MUNICIPAL COUNCIL AGENDA
TEMPORARY CITY HALL
141 OAK STREET, TAUNTON, MA 02780
~
APRIL 5, 2016 – 7:00 PM

INVOCATION
ROLL CALL
RECORDS

HEARING: **NONE**

COMMUNICATIONS FROM THE MAYOR

APPOINTMENTS

COMMUNICATIONS FROM CITY OFFICERS

RECEIVED
CITY CLERK'S OFFICE
2016 APR -1 A 10:59
TAUNTON, MA
CITY CLERK

Pg. 1-5 Com. from City Clerk – City of Taunton Ordinance Book

Pg. 6-16 Com. from City Solicitor – Proposed Memorandum of Understanding – Payment of certain costs by Mashpee Wampanoag Tribe in conjunction with traffic improvements at Stevens Street, Pinehill Street, Middleboro Avenue, Liberty Street, Hart Street, Poole Street, County Street

COMMUNICATIONS FROM CITIZENS

Pg. 17 Com. from Daniel DaRosa, B&D Construction, 252 Britton St., Raynham and Gilbert Lopes, G. Lopes Construction, Inc., 490 Winthrop St., Taunton – Requesting support and donations

PETITIONS

Petition submitted by Richard Feodoroff and Keith Lorizio, 54 Longmeadow Road, Taunton for a Special Permit for 23 unit Multi-family residential development at 698 Bay Street located in the Urban Residential District **(Public Hearing Required)**.

COMMITTEE REPORTS

UNFINISHED BUSINESS

ORDERS, ORDINANCES AND RESOLUTIONS

NEW BUSINESS

Respectfully submitted,

Rose Marie Blackwell

Rose Marie Blackwell
City Clerk

City Clerk's Office

City of Taunton

Temporary City Hall
141 Oak Street
Massachusetts 02780, U.S.A.
Telephone 508-821-1024
Fax 508-821-1098
Cityclerk@tmlp.net

Rose Marie Blackwell
City Clerk

Jennifer L. Leger
Assistant City Clerk

April 1, 2016

Mayor Thomas C. Hoye, Jr.,
Council President Quinn and Members of the Municipal Council
141 Oak St.
Taunton, MA 02780

Dear Mayor Hoye, Council President Quinn and Councilors:

After many months of preparations, the new City of Taunton Ordinance Book is finally ready to be re-codified. I recommend that this matter be referred to the Committee on Ordinances and Enrolled Bills and the City Solicitor.

This new code book now includes our City of Taunton Zoning Ordinances unlike past ordinance books. Therefore, it is also necessary to refer to the Planning Board to complete the zoning change process. Once that process is complete, the City of Taunton Ordinance Book will come back before the Municipal Council for a hearing.

I would also request to refer to the Committee of the Whole to schedule a meeting with General Code for a presentation of the new City of Taunton Ordinance Book.

Respectfully,

Rose Marie Blackwell
City Clerk

Attachments

AN ORDINANCE TO REVISE AND CONSOLIDATE, AMEND, SUPPLEMENT AND CODIFY THE GENERAL ORDINANCES OF THE CITY OF TAUNTON

The Municipal Council of the City of Taunton does hereby ordain as follows:

§ 1-7. Adoption of Code.

The ordinances of the City of Taunton of a general and permanent nature adopted by the Municipal Council of the City of Taunton, as revised, codified and consolidated into chapters and sections by General Code, and consisting of Chapters 1 through 440, together with an Appendix, are hereby approved, adopted, ordained and enacted as the "Code of the City of Taunton," hereinafter referred to as the "Code."

§ 1-8. Code superseded prior ordinances.

This ordinance and the Code shall supersede all other general and permanent ordinances enacted prior to the enactment of this Code, except such ordinances as are hereinafter expressly saved from repeal or continued in force.

§ 1-9. Continuation of existing provisions.

The provisions of the Code, insofar as they are substantively the same as those of the ordinances in force immediately prior to the enactment of the Code by this ordinance, are intended as a continuation of such ordinances and not as new enactments, and the effectiveness of such provisions shall date from the date of adoption of the prior ordinances.

§ 1-10. Copy of Code on file.

A copy of the Code has been filed in the office of the City Clerk and shall remain there for use and examination by the public until final action is taken on this ordinance, and, if this ordinance shall be adopted, such copy shall be certified to by the City Clerk, and such certified copy shall remain on file in the office of said City Clerk to be made available to persons desiring to examine the same during all times while said Code is in effect.

§ 1-11. Amendments to Code.

Any and all additions, deletions, amendments or supplements to the Code, when adopted in such form as to indicate the intention of the Council to make them a part thereof, shall be deemed to be incorporated into such Code so that reference to the "Code of the City of Taunton" shall be understood and intended to include such additions, deletions, amendments or supplements. Whenever such additions, deletions, amendments or supplements to the Code shall be adopted, they shall thereafter be inserted in the Code as amendments and supplements thereto.

§ 1-12. Publication; filing.

The Clerk of the City of Taunton shall cause this ordinance to be published in the manner required by law. Sufficient copies of the Code shall be maintained in the office of the Clerk for inspection by the public at all times during regular office hours. The enactment and publication of this ordinance, coupled with the availability of a copy of the Code for inspection by the public, shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

§ 1-13. Code to be kept up-to-date.

It shall be the duty of the City Clerk, or someone authorized and directed by the Clerk, to keep up-to-date the certified copy of the Code required to be filed in the Clerk's office for use by the public. All changes in said Code and all ordinances adopted subsequent to the effective date of this codification which shall be adopted specifically as part of the Code shall, when finally adopted, be included therein by reference until such changes or new ordinances are included as supplements to said Code.

§ 1-14. Sale of Code.

Copies of the Code, or any chapter or portion of it, may be purchased from the Clerk or an authorized agent of the Clerk upon the payment of a fee to be set by the Municipal Council. The Clerk may also arrange for procedures for the periodic supplementation of the Code.

§ 1-15. Altering or tampering with Code; penalties for violation.

It shall be unlawful for anyone to improperly change or amend, by additions or deletions, any part or portion of the Code or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of Taunton to be misrepresented thereby. Anyone violating this section or any part of this ordinance shall be subject, upon conviction, to the penalties as set forth in § 1-5 of the Code.

§ 1-16. Severability of Code provisions.

Each section of the Code and every part of each section is an independent section or part of a section, and the holding of any section or a part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof. If any provision of this Code or the application thereof to any person or circumstances is held invalid, the remainder of this Code and the application of such provision to other persons or circumstances shall not be affected thereby.

§ 1-17. Severability of ordinance provisions.

Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

§ 1-18. Repealer.

All ordinances or parts of ordinances inconsistent with the provisions contained in the Code adopted by this

ordinance are hereby repealed; provided, however, that such repeal shall only be to the extent of such inconsistency, and any valid legislation of the City of Taunton which is not in conflict with the provisions of the Code shall be deemed to remain in full force and effect. Section 2-56, Automation office manager, of the 2010 Revised Ordinances is specifically repealed.

§ 1-19. Ordinances saved from repeal.

The adoption of this Code and the repeal of ordinances provided for in § 1-18 of this ordinance shall not affect the following ordinances, rights and obligations, which are hereby expressly saved from repeal:

A. Any ordinance adopted subsequent to October 13, 2015.

B. Any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance or any action or proceeding brought for the enforcement of such right or liability.

C. Any offense or act committed or done before the effective date of this ordinance in violation of any legislative provision or any penalty, punishment or forfeiture which may result therefrom.

D. Any prosecution, indictment, action, suit or other proceeding pending or any judgment rendered prior to the effective date of this ordinance brought pursuant to any legislative provision.

E. Any franchise, license, right, easement or privilege heretofore granted or conferred.

F. Any ordinance providing for the laying out, opening, altering, widening, relocating, straightening, establishing grade, changing name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place or any portion thereof.

G. Any ordinance appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond or other instruments or evidence of the City's indebtedness.

H. Ordinances authorizing the purchase, sale, lease or transfer of property or any lawful contract or obligation.

I. The levy or imposition of taxes, assessments or charges.

J. The annexation or dedication of property or approval of preliminary or final subdivision plats.

K. Ordinances providing for local improvements or assessing taxes or special assessments therefor.

L. Any legislation relating to or establishing a pension plan or pension fund for municipal employees.

M. Any ordinance or portion of an ordinance pertaining to the rate and manner of payment of salaries and compensation of municipal officers and employees or establishing or classifying positions.

N. Any ordinance or portion of an ordinance establishing traffic or parking regulations.

O. Any ordinance or portion of an ordinance establishing a specific fee amount for any license, permit or service obtained from the City.

P. Any ordinance or portion of an ordinance accepting or adopting the provisions of any general law or special act of the commonwealth.

§ 1-20. Changes in previously adopted ordinances.

A. In compiling and preparing the ordinances for publication as the Code of the City of Taunton, no changes in the meaning or intent of such ordinances have been made except as provided for in Subsections B and C hereof. Certain grammatical changes and other minor nonsubstantive changes were made in one or more of said pieces of legislation. It is the intention of the Municipal Council that all such changes be adopted as part of the Code as if the ordinances had been previously formally amended to read as such.

B. Nomenclature. The following titles are updated throughout the Code:

(1) "City Council" to "Municipal Council."

(2) "Chairman" and "Chair" to "Chairperson."

(3) "Treasurer," "Collector," "Tax Collector" and "Collector of Taxes" to "Treasurer/Collector."

(4) "License Commission" and "licensing board" to "Board of License Commissioners."

(5) "Committee on Accounts and Claims" to "Committee on Finance and Salaries."

(6) "Cemetery Commission" to "Board of Cemetery Commissioners."

(7) "Superintendent of Streets" to "Supervisor of Streets."

C. In addition, the amendments and/or additions as set forth in Schedule A attached hereto and made a part hereof are made herewith, to become effective upon the effective date of this ordinance. (Chapter and section number references are to the ordinances as they have been renumbered and appear in the Code.)

§ 1-21. When effective.

This ordinance shall take effect upon passage and publication as required by law.

City of Taunton

LAW DEPARTMENT

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

Thomas C. Hoye, Jr.
MAYOR

Jason D. Buffington
CITY SOLICITOR

Daniel F. de Abreu
ASST. CITY SOLICITOR

March 29, 2016

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

RE: Proposed Memorandum of Understanding – Payment of Certain Costs by Mashpee Wampanoag Tribe in Conjunction with Traffic Improvements at Stevens Street, Pinehill Street, Middleboro Avenue, Liberty Street, Hart Street, Poole Street, County Street

Dear Mayor Hoye and Members of the Municipal Council:

Attached for your consideration is a proposed Memorandum of Understanding concerning the payment by the Tribe of certain future costs associated with acquiring the land necessary for traffic improvements. The project has been progressing significantly, and the Tribe has been paying all of the ongoing design and engineering costs.

In the near future, the City will direct its chosen appraiser, Mr. Claude Giroux, to begin the appraisal process for the temporary and permanent land acquisitions that the City is obligated to acquire for this project to go forward. It is presently expected that, at some point in time, an Order of Taking will be presented to the Municipal Council for approval. This will involve providing compensation to landowners. Given that eminent domain powers will be exercised, this may also involve the possibility of legal action by landowners to challenge the amount of compensation awarded.

This MOU sets forth mechanisms to clearly provide that the proponent of Project First Light shall be responsible for all of the aforementioned costs, including the costs associated with defending future litigation associated with land acquisitions. The agreement has already been accepted and signed by the Tribe, and I respectfully request that you approve the agreement and authorize the Mayor to sign on behalf of the City. Thank you.

Very truly yours,

Jason D. Buffington, Esq.
City Solicitor

Enclosure

8.

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE MASHPEE WAMPANOAG TRIBAL GAMING AUTHORITY
AND
THE CITY OF TAUNTON, MASSACHUSETTS

This Memorandum of Understanding ("MOU") is made and entered into as of the 16th day of March, 2016, by and between the Mashpee Wampanoag Tribal Gaming Authority (the "Authority"), whose address is 483 Great Neck Road South, Mashpee, Massachusetts 02649, and the City of Taunton, Massachusetts (the "City"), whose address is 141 Oak Street, Taunton, Massachusetts 02780.

RECITALS

1. The City and the Mashpee Wampanoag Tribe (the "Tribe") entered into that certain Intergovernmental Agreement as of May 17, 2012 (the "IGA") which was duly approved by their respective legislative bodies.

2. Pursuant to Section 20.B. of the IGA, the Tribe has assigned the IGA to the Authority which will own and operate all of the assets related to the Project as that term is defined in the IGA.

3. The IGA, as amended, is in full force and effect.

4. Pursuant to Section 7 of the IGA, the Authority (as assignee of the Tribe) agreed to be responsible for the payment of all costs of improvements to the City's infrastructure including, but not limited to, road construction, bridges, road maintenance and traffic signals necessitated by its Project as more fully described in the IGA. The purpose of such traffic improvements is to benefit the public by mitigating certain adverse traffic impacts that may be caused by the Project.

5. The IGA requires that the timing, amount, implementation and cost of the traffic improvements are to be negotiated in good faith by the City and the Authority (as assignee of the Tribe).

6. In order to implement certain of the traffic improvements as described in Exhibit C to the IGA it is necessary to acquire certain temporary and permanent rights of way as identified in a memorandum from Mr. James Turnbull of the engineering and planning firm of Howard Stein Hudson dated February 26, 2016 and addressed to the City, a copy of which is attached hereto as Schedule A (the "Affected Property"). Accordingly, to accomplish such traffic improvements, the City desires to exercise its eminent domain authority pursuant to M.G.L. ch. 79 with respect to the Affected Property.

7. The design plan process for this location has reached a point where the City and Authority have found it advantageous to negotiate the specific terms concerning the Authority's obligation to pay the costs expected to be incurred in connection with the City's exercise of its eminent domain authority over the Affected Property.

8. This MOU is intended to implement the provisions of the IGA by setting forth the understanding of the City and Authority with respect to the City's exercise of its eminent domain authority over the Affected Property.

RESPONSIBILITIES OF THE PARTIES

The responsibilities of the parties are described in the following provisions. The parties acknowledge that such provisions memorialize the parties understanding with respect to certain aspects of the traffic improvements negotiated in accordance with, and as an integral part of, the terms and conditions of the IGA.

1. The City is responsible to exercise its eminent domain authority to acquire the Affected Property being appraised by Claude A. Giroux (the "Giroux Appraisal"), as the same may be modified from time to time in connection with the design process for certain traffic improvements identified in the IGA.

2. The City's responsibility for exercising its eminent domain authority is subject to the approval of an order of taking by the City's Municipal Council in accordance with applicable law. The City shall give the Authority twenty (20) days' written notice of the (i) date that the Municipal Council shall first consider any such order of taking; and (ii) estimated amount of funds needed to compensate all of the owners of the Affected Property to be covered by such order (the "Estimated Funds"). The Authority understands and acknowledges that it must deposit the amount of the Estimated Funds with the City at least five (5) days prior to the date upon which the Municipal Council is scheduled to consider an order of taking of the Affected Property. In the event that the Municipal Council does not approve the order of taking for all or any portion of the Affected Property by the date scheduled for consideration of such order, the City, upon written notice received from the Authority, shall return to the Authority that portion of the Estimated Funds that corresponds to the compensation for the Affected Property for which no order of taking was approved.

3. Prior to the City seeking authorization from the Municipal Council to take the Affected Property, the City must first comply with all preliminary requirements under law, including obtaining the Giroux Appraisal, a review appraisal, surveys and title work. The City has obtained a fixed fee quote for the Giroux Appraisal and a fixed fee quote by the review appraisal from Mr. Bernard Giroux (the "Review Appraisal"), which fees have been approved by the Authority. The City agrees to obtain and furnish to the Authority for its approval fixed fee quotes for the survey and title work. The Authority understands and acknowledges that the cost of such items, together with all related professional fees, are costs directly related to the cost of traffic improvements, the payment of which is the responsibility of the Authority (as assignee of the Tribe) under the IGA. Contemporaneously with the execution of this MOU, the City and the Authority shall execute the escrow instructions in the form attached hereto as Schedule B providing for the deposit by the Authority of any additional appraisal fees agreed to by the City and the Authority to cover the cost of the Giroux Appraisal and the Review Appraisal.

4. In connection with obtaining an order of taking for any portion of the Affected Property, the City may choose to negotiate the amount of damages with the applicable land owner.

If the City chooses to negotiate with a landowner prior to litigation, it will keep the Authority fully informed as to the status and any estimated counsel or other related fees and expenses and will obtain the Authority's written approval prior to agreeing to any proposed negotiated amount, which approval shall not be unreasonably withheld. In the event any owner of Affected Property files a claim or action of any kind against the City in connection with a taking of that owner's Affected Property, the Authority understands and acknowledges that any costs, attorney's fees, damages or any other amounts incurred by the City as a result thereof shall constitute a "Claim" as that term is defined in the IGA, entitling the City to the benefit of full indemnification under the IGA.

IN WITNESS WHEREOF, this MOU has been executed by each of the undersigned as of the date first set forth above:

MASHPEE WAMPANOAG TRIBAL GAMING AUTHORITY	CITY OF TAUNTON, MASSACHUSETTS
By: Cedric Cromwell	By: _____
Its: Chairman/President	Its: _____

12944853.10

SCHEDULE A

11.

MEMORANDUM

TO: City of Taunton

DATE: 2/26/2016

FROM: James Turnbull

HSH PROJECT NO.: 2010155

SUBJECT: Project First Light – City of Taunton Right of Way Acquisitions

Right of Way Acquisition Summary

Below is a summary table of the Right of Way acquisitions to be completed for each contract by the City of Taunton. The table below does not include parcel information for the Harts Four corners portion of the project.

CONTRACT I – STEVENS STREET WIDENING

Quantity	Parcel Name	Owner
1	TE-2	ARMINDO P. LOURO, MANUEL P. LOURO & MANUEL ANTONIO
2	TE-3	THE JALES COMPANY LLC
3	PE-3	THE JALES COMPANY LLC
4	PE-18	THE JALES COMPANY LLC
5	TE-10	COTLEY STREET REALTY LLC
6	PE-8	COTLEY STREET REALTY LLC
7	PE-13	COTLEY STREET REALTY LLC
8	TE-13	EDWARD JR & DOREEN MACHADO
9	PE-11	EDWARD JR & DOREEN MACHADO
10	TE-17	EDWIN DEBRUM
11	PE-15	EDWIN DEBRUM
12	TE-18	EDWIN DEBRUM

CONTRACT I – STEVENS STREET AND EAST TAUNTON ELEMENTARY ACCESS DRIVE

13	TE-53	JENNIFER J ANCTIL & KENNETH R FERREIRA
14	PE-22	SIU SUN & YE CONNIE WONG
15	TE-54	SIU SUN & YE CONNIE WONG

CONTRACT J – STEVENS STREET AND PINEHILL STREET

16	TE-57	JEFFREY A. & LAURA J. COLLINS
17	TE-56	BRISTOL COUNTY SAVINGS BANK

CONTRACT 3 - MIDDLEBORO AVENUE AND PINEHILL STREET

18	TE-59	CHARLES E JR & MARY J DUTRA
19	TE-60	CHRISTOPHER LARKIN
20	TE-61	CARL E & DORA I LI DUTRA
21	25-C	CARL E & DORA I LI DUTRA
22	TE-62	IDA M & JOHN J FURTADO
23	TE-63	IDA M & JOHN J FURTADO
24	TE-64	PIYUSH & KAMINI PATEL
25	TE-65	DRT INC
26	TE-66	DRT INC
27	26-C	WILLIAM M & MARY L MCCAFFREY

CONTRACT 2 - MIDDLEBORO AVENUE AND LIBERTY STREET

28	TE-68	DEBBIE KARAVASILIADIS
29	TE-85	ANDY J AMARO TR
30	TE-83	ANDY J AMARO TR
31	31-C	KEVIN P & CYNTHIA R CURLEY
32	TE-82	KEVIN P & CYNTHIA R CURLEY
33	30-C	LILLIAN A AMARO
34	TE-69	LILLIAN A AMARO
35	TE-70	LILLIAN A AMARO
36	TE-71	DEBBIE KARAVASILIADIS
37	TE-73	DEBBIE KARAVASILIADIS
38	32-C	RICHARD A & BEATRICE ALBERTINI
39	TE-74	RICHARD A & BEATRICE ALBERTINI
40	33-C	ANDY J AMARO
41	TE-75	ANDY J AMARO
42	TE-76	LISA M CARVALHO
43	TE-77	JORGE F & MARIE A DACAMARA
44	27-C	YVETTE M & MARK A MICHAUD
45	TE-84	YVETTE M & MARK A MICHAUD

46	28-C	AMARO AARON M TR
47	TE-78	AMARO AARON M TR
48	29-C	AMARO ALBERT F TR OF ALBERT F
49	TE-79	AMARO ALBERT F TR OF ALBERT F
CONTRACT 4 – HART AND POOLE STREET		
50	TE-81	BRISTOL PLYMOUTH REG TECH HS
CONTRACT 5 – COUNTY STREET (ROUTE 140) AT HESS AND MASSDOT DISTRICT 5		
51	TE-100	HESS CORPORATION
52	101-C	SPENCER FAMILY LLC
53	TE-102	SPENCER FAMILY LLC
54	104-C	BRISTOL PLYMOUTH REGIONAL TECHNICAL HIGH SCHOOL
55	TE-105	BRISTOL PLYMOUTH REGIONAL TECHNICAL HIGH SCHOOL

SCHEDULE B

ESCROW INSTRUCTIONS

These Escrow Instructions (the "Instructions") are made and entered into as of March 16, 2016, by and among Taft Stettinius & Hollister LLP ("Escrowee") whose address is 111 E. Wacker Drive, #2800, Chicago, Illinois 60601; the City of Taunton, Massachusetts (the "City") whose address is 141 Oak Street, Taunton, Massachusetts 02780; and the Mashpee Wampanoag Tribal Gaming Authority (the "Authority") whose address is 483 Great Neck Road South, Mashpee, Massachusetts 02649.

RECITALS

A. The City and the Authority have entered into that certain Memorandum of Understanding of even date herewith (the "MOU") pursuant to which the City has agreed to take certain actions to exercise its eminent domain authority in furtherance of and as required under the IGA as that term is defined in the MOU.

B. The City, with the consent of the Authority, has contracted with Claude A. Giroux to appraise the Affected Property as that term is defined in the MOU (the "Original Appraisal") and with Mr. Bernard Giroux to review the Original Appraisal (the "Review Appraisal", together with the Original Appraisal, the "Appraisals").

C. To assure the City that the cost of the Appraisals will be borne by the Authority and not the City, the Authority wishes to deposit funds with Escrowee to be used solely for the payment of the Appraisals.

AGREEMENT

1. Deposit.

The Authority agrees to deposit the sum of $34,000 (the "Initial Deposit") of which $17,500 shall be in respect of the Original Appraisal and $16,500 shall be in respect of the Review Appraisal, plus any additional sums agreed to by the City and the Authority (together with the Initial Deposit, the "Deposit") by wire transfer as follows:

Bank Information	Account Information
North Shore Community Bank	Taft Stettinius & Hollister LLP
1145 Wilmette Avenue	Client Funds Trust Account
Wilmette, IL 60091	111 E. Wacker Drive
Routing #: 07192544	Suite 2800
	Chicago, IL 60601
	Account #: 6350024974

2. Delivery of Deposit.

The Authority agrees to make the Initial Deposit within three (3) business days of the date hereof and any additional Deposit within three (3) business days of the date the City and the Authority agree to such additional Deposit.

3. Disbursements.

The Escrowee shall disburse the Deposit upon and only upon a joint direction of the City and the Authority, either in writing or by e-mail delivery, or as otherwise set forth in these instructions.

4. Direction Not to Invest/Right to Commingle.

The City and the Authority hereto direct the Escrowee not to invest any funds deposited by the Authority under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. The City and the Authority agree that the Escrowee shall be under no duty to invest or reinvest any such funds at any time held by it.

5. Compliance with Court Order.

The City and the Authority authorize and direct the Escrowee to disregard any and all notices, warnings or demands given or made by either of them (other than jointly) or by any other person. The City and the Authority also hereby authorize and direct the Escrowee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said Escrowee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to the City and the Authority or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the Escrowee is made a party defendant to any suit or proceedings regarding this escrow, the City and the Authority, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said Escrowee, upon written demand, all costs, attorney's fees, and expenses incurred with respect thereto. The Escrowee shall have a lien on the Deposit for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the Escrowee shall have the right to reimburse itself out of the Deposit.

6. Disputes/Circumstance Not Contemplated.

If any dispute arises with respect to the disbursement of the Deposit or if circumstances arise that were not contemplated or described in these Instructions, and Escrowee is unsure as to its duties as a result, Escrowee may continue to hold the Deposit until either it receives a joint order from the City and the Authority or a court order directing payment. In such instance, the Escrowee may elect to commence an action in interpleader and in conjunction therewith remit the Deposit to a court of competent jurisdiction pending resolution of such dispute, and the City and the Authority hereto hereby indemnify and hold harmless Escrowee for any action taken by it in good faith in the execution of its duties hereunder.

The City and the Authority further agree that the cost of any such action shall be deducted by Escrowee from the Deposit.

7. Disclaimer Re: Validity of Documentation.

In its capacity as escrow agent, Escrowee shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it and shall have no responsibility other than to faithfully follow the instructions contained herein, and shall not be responsible for the validity or enforceability of any security interest of any party and it is fully protected in acting in accordance with any written instrument given to it hereunder by either the City or the Authority and reasonably believed by Escrowee to have been signed by the proper person. Escrowee may assume that any person purporting to give any notice hereunder has been duly authorized to do so.

8. Execution.

The Instructions are governed by and are to be construed under the laws of the State of Illinois. The Instructions, amendments or supplemental instructions hereto, may be executed in counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, these Instructions have been executed by each of the undersigned as of the date first set forth above:

THE CITY OF TAUNTON, MASSACHUSETTS

By: _____

Its: _____

THE MASHPEE WAMPANOAG TRIBAL GAMING AUTHORITY

By: Cedric Cromwell

Its: Chairman/President

Accepted:

TAFT STETTINIUS & HOLLISTER LLP

By: _____

Its: _____

13421691.5

17.

Daniel G. DaRosa
252 Britton Street
Raynham, MA 02767

Gilbert J. Lopes
490 Winthrop Street
Taunton, MA 02780

March 16, 2016

Mayor Thomas C. Hoye and Members of the Taunton Municipal Council:

We have joined forces to begin a fundraising campaign for the purpose of replacing the windows and roof at the Taunton Boys & Girls Club on Court Street. This endeavor is of utmost importance and urgency. The building, in its current condition, is costing the Club an enormous amount of money and draining resources. We are sure you will agree with us, that this money and these resources would be much better used for the many programs provided to the young members of the Club.

The Taunton Boys & Girls Club provides children and teens from the Greater Taunton Area with a safe place to go, where they receive a sense of hope, belonging and purpose. Many of these members, are considered to be at risk. However, through the Club, they learn skills that they need to overcome life's challenges and develop a better understanding of the importance of giving back to the community.

Past donations have changed the lives of so many young people. By working together, we are confident that we can raise the funds needed to complete these projects and allow the Club to continue to give the young members the gift of a great future. We are asking you to proclaim your support for our endeavor to help the young people in our community. Your support will demonstrate a level of commitment from the City of Taunton. That commitment will go a long way, as we ask members of our community to financially support this tremendous cause.

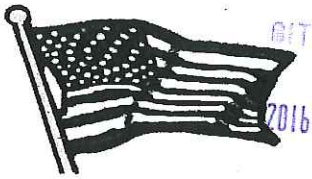
Respectfully,

Daniel G. DaRosa

Gilbert J. Lopes

B&D CONSTRUCTION CO., INC.

G. LOPES CONSTRUCTION INC.



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TAUNTON, MA
CITY CLERK

APRIL 5, 2016

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

PLEASE NOTE: *THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR* ***TUESDAY, APRIL 5, 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 THE DEPARTMENT OF PUBLIC WORKS

1. MEET TO SET NEW SEWER RATES
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 POLICE AND LICENSE

1. MEET WITH THE POLICE CHIEF AND DETECTIVE SMITH ON PETITION FOR RENEWAL OF OLD GOLD LICENSE FOR HOMETOWN COLLECTIBLES, INC., 2 GALLERIA MALL DRIVE
2. MEET WITH THE POLICE CHIEF AND DETECTIVE SMITH ON PETITION OF GARY CARBONELLO OF LEOMINSTER, MA FOR A NEW LIVERY LICENSE FOR FOLLOW ME TRANS. INC., 64 WEIR STREET (4 VEHICLES). (ALSO TO ACT AS A TAXI SERVICE, BUT WILL NOT TAKE FLAG DOWNS).

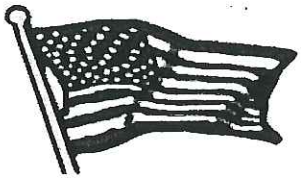
3. MEET WITH THE POLICE CHIEF AND DETECTIVE SMITH ON THE FOLLOWING PETITIONS TO OPERATE BETWEEN THE HOURS OF 1 A.M. AND 4 A.M. AS PER CITY ORDINANCE SEC. 12-2:
   - A. RITE AID, 237 BROADWAY
   - B. CVS, 284 WINTHROP STREET
   - C. TAUNTON MART, 1095 COUNTY STREET
   - D. E-Z CLEAN LAUNDRY CENTER, INC., 173 REAR BROADWAY
   - E. E-Z CLEAN LAUNDRY CENTER, INC., 89 WINTHROP STREET
   - F. E-Z CLEAN LAUNDRY CENTER, INC., 11 TREMONT STREET
   - G. BROADWAY QUICK & CLEAN CAR WASH, INC., 175 BROADWAY
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***

RESPECTFULLY,

Colleen Ellis

COLLEEN M. ELLIS
CLERK OF COUNCIL COMMITTEES



APRIL6, 2016

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

PLEASE NOTE: *THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR* ***WEDNESDAY, APRIL 6, 2016*** *AT* ***6:00 P.M.*** *AT THE* ***TEMPORARY CITY HALL AT MAXHAM SCHOOL, 141 OAK STREET, TAUNTON, MA. 02780,*** *IN THE* ***CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS***

6:00 P.M. **THE COMMITTEE ON FIRES AND WIRES**

1. MEET TO INTERVIEW FIREFIGHTER CANDIDATES
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 Ellis

COLLEEN M. ELLIS
CLERK OF COUNCIL COMMITTEES

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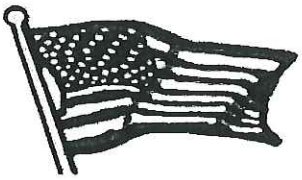

APRIL11, 2016

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

PLEASE NOTE: *THE FOLLOWING COMMITTEE MEETINGS HAVE BEEN SCHEDULED FOR* ***MONDAY, APRIL 11, 2016*** *AT* ***6:00 P.M.*** *AT THE* ***TEMPORARY CITY HALL AT MAXHAM SCHOOL, 141 OAK STREET, TAUNTON, MA. 02780,*** *IN THE* ***CHESTER R. MARTIN MUNICIPAL COUNCIL CHAMBERS***

6:00 P.M. **THE COMMITTEE ON FIRES AND WIRES**

1. MEET TO INTERVIEW FIREFIGHTER CANDIDATES
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 Ellis

COLLEEN M. ELLIS
CLERK OF COUNCIL COMMITTEES

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