



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

~
AUGUST 9, 2016 – 7:00 PM

**INVOCATION
ROLL CALL
RECORDS**

HEARING: NONE

COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

COMMUNICATIONS FROM CITY OFFICERS

- Pg. 1 Com. from Executive Director of Retirement – Notifying of a retirement
- Pg. 2 Com. from Taunton Police Dive Team Commander Sergeant Matt McCaffrey – Notifying of a donation
- Pg. 3 Com. from City Auditor – Requesting to meet with Committee on Finance and Salaries
- Pg. 4 Com. from Chairman, Taunton Planning Board – Notifying of a public meeting
- Pg. 5 Com. from Chairman, Taunton Planning Board – Notifying a public meeting
- Pg. 6 Com. from Commissioner, Parks, Cemeteries and Public Grounds – Liberty & Union Plaza renovations
- Pg. 7-14 Com. from City Solicitor – Submitting Further Extension to Police-Fire-EMS Agreement with Mashpee Wampanoag Tribe

COMMUNICATIONS FROM CITIZENS

- Pg 15. Com. from Supervisor of Buildings and Grounds, Bristol-Plymouth Regional Technical School, 207 Hart St., Taunton – Requesting a waiver of fees

RECEIVED
CITY OF TAUNTON OFFICE
2016 AUG -5 11 A 11:31
TAUNTON, MA
CITY CLERK

PETITIONS

Junk Collector and Junk Dealer

Petition submitted by Shane Bryant, 107 Broadway, Raynham requesting a NEW Junk Collector and Junk Dealer License for One Way Recycling located at 22 Fifth Street Rear, Taunton.

Claim

Claim submitted by Richard Capelo, 236 Williams St., Ext., Taunton seeking reimbursement for damages to his automobile due to a large limb breaking off a City tree across the road from his driveway and hitting his vehicle.

COMMITTEE REPORTS

UNFINISHED BUSINESS

ORDERS, ORDINANCES AND RESOLUTIONS

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

AN ORDINANCE

Chapter 12

Licenses and Miscellaneous Business Regulations

Sec. 12-4

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

SECTION 1. That section 12-4 of Revised Ordinances of the City of Taunton be amended by inserting, after paragraph (h), a new paragraph (i) as follows:

- (i) *Authority.* This ordinance is promulgated in accordance with Massachusetts General Law, c. 6, §172B½ and Public Law 92-544.

SECTION 2. All ordinances or parts thereof inconsistent herewith are hereby repealed. This Ordinance shall become effective immediately upon passage.

Order for a first reading to be passed to a second reading

Ordered That,

\$649,000.00 is appropriated to pay costs of developing a public park, for recreational purposes, along the Taunton River, expected to be known as the Weir Village Riverfront Park, belonging to the City of Taunton (the "City"), located at 414 West Water Street, and shown on Assessor's Map 92, Parcel 331, including, but not

limited to, a walking path, new lighting, and public access, and all other costs incidental and related thereto (the "Project"), for which project the City has been awarded a grant from The Commonwealth of Massachusetts (the "Commonwealth") through its Parkland Acquisitions and Renovations for Communities ("PARC") grant program; the Treasurer, with the approval of the Mayor, is authorized to borrow \$649,000 under G.L. c.44, §7(25) or any other enabling authority, provided that the amount authorized to be borrowed for the Project shall be reduced by the amount of grants, reimbursements and/or any other funds available to pay costs of the Project, received prior to the issuance of bonds or notes for the Project;

That said Project be developed for municipal purposes, namely open space and recreation purposes, under the provisions of G.L. c.45, §14, as it may hereafter be amended, and other Massachusetts statutes relating to recreation, to be managed and controlled by the Parks, Cemeteries and Public Grounds Commission of the City;

That the Mayor be authorized to file on behalf of the City any and all applications or agreements deemed necessary for grants and/or reimbursements from the Commonwealth under the Urban Self-Help Act (301 CMR 5.00) and to accept any such grants and/or other monies; and that the Mayor be authorized to enter into all agreements and to accept any other grants and sources of funding for the Projects, and execute any and all instruments as may be necessary on behalf of the City to affect said Project; and

That the Treasurer is authorized to file an application with the appropriate officials of the Commonwealth to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by this Order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

Order for a first reading to be passed to a second reading

Ordered That,

\$535,000.00 is appropriated for the cost of environmental remediation of hazardous materials from the former F.B. Rogers Silver Factory, belonging to the City of Taunton (the "City"), located at 414 West Water Street, and shown on Assessor's Map 92, Parcel 331, including but not limited to, excavation of impacted soils, sampling, offsite disposal of soils, removal and disposal of subsurface concrete, and all other costs incidental and related thereto; that to meet this appropriation the Treasurer with the approval of the Mayor is authorized to borrow \$535,000 under G.L. c.44, §7(25) or §7(32) or any other enabling authority;

That the Mayor be and is hereby authorized to enter into any and all contracts and other agreements necessary for the remediation of hazardous materials from the former F.B. Rogers Silver Factory, and is further authorized to take any and all other action necessary to carry out the terms, purposes, and conditions to administer any such contracts or agreements, and to effectuate the purposes of this Order; and

That the Treasurer is authorized to file an application with the appropriate officials of The Commonwealth of Massachusetts (the "Commonwealth") to qualify under Chapter 44A of the General Laws any and all bonds of the City authorized by this

Order, and to provide such information and execute such documents as such officials of the Commonwealth may require in connection therewith.

NEW BUSINESS

Respectfully submitted,

A handwritten signature in black ink that reads "Rm Blackwell". The signature is written in a cursive, flowing style.

Rose Marie Blackwell

City Clerk



**BOARD OF
RETIREMENT**

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

CHAIRMAN
Ann Marie Hebert

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

**EXECUTIVE
DIRECTOR**
Paul J. Slivinski

**ASSISTANT
DIRECTOR**
Kathy A. Maki

August 1, 2016

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

Dear Mayor Hoye:

Please be advised of the retirement for Superannuation of John Reardon, an employee of the Taunton Police Department on August 31, 2016 under the provisions set forth in Section #5 of Chapter 32 of the General Laws of Massachusetts.

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

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

Respectfully yours,

Karen Medeiros
Administrative Assistant

cc: J. Reardon
E. Walsh, Police Chief
Treasurer
Auditor
HR
City Clerk
file

retirement letter

21

Taunton Police Dive Team



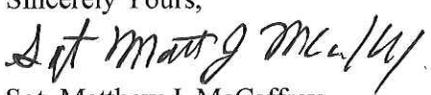
Sgt. Matthew J. McCaffrey
Dive Team Commander
23 Summer Street
Taunton, MA 02780
508-824-7522

Mayor Thomas Hoyer &
City of Taunton Municipal Council
141 Oak Street
Taunton, MA 02780

Dear Mr. Mayor & City Councilors,

I would like to take this opportunity to inform you and the City of Taunton that Paul Rocha of R & F Towing and Recovery, of 35 Dana Street Taunton has generously donated much needed tow straps to the City of Taunton's Police Dive Team. R & F Towing and Recovery is committed to helping our community and it is sincerely noted and appreciated. Their donation not only benefits the residents of Taunton but all surrounding communities in Southeastern Massachusetts.

Thank you for your time and continued support.

Sincerely Yours,

Sgt. Matthew J. McCaffrey
Dive Team Commander



**CITY OF TAUNTON
AUDITOR'S OFFICE**

141 Oak Street

Taunton, Massachusetts 02780
(508) 821-1012 Fax (508) 821-1088
(e-mail: ahebert@taunton-ma.gov)
(e-mail: ifortes@taunton-ma.gov)

Ann Marie Hebert, CGA
City Auditor

Ian Fortes
Assistant

3.

August 1, 2016

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

Dear Mayor Hoye and Council:

This office is currently finalizing the encumbrances and year end transfers for city departments as of June 30, 2016.

I wish to present this information to the Municipal Council Committee on Finance and Salaries at the meeting scheduled for August 16, 2016. I will be present at the meeting in case there are any questions regarding the encumbrances and/or transfers, to help expedite the approval process of these items.

I will have the above reference reports submitted as part of the agenda packet for the August 16, 2016 meeting.

Thank you in advance for your attention to this matter,

Respectfully,

Ann Marie Hebert

Ann Marie Hebert
City Auditor



TAUNTON PLANNING BOARD

City Hall
15 Summer Street
Taunton, Massachusetts 02780

Denise J. Paiva, Secretary

Phone 508-821-1051

Fax 508-821-1665

August 2, 2016

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

C/O Rose Marie Blackwell, City Clerk

RE: Site Plan Review – 207 Hart Street

Dear Mayor Hoye and Members of the Municipal Council:

The Taunton Planning Board has received a Site Plan Review for property at 207 Hart Street for the construction of 2 proposed parking lots (113 spaces & 56 spaces) with all drainage appurtenances, submitted by Bristol Plymouth Technical School.

The DIRB will be meet to review this petition on **Tuesday, August 23, 2016 at 9:00 AM** in the Taunton Planning Board Office, 15 Summer St., Annex Bldg., and the Taunton Planning Board will meet to review this petition on **Thursday, September 1, 2016 at 5:30 PM** in the Chester R Martin Municipal Council Chambers, 141 Oak St., Taunton, Ma.

Respectfully yours,

Robert P. Campbell (djp)

Robert P. Campbell, Chairman
Taunton Planning Board

RPC/ djp



TAUNTON PLANNING BOARD

City Hall
15 Summer Street
Taunton, Massachusetts 02780

Denise J. Paiva, Secretary

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

August 2, 2016

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

C/O Rose Marie Blackwell, City Clerk

RE: Site Plan Review – 70 Weir St.

Dear Mayor Hoye and Members of the Municipal Council:

The Taunton Planning Board has received a Site Plan Review for property at 70 Weir Street for the operation of a 30 foot Food Trailer, submitted by Robert Asack, Trustee of Matthew Realty Trust.

The DIRB will be meet to review this petition on **Tuesday, August 23, 2016 at 9:30 AM** in the Taunton Planning Board Office, 15 Summer St., Annex Bldg., and the Taunton Planning Board will meet to review this petition on **Thursday, September 1, 2016 at 5:30 PM** in the Chester R Martin Municipal Council Chambers, 141 Oak St., Taunton, Ma.

Respectfully yours,

Robert P. Campbell (cage)

Robert P. Campbell, Chairman
Taunton Planning Board

RPC/ djp



CITY OF TAUNTON
MASSACHUSETTS

PARKS, CEMETERIES & PUBLIC GROUNDS

Marilyn A. Greene
Commissioner

6.
170 Harris Street
Taunton, MA 02780
(508) 821-1415
FAX (508) 821-1065
E-mail:
mgreene@taunton-ma.gov

August 1, 2016

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

Dear Mayor Hoye and Council Member:

The Liberty & Union Plaza located on Main Street in Taunton is in much need of upgrades to comply with ADA requirements as well as public safety. This park was dedicated in 1980 and the entire area is now obsolete and in serious need for improvement. The current cement structure design is no longer appropriate for today's use.

After checking with the Division of Conservation Services, as long as the site continues to be maintained, the park can be renovated and used in perpetuity as a park.

I have recently had several conversations with the Police Department, Downtown Improvement District as well as meeting with Mayor Hoye and Chief of Staff Alyssa Haggerty concerning improvements to the Liberty & Union Park.

The Park & Recreation Commission is proposing that we remove all elevated cement areas as well as the picnic table area to the left of this park. Once the area is completely level, we would then redesign the area as an open grass area to be used for outdoor community events (concerts, movies, outdoor lunch). This open space area will then allow for increased visibility, which will make police monitoring more effective.

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

Sincerely,

Marilyn A. Greene, Commissioner

C.C Park & Recreation Commission
Chief Edward Walsh



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

August 5, 2016

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

RE: Further Extension to Police-Fire-EMS Agreement with Mashpee Wampanoag Tribe

Dear Mayor Hoye and Members of the Municipal Council:

As you will recall, the City and the Tribe entered into a Memorandum of Understanding in November 2015 regarding the provision of police, fire, and emergency medical services. The initial agreement was for a term of 90 days. In February 2016, the agreement was extended for a period of six months, and is set to expire on August 10, 2016.

The recent decision by the federal trial court in the casino litigation did not order the land to be taken out of trust. As of this date, the Secretary of the Interior has taken no action to remove the land from trust. There is a real concern that, should the agreement lapse, the City's police and fire personnel will have no authority to enter upon the land in question.

It is, therefore, in the City's best interest for it to be crystal clear that the City's public safety personnel have the authority to enter and take action upon the subject land. To that end, an extension of the MOU is clearly desirable. Of course, in the event that the land is taken out of trust and conveyed to the Tribe, the land will become subject to the jurisdiction of the City and be treated like any other parcel of land in the City.

It is the recommendation of the Law Department that the City extend the MOU for a period of eight months. The original MOU along with a proposed second amendment thereto are attached for your consideration. I respectfully request that you approve the second amendment to the MOU and authorize the Mayor to execute the same.

Very truly yours,



Jason D. Buffington, Esq.
City Solicitor

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MASHPEE WAMPANOAG TRIBE AND CITY OF TAUNTON,
MASSACHUSETTS, FOR THE IMPLEMENTATION OF THE
INTERGOVERNMENTAL AGREEMENT, DATED MAY 17, 2012.**

SECOND AMENDMENT

This Second Amendment is to the Memorandum of Understanding Between The Mashpee Wampanoag Tribe ("Tribe") And City Of Taunton, Massachusetts ("City" and together with the Tribe, the "Parties"), For The Implementation Of The Intergovernmental Agreement ("IGA"), Dated May 17, 2012 (the "MOU") entered into between the Tribe and City on November 12, 2015 as amended pursuant to the First Amendment dated February 10, 2016 (the "First Amendment"):

RECITALS

- A. The First Amendment was for the purpose of amending Paragraph 5 of the MOU to extend the duration of the MOU for six (6) months; i.e., until August 10, 2016.
- B. Upon the expiration of such six (6) month extension, the Parties desire to extend the duration of the MOU for an additional eight (8) months; i.e., until April 10, 2017.

AGREEMENT

- 1. The Parties hereby agree to extend the duration of the MOU to April 10, 2017.
- 2. Except as set forth in this Second Amendment, all other provisions of the MOU remain in full force and effect in accordance with its terms.
- 3. This Second Amendment shall be effective as of August 11, 2016.

DATED: August 3, 2016

Mashpee Wampanoag Tribe
By: Chairperson Cedric Cromwell

City of Taunton
By: Mayor Thomas C. Hoye, Jr.



10.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE MASHPEE WAMPANOAG TRIBE ("Tribe") AND CITY OF TAUNTON,
MASSACHUSETTS ("City"), FOR THE IMPLEMENTATION OF THE
INTERGOVERNMENTAL AGREEMENT ("IGA"), DATED MAY 17, 2012.

This Memorandum of Understanding ("MOU") is entered into the 12th day of November, 2015. This MOU shall go into effect this date. The Parties agree as follows:

1. FINDINGS:

- a. The Tribe intends to exercise the full extent of its civil and criminal jurisdiction over its Trust Lands and its citizens in accordance with federal law, and the Compact entered into between the Tribe and the Commonwealth of Massachusetts dated March 19, 2013 ("Compact").
- b. The Compact and the IGA do not provide for the delivery of certain services by the State or the City to the Trust Lands during the interim period beginning upon the recordation of the trust deeds for the Trust Lands and ending upon the time the City and or the State is obligated to provide such services under the IGA or the Compact, as the case may be (the "Interim Period").
- c. The IGA requires the Tribe to make payments in lieu of property taxes to the City equivalent to the taxes at the rate on commercial property charged by the City at the time of the recordation of the trust deeds to the Trust Lands, or on the date of the IGA, whichever is greater, plus annual increases as specified in the IGA, which payments in conjunction with other measures specified in the IGA constitute the Tribe's mitigation obligations.
- d. The Parties desire that there be continuous availability of fire and emergency medical services to all citizens, tribal and non-tribal, on the Trust Lands and a smooth transition from state and local criminal jurisdiction to tribal and federal criminal jurisdiction over tribal citizens.

2. AUTHORITY:

- a. The Tribe is a federally recognized Indian tribe. The Tribe acts through its Tribal Council as authorized by the Constitution of the Mashpee Wampanoag Tribe, article VI, sections 2A and 2D.
- b. The City is a political subdivision of the State and is a municipal corporation in Bristol County, Massachusetts. The City acts by its Mayor and Municipal Council as authorized by its city charter and the Constitution, General Laws, and special laws of the Commonwealth of Massachusetts, including, but not limited to, Article LXXXIX of Amendments to the Massachusetts Constitution and G.L. c. 40, § 4.

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3. PURPOSE:

The purpose of this MOU is to implement the IGA between the Parties in order to provide for the continuous delivery of fire and emergency medical services to tribal and non-tribal citizens on the Trust Lands during the Interim Period and specifying the means by which the City and State shall access the Trust Lands to continue to exercise criminal jurisdiction over non-Native Americans.

4. DEFINITIONS:

- a. "City Officer" means a law enforcement officer employed by the City.
- b. "Designated Representative" means Kevin Frye or such other person so designated by the Tribe upon delivery of written notice thereof to the City. Such notice shall include both telephone and e-mail contact information for the Designated Representative.
- c. "Law Enforcement Activities" means the (i) investigation and the enforcement of State and local criminal laws and (ii) Routine Patrols.
- d. "Native American" means a duly enrolled member of the Tribe evidenced by a Tribally issued enrollment card bearing a photograph or confirmation by a duly authorized Tribal representative.
- e. "Notice" shall mean telephonic or electronic message at such telephone number or e-mail contact address as specified from time to time to the City's Chief of Police by the Designated Representative.
- f. "Notice Period" shall mean no more than twelve (12) hours from the occurrence of the identified act provided that if under the circumstances it is not reasonably practicable to provide Notice within twelve (12) hours from the occurrence of the identified act, then as soon as reasonably practicable following the occurrence of the identified act.
- g. "Party" means either the City or the Tribe and "Parties" means the City and Tribe collectively.
- h. "Routine Patrols" means drive-throughs of the Trust Lands by City Officers for the sole purpose of maintaining law enforcement visibility upon an agreed upon schedule by the Parties in advance of entry by City Officer(s) upon the Trust Lands.
- i. "State" means the Commonwealth of Massachusetts.
- j. "Subject" means an individual suspected of violating State or local criminal laws.

12.

k. "Trust Lands" means those lands located in the City of Taunton and taken into trust by the United States on behalf of the Tribe, as mapped on Exhibit A attached to the IGA.

l. Other definitions – any capitalized terms not defined in this MOU shall have the meanings ascribed to them in the IGA.

5. DURATION:

This MOU shall be in effect for a period of ninety (90) days from the effective date of the MOU, subject to extension by further written agreement between the Parties.

6. FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES:

a. The City shall provide to the Trust Lands fire protection and emergency medical services, including dispatch service for both, on the same basis and in the same manner and to the same extent that it provided those services before the recordation of the trust deeds for the Trust Lands.

b. The Tribe grants permission to enter its Trust Lands to the City's duly authorized personnel for the purposes of delivery of fire protection and emergency medical services, and for those purposes only, provided that the City shall provide Notice to the Designated Representative of every entry onto the Trust Lands by its personnel for that purpose within the Notice Period.

7. LAW ENFORCEMENT:

a. The Parties acknowledge that State and local governments hold criminal jurisdiction over non-Native Americans on the Trust Lands. The Tribe grants permission to enter the Trust Lands to City Officers only for the purposes of Law Enforcement Activities as to non-Native Americans. The City shall provide Notice to the Designated Representative of every entry onto the Trust Lands by its personnel for these purposes within the Notice Period.

b. The Parties acknowledge that the Tribe and the United States hold concurrent criminal jurisdiction over Native Americans on the Trust Lands, effective immediately upon the recordation of the trust deeds to the Trust Lands to the exclusion of State and local jurisdiction.

c. Each City Officer when engaging in any Law Enforcement Activities on the Trust Lands shall, as soon as circumstances reasonably permit, ascertain the identity of the Subject and specifically inquire whether the Subject is Native American. The City Officer shall accept a Tribal Enrollment Card as conclusive proof that the Subject is Native American. In the event the Subject claims to be Native American but is not in possession of his or her Tribal Enrollment Card, a City Officer shall, as soon as reasonably practicable, contact the Designated Representative to verify the Subject's status as Native

American. In the event the Subject is not a Native American, the City Officer may remove the Subject from the Trust Lands, in the event of reasonable cause to believe there has been a violation of State or local criminal law, as soon as public safety permits and proceed in accordance with local and State law. The City shall provide Notice to the Designated Representative of the entry onto Trust Lands by a City Officer for this purpose within the Notice Period.

d. In the event the Subject is a Native American and the City Officer believes that public safety or breach of the peace is threatened by such Subject, a City Officer shall provide Notice, as soon as reasonably practicable, to the Designated Representative of the entry upon the Trust Lands and the apparent identity of the Subject as Native American. In that event, the City Officer may detain the Subject in the interest of public safety only, until such time as the Designated Representative, or a person identified by the Designated Representative, assumes custody of the detained Native American. The Designated Representative shall make every effort to assume custody within two (2) hours of Notice. In the event public safety is not threatened, the City Officer shall immediately release the Subject and notify the Designated Representative of the event. The Tribe shall deputize City Officer(s) for the limited purpose of detaining Native American Subjects until released to a Designated Representative and for that purpose only.

e. Administrative records of any Law Enforcement Activities on the Trust Lands that are maintained by the City shall be made available to the Tribe on a monthly basis as may be permitted by State and local law.

f. City Officers authorized to detain Native Americans until the Tribe assumes custody under this MOU shall be considered agents of the Tribe to that extent for immunity purposes. Neither the City, City officials, or City Officers shall be liable on account of any act or omission, except for willful misconduct or gross negligence, when so engaged.

g. Upon the Tribe's request, the City agrees to consult with the Tribe on matters involving Law Enforcement Activities on the Trust Lands, the conduct of City Officers and such other matters related thereto so as to assure the Tribe that the City is performing its obligations under this MOU.

8. SERVICE OF PROCESS

a. In the case of service of process, including warrants and subpoenas, on the Trust Lands and upon non-Native Americans, the Tribe consents to access by duly authorized personnel of the City to execute the service of process, provided that the City shall provide Notice to the Designated Representative, of every entry onto the Trust Lands by its personnel for this purpose within the Notice Period.

b. In the case of service of process, including warrants and subpoenas, in a civil or criminal proceeding, on the Trust Lands and upon a Native American, the City shall

execute service of process only when accompanied by a duly authorized representative of the Tribe, identified by the Designated Representative.

9. BEST EFFORTS AND COOPERATION:

The Parties confirm their commitment in the IGA to negotiate in good faith on the cross-deputization and mutual aid agreements when the Tribe establishes a tribal police force for the Trust Lands.

10. ENTIRE AGREEMENT:

This MOU, together with the IGA the terms of which are hereby incorporated herein, constitute the entire agreement between the Parties regarding implementation of the IGA on delivery of law enforcement, fire and emergency medical services during the Interim Period and may be amended only by a writing signed by duly authorized representatives of each Party.

11. AUTHORITY:

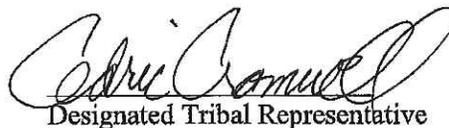
The undersigned represent that they are authorized to execute this MOU on behalf of the Tribe and City, respectively.

EXECUTED as a sealed instrument on the date first mentioned above.

City of Taunton
By Mayor Thomas C. Hoye, Jr.


Mayor

Mashpee Wampanoag Tribe
By Chairman Cedric Cromwell


Designated Tribal Representative



BRISTOL-PLYMOUTH REGIONAL TECHNICAL SCHOOL

207 HART STREET, TAUNTON, MASSACHUSETTS 02780-3715

Berkley • Bridgewater • Dighton • Middleborough • Raynham • Rehoboth • Taunton

www.bptech.org

15.

STEPHEN POELAERT
Supervisor of Buildings and Grounds

Telephone 508-823-5151 EXT. 336

Fax 508-823-4935

E-mail: spoelaert@bptech.org

August 1, 2016

Mayor Thomas Hoye and Members of the Municipal Council
City of Taunton
15 Summer Street #3
Taunton, MA 02780

RE: Filing Fee Waiver

Dear Mayor Hoye and Council Members:

I am writing to request a waiver for the Site Plan Review fee of \$500.00 charged by the City of Taunton's Planning Board. This fee is for the Site Plan Review of a new parking lot expansion located on the School's property at 207 Hart Street, Taunton, MA.

As you know, Bristol-Plymouth Regional Technical School is one of Taunton's public schools providing the children of Taunton the opportunity for a technical education. Your consideration of this request would be greatly appreciated.

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

Very truly yours,

Stephen B. Poelaert
Supervisor of Buildings and Grounds

SBP/tac



Accredited by the New England Association of Schools & Colleges

14.



**TAUNTON AREA VIETNAM VETERANS ASSOCIATION
P.O. BOX 436
RAYNHAM CTR, MA. 02768**

POW/MIA Vigil

The Taunton Area Vietnam Veterans Association will be holding their 34th Annual POW/MIA Remembrance Vigil. This will be held on 1 Church Green Taunton, Ma., beginning noontime Saturday September 17th and conclude with a closing ceremony at noon Sunday the 18th.

Please join our community in supporting our veterans by attending the 34th Annual Vigil. We would be honored if you could say a few words at the closing.

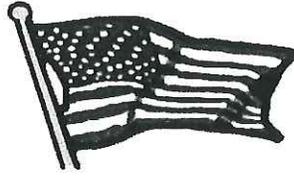
There are still 1618 soldiers still missing Southeast Asia. Of this, 39 are from Massachusetts. Since WWI there are around 90,000 still MIA. We(TAVVA) has supported the continuing efforts of our government to locate and return them home!

This year's ceremony will be a special event. Secretary of Veterans Affairs Francisco Urena will be the keynote speaker. Sect. Urena and Rep. Shaunna O'Connell will present 50th Anniversary Pins to area Vietnam vets. Area legislators are also invited to attend. Your attendance will be most appreciated at this special commemoration ceremony. The vigil begins on Sept 17 at noon and ends on Sept 18th with the ceremony at 12pm. The public is invited to drop by at any time and encouraged to attend the 12pm ceremony on Sept 18.

We would be honored if you again can say a few words at the closing ceremony!

Sincerely
Dennis Proulx
Vice President
Taunton Area Vietnam Veterans Association.

Frenchy70@aol.com
774-218-6676



AUGUST 9, 2016

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

RECEIVED
CITY CLERK'S OFFICE
2016 AUG - 5 1 A 9: 57
TAUNTON, MA
CITY CLERK

PLEASE NOTE: **THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR TUESDAY, AUGUST 9, 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 THE CITY SOLICITOR'S OFFICE AND CITY ENGINEER TO DISCUSS POTENTIAL LAND TAKINGS FOR HARTS FOUR CORNERS REDESIGN CONSTRUCTION PROJECT
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,

COLLEEN M. ELLIS
CLERK OF COUNCIL COMMITTEES