

**4.2.C.** Notwithstanding anything herein to the contrary, in recognition of Wynn's host community agreement with the City of Everett and Wynn's surrounding community agreements with the Cities of Malden and Medford, the Parties acknowledge and agree that the preference provided in this Article 4 shall be secondary to the preferences provided by Wynn in such agreements. The preferences provided in this Article 4 shall be on a pooled basis with any other community that has entered or enters into a surrounding community agreement with Wynn.

**4.2.D.** Wynn agrees to consult, in good faith, with the City on an annual basis to identify prospective, qualified Boston employees to effectuate the terms and conditions herein.

## **5. Responsible Gaming**

The Parties shall coordinate in good faith to promote responsible gaming and to develop resources available to residents of Boston to address problem gambling. In furtherance thereof, Wynn and its employees and agents will use commercially reasonable efforts to not send any marketing materials to or otherwise communicate for marketing purposes with residents of Boston who have opted to participate in Wynn's self-exclusion or self-limitation programs that enable individuals to opt out of receiving marketing materials. In addition, Wynn shall provide Boston and its residents with access to all compulsive gambling services associated with the Project and shall make available to Boston its resources and employees as may be reasonably necessary to publicize the services and conduct associated educational programs. Wynn agrees to reasonably support applications made by Boston to the Community Mitigation Fund and/or the Public Health Trust Fund established under the Act to address any unanticipated adverse impacts.

## **6. Reimbursement of Expenses**

Within ten (10) days following the approval by the Commission of this Agreement, Wynn shall make a payment to Boston in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000) for Boston's legal, engineering and other professional services for the cost of determining the impact of the proposed Project on Boston and, in particular, on Charlestown, and for the negotiation and execution of this Agreement.

## **7. Transportation Mitigation**

**7.1.A** The Parties acknowledge that Wynn has received that certain "Certificate of the Secretary of Energy and Environmental Affairs on the Second Supplemental Final Environmental Impact Report" dated August 28, 2015 (the "Secretary's Certificate"). The Secretary's Certificate states, in pertinent part, that Wynn's Second Supplemental Final Environmental Impact Report ("SSFEIR") "**adequately and properly complies** with the Massachusetts Environmental Policy Act (G.L.c. 30, ss. 61-62I) and with its implementing regulations (301 CMR 11.00)." As determined in accordance with the MEPA process and pursuant to the terms of the SSFEIR, Wynn agreed to complete the following improvements within the City as set forth on Exhibit B (the "Mitigation Improvements"). Subject to Wynn's ability to obtain permits in a timely manner from the relevant agencies, Wynn has agreed to use good faith efforts to complete all such Mitigation Improvements prior to the Opening Date. Wynn shall be fully responsible for the costs of implementing the Mitigation Improvements, which are currently estimated to cost Eleven Million Dollars (\$11,000,000).

**7.1.B** In recognition of the Parties' desire to achieve certainty with respect to Wynn's transportation mitigation, the Parties agree that the Traffic Reduction Mitigation Payment in Paragraph 2 of Section 4 of the License Conditions will be replaced with (i) the Community Impact Fee and (ii) in addition to the Mitigation Improvements, as set forth in and subject to all conditions of Wynn's Massachusetts Environmental Policy Act ("MEPA") filings as embodied in the Secretary's Certificate, Wynn has agreed to actively address issues of transportation demand through the implementation of a comprehensive program of Transportation Demand Management ("TDM") measures in order to (1) reduce the number of single occupant vehicles (SOV) traveling to and from the Project Site; (2) encourage the use of alternative modes of transportation to reach the Project Site; and (3) better manage the traffic generated by the Project. To gauge the transportation impacts over time, Wynn has committed to undertake a robust transportation monitoring program. The purpose of the program is to (i) evaluate the accuracy of the assumptions used in completing the transportation impact analysis for the Project, (ii) evaluate the adequacy of the transportation mitigation measures, and (iii) determine the effectiveness of the TDM program. Wynn shall engage and pay for an independent organization approved by the Commission to complete the monitoring program. Monitoring shall commence prior to the initial occupancy of the Project and will continue for a period of ten (10) years.

If the results of the transportation monitoring program indicate that there are operational deficiencies at the monitored locations and any of the following conditions apply:

- (1) The measured traffic volumes for the Project exceed 110% of the projected values; or
- (2) The distribution of Project-related traffic from the Project Site entrance to the roadway network varies by more than 10% of the trip assignment assumed for the Project.

Then Wynn shall be responsible for the costs of implementing certain additional mitigation measures which may include, without limitation:

- Retiming of traffic control signals;
- Optimizing traffic signal coordination;
- Enhancing the Transportation Demand Management (TDM) program using additional measures and incentives to encourage further use of alternatives to single occupancy vehicle travel;
- Increasing the amount of bicycle parking;
- Expanding the number of electric vehicle charging stations, car/vanpool parking spaces and parking for car sharing services and alternatively fueled vehicles, if demand equals or exceeds the supply provided;
- Providing additional on-site amenities to encourage public transportation and charter bus services;
- Expanding the local and regional shuttle program for employees and patrons to include service to additional remote parking facilities; and
- Evaluating parking pricing strategies within the Project Site to encourage use of public transportation and/or off-peak visitation.