

# **NEW BUSINESS**

**1-13-14**

CRANBERRY CAPITAL  
OF THE WORLD



Phone: 508-946-2405

Fax: 508-946-0058

## Town of Middleborough

Massachusetts

Board of Selectmen

January 13, 2014

The Honorable William R. Keating  
United States House of Representatives  
315 Cannon HOB  
Washington, DC 20515

Dear Mr. Keating:

The Town of Middleborough receives much needed housing services from the USDA Rural Development Office. The definition of a Rural Community is one with a population of 20,000 or less. Middleborough, as well as many other surrounding communities in the area, has been under an exception from this definition of a rural community. We have been informed that this exception may expire on January 15th.

There is a tremendous need for housing services in this Town. The Middleborough Office of Economic and Community Development (OECD) has been overseeing a Housing Rehab program since 2002 through DHCD Community Development Block Grants (CDBG). The OECD currently has a waiting list of over 60 Low-Moderate Income homes in need of repair although CDBG funds are available to assist approximately 6 homes. The OECD often collaborates with the USDA and refers homeowners in need. Now, more than ever, Middleborough residents will need USDA assistance to fill this funding gap.

We would like to voice our concern and support for this exception to remain in place in order to address this significant need in this area for housing services.

Sincerely,

Middleborough Board of Selectmen:

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Stephen J. McKinnon, Chair

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Allin Frawley, Vice Chair

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Ben Quelle

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Leilani Dalpe

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John M. Knowlton

## Jacqueline Shanley

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**From:** D or C Miller <dhmillerjr@comcast.net>  
**Sent:** Tuesday, January 07, 2014 9:35 AM  
**To:** Jacqueline Shanley  
**Cc:** Bill Rogers; Butch Bell; Nancy Parks; Robert Mosley  
**Subject:** appointment for Agricultural Commission

Hi Jackie,

Could you ask the Selectmen to re-appoint Nancy Parks as an alternate member to the Middleborough Agricultural Commission? Could you also let me know when this is done?

Thank-you,  
Connie Miller  
Secretary  
Middleborough Agricultural Commission

**COMMONWEALTH OF MASSACHUSETTS  
TOWN OF MIDDLEBOROUGH  
BOARD OF SELECTMEN (BOARD OF HEALTH)**

**NOTICE OF BETTERMENT AGREEMENT December 20, \_\_\_\_\_, 2013 .  
NOTICE OF BETTERMENT**

**TO THE REGISTER OF DEEDS OF PLYMOUTH COUNTY**

**NOTICE is hereby given that the Board of Selectmen of the Town of Middleborough acting as a Board of Health pursuant to General Laws, Chapter 111, Section 127B 1/2 entered into a Betterment Agreement**

**Dated September 20, 2013 with Rollande Cardin  
(insert date) (insert name(s) of property owner(s))**

**with respect to real estate located at 404 Marion Road  
(insert address of property)**

**in Middleboro, Massachusetts and described in a deed recorded in the Plymouth County**

**Registry of Deeds in Book 34949, Page 293-295  
(insert book and page)**

**or filed as Document Number \_\_\_\_\_ with the Plymouth  
(insert document number of deed)**

**District of the Land Court. The purpose of the Betterment Agreement is to authorize and enable the aforesaid property owner(s) to cause the said property to be serviced properly**

by a septic system funded by financial assistance from the Town of Middleborough in the sum of up to and not exceeding

Sixteen Thousand Six Hundred Ninety Eight &.00/100 (\$ 16,698.00 ).  
(insert amount in writing) (insert amount in numbers)

The aforesaid property owner(s) shall be responsible to pay the Town of Middleborough for all funds advanced to the owner(s) pursuant to the Betterment Agreement together with interest.

The Betterment Agreement and this Notice shall be subject to the provisions of Chapter 80 of the General Laws relative to the apportionment, division, reassessment and collection of Assessment, abatement and collections of assessments and to interest. The lien for betterment under Chapter 80, the Betterment Agreement and this Notice of Betterment Agreement shall take effect by operation of law on the day immediately following the due date of such assessment or apportioned part of such assessment.

This Notice of Betterment Agreement shall be a betterment under Chapter 80.

\_\_\_\_\_  
Stephen J McKinnon, Chairman

\_\_\_\_\_  
Allin Frawley, Vice Chairman

\_\_\_\_\_  
Ben Quelle

\_\_\_\_\_  
Leilani Dalpe

\_\_\_\_\_  
John M. Knowlton

Board of Selectmen  
Town of Middleborough

**Commonwealth of Massachusetts  
County of Plymouth**

**On This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ before me the  
undersigned Notary Public, personally appeared \_\_\_\_\_, proved  
to me through satisfactory evidence of identification which was \_\_\_\_\_  
to be the person whose name is signed on the preceding or attached document, and  
acknowledged to me that he/she signed it voluntarily for its stated purpose(s).**

\_\_\_\_\_  
**Signature of Notary  
Jacqueline M. Shanley**

**(Seal)  
My commission expires:**

**AGREEMENT BETWEEN**  
**THE TOWN OF MIDDLEBOROUGH**  
**and**  
**STEVEN M. DOONEY**

Whereas, the Town of Middleborough, acting by and through the Board of Selectmen, (hereinafter the "Town"), and Steven M. Dooney, (hereinafter, "Dooney"), are desirous of entering into an employment agreement pursuant to the provisions of G.L. Chapter 41, section 108N;

Whereas, the Town desires to employ Dooney as the Town Accountant pursuant to the authority granted to the Board of Selectmen;

Whereas, Dooney, is willing to perform the duties of Town Accountant subject to the terms and conditions of this agreement;

Now therefore, in consideration of the covenants and undertakings contained herein, the Town and the Town Accountant hereby agree that the following terms and conditions shall govern salary and fringe benefits payable under this agreement. Said salary and benefits shall be subject to appropriation by Town Meeting.

**ARTICLE 1. TERM**

- A. This agreement shall be effective October 9, 2013 and shall remain in effect for three (3) years until October 9, 2016, unless sooner terminated as hereinafter provided. Thereafter, this agreement may be extended as provided by its terms.
- B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Dooney to resign at any time upon sixty (60) days written notice to the Board of Selectmen.

**ARTICLE 2. DUTIES**

- A. As set forth in Massachusetts General Laws, Chapter 41, Sections 55, 56, 57, 58, 60 and 61, the Dooney will, under the general direction of the Board of Selectmen, have full charge and responsibility for the operation and management of the office of Town Accountant.
- B. Dooney will perform all of the duties set forth in the attached job description for the Town Accountant, which is incorporated by reference.
- C. Dooney will provide all reports, accounts and documents reasonably necessary to complete the obligations of the Town Accountant.

- D. Dooney shall keep all town offices and departments advised of unexpended balances in the said appropriations.
- E. Dooney will, at the close of each year, notify, in a timely manner, the Board of Selectmen, by written memorandum, of the financial status of the Town as detailed in General Laws, Chapter 41.
- F. Dooney will maintain a complete set of books for appropriations, expenditures, revenues, assessments and abatements.
- G. Dooney will prepare review and submit all financial reports required by the Department of Revenue, including Schedule A, Year End Balance Sheet, Audit Report, Quarterly Cash Reconciliation. Furthermore, Dooney will prepare annually, 5 year expenditure and revenue projections.
- H. Dooney will perform all other duties not otherwise herein defined as may be required by the position of Town Accountant by Middleborough Town Charter or as requested by the Board of Selectmen (as well as the Town Manager).

### **ARTICLE 3. INSURANCE**

Dooney shall be eligible to enroll in the Town's health and life insurance programs in accordance with their terms. If he enrolls for health insurance, the Town will contribute up to 75 % (seventy five percent) of the monthly premium. He will be obligated to pay all other costs associated with the health insurance, including without limitation the balance of the monthly premium and any co-pays and deductibles. The Town will provide, at its expense, the standard life insurance that it provides other employees under M.G.L. c. 32B.

### **ARTICLE 4. COMPENSATION/EVALUATION**

- A. The annual salary of the Town Accountant during the first year of the agreement shall be \$83,206 (52 weeks).
- B. Any increase in salary for the second and/or third years of the agreement shall be determined by the Board of Selectmen, subject to an annual performance evaluation and Town Meeting appropriation.
- C. Dooney shall be entitled to any cost of living allowances that may be granted to any non-bargaining unit employees.
- D. Annually, the Board of Selectmen, through the Town Manager, and the Town Accountant shall define such goals, objectives and performance appraisal measures as they determine necessary for the proper operation of

the Town and the attainment of the Board's policy objectives. The Board of Selectmen, through the Town Manager, shall review and appraise the performance of the Town Accountant annually. This review and appraisal shall be in accordance with the procedure established by the Town Manager.

**ARTICLE 5. HOURS OF WORK**

- A. Dooney's Town Accountant hours of work will consist of a 4 day work week and any additional hours reasonably necessary for him to faithfully perform the duties of the position, including but not limited to attendance at meetings, off site work via computer or telecommunications, etc. as needed or required.
- B. It is recognized that the Town Accountant position is exempt from federal and state statutory provisions governing hours of work and overtime.

**ARTICLE 6. BENEFITS**

All benefits shall accrue on a fiscal year basis.

- A. Holidays-- The Town Accountant shall be entitled to twelve (12) paid holidays as follows:

New Year's Day	Martin Luther King Day	Presidents Day
Patriots Day	Memorial Day	Independence Day
Labor Day	Columbus Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving	Christmas

- B. Vacation Dooney shall be credited with (25) twenty-five days of vacation. With advance request and approval of the Board of Selectmen, up to five days may be carried over to the next calendar year. Vacation time will be taken on a schedule that minimizes the disruption to the performance of the duties of Town Accountant. The vacation credit presumes that Dooney will fulfill the full Contract term; if he does not, the vacation credit will be pro-rated based on the portion of the term fulfilled.
- C. Dooney shall be granted three (3) personal days, with pay, in each year of the agreement.
- D. Dooney shall be granted five (5) days bereavement leave for immediate family members. Immediate family shall include spouse, parents, children, sibling, grandparents, grandchildren and in-laws. Vacation and/or personal days may be used if additional time is required and as approved by the Board of Selectmen.

- E. Dooney shall be eligible for sick leave pursuant to the following schedule: Upon completion of the probation period, sick leave shall accrue at a rate of one and one-half (1 1/2) days per month, for a maximum of eighteen (18) days per calendar year. Unused sick leave may be accrued from year to year up to a maximum of 225 days. No compensation will be provided for unused sick leave.

**ARTICLE 7. AUTOMOBILE EXPENSE**

In accordance with the Town's Vehicle Use Policy, the Town shall reimburse Dooney at the prevailing per mile Town Rate.

**ARTICLE 8. PROFESSIONAL DEVELOPMENT**

Dooney will be allowed to attend any job-related conferences, meetings and seminars each year without a loss of vacation or other leave, and will be reimbursed by the Town for all reasonable expenses (including travel expenses) incurred while attending or traveling to the aforementioned, with the prior approval of the Board of Selectmen. Reimbursement will exclude all non-business related expenses.

**ARTICLE 9. DUES AND SUBSCRIPTIONS**

With the prior approval of the Board of Selectmen, the Town agrees to pay for Dooney's job-related professional dues and subscriptions for his continued participation in state and local associations and organizations necessary and desirable for his professional growth and advancement and for the good of the Town.

**ARTICLE 10. DEATH DURING TERM OF EMPLOYMENT**

If Dooney dies during the term of his employment, the Town shall pay to his estate all the compensation which would otherwise be payable to him up to the date of death, including, but not limited to unused personal and vacation days.

**ARTICLE 11. SUSPENSION, DISCHARGE, ENDING TOWN'S OBLIGATIONS**

In addition to its rights under the probationary period provisions set forth above, the Town may suspend without pay or terminate Dooney's employment, as well as end any of its obligations under this Agreement prior to July 30, 2010 for just cause, including without limitation the failure of Dooney to satisfactorily meet his obligations under this agreement.

- A. Dooney shall be entitled to a hearing before the Board of Selectmen or its designee and the right to be represented by counsel, except that this shall only apply to suspensions without pay and/or a discharge.

- B. Dooney may appeal any decision to suspend him without pay or discharge him or to end the Town's obligations under the agreement to an arbitrator mutually selected by the Town and Dooney. Any appeal must be filed in writing thirty (30) days of Dooney's receipt of the Town's decision and it shall specify the grounds for the appeal. Failure to do so will result in a waiver of any appeal.
- C. If Dooney and the Town are unable to agree, a labor/employment arbitrator will be selected and the issues decided under the procedures and rules of the American Arbitration Association pertaining to labor and employment disputes.
- D. Dooney and the Town shall divide equally the costs of the arbitration, including the arbitrator's fees. Each side shall pay its own legal expenses.

#### **ARTICLE 12. CONTRACT RENEWAL/TERMINATION**

- A. The term of this agreement shall be from October 9, 2013 through October 9, 2016.
- B. There will be an automatic extension of the agreement for a single, one year term, from October 9, 2016--through October 9, 2017 under the following conditions:
  - 1. Between June 9, 2015 and July 9, 2015, Dooney notifies the Town in writing that the October 9, 2015 automatic extension date for the agreement is approaching.
  - 2. The Board fails to notify Dooney in writing by October 9, 2015 of its intention not to automatically extend the agreement at the end of its term. The notice may include a statement of the Board's willingness to attempt to negotiate a successor agreement without negating the notice of no automatic extension. Likewise, any subsequent negotiations shall not negate the notice of no automatic extension.
- C. In the event that Dooney intends to resign voluntarily at any time following commencement of this Agreement, he shall give the Town sixty (60) days' written notice in advance, unless the parties otherwise agree in writing. In such circumstances, Dooney shall only be entitled to receive compensation due him up to the effective date of his resignation.

**ARTICLE 13. GENERAL PROVISIONS**

- A. This Agreement is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts. If any of the provisions of this Agreement shall be determined illegal by a court of competent jurisdiction, such provision shall be considered null and void and shall not be binding on the parties hereto. In such event, the remaining provisions of this Agreement shall remain in full force and effect.
  
- B. This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the parties. No extension or modifications or same shall be effective unless by an instrument in writing duly executed by the parties.

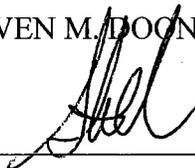
**ARTICLE 14. NON-WAIVER**

No addition to, alteration, modification or waiver of any terms or provisions of this Agreement shall be valid, binding, or of any force and effect unless it is made in writing and executed by the parties hereto. The failure by either party in one or more instances to observe or enforce any provisions of this Agreement shall not be construed to be a waiver of said provisions

IN WITNESS WHEREOF, the parties hereunto set their hands and seal by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TOWN OF MIDDLEBOROUGH

STEVEN M. DOONEY



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

## EMPLOYMENT AGREEMENT

### TOWN OF MIDDLEBOROUGH TOWN MANAGER

THIS AGREEMENT is made pursuant to Chapter 41, Section 108N of the Massachusetts General Laws and is entered into by and between the Town of Middleborough ("Town"), acting by and through its Board of Selectmen, ("Board") and Charles J. Cristello ("the Town Manager"):

WHEREAS, the Board, under Chapter 41, Section 108N of the General Laws, desires to contract with Charles J. Cristello to be the Middleborough Town Manager and he agrees to accept continued employment as the Town Manager of said Town.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION 1 - Functions and Duties of the Town Manager – The functions and duties include without limitation the following:

The Town Manager shall be the administrative head of all departments of the Town Government, which the Selectmen oversee under the Massachusetts General Laws, the Town Manager's Act of 1920 and the Town Charter, except as provided otherwise in the Town Charter. The Town Manager shall perform the duties and have the powers and responsibilities of the Town Manager specified in the Town Charter, and such other duties as the Board shall from time to time legally assign to him. The powers and duties shall include the following:

- (A) To organize, continue, or discontinue such divisions or departments from time to time as may be determined by vote of the Selectmen not inconsistent with the provisions of this act.
- (B) To appoint upon merit and fitness alone and, except as otherwise provided herein, to remove all Superintendents or Chiefs of departments and all subordinate officers and employees in such departments, and to fix all salaries and wages of all subordinates and employees subject to law. A Superintendent or Chief of a department shall not be removed by the Town Manager, except on five days notice in writing which shall state the cause of such removal.
- (C) To exercise control of all departments or divisions subject to his supervision.
- (D) To attend all regular meetings of the Selectmen, and to recommend to the Selectmen for adoption such measures requiring action by them or by the town as he may deem necessary or expedient.
- (E) To keep full and complete records of his office and to render as often as may be required by the Selectmen a full report of all operations during the period reported on; and annually, or often, if required by the Selectmen, to make a synopsis of all the reports for publication.
- (F) To keep the Selectmen fully advised as to the needs of the town within the scope of his

duties, and to furnish the Selectmen in writing on or before the Thirty-first day of December of each year with a detailed list of the appropriations required during the next ensuing fiscal year for the proper conduct of all departments of the town under his control.

- (G) To keep in repair all the town buildings.
- (H) To purchase all supplies and materials for all departments of the town except books for schools.
- (I) To administer the health regulations of the town as required by the by-laws, or by the Selectmen, in addition to those provided by statute, either directly or through a person appointed by him, to be designated as the Health Officer, and under the supervision of the Selectmen exercising the powers of the Board of Health.
- (J) To perform such duties, consistent with his office, as may be required of him by the by-laws of the town, or by vote of the Selectmen.

## SECTION 2 - Term of Contract

This Agreement shall be for a term beginning June 30, 2014 and ending June 30, 2017

There will be an automatic extension of the agreement for a single, one year term--- July 1, 2017 through June 30, 2018---under the following conditions:

- A. Between April 1 and May 31, 2016, the Town Manager notifies the Town in writing that the June 30, 2016 automatic year extension date for the agreement is approaching.
- B. The Board fails to notify the Town Manager in writing by June 30, 2016 of its intention not to automatically extend the agreement at the end of its term. The Board's notice may include a statement of the Board's willingness to attempt to negotiate a successor agreement without negating the notice of no automatic extension. Likewise, any subsequent negotiations shall not negate the notice of no automatic extension.

## SECTION 3 - Removal and Severance Pay

- A. The Board may remove The Town Manager during the term of this Agreement in accordance with Section Twenty-One of the Town Charter (set forth below):

SECTION TWENTY-ONE: The Selectmen, by a majority vote, may remove the Town Manager by filing a written statement with the Town Clerk setting forth in detail the specific reasons for his removal, a copy of which statement shall be delivered to the Town Manager. Such removal shall not take effect until the expiration of five days after the filing of the statement with the Town Clerk, but if it is so recited in the statement the Town Manager shall be suspended from office forthwith. If the Town Manager so requests within the said five day period, a public hearing shall be given to him by the Selectmen, and in that event the removal of the Town Manager shall not take effect until a written decision following the hearing shall have been filed with the Town Clerk. Such decision by a majority vote of the Selectmen shall be final.

A timely notice by the Board not to extend the Contract at the end of the initial term shall not constitute a removal.

- B. In the event that the Town Manager is removed by the Board of Selectmen prior to the expiration of the term of this Agreement, the Town agrees that it shall pay to the Town Manager a lump sum cash severance payment equal to 5 (five) months aggregate salary, as well as unused vacation time, which amount shall be paid to the Town Manager on or before the effective date of removal from his employment, The Agreement shall be deemed to be terminated upon removal. All rights and benefits shall cease, except for the entitlement to severance and unused vacation pay and post removal indemnification as set forth in Section 10.
- C. In the event that the Town Manager voluntarily resigns his position as Town Manager with the Town before the expiration of the term of this Agreement, the Town Manager shall give the Town four (4) months written notice in advance, unless the parties agree otherwise. A copy of the resignation shall be filed with the Town Clerk. Said resignation shall not take effect until four (4) months after the date written notice is given to the Town.

#### SECTION 4 - Salary

- A. The Town agrees to pay the Town Manager for services rendered under this Agreement an annual base salary \$ 154,812 (one hundred and fifty four thousand eight hundred twelve dollars) effective June 30, 2014, payable in the same installments as other employees of the Town are paid. Any increase in salary for the subsequent years of the agreement shall be determined by the Board of Selectmen, subject to an annual performance evaluation and Town Meeting budget appropriation.
- B. If the Town Manager continues in office after the expiration of this Agreement and there is no successor agreement, the Town Manager shall continue to receive the salary in effect at the time.

#### SECTION 5 - Hours of Work

The Town Manager will devote full time and attention to the business of the Town and will not engage in any other business, except with the approval of the Board.

#### SECTION 6 - Health Insurance, Vacation, Holidays, Sick Leave, Funeral Leave, Jury Duty.

- A. The Town Manager shall be eligible to enroll in the Town's health and life insurance programs with the Town contributing 75% and the Town Manager contributing 25% towards the premium cost of the plan. Any other costs, including co-payments, will be paid for by the Town Manager. The Town will provide, at its expense, the standard life insurance that it provides other employees under M.G.L. c. 32B

- B. The Town Manager will be entitled to twenty (20) days paid vacation in each year of the Contract. He shall have the right to carry over up to five (5) days of vacation to be used in the next year with the advance approval of the Board. Said approval must be requested far enough in advance for vacation to be taken if the request is not approved. The vacation credit presumes that the contract term will be fulfilled: if it is not, the vacation credit will be pro-rated based on the portion of the term fulfilled.
- C. The Town Manager will be credited with 30 (thirty) sick days at the commencement of his employment as Town Manager. Thereafter, he will accrue one (1) sick day per month. Unused sick days may be accumulated from year to year to a maximum of one-hundred (100) days, but unused days will not be bought back
- D. The Town Manager shall receive the following paid Holidays:

New Years Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Patriot's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

If a Holiday falls on a day that the Town Manager is using paid vacation, he will be provided with an additional day off with pay.

All Holidays falling on a Sunday will be observed on the following Monday.  
 All Holidays falling on a Saturday will be observed on the previous Friday.

The Town Manager will be entitled to three (3) hours off his regular workday on the working days preceding Christmas and New Years Day.

- E. Upon the death of the Town Manager's spouse or his children, the Town Manager will be granted leave of five working days without loss of pay. Upon death of the Town Manager's mother, mother-in-law, father, father-in-law, sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, the Town Manager will be granted leave of three working days without loss of pay.
- F. The Town Manager shall receive three (3) days personal leave each contract year.
- G. In the event that The Town Manager serves as a juror in a Federal Court or in the Courts of the Commonwealth, he shall receive from the Town the difference between his salary and the compensation he received for such jury services, exclusive of any travel or other allowance; provided, however, he shall receive his full pay for his first three days of service for the Commonwealth of Massachusetts.

SECTION 7 - Professional Development

Time spent in professional development activities shall not be deducted from vacation leave.

SECTION 10- Automobile

Whereas the Town Manager is deemed to be on duty twenty-four hours a day, three hundred sixty-five days a year, the Town Manager shall be provided with a Town vehicle for use in discharging his duties within the Commonwealth of Massachusetts, including, at his discretion, to commute from his residence. The Town shall provide, maintain, insure and repair said vehicle for the Town Manager's use and reimburse him for any gasoline, tolls, and parking expenses incurred in connection with the discharge of his duties.

The Town Manager shall be responsible for keeping mileage records for Internal Revenue purposes.

SECTION 11 - Indemnification

Pursuant to Chapter 258, Section 9, the Town will indemnify the Town Manager from personal financial loss, all damages and expenses, including legal fees and costs, if any in an amount not to exceed \$1,000,000 (one million dollars) arising out of any claim, action, award, compromise, settlement or judgment by reason of an intentional tort, or by reason of any act or omission which constitutes a violation of civil rights of any person under federal or state law, if the Town Manager, at the time of such intentional tort or such act or omission, was acting within the scope of his official duties or employment, except that he shall not be indemnified for violation of any such civil rights if he acted in a grossly negligent, willful or malicious manner. This section shall survive the termination of this Agreement or removal of the Town Manager for the Town Manager's acts or omissions that occurred during his tenure as Town Manager. The Town will provide the Town Manager liability insurance coverage under its public officers' liability insurance policy.

SECTION 12 - Bonding

The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager, in the performance of municipal duties.

SECTION 13 - Other Terms and Conditions of Employment

- A. All provisions of law of the Commonwealth of Massachusetts relating to retirement, health insurance and other fringe benefits shall apply to the Town Manager, except as otherwise provided in this Agreement.

SECTION 14- No Reduction in Benefits

The Town shall not at any time during the term of the Agreement, or any extension, reduce the salary, compensation or other benefits of the Town Manager except in accordance with the provisions of this Agreement.

SECTION 15 - Town Manager Evaluation

- A. Annually, the Board and the Town Manager shall define the goals and objectives which they determine necessary for the proper operation of the Town and the attainment of the Board's policy objectives, and shall further establish a general priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limits specified and within the annual operating and capital budgets and appropriations provided by the Town and the events that have occurred during the year.
  
- B. The Board shall review and evaluate the Town Manager every year from the date that the Town Manager commences his duties as Town Manager. Said review and evaluation shall be based on the goals and objectives developed jointly by the Board and the Town Manager. Further, the Chairman of the Board shall provide the Town Manager with a summary written statement of the evaluation findings of the Board and shall provide an adequate opportunity for the Town Manager to discuss his or her evaluation with the Board. The evaluation shall be part of the Town Manager's personnel file.

SECTION 16- Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO TOWN:                      Chairman of Board of Selectmen  
    Town Hall, 10 Nickerson Avenue  
    Middleborough, MA 02346

B. TO TOWN MANAGER: Charles J. Cristello  
    40 French St.  
    Hingham, MA 02043

Alternatively, notices required pursuant to this Agreement may be personally served. Notice shall be deemed as given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. A party from time to time may give the other party written notice of an alternate address to which notices shall be given by mail hereunder in lieu of an address set forth above.

SECTION 17- General Provisions

- A. This Agreement supersedes any and all prior written or oral agreements and constitutes the entire agreement between the parties. No extension or modifications or same shall be effective unless by an instrument in writing duly executed by the parties.
- B. This Agreement is a Massachusetts contract and shall be governed by the laws of the Commonwealth of Massachusetts. If any provision, or any portion thereof, contained in this Agreement shall is determined to be illegal by a court of competent jurisdiction or otherwise, it shall be considered null and void but the remainder of this Agreement shall not be affected, and shall remain in full force and effect.
- C. For the purposes of the Fair Labor Standards Act, the Town Manager shall be an "exempt employee".

IN WITNESS WHEREOF, the parties hereunto set their hands and seal by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

TOWN OF MIDDLEBOROUGH,  
Acting by and through  
Its Board of Selectmen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date

  
\_\_\_\_\_  
CHARLES J. CRISTELLO  
\_\_\_\_\_  
Date 1/21/14

**Jacqueline Shanley**

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**From:** Winston Stone >  
**Sent:** Monday, January 06, 2014 6:53 PM  
**To:** SelectmenWeb  
**Subject:** Tourism Committee

To the Board of Selectman,

Mary Stone and I would like to be on the Tourism Committee. We are the tour guides for the Middleborough Ghost and Legends Tour run by Lantern Tours.

*Winston S. Stone*

## Jacqueline Shanley

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**From:** kablai  
**Sent:** Tuesday, January 07, 2014 2:29 PM  
**To:** Jacqueline Shanley  
**Subject:** TOURISM COMMITTEE

Dear Madam and Sirs,

I would like to ask that my letter serve to you that I am interested in representing the Town of Middleborough by joining the Tourism Committee. I have lived in the Town of Middleborough for over 30-years. Raised my children and have served on several committees.. I am dedicated to promoting and reporting the good life that exist in our area. We shall endeavor to keep the visitors and their families interested and active.

Sincerely

Karen A Blair

We are the Entertainment & Life Styles Promotion Specialists..

"Why not do business where business is being done."

## Jacqueline Shanley

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**From:** judy.bigelow  
**Sent:** Tuesday, December 31, 2013 4:03 PM  
**To:** Jacqueline Shanley; Caroline R. LaCroix  
**Cc:** leilani  
**Subject:** Tourism

To Middleborough Board of Selectmen,

Please, consider me towards playing a role in the Tourism Committee, for the future.

I have been working for a number of years , towards getting an interest in Middleborough gaining some of the tourists discretionary spending on their way towards Cape Cod and towards Plymouth. My interests have led me towards joining SEEPLYMOUTH, the 400 Club, Tourism Cares and various other groups that may ultimately lead towards the foundation and community share of grants for tourism. I am also a member of Massachusetts Economic and Development Corporation which gives me insight into the grant foundations of economic and development of the historic past and the future of various towns in Massachusetts. It allows me, first hand knowledge of the various towns that gain tourism towards their economic and development packages that show entertainment, education and history for tourists, near and far.

Although, I am stepping down as President of Middleborough on the Move, in 2014, I will be actively involved in the non profit's mission which will allow for some major grants to be applied for through the tax exempt number of M.O.M., if the board votes approval of utilizing the number for such purposes.

Thank you, for the consideration into this matter.

Sincerely,

Judith Ann Bigelow-Costa

SHERRI HARTLEN-NEELY

Middleborough, Massachusetts 02346

12/7/2013

Middleborough Board of Selectmen  
10 Nickerson Avenue  
Middleborough, Massachusetts 02346

**TO WHOM IT MAY CONCERN:**

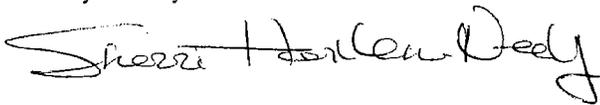
I am writing to formally express my interest in participating in Middleboro's Tourism Committee.

I have more than 20 years of experience in organizational/employee communications, public relations, event planning and social/community management and business. My full background can be found on LinkedIn (<http://www.linkedin.com/in/shartlen/>).

In addition to my professional experience, I currently sit on the Middleborough Public Library Board of Trustees and have been working with Selectmen Dalpe and Frawley – amongst many others – on planning the first annual Herring Festival in 2014.

Please let me know if you have any questions. I can be reached via any of the channels below.

Thank you for your consideration!



*Social Media*

Facebook ~ Google+ ~ LinkedIn ~ Twitter ~ Website

## Jacqueline Shanley

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**From:** glenn montapert <  
**Sent:** Monday, November 18, 2013 11:54 PM  
**To:** SelectmenWeb  
**Subject:** Volunteering for the Middleborough Tourism Committee  
**Attachments:** Glenn Montapert - Middleboro Tourism Committee.doc

Dear Selectmen,  
I request to be considered for the **Middleborough Tourism Committee**

My professional experience will assist the Middleborough Tourism Committee as my resume attached shows that I can work with others, share information, understand lessons learned to not make the same mistakes twice, create presentations, speak publicly those presentations, graph & chart dynamics and progress, take meeting minutes and keep a record log of action items that need to be completed. I would be the business side of Tourism that would monitor, track and document work started, work in progress and work completed.

In my business life I am Project manager that has twenty (20) years' experience in the business profession and another ten (10) years experience as a WAN/LAN technician. As a Network Sourcing manager I Manage Project Plans and clearly communicate to clients. As an efficient Project Manager and Customer Service Manager who skillfully knows how to manage and cultivate client engagements, create and follow Project Plans and train staff to support the project. I also track, monitor, document and analyze work in progress thereby safeguarding the business by sticking to contractual agreements and appease the executive customers without forfeiting profits.

Short resume attached.

Respectfully,  
Glenn Montapert

# Glenn Montapert.

Middleboro, MA 02346

## Middleborough Tourism Committee

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## EXPERIENCE

### **AT&T – IT Lead Network Engineering Manager**

**07/2009 – Present**

### **AT&T CONSULTANT – IT Lead Network Engineering Manager**

**11/2007 – 07/2009**

Provide pre-sales support to review customer's requirements for contractual agreements. Provide solution, costs, quantify business risk and assumptions. Accommodate Customer facing in support of Contracts negotiations. Knowledgeable on the Information Technologies Managed Service products and Outsourcing best practices to help assess Client requirements and customer Request for Proposals (RFPs). I work with AT&T engineering teams and assist in performing engineering theoretical analysis as well as sound business judgment when making a recommendation as part of a Pre-Sales support function. I work across many internal organizations including Global Sales Enablement, Engineering, Enablement, Operations, Product Management, and potentially negotiate such agreement with AT&T's external Clients. I support custom reports encompassing managed routers, transport, legacy voice, IP Telephony, Managed Security Services and firewalls.

### **IBM CONSULTANT - Transition Manager**

**5/2006 – 11/2007**

Project Manage contracts to automated reports by managing a team of Architects, Data Base Teams, Presentation and testers through meetings and service requests to meet deadlines. Information is extracted from data sources and pulled into an Actuate tool that creates Incident, Problem, Change, Release, Availability Capacity, Configuration, Service Level and Asset reports. I meet with executives to provide them Project Plans, updates and timelines. I provide updates to the Solution Architect and work with other towers to meet product deliveries.

### **JOHNSON & JOHNSON CONSULTANT**

#### **Problem Manager / Incident Manager**

**8/2005 – 5/2006**

Maintain Problem management and Incident management process and procedures by running daily executive meetings of Critical and High Network outage impacts. I documented ITIL proceedings and Project Manage the team to track solution events will prevent future outages. Run Daily Outage reports and Weekly reports analyzing data and creating graphs and presentations for executives.

### **IBM CONSULTANT - Project Manager**

**4/2004 – 4/2005**

I provided on-site Project Management for Johnson & Johnson in Raritan NJ. Wrote diverse Statements of Work for each new provisioning project that includes cost analysis, resource analysis, resource management to budget and on time deliverables of processes. Heavy customer interface was required as well as stringent turnaround times. Work with and support Infrastructure teams to coordinate completion of projects.

**AT&T SOLUTIONS**

**Service Level Manager**

**4/1994 – 12/2003**

I partnered with Negotiation Teams and Transition Teams to Project Manage and implement Statements of Work and Outsourcing Agreements for Network Systems and Maintenance for Siemens, General Motors, Washington Mutual and IBM accounts. I oversaw voice, data, server applications, VoIP, IP Telephony and client networks reports for analysis. Complete RFP requests, as an outsourcing vendor, with knowledge for interpretation, analysis, comparing & contrasting of responses, identifying evaluation criteria, coordinating vendor demos, compiling evaluation information, conducting reference checks, and due diligence reporting.

**AT&T SOLUTIONS**

**IT Operations Specifically for Merrill Lynch (NYC)**

**6/1996 – 2/1998**

AT&T as an Outsourcing Company was hired by Merrill Lynch to run the Global IT departments of a Merrill Lynch legacy network and update the technology to state of the art with an annual cost reduction of 10% after every year. For almost two years I sat in operations working with vendors, provided installation, reporting analysis, project plans, working with global engineers on building a high tech cost efficient global network and provide customer interfacing for meeting deadlines.

**CHASE MANHATTAN**

**Network Quality Assurance Manager & Field Service Engineer**

**6/1988 – 4/1994**

WAN/LAN Field Service Technician for the Chase Manhattan Bank and assisted with the building of the WAN/LAN Networks of Metrotech Buildings 3 & 4 in Brooklyn by install and maintain the Bank's communication network. Maintained standards of efficiency over networks installed by Engineers, Implementation Technicians and Operations Teams. Kept and coordinated new installations documentation.

**EDUCATION & PROFESSIONAL DEVELOPMENT**

**AT&T Training** – 10 Project Management Process courses specific to IT and Outsourcing 2012

**AT&T Training** – 28 Project Management Process PMBOK Management courses 2012

**BBA - Business Administration in Finance**, Bernard M. Baruch College, New York, NY

**CURRENT AWARDS**

**AT&T GCS Star Award 3<sup>rd</sup> Quarter top worker 2013**

**AT&T GCS Star Award 3<sup>rd</sup> Quarter top worker 2012**

**Business Building Awards** for Signing Orange Services Contract 2012

**Business Building Awards** for Signing State Farm Contract 2012

**AT&T GCS Star Award 2<sup>nd</sup> Quarter top worker 2011**

# DRAFT

January 14, 2014

Mr. Franklin Keel, Regional Director  
Eastern Regional Office  
Bureau of Indian Affairs  
545 Marriot Drive, Suite 700  
Nashville, TN 37214

Re: Comments on DEIS for Proposed Mashpee Wampanoag Tribe Property Trust and Development

Dear Mr. Keel,

The Town of Middleborough submits the within comments in regards to the DEIS for the proposed Mashpee Wampanoag Tribe Property Trust and Development for the Project First Light Casino in Taunton. The Town submitted a 10 page comment letter dated June 29, 2012, with respect to the project's NEPA Draft EIS Scope. Review of the DEIS reveals that the project's stated impacts and mitigation have not substantially changed since the project was first proposed and the DEIS does little, if anything, to address the concerns raised by Middleborough in the Town's Scoping Comments.

## **ALTERNATIVES**

The DEIS contains a section entitled "Alternatives" describing other financial ventures and proposed sites that were studied, prior to selecting the Taunton location for a Mashpee Wampanoag Casino project. The DEIS identifies that the Tribe explored a potential casino site in the Town of Middleborough and "began negotiations to develop a casino with the Town" in 2007. The DEIS fails to reveal that the Mashpee Wampanoag Tribe entered into an Intergovernmental Agreement with the Town in July 2007 for the development of a gaming facility, hotel and ancillary facilities (the Project) pursuant to IGRA, which was ratified by both the Mashpee Wampanoag Tribal Council and Middleborough Town Meeting and fully executed. That IGA remains in full force and effect today and specifically restricts a Mashpee Wampanoag Tribal casino to the Middleborough "Project Site" specified in the IGA unless there is further negotiations with the Town of Middleborough to amend the IGA. It states "If the Tribe acquires additional lands beyond those described as the Project Site in Exhibit A and subsequently seeks to place such lands into trust status with the United States, the parties agree to reopen and negotiate in good faith an amendment to this agreement to mitigate any impacts of the Tribe's acquisition and development of such lands..." It is Middleborough's position that the Mashpee Wampanoag are not able to place land in trust for the purpose of gaming in Taunton unless the IGA with Middleborough is amended to allow for it.

The DEIS identifies that the project in Middleborough was to be substantially larger than what the Tribe is considering in Taunton (almost twice as large). It then goes on to say that the wetland impacts and generation of traffic were also larger and the cost for infrastructure improvements was "inordinate" making the Middleborough

Mr. Franklin Keel, Regional Director

January 14, 2014

Page 2

site not economically viable and for that reason the Tribe "officially" ended its pursuit of the Middleborough site. If the casino resort project in Middleborough was reduced to the size that is currently being proposed in Taunton, the project impacts would similarly have been reduced. In addition, the Tribe agreed to address transportation infrastructure improvements on Route 44, to allow adequate access to the casino site by patrons and employees without significantly impacting the already stressed regional roadways. This is not being done at the Taunton site as is clear from the lack of mitigation for Route 24.

## TRANSPORTATION ISSUES

The Alternatives section states that the fundamental reason for choosing a casino project was to provide the Tribe with economic self-sufficiency and that "*A casino resort would also provide the highest economic benefit to the region and provide the best vehicle for infrastructure improvements*". If this statement has any validity, then the benefits to the "region" and the infrastructure improvements in the "region" should be of foremost concern in the DEIS. However as identified below in the comments on transportation, the DEIS traffic analysis, is mostly limited to the City of Taunton and does not address, minimize, eliminate or mitigate regional impacts from the project.

This project is subject to the Massachusetts Environmental Policy Act (MEPA) and has submitted a Draft Environmental Impact Report (DEIR) to the Commonwealth. That report acknowledges broader Casino traffic impacts on the regional roadways and explores more extensive mitigation than is discussed within the DEIS. We respectfully request that the proponent be required to legitimately respond to all comments submitted on this project and minimize or eliminate the project impacts through appropriate mitigation. Attached you will find MADOT's MEPA DEIR comment letter for the Taunton Resort Casino dated July 12, 2013. The Town assumes that similar comments will be submitted by MADOT for the DEIS, however, rather than the Town restating all of these concerns, we feel that MADOT's comments, including but not limited to those relating to Route 24, reflect our concerns as well.

The DEIS is insufficient with respect to the identified traffic impacts and mitigation. Impacts from the project and proposed improvements have been identified at a number of locations within the City of Taunton; however it does not appear that any significant analysis is conducted beyond those locations particularly with respect to surrounding communities. This project will have far reaching impacts due to its size, location, and intended use, specifically as it relates to its proposed location adjacent to Route 24, a highway that according to MADOT is already at capacity today. Route 24 is inadequate to serve a facility of this nature without widening. If Route 24 is not widened to increase capacity, specifically between Routes 140 and I-495, to accommodate Casino traffic, current motorists, casino patrons and employees will seek alternative cut through routes in surrounding communities to avoid the Route 24 gridlock. The applicant must address the project impacts in all affected study areas. The DEIS should evaluate adding a third lane to Route 24 in each direction as the MEPA DEIR did, which concluded that the added capacity would create better traffic operations and improve the projected congestion during the peak hours to a LOS C in both directions. Although there are challenges for adding a third lane, a more robust evaluation of this mitigation should be performed before this very large project is introduced to this specific location without the necessary mitigation to accommodate it.

The Town's Scoping Comments requested that the study identify and evaluate the impacts to routes that are alternates to Route 24 that will be used by patrons, employees and regional commuters if Route 24 is not widened. This issue of alternate routes utilized in lieu of a congested Route 24 has not been acknowledged or addressed in the EIS. Under existing conditions drivers experience extensive delays on a regular, daily, basis during the weekday afternoon commuter peak, as well as on Fridays. Route 24 southbound experiences long delays and congestion from I-495 to Route 140. This congestion results from the lane drop and substandard interchange designs. Levels of service and actual operations of a freeway are much more defined by the road's operation at an interchange and lane drop than along a freeway segment. It is clear that this project would push an already

Mr. Franklin Keel, Regional Director

January 14, 2014

Page 3

congested roadway well over capacity and create congestion that affects the entire region. The existing delays on Route 24 result in drivers seeking alternate routes on local roadways and we expect that situation will be exacerbated by the proposed project.

Given the existing and projected delays on Route 24, the project needs to reevaluate arrival and departure routes to the facility to account for existing and projected travel times. We request that the proponent perform travel time runs on potential arrival and departure routes to the facility under existing conditions and project those travel times to future conditions. That information should be factored into the trip distribution for the development to accurately reflect likely travel routes. We expect that many of the local roads would see higher traffic volume increases than projected due to the excessive delays that will occur on Route 24. Real time travel analysis using Google Maps indicates that often during the PM peak hour, routes that would not have been the fastest ways to the casino during the mid-day become the fastest and preferred routes during the PM peak.

The Town has identified concerns with the trip distribution of vehicles from the South Shore and Cape Cod traveling through Middleborough to reach the casino. Not only does the DEIS maintain the original "Overall Regional Trip Distribution" figure 8.1-30 that was previously presented upon which we have raised concerns and continue to raise them; the project proponents have determined that there will be no usage of Routes 18 or 28 by patrons or employees to access the casino. Currently Route 18/28 is a primary route for travel from Middleborough and towns to the north such as Bridgewater and East Bridgewater to Route 44 and points west. Given the concerns over congestion on Route 24, which will certainly increase with this project, we find it unlikely that vehicles will not seek alternate routes on other roadways, such as Routes 18, 28, 105, 79 and Middleborough Ave, since a Google Maps travel time analysis reveals that during the PM peak these routes often represent the shortest time to reach the casino and avoid Route 24's congestion. Additionally it appears that the project proponent has assumed that no one will utilize Middleborough Ave at Route 18 to travel to the casino, despite the fact that many Middleborough residents regularly use this route today to reach the Galleria Mall and stores on County Street such as Target and Home Depot. Again, during our PM peak hour desktop travel time analysis from towns as far away as Abington, Scituate and Manomet, Google Maps consistently directed vehicles through the Middleborough Rotary and south on Route 18 to Middleborough Ave as the shortest route; confirming that vehicle GPS will do the same.

The Town of Middleborough is concerned with the inaccuracies presented in Section 8.1.2.2 regarding the Middleboro Rotary improvements. It states that construction on this project is anticipated to start in 2016, which is not consistent with information provided by MADOT to the Town of Middleborough or SRPEDD, the Regional Planning Agency. In addition, the cost for this project is expected to be in the range of \$25 to \$35 million, not the \$13.8 million presented in the DEIS. Middleborough is concerned that the Casino's full impacts on Route 44 and the Middleborough Rotary are not being presented through the DEIS traffic analysis because of deficiencies in trip distribution and the impact of drivers seeking alternate routes to Rte. 24, and this lack of evaluation may adversely impact any improvements that are being designed for the Rotary which does not include casino generated traffic in its counts.

The Taunton Casino will impact evacuation from the Pilgrim Nuclear Power Plant and impact the routes that will be taken to the designated Taunton High School Evacuation Center. This should be addressed through the NEPA process and not delayed to later. The EIS should also evaluate how the increased traffic from the Taunton Casino will impact evacuation pursuant to SRPEDD's 2006 Regional Hurricane Evacuation Plan. It is clear that evacuation during a hurricane or an accident/event at the Pilgrim Nuclear Power Plant should be part of the EIS assessment of traffic impacts, alternatives and mitigation with respect to the proposed Taunton Casino and its impacts on regional roads and surrounding communities.

## **WATER SUPPLY MANAGEMENT AND ANADROMOUS FISHERIES ISSUES**

Mr. Franklin Keel, Regional Director

January 14, 2014

Page 4

The City of Taunton's source of drinking water supply is the Assawompsett Pond Complex (APC), consisting of Assawompsett, Pocksha, Great Quittacus, Little Quittacus and Long Ponds, located in the Towns of Middleborough, Lakeville, Freetown and Rochester. It is also the drinking water supply for the City of New Bedford. The APC is the largest natural water body in the State and the spawning grounds for the most prolific herring/alewife run on the east coast of the United States according to the Herring Alliance. Taunton manages the APC's water levels through control of an earthen dam located on the north end of Assawompsett Pond at the headwaters of the Nemasket River. In recent years the ponds have experienced catastrophic flooding as well as low flow drought conditions impacting public infrastructure and private properties in the four host communities as well as base stream flow to the Nemasket River identified by MADEP as a "medium stressed basin". Currently, there is no scientific basis, let alone a sustainable water management strategy, for the operation and management of the pond levels by the City of Taunton at the Assawompsett dam.

According to the DEIR the City of Taunton's registered WMA water withdrawal, good through 2017, is 5.87 MGD average day demand plus an additional 1.42 MGD approved through its 5/24/11 Water Management Act Permit. MA DEP continues to utilize Interim Safe Yield determinations for Water Management Act Permits based on current allocations. Once DEP establishes a Long Term Safe Yield methodology, the permitted water withdrawal from existing sources may be modified. **The Safe Yield of the APC has never been established.** The casino's impact and dependence on the APC for long term water supply should be fully evaluated through establishment of the ponds' safe yield and determination of base flow needs of the herring and alewife fishery of the Nemasket and Taunton Rivers. The DEIS should address these issues.

The Taunton Casino has the potential to cause direct, indirect and cumulative impacts to the Nemasket and Taunton Rivers. The Taunton River is a federally designated Wild & Scenic River. Water withdrawn from the APC at the headwaters of the Nemasket River is discharged from Taunton's Wastewater treatment plant, well down stream on the Taunton River. Increase in water withdrawal or change in management strategies resulting from the Casino's unique water needs could cause impairments to water quality and reductions in stream flow in these rivers which would adversely impact fisheries resources, including but not limited to anadromous fisheries and should be fully evaluate in the DEIR.

Again, this project will have far reaching impacts due to its size, location, and intended use. The applicant must address the project impacts in all affected study areas. We respectfully request that the proponent be required to respond to all comments submitted on this project in a cohesive and legitimate fashion.

Thank you in advance for your consideration.

Sincerely,

Stephen J. McKinnon, Chairman  
for the Board of Selectmen



Deval L. Patrick, Governor  
Richard A. Davey, Secretary & CEO

**massDOT**  
Massachusetts Department of Transportation

July 12, 2013

Richard K. Sullivan, Jr., Secretary  
Executive Office of Energy and Environmental Affairs  
100 Cambridge Street, Suite 900  
Boston, MA 02114-2150

RE: Taunton- Project First Light – DEIR  
(EEA #14924)

ATTN: MEPA Unit  
Holly Johnson

Dear Secretary Sullivan:

On behalf of the Massachusetts Department of Transportation, I am submitting comments regarding the Project First Light Destination Resort Casino in Taunton, as prepared by the Office of Transportation Planning. If you have any questions regarding these comments, please call J. Lionel Lucien, P.E., Manager of the Public/Private Development Unit, at (857) 368-8862.

Sincerely,

David J. Mohler  
Executive Director  
Office of Transportation Planning

DJM/jll

Ten Park Plaza, Suite 4160, Boston, MA 02116  
Tel: 857-368-4636, TDD: 857-368-0655  
[www.mass.gov/massdot](http://www.mass.gov/massdot)

cc: Frank DePaola, P.E., Administrator, Highway Division  
Patricia Leavenworth, P.E., Chief Engineer, Highway Division  
Mary-Joe Perry, District 5 Highway Director, Highway Division  
Neil Boudreau, State Traffic Engineer  
Stanley W. Wood, P.E., Highway Design Engineer  
PPDU files

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TRANSPORTATION

OFFICE OF TRANSPORTATION PLANNING  
MEMORANDUM

---

TO: David J. Mohler, Executive Director  
Office of Transportation Planning

FROM: J. Lionel Lucien, P.E., Manager  
Public/Private Development Unit

DATE: July 12, 2013

RE: Taunton – Project First Light Destination Resort Casino – DEIR  
(EEA #14924)

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The Office of Transportation Planning has reviewed the Draft Environmental Impact Report (DEIR) for the Project First Light Destination Resort Casino project in Taunton. The proposed project entails the development of a destination resort casino, to be located in the northeast quadrant of the Route 24/Route 140 interchange. The project site would be comprised of 151 acres; of which 146 acres are under the ownership of the Taunton Development Corporation as economic development land and the remaining five-acre contiguous parcels are controlled by three different owners. The Wampanoag Tribe (The Proponent) has filed an application with the U.S. Department of Interior, Bureau of Indian Affairs for the acquisition in trust of the entire 151-acre site.

The DEIR includes three Development Alternatives and a No Action Alternative. MassDOT review is primarily focused on Alternative A, which is the most intensive use and the applicant's preferred alternative. Under this alternative, the development program would include:

- A 400,019 square foot Category 3 resort casino complex, including: 4,400 gaming positions (3,000 slot machines, 150 multi-game tables, and 40 poker tables); a food court, a buffet restaurant, a bar/lounge, a 24-hour restaurant, and a fine-dining restaurant with a combined seating capacity of 1,045 patrons; 7,872 sf of retail space; a 23,423 sf events center; and 101,052 sf of administrative and back of house space, including a 325-seat employee dining room;
- A 25,000 sf indoor/outdoor water park;
- Three hotels totaling 900 rooms (two hotels attached to the casino and one attached to the water park); and
- 6,371 parking spaces, including 4,431 structured spaces and 1,940 surface spaces (including 500 spaces located at the water park).

Alternative B would remove the two hotels attached to the casino and reduce the overall casino operations and footprint. Alternative C would maintain the casino complex from Alternative A, but eliminate the water park and its associated family-oriented hotel and parking spaces.

The project is bounded to the north by Middleborough Avenue, to the east by Stevens Street, to the south by Route 140, and to the west by Route 24 and the Cotley River/Barstows Pond system. The project is categorically included for the preparation of an Environmental Impact Report (EIR). The project requires a Vehicular Access Permit because the site abuts Route 24 and because roadway improvements are proposed along Route 140 to mitigate the project's traffic impacts.

Based on information included in the DEIR, the project at full build is expected to generate approximately 20,992 vehicle trips on an average weekday, including 226 vehicle trips during the weekday AM peak hour; 1,726 vehicle trips during the Friday PM peak hour; and 1,410 vehicle trips during the Saturday peak hour. As requested as part of MassDOT's comments on the ENF, the proponent has revised trip generation calculations based on trip generation rates previously discussed and approved by MassDOT. These rates were derived from multiple data sources of comparable casino facilities of similar size and amenities.

The DEIR includes a transportation study prepared in conformance with the EOEEA/ MassDOT Guidelines for EIR/EIS Traffic Impact Assessment (TIA). However, MassDOT has a number of significant concerns related to the analysis executed, some of the findings of the TIA, and the transportation system improvements that the proponent has committed to. The project is located in close proximity to the Route 24/Route 140 interchange in Taunton and is expected to adversely impact its operations, which is a critical transportation node for the entire region. The proposed mitigation program included in the DEIR should be improved to better address the existing safety concerns at the interchange, in mitigating the additional traffic impacts of the proposed casino, and in developing an aggressive Transportation Demand Management program to reduce site traffic. In our comment letter on the ENF, MassDOT raised specific concerns regarding safety and traffic operations to be addressed in the DEIR. While the DEIR provides a comprehensive level of information and analysis, it does not adequately address our concerns regarding safety and mobility. Such deficiencies are of the level where a Supplemental DEIR (SDEIR) could be justified. However, MassDOT is confident that the proponent is willing to continue to make a dedicated effort to address our comments through meetings and consultations, and that the necessary transportation evaluation and analysis can be finalized and an appropriate mitigation package determined as part of the FEIR.

In order to address our concerns, the FEIR should include a revised a transportation study with a comprehensive re-evaluation of safety conditions at locations with crash rates higher than the MassDOT Highway Division District 5 average, with particular emphasis on the Route 24/Route 140 interchange. It should also provide a re-evaluation of access alternatives at the Route 24/Route 140 interchange, in particular the feasibility of implementing the Route 24 southbound slip ramp to Route 140 northbound. MassDOT has already identified a preferred alternative for the interchange, so any interim mitigation plan should be compatible with that alternative. In addition, the study should identify a comprehensive TDM program with a focus on new public transit and non-motorized vehicle access, and improvements to existing service. MassDOT strongly suggests that the proponent seek our concurrence on an access alternative plan prior to filing the FEIR for the project, as any premature filing of an FEIR may simply result in the scoping of a Supplemental FEIR.

### **Safety Analysis**

The DEIR includes a safety analysis that provides a summary of the crash history in the study area from 2007 to 2009. These crashes were converted to intersection and segment average rates and compared with the MassDOT District 5 average rates. As shown in the crash summary tables, a number of intersections and road segments are experiencing crash rates significantly higher than the District 5 average, in some instances twice or three times higher. More specifically, Table 3.2-4 in the DEIR indicates that the average crash rate for the Route 24 northbound and southbound segments adjacent to exit 12 & 12B, is currently calculated at 9.30 and 9.17 respectively from 2008-2010. This is extremely high when compared to the District 5 average rate of 1.99. Of the 238 reported crashes during the three-year period, 134 involved rear-end collisions; 118 of these crashes were located on the Route 24 mainline, while 82 occurred in the southbound direction on the approach to the Exit 12B off-ramp to Route 140.

The DEIR has adequately reported the crash data information; however, it did not present a detailed analysis of the types of crashes, explain the reasons for these crashes, or identify potential countermeasures for addressing factors contributing to crashes and for reducing crash severity or frequency. Many of these locations are already identified by MassDOT for future safety improvements, although the design and construction of these improvements is unlikely to occur prior to the anticipated opening of the casino project. Therefore, it is incumbent on the proponent to propose a development program or provide a mitigation plan that would not exacerbate already unsafe conditions. As proposed, Alternative A is likely to significantly impact safety. In particular, the Route 24 northbound and southbound segments are expected to see a significant increase in regional travel, with most of the southbound traffic expected to use the Route 24 southbound ramp to Route 140. This ramp is currently operating at capacity and its geometry is considered substandard based on current AASHTO design criteria. According to Table 3.2-18 of the DEIR, a significant number of the reported crashes, which have occurred on the ramp and the Route 24 roadway segment leading to it, are rear-end collisions. This implies that vehicles traveling at the highway speed are rear-ending slower moving vehicles on the ramp or in the Route 24 southbound deceleration lane. The additional traffic volume associated with the project could cause the queue to be longer and of greater duration in the evening peak hour due to the inability of the ramp geometry and the signalized intersection to process the traffic demand. These factors combined with the unfamiliarity of casino patrons with the area and its traffic patterns and the round-the-clock hours of operations would further exacerbate these safety concerns.

### **Regional Impacts**

The proposed casino development is expected to add close to 500 additional vehicles to the Route 24 mainline during the Friday peak hour. Of particular concern to MassDOT is the impact of this additional traffic to the Route 24 segment between the interchange with Route 140 (Exit 12) and the interchange with I-495 (Exit 14). This corridor is already at or near capacity during the peak period, particularly on the southbound mainline. According to the DEIR, the proposed project is expected to further worsen existing traffic conditions. Most of the merge, diverge, and weave movements at the interchanges are expected to see some degradation of level of service. With the increase in casino traffic, the demand along the two-lane Route 24 southbound roadway segment is expected to approach 4,275 vehicles during the Friday PM peak hour with traffic operating at an overall LOS "E". The DEIR includes an evaluation of the need for a third lane along the corridor. Based on the Highway Capacity Manual (HCM) freeway segment analysis, the provision of a third

lane both northbound and southbound would generally reduce congestion and improve travel time along the corridor, with traffic operating at overall LOS “C” or better during all peak periods. The DEIR has identified a number of design and constructability challenges that would need to be addressed as part of any plans to widen the corridor. Although the additional traffic generated by the casino would have a detrimental impact on traffic operating conditions, the proponent has indicated that in their view the additional trips associated with the casino project do not justify the need for a third lane. This issue will need to be further addressed during the development of the FEIR.

### **Traffic and Highway Improvements**

The traffic study analysis indicates that the project would result in deterioration in level of service (LOS) at several locations in the study area when compared to existing conditions. The proponent has compared the Future No-Build conditions with the Future Build conditions to determine the level of mitigation required. Accordingly, the proponent has committed to the following improvements to mitigate the project’s traffic impacts within the study area:

#### **Route 24/Route 140 intersection**

- Widening the Route 24 southbound off-ramp approach to Route 140 to provide two left-turn lanes and a single channelized right-turn lane that would enter into its own lane on Route 140 southbound, allowing a free, uninterrupted movement.
- Widening the Route 140 northbound approach to the Route 24 southbound ramps in order to accommodate two left-turn lanes and two through lanes just beyond the Route 24 overpass.
- Widening the Route 140 southbound approach to the Route 24 southbound ramps in order to provide two through-lanes and a channelized right-turn lane. The right-turn lane would be signalized to avoid any conflict with the Route 140 northbound double left-turning movement.
- Widening the Route 140 southbound beneath the bridge to accommodate two through-lanes and a barrier-separated through-lane for the free right-turn from the Route 24 southbound off-ramp.
- Widening the Route 140 northbound approach to the Route 24 northbound ramps in order to provide two through-lanes and two right-turn lanes. The right-turn lanes would be signalized to avoid any conflict with the Route 140 southbound left-turning movement.
- Modifying the Route 140 southbound approach to the Route 24 northbound ramps in order to accommodate the added lane for the Route 24 southbound off-ramp free flow movement while providing for two through lanes and a left-turn lane.
- Updating all traffic signal equipment.

#### **Galleria Mall Drive South/County Street/Route 140 southbound ramps**

- Modifying the lane configurations at this intersection to facilitate continuous flow from Route 140 southbound to the Stevens Street Connector.

#### **Stevens Street Ramp to Route 140 northbound**

- Constructing a new ramp on Stevens Street that would eliminate the need for a double-left lane at this intersection and allow all Stevens Street southbound traffic to directly access Route 140 northbound.

MassDOT has reviewed the above proposed mitigation measures and continue to have significant concerns. In fact, the proposed program has not significantly changed compared to the ENF submission, and most of our comments on the ENF are therefore reiterated in this letter. The following concerns remain to be resolved prior to MassDOT accepting the proposed mitigation program.

### **Ramp and Intersection Geometry**

To accommodate traffic flow from Route 24 southbound to Route 140 southbound, the proponent proposes to widen the ramp from one to two lanes, with one lane provided as a free flow for Route 140 southbound traffic and one lane for Route 140 northbound traffic to travel through the signalized intersection. MassDOT is concerned that this design does not meet the AASHTO design criteria. This two-lane high speed exit loop ramp would result in unsafe weaving maneuvers for vehicles trying to use the proper lane to access their destination on Route 140. In addition, the DEIR traffic analysis continues to raise concerns about the queue length at the Route 24 southbound ramp left-turn movement. The ramp design in the DEIR was slightly revised to limit the two lane ramp configuration to the segment approaching its intersection with Route 140. However, the revised analysis does not confirm that the intersection would be able to accommodate the left-turn volume during the Friday evening peak period. This traffic may block the right turning vehicles from Route 24 southbound to Route 140 southbound and cause traffic to further back up into the Route 24 southbound mainline during the weekday evening peak hours. The queue length on this ramp is critical when looking at the Route 24 corridor, as it could result in safety and operational deficiencies if the queue were to spill back onto the Route 24 mainline or even onto the curve of the Route 24 southbound off ramp.

Furthermore, the Route 140 lane configurations under the bridge at the Route 24 northbound and southbound ramp intersections do not meet the AASHTO design criteria. The Route 140 northbound approach to the signalized intersection with the Route 24 southbound ramp has an abrupt two lane shift, between the traffic signal and the Route 24 Bridge, to allow the Route 140 northbound double-left turn. The conceptual plans included in the DEIR did not provide sufficient detail to determine whether traffic along Route 140 would be able to safely transition into the appropriate lane to make the left-turns or to proceed on Route 140 northbound or southbound. The proposed Route 140 cross section provides five lanes under the Route 24 Bridge. This does not leave much room for snow storage and/or driver error, as there is only one foot of shoulder along the proposed barrier. Also, there are no provisions for bicycle traffic on Route 140 northbound.

At the Route 24 northbound/Route 140 signalized intersection, signalizing the Route 140 northbound right lane to the Route 24 northbound on-ramp has to be given careful consideration. Although signalization would allow for a dual right turn, the two lane traffic would still have to merge into one lane on the Route 24 northbound on-ramp. If traffic cannot merge smoothly, it could still result in a queuing problem on this approach.

### **Pedestrian/Bicycle Accommodations**

In several meetings with the proponent, MassDOT has reiterated the need to provide accommodations for all users as part of the mitigation plan for the project. The proponent's proposed widening of Route 140 under Route 24 would eliminate bicycle accommodations under the bridge. In addition, the mitigation plan does not provide for pedestrian connections between the proposed development, the Galleria Mall, and existing pedestrian accommodations along Route 140. These should be reevaluated as part of a revised mitigation plan.

### **Route 24 southbound slip ramp to Route 140 northbound (Option 2)**

During the development of the DEIR, MassDOT requested the proponent to analyze a Route 24 southbound slip ramp to Route 140 northbound. The slip ramp would be provided in the northwest quadrant of the Route 24/Route 140 interchange. The slip ramp would remove traffic going to Route 140 northbound from the Route 24 southbound movement to Route 140 southbound, thereby eliminating the need for a left-turn movement at this intersection. It would also eliminate a signal phase and the queues on the ramp. While this alternative does not resolve all the safety and operational issues associated with the interchange, it is a significant improvement of the mitigation plan currently committed to in the DEIR. It is also generally consistent with the current MassDOT preferred alternative for improvements at the interchange.

We note that the DEIR only includes a very conceptual evaluation of this alternative with the associated capacity analysis. According to a Local and State Wetland Resource Area map included in the DEIR and the previous MassDOT study of the interchange, the construction of this ramp in the northwest quadrant would result in wetland impacts. The DEIR did not address the environmental permitting and its impact on the schedule of construction of this improvement. This should be included in the FEIR in order for MassDOT to make a determination as to its feasibility and implementation schedule.

MassDOT generally believes that this particular improvement would go a long way in addressing a number of safety and operational concerns. It would eliminate the need for the two lanes on the Route 24 southbound ramp, reduce the ramp volume, and minimize potential queuing on the Route 24 southbound mainline.

### **Route 140/Stevens Street Improvements**

The TIA also includes the construction of a new ramp from Stevens Street to Route 140 northbound (Option 1), which would remove most of the exiting casino traffic from the Stevens Street/Route 140 northbound ramp intersection. The ramp is proposed to be located in an environmentally sensitive area and would likely result in significant wetland impacts. Additionally, the ramp would introduce a new merge and weaving condition on Route 140. The proponent has provided an alternative analysis (Option 2) for this ramp to examine options that might minimize these impacts. Under Option 2, the ramp movement is eliminated and provided as a double left-turn at the Stevens Street/Overpass Connector/Route 140 northbound on-ramp intersection. MassDOT generally favors Option 2 as it does not result in wetland impacts, it reduces site impacts, and it eliminates the merge and weave condition on Route 140 northbound.

### **Traffic Operations**

The DEIR includes a capacity analysis for the Route 24 northbound and southbound ramp intersections with Route 140. The analysis continues to indicate that both signalized intersections would operate at acceptable levels of service during the weekday AM, Friday PM, and Saturday midday peak hours. MassDOT has concerns about this finding based on the existing conditions at the Route 24/Route 140 interchange, which are frequently heavily congested, to the degree that MassDOT has evaluated the interchange to determine appropriate improvements (see below).

As requested, the proponent provided the VISSIM analysis for these locations; however, MassDOT does not believe that the VISSIM model was appropriately calibrated to reflect existing conditions to properly analyze and simulate existing and future build conditions. We were able to detect a number of settings that needed to be changed or adjusted to adequately reflect existing and/or proposed geometry, existing or proposed speed, and intersection operations. These assumptions should have been discussed and agreed upon before conducting the simulation. The VISSIM analysis should be reevaluated and the simulation presented and discussed with MassDOT prior to the submission of the FEIR. We strongly encourage the proponent to meet with MassDOT to reach consensus on the different factors to be used to calibrate the VISSIM model prior to running the simulation.

### **MassDOT Route 24/Route 140 Interchange project**

MassDOT has for years targeted this interchange for improvements to address safety deficiencies and to improve the traffic flow of this important regional connection to communities in the South Coast. Currently, the bridge carrying Route 24 over Route 140 is listed as structurally deficient and needs to be replaced.

MassDOT's preferred alternative consists generally of the following elements: replacing the bridge carrying Route 24 over Route 140; replacing the bridge carrying Route 24 over the railroad track immediately to the north of the interchange; providing a direct free flow movement from Route 24 southbound to Route 140 southbound; providing a slip ramp from Route 24 southbound to Route 140 northbound; and making improvements to the geometry and traffic signals at the Route 24 northbound and southbound ramp intersections with Route 140. The reconstruction of the bridges over Route 140 would require raising the profile of Route 24 to meet current standards for bridge clearances, and result in about one mile of roadway reconstruction work.

The proponent has analyzed the preferred alternative in the DEIR, but indicated that the permitting and funding of this project is unlikely to meet their anticipated schedule for opening. As a result, the proponent has identified the proposed interim mitigation plan in anticipation of future reconstruction of the interchange. However, as discussed above, the casino project would significantly increase traffic volumes at the interchange, worsen existing traffic operations, and create unsafe conditions for drivers unfamiliar with the area. The proponent's mitigation plan is significantly deficient in terms of geometric design and traffic operations, and only represents a short term fix that would need to be rectified at a later date. Additionally, the reconstruction of the interchange after the opening of the casino would complicate the constructability of the interchange project, while also negatively impacting travel to and from the casino and thereby impact the success of the casino itself.

All the concerns about the proponent's proposed mitigation to safely accommodate the additional traffic volume are generally addressed by the MassDOT preferred alternative. The proponent should work with MassDOT to identify elements of this alternative that could advance and mitigate the development traffic.

### Aviation

The site chosen for this proposed resort casino is located less than 1 ½ miles southwest of Taunton Municipal Airport (TAN). Due to the proposed site proximity to the airport, the following issues should be addressed:

1. The DEIR failed to reference federal and state approvals needed from the Federal Aviation Administration (FAA) and the Aeronautics Division regarding airspace. The 15 story hotel, 5-story parking garage, casino, water park, and other structures proposed as the preferred alternative may have impacts to protected airspace for Taunton Municipal Airport since the project site appears to be located within protected airport approach and/or transitional airspace areas as defined by state law (Massachusetts General Law, Chapter 90, Section 35B) and Federal regulations (Federal Aviation Regulation Part 77, Objects Affecting Navigable Airspace). Therefore, state and federal notices are required and should address, but not limited to the following:
  - a. Proposed buildings/structures;
  - b. Proposed parking lots/parking structures;
  - c. Proposed parking lot lights;
  - d. Proposed permanent street lights and/or traffic lights;
  - e. Proposed temporary installation of cranes that may be used to construct the structure/structures;
  - f. Proposed use of "green technologies" such as the use of solar arrays, wind energy, and the like; and
  - g. Proposed temporary lights that may be used during nighttime construction.
    - i. Both the state (MassDOT Aeronautics Division) and federal (Federal Aviation Administration) agencies can be notified of the proposed project by filing online as indicated below.
      1. State notice is required by filing for Airspace Review, per 780 Code of Massachusetts Regulations (CMR) 111.7, Hazards to Air Navigation, to determine if any part of the project impacts the protected airport approach areas. Online filing is available via <http://app1.massdot.state.ma.us/airspacereview/>
      2. Federal notice is required by filing an FAA Form 7460-1, Notice of Proposed Construction or Alteration, per Code of Federal Regulations (CFR) Title 14 Part 77.13, Construction or Alteration Requiring Notice, to determine if any part of the project impacts the protected airport approach areas. Online filing is available via <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>
      3. Under provisions of 780 CMR 111.7, Hazards to Air Navigation, the proponent of the project is required to furnish a copy of the FAA Form 7460-1 to the MassDOT Aeronautics Division within three business days after submitting said form to the FAA.

2. The DEIR failed to reference potential lighting/glare hazards associated with building materials used and area outdoor lighting such as lighting for parking lots, buildings and etc.
  - a. The preservation of optimal night vision is important for pilots operating an aircraft at night. Exposure to bright light can result in temporary visual impairment due to glare. Therefore, both temporary lights that may be used during nighttime construction and any permanent lighting of the buildings and for parking must be placed and aimed in such a way as to minimize glare to aircraft pilots. Light shielding must be incorporated into the design of all temporary and permanent lighting such as cranes and lighting used during nighttime construction and permanent lighting used on buildings and in parking lots and/or traffic lights to reduce potential visual impacts.
  - b. Additionally, the use of non-reflective materials on the façade for buildings must be incorporated into the design to minimize potential visual impairment for pilots due to glare.
  - c. Any “green technologies” such as the use of solar arrays that have the potential to produce glare must be evaluated by both the state (MassDOT Aeronautics Division) and federal (Federal Aviation Administration) agencies
3. Construction Activities
  - a. Construction activities should also be closely coordinated with the Airport, if temporary cranes, construction lights, or other heavy equipment will be used, or if dust and/or smoke are generated, so that appropriate notices to airmen (NOTAMS) can be issued. Additionally, if cranes are to be used for construction purposes, the cranes must be appropriately marked and lighted according to U.S. Department of Transportation/Federal Aviation Administration Advisory Circular (AC) 70/7460-1K, Obstruction Marking and Lighting. The temporary cranes shall also be lowered to the ground at night and/or when not in use.

Additionally, the casino is proposed to be located in the industrial park off Middleborough Avenue. The airport is also located off Middleborough Avenue, not far from the proposed site. Traffic is already heavy on this road and traffic lights and modification should be considered. Consideration should also be given to the road conditions, which are in poor shape, especially if traffic is projected to increase between the airport and the casino.

### **Transportation Demand Management**

The DEIR includes a Transportation Demand Management (TDM) program aimed at reducing the number of patrons and employees arriving on site via single-occupant vehicles. The project site is located in relatively close proximity to a variety of transportation options; however, the TDM program fails to make specific commitments to encourage the use of these options. Furthermore, the program does not establish quantifiable goals for mode split and offers no monitoring program to provide assurance to MassDOT that the TDM measures will be appropriate when the facility approaches full build. The proponent has agreed to “explore” measures such as providing shuttle service to nearby MBTA commuter rail stations, pursuing expansion of GATRA and/or BAT services to serve the site, and future shuttle connections to the proposed South Coast Rail, but has not officially committed to providing any of these services. Special attention should be given to how the proponent will promote transit use for employees of this 24-hour facility, considering the limited hours of GATRA/BAT operation.

The TDM program would also offer amenities to those patrons that choose to travel to the site via high-occupancy vehicles. These amenities would include on-site bus and limousine layover facilities and information about travel options on the gaming facility's website. While this is necessary component of a comprehensive TDM plan, MassDOT would again like to see measurable goals for patron mode split, as well as a commitment to link the site to nearby transit options.

Although bicycle storage will be provided on site, the location and number of spaces is not indicated in the EIR. Bicycle storage should be provided at a rate that makes sense for the overall number of employees. MassDOT acknowledges that there are some limited access highways in the vicinity of the site that would preclude the use of bicycles by some employees and patrons, but every effort should be made to facilitate cycling to the site. The TDM program should provide an adequate site plan that clearly identifies existing and proposed connections for pedestrians and bicyclists; analyze their existing and future conditions based on the project's impacts; and commit to making improvements that will increase usage of those modes. The site plan should also provide pedestrian and bicycle connections to existing land uses within close proximity to the project site.

Another method of limiting the single-occupant trips to the site is limiting the parking supply for these vehicles. The proponent has provided a summary of parking supply for each of the three project alternatives. With all three alternatives, the supply will be much higher than the demand and in one alternative the supply would be nearly twice the demand. The parking supply should be reduced to a more reasonable ratio.

The FEIR should describe in more details the proponent's plans to provide seamless access for customers and employees arriving by over-the-road coach, urban transit buses, and shuttle buses. To that end, the proponent should work with the Greater Attleborough-Taunton Transit Authority (GATRA), Transportation Management Associations (TMAs), councils on aging, and other transit providers in the South Coast region to provide new services or extensions of existing services to the facility. The proponent should also evaluate the potential for private shuttle services with connections to key transportation hubs and activity centers that could supplement these public transit and private bus carrier services. The proponent should ensure that public transit serving the site has robust connections to the planned South Coast Rail stations, and that public transit options are made as accessible as possible through the construction of an on-site Intermodal Transportation Center (ITC). The ITC should be visible, fully integrated with the casino facility and other elements of the project, and outfitted with ample accommodation for public transit vehicles and with attractive amenities for passengers. It should be the sole point of reference for all transit services, provide intermodal schedule coordination, and include a comprehensive information system. It should also provide efficient and equitable services, specifically for those who depend on public transportation for mobility. The FEIR site plan should show, and the FEIR narrative should describe, how customers and employees arriving by buses and other transit modes will have accommodations at least equivalent to those for customers and employees arriving by private automobile.

The proponent should provide a more detailed transit analysis with projections and goals for employee mode split and should firmly commit to providing the transit connections that will support those goals. A monitoring plan should accompany this analysis so that MassDOT and the proponent can evaluate the effectiveness of the TDM program five years after the full build and occupancy of the casino facility.

If you have any questions regarding these comments, please contact me at (857) 368-8862.