Intergovernmental Agreement

By and Between

The Mashpee Wampanoag Tribe

And

The City of Taunton

May 17, 2012

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INTERGOVERNMENTAL AGREEMENT

By and Between the Mashpee Wampanoag Tribe

and

the City of Taunton, Massachusetts

THIS AGREEMENT is made and entered into as of the 17th day of May, 2012, by and between the Tribe, whose address is 483 Great Neck Road South, Mashpee, Massachusetts 02649, and the City, whose address is 141 Oak Street, Taunton, Massachusetts 02780. All capitalized terms used herein shall have the meanings ascribed to them in Section 1, below.

RECITALS

1. The City and the Tribe recognize that each is a governmental entity with mutual responsibility for the welfare of its people.

2. The Tribe has options to purchase the Subject Property.

3. The Tribe submitted the Trust Application to the United States Department of the Interior, Bureau of Indian Affairs for the acquisition in trust of the Subject Property as part of the Tribe's initial reservation land.

4. The Tribe's intention is to develop the Project on the Subject Property.

5. The Tribe is currently negotiating the Compact with the Governor of the Commonwealth pursuant to the Act, which Compact may provide for the joint exercise of jurisdiction of the Tribe and the Commonwealth to regulate Gaming on the Subject Property pursuant to state and federal laws where applicable.

6. The Tribe desires to have the support and cooperation of the City in the conclusion of the Compact and its approval by the General Court of the Commonwealth, the Trust Application and the development of the Project.

7. The City has scheduled the Referendum.

8. The City desires to support the Tribe's efforts to obtain approval of the Compact and Trust Application and the development of the Project, as the City believes that the Project will bring economic development to the City, creating new jobs for residents and new sources of income for the City.

9. The Tribe and the City have established a cooperative and mutually respectful government-to-government relationship with each other and have acknowledged that the Project

will impact the City. The Tribe desires to mitigate said impacts through the means described in this Agreement.

10. The Tribe may utilize certain municipal and related services rather than duplicate such services on the Subject Property and accordingly desires to pay, or reimburse the City, for such services that the Project will require, and the City desires to provide such services.

Accordingly, the Parties for good and valuable consideration, the receipt of which is hereby acknowledged, enter into this Agreement to effectuate the purposes set forth above and to be bound by the provisions set forth below:

Section 1. Definitions.

Capitalized terms used in this Agreement shall have the meanings set forth in this Section 1.

"AAA" means the American Arbitration Association.

"Act" means the Commonwealth's Act Establishing Expanded Gaming in Massachusetts, Chapter 194 of the Acts of 2011, Massachusetts Laws St. 204, c. 194 (H3807).

"Additional Services" means the additional police, fire protection, administrative, school and emergency medical services to be provided to protect the health, safety and welfare of the City's residents, the temporary workforce needed to construct the Project, the employees of the Project and the increased number of visitors to the City expected as a result of the operation of the Project.

"Agreement" means this agreement between the Tribe and the City including all exhibits attached hereto, as the same may be amended, modified, or restated from time to time in accordance with the terms hereof.

"Advisory Committee" means the nine (9) member Tribal-City Advisory Committee established in Section 19 hereof.

"Approvals" means any federal, tribal, Commonwealth, county or municipal permits, licenses, approvals, waivers, authorizations, orders or findings that are applicable to the Tribe or the acquisition of the Subject Property and its remediation, and the development and construction of the Project.

"Authority" means the Tribe's Gaming Authority.

"Basis Amount" means the amount determined by dividing (i) the aggregate net revenues generated by charitable bingo games conducted by an Identified Charity for the three year period from June 1, 2009 through May 31, 2012 by (ii) three.

"Bonded Costs" means the sum of: (i) One-Time Impact Costs; (ii) Other City Infrastructure Costs; (iii) Traffic Mitigation Costs; and (iv) the costs incurred in connection with the issuance of the bonds as contemplated in Section 5.D hereof.

"Business Day" means any day, other than a Saturday, Sunday or a day on which banks located in the Commonwealth shall be authorized or required by law to close.

"Casino" means any premises on the Subject Property at which Gaming is conducted.

"City" means the City of Taunton, a municipal corporation of the Commonwealth.

"City Ordinances" means the Revised Ordinances of the City, as the same may be amended, modified, or restated from time to time.

"Claim" or "Claims" means any and all claims, losses, proceedings, damages, causes of action, liability, costs, and expenses (including reasonable attorneys' fees), arising from or in connection with, or caused by any act or omission of any Party against whom indemnification is sought or such Party's contractors, licensees, invitees, agents, lessees, servants, or employees, related to or in connection with any obligations on such Party's part to be performed under the terms of this Agreement.

"Commencement Date" means the first to occur of the following (i) the date construction of the Project is commenced; or (ii) 90 days after the date the Subject Property is taken into trust by the United States of America.

"Compact" means the Tribe-Commonwealth gaming compact, as the same may be amended, modified, or restated from time to time in accordance with the terms thereof.

"Completion Date" means, as to:

(i) Phase 1 of the Project as described on Exhibit B: no later than 15 months from the Commencement Date;

(ii) Phase 2 of the Project as described on Exhibit B: no later than 30 months from the Commencement Date;

(iii) Phase 3 of the Project as described on Exhibit B: no later than 60 months from the Commencement Date; and

(iv) Phase 4 of the Project as described on Exhibit B: after 60 months from the Commencement Date.

"Commonwealth" means the Commonwealth of Massachusetts.

"Court" means the Superior Court of the County.

"County" means Bristol County, Massachusetts.

"CPA" means a Certified Public Accountant.

"Dispute" means any dispute, claim, or controversy arising under or relating to this Agreement, the breach, termination, or validity of this Agreement, or the dealings between the Parties or with respect to any claim arising by virtue of any representations made by any Party.

"Dispute Notice" means a written notice of any Dispute.

"Force Majeure Event" shall mean delays due to (i) strikes, lockouts, casualties, acts of God, war or injunction, or (ii) material adverse economic events or circumstances which impact businesses generally in the City or the Commonwealth, or the gaming industry specifically.

"Game" means a banking or percentage game played with cards, dice, tiles or dominoes or an electronic, electrical or mechanical device or machine played for money, property, checks, credit or any other representative of value which is permitted under IGRA.

"Gaming" means the dealing, operating, carrying on, conducting, maintaining or exposing any Game for pay.

"Governor" means the Governor of the Commonwealth.

"Guaranteed Amount" means an amount equal to Eight Million Dollars ($8,000,000).

"Identified Charities" means non-profit organizations identified by the City which have operated charitable bingo games in the City consistently for the three year period from June 1, 2009 to May 31, 2012.

"IGRA" means the Indian Gaming Regulatory Act, Pub. L. 100-497, Oct. 17, 1988, 102 Stat. 2467, codified at 25 U.S.C. Section 2701 et seq. and 18 U.S.C. Sections 1166 to 1168.

"Impact Payments" means those payments described in Sections 5, 6, 7, 9 and 10 hereof.

"Impacts" means collectively, the following potential impacts to the City resulting from the conduct of Gaming at the Subject Property: (i) loss of City tax revenue; (ii) increased use of City services; (iii) increased use of City infrastructure; (iv) the need for additional infrastructure, City employees and equipment; (v) increased need for maintenance, repair and replacement of City infrastructure; and (vi) costs related to mitigating impacts arising out of Gaming at the Subject Property.

"Legal Opinion" means (i) with respect to the City, an opinion by legal counsel to the City (which opinion may be issued by the City Solicitor) and reasonably acceptable to the Tribe that the Agreement has been duly executed and authorized by the City, and (ii) with respect to the Tribe, one or more legal opinions by legal counsel to the Tribe and reasonably acceptable to the City that the Agreement has been duly executed, is authorized by the Tribe and that the limited waiver of sovereign immunity as set forth in this Agreement is enforceable.

"Mayor" means the duly elected Mayor of the City.

"MassDOT" means the Massachusetts Department of Transportation.

"Massachusetts Gaming Commission" means the gaming regulatory agency created by the Act.

"Municipal Council" means the duly elected Municipal Council of the City.

"Net Slot Revenue" means the total of all sums actually received from the operation of Slot Machines at the Project less the total paid out as winnings to Gaming patrons from the operation of Slot Machines. Net Slot Revenue shall not include any amount received from credit extended or collected for purposes other than the operation of Slot Machines. Net Slot Revenue shall also not include the wagering by a Gaming patron of any promotional gaming credit issued by the Casino.

"NIGC" means the National Indian Gaming Commission, the federal Indian gaming regulatory body.

"One-Time Impact Costs" means those items identified on Exhibit D hereof as One-Time Phase 1 Costs and One-Time Phase 2 Costs.

"Opening Date" means the date on which the Casino is open to the public for Gaming.

"Other City Infrastructure Costs" means the cost of those infrastructure projects determined by the City not to exceed Fifteen Million Dollars ($15,000,000).

"Party" means either the Tribe or the City or their respective successors or assigns.

"Parties" means, together, the Tribe and the City and their respective successors or assigns.

"Percentage Amount" means a payment in the amount equal to 2.05% of Net Slot Revenue.

"Project" means the Casino, together with one or more hotels and ancillary facilities more particularly described on Exhibit B attached hereto and by this reference made a part hereof.

"Project Standards" means the fit and finish of a high quality destination resort casino in a location comparable to the Subject Property.

"Referendum" means the referendum to be held on June 9, 2012 at which the City's voters will be asked to approve the proposed Project.

"Slot Machines" mean any mechanical, electrical or other device, contrivance or machine which, upon insertion of a coin, token or similar object therein, or upon payment of any consideration whatsoever, is available to play or operate, the play or operation of which, whether by reason of the skill of the operator or application of the element of chance, or both, may deliver or entitle the individual playing or operating the machine to receive cash, or tokens to be exchanged for cash, or to receive merchandise or any other thing of value, whether the payoff is made automatically from the machine or in any other manner.

"Subject Property" means those parcels of land in the City in the area shaded in brown on Exhibit A attached hereto, together with such additional property as the Tribe may choose to add from time to time provided that such additional property is either (i) north of Route 140 and contiguous to the property shaded in brown on Exhibit A hereof, or (ii) any property located within the Liberty and Union Industrial Park having frontage on Stevens Street.

"Traffic Mitigation Costs" means the costs of the traffic mitigation measures identified on Exhibit C hereof.

"Tribal Codes" means ordinances setting forth codes adopted by the Tribe for building, fire, health and safety for the Subject Property.

"Tribal Code Compliance Officers" means Massachusetts licensed engineers, architects or similar experts who shall be knowledgeable regarding building, fire, health and safety codes generally to be retained by the Tribe.

"Tribal Council" means the duly elected Tribal Council of the Tribe.

"TMLP" means the Taunton Municipal Lighting Plant or its successor.

"Tribe" means the Mashpee Wampanoag Tribe, a federally-recognized Indian tribe.

"Trust Application" means the fee-to-trust application of the Tribe to the Department of the Interior, Bureau of Indian Affairs with respect to the Subject Property.

Section 2. Project.

A. Approvals.

The Tribe shall use its reasonable efforts to promptly apply for, pursue and obtain all Approvals necessary to design, develop, construct and operate the Project. Until all such Approvals are obtained, the Tribe shall provide the City, from time to time upon its request, but not more often than once each calendar month, with a written update of the status of such Approvals. If any Approvals are denied or unreasonably delayed, the Tribe shall provide prompt written notice thereof to the City. Upon obtaining such Approvals, the Tribe shall develop, construct and operate the Project in accordance with Project Standards. The City acknowledges and agrees, that notwithstanding the description of the Project on Exhibit B, the Tribe may alter the Project and the components thereof provided that any material change to the Project shall require the approval of the City which approval shall not unreasonably be withheld or delayed. So long as Gaming is permitted by law to be conducted at the Project, the primary business to be operated at the Subject Property shall be Gaming, and no business will be operated at the Subject Property which could reasonably be expected to have a material adverse effect on the conduct of Gaming at the Subject Property.

B. Financing Documents.

At least five (5) days prior to their execution, the Tribe shall submit to the City's outside legal counsel pursuant to customary confidentiality agreements, drafts of all documents pertaining to the financing of the Project. The City shall have the right to review and comment on, but not approve, such financing arrangements.

C. Duty to Complete.

Except upon the occurrence of a Force Majeure Event, the Tribe shall use commercially reasonable efforts to complete each phase of the Project (as each such phase is detailed on Exhibit B) not later than the applicable Completion Date. Upon the occurrence of a Force Majeure Event, the Commencement Date(s) and Completion Date(s) shall be extended on a day-for-day basis but only for so long as the Force Majeure Event is in effect, plus such period of time not to exceed 90 days as the Tribe may require to remobilize its design and construction team, including its architect, general contractor, subcontractors and vendors of goods and services.

Section 3. Future Land Acquisition.

If the Tribe acquires lands in the City in addition to the Subject Property and subsequently seeks to conduct Gaming thereon, the Parties agree to reopen and negotiate in good faith an amendment to this Agreement to mitigate any impacts of such activities. Nothing in this Agreement is intended to restrict the right of the Tribe to acquire land outside of the City for any reason, and no such acquisition shall violate or trigger rights or obligations of either Party under this Agreement.

Section 4. Mitigation Measures.

The Parties agree that the Impact Payments are made in lieu of all taxes and other assessments otherwise due to the City and/or the City's departments, boards or commissions including, but not limited to, its school district and police and fire departments (but excluding any fees imposed under City Ordinances for inspections imposed pursuant to Section 12). In conjunction with the measures set forth herein, the Impact Payments constitute the Tribe's mitigation efforts and are in full and complete satisfaction of all Impacts whether or not identified in this Agreement.

Section 5. Mitigation and Impact Payments.

A. Payments in Lieu of Property Taxes.

The Tribe shall pay to the City annual payments in lieu of property taxes on the Subject Property, currently at a rate of $27.62 per $1,000 of assessed valuation (which rate is subject to adjustment to the rate on commercial property at the time the Subject Property is put into trust) based upon an assessed valuation of the Subject Property either (i) at the time the Subject Property is taken into trust, or (ii) on the date of this Agreement, whichever is greater, *plus* a three percent (3%) per year increase on the previous year's payment; *provided, however*, that commencing on the eleventh anniversary of the date on which the Subject Property is taken into trust there shall be no further annual escalation on the previous year's payment. All such payments shall be made annually on each anniversary date of the date on which the Subject Property is taken into trust.

B. Mitigation Payments.

(1) In order to mitigate Impacts, the Tribe shall make an initial payment to the City in an amount equal to One Million Five Hundred Thousand Dollars

($1,500,000), on or before the date that is thirty (30) days after the date that the General Court of the Commonwealth approves the Compact.

(2) Commencing on the Opening Date and continuing thereafter, the Tribe shall pay to the City the Percentage Amount which amount, in any calendar year, shall not be less than the Guaranteed Amount, prorated for any partial year. The Percentage Amount shall be determined monthly on the last day of each calendar month commencing on the first such date to occur after the Opening Date. The Percentage Amount shall be remitted to the City in arrears on the last Business Day of the calendar month immediately following the month for which the Percentage Amount is determined; *provided, however,* that if by the terms of the Compact, the Tribe is required to make a payment to the Commonwealth based upon gaming revenue of the Casino on a basis more frequently than monthly, then the Tribe agrees to pay the Percentage Amount on a basis no less frequently than the Tribe is making such payments to the Commonwealth. On January 31 of each calendar year occurring after the Opening Date, the Tribe shall determine the aggregate Percentage Amounts paid to the City for the immediately preceding calendar year. If such amount is less than the Guaranteed Amount, prorated for any partial year, the Tribe shall pay to the City, no later than February 15 (or if such date is not a Business Day, then the Business Day immediately following February 15), an amount equal to the difference between such Guaranteed Amount and such aggregate Percentage Amounts.

C. One-Time Impact Costs. The Tribe shall pay the City all One-Time Impact Costs prior to their respective due dates as set forth herein, except to the extent that One-Time Impact Costs are included as a Bonded Cost and, therefore, paid as provided in Section 5.D hereof.

D. Bonding. The City shall use its reasonable efforts to issue, or to cause an instrumentality, authority or agency of the City or the Commonwealth having the authority to issue taxable and tax-exempt bonds to issue, special revenue bonds in the amount of the Bonded Costs. The Tribe shall provide, or cause to be provided by a creditworthy party, a guaranty, letter of credit or other credit enhancement to allow for the efficient issuance of such bonds. The Tribe shall pay, or cause to be paid, the principal, interest and issuance costs of bonds issued to finance the One-Time Payment Costs and Traffic Mitigation Costs. The City shall pay, or cause to be paid, the principal, interest and issuance costs of bonds issued to finance the Other City Infrastructure Costs.

E. Compulsive Gambling.

The Tribe recognizes that the operation of Gaming on the Subject Property may adversely impact individuals who suffer from problem or pathological gambling addiction disorders. Moreover, the Tribe is committed to supporting problem gambling education, awareness and treatment for such individuals. The Tribe shall make a contribution of Sixty Thousand Dollars ($60,000) upon the opening of the Casino and Thirty Thousand Dollars ($30,000) annually thereafter to a local center for the treatment of compulsive gambling. In addition, the Tribe will undertake the following actions prior to commencing Gaming on the

Subject Property: (i) the Tribe will provide annual training to front line staff personnel with respect to recognizing people that may have a gambling addiction; (ii) the Tribe will post signage conspicuously at every point of entry to the Gaming floor, the signage shall list the contact information of an agency or organization that can provide the appropriate assistance to persons experiencing a problem; and (iii) the Tribe shall have available and provide upon request, written materials outlining the various approved agencies where a patron can get assistance for problem gambling.

F. Identified Charities.

At least 90 days prior to the Opening Date, the City shall provide the Tribe with a list of any Identified Charities, along with accounting records sufficient to enable the Tribe to determine the Basis Amount. The Tribe may retain a CPA to review the financial data and report to the Tribe and the City findings as to whether that data is sufficient to support a conclusion as to the Basis Amount for each of the Identified Charities for that three year period. If the data is sufficient the CPA shall make a written report of the Basis Amounts. If the data is not sufficient, the CPA shall then make further inquiries, and attempt to gather sufficient information to make a finding as to the Basis Amounts. If the CPA reports that it is not possible to make a determination as to the Basis Amount for any given entity, the Tribe may then: (i) accept the claimed amount as the Basis Amount, or (ii) defer determination of the Basis Amount until such time as sufficient data is made available and the CPA reports that the data is sufficient to permit a finding of the Basis Amount. For each year following the Opening Date that an Identified Charity continues to operate a charitable bingo game on a consistent basis, the Tribe shall pay to each such Identified Charity an amount which, when combined with any bingo gaming revenues generated by such Identified Charity, for such year equals one hundred and five percent (105%) of the Basis Amount for such Identified Charity.

G. Wire Transfers.

The Tribe shall make all Impact Payments by wire transfer to an account or accounts specified in writing by the City no later than the date such Impact Payment is due and payable hereunder.

H. Financial Audits.

The City, or its representatives, shall have the right, upon reasonable prior notice to the Tribe, to examine those portions of the financial audits provided by the Tribe to the Commonwealth pursuant to the Compact related to the calculation of Net Slot Revenue or, if the Compact does not require that the Tribe provide such audits to the Commonwealth, the Tribe at its own expense shall cause an independent CPA to annually furnish to the City no later than 60 days following the end of each fiscal year of the Tribe, the calculation of Net Slot Revenue for the prior fiscal year.

I. Public Liability Insurance.

The Tribe shall obtain and maintain public liability insurance insuring the Tribe, its agents and employees against claims, demands or liability for bodily injury and property damages by or to patrons and other visitors at the Project arising out of or relating to the

operation, maintenance or use of the Project. Such liability insurance shall provide coverage according to limits as provided in the Compact, or if the Compact does not require that such insurance be provided, then of no less than Five Million Dollars ($5,000,000) per person and Five Million Dollars ($5,000,000) per occurrence for both negligent and intentional torts.

J. Outside Professional Fees.

The Tribe shall pay the reasonable and customary fees and expenses incurred by the City prior to the Opening Date for its engagement of consultants, attorneys and/or other third party professionals in connection with this Agreement. Such payments shall be made within 30 days of receipt of an invoice therefore from the City.

Section 6. Police, Fire Protection, Emergency Medical and Other Services.

The City through its consultants has estimated that the impact on the City of additional police, fire and emergency medical services shall be as set forth on Exhibit D hereto. The Parties agree to work cooperatively to evaluate and determine the appropriate staffing levels, training, amounts and types of equipment and necessary facilities to provide Additional Services, recognizing that the ultimate responsibility to provide Additional Services is with the City and therefore, the City must have the authority to determine the composition and timing of the Additional Services, planning, training of personnel, equipment and facilities. The Tribe shall be responsible for the payment of all costs of the Additional Services. The timing, amount, implementation and cost of the Additional Services shall be negotiated in good faith by the City and the Tribe within 90 days of the date of this Agreement or such longer period of time as the Parties may agree and the costs estimated on Exhibit D hereto shall be adjusted to reflect the results of such negotiations.

Section 7. Traffic Improvements.

A. Traffic Improvements.

The Tribe shall be responsible for the payment of all costs of improvements to transportation infrastructure including, but not limited to, road construction, bridges, road maintenance and traffic signals necessitated by the Project. The objective of such traffic improvements is to construct a road system by which traffic to and from the Project can have direct ingress and egress to the Subject Property via a major roadway without having to navigate through minor or residential roads within the City roadway network system and to provide integrated road system improvements that will mitigate adverse traffic impacts caused by the Project and to allow safe flow of traffic to and from the Project particularly on Stevens Street and along Route 140 and Route 24 servicing the Project and other state and local roads without adverse impact to the City. The Tribe shall ensure that in no event may it cause the public road system to operate below a level of service "D" for intersection delay during peak traffic hours. Level of service "D" standards shall be determined based upon the most recently adopted version of the Highway Capacity Manual Transportation Research Board. The timing, amount, implementation and cost of the traffic improvements set forth on Exhibit C hereto shall be negotiated in good faith by the City and the Tribe within 90 days of the date of this Agreement or such longer period of time as the Parties may agree and such traffic improvements set forth on

Exhibit C shall be adjusted to reflect the results of such negotiations. Prior to the Opening Date, the Tribe at its sole cost shall cause to be constructed or otherwise implemented the traffic improvements set forth on Exhibit C hereto, as such exhibit may be adjusted as a result of negotiations by the Parties.

B. Mitigation.

Prior to the Opening Date, the Tribe shall use its reasonable efforts to mitigate traffic, safety and circulation issues relating to ingress and egress to the Subject Property. Mitigation shall include but not limited to transportation demand management and traffic calming measures. Ingress and egress to the Subject Property by the public, employees or service vehicles shall be via major Routes (Route 24 and Route 140) only and no other roads adjacent to the Subject Property. All other entries to the Subject Property shall be secured and may only be used for ingress and egress under emergency conditions.

C. Additional Traffic Improvements.

The Tribe and City agree to work cooperatively to seek funding from the Commonwealth and the federal government to construct improvements on Routes 140 and 24 in an effort to mitigate regional traffic concerns as contemplated by MassDOT prior to the date of this Agreement.

Section 8. TMLP Electricity.

The Tribe may contract with the TMLP for some or all of its electricity from time to time.

Section 9. Water Service.

A. Water Fees and Charges.

The Tribe shall pay all water connection fees and monthly water service charges at standard commercial rates, and pay or reimburse the City for all costs required to construct water system infrastructure improvements required to reliably expand the water system to accommodate the anticipated water needs (including fire protection) of the Project. Such costs are estimated as set forth on Exhibit D hereto. The cost of any such improvements shall be at the City's then current charges which shall include the cost of material and labor. Labor costs shall include all benefits such as estimated pension costs, medical insurance, vacations and days-off so as to fully reimburse the City. The timing, amount, implementation and cost of the water service improvements set forth on Exhibit D hereto shall be negotiated in good faith by the City and the Tribe within 90 days of the date of this Agreement or such longer period of time as the Parties may agree and the costs estimated on Exhibit D hereto shall be adjusted to reflect the results of such negotiations.

B. Inspection. The Opening Date shall not occur until water service is completed, inspected and approved by inspectors designated by the City. Any approvals by the City required to implement this Section shall not be unreasonably withheld, and the standards referred to in this Section shall be substantially identical to those applied by the City to other similar users.

C. **Onsite Improvements.** The Tribe may explore the potential for on-site water supply for potable consumption and/or irrigation as a means to reduce the Project's demands on the City's water supply system.

Section 10. Sewer and Wastewater Service.

A. Sewer and Wastewater Charges and Fees.

The Tribe shall provide for sewage conveyance, treatment and disposal generated at the Subject Property by connection to the City's existing sewer collection system. The Tribe shall pay all sewer connection fees and monthly sewer service charges at standard commercial rates, provide required easements for sewer infrastructure within the Subject Property (if needed), construct its sewer infrastructure to the City's and Commonwealth's sewer infrastructure standards and pay all costs of constructing sewer infrastructure necessary to connect the Project to existing sewer services. Such costs are currently estimated on Exhibit D hereto. The timing, amount, implementation and cost of the sewer and wastewater improvements set forth on Exhibit D hereto shall be negotiated in good faith by the City and the Tribe within 90 days of the date of this Agreement or such longer period of time as the Parties may agree and the costs estimated on Exhibit D hereto shall be adjusted to reflect the results of such negotiations.

B. Inspection.

No use shall occur on or off the Subject Property until sewer service is completed, inspected and approved by inspectors designated by the City. Any approvals by the City required to implement this Section shall not be unreasonably withheld, and the standards referred to in this Section shall be substantially identical to those applied by the City to other similar users.

C. On Site Improvements.

The Tribe shall investigate developing on-site wastewater reclamation capacity to reduce sewage flows to the City's publicly owned treatment works facility.

Section 11. Solid Waste Disposal.

The Tribe shall contract with a private waste hauler for disposal of solid waste and recycled materials generated by the Project and pay all fees associated therewith, and the City shall have no obligation to provide solid waste disposal services to the Tribe.

Section 12. Ordinances and Inspection.

A. Tribal Codes.

In order to protect the health and safety of all patrons, guests and employees of the Project, the Project shall meet the building, health and safety codes established by the Tribe. The Tribe shall adopt Tribal Codes that are no less restrictive than similar codes now or hereafter in effect in the Commonwealth and/or the City. The Tribe shall retain or hire, as third parties reasonably acceptable to the City, Tribal Code Compliance Officers, who shall be knowledgeable regarding building, health and safety codes generally (including the Tribal

Codes). The Tribal Code Compliance Officers shall be responsible for (i) reviewing the Project's plans and specifications in order to confirm that the Project's design and construction meet the minimum standards set forth in, and otherwise comply with, the Tribal Codes; (ii) granting all building permits for the Project in compliance with such Tribal Codes; and (iii) conducting all inspections to assure compliance with the Project's plans and specifications and all building permits.

B. Health Inspections.

The Tribe hereby grants to the City health inspector a limited license to access the Subject Property upon reasonable prior notice to a designated representative of the Tribe for the sole purpose of inspecting the compliance of the Tribe with the Tribal Codes as to health and safety, specifically as to any food service operations or restaurants within the Project. The Tribe agrees to contract with the City for purposes for hiring City health inspectors to determine such compliance. The Tribe shall pay the cost of such health inspectors based on the actual salary and benefits paid to each health inspector by the City, prorated for the actual number of hours spent by such inspectors on such inspections. When on the Subject Property, the City health inspector shall be accompanied by a designated representative of the Tribe.

C. Dispute Resolution.

In the event either (i) the City believes that the Tribal Codes are less restrictive than similar codes now in effect in the Commonwealth or the City, or (ii) the Project is not being constructed in accordance with the Project's plans and specifications or such construction or the operations of the Casino or its food service operations or restaurants is in violation of the Tribal Codes, then the dispute resolution procedures of Section 20.I. may be invoked by the City.

D. License for Access.

The Tribe hereby grants to the Taunton Police Department, the Taunton Fire Department, emergency responders and any applicable City inspectors, a limited license to access the Subject Property as necessary to determine the compliance by the Tribe with the Tribal Codes. The City shall provide the Tribe with advance notice of scheduled or regular inspections, and such inspections shall be made during normal business hours and such inspectors shall be accompanied by a designated representative of the Tribe. Such notice shall be made by telephone or e-mail to such telephone number or e-mail address designated in writing by the Tribe from time to time.

Section 13. Consultation on Project Design.

Without compromise of its sovereign rights, the Tribe shall consult, in good faith, with the City Planning Department in order to elicit City input on Project siting, design and the best practices to mitigate light pollution and noise, including input on the best available technology to achieve those objectives. Such consultation will also focus on the maintenance or placement of site buffers or other effective forms of screening as may be necessary to visually screen the Project's buildings, structures and parking areas from residential and historic areas of the City.

Section 14. Green Construction.

The Tribe shall use commercially reasonable efforts to utilize sustainable development and construction principles and environmentally friendly construction methods with the goal of striving to construct a building that is both economically feasible and substantially compliant with the Leadership in Environmental and Energy Design (LEED) program; *provided, however,* that the Project shall not be required hereunder to obtain an actual certification under the LEED program.

Section 15. Police Protection.

A. Police Protection.

It is anticipated that the provision of police protection to the Subject Property will be addressed in the Compact. It is currently anticipated that such police protection will be provided by the City. In the event the Tribe establishes a tribal police force for the Subject Property, (i) the Parties shall meet and negotiate in good faith for a cross-deputization and mutual aid agreement identifying the respective jurisdictional activities of the tribal police force and the City Police Department; and (ii) the City will assist the Tribe in its establishment of a tribal police force, including working cooperatively to seek federal funds available to recognized Indian Tribes for public safety and police services; provided that the Tribe remains responsible to pay or reimburse the City for any costs incurred by the City in providing such assistance.

B. Special Events.

Whenever the Tribe schedules a special event on the Subject Property, the Tribe shall consult with the City as to whether additional police assistance is required for the health, safety and welfare of Casino patrons, employees and City residents. If the Parties determine that such assistance is required, the Tribe will reimburse to the City for the full costs of police coverage of such events in accordance with an agreement which will be reviewed on an annual basis.

Section 16. Local Hiring and Purchasing Preference.

Subject to employment and vendor preferences relating to tribal members, the Tribe shall work in good faith with the City to: (i) employ (or cause its contractors to employ) City residents during construction and operation of the Project and (ii) purchase goods and services from local vendors provided that the cost and quality is competitive with other sources. The Tribe shall provide the City with semi-annual written reports detailing its compliance with the requirements of this Section.

Section 17. Prohibited Activities.

The Tribe agrees that the following activities shall not be permitted at any time at the Subject Property, and will adopt an ordinance prohibiting them and providing for the enforcement of these prohibitions:

A. Gambling Prohibited for Minors.

Persons under the age of 21 shall not be allowed to gamble. Individuals under the age of 21 may pass through Gaming rooms or areas only if they are *en route* to a non-gaming room or area of the Casino.

B. **Alcohol Prohibited for Minors.**

Persons under the age of 21 shall not be allowed to purchase, consume, or otherwise possess alcoholic beverages. All alcohol beverage service shall be subject to liquor laws of the Commonwealth, the County and the City, to the extent applicable, and any federally approved liquor ordinance of the Tribe.

C. **Nude Entertainment Prohibited.**

Nude entertainment, nude dancing, or venues containing nudity shall not be permitted at the Subject Property.

Section 18. Undertakings of the City.

In consideration for the mitigation measures to be undertaken by the Tribe in this Agreement, and in further recognition of the many benefits the Project will bring to the City, the City shall do the following:

A. **Municipal Services.**

The City shall provide the services identified in this Agreement. Except as otherwise provided for herein, the City shall provide normal and customary general municipal services to the Project as are available to residents and other commercial entities situated in the City.

B. **Response to Comments.**

The City shall reasonably assist the Tribe in responding to negative comments about the Project, reiterating the City's support and the basis therefor.

C. **Intervention in Litigation.**

Upon the written request of the Tribe, the City shall defend, intervene in or participate as *amicus curiae* in any lawsuit challenging any City, Commonwealth or federal approvals necessary for gaming to occur on the Subject Property including an appeal of or legal challenge to, this Agreement, *provided, however*, that if the Tribe shall request the City to defend, intervene or participate in any such lawsuit, the Parties shall agree upon a budget for the costs of such defense, intervention or participation (such costs to include disbursements and fees for outside attorneys and consultants), and the Tribe shall be responsible for the payment of all such budgeted costs.

D. **Letters of Support.**

The City shall prepare and forward letters of support for the Trust Application and Compact to the United States Department of the Interior, the Governor, and key members of the

Massachusetts State Legislature as jointly identified by the Parties when reasonably requested by the Tribe.

Section 19. Tribal-City Advisory Committee.

In matters other than issues appropriately arising under the dispute resolution provisions of Section 20.I, the City and the Tribe shall establish a permanent Advisory Committee. The jurisdiction of the Advisory Committee shall encompass any matter within the scope of this Agreement including questions related to implementation of the Agreement, subject to Section 20.I. The Advisory Committee will be organized within three (3) months of the Opening Date.

A. Composition.

The Advisory Committee shall be composed as follows: one (1) member of the Municipal Council or its designee; the Mayor or her/his representative; one (1) resident of East Taunton to be appointed by the Mayor; one (1) representative of a community organization established to address the local impacts of gambling as designated by the Mayor; four (4) representatives of the Tribe; and one (1) member who shall be selected by the other eight (8) members of the Advisory Committee. Members of the Advisory Committee shall serve at the pleasure of their respective appointing authorities.

B. Meeting Times and Locations.

The Advisory Committee shall meet quarterly or as otherwise needed at locations within the City or at the Subject Property according to procedures established by the Advisory Committee.

C. Authority of Committee.

The Advisory Committee may make recommendations to the Tribe and the City, including amendments to this Agreement, which both Parties shall consider before taking any action on an Advisory Committee recommendation. In addition, the Advisory Committee will work with the Tribe and the appropriate departments of the City to develop local tourist attractions and the marketing thereof for the mutual benefit of the Parties and enhancement of the Tribe's intention to create a travel destination for its customers.

Section 20. General Provisions.

A. Notices.

Any notices, consents, demands, requests, approvals, and other communications to be given under this Agreement by any Party to the other shall be deemed to have been duly given if given in writing and personally delivered, or sent by nationally recognized overnight courier, or sent by certified mail, postage prepaid, with return receipt requested, at the following addresses:

If to the City:
City of Taunton
141 Oak Street
Taunton, MA 02780
Attn: Mayor

With a copy to:
City of Taunton
141 Oak Street
Taunton, MA 02780
Attn: City Solicitor

If to the Tribe:
Mashpee Wampanoag Tribe
483 Great Neck Road South
Mashpee, MA 02649
Attn: Tribal Chairman

With a copy to:
Stephen I. Burr, Esq.
Rackemann Sawyer & Brewster, P.C.
160 Federal Street
Boston, MA 02110

Notices delivered personally or by courier, shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of 10:00 am on the third Business Day after mailing. Any Party may change its address for notice hereunder by giving notice of such change in the manner provided in this Section.

B. Assignment.

The City consents to the Tribe's assignment of this Agreement to the Authority, which will own and operate all of the assets related to the Project. The Authority shall be bound by this Agreement and the Tribe agrees to provide prior to such assignment a Tribal Council resolution authorizing the Tribe's limited waiver of the Authority's sovereign immunity acceptable to the City in its reasonable discretion. Notwithstanding the provisions of this Section, the Tribe's obligations to the City under this Agreement shall survive the assignment thereof.

C. Binding Effect.

This Agreement shall be binding upon the Parties, together with their respective successors, and permitted assigns.

D. Independent Covenants; Severability.

The existence of any claim or cause of action of any Party ("First Party") against the other Party ("Second Party"), whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Second Party of the covenants and agreements of the First Party contained in this Agreement. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, or by a decision of the United States Secretary of Interior, Bureau of Indian Affairs or agency charged with review of Agreements entered into with Indian Tribes, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

E. Language; Captions; References.

Whenever the context requires, references in this Agreement to the singular number shall include the plural, the plural number shall include the singular, and words denoting gender shall include the masculine, feminine, and neuter. Section headings in this Agreement are for convenience of reference only and shall not be considered in construing or interpreting this Agreement. "Hereof," "hereto," "herein," and words of similar import used in this Agreement shall be deemed references to this Agreement as a whole, and not to any particular section, paragraph, or other provision of this Agreement unless the context specifically indicates to the contrary. Any reference to a particular "section" shall be construed as referring to the indicated section of this Agreement unless the context indicates to the contrary. Whenever the term "including" is used herein, it shall mean including without limitation.

F. Ambiguities.

The general rule of contract construction that any ambiguity in a contract will be construed against the party drafting such contract shall not apply to this Agreement.

G. No Third Party Beneficiaries.

This Agreement does not create, and shall not be construed as creating, any right enforceable by any person not a party to this Agreement. Any covenant or agreement contained in this Agreement shall be only for the benefit of the Parties and their respective successors and permitted assigns.

H. Relationship of the Parties.

Nothing in this Agreement shall create or be deemed to create the relationship of partners, joint venturers, employer-employee, fiduciaries or principal-agent among the Parties, nor shall any Party have any authority to assume or create any obligation or responsibility whatsoever, express or implied, on behalf of or in the name of any other Party or to bind any other Party in any manner whatsoever, nor shall any Party make any representation, warranty, covenant, agreement, or commitment on behalf of any other Party.

I. Limited Waivers of Sovereign Immunity and Dispute Resolution.

(1) By the City. The City hereby waives its immunity, if any, in the Courts of the Commonwealth or federal courts of appropriate jurisdiction, in favor of the Tribe for the purpose of resolving all Disputes. This includes compulsory arbitration of Disputes as provided for herein and permitting the Massachusetts state courts to compel such arbitration and to enforce the terms of any award or order resulting from such arbitration.

(2) By the Tribe. The Tribe hereby waives its sovereign immunity in the courts of the Commonwealth or federal courts of appropriate jurisdiction in favor of the City for the purpose of resolving all Disputes. This includes compulsory arbitration of all Disputes as provided for herein and permitting the Massachusetts state courts to compel such arbitration and to enforce the terms of any award or order resulting from such arbitration. The Tribe also expressly forgoes and waives any claim that the exhaustion of any tribal court proceeding is or will be a necessary prerequisite to the initiation or maintenance of any actions subject to the waivers herein.

The Parties also agree that to the extent any suit is commenced as provided for herein, such suit shall be brought in the Court (and appeals therefrom shall be brought in the Massachusetts Appellate Courts) and the Parties hereby consent to the jurisdiction of the Court.

(3) Disputes. It is acknowledged by the Parties that a quick and efficient resolution of any Dispute is critical to the implementation of this Agreement. In order to effectuate such intent, the Parties do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the Parties that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section. The Parties mutually agree that unless prohibited by law each Party shall keep the existence and subject matter of the Disputes and any information concerning any resulting arbitration proceeding as well as the terms of any settlement or award strictly confidential.

(4) Dispute Notice. Either Party shall give the other a Dispute Notice which Dispute Notice shall set forth the amount of loss, damage, and cost of expense claimed, if any.

(5) Good Faith Negotiations Within 10 days of the Dispute Notice the Parties shall meet to negotiate in good faith to resolve the Dispute. Separately and independently, either Party may seek injunctive relief from the Court, to maintain the status quo during the following dispute resolution process, upon or after service of a Dispute Notice by one Party upon the other.

(6) Arbitration. In the event the Dispute is unresolved within 30 days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated by a single arbitrator through and administered by the AAA upon the filing by either Party of a written demand with AAA, with notice to the other Party. Further, the Dispute shall be subject to the Commercial Arbitration Rules of the AAA effective June 1, 2009 and as may be amended thereafter. The Parties also agree that the Dispute shall be arbitrated in Boston, Massachusetts, before an arbitrator selected pursuant to the AAA's arbitration selection process. Upon such Dispute being submitted to the AAA for resolution, the AAA and the arbitrator shall assume exclusive jurisdiction over the Dispute.

Notwithstanding anything herein to the contrary set forth in this Agreement, the Parties agree they shall promptly exchange all documents relevant to the Dispute, the identity and location of all witnesses who have personal knowledge of the facts relating to the Dispute and shall be limited to no more than five (5) depositions by each Party. The intention of the Parties is that all Disputes shall be arbitrated expeditiously.

For each issue decided by the arbitrator, the arbitrator shall award the expenses of the proceeding, including reasonable attorneys' fees, to the prevailing Party with respect to such issue. The arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be governed by the terms and provisions of this Agreement and applicable law. To the extent any provisions of this Agreement are inconsistent with the AAA Rules, this Agreement shall control.

Any arbitration award may be entered as a judgment in the Court and the Parties consent to the Court's jurisdiction for purposes of entering and enforcement of such judgment. A printed transcript of any such arbitration proceeding shall be kept and each of the Parties shall have the right to request a copy of such transcript, at its sole cost.

The Parties agree that, in addition to monetary relief, the arbitrator may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the Parties further agree that the arbitrator is empowered to enforce any of the provisions of this Agreement. The arbitrator shall issue a reasoned opinion in support of each award in excess of Seventy-Five Thousand ($75,000). The arbitrator shall not have the authority to issue punitive damages. Notwithstanding anything to the contrary set forth in this Agreement, the City agrees that, other than the payments set forth in Section 20.M(2), any recovery of a monetary judgment against the Tribe shall be enforced solely against Net Slot Revenues.

J. Choice of Law.

The laws of the Commonwealth shall govern the validity or enforceability and the interpretation and construction of all provisions of this Agreement and all issues hereunder.

K. Judicial Review.

The Parties consent to all actions for enforcement of all awards in arbitration, which actions shall be in the Superior Court of the County.

L. Effective Date.

This Agreement shall become effective on the last to occur of: (i) the date that this Agreement is executed by both Parties; and (ii) the date that the voters of the City approve the Referendum.

M. Termination by the Tribe.

(1) At any time before the Subject Property is taken into trust by the United States, the Tribe may elect to terminate this Agreement without penalty provided that the Tribe has paid the City all of its actual out-of-pocket expenses relating to the Project and this Agreement and, provided that the condition set forth in Section 5.B1 hereof has been satisfied, the payment to the City of the amount set forth in Section 5.B1 hereof.

(2) After the Subject Property is taken into trust by the United States, and provided that the Tribe is not in default or breach of any of its covenants or obligations to the City hereunder, the Tribe may terminate its obligation to construct the Project (but not any other obligation or provision of the Agreement) upon payment to the City (i) all of its actual out of pocket expenses relating to the Project and this Agreement; and (ii) the sum of Five Million Dollars ($5,000,000), payable from the Tribe's Gaming revenues.

(3) The foregoing payments shall be the City's sole and exclusive remedy for any decision by the Tribe to not proceed with the Project in the City for any or no reason.

N. Amendment/Modification.

This Agreement may not be modified or amended except by a writing of equal formality signed by both Parties. The Tribe agrees that it will not adopt any resolution (i) negating or impairing the provisions of this Agreement, or (ii) revoking, modifying or changing the Tribe's limited waiver of sovereign immunity set forth in this Agreement.

O. Good Faith and Fair Dealing.

The Parties to this Agreement agree that this Agreement imposes on them a duty of good faith and fair dealing.

P. Indemnification.

(1) The Tribe agrees to and shall indemnify, defend, protect, and hold harmless the City from and against any and all Claims, and in case any action or proceeding be brought against the City (or the City's agents, employees, contractors, subcontractors or legal counsel) by reason of any such Claim, the Tribe upon notice from the City shall have the option to defend the City relative to such Claim at the Tribe's expense by counsel reasonably satisfactory to the City. However, in the event that the Tribe does not elect to defend the action or proceeding, the City shall defend the same, at the Tribe's expense, and shall consult with the Tribe during the pendency of the action or proceeding.

(2) The City agrees to and shall indemnify, defend, protect, and hold harmless the Tribe from and against any and all Claims, and in case any action or proceeding be brought against the Tribe (or the Tribe's agents, employees, contractors, subcontractors or legal counsel) by reason of any such Claim, the City upon notice from the Tribe shall have the option to defend the Tribe relative to such Claim at the City's expense by counsel reasonably satisfactory to the Tribe. However, in the event that the City does not elect to defend the action or proceeding, the Tribe shall defend the same, at the City's expense, and shall consult with the City during the pendency of the action or proceeding.

(3) Notwithstanding the foregoing provisions of this Section 20.P: (i) the City shall be liable to the Tribe under the provisions of this Section 20.P only to the extent that the City would have been liable under applicable statutes of the Commonwealth had the action or proceeding giving rise to the Claim for which indemnification is being sought been brought by a non-Party; and (ii) the Tribe shall be liable to the City under the provisions of this Section 20.P only to the same extent that the Tribe would have been liable assuming the same applicable statutes of the Commonwealth were also applicable to the Tribe had the action or proceeding giving rise to the Claim for which indemnification is being sought been brought by a non-Party.

Q. Entire Agreement/Merger.

This Agreement contains the entire agreement between the Parties and supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter. This Agreement may only be amended in writing with the approval of both Parties.

R. Approval by the Department of the Interior.

At a mutually acceptable time, the Parties agree to submit this Agreement to the Department of the Interior for either (i) approval pursuant to 25 U.S.C. § 81 or (ii) a written reply from the Department of the Interior that this Agreement does not require approval under 25 U.S.C. § 81 to be enforceable.

S. Execution in Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute but one and the same instrument.

Section 21. Additional Covenants.

On or before June 9, 2012:

(1) The Tribe shall: (i) adopt a Tribal Council resolution of limited waiver of sovereign immunity in reasonable and customary form consistent with the provisions of this Agreement, which formally waives the sovereign immunity of the Tribe exclusively in favor of the City as to Disputes, and (ii) deliver to the City the Legal Opinion; and

(2) The City shall deliver to the Tribe the Legal Opinion.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the date first above written.

City of Taunton

By: Thomas C. Hoye, Jr.

Title: Mayor

Date: July 10, 2012

Approved as to form and character:

By: Jason D. Buffington

Title: City Solicitor

7/10/2012

Mashpee Wampanoag Tribe

By: Cedric Cromwell

Title Chairman

Date: June 26, 2012

Exhibit A

Map of the Subject Property

Property Plan

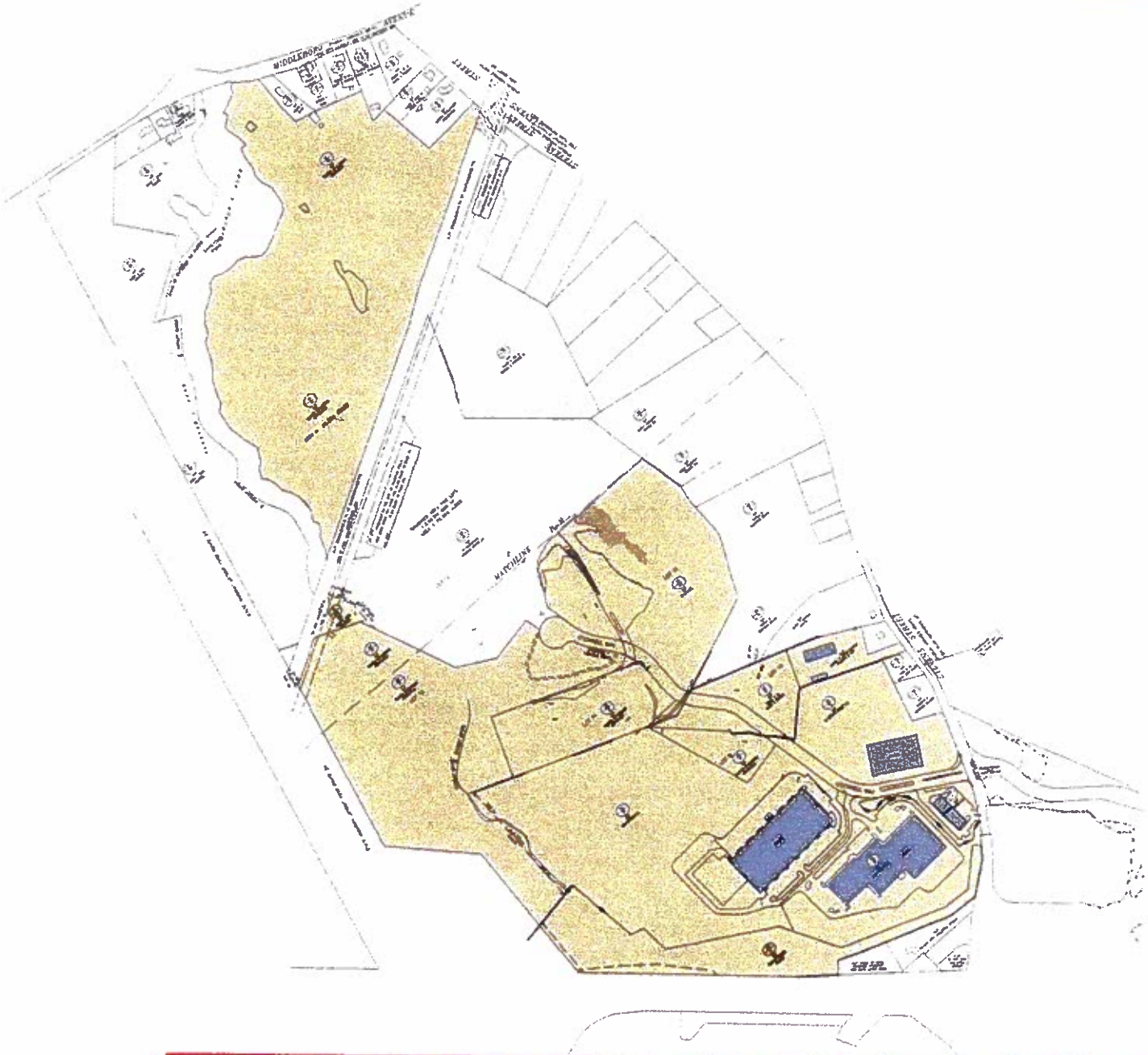


Exhibit B

Description of the Project

PHASE 1

Casino – 150,000 Sq. Ft.

- 3,000 slots
- 150 table games
- 40 poker tables

Food & Beverage

- Food Court – 7 to 10 branded themed outlets
- International Buffet
- Two Fine Dining Restaurants
  - Steakhouse / Seafood
  - Asian Restaurant
- Center Bar with lounge seats and small stage

Retail – 10 retail stores

2,500 to 3,200 space parking garage and 2,085 surface parking spaces

PHASE 2

300 Room 3.5 to 4 Star Hotel

- Additional gaming space
- 12 to 15 Stories in height
- Spa
- Large Pool
- Roof Terrace
- 6 Event / Meeting Rooms

PHASE 3

- 300 Room mid-range hotel
- 12 to 15 Stories in height
- 200 seat 24 hour café restaurant

PHASE 4

15,000 Sq. Ft. Event Center

300 Room Family "Water Park" Hotel (12 to 15 stories in height)

25,000 Sq. Ft. Indoor/Outdoor Water Park

700 surface parking spots

Exhibit C
Traffic Mitigation Measures

Proposed geometric and traffic signal improvements measures to mitigate identified traffic impacts are discussed in this Exhibit. Any measures affecting state-controlled highways or signals will be coordinated with and approved by MassDOT.

Route 24/Route 140 Interchange

As stated above, the Massachusetts Department of Transportation, in conjunction with replacing the structurally deficient Route 24 bridge over Route 140 and addressing regional traffic concerns has investigated a number of conceptual alternatives for relieving traffic congestion, accommodating a potential future widening of Route 24 and improving pedestrian and bicycle accommodations at the interchange of Route 24 with Route 140 in Taunton (MassDOT Project #605888). Improvements at this location have been under consideration since the mid-1990's by the Southeast Regional Planning and Economic Development District (SERPEDD). In 2003, improvements were studied in relationship to proposed LUIP development; in 2008 acceleration and deceleration lanes were added to Route 24 to accommodate periodic queues generated by the interchange. At the present time, alternatives for improvements have been identified but the project has not reached the feasibility study stage.

Given the long-term time frame necessary for planning, permitting, design and construction, it is not realistic to expect that these improvements will be available in time for the opening of the proposed casino. For this reason, interim improvements are proposed to improve the existing operation of the interchange and accommodate casino traffic, as follows. The proponent and City will continue to work with MassDOT to develop a long-term interchange alternative which when realized will accommodate all projected traffic volumes including the potential revitalization of the Silver City Galleria Mall.

Route 24 SB Ramp (Exit 12B)/County Street (Route 140) Interchange

At the Route 24 SB Ramp, the Route 140 NB approach will be widened to accommodate 2 left-turn lanes and 2 through lanes just beyond the Route 24 overpass, as shown in **Figure C-1.** The widening required will not affect the Route 24 bridge abutments. The Route 24 SB off-ramp approach which we realigned and widened to have double left-turn lanes and a single channelized right-turn lane, which will enter into its own lane allowing a free, uninterrupted movement. Widening of the ramp is required to open up the single lane ramp to 2 lanes prior to approaching Route 140. The right-turn lane will be signalized so as to not conflict with the northbound double left-turning movement. The Route 140 SB approach will be widened to allow 2 through lanes and a channelized right-turn lane, capable of accommodating the resultant queues. Route 140 SB beneath Route 24 will be widened to accommodate two through lanes and a barrier separated through lane which accommodates the free right turn from the Route 24 SB off-ramp. This improvement will include updating all traffic signal equipment. All planning, permitting, design and construction costs associated with implementing these improvements are included in this improvement.

Route 24 NB Ramp (Exit 12A)/County Street (Route 140)

At the Route 24 NB Ramp, the Route 140 SB approach will have 2 through lanes, an added lane from the Route 24 SB ramp, and 1 exclusive left-turn lane. The northbound approach will have 2 through lanes and 2 channelized right-turn lanes, as shown in **Figure C-1.** Under existing conditions, the channelized right-turn lane operates under yield control. With the addition of another lane for the right-turning movement, the channelized right-turns will be signalized. The Route 140 NB right turn approach will be widened to allow two channelized right-turn lanes, capable of accommodating the resultant queues, that will taper to one lane onto Route 24 NB. This improvement will include updating all traffic signal equipment. All planning, permitting, design and construction costs associated with implementing these improvements are included in this improvement.

Galleria Mall Drive South/County Street/Route 140 SB Ramps (Exit 11A)

The majority of trips to the project site are expected to use Route 140 SB via Exit 11A. Currently, the Exit 11A ramp to the Stevens Street Connector has vehicular traffic entering into its own lane and then merges with traffic from County Street after approximately 150 feet. The volume from County Street and the Galleria Mall is minimal compared to that coming from Route 140 SB. To facilitate continuous flow from Route 140 SB to the Stevens Street Connector, it is proposed that the ramp maintain its own lane, while the County Street traffic merges from 2 lanes to 1 lane before meeting with the Route 140 SB ramp traffic, as shown in **Figure C-2**. The Stevens Street Overpass centerline will shift to the west to allow for 3 travel lanes as it approaches the signal at the Overpass Connector/Route 140 NB Ramps/Stevens Street intersection. The Stevens Street Overpass bridge will restriped to consist of 3 travel lanes in the northbound and 1 travel lane in the southbound directions. This improvement will include updating all traffic signal equipment. All planning, permitting, design and construction costs associated with implementing these improvements are included in this improvement.

Overpass Connector/Route 140 NB Ramps/Stevens Street Intersection

The existing signalization at this intersection cannot process the volumes being added to the northbound Stevens Street Overpass approach and the southbound Stevens Street left-turn lanes efficiently. To improve operations, it is suggested that the conflict between these 2 heavy movements be removed. A new ramp is proposed on Stevens Street to the north of this intersection to allow all Stevens Street southbound traffic to access Route 140 NB prior to this intersection, as shown in **Figure C-3.** This will remove the need for the double southbound left-turn at this intersection, requiring only a single shared through/right-turn lane for the Stevens Street southbound approach. The northbound Stevens Street Overpass Approach will have 3 through lanes and a channelized right-turn island. The northbound and eastbound approaches will continue to access Route 140 NB as they currently do. This intersection shall be coordinated with the intersection of O'Connell Way/Stevens Street/LUIP Phase 1 Drive. This improvement will include updating all traffic signal equipment. All planning, permitting, design and construction costs associated with implementing these improvements are included in this improvement.

Route 140 NB (between Exit 11 and 12)

The additional ramp from Stevens Street will require some widening of Route 140 NB where the ramp meets the highway. Since the new ramp will enter Route 140 NB approximately 700 feet from the existing on-ramp to the south, it is proposed that this ramp be separated from the main line traffic by a barrier, as shown in **Figure C-3.** The traffic from both ramps will merge together before joining with main line Route 140 NB traffic. In addition, Route 140 NB will be widened from 2 lanes to 3 lanes between the new ramp and the approach to the Route 24 NB on-ramp. The approach to the Route 24 northbound ramp will be widened to allow for a double right turn to the ramp as mentioned previously. This improvement will include all planning, permitting, design and construction costs associated with implementing this improvement.

Site Driveways

O'Connell Way/Stevens Street/LUIP Phase 1 Drive

With the added volume at the southern end of Stevens Street and into and out of the project site, O'Connell Way/Stevens Street will need to be signalized. As shown in **Figure C-4,** the northbound Stevens Street approach will have 2 left-turn lanes, a through lane, and a right-turn lane. The southbound approach will continue to have a left-turn lane and a through/right-turn lane. The eastbound site drive approach will operate as an uninterrupted channelized right-turn, which will enter into its own lane on Stevens Street. This will allow immediate access onto the new ramp to Route 140 NB. Left-turns and through movements will not be allowed out of the main site driveway, physically restricted by geometry. The westbound approach will operate as left-turn/through lane and a right-turn lane. This intersection shall be coordinated with the intersection of Overpass Connector/Route 140 NB Ramps/Stevens Street Intersection. This improvement will include updating all traffic signal equipment. All planning, permitting, design and construction costs associated with implementing these improvements are included in this improvement.

Stevens Street/Proposed Casino Service Road

A secondary service road has been proposed to the east of the proposed garage to accommodate service vehicles generated by Crossroads Center and by the casino itself, as shown in **Figure C-5**. The garage exits will be signed so as to prohibit right turns by casino patrons or employees on to that service road. Further, the proponent will work with the City of Taunton and MassDOT to investigate a truck exclusion on Stevens Street north of the service driveway. All planning, permitting, design and construction costs associated with implementing these improvements are included in this improvement.

Route 140 West of Route 24 Improvements

MassDOT Project #605191 involves roadway reconstruction, median installation and sidewalk reconstruction on Route 140 in the City of Taunton. Also included are traffic signal upgrades and drainage improvements. Additionally, MassDOT Project #605679 included the total reconstruction of Harts Four Corners. Four study area intersections with Route 140 are

included in this project area: Hart's Four Corners, Mozzone Boulevard, Hess Gas Station/Bristol-Plymouth High School and Erika Drive. While the MassDOT project will widen the road and make positive changes to today's operations, Project-related mitigation at intersections in this corridor include the following measures.

Mozzone Boulevard/County Street (Route 140)

At Mozzone Boulevard/County Street, the northbound Route 140 left-turn movement is very difficult to make during the weekday evening and Saturday mid-day peak hours. Due to the high volumes making this move, the left-most northbound lane operates as a de facto left-turn lane during these times. With added volumes on Route 140, it will be even more difficult to find acceptable gaps in the southbound traffic in order to make the northbound left-turn movement.

To improve operations, a short leading northbound phase is proposed to allow left-turning vehicles to make protected and permissive turns. Re-striping the northbound lanes to have a left-turn only lane and a through lane would allow the leading northbound phase to be actuated only when vehicles are detected in the left-most lane. This signal shall be coordinated with the signals at Erika Drive, the Bristol Plymouth High School Drive and the Route 24/140 interchange. All planning, permitting, design and construction costs associated with implementing these improvements are included in this improvement.

Bristol Plymouth HS Drive/County Street (Route 140)

The high school driveway and Hess station approaches to this intersection currently operate with significant delays to the driveways, particularly the traffic leaving Bristol-Plymouth High School. With the additional volumes along County Street, the delay for these driveway movements will increase. It is proposed that this intersection, if warranted, be signalized to allow vehicles to enter and exit the driveways more easily. All planning, permitting, design and construction costs associated with implementing these improvements are included in this improvement.

Erika Drive/County Street (Route 140)

During the Saturday mid-day peak hour, the Erika Drive approach worsens under Build Conditions. By updating the cycle length and phasing splits at this location, all approaches can achieve acceptable operations during all peak hours. No geometric changes are necessary at this intersection. Costs associated with this improvement will include updating the traffic signal controller.

If the casino opening date precedes the implementation of MassDOT project#605191 the intersections of Mozzone Boulevard, Erika Drive and (if constructed) Bristol Plymouth HS Drive shall be coordinated during peak hours as a condition of this mitigation proposal.

Hart's Four Corners -- Hart Street/County Street (Route 140)

This location is assigned as MassDOT project #605679. The 25% plans were approved in September 2011, and design is progressing. The current design proposes that both County Street approaches be widened to 3 lanes consisting of a left-turn lane, a through lane, and a shared

through/right-turn. The lane usage for the Hart Street approaches is proposed to remain as a shared left-turn/through lane and a right-turn lane. To further improve operations at this location, it is suggested that both Hart Street approaches be widened at the intersection to include a left-turn lane, a through lane, and a right-turn lane. All planning, permitting and construction costs associated with implementing these improvements are included in this improvement.

County Street (Route 140)/Gordon M. Owen Riverway Extension

Under Existing Conditions, the Gordon M. Owen Riverway Extension approach operates with considerable delay during the peak hours. By adjusting the phasing splits at this intersection, the delay for this approach and the intersection overall can be improved. No geometric changes are necessary at this intersection. This improvement will include all costs of updating the traffic signal equipment.

Improvements at Other Locations

High Street/Winthrop Street

The High Street westbound left-turn movement worsens during the weekday morning and Saturday mid-day peak hours, respectively. During the evening peak hour, the Winthrop Street southbound approach also worsens. While this location is already nearing capacity during the evening peak hour under Existing Conditions, mitigation can be done to lessen the impact of the added trips and even improve the operations over the Existing Conditions.

Operational improvements at High Street/Winthrop Street can be achieved without having to do any major geometric changes by updating the signal timings and phasing. Signal phasing changes will allow this intersection to operate at an acceptable level.

Winthrop Street (Route 44) at Highland Street

This intersection will be evaluated and updated signal timings and phasing will be implemented to improve operational conditions.

Emergency Vehicle Pre-emption at Thirteen Signalized Intersections

A total of thirteen existing traffic signals will be outfitted with emergency vehicle priority equipment to allow a rapid response from the firehouse to the Casino site, including any locations where signal modifications are already proposed. Up to ten emergency response vehicles will be outfitted with emitters to trigger the before mentioned emergency vehicle priority equipment. All costs of implementation are included.

East Taunton Neighborhood Improvements

Various "traffic calming" measures are recommended in East Taunton to reduce speeds, improve safety and discourage vehicles traveling to/from the project area from using the residential streets. The proponent will contribute funds to initiate planning for and implementation of a comprehensive traffic calming plan for the area shown in **Figure C-6.** The contribution will include an allowance for monitoring project traffic on Stevens Street,

Middleboro Avenue and other neighborhood roadways at agreed-upon intervals after opening of each phase of the project. Additionally, specific intersection improvements proposed include the following:

Bristol Plymouth High School Drive/Hart Street/Poole Street

Improvements proposed here include realignment of the High School driveway to align with Poole Street, ADA accommodations and a flashing warning beacon on Hart Street.

Stevens Street/Middleboro Avenue

Proposed improvements include a flashing warning beacon, ADA accommodations, sidewalk widening on the intersection approaches, and installation of crosswalk markings. Additionally, it is proposed that Stevens Street be signed as a Heavy Vehicle Exclusion.

Stevens Street/Pinehill Street

A raised intersection is proposed at this location. In addition, radar speed control signs both northbound and southbound in advance of Pinehill Street are proposed, along with ADA improvements at the intersection updated crosswalk markings and a posted Heavy Vehicle Exclusion for Pinehill Street.

Middleboro Avenue/Pinehill Street/Caswell Street

A modern roundabout or fully actuated traffic signal control is proposed at this location. Heavy Vehicle exclusion signs can be provided on Pinehill Street. ADA accommodations and crosswalks are also proposed. All planning, permitting, design and construction costs associated with implementing these improvements are included in this improvement.

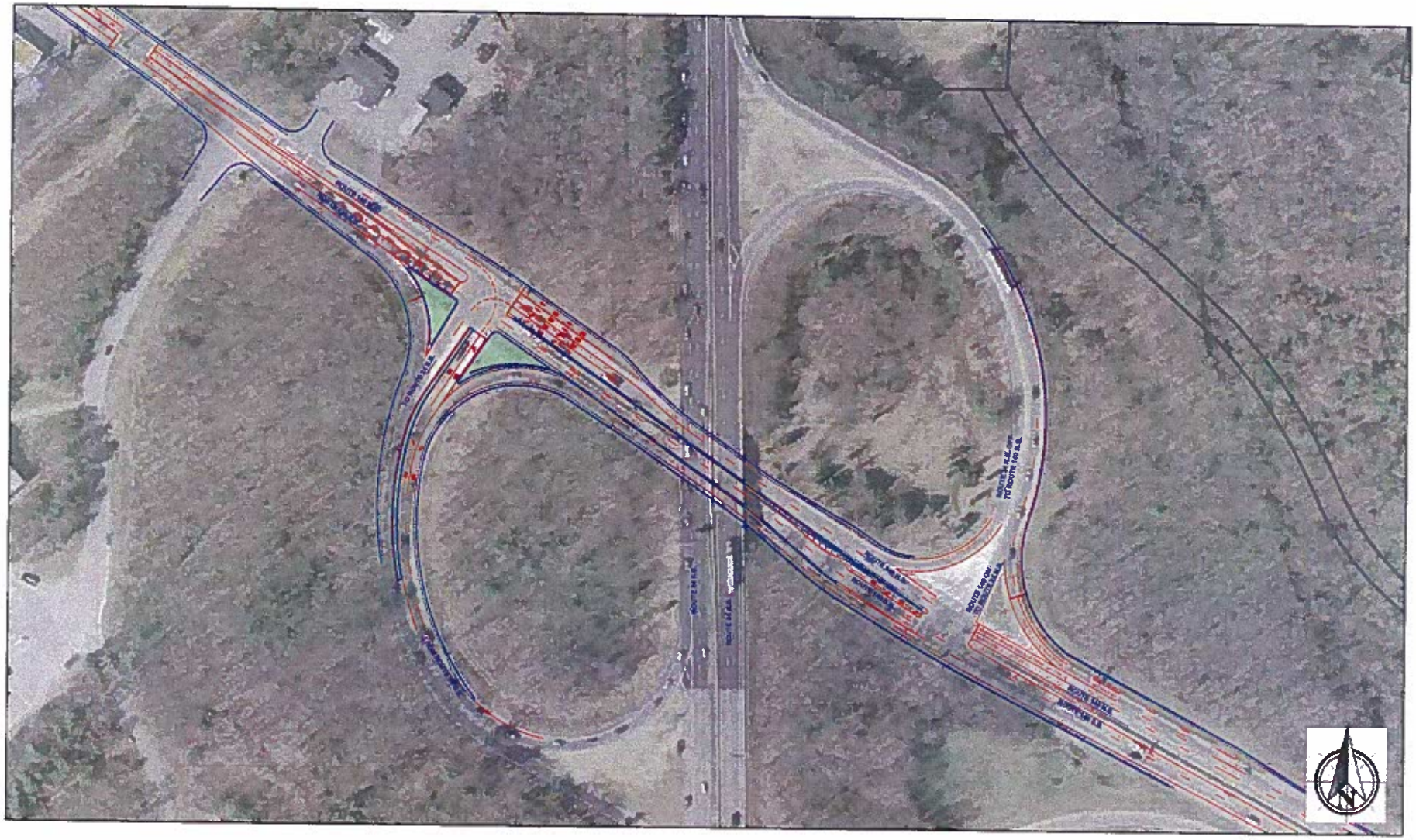
Middleboro Avenue/Old Colony Avenue/Liberty Street

A modern roundabout or fully actuated traffic signal control is proposed at this location. Geometric improvements, ADA accommodations, crosswalks and sidewalks are proposed to provide improved channelization of traffic and redistribute unused roadway space to pedestrians. All planning, permitting, design and construction costs associated with implementing these improvements are included in this improvement.

East Taunton Elementary Driveway at Stevens Street

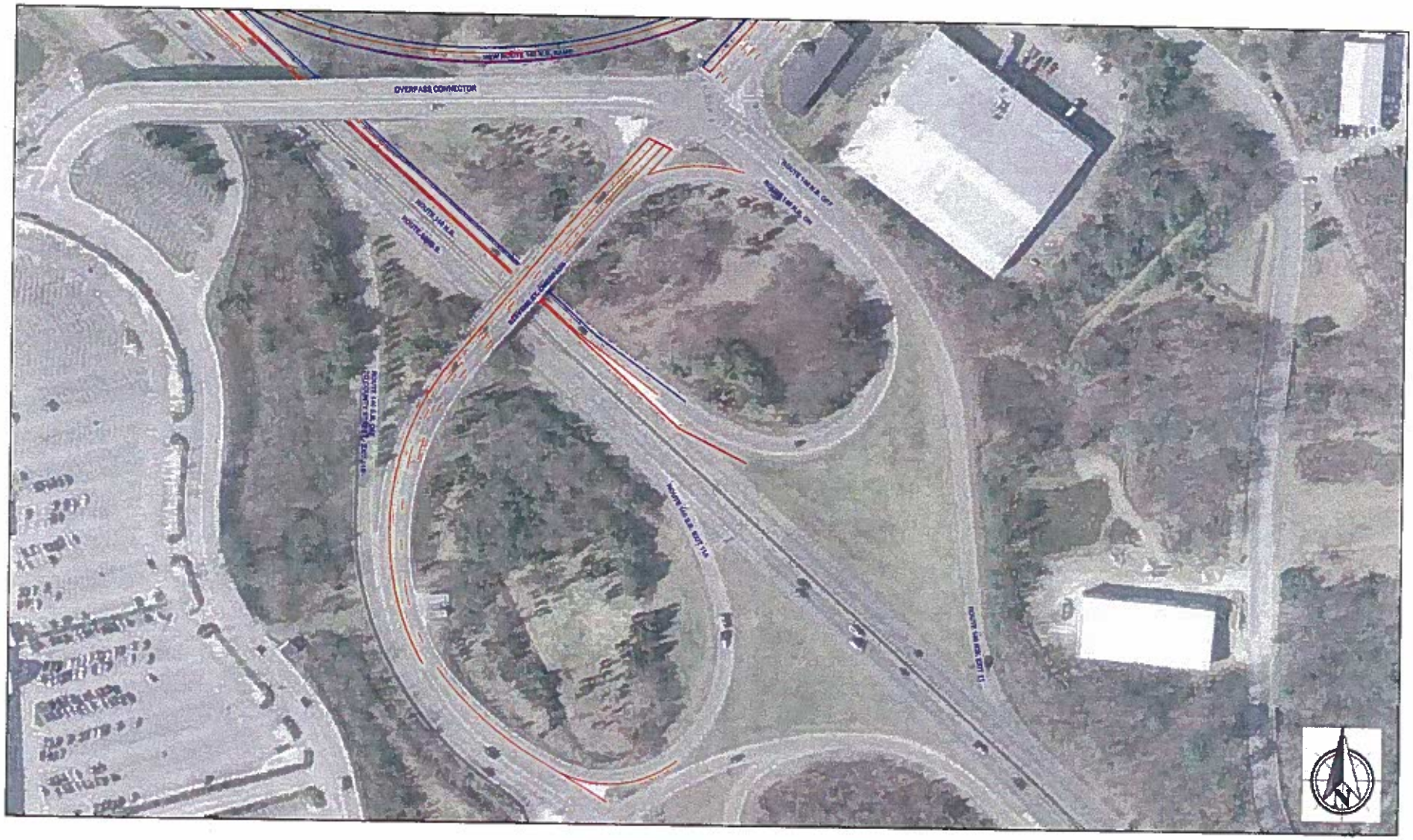
School zone flashing warning devices will be installed on each approach to the driveway, along with the appropriate signage and pavement markings.

Figure C-1. Route 24 NB and SB Ramp (Exits 12A and 12B)/County Street (Route 140) Interchange



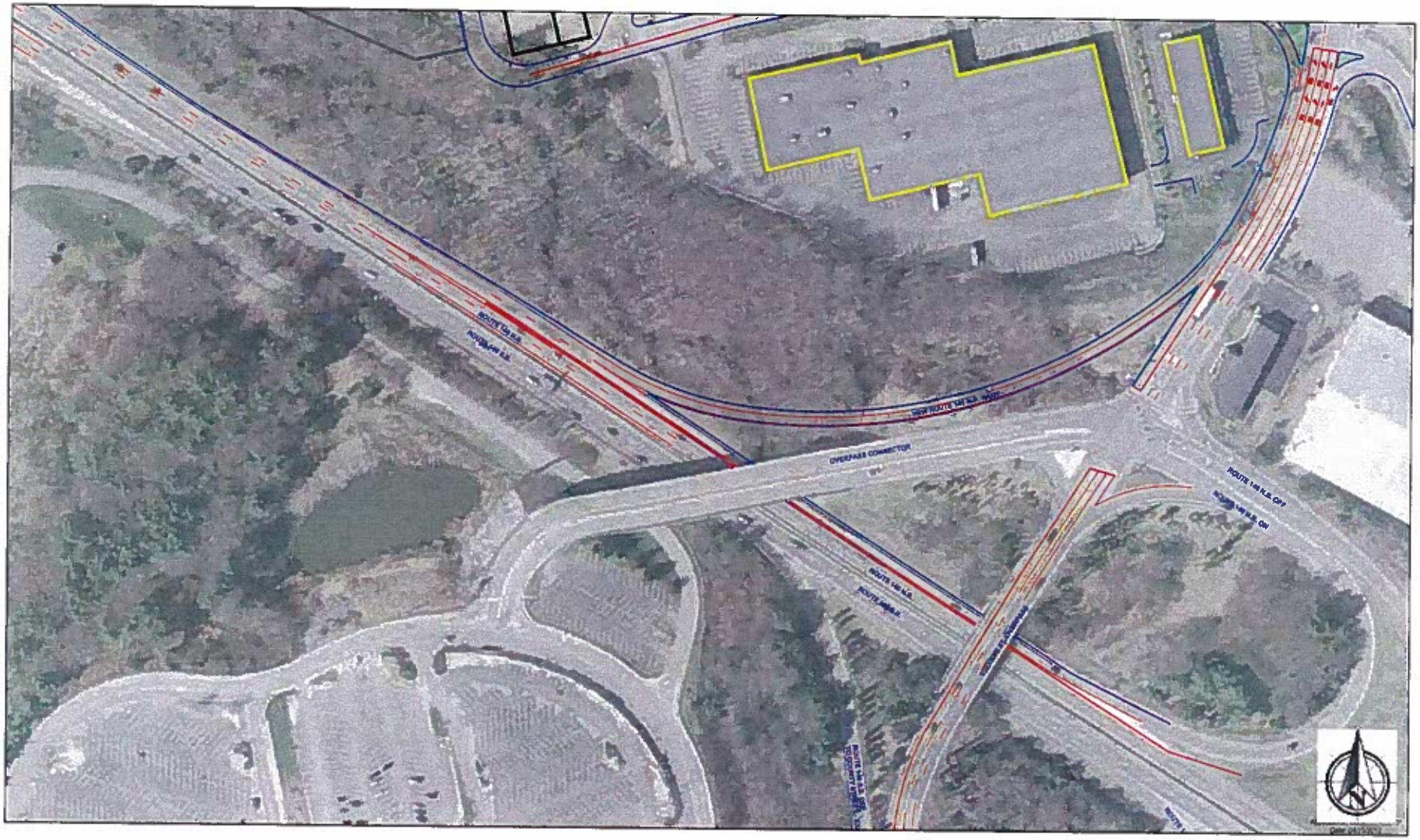
Not to scale.

Figure C-2. Galleria Mall Drive South/County Street/Route 140 SB Ramps (Exit 11A)



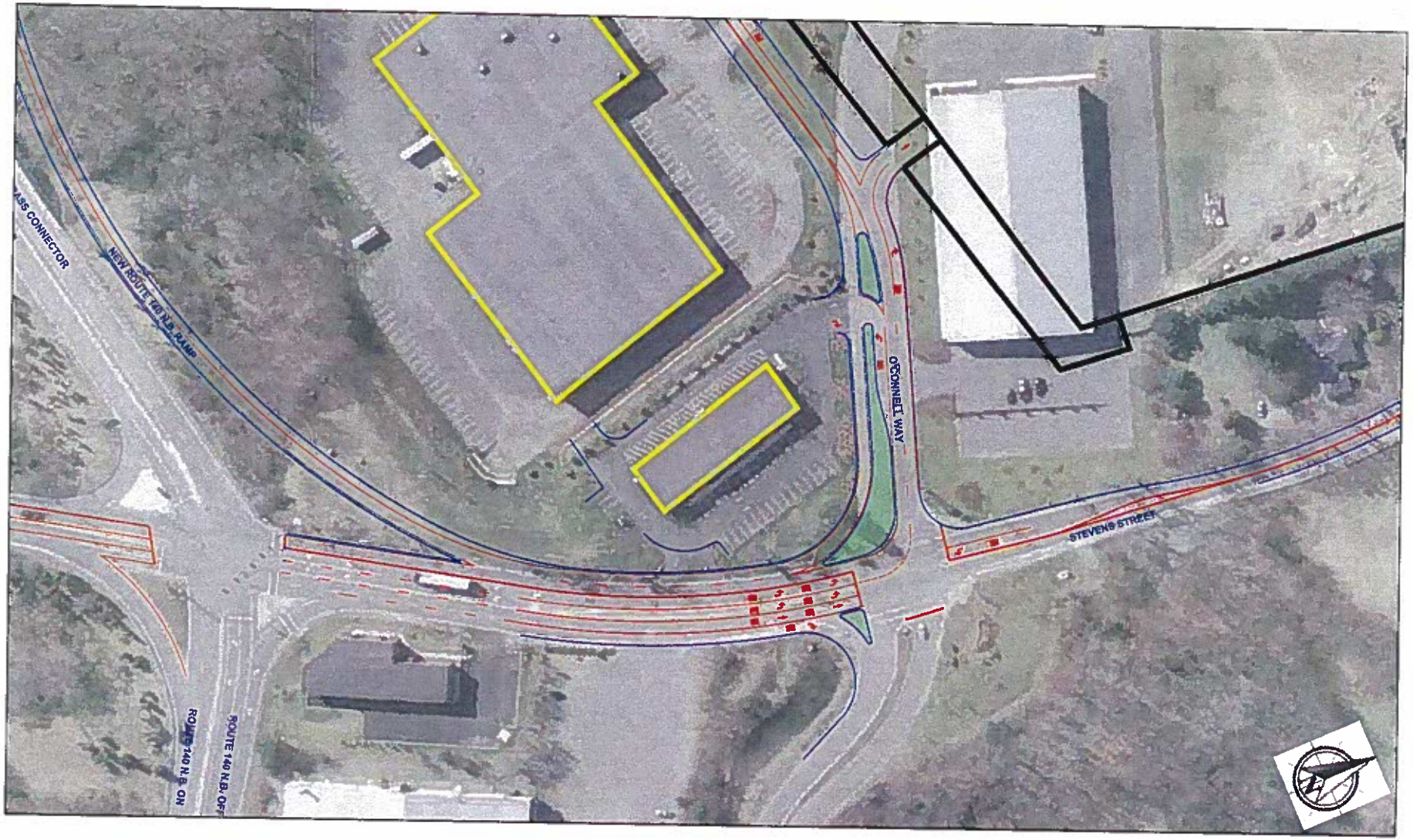
Not to scale.

Figure C-3. Overpass Connector/Route 140 NB Ramps at Stevens Street



Not to scale.

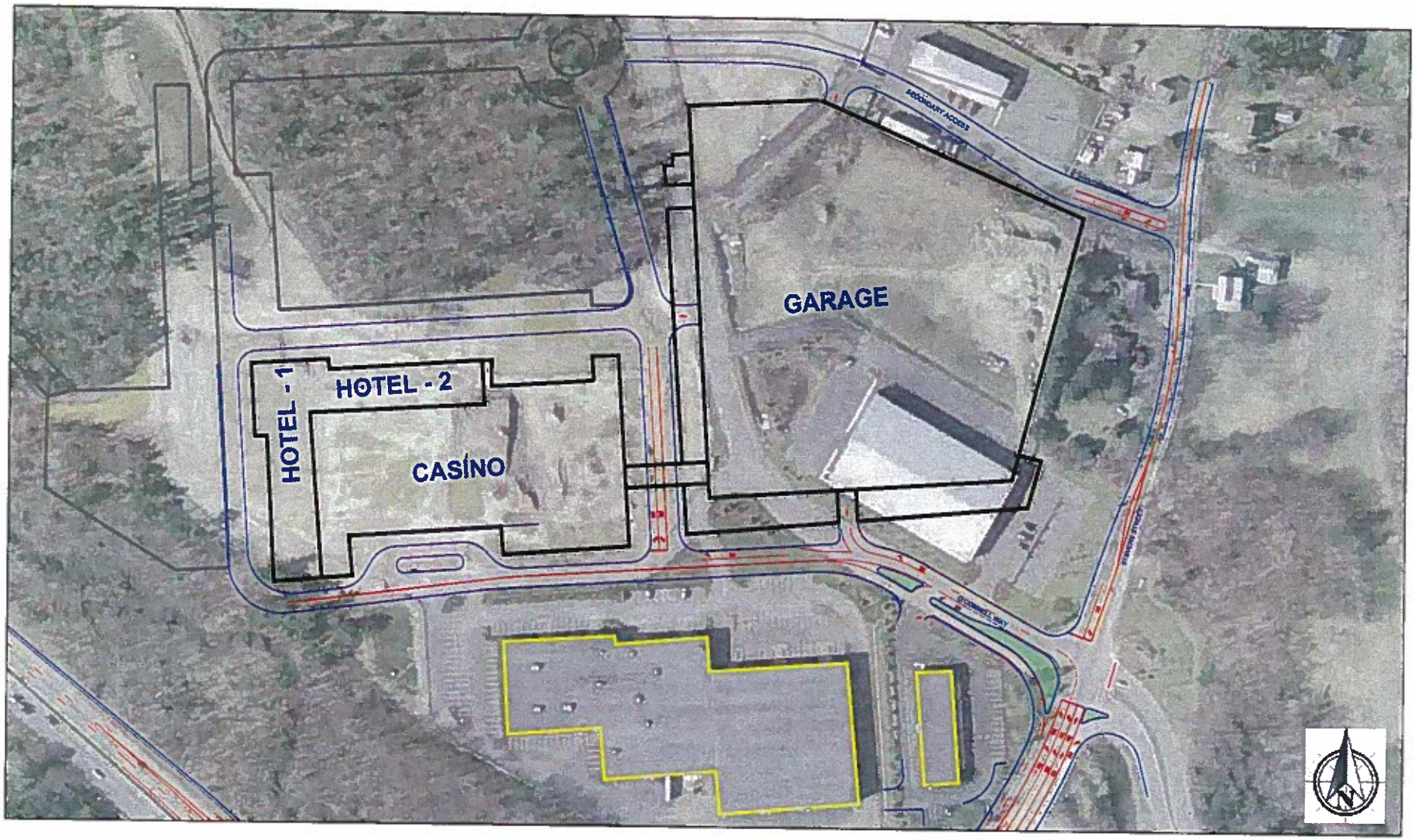
Figure C-4. O'Connell Way/Stevens Street/LUIP Phase 1 Drive



Howard/Stein-Hudson Associates, Inc.

Not to scale.

Figure C-5. Casino Service Road at Stevens Street



Not to scale.

Figure C-6. East Taunton Neighborhood Monitoring Area

Exhibit D

Summary of Mitigation Costs

Summary of Mitigation Costs - City of Taunton

Category	One-Time Phase 1 Cost (estimate)	One-Time Phase 2 Cost (estimate)	Annual costs (estimate)
Fire	**$2,140,000.00**	**$720,000.00**	**$1,500,000.00**
	Summary: Upgrades to East Taunton fire station; purchase of one ladder truck; and the hiring of a fire inspection official and fire officers.		
Police	**$2,982,000.00**	**$0.00**	**$2,500,000.00**
	Summary: creation of a police substation to accommodate the increased daily population in East Taunton and purchase of new patrol cars; and hiring of additional officers.		
Administrative	**$132,000**	**$0.00**	**$400,000.00**
	Summary: hiring of additional administrative employees and increase in general government and health/citizen services.		
Schools	**$0.00**	**$0.00**	**$370,000.00**
	Summary: increased local contribution		
Sewer	**$7,500,000.00**	**$0.00**	**$0.00**
	Summary: removal of infiltration and inflow and eliminate CSO on West Water Street; and upgrade to the Route 140 wastewater pumping station.		
Water	**$2,000,000.00**	**$0.00**	**$20,000.00**
	Summary: Upgrades and construction to connect Project to water main and operation and maintenance of system to maintain appropriate water flow.		
Total	**$14,754,000.00**	**$720,000.00**	**$4,790,000.00**