

IX. LOCAL IMPACT AND SITTING FACTORS

A. ASSESSMENT OF LOCAL SUPPORT/MITIGATION OF LOCAL IMPACT

3. MITIGATION OF IMPACT TO HOST MUNICIPALITY AND NEARBY MUNICIPALITIES

Submit as Exhibit IX. A.3. a description of Applicant's commitments to mitigate impacts of the proposed Gaming Facility (during construction and operation) on each Host Municipality and the nearby municipalities including for traffic mitigation, infrastructure costs, costs of increased emergency services and the other impacts identified in the studies included in Item IX.A.2.b of this RFA. Provide copies of any contracts, agreements or other understandings evidencing such mitigation commitments.

The Applicant has committed to mitigate impacts on the Village of South Blooming Grove and the nearby municipalities of the proposed Gaming Facility beginning with the application and review process and continuing through the construction and operation of the Gaming Facility. Mitigation includes traffic mitigation, infrastructure costs, costs of increased emergency services and other impacts. Applicant's commitment to the mitigation is specified in the Host Community Agreement between the Village of South Blooming Grove and the Applicant which is attached to this Exhibit.

The following is a brief description of the specific mitigation Applicant has agreed to provide:

Application and Planning Process: Applicant has agreed to pay all of the Village's actual costs involved in: (1) negotiating the Host Community Agreement; (2) reviewing and processing as Lead Agency Applicant's SEQRA application; and (3) costs associated with the review, approval and monitoring of Applicant's design and construction plans and construction of the Gaming Facility with the understanding that the Village will retain a third party contractor to supplement its existing resources.

Construction: In addition to mitigating the additional costs of monitoring construction stated above, a construction management plan will be developed to comply with the Village of South Blooming Grove and NYDOT requirements. The plan will seek to minimize construction related traffic and parking impacts in the area. The plan will define permitted hours of construction activity, truck access routes and parking areas for construction workers. Construction workers will be prohibited from parking on public streets in residential areas. Parking in lots owned by nearby businesses will be prohibited, unless a contractual arrangement is made to allow construction worker parking in presently unused spaces. Police details will be used, as necessary and as directed by local and state officials, to control traffic movements along NY State Route 208 during the construction period. A hotline will be established providing the public and other parties direct access to the on-site construction supervisor to cite any construction related concerns or issues.

Traffic Improvements – The following offsite roadway improvements are anticipated to mitigate traffic flow and vehicle trips in the vicinity of the project:

- At the Site’s north driveway – Widen NYS Route 208 to provide a left-turn lane, construct the driveway to provide a left-turn lane and a right-turn lane, and install a traffic signal.
- At the Site’s south driveway – Widen NYS Route 208 to provide a left-turn lane, construct the driveway to provide a left-turn lane and a right-turn lane, and install a traffic signal.
- At the intersection of Museum Village Road with NYS Route 208 - Widen NYS Route 208 to provide a second through lane in both directions and install a traffic signal.
- At the intersection of with NYS Route 208 with the Route 17 westbound ramps - Widen NYS Route 208 to provide opposing northbound and southbound left-turn lanes and modify the existing traffic signal.
- At the intersection of with NYS Route 208 with the Route 17 eastbound ramps - Widen NYS Route 208 as well as the Route 17 eastbound ramp receiving lane to accommodate two southbound left-turn lanes, and modify the existing traffic signal.

The Applicant also will encourage multi-occupant occupancy for patrons through marketing and by implementing programs with employees to encourage ridesharing and van pool through the Human Resources department and access to 511NY Rideshare. 511NY Rideshare is a free service offered by the NYS Department of Transportation that matches people for potential carpools, vanpools and transit options. Using a growing database of thousands of travelers, they can help match people who have similar starting and destination locations and who have similar travel schedules.

Water System – The Applicant will be responsible, at its cost, for constructing necessary water infrastructure, including drilling required new water wells and providing all fire suppression facilities. If Applicant decides to incorporate the onsite system into the Village’s public water system, Applicant will pay all hook-up fees and other costs to be integrated into the Village’s system.

Sewer Service – Applicant will construct all onsite improvements to connect to the Village sewer system and will pay all required connection fees. Applicant will also pay any costs of the Village to secure the sewer capacity available from the County.

Other Utilities – Applicant is solely responsible for the cost of upgrading all utilities serving the Project Site, as may reasonably be deemed necessary to adequately serve the Project. Applicant shall pay all fees and assessments required for such improvements in accordance with such rates and schedules as are of general applicability in the Village.

Public Safety and Emergency Service - Applicant will work with the Village and other related municipalities to develop a detailed security and public safety plan prior to Commencement of Operations of the Gaming Facilities. To the extent such public safety plan requires start up costs including training or new ambulance, fire or police equipment, Applicant will advance such start-up costs associated with the project. Applicant anticipates that the increase in the assessed values of the Village and other municipalities as a result of the Gaming Facility will create sufficient tax revenue to cover any additional operating costs for public safety and emergency services and reduce existing tax assessments.

Attachments Include:

Host Community Agreement between Applicant and Village of South Blooming Grove

Orange County - Casino Impact Emergency Services 2014