



May 24, 2019

Via Email

The Honorable David J. Narkewicz
Northampton City Hall
210 Main Street
Northampton, MA 01060

Terence Masterson, Dir. of Economic Development
Northampton Town Hall
210 Main Street,
Northampton, MA 01060

Re: 2019 Community Mitigation Fund Non-Transportation Planning Application

Dear Mayor Narkewicz and Mr. Masterson:

The Commission wants to thank you for meeting with the Community Mitigation Fund Review Team ("Review Team"). The Review Team found the meeting very informative. As we discussed during the meeting, we are writing to ask you to please provide us with answers to the below questions. In asking these questions, we are mindful of the details of your application and are requesting any further information that is not included in your application.

2017 Community Mitigation Fund Grant

Please provide a brief description of the 2017 Community Mitigation Fund Grant and its use. When do you anticipate completion of the current phase of the marketing project?

2019 Community Mitigation Fund Application

1. Please provide further details (if any) concerning how the requested funds will be used to address issues or impacts directly related to the gaming facility.
2. Are these costs to prevent erosion of positive impacts in the area?
3. How could this dovetail into a larger economic development program?
4. How will you measure the success of the program?
5. What resources can be considered to help fund the efforts going forward?

The Community Mitigation Fund Review Team would like to present to the Commission its recommendation in June. In order to meet this timetable, the Review Team would greatly appreciate receiving your response by June 7, 2019.

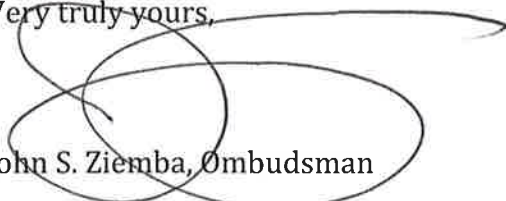


Massachusetts Gaming Commission

The Honorable David J. Narkewicz
Terence Masterson, Dir. of Economic Development
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May 24, 2019

We look forward to working with you on this grant process. Please do not hesitate to contact us with any questions or concerns.

Very truly yours,



John S. Ziemba, Ombudsman

cc: MGC Commissioners
Edward R. Bedrosian, Jr., Executive Director
MGC Review Team



Massachusetts Gaming Commission

101 Federal Street, 12th Floor, Boston, Massachusetts 02110 | TEL 617.979.8400 | FAX 617.725.0258 | www.massgaming.com



CITY OF NORTHAMPTON
City Hall
210 Main Street Room 12
Northampton, MA 01060-3199
(413) 587-1249 Fax: (413) 587-1275

June 12, 2019

To: John Ziembra, Ombudsman
Massachusetts Gaming Commission

Fr: Terry Masterson
Mayor's Office - Economic Development

Re: **2019 Grant Application: Non - Transportation Planning**

Please see answers below to the questions outlined in your May 24, 2019 memo.

Question #1

Please provide further details (if any) concerning how the requested funds will be use to address issues or impacts directly related to the gaming facility.

The planning grant will pay for monitoring and measuring the responses and feedback posted on the "Northampton Live" web site. This data will indicate what visitors "like" about Northampton's offerings. So with monthly monitoring; visitor traffic can also be measured for rising or falling visitorship patterns. These measures of consumer preferences and visitor volume can help determine the course of future marketing in 2020.

Question #2

Are these costs to prevent erosion of positive impacts in the area?

Yes, this grant has funded the creation of a far reaching and continuous marketing message promoting Northampton and it is hoped that this effort will maintain or perhaps expand consumer spending. This spending supports over 250 small retail businesses in Northampton who employ hundreds of people. Northampton annually generates nearly \$100M per year in meals spending which results in approximately \$6.0 million in state tax revenues and \$750,000 in city revenues.

Question #3

How could this dovetail into a larger economic development program?

The Rhyme Marketing Plan could be a template for other towns to follow in their downtown promotion efforts with the goals of maintaining or expanding local consumer spending and generating local and state tax revenues for meals, sales and lodging taxes. With the advent of interactive social media it is now possible to analyze visitor preferences, frequencies of visits along with demographic data on key visitor segments. This data can be of value to tourism marketing efforts as well as downtown development.

Question #4

How will you measure the success of the program?

1. Measuring stability or expansion of consumer spending/foot traffic.
2. Tracking the ebbs and flows of Meals and Hotel Tax revenues
3. Matching these trends with anecdotal comments from local businesses.
4. Observing the rise or fall of retail rents and building sales.
5. Measuring retail vacancies and occupancies and the total quality of retail.
6. Tracking attendance figures for city attractions, museums, events, etc.

Question #5

What resources can be considered to help fund the efforts going forward?

If the performance measures above can be applied to this marketing effort and the results for 2019 are positive then it will be well worth the effort to sustain this effort for Northampton and perhaps be a positive model for other communities.

And with specific measures to gauge performance; that might be an persuasive factor for other resources being steered to this marketing effort.

Addendum:

Below is a detailed outline of the specific steps Rhyme Digital has taken to market and promote Northampton.

Summary:

During the months of November through February, Rhyme Digital worked on constructing the "Northampton Live" web hub site. Starting in March efforts moved from building the site to promoting and publicizing its content and messaging.

The following outline details the efforts of Rhyme Digital in:

- Development of the Marketing Website
- Setup of Facebook and Instagram Social Media Profiles
- Setup of Google Ad Platform and development of HTML5 ads
- Organic posting on all social platforms daily
- Management of the paid advertising on Google, Facebook, and Instagram

1. Development of the marketing website: <https://northampton.live>, which includes:

- Setup event scrapers from major event calendars in the area
- Coding and set p of the site layout and templates
- Writing content for marketing purposes
- Optimizing for major search engines and social media platforms
- Setup of all analytics tracking services

2. Setup of Facebook and Instagram Social media profiles:

- <https://www.facebook.com/northamptonMAlive/>
- <https://www.instagram.com/northampton.live/>
- Includes setup of profiles and optimization of profile content
- Includes setup of ad accounts and advertising profiles

3. Setup of Google Ad platform and development of HTML5 Ads:

- Includes setup of targeting characteristics and demographic criteria
- Includes ads for search and display, including segmented ads according to marketing audiences. HTML5 examples include:
 - [https://dev.rhyme.digital/noho_marketing/bannerAds/2019 Foodie Traveler Shopper 45 Min/Dining/index.html](https://dev.rhyme.digital/noho_marketing/bannerAds/2019_Foodie_Traveler_Shopper_45_Min/Dining/index.html)
 - [https://dev.rhyme.digital/noho_marketing/bannerAds/2019 Foodie Traveler Shopper 45 Min/Shopping/index.html](https://dev.rhyme.digital/noho_marketing/bannerAds/2019_Foodie_Traveler_Shopper_45_Min/Shopping/index.html)
 - [https://dev.rhyme.digital/noho_marketing/bannerAds/2019 Foodie Traveler Shopper 45 Min/Entertainment/index.html](https://dev.rhyme.digital/noho_marketing/bannerAds/2019_Foodie_Traveler_Shopper_45_Min/Entertainment/index.html)

4. Organic posting on all social platforms daily.

- Includes reaching out to local businesses/orgs for content as well as posting our own content.
- Includes scheduling event posts from website
- Also includes daily approval of posts/events/content coming in via website

5. Management of the paid advertising on Google, Facebook, and Instagram

- Although the campaigns are only just up and running, we have been actively monitoring their progress and adjusting on a semi-daily basis
- We have promoted several major events already, including Extravaganja
- We have "likes" campaigns running for Facebook and Instagram to boost our profile.



June 5, 2019

Via Email

The Honorable Mayor Brian Arrigo
Revere City Hall
281 Broadway
Revere, MA 02151

Robert O'Brien, Director Dept. of Strategic
Planning & Eco. Development
Revere City Hall
281 Broadway
Revere, MA 02151

Re: 2019 Community Mitigation Fund Non-Transportation Planning Grant Application

Dear Mayor Arrigo and Mr. O'Brien:

We would like to thank your colleague, Mr. O'Brien, for participating in the conference call with the Community Mitigation Fund Review Team ("Review Team"). It was a pleasure discussing the 2019 Non-Transportation Planning Grant Application for community mitigation funds. The Review Team found the conference call to be very informative. As we discussed during the call, we are writing to ask you to please provide us with answers to the below questions. In asking these questions, we are mindful of the details of your application and are requesting any further information that is not included in your application.

2017 Reserve Grant

Please provide the Commission with a brief update on current and planned expenditures of last year's grant funding. Please provide a brief description of the activities engendered by the award of these funds. If you have provided a description in your quarterly report to the Commission, please feel free to include that information.

2018 Non-Transportation Planning Grant

Please provide further details concerning last year's grant funding. Please provide a brief description of the activities engendered by the award of these funds. If you have provided a description in your quarterly report to the Commission, please feel free to include that information.

2019 Non-Transportation Planning Grant Application

1. How will the proposed video be distributed?
2. Does Revere intend to highlight Encore Boston Harbor in the proposed video?



Massachusetts Gaming Commission

The Honorable Mayor Brian Arrigo
Robert O'Brien, Director Dept. of Strategic Planning & Eco. Development
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June 5, 2019

3. Please provide further information regarding the following:

- a. What is the intended audience for the video?
- b. Where will the video be posted (e.g. community website)?
- c. What is the proposed timeline for this project?

4. Please describe why Saugus and Revere are planning individual videos.

The Review Team would like to present to the Commission its recommendation in June. In order to meet this timetable, the Review Team would greatly appreciate receiving your response by June 18, 2019.

We look forward to working with you on this grant process. Please do not hesitate to contact us with any questions or concerns.

Sincerely,



John S. Ziemba, Ombudsman



cc: Paul Rupp
MGC Commissioners
Edward R. Bedrosian, Jr., Executive Director
CMF Review Team



Massachusetts Gaming Commission

CITY OF REVERE RESPONSE TO MASSACHUSETTS GAMING COMMISSION QUESTIONS

RE: THE NON-TRANSPORTATION PLANNING GRANT FOR ECONOMIC DEVELOPMENT

June 18, 2019

2017 Reserve Grant: The City of Revere used this \$50,000 grant to engage a consultant, Community Reinvestment Associates (CRA), to assist the Mayor and the Department of Strategic Planning and Economic Development in planning and coordination for ongoing and planned growth in our hospitality industry in light of the opportunities presented by the advent of the Encore Boston Harbor casino in neighboring Everett. Revere's supply of hotel rooms is more than doubling as 902 rooms are now in construction or development at several locations in the City, adding to the existing 800 + rooms already in the City. The consultant also assisted the City of Revere in coordinating the planning and construction of public restrooms and an informational kiosk in connection the new DCR Operations and Maintenance Center that is being constructed for DCR by the City as part of the Waterfront Square development process; and those facilities will better serve leisure travel visitors to Revere Beach. These NGC grant funds were fully expended in the period authorized.

2018 Non-Transportation Planning Grant: The City of Revere was awarded a \$50,000 CMF grant to promote economic development linkages to the Encore Boston Harbor Casino in Everett. The City engaged the services of CRA, Inc. economic development consultants, to undertake this effort.

The assignment commenced in August 2018, and since then CRA has been working with City of Revere officials, developers of major Revere sites, and the local hospitality industry to:

- ❖ Increase awareness of the Encore Boston Harbor Casino's approaching opening.
- ❖ Advise as to prospective synergies between local hotels, both existing and those now in development, particularly focusing on Revere Beach and Suffolk Downs hospitality developments.

CRA is working to encourage hospitality leaders to reach out for the opportunity the casino will present in terms of travel and tourism; and CRA proposed that the City of Revere seek funding to produce a tourism video prominently featuring the Encore casino. To that end, the City has engaged DPA Communications to work with, and under the guidance of CRA, to craft a related media strategy to promote Revere hotels, restaurants and attractions as options for casino patrons as well as to promote the casino as an attraction to patrons of Revere hospitality venues. DPA has focused on promoting Revere's hospitality industry and its connection to the Encore Boston Harbor Casino in the following respects:

- ❖ Worked with the City's development consultant, to create a pitch specifically for Banker & Tradesman, highlighting Revere's development efforts in close proximity to the casino, specifically hotels.
- ❖ Coordinated a phone interview with between a Banker & Tradesman reporter and Revere Mayor Brian Arrigo.
- ❖ Worked with the development consultant and others on Mayor Arrigo's team to provide various interested reporters with all hotel development information.
- ❖ Coordinated a phone interview between reporter, Steve Adams, and XSS Hotel representative, Christine Thomas.
- ❖ Secured story in Banker & Tradesman on Sunday, April 21, 2019.
- ❖ Strategized with the development consultant as to creating additional content for the @Welcome_To_Revere Instagram account with messaging pertaining to the close proximity to the Encore casino.
- ❖ Worked with the development consultant to research and outline what a Revere tourism video would look like, and how it would link Revere to the Encore Boston Harbor casino.

This combined effort continues, with grant funds to be fully expended by the end of July 2019.

2019 Non-Transportation Planning Grant: This effort will focus on the production and distribution of the video described above, with a priority on the following activities:

- ❖ The video will be distributed to hotels and other hospitality venues in Revere as well as to the Encore Boston Harbor casino, the Greater Boston and North of Boston Convention and Visitors Bureaus, the Massachusetts Office of Travel and Tourism, the Boston and Other Chambers of Commerce, and to other entities involved in promotion of leisure travel advantages of Revere. The City will distribute the video to local media outlets and it will be featured prominently on the City's website. The City also plans to feature the video on our @Welcome_To_Revere Instagram account, emphasizing the close proximity of Revere to Encore Boston Harbor.
- ❖ The City intends to showcase the Encore Boston Harbor casino's relationship to Revere and its tourist attractions such as Revere Beach, the oldest public beach in the United States and a National Historic Landmark, utilizing video photography from a drone. From a relatively low altitude the drone will clearly show the spatial relationship and triangulated proximity of Revere Beach and its hospitality offerings to downtown Boston and of course the nearby Encore Boston Harbor in neighboring Everett. In producing this video, the City would hope and expect the Encore casino to cooperate in allowing or providing interior and exterior footage of the casino.

- The audience for the tourism video: anyone who stays at a Revere hotel; anyone who patronizes the Encore Boston Harbor, who is considering a visit to the casino or to Revere Beach and who is interested in the tourism industry in greater Boston.

- The video will be posted on local media outlets utilized by the City of Revere especially digital outlets and weekly newspapers having complimentary digital media outlets. It will be posted on social media channels of local/regional entities involved in leisure travel and tourism. It will likewise be posted on our purpose-built Instagram location @Welcome_to_Revere and other social media channels and of course on the City's official website www.revere.org. The City will distribute video hard copies to many local and regional hospitality businesses around Revere. And Revere will work to establish on-line links to the video in conjunction with the websites of both the Greater Boston and North of Boston Convention and Visitors Bureaus. Additionally, the City will seek to link the video to Massachusetts Office of Travel and Tourism social media outlets and Massport channels.

- Once the grant is awarded by MGC, and following a public procurement process, the City of Revere will coordinate the scripting and production of the video through its Strategic Planning and Economic Development Department, which will work closely with the media/marketing firm selected and in consultation with local/regional hospitality and tourism focused entities. Given award of this grant, the City of Revere intends to begin development of the tourism video without delay. The ultimate goal is to have the video available in late 2019 or early 2020 and then widely distributed/posted on social media outlets and travel and tourism sites as previously described.

- ❖ Revere plans its own video separate and distinct from others including that of the Town of Saugus because Revere's casino linked tourism/hospitality industry and offerings are quite unique in the region. Revere is literally next to all of the attractions the City of Boston has to offer and it is a stones-throw from Encore Boston Harbor. With some 1700+ guest rooms and many more likely to come, Revere is perhaps the major north of Boston hospitality center. In addition to proximity to Encore Boston Harbor and downtown Boston, Revere offers a wealth of dining options and of course the unequalled beauty of its historic and revitalized three-mile long crescent Revere Beach. For casino patrons Revere is a logical and likely more affordable alternative hotel base, offering its own special attractions. And for travelers choosing Revere as their vacation destination, the Encore Boston Harbor is a decidedly welcome addition to the "to-do list". In sum, the planned video will showcase Revere's multi-faceted tourism appeal, especially focusing on the new casino.

Supplemental Information: Town of Saugus

2019 NTP grant application to Massachusetts Gaming Commission

2017 Reserve Grant

The Town of Saugus commissioned Camoin Associates Economic Development to perform an economic impact analysis, completed in September 2017. The cost of the project was \$21,744.00. The Massachusetts Gaming Commission (MGC) authorized the Town to use the remaining \$13,256.00 of the \$35,000.00 Community Mitigation fund originally allocated for the economic impact analysis, in order to create, produce and distribute an Open Space and Historic Attractions Brochure. Additionally, the town was authorized by MGC to utilize the remaining \$15,000 of the \$50,000.00 Community Mitigation Fund grant for the development of a Wayfinding and Branding Scheme to further promote the town's attractions, open spaces and economic centers. After a public procurement process, the Town selected the firm of Om loop to undertake both projects and two contracts were executed totaling \$28,256. Work on these efforts is moving towards completion, the Town Has approved concept schemes from Omloop for both the brochure and the wayfinding sign prototype. The total of \$28,256.00 for these contracts will exhaust the \$50,000.00 community mitigation grant.

The wayfinding project is proceeding with the Town having selected sign schemes and soon will move to sign fabrication and installation. The draft tourism brochure has been accepted by the Town is now being finalized and going to print. That draft is attached. The brochure will of course be made electronically available through the Town website, through the Chamber of Commerce, through the North of Boston and Greater Boston Convention and Visitors Bureaus and Massachusetts Office of Travel and Tourism.

2019 Non-Transportation Planning Application. Going forward, the Town hopes to build upon these efforts with an MGC 2019 grant with which to create a tourism video promoting the Town's attractions and hospitality offerings to Encore Casino patrons.

How will the proposed video be distributed?

- To local media outlets that are specific to the town of Saugus, primarily digital outlets and/or weekly newspapers that have complimentary digital media outlets.
- Through social media channels of businesses and organizations we select to be involved with (and interview for) our videos, making it a prerequisite for them to agree to post on their social channels before confirming their involvement.
- Through our own created social media channels, one of which is planned to be @Welcome_to_Saugus which will have content specific to Encore.
- Distribute hard copies of the video (e.g. DVDs) to top businesses and hospitality/entertainment venues in Saugus.

Does Saugus intend to highlight Encore Boston Harbor in the proposed video

Saugus intends to feature the Encore Boston Harbor very prominently in the video; we hope to use a drone to obtain footage showing Encore Boston Harbor on the near horizon before

sweeping around 360 degrees to show the hotel and restaurant offerings along the Route 1 and Route 99 corridor and to underline the proximity of the casino to the Town.

Please provide further information regarding the following:

- a. What is the intended audience for the video?

The intended audience is primarily leisure travelers staying in Saugus hotels who will learn of the proximity of a major new attraction, the Encore Boston Harbor casino. Conversely, Encore Boston Harbor patrons can be directed via the resort's media outlets, to the Saugus video which will highlight the Town's many restaurants, natural assets, recreational options and historic offerings.

- b. Where will the video be posted (e.g. community website)?

On local media outlets specific to the town of Saugus, primarily digital outlets and/or weekly newspapers that have complimentary digital media outlets. Through social media channels of businesses and organizations involvement. Through the Town's own created social media channels, one of which is planned to be @Welcome_to_Saugus. The video will have substantial content specific to Encore. The Town will distribute hard copies of the video (e.g. DVDs) to top businesses and hospitality/entertainment venues in Saugus. Lastly, the Town will seek to create on-line links to the video in conjunction with the North of Boston and Greater Boston Convention and Visitors Bureau websites as well as the Massachusetts Office of Travel and Tourism outlets.

- c. What is the proposed timeline for this project?

Assuming the grant is awarded, the Town will immediately undertake a public procurement process to select a media/marketing firm to work with the Town to create the video. The creative process can begin this fall and the production of the video can be achieved, weather permitting by early 2020. Once produced, the video will be distributed as outlined above in the first part of 2020.

Please describe why Saugus and Revere are planning individual videos?

The Town of Saugus is its own distinct place with attractions unique to itself. These include the many retail and hospitality venues along Route 1 including the famous orange dinosaur on the premises of the new hotel at Essex Landing, the massive Breakhart Reservation recreational preserve, the historic Saugus Iron Works, the charming old-time feel of its town Center and Cliftondale Square, and the new Saugus **RiverWalk**, phase one of which is in the final design stage with construction expected in the first half of 2020. Saugus' unique character would be diluted and diminished if combined with another community's effort to promote itself.



June 5, 2019

Via Email

Mr. Paul Rupp
Community Reinvestment Associates, Inc.
32 Humphrey Street
Swampscott, MA 01907

Re: 2019 Non-Transportation Planning Application - Saugus

Dear Mr. Rupp:

We would like to thank you for participating in the conference call with the Community Mitigation Fund Review Team ("Review Team"). It was a pleasure discussing the 2019 Non-Transportation Planning Application for community mitigation funds. The Review Team found the conference call to be very informative. As we discussed during the call, we are writing to ask you to please provide us with answers to the below questions. In asking these questions, we are mindful of the details of your application and are requesting any further information that is not included in your application.

2017 Reserve Grant

Please provide the Commission with a brief update on current and planned expenditures of previous year's grant funding. Please provide a brief description of the activities engendered by the award of these funds.

2019 Non-Transportation Planning Application

1. How will the proposed video be distributed?
2. Does Saugus intend to highlight Encore Boston Harbor in the proposed video?
3. Please provide further information regarding the following:
 - a. What is the intended audience for the video?
 - b. Where will the video be posted (e.g. community website)?
 - c. What is the proposed timeline for this project?
4. Please describe why Saugus and Revere are planning individual videos.



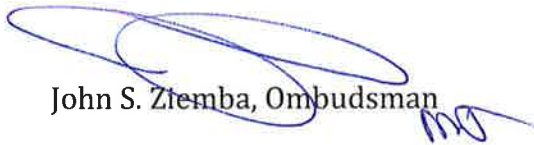
Massachusetts Gaming Commission

Paul Rupp
Page 2
June 5, 2019

The Review Team would like to present to the Commission its recommendation in June. In order to meet this timetable, the Review Team would greatly appreciate receiving your response by noon on June 18, 2019.

We look forward to working with you on this grant process. Please do not hesitate to contact us with any questions or concerns.

Sincerely,


John S. Ziemba, Ombudsman

cc: Scott Crabtree, Town Manager
MGC Commissioners
Edward R. Bedrosian, Jr., Executive Director
CMF Review Team



Massachusetts Gaming Commission

101 Federal Street, 12th Floor, Boston, Massachusetts 02110 | TEL 617.979.8400 | FAX 617.725.0258 | www.massgaming.com



May 24, 2019

Via Email

Jeffrey Walker, Executive Director
Southeastern Regional Planning and
Economic Development District ("SRPEDD")
88 Broadway
Taunton, MA 02780

Re: 2019 Tribal Gaming Technical Assistance Application

Dear Executive Director Walker:

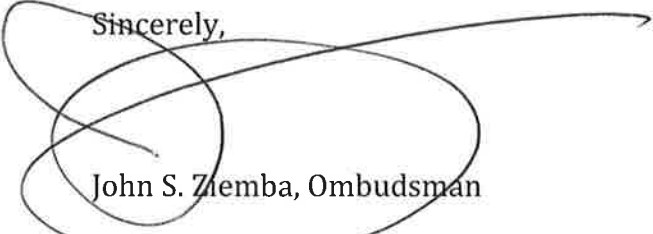
Thank you for participating in the conference call with the Community Mitigation Fund Review Team ("Review Team") recently regarding SRPEDD's application for community mitigation funds.

The Review Team does not need any further clarification regarding SRPEDD's submission at this time.

The Review Team anticipates bringing the Community Mitigation Fund applications before the Commission in June. We look forward to reviewing this application with the Commission.

Please do not hesitate to contact us with any questions or concerns.

Sincerely,



John S. Ziemba, Ombudsman

cc: Ling Ling Chang, C.F.O.
MGC Commissioners
Edward R. Bedrosian, Jr., Executive Director
CMF Review Team



Massachusetts Gaming Commission

101 Federal Street, 12th Floor, Boston, Massachusetts 02110 | TEL 617.979.8400 | FAX 617.725.0258 | www.massgaming.com



The Commonwealth of Massachusetts
MASSACHUSETTS SENATE

SENATOR ERIC P. LESSER

First Hampden and Hampshire District

STATE HOUSE, ROOM 413C
BOSTON, MA 02133-1054

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ERIC.LESSER@MASENATE.GOV
WWW.MASENATE.GOV

June 26, 2019

Chair Cathy M. Judd-Stein
Massachusetts Gaming Commission
101 Federal Street, 12th floor
Boston, MA 02110

Re: Community Mitigation Grant Application for Focus Springfield

Dear Chair Judd-Stein,

As you are aware, the Expanded Gaming Act created the Community Mitigation Fund, G.L. c. 23K, § 61, to help non-governmental entities mitigate any unintended consequences that correlate with the arrival of casinos. Focus Springfield Community Television (“Focus Springfield”)¹, has requested mitigation funds related to the impacts resulting from the MGM Springfield casino. As a Western Massachusetts Senator who represents many Springfield residents, I write today to ask the Gaming Commission to approve Focus Springfield’s application for a Mitigation Grant.

Focus Springfield operates a public access television and performing arts studio located on the ground level space at 1200 Main Street in Springfield. The building that is occupied by Focus Springfield was purchased by MGM in 2015. However, Focus Springfield received notice that its lease with MGM will be terminated, effective September 30, 2019. Therefore, Focus Springfield will need to vacate its current location and find another location for its studio. As a result, Focus Springfield is applying for \$555,595 in mitigation funds to assist in mitigating the casino impact by building a suitable replacement of its current facility.

Focus Springfield’s resulting eviction will present a significant hardship for viewers in households and businesses in Springfield who rely on Focus Springfield to stay informed about what is happening in their local community. This is because Focus Springfield provides important community television programming and remains an essential contributor to the local community. As its name suggests, Focus Springfield puts the “focus” on the positive aspects of living, working, and learning in Springfield through performance, education, and government programming. It also broadcasts live all city council

¹ Focus Springfield is funded by a grant from Comcast to the City of Springfield to operate the public, education, and government (“PEG”) television station. PEG stations are charged with fulfilling the public purpose of covering local news, government events, and educational programming that may be overshadowed on a national television channel. The Focus Springfield studio is a focal point for the delivery of these services to the public in Springfield.



meetings along with other government and public affairs programming. Therefore, any disruption creates significant public policy concerns around transparency and access to government. In reviewing Focus Springfield's application, I hope the Commission will consider the impact faced by Springfield residents if the services provided by Focus Springfield are not available to local area residents.

For these reasons, I ask the Gaming Commission to approve Focus Springfield's application for a Mitigation Grant so that it may continue to conduct the numerous activities that significantly benefit Springfield and the region.

Sincerely,

A handwritten signature in blue ink that reads "Eric P. Lesser". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Eric P. Lesser

First Hampden and Hampshire District



The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES
STATE HOUSE, BOSTON 02133-1054

ANGELO J. PUPPOLO, JR.
REPRESENTATIVE

12TH HAMPDEN DISTRICT
SPRINGFIELD • WILBRAHAM • EAST LONGMEADOW

2341 BOSTON ROAD, SUITE 204
WILBRAHAM, MA 01095
TEL: (413) 596-4333

CHAIRMAN
HOUSE COMMITTEE ON TECHNOLOGY
AND INTERGOVERNMENTAL AFFAIRS

ROOM 122, STATE HOUSE
BOSTON, MA 02133-1054
TEL: (617) 722-2006
Angelo.Puppolo@MAhouse.gov

June 28, 2019

Chair Cathy M. Judd-Stein
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: Focus Springfield

Dear Chair Judd-Stein,

I am writing to you today to express my support for Focus Springfield's Mitigation Grant application in the amount of \$555,925. Focus Springfield is an asset to the greater Springfield community. Opened in 2014, the Focus Springfield production studio uses professional-grade equipment to broadcast events like political debates, music and dance performances, panel discussions on current topics, and interviews with community leaders, artists, public officials, and business leaders. Focus Springfield improves the quality of life in the area through community building, education, and training, as evidenced by their Community Producer Program, Video Production Classroom, and internship programs for high school and college students. In addition, the studio itself doubles as a public meeting space that is offered at no cost to community groups and nonprofits.

The Mitigation Grant would help Focus Springfield build a new studio and performing arts space in the Springfield Technology Park. This location would be across the street from Springfield Technical Community College (STCC), thereby allowing Focus Springfield to grow their relationships with STCC, as well as Central Library and the nearby high schools, through expanded internship and employment opportunities. The location is accessible, has ample free parking, and is on the major State Street bus routes.

Focus Springfield is an integral part of our community. Please know of my strong support of this application, and I urge the Massachusetts Gaming Commission to award the Mitigation Grant in the full amount to Focus Springfield.

If you have any questions regarding this matter, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink, appearing to read "Angelo J. Puppolo, Jr.", written over a horizontal line.

ANGELO J. PUPPOLO, JR.
State Representative



SPRINGFIELD

An MGM Resorts
Luxury Destination

March 8, 2019

By Email (john.s.ziemba@state.ma.us)

John Ziemba, Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, Ma 02110

Re: 2019 Community Mitigation Fund

Dear Mr. Ziemba,

Below please find MGM Springfield's responses to the Commission's request for comments related to each of the following applications for the 2019 Community Mitigation Fund.

Focus Springfield

The City of Springfield on behalf of Focus Springfield is applying for \$555,925 in mitigation funds to cover the shortfall cost of replicating their studio at another location above and beyond the lease termination/relocation payment Focus Springfield expects to receive from MGM Springfield. Focus Springfield currently occupies the ground level space at 101 State Street and is expected to have the ability to remain there at least through the end of the year. MGM supports providing additional relocation assistance to Focus from the Community Mitigation Fund as Focus provides important community television programming and remains an important contributor to the local community.

Hampden County District Attorney

The Hampden County District Attorney (DA) is applying for \$100,000 in mitigation funds. The Hampden County District Court has consistently been the busiest in the state. We support any funding that will ensure the DA's office is more than adequately equipped to continue keeping the residents of Hampden County safe. We believe the more resources our public safety partners have, the better off the region is. A safe region will continue to allow businesses to thrive with increased visitation to Greater Springfield.

MGM Springfield
One MGM Way
Springfield, MA 01103
413-273-5000

Hampden County Sheriff's Department

As in previous years, MGM continues to support the Hampden County Sheriff Department's (HCSD) application for a grant of \$400,000 to help reduce the rent obligation for the Western Mass Correctional Alcohol Center (WMCAC) at their 155 Mill Street facility in Springfield. As you are aware, this is the result of the WMCAC having to deal with a significant increase in rent after relocating from the MGM Springfield project site. MGM continues to be consistent in its support of the WMCAC over the last few of years and is pleased to support this request again in 2019.

Holyoke Community College (HCC)

Holyoke Community College is applying for \$300,000 in mitigation funds to help with workforce development efforts in the region. The community colleges and the City of Springfield have been great partners in our pre-opening efforts which led to partnerships like the Massachusetts Casino Career Training Institute. This grant will continue to support the collaborative effort in helping to elevate the skillsets of the unemployed and underemployed in the region. In addition, the opportunities can lead students to fulfilling careers with not just MGM Springfield but other hospitality companies. These efforts can lead to a tremendous pool of applicants that may entice potential employers to consider Springfield as their future home. As a result, MGM supports this request.

City of Chicopee & City of Springfield

The Economic Development Council of Western Massachusetts (EDC) is applying for \$50,000 in mitigation funds on behalf of the Cities of Springfield, Chicopee and the region. We support the EDC's effort in proactively planning to meet the long-term goals of the region. With MGM's investment of over \$960 million in Springfield and the additional economic spillover into the region, it is imperative to leverage our investment with other funds to help the elevate the region as a place for people to "live, work and play". MGM has been supportive of the City of Springfield's Implementation Blueprint and we hope to see that plan be the impetus to secure additional state funds that can make the plan a reality in the region.

Springfield Police Department

The Springfield Police Department (SPD) is applying for \$360,129.42 in mitigation funds for investment in new equipment that will improve traffic, pedestrian, neighborhood and street safety. This funding would enhance the resources of the SPD even beyond the already significant Annual Community Impact payments MGM is funding under our Host Community Agreement. MGM appreciates the efforts of the SPD in creating a safe downtown and community. MGM supports any resources that will benefit their efforts to keep residents, businesses and visitors safe. MGM Springfield and our security team continue to work closely together with the SPD and other law enforcement to enhance public safety downtown.

Town of West Springfield Transportation

The Town of West Springfield has applied for a 2019 Transportation Planning Grant from the Community Mitigation Fund in the amount of \$83,400 to support the expansion of the ValleyBike Share network which

already has stations in downtown Springfield, including at MGM Springfield. MGM supports this project as it will build on the investments already made in bike lanes as well continue to promote and encourage bicycling as a mode of transportation.

Pioneer Valley Transit Authority (PVTA)

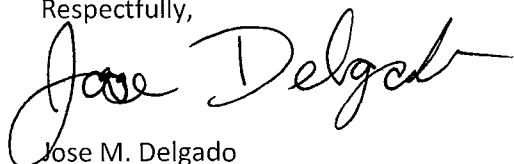
The PVTA has applied for a Transit Project of Regional Significance Grant in the amount of \$224,673.64 to fund the expansion of The Loop service. As previously mentioned in a support letter to the MGC, MGM Springfield fully supports this grant. This funding would supplement the funding that MGM is already providing to run the service that connects visitors to the Naismith Memorial Basketball Hall of Fame, the Springfield Museums, the historic Springfield Armory, MassMutual Center and other great attractions.

City of Northampton

The City of Northampton is requesting \$29,000 in mitigation funds towards the City's 2020 Marketing Plan. While MGM supports this request, MGM Springfield is complimentary to, not competitive with, Northampton's offerings which help to make the region a destination. MGM Springfield receives approximately 15,000 visitors a day - many of whom are new to the region. This increase in tourism positively impacts many local hospitality establishments as people are choosing to stay longer in the region. Many of those visitors explore all that the Pioneer Valley has to offer. In addition, MGM has thousands of new employees, many of whom are local and some who have relocated, who are choosing to patronize establishments outside of work, including Downtown Northampton. For this reason, we are supportive of the City's 2020 Marketing Plan, which will benefit Northampton as well as the region.

Thank you for the opportunity to review and comment upon the above-referenced applications. Should you have any questions or concerns, please do not hesitate to contact me.

Respectfully,



Jose M. Delgado
Director of Government Affairs

Enclosure

Cc: Mayor Domenic J. Sarno, City of Springfield
Anthony Gulluni, Hampden County District Attorney
Nick Cocchi, Sheriff of Hampden County
Mayor William Reichelt, Town of West Springfield
Richard Sullivan, The Economic Development Council of Western Massachusetts
Christina Royal, President of Holyoke Community College
Mayor David Narkewicz, City of Northampton
Sandra Sheehan, Pioneer Valley Transit Authority
Edward R. Bedrosian, Executive Director, Massachusetts Gaming Commission
Seth N. Stratton, Vice President & General Counsel, MGM Springfield

MGM Springfield
One MGM Way
Springfield, MA 01103
413-273-5000

Encore
BOSTON HARBOR

Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000

March 8, 2019

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

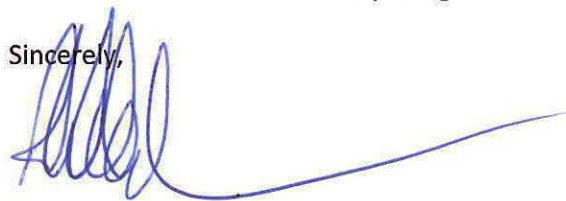
RE: Cities of Everett and Somerville Transit Project of Regional Significance Application

Dear Mr. Ziemba,

Encore Boston Harbor fully supports the MBTA headhouse expansion that is part of a broader regional effort to connect pedestrians and bicyclists over a dedicated bridge to the Assembly Square Orange Line Station opening new transportation options to thousands of people.

The Massachusetts Gaming Commission, through the resources available in the Community Mitigation Fund, has the opportunity to make substantial improvements to our area. This joint initiative between the Cities of Everett and Somerville is exactly the type of regional collaboration and big thinking we hope will continue as the Community Mitigation Fund matures post opening.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. DeSalvio', with a long horizontal flourish extending to the right.

Robert DeSalvio
President



**Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000**

March 8, 2019

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: City of Everett 2019 Specific Impact Grant Application

Dear Mr. Ziemba,

Encore Boston Harbor supports the City of Everett's effort to train additional police officers in advance of our opening.

The Massachusetts Gaming Commission, through the resources available in the Community Mitigation Fund, could make substantial and lasting improvements to our area. We would like to encourage greater regional collaboration in the future to ensure that the resources available are put toward highly impactful initiatives that will benefit the region for decades to come.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. DeSalvio", followed by a long horizontal flourish line extending to the right.

Robert DeSalvio
President



**Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000**

March 8, 2019

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: City of Lynn 2019 Specific Impact Grant

Dear Mr. Ziemba,

Encore Boston Harbor supports the City of Lynn's effort to develop a plan and apply for additional federal funding that could have a long-term and lasting impact in the region.

The Massachusetts Gaming Commission, through the resources available in the Community Mitigation Fund, could make substantial and lasting improvements to our area. This is one such project that can lead to dramatic regional improvement in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert DeSalvio". The signature is fluid and cursive, with a long horizontal line extending to the right.

Robert DeSalvio
President



**Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000**

March 8, 2019

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: Everett/Somerville 2019 Community Mitigation Fund Transportation Planning Grant Application

Dear Mr. Ziemba,

Encore Boston Harbor supports the joint effort between the Cities of Everett and Somerville to extend the Silver Line through Everett and Somerville. This project has the potential to lead to the realization of the regional urban ring concept – connecting the Silver Line to the Orange and/or Green Lines. We would like to applaud the collaborative effort on this project.

The Massachusetts Gaming Commission, through the resources available in the Community Mitigation Fund, could make substantial and lasting improvements to our area. This is one such project that can lead to dramatic regional improvement in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert DeSalvio", with a long, horizontal flourish extending to the right.

Robert DeSalvio
President



**Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000**

March 8, 2019

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: Revere/Saugus 2019 Community Mitigation Fund Transportation Planning Grant Application

Dear Mr. Ziemba,

Encore Boston Harbor supports the joint effort between the cities of Revere and Saugus to plan for and implement improvements throughout the Rt. 1/Rt. 99 corridor. We encourage them to continue their outreach to surrounding cities, including Malden, Chelsea and Everett to develop large-scale regional improvement plans.

The Massachusetts Gaming Commission, through the resources available in the Community Mitigation Fund, could make substantial and lasting improvements to our area. We would like to encourage greater regional collaboration in the future to ensure that the resources available are put toward highly impactful initiatives that will benefit the region for decades to come.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert DeSalvio", with a long, horizontal flourish extending to the right.

Robert DeSalvio
President



Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000

March 8, 2019

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: City of Boston 2019 Community Mitigation Fund Transportation Planning Grant Application

Dear Mr. Ziemba,

Encore Boston Harbor supports the City of Boston's effort to redesign and construct Rutherford Avenue and Sullivan Square.

We have been working very closely with the City of Boston and the Boston Transportation Department on this important project. We are encouraged by the speed and attention the City has given to this long-forgotten transportation network. The number one concern of the residents of Charlestown, Everett, Somerville and others from the north shore is that the long-term improvements to Sullivan Square will not be pursued or completed. The City's efforts should be commended and their participation and engagement with the Lower Mystic Regional Working Group applauded and replicated for other projects.

The Massachusetts Gaming Commission, through the resources available in the Community Mitigation Fund, could make substantial and lasting improvements to our area. This is one such project that can lead to dramatic regional improvement in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert DeSalvio". The signature is fluid and extends to the right with a long, sweeping tail.

Robert DeSalvio
President



**Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000**

March 8, 2019

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: City of Lynn 2019 Community Mitigation Fund Transportation Planning Grant Application

Dear Mr. Ziemba,

Encore Boston Harbor supports the City of Lynn's effort to develop a plan and apply for additional federal funding that could have a long-term and lasting impact in the region.

The Massachusetts Gaming Commission, through the resources available in the Community Mitigation Fund, could make substantial and lasting improvements to our area. This is one such project that can lead to dramatic regional improvement in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert DeSalvio", with a long horizontal flourish extending to the right.

Robert DeSalvio
President



**Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000**

March 8, 2019

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: City of Medford 2019 Community Mitigation Fund Transportation Planning Grant Application

Dear Mr. Ziemba,

Encore Boston Harbor supports the City of Medford's effort to increase pedestrian and bicycle connections in the area.

A pedestrian underpass beneath Rt. 28 would be a tremendous asset to the residents and businesses at Station Landing and increase accessibility to a wonderfully large but underutilized park across the street. The crossing in Somerville works very well and should be replicated in Medford.

The Massachusetts Gaming Commission, through the resources available in the Community Mitigation Fund, could make substantial and lasting improvements to our area. This is one such project that can lead to impactful regional improvement in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert DeSalvio", with a long horizontal line extending to the right.

Robert DeSalvio
President



Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000

March 8, 2018

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: City of Boston 2019 Workforce Development Pilot Program Grant Application

Dear Mr. Ziemba,

Encore Boston Harbor supports the City of Boston's workforce development effort.

Even though unemployment is at a record low, there are still many people who do not have the proper training to fill available positions. We have a significant hiring challenge to recruit fully employed and unemployed individuals. It is important to know that anyone who is currently hired and employed by us will create job openings at their respective company.

We applaud the City of Boston's efforts to address this specific challenge.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert DeSalvio", with a long horizontal line extending to the right.

Robert DeSalvio
President



**Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000**

March 8, 201

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: MassHire MetroNorth Employment Board 2019 Workforce Development Pilot Program Grant Application

Dear Mr. Ziemba,

Encore Boston Harbor supports MassHire's application to continue recruiting and training qualified individuals for positions at our facility. We have enjoyed wonderful partnerships with MassHire and New England Center for Arts and Technology over the last few years. We look forward to continuing this collaboration in the future.

I hope you will look kindly on this application to allow for continued collaboration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert DeSalvio", with a long horizontal line extending to the right.

Robert DeSalvio
President



Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000

March 8, 2019

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: Cities of Chelsea and Everett 2019 Non-Transportation Planning Project Application

Dear Mr. Ziemba,

Encore Boston Harbor supports the collaboration between the Cities of Chelsea and Everett and the focus on supporting small and local businesses within the communities.

We have a number of programs to support small businesses including our "We Save" program and by strategic outreach events by our procurement team. We have already identified many local business partners and hope to find more in the future.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert DeSalvio", with a long horizontal flourish extending to the right.

Robert DeSalvio
President

Encore[®]
BOSTON HARBOR

**Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000**

March 8, 2019

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: City of Revere 2019 Non-Transportation Planning Application

Dear Mr. Ziemba,

Encore Boston Harbor supports the City of Revere's efforts to connect and enhance the regional tourism and marketing activity.

We are particularly interested in, and excited about, the additional hotel rooms in the region.

We wish the City of Revere well with its promotional activities and are happy to assist if appropriate.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert DeSalvio", with a long horizontal line extending to the right.

Robert DeSalvio
President



**Encore Boston Harbor
Development Office
101 Station Landing, #2200
Medford MA 02155
(857) 770-7000**

March 8, 2019

Mr. John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

RE: Town of Saugus 2019 Non-Transportation Planning Grant Application

Dear Mr. Ziemba,

Encore Boston Harbor supports the Town of Saugus's efforts to connect and enhance regional tourism and marketing activities.

We wish the Town of Saugus well with its promotional activities and are happy to assist if appropriate.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert DeSalvio". The signature is stylized and includes a long horizontal flourish extending to the right.

Robert DeSalvio
President

Good Day,

Please be advised that PPC agrees with the Towns of Foxborough, Plainville and Wrentham's Mitigation fund request. As noted in the application, PPC supports the project to develop a strategic and creative plan for the destination marketing of the three towns.

Thank you,

Lisa McKenney, CIA

Compliance Manager

301 Washington Street

Plainville, Massachusetts 02762

Office: 508-576-4409

Cell: 860-235-3009

Lisa.Mckenney@PNGaming.com





19

COMMUNITY MITIGATION FUND

APPENDIX D

2019 Transportation Planning Grant Application

BD-19-1068-1068C-1068L-33629

Please complete the entire application.

Check if a joint application

1.	NAME OF MUNICIPALITY(IES)/GOVERNMENT ENTITY(IES)/DISTRICT(s)
	City of Boston
2.	DEPARTMENT RECEIVING FUNDS
	Boston Transportation Department
3.	LEAD APPLICANT - NAME AND TITLE OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)
	Thomas Kadzis, Senior Transportation Planner
4.	ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)
	One City Hall Plaza, Room 721, Boston MA 02201
5.	PHONE # AND EMAIL ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)
	617-635-3084
6.	NAME AND CONTACT INFORMATION OF JOINT APPLICANTS - MUNICIPALITIES /GOVERNMENT ENTITIES/DISTRICTS
	NA
7.	NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)
	Gina N. Fiandaca, Commissioner, Boston Transportation Department
8.	ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)
	One City Hall Plaza, Boston MA 02201
9.	PHONE #, EMAIL, AND ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)
	Encore Boston Harbor
10.	NAME OF GAMING LICENSEE

1. IMPACT DESCRIPTION

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

Prior to the Mass. Gaming Commission's decision to award a gaming license authorizing Encore Boston Harbor to locate a casino/hotel along Broadway in Everett, the City of Boston had a concept plan in place for the reconstruction of Sullivan Square/Rutherford Avenue. Now that the casino/hotel is a certainty, the City has reassessed its prior plan and is in the process of revamping it. The MEPA filing related to the casino/hotel states that some 70% of the traffic generated is projected to go through Sullivan Square. As such, the City is revamping the prior plan with the intention to have the final design reasonably accommodate the casino/hotel traffic.

2. PROPOSED USE OF TRANSPORTATION PLANNING FUND

This grant is needed to cover a portion of the estimated \$11 million design cost.

3. PROPOSED MITIGATION (Please attach additional sheets/supplemental materials if necessary.)

a) Please identify the amount of funding requested.

\$200,000

b) Please identify below the manner in which the funds are proposed to be used.

The City currently has a contract with Tetra Tech for \$3,949,524 that covers 25% of the design. A follow-on contract to complete the design is under negotiation, and is expected to total \$6.6 million.

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 mitigating the impact from the construction of a proposed gaming establishment.

Please see current 25% design contract.

d) Please describe how the mitigation request will address the specific impact indicated.

The City's prior plan for all surface streets was abandoned out of necessity once the casino/hotel project was approved.

4. 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 Transportation Planning funds will be used to support the design of the underpasses required to accommodate the increased traffic.

5. IMPACT CONTROLS/ADMINISTRATION OF IMPACT FUNDS

Please provide detail regarding the controls that will be used to ensure that funds will only be used to plan to address the specific 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.

All funds expended under the Tetra Tech contracts will be related to the design of the Sullivan Square/Rutherford Avenue project. Funds will only be paid to Tetra Tech upon their documentation of appropriate costs incurred in providing work under the scope of their contract with Boston Transportation Department.

6. 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 of Boston is a member of the Lower Mystic Regional Working Group. This group also includes the cities of Everett and Somerville, the Metropolitan Area Planning Council and others in an effort to find more ways of improving transportation in the area surrounding Sullivan Square and the casino/hotel.

7. 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 of Boston will be responsible for all design costs not covered by other parties. The updated estimate for the full design of the Rutherford Av/Sullivan Sq Project is \$11 Million.

To date, the City has been receiving 80% Federal reimbursement during the 25% design phase which is estimated to cost \$3.9 Million. Federal funding for the Final design phase at the same 80% rate is now available through the Metropolitan Planning Organization's latest Transportation Improvement Plan amendment. The next step is for the City and Mass DOT to enter into an interagency agreement under which the 80% design reimbursements would continue through the end of the project.

The 20% of the design cost not covered by the Federal Funds, \$2.2 Million, will be covered by the City using its own funding as well as any other grants obtained by the City for this purpose.

If awarded by the Gaming Commission, this current grant request of \$200,000, along with the prior \$450,000 awarded to the City by the Gaming Commission for this project, will result in the City making a net cash contribution to the design of approximately \$1,550,000.

The City will also is continuing to contribute substantial staff time from the Boston Transportation Department, the Boston Public Works Department, the Boston Planning and Development Agency and other City Departments.

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

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

7.4 For purposes of this Agreement, the "Sullivan Square Infrastructure Project" shall mean the design, construction and maintenance of all of the improvements to Sullivan Square and adjacent roads leading into and/or connected to Sullivan Square included in any plan that is approved and permitted by Boston and the Massachusetts Department of Transportation, to the extent applicable, as part of the long-term solution to alleviate traffic congestion in Sullivan Square and the roads leading into and/or connected to Sullivan Square.

The Sullivan Square Infrastructure Project includes, but is not limited to, improvements to the Sullivan Square rotary; all other roadways within 500 feet of the Sullivan Square rotary (including without limitation, Main Street, Rutherford Avenue, Cambridge Street, Alford Street, Mishawum Street, Mafia Way, D Street, and Spice Street), and any Rutherford Avenue underpass beneath the Sullivan Square rotary as well as any improvements approved and permitted by Boston to Rutherford Avenue between Sullivan Square and City Square.

The Sullivan Square Infrastructure Project may be designed and constructed in its entirety or in phases.

b) Please provide a demonstration that such mitigation measure is not already required to be completed by the licensee pursuant to any regulatory requirements or pursuant to any agreements between such licensee and applicant.

No such requirement or agreement exists, with regard to the design of the Sullivan Square/Rutherford Avenue project that these funds are being requested to support.

c) 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.

Reference 8d

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

The City made clear repeatedly in its comments to MEPA during the review of the casino/hotel project that the City's existing plan for the reconstruction of Sullivan Square/Rutherford would not support the presence of the Encore Boston Harbor casino/hotel.

Upon the subsequent award of a license to Wynn, we directed our consultant to reexamine the assumptions that had led us to choose the "surface streets" design. It was determined that the design needed to be replaced by a design that included vital underpasses at Alford Street and Sullivan Square.

Under the surrounding community agreement, Wynn/Encore is now making some interim improvements referred to as the "Mitigation Improvements". They also have a commitment to fund \$25 Million into the Sullivan Square Infrastructure Project Fund over a ten year period starting a year after they open the casino. This obligation is contingent on the design for the project accommodating the traffic impacts of the casino/hotel.

e) If transportation 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 trip generation totals exceed projected estimates.

Reference 8d

**No Community is eligible for more than one
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)



Date

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME: City of Boston
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192075


INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Gina Fiandaca	Commissioner
Thomas Kadzis	Senior Transportation Planner

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.



Signature

Date: 1/23/2019

Title: Mayor of Boston Telephone: 617-635-3151
Fax: Email: mayor@boston.gov

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: City of Boston
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192075

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Martin J. Walsh

Title: Mayor of Boston

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Kathryn M. Jenkins (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

January 22, 2019.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: City of Boston (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Massachusetts Gaming Commission MMARS Department Code: MGC
Legal Address: (W-9, W-4, T&C): Boston Transportation Department, One City Hall Square, Room 721, Boston MA 02201	Business Mailing Address: 101 Federal Street, 12 th Floor, Boston MA 02110
Contract Manager: Gina Fiandaca, Commissioner, Boston Transportation Dept.	Billing Address (if different):
E-Mail: Gina.Fiandaca@Boston.gov	Contract Manager: John S. Ziemba
Phone: 617-635-3669 Fax:	E-Mail: John.S.Ziemba@MassMail>State.MA.US
Contractor Vendor Code: VC6000192075	Phone: 617-979-8420 Fax: 617-725-0258
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): 2017BOSTONRESV&TRANS RFR/Procurement or Other ID Number: BD-19-1068-1068C-1068L-33629
<p style="text-align: center;">NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;">CONTRACT AMENDMENT</p> Enter Current Contract End Date Prior to Amendment: ____, 20 ____, Enter Amendment Amount: \$ ____, (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ \$200,000 .	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) TRANSPORTATION PLANNING GRANT	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of February 1, 2021 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u><i>Gina Fiandaca</i></u> Date: <u>1/23/19</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Gina Fiandaca</u> Print Title: <u>Commissioner, Boston Transportation Department</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an Interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s Policy](#).

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, s. 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, s.9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, s.9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the [Official Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27 and § 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151 and 455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#); [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the [Public Accommodations Law](#) [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and 98A, [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A, Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontractors, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481, Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130, Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346, Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444, Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504, Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to [G.L. c. 93H](#) and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526, Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated



COMMONWEALTH TERMS AND CONDITIONS

settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially

published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

Gina Fiandaca
(signature)

Print Name: Gina Fiandaca

Title: Commissioner

Date: 1/22/2019

(Check One): Organization Individual

Full Legal Organization or Individual Name: City of Boston

Doing Business As: Name (If Different):

Tax Identification Number: 04-6001380

Address: One City Hall Plaza, Room 701, Boston MA 02201

Telephone: 617-635-3669

FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



19

COMMUNITY MITIGATION FUND

APPENDIX D

2019 Transportation Planning Grant Application

BD-19-1068-1068C-1068L-33629

Please complete the entire application.

Check if a joint application

	City of Everett, City of Somerville
1.	NAME OF MUNICIPALITY(IES)/GOVERNMENT ENTITY(IES)/DISTRICT(s) Everett Department of Planning and Development
2.	DEPARTMENT RECEIVING FUNDS Tony Sousa -Director of Planning and Development (Everett)
3.	LEAD APPLICANT - NAME AND TITLE OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER) 484 Broadway, Room 25, Everett, MA 02149
4.	ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER) 617-394-2245, tony.sousa@ci.everett.ma.us
5.	PHONE # AND EMAIL ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER) Jay Monty: Transportation Planner - City of Everett, Massachusetts Brad Rawson: Director of Transportation and Infrastructure - City of Somerville, Massachusetts
6.	NAME AND CONTACT INFORMATION OF JOINT APPLICANTS - MUNICIPALITIES /GOVERNMENT ENTITIES/DISTRICTS Carlo DeMaria, Mayor - City of Everett Joseph A. Curtatone, Mayor - City of Somerville
7.	NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES) 484 Broadway, Room 25, Everett, MA 02149 93 Highland Avenue, Somerville MA 02143 (617-625-6600)
8.	ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES) Mayorcarlo.demaria@ci.everett.ma.us (617-394-2270) mayor@somervillema.gov (617-625-6600)
9.	PHONE #, EMAIL, AND ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES) Encore Boston Harbor
10.	NAME OF GAMING LICENSEE

1. IMPACT DESCRIPTION

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

The Encore Boston Harbor Resort ("Gaming Facility") will be a significant traffic generator within the Lower Broadway/Sullivan Square area and beyond. A critical piece of MEPA permitting process for the Gaming Facility was the ability to provide adequate mobility to and from the casino resort in a travel corridor that is chronically congested with single occupancy vehicles and lacks any type of rapid transit options. Since the issuing of the MEPA certificate for the Gaming Facility in Everett, the level of anticipated development along the Broadway corridor has increased as Encore has purchased numerous underutilized parcels of land along the corridor for complimentary redevelopment. This development, not included in the original MEPA certificate, would generate a significant number of trips along the Broadway corridor, including Sullivan Square and its arterial roadways in Somerville.

In addition, the corridor's importance as link in the regional transit network has been emphasized in major MassDOT initiatives such as the "Everett Transit Action Plan" and the "Lower Mystic Regional Working Group". These planning studies use the official MassDOT/CTPS/MAPC transportation model, and projected a doubling of demand for transit service in Everett in the next 25 years. The Lower Mystic process concluded that the only effective mitigation for traffic related to the Gaming Facility and other planned developments was a significant investment in mass transit options.

2. PROPOSED USE OF TRANSPORTATION PLANNING FUND

Funding from this grant would be used to advance planning and design of the MBTA Silver Line bus rapid transit service from its current terminus in Chelsea, through Everett, Sullivan Square and Washington Street in Somerville, and terminating at appropriate MBTA Red Line and/or MBTA Green Line intermodal facilities.

3. PROPOSED MITIGATION (Please attach additional sheets/supplemental materials if necessary.)

a) Please identify the amount of funding requested.

\$425,000

b) Please identify below the manner in which the funds are proposed to be used.

Grant funds will be used to advance conceptual engineering design of the Silver Line BRT corridor from the current Chelsea terminus, through Everett along the MBTA Commuter Rail right-of-way to Sullivan Square and then through Somerville to a point near Lechmere MBTA station. The designs will use, to the extent possible, any previous work performed by Encore, CTPS, MassDOT etc. as part of the Lower Mystic Working Group. Given that existing conceptual work has been performed on the Everett portion of the corridor, it is anticipated that the Everett portion will be designed to a more advanced level than the Somerville portion of the corridor. We anticipate being able to complete at 10% level of engineering design on the Everett corridor, and concept level design on the Somerville corridor where some further analysis of route alternatives may still be necessary.

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 mitigating the impact from the construction of a proposed gaming establishment.

Encore has advanced some conceptual plans of the Silver Line busway from the existing Chelsea Silver Line station, along the MBTA Commuter Rail right-of-way to approximately Beacham Street in Everett. While these plans have not been made public, we anticipate that they will be made available as a reference for developing the final scope of work for the project. In the current absence of these plans, it has been difficult to develop a proposed scope of work, however we anticipate working with Encore in the near future to better understand the level of design that has taken place to date and develop a full scope of work prior to this grant being awarded.

d) Please describe how the mitigation request will address the specific impact indicated.

Increased transit capacity between Logan Airport, Everett, Somerville and Cambridge is crucial to supporting new travel demand associated with the Gaming Facility as well as other anticipated development in the areas near Sullivan Square. In addition to the casino resort itself, Encore has purchased numerous underutilized parcels of land along Broadway in the vicinity of the Gaming Facility for complimentary re-development. This development will have significant impacts on trip generation in the corridor that was not covered under the existing MEPA certificate. It is the City's strong desire that the trips generated by this additional development be offset through investments in mass transit rather than automobile infrastructure. Planning now for transit investments such as the Silver Line will help achieve this goal.

4. 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 Silver Line extension would directly serve the Gaming Facility, with a station at the site. It would provide access along two corridors which were identified in the EIR documents as being primary routes for employees and patrons. Employees and patrons coming to the casino resort from Logan Airport, South Boston and points east would benefit from a seamless Silver Line transfer to MBTA commuter rail service at Chelsea, MBTA Blue Line service at Airport Station, and MBTA Red Line and Commuter Rail as well as Amtrak northeast regional service at South Station. The extended Silver Line would provide reliable inter-modal transfers at Sullivan Station, connecting patrons and employees of the Gaming Facility to MBTA Orange Line service, as well as to ten MBTA bus lines.

5. IMPACT CONTROLS/ADMINISTRATION OF IMPACT FUNDS

Please provide detail regarding the controls that will be used to ensure that funds will only be used to plan to address the specific 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's internal control structure regarding all grants have been designed to ensure compliance with the federal Office of Management and Budget circulars A-87 "Cost Principles for State, Local, and Indian Tribes", and A-102 "Grants and Cooperative Agreements with State and Local Governments" regardless if the grants are not federal. The control structure ensures all transactions are properly recorded and accounted for, and all transactions are executed in compliance with Laws, regulations, and the provisions of contracts and grant agreements. Some examples of these controls include, but are not limited to: The City's accounting system records all grants and the related grant activity in separate funds, and does not comingle grant activity between grants.

The City utilizes a requisition and purchase order system within the accounting system to ensure expenditures are sufficiently authorized for their intended purpose and adequate funding exists prior to procuring goods or services.

The City individual responsible for the management of the grant will be the only individual allowed to authorize expenditures to the grant, ensuring that only legitimate grant activity is charged to the grant. The City's accounting system automatically controls this process, which is then manually reviewed by the City Auditor's office during the payment processing.

Grant records maintained by the City individual responsible for the management of the grant will be reconciled with the City Auditor's office on a quarterly basis. Any discrepancies identified during this process will be researched and corrected within 15 days from the date identified.

6. 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.

During the past two years, the cities of Boston, Somerville and Everett have been engaged in the Lower Mystic Working Group along with MassDOT, the MBTA, MAPC, the Massachusetts Gaming Commission, the Attorney General's Office and Encore Boston Harbor. This collaborative working group has spent considerable time and energy identifying and analyzing solutions to solving access and mobility issues around Sullivan Square and the lower basin of the Mystic River. The extension of the MBTA Silver Line to Everett and Somerville is a key recommendation of the working group. Additionally, other studies including the Everett Transit Action Plan (MassDOT 2016), Focus 40 (MassDOT 2018), Lower Broadway Master Plan (City of Everett 2013), Commercial Triangle Master Plan, and others have all recommended construction of the Silver Line Extension.

7. 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 Cities of Everett and Somerville will partially match the assistance provided by the gaming commission by providing staff time, meeting space and other coordination and administrative time that will be required for a project of this magnitude. In addition, the City of Everett has committed \$100,000 from its Capital Improvement Plan to advance the study and design of the portion of the proposed Silver Line along Second Street from the MBTA Commuter Rail right-of-way to Revere Beach Parkway. The City of Somerville has programmed \$200,000 of capital funds to install new traffic signal equipment on Washington Street that uses MBTA-standard Transit Signal Priority (TSP).

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

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

Part "C" of Section 6 of the Host Community Agreement between Encore and the City of Everett details the commitment to public transportation access along Broadway and to the casino site. This includes fixed-route shuttle bus service serving the Casino and MBTA Orange Line Stations as well as Logan Airport and other regional transportation hubs. In addition, new MBTA bus stop facilities are to be constructed at the project site along Broadway. The intensity of transit services provided by both the Casino and the MBTA are significant and future plans outlined in the Everett Transit Action Plan and includes extension of the Silver Line Bus Rapid Transit line from Chelsea through Everett, Sullivan Square and beyond.

The Silver Line extension would also support the recommendations of the Lower Mystic Regional Working Group which is tasked with developing further traffic and transit mitigation plans for Sullivan Square. These anticipated recommendations include extension of the MBTA Silver Line busway from Chelsea to Sullivan Square and the Washington Street / Inner Belt area of Somerville.

b) Please provide a demonstration that such mitigation measure is not already required to be completed by the licensee pursuant to any regulatory requirements or pursuant to any agreements between such licensee and applicant.

There is no specific reference to the Silver Line in any of the licensing documents and decisions issued to the Encore Casino. Encore has advanced early stage conceptual design of the Silver Line busway from Everett Ave in Chelsea to the casino site of their own volition, with full understanding of the need for additional transit access to their site and to support future development in the Broadway corridor.

c) 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.

In the SSFEIR Certificate issued by MEPA to Wynn LLC on August 28th, 2015, Secretary of Energy and Environmental Affairs, Matthew Beaton wrote "I have concluded that the practical, rational and effective approach to addressing broader regional transportation impacts for this project is through enhanced transportation planning processes... I am requiring enhanced public participation during permitting and development of the Section 61 Findings by MassDOT and the establishment of a Regional Working Group." The Lower Mystic Regional Working Group carried out this task and at its conclusion in 2018, recommended that the extension of the MBTA Silver Line from Chelsea to Sullivan square and Somerville should be a priority project that would address the regional impacts of the Encore Casino as well as other projected developments near Sullivan Square.

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

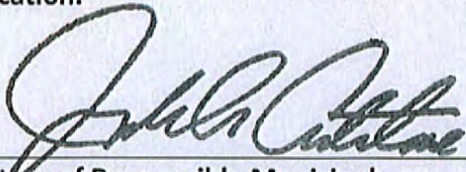
The MEPA decision recognized that not all of the regional impacts of the casino could be anticipated at the time of decision. The formation of the Lower Mystic Regional Working Group was intended to identify how such regional impacts could be addressed, with the understanding that the casino, while not wholly responsible for the impact, was at least partly responsible for it. The Silver Line is a regional project which will address not only impacts from the casino, but from other anticipated regional development.

e) If transportation 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 trip generation totals exceed projected estimates.

**No Community is eligible for more than one
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 of Responsible Municipal
Official/Governmental Entity

Date

1-31-19

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 of Responsible Municipal
Official/Governmental Entity

Date



19

COMMUNITY MITIGATION FUND

APPENDIX D

2019 Transportation Planning Grant Application

BD-19-1068-1068C-1068L-33629

Please complete the entire application.

Check if a joint application

1.	NAME OF MUNICIPALITY(IES)/GOVERNMENT ENTITY(IES)/DISTRICT(s)
	City of Lynn
2.	DEPARTMENT RECEIVING FUNDS
	Community Development
3.	LEAD APPLICANT - NAME AND TITLE OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)
	James M. Marsh / Community Development Director City of Lynn
4.	ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)
	Lynn City Hall - Room 311 Lynn, MA 01901
5.	PHONE # AND EMAIL ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)
	781-586-6770 JMarsh@Lynnma.gov
6.	NAME AND CONTACT INFORMATION OF JOINT APPLICANTS - MUNICIPALITIES /GOVERNMENT ENTITIES/DISTRICTS
	N/A
7.	NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)
	Mayor Thomas M McGee
8.	ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)
	Lynn City Hall - Mayor's Office Lynn, MA 01901
9.	PHONE #, EMAIL, AND ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)
	781-598-4000 Meaghen.Hamill@lynnma.gov
10.	NAME OF GAMING LICENSEE Encore Boston Harbor Casino / Everett

2019 TRANSPORTATION PLANNING GRANT APPLICATION

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1. IMPACT DESCRIPTION

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

Several arterial roadways pass through the City of Lynn, including Routes 1A, 107, 129, 129A, Essex Street, Boston Street, and Broadway. These routes serve as primary access corridors connecting the North Shore communities of Swampscott, Marblehead, Salem, Peabody, and Nahant with the City of Boston and Metro North communities including the City of Everett. With the ongoing Encore Boston Harbor Casino construction, currently scheduled through the summer of 2019, workers and construction vehicles from these communities will continue to put additional strain onto these already congested corridors in the City of Lynn daily. Upon the casino's opening in the summer of 2019, the additional traffic anticipated to travel through the City of Lynn is also a vital concern to safety, efficiency, and air quality along the City's roadways. Route 1A (Board Street/Lynnway) and Route 107 (Western Avenue) in particular are anticipated to carry much of this traffic. However, with these corridors already experiencing congestion, traffic spills over onto ancillary arterials and collectors throughout the City seeking alternate routes. In addition, with a potential gaming visit population of 70,575 based on estimates conducted as part of the Wynn Casino Environmental Impact Report and the potential for jobs for Lynn residents, many casino trips may begin or end on Lynn's local roadways.

Route 107 (Western Avenue) is an arterial roadway connecting Revere, Everett and Boston to the south and the cities of Salem and Peabody to the north. It is the location of a major transit corridor and serves as a link to commercial activities and regional employment centers. Within the context of a "Complete Streets" the goal is to balance the local and commercial traffic concerns against the regional travel patterns throughout the corridor, particularly impacts from the Encore Resort. Considerable efforts have been made to develop solutions to the Route 107 corridor to mitigate operational and safety issues while providing improved accommodations for additional modes of transportation besides the automobile.

Western Avenue (Route 107), a bi-directional roadway, runs in a generally northeast-southwest direction across the City of Lynn. Land use along the corridor is a mixture of residential properties with small commercial businesses located at intersections. The project limit extends between Centre Street and Chestnut Street, approximately 1.3 miles. The roadway is approximately 45 feet wide with concrete sidewalk varying in

2019 TRANSPORTATION PLANNING GRANT APPLICATION

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width from 8 to 10 feet along both sides of the street within the 66-foot right-of-way. Parking is generally permitted on both sides of the street and the posted speed limit is 30 mph. The study area will include detailed traffic operations improvements at seven intersections; five signalized and two unsignalized.

Western Avenue is functionally classified as an Urban Principal Arterial and is a major transit route for the MBTA, carrying MBTA bus routes 424/424W, 434, and 450/450W. The City of Lynn anticipates that casino bound employees as well as patrons would be utilizing MBTA buses servicing Western Avenue as a means of transportation to the Encore Boston Harbor Resort. The Urban Principal Arterial designation indicates that the roadway provides a high degree of mobility and high traffic volume with no control of access. Western Avenue within the study area limits is under the jurisdiction of the City of Lynn and has an Average Annual Daily Traffic (AADT) volume that varies from a low of 15,900 to a high of 18,400 vehicles per day.

2. PROPOSED USE OF TRANSPORTATION PLANNING FUND

As current efforts utilizing 2017 CMF Transportation Planning Grant funds have included conducting a City-wide study of existing traffic signal systems to identify deficiencies to develop both short-term improvements and a long-term capital improvements, the effort currently proposed entails the conceptual design of traffic operational and safety improvements along the Route 107 (Western Avenue) corridor. A preliminary analysis has already been completed and the Western Avenue Rehabilitation Project has been determined to be eligible for Federal Aid highway funding by the Massachusetts Department of Transportation's Project Review Committee (PRC). On December 11, 2018, the PRC notified the City of Lynn that the Western Avenue Project is eligible for up to \$36,205,000 in highway funding.

Under the proposed Scope of Work, conceptual design alternatives will be developed and analyzed throughout the corridor. These alternatives will focus on both safety and traffic operational improvements to accommodate future traffic and growth along the corridor. Improvements may include intersection reconstruction including geometric improvements, traffic signalization improvements and optimization, ADA compliance upgrades, transit accommodations, and improvements consistent with the City of Lynn's Complete Street Policy. There are five (5) intersection locations within the Western Avenue Corridor that are Highway Safety Improvement Program (HSIP) locations. These are locations that are eligible for funding and are crash clusters that rank within the top 5% of each Regional Planning Agency (RPA). Alternatives will be specifically developed at these locations to address the deficiencies contributing to safety and operational hazards.

The proposed work will also include a Public Outreach component which will aim to inform the public on the proposed improvement and solicit input on future design considerations. Rendered concept plans illustrating the proposed improvements will be developed and presented to the public for review and comment.

3. PROPOSED MITIGATION (Please attach additional sheets/supplemental materials if necessary.)

a) Please identify the amount of funding requested.

The City of Lynn is requesting \$200,000 for this effort.

b) Please identify below the manner in which the funds are proposed to be used.

The funds will be used to engage the services of a professional transportation engineering firm to complete the traffic analysis and conceptual design of infrastructure improvements to mitigate the impacts of additional casino related traffic.

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 mitigating the impact from the construction of a proposed gaming establishment.

Please refer to Attachment A - Scope of Services Document

d) Please describe how the mitigation request will address the specific impact indicated.

The City of Lynn's roadway corridors already experience congestion and traffic safety concerns. The mitigation request will fund the traffic analysis and conceptual design of alternatives for infrastructure improvements to mitigate traffic congestion and safety impacts.

4. 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.

Please refer to Attachment A - Scope of Services Document which outlines the traffic analysis and conceptual design effort to address traffic congestion impacts associated with casino trips.

5. IMPACT CONTROLS/ADMINISTRATION OF IMPACT FUNDS

Please provide detail regarding the controls that will be used to ensure that funds will only be used to plan to address the specific 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 Chief Financial Officer of the City of Lynn has insisted that any community mitigation funding awarded to the City of Lynn be placed in a separate revolving account. In this manner, the funding would only be permitted if it addressed the specific transportation needs of the City. The Community Development office would be required to obtain

the approval of both the Mayor and the City Council prior to any expenditure of community mitigation funding.

6. 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.

A preliminary analysis has already been completed and the Western Avenue Rehabilitation Project has been determined to be eligible for Federal Aid highway funding by the Massachusetts Department of Transportation's Project Review Committee (PRC). On December 11, 2018, the PRC notified the City of Lynn that the Western Avenue Project is eligible for up to \$36,205,000 in highway funding.

7. 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's Department of Community Development, in conjunction with the City's Department of Public Works will contribute in-kind staffing services to this project. The project is well within the limits of the City's Comprehensive Revitalization Area (CRA) and as such, is eligible to receive additional matching funds from the Department of Community Development. If funded we intend to utilize Chapter 90 funding and or Block Grant funding to supplement the scope of work described herein if needed.

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

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

Although the City of Lynn's Neighboring Community Agreement does not specifically site these impacts, they have certainly come to fruition.

b) Please provide a demonstration that such mitigation measure is not already required to be completed by the licensee pursuant to any regulatory requirements or pursuant to any agreements between such licensee and applicant.

Absent funding from this grant or other City of Lynn sources, this project will not move forward. Encore Casino within their license and within our Neighboring Community Agreement is not required to perform such work.

c) 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.

N/A

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

In 2014, both the casino (Wynn, MA, LLC at the time), and the City of Lynn did not anticipate these impacts within the City's Surrounding Community Agreement.

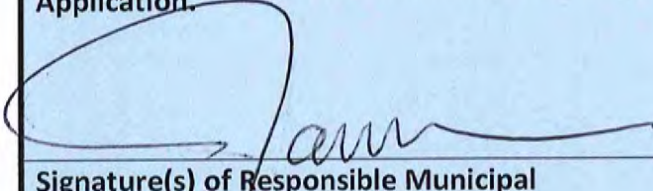
e) If transportation planning funds are sought for mitigation not required under MEPA, please provide justification why funding should be utilized to plan for such mitigation. For example, a community could provide information on the significance of potential impacts if trip generation totals exceed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

We are aware that trip generation totals will indeed exceeded our projected estimates. The increase is due to Encore construction workers coupled with the news that GE will be hiring hundreds of new employees at their Route 107 facility. In addition, the overall increase in gambling on the North Shore will further affect these trip totals.

**No Community is eligible for more than one
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.

A handwritten signature in black ink, appearing to be 'Jaw', written over a horizontal line.

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

2/1/19

Date

ATTACHMENT A – SCOPE OF SERVICES

The City of Lynn would like to thank the Massachusetts Gaming Commission for its commitment to mitigating the potential impact that traffic generated by casinos in the Commonwealth will have on neighboring communities. The recently approved 2017 Community Mitigation Fund Transportation Planning Grant agreement with the Commission for a citywide traffic signal inventory was an important first step to address casino related impacts within the City of Lynn. The 2019 Community Mitigation Fund Transportation Planning Grant will further compliment the City's efforts to assess impacts to our transportation infrastructure created from casino related traffic and to aid the City in developing a capital improvement plan to mitigate these impacts. To that end the City intends to contract with a qualified Consultant to perform the following Scope of Services relative to mitigation of potential adverse impacts arising from traffic generated by the Encore Boston Harbor casino located in the City of Everett.

As previously discussed, several arterial roadways pass through the City of Lynn, including Routes 1A, 107, 129, 129A, Essex Street, Boston Street, and Broadway. These routes serve as primary access corridors connecting the North Shore communities of Swampscott, Marblehead, Salem, Peabody, and Nahant with the City of Boston and Metro North communities including the City of Everett. With the ongoing Encore Boston Harbor Casino construction, currently schedule through the summer of 2019, workers and construction vehicles from these communities will continue to put additional strain onto these already congested corridors in the City of Lynn daily. Upon the casino's opening in the summer of 2019, the additional traffic anticipated to travel through the City of Lynn is also a vital concern to safety, efficiency, and air quality along the City's roadways. Route 1A (Board Street/Lynnway) and Route 107 (Western Avenue) in particular are anticipated to carry much of this traffic. However, with these corridors already experiencing congestion, traffic spills over onto ancillary arterials and collectors throughout the City seeking alternate routes. In addition, with a potential gaming visit population of 70,575 based on estimates conducted as part of the Wynn Casino Environmental Impact Report and the potential for jobs for Lynn residents, many casino trips may begin or end on Lynn's local roadways.

Route 107 is an arterial roadway connecting Revere, Everett and Boston to the south and the cities of Salem and Peabody to the north. It is the location of a major transit corridor and serves as a link to commercial activities and regional employment centers. Within the context of a "Complete Streets" the goal is to balance the local and commercial traffic concerns against the regional travel patterns throughout the corridor, particularly impacts from the Encore Resort. Considerable efforts have been made to develop solutions to the Route 107 corridor to mitigate operational and safety issues while providing improved accommodations for additional modes of transportation besides the automobile.

Western Avenue (Route 107), a bi-directional roadway, runs in a generally northeast-southwest direction across the City of Lynn. Land use along the corridor is a mixture of residential properties with small commercial businesses located at intersections. The project limit extends between Centre Street and Chestnut Street, approximately 1.3 miles. The

roadway is approximately 45 feet wide with concrete sidewalk varying in width from 8 to 10 feet along both sides of the street within the 66-foot right-of-way. Parking is generally permitted on both sides of the street and the posted speed limit is 30 mph. The study area will include detailed traffic operations improvements at seven intersections; five signalized and two unsignalized.

Western Avenue is functionally classified as an Urban Principal Arterial and is a major transit route for the MBTA, carrying MBTA bus routes 424/424W, 434, and 450/450W. The City of Lynn anticipates that casino bound employees as well as patrons would be utilizing MBTA buses servicing Western Avenue as a means of transportation to the Encore Boston Harbor Resort. The Urban Principal Arterial designation indicates that the roadway provides a high degree of mobility and high traffic volume with no control of access. Western Avenue within the study area limits is under the jurisdiction of the City of Lynn and has an Average Annual Daily Traffic (AADT) volume that varies from a low of 15,900 to a high of 18,400 vehicles per day.

Error! Reference source not found. intersections ranking shows three study area intersections within project limit for three consecutive ranking periods; 2011-2013, 2012-2014, and 2013-2015. The reason for showing multiple analysis periods is to highlight the fact that these study area intersections are moving closer to the top of the Top 200 crash list each year and require immediate attention.

The City conducted a corridor-wide Roadway Safety Audit (RSA) with the MassDOT Traffic and Safety Engineering Section in August 2018 to identify additional corrective measures which will be incorporated into a future design. Furthermore, the City held its first Public Workshop on September 17, 2018 to gain feedback on the proposed cross-sectional elements and traffic control to better inform the project design. Additional workshops as part of the 2019 Community Mitigation Fund Transportation Planning Grant will be scheduled as this initial phase of the project progresses. In addition, the City will be coordinating with the MBTA throughout the conceptual design process to identify improvements to existing bus stops and routes traveling along or across the Western Avenue corridor, including bus stop consolidation or relocation, bus stop amenities, and potential implementation of Transit Signal Priority.

The City of Lynn was recently notified by MassDOT that the Route 107 Corridor, from Centre Street to Eastern Avenue was approved as eligible for over \$36 million in federal and state highway funding. The City of Lynn would be responsible for design, right-of-way and environmental permitting. The funds obtained through the 2019 Community Mitigation Fund Transportation Planning Grant would provide the opportunity to build on the momentum gained from the initial planning efforts and allow the project to complete a comprehensive traffic evaluation, concept level planning and public outreach effort.

As current efforts utilizing 2017 CMF Transportation Planning Grant funds have included conducting a City-wide study of existing traffic signal systems to identify deficiencies to develop both short-term improvements and a long-term capital improvements, the effort currently proposed entails the conceptual design of traffic operational and safety improvements along the Route 107 (Western Avenue) corridor. A preliminary analysis has already been completed

and the Western Avenue Rehabilitation Project has been determined to be eligible for Federal Aid highway funding by the Massachusetts Department of Transportation's Project Review Committee (PRC). On December 11, 2018, the PRC notified the City of Lynn that the Western Avenue Project is eligible for up to \$36,205,000 in highway funding.

Under the proposed Scope of Work, conceptual design alternatives will be developed and analyzed throughout the corridor. These alternatives will focus on both safety and traffic operational improvements to accommodate future traffic and growth along the corridor. Improvements may include intersection reconstruction including geometric improvements, traffic signalization improvements and optimization, ADA compliance upgrades, transit accommodations, and improvements consistent with the City of Lynn's Complete Street Policy. There are five (5) intersection locations within the Western Avenue Corridor that are Highway Safety Improvement Program (HSIP) locations. These are locations that are eligible for funding and are crash clusters that rank within the top 5% of each Regional Planning Agency (RPA). Alternatives will be specifically developed at these locations to address the deficiencies contributing to safety and operational hazards.

The proposed work will also include a Public Outreach component which will aim to inform the public on the proposed improvement and solicit input on future design considerations. Rendered concept plans illustrating the proposed improvements will be developed and presented to the public for review and comment.

Scope of Services

A. Conceptual Design Development

1. General

- a. The CONSULTANT shall assist the CITY in preparing and analyzing conceptual design alternatives for traffic and safety improvements along the Route 107 (Western Avenue) corridor. The project limits shall include Western Avenue (Route 107) from Market Square, northerly to the intersection of Chestnut Street, a distance of approximately 6,900 feet (1.31 miles).

2. Roadway Safety Audit Review (RSA)

- a. As noted in MassDOT's Top Crash Locations inventory, the segment of Western Avenue (Route 107) from the Market Square roundabout to Chestnut Street is represented by 3 Top 200 intersection clusters, 9 high crash locations, and 2 Pedestrian crash locations that are eligible for funding through the Highway Safety Improvement Program (HSIP).

- b. The CONSULTANT will review the MassDOT RSA which was conducted to identify safety issues and will identify potential countermeasures for each of the issues. The countermeasures may include short-term, intermediate-term, and long-term improvements and can range in cost from low to high.

3. Traffic Analysis

- a. The CONSULTANT will review available traffic counting data which will focus on turning movement counts at the following locations:
 - i. Western Avenue at Centre Street
 - ii. Western Avenue at Mall Street
 - iii. Western Avenue at Park Street
 - iv. Western Avenue at Franklin Street
 - v. Western Avenue at Washington Street
 - vi. Western Avenue at Bay View Avenue/Maple Street
 - vii. Western Avenue at Chestnut Street
- b. Traffic projections will be made to include future growth based on an appropriate design year. Operations will be analyzed at each of the above identified intersections under both current and future traffic volumes using the latest available Synchro software. The analysis of peak hour traffic volumes will be used to determine what, if any, changes to geometry, traffic control, signal timing and phasing could be made to improve operations under existing and future conditions.
- c. A traffic Alternatives Analyses will be conducted which will include evaluation of traffic operations and lane configurations along the Western Avenue corridor, safety enhancements, installation of bike lanes, and improvements to pedestrian facilities.

4. Functional Design Report

- a. In accordance with MassDOT submission requirements a Functional Design Report (Safety and Design Report) will be prepared. This Scope of Services assumes that the CONSULTANT will update the abbreviated Functional Design Report previously prepared which shall include updated traffic data related to traffic volumes, crash occurrence, turning movements, existing alignment and roadway geometry and other pertinent information in order to comply with the latest MassDOT requirements and to arrive at appropriate design recommendations.

- b. The Functional Design Report will include a summary of the alternatives analysis and traffic analysis including an evaluation of all alternatives considered for advancement, and the selection of a recommended alternative.

5. Concept Design

- a. Based upon the results of traffic analysis, as well as the recommendations identified in the Roadway Safety Audit, concept design alternatives will be developed for the Western Avenue corridor. As topographic survey and base plan preparation are not anticipated in this phase of the project. Concept alternatives will be prepared on the latest available aerial mapping. Alternative improvements will include, but not be limited to, traffic and safety improvements, intersection geometric modifications and reconstruction, traffic signal modifications and optimization, ADA curb ramps and appurtenances, pedestrian and bicycle accommodations, transit facility enhancements, and streetscape amenities.

6. Order of Magnitude Cost Estimating

- a. A preliminary construction cost estimate will be prepared as based on prevailing prices established by the MassDOT and recently advertised and awarded projects completed by the CITY.

B. Public Outreach

1. Presentation Materials

- a. The CONSULTANT will develop color rendered concept plans which identify and illustrate the intent of the proposed alternative improvements. Plan may include aerial views, roll plans, perspective typical sections, and other graphics and plans suitable for public viewing.
- b. Presentations will be developed in which the project purpose and need, project goals and intent, schedule and timeframes, and next steps are presented.

2. Meetings and Workshops

- a. The CONSULTANT will attend up to three (3) public workshops to present existing conditions, obtain public input on the needs of the project corridor, and present preliminary design alternatives. Alternatives will be refined, and a preferred alternative selected based on feedback received at the public workshops.

The estimated fee for the above Scope of Services is \$200,000.00 as follows

- Traffic Analysis and Functional Design Report - \$ 30,000
- Conceptual Design Development - \$150,000
- Public Outreach - \$ 20,000



19

COMMUNITY MITIGATION FUND

APPENDIX D

2019 Transportation Planning Grant Application

BD-19-1068-1068C-1068L-33629

Please complete the entire application.

Check if a joint application

	City of Medford
1.	NAME OF MUNICIPALITY(IES)/GOVERNMENT ENTITY(IES)/DISTRICT(S)
2.	DEPARTMENT RECEIVING FUNDS
3.	LEAD APPLICANT - NAME AND TITLE OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)
4.	ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)
5.	PHONE # AND EMAIL ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)
6.	NAME AND CONTACT INFORMATION OF JOINT APPLICANTS - MUNICIPALITIES /GOVERNMENT ENTITIES/DISTRICTS
7.	NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)
8.	ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)
9.	PHONE #, EMAIL, AND ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)
10.	NAME OF GAMING LICENSEE

1. IMPACT DESCRIPTION

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

The proposed construction of Encore Boston Harbor has transportation impacts that have been well-documented in the Environmental Review process. The Secretary of EEA has determined that mitigation is required to offset impacts of this project. Transportation impacts are anticipated to be the most negative impacts of this project on surrounding communities, especially in Medford. Identified impacts include the deterioration of roadway level of service and road capacity. Pedestrian, bicycle, water and public transportation improvements are needed to meet Encore's goals to reduce reliance on vehicular travel and encourage alternative modes of transportation.

2. PROPOSED USE OF TRANSPORTATION PLANNING FUND

This grant will advance a key active transportation project that connects local residents/employees to the Encore Resort via waterfront paths along the Mystic and Malden Rivers. A pedestrian and bicycle underpass at Route 28 was proposed and studied in 2005 as part of the Stations' Landing and Wellington T Station development in Medford. See Figure 1 (Medford_Fig1and2.pdf) for the initial concept design. Continuing the design process will move this project towards implementation. Deliverables include: design and construction documents and permitting. Stakeholders include: City of Medford, DCR, MassDOT, Mystic River Watershed Association (MyRWA) and National Development.

This underpass will mirror the underpass on the Somerville side of the river that currently connects multi-use paths in Somerville with Assembly Row. This underpass will connect multiuse paths in Medford to Station Landing and the Wellington T Station. Encore will be running employee shuttles from Station Landing to the facility, and this would allow employees to safely access these shuttles without having to navigate Wellington Circle or cross Route 28 either on foot or by bicycle. Alternatively, they could choose to continue on the existing and in-process, multi-use path network all the way to the Encore Facility in Everett. See Figure 2 (Medford_Fig1and2.pdf) for a regional overview. At the time of this grants submittal, the portion of the path between this underpass and Encore labeled as "Wellington Greenway" will be heard by the Medford Conservation Commission shortly.

From a regional transportation perspective, this project will close a gap in the Mystic River Greenway Plan, providing a safe, off-road connection for people commuting on transit, on foot and on bicycle. In addition to helping to mitigate the traffic impacts of the casino, it will also help mitigate the impacts of the increasing number of jobs and residents across the river in Assembly Row in Somerville and the growing number of jobs at Station Landing in Medford. Several hotels at Station Landing, one newly built and two in design, are attributable to the construction of Encore Boston Harbor. Figure 2 shows the two growing employments hubs on the river and the active transportation projects that are in design and construction in the vicinity. This project will connect into this network of shared-use paths.

3. PROPOSED MITIGATION (Please attach additional sheets/supplemental materials if necessary.)**a) Please identify the amount of funding requested.**

\$200,000

b) Please identify below the manner in which the funds are proposed to be used.

\$12,750 will be used for MyRWA for project management, community/stakeholder engagement and reporting. The remaining \$187,250 will be used for a design and engineering consultant to produce design and construction documents and carry out permitting.

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 mitigating the impact from the construction of a proposed gaming establishment.

See attached Medford_Scope_Quote.pdf which is a scope and cost estimate from Copley Wolff, the designers of the boardwalk underpass at the other side of the Route 28 bridge in Somerville.

d) Please describe how the mitigation request will address the specific impact indicated.

These funds will be used to design a multi-use boardwalk under the Route 28 bridge. The bridge is owned by MassDOT and the land the boardwalk will connect to is owned by MassDOT and DCR and immediately connects on the east side of the bridge to a path network on property owned by National Development commonly known as "Station Landing". This will facilitate employees and potentially locally-based guests of Encore to safely cross Route 28 and avoid navigating Wellington Circle on foot and bicycle, making it more feasible for employees to mode-switch and bicycle rather than drive to the facility. Additionally, the added traffic due to the casino will make Route 28 more hazardous to cross for pedestrians and bicyclists. This underpass will allow people to cross this major road without having to activate a pedestrian crosswalk.

4. 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.

Encore Boston Harbor has stated that it will incentivize employees to bicycle to its facility as part of its transportation mitigation plan. Many studies have shown that when there are protected or separated bicycle lanes, or separate multi-use paths, it strongly increases a mode-shift for commuters from single use vehicles to bicycles. Relevant to this specific project is the effect that this underpass will have on reducing conflicts between pedestrians/cyclists and cars in Wellington Circle, the closest Medford traffic intersection to the casino. This off-road route will allow people on bike and foot to avoid Wellington Circle and better utilize the paths in Macdonald Park and Wellington Greenway.

5. IMPACT CONTROLS/ADMINISTRATION OF IMPACT FUNDS

Please provide detail regarding the controls that will be used to ensure that funds will only be used to plan to address the specific 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.

All funds will be dispersed in compliance with public procurement requirements. It is anticipated that the City will contract with the non-profit organization, Mystic River Watershed Association (MyRWA) to manage the project and will utilize one of its on-call engineering firms to execute this project. MyRWA provides regular (at least monthly) updates to the city via email as well as in-person and phone conversations. The engineering firm invoices the city monthly and is in regular contact with the project manager. The City utilizes proper financial controls to prevent misuse.

6. 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.

This project is identified as a desired connection several regional plans including the Metropolitan Area Planning Council (MAPC) regional greenway network, "Landline", the Mystic Greenways Initiative by the Mystic River Watershed Association and on the 2009 Mystic River Master Plan created by the Massachusetts Department of Conservation and Recreation (DCR). In addition, we have consulted directly and specifically about the scope of this grant application with the DCR and the MAPC, both of which have provided attached letters of support.

7. 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.

As this is a Transportation Planning Grant, the city is not providing matching funds, but is providing time from the Director of Energy and Environment to manage this grant and provide municipal oversight. Other municipal departments that may provide in-kind time as needed include Procurement, Legal, Conservation Commission Staff, Transportation Engineer and Mass in Motion Coordinator.

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

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

This transportation planning grant will allow Medford to address issues related to the city's capacity to serve as a "transportation hub" (in Surrounding Host Agreement). "The foregoing will be accomplished through mutually agreed upon promotional materials and improvements (including, without limitation, safety upgrades, improved lighting, fixtures, signage and beautification efforts).

b) Please provide a demonstration that such mitigation measure is not already required to be completed by the licensee pursuant to any regulatory requirements or pursuant to any agreements between such licensee and applicant.

This project is not a part of any scope required to be completed by the licensee or by any Board or Commission in Medford.

c) 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.

Led by MassDOT, the MEPA certificate mandates that this group "assess and development long-term transportation improvements that can support sustainable redevelopment and economic growth in and around Sullivan Square" (page 2 of the MEPA certificate).

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

The impact addressed in this application is the increase in traffic by employees and encouraging them to mode-shift to bicycle by providing protected bicycling facilities and reducing conflicts between bicyclists, pedestrians and motor vehicle traffic by locating the road crossing below-grade.

e) If transportation 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 trip generation totals exceed projected estimates.

N/A

**No Community is eligible for more than one
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.

Stephane M Burtz

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

2/2/19

Date



SMART GROWTH AND REGIONAL COLLABORATION

February 1, 2019

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 Metropolitan Area Planning Council, I am writing in support of the City of **Medford's** application for the Community Mitigation **Fund's** Transportation Planning Grant.

This grant application will move forward a key active transportation project that connects local residents/employees to the Encore Report via waterfront paths along the Mystic and Malden Rivers. A pedestrian and bicycle underpass at Route 28 is an idea that was studied in 2005 as **part of the Stations' Landing and Wellington Station development in Medford. Continuing the design process for will move this project towards implementation.**

From a regional transportation perspective, this project will close a gap in MAPC's LandLine Greenway Network Plan, providing a safe, off-road connection for people on foot and on bicycle. This will also help mitigate the traffic impacts of not only the casino but increasing number of jobs and residents across the river in Assembly Row in Somerville.

We are pleased to support this important active transportation project. Feel free to contact me with any questions at dloutzenheiser@mapc.org. Thank you again for your consideration.

Sincerely,

David Loutzenheiser
Senior Transportation Planner



February 1, 2019

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 Massachusetts Department of Conservation and Recreation (DCR), I am writing in support of the City of Medford's application for the Community Mitigation Fund's Transportation Planning Grant.

The proposed link would provide an important connection along the Mystic River, specifically from DCR's Torbert Macdonald Park to Station Landing under the Route 28, mirroring a similar connection on the other side of the river, as envisioned in the 2009 DCR Mystic River Master Plan.

As the owner of Torbert Macdonald Park, we are pleased to support this important project. Feel free to contact me with any questions, and thank you again for your consideration.

Regards,

Jennifer Norwood
Director of External Affairs and Partnerships
Massachusetts Department of Conservation and Recreation
P: 617-626-1164
E: Jennifer.norwood@mass.gov

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation

251 Causeway Street, Suite 600

Boston MA 02114-2119

617-626-1250 617-626-1351 Fax

www.mass.gov/orgs/department-of-conservation-recreation



Charles D. Baker

Governor

Karyn E. Polito

Matthew A. Beaton, Secretary, Executive
Office of Energy & Environmental Affairs

Leo Roy, Commissioner
Department of Conservation & Recreation

Highway 28 Pedestrian Underpass
Medford, Massachusetts

1/30/2019

Preliminary Scope for Landscape Architectural Services

This fee proposal is for design services for a pedestrian underpass on the north bank of the Mystic River beneath Highway 28. The underpass will provide an accessible pedestrian connection from Torbert MacDonald Park west of the highway to the open space at Station Landing east of the highway. A preliminary limit of this scope is shown in an attachment. Design services will include a conceptual phase, design development, and construction drawings. Construction administration services are not included in this proposal. "Team" refers to Copley Wolff Landscape Architecture and other engineering and design consultants, including but not limited to civil, environmental, and geotechnical, and marine engineers. "Stakeholders" refers to the City of Medford, National Development, Medford Conservation Commission, Mystic River Watershed Association, Department of Conservation and Recreation, and any other owners and stakeholders identified throughout the course of the project. Attending and preparing presentations for public meetings are not included in this proposal and will be considered an additional service as needed.

I. CONCEPT DEVELOPMENT	Principal	Landscape Architect
<i>Gather, review and analyze existing information; develop plan alternatives</i>		
Conduct site visit and photodocument site conditions	4	8
Compile data gathered into overall site analysis/feasibility diagram	1	8
Develop connectivity diagram	1	4
Produce concept alternatives based on feasibility analysis (up to 3)	6	21
Project management	8	
Allow (2) meetings with Owner and Stakeholders to review concept alternatives	4	4
Identify and refine a preferred alternative based on input from Stakeholders	2	10
Prepare perspective sketches of preferred alternative	4	20
Draft cost estimate (order-of-magnitude) for preferred alternative	2	6
Meeting to review preferred alternative, sketches, and costs with Stakeholders	2	2
SUBTOTAL HOURS	34	83
HOURLY RATE	\$205	\$110
SUBTOTAL FEE	\$6,970	\$9,130
FEE FOR PHASE	\$16,100	

II. DESIGN DEVELOPMENT	Principal	Landscape Architect
<i>Refine preferred alternative and coordinate with Team</i>		
Develop preliminary drawings:		
Landscape materials and planting plan	2	12
Working site sections and details	2	24
Grading plan (with Team)	2	24
Planting Plan	2	8
Prepare draft specifications	8	4
Project management	8	
Coordination with Team	16	16
Meet with Owner and Stakeholders to review preliminary drawings	4	4
Revise drawings based on input from Stakeholders	2	12
Revise cost estimate (order-of-magnitude) for preliminary drawings	2	6
SUBTOTAL HOURS	48	110
HOURLY RATE	\$205	\$110
SUBTOTAL FEE	\$9,840	\$12,100
FEE FOR PHASE	\$21,940	

Landscape Architects & Planners



III. CONSTRUCTION DRAWINGS	Principal	Landscape Architect
<i>Document refined design for bid and award and coordinate with Team</i>		
Develop drawings for construction:		
Landscape materials plan	2	16
Landscape layout plan	2	16
Site sections and details	6	24
Grading plan (with Team)	6	24
Planting Plan	4	16
Develop specifications	12	16
Project management	8	
Coordination with Team	16	24
Revise drawings and specifications based on input from Stakeholders	2	16
	SUBTOTAL HOURS	58
	HOURLY RATE	\$205
	SUBTOTAL FEE	\$11,890
	FEE FOR PHASE	\$28,610

IV. ENGINEERING SERVICES, BY OTHERS	
<i>To be performed concurrently with landscape architectural services</i>	
Survey, including wetlands delineation	\$15,000
Engineering Services (Civil, Environmental, Geotechnical, and Marine)	\$100,000
	FEE FOR ENGINEERING SERVICES \$115,000

I. CONCEPT DEVELOPMENT	\$16,100
II. DESIGN DEVELOPMENT	\$21,940
III. CONSTRUCTION DRAWINGS	\$28,610
IV. ENGINEERING SERVICES, BY OTHERS	\$115,000
TOTAL COST OF DESIGN + ENGINEERING SERVICES	\$181,650

V. REIMBURSABLE EXPENSES	
<i>ESTIMATED ALLOWANCE</i>	
Cost Estimator	\$5,000
Printing	\$500
Travel Expenses	\$100
	ESTIMATED EXPENSE ALLOWANCE \$5,600

GRAND TOTAL \$187,250

WORK NOT INCLUDED:

- Community Engagement
- Additional Meetings (meetings are as specified above)
- Public Hearings
- Historic Commission Engagement
- Physical or Virtual Models
- Traffic Engineering Services



Highway 28 Pedestrian Underpass

Approximate preliminary project boundary



4 ACRES

TORBERT
MACDONALD
PARK

STATIONS
LANDING

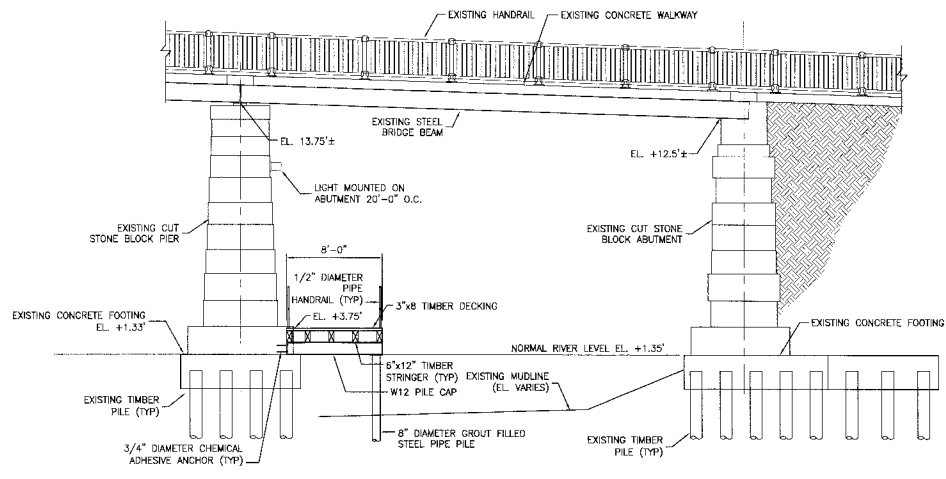
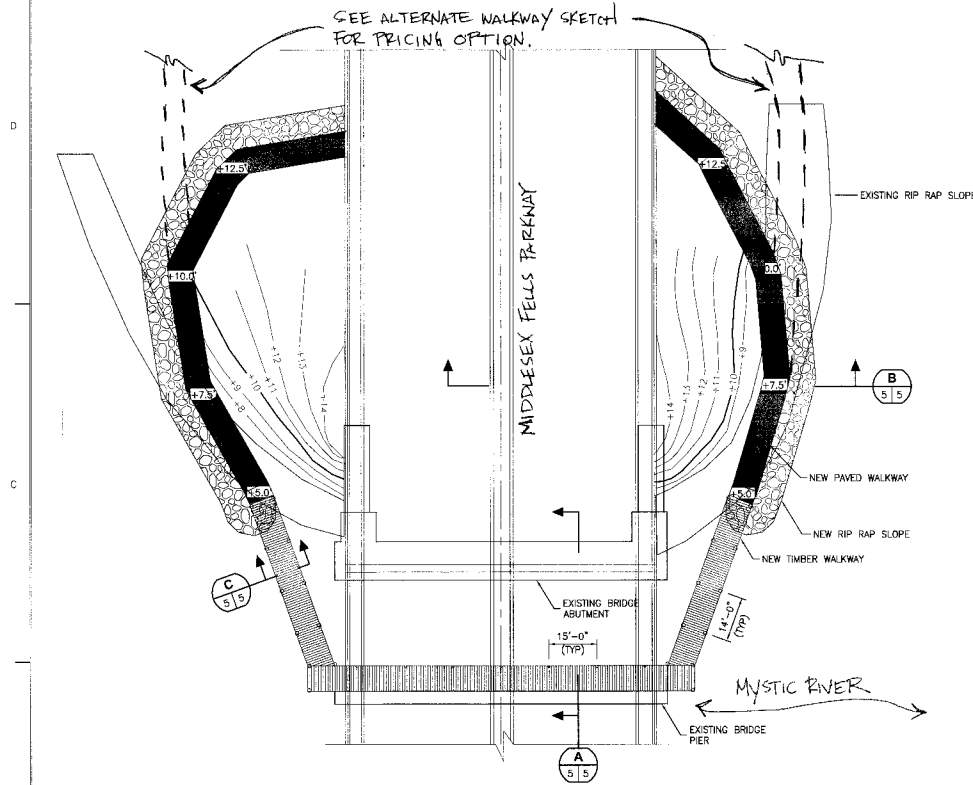
MYSTIC RIVER

500 ft

Google Earth

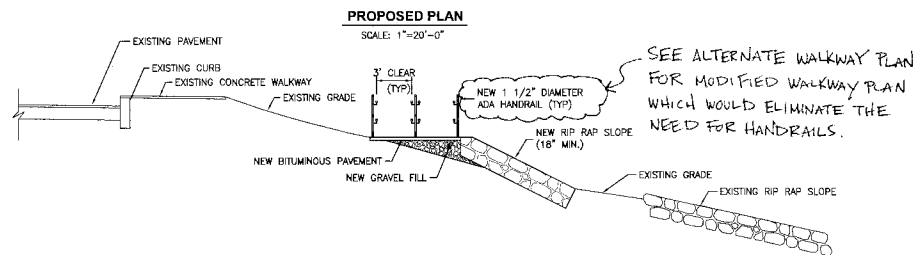
© 2018 Google

FIGURE 1



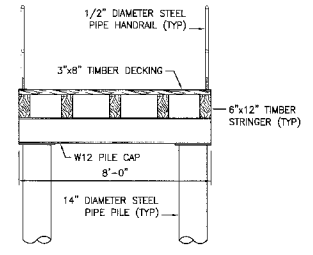
A SECTION
SCALE: 3/16"=1'-0"

- NOTES:**
1. CLEAR & GRUB SLOPED AREA AS NECESSARY.
 2. RAMP SYSTEM TO COMPLY WITH ADA REGULATIONS.
 3. ALL ELEVATIONS ARE BASED ON NGVD DATUM.
 4. ALL CONCRETE SHALL BE 4000PSI STRENGTH.



B SECTION
SCALE: 3/16"=1'-0"

SEE ALTERNATE WALKWAY PLAN FOR MODIFIED WALKWAY PLAN WHICH WOULD ELIMINATE THE NEED FOR HANDRAILS.



C SECTION
SCALE: 3/8"=1'-0"

PRICING NOTES:

- 1) PLEASE BREAK-OUT COSTS FOR ALL "LANDSIDE" WORK (GRADING, SIDEWALKS ETC...) SEPARATE FROM "MARINE" WORK (PILES, TIMBER WALKS, ETC...)
- 2) PROVIDE ALTERNATE PRICE FOR ALTERNATE WALKWAY LOCATION PER VHS SKETCH DATED 11-10-05.

CHILDS ENGINEERING CORPORATION
 BOX 333, MIDDLEFIELD, MASSACHUSETTS 02042 U.S.A.
 Phone: (508) 309-8840 Fax: (508) 338-2751
 E-mail: mch@childsend.com

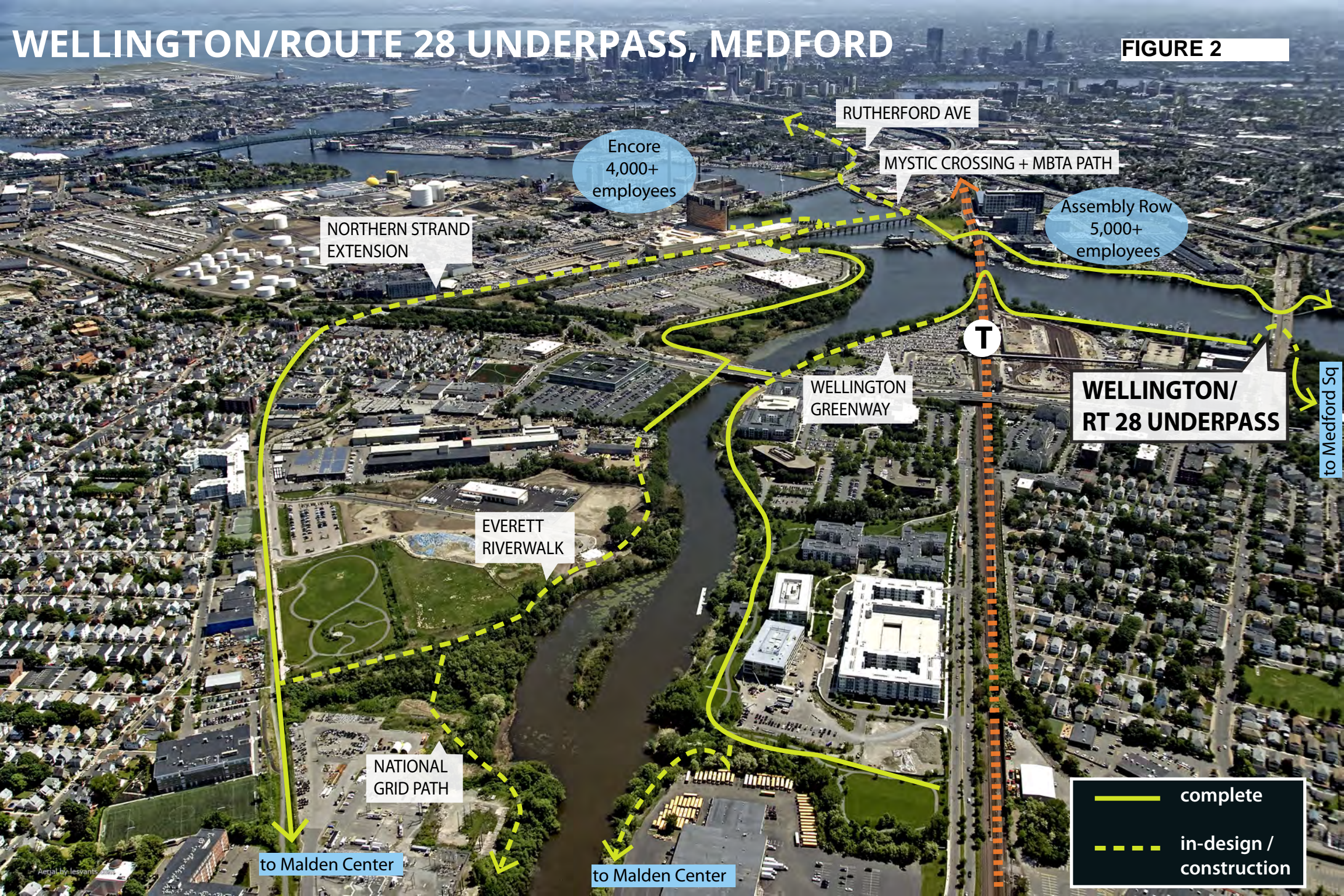
PROJECT NO. 172303-05
 DATE: 1/20/05
 DRAWN BY: DLP
 CHECKED BY: TED
 SCALE: 1"=6'-11"

MYSTIC RIVER UNDER BRIDGE WALKWAY
 NATIONAL DEVELOPMENT
 MIDDLEFIELD, MA
 PROPOSED WALKWAY
 PLAN SECTIONS
 OPTION NO. 5

Sheet reference number:
S-005
 5 of 7

WELLINGTON/ROUTE 28 UNDERPASS, MEDFORD

FIGURE 2



Encore
4,000+
employees

NORTHERN STRAND
EXTENSION

RUTHERFORD AVE

MYSTIC CROSSING + MBTA PATH

Assembly Row
5,000+
employees

T

WELLINGTON
GREENWAY

WELLINGTON/
RT 28 UNDERPASS

to Medford Sq

EVERETT
RIVERWALK

NATIONAL
GRID PATH

to Malden Center

to Malden Center

— complete
- - - in-design /
construction



19

COMMUNITY MITIGATION FUND

APPENDIX D

2019 Transportation Planning Grant Application

BD-19-1068-1068C-1068L-33629

Please complete the entire application.

Check if a joint application

1. NAME OF MUNICIPALITY(IES)/GOVERNMENT ENTITY(IES)/DISTRICT(s)

City of Revere & Town of Saugus

2. DEPARTMENT RECEIVING FUNDS

Department of Strategic Planning and Economic Development

3. LEAD APPLICANT - NAME AND TITLE OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)

Robert O'Brien Director of Strategic Planning and Economic Development

4. ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)

Department of Strategic Planning and Economic Development
City Hall
281 Broadway
Revere, MA 02151

5. PHONE # AND EMAIL ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)

781-286-8184

robrien@revere.org

6. NAME AND CONTACT INFORMATION OF JOINT APPLICANTS - MUNICIPALITIES /GOVERNMENT ENTITIES/DISTRICTS

<u>City of Revere</u>	<u>Town of Saugus</u>
<u>281 Broadway</u>	<u>298 Central Street</u>
<u>Revere, MA 02151</u>	<u>Saugus, MA 01906</u>
<u>781-286-8111</u>	<u>781-231-4111</u>

7. NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)

Mayor Brian Arrigo: 781-286-8111 barrigo@revere.org
Town Manager Scott Crabtree: 781-231-4111 scrabtree@saugus-ma.gov

8. ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF

2019 TRANSPORTATION PLANNING GRANT APPLICATION

BD-19-1068-1068C-1068L-33629

Page 2

MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)

Mayor Brian Arrigo
City of Revere, MA
281 Broadway
Revere, MA 02151

Town Manager Scott Crabtree
Town of Saugus
298 Central Street
Saugus, MA 01906

9. **PHONE #, EMAIL, AND ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)**

Mayor Brian Arrigo
City of Revere, MA
281 Broadway
Revere, MA 02151

Town Manager Scott Crabtree
Town of Saugus
298 Central Street
Saugus, MA 01906

1
0. **NAME OF GAMING LICENSEE**

Encore Boston Harbor (Everett)

1. IMPACT DESCRIPTION

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

In 2018, the Massachusetts Gaming Commission awarded a joint Transportation Planning grant of \$425,000 to the Town of Saugus and the City of Revere. This grant fund was intended to fund for one year, a transportation planning specialist and to begin the process of preliminary design of certain smaller components of the Route 1 Improvement Project. The communities were unable to find a qualified party for this position and with the approval of MGC instead engaged a consultant traffic engineer to undertake the effort. BETA of Norwood, MA has been engaged by the communities and has been working on this effort for several months. This firm is focused on achievable transportation improvement projects that are intended to mitigate anticipated traffic increases generated by the Encore Boston Harbor Casino in Everett on the Route 1 – Route 99 corridor as well as along Routes 1A, 107 and 16. The City of Revere and the Town of Saugus are applying for an additional 2019 Joint Transportation Planning Grant from the MassGaming Commission (MGC) to continue this initiative and to advance certain achievable elements of long planned improvements to the Route 1 project and other elements of their transportation network impacted by the operation of the Encore Boston Harbor Casino. The communities seek \$425,000 for this purpose.

The City of Revere and the Town of Saugus have long been plagued by the woeful inadequacy of outmoded old Route 1. The highway is subject to ever increasing traffic volumes and virtual gridlock during attenuated morning and evening rush hours. A number of Route 1 interchanges have very high accident rates because of this increased traffic. The City and the Town believe the Wynn Casino will bring substantial volumes of new traffic onto the Route 1-Route 99 corridor.

Saugus believes that to a lesser but still significant degree, some casino generated traffic may bypass lower Route 1 exiting the highway onto Walnut Street-Central Street or Main Street-Center Street and on to Winter Street then Ballard Street and then Route 107 as an alternative way to access route 16 towards Everett.

Revere will be negatively impacted by traffic heading to Route 16 west from Route 1 south and some northeast originated traffic will choose to follow route 107 through the heart of the city to access route 16 west. And of course, Revere will undoubtedly see an increase of traffic along already overtaxed route 1A as residents of North Shore coastal communities use that route to connect to route 16 and the Wynn Casino.

The City and the Town hope to work together and enlist the support of other nearby impacted communities, so as to affect key roadway improvements along these arterials that will help alleviate existing traffic and offset anticipated traffic problems resulting from increased volume attributable to the new casino.

--

2. PROPOSED USE OF TRANSPORTATION PLANNING FUND

The previous grant of \$150,000 has been used to focus primarily on the Route 1 Project and enable the consultant team to become more acquainted with its history and related documents such as the submitted EIR/EA and the Secretary's decision/findings. A strategic outreach program to solidify project goals, and then update the Route 1 Project's Transportation Improvement Program (TIP) status is being crafted. The review of Route 1 project plans and materials primary focus on the transportation aspects and justifications for the project (capacity issues, collision issues, access issues, overall deficiencies of the current facility). The review of past positions on land use, environmental resources and constraints, and potential regulatory issues were included.

The follow-up grant of \$275,000 is being used to collect current traffic data and crash data at key locations, review/assess the corridor's geometry/right of way, establish a Vissim traffic model for the project corridor (Route 1 between Route 60 and Route 99), assess current traffic operations, update conceptual designs to depict recommendations for improvements and to develop related budgetary estimates of probable construction cost for planning purposes.

It is anticipated that improvements will need to be made incrementally given that previous efforts suggest that likely Route 1 improvements would cost in excess of \$175 million as estimated based on a concept developed over 6 years ago. Also the implications of current (and available right of way) will be a large factor. However, the need for the implementation of some improvement measures in the near term is heightened by the Encore Boston Harbor Casino; and therefore, an incremental approach will be followed.

The requested grant will continue this effort to the next logical stage; to get the Route 1 project begun by completing preliminary design for the Route 1 – Route 99 interchange, and working to get the project in the TIP and in line for funding in the nearer term.

3. PROPOSED MITIGATION (Please attach additional sheets/supplemental materials if necessary.)

a) Please identify the amount of funding requested.

\$425,000

b) Please identify below the manner in which the funds are proposed to be used.

The 2019 Transportation Planning Grant will be used to build on the pursuit and development of transportation road network improvements along the Route 1 project corridor and related elements including additional deficient roadway and intersection locations identified as part of the VISSIM analysis. The central project is the Route 1 and Route 99 interchange. The funds will be used to create a preliminary design for improvement of this critical arterial interchange and to advance the project by working to include it in the state transportation Improvement Plan.

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 mitigating the impact from the construction of a proposed gaming establishment.

BETA has advised the communities that this approach will involve the following steps:

1. Identity and assess improvements to the Route 1 corridor based on the assessment of existing operations developed by previous grant efforts. This will be done using the established Vissim model. (Future Full Build for Route 1 Improvement program)
2. For funding purposes, from the overall Route 1 Program, identify more manageable / fundable individual "standalone" project elements from the overall program between Revere and Saugus. Currently, the following is of primary importance
 - a. Pursue preliminary design for the intersection of Route 1 and Route 99 by evaluating the addition of new northbound lanes and a bridge over the Route 99 ramp to Route 1. The Route 99 ramp would enter Route 1 from the right travel lane instead of the high speed lanes as currently configured.
 - b. Further preliminary design for the addition of a travel lane in each direction for a consistent six-lane facility on Route 1 within the project limits.
3. Evaluate "standalone" projects using the Vissim model to assess benefits along with other considerations such as geometric conditions and right of way constraints. Up to 10 Vissim runs are anticipated to assess projects, individually and in various combinations.
4. Select preferred alternative for this project. Advance/revise existing Route 1 conceptual plans for this location to a higher level of completeness to depict proposed improvements.
5. Update budgetary construction costs for each project.
6. Prepare summary report describing the nature of the project along with estimated costs,

right of way impacts, regulatory/environmental issues and constraints and other such issues.

7. Prepare project funding applications MassDOT for both projects.

d) Please describe how the mitigation request will address the specific impact indicated.

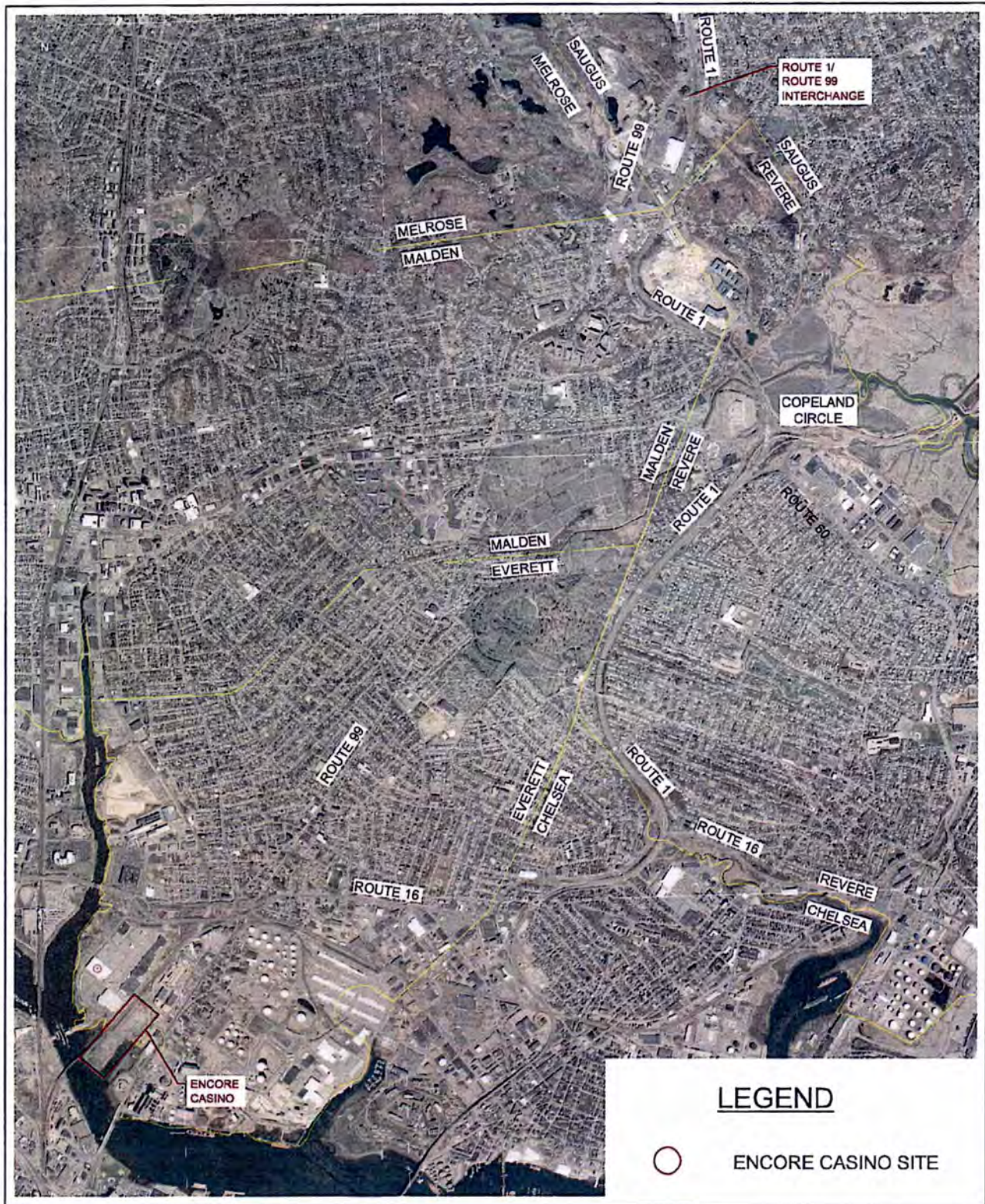
As described in 3) b and c above, a 2019 Joint Transportation Planning Grant will provide the two communities with the means to focus on achievable transportation improvement projects that are intended to mitigate anticipated traffic increases on the Route 1 – Route 99 corridor generated by the Encore Casino. The anticipated end result is a preliminary traffic improvement project that can reasonably be funded in the nearer term within the state Transportation Improvement Plan, and then constructed to better enable this key corridor to handle increased traffic projected for patrons of the Encore Casino.

4. 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 Town of Saugus and the City of Revere will use \$275,000 of the requested funds solely to address through the preliminary design phase, traffic issues and impacts directly related to anticipated traffic volume increases from the opening of the Encore Boston Harbor Casino in Everett in 2019. These will focus on the critical Route 1 – Route 99 interchange and corridor. The \$150,000 remainder of the joint request will be used to continue to fund the Revere-Saugus contracted Joint Transportation Planning firm engaged to advance needed casino related traffic improvements through the regional transportation planning and funding processes.

It is anticipated that improvements will need to be made incrementally given that previous efforts suggest that likely Route 1 improvements would cost in excess of \$175 million as estimated based on a concept developed over 6 years ago. The implications of current (and available right of way) will be a large factor. However, the need for the implementation of some improvement measures in the near term is heightened by the Encore Boston Harbor Casino; and therefore, an incremental approach will be followed.





Route 1 & Route 99 Interchange

Saugus, MA
Scale: 1" = 300'

5. IMPACT CONTROLS/ADMINISTRATION OF IMPACT FUNDS

Please provide detail regarding the controls that will be used to ensure that funds will only be used to plan to address the specific 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 Revere will again act as Administrative agent for this additional joint transportation planning effort with the Town of Saugus. The sole purpose of this joint transportation planning effort is aimed at mitigation of specific local/regional traffic impacts that will come from the opening of the Wynn Casino in the second half of 2019. The City of Revere will adhere to all applicable state and local procurement policies and administrative/fiscal controls. No non-governmental entities will receive any of these funds directly or indirectly.

6. 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 of Revere and the Town of Saugus have been in communication with the Metropolitan Area Planning Council regarding the goals and approaches to this joint transportation planning effort.

Additionally, Saugus and Revere have frequently consulted with the Cities of Malden and Chelsea as to the prospect of greater collaboration with them, and perhaps more surrounding communities, to advance regional transportation planning efforts on a number of fronts, but most specifically on mitigation of casino related traffic impacts.

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7. 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.

As with the case of the 2017/2018 Joint Transportation Planning Grants, both the City of Revere and Town of Saugus will provide significant in-kind services to support this initiative. This includes the provision of office space and supplies; administrative and fiscal support services. Of course the Mayor and Town Manager will make significant contributions in terms of public policy and guidance of the effort. Additionally, the effort will require substantive interrelationship with not only line planning personnel, but other municipal experts in the public safety, traffic, public works and engineering departments of both communities.

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

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

As neither Revere nor Saugus has been recognized as a Surrounding Community to the Encore Casino, the grant is sought in order to provide the means for these communities to continue jointly and cooperatively, to pursue measures to mitigate anticipated casino traffic impacts. In the process, some negative conditions that pre-date the casino may be alleviated

b) Please provide a demonstration that such mitigation measure is not already required to be completed by the licensee pursuant to any regulatory requirements or pursuant to any agreements between such licensee and applicant.

N/A

c) 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.
N/A

d) Please explain how this transportation impact was either anticipated or not anticipated in that Agreement or such MEPA decision.
N/A

e) If transportation 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 trip generation totals exceed projected estimates.
<p>The Encore Boston Harbor Casino project will include 2,914 parking spaces on-site and 800 parking spaces off-site for employees. The project is projected to generate the following daily and peak hour vehicle trips:</p> <ul style="list-style-type: none">• Friday Daily = 36,846• Friday Daily Net New: 20, 130• Friday PM Peak Hour Net New: 1,358• Saturday Daily = 43,930• Saturday Daily Net New = 23,982• Saturday Peak Hour Net New: 1,810 <p>The Route 1/Route 99 interchange is located to the northeast in Saugus, less than 5 miles from the casino site. The weekday average daily traffic near the interchange is over 120,000 vehicles on Route 1 and almost 27,000 vehicles on Route 99. The interchange is noted regionally as experiencing mobility and safety issues (Long Range Transportation Plan of Boston MPO, July 2015). The casino is expected to increase traffic through the Route 1/Route 99 interchange. If the Transportation Demand Management (TDM) program proposed as part of the proposed project underperforms and does not meet estimates, the traffic impact to this critical interchange may increase significantly.</p>

No Community is eligible for more than one
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.

Brian Arrigo, Mayor of Revere



1.29.19

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

Date

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.

Scott Crabtree, Saugus Town Manager



1-30-19

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

Date



19

COMMUNITY
MITIGATION
FUND

APPENDIX D

2019 Transportation Planning Grant Application
BD-19-1068-1068C-1068L-33629

Please complete the entire application.

ck if a joint application

West Springfield	
1.	NAME OF MUNICIPALITY(IES)/GOVERNMENT ENTITY(IES)/DISTRICT(s)
Mayor's Office	
2.	DEPARTMENT RECEIVING FUNDS
Sharon Wilcox, Chief Financial Officer and Town Accountant	
3.	LEAD APPLICANT - NAME AND TITLE OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)
26 Central Street, West Springfield, MA 01089	
4.	ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)
(413) 263-3025 swilcox@townofwestspringfield.org	
5.	PHONE # AND EMAIL ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS (CONTRACT MANAGER)
Not Applicable	
6.	NAME AND CONTACT INFORMATION OF JOINT APPLICANTS - MUNICIPALITIES /GOVERNMENT ENTITIES/DISTRICTS
William Reichelt, Mayor	
7.	NAME AND TITLE OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)
26 Central Street, West Springfield, MA 01089	
8.	ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)
(413) 263-3041 wreichelt@townofwestspringfield.org	
9.	PHONE #, EMAIL, AND ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)
MGM Springfield	
10.	NAME OF GAMING LICENSEE

1. IMPACT DESCRIPTION

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

The transportation impacts attributed to the operation of the gaming facility is increased bicycle and pedestrian activity. As part of the MEPA finding, Transportation Demand Management strategies were implemented at and in the vicinity of the casino that will support bicycle and pedestrian modes of transportation. A very robust network of bicycle and pedestrian enhancements were implemented at and surrounding the Casino last year prior to the opening. This project will provide a means to support these modes of transportation, enhance their visibility and usage with an emphasis on bicycling. Funds from this grant will be used for the Town's contribution and entrance into the Pioneer Valley Bike Share Program. It will enhance the 9 bicycle station within the MGM resort and numerous stations in the immediate area of the resort.

This type of project will support Complete Streets efforts in the Town of West Springfield, City of Springfield as well as other parts of the Pioneer Valley Region. This type of mitigation measure is relatively new (started in 2018). Therefore, this was an unforeseen transportation measure that the Town wasn't able to plan for during the MEPA process. This project will support achieving bicycle/pedestrian mode share targets identified in the MEPA certificate.

2. PROPOSED USE OF TRANSPORTATION PLANNING FUND

The Town of West Springfield will utilize the funding for planning, design/build and entrance into the ValleyBike Share Program. The existing ValleyBike Share network consists of 5 communities and the University of Massachusetts. The City of Springfield is part of the system with numerous stations in the City as well as one at the MGM Casino Resort. There will be a 9 community (one of which is West Springfield) project proposal for expansion of the ValleyBike Share network this year. The project will be requesting the use of Congestion Mitigation and Air Quality (CMAQ) funds to cover the majority of the project costs. The current intent is to have the project in the FFY 2020-2024 TIP. Funds from the CMAQ program are what were used for its startup. West Springfield would have two bicycle stations as part of the TIP project. The community participation (match) will be the bicycle station pads and electrical services. There are currently two stations per community as part of the CMAQ project. The Town's contribution to project is the planning, design/build of the bicycle station platforms and associated electric service for the bicycles, docking stations and kiosk. Funds would be used for the design/build of these stations so they are in place for when the CMAQ project begins. In addition to this the Town would like to add a third station to supplement the two. Funds would also be used for the planning, design/build of the station as well as the purchase of the bicycles, charging stations and kiosk. This third station would be implemented during or prior to the CMAQ project. All stations will be sited on municipal property.

3. PROPOSED MITIGATION (Please attach additional sheets/supplemental materials if necessary.)

a) Please identify the amount of funding requested.

The total amount of funding requested is \$83,400.00 The breakdown of this is as follows:

Location 1 – Concrete Pad and Electrical \$ 4,900.00

Location 2 – Concrete Pad and Electrical Charging Station,
Kiosk , Bicycles And Misc. \$ 73,000.00

Location 3 – Concrete Pad, Electrical, \$ 5,500.00

Attached in Appendix A are the detailed cost estimate breakdowns.

b) Please identify below the manner in which the funds are proposed to be used.

The funds will be used to plan design/build three bicycle station pads and install electrical service to them to support the ValleyBike Share system. This will be done by private vendors hired by the Town or a combination of private contractors and municipal staff. Hardware and bicycles will be purchased for station 2 from a vendor that supplies hardware and bicycles for the regional system. Stations 1 and 3 will be the municipal contribution to the BikeShare Expansion proposal for the use of CMAQ funding. Station 2 will be done independent of the CMAQ proposal.

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 mitigating the impact from the construction of a proposed gaming establishment.

Appendix B is a letter dated January 31, 2019 from Mayor William C. Reichelt to the Pioneer Valley Metropolitan Planning Organization (MPO) supporting and committing to the Bike Share project. Appendix A is an estimated cost breakdown of how the funds will be used.

d) Please describe how the mitigation request will address the specific impact indicated.

This project will support the Transportation Demand Management measures implemented by the development for bicycle modes of travel. The electric assisted bicycles will open up a transportation option to a large population that may not have access to bicycles. These stations are sited within an environmental justice area. There is a population of approximately 2,200 people within a quarter mile and 5,000 people within a half mile of the stations. There are extensive sidewalk networks for these people to walk from their residence to the bicycles.

The travel routes between the MGM Casino BikeShare stations and these proposed stations ranges from 1.1 to 2.5 miles. These short distances are ideal for the use of these bicycles. Appendix C is a map depicting the proposed locations and potential travel routes to/from the casino for patrons and employees. Appendix D contains excerpts from the transportation mitigation plans for the casino development as well as pictures of the improvements in place. These bicycles will have the opportunity to utilize this new infrastructure and reduce the vehicular traffic on the roadway. It is anticipated that the visibility of these bicycles being used will help encourage other people to try and utilize this mode of transportation as well as the new infrastructure surrounding the casino.

4. 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.

As noted in Section 3 d), the proposed bicycle stations are between 1.1 to 2.5 miles from the Casino. These bicycles will be able to utilize the roadway improvements installed by the casino development and have a direct connection to the ValleyBike Share Station in the courtyard of the MGM casino. Station 1 will be located on Park Street at the westerly limit of a new complete streets design utilizing funds from the 2018 Community Mitigation Program. This project will improve the roadway infrastructure on one of the primary travel routes to/from the casino. Station 3 will be located on the eastern end of Memorial Avenue which is part of the Memorial Avenue Complete Streets project (State Project # 608374). This project will also improve bicycle connections to/from the MGM casino. Station 2 will be located on Main Street between Park Street and Memorial Avenue. Therefore, both of the previously mentioned designs will support this station as well. Appendix C is a map depicting this.

5. IMPACT CONTROLS/ADMINISTRATION OF IMPACT FUNDS

Please provide detail regarding the controls that will be used to ensure that funds will only be used to plan to address the specific 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.

All funds received from this grant will be used exclusively on the ValleyBike Share project described in this application only. When awarded the grant, copies of any contracts, agreements and invoices between the Town and any agencies can be provided to the Gaming Commission as well as a copy of the purchase order documenting the use of the grant and Town funds used on the project. The funds will be retained in a grant account, pursuant to G.L. c.44, section 53A, and could only be expended for the purposes stated herein and in the grant.

6. 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.

Appendix B contains the January 31, 2019 letter to the Pioneer Valley MPO in support of and commitment to the ValleyBike Share system. The Pioneer Valley Planning Commission is a partner of the system.

7. 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 Town of West Springfield is committed to implementing this project. Municipal staff will provide services to assist in the planning, design/build process. Any costs that exceed the requested amounts will be supplemented and paid for by the Town of West Springfield.

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

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

The surrounding community agreement did not include provision for ValleyBike Share since it wasn't a project at the time. ValleyBike Share only recently was funded and began operating in 2018. The two primary travel routes to/from the casino through West Springfield will be utilized by these bicycles. The project supports the bicycle infrastructure system. Appendix F contains relevant excerpts from the Casino Development impact report and MEPA Certificate.

b) Please provide a demonstration that such mitigation measure is not already required to be completed by the licensee pursuant to any regulatory requirements or pursuant to any agreements between such licensee and applicant.

ValleyBike Share recently launched in June of 2018. This program was only funded in recent years after mitigation for the casino was solidified.

c) 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.

See Appendix F contains relevant excerpts from the December 31, 2014, MEPA Certificate.

Pages 14 and 15 Bicycle and Pedestrian Infrastructure.

Page 21 Transportation Demand Management Mode Share Targets (Bicycle and Pedestrian)

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

ValleyBike Share didn't exist at the time of the MEPA decision or when the host agreement was executed. As previously mentioned ValleyBike Share was only recently launched in 2018 and added into the final stages of the casino construction. Therefore, this enhancement to the casino mitigation measures could not have been anticipated years ago.

e) If transportation 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 trip generation totals exceed projected estimates.

This project will support the mitigation measures at and in proximity of the casino. Additional bicycle usage will help the MGM Casino achieve it's mode share targets for bicycle and pedestrian usage. The Town has complete streets mitigation projects under design which will enhance the infrastructure for these bicycles.

**No Community is eligible for more than one
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.

William C. Reichelt, Mayor
(signature page uploaded)

2/1/2019

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

Date

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.

William C. Reichelt, Mayor



2/1/2019

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

Date

APPENDIX – A

COST ESTIMATES

STATION 1

Estimate For Bikeshare (Concrete Pad and Electric Service) at Library on Park Street

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
120.1	Unclassified Excavation	CY	15	\$ 28.00	\$ 420.00
151.03	Gravel Borrow Type C	CY	8	\$ 36.00	\$ 288.00
701.1	Cement Concrete	SY	20	\$ 63.00	\$ 1,260.00
	1" Schedule 80 PVC Conduit	10' lengths	8	\$ 14.50	\$ 116.00
	1" PVC Terminal Adapter	Each	4	\$ 0.33	\$ 1.32
	#12 THHN Back Wire	LF	80	\$ 0.29	\$ 23.20
	#12 THHN White Wire	LF	80	\$ 0.29	\$ 23.20
	#12 THHN Green Wire	LF	80	\$ 0.29	\$ 23.20
	1" PVC 45 Degree Elbow	Each	4	\$ 0.71	\$ 2.84
	Milbank U3499-XI-100 Meter/Main	Each	1	\$ 262.00	\$ 262.00
	ARP00004CH12 HUB	Each	1	\$ 10.18	\$ 10.18
	5/8 X 8 Ground Rod	Each	1	\$ 16.89	\$ 16.89
	Milbank5T8K2 5TH JAW	Each	1	\$ 17.45	\$ 17.45
	Simmans BF120A GFI Breaker	Each	1	\$ 156.78	\$ 156.78
	Labor	HR	8	\$ 112.00	\$ 896.00
				\$	3,517.06
			10% contingency	\$	351.71
			Total	\$	3,868.77
			5% Police	\$	193.44
			Total	\$	4,062.20
			with 20% Mobilization	\$	812.44
				\$	4,874.65
			Rounded	\$	4,900.00

STATION 2

Estimate for Bikeshare (Complete Station) at Merrick Community Center on Main Street

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
120.1	Unclassified Excavation	CY	10	\$ 28.00	\$ 280.00
151.03	Gravel Borrow Type C	CY	8	\$ 36.00	\$ 288.00
701.1	Cement Concrete	SY	20	\$ 63.00	\$ 1,260.00
	1" Schedule 80 PVC Conduit	10' lengths	4	\$ 14.50	\$ 58.00
	1" PVC Terminal Adapter	Each	4	\$ 0.33	\$ 1.32
	#12 THHN Back Wire	LF	40	\$ 0.29	\$ 11.60
	#12 THHN White Wire	LF	40	\$ 0.29	\$ 11.60
	#12 THHN Green Wire	LF	40	\$ 0.29	\$ 11.60
	1" PVC 45 Degree Elbow	Each	4	\$ 0.71	\$ 2.84
	Milbank U3499-XI-100 Meter/Main	Each	1	\$ 262.00	\$ 262.00
	ARP00004CH12 HUB	Each	1	\$ 10.18	\$ 10.18
	5/8 X 8 Ground Rod	Each	1	\$ 16.89	\$ 16.89
	Milbank5T8K2 5TH JAW	Each	1	\$ 17.45	\$ 17.45
	Simmans BF120A GFI Breaker	Each	1	\$ 156.78	\$ 156.78
	Labor	HR	8	\$ 112.00	\$ 896.00
					\$ 3,284.26
				10% contingency	\$ 328.43
				Total	\$ 3,612.69
				5% Police	\$ 180.63
				Total	\$ 3,793.32
				with 20% Mobilization	\$ 758.66
					\$ 4,551.98
				Rounded	\$ 4,600.00
	Electric Assisted Bikes	Each	7	\$ 3,800.00	\$ 26,600.00
	Recharging Docks	Each	10	\$ 525.00	\$ 5,250.00
	Kiosk/Payment Terminal/Wayfinding	Each	1	\$ 12,800.00	\$ 12,800.00
	Wayfinding Advertising Panel	Each	1	\$ 7,600.00	\$ 7,600.00
	Planning	Each	1	\$ 850.00	\$ 850.00
	Installation	LS	1	\$ 2,000.00	\$ 2,000.00
				Total	\$ 59,700.00
				10% cont	\$ 5,970.00
				Total	\$ 65,670.00
	Shipping				\$ 1,250.00
	Spare Parts				\$ 200.00
				Total	\$ 67,120.00
				Rounded	\$ 68,000.00
				Combined Total	\$ 72,600.00
				Rounded	\$ 73,000.00

STATION 3

Estimate for Bikeshare (Concrete Pad and Electric Service) at Memorial Ave

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>COST</u>
120.1	Unclassified Excavation	CY	20	\$ 28.00	\$ 560.00
151.03	Gravel Borrow Type C	CY	8	\$ 36.00	\$ 288.00
701.1	Cement Concrete	SY	20	\$ 63.00	\$ 1,260.00
	1" Schedule 80 PVC Conduit	10' lengths	10	\$ 14.50	\$ 145.00
	1" PVC Terminal Adapter	Each	4	\$ 0.33	\$ 1.32
	#12 THHN Back Wire	LF	100	\$ 0.29	\$ 29.00
	#12 THHN White Wire	LF	100	\$ 0.29	\$ 29.00
	#12 THHN Green Wire	LF	100	\$ 0.29	\$ 29.00
	1" PVC 45 Degree Elbow	Each	4	\$ 0.71	\$ 2.84
	Milbank U3499-XI-100 Meter/Main	Each	1	\$ 262.00	\$ 262.00
	ARP00004CH12 HUB	Each	1	\$ 10.18	\$ 10.18
	5/8 X 8 Ground Rod	Each	1	\$ 16.89	\$ 16.89
	Milbank5T8K2 5TH JAW	Each	1	\$ 17.45	\$ 17.45
	Simmans BF120A GFI Breaker	Each	1	\$ 156.78	\$ 156.78
	Labor	HR	10	\$ 112.00	\$ 1,120.00
					\$ 3,927.46
				10% contingency	\$ 392.75
				Total	\$ 4,320.21
				5% Police	\$ 216.01
				Total	\$ 4,536.22
				with 20% Mobilization	\$ 907.24
					\$ 5,443.46
				Rounded	\$ 5,500.00

APPENDIX – B

MAYOR REICHEL T LETTER

City of West Springfield

26 Central Street, Suite 23
West Springfield, MA 01089-2785



(413) 263-3041
wreichelt@West-Springfield.ma.us

January, 31, 2019

Pioneer Valley Metropolitan
Planning Organization
C/O Pioneer Valley Planning Commission
60 Congress Street
Springfield, MA 01104

William C. Reichelt
Mayor

RE: Letter of Support for Regional CMAQ Proposal for ValleyBike Share Expansion

Dear Members;

I am writing to express the support from the City of West Springfield for the 9-community regional proposal for ValleyBike Share Phase 2 for funding under the Congestion Mitigation Air Quality (CMAQ) program.

ValleyBike Share is the largest ped-electric bike share program in North America currently serving: Springfield, Northampton, Holyoke, Amherst, South Hadley, and UMass, with 50 stations and 500 bikes. It has just completed its highly successful first year with over 85,000 miles ridden by bike share members.

The proposed project would enable the expansion of ValleyBike Share to include 22 additional stations as well as add four (4) new communities: Chicopee, Easthampton, West Springfield, and Hadley. CMAQ funds will be used to purchase bike share equipment such as ped-electric bikes, docks, payment kiosks and wayfinding stations.

ValleyBike Share has already shown its value as a viable component of the transportation system and an ability to provide an alternative to auto trips reducing congestion and emissions. It also provides benefits to public health through exercise and to climate change through reduced carbon emissions. This proposed expansion will provide a more complete and connected network for ValleyBike Share by filling gaps in service with the addition of key communities that are missing pieces in the bike share system that is central to the region.

West Springfield is in full support of the expansion of ValleyBike Share and would assist in the efforts to recruit sponsors for bike share stations.

I urge the Pioneer Valley Planning Commission, the Joint Transportation Committee, and the Metropolitan Planning Organization to provide the requested CMAQ funding for the ValleyBike Share Phase 2 project.

Sincerely,

A handwritten signature in blue ink, appearing to be "W. Reichelt", is written over the word "Sincerely,".

Mayor William C. Reichelt

APPENDIX – C

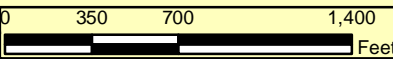
LOCATION AND ROUTE MAP

See Attached plans for off-site MGM Traffic Marking plans and Population Density Maps

Valley Bike Share Potential E-Bike Dock Locations



Town-wide Aerial Photography taken in 2014.
All maps are projected to the State Plane grid coordinate system: MA FIPS 2001 (ft), NAD83.
These data are not survey grade and should not be used for legal description or conveyance purposes.



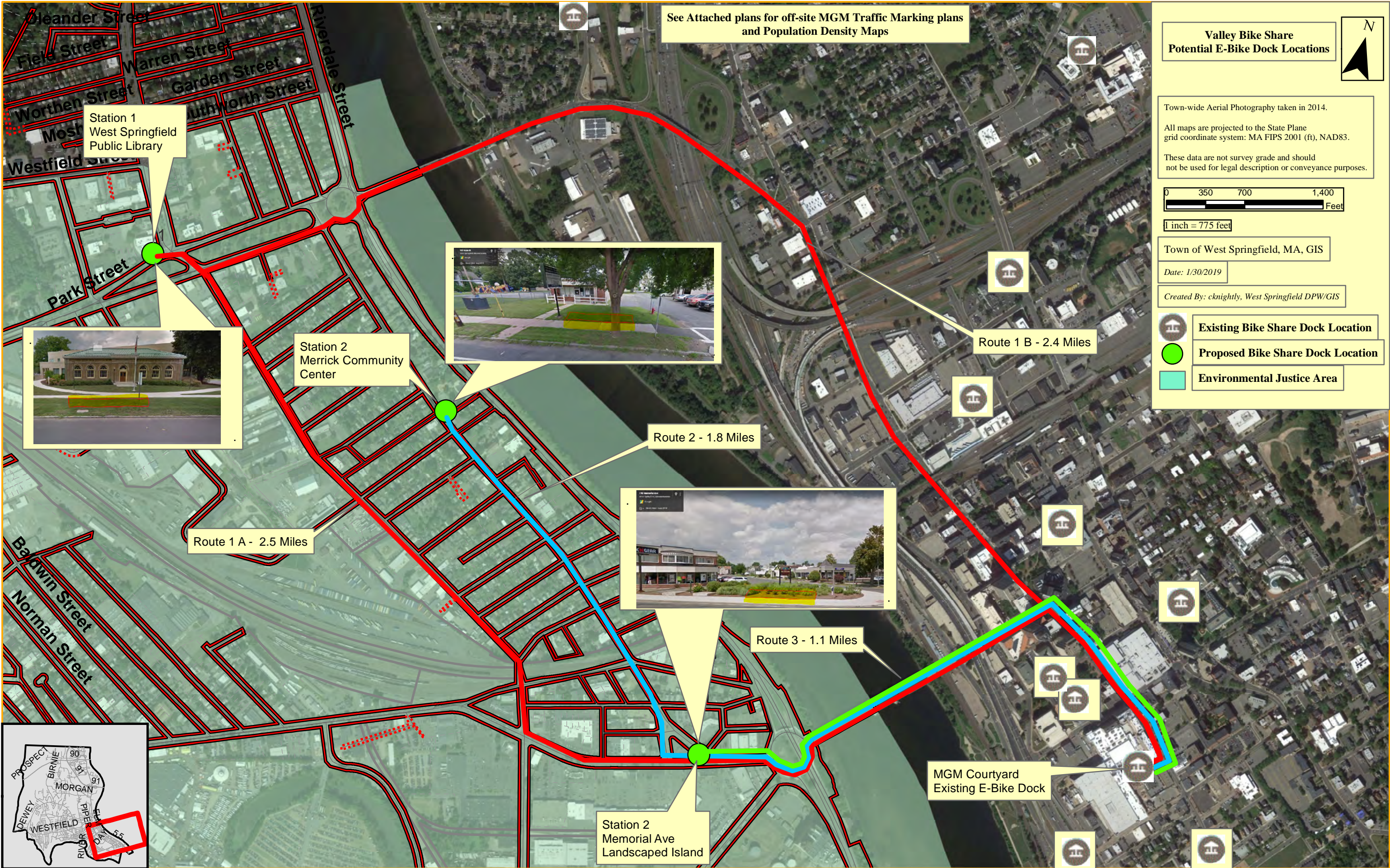
1 inch = 775 feet

Town of West Springfield, MA, GIS

Date: 1/30/2019

Created By: cknighly, West Springfield DPW/GIS

-  Existing Bike Share Dock Location
-  Proposed Bike Share Dock Location
-  Environmental Justice Area





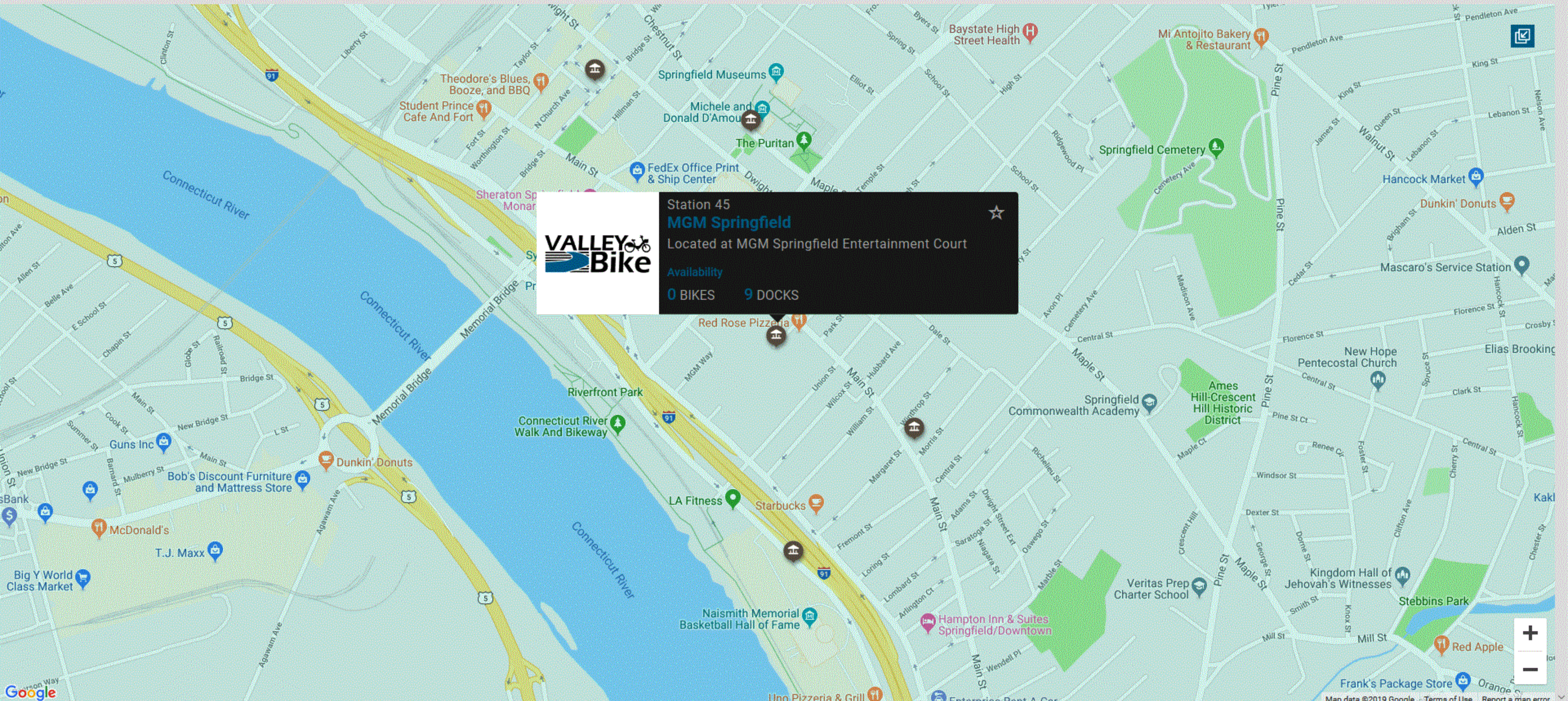
Subscribe to the newsletter

submit



Register

Login



Station 45
MGM Springfield
 Located at MGM Springfield Entertainment Court

Availability
0 BIKES **9 DOCKS**

ValleyBike Share

Subscribe to Updates 

Visit the new ValleyBike.org website
for more information...



PVPC PROJECT STAFF

- Catherine Ratte, Principal Planner & Section Manager: [413.781.6045](tel:413.781.6045); cratte@pvpc.org
- Joshua A. Garcia, Municipal Services, Manager: [413.781.6045](tel:413.781.6045); jgarcia@pvpc.org
- Patrick Beaudry, Communications Manager: [413.781.6045](tel:413.781.6045); pbeaudry@pvpc.org

Project Manager



Catherine Ratte
Principal Planner/Section Manager
E-mail: cratte@pvpc.org

News and Articles



07 DEC

The Springfield Republican: ValleyBike Share closes for winter, promises to address 'issues' for 2019

ValleyBike Share began this summer with 500 electrically assisted smart bicycles deployed to 50 docking stations in the five cities and towns. Users can buy memberships or rent the bikes.



02 JUN

ValleyBike Blog: ValleyBike Share Rolls Ahead

The communities of Amherst, Holyoke, Northampton, South Hadley and Springfield, the University of

APPENDIX – D

RECENT INFRASTRUCTURE IMPROVEMENTS

TRANSPORTATION IMPROVEMENT PROJECT

MGM SPRINGFIELD
OFF-SITE MITIGATION
TITLE SHEET & INDEX
SHEET 1 OF 150

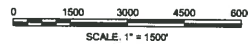
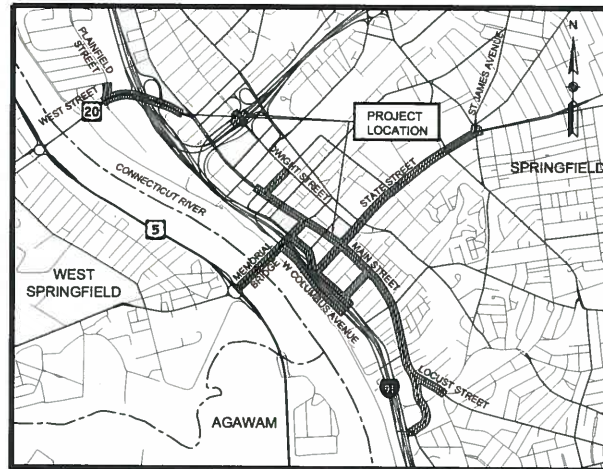
PLAN OF
MGM SPRINGFIELD OFF-SITE MITIGATION
PACKAGE 1 OF 2

IN THE CITY OF
SPRINGFIELD
HAMPDEN COUNTY

THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 1986, AS AMENDED, THE SUPPLEMENTAL SPECIFICATIONS DATED JULY 1, 2015, THE 2014 CONSTRUCTION STANDARD DETAILS, THE 2015 OVERHEAD SIGNAL STRUCTURE AND FOUNDATION STANDARD DRAWINGS, MASSDOT TRAFFIC MANAGEMENT PLANS AND DETAIL DRAWINGS, THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS WITH MASSACHUSETTS AMENDMENTS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, WILL GOVERN.

FINAL PS&E SUBMITTAL

SHEET NO.	DESCRIPTION
1	TITLE SHEET & INDEX
2	LEGEND & ABBREVIATIONS
3-4	KEY PLANS
5-13	TYPICAL SECTIONS
14-28	CONSTRUCTION PLANS
29-68	TRAFFIC SIGN & PAVEMENT MARKING PLANS
69-71	TRAFFIC SIGN SUMMARY
72	WAYFINDING SIGN PLAN
73-106	TRAFFIC SIGNAL PLANS
107-109	TEMPORARY TRAFFIC CONTROL PLANS
110-112	CONSTRUCTION DETAILS
113-115	WHEELCHAIR RAMP DETAILS
116-118	STRUCTURAL DETAILS
119-150	CROSS SECTIONS



DESIGN DESIGNATION

	STATE STREET	MAIN STREET	UNION STREET
DESIGN SPEED	30 MPH	30 MPH	30 MPH
ADT (2015)	11,100 VPD	13,650 VPD	10,915 VPD
ADT (2025)	16,120 VPD	16,295 VPD	13,760 VPD
K	8.2%	7.7%	7.8%
D	66.1% WB	50.6% SB	57.9% EB
T (PEAK HOUR)	2.0%	2.0%	2.0%
T (AVERAGE DAY)	1.0%	2.0%	2.0%
DHV	1,320 VPH	1,255 VPH	1,075 VPH
DDHV	875 VPH	635 VPH	620 VPH
FUNCTIONAL CLASSIFICATION	PRINCIPAL ARTERIAL	PRINCIPAL ARTERIAL	URBAN COLLECTOR

	EAST COLUMBUS AVENUE	WEST COLUMBUS AVENUE	ROUTE 20/20A / PLANFIELD STREET
DESIGN SPEED	35 MPH	35 MPH	35 MPH
ADT (2015)	11,125 VPD	10,365 VPD	37,020 VPD
ADT (2025)	15,230 VPD	11,555 VPD	39,800 VPD
K	7.4%	10.9%	7.5%
D	100% NB	100% SB	55.2% WB
T (PEAK HOUR)	2.0%	2.0%	2.0%
T (AVERAGE DAY)	1.0%	1.0%	4.0%
DHV	1,125 VPH	1,260 VPH	2,965 VPH
DDHV	1,125 VPH	1,260 VPH	1,850 VPH
FUNCTIONAL CLASSIFICATION	MINOR ARTERIAL	MINOR ARTERIAL	PRINCIPAL ARTERIAL

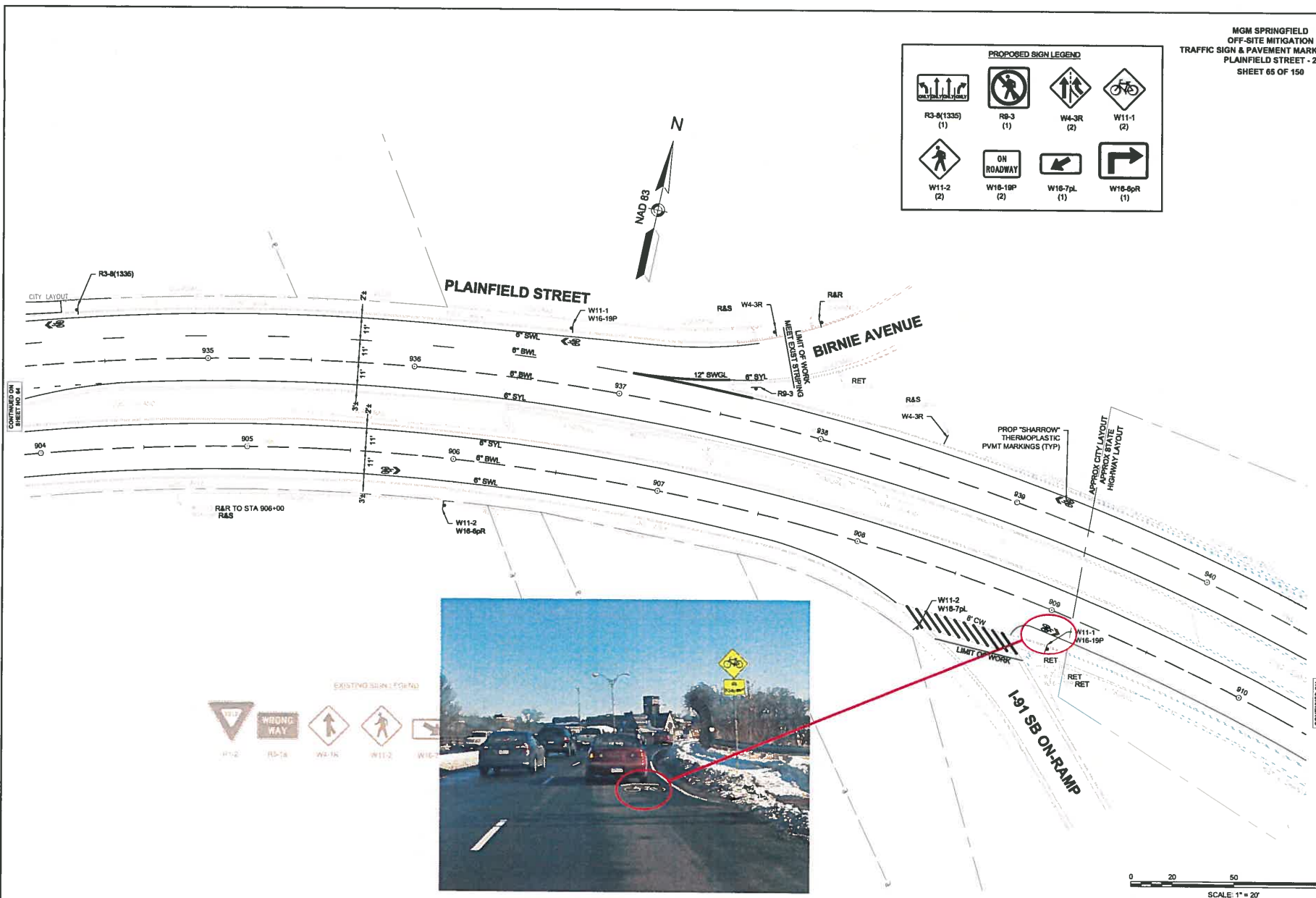
DATE	DESCRIPTION	REV #
11/1/2016	ISSUED FOR CONSTRUCTION	

TEC, Inc.
65 Glenn Street | 159 Ocean Blvd
Lawrence, MA 01843 | Hampton, NH 03842

DESIGNED BY SJM/SWG	CHECKED BY MCM	DATE 11/1/2016
DRAWN BY APPLENER/EPDGH	APPROVED BY NRD	PROJECT NO 10454

PROPOSED SIGN LEGEND

R3-8(1335) (1)	R9-3 (1)	W4-3R (2)	W11-1 (2)
W11-2 (2)	W16-19P (2)	W16-7pL (1)	W16-5pR (1)

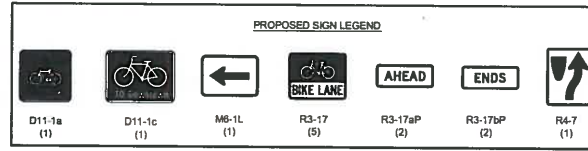


EXISTING SIGN LEGEND

W11-2	R3-7a	W4-1k	W11-2	W16-7pL



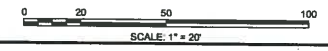
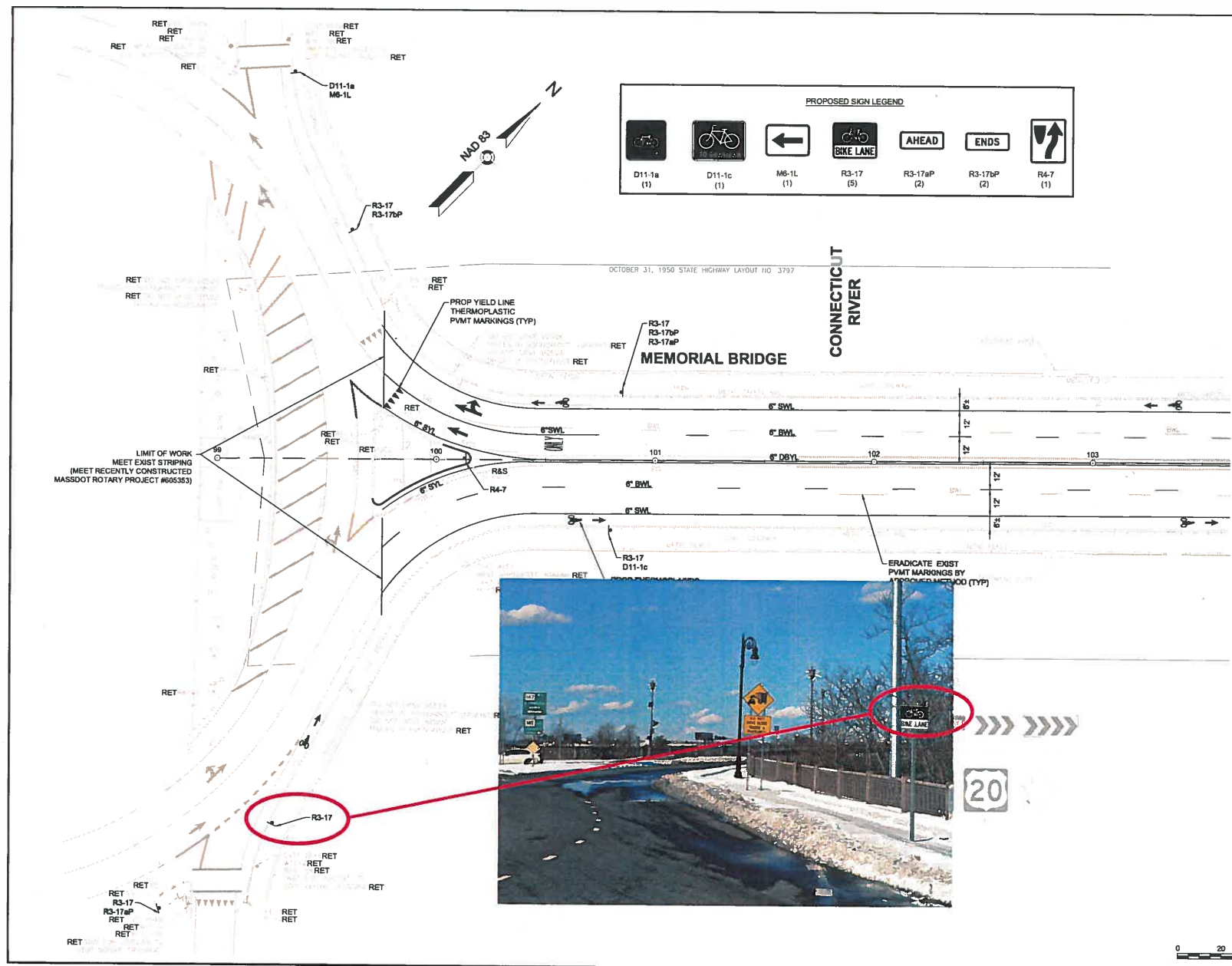
SCALE: 1" = 20'
 FOR TRAFFIC SIGN & PAVEMENT MARKING NOTES: SEE SHEET NO. 29



NOTES:

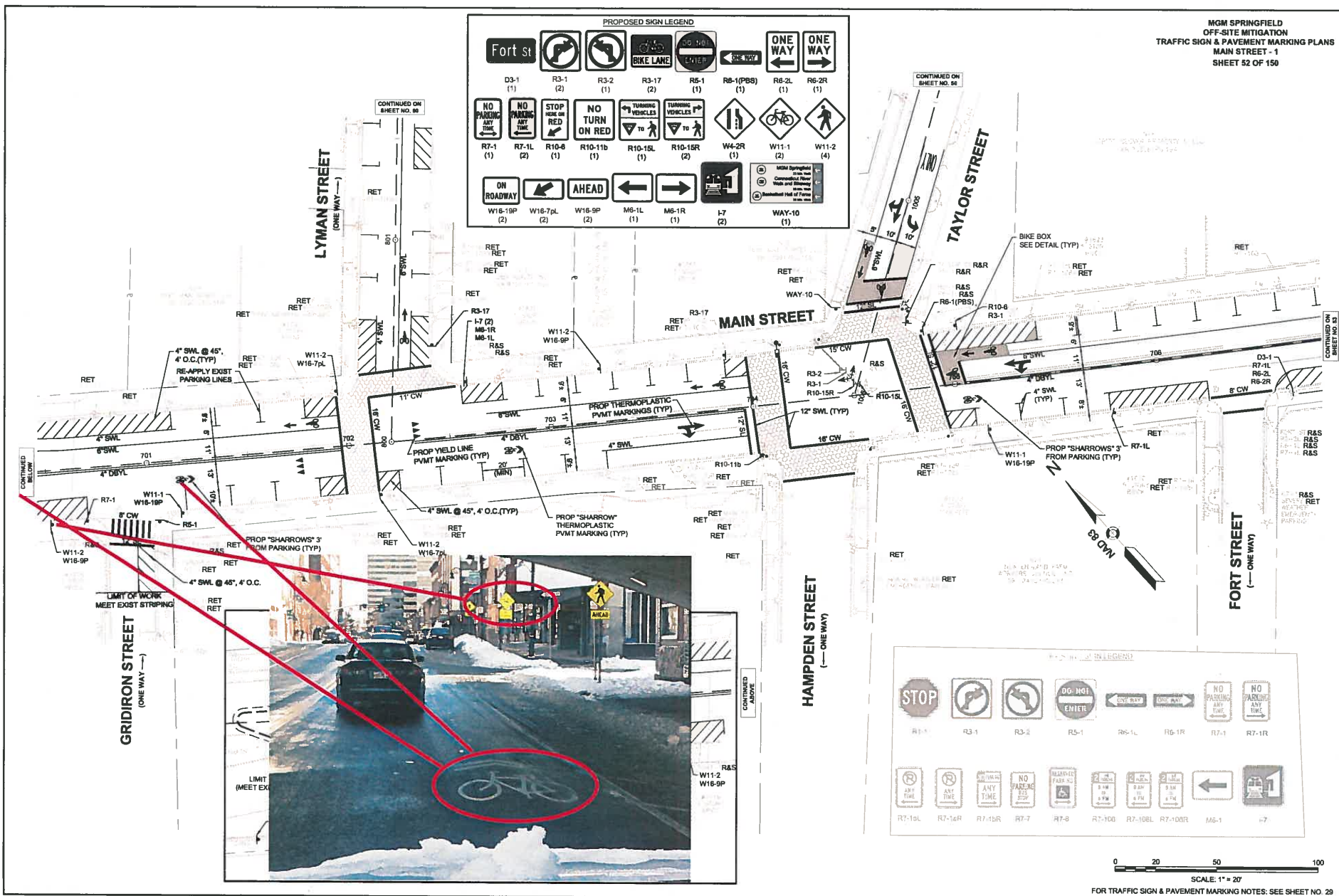
- ALL EXISTING SIGNS WITHIN THE PROJECT SHALL BE RETAINED UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
 - ALL PAVEMENT MARKINGS (LINES, ARROWS, LEGENDS & SYMBOLS) WITHIN THE LIMITS OF WORK SHALL BE THERMOPLASTIC MATERIALS, UNLESS OTHERWISE NOTED. IF EXISTING PAVEMENT MARKINGS PREVENT THE APPLICATION OF THERMOPLASTIC MATERIALS, THEY SHALL BE REMOVED BY APPROVED METHOD.
 - ALL EXISTING PAVEMENT MARKINGS WITHIN THE LIMITS OF WORK NOT BEING RE-APPLIED SHALL BE REMOVED BY APPROVED METHOD.
 - SEE TRAFFIC SIGNAL PLANS (SHEETS 73-105) FOR SIGNS MOUNTED ON MAST ARM EQUIPMENT.
 - PROPOSED DECORATIVE CROSSWALK PAVEMENT MARKINGS WITHIN LIMITS OF PAVEMENT RESURFACING SHALL BE STAMPED IN SURFACE COURSE. PATTERN AND COLOR TO BE DETERMINED BY CITY OF SPRINGFIELD DPW.
 - PROPOSED SIGNS GREATER THAN 7.5 SF REQUIRE 2 P+6 POSTS. CONTRACTOR TO PROVIDE 3' (MIN) ADA CLEARANCE PAST ALL SIGN POSTS.
 - THE MINIMUM MOUNTING HEIGHT OF POST-MOUNTED SIGNS, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE TOP OF CURB OR SIDEWALK SHALL BE 7 FEET UNLESS OTHERWISE SPECIFIED.
 - EXISTING THERMOPLASTIC OR PAINT PAVEMENT MARKINGS WITHIN THE LIMITS OF WORKS GREATER THAN 30 MILS SHOWN TO BE NEW THERMOPLASTIC SHALL BE REMOVED BY AN APPROVED METHOD.
 - FLAKED OR CHIPPED PAVEMENT MARKINGS SHALL BE REMOVED BY AN APPROVED METHOD.
 - ALLOW 7 DAYS OF TRAFFIC FLOW PRIOR TO APPLICATION OF PAVEMENT MARKINGS ON NEW BITUMINOUS PAVEMENT.
 - THERMOPLASTIC SHALL BE PLACED WITH GLASS BEADS DROPPED IMMEDIATELY INTO THE THERMOPLASTIC UPON PLACEMENT.
 - CONTRACTOR SHALL COORDINATE FINAL PAVEMENT MARKINGS AND TRAFFIC SIGNAL TIMINGS WITH THE I-91 MAJOR CONTRACTOR AS TO AVOID UNNECESSARY ERADICATION OF NEW PAVEMENT MARKINGS AND RE-PROGRAMMING OF TRAFFIC SIGNAL TIMING AND SEQUENCE.
- FOR SIGN SUMMARY: SEE SHEETS 00 - 71

CONTINUED ON SHEET 30



PROPOSED SIGN LEGEND

Fort St	D3-1 (1)	R3-1 (2)	R3-2 (1)	R3-17 (2)	R5-1 (1)	R6-1(PBS) (1)	R6-2L (1)	R6-2R (1)	
NO PARKING ANY TIME	R7-1 (1)	R7-1L (2)	R10-6 (1)	R10-11b (1)	R10-15L (1)	R10-15R (2)	W4-2R (1)	W11-1 (2)	W11-2 (4)
ON ROADWAY	W16-19P (2)	W16-7pL (2)	W16-9P (2)	M6-1L (1)	M6-1R (1)	I-7 (2)	WAY-10 (1)		



TRAFFIC SIGN LEGEND

STOP	R3-1	R3-2	R5-1	R6-1L	R6-1R	R7-1	R7-1R
R7-10L	R7-16R	R7-10R	R7-7	R7-9	R7-100	R7-10BL	R7-10BR
M6-1	I-7						

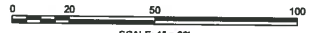
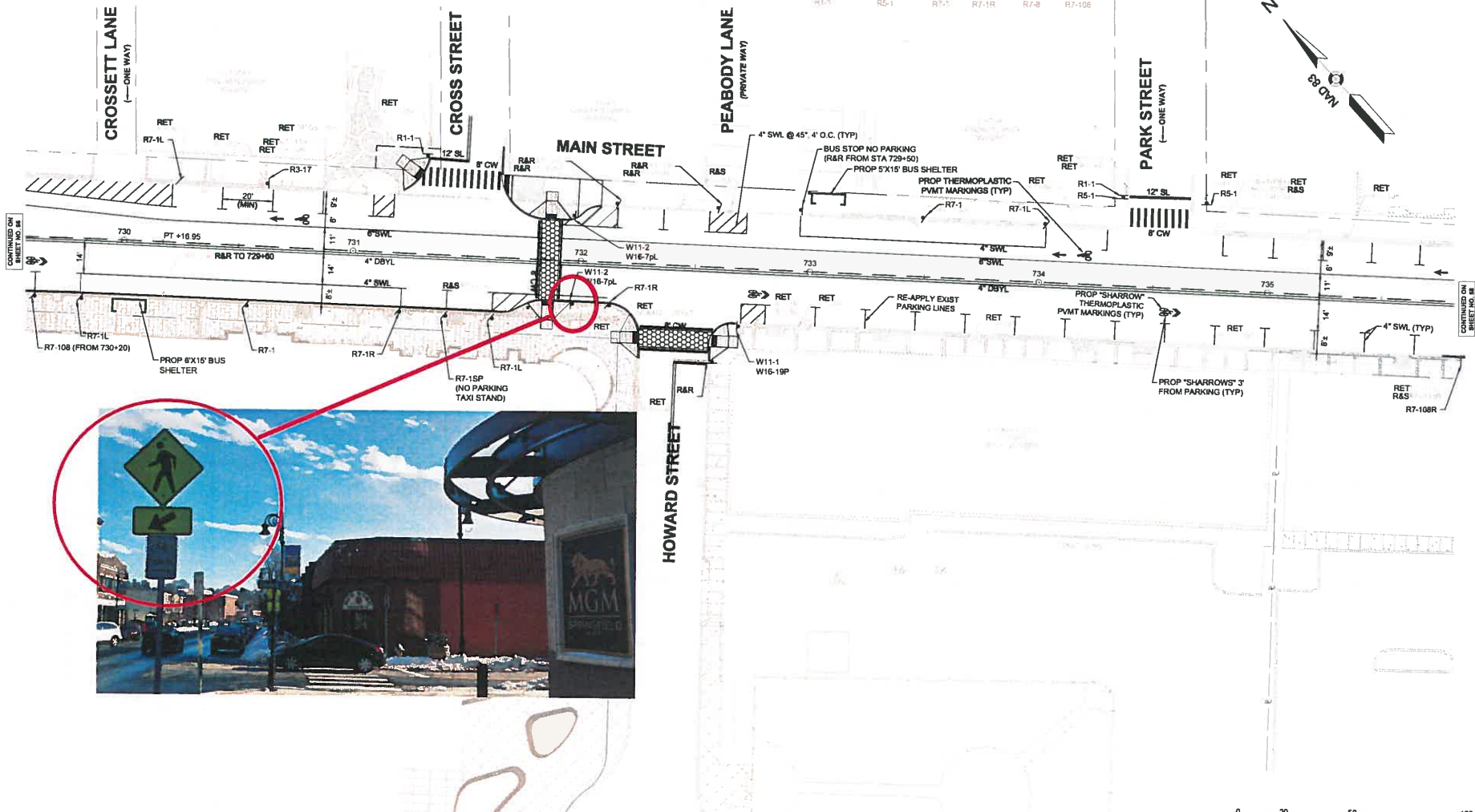
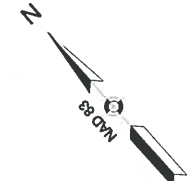
0 20 50 100
SCALE: 1" = 20'
FOR TRAFFIC SIGN & PAVEMENT MARKING NOTES: SEE SHEET NO. 29

PROPOSED SIGN LEGEND

R1-1 (2)	R3-17 (1)	R5-1 (2)	R7-1 (2)	R7-1L (4)	R7-1R (2)	R7-1SP (1)	R7-108R (1)	W11-2 (2)	W11-1 (1)	W16-19P (1)	W16-7PL (2)

EXISTING SIGN LEGEND

R1-1	R5-1	R7-1	R7-1R	R7-8	R7-106



SCALE: 1" = 20'
FOR TRAFFIC SIGN & PAVEMENT MARKING NOTES: SEE SHEET NO. 29

APPENDIX – E

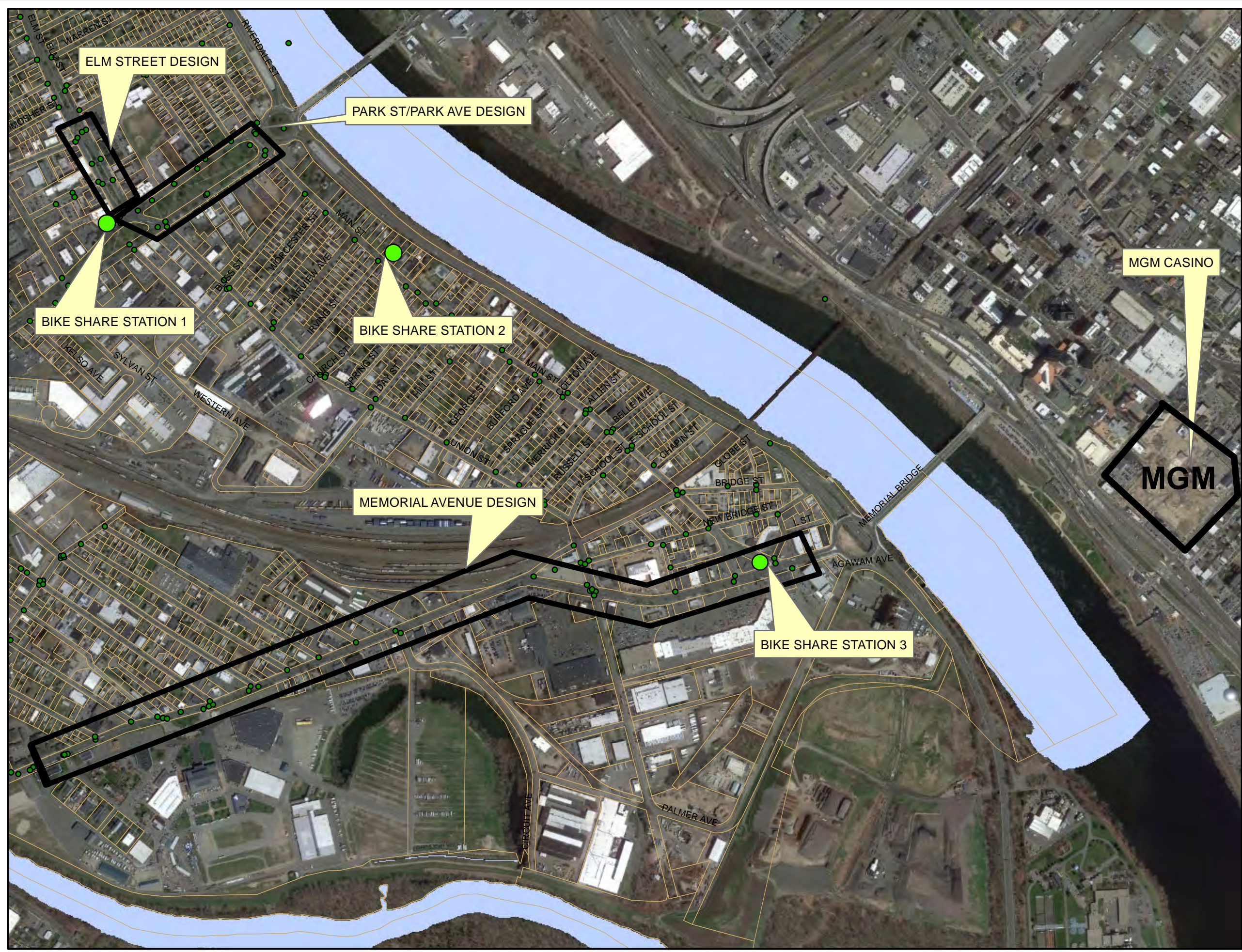
CONNECTIONS TO EXISTING DESIGN PROJECTS

WEST SPRINGFIELD PROJECTS



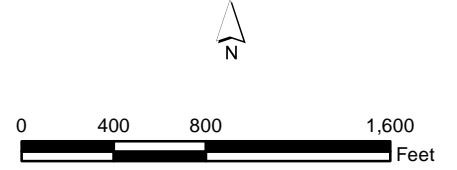
Legend

Streets Centerline	Buildings
— Paved	■ Deck or Porch
- - Unpaved	■ Garage (Detached)
Major Roads	■ Residential
— Local Roads	■ Commercial
— State Highway	■ Industrial
— Interstate Highway	■ Demolished
--- Easements	■ Proposed
Right of Way	■ Parcels
— Public	— New Lot Line
— Private	✗ Line Removed
— Railroad	— Pavement Edges
— Paper Street	— Pavement
— Old Lot Lines	■ Wetland
■ Swimming Pools	— Streams
	— Rivers



Planimetric & Topographic Features were derived from aerial photography taken on March 30th, 1998 and April 3, 2010. These features meet ASPRS Standards for 1" = 40' Class 1 map accuracy. All maps are projected to the Stateplane grid coordinate system, Zone 4151, Datum NAD83 & Units feet.

This data should not be used for legal description or conveyance purposes.



1 inch = 833.333333 feet
Town of West Springfield, MA, GIS

2011 Aerial Photo © DigitalGlobe, Inc. All rights Reserved

APPENDIX – F

MEPA INFORMATION



The Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
 100 Cambridge Street, Suite 900
 Boston, MA 02114

Deval L. Patrick
 GOVERNOR

Maeve Vallely Bartlett
 SECRETARY

Tel: (617) 626-1000
 Fax: (617) 626-1181
<http://www.mass.gov/envir>

December 31, 2014

**CERTIFICATE OF THE SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
 ON THE
 FINAL ENVIRONMENTAL IMPACT REPORT**

PROJECT NAME : MGM Springfield
 PROJECT MUNICIPALITY : Springfield
 PROJECT WATERSHED : Connecticut River
 EEA NUMBER : 15033
 PROJECT PROPONENT : Blue Tarp Redevelopment LLC
 DATE NOTICED IN MONITOR : November 24, 2014

As Secretary of Energy and Environmental Affairs, I hereby determine that the Final Environmental Impact Report (FEIR) submitted on this project **adequately and properly** complies with the Massachusetts Environmental Policy Act (G. L. c. 30, ss. 61-62I) and with its implementing regulations (301 CMR 11.00).

Project Description

As described in the FEIR, the project consists of a 881,691 gross square foot (sf) mixed-use redevelopment consisting of a casino, a retail and entertainment center, a hotel, apartments, and a daycare center. It is proposed on a 14.5-acre site in downtown Springfield. On November 6, 2014 the Proponent was awarded a Category 1 gaming license pursuant to Chapter 194 of the Acts of 2011: An Act Establishing Expanded Gaming in the Commonwealth and M.G.L. Chapter 23K, Section 19, as amended by Section 16 of the Expanded Gaming Act (the Gaming Act), which authorizes the Massachusetts Gaming Commission (MGC) for Region B of the Commonwealth.¹ As required by the Gaming Act, a Host Community Agreement between the

¹ The Act identifies three regions of the state - Region A (Suffolk, Middlesex, Essex, Norfolk and Worcester counties), Region B (Hampshire, Hampden, Franklin and Berkshire counties) and Region C (Bristol, Plymouth, Nantucket, Dukes and Barnstable counties). This project is located in Region B.

Abutter Site Circulation

The FEIR summarized potential traffic circulation impacts associated with the construction and operation of the MGM Springfield project on three abutters: the Colvest Property, Red Rose Pizzeria, and the Bacon & Wilson Property. Specifically, the discontinuation of Howard Street and Bliss Street will alter existing access patterns to these sites. The FEIR described existing access/egress driveways for each site, proposed changes to access/egress (e.g., changes to allowed turning movements, etc.), and comparative travel distance changes due to modified access and egress points.

I received several comments from abutting property owners immediately adjacent to the project site. As a result of the discontinuation of Howard Street and Bliss Street, as well as the construction of new access and egress points for the project, existing operations (e.g., entry and exit points, delivery or trash pick up access, etc.) at these adjacent sites will be altered. I strongly encourage the Proponent to establish a dialogue with each abutter to clarify potential project-related impacts, proposed mitigation measures, and seek to remedy additional impacts to the extent the Proponent is legally obligated to do so. The Proponent should continue to evaluate design or operational measures to ameliorate project-related impacts to abutting properties, including but not limited to, design treatments to reduce the visual impact of the garage, confirmation of the constructability of the garage from entirely within the Proponent's property, mitigation measures to reduce noise, vibration or emissions associated with the proposed central plant, maintenance of safe pedestrian access, and enhanced communication protocols during the construction period. I note the specific concerns expressed by Colvest/East Columbus, LLC regarding potential conflicts with traffic exiting this property's driveway to the through lane onto Union Street due to the addition of the westbound right-turn only lane and the potential for cut-through traffic exiting the project garage onto Howard Street. The Proponent should specifically review these concerns with respective abutters and the City of Springfield prior to finalizing the project's mitigation plan to determine if there are additional opportunities to mitigate potential impacts.

Bicycle and Pedestrian Infrastructure

The FEIR included graphics and a supporting narrative that described existing bicycle and pedestrian infrastructure within the study area, noting width, condition, signage, ADA-compliance, push buttons, bicycle detection capabilities, etc. The Proponent will implement a series of bicycle and pedestrian infrastructure improvements to enhance existing and future operations and to improve the safety of study area roadways and intersections for pedestrians and bicyclists. The Proponent will install way-finding signage at key entry points within Downtown Springfield and along primary MGM Springfield access/egress corridors to facilitate pedestrian and bicycle use. The project will also enhance bicycle and pedestrian access to the Connecticut River Walk and Bikeway by providing improved railroad crossing signage and striping along the at-grade bikeway access point along West Columbus Avenue (opposite State Street) and adding way-finding signage and improved lighting under the I-91 viaduct at State Street and Union Street. Proposed improvements must be reviewed and approved by the City of Springfield. For

those improvements located on NHS-roadways additional review and approval by MassDOT will be required.

Proposed pedestrian improvements include:

- Installation of updated MUTCD-compliant pedestrian signal equipment (i.e., push buttons and signage, countdown signal housings, audible warning devices (where necessary));
- Modification or retrofitting of accessible wheelchair ramps to achieve compliance with ADA standards (i.e., installing tactile warning devices, providing sufficient ramp openings, and providing adequate ramp slope);
- Reconstruction of sidewalks (widening where possible) and providing additional amenities such as benches, pedestrian-level lighting, landscaping, and other streetscape improvements;
- Upgrades to mid-block crossing locations along the site frontage (i.e., new crosswalks, pedestrian flashing signals, refuge islands, etc.); and
- Modification of the existing pedestrian crossing across East Columbus Avenue north of the intersection with State Street to eliminate pedestrian/vehicle conflicts.

The Proponent should review the comments provided by the City of Springfield regarding proposed pedestrian signal equipment, pedestrian crossing phasing, and sight lines, and modify design plans as necessary to ensure proposed mitigation measures adequately enhance the pedestrian environment in the study area. I strongly encourage the Proponent to implement MassDOT's request to provide highway lighting at each crosswalk at the North End Rotary for consistency with the proposed mitigation at the Memorial Bridge Rotary as a pedestrian safety measure.

Proposed bicycle improvements include:

- Installation of bicycle pavement marking and signage (i.e., bicycle lanes, "sharrows" and "share the road" bicycle signage, bicycle boxes, etc.);
- Provision of secure, covered bicycle racks with storage for up to 28 bicycles within the Armory Square block and near major project entryways (State Street and Union Street);
- Provision of approximately 24 secure, weather-protected, long-term bicycle parking (for employees and residents) spaces at designated locations in the MGM Springfield parking garage;
- Installation of way-finding signage at key entry points within Downtown Springfield and along primary MGM Springfield access/egress corridors; and
- Implementation of a bicycle share program with a total of 16 bicycles for use by MGM employees, patrons and residents. This system will include a U-lock to allow users to secure the bicycle at a destination location without an electronic locking system.

Springfield parking garage. The Proponent is continuing to work with owners of other public and private parking lots in the area to accommodate any overflow charter bus parking that may occur during events or peak periods. A total of 90 preferential parking spaces, located on the second level of the garage near employee entrances to the casino and Armory Square, will be designated for use by employees and residents participating in carpool or rideshare programs or who use hybrid vehicles. Finally, the Proponent has designated a total of 190 preferred spaces or electric vehicles (EV) spaces, along with approximately 50 charging stations, to be provided along the outside of levels 2, 3 and 4, of the MGM Springfield parking garage near entryways, elevators, and staircases. EV charging stations will also be provided in the valet parking area on the basement level. Signage will be provided directing drivers to EV parking and charging stations.

Transportation Demand Management

The FEIR summarized the components of the TDM program to reduce SOV trips and promote multi-modal transit options by employees and patrons. These measures are listed in the mitigation section of this Certificate.

The Proponent established the following mode share targets, by land use, assuming implementation of the TDM program.

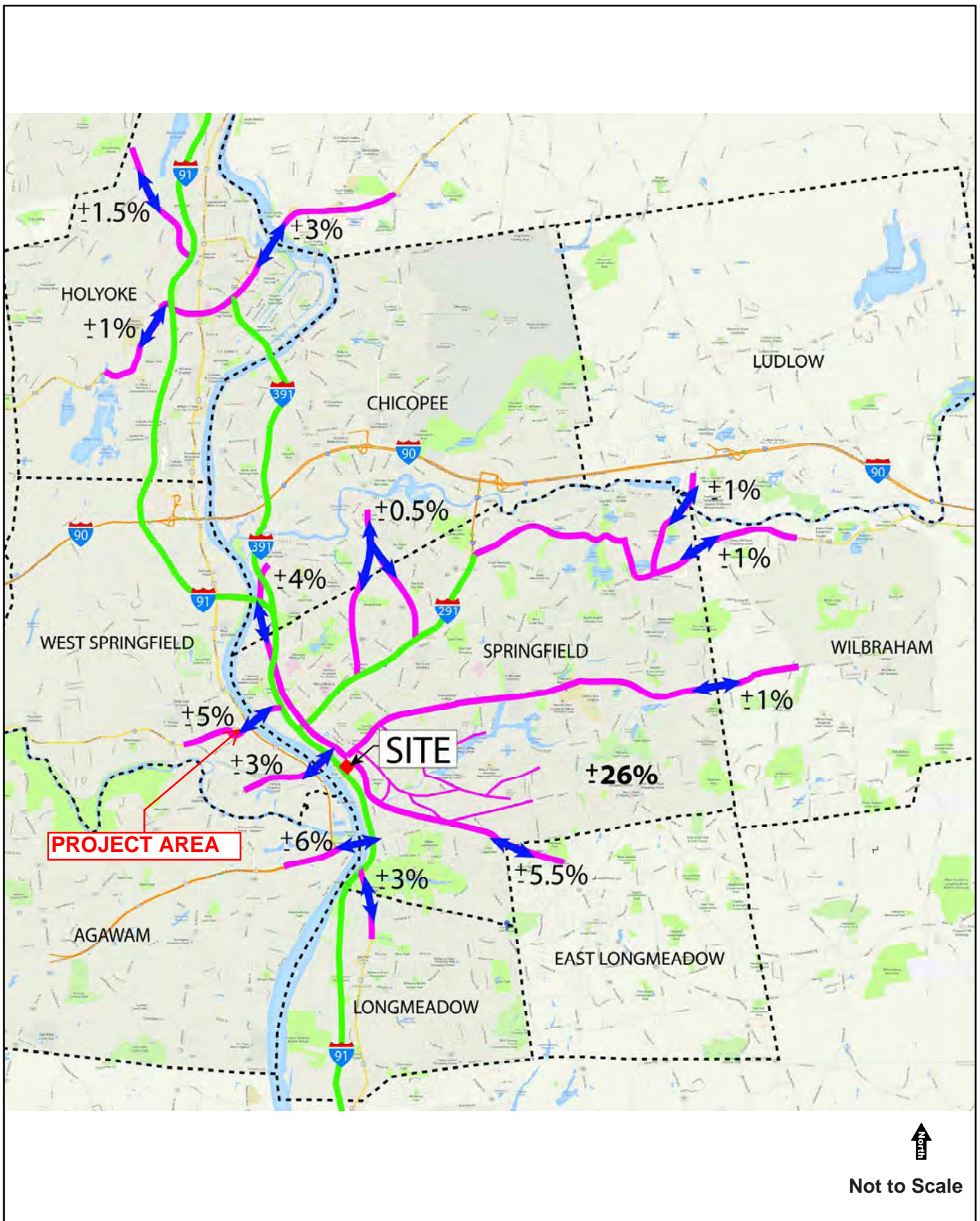
Mode	Casino/Hotel Patrons	Casino/Hotel Employees	Residential	Armory Retail	Armory Office
SOV ^a	85.5%	67.0%	95.0%	95.0%	79.5%
Carpool/Rideshare ^b	N/A ^a	13.0%	0.0%	N/A ^a	15.5%
Public Transit	2.0%	16.0%	4.0%	4.0%	4.0%
Pedestrian/Bicycle	0.5%	4.0%	1.0%	1.0%	1.0%
Taxi	2.0%				
Charter Bus	10.0%				

^a For Casino/Hotel Patron and Armory Retail trips, all vehicle trips were assumed to be double-occupant vehicle trips.

A Transportation Coordinator will be responsible for developing additional TDM measures should the monitoring program identify any unanticipated or unmitigated project-specific impacts. Should the monitoring program identify such impacts, additional improvements will be identified and implemented to mitigate the project-specific impacts.

Monitoring

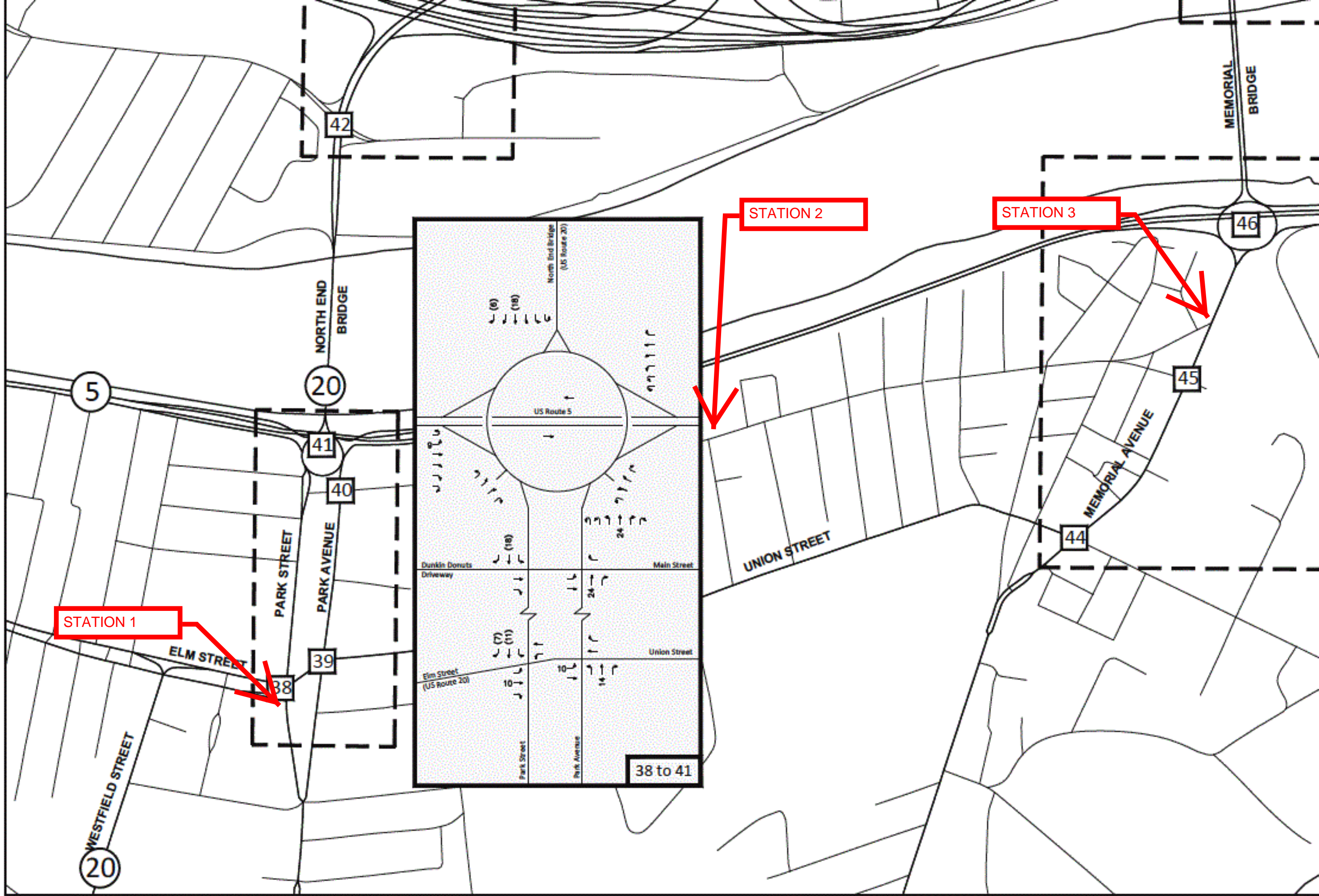
The project general contractor will prepare a Transportation Monitoring Program (TMP) for review and approval by the City and MassDOT. The TMP is intended to monitor traffic operations, parking occupancy, public transportation utilization, and pedestrian/bicycle use throughout the construction period and for a period of five years following completion of the project. The TMP's intent is to monitor project impacts to ensure consistency with the



MGM Springfield Springfield, Massachusetts



Figure 6.2-8
Total Site-Generated Trip Distribution - Surface Roads



MGM Springfield Springfield, Massachusetts



XX = Intersection ID
XX = Entering Trips
(XX) = Exiting Trips



19

COMMUNITY MITIGATION FUND

APPENDIX H

Transit Project(s) of Regional Significance Grant Application ("TPRS") BD-19-1068-1068C-1068L- 33629

Please complete the entire Application.

1.	<p>City of Everett, City of Somerville</p> <p>NAME OF MUNICIPALITY/GOVERNMENT ENTITY/DISTRICT</p>
2.	<p>Tony Sousa - Executive Director of Planning and Development (Everett)</p> <p>NAME AND TITLE OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY</p>
3.	<p>484 Broadway, Room 25, Everett, MA 02149</p> <p>ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY</p>
4.	<p>617-394-2245, tony.sousa@ci.everett.ma.us</p> <p>PHONE # AND EMAIL ADDRESS OF INDIVIDUAL AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY</p> <p>Jay Monty: Transportation Planner - City of Everett, MA Brad Rawson: Director of Transportation and Infrastructure - City of Somerville, MA</p>
5.	<p>NAME AND TITLE OF CONTRACT MANAGER RESPONSIBLE FOR HANDLING OF FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY</p>
6.	<p>484 Broadway, Room 25, Everett, MA 02149</p> <p>ADDRESS OF CONTRACT MANAGER RESPONSIBLE FOR HANDLING OF FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY</p>
7.	<p>617-544-6033, jay.monty@ci.everett.ma.us</p> <p>PHONE # AND EMAIL ADDRESS OF CONTRACT MANAGER ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY</p>
8.	<p>Encore Boston Harbor</p> <p>NAME OF GAMING LICENSEE</p>

1. IMPACT DESCRIPTION

Please describe in detail the regional impact or potential regional impact that is attributed to the construction or operation of a gaming facility that may be remediated by the proposed transit project of regional significance. Please provide support for the determination that the construction or operation of the gaming facility caused, is causing or otherwise may cause the impact.

The Encore Boston Harbor casino will be a significant traffic generator within the Lower Broadway/Sullivan Square area and beyond. Despite being less than ¼ mile from a rapid transit station located at Assembly Row in Somerville, there is no direct walk access between the transit station and the Casino as the Mystic River lies in the way. This fact is detrimental to the hope that a significant share of the transportation mode share could occur on transit but will instead occur on the roads either in private vehicles, ride sharing, or shuttle busses. This fact was recognized when the Massachusetts Gaming Commission required Encore to provide shuttle bus service to and from adjacent MBTA stations and spend an additional \$250,000 to study a pedestrian bridge over the Mystic River that would connect to the Assembly Row station. To date, Encore has completed this study to a 25% design phase, is in progress to complete final design of the bridge and indicated they are willing to commit significant funds to construct the bridge on the condition that access to the MBTA station is granted. Funds from this grant would be used to access and leverage federal dollars for the project through the development and submission of a BUILD grant application as well as advance the design of the head house to 100%. Should this project be completed, it would allow access from the Assembly Row MBTA station and Draw 7 Park in Somerville to the where the western end of a future Mystic River pedestrian Bridge would land, enabling further mitigation of traffic impacts in Everett and Somerville.

2. PROPOSED MITIGATION (Please attach additional sheets/supplemental materials if necessary.)

a) Please describe how you propose to use to expand regional transit connections to the gaming facility using CMF Funds.

The proposed mitigation for this impact is the construction of a new pedestrian footbridge across the Mystic River, connecting the Encore Boston resort with the MBTA Orange Line Station at Assembly Row. The project is summarized in detail in the Mystic River Pedestrian Bridge Concept Design Report released in February, 2018 by the Department of Conservation and Recreation.

The total cost of this project is approximately \$35 million, of which approximately \$25 million is required for construction of the bridge and an additional \$10 million is required for construction of the head house addition at Assembly Row. We propose to use the \$500,000 from this grant as follows:

- \$100,000 to prepare the application for a federal BUILD grant that would provide matching funds for construction of the Mystic River Pedestrian Bridge and/or headhouse. This would include:
 - Benefit Cost Analysis - \$25K - \$30K
 - Narrative + Application – \$25K - \$30K
 - Ridership Projections (detailed) - \$30K
 - Coordination – Inputting - \$10K - \$15K

- \$400,000 to advance design of the Assembly head house from 60% to 100%

b) Please describe how the mitigation request will address the specific impact indicated.

The resort and the station are located 1,000 feet from one another, well within the accepted "catchment" area for walk access to rapid transit, but currently inaccessible because they are separated by the Mystic River. Construction of the bridge would provide mitigation by connecting the resort to the station and make the resort transit accessible. The project would include not only construction of the bridge structure itself, but also an expansion of the head house at the Assembly Row station enabling Orange Line passengers to exit the east side of the station to access the pedestrian bridge. This mitigation request will provide the funding necessary to apply for matching federal funds as well as complete design of the project.

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.

4. BUDGET & TIMELINE

a) Please identify the amount of funding requested.

\$500,000

b) 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 the transit project of regional significance.

The following estimate was provided by the firm AECOM, who is currently providing design services on the pedestrian bridge. The following is an email communication providing a baseline estimate.

There are a few key elements to the grant that need addressing in the application.

1. Benefit Cost Analysis – this would fall under Small Start = under \$100M
2. Narrative – 25 pages to state the technical merits.
 - a. No technical concerns – project can be built
 - b. Benefits to transit
 - c. Ridership projections of usage – key element to compete with other apps
 - d. Risks
3. Positioning Guidance – local support + state congressional
4. Permitting – EA/ENF cleared

For this specific project, rough budget number for the application preparation would be \$100,000 or less:

- Benefit Cost Analysis - \$25K - \$30K
- Narrative + Application – \$25K - \$30K
- Ridership Projections (detailed) - \$30K
- Coordination – Inputting - \$10K - \$15K

The bridge is advancing design to 75% now and the current head house grant should get it to approximately 60% design level. The remaining 40% should be covered under the remaining MGC grant after the BUILD grant application effort.

c) Please provide the estimate and percentage of the costs projected to be funded from other federal, state, local, private contributions or unspent CMF Reserves. (Applicants may include contributions from gaming licensees and private contributions.) Please provide a detailed itemized estimate for each type of funding.

The City of Everett does not have a CMF reserve at this time.

d) Please indicate, through a commitment letter or otherwise, how such other funding will be available for the project. In the absence of a final commitment to such funding, please provide detail on any process needed to secure any non-CMF funding.

The Cities of Everett and Somerville have been working collaboratively with a number of entities to create a financing plan. In addition to non-CMF funding, we have engaged at the state and federal levels and will pursue a federal BUILD grant in the next available funding cycle, either as municipalities or in partnership with a state entity. The next competitive funding round is expected to open this summer. In the first round of awards, announced in December 2018, \$1.5 billion was allocated to projects across the country, with a cap of \$25 million per project and a \$5 million minimum award for projects located in urban areas. The grant program criteria prioritizes projects that demonstrate a public-private financing component and invest in transportation infrastructure. The amount of funding requested through the BUILD grant will complement funding from Encore Boston Harbor, which has agreed to provide private funding towards the bridge if public funding can also be secured. Details on the BUILD grant funding opportunity will be available shortly.

e) Please include a detailed timetable for the TPRS project, including but not limited to, the timetable for planning, for securing additional funds and the timetable to implement the TPRS.

The exact timetable for this project will become more clear as funding commitments are made. However, an estimated timetable based on ongoing efforts is as follows:

2019

Spring

- Anticipated grant award.

Spring/Summer

- Develop BUILD grant application.

Summer

- BUILD grant application due.

Fall/Winter -

- Encore completes 100% design and permitting of Bridge.
- Cities of Somerville and Everett complete 60% design of Assembly head house with option to complete 100% design based on outcome of this grant application.
- Anticipated BUILD grant award decision
- City of Everett completes design and permitting of Northern Strand Path extension.

2020

Winter

- Secure additional funding based on outcome of BUILD grant. Potential partners to include Encore Boston Harbor, Massachusetts Gaming Commission, MassDOT, MBTA.
- City of Everett releases for bid, construction of the Northern Strand Community Path extension from West Street to Encore Boston Harbor.

Spring/Summer

- Mystic River Pedestrian Bridge and Assembly head house released for construction
-

2021

Spring

- Northern Strand Path extension completed

Fall

- Mystic River Pedestrian Bridge and assembly head house completed.

5. MEASUREMENT OF IMPACT

Please describe how you propose to measure the impact of your program including indicators proposed to measure results.

The Cities of Everett and Somerville, jointly with Encore Boston Harbor and the MBTA will be able to measure and monitor the impact of the new bridge and head house through a number of means.

With the extension of the Northern Strand Community Trail scheduled for completion in conjunction with the bridge, the City will have the ability to measure pedestrian and bicycle activity on the trail as it approaches the bridge.

6. IMPACT CONTROLS/ADMINISTRATION OF IMPACT FUNDS

Please provide detail regarding the controls that will be used to ensure that funds will only be used to address the specific 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's internal control structure regarding all grants have been designed to ensure compliance with the federal Office of Management and Budget circulars A-87 "Cost Principles for State, Local, and Indian Tribes", and A-102 "Grants and Cooperative Agreements with State and Local Governments" regardless if the grants are not federal. The control structure ensures all transactions are properly recorded and accounted for, and all transactions are executed in compliance with Laws, regulations, and the provisions of contracts and grant agreements. Some examples of these controls include, but are not limited to: The City's accounting system records all grants and the related grant activity in separate funds, and does not comingle grant activity between grants.

The City utilizes a requisition and purchase order system within the accounting system to ensure expenditures are sufficiently authorized for their intended purpose and adequate funding exists prior to procuring goods or services.

The City individual responsible for the management of the grant will be the only individual allowed to authorize expenditures to the grant, ensuring that only legitimate grant activity is charged to the grant. The City's accounting system automatically controls this process, which is then manually reviewed by the City Auditor's office during the payment processing.

Grant records maintained by the City individual responsible for the management of the grant will be reconciled with the City Auditor's office on a quarterly basis. Any discrepancies identified during this process will be researched and corrected within 15 days from the date identified.

7. CONSULTATION WITH MASSDOT / REGIONAL TRANSIT AGENCY (RTA) / REGIONAL PLANNING AGENCY (RPA) AND NEARBY COMMUNITIES

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

During the past two years, the cities of Boston, Somerville and Everett have been engaged in the Lower Mystic Working Group along with MassDOT, the MBTA, MAPC, the Massachusetts Gaming Commission, the Attorney General's Office and the Encore Casino. This collaborative working group has spent considerable time and energy identifying and analyzing solutions to solving access and mobility issues around Sullivan Square and the lower basin of the Mystic River. It is anticipated that the construction of a Mystic River pedestrian bridge with connection to the MBTA station at Assembly Row will be a key recommendation of the working group. Additionally, other studies including the Everett Transit Action Plan (MassDOT 2016), Lower Broadway Master Plan (City of Everett 2013), MassDOT Bike Master Plan, and others have all recommended or are anticipated to recommend a new Mystic River pedestrian bridge with connection to the Assembly Row Orange Line station.

8. RELEVANT EXCERPTS FROM HOST OR SURROUNDING COMMUNITY AGREEMENTS

Please describe and include excerpts from any relevant sections of any Host or Surrounding Community Agreement. Please explain how this impact was either anticipated or not anticipated in that Agreement.

The host agreement between the City and Everett and the licensee (Encore) contains several specific clauses that address the intent to provide additional access to public transportation and the regional bicycle network.

Section 6, subsection C.1 states that the licensee shall provide "fixed route shuttle bus service to and from the project and the MBTA Orange Line."

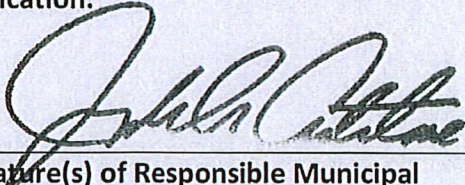
Section 6, subsection A.4 states that "a below grade connection beneath the MBTA Commuter Rail tracks will be developed and will include pedestrian and bicycle accommodations to the project site, allowing for an extension of access to the linear park system along the Mystic River and as may be expanded as a Riverwalk along the project waterfront.

Section 6, subsection C.5 addresses public transportation access and states that the licensee will provide "fixed route shuttle bus service to and from the project and the MBTA Orange Line." It also states that Encore will provide access from "The City/DCR park and pathway system to the project to allow pedestrian and bicycle access to and from the Wellington Station on the MBTA Orange Line.

It should be noted that construction of a Mystic River pedestrian bridge and access to the Assembly Row Orange Line station via a new head house as described in this application will have a significant a positive impact on transit accessibility to the project site that would far exceed the conditions cited above and mitigate at least some of the need for shuttle bus service to and from the site.

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.

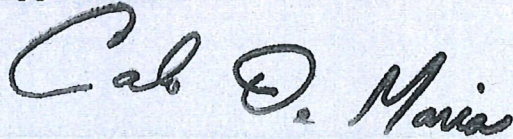


Signature(s) of Responsible Municipal
Official(s)/Governmental Entity(ies)

1-31-19
Date

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 of Responsible Municipal
Official/Governmental Entity

Date