THE COMMITTEE OF THE COUNCIL AS A WHOLE**

1. MEET WITH THE CHARLES CROWLEY MEMORIAL COMMITTEE TO DISCUSS CHANGING THE NAME OF THE OAKLAND FIRE STATION TO THE CHARLES CROWLEY OAKLAND FIRE STATION
2. MEET FOR A PRE-REVIEW HEARING ON SPECIAL PERMIT FOR A MEDICAL MARIJUANA DISPENSARY ON LOT 119-65 REVOLUTIONARY DRIVE
3. MEET WITH THE CITY SOLICITOR AND HUMAN RESOURCE DIRECTOR TO DISCUSS TAUNTON POLICE PATROLMEN'S ASSOCIATION CONTRACT.
4. MEET WITH JOHN BRENNAN, ADMINISTRATOR OF THE TAUNTON NURSING HOME TO DISCUSS DEFICIENCY AT THE NURSING HOME
5. MEET TO REVIEW MATTERS IN FILE.

**PLEASE NOTE:**

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

RESPECTFULLY,



COLLEEN M. ELLIS  
CLERK OF COUNCIL COMMITTEES