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COMMUNITY MITIGATION FUND

APPENDIX D

2020 Transportation Planning Grant Application

BD-20-1068-1068C-1068L-46130

Please complete the entire application.

☐

Check if a joint application

Town of West Springfield

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

Main Street Complete Streets Project

2. **PROJECT NAME (limit 10 words)**

This project will design a Complete Streets roadway for the Main Street corridor which connects the Merrick Neighborhood to the two primary travel routes through West Springfield to the MGM Casino. This will include improved and safer access to public transit, pedestrian circulation bicycling accommodations and traffic calming.

3. **BRIEF PROJECT DESCRIPTION (limit 50 words)**

Mayor's Office

4. **DEPARTMENT RECEIVING FUNDS**

Sharon A. Wilcox, Chief Financial Officer

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

26 Central Street, West Springfield, MA 01089

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

(413)263-3025 swilcox@tows.org

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

N/A

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

William C. Reichelt, Mayor

9. **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

10. **ADDRESS OF INDIVIDUAL(S) AUTHORIZED TO COMMIT FUNDS ON BEHALF OF MUNICIPALITY(IES)/GOVERNMENTAL ENTITY(IES)**

(413)263-3041 wreichelt@tows.org

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

MGM Springfield

12. NAME OF GAMING LICENSEE

1. IMPACT DESCRIPTION

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

The transportation impacts attributed to the operation of the gaming facility are increased vehicular, bicycle and pedestrian activity to the Main Street corridor from patrons and employees visiting the casino site. This additional traffic directly impacts the safety and transportation operations of the Main Street corridor connecting the two primary travel routes through the community to MGM. This roadway is used as a cut through from Park Avenue to Memorial Avenue and then the Memorial Bridge at times when there is traffic congestion at the North End rotary and Bridge (connectors to Route 5, I-91 and I-291). During these times Main Street is used as an alternate route to Route 5 or Plainfield Street/Main Street in Springfield. Therefore, during heavy traffic which can be caused by special events, commuter traffic and/or accidents, Main Street acts as an alternate route to/from the casino rather than Route 5 or I-91. Appendix A is a map depicting the Main Street project area.

In addition to this there are 23 side streets that intersect with Main Street. This comprises the Merrick area of Town, an Environmental Justice area consisting primarily of multi-family homes with a residential population of 3,182 residents (2010 Census), which is approximately 11% of the Town's population. This area is closer to MGM Springfield than most residential neighborhoods in the City of Springfield. See Appendix B for map depicting one and two mile radiuses from the casino. People in this area rely on public transportation, walking and bicycling in addition to single occupant vehicles. Due to this area's close proximity to the casino public transit, bicycling and walking or a combination of these are ideal transportation choice alternatives to help alleviate vehicular traffic congestion. This project will support achieving the Transportation Demand Management strategies in the Final Environmental Report (FEIR) and help achieve mode share targets to reduce single occupant vehicle trips to/from the casino.

The improvements proposed and needed to the Main Street corridor will address the multi-modal needs of the area which is situated two miles or less from the Casino. Improvements will provide transportation choice opportunities for employees and/or patrons of the Casino that will assist in achieving the multi-modal goals of the MEPA Certificate, utilize the new infrastructure surrounding the casino, reduce vehicular trips to/from the casino and improve traffic operations/safety along the corridor.

2. PROPOSED USE OF TRANSPORTATION PLANNING FUNDS (Please attach additional sheets/supplemental materials if necessary.)

a) Please identify the amount of funding requested.

The Town is requesting a transportation planning grant of \$200,000 from the Community Mitigation Fund to assist with designing a project addressing impacts to Main Street. These funds, in their entirety, will be used to contract with an engineering firm to develop improvements to the 25% level based on the Massachusetts Department of Transportation (MassDOT) highway design process. Products of the effort will be consistent with a 25% design submittal to MassDOT. Therefore, depending on how the Town decides to eventually fund construction, the Town can advance the product of this grant through the Transportation Improvement Program (TIP) or through a municipal design process for the development of bidding documents. The Town has solicited general order of magnitude fee proposals from three engineering firms (copies of each are attached in **Appendix C**). These proposals range from \$192,300 - \$269,555. If the Gaming Commission entertains this application for funding the Town will request more detailed engineering scopes and fees that will be submitted for review by the Commission. The Town is committed to funding any costs above and beyond the \$200,000 grant request with municipal funds.

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

All funds will be used to develop a 25% project design package consistent with MassDOT 25% design submittal requirements. The scope is a Complete Streets roadway project for the Main Street corridor from the intersection of Park Avenue (limits of Park Avenue and Park Street Complete Streets design) to the intersection with Bresnahan Street and Bridge/New Bridge Streets (limits of the Memorial Avenue Complete Streets Design). Main Street is a two lane urban minor arterial approximately 1 mile in length. This roadway has numerous residential side street intersections with multi-family homes and is within an Environmental Justice area. A project location map is provided in **Appendix A**. This will include roadway improvements such as roadway milling resurfacing, improved pedestrian crossings, sidewalk replacement where needed, bicycle accommodations, improved access to transit and traffic calming. Products will include 25% design plans following the MassDOT Highway design process, design report, cost estimate, preliminary renderings as well as public and internal meetings as needed. The improvements will be consistent with the Town's Complete Street Ordinance and improve traffic flow and safety for all users of the roadways.

The total project budget will depend upon the consultant selected and is in the range of \$192,300 - \$269,555.

Once the notice to proceed is given to an engineering consultant it is estimated that it will take up to 14 months to complete, dependent on weather conditions for traffic data collection and survey.

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 operation of a gaming establishment.

Attached in **Appendix C** are the three fee proposals recently solicited by the Town. As previously mentioned, more detailed scopes and time tables will be solicited from the firms during the application review process. The Town is committed to advancing products of the grant into final construction documents.

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

The improvements proposed and needed to the Main Street corridor will address the multi-modal needs of the area which is situated two miles or less from the Casino. Improvements will provide transportation choice opportunities for employees and/or patrons of the Casino that will assist in achieving the multi-modal goals of the MEPA Certificate, utilize the new infrastructure surrounding the casino, reduce vehicular trips to/from the casino and improve traffic operations/safety along the corridor.

The West Springfield Housing Production Plan (December 2018) indicated "It's estimated that 2,249 people live and work in West Springfield, while 10,910 individuals live in West Springfield and commute out of West Springfield to work. Almost 90% of those commuting to work travel in an automobile, while smaller percentages walk, bike or rely on public transportation. It's important to note though that 83.7% of workers that reside in renter-occupied housing units use public transportation to commute to work. Due to this reliance, it may make the most sense to locate future affordable rental housing in close proximity to transit lines." **Appendix D** includes excerpts from the report. Many multi-family houses in the community are rented or have a rental component to them. Therefore the population in this area relies on public transit as well as bicycle and pedestrian transportation. Please note that the transit vehicles in this area are equipped to carry bicycles on the buses that provides for multi-modal transportation.

The Age & Dementia Friendly DRAFT Community Assessment & Action Plan indicates the following, "With more drivers, pedestrians and cyclists it is imperative cities and towns seek to keep roadways, walkways and bike paths safe for all. The adoption of Complete Streets Policies in West Springfield safeguards projects and designs are planned, designed and implemented to ensure safe and comfortable multimodal transportation (auto, bike, pedestrian, etc.)." The document also mentions that "The Commonwealth of Massachusetts has developed the following set of ten "Sustainable Development Principles," which taken into consideration pair well with the philosophy of the Age Friendly movement:" one of which is to **"Provide Transportation Choice."** Also, strategies identified include "Implement complete streets policies when completing road improvements and increase walkability in the Union and Main Street corridor of West Springfield." **Appendix E** contains excerpts from the document.

The project will be for the design of Complete Streets transportation improvements within the municipal roadway right-of-way to help alleviate additional traffic generated by the MGM casino and make transportation options more attractive and safer. This street is a critical link between two existing projects under design that are major travel routes to/from the casino. If there are traffic congestion issues on the North End bridge, Main Street is used as an alternate route to the casino with its connection to Memorial Avenue and the Memorial Bridge. This project will improve safety along the corridor and promote modes of travel other than passenger vehicles. Since this is an Environmental

Justice area there are many residents that live on the intersecting side streets that rely on public transportation, walking and bicycling as modes of travel. This project will enhance these modes of travel and encourage them as a means to go to the casino. This area is only 1.5 to 2 miles from the casino making these travel alternatives attractive. The neighborhood served is closer to MGM Springfield than many residential neighborhoods in Springfield as shown in Appendix B.

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.

Main Street connects and the two major travel routes to/from the casino which are Route 20 and Route 147. It also parallels Route 5 which is a State roadway providing access to the casino area. Main Street is an attractive cut through roadway to avoid Route 5 in West Springfield.

The original traffic study for the casino primarily focused on processing volumes of passenger vehicles through the study area but didn't necessarily focus in detail on unanticipated impacts to other modes of travel such as walking, bicycling and transit or this roadway's connection to the major travel routes. This roadway is situated 2 miles or less from the casino site. It is within a 12 minute bicycle ride or less than a 40 minute walk to the Casino. In addition to this it provides direct access to transit routes that have buses equipped to carry bicycles. The corridor is serviced by the Pioneer Valley Authority R10. See Appendix F for walking, bicycling maps and transit maps.

Therefore, this project will address the additional traffic volumes, operational and multi-modal impacts to the Main Street corridor resulting from additional casino traffic and allow for improved opportunity for transportation choice. The Town wants to continue to be pro-active and maintain traffic flow through this area while preserving public safety and advancing Complete Streets infrastructure consistent with its ordinance and prioritization plan. The Town will use all funds from this grant to help design improvements to the corridor to enhance transportation options, consistent with past planning activities.

4. INTERNAL CONTROLS/ADMINISTRATION OF FUNDS

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

All funds received from this grant will be used exclusively on the contract between the Town and the selected consulting engineering firm for one of the 3 proposals included in Appendix C. When awarded the grant, a copy of the final executed contract between the Town and the firm 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.

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

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

A letter of support from the Pioneer Valley Planning Commission is included for this project in Appendix G. There have been various planning efforts for this area conducted by the PVPC and the Town. The Town has done extensive work with the Planning Commission in this area. The Merrick Memorial Neighborhood Redevelopment Plan 2004 and the Phase II Study completed in 2014 addresses this area with complete streets attention to the project area. Main Street improvements are included in the Town Complete Streets prioritization plan. Excerpts from these studies are included in Appendix H.

If approved for project funding, MassDOT will be consulted during the design process.

6. MATCHING FUNDS FROM GOVERNMENTAL OR OTHER ENTITY

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

The Town of West Springfield will contribute any additional funds beyond the \$200,000 requested to complete this project. Town currently has these funds available and will reserve them for this project. Please note the Town has supplemented funds awarded by the Gaming Commission with municipal funds for prior year awarded projects.

7. 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 the Main Street corridor. Only the Memorial Avenue corridor was part of the agreement, see Appendix I. The MEPA Certificate dated December 31, 2014, for the final Environmental Impact Report did not include transportation improvements to this project area, which is part of a primary travel route to/from the casino.

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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 are no transportation mitigation measures to the Main Street corridor that are required to be completed by the licensee. The Off-Site infrastructure improvements are primarily within the City of Springfield with the exception of work on the Memorial Bridge which is not part of this project area.

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.

The MEPA Certificate dated December 31, 2014, for the final Environmental Impact Report did not include this project area. The roadway connects major travel corridors (Route 20 and 147) that are primary travel routes to/from the casino.

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

The original traffic study for the casino primarily focused on processing volumes of passenger vehicles through the study area but didn't focus in detail on unanticipated impacts to other modes of travel such as walking, bicycling and transit. Therefore, we feel there will be additional traffic volumes, operational and multi-modal impacts to the study area resulting from additional casino traffic were not completely addressed in this area.

As part of the MEPA finding, Transportation Demand Management strategies will be implemented at and in the vicinity of the casino that will support transit, bicycle and pedestrian modes of transportation. This project will provide a means to support these modes of transportation traveling to the casino so that TDM infrastructure at and immediately surrounding the casino is utilized to the maximum extent practicable.

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.

As previously mentioned Transportation Improvements for this project were not included in the MEPA Certificate or surrounding community agreement. This roadway connects two of the major travel routes that were part of the Environmental Impact Report. The project will provide transportation improvements for multiple modes of Transportation such as vehicles, bicyclists, pedestrians and transit and connect two similar projects in design.

The final MEPA Certificate indicates that the project proponent has a Transportation Demand Management (TDM) program to reduce single occupant vehicle trips. Mode Share targets are:

Casino/Hotel Employees – 2.0% public transit and 16% Pedestrian/Bicycle

Casino/Hotel Patrons – 2% Public Transit and 0.5% Pedestrian/Bicycle

Complete Streets improvements as part of the project will help enhance bicycle, pedestrian and transit accommodations in the study area and help make access to these modes safer and more attractive. With this area in close proximity to downtown Springfield, the improvements will support the mode shift targets above. The project area is approximately 2.0 miles or less from the casino site, therefore making it a primary bicycling, pedestrian and transit route to/from the casino. Improvements under this project will support the TDM strategies for the casino and support the infrastructure that will be installed at and surrounding the site.

**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

1/30/20

APPENDIX A

PROJECT AREA MAP

MAIN STREET



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 |
| ... Paper Street | — Old Lot Lines |
| — 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.



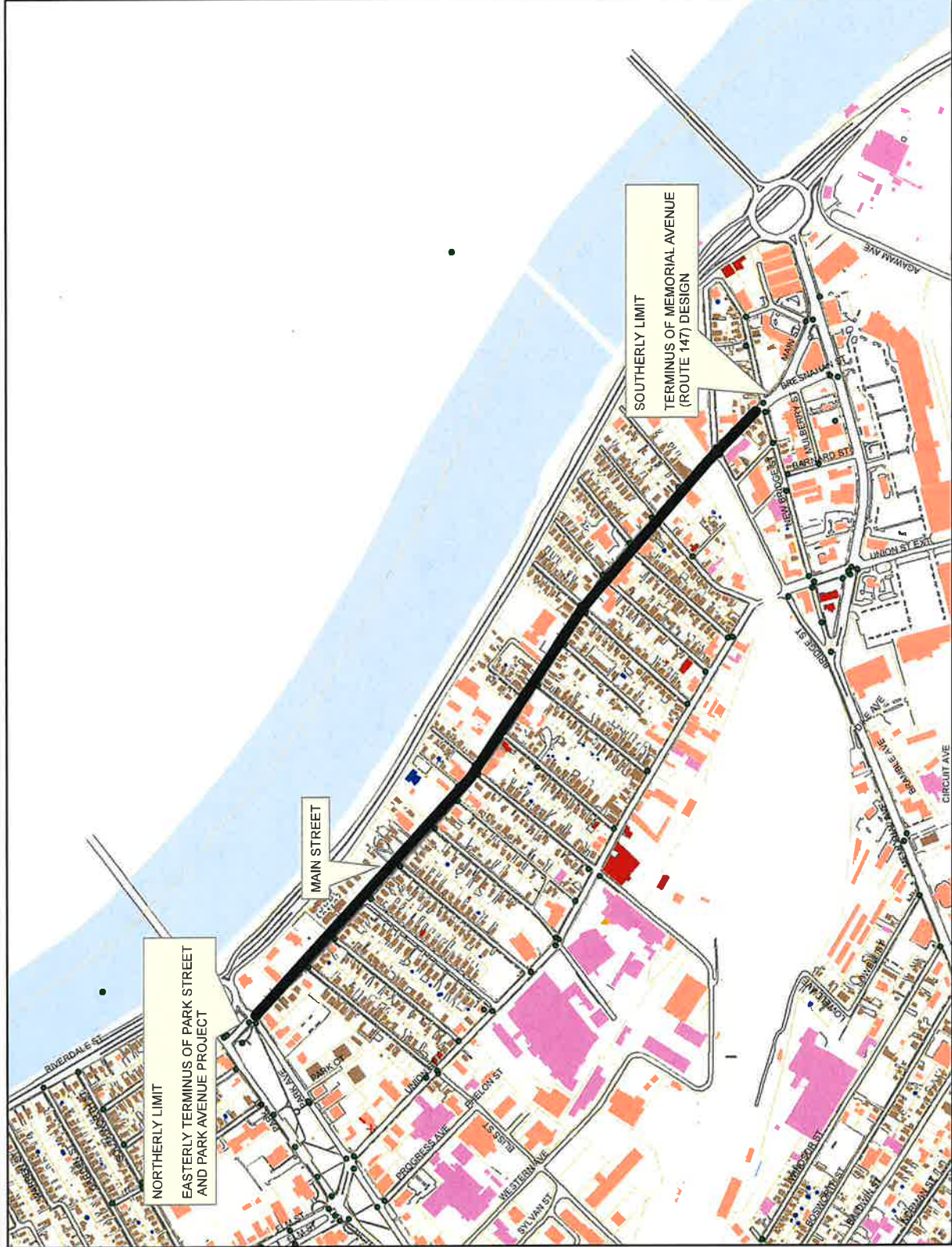
1 inch = 614.661242 feet

Town of West Springfield, MA, GIS

2011 Aerial Photo © DigitalGlobe, Inc. All rights Reserved

Created By: jps@td

Date: 1/29/2010



APPENDIX B

CASINO RADIUS MAP

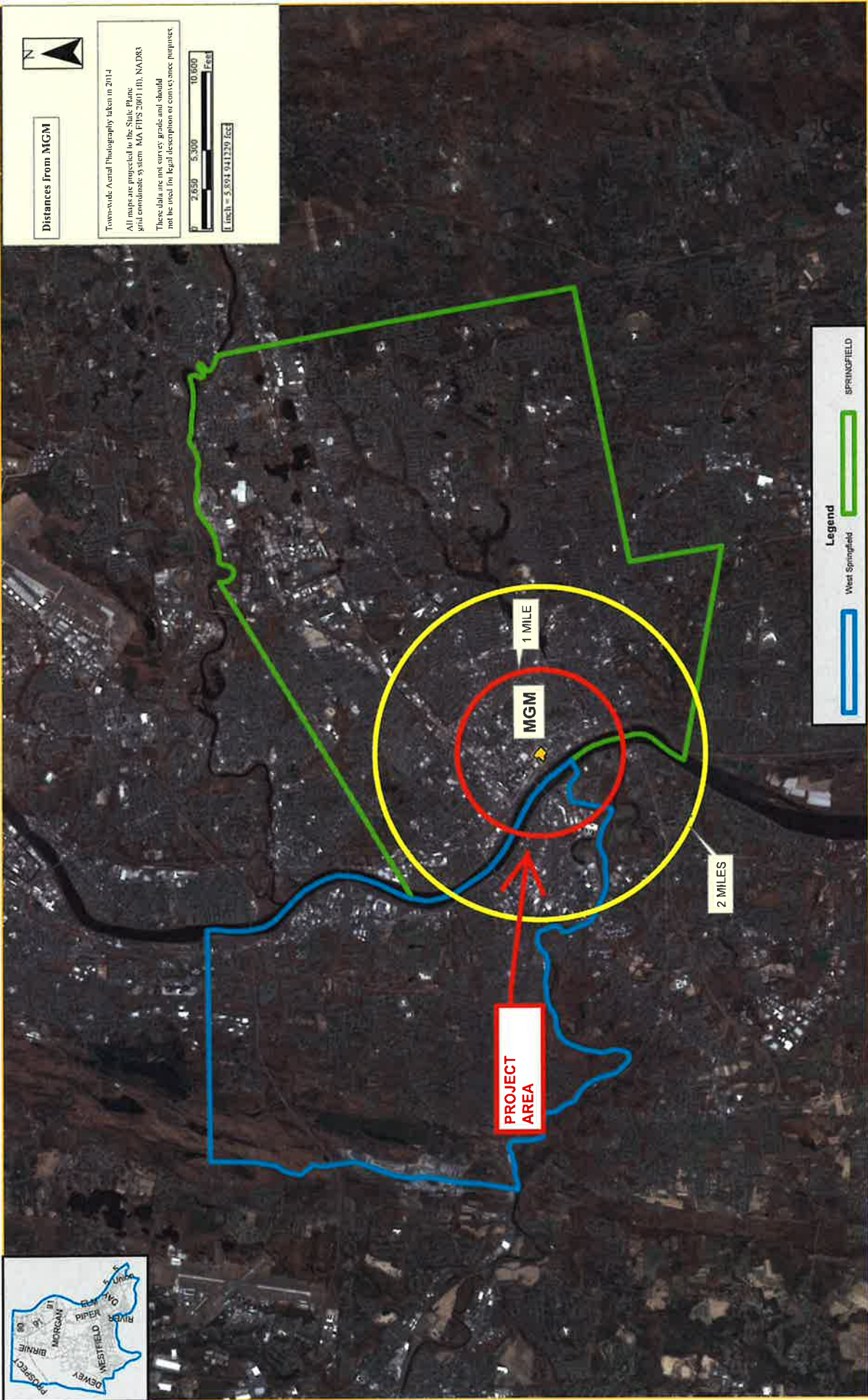


Distances from MGM

Town-wide Aerial Photography taken in 2014
All maps are projected to the State Plane
grid coordinate system MA FIPS 2001 100, NAD83
These data are not survey grade and should
not be used for legal description or conveyance purposes



1 inch = 5,894.941729 feet



APPENDIX C

CONSULTANT SOLICITATION AND PROPOSALS



FUSS & O'NEILL

January 27, 2020

James J. Czach, P.E., Town Engineer
Department of Public Works
Town of West Springfield
26 Central Street, Suite 17
West Springfield, MA 01089

Re: **Proposal for Professional Design Services**
Main Street Complete Streets – Project Development & 25% Plans
West Springfield, MA
F&O Reference No. 20180494.A30

Dear Mr. Czach:

Fuss & O'Neill, Inc. is pleased to provide you with our professional surveying, transportation, planning, and engineering services to study the options for Complete Streets improvements on Main Street from Park Avenue to New Bridge Street. The project will be designed to augment the network of corridors enhancing multimodal access to MGM Springfield to be eligible to receive funding from the Massachusetts Gaming Commission Community Mitigation Fund for a 2020 Transportation Planning Grant.

Project Team

This project will be managed by Stephen J. Savaria, PE, PTOE out of our Springfield, MA office. It is our company policy to assign a dedicated design team to maintain consistency, increase efficiency and team collaboration, and reduce design errors by having the project change hands. This team was specifically chosen based on experience and expertise within their specific field of design practice. The multidisciplinary team include the following key staff members for this project (among others):

- Nicholas J. Lapointe, P.E. - Complete Streets Project Manager
- Matthew Taylor, P.E. - Senior Transportation Engineer
- Jon Allard, PLA – Senior Landscape Architect
- Aaron Keegan, EIT – Lead Traffic Engineer & Planner
- John Deskavich, EIT, ENV SP - Transportation Engineer

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Maine
Massachusetts
New Hampshire
Rhode Island
Vermont

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January 27, 2020

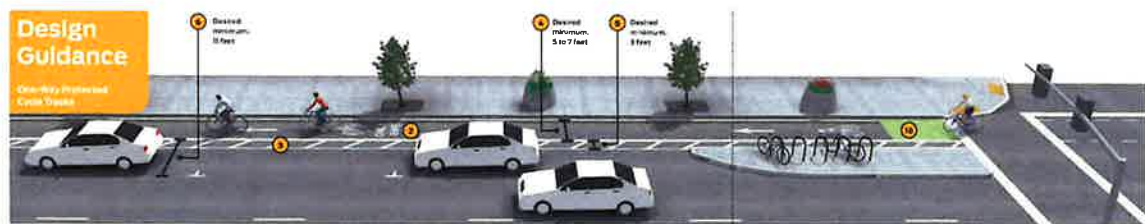
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Project Objective & Proposed Process

The primary purpose at this stage in the project will be to conduct a full topographic survey and traffic data collection to support a preliminary evaluation of design alternatives for Complete Street type improvements on Main Street. These improvements will be intended to fulfill a purpose and need consistent with requirements to be eligible for funding by the Transportation Planning Grant. The final deliverable will be a concept plan and design justification report suitable for initiation of a MassDOT TIP project at the 25% stage or proceed with other design/construction funding sources.

The alternatives will compare roadway layout/geometry, available Right-of-Way, impacts to buildings access, bicycle/pedestrian accommodations, parking, street lighting and order of magnitude construction cost for each alternative. The end result at this stage of design will provide the needed data for the Town of West Springfield to make an informed decision on the preferred alternative and type of funding sources to pursue for both design and construction. The concept plan and supporting documentation will also enable the Town to proceed jointly with a MassDOT Transportation Improvement Program (TIP) project and/or explore other funding options. Main Street is on the eligible list to receive Surface Transportation Program funding through Federal Highway/MassDOT via the TIP.

With the above in mind, we will be specifically focusing on the needs of pedestrian, bicycle, and transit modes due to heavy demand they place on the roadway corridor. Providing safe non-vehicular travel facilities will be vital to ensure sustainable transportation is promoted on Main Street and the Merrick neighborhood. Because of the unique challenge of accommodating high volumes of pedestrians and bicycles, the design will employ state of the art urban complete street elements and strategies while being sensitive to the context and character of the community. At the northerly and southerly project limits, the project will be designed to provide systematic transition to the improvements currently under design for Park Avenue and Memorial Avenue with similar funding sources.



NACTO Urban Bicycleway Design Guide, 2013



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We understand that it will be important to create a strong partnership with local officials and residents if this project is to proceed to apply for MassDOT or other public funding. We will work with you to develop a strategy to include the Town at specific milestones of this project lifecycle without compromising the goal at this stage of the project which is to ultimately develop a preferred alternative and construction cost estimate to be used regardless of the funding source and year of implementation.

Scope of Services

The basic services we will provide include topographic survey, data collection, and initial concept alternatives that will support a 25% MassDOT Design/funding application if the Town decides to pursue that source.

Task 100 Project Initiation & Meetings

We will meet with Town staff and F&O design team. Opportunity to discuss project goals, concerns, schedule, and more finite design principals. Also discuss our design process and any other expectations DPW officials may have.

We have included time for two (2) design review meetings to review alternatives, limits, and ongoing objectives with the Town.

Task 105 Project Planning & Alternatives Analysis

105.1 Establish Design Criteria

Establishment of Basic Design Controls and Evaluation criteria such as;

- Roadway Context, Roadway Users and Speed, Transportation Demand, Design Speed, Design Vehicles, Sight Distance

105.2 Intersection Analysis

- Summarize traffic volumes; prepare weekday AM and PM Level of Service (LOS) analysis for the three major intersections for the existing condition (2020) and future year (2030). LOS Analysis will be conducted using Synchro Professional software, version 10. Prepare Existing, future No Build and Build Conditions, LOS summaries, and include 95th percentile queue analysis.

105.3 Develop Design Alternatives and Opinions of Costs

Based on initial input from the Town during the kick-off meeting, we will develop sketch plans of proposed improvements. We will show different alternatives of horizontal geometric

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roadway layout along Main Street and at side street intersections. Specific focus to areas will also be included for each alternative:

- Bicycle/Pedestrian Accommodation
- Utility Impacts
- Lighting Enhancements
- Transit Operations
- Safety Improvements

Alternatives will likely vary most in regards to location, size, and type of bicycle lanes, parking, bus stops, and pedestrian crossings and the interaction with adjacent private building thresholds and other infrastructure features (i.e., stairs, railings, entrances, etc.). Preliminary drainage and traffic calming features will also be shown on the concepts. **We assume three (3) design alternatives shall be developed to a sketch level.**

- Develop opinions of probable construction cost for each alternative to help in the decision making process. We will coordinate with your office on additional infrastructure improvements (such as replacement of a water main) that may be considered for the project if applicable to the probable funding sources.

Task 110 Public Outreach

A public presentation of the alternatives will be performed to allow public input from residents, stakeholders and other municipal officials.

Meeting Attendance and presentation

- Prepare display (illustrative) plans for the presentation, including a written description of the project, and attend the meeting. We have assumed the Town will make arrangements for meeting location, setup, and advertisement.
- Deliver electronic PowerPoint presentation of the project. Field Question and Answer session and public input.

Task 120 Base Plan Preparation & Data Collection

In general, the survey shall begin at Park Avenue/Main Street intersection and extend southerly approximately 5,200 ft. along Main Street, ending at the intersection with New Bridge Street. Intersecting streets shall be surveyed approx. 50' from Main Street. The following additional tasks will be performed relating to data collection and base map preparation:

Review and compile existing information for the Project Area



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- Existing utility plans and data.
- Existing street layout and property line information.
- Assessor's plans and property owner's information.
- Underground public infrastructure such as gas, water, sewer, drainage, electrical and communication systems.

120.1 Field Survey

Conduct a topographic/detail survey of the project area including:

- Provide vertical and horizontal control points throughout the project area. Horizontal control will be based on the NAD 83 datum, and vertical control will be based on NAVD 88 datum. Benchmarks will be set at 500-foot intervals.
- Prepare plans to show curb lines, edge of pavement, driveway locations, side street locations, aboveground utilities and utility structures, other roadside features (poles, guardrails, stone walls, etc.), traffic signs, edge of woods, and landscape details (including individual trees greater than 6" in diameter that are between the edge of the woods and the existing edge of pavement). Locate the subsurface boring location, locate house fronts as specified above, and locate and show wetland/rivers act flagging placed by others within the project area.
- Indicate the location, size, and type of all existing utility lines, pipes, and cables within the project area, including the inverts of all gravity flow pipes.
- Prepare base plans of roadway depicting information gathered, including existing street layouts based on plans of record, abutters' property lines, and information based on the current assessors' plans.
- Prepare a digital terrain model of the project area and produce contours on the base plans to specified interval.
- Deliver a hard copy of the base plans at a scale of 1"=20' an electronic drawing in AutoCAD format prepared to MassDOT guidelines.

Boundary and property line information shall be acceptable for the Town to prepare instrument and legal documents during easement and layout alteration activities should they be needed.

120.2 Existing Condition Field Inventory & Photo Log

- We will take the existing base map compiled under task 120.1 and verify existing features.
- We will also take photos of surface features to properly document existing conditions, especially sidewalk connections to buildings, steps, railings, landscaping, and above ground utilities.



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120.3 Traffic Counts & Data Collection

- It is necessary to confirm that traffic volumes and vehicle classifications can be supported by a complete street style of design. We will collect Automated Traffic Recorder (ATR) counts at three locations on Main Street for 72-hours to collect hourly volume, speed and vehicle classification data.
- AM/PM peak period intersection turning movement count (TMC) will be conducted at the intersections of Main Street with:
 - Bliss Street
 - Day Street
 - Bridge Street
- It is understood that traffic data has been collected for the adjacent projects. We will coordinate with the Town and the Town's consultant to obtain that data for our use.
- Compilation and summary of intersection crash data for the most recent three years based on review of the available MassDOT Crash Portal database.

120.4 Geotechnical Services

Roadway pavement cores

- Prepare a pavement boring plan for subcontract
- Obtain Pavement core samples at three (3) locations along Main Street pavement core in order to determine existing pavement structure and develop a new pavement design under MassDOT and AASHTO guidelines. A sample of roadway subbase material will be obtained at each pavement core.
- Make field observations during pavement coring. Assumes one day of field work

Task 130 Concept Renderings

- We will develop a final detailed rendering of the singular preferred alternative chosen based on recommendations from this study and review and input from the Town.
- We will develop 3D graphic visualizations of what the proposed corridor cross section will look like for final preferred alternative.

Task 200 Functional Design Report

This task is for preparation of the FDR that discusses the existing and projected traffic conditions with and without proposed improvements. Information will include all requirements stated under



James J. Czach, P.E.

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Section 200 in the MassDOT Standardized Scope of Services Guidance Document (dated January 21, 2014). The report will include the following discussion and sections:

Establish Purpose and Need

- Establish purpose and need statement of the project.

Public and Agency Outreach

- Conduct public and agency outreach for the project to ensure that the project meets its intended purpose, benefits from the input and feedback from interested citizens, local and regional groups, and elected officials, and maintain strong support. General public outreach guidelines and tools are described in Section 2.9 of MassDOT Project Development and Design Guide.

Evaluate Existing Conditions / Context

Provide a narrative of the existing study area including lane configurations, key dimensions, design speed, posted speed, Speed Regulations, functional classification, environmental constraints, Roadway context, roadway users, etc. Include a project locus map.

Prepare Traffic Volumes

- Provide an assessment of data to determine factors for background growth and seasonal adjustments. Prepare the future design volumes.

Conduct Safety Analysis

- Collect, tabulate, and analyze the crash data and document trends and causes. Prepare crash rate work sheets, collision diagrams, collision mapping as required. Review safety with respect to the Safety Review Prompt List or conduct a Road Safety Audit based on HSIP eligibility.

Operational Analysis for Existing Conditions

- Determine Peak-Hour Factor, Truck Percentage, and applicability of pedestrian phasing. Determine, tabulate, and discuss Level of Service, volume-to-capacity ratio and vehicle delays in accordance with MassDOT's A Guide on Traffic Analysis Tools and average and 95th percentile Queue calculations. Analyze Existing Traffic Volumes (No Build). Perform operational analysis for the following roadway components:

Signalized Intersections

Un-signalized Intersections

Roundabouts

Present LOS results graphically.

Establishment of Basic Design Controls and Evaluation Criteria

- Establish basic design controls such as:
 - Roadway Context
 - Roadway Users
 - Transportation Demand
 - Measure of Effectiveness



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Design Speed

Sight Distance

Establish evaluation criteria for accessing each alternative.

Development of Alternatives

- Provide a discussion of alternatives considered. Alternatives should be developed using the design guidance provided in the MassDOT Project Development and Design Guide. Develop alternatives to comparable levels and present in an evaluation matrix.

Operational Analysis for Future Conditions

- Analyze Future Traffic Volumes (in both No-Build and Build). Where volume and geometric conditions allow, evaluate roundabout alternative in addition to traditional intersection design. Perform operational analysis for the following roadway components:

Signalized Intersections

Un-signalized Intersections

Roundabouts

Present LOS results graphically.

Preferred Alternative

- Provide a detail description and graphical presentation of the preferred alternative. Include a discussion how selections of the following were made.

Typical Sections

Horizontal and vertical alignment

Clear Zone

Bicycle / Pedestrian accommodation

ROW impacts / Mitigations

Environmental impacts / mitigations

Safety Improvements

Complete Streets

- Document how the project addresses bicycle and pedestrian accommodation in accordance with Complete Streets policies and the principles of the Project Development and Design Guide and associated Engineering Directives. Address desirable accommodation parameters and the context and impacts associated with the selection of the project cross-section.

Green DOT

- Document how the project addresses the three primary goals of the Green DOT Policy Directive, P-10-002.

Traffic Management

- Prepare a Construction Management Outline providing a description of all major construction components of the project and how vehicle, pedestrian, and bicycle accommodations will be maintained.

Construction Cost

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- Provide an estimated construction cost.

Conclusion and Recommendation

- Provide a conclusion and recommendation.

Report Preparation

- Prepare a report detailing the various design alternatives with appropriate graphics, descriptive text and cost estimates justifying the recommendations presented.

Task 300 MassDOT 25% Design Submission

This task will be to develop a full 25% submission plan that could be ready to submit to MassDOT if the Town decides to proceed with TIP funding source. This major milestone represents the largest portion of design work throughout the project lifecycle and, once submitted, will increase the likelihood of funding allocation through the MPO. All plans and documents for submission will be developed based on the preferred alternative selected by the Town and agreed upon by MassDOT under Task 100. This task does not include services that are typically required after the project is submitted to MassDOT (such as responding to comments, scheduling, etc)

Typical Roadway Sections

- Make revisions to the typical roadway section based on pre-25% design comments.

Develop Preliminary Horizontal Geometry

- Develop additional plan details of curb line, lanes, curb radii, and modifications to curb ramps at intersection and crosswalk locations if any of the above is to be proposed.
- Finalize realignment and geometric changes required for the roadway relocation. Identify area of tree belt disturbances and grading impacts. Show locations of guardrails and end treatments.

Develop Preliminary Vertical Geometry

- Assuming mostly milling and overlay with minor areas of full depth pavement reconstruction, prepare centerline profile of Main Street in the project area. Profile is assumed to follow existing with minor adjustments as needed to improve drainage and meet minimum AASHTO/MassDOT/FHWA controlling criteria for vertical geometry.

Roadway Pavement Design

- Review existing pavement condition.
- Prepare the pavement design checklist and pavement design report, as required by MassDOT, based on pavement cores obtained in Task 120. The report will show calculations based on projected vehicular loadings to determine the proposed pavement sections and thickness.

Construction Details



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- Develop details for curb cuts at crosswalk locations needing improvement or upgrade, drainage features, other special details relating to utility replacements, and other landscape features.

Hydrological Studies

- Investigate hydrological characteristics of rivers and streams in the vicinity of the project based on storm frequencies commensurate with roadway functional classification and MassDOT standards. Prepare calculations to determine the size of opening to accommodate the design flows. Hydraulic analysis will be conducted for the replacement of the drainage system where required on Main St.

Preliminary Drainage and Utility Studies

- Investigate project impacts on existing surface and closed drainage systems. Evaluate hydraulics and structural adequacy of existing culverts. Establish preliminary limits of proposed open and closed drainage system improvements and outlet locations.
- We will prepare a Stormwater Management report that includes hydrologic computations of the contributing watershed area utilizing publically available data. Peak flows will be used for hydraulic computations to size storm pipes. Additionally, we will reference guidance in the MassDOT PDDG (Chapter 8) for design year storm and methodology for storm analysis. This report shall be available to MassDOT if requested; however, it is intended to only be used for internal documentation.
- Drainage inverts will be calculated for design only. Inverts shall be shown on the 75% design plans.

Preliminary Signs and Markings

- Develop preliminary plan details of traffic signs and pavement markings.

Preliminary Traffic Management Plan

- Prepare a TMP that shows the proposed traffic controls during the construction period, including any phasing of work that might be done.
- At this time, we assume that no long-term roadway closure, resulting in the need of a detour plan, shall be required.

Preliminary Roadway Cross Sections

- Develop roadway cross-sections at 50-foot intervals (others included at critical areas), using AutoCAD Civil 3D, showing the proposed roadway elevations, cross-slope, side slopes at shoulders, and other roadside stability and drainage features proposed.

Preliminary Right-of-Way Plans

- It is assumed that the proposed improvements will require temporary and permanent easements. At this time we will show only areas where easements are needed. Preparation of a full preliminary 25% right-of-way plan submission according to State ROW manual is not included. If the town decides to proceed with the TIP process this may be provided for an additional fee.

Preliminary Construction Cost Estimate

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- Prepare the itemized cost estimate based on the 25% plans.

Quality Control (QC) Review

- Perform review of the quality and accuracy of the documents to be presented to MassDOT to ensure that they are prepared in accordance with the Guidebook, the Standard Specifications for Highways and Bridges, and the most recent Supplemental Specifications, Standard Nomenclature, and Engineering Directives.

Construction Contract Time Determination (CCTD)

- A full Construction Contract Time Determination (CCTD) performed by a scheduler is not required until the 75% design

Submission Checklists

- Complete 25% Traffic and Safety Engineering Checklist
- Complete 25% Highway Design Review Checklist
- Complete 25% Early Environmental Coordination Checklist (EECC) with supporting documentation
- Complete Water Quality Data from (25%)

Preliminary Plans Assembly and Submission

- Assemble plan sheets in format suitable for the Town to submit to MassDOT if needed.
- Deliverables to be submitted to the Town and MassDOT include: 25% plans, Functional Design Report, 25% Design Review Checklist, Traffic Safety Checklist, Early Environmental Coordination Checklist, and Water Quality Data Form, Color Utility Plans/CD's

Assumptions

1. Design plans will be suitable to continue to submit a full 25% submission to MassDOT along with supporting documents (checklists, forms, calculations, etc).
2. Post-25% submission tasks typically provided to advance MassDOT project development beyond the preliminary design phase, such as utility coordination, response to 25% review comments, comment resolution discussion and meetings, and design public hearing, are not included and can be scoped under a final design agreement.
3. Preparation of preliminary ROW plans are not included as the number and type of easements that may be needed are not known at this time. We will show locations that TE's/PE's are needed on the construction plans.
4. MassDOT project initiation tasks are not included, but can be provided to start the project development process under an amendment to this agreement should the Town wish to pursue federal or state construction funding for the project.



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Schedule

A tentative schedule of milestones assuming the critical path for design with approximately two (2) week of DPW review at each stage is as follows:

2-4 Weeks	Project Initiation & Meetings
8-12 Weeks	Survey Base Plan
4-6 Weeks	Alternatives Analysis
2-4 Weeks	Public Outreach
2-4 Weeks	Functional Design Report
4-5 Weeks	Concept Renderings
15-20 Weeks	MassDOT 25% Design Plans

Fees

Fuss & O'Neill proposes to provide professional services on a lump sum basis for a fee of **\$192,300**. This does not include further initiating the project with MassDOT, but does include preparing a plan set that would be suitable as 25% submission to MassDOT. Terms and conditions related to providing these services to the DPW are contained in our Agreement for on-call services with the Town of West Springfield dated May 15, 2019 (Contract #19-401-006-1).. Additional services outside of this Scope can be provided as Additional Work on an hourly rate basis with prior written authorization.

Task Description	Fee
Task 100 - Project Initiation & Meetings	6,100.00
Task 105 – Project Planning & Alternatives Analysis	33,900.00
Task 110 - Public Outreach	4,400.00
Task 120 – Base Plan Prep. & Data Collection	57,300.00
Task 130 – Concept Renderings	10,500.00
Task 200 – Functional Design Report	8,600.00
Task 300 – MassDOT 25% Design Plans	71,500.00
Total Project Fee	\$192,300.00



James J. Czach, P.E.

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Thank you for requesting our surveying, engineering, and planning assistance. This is a unique project for which the opportunity to plan and implement these changes on Main Street does not come often. We look forward to working with you on this project.

Sincerely,

Stephen J. Savaria, PE, PTOE
Senior Project Manager

Reviewed by:

Daniel F. Delany, PE
Associate | Office Manager



January 24, 2020

Ref: 81090.17

Mr. James Czach, P.E.
Town Engineer
Department of Public Works
Town of West Springfield
26 Central Street, Suite 17
West Springfield, MA 01089

Re: Planning and Transportation Engineering for a Main Street Complete Streets Project

Dear Mr. Czach,

The Town of West Springfield is embarking on an important initiative to rehabilitate and improve Main Street, including complete streets initiatives between Park Avenue and New Bridge Street for approximately one-mile. VHB is the consultant of choice to provide the Town with professional design and engineering services for this project. We look forward to continuing our working relationship with the Town and using VHB's extensive experience to advance this project.

Our Springfield office will be responsible for managing and delivering to you a timely and cost-effective product customized to your needs. With the resources of 450 professional, technical, and support personnel from our Springfield, Worcester, Watertown, and Boston offices, we offer the professional services of a large multifaceted firm combined with the knowledge and personality of a local office.

Extensive, Local Project Experience

VHB has been partnering with the Town of West Springfield for almost 20-years. Our project work includes Amostown Road Sidewalk Improvement Project, Roundabout Feasibility Studies, Peer Review Services, Pavement Management, and other projects that navigated MassDOT design processes. Through these projects, we have developed a working knowledge of the Town, its residents, and staff—experience that will benefit the Town on the Main Street project.

A Strong Project Management Team

We have put in place a strong project management structure to assure the coordination of team members, assignment of staff, and prompt response to the Town. As Director of Municipal Services and Principal at VHB, it is my responsibility to make available appropriate resources to the team to enable them to complete the project within the budget and on schedule. To respond to the goals and objectives

Engineers | Scientists | Planners | Designers

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of the Town, VHB has assigned **Van Kacoyannakis, PE, IMSA II**, as Project Manager. Van is an experienced manager who has worked with the Town and many other Western Massachusetts municipalities on a variety of projects. He brings to this team an understanding of technical issues necessary to meet the Town's objectives within the project schedule and budget. **Christine Champeau, PE** will act as the lead Highway Designer. Christine is VHB's Assistant Chief Engineer and will be tasked with completing the highway design with the VHB project team. These three bring almost 75-years of combined and extensive experience in a variety of designs including MassDOT design that include highway, traffic and complete streets engineering that implement healthy transportation solutions. These three will be assigned to the project for the duration and will see it through to the end. Supporting them will be a team of experienced professionals working out of the VHB's Springfield and Worcester offices. Resumes and a team organization chart can be provided for the remainder of the team upon request. The team assigned to this project has worked extensively in the Pioneer Valley, for the Town of West Springfield and on projects that have navigated the MassDOT TIP process. In addition, we regularly attend the JTC and MPO meetings and have a very good understanding of the regions available TIP funding as well as other funding sources for these types of projects.

Why Choose VHB?

VHB has the ability and experience required to effectively manage and design this complete-streets project and we look forward to the technical challenges it will involve. VHB brings an extensive amount of experience have worked on similar projects with similar constraints and we also have team members who are bicycle instructors that are actively part of various national bicycle committees. We also know the Town, we understand the project, have great relationships with MassDOT, and we bring unmatched enthusiasm and commitment to improving this section of Main Street.

The following outlines our approach, scope and fee for this project. VHB would be pleased to provide a more detailed scope and fee for the Town's review. Our approach has been developed in phases to allow the Town to determine their initial investment for developing a vision for the corridor. The approach outlines the process to complete a 25-percent design for a MassDOT submission, however, if MassDOT funding is not pursued, and thus coordination with the State is not needed, certain phases below can be adjusted or eliminated. That budget could be used for future tasks to advance the project design. After each phase summarized below a fee is provided, which is inclusive of all expenses. The total design budget allocated over four Phases is \$200,000. That said, if the project does not pursue funding through the Transportation Improvement Program (TIP) a reduction in the design fee would be approximately \$30,000. VHB would be happy to meet with the Town to discuss funding strategies versus the design approach and fee.

As part of this process, VHB will work with the Town to investigate various roadway cross sections that accommodate all modes of transportation. This includes reviewing the feasibility of bicycle lanes, shared use paths, enhance crosswalks, traffic calming techniques, handicap accessibility sidewalks and wheelchair ramps, on-street parking, and streetscape and hardscape enhancements. In addition, we will take into consideration business locations and other important nodes along the corridor including the Alice Corson Playground, May Center School, Boys and Girls Club, the Korean Church and the dense residential neighborhood along the corridor. Finally, we will use the Merrick and Memorial Neighborhood and Traffic Study prepared by PVPC in 2004 and 2014 and the Merrick and Memorial Redevelopment Plan prepared by VHB in 2004, along with other studies prepared by various other consultants, as the starting point for reviewing issues and opportunities.

Existing Topographic Survey/ Base Plan – VHB's Springfield Survey Team will conduct research, ground field survey, office calculations and research for on-site utilities in order to prepare an existing conditions topographic survey with right-of-way for the project limits. Record plans and deeds will be obtained for the project area and immediate adjacent parcels at the Registry of Deeds and other appropriate agencies. Topographic surveying will be conducted in order to depict surface features and 1-foot contours of the site. VHB will locate the permanent features within the project area such as buildings, pavement, fence lines, utility poles, drainage and sewer lines visible by field crews, and above ground utility structures within the project limits. The survey will be prepared to a MassDOT Civil 3D format. The project limits are described as follows:

- Project Development** – VHB will develop 10-percent plans that can be used for public outreach, coordination with MassDOT, etc. VHB understands that this corridor is in an Environmental Justice Area, where all modes of transportation are used. VHB will develop a complete street plan that will support bicycles, pedestrians, transit users and vehicles. We will develop typical sections and discuss different complete street scenarios with the Town in selecting a viable or preferred improvement plan.

MANUFACTURED BY: T. J. Cline West Springfield, Mass Street Car-Call 3400 St. - W.
 1900-1901

Order of Magnitude Cost Estimate – VHB will prepare an order of magnitude cost estimate for the Town to budget the project and seek funding for construction. This estimate will not be prepared to a MassDOT 25% design format but will incorporate major items and contingencies. The estimate will be updated and prepared to a MassDOT design format when the 25% design is advanced.

Phase 2:	Project Review Committee (PRC) Coordination - MassDOT	\$ 3,000
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Following the development of a preferred improvement plan, and if it is determined that TIP Funding will be used to fund the project, VHB will coordinate with the Town and MassDOT on the development of a Project Need Form (PNF) and Project Initiation Form (PIF) using the MassDOT MAPIT Tool. Once the project is approved by MassDOT, VHB can coordinate with the Town and MassDOT to schedule a 10% design meeting utilizing the plans developed in Phase 1. It is envisioned that MassDOT will want to hold a meeting and field walk during this process. Up to two staff from VHB will be in attendance.

Phase 3:	Preliminary Design – 25% Design	\$ 80,000
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Upon the completion of a preferred improvement plan, PRC and a 10% meeting with MassDOT, VHB will update the plans to address comments from the Town and/ or MassDOT accordingly to a 25-percent design level for submission to MassDOT. In addition, VHB will prepare a pavement design in accordance with the MassDOT Design Guidebook and other associated design checklists needed at this design stage. VHB anticipates performing up to eighteen (18) pavement cores/ test pits that will be used to prepare a pavement design and associated pavement design checklist for MassDOT review.

VHB will also prepare a Functional Design Report (FDR) that will document the process for determining the preferred alternative. The memorandum developed in Phase 1 will be used as the basis for the FDR.



The report will detail the various design alternatives with appropriate graphics, descriptive text and cost estimates justifying the recommendations presented.

VHB will provide plans, a 25-percent construction cost estimate and the necessary submission checklists to the Town and MassDOT for review. A typical plan submission for a project of this type includes: a title sheet; typical sections; horizontal and vertical geometry; construction plans; utility plans; proposed layout and easements if necessary; construction details; signing and pavement marking plans and traffic management plans. Traffic signal or roundabout designs are not included as part of this corridor design.

VHB will provide a quality control review and constructability review of all the documents as part of this submission.

Early Environmental Coordination Design Submission Checklist (EECC) – VHB will use the Environmental Due Diligence collected in Phase 1 to finalize the EECC and then include it as part of the 25% design submission.

Phase 4: Preliminary Right-of-Way Plans and Design Public Hearing \$ 22,000

The elements of Phase 4 are necessary to complete the process for a MassDOT 25-percent design submission. In order for the 25-percent plans to be presented at the Design Public Hearing, VHB will prepare a formal written response to all comments received regarding the 25% review and address the comments that MassDOT, the Town and VHB deem necessary to hold the hearing.

Preliminary Right-of-Way Plans – VHB will review the relationship between the limits of work necessary to satisfactorily construct the proposed improvements and the existing layout based on the 25-percent design plans. VHB will determine the appropriate limits of alterations to existing layouts, takings, permanent easements, temporary easements, etc. VHB will prepare Preliminary Right of Way Plans in accordance with Chapter 18 of the Guidebook. The Right of Way Plans will include Title Sheet, Typical Sections, Parcel Summary Sheet, Location Maps and Property Plan Sheets.

Design Public Hearing – VHB will assist the Town and MassDOT in the preparing the presentation and other visual aids to display at the public hearing, building off previous efforts prepared under other phases. VHB will also assist in the preparation of a public hearing handout. VHB will attend the Design Public Hearing, present the project to the public and respond to questions. If needed, VHB will assist the Town and MassDOT in preparing written responses to letters received from concerned individuals as a result of the hearing.

Mr. James Czach, P.E.
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January 24, 2020
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Schedule – VHB has prepared the following draft schedule indicating durations for each phase discussed above. It is noted that some phases can occur concurrently, for example the 25% design and preliminary right-of-way plans. The schedule is based on weather conditions, the scheduling of meetings with the Town, MassDOT or the public, such as a design public hearing, and timely reviews from the Town or MassDOT.

- Phase 1: Survey and Project Development: 14 to 16 weeks.
- Phase 2: PRC Coordination – MassDOT: 1 to 2 weeks for each submission (PNF and PIF).
- Phase 3: Preliminary Design – 25% Design: 8 to 10 weeks (overlap potential with Phase 1).
- Phase 4: Preliminary ROW Plans and DPH: 4 to 6 weeks (overlap potential with Phase 3).

We are ready to apply our local understanding, experience gained on similar projects across the Commonwealth, and deep commitment to delivering a successful project on time and on budget. As you review this letter, should you have any questions or require additional information, please contact me or Van Kacoyannakis at vkacoyannakis@vhab.com or 413.241.5877. Thank you for the opportunity to submit this letter of interest with our approach, scope and fee to the Town of West Springfield. We look forward to continuing to serve the Town and its residents.

Sincerely,

VHB

A handwritten signature in blue ink, appearing to read "M. Chase".

Matthew J. Chase, PE, PTOE
Principal and Director of Municipal Services.

A handwritten signature in blue ink, appearing to read "Van Kacoyannakis".

Van Kacoyannakis, PE, IMSA II
Project Manager

RESPONSE TO REQUEST FOR PROPOSALS

Planning and Transportation Engineering for a Main Street Complete Streets Project

West Springfield, MA
January 27, 2020



GPI

WHY OUR TEAM

We offer the Town of West Springfield a complete package when it comes to engineering design services. This includes a diverse staff of committed and talented engineers, landscape architects and planners. Our team is qualified to provide **unique** solutions that will preserve, respect and enhance the intrinsic qualities of this vital corridor while serving the needs of the neighborhood and the Town of West Springfield.

Let us demonstrate how our knowledge of the town, community vision and quality product make us the right choice to provide the multifaceted design, engineering planning services to transform the Main Street corridor.

01 Team Value

We Know the Town

GPI is working with the Town on the Memorial Avenue and Park Street / Park Avenue Complete Streets project which bookend this project. In addition we have completed several school crossings, traffic signal upgrades and optimization projects. We are also working with MassDOT on the implementation of an Adaptive Traffic Signal System along Route 5.

02 Team Value

Community Vision

Our team includes planning, landscape architecture and engineering experts to ensure that each project achieves the community's vision and focuses on developing an infrastructure system to enhance the overall quality of life of its citizens.

03 Team Value

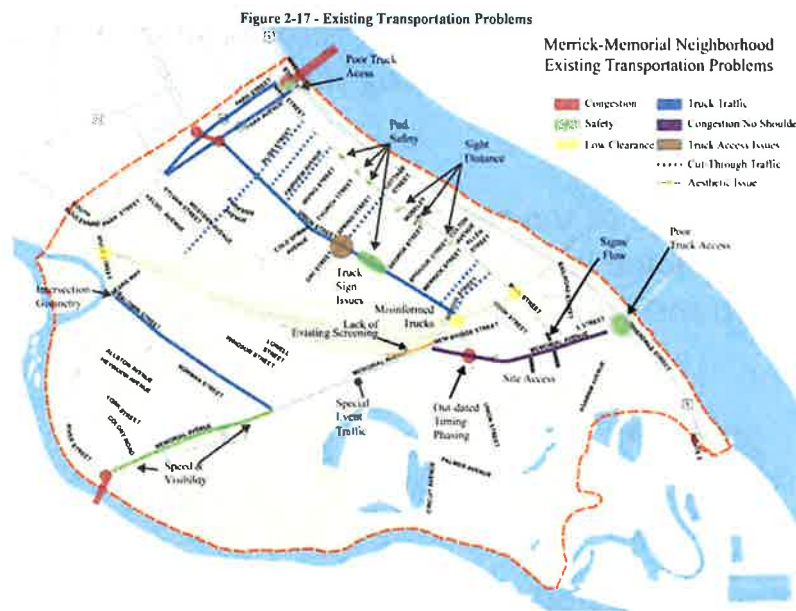
Quality of Product

We pride ourselves on building positive relationships, developing award-winning designs, producing quality construction documents, and improving the communities we live and work in. We take great satisfaction in all measures of our craft. Let us work for you, and we will work with you.

SECTION 1:

PROJECT UNDERSTANDING

GPI's multi-disciplinary team of engineers, planners and landscape architects is enthusiastic about completing a plan for Main Street *that will add to the health, livability, vitality and prosperity of the neighborhood.*



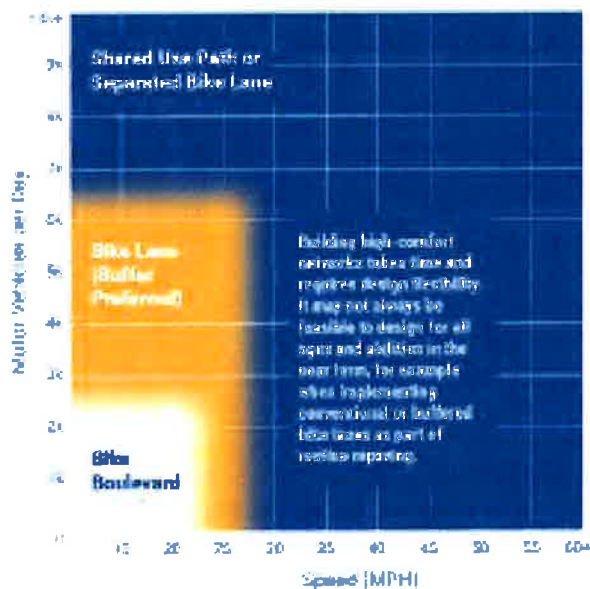
The Town of West Springfield wishes to develop Complete Streets project alternatives for Main Street through its Merrick - Memorial neighborhood. This area is characterized as a residential area with single- and multi-family housing dotted with nodes of activity centers including retail shops, churches, schools, and community facilities. The neighborhood includes lower-income households many of which rely on walking, bicycling, and riding public transit for transportation. The area has been identified as an environmental justice neighborhood which indicates localized environmental health issues— including transportation

conditions— that detract from an healthy living environment. On the positive side, Main Street includes nodes of community activity including churches, schools and thriving local retail establishments that serve neighbors and create a walkable neighborhood vitality.

Main Street through this area is two-lane neighborhood collector. The project limits encompass an approximate one-mile street segment with a curb-to-curb cross-section that varies between 37- and 50-feet in width typically with on-street parking on both sides of the street. The street is very straight between Park Street / Park Avenue and Memorial Drive, and this, together with its relatively wide section, contributes to speeding and related pedestrian safety issues. Other transportation related problems identified in the Merrick-Memorial study include cut-through truck traffic, a lack of bicycle accommodations and a lack of pedestrian amenities such as benches, greenspace, and street trees. The Merrick Memorial study and the Town's Complete Streets Prioritization Plan recommend street designs that emphasize traffic calming improvements to slow traffic such as narrowed travel lanes, curb extensions, pedestrian refuges, signage, planters and street planting. A shared lane treatment for bicycles (sharrows) is suggested. While traffic calming and pedestrian safety improvements are clearly paramount for this street, we believe that bicycle



Curb extension concept from Merrick Memorial study



Excerpt from Municipal Resource Guide for Bikeability, (MassDOT, 2019)

accommodations beyond sharrows should be explored, as the traffic volumes and neighborhood generators make this street a candidate for a shared lane treatment based on guidance included in MassDOT's *Municipal Resource Guide for Bikeability* (2019) (which was completed after the Merrick-Memorial study). We note that there are areas of on-street parking that appear to be underutilized. One alternative might look at removing some parking in certain locations to free up space to better accommodate bicycles or improve pedestrian conditions. We recognize that removing on-street parking is typically a fraught issue for communities and must be done with sensitivity. We would therefore, propose to undertake a parking utilization study to documents parking usage and turnover on a typical day. We have found that having an understanding of actual parking usage is helpful in any community discussion about complete streets and can inform the alternatives development process.

SECTION 2:

SCOPE OF WORK

The following Scope of Work is anticipated to provide planning and engineering services to develop Complete Streets project alternatives and a conceptual design package for Complete Street improvements to Main Street between Park Street / Park Avenue (US Route 20) and Bridge Street / Main Street / Bresnahan Street.

Task 1: Kick-Off Meeting and Site Reconnaissance

GPI's design team will meet with local officials to review the scope and schedule and discuss the existing conditions along the corridor. GPI's team will walk the project corridor paying attention to walking and bicycling activity, bus stops, traffic and the condition of the streets and sidewalks. Existing conditions in the project area will be noted, including:

- Inventory of wheelchair ramps and sidewalks along the corridor to assess ADA Compliance
- Inventory/Assessment of landscaping and tree condition
- Assessment of drainage and existing utilities
- Photo inventory of corridor
- Identification of bus/transit stops and facilities
- Geometric conditions
- Lighting
- Signage

We could develop a GIS app to document the findings and present visually on a map, similarly we could create a public input map where people locate and comment on critical areas of concern.

Data Collection

GPI will obtain traffic counts for the project area.

The following data is anticipated:

Peak Hour Turning Movement Counts (TMC) at intersections along the corridor. We have current data and have looked at the operations of Park Avenue/Main Street as part of our Park Street Park Avenue project. We also have data with respect to Memorial Drive. For budget purposes we assumed we would collect TMCs at seven intersections which were identified as having cut through traffic by the Merrick and Memorial Neighborhood Study, as follows:

- Bliss Street
- Worcester Street
- Fairview Avenue

- Day Street
- Moseley Avenue
- Russell Street
- School Street

TMC data will be collected for three (3) peak hour periods

- Weekday 7-9 AM
- Weekday 2-6 PM (School Activity in the area)
- Saturday 11 AM-2 PM

48 – 72 Hour Automatic Traffic Recorder (ATR) counts will be collected at two locations along Main Street.

Crash Data

- Most recent 5-year period from West Springfield Police for the Main Street project area.

Parking Utilization Data

- GPI will collect parking utilization data for on-street parking on portions of Main Street.

Task 2: Field Survey and Base Plan Development

GPI maintains an in-house field survey division capable of providing all forms of survey from aerial, mobile and terrestrial LiDAR to traditional topographic (RTK) survey. GPI will research available base plans and coordinate with the Town and local utility companies to research all underground and overhead infrastructure and right of way information. It is anticipated that survey for this project will be collected through a combination of terrestrial LiDAR scanning and topographic (RTK) survey.

Based on the field survey and subsequent research GPI will prepare AutoCAD base plans suitable for the design and construction improvements.

Task 3: Engineering Analysis/Functional Design Report

GPI will evaluate past studies and analysis prepared for the Main Street area to provide guidance on alternatives for Main Street. As discussed in the project understanding section, we see two alternatives at this point: the traffic calming / sharrows ideas identified in the past plans, and an alternative that have more formal bike accommodations (i.e., bike lanes) at least through portions of the plan area. Anticipated design treatments for this area include: traffic calming and pedestrian safety improvements (lane re-striping, curb-extensions, pedestrian refuges, raised crosswalks, raised intersections, signage, and chicane treatment); pedestrian access improvements (ADA compliant sidewalks, crosswalks, and accommodations at traffic signals); improved bicycle accommodations (sharrows, bike lanes, and bike racks), on-street parking; improved transit stops (stop placement, consolidation, and shelters); and streetscape enhancements (street trees, green spaces, seating, gateway treatments, and public art).

GPI recently completed an analysis of the operations at Park Avenue and Main Street and we are also under contract with MassDOT to complete the design for the reconstruction of Memorial Avenue. Therefore, we do not anticipate the need to develop intersection operations analyses in this project area. We do anticipate sight distance analyses and possibly stop sign or signal warrant analyses. The fee reflects this understanding.

The analysis of traffic data, review of existing conditions, including daily traffic trends and patterns, crash analysis, and description of traffic patterns and proposed improvements will be documented in a Functional Design Report produced after the conceptual design.

Task 4: Alternatives Development and Conceptual Design

The engineering analysis will be used to assist GPI's planners, landscape architects, and traffic engineers to develop design alternatives for the project area. For budget purposes, we anticipate two (2) conceptual design alternatives for the Main Street corridor and intersections.

As part of this process GPI, in cooperation with Town staff, will undertake a public outreach effort to identify issues of concern to the neighborhood and share design alternatives in order to build overall project consensus. Due to the residential setting of this project, we would like to hold community engagement meetings in the neighborhood in an atmosphere that is fun and informal to get input on the issues in the area and possible design alternatives. We will work with the Town to identify the best venue and format for public outreach. We will develop meeting announcements, flyers, etc. for distribution by the Town.

Task 5: Preliminary 25% Plan Submittal

Upon consensus of a project concept, GPI will prepare a plan set suitable for a preliminary 25% submittal to MassDOT. It is anticipated that all work will be completed within the existing Right-of-Way (ROW). If ROW is required, it is assumed that the town will acquire the necessary ROW or obtain Right-of-Entry from individual owners. GPI maintains in-house right of way specialists and would be available to prepare and submit right-of-way plans if needed and requested by the town. However, an amendment to the Scope of Work would be required.

GPI will prepare preliminary construction plans and a construction estimate for the proposed work for the Town's review. The preliminary design is anticipated to include:

- Typical Sections
- Profiles
- Cross Sections
- Construction Plans
- Drainage and Utility Plans
- Pavement Marking and Signing Plans
- Traffic Signal Layout and Operation Plans
- Construction Estimate

Pavement Design is not included in this scope/fee but will be required if this becomes a MassDOT TIP Project. As such, an amendment will be needed for Pavement Design if this does become a MassDOT project.

Task 6 - Meetings

Public outreach and meetings at the start of the project will be a critical factor in achieving a successful project. As such GPI anticipates a number of public meetings, including:

- Project Kick-Off Meeting
- Design Workshop/Informational Meeting – 1 (Initial)
- Open House/Informational Meeting - 2 (Follow Up)
- Project Presentation/Informational Meeting – 3 (Final- if needed)
- Comment resolution meeting with town
- Design Public Hearing (if MassDOT project)

SECTION 3:

MEET THE TEAM

Town of West Springfield

Public Works Department

Jim Czach, P.E., Town Engineer



GPI Team

John W. Diaz, P.E., PTOE
PRINCIPAL-IN-CHARGE

Carolyn Radisch, AICP
SENIOR TRANSPORTATION PLANNER / PROJECT MANGER

Eric Riese, P.E., ENV SP
PROJECT ENGINEER

Ron Headrick, RLA
SENIOR LANDSCAPE ARCHITECT

Nicole Rogers, P.E.
GIS/TRAFFIC ENGINEER

Rob DeFrancesco, P.E., LSIT
SURVEY TEAM LEAD

SECTION 4:

SCHEDULE

We estimate that this project would be completed in 12 to 14 months. We have shown an 14-month schedule which can be refined when more information is know about the project, such as whether a MassDOT Public Design Meeting is required.

	MONTH						
	1	2	3	4	5	6	7
Kick-Off Meeting / Site Reconnaissance							
Field Survey / Base Plan							
Engineering Analysis / Functional Design Report							
Alternatives Development and Conceptual Design							
Preliminary 25% Plans							
Meetings (5)							

	8	9	10	11	12	13	14
Kick-Off Meeting / Site Reconnaissance							
Field Survey / Base Plan							
Engineering Analysis / Functional Design Report							
Alternatives Development and Conceptual Design							
Preliminary 25% Plans							
Meetings (5)							

Work Time	
Review Time	
Meeting	



SECTION 5:

FEE

The following fee has been estimated to provide the anticipated planning and engineering services with a level of effort for a 25% MassDOT submission. This fee utilizes hourly rates set by our current On-Call Engineering Services agreement. If it is determined that this will not be a MassDOT TIP project, the total fee will be less and is estimated at \$220,000.

TASK		HOURS	FEE
1.	Kick Off Meeting / Site Reconnaissance	24	\$4,280.00
2.	Field Survey/Base Plan Development	600	\$64,400.00
3.	Engineering Analysis / Functional Design Report	152	\$26,100.00
4.	Development of Alternatives and Conceptual Design	220	\$37,500.00
5.	Preliminary 25% Plans	680	\$101,600.00
6.	Meetings (5)	112	\$20,960.00
Labor Sub-Total		1788	\$254,840.00
Expenses (Travel, Printing, Data Collection)			\$15,115.00
TOTAL			\$269,955.00

APPENDIX D

WEST SPRINGFIELD HOUSING PLAN EXCERPT

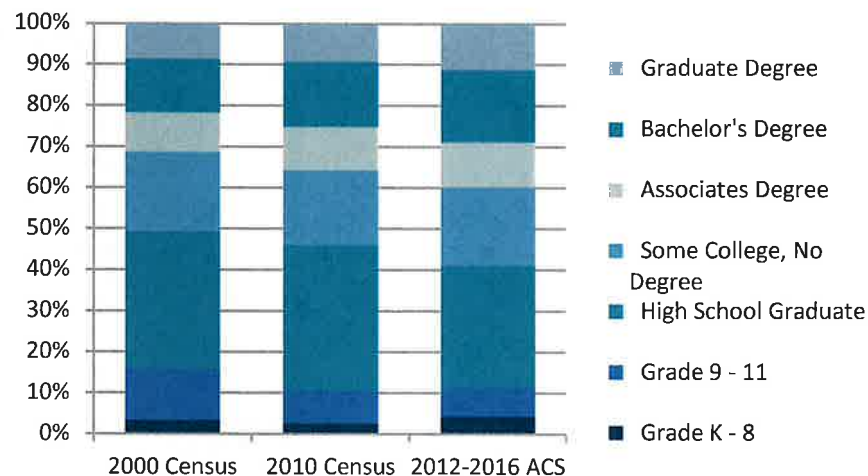
West Springfield Housing Production Plan

DECEMBER 2018

Produced by the West Springfield Housing Plan
Advisory Committee with assistance from the
Pioneer Valley Planning Commission.



FIGURE 2-10: EDUCATION ATTAINMENT OF WEST SPRINGFIELD'S RESIDENTS (OVER 25 YEARS OF AGE)



Source: US Census Bureau 2000 Census, 2010 Census and 2012-2016 American Community Survey

According to the Bureau of Labor Statistics, the unemployment rate in West Springfield during March of 2018 was 4.5% this is down considerably from the 11% peak in January of 2010. The US Congressional Budget Office considers a fully employed economy (formally known as the non-accelerating inflation rate of unemployment-NAIRU) to be an economy with an unemployment rate of 4.6%. According to this metric, West Springfield's population would be considered to be at full employment. The unemployment rate, however, fails to capture those who are working a part-time job because they can't find full-time employment or those that have dropped out of the labor market all together. The largest percentage of West Springfield residents are employed by the following industries: (1.) Educational services, health care and social services-27.1%, (2.) Retail Trade-13.7%, and (3.) Manufacturing-11.4%.

It's estimated that 2,249 people live and work in West Springfield, while 10,910 individuals live in West Springfield and commute out of West Springfield to work. Almost 90% of those commuting to work travel in an automobile, while smaller percentages walk, bike or rely on public transportation. It's important to note though that 83.7% of workers that reside in renter-occupied housing units use public transportation to commute to work. Due to this reliance, it may make the most sense to locate future affordable rental housing in close proximity to transit lines.

APPENDIX E

AGE AND DEMENTIA FRIENDLY EXCERPTS

AGE & DEMENTIA FRIENDLY WEST SPRINGFIELD



Abstract

Draft Community Assessment Plan for Age & Dementia Friendly West Springfield

Age Friendly West Springfield Committee

Smart growth is a term for a planned system of community growth that balances economic development with environmental protection and social wellbeing. The goal of smart growth management is to create a unique sense of place (i.e., community character) by:

- Expanding the range of transportation, employment, and housing choices;
- Equitably distributing the costs and benefits of development;
- Preserving and enhancing natural and cultural resources;
- Encouraging people to live within walking distance to where they work, shop;
- Minimizing impervious surfaces;
- Encouraging walkable communities;
- Designing new buildings to fit within neighborhood character;
- Re-using brownfields and existing structures; and,
- Reducing light pollution.

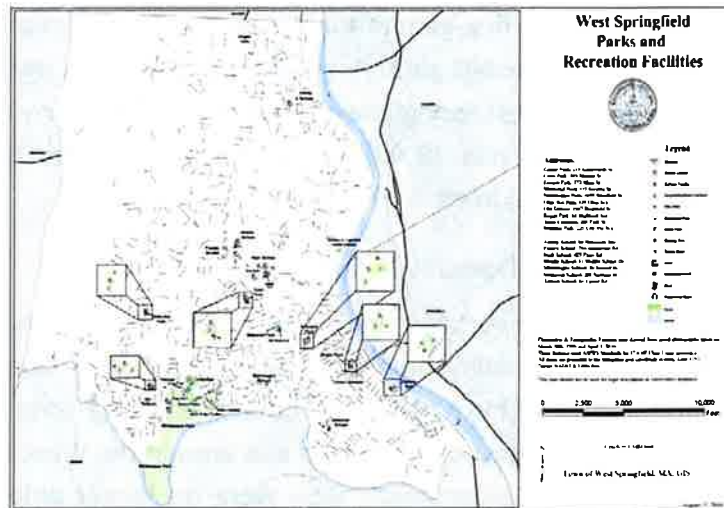


Figure 9 - Parks & Recreation Facilities

The Commonwealth of Massachusetts has developed the following set of ten “Sustainable Development Principles,” which taken into consideration pair well with the philosophy of the Age Friendly movement:

1. Concentrate development and mix uses
2. Advance equity
3. Make efficient decisions
4. Protect land and ecosystems
5. Use natural resources wisely
6. Expand housing opportunities
7. Provide transportation choices
8. Increase job and business opportunities
9. Promote clean energy
10. Plan regionally

individuals and a cultural tolerance. Immigrants continue to join the West Springfield community and often, being first-generation Americans, they do not speak English which is the language spoken at most public gatherings. As a result, social participation tends to be divided among ethnic groups. West Springfield is a community with many languages spoken. At the present time there are more than 30 languages spoken! Because there are so many languages spoken language barriers do exist.

Transportation Domain

As one ages transportation issues become increasingly more difficult and ever more important. Persons with mobility limitations of any age also have difficulty with safe and accessible transportation. This past fall the Council on Aging conducted a comprehensive review of the available transportation options in and around the West Springfield area. This outcome of this review revealed older adults who were no longer able to drive had available options that promoted autonomy and independence. The review included public, private and alternative transportation services. However, the review also noted transportation options were in some cases expensive so residents without financial resources are impacted more.

With more drivers, pedestrians and cyclists it is imperative cities and towns seek to keep roadways, walkways and bike paths safe for all. The adoption of Complete Streets Policies in West Springfield safeguards projects and designs are planned, designed and implemented to ensure safe and comfortable multimodal transportation (auto, bike, pedestrian, etc.).

The Council on Aging operates an eight-passenger handicapped accessible van for travel in and around West Springfield for nominal costs; fifty cents one way in Town each way and a dollar out of Town each way. The service is accessible, affordable, and efficient; providing older residents autonomy, independence, self-sufficiency and ability to fully participate in their community.

The Pioneer Valley Transit Authority operates both fixed route bus service in Town as well as Americans with Disability Act (ADA) Service provides a shared-ride, door-to-door van transportation for individuals with disabilities that prevent them from riding the city bus service. PVTA provides paratransit service throughout the Pioneer Valley within 3 /4 mile of a bus route.

Several survey respondents stated while private companies do provide transportation services in and around West Springfield, these services can be expensive for low income households.

Respect and Social Inclusion Domain

Age Friendly communities must be welcoming to all. West Springfield values and respects all our citizens. With over 30 languages spoken in our community we strive for inclusivity in all we do as a community; community participation is promoted at every level of government, boards, commissions and committees.

Transportation Action Plan			
Strategies	Lead	Action Steps	Year
Implement complete streets policies when completing road improvements	DPW	Dept. of Public Works reviews projects to make sure it meets the spirit of the complete streets policy.	Ongoing
Implement and enforce traffic calming measures.	Mayor, DPW, Traffic Safety Committee, Town Council	Traffic calming measures involve multiple departments.	Ongoing
Increase walkability in the Union and Main Street corridor of West Springfield.	DPW	Systematically fund pedestrian walkability improvements through multi-year processes.	Ongoing
Study available local transportation companies.	Council on Aging	Held meeting with local transportation companies to find out about their services and specialties. Compiled list of local resources to share with constituents when needed/necessary Outcome: Positive feedback provided. Received sufficient information to create an internal resource directory for local Transportation Services.	2019
Educate and inform consumers about on-demand transportation options.	Council on Aging, Library	Offer technical assistance with resources/software applications (local taxi services, local hospital transportation services, Uber, Lyft, etc.)	Ongoing
Sidewalks, public parking around public buildings are maintained to reduce trip hazards, encourage walking.	DPW, Planning, Mayor's Office	Town Municipal Lot repaved with upgraded crosswalks. Outcome: Improved walkability at Municipal Town Hall, Police Dept. and School Depart.	2019

APPENDIX F

BICYCLING-WALKING AND TRANSIT MAPS

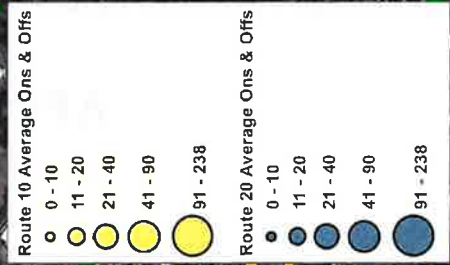
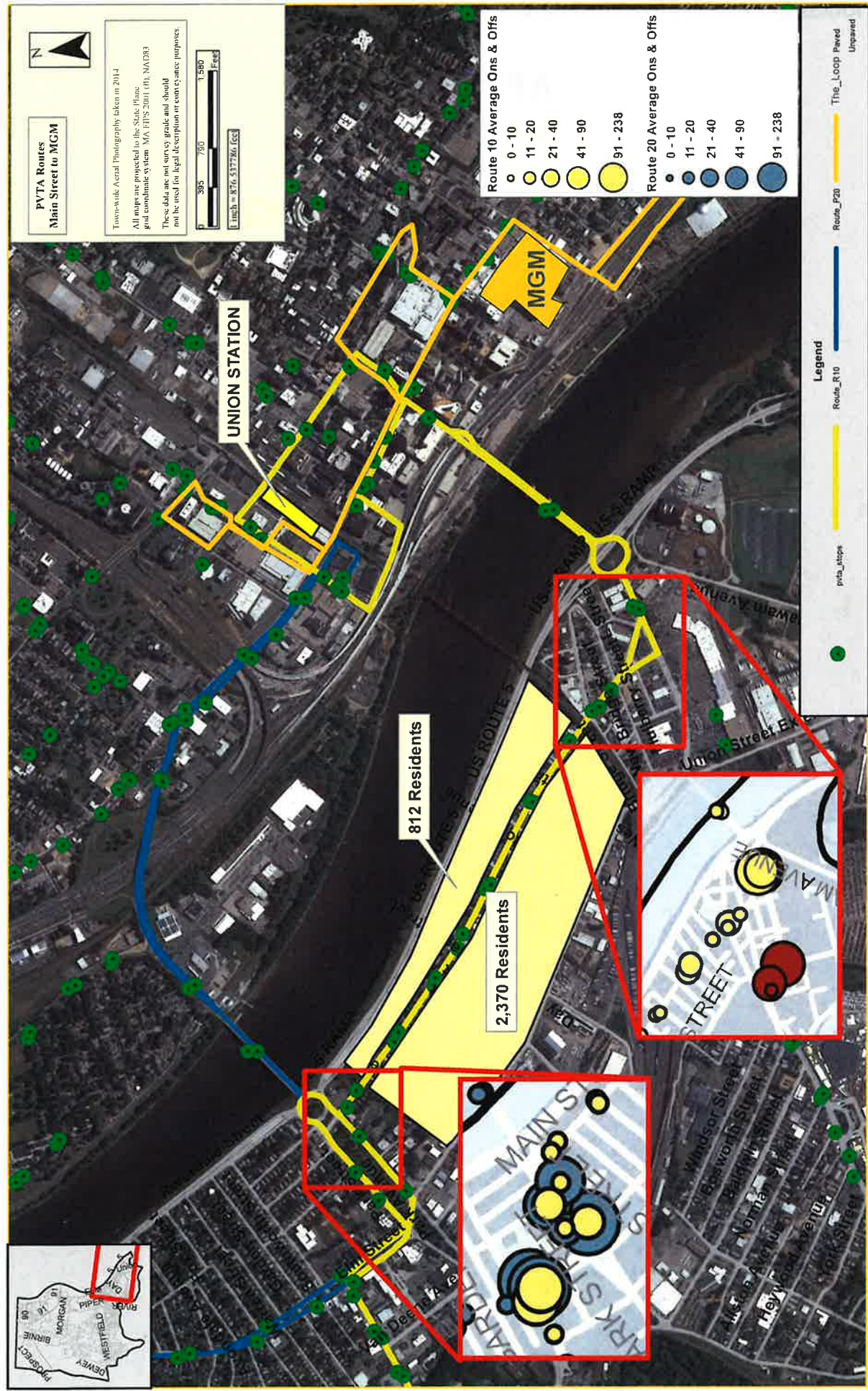




**PVTA Routes
Main Street to MGM**



Townwide 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 construction purposes.



812 Residents

2,370 Residents



APPENDIX G

PVPC LETTER OF SUPPORT



Catalyst for Regional Progress

PVPC

Kimberly H. Robinson, MUP
Executive Director

January 28, 2020

Mayor William C. Reichelt
26 Central Street
West Springfield, MA 01089

RE: Letter of Support for the Town of West Springfield's application to the Massachusetts Gaming Commission for a Transportation Planning Grant.

Dear Mayor Reichelt:

The Pioneer Planning Commission (PVPC) supports the 2020 Transportation Planning Grant Application by the Town of West Springfield to improve Main Street from its intersections with Park Avenue and Park Street to its intersection with Bresnahan Street. Specifically, this project will allow the Town to implement "Complete Streets" elements along Main Street to increase safety and enhance the use of the roadway for all modes of travel.

The PVPC has worked closely in the past with the Town to study transportation concerns in this area as part of Phase II of the Merrick and Memorial Neighborhood Study. This study specifically identified Main Street as a beneficial location for "Complete Streets" elements. This section of Main Street was also identified by both the West Springfield Police Department and residents as an area of concern for pedestrian safety. As a result, the advancement of this project would enhance the livability and quality of life for the people that live and work in this neighborhood.

Sincerely,

Gary M. Roux
Principal Planner

APPENDIX H

**MERRICK MEMORIAL STUDIES AND COMPLETE
STREETS PRIORITIZATION PLAN EXCERPTS**



Merrick-Memorial Neighborhood

Redevelopment Plan

West Springfield, Massachusetts

Prepared for:



Pioneer Valley Planning Commission
West Springfield, Massachusetts

Prepared by:



Vanasse Hangen Brustlin, Inc.

In association with:

Basile Baumann Prost & Associates, Inc.
Hatch Mott MacDonald, Inc.
Reebie Associates

December 1, 2004

This document was developed through the assistance of the:
Federal Highway Administration,
Federal Transit Administration,
Massachusetts Executive Office of Transportation, and
MassHighway

- Assemble large site (30 AC) at end of Union Street Extension.
- Rehabilitate Trade Center site for light industrial use (100,000-120,000 SF).
- Redevelop Western/Bliss site for warehouse/cold storage.
- Zoning changes to encourage new industrial use.
- New truck service road north of yard.
- New access road between Union Street Extension and Route 5
- *Improved bridge clearance at Union Street,*
- *Local intersection and streetscape improvements,*
- *Truck route rationalization and enforcement.*
- *Neighborhood preservation program.*

Vanasse Hangen Brustlin, Inc.

Figure 3-2

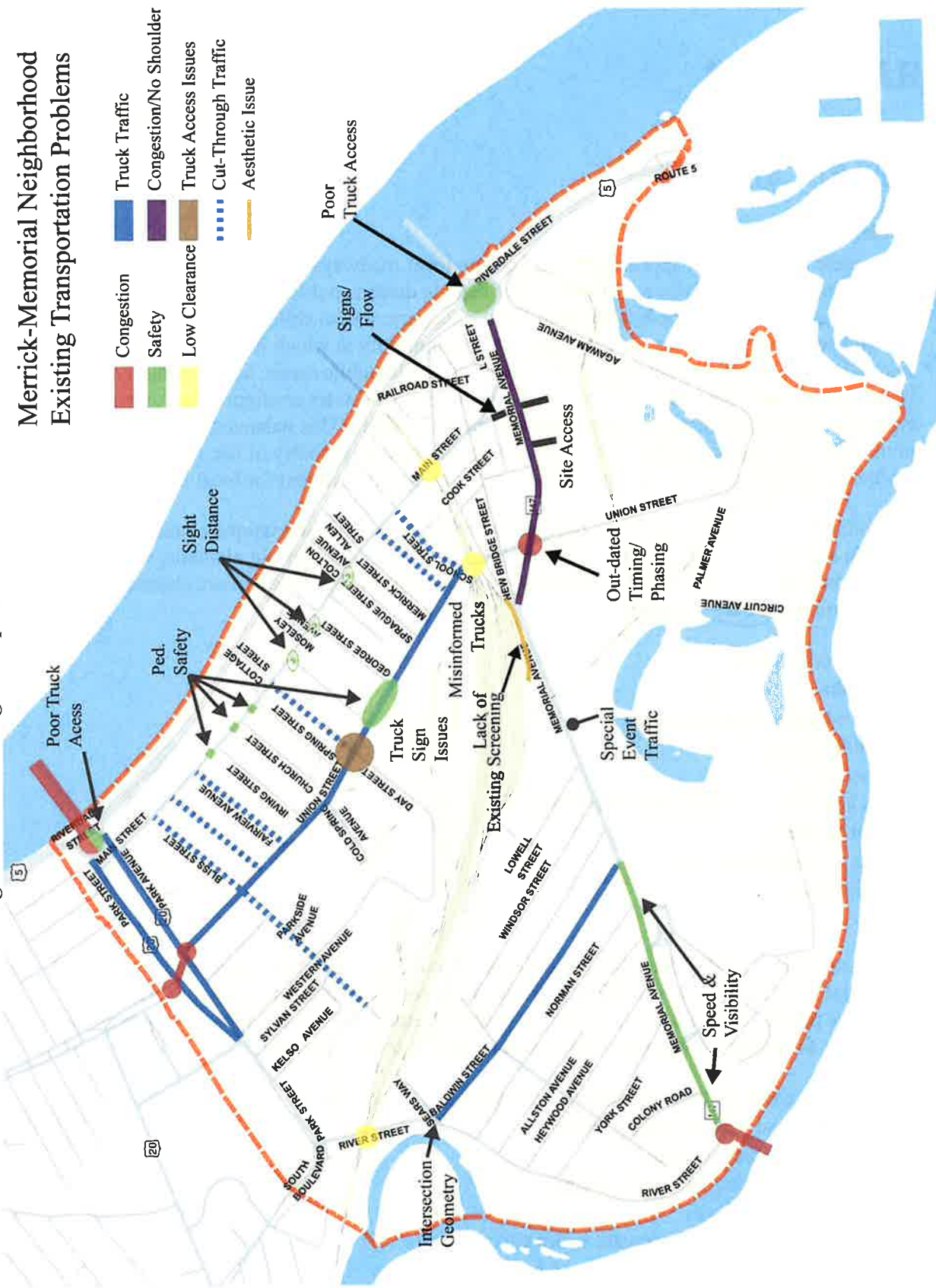
Focus: Industrial Development

Merrick-Memorial Neighborhood
Redevelopment Plan
West Springfield, Massachusetts

Figure 2-17 - Existing Transportation Problems

Merrick-Memorial Neighborhood Existing Transportation Problems

- Congestion
- Safety
- Low Clearance
- Truck Traffic
- Congestion/No Shoulder
- Truck Access Issues
- Cut-Through Traffic
- Aesthetic Issue



CHAPTER 4

COMPLETE STREETS

A. OVERVIEW

“Complete Streets” is an approach to configuring local roadways that better balances the needs of all people who use a street — motor vehicle drivers, public transit riders, pedestrians, bicyclists, people with disabilities, shoppers, school children, and others. A “Complete Street” enhances the livability of the community in which it is located by improving public safety, increasing the amount of usable public space, and making it easier for people to share the street — as opposed to conventional street configurations that are typically designed primarily to accommodate motor vehicles. This balanced approach to more fully utilizing the public right-of-way helps enhance the quality of life of residents, workers and children. It also creates a more welcoming environment for local businesses.

Complete Streets should ideally be designed to reflect the needs and unique characteristics of the area and users they serve. While a complete street may share certain elements with other streets, they may be utilized in different ways. Some typical elements that are characteristic of a “Complete Street” include:

- Marked travel lanes
- Sidewalks
- Enhanced pedestrian crossings
- Raised Medians
- Landscaping
- Street Lighting, Furniture and other amenities
- Transit Shelters
- Traffic Calming measures
- Bicycle Lanes

In the study area, PVPC identified Main Street, Union Street, Baldwin Street and a section of Memorial Avenue as good candidate locations for a complete street assessment. All four roadways provide a continuous connection to major arterial streets and serve a variety of land uses. The following factors were considered as part of this assessment:

- The existing traffic volume, breakdown of traffic and travel speed
- The existing land uses served by the street
- The existing pavement width
- Utilization of existing on street parking
- Suitability for bicycling
- Pedestrian infrastructure, sidewalk width and condition
- Existing street lighting, landscaping, and other amenities

B. MAIN STREET

Main Street in West Springfield is a two-way thoroughfare that runs southeasterly from Park Street approximately 1.1 mile to Memorial Avenue. Main Street is the transportation backbone of the Merrick Neighborhood, with a diversity of land uses that include single- and multi-family homes, storefront businesses, civic institutions, a school and a cemetery. It is parallel to Union Street, which has more industrial land uses along its western edge and closer in proximity to the CSX intermodal terminal and the Merrick Industrial Area.

Main Street functions as a collector roadway that serves this mix of residential and small business uses. Sidewalks are provided along both sides of Main Street for the majority of its length. On-street parking is permitted along both sides of Main Street. Most parking spaces are not marked. Speed limits are not posted, but the street is a thickly settled area and therefore is subject to a 30 mph speed limit required by Massachusetts State Law.

Main Street averages 7,000 to 8,000 vehicles per day on an average weekday (in both directions). It is served by PVTA Route R10, with buses every 30 to 60 minutes to downtown Springfield and Westfield State University, depending on time of day.

The curb to curb pavement width along Main Street varies from 35 to 50 feet. Most locations have in excess of 40 feet of available pavement width as shown in Figure 2-1 below. This allows for a wide travel lane in both directions that encourages higher travel speeds. The wide street width also is prohibitive to pedestrians attempting to cross Main Street.

Figure 4-1 - Main Street Pavement Widths (in feet)



Source: PVPC field observation and measurement 2013

The 2012 Revitalization Plan for the Merrick neighborhood had specific recommendations for Main Street that related to Complete Streets :

- On-street parking with better pavement markings to improve pedestrian safety near crosswalks.
- Curb extensions and bump-outs (see Figure 4-4) to calm traffic and improve the ability of pedestrians to cross the street by narrowing street widths at intersections.
- Streetscape improvements, including new trees, pedestrian-scale lighting, benches, decorative pavement and other aesthetic improvements to enhance street appearance.
- Creation of a Southern Gateway at the intersection of Main Street and Memorial Avenue, including the elimination of unnecessary pavement and streetscape improvements to encourage walking.
- A cross section configuration for Main Street (see Figure 4-2) that is consistent with a Complete Streets approach.

Figure 4-2 - Sample Main Street Roadway Cross Section

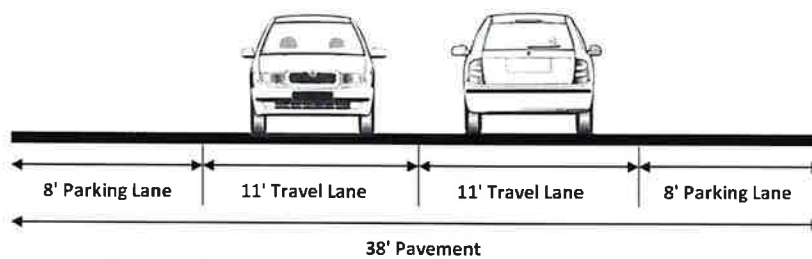


Figure 4-3 shows the cross section view on Main Street before improvement. Figure 4-4 shows the improved cross section with enhanced safety features for pedestrians and motorists, as well as aesthetics for neighborhood. Shark teeth before the crosswalk are introduced as well as "bump outs" on both sides of the street. Parking spaces are clearly marked to avoid any confusion and allow for efficient use of the parking lanes. A bike rack on the north side of Main Street is shown to be a part of the "bump out" which will provide a place for bicyclists to store their bikes.

Figure 4-3 - Sample Cross Section Before the “Bump Out” Concept

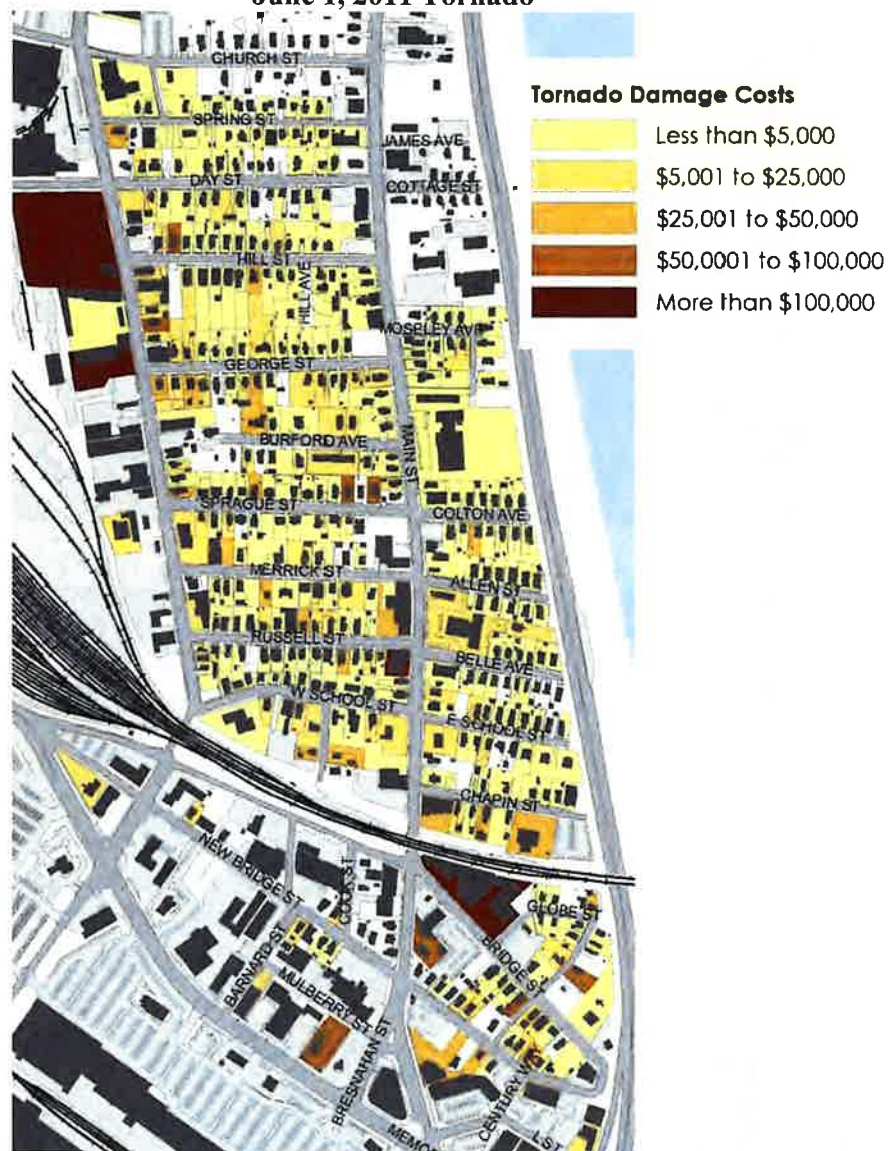


Figure 4-4 - Sample Cross Section “Bump Out” Concept



Tornado recovery in this area has been slow and requires additional support. While progress has been made toward restoring and repairing the Merrick neighborhood during the last three years, the area has not fully recovered.

Figure 4-5 - Locations and Costs of Damage to Property in Merrick Neighborhood from June 1, 2011 Tornado



Source: City of West Springfield

One of the most visible aspects of the slow recovery is the fact that the recently planted replacement trees do not yet provide any canopy, and it will likely be 10 or more years before they do so. The lack of tree canopy results in increased roadway noise, and a less attractive streetscape to attract new residents and businesses. It also accentuates the straightness of the Main Street, which studies have shown can lead to increased motor vehicle speeds.

Traffic volumes along Main Street are also less than in previous years. This results in less demand for service oriented business that support the neighborhood.

Table 4-1 - Daily Traffic Volumes on Main Street (Number of Vehicles)

	2003	2007	2009	2012
Main Street south of Park Avenue	8,719	8,121	7,819	7,829
Main Street South of Bridge Street	6,649		8,389	7,441

Source: PVPC and MassDOT Traffic Counts

Public safety remains a concern on Main Street, primarily because of motor vehicle speeding and poor sight lines at crosswalks. While a large percentage of vehicles were observed traveling at or below the 30 mph speed limit, more than 30% of all traffic violates the speed limit. These higher travel speeds reduce safety on a roadway that has a high level of pedestrian activity.

Table 4-2 - Vehicle Travel Speeds (mph) on Main Street South of Bridge Street

	1-15	16-20	21-25	26-30	31-35	36-40	41-45	>45
Total Vehicles	2,599	514	1,895	4,321	3,640	1,071	172	35
Percent	18.2%	3.6%	13.3%	30.3%	25.5%	7.5%	1.2%	0.2%

Source: PVPC field observation July 2013

PVPC windshield observations found that during peak hours, many pedestrians, including children, crowd sidewalk and boulevard areas while waiting for school buses or rides. The neighborhood is still mindful of the accident on July 12, 2013 when a six-year old boy was killed by a moving car as he ran across Main Street near 184 Main Street.

A proposed Complete Streets program would reconfigure and mark on-street parking spaces to increase sight lines at crosswalks. The recommended curb bump-outs at crosswalks would narrow the street and physically prevent parking in pedestrian sight-line areas. Both these measures will help reduce traffic speeds to the legal limit and give pedestrians greater visibility and sense of safety when they cross the road.

The public process for the 2012 Revitalization Plan identified a strong community desire for more public space, as well as accessibility to it. Complete Streets could help address this priority by increasing green strips along sidewalks, including curb bump-outs and installing street furniture, such as benches and signage.

Complete Streets could also improve walking, bicycling and vehicular connections to the major civic and community buildings along Main Street. These include:

- Playground at Main and Church Street
- Open space at 474 Main Street
- Lutheran Social Services at 593 Main Street
- West Springfield Boys and Girls Club at 615 Main Street
- Institution at 751 Main Street
- City Office of Community Development at 774 Main Street

Main Street has a greater residential density than Union Street, which has principally industrial land uses on its west side. Therefore, a Complete Streets program on Main Street would bring the benefits of improved public infrastructure in closer proximity to a greater number of neighborhood residents. It would also improve the quality of small-scale but frequently used public spaces and amenities while connecting residential uses with commercial/retail establishments.

1. Recommended Elements of the Complete Streets Program for Main Street

PVPC's assessment of existing conditions on Main Street has included pavement widths, locations of crosswalks, sidewalk condition, location of traffic controls, traffic volumes, traffic speeds and other factors. Based on these existing conditions, PVPC has developed a recommended Complete Streets program that is tailored to Main Street and includes the following elements.

Table 4-3 - Recommended Complete Streets Program for Main Street

Element	Description	Benefit
Lane re-striping	Pavement markings to narrow travel lanes to approximately 11-ft width.	Discourage speeding and provide more room for cyclists and on-street parking.
Mark on-street parking spaces	Pavement markings to outline curbside on-street parking spaces measuring ~18 ft long and 8 ft wide.	Encourages more efficient use of on-street parking and improves sight lines at crosswalks.
Bicycle "Sharrow" pavement markings	MCTUD-compliant "share the lane" pavement symbols every 300 ft to show area where bicycles are welcome to travel (not a formal bike lane).	Creates area and awareness for bicycle travelers, improves safety for riders and motor vehicle drivers, addresses street width constraints of Main Street.
Bus shelters	High quality bus shelters at PVTA bus stops that are most heavily used on the street.	Creates a more attractive street environment, encourages bus use, provides amenity for transit customers.
Crosswalk curb extensions/ bump-outs, "refuge" islands	Curb extensions 6 to 8 ft from each side of the street to narrow the road and distance pedestrians must cross; create physical barrier to parking in front of cross walks.	Creates "safe" territory for pedestrians, lowers traffic speeds, improves sight lines, adds more green space and potential stormwater infiltration areas.
Decorative street lighting	Individual pole-mounted decorative LED lighting to replace existing utility-pole mounted high-pressure sodium fixtures.	Adds charm, general appeal to enhance commercial and residential desirability. Reduces energy use up to 50%.
In-ground plantings	In-ground planter boxes measuring 3 to 4 feet wide and 8 to 12 feet long containing grasses, flowering native perennials and other low-maintenance vegetation.	Increases aesthetic appeal. Creates buffer between sidewalk and street. Increases stormwater infiltration area.
Above-ground planters	Decorative planters placed in bump-outs and refuge islands to help buffer the sidewalk from the street.	Increases aesthetic appeal in areas where in-ground planters are not feasible. Helps identify intersections and crosswalks.
Modernize traffic control signage	Traffic control signs that meeting reflectivity standards to show speed limits, pedestrian crosswalks, and other common elements	Improves safety and speed limit compliance.
Neighborhood gateway sign	Distinctive large-scale sign or art installation at gateway areas.	Provides neighborhood identity.
Street furniture	Benches, shelters, public art, and other items to enhance the quality of the public right-of-way.	Provides amenities for non-motor vehicle uses. Encourages greater use of public space for non-motorized vehicle use and storage.

Figure 2-7 - Crosswalk Locations on Main Street and Union Street



Figure 2-10 - Parking Restrictions

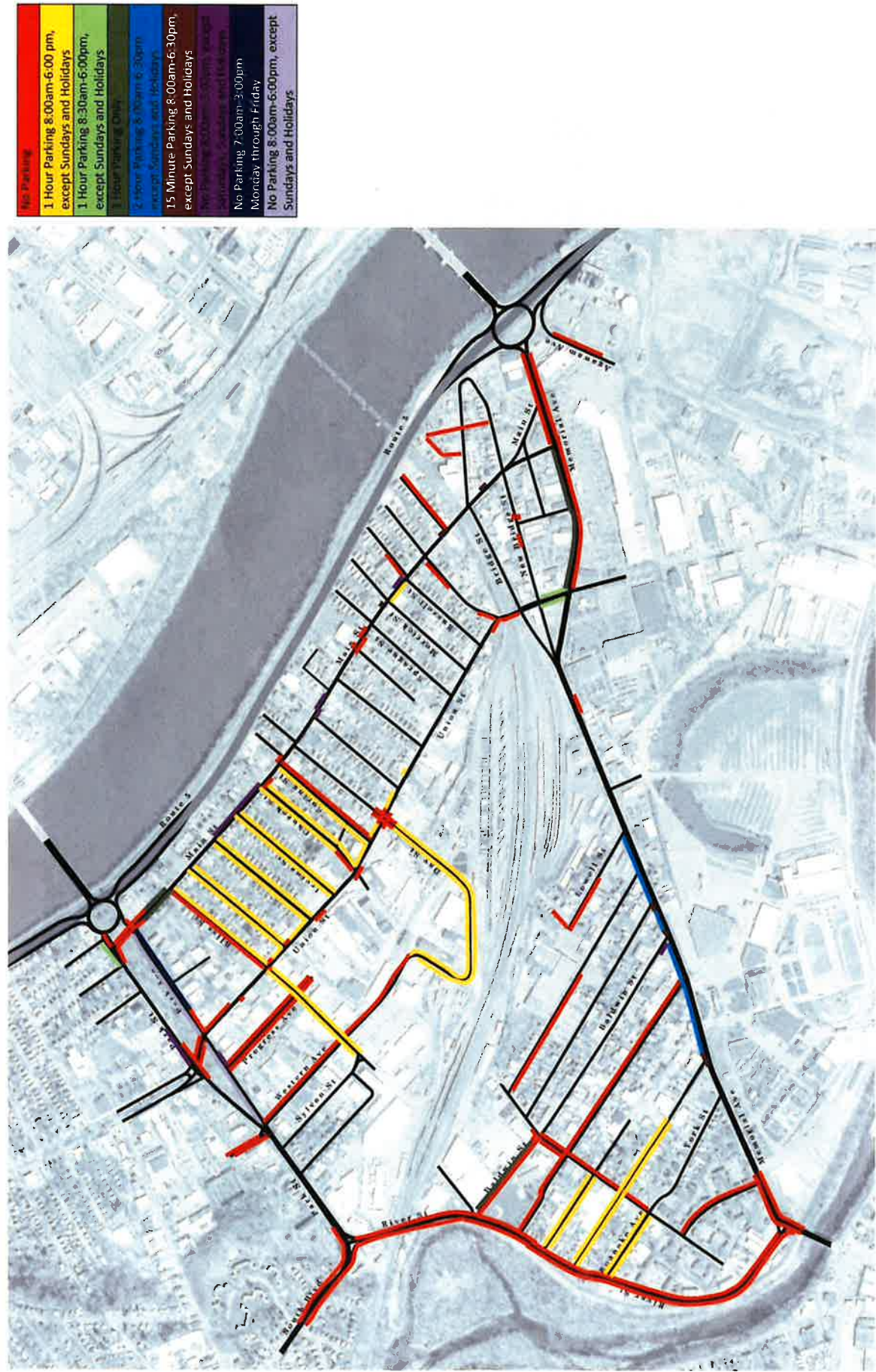


Figure 2-17 - Existing Transportation Problems

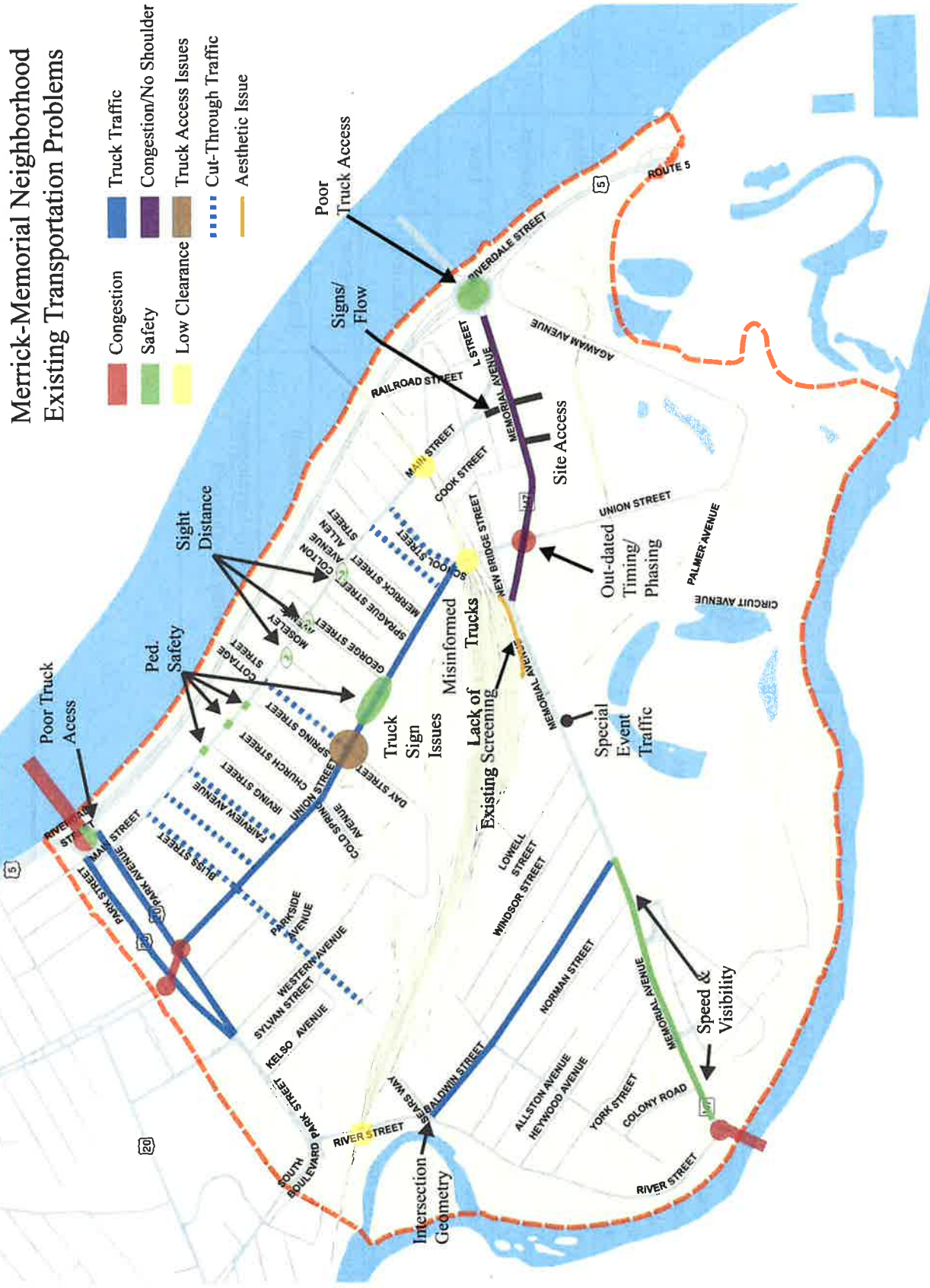


Table 7-2 - Main Street Recommendations

	Recommendation	Responsible Party	Priority	Cost	Annual Maintenance
	General Recommendations				
	<ul style="list-style-type: none"> Upgrade street lighting 	City of West Springfield	Long Term	High	No
	Transportation Recommendations				
6	<ul style="list-style-type: none"> Consider intersection and roadway improvements at the intersection of Memorial Avenue with Main Street and Bresnahan Street. This includes traffic signal improvements, new pedestrian amenities and intersection realignment to improve safety and enhance traffic flow. 	City of West Springfield	Short Term	Medium	No
7	<ul style="list-style-type: none"> Complete Streets Treatment <ul style="list-style-type: none"> Mark on-street parking spaces Repaint pavement markings to provide 11 ft travel lanes Construct pedestrian bump-outs at pedestrian crosswalks Paint bicycle "sharrows" Enhance bus stops 	West Springfield DPW	Short Term	Low	Yes
8	<ul style="list-style-type: none"> Upgrade traffic control equipment at the intersection of Park Avenue with Main Street Consider upgrading the geometry of key side street intersections to restrict parking and improve pedestrian visibility and safety 	West Springfield DPW	Short Term	Medium	Yes
9	<ul style="list-style-type: none"> Transit stops at 218 Memorial (WB nearside) and at Shopping Center entrance driveway (EB nearside) 	City, property owner(s)	Immediate	Low	Yes
	Redevelopment Recommendations				
	<ul style="list-style-type: none"> Create new parcel opposite Haufbrau House parking lot at existing city-owned roadway triangle 	Redevelopment Authority, private developer(s)	Short-term	TBD	Yes
	<ul style="list-style-type: none"> Multi-story redevelopment of 218 Memorial consistent with proposed rezoning code 	Redevelopment Authority, private developer(s)	Long-term	TBD	Yes
	<ul style="list-style-type: none"> Extend proposed "Trad. Neighborhood Frontage Type" to residential parcels on north side of New Bridge St east of Main St. 	Planning Board, City Council	Immediate	n/a	n/a
10	<ul style="list-style-type: none"> Public art treatments: CSX bridge, Main/Memorial island 	CSX, Community Development	Long Term	TBD	Yes
	<ul style="list-style-type: none"> Demo 974 Main St. (Standard Plating Co) to create additional parking 	Community Development	Immediate	TBD	Yes

Table 7-3 - Union Street Recommendations

	Recommendation	Responsible Party	Priority	Cost	Annual Maintenance
	General Recommendations				
	• Upgrade street lighting	City of West Springfield	Long Term	High	No
	Transportation Recommendations				
11	• Continue to work with CSX and MassDOT to advance reconstruction of the Union Street railroad underpass	West Springfield DPW	Short Term	High	No
12	• Construct and exclusive right turn lane on Union Street at its intersection with Day Street to improve truck access/egress	West Springfield DPW	Immediate	Medium	No
13	• Study the feasibility of upgrading traffic equipment and signal timings at the intersection of Union Street with Memorial Avenue	West Springfield DPW	Short Term	Medium	Yes
14	• Upgrade signal control equipment and timings at the intersection of Park Street/Park Avenue with Union Street/Elm Street. Consider implementing time of day specific timing plans to reduce congestion. Upgrade pedestrian amenities. Increase visibility and prominence of green left turn lanes (Flashing yellow arrow). Consider conducting a roadway safety audit in cooperation with MassDOT.	West Springfield DPW/MassDOT	Immediate	High	Yes
15	• Consider repainting pavement markings along Union Street to provide 11 foot travel lanes with 9 foot parking lanes where practical	West Springfield DPW	Immediate	Low	Yes
16	• Work with property owners to improve sight distance and intersection controls along Union Street Extension at its intersection with Big Y and Big Lots driveways	West Springfield DPW/Property Owners	Immediate	Low	Yes
	• Mark on-street parking spaces	West Springfield DPW	Short Term	Low	Yes
	• Look for opportunities to consolidate site access drives along Union Street	City of West Springfield	Immediate	Low	No

Figure 7-1 - Summary of Recommendations



APPENDIX I

**SURROUNDING COMMUNITY
AGREEMENT EXCERPTS**

SURROUNDING COMMUNITY AGREEMENT

This surrounding community agreement (this "Agreement") is entered into this ____ day of _____, 2014 (the "Effective Date") by and between Blue Tarp reDevelopment, LLC ("MGM"), a Massachusetts limited liability company, with an office address of 1441 Main Street, Suite 1137, Springfield, MA, owner and developer of the MGM Springfield project in Springfield, Massachusetts and West Springfield, Massachusetts (the "Community", the "Town" or "West Springfield"), a municipality in the Commonwealth of Massachusetts (MGM and the Community hereinafter collectively the "Parties" or individually a "Party").

RECITALS

WHEREAS MGM is an affiliate of MGM Resorts International (NYSE: MGM) ("MGM Resorts").

WHEREAS, the MGM Springfield project is a destination casino resort planned for downtown Springfield, Massachusetts expected to cost approximately \$800 million and include 1,000,000 square feet (the "Project"). When constructed, it is anticipated to be the largest private development in Western Massachusetts history. The Project is anticipated to have 250 hotel guest rooms, a 125,000 square foot casino, 54 market rate apartments, a 15-lane bowling alley, a 12-screen luxury movie theatre, an outdoor park and seasonal skating rink, and dozens of shops and restaurants, in addition to large open outdoor public spaces.

WHEREAS, the Project is anticipated to employ 2,000 construction workers and, upon completion, 3,000 permanent workers.

WHEREAS, MGM has submitted RFA-1 and RFA-2 applications under Chapter 23k (the "Gaming Act") to the Massachusetts Gaming Commission (the "Commission"), seeking approval to proceed with an application for issuance of the sole Western Massachusetts gaming license (the "Gaming License").

WHEREAS, the Gaming Act provides a mechanism by which communities, other than the host community, that are proximate to the Project and are expected to be significantly and adversely impacted by the Project, have an opportunity to mitigate such adverse impacts on their respective communities through designation as a "Surrounding Community".

WHEREAS, pursuant to 205 CMR 125.00 (the "Surrounding Community Regulation"), MGM has designated West Springfield as a Surrounding Community, thereby recognizing that the West Springfield will experience significant adverse impacts as a result of the Project...

AGREEMENT

NOW THEREFORE, for valuable consideration, the sufficiency and receipt of which are hereby acknowledged by the Parties, and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Upfront Payment of \$665,000 for a Community Grant plus Reimbursement of Consulting and Legal Fees. Within thirty (30) days of the Commission's award of the Gaming License to MGM, MGM shall pay to the Community Six Hundred and Sixty-Five Thousand Dollars (\$665,000.00), representing the design and permitting costs (but not the construction costs) for reconstruction of Memorial Avenue in West Springfield. In addition, within thirty (30) days of the effective date of this agreement, MGM shall reimburse the Town for the actual expenses incurred by the Town for the payment of any consultants or legal advisors, whether internal or external (collectively, its "Advisors" or "the Community's Advisors") providing services related to or in any way arising from the Community's review of the Project ("Project Review"), including without limitation participation in the arbitration proceeding giving rise to this agreement. MGM's payment for Project Review fees shall be reduced by the amount of any previous grants to the Town for this purpose.
2. Guaranteed Minimum Annual Payments. The Parties agree that, commencing with the opening of the Project to the public (i.e., the date on which MGM begins to collect revenue under the terms of the Gaming License) (the "Grand Opening") and for each year following the Grand Opening through the expiration of MGM's initial gaming license and any extensions thereof (the "Term"), MGM shall pay to the Community: (i) Three Hundred and Seventy-Five Thousand Dollars annually (\$375,000.00) (the "Annual Mitigation Payment"); and (ii) a total of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) in annual payments pursuant to the schedule further detailed below which are acknowledged to be reimbursement of expenses for participation in the Look Back Studies, as defined below (the "Annual Study Cost Reimbursement"). The Annual Study Cost Reimbursement shall be paid as follows: (i) Fifty Thousand Dollars (\$50,000.00) in the first year following the Grand Opening; (ii) One Hundred Thousand Dollars (\$100,000.00) in the second year following the Grand Opening; (iii) Fifty Thousand Dollars (\$50,000.00) in each of the third through fifth years following the Grand Opening; (iv) One Hundred Thousand Dollars (\$100,000.00) in the sixth year following the Grand Opening; and (v) Fifty Thousand Dollars (\$50,000.00) in the seventh through thirteenth years following the Grand Opening. The Parties acknowledge that the Community shall be free to direct the Annual Mitigation Payment and Annual Study Cost Reimbursement (together, the "Annual Payments") to any uses it deems appropriate and shall not be restricted to use the funds for any purpose set forth herein. The Annual Payments shall be made within ninety (90) days of the Grand Opening, and on each twelve month anniversary, as long as such payments are due hereunder, and shall be adjusted annually by the CPI Adjustment Factor applied to host community impact fee payments, as defined in §1(gg) of and as set forth in Exhibit A to the Host Community Agreement between MGM and the City of Springfield.



20

COMMUNITY
MITIGATION
FUND

APPENDIX F

2020 Non-Transportation Planning Project Application

BD-20-1068-1068C-1068L-46130

☐ Check if joint application

Please complete the entire application

Town of West Springfield

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

Marketing Video Campaign

2. PROJECT NAME (Limit 10 words)

Create a series of videos to market West Springfield's attractions, businesses and amenities.

3. BRIEF PROJECT DESCRIPTION (Limit 50 words)

Sharon A. Wilcox, Chief Financial Officer

2. NAME AND TITLE OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY (CONTRACT MANAGER)

Sharon A. Wilcox, Chief Financial Officer

3. LEAD APPLICANT – NAME AND TITLE OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY (CONTRACT MANAGER)

26 Central Street, West Springfield, MA 01089

4. ADDRESS OF INDIVIDUAL RESPONSIBLE FOR HANDLING OF FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY (CONTRACT MANAGER)

(413)263-3025 swilcox@tows.org

5. PHONE # AND EMAIL ADDRESS OF INDIVIDUAL AUTHORIZED TO HANDLE FUNDS ON BEHALF OF MUNICIPALITY/GOVERNMENTAL ENTITY

N/A

6. NAME AND CONTACT INFORMATION OF JOINT APPLICANTS – MUNICIPALITIES/GOVERNMENTAL ENTITIES/DISTRICTS

William C. 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 (413)263-3041 wreichelt@tows.org

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

MGM Springfield

9. NAME OF GAMING LICENSEE

1. IMPACT DESCRIPTION

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

The MGM Springfield Casino is a regional casino, and accordingly it draws largely from the region immediately surrounding it. The Casino has been open and operating for 17 months at the time of this application, but it has been marketing itself to the region for much longer than that. One of the impacts resulting from its regional nature and thorough marketing campaign is new competition for local dollars. Local service and retail businesses are negatively affected by this because they rely on the same pool of discretionary income that the casino and nearby attractions draw from. Restaurants and entertainment-based businesses are particularly affected by the presence of the casino and the amenities within it, such as its restaurants, movie theater, and bowling alley. However, it is not just the regular offerings within the casino that are impacting local businesses across the river in West Springfield, it is also the numerous events at the casino and its affiliated properties including Symphony Hall and the MassMutual Center.

In order to mitigate the impact described above, the Town of West Springfield is proposing to create a marketing campaign to promote our local attractions, businesses, and amenities.

2. PROPOSED USE OF PLANNING FUNDS

a) Please identify the amount of funding requested.

\$50,000

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

The funds are proposed to be used to hire a production company to create a series of video segments highlighting West Springfield attractions, businesses, and amenities.

The project scope would include:

1. Pre-production
 - a. Identifying segment themes
 - b. Developing scripts and outlines of video content
 - c. Scheduling
2. Production
 - a. Filming of segments
3. Post-Production
 - a. Film editing
 - b. Sound editing
 - c. etc.

The budget of \$50,000 is based upon quotes received from two local production companies, and includes the scope items outlined above.

The expected timetable to complete the videos is 6 months but may vary slightly depending on the availability and workload of the production company. Some of the footage may also be weather and seasonally dependent.

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

Two quotes have been attached (Attachment A). They are both from local production companies experienced in the creation of marketing videos.

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

The request to hire and work with a production company to market local attractions, businesses, and amenities will address concerns related to the Casino taking away business from West Springfield. The marketing videos will better position local businesses to attract customers from the surrounding area, as well as capitalize on casino patrons that are interested in exploring the area around the casino. The exposure provided by the videos will ideally remind people already familiar with the area of the various options available to them for dining, shopping, recreating, etc., while also introducing the businesses to new customers who did not already know about them.

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

See answer above

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

N/A

3. CONNECTION TO GAMING FACILITY

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

The funds will be used exclusively for the hiring of a production company to create marketing videos. This will address the impacts of MGM Springfield diverting consumer spending from West Springfield businesses. The marketing videos will be targeted towards drawing new and existing patrons to West Springfield, and encourage them to enjoy the offerings here. It will give exposure to local businesses that do not have the budget to create their own marketing videos, particularly those of a quality consistent with the content that MGM is putting out.

4. INTERNAL CONTROLS/ADMINISTRATION OF FUNDS

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

All funds received from this grant will be used exclusively on the contract between the Town and the selected production company for services including those outlined in the proposed scope of work. If awarded the grant, a copy of the final executed contract between the Town and the firm can be provided to the Gaming Commission as well as a copy of the invoices and purchase order documenting the use of the grant and town funds.

West Springfield will maintain separate fund accounting for all grant related expenditures. Only expenditures approved for funding by the terms of the grant agreement between the MA Gaming Commission and the Town of West Springfield will be charged to the grant fund.

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

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

The Town is a member of the Pioneer Valley Planning Commission (PVPC) and works closely with PVPC whenever possible to address regional and local needs. While there is an ongoing regional marketing campaign, the Town and PVPC agree that it is beneficial for individual communities to market their unique assets and opportunities for entertainment, shopping, dining etc. The Town fully supports and participates in the regional marketing strategy, however we feel there is a need to supplement that with our marketing videos.

6. MATCHING FUNDS FROM GOVERNMENTAL OR OTHER ENTITY

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

If awarded the grant, the Town of West Springfield will provide significant in-kind matching funds in the form of staff time. Town staff that will participate in the oversight of the production process include the Mayor's Community Outreach Coordinator and the Town Planner. The Town staff will also work with local organizations such as the West of the River Chamber of Commerce to leverage additional in-kind support.

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

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

- MGM voluntarily designated West Springfield as a "surrounding community", and as such acknowledged that West Springfield will be significantly and adversely impacted by the construction and operation of the MGM Springfield Casino. Excerpt from the Surrounding Community Agreement Arbitration Agreement (Attachment B):
"Whereas, pursuant to 205 CMR 125.00 (the 'Surrounding Community Regulation'), MGM has designated West Springfield as a Surrounding Community, thereby recognizing that West Springfield will experience significant adverse impacts as a result of the Project..."
- In the Surrounding Community Agreement (Attachment C) between the Town of West Springfield and Blue Tarp Redevelopment, it was agreed upon that a "1st Year Look Back Study" and a "5th Year Look Back Study" would be conducted. The Study Scope included "Net Substitution of Existing Commercial/Retail Activity" as a potential area of adverse impact to be studied.

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

N/A

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

Commercial and retail activity in West Springfield were anticipated to be adversely impacted in the Surrounding Community Agreement. As stated above, the scope for the required Look Back studies identifies net substitution of retail and commercial activity as an area of potential adverse impact that will be studied by a third party consultant. The Town expects that when the first Look Back study is completed it will show local dollars leaving the community to be spent at the casino, and that this substitution of spending is adversely impacting our local businesses.

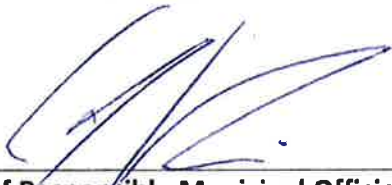
- d) If planning funds are sought for mitigation not required under MEPA, please provide justification why funding should be utilized to plan for such mitigation. For example, a community could provide information on the significance of potential impacts if the impact exceeds projected estimates.

Mitigation of economic impacts were not considered within the Environmental Impact Report provided to MEPA, however they are a critical area of concern relative to the development and operation of the MGM Casino. As a "regional casino", MGM is designed to attract people from within the region, as opposed to a "destination casino", which draws from a larger area. The result is that MGM has created new competition for local dollars which our local businesses rely upon. It is essential to mitigate this by strategically marketing our local businesses to ensure that they receive the exposure and advertising that they need to stay competitive.

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

CERTIFICATION BY MUNICIPALITY/GOVERNMENTAL ENTITY

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



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



Date:

Attachment A

Video Production Quotes



35 Springfield Street, Agawam, MA 01001
Phone: 413.786.4454 Fax: 413.789.4240
pplvideo.com

January 9, 2020

Carly Camossi
Mayor's Outreach Coordinator
Town of West Springfield
26 Central Street
West Springfield, MA 01089

Hi Carly,

Thanks for speaking with me yesterday about the gaming commission grant funding and the associated marketing videos you are looking to produce. To recap our conversation, you're looking to produce a series of short videos that focus on "West Springfield, a Great Place to Live, Work and Play".

Each video segment would be approximately 1.5 to 3 minutes in length on topics like:

- What goes on in Town Hall
- Community Groups in Town
- Why Businesses call West Springfield home
- West Springfield Schools
- Great places to eat in West Springfield
- Fun things to do in West Springfield
- West Springfield Police and Fire Departments
- West Springfield Parks and Rec Department
- Other topics to be determined

Each segment will share a common open and close to provide a uniform look.

The segments will feature individuals (appropriate to the topic) who will appear on camera as well as in voice over, to provide the overall narrative. Cover footage (b-roll) that supports the narrative will be filmed as available.

Once filming is complete, we will edit the on-camera comments to create a program narrative that will be submitted for approval.

Once the narrative has been approved, we will finish the segment, adding b-roll cover shots, on-screen titles and other text identifiers as needed, and music.

As the specific content has not yet been identified, I'd like to provide a-la-carte pricing that includes the following:

Pre-Production: <ul style="list-style-type: none"> • Work with you to identify segment topic. • Develop script/outline of video content to be filmed, individuals, and locations. • Review existing photos or video that can be used. • Scheduling of interviews, b-roll, and locations to be filmed. 	\$150/segment
Production: <ul style="list-style-type: none"> • Full Production days are defined as up to 8hrs, door-to-door of HD video production. This includes travel, crew, with up to 3 cameras, sound, lighting and all associated equipment. Aerial drone filming is included (weather and FAA rules permitting). • Half Production days include the same as above, up to 4hrs. <p><i>*The number of full and half days needed will vary depending on the logistics of each segment, such as travel time, the number of interviews, and locations.</i></p>	<p>\$1,500.00*/ full day</p> <p>\$1,000.00*/ half day</p>
Post-Production: Common Open & Close <ul style="list-style-type: none"> • One-time fee to create program open and close, includes 2D-motion graphics as well as royalty-free music fees and music search. 	\$650.00
Post-Production: Individual Segments <ul style="list-style-type: none"> • Additional Royalty-free music fees and music search. • Preliminary edit of all sound bites to create overall narrative of approximately 1.5 to 3-minutes with up to 2-rounds of revisions. • Graphic services to import and prep supplied logos and on-screen bullet points or text for clarification as needed. • Secondary edit to add b-roll, graphics, and music to a finished video of approximately 1.5 to 3-minutes with up to 2 additional rounds of revisions <p><i>*Complete segment rate is based on 1-day of production. Add \$320 (10%) to this price for each addition half day of production.</i></p>	<p>\$165.00/hr.</p> <p>\$3,200.00*/segment</p>

Based on the pricing shown, below is projected costs relative to the number of production days, associated editing, and number of segments produced.

Note: there may be additional savings if content for more than one segment can be filmed on the same day.

Cost Per Segment:	1 to 4	5 or more - Save 10%
With 1-day of production	\$4,850.00	\$4,365.00
With 1.5-days of production	\$6,170.00	\$5,553.00
With 2-days of production	\$6,990.00	\$6,291.00

	<i>Number of segments produced</i>				
Total Cost :	2	4	6	8	10
With 1-day of production	\$9,700.00	\$19,400.00	\$26,190.00	\$34,920.00	\$43,650.00
With 1.5-days of production	\$12,340.00	\$24,680.00	\$33,318.00	\$44,424.00	\$55,530.00
With 2-days of production	\$13,980.00	\$27,960.00	\$37,746.00	\$50,328.00	\$62,910.00

In all cases the one-time post-production fee of \$650.00 to create the common open and close will be additional to the projected costs above.

As you can see, the pricing is variable depending on the number of production days and associated editing cost. For grant purposes, I suggest you use the largest projected cost to cover the largest effort.

All finished videos will be delivered electronically. No tangible media is included.

The quoted prices are firm based on the efforts described above and will not change unless the scope of the project changes. If you request any significant changes to the scope of the project, we will respond in writing with a revised quotation.

Progress Billing: No advance payments are necessary; however, we will invoice you as progress is made. Production costs will be invoiced as completed. Post-production services will be invoiced upon delivery of finished videos.

Payment Terms: Invoices are payable net 25 days from invoice date.

Carly, I hope this provides you enough information to submit your grant application. Please don't hesitate to contact me if you have any questions at all.

Thanks very much for the opportunity quote.

John Shanahan
President
Penfield Productions, Ltd.



PRODUCTION PROPOSAL

WEST SPRINGFIELD PROMOS

DATE

13 JANUARY 2020

BY

CHRIS THIBAUT

PROJECT OVERVIEW

OBJECTIVE

Create a set of promotional films that not only educates the viewers on key aspects of the town, but entertains them in the process.

The film(s) should feel comparable to national competitors in regards to quality.

The work we have done with other municipalities has proven to be successful time and time again.

This is partly because we have the experience, skill, talent, equipment and resources needed to tackle large projects that can overwhelm if not properly prepared.

But the real reason our films are successful is because we actually care. We love creating things that resonate with an audience.



PROJECT OVERVIEW

STYLE & DELIVERABLES

We envision creating the promotional films with the energy of a good movie trailer. Not too long, not too short but impactful and entertaining.

MAIN FILM (3-5 minutes)

This would be the "long" version that would tell West Springfield's story in a way that can be easily consumed by viewers.

SHORT FILMS #1-5 (around 1-2 minutes)

These would be separate films based on segments from the long version that talk a little more in depth about key talking points about West Springfield. Topics would be determined in the Pre-Production process and may include "School System", "Shopping", "Location", "Public Services", "Restaurants", etc.



EXAMPLES



City of Springfield Promotional Film - [CLICK HERE](#)



Western Mass Visitor's Bureau TV Spot - [CLICK HERE](#)



Bright Nights Mini-Documentary - [CLICK HERE](#)

ESTIMATED COST

PRE-PRODUCTION

\$2,000

- Script development
- Location scouting
- Detailed shot list prep
- General Pre-Pro Producing tasks

PRODUCTION (estimated for entire project)

\$20,000

Crew

- Director/DP
- Producer
- Production Assistant

Equipment

- Dual cinema camera with premium lensing
- Audio
- 1 Ton Lighting and grip trailer
- Wireless monitoring
- Dolly / tracks
- Drone services
- Studio space/time

POST-PRODUCTION

\$18,000

- (1) "Main Film" (around 3-5 minutes)
- (5) "Short Films" (around 1-2 minutes)
- Color grading
- Visual FX services
- Music search and licensing
- Professional voice-over narration

TOTAL

\$40,000

TERMS

50% is due **before** any Pre-Production work is completed or any Production dates are reserved.

Remaining balance is due after final cut(s) are approved but **before** delivery of hi-resolution media to stations or for archival purposes.

Print	Sign	Date
Print	Sign	Date

**CHRIS
TEEBO**
FILMS

865 Memorial Avenue
Suite C
West Springfield, MA 01089

413-650-5524
christeebo.com

Attachment B

Surrounding Community Arbitration Agreement

COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS GAMING COMMISSION

SURROUNDING COMMUNITY ARBITRATION BETWEEN
BLUE TARP reDEVELOPMENT, LLC AND MGM RESORTS INTERNATIONAL, INC.
AND
THE TOWN OF WEST SPRINGFIELD

REPORT AND FINAL ARBITRAL AWARD

This Report and Final Arbitral Award is filed with the Massachusetts Gaming Commission, (the "Commission"), and issued to the parties hereto, pursuant to 205 CMR 125.01(6)(c)7., as amended. The matter involved is an arbitration between Blue Tarp reDevelopment LLC and MGM Resorts International, Inc., (the "Applicant" or "MGM"), on one side, and the city known as the Town of West Springfield, Massachusetts, (the "Surrounding Community" or the "Town"), on the other.

Procedural Background

The Town was one of seven communities voluntarily designated as a "surrounding community" by MGM. The other six were Ludlow, Wilbraham, East Longmeadow, Agawam, Chicopee and Holyoke. The Town of Longmeadow, on its petition to the Commission, was similarly designated.

Being unable to reach agreement on a surrounding community agreement between them, on March 26, 2014, MGM and the Town served notice on the Commission of their intent to commence this arbitration. 205 CMR 125.01(6)(c)2., as amended. In that notice, the Commission was advised that the parties were in the process of selecting a panel of separate arbitrators, (the "Panel"), with Hon. Allan van Gestel (Ret.) to serve as the third neutral, independent arbitrator for the Panel. Shortly thereafter, MGM designated Hon. Margaret R. Hinkle (Ret.) as its neutral, independent arbitrator, and the Town designated Hon. Charles B.

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WEST SPRINGFIELD

Swartwood, III (Ret.) as its neutral, independent arbitrator.

On March 27, 2014, MGM and the Town submitted to the Commission their best and final offers ("BAFOs") for a surrounding community agreement pursuant to G.L. c. 23K, §15(9). See 205 CMR 125.01(6)(c)3., as amended. MGM and the Town also provided the Panel with copies of their BAFOs, and other required and permitted documentation, see 205 CMR 125.01(6)(c)4., including briefing, pre-filed testimony and exhibits, which service was completed by April 16, 2014.

On April 8, 2014, counsel for MGM and the Town held a telephonic conference with Mr. van Gestel, the latter speaking for and with the permission of the other two selected arbitrators. After that conference, a Memorandum, Agreement and Order Regarding Proceedings issued on April 9, 2014. Pursuant thereto, a one-day arbitral hearing was held on April 18, 2014, at which each party utilized slightly more than three hours for their oral presentations. It is out of that arbitral process, and the Panel's deliberations thereafter, that this Report and Final Arbitral Award issues, all pursuant to G.L. c. 23K and 205 CMR 125.01(6)(c), as amended.

It should be noted that MGM, on April 3, 2014, and the Town, on April 4, 2014, filed petitions with the Commission, under 205 CMR 125.01(6)(c)6., as amended, objecting that the BAFO of the other party contains a term or terms that are fundamentally inconsistent with a provision or the purposes of G.L. c. 23K. While the Panel has reviewed those objections in the process of reaching its conclusions, it is aware that any proceedings related to resolving those petitions are to be addressed by the Commission and are not subject to review or report by the Panel. See 205 CMR 125.01(6)(c)6. and 7., as amended.

Discussion and Report

The parties each requested a hearing to present their respective evidence and arguments. Consequently, as noted, a hearing was held on April 18, 2014.¹ At that hearing, in addition to the documentation previously filed, the parties presented witnesses, oral arguments, comments, and pictorial slides, charts and exhibits, reflecting their respective positions with regard to their own BAFO and that of the other side.

It is required that the BAFOs submitted “shall be in the form of an executable surrounding community agreement.” 205 CMR 125.01(6)(c)3., as amended. The Panel finds that each of the two BAFOs considered in this matter meet that requirement.

Both MGM and the Town have submitted petitions to the Commission with regard to the other’s BAFO, claiming that it contains items that are inconsistent with or contrary to the provisions of G.L. c. 23K. As noted above, it is for the Commission, not this Panel, to resolve those issues. That, however, was not seen as preventing this Panel from looking at and considering, without commenting on, the nature of the objections. Having done so, the Panel concludes that each BAFO could benefit from some modifications. But for this Panel to make, or even suggest what they might be, is beyond our jurisdiction under the amended binding arbitration procedure in 250 CMR 125.01(6)(c).

The Panel recognizes that “[i]n reaching its decision, the arbitrators shall select the best and final offer of one of the parties and incorporate those terms into the report.” 205 CMR

¹ The panel was assisted in its process by its review of G.L. c. 23K, 205 CMR 125.01(6)(c), as amended, and the Handbook for Binding Arbitration Between an Applicant for a Gaming Establishment License and a Surrounding Community to Reach a Surrounding Community Agreement (December 19, 2013).

125.01(6)(c)7., as amended. This is what is often referred to as “baseball arbitration” where each party presents its proposed best offer – here the BAFOs – and, after a hearing, the arbitral Panel must choose one BAFO, without modification. This form of arbitration limits the Panel’s discretion in arriving at its decision. In fact, the governing rules leave no option or availability for the arbitrators to make any adjustments to the selected best and final offer, even if necessary to ensure that this report is consistent with G.L. c. 23K. The recent amendment to the Binding Arbitration Procedure rules struck that power from the original version of 205 CMR 125.01(6)(c)3. and added new subsections 6. - 12. to the amended version of these rules.

In making this report and conducting this arbitration, the Panel has kept in mind the goal that it is to arrive at a fair and reasonable agreement between the applicant and the surrounding community.

Further, the Panel is bound and controlled by the definition of surrounding communities in the Gaming Act, G.L. c. 23K, §2, which reads:

“‘Surrounding communities’, municipalities in proximity to a host community which the commission determines experience or are likely to experience impacts from the development or operation of a gaming establishment, including municipalities from which the transportation infrastructure provides ready access to an existing or proposed gaming establishment.”

In the process, the Panel considered and weighed, from all the materials presented, the 12 specific factors listed in the Commission’s Handbook for Binding Arbitration Between an Applicant for a Gaming Establishment License and a Surrounding Community to Reach a Surrounding Community Agreement (December 19, 2013), at pp. 7 and 8.

To this Panel, the most convincing factors in making its ultimate award are that the Town’s BAFO appears more fair and reasonable than that of MGM, and the proposed payments

appear to be lower than the actual costs the Town will incur in responding to its likely impacts from the MGM project.

One of the features of both BAFOs is the one-year and five-year look-back provisions. On their face, they suggest a possible way of avoiding having to estimate up front what might happen in the future and instead rely on what actually occurs. The look-back provisions may not be the panacea for which they are touted. They have a tendency to shift the burden of proof and the burden of response from the applicant to the surrounding community. They put the surrounding community in the position of having to front-end studies and costs of repairs and additions to its infrastructure and incur costly additional police and fire protection. Then the Town must demonstrate – and in the process amass the necessary evidence, an expensive process in its own right – that the amounts it spent were necessary and directly caused by the introduction of the gaming establishment. By definition, the Town, as a surrounding community, is presumed to “experience or [is] likely to experience impacts from the development of” MGM’s gaming establishment.

In making its selection, the Panel has reviewed the six surrounding community agreements already signed between MGM and Agawam, Chicopee, East Longmeadow, Holyoke, Ludlow and Wilbraham. It also has examined the competing BAFOs involved in the pending Longmeadow arbitration. The Panel concludes that three particular factors make the Town of West Springfield different from the rest.

First, the Pioneer Valley Planning Commission’s traffic engineering firm, GPI, has concluded that “[o]f all of those communities considered in this review process the Town of West Springfield is considered the most heavily impacted in relation to traffic.” The Panel observes, as

do some of the experts, that the Town's roads are not currently adequate to absorb the increased traffic flows as a result of the casino's location.

Second, the Town is by far the closest geographically to the site of the MGM project. It is within plain view and 800 yards walking distance across a bridge from the MGM site. This leads to the Town's neighborhoods of Merrick and Memorial, which are its lowest rent and lowest cost areas. The Panel concludes that this proximity is likely to cause public safety issues, including increased crime.

Third, the Panel concludes, as do some of the experts, that smaller and less affluent communities generally are more affected by the kind of adverse impacts a project of this sort presents.

In addition, the Panel finds that the reimbursement dollar amounts proposed for the Town in MGM's BAFO are considerably lower than those appearing in other surrounding community agreements in the Commonwealth, including those impacted by the slots-only project at Raynham Park.

Still further, the Panel is aware that MGM voluntarily designated the Town as a surrounding community to its proposed gaming establishment. This designation carries with it the presumptions that the Town's infrastructure will be significantly and adversely affected by the gaming establishment, will also be significantly and adversely affected by the development of the gaming establishment before its opening, will be significantly and adversely affected by the operation of the gaming establishment after its opening, and will be significantly and adversely affected by any other relevant potential impacts. See 205 CMR 125.01(2)(b)1., 2., 3., 4. and 5.


Final Award

After deliberation, this Panel unanimously selects the Best and Final Offer of the Town of West Springfield, which BAFO is attached to this Report and Final Award as Exhibit A, and its terms are hereby incorporated by reference in and made a part of this Report as required by 205 CMR 125.01(6)(c)7., as amended.

By the Arbitral Panel:


Allan van Gestel


Margaret R. Hinkle


Charles B. Swartwood, III

Dated: April 24, 2014

Exhibit A

SURROUNDING COMMUNITY AGREEMENT

This surrounding community agreement (this "Agreement") is entered into this ____ day of _____, 2014 (the "Effective Date") by and between Blue Tarp reDevelopment, LLC ("MGM"), a Massachusetts limited liability company, with an office address of 1441 Main Street, Suite 1137, Springfield, MA, owner and developer of the MGM Springfield project in Springfield, Massachusetts and West Springfield, Massachusetts (the "Community", the "Town" or "West Springfield"), a municipality in the Commonwealth of Massachusetts (MGM and the Community hereinafter collectively the "Parties" or individually a "Party").

RECITALS

WHEREAS MGM is an affiliate of MGM Resorts International (NYSE: MGM) ("MGM Resorts").

WHEREAS, the MGM Springfield project is a destination casino resort planned for downtown Springfield, Massachusetts expected to cost approximately \$800 million and include 1,000,000 square feet (the "Project"). When constructed, it is anticipated to be the largest private development in Western Massachusetts history. The Project is anticipated to have 250 hotel guest rooms, a 125,000 square foot casino, 54 market rate apartments, a 15-lane bowling alley, a 12-screen luxury movie theatre, an outdoor park and seasonal skating rink, and dozens of shops and restaurants, in addition to large open outdoor public spaces.

WHEREAS, the Project is anticipated to employ 2,000 construction workers and, upon completion, 3,000 permanent workers.

WHEREAS, MGM has submitted RFA-1 and RFA-2 applications under Chapter 23k (the "Gaming Act") to the Massachusetts Gaming Commission (the "Commission"), seeking approval to proceed with an application for issuance of the sole Western Massachusetts gaming license (the "Gaming License").

WHEREAS, the Gaming Act provides a mechanism by which communities, other than the host community, that are proximate to the Project and are expected to be significantly and adversely impacted by the Project, have an opportunity to mitigate such adverse impacts on their respective communities through designation as a "Surrounding Community".

WHEREAS, pursuant to 205 CMR 125.00 (the "Surrounding Community Regulation"), MGM has designated West Springfield as a Surrounding Community, thereby recognizing that the West Springfield will experience significant adverse impacts as a result of the Project...

AGREEMENT

NOW THEREFORE, for valuable consideration, the sufficiency and receipt of which are hereby acknowledged by the Parties, and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Upfront Payment of \$665,000 for a Community Grant plus Reimbursement of Consulting and Legal Fees. Within thirty (30) days of the Commission's award of the Gaming License to MGM, MGM shall pay to the Community Six Hundred and Sixty-Five Thousand Dollars (\$665,000.00), representing the design and permitting costs (but not the construction costs) for reconstruction of Memorial Avenue in West Springfield. In addition, within thirty (30) days of the effective date of this agreement, MGM shall reimburse the Town for the actual expenses incurred by the Town for the payment of any consultants or legal advisors, whether internal or external (collectively, its "Advisors" or "the Community's Advisors") providing services related to or in any way arising from the Community's review of the Project ("Project Review"), including without limitation participation in the arbitration proceeding giving rise to this agreement. MGM's payment for Project Review fees shall be reduced by the amount of any previous grants to the Town for this purpose.

2. Guaranteed Minimum Annual Payments. The Parties agree that, commencing with the opening of the Project to the public (i.e., the date on which MGM begins to collect revenue under the terms of the Gaming License) (the "Grand Opening") and for each year following the Grand Opening through the expiration of MGM's initial gaming license and any extensions thereof (the "Term"), MGM shall pay to the Community: (i) Three Hundred and Seventy-Five Thousand Dollars annually (\$375,000.00) (the "Annual Mitigation Payment"); and (ii) a total of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) in annual payments pursuant to the schedule further detailed below which are acknowledged to be reimbursement of expenses for participation in the Look Back Studies, as defined below (the "Annual Study Cost Reimbursement"). The Annual Study Cost Reimbursement shall be paid as follows: (i) Fifty Thousand Dollars (\$50,000.00) in the first year following the Grand Opening; (ii) One Hundred Thousand Dollars (\$100,000.00) in the second year following the Grand Opening; (iii) Fifty Thousand Dollars (\$50,000.00) in each of the third through fifth years following the Grand Opening; (iv) One Hundred Thousand Dollars (\$100,000.00) in the sixth year following the Grand Opening; and (v) Fifty Thousand Dollars (\$50,000.00) in the seventh through thirteenth years following the Grand Opening. The Parties acknowledge that the Community shall be free to direct the Annual Mitigation Payment and Annual Study Cost Reimbursement (together, the "Annual Payments") to any uses it deems appropriate and shall not be restricted to use the funds for any purpose set forth herein. The Annual Payments shall be made within ninety (90) days of the Grand Opening, and on each twelve month anniversary, as long as such payments are due hereunder, and shall be adjusted annually by the CPI Adjustment Factor applied to host community impact fee payments, as defined in §1(gg) of and as set forth in Exhibit A to the Host Community Agreement between MGM and the City of Springfield.

3. Baseline Study of Surrounding Community Conditions. MGM shall, at its own expense, engage a neutral, qualified and independent third party (the "Third Party") to perform a comprehensive study (the "Initial Study") of the current conditions existing in the Community pursuant to the study scope and other requirements set forth on Exhibit A (the "Study Scope"). MGM shall make clear to the Third Party that MGM is not the client of the Third Party and that the obligations of the Third Party are to impartially and fully evaluate all matters within the Study Scope. MGM shall request that the Third Party commence the Initial Study no later than sixty (60) days after the issuance of the Gaming License to MGM and complete the Initial Study within ninety (90) days of commencing the Initial Study (the "Initial Study Period"). The Community shall cooperate with all of the Third Party's reasonable requests for information in connection with the Initial Study, including but not limited to providing the Third Party with documentation, data and access to relevant municipal personnel.

MGM shall not be entitled to review and comment on any drafts of the written report(s) to be produced by the Third Party prior to such drafts being provided to the Community. The Community shall have the opportunity to review and comment upon any report(s) of the Third Party prior to it being finalized.

4. Retroactive "Look Back" Studies.

(a) The 1st Year Look Back Study. MGM shall, at its own expense, engage the Third Party to conduct an additional study fifteen (15) months following the Grand Opening (the "1st Year Look Back Study"). The 1st Year Look Back Study will be based on data collected by the Third Party within the Study Scope from the first twelve (12) months following the Grand Opening (the "Initial Look Back Period"). The 1st Year Look Back Study will analyze the areas within the Study Scope to determine the dollar value of any significant and adverse impact the Community has experienced during the Initial Look Back Period. The results of the 1st Year Look Back Study will be set forth by the [TBD 3d Party] in a report setting forth [TBD 3d Party]'s findings (the "1st Year Study Report").

MGM shall not be entitled to review and comment on any drafts of the written report(s) to be produced by the Third Party prior to such drafts being provided to the Community. Prior to issuance of the 1st Year Study Report, however, the Parties agree that the Third Party shall first provide to each of the Parties a draft of its report, and provide each of the Parties thirty (30) days to review and provide comments to the report (respectively, "Community's 1st Year Study Comments" and "MGM's 1st Year Study Comments", collectively the "1st Year Study Comments"). Within thirty (30) days following the expiration of that review period and receipt

of the 1st Year Study Comments, if any, the Third Party will issue to the Parties its 1st Year Study Report.

(b) The 5th Year Look Back Study. MGM further shall, at its own expense, engage the Third Party to conduct an additional study five (5) years and three (3) months following the Grand Opening (the "5th Year Look Back Study"). The 5th Year Look Back Study will be based on data collected by the Third Party within the Study Scope from the five (5) year period following the Grand Opening (the "Full Look Back Period"). The 5th Year Look Back Study will analyze the areas within the Study Scope to determine the dollar value of any significant and adverse impact the Community has experienced during the Full Look Back Period. The results of the 5th Year Look Back Study will be set forth by the [TBD 3d Party] in a report setting forth the Third Party's findings (the "5th Year Study Report"). Prior to issuance of the 5th Year Study Report, however, the Parties agree that the Third Party shall first provide to each of the Parties a draft of its report, and provide each of the Parties thirty (30) days to review and provide comments to the report (respectively, "Community's 5th Year Study Comments" and "MGM's 5th Year Study Comments", collectively the "5th Year Study Comments"). Within thirty (30) days following the expiration of that review period and receipt of the Parties' 5th Year Study Comments, if any, the Third Party will issue to the Parties its 5th Year Study Report.

5. The Third Party Role. The Parties agree that notwithstanding MGM's agreement to fund the Third Party for the Initial Study, the 1st Year Look Back Study, and the 5th Year Look Back Study, the Third Party shall conduct such studies independently pursuant to this Agreement. MGM shall select the Third Party in good faith, in consultation with the Community and upon mutual agreement of MGM, on the one hand, and a majority of the Abutters (as defined in Section 8 below). The Parties agree that the Third Party should be neutral and independent and qualified in the area of economic development and impacts thereof (both positive and adverse), including traffic, land use, public safety, business impacts, social impacts and any other matters within the Study Scope. In the reasonable discretion of the Third Party, the Third Party may subcontract with other experts and/or consultants as reasonably necessary to ensure the breadth of expertise necessary and appropriate to study the full range of potential impacts on the Community. The Community shall have full and unfettered access to the Third Party throughout the course of its engagement.

6. Determination of Net Adverse Impact Amounts.

(a) Year One Net Adverse Impact Amount. Upon issuance of the 1st Year Study Report, the Parties will work in good faith to mutually agree upon the dollar value of the net significant and adverse impact on the Community, if any, based on the 1st Year Study Report (the "Year One Net Adverse Impact Amount"). If the Parties cannot agree on the Year One Net Adverse

Impact Amount, then, no later than the forty-fifth (45th) day following the issuance of the 1st Year Study Report, the Community shall present to MGM a written offer setting forth the amount proposed to be the Year One Net Adverse Impact Amount and the reasons supporting such offer (the "Community's Year One Offer"). Within fifteen (15) days of receipt of that offer, MGM shall either (i) accept the Community's Year One Offer as the Year One Net Adverse Impact Amount, in which case such offer shall become the Year One Net Adverse Impact Amount or (ii) present a written counter offer proposed to be the Year One Net Adverse Impact Amount and the reasons supporting such offer ("MGM's Year One Counter Offer"). Upon receipt of MGM's Year One Counter Offer, the Community will have fifteen (15) days within which to accept or reject it. If the Community accepts MGM's Year One Counter Offer, such counter offer shall become the Year One Net Adverse Impact Amount. If the Community rejects MGM's Year One Counter Offer, the Parties shall follow the arbitration procedure set forth in subsection 6(c) below.

(b) Year Five Net Adverse Impact Amount. Upon issuance of the 5th Year Study Report, the Parties will work in good faith to mutually agree upon the dollar value of the net significant and adverse impact on the Community, if any, based on the 5th Year Study Report (the "Year Five Net Adverse Impact Amount"). If the Parties cannot agree on the Year Five Net Adverse Impact Amount, then, no later than the forty-fifth (45th) day following the issuance of the 5th Year Study Report, the Community shall present to MGM a written offer setting forth the amount proposed to be the Year Five Net Adverse Impact Amount and the reasons supporting such offer (the "Community's Year Five Offer"). Within fifteen (15) days of receipt of that offer, MGM shall either (i) accept the Community's Year Five Offer as the Year Five Net Adverse Impact Amount, in which case such offer shall become the Year Five Net Adverse Impact Amount or (ii) present a written counter offer proposed to be the Year Five Net Adverse Impact Amount and the reasons supporting such offer ("MGM's Year Five Counter Offer"). Upon receipt of MGM's Year Five Counter Offer, the Community will have fifteen (15) days within which to accept or reject it. If the Community accepts MGM's Year Five Counter Offer, such counter offer shall become the Year Five Net Adverse Impact Amount. If the Community rejects MGM's Year Five Counter Offer, the Parties shall follow the arbitration procedure set forth in subsection 6(c) below.

(c) Arbitration of Net Adverse Impact Amounts. The Parties agree that to the extent they are not able to agree upon the Year One Net Adverse Impact Amount or the Year Five Net Adverse Impact Amount (collectively, the "Net Adverse Impact Amounts"), the Net Adverse Impact Amounts shall be determined by an arbitration hearing held in Hampden County, Massachusetts. Said arbitration shall be conducted by a three person panel (unless the parties agree on the identity of a single arbitrator), with each Party choosing one member of the arbitration panel, and each of those selections agreeing on the third member. Each party shall

notify the other party of its choice of arbitrator within thirty (30) days following the rejection of MGM's Year One Counter Offer or Year Five Counter Offer, as the case may be. With respect to the Year One Adverse Impact Amount, the arbitrator shall select either the Community's Year One Offer or MGM's Year One Counter Offer, unless either party chooses to make a last and best offer prior to the conclusion of the Arbitration proceedings, in which case the other party shall have the right to make its own last and best offer prior to the arbitrator rendering its decision. With respect to the Year Five Net Adverse Impact Amount, the arbitration panel shall select either the Community's Year Five Offer or MGM's Year Five Counter Offer, unless either party chooses to make a last and best offer prior to the conclusion of the Arbitration proceedings, in which case the other party shall have the right to make its own last and best offer prior to the arbitrator rendering its decision. The arbitration shall be subject to the rules of the American Arbitration Association. Each Party shall bear its own costs of the arbitration, except that the fees of the arbitrators shall be borne by MGM. The Parties agree that the decision of the arbitration panel, which shall be rendered within thirty (30) days of the date of the arbitration hearing, shall be final, binding and non-appealable.

7. Payment of Net Adverse Impact Amounts.

(a) Priority of Reimbursement Obligations. The Parties hereby agree that the Community shall look exclusively to the Annual Mitigation Payment for satisfaction of the first Three Hundred and Seventy-Five Thousand Dollars (\$375,000.00) of the Net Adverse Impact Amounts. The Parties further agree that the Community shall next exercise good faith efforts to secure state funding for any remaining Net Adverse Impact Amounts through the Community Mitigation Fund established by M.G.L. c. 23k, §61, as applicable (the "State Mitigation Fund"). To the extent that any Net Adverse Impact Amounts remain unfunded after application of the Annual Mitigation Payment and any funding received from the State Mitigation Fund, MGM agrees to pay the balance to the Community as set forth below. To the extent that the Community receives funding from one of the State Mitigation Fund after MGM has paid any Net Adverse Impact Amount beyond the Annual Mitigation Payment, MGM shall be entitled to a credit toward any future Net Adverse Impact Amount payment obligations in excess of its Annual Mitigation Payment obligation.

(b) Payment of Year One Net Adverse Impact Amount. MGM shall pay the unfunded Year One Net Adverse Impact Amount, if any, in excess of the Annual Mitigation Payment and any funding the Community has received from the State Mitigation Fund, within thirty (30) days of the determination of said amount pursuant to Section 6 above and, to the extent that such amount is deemed to be an annual obligation, shall continue to make such payment annually thereafter until the determination of the Year Five Net Adverse Impact Amount. The Parties further acknowledge that if the 1st Year Look Back Study demonstrates a net positive impact, or the Year One Net Adverse Impact Amount is determined to be less than the Annual Mitigation Payment plus any funding the Community has received from the State Mitigation Fund, MGM shall have no further monetary obligations to the Community beyond the Annual Payments during the period up to the determination of the Year Five Net Adverse Impact Amount.

(c) Payment of Year Five Net Adverse Impact Amount. MGM shall pay the unfunded Year Five Net Adverse Impact Amount, if any, in excess of the Annual Mitigation Payment and any funding the Community has received from the State Mitigation Fund, within thirty (30) days of the determination of said amount pursuant to Section 6 above and, to the extent that such amount is deemed to be an annual obligation, shall continue to make such payment annually thereafter through the remainder of the Term. The Parties further acknowledge that if the 5th Year Look Back Study demonstrates a net positive impact, or the Year Five Net Adverse Impact Amount is determined to be less than the Annual Mitigation Payment plus any funding the Community has received from the State Mitigation Fund, MGM shall have no further monetary obligations to the Community beyond the Annual Payments, except in the event this agreement is reopened in accordance with 205 CMR 127.

8. Assignment. This Agreement may not be assigned or transferred by either Party without the prior written consent of the other Party; provided, however: (i) MGM may assign this Agreement to an acquirer of all, or substantially all, of its assets or equity interests; and (ii) MGM may assign this Agreement to any affiliate so long as such assignment does not relieve MGM of any obligation hereunder.

9. Term and Termination. This Agreement shall continue for the Term as defined above or until terminated by the mutual written agreement of all of the Parties. The Parties agree that their respective obligations and commitments hereunder are subject to such Party's compliance with the terms and conditions of this Agreement, and that in the event such Party materially breaches such obligations, the non-breaching Party shall have the right to terminate this Agreement. Upon written notice to the Community, MGM shall have the right to terminate (with or without cause) on the date on which (i) MGM provides notice to Community that it is no longer eligible to receive or continue to pursue a Gaming License; or (ii) following the approval of MGM for a Gaming License, such Gaming License is no longer effective. Such termination shall not relieve MGM of the obligation to reimburse the Community for any consultant fees incurred prior thereto or for any other payment obligations that have arisen prior thereto.

10. Entire Agreement. This Agreement contains all of the terms, promises, conditions and representations, made or entered into by and among the Parties, supersedes all prior discussions, agreements and memos, whether written or oral between and among the Parties, and constitutes the entire understanding of the Parties and shall be subject to modification or change only in writing and signed by all Parties.

11. Compliance with Laws. The Parties shall perform all of their respective obligations under the Agreement in compliance with all applicable laws, ordinances, regulations, or codes. This Agreement shall be governed by, and construed according to, the laws of the Commonwealth of Massachusetts, without regard to any choice of law provisions thereof which would require application of the laws of another jurisdiction.

12. Execution in Counterparts. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures on all counterparts are upon the same instrument.

13. Severability; Captions. In the event that any clause or provision of this Agreement should be held to be void, voidable, illegal, or unenforceable, the remaining portions of this Agreement shall remain in full force and effect. Headings or captions in this Agreement are added as a matter of convenience only and in no way define, limit or otherwise affect the construction or interpretation of this Agreement.

14. Interpretation. This Agreement shall be given a fair and reasonable interpretation of the words contained in it without any weight being given to whether a provision was drafted by one Party or its counsel.

15. Authority. Each Party represents and warrants to the other Parties that it has full power and authority to make this Agreement and to perform its obligations hereunder and that the person signing this Agreement on its behalf has the authority to sign and to bind that Party.

ACKNOWLEDGED AND AGREED TO BY:

Community:

MGM:

TOWN OF WEST SPRINGFIELD

BLUE TARP reDEVELOPMENT, LLC

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

EXHIBIT "A"

A. Study Scope

Each of the Initial Study, 1st Year Look Back Study, and 5th Year Look Back Study (the "Studies") shall assess the dollar value of any significant and adverse impact of the Project on a Surrounding Community, after offsetting for the dollar value of any positive impacts of the Project on such community. In determining such assessment the Studies shall consider the following:

1. Potential Areas of Adverse Impact

- a. Construction Impacts, including without limitation heavy truck travel through West Springfield, code enforcement and other public safety expenses resulting from new or temporary residence in the Town by construction-related employees; noise, dust and other environmental impacts resulting from construction of the Project.
- b. Net Substitution of Existing Commercial/Retail Activity
- c. Traffic Improvement Needs Reasonably Related to Travel to and from the Project Site based upon traffic analysis conducted by, or at the direction of, the Pioneer Valley Planning Commission (PVPC), similar in scope and process as that conducted by PVPC
- d. Utility Infrastructure Needs Reasonably Related to the Project
- e. Crime Rates and Public Safety
- f. Residential Real Estate Values
- g. Public Education
- h. Public Health, including but not limited to addiction
- i. Additional Municipal Administrative Burdens, including but not limited to code enforcement.

2. Potential Areas of Positive Impact and Mitigation

- a. Increase in municipal revenue resulting from additional Commercial/Retail Activity
- b. Increase in municipal revenue resulting Tourism and Community Business Development
- c. Increase in municipal revenue resulting Local Vendor/Supplier Spending in the Community
- d. Improved traffic and infrastructure directly attributable to MGM or MGM Tax Revenues Pursuant to M.G.L. c. 23k to the extent that such amounts are not in place of other state funding currently received by the Community as of the date of this Agreement;
- e. Crime Rates and Public Safety

- f. Increase in municipal revenue resulting from increased Residential Real Estate Values
- g. Receipt of MGM Tax Revenues Pursuant to M.G.L. c. 23k or any other third party funding, whether private or public, state or federal, which otherwise offsets or mitigates or is available to mitigate the specific potential adverse impact to the extent that such amounts are not in place of other state funding currently received by the Community as of the date of this Agreement ("Other Mitigation Funding");
- h. Increase in municipal revenue resulting from employment of Residents



THE RESOLUTION EXPERTS®

PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Town of West Springfield / Blue Tarp reDevelopment LLC, et al.
Reference No. 1400014869

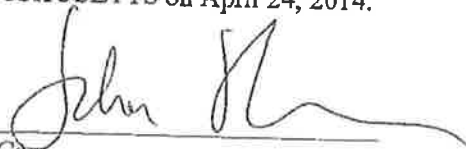
I, John J. Carr, not a party to the within action, hereby declare that on April 24, 2014 I served the attached Report and Final Arbitral Award on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Boston, MASSACHUSETTS, addressed as follows:

Seth Stratton Esq.
Fitzgerald Attorneys at Law
One Monarch Place, Ste. 1440
Springfield, MA 01144
Tel: 413-486-1110
Email: sns@fitzgeraldatlaw.com
Parties Represented:
Blue Tarp reDevelopment LLC
MGM Resorts International

Jonathan Silverstein Esq.
Kopelman & Paige, PC
101 Arch St.
Boston, MA 02110
Tel: 617-556-0007
Email: jsilverstein@k-plaw.com
Parties Represented:
Town of West Springfield

Jed Nosal Esq.
Brown Rudnick LLP
One Financial Center
Boston, MA 02111
Tel: 617-856-8272
Email: jnosal@brownrudnick.com
Parties Represented:
MGM Grand, Inc.

I declare under penalty of perjury the foregoing to be true and correct. Executed at Boston,
MASSACHUSETTS on April 24, 2014.



John J. Carr
jcarr@jamsadr.com

Attachment C

Surrounding Community Agreement

SURROUNDING COMMUNITY AGREEMENT

This surrounding community agreement (this "Agreement") is entered into this ____ day of _____, 2014 (the "Effective Date") by and between Blue Tarp reDevelopment, LLC ("MGM"), a Massachusetts limited liability company, with an office address of 1441 Main Street, Suite 1137, Springfield, MA, owner and developer of the MGM Springfield project in Springfield, Massachusetts and West Springfield, Massachusetts (the "Community", the "Town" or "West Springfield"), a municipality in the Commonwealth of Massachusetts (MGM and the Community hereinafter collectively the "Parties" or individually a "Party").

RECITALS

WHEREAS MGM is an affiliate of MGM Resorts International (NYSE: MGM) ("MGM Resorts").

WHEREAS, the MGM Springfield project is a destination casino resort planned for downtown Springfield, Massachusetts expected to cost approximately \$800 million and include 1,000,000 square feet (the "Project"). When constructed, it is anticipated to be the largest private development in Western Massachusetts history. The Project is anticipated to have 250 hotel guest rooms, a 125,000 square foot casino, 54 market rate apartments, a 15-lane bowling alley, a 12-screen luxury movie theatre, an outdoor park and seasonal skating rink, and dozens of shops and restaurants, in addition to large open outdoor public spaces.

WHEREAS, the Project is anticipated to employ 2,000 construction workers and, upon completion, 3,000 permanent workers.

WHEREAS, MGM has submitted RFA-1 and RFA-2 applications under Chapter 23k (the "Gaming Act") to the Massachusetts Gaming Commission (the "Commission"), seeking approval to proceed with an application for issuance of the sole Western Massachusetts gaming license (the "Gaming License").

WHEREAS, the Gaming Act provides a mechanism by which communities, other than the host community, that are proximate to the Project and are expected to be significantly and adversely impacted by the Project, have an opportunity to mitigate such adverse impacts on their respective communities through designation as a "Surrounding Community".

WHEREAS, pursuant to 205 CMR 125.00 (the "Surrounding Community Regulation"), MGM has designated West Springfield as a Surrounding Community, thereby recognizing that the West Springfield will experience significant adverse impacts as a result of the Project...

AGREEMENT

NOW THEREFORE, for valuable consideration, the sufficiency and receipt of which are hereby acknowledged by the Parties, and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. Upfront Payment of \$665,000 for a Community Grant plus Reimbursement of Consulting and Legal Fees. Within thirty (30) days of the Commission's award of the Gaming License to MGM, MGM shall pay to the Community Six Hundred and Sixty-Five Thousand Dollars (\$665,000.00), representing the design and permitting costs (but not the construction costs) for reconstruction of Memorial Avenue in West Springfield. In addition, within thirty (30) days of the effective date of this agreement, MGM shall reimburse the Town for the actual, reasonable expenses incurred by the Town for the payment of any consultants or legal advisors, whether internal or external (collectively, its "Advisors" or "the Community's Advisors") providing services related to or in any way arising from the Community's review of the Project ("Project Review"), including without limitation participation in the arbitration proceeding giving rise to this agreement. MGM's payment for Project Review fees shall be reduced by the amount of any previous grants to the Town for this purpose.

2. Guaranteed Minimum Annual Payments. The Parties agree that, commencing with the opening of the Project to the public (i.e., the date on which MGM begins to collect revenue under the terms of the Gaming License) (the "Grand Opening") and for each year following the Grand Opening through the expiration of MGM's initial gaming license and any extensions thereof (the "Term"), MGM shall pay to the Community: (i) Three Hundred and Seventy-Five Thousand Dollars annually (\$375,000.00) (the "Annual Mitigation Payment"); and (ii) a total of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) in annual payments pursuant to the schedule further detailed below which are acknowledged to be reimbursement of expenses for participation in the Look Back Studies, as defined below (the "Annual Study Cost Reimbursement"). The Annual Study Cost Reimbursement shall be paid as follows: (i) Fifty Thousand Dollars (\$50,000.00) in the first year following the Grand Opening; (ii) One Hundred Thousand Dollars (\$100,000.00) in the second year following the Grand Opening; (iii) Fifty Thousand Dollars (\$50,000.00) in each of the third through fifth years following the Grand Opening; (iv) One Hundred Thousand Dollars (\$100,000.00) in the sixth year following the Grand Opening; and (v) Fifty Thousand Dollars (\$50,000.00) in the seventh through thirteenth years following the Grand Opening. The Annual Mitigation Payment and Annual Study Cost Reimbursement (together, the "Annual Payments") shall be made within ninety (90) days of the Grand Opening, and on each twelve month anniversary, as long as such payments are due hereunder, and shall be adjusted annually by the CPI Adjustment Factor applied to host community impact fee payments, as defined in §1(gg) of and as set forth in Exhibit A to the Host Community Agreement between MGM and the City of Springfield.

3. Baseline Study of Surrounding Community Conditions. MGM shall, at its own expense, engage a neutral, qualified and independent third party (the "Third Party") to perform a comprehensive study (the "Initial Study") of the current conditions existing in the Community pursuant to the study scope and other requirements set forth on Exhibit A (the "Study Scope"). MGM shall make clear to the Third Party that MGM is not the client of the Third Party and that the obligations of the Third Party are to impartially and fully evaluate all matters within the Study Scope. MGM shall request that the Third Party commence the Initial Study no later than sixty (60) days after the issuance of the Gaming License to MGM and complete the Initial Study within ninety (90) days of commencing the Initial Study (the "Initial Study Period"). The Community shall cooperate with all of the Third Party's reasonable requests for information in connection with the Initial Study, including but not limited to providing the Third Party with documentation, data and access to relevant municipal personnel.

MGM shall not be entitled to review and comment on any drafts of the written report(s) to be produced by the Third Party prior to such drafts being provided to the Community. The Community shall have the opportunity to review and comment upon any report(s) of the Third Party prior to it being finalized.

4. Retroactive "Look Back" Studies.

(a) The 1st Year Look Back Study. MGM shall, at its own expense, engage the Third Party to conduct an additional study fifteen (15) months following the Grand Opening (the "1st Year Look Back Study"). The 1st Year Look Back Study will be based on data collected by the Third Party within the Study Scope from the first twelve (12) months following the Grand Opening (the "Initial Look Back Period"). The 1st Year Look Back Study will analyze the areas within the Study Scope to determine the dollar value of any significant and adverse impact the Community has experienced during the Initial Look Back Period. The results of the 1st Year Look Back Study will be set forth by the [TBD 3d Party] in a report setting forth [TBD 3d Party]'s findings (the "1st Year Study Report").

MGM shall not be entitled to review and comment on any drafts of the written report(s) to be produced by the Third Party prior to such drafts being provided to the Community. Prior to issuance of the 1st Year Study Report, however, the Parties agree that the Third Party shall first provide to each of the Parties a draft of its report, and provide each of the Parties thirty (30) days to review and provide comments to the report (respectively, "Community's 1st Year Study Comments" and "MGM's 1st Year Study Comments", collectively the "1st Year Study Comments"). Within thirty (30) days following the expiration of that review period and receipt

of the 1st Year Study Comments, if any, the Third Party will issue to the Parties its 1st Year Study Report.

(b) The 5th Year Look Back Study. MGM further shall, at its own expense, engage the Third Party to conduct an additional study five (5) years and three (3) months following the Grand Opening (the "5th Year Look Back Study"). The 5th Year Look Back Study will be based on data collected by the Third Party within the Study Scope from the five (5) year period following the Grand Opening (the "Full Look Back Period"). The 5th Year Look Back Study will analyze the areas within the Study Scope to determine the dollar value of any significant and adverse impact the Community has experienced during the Full Look Back Period. The results of the 5th Year Look Back Study will be set forth by the [TBD 3d Party] in a report setting forth the Third Party's findings (the "5th Year Study Report"). Prior to issuance of the 5th Year Study Report, however, the Parties agree that the Third Party shall first provide to each of the Parties a draft of its report, and provide each of the Parties thirty (30) days to review and provide comments to the report (respectively, "Community's 5th Year Study Comments" and "MGM's 5th Year Study Comments", collectively the "5th Year Study Comments"). Within thirty (30) days following the expiration of that review period and receipt of the Parties' 5th Year Study Comments, if any, the Third Party will issue to the Parties its 5th Year Study Report.

5. The Third Party Role. The Parties agree that notwithstanding MGM's agreement to fund the Third Party for the Initial Study, the 1st Year Look Back Study, and the 5th Year Look Back Study, the Third Party shall conduct such studies independently pursuant to this Agreement. MGM shall select the Third Party in good faith, in consultation with the Community and upon mutual agreement of MGM, on the one hand, and a majority of the Abutters (as defined in Section 8 below). The Parties agree that the Third Party should be neutral and independent and qualified in the area of economic development and impacts thereof (both positive and adverse), including traffic, land use, public safety, business impacts, social impacts and any other matters within the Study Scope. In the reasonable discretion of the Third Party, the Third Party may subcontract with other experts and/or consultants as reasonably necessary to ensure the breadth of expertise necessary and appropriate to study the full range of potential impacts on the Community. The Community shall have full and unfettered access to the Third Party throughout the course of its engagement.

6. Determination of Net Adverse Impact Amounts.

(a) Year One Net Adverse Impact Amount. Upon issuance of the 1st Year Study Report, the Parties will work in good faith to mutually agree upon the dollar value of the net significant and adverse impact on the Community, if any, based on the 1st Year Study Report (the "Year One Net Adverse Impact Amount"). If the Parties cannot agree on the Year One Net Adverse

Impact Amount, then, no later than the forty-fifth (45th) day following the issuance of the 1st Year Study Report, the Community shall present to MGM a written offer setting forth the amount proposed to be the Year One Net Adverse Impact Amount and the reasons supporting such offer (the "Community's Year One Offer"). Within fifteen (15) days of receipt of that offer, MGM shall either (i) accept the Community's Year One Offer as the Year One Net Adverse Impact Amount, in which case such offer shall become the Year One Net Adverse Impact Amount or (ii) present a written counter offer proposed to be the Year One Net Adverse Impact Amount and the reasons supporting such offer ("MGM's Year One Counter Offer"). Upon receipt of MGM's Year One Counter Offer, the Community will have fifteen (15) days within which to accept or reject it. If the Community accepts MGM's Year One Counter Offer, such counter offer shall become the Year One Net Adverse Impact Amount. If the Community rejects MGM's Year One Counter Offer, the Parties shall follow the arbitration procedure set forth in subsection 6(c) below.

(b) Year Five Net Adverse Impact Amount. Upon issuance of the 5th Year Study Report, the Parties will work in good faith to mutually agree upon the dollar value of the net significant and adverse impact on the Community, if any, based on the 5th Year Study Report (the "Year Five Net Adverse Impact Amount"). If the Parties cannot agree on the Year Five Net Adverse Impact Amount, then, no later than the forty-fifth (45th) day following the issuance of the 5th Year Study Report, the Community shall present to MGM a written offer setting forth the amount proposed to be the Year Five Net Adverse Impact Amount and the reasons supporting such offer (the "Community's Year Five Offer"). Within fifteen (15) days of receipt of that offer, MGM shall either (i) accept the Community's Year Five Offer as the Year Five Net Adverse Impact Amount, in which case such offer shall become the Year Five Net Adverse Impact Amount or (ii) present a written counter offer proposed to be the Year Five Net Adverse Impact Amount and the reasons supporting such offer ("MGM's Year Five Counter Offer"). Upon receipt of MGM's Year Five Counter Offer, the Community will have fifteen (15) days within which to accept or reject it. If the Community accepts MGM's Year Five Counter Offer, such counter offer shall become the Year Five Net Adverse Impact Amount. If the Community rejects MGM's Year Five Counter Offer, the Parties shall follow the arbitration procedure set forth in subsection 6(c) below.

(c) Arbitration of Net Adverse Impact Amounts. The Parties agree that to the extent they are not able to agree upon the Year One Net Adverse Impact Amount or the Year Five Net Adverse Impact Amount (collectively, the "Net Adverse Impact Amounts"), the Net Adverse Impact Amounts shall be determined by an arbitration hearing held in Hampden County, Massachusetts. Said arbitration shall be conducted by a three person panel (unless the parties agree on the identity of a single arbitrator), with each Party choosing one member of the arbitration panel, and each of those selections agreeing on the third member. Each party shall

notify the other party of its choice of arbitrator within thirty (30) days following the rejection of MGM's Year One Counter Offer or Year Five Counter Offer, as the case may be. With respect to the Year One Adverse Impact Amount, the arbitrator shall select either the Community's Year One Offer or MGM's Year One Counter Offer, unless either party chooses to make a last and best offer prior to the conclusion of the Arbitration proceedings, in which case the other party shall have the right to make its own last and best offer prior to the arbitrator rendering its decision. With respect to the Year Five Net Adverse Impact Amount, the arbitration panel shall select either the Community's Year Five Offer or MGM's Year Five Counter Offer, unless either party chooses to make a last and best offer prior to the conclusion of the Arbitration proceedings, in which case the other party shall have the right to make its own last and best offer prior to the arbitrator rendering its decision. The arbitration shall be subject to the rules of the American Arbitration Association. Each Party shall bear its own costs of the arbitration, except that the fees of the arbitrators shall be borne by MGM. The Parties agree that the decision of the arbitration panel, which shall be rendered within thirty (30) days of the date of the arbitration hearing, shall be final, binding and non-appealable.

7. Payment of Net Adverse Impact Amounts.

(a) Priority of Reimbursement Obligations. The Parties hereby agree that the Community shall look exclusively to the Annual Mitigation Payment for satisfaction of the first Three Hundred and Seventy-Five Thousand Dollars (\$375,000.00) of the Net Adverse Impact Amounts. The Parties further agree that the Community shall next exercise good faith efforts to secure state funding for any remaining Net Adverse Impact Amounts through the Community Mitigation Fund established by M.G.L. c. 23k, §61, as applicable (the "State Mitigation Fund"). To the extent that any Net Adverse Impact Amounts remain unfunded after application of the Annual Mitigation Payment and any funding received from the State Mitigation Fund, MGM agrees to pay the balance to the Community as set forth below. To the extent that the Community receives funding from one of the State Mitigation Fund after MGM has paid any Net Adverse Impact Amount beyond the Annual Mitigation Payment, MGM shall be entitled to a credit toward any future Net Adverse Impact Amount payment obligations in excess of its Annual Mitigation Payment obligation.

(b) Payment of Year One Net Adverse Impact Amount. MGM shall pay the unfunded Year One Net Adverse Impact Amount, if any, in excess of the Annual Mitigation Payment and any funding the Community has received from the State Mitigation Fund, within thirty (30) days of the determination of said amount pursuant to Section 6 above and, to the extent that such amount is deemed to be an annual obligation, shall continue to make such payment annually thereafter until the determination of the Year Five Net Adverse Impact Amount. The Parties further acknowledge that if the 1st Year Look Back Study demonstrates a net positive impact, or the Year One Net Adverse Impact Amount is determined to be less than the Annual Mitigation Payment plus any funding the Community has received from the State Mitigation Fund, MGM shall have no further monetary obligations to the Community beyond the Annual Payments during the period up to the determination of the Year Five Net Adverse Impact Amount.

(c) Payment of Year Five Net Adverse Impact Amount. MGM shall pay the unfunded Year Five Net Adverse Impact Amount, if any, in excess of the Annual Mitigation Payment and any funding the Community has received from the State Mitigation Fund, within thirty (30) days of the determination of said amount pursuant to Section 6 above and, to the extent that such amount is deemed to be an annual obligation, shall continue to make such payment annually thereafter through the remainder of the Term. The Parties, further acknowledge that if the 5th Year Look Back Study demonstrates a net positive impact, or the Year Five Net Adverse Impact Amount is determined to be less than the Annual Mitigation Payment plus any funding the Community has received from the State Mitigation Fund, MGM shall have no further monetary obligations to the Community beyond the Annual Payments, except in the event this agreement is reopened in accordance with 205 CMR 127.

8. Assignment. This Agreement may not be assigned or transferred by either Party without the prior written consent of the other Party; provided, however: (i) MGM may assign this Agreement to an acquirer of all, or substantially all, of its assets or equity interests; and (ii) MGM may assign this Agreement to any affiliate so long as such assignment does not relieve MGM of any obligation hereunder.

9. Term and Termination. This Agreement shall continue for the Term as defined above or until terminated by the mutual written agreement of all of the Parties. The Parties agree that their respective obligations and commitments hereunder are subject to such Party's compliance with the terms and conditions of this Agreement, and that in the event such Party materially breaches such obligations, the non-breaching Party shall have the right to terminate this Agreement. Upon written notice to the Community, MGM shall have the right to terminate (with or without cause) on the date on which (i) MGM provides notice to Community that it is no longer eligible to receive or continue to pursue a Gaming License; or (ii) following the approval of MGM for a Gaming License, such Gaming License is no longer effective. Such termination shall not relieve MGM of the obligation to reimburse the Community for any consultant fees incurred prior thereto or for any other payment obligations that have arisen prior thereto.

10. Entire Agreement. This Agreement contains all of the terms, promises, conditions and representations, made or entered into by and among the Parties, supersedes all prior discussions, agreements and memos, whether written or oral between and among the Parties, and constitutes the entire understanding of the Parties and shall be subject to modification or change only in writing and signed by all Parties.

11. Compliance with Laws. The Parties shall perform all of their respective obligations under the Agreement in compliance with all applicable laws, ordinances, regulations, or codes. This Agreement shall be governed by, and construed according to, the laws of the Commonwealth of Massachusetts, without regard to any choice of law provisions thereof which would require application of the laws of another jurisdiction.

12. Execution in Counterparts. This Agreement may be signed upon any number of counterparts with the same effect as if the signatures on all counterparts are upon the same instrument.

13. Severability; Captions. In the event that any clause or provision of this Agreement should be held to be void, voidable, illegal, or unenforceable, the remaining portions of this

Agreement shall remain in full force and effect. Headings or captions in this Agreement are added as a matter of convenience only and in no way define, limit or otherwise affect the construction or interpretation of this Agreement.

14. Interpretation. This Agreement shall be given a fair and reasonable interpretation of the words contained in it without any weight being given to whether a provision was drafted by one Party or its counsel.

15. Authority. Each Party represents and warrants to the other Parties that it has full power and authority to make this Agreement and to perform its obligations hereunder and that the person signing this Agreement on its behalf has the authority to sign and to bind that Party.

ACKNOWLEDGED AND AGREED TO BY:

Community:

MGM:

TOWN OF WEST SPRINGFIELD

BLUE TARP reDEVELOPMENT, LLC

By: Edward C. Sullivan By: Michael C. Mathis
Michael C. Mathis

Its: Mayor

Its: Authorized Signatory

Dated: 5-8-14

Dated: May 8, 2014

(AS REQUIRED BY 205 CMR 125.01(6)(C)(10))

EXHIBIT "A"

A. Study Scope

Each of the Initial Study, 1st Year Look Back Study, and 5th Year Look Back Study (the "Studies") shall assess the dollar value of any significant and adverse impact of the Project on a Surrounding Community, after offsetting for the dollar value of any positive impacts of the Project on such community. In determining such assessment the Studies shall consider the following:

1. Potential Areas of Adverse Impact

- a. Construction impacts, including without limitation heavy truck travel through West Springfield, code enforcement and other public safety expenses resulting from new or temporary residence in the Town by construction-related employees; noise, dust and other environmental impacts resulting from construction of the Project.
- b. Net Substitution of Existing Commercial/Retail Activity
- c. Traffic Improvement Needs Reasonably Related to Travel to and from the Project Site based upon traffic analysis conducted by, or at the direction of, the Pioneer Valley Planning Commission (PVPC), similar in scope and process as that conducted by PVPC
- d. Utility Infrastructure Needs Reasonably Related to the Project
- e. Crime Rates and Public Safety
- f. Residential Real Estate Values
- g. Public Education
- h. Public Health, including but not limited to addiction
- i. Additional Municipal Administrative Burdens, including but not limited to code enforcement.

2. Potential Areas of Positive Impact and Mitigation

- a. Increase in municipal revenue resulting from additional Commercial/Retail Activity
- b. Increase in municipal revenue resulting Tourism and Community Business Development
- c. Increase in municipal revenue resulting Local Vendor/Supplier Spending in the Community
- d. Improved traffic and infrastructure directly attributable to MGM or MGM Tax Revenues Pursuant to M.G.L. c. 23k to the extent that such amounts are not in place of other state funding currently received by the Community as of the date of this Agreement;
- e. Crime Rates and Public Safety

- f. Increase in municipal revenue resulting from increased Residential Real Estate Values
- g. Receipt of MGM Tax Revenues Pursuant to M.G.L. c. 23k or any other third party funding, whether private or public, state or federal, which otherwise offsets or mitigates or is available to mitigate the specific potential adverse impact to the extent that such amounts are not in place of other state funding currently received by the Community as of the date of this Agreement ("Other Mitigation Funding");
- h. Increase in municipal revenue resulting from employment of Residents