



20

COMMUNITY MITIGATION FUND

APPENDIX F

2020 Non-Transportation Planning Project Application
BD-20-1068-1068C-1068L-46130

Check if joint application

Please complete the entire application

Form with 9 numbered sections for application details, including municipality name, project name, description, and contact information.

1. IMPACT DESCRIPTION

Please describe in detail the related impact that is attributed to the operation of a gaming facility. Please provide support for the determination that the operation of the gaming facility caused, is causing or may cause the impact.

The gaming facility brings both positive and negative impacts to Medford's businesses by increasing visibility and bringing new potential customers to the area, but also introduces new competition drawing existing customers away from existing businesses such as restaurants and entertainment venues such as the Chevalier Theatre.

2. PROPOSED USE OF PLANNING FUNDS

a) Please identify the amount of funding requested.

\$100,000

b) Please identify below the manner in which the funds are proposed to be used. Please provide a detailed scope, budget and timetable for the use of funds.

In accordance with the Surrounding Community Agreement, the Licensee has agreed to make annual payments to the City of Medford for the benefit of businesses and purchase goods and services from local businesses to mitigate impacts from the gaming facility. The City is applying for planning funds to hire an economic development and business development consultant to develop a program to manage these funds, monitors these commitments, and assist the businesses in accessing the funds and programs. The consultant may recommend and setup a program such as a small business technical assistance program.

c) Please provide documentation (e.g. - invoices, proposals, estimates, etc.) adequate for the Commission to ensure that the funds will be used for the cost of planning to mitigate the impact from the operation of a gaming establishment.

An RFP will be issued upon award of the grant to select a consultant.

d) Please describe how the planning request will address the impact indicated. Please attach additional sheets/supplemental materials if necessary.

The funds will allow the City to best allocate relevant payments and to implement programs to further the purposes outlined in the Surrounding Communities Agreement to promote and make improvements to local businesses.

The economic and business consultant will provide support to local

businesses to identify areas of improvement, which can include: aesthetic upgrades to their buildings and storefronts; technical assistance with becoming "Wynn certified" for participation in the Wynn's local purchasing program; and assistance accessing benefits from the Licensee's commitment to purchase gift certificates and vouchers from local businesses. Such upgrades and improvements will help area businesses better compete with the gaming facility and/or help offset any business loss due to competition from the gaming facility.

e) Please describe how the planning request will address the impact indicated.

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f) For joint grant requests, please state the amount requested for the joint request. Please also state the amount of any Regional Planning Incentive Award requested and provide separate detail on the use of these additional funds.

N/A

3. CONNECTION TO GAMING FACILITY

Please provide specificity/evidence that the requested funds will be used to address issues or impacts directly related to the gaming facility.

The requested funds will be used to create a framework for a City program for the equitable allocation of Licensee payments in accordance with the Surrounding Community Agreement, and a system to monitor compliance with the agreement documents, quoted here:

1.2.B. An annual payment of One Hundred Thousand Dollars (\$100,000.00), which amount shall be due on or before the ninetieth (90th) day following the opening of the Project to the general public and on each annual anniversary thereof. This annual payment shall continue for as long as Wynn, or any parent, subsidiary or related entity, owns, controls or operates a commercial gaming facility at the Project Site. The purpose of this annual payment is to enable Medford to assist businesses in effectuating aesthetic upgrades and enable them to participate.

3.2.A. On an annual basis, subject to its obligations to the City of Everett, Wynn shall make a good faith effort to utilize local contractors and suppliers for the construction and future operations of the Project and shall afford such opportunities to local vendors when such contractors and suppliers are properly qualified and price competitive. Such efforts shall include actively soliciting bids from Medford vendors through local advertisements, coordination with the Medford Chamber of Commerce and such other reasonable measures as the City may from time to time request. In furtherance thereof, Wynn agrees to use good faith efforts to purchase at least Ten Million Dollars (\$10,000,000.00) of goods and services from vendors with a principal place of business in Medford. Wynn shall work with Medford to hold vendor fairs that provide Medford businesses with information concerning the process of providing goods and services to the Project. Wynn shall, on at least an annual basis, consult with the Medford Chamber of Commerce and such other business groups or associations as Medford may reasonably request to identify opportunities in furtherance of the objectives set forth in this section. Wynn shall, upon reasonable request, meet with Medford to provide updates on Wynn's efforts to comply with this section 3.2.A. Notwithstanding anything herein to the contrary, Wynn's obligations under this section 3.2.A. shall be subject to the availability of such goods and services at a level of quality that is consistent with the Project specifications and on commercially reasonable terms.

3.2.B. Wynn agrees to work with and assist local businesses to become "Wynn certified" in order to participate in this local purchasing program. Wynn certification represents a Wynn specific vendor qualification program that requires vendors to be pre-qualified, which may include but not be limited to background checks and other screening methods utilized to qualify vendors.

3.2.C. Wynn agrees that it will include as part of its rewards, frequent guest, loyalty and/or similar programs offered by Wynn to use vouchers and gift certificates from Medford businesses. Wynn commits to purchase and issue at least Twenty Five Thousand Dollars (\$25,000.00) in such vouchers and gift certificates annually from local businesses for use in its customer loyalty programs.

4. INTERNAL CONTROLS/ADMINISTRATION OF FUNDS

Please provide detail regarding the internal controls that will be used to ensure that funds will only be used in planning to address the impact. If non-governmental entities will receive any funds, please describe what reporting will be required and how the applicant will remedy any misuse of funds.

The City of Medford will ensure that services are procured in a competitive bid process with contracts. The City will document all spending of funds to ensure that they are spent in accordance with the intended purpose

5. CONSULTATION WITH REGIONAL PLANNING AGENCY (RPA)/NEARBY COMMUNITIES

Please provide details about the Applicant's consultation with the Regional Planning Agency serving the community and nearby communities to determine the potential for cooperative regional efforts regarding planning activities.

The City is in the process of reaching out to the MAPC regarding this request.

6. MATCHING FUNDS FROM GOVERNMENTAL OR OTHER ENTITY

Please demonstrate that the governmental or other entity will provide significant funding to match or partially match the assistance required from the Community Mitigation Fund. Please provide detail on what your community will contribute to the planning projects such as in-kind services or planning funds.

The City will provide in-kind services via staff time to manage the work of the consultant to develop the program. After a transitional period, the City will assume the administration of the program. In addition to licensee payments, the program may be capitalized with other City funds such as CDBG, allocations from the general fund, etc.

7. RELEVANT EXCERPTS FROM HOST OR SURROUNDING COMMUNITY AGREEMENTS AND MASSACHUSETTS ENVIRONMENTAL POLICY ACT (MEPA) DECISION

a) Please describe and include excerpts regarding the impact and potential mitigation from any relevant sections of the community's Host or Surrounding Community Agreement.

The sections of the agreement included here describe the payments and programs for which a consultant is required to setup a program to administer and manage:

1.2.B. An annual payment of One Hundred Thousand Dollars (\$100,000.00), which amount shall be due on or before the ninetieth (90th) day following the opening of the Project to the general public and on each annual anniversary thereof. This annual payment shall continue for as long as Wynn, or any parent, subsidiary or related entity, owns, controls or operates a commercial gaming facility at the Project Site. The purpose of this annual payment is to enable Medford to assist businesses in effectuating aesthetic upgrades and enable them to participate.

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b) Where applicable, please also briefly summarize and/or provide page references to the most relevant language included in the most relevant MEPA certificate(s) or comment(s) submitted by the community to MEPA.

Not applicable

c) Please explain how this impact was either anticipated or not anticipated in that Agreement or such MEPA decision.

Not applicable

d) If planning funds are sought for mitigation not required under MEPA, please provide justification why funding should be utilized to plan for such mitigation. For example, a community could provide information on the significance of potential impacts if the impact exceeds projected estimates.

This is not an environmental impact, but rather a business impact. As the casino grows in reputation and business, Medford businesses will be impacted by the competition created by a very large entertainment, dining and shopping venue.

**NO COMMUNITY IS ELIGIBLE FOR MORE THAN ONE
NON-TRANSPORTATION REGIONAL PLANNING INCENTIVE AWARD.**

CERTIFICATION BY MUNICIPALITY/GOVERNMENTAL ENTITY

On behalf of the aforementioned municipality/governmental entity I hereby certify that the funds that are requested in this application will be used solely for the purposes articulated in this Application.



Signature(s) of Responsible Municipal Official(s)/
Governmental Entity(ies)

11/31/20
Date:



January 30, 2020

John Ziemba
Massachusetts Gaming Commission
Commission's Office of the Ombudsman
101 Federal Street, 12th Floor
Boston, MA 02110.

Dear Mr. Ziemba,

On behalf of the Medford Chamber of Commerce, I am writing in support of the City of Medford's application for the 2020 Community Mitigation Fund's Non-Transportation Planning Grant.

We are pleased to support this application, which would create a program and provide much needed support to our local businesses to access funds available to them through the Medford Surrounding Community Agreement. Many business owners are unaware or unable to navigate the complexities of accessing the benefits and opportunities of these funds. The opportunity to work with a knowledgeable consultant to help them position their businesses to best compete in today's markets would be invaluable to our businesses.

As the representatives of Medford businesses, we are pleased to support this important project. Feel free to contact me with any questions at 617-974-2155 or email jcostas@medfordelectronics.com Thank you again for your consideration.

Sincerely,

John Costas
President
Medford Chamber of Commerce



January 30, 2020

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