



**MASSACHUSETTS GAMING COMMISSION
PUBLIC MEETING #201**

October 13, 2016
10:00 a.m.

Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA



Massachusetts Gaming Commission



NOTICE OF MEETING and AGENDA

October 13, 2016

Pursuant to the Massachusetts Open Meeting Law, G.L. c. 30A, §§ 18-25, notice is hereby given of a meeting of the Massachusetts Gaming Commission. The meeting will take place:

Thursday, October 13, 2016

10:00 a.m.

Massachusetts Gaming Commission

101 Federal Street, 12th Floor

Boston, MA

PUBLIC MEETING - #201

1. Call to order
2. Approval of Minutes
 - a. September 8, 2016 – VOTE
 - b. September 22, 2016 – VOTE
3. Administrative Update – Ed Bedrosian, Executive Director
 - a. General Update
 - b. Compliance Committee Update – Commissioner Zuniga and D. Lennon, Chief Financial and Accounting Officer
 - c. Region C Update
 - d. Wynn Approved Slot Machines and Gaming Positions Discussion – D. Lennon, Chief Financial and Accounting Officer
4. Ombudsman Report – John Ziemba
 - a. 2017 Community Mitigation Fund Guidelines – C. Blue, General Counsel and J. Delaney, Construction Project Oversight Manager
5. Racing Division – Alex Lightbown, Director of Racing/Chief Veterinarian
 - a. Raynham/Suffolk Downs Simulcast Payment Discussion – C. Blue, General Counsel – VOTE
 - b. Suffolk Downs Capital Fund Requests – D. O'Donnell, Senior Financial Analyst – VOTE
 - c. Plainridge Park Request to Schedule Make Up Days – VOTE



Massachusetts Gaming Commission

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

6. Legal Division – Catherine Blue, General Counsel
 - a. 205 CMR 134.00 – Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives and Labor Organizations (Fingerprinting) – Amended Small Business Impact Statement and Final Approval – **VOTE**
 - b. 2017 Racing Legislation – **VOTE**
 - c. Gaming Policy Advisory Committee Legislation – **VOTE**
7. Commissioner’s Updates
 - a. Commissioner Reports
8. Other business – reserved for matters the Chair did not reasonably anticipate at the time of posting.

I certify that on this date, this Notice was posted as “Massachusetts Gaming Commission Meeting” at www.massgaming.com and emailed to: regs@sec.state.ma.us, melissa.andrade@state.ma.us.

Oct. 11, 2016
DATE

Gayle Cameron
Gayle Cameron, Commissioner

Date Posted to Website: October 11, 2016 at 10:00 a.m.



Massachusetts Gaming Commission

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



Meeting Minutes

Date/Time: September 8, 2016 – 10:00 a.m.

Place: Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, Massachusetts

Present: Chairman Stephen P. Crosby
Commissioner Gayle Cameron
Commissioner Lloyd Macdonald
Commissioner Bruce Stebbins
Commissioner Enrique Zuniga

**Time entries are linked to
corresponding section in
Commission meeting video**

Call to Order

See transcript page 2

[10:00 a.m.](#) Chairman Crosby called to order the 199th Commission meeting.

Approval of Minutes

See transcript pages 2-3

[10:00 a.m.](#) *Commissioner Macdonald moved for the approval of the August 10, 2016 Commission meeting minutes subject to any corrections, typographical errors, or other nonmaterial matters. Motion seconded by Commissioner Cameron. Motion passed unanimously.*

Commissioner's Update

See transcript pages 3-39

[10:00 a.m.](#) Chairman Crosby reported that the legislature passed a law for a committee to study daily fantasy sports and online gaming. Chairman Crosby requested that he be nominated to represent the gaming commission on the committee panel. Chairman Crosby stated that it will be a staff collaborative effort. Commissioner Zuniga stated that he is familiar with these types of commissions and that there is a lot of work required; especially follow up work from staff. He stated that he agrees with the designation of Chairman Crosby and welcomes updates.

Commissioner Stebbins noted that the landscape of online gaming keeps changing, he cited an example of mybookie.net, and stated that we need our licensees input on what they intend to do.

Commissioner Cameron raised the issue of betting on live professional sporting events and noted that England is a leader in sports betting.

[10:11 a.m.](#) *Commissioner Zuniga moved that the Commission designate Chairman Crosby to be the representative on the (DFS and online gaming) Commission. Motion seconded by Commissioner Macdonald. Chairman Crosby abstained from the vote. Motion passed 4 to 0 with 1 abstention.*

[10:11 a.m.](#) Chairman Crosby noted that he and Commissioner Macdonald attended a gaming conference at UNLV (University of Nevada Las Vegas). Commissioner Macdonald provided highlights of the conference which included the following themes: innovation (concerns that the industry will be left behind if they can't develop entertainment games that appeal to the post Baby Boom generation); development of eSports - an emerging industry; technology (development of new games and enforcement); regulatory oversight (promotion of honesty and integrity in operations of facilities, consumer trust, and concern for regulations becoming a barrier to entry into the market); anti-money laundering, advantage play, and Indian gaming. He noted that gambling is no longer the center of the Las Vegas strip and revenues are coming more from entertainment. He stated that a new focus is on integrated resorts and a total experience. He also stated he experienced hometown pride with the work of Director Mark Vander Linden and responsible gaming strategies being highlighted at the conference. He stated that the commission's work in this area was cited repeatedly as groundbreaking. He stated that Chairman Crosby gave two presentations that were well received and included lessons of establishing a new gaming regimen in Massachusetts.

Administrative Update

See transcript pages 39-45

[10:48 a.m.](#) Executive Director Edward Bedrosian, Jr., reported on new personnel that included: state police officers Ronald Gibbons, Kevin Nolan, Michael Banks and Thomas Rodger; Teresa Fiore, program manager of research and responsible gaming; and financial investigator Colin Heneghan. He provided an update on Penn National's social gaming and rewards program. He noted that starting in October there will be building security changes. He stated that notice to the public about the changes will be posted on our website.

Racing Division

See transcript pages 45-86

[10:55 a.m.](#) General Counsel Catherine Blue reported on a letter from Suffolk Downs to Raynham requesting payment of simulcast premiums. She also noted a response from Raynham outlining their position on why the funds haven't been paid. She stated that a letter was received from Suffolk Downs requesting that the Commission review this matter. General Counsel Blue requested guidance from the Commission on how they want staff to proceed and provided options.

The Commissioners discussed having the parties prepare briefs on their positions and present at a future commission meeting.

- [11:11 a.m.](#) Dr. Alexandra Lightbown, Director of Racing, reported that October 1st is the deadline for submitting the 2017 racing applications and the Commission will vote on the applications by November 15th.
- [11:13 a.m.](#) Dr. Alexandra Lightbown reported on a request from the Massachusetts Thoroughbred Breeders Association (“MTBA”) to race outside of Massachusetts. She noted that the Commission had previously approved their requests.
- [11:23 a.m.](#) *Commissioner Stebbins moved that the Commission approve the request of the Massachusetts Thoroughbred Breeders Association to run five restricted Mass. bred races in the two year-old Norman Hall stakes at Finger Lakes racecourse this fall and approve the request to run at either Laurel Park or Delaware Park. Motion seconded by Commissioner Cameron. Motion passed unanimously.*
- [11:24 a.m.](#) Douglas O’Donnell, Senior Financial Analyst, reported on Suffolk Down’s request for consideration from the capital improvement trust fund. He noted six projects for track improvements totaling \$92,649.19.
- [11:29 a.m.](#) *Commissioner Cameron moved that the Commission approve Suffolk Downs racecourse request for the work that has been done on alterations, additions, replacements and changes as stated in the memo. Motion seconded by Commissioner Stebbins. Motion passed unanimously.*
- [11:30 a.m.](#) Dr. Alexandra Lightbown presented on a request from Plainridge Park Casino for the approval of two new veterinarians - Dr. Clifford Morcum and Dr. Jesse Sugrue, to substitute for the regular veterinarian.
- [11:31 a.m.](#) *Commissioner Stebbins moved that the Commission reaffirm the approval of the request of Steve O’Toole to approve Drs. Clifford Morcum and Jesse Sugrue as fill-in association veterinarians. Motion seconded by Commissioner Zuniga. Motion passed unanimously.*
- [11:32 a.m.](#) Dr. Alexandra Lightbown presented on a request from Suffolk Downs for approval of an outrider – William Lavergne. Dr. Lightbown requested that the Commission affirm her approval of Mr. Lavergne as a racing official.
- [11:32 a.m.](#) *Commissioner Cameron moved that the Commission affirm the approval of Dr. Lightbown for William Lavergne as an outrider. Motion seconded by Commissioner Macdonald. Motion passed unanimously.*

Investigations and Enforcement Bureau

See transcript pages 87-98

- [11:33 a.m.](#) Director Karen Wells provided a licensing regulation review update and stated that she has received comments from MGM and plans to wait for additional comments. She stated that she will put the proposed regulation amendments before the Commission for formal promulgation at the next meeting.

Chairman Crosby inquired about the internal control regulations. The Commissioners discussed the process for changing regulations.

11:45 a.m. The Commission took a brief recess.

11:52 a.m. The meeting resumed.

Workforce, Supplier, and Diversity

See transcript pages 99-111

[11:52 a.m.](#) Director Jill Griffin provided an update on workforce development. She stated that Wynn Boston Harbor will be conducting seven construction career fairs. She noted that this will be an opportunity for women, minorities, and veterans to learn about the trades and get information about the application process.

She also reported on a hospitality training program, which is free for 50 unemployed Holyoke residents annually, which will begin in October. She stated that the training is a collaborative effort involving the City of Holyoke, Holyoke Community College, and MGM. She also noted that the Commonwealth Corporation has supported this effort.

Chairman Crosby raised the matter about CORI requirements and stated that we will have this discussion in a few weeks.

Commissioner Macdonald noted that he is impressed by the work of Director Griffin and the commitment by our licensees.

Legal Division

See transcript pages 112-114

[12:06 p.m.](#) General Counsel Catherine Blue presented on the amendment to 205 CMR 138.00: Uniform Standards of Accounting Procedures and Internal Controls (ATM). She noted that a public hearing was conducted, public comments were received, and she requested that the Commission approve the amended small business impact statement and steps for final promulgation.

[12:07 p.m.](#) *Commissioner Stebbins moved that the Commission approve the amended small business impact statement and final version of the amendment to 205 CMR 138 as included in the packet, and authorize staff to take all steps necessary to file the regulation with the Secretary of the Commonwealth and complete the regulation promulgation process. Motion seconded by Commissioner Macdonald. Motion passed unanimously.*

Other Business Not Reasonably Anticipated

See transcript page 114

[12:08 p.m.](#) *Having no further business, a motion to adjourn was made by Commissioner Cameron. Motion seconded by Commissioner Zuniga. Motion passed unanimously.*

List of Documents and Other Items Used

1. Massachusetts Gaming Commission, Notice of Meeting and Agenda, dated September 8, 2016
2. Massachusetts Gaming Commission, Draft Meeting Minutes, dated August 10, 2016
3. Letter from the Massachusetts Gaming Commission to Penn National Gaming, Inc., dated August 22, 2016 regarding social gaming developments
4. Letter from Penn National Gaming, Inc. to the Massachusetts Gaming Commission, dated August 10, 2016 regarding social gaming developments
5. M.G.L. c. 128C, §2 - Simulcast wagering by racing meeting licensees; restrictions
6. Letter from Suffolk Downs to the Massasoit Greyhound Association, dated June 30, 2015 regarding demand for payment
7. Letter from Michael Morizio to Sterling Suffolk Racecourse, dated July 7, 2015 regarding simulcast premiums, with attachments
8. Letter from Bruce Barnett (DLA Piper) to the Massachusetts Gaming Commission, dated May 16, 2016 regarding petition for suspension or revocation of Raynham Taunton Greyhound licensees' simulcasting authority
9. Massachusetts Gaming Commission, Memorandum dated September 6, 2016 regarding Massachusetts Thoroughbred Breeders Association request to race at Finger Lakes, Laurel and Delaware, with attachment
10. Massachusetts Gaming Commission, Memorandum dated September 8, 2016 regarding request for consideration, Suffolk Downs Capital Improvement Trust Fund, with attachments
11. Massachusetts Gaming Commission, Memorandum dated September 6, 2016 regarding additional Plainridge Park Casino racing officials (veterinarians), with attachment
12. Massachusetts Gaming Commission, Memorandum dated September 6, 2016 regarding additional Suffolk Downs racing official (outrider), with attachment
13. Holyoke Community College Hospitality and Culinary Arts, job training flyer and articles
14. Wynn Boston Harbor Building Trades Career Fairs flyer
15. 205 CMR 138.00: Uniform Standards of Accounting Procedures and Internal Controls - Draft amendments (ATM), Amended Small Business Impact Statement, and public comments

/s/ Catherine Blue
Catherine Blue, Assistant Secretary





Meeting Minutes

Date/Time: September 22, 2016 – 10:00 a.m.

Place: Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, Massachusetts

Present: Chairman Stephen P. Crosby
Commissioner Gayle Cameron
Commissioner Lloyd Macdonald
Commissioner Bruce Stebbins
Commissioner Enrique Zuniga

**Time entries are linked to
corresponding section in
Commission meeting video**

Call to Order

See transcript page 2

[10:00 a.m.](#) Chairman Crosby called to order the 200th Commission meeting.

Approval of Minutes

See transcript pages 2-3

[10:01 a.m.](#) *Commissioner Macdonald moved for the approval of the August 18, 2016 Commission meeting minutes subject to any corrections, typographical errors, or other nonmaterial matters. Motion seconded by Commissioner Cameron. Motion passed unanimously.*

Commissioner's Update

See transcript pages 3-16

[10:01 a.m.](#) Chairman Crosby reflected on the first Commission meeting that set a standard for a participatory, transparent, and fair process. A video was shown, MGC by the Numbers, highlighting various Commission achievements to date. A second video was shown highlighting the number of hours of Commission meetings. Chairman Crosby expressed appreciation to the staff for their work. Commissioner Zuniga noted the work done by our licensees.

- [10:10 a.m.](#) Chairman Crosby noted that he and staff members met with Senator Rodrigues and his staff to discuss online gaming in other jurisdictions.
- [10:12 a.m.](#) Commissioner Stebbins reported that he and Chairman Crosby had a meeting with the new president of Springfield Technical Community College. Commissioner Stebbins also reported on a meeting in Washington with Director Jill Griffin, the Governor's Skills Cabinet, and MGM to discuss the hiring process at MGM National Harbor.
- [10:16 a.m.](#) Commissioner Zuniga reported on a legislative briefing that he attended and was organized by the Massachusetts Council on Compulsive Gambling. He stated that the research team presented on the work we commissioned.

Investigations and Enforcement Bureau ("IEB")

See transcript pages 17-40

- [10:20 a.m.](#) Loretta Lillios, Chief Enforcement Counsel and Deputy Director, presented on the applications of three companies, under Everi, for licensure as a gaming vendor primary. She provided a background summary on the following companies: Everi Payments, Inc., Everi Games, Inc., and Central Credit LLC. She provided a summary of the investigation which included financial review, site visits and interviews. She also reported that background reviews were conducted on eleven individual qualifiers. She stated that the IEB recommends that the Commission approve all three applications for licensure as gaming vendors primary.
- [10:37 a.m.](#) *Commissioner Cameron moved that the Commission approve the suitability of Everi Games, Inc., Everi Payments, Inc., Central Credit, LLC, and 11 individuals as well for this company, and approval of all the entities and individuals. Motion seconded by Commissioner Macdonald. Motion passed unanimously.*
- 10:45 a.m. The Commission took a brief recess.
- 10:51 a.m. The meeting resumed.

Ombudsman Report

See transcript pages 41-84

- [10:51 a.m.](#) Ombudsman John Ziemba stated that MGM Springfield will provide a second quarter update. He also provided an update on the City of Springfield's downtown parking matter. He reported that they will move forward with a valet program and RFP process.
- [10:54 a.m.](#) Mike Mathis, President and Chief Operating Officer for MGM Springfield, thanked Ombudsman Ziemba for his work on the Springfield parking matter. He also congratulated the Commission on their milestone meeting and acknowledged the work done by Mike Sangalang on the video. He also stated that other jurisdictions should look to the Commission for best practices in starting a new regulatory body. He noted that the City of Springfield made a national list of overlooked cities where business opportunities are rising, and they are proud to be a part of this opportunity.
- [10:58 a.m.](#) Brian Packer, Vice President of Development and Construction for MGM Springfield, provided a second quarter construction update which included the

following: overall site progress on garage, foundation, earth work, site cleanup, podium, new foundation for the church, removal of the rear portion of the armory and 73 State Street, demolition and salvage of architectural features of the YWCA building, stabilization of the Union Chandler façade, interior demolition of 95 State Street, site utility work, and design and schedule update.

[11:14 a.m.](#) Seth Stratton, Vice President and General Counsel for MGM Springfield, reported on the second quarter spend and went over line items of costs.

[11:18 a.m.](#) Brian Packer provided a diversity update which included highlights in design and construction commitments and workforce statistics. He noted that they have commitments with 74 diverse companies.

[11:33 a.m.](#) Mike Mathis noted that the project is 24 months out from projected opening, workforce development is a priority, and they feel good about the schedule.

11:37 a.m. The Commission took a brief recess.

11:42 a.m. The meeting resumed.

Research and Responsible Gaming

See transcript pages 85-137

[11:42 a.m.](#) Director Mark Vander Linden and Dr. Rachel Volberg noted team members from the UMass Donahue Institute who worked on the Plainridge Park Casino construction report which included spending, employment, and economic impacts.

[11:45 a.m.](#) Research Manager Rod Motamedi, from the UMass Donahue Institute, presented on the Plainridge Park Casino construction report, which included the following: main structures, remodeling, preconstruction, construction, data collection and preparation, econometric modeling to measure regional and state impacts of construction, preconstruction spending, spending by category, total business revenue, total value added, workers and wages, total employment impacts, employment impacts by region, and total personal income.

[12:29 p.m.](#) Theresa Fiore, Program Manager, presented on the projected versus actual economic impacts of the construction of Plainridge Park Casino which included: state hires, jobs, and construction spending.

12:35 p.m. The Commission took a lunch break.

1:17 p.m. The meeting resumed.

Administrative Update

See transcript pages 138-162

[1:17 p.m.](#) CFAO Derek Lennon presented on the FY16 closeout and the first quarter FY17 budget which included indirect costs, exploration of federal grants around workforce development, revenues, final spending, overtime, gaming control fund budget, and division budget adjustments.

[1:35 p.m.](#) Agnes Beaulieu, Finance and Budget Officer Manager, presented on the supplier diversity benchmarks which included FY16 diversity spend and FY17 projections.

She noted that for FY16, they reached and surpassed the benchmarks for women-owned businesses and small businesses, the minority-owned business benchmark was almost met, and like many other state agencies, they continue to struggle with veteran-owned businesses.

[1:40 p.m.](#) Director Karen Wells provided an update on the building security changes and noted that the turnstiles in the lobby will be activated on October 1st. She stated that this will impact the commission meeting on October 13th, and there will be signage in the lobby for the public attending the meeting.

Racing Division

See transcript pages 162-173

[1:41 p.m.](#) Douglas O'Donnell, Senior Financial Analyst, presented on a request for consideration from Suffolk Downs Capital Improvement Trust Fund.

[1:42 p.m.](#) *Commissioner Stebbins moved that the Commission approve the request from Suffolk Downs for the Suffolk Downs Capital Improvement Trust Fund for the total \$107,468.98. Motion seconded by Commissioner Cameron. Motion passed unanimously.*

[1:46 p.m.](#) Douglas O'Donnell presented on the quarterly aid distribution to cities and towns in which racing is conducted, for a total of \$165,777.32

[1:47 p.m.](#) *Commissioner Cameron moved that the Commission authorize the Racing Division to make the appropriate payments to cities and towns as outlined in the memo dated September 22nd. Motion seconded by Commissioner Stebbins. Motion passed unanimously.*

[1:48 p.m.](#) General Counsel Catherine Blue provided an update on the Raynham and Suffolk Down's payment matter. She stated that we asked both parties to provide briefs on the issues and come to a meeting in October to address the Commission.

[1:49 p.m.](#) Dr. Alexandra Lightbown, Director of Racing, presented on a request from Plainridge Park Casino to approve Steve O'Toole as a fill-in judge and backup starter.

[1:49 p.m.](#) *Commissioner Stebbins moved that the Commission approve the request of Steve O'Toole to be approved as a fill-in judge as needed and a backup starter if also needed. Motion seconded by Commissioner Cameron. Motion passed unanimously.*

Investigations and Enforcement Bureau

See transcript pages 173-289

[1:50 p.m.](#) Director Karen Wells provided an update on the amendments to the licensing regulation - 205 CMR 134.00, and reported the following: the regulation was put out for informal public comment, we have received comments, and she highlighted comments received from MGM. She also asked the Commission if they want to go with a de minimus exemption and if so, at what threshold amount. The Commissioners discussed the de minimus exemption, suggested amounts, and risk

assessment; along with comments received from representatives of MGM at the meeting.

[2:30 p.m.](#) *Commissioner Zuniga moved that the Commission include a de minimus exemption for non-gaming vendors in the regulations before us, 205 CMR 134. Motion seconded by Commissioner Cameron. Commissioner Stebbins voted no. The motion passed 4 to 1.*

[2:36 p.m.](#) *Commissioner Zuniga further moved that as part of the exemption, the Commission set a threshold, an initial threshold of \$10,000 relative to that exemption. Motion seconded by Commissioner Macdonald. Commissioners Cameron and Stebbins voted no. Chairman Crosby and Commissioners Macdonald and Zuniga voted yes. The motion passed 3 to 2.*

[2:37 p.m.](#) Director Wells requested an administrative change for clarification and reported on comments received from MGM. Director Wells requested approval for formal promulgation.

Commissioner Macdonald moved that the Commission approve the amendments to 205 CMR 134:00: Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives, and Labor Organizations, amendments that's included in the packet and as amended by the prior motions that were approved by us and authorize the staff to take steps necessary to proceed with a regulation promulgation process. Motion seconded by Commissioner Zuniga. Motion passed unanimously.

[2:44 p.m.](#) Director Wells reported on the MGM qualifier suitability determination for two subsidiaries - MGM Resorts Regional Operations and MGM Springfield redevelopment, LLC. She stated that the IEB recommends suitability for both entities.

[2:48 p.m.](#) *Commissioner Cameron moved that the Commission find both MGM Springfield redevelopment, LLC and MGM Resort Regional Operations, LLC suitable. Motion seconded by Commissioner Stebbins. Motion passed unanimously.*

2:50 p.m. The Commission took brief recess.

2:54 p.m. The meeting resumed.

[2:54 p.m.](#) Chairman Crosby stated that there should be a review of the standards of the licensing regulations so that we can be more efficient. He stated that one matter that is troubling is a perceived inconsistency in our statute about whether or not our statute calls for the obligatory disqualification of gaming service employees with a criminal conviction within ten years of the application. He stated that he asked Commissioner Macdonald to look into this matter.

[2:57 p.m.](#) Commissioner Macdonald presented on his analysis of the statute and regulation pertaining to gaming service employees. He prepared a memorandum that was distributed to the Commissioners. He reported highlights of his analysis and conclusion.

- [3:21 p.m.](#) Commissioner Cameron noted that she agrees with his conclusion and we don't have any evidence of a problem at this time. She stated that she likes the idea of an MGM working group to monitor this issue. She believes they made the right call in 2014 and if this becomes an issue, it would be a legislative fix.
- [3:23 p.m.](#) Commissioner Stebbins stated that he appreciates Commissioner Macdonald's work and the idea of an MGM working group. He stated that the CORI term generates a perception on what people feel they may or may not be eligible for. He stated that a message needs to get out on what is disqualifying.
- [3:27 p.m.](#) Chairman Crosby stated that we will let this one go for now, and he thinks we should pursue the MGM working group idea.
- [3:29 p.m.](#) Director Karen Wells reported on the value and challenges of reciprocal agreements and relationships with other regulatory bodies. The Commissioners provided comment on this matter.
- [3:52 p.m.](#) Chairman Crosby raised matters for the Commission to think about which included an evolving best practice to have little or no investigation or registration of non-gaming vendors and a regular regulation review process. Commissioner Zuniga suggested a process for regulation review.

Legal Division

See transcript pages 290-291

- [3:57 p.m.](#) General Counsel Catherine Blue presented on the amended small business impact statement for 205 CMR 6.00 (Pentafecta Pool) and requested approval for final promulgation.
- [3:58 p.m.](#) *Commissioner Stebbins moved that the Commission approve the amended small business impact statement for 205 CMR 6.00, pari-mutuel rules for thoroughbred, harness racing, and greyhound racing, and the Pentafecta Pool is included in the packet, and authorize staff to take all steps necessary to file the regulation with the Secretary of the Commonwealth and complete the process. Motion seconded by Commissioner Macdonald. Motion passed unanimously.*

Other Business Not Reasonably Anticipated

See transcript page 291

- [3:59 p.m.](#) *Having no further business, a motion to adjourn was made by Commissioner Zuniga. Motion seconded by Commissioner Macdonald. Motion passed unanimously.*

1. Massachusetts Gaming Commission, Notice of Meeting and Agenda, dated September 22, 2016
2. Massachusetts Gaming Commission, Draft Meeting Minutes, dated August 18, 2016
3. Letter to MGC Commissioners from Director Karen Wells and Chief Enforcement Counsel/Deputy Director Loretta Lillios, dated September 15, 2016 regarding Everi suitability investigation for licensure as gaming vendors-primary
4. MGM Springfield Quarterly Report, Powerpoint presentation dated September 22, 2016, with attachments
5. The Construction of Plainridge Park Casino, Spending, Employment, and Economic Impacts, Rod Motamedi and Thomas Peake, dated September 19, 2016, (University of Massachusetts, Donahue Institute, Economic and Public Policy Research Group)
6. Massachusetts Gaming Commission, Memorandum dated September 22, 2016, regarding Fiscal year 2016 (FY16) closeout and Fiscal Year 2017 (FY17) Fiscal Budget Update, with attachments
7. Massachusetts Gaming Commission, Memorandum (Racing) dated September 22, 2016, regarding request for consideration, Suffolk Downs Capital Improvement Trust Fund, with attachments
8. Massachusetts Gaming Commission, Memorandum (Racing) dated September 22, 2016 regarding local aid distributions, with attachments
9. Massachusetts Gaming Commission, Memorandum (Racing) dated September 19, 2016, regarding additional Plainridge racing official (Steve O'Toole as association judge and starter), with attachment
10. Draft 205 CMR 134.00: Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives, and Labor Organizations
11. Projected versus actual economic impacts of the construction of Plainridge Park casino, Mark Vander Linden and Theresa Fiore.
12. Letter from Director Karen Wells to the Massachusetts Gaming Commission Commissioners, dated September 22, 2016, regarding suitability investigation of MGM Springfield Redevelopment, LLC and MGM resorts regional Operations, LLC
13. Amended Small Business Impact Statement for 205 CMR 6.00: Pari-Mutuel Rules for Thoroughbred Racing, Harness Racing, and Greyhound Racing (Pentafecta Pools)
14. Memorandum of Commissioner Macdonald, dated September 21, 2016, regarding Licensing and Registration Mandatory Disqualifications

/s/ Catherine Blue
Catherine Blue, Assistant Secretary

No Documents

No Documents

No Documents

MASSACHUSETTS GAMING COMMISSION

MEMORANDUM

To: Chairman Crosby and Commissioners Cameron, Macdonald, Stebbins and Zuniga
From: Derek Lennon, CFAO
Date: 10/13/2016
Re: Wynn Approved Slot Machines and Gaming Positions

Summary:

The Massachusetts Gaming Commission (MGC) approved an FY17 Gaming Control Budget that required a \$22.39M assessment and \$4.52M in slot machine fees on licensees. Licensees' annual fees for slot machines are based on a \$600 per approved machine cost. Licensees' annual share of the assessment is based on their approved gaming positions in proportion to the total number of gaming positions. For the slot parlor, the approved number of slot machines and gaming positions is evidenced through an operations certificate. Region A and B casinos approved gaming positions and slot machines were determined when their licenses were approved. The Region A licensee, Wynn Resorts, submitted payment for its slots fee which was \$229K less than it was billed. The rationale for changing the amount was based on the design of the floor changing from the initial application to the current stage of design. Changes in slot machines and gaming positions require Commission approval.

Background:

The Massachusetts Gaming Commission's regulatory control budget is derived from a combination of reimbursements for investigative costs, per slot machine annual fees, licensing division fees and an assessment on each licensee for its proportional share of the difference between the Commission's anticipated expenditures and the aforementioned revenues. Chapter 23K §56 (a)-(c) provide the statutory authority for the MGC to fund its annual costs. This chapter was further defined through 205 CMR 121.00. The MGC approved an annual budget that required an assessment of \$22.39M and slot machine fees of \$4.52M and approximately \$200K in licensing fees.

In the public meeting on March 19, 2015 I recommended to the Commission that gaming positions should remain constant until an operations certificate is approved. Below is the section from that memo:

“For purposes of defining approved gaming positions, this report uses the positions estimated by HLT during the license deliberations and ultimately approved by the Commission by decision to award a license. For assessment purposes the finance office is recommending that the figures remain constant until the Commission approves the gaming positions contained in an operations certificate.”

On June 23, 2016 the Massachusetts Gaming Commission approved a budget that required the Region A licensee, Wynn Resorts, to pay \$1.945M in annual slots fees, and \$10.3M (46.06%) of the annual assessment. Wynn Resorts, paid \$1.716M which was \$229.2K less in slot fees than were approved in the FY17 budget. Wynn paid less because its most recent design changed the initial floor composition from 3,242 slot machines to 2,868 and from 168 table games to 237. This resulted in Wynn increasing its total number of gaming positions from 4,250 to 4,282. The combined impact of the slot fee decrease and increase in proportional share of the assessment would result in Wynn Resorts paying \$81.5K less than initially projected. The \$81.5K would be assessed proportionally between MGM and Penn National. The majority of MGC’s funding comes from slot fees and assessments. A change in slots fees would require the assessment to be increased. The tables below show the impact the proposed changes would have on licensees if the revised plan by Wynn Resorts were to be approved.

FY17 Assessment Scenarios									
						FY17 Assessment	22,390,494.52		
Licensee	Slots	Table Games	Table Gaming Positions*	Total Gaming Positions*	Percentage of Gaming Positions	FY17 Initial Assessment	Credit	Revised Amount	
MGM	3,000	100	600	3,600	38.99%	\$8,730,183.07	\$380,187.94	\$8,349,995.13	
Wynn	3,242	168	1,008	4,250	46.03%	\$10,306,466.12	\$448,819.26	\$9,857,646.86	
Penn	1,250	-	-	1,383	14.98%	\$3,353,845.33	\$158,395.18	\$3,195,450.15	
	7,492	268	1,608	9,233	100.00%	\$22,390,494.52	\$987,402.38	\$21,403,092.14	
*Table gaming positions, slots and table gaming positions are derived by using the HLT figures from Finance Plan section of the Presentation under 2.3 of the table titled Proposed Facility Suitability. For estimating gaming positions from table games, a multiplier of 6 for each table game is used. For PPC, it is the amount approved as of June 6, 2016.									
			Licensee	Slot Fee	Paid	Variance			
			MGM	1,800,000	1,800,000.00	-			
			Wynn	1,945,200	1,716,000.00	229,200.00			
			Penn	775,000	775,000.00	-			
				4,520,200	4,291,000.00	229,200.00			
						FY17 Revised Assessment for Wynn Changes	\$22,619,694.52		
Licensee	Slots	Table Games	Table Gaming Positions*	Total Gaming Positions*	Percentage of Gaming Positions	FY17 Revised Assessment	Credit	Revised Amount	Change
MGM	3,000	100	600	3,600	38.86%	\$8,789,087.99	\$380,187.94	\$8,408,900.06	\$58,904.93
Wynn	2,860	237	1,422	4,282	46.22%	\$10,454,131.89	\$448,819.26	\$10,005,312.62	\$147,665.76
Penn	1,250	-	-	1,383	14.93%	\$3,376,474.64	\$158,395.18	\$3,218,079.46	\$22,629.31
	7,110	337	2,022	9,265	100.00%	\$22,619,694.52	\$987,402.38	\$21,632,292.14	\$229,200.00

Conclusion:

205 CMR 121.00 requires that the MGC annually bill licensees for approved slot machines and an assessment to fund the Gaming Control Fund. Past practice and recommendations have based the approved numbers on either an operations certificate, or the initial license. The Finance Office is recommending that Wynn Resorts formally request a change to its approved slot machines and approved gaming positions if it would like to change the

amount for which it will be responsible to pay of the FY17 costs of providing regulatory oversight to expanded gaming.



Policy Questions for Discussion by the Local Community Mitigation Advisory Committees and the Subcommittee on Community Mitigation Relative to The 2017 Community Mitigation Fund (“CMF”) Guidelines

1. Should the Commission place an overall limit on grants for the 2017 CMF?

Background: In the 2016 Guidelines, the Commission noted that it “anticipates expending ... no more than one third of the fund annually for calendar year 2016, 2017, and 2018.” Given that MGM Springfield is expected to open late in 2018 and that Wynn Boston Harbor is expected to open in mid-2019, the CMF will not see new revenues for a significant period of time.

2. Should the Commission place a per grant limit for 2017 CMF awards?

Background: As noted, given that MGM Springfield is expected to open late in 2018 and that Wynn Boston Harbor is expected to open in mid-2019, the CMF will not see new revenues for a significant period of time.

3. If an overall limit is included, how should the Commission and staff evaluate competitive grants?

Background: It may prove difficult to make determinations between applications that may not be easily compared, given the wide range of potential mitigation requests.

4. Should the Commission revisit its determination to authorize planning grants, which require an in-kind match?

Background: In recognition that transportation projects may take many years to plan, the Commission authorized transportation planning grants in its 2016 CMF Guidelines and funded several projects. In addition, pursuant to its 2015 and 2016 CMF Guidelines, communities may utilize up to \$50,000 of their CMF reserves for planning purposes.

5. How and when should the CMF guidelines reflect the work of the Lower Mystic Regional Working Group?

Background: As a result of the Wynn MEPA review, the Massachusetts Department of Transportation established a working group to study the regional transportation needs of the Sullivan Square area and I-93 area near Sullivan Square. The recommendations of



Massachusetts Gaming Commission

this group are purely advisory to all parties and are not expected until the middle of 2017, after the February 1 deadline.

6. Should the Commission revisit its guideline regarding grants involving private parties?

Background: The 2016 Community Mitigation Fund (“CMF”) Guidelines specified that “[p]rivate non-governmental parties may not directly apply for Community Mitigation Funds. However, governmental entities may apply to the Commission for funds to mitigate impacts to private parties provided that such funding is for a ‘public purpose’ and not for the direct benefit or maintenance of the private party.” The 2016 CMF Guidelines also specified that the Commission did not anticipate awarding any grants involving private non-governmental parties unless the applicant governmental entity, licensee, or both provided significant funds. Questions about this guideline involve the difficulty of ensuring that funding requests are for a public purpose and that any awards would be consistent with the Commonwealth’s Constitution. Further, the funding matching requirement also is potentially difficult.

7. How should the 2017 CMF Guidelines treat multi-year grant requests?

Background: Some 2016 awards anticipate future grant requests. Some grants may not be able to be completed in a given fiscal year.

8. Should the Commission fund requests related to utility outages, such as the mitigation of business interruptions?

Background: The 2016 CMF Guidelines stated that funds could not be used for the mitigation of “impacts that are the responsibility (e.g. contractual, statutory, regulatory) of parties involved in the construction of gaming facilities...” It is sometimes difficult to determine the party that is responsible for construction impacts. Further, if a utility is determined to be responsible, it is sometimes difficult or impossible to require a utility to mitigate an impact.

9. How should the status of Region C and current litigation involving the potential tribal casino impact the 2017 CMF Guidelines?

Background: It is unlikely that communities in Region C will experience significant construction or operational impacts by February 1, 2017, the statutory CMF deadline. Communities have expressed the need for technical assistance funding to help evaluate potential impacts.

10. Should the Commission require a dollar match for its CMF grants?

Background: In recognition of local funding constraints and relative differences between host and surrounding community agreements, the 2016 CMF Guidelines only required an in-kind match for all communities.

11. Should communities be reimbursed for the cost of administering CMF grants?

Background: Payment of such costs was not allowed under the 2016 CMF Guidelines, which instead required an in-kind match by communities.

12. Should the 2017 CMF be used to support and help leverage resources to address the financial constraints on access to programs that support residents of the Springfield or Everett areas trying to obtain their high school or work readiness credentials to be eligible for employment?



MASSACHUSETTS GAMING COMMISSION

2016 COMMUNITY MITIGATION FUND GUIDELINES

What is the Community Mitigation Fund?

The Expanded Gaming Act, MGL c. 23K, created the Community Mitigation Fund to help entities offset costs related to the construction and operation of a gaming establishment.

When Is the Application Deadline?

February 1, 2016. MGL c. 23K, § 61 states that “parties requesting appropriations from the fund shall submit a written request for funding to the Commission by February 1.”

Who Can Apply?

MGL c. 23K, § 61 states the Commission shall expend monies in the fund to assist the host and surrounding communities ... “including, but not limited to, communities and water and sewer districts in the vicinity of a gaming establishment, local and regional education, transportation, infrastructure, housing, environmental issues and public safety, including the office of the county district attorney, police, fire, and emergency services.” The Commission may also distribute funds to a governmental entity or district other than a single municipality in order to implement a mitigation measure that affects more than one community.

Private non-governmental parties may not directly apply for Community Mitigation Funds. However, governmental entities may apply to the Commission for funds to mitigate impacts to private parties provided that such funding is for a “public purpose” and not the direct benefit or maintenance of the private party; the governmental entity provides a program that ensures that funding will be made only to remedy impacts; and provided that the governmental entity will be responsible for overseeing such funding and complying with all applicable state and municipal laws including but not limited to Art. 46, §2, as amended by Article 103 of the Amendments to the Massachusetts Constitution.



Massachusetts Gaming Commission

The Community Mitigation Fund may be used to offset costs related to both Category 1 full casino facilities (MGM Springfield and Wynn Everett) and the state's Category 2 slots-only facility (Plainridge Park).

Does a Community Need to Be a Designated Host or Surrounding Community to Apply?

No. The Commission's regulations and MGL c. 23K, § 61 do not limit use of Community Mitigation Funds to only host or surrounding communities. The Commission's regulation, 205 CMR 125.01(4), states that "[a]ny finding by the commission that a community is not a surrounding community for purposes of the RFA-2 application shall not preclude the community from applying to and receiving funds from the Community Mitigation Fund established by MGL c. 23K, § 61...."

2016 One-Time Reserve

As in 2015, the Commission will make available certain funds for Region A, Region B, and Category 2 communities that may not be able to demonstrate significant impacts by February 1, 2016 and had not previously submitted a request for a Reserve fund in 2015, or communities which failed to file their 2015 application on time. For 2016, Host Communities are eligible to submit a request for a \$100,000 reserve in addition to the following communities which were each either a designated surrounding community, a community which entered into a nearby community agreement with a licensee, a community that is geographically adjacent to the host community of a gaming licensee, and a community that petitioned to be a surrounding community to a gaming licensee:

- Attleboro
- Hampden
- Melrose
- North Attleboro
- Revere

A second reserve is not available for any community that sought and was awarded a reserve in 2015.

This reserve can be used to cover impacts that may arise in 2016 or thereafter. It may also be used for planning, either to determine how to achieve further benefits from a facility or to avoid or minimize any adverse impacts.

Communities that choose to utilize the reserve in 2016 and had not previously done so, should simply check the “Check Box If Requesting the Creation of a Mitigation Reserve Fund for a Community” box on the application. No other description is required by the February 1, 2016 deadline. Commission staff will follow-up with each community to get the community's description of planned uses. Funds will be distributed as the needs are identified. Communities that utilize the reserve are not prohibited from applying for funding for any specific mitigation request.

Although no specific description as to use needs to be included in an application for the 2016 reserve, communities must apply by February 1, 2016 to get the reserve.

Status of One-Time 2015 Reserves

In 2015, a Reserve Fund was established for communities that may not have been able to demonstrate significant impacts by the submittal deadline date. The Commission reserved \$100,000 for the following communities which were either a designated surrounding community, a community which entered into a nearby community agreement with a licensee, or a community that petitioned to be a surrounding community to a gaming licensee:

CATEGORY 1 – CASINO/RESORT

Region A

Boston
Cambridge
Chelsea
Lynn
Malden
Medford
Saugus
Somerville

Region B

Agawam
Chicopee
East Longmeadow
Holyoke
Longmeadow
Ludlow
Northampton
West Springfield (used \$98,500 out of \$100,000)
Wilbraham

CATEGORY 2 – SLOTS

Foxborough

Mansfield

Wrentham

In many cases, communities may not be in a position to access their 2015 reserves by the February 1, 2016. The Commission has extended such reserves for the 2016 Community Mitigation Fund Program. Communities may continue to access whatever portion of the original \$100,000 that remains unexpended. The above communities **do not** need to submit any new application to keep its reserve. The reserve has automatically been preserved by action of the Commission.

The criteria for the use of the reserve remains the same. This reserve can be used to cover impacts that may arise in 2016 or thereafter. It may also be used for planning, either to determine how to achieve further benefits from a facility or to avoid or minimize any adverse impacts.

Funds will be distributed as the needs are identified. Communities that utilize the reserve are not prohibited from applying for funding for any specific mitigation request.

What are the Reserve Amounts?

Can communities apply both for the reserve and for a specific impact?

Yes. However, if a specific impact application is successful, a portion of the reserve will be used as an offset against the amount requested for the specific impact. The reserve amount will be reduced by fifty thousand dollars (\$50,000.00) assuming the specific impact request is at least that amount.

Can a community apply for mitigation of a specific impact even though it has not fully utilized its 2015 Reserve?

Yes. However, if a specific impact application is successful, a portion of the reserve will be used as an offset against the amount requested for the specific impact. The reserve amount will be reduced by fifty thousand dollars (\$50,000.00) assuming the specific impact request is at least that amount

What Specific Impacts Can Be Funded?

The 2016 Community Mitigation Fund for mitigation of specific impacts may be used only to mitigate impacts that either have occurred or are occurring as of the February 1, 2016 application date. Although the definition in the Commission's regulations (for the purpose of determining which communities are surrounding communities) references projected impacts, the 2016 program is limited to only those impacts that are being experienced by the time of the February 1, 2016 application date.

The Commission has determined that the funding of unanticipated impacts will be a priority under the Annual Mitigation Fund. Thus the Commission will review funding requests in the context of any host or surrounding community agreement to help determine funding eligibility.¹ The Community Mitigation Fund is not intended to fund the mitigation of specific impacts already being funded in a host or surrounding Community Agreement. Please note that impacts determined through any look back review likely are unanticipated impacts.

Allowable impacts for funding are as follows:

Category 1 Gaming Facility: In recognition that no Category 1 gaming facility will be operational by February 1, 2016, the Commission has determined that the 2016 Community Mitigation Fund is available only to mitigate impacts related to the construction of Category 1 gaming facilities. This limitation does not apply to planning activities funded under the 2015/2016 one-time reserve fund or 2016 Transportation Planning Grants.

The Commission's regulation 205 CMR 125.07 defines construction period impacts as:

"The community will be significantly and adversely affected by the development of the gaming establishment prior to its opening taking into account such factors as noise and environmental impacts generated during its construction; increased construction vehicle trips on roadways within the community and intersecting the community; and projected increased traffic during the period of construction."

¹ The Commission is aware of the difference in bargaining power between host and surrounding communities in negotiating agreements and will take this into account when evaluating funding applications.

Category 2 Gaming Facility: In recognition that the Category 2 gaming facility in Plainville opened during calendar year 2015, the Commission will make available funding to mitigate construction and operational related impacts that are being experienced or were experienced from that facility by the February 1, 2016 date. The Commission will make available up to \$500,000 in total for applications for the mitigation of operational or construction impacts relating to the Plainridge facility.

The Commission's regulation 205 CMR 125.01 2(b)4 defines operational impacts as:

“The community will be significantly and adversely affected by the operation of the gaming establishment after its opening taking into account such factors as potential public safety impacts on the community; increased demand on community and regional water and sewer systems; impacts on the community from storm water run-off, associated pollutants, and changes in drainage patterns; stresses on the community's housing stock including any projected negative impacts on the appraised value of housing stock due to a gaming establishment; any negative impact on local, retail, entertainment, and service establishments in the community; increased social service needs including, but not limited to, those related to problem gambling; and demonstrated impact on public education in the community.”

The Commission's regulation 205 CMR 125.07 defines construction period impacts as:

“The community will be significantly and adversely affected by the development of the gaming establishment prior to its opening taking into account such factors as noise and environmental impacts generated during its construction; increased construction vehicle trips on roadways within the community and intersecting the community; and projected increased traffic during the period of construction.”

Although these definitions include the types of construction or operational impacts that may be funded, it is not limited to those. The determination will be made by the Commission after its review.

What Cannot Be Funded?

2016 Community Mitigation Fund may not be used for the mitigation of:

Category 1 Gaming Facilities:

- any operational related impacts;
- impacts that are projected or predicted but that are not occurring or have not occurred by February 1, 2016;
- impacts that are the responsibility (e.g. contractual, statutory, regulatory) of parties involved in the construction of gaming facilities (such as damage caused to adjoining buildings by construction equipment, spills of construction-related materials outside of work zones, personal injury claims caused by construction equipment or vehicles); and
- Other impacts determined by the Commission.

Category 2 Gaming Facilities:

- impacts that are projected or predicted but that are not occurring or have not occurred by February 1, 2016;
- impacts that are the responsibility (e.g. contractual, statutory, regulatory) of parties involved in the construction of gaming facilities (such as damage caused to adjoining buildings by construction equipment, spills of construction-related materials outside of work zones, personal injury claims caused by construction equipment or vehicles);
- Please note that the Commission may determine to expand the eligible uses of funds for the 2017 program or other future programs when impacts are more clearly identifiable. The Commission will also consult with mitigation advisory committees established in MGL c. 23K in determining such uses.

Guidance on Funding for Non-Governmental Entities

As noted, communities and other parties may apply for funds to mitigate the impact to non-governmental entities. However, the Commission strongly encourages applicants to ensure the impacts are directly related to the gaming facility. For example, an

applicant could limit a request for assistance for impacts to businesses within 1000 feet of a gaming facility. Further, applicants should demonstrate that the governmental entity, the licensee, or both will also financially contribute to any program of assistance. The Commission does not anticipate funding any applications for assistance to non-governmental entities unless the applicant governmental entity or the licensee or both provide significant funding to match or partially match the assistance required from the 2016 Community Mitigation Fund. Communities may ask the Commission to waive these match or partial match requirements. Communities seeking a waiver should include a statement in its application specifying the reason for its waiver request. Please note that as stated by the Commonwealth's Comptroller's Office: "The Anti-Aid Amendment of the Massachusetts Constitution prohibits "public money or property" from aiding non-public institutions.... Article 46 has been interpreted to allow the expenditure of public funds to non-public recipients solely for the provision of a "public purposes" and not for the direct benefit or maintenance of the non-public entity."

Any community seeking funding for mitigation to non-public entities should provide detail how its planned use is in conformity with this provision of the Massachusetts Constitution and with Municipal Finance Law.

How Much Funding Is and Will Be Available?

In sum, a total of \$17.5 million from the current licensees was deposited in the Community Mitigation Fund for use until Category 1 gross gaming revenues are generated, or thereafter (if all such funds are not used prior to that date). After the deduction of purposes approved in 2015, the fund has \$14.75 million available.

No further contributions will be made to the Community Mitigation Fund until either MGM Springfield or Wynn Everett become operational and generate revenues.² Both MGM Springfield and Wynn Everett currently project to be operational in 2018. Once operational, MGL c. 23K, § 59 specifies that 6.5% of the revenues from the tax on gross gaming revenues from Category 1 (full casino) licensees shall be deposited in the Community Mitigation Fund.

² These guidelines do not describe revenue estimates from or the participation of a Region C facility, as the Region C decision on the license has not yet been made. Further, after the initial deposit, no further contributions from the Slots licensee will be made to the fund.

Once the MGM Springfield and Wynn Everett facilities are operational, approximately \$18 million generated by these two facilities will be annually deposited into the Community Mitigation Fund using a conservative estimate provided by the Commission's financial consultants.

Limitations

Because the \$14.75 million in the fund needs to be available until the facilities are operational, the Commission anticipates expending no more than one third of the fund annually for calendar year 2016, 2017, and 2018. This amount is estimated to be approximately \$4.91 million per year.

Of that amount, for 2016, no more than \$500,000 may be expended for operational impacts related to the Category 2 gaming facility, unless otherwise determined by the Commission.

Transportation Planning Grants

For calendar year 2016, the Commission will make available funding for certain transportation planning activities for all communities eligible to receive funding from the Community Mitigation Fund in Regions A & B and for the Category 2 facility, including each Category 1 and Category 2 host community and each designated surrounding community, each community which entered into a nearby community agreement with a licensee, and any community that petitioned to be a surrounding community to a gaming licensee, each community that is geographically adjacent to a host community.

Funding available for planning grants will likely not exceed \$982,000, approximately 20% of the estimated annual allotment for the fund.

Eligible planning projects must have a defined area or issue that will be investigated as well as a clear plan for implementation of the results.

Eligible expenses to be covered by the Transportation Planning Grant include, but not necessarily limited to:

- Planning consultants/staff
- Data gathering/surveys
- Data analysis

- Engineering review/surveys
- Public meetings/hearings
- Final report preparation

The planning projects must be clearly related to addressing transportation issues or impacts directly related to the gaming facility.

Applicants will be required to submit a detailed scope, budget, and timetable for the planning effort prior to funding being awarded.

Pursuant to the Guidelines, the Commission will evaluate requests for planning funds (including both the use of Reserve Planning Funds and Transportation Planning Grant Funds) after taking into consideration input the applicant has received from the local Regional Planning Agency ("RPA") or any such interested parties. Although there is no prerequisite for using RPA's for planning projects, consultation with RPA's is required to enable the Commission to better understand how planning funds are being used efficiently across the region of the facility. Please provide details about the applicant's consultation with the RPA or any such interested parties.

Communities that requested and received reserves in 2015 or 2016 must first expend those funds before accessing any Transportation Planning Grant funds. Transportation Planning Grant funds may be sought to expand a planning project begun with reserve funds or to fund an additional project once the reserves have been exhausted.

Springfield Historic Preservation Trust Fund

On August 6, 2015, as part of the consultative process pursuant to 950 CMR 71.00 – Protection of Properties Included in the State Register of Historic Places, the Commission determined that it would provide \$350,000 in Community Mitigation Funds to the Springfield Historic Preservation Trust Fund. The City of Springfield agreed to apply for such funds by February 1, 2016. The provision of the \$350,000 does not limit Springfield's ability to apply for 2016 Community Mitigation Funds for other purposes.

What Should Be Included in the Applications?

- Applicants are required to complete the 2016 Community Mitigation Fund Application and may also submit additional supporting materials of a reasonable length.
- Applicants will need to describe how the specific mitigation or planning project request will address any claimed impacts and provide justification of any funds requested. Unlike existing surrounding community agreements which were based on anticipated impacts, any community mitigation award will be based on impacts that have occurred or are occurring, as noted previously.
- Applicants will need to describe if and how such impacts were addressed or not addressed in any host or surrounding community agreements.
- Applicants may include a letter of support from the applicable gaming licensee. However, this is not necessary, as the Commission will request the licensee's opinion regarding each application.

How Will the Commission Decide on Applications?

- Similar to the Commission's surrounding community review process, the Commission will ask each licensee to review and comment on any requests for funding.
- The Commission will evaluate the submittal by the community, any input received from the community and interested parties (such as Regional Planning Agencies), the responses of the licensee, Commission consultant reviews, and any other sources determined by the Commission.
- The Commission will evaluate any funding requests in the context of any host or surrounding community agreements.
- The Commission may ask applicants for supplementary materials, may request a meeting with applicants, and reserves the ability to host a hearing or hearings on any application.
- The Commission's deliberations on Community Mitigation Fund policies will also be aided through input from the Gaming Policy Advisory Committee, the Community Mitigation Subcommittee, and any Local Community Mitigation Advisory Committees, as established pursuant to MGL c. 23K.

- The Commission reserves the ability to determine a funding limit beyond what is detailed in these Guidelines, as additional contributions to the Community Mitigation Fund will not be made until Category 1 gaming facilities are operational.
- The Commission reserves the ability to fund only portions of requested projects and to fund only a percentage of amounts requested. The Commission also reserves the ability to place conditions on any award.
- There is limited funding available. The Commission therefore reserves the right to determine which requests to fund based on its assessment of a broad range of factors including the extent of public benefit each grant is likely to produce.

When Will the Commission Make Decisions?

The Commission anticipates making funding decisions on any requests for mitigation of specific impacts approximately by July 2016, after a comprehensive review and any additional information requests.

Is There a Deadline for the Use of the 2016 Reserve?

There is no deadline. Funds may be used on a rolling basis when specific impacts are determined or the specific planning activity is determined. Once known, communities should contact the Ombudsman's Office, which will assist the community in providing the needed information. Communities with specific impacts will, at the time the impacts are known, complete the grayed sections of the 2016 Community Mitigation Fund Application (the grayed boxes 1-4 beginning on page 3). Communities with requests for planning funds will provide similar information to the Commission: a description of the planning activity, how the planning activity relates to the development or operation of the gaming facility, how the planning funds are proposed to be used, consultation with the Regional Planning Agency, other funds being used, and how planning will help the community determine how to achieve further benefits from a facility or to avoid or minimize any adverse impacts. Each Community applying for planning funds will also need to provide detail on what it will contribute to the planning project such as in-kind services or planning funds. Please note that such details do not need to be determined by the February 1, 2016 application date. Communities must only check the box on the first page of the application to establish the reserve. Commission approvals of the use of the 2016 reserve funds will also be on a rolling basis corresponding to the rolling determinations of use by communities.

Who Should Be Contacted for Any Questions?

As the 2016 Community Mitigation Fund program is just the second year of the program for the Commission, communities and other parties may have a number of questions. They are encouraged to contact the Commission's Ombudsman with any questions or concerns. The Commission's Ombudsman will regularly brief the Commission regarding the development of Community Mitigation Fund policies.

The Commission's Ombudsman, John Ziemba, can be reached at 617-979-8423 or via e-mail at john.s.ziemba@state.ma.us. The Commission's address is 101 Federal Street, 12th Floor, Boston, MA 02110.

Where Should the Applications Be Sent?

Applications **must be sent to** www.commbuys.com. The COMMBUYS bid number is BD-16-1068-1068C-1068L-00000006606. If applicants have any trouble locating this in COMMBUYS under the bid number, applicants should search by the agency name, Massachusetts Gaming Commission.

An application received by COMMBUYS by February 1, 2016 will meet the application deadline. Applicants that are not part of the COMMBUYS system should contact Mary Thurlow of the Commission's Ombudsman's Office well in advance of the February 1, 2016 deadline to make arrangements for submission of the application by the deadline. Mary Thurlow can be contacted at 617-979-8420 or at mary.thurlow@state.ma.us.

If you have any questions or concerns contact the COMMBUYS Help Desk at COMMBUYS@state.ma.us or during normal business hours (8am - 5pm ET Monday - Friday) at 1-888-627-8283 or 617-720-3197.

MEMBERSHIP OF GAMING POLICY ADVISORY COMMITTEES



GAMING POLICY ADVISORY COMMITTEE

The Gaming Policy Advisory Committee is comprised of the Commission chair, Governor's designee as chair, 2 members of the Senate, 2 members of the House, the Commissioner of the Dept. of Public Health or designee, and 8 persons appointed by the Governor (3 gaming licensees, a federally recognized Indian tribe, organized labor, and 3 from the vicinity of each gaming establishment (**host and surrounding communities**)).

COMMUNITY MITIGATION ADVISORY SUBCOMMITTEE

The Community Mitigation Advisory Subcommittee is comprised of members from **each host community**, a Commission representative, a Department of Revenue representative, a Massachusetts Municipal Association, **one member from each local community mitigation advisory committee** and three appointed by the Governor: (i) a community mitigation professional; (ii) a host community small business owner; and (iii) a chamber of commerce member.

LOCAL COMMUNITY MITIGATION ADVISORY COMMITTEE REGION A - EVERETT

LOCAL COMMUNITY MITIGATION ADVISORY COMMITTEE REGION B - SPRINGFIELD

LOCAL COMMUNITY MITIGATION ADVISORY COMMITTEE REGION C -

Each local committee is comprised of a representative from each **host and surrounding community**, each RPA region, and four Commission appointees from the region (a representative from a Chamber of Commerce, an economic development organization and 2 human service providers). Each local committee shall annually elect 1 committee member from those members appointed by surrounding community to represent the local committee in the subcommittee on community mitigation.



Massachusetts Gaming Commission

ROLES AND MEMBERSHIP OF GAMING POLICY ADVISORY SUBCOMMITTEES ON ADDICTION SERVICES AND PUBLIC SAFETY



GAMING POLICY ADVISORY COMMITTEE

The Gaming Policy Advisory Committee is comprised of the chair of the Commission, Governor’s designee as chair, 2 members of the Senate, 2 members of the House, the Commissioner of the Dept. of Public Health or designee, and 8 persons appointed by the Governor (3 gaming licensees, a federally recognized Indian tribe, organized labor, and 3 from the vicinity of each gaming establishment (**host and surrounding communities**)).

MEMBERS OF SUBCOMMITTEE ON ADDICTION SERVICES

The Subcommittee on Addiction Services is comprised of 5 members: a representative from the Department of Public Health’s Bureau of Substance Abuse Services; a representative from the Massachusetts Council on Compulsive Gambling, Inc.; a representative of the Commission; and 2 members appointed by the Governor with professional experience in the area of gambling addictions.

ROLE OF SUBCOMMITTEE ON ADDICTION SERVICES

The Subcommittee shall develop recommendations for regulations to be considered by the Commission in addressing issues related to addiction services as a result of the development of gaming establishments in the Commonwealth including, by not limited to, prevention and intervention strategies.

MEMBERS OF SUBCOMMITTEE ON PUBLIC SAFETY

The Subcommittee on Public Safety is comprised of 7 members: a Commission member, the Secretary of Public Safety or designee, the Attorney General or designee, a representative from the Massachusetts District Attorney Association, the Colonel of the State Police or a designee, a representative from the Massachusetts Chiefs of Police Association, and a representative of a public safety labor union.

ROLE OF SUBCOMMITTEE ON PUBLIC SAFETY

The Subcommittee shall develop recommendations for regulations to be considered by the Commission to address public safety issues as a result of the development of gaming establishments in the Commonwealth including, but not limited to, ways to mitigate the impact of gaming establishments on crimes committed in the Commonwealth. The Subcommittee shall also study the impact of gaming establishments on all aspects of public safety in the Commonwealth.



Massachusetts Gaming Commission

ROLES OF GAMING POLICY ADVISORY COMMITTEES



GAMING POLICY ADVISORY COMMITTEE

The Committee shall designate subcommittees to examine community mitigation, compulsive gambling, and gaming impacts on cultural facilities and tourism. The Committee shall meet at least once annually for the purpose of discussing matters of gaming policy. The Committee shall advise the Commission on the development of its annual gaming research agenda.

COMMUNITY MITIGATION ADVISORY SUBCOMMITTEE

The Subcommittee shall develop recommendations to address community mitigation issues including but not limited to how funds may be expended from the Community Mitigation Fund and the impact of gaming establishments on the host and surrounding communities. The Subcommittee will receive input from Local Community Mitigation Advisory Committees; review annually the expenditures of Community Mitigation Funds and propose regulations to the Commission upon which the Subcommittee shall review prior to promulgation.

LOCAL COMMUNITY MITIGATION ADVISORY COMMITTEE REGION A - EVERETT

LOCAL COMMUNITY MITIGATION ADVISORY COMMITTEE REGION B - SPRINGFIELD

LOCAL COMMUNITY MITIGATION ADVISORY COMMITTEE REGION C -

Each Local Community Mitigation Advisory Committee may provide information and develop recommendations for the Community Mitigation Advisory Subcommittee on any issues related to the gaming establishment located in its region including, but not limited to: (i) issues of community mitigation; (ii) ways in which funds may be expended from the Community Mitigation Fund; and (iii) the impact of the gaming establishments on the host and surrounding communities. Additionally, each Local Community Mitigation Advisory Committee may present information to the Commission consistent with the rules of the Commission on any issues related to the gaming establishment located in its region.



Massachusetts Gaming Commission



DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, Massachusetts 02110-1447
www.dlapiper.com

Bruce S. Barnett
bruce.barnett@dlapiper.com
T 617.406.6002
F 617.406.6102

September 22, 2016

BY ELECTRONIC MAIL

Ms. Catherine Blue
General Counsel
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

Re: Petition for Suspension or Revocation of Raynham Taunton Greyhound Licensees' Simulcasting Authority Due to Failure to Pay Statutorily Required Simulcasting Premiums

Dear General Counsel Blue:

As you have requested, petitioner Sterling Suffolk Racecourse, LLC ("Suffolk Downs") submits this letter brief addressing (i) the legal basis of obligation of the Raynham Taunton greyhound licensees (together, "Raynham Taunton") to pay the premiums that are the subject of the Suffolk Downs petition and (ii) the legal basis for the Commission's authority to address this matter.

I. Raynham Taunton's Statutory Obligation to Pay Premiums

Raynham Taunton's obligation to pay premiums to Suffolk Downs on account of interstate thoroughbred wagers Raynham Taunton has accepted is *entirely statutory*. It is *not contractual*.

By way of background, and as noted in the petition, premiums were introduced to the simulcasting law when simulcasting was expanded in 2001. Before the expansion, a patron who wanted to wager on, for example, greyhound racing had to go a greyhound licensee's establishment, either Raynham Taunton or Wonderland. After that expansion, that patron could go to any of the Massachusetts racing licensees to wager on dog races, whether from a Massachusetts greyhound track or from another state. The same possibility arose for those wanting to wager on harness racing or thoroughbred racing (also known as running horse



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racing). The loss of patrons to another wagering venue would have had a negative effect on a licensee's ability to generate revenue, including revenue to fund purses for its live races. Premiums—calculated as a small percentage of a simulcaster's handle on races of the type run by the payee track—are designed to mitigate the effect on purses of that loss of patrons. Thus, the greyhound licensees are required to pay premiums to the horse racing licensees on the wagers they accepted on horse races, and the horse racing licensees were required to pay premiums to the greyhound licensees on the wagers they accepted on simulcast dog races. The statute requires that premiums be put towards purses or, since 2015 and with the consent of the horsemen, be used to pay for administrative and operational expenses.

Raynham Taunton's premium obligation to Suffolk Downs is set forth in same section, indeed the same paragraph, of Chapter 128C of the General Laws that authorizes Raynham Taunton to conduct simulcasting. See M.G.L. c. 128C, § 2 (“Section 2”). In the racing statutes, Raynham Taunton is referred to as “the greyhound dog racing meeting licensee in Bristol county.” Section 2, paragraph (2), in its first sentence, authorizes Raynham Taunton to conduct simulcasting of interstate greyhound races and of a certain number of intra- and inter-state horse races. The next sentence states that Raynham Taunton “shall pay to the running horse meeting licensee in Suffolk county,” which is Suffolk Downs, “a 3 per cent premium with respect to any interstate running horse simulcasts received.” *Id.* § 2(2) (emphasis added). For avoidance of any doubt, the introductory paragraph of Section 2 provides that Raynham Taunton's “right to simulcast is subject to the following exceptions and conditions,” which include the statutory premium obligation.

Suffolk Downs has petitioned for enforcement with respect to the period from October 5, 2014 through June 23, 2015 (after which the Legislature suspended Raynham Taunton's premium obligation, as described below). The only basis Raynham Taunton has offered to Suffolk Downs or, so far as Suffolk Downs is aware, to the Commission for its refusal to pay is the (erroneous) contention that Suffolk Downs somehow ceased being a racing licensee in October 2014. As the Commission's Legal Department has apparently concluded, there is no merit to Raynham Taunton's position. Suffolk Downs has been the running horse racing meeting licensee in Suffolk County at all relevant times.

For the period from October through December 31, 2014, Suffolk Downs was a racing licensee under its 2014 racing license, granted by the Commission in 2013. Pursuant to M.G.L. c. 128A, § 2, racing licenses awarded by the Commission are granted on a calendar-year basis. Indeed, the Suffolk Downs 2014 license states, “This license will expire on the last day of 2014.” The validity of Suffolk Downs' license through December 31, 2014, is unquestionable and in no



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way turns on whether Suffolk Downs applied for a 2015 license by October 1, 2014, as Raynham Taunton has suggested.¹

From January 1, 2015 through July 31, 2016, Suffolk Downs was a racing meeting licensee pursuant to two statutes—Chapter 436 of the Act of 2014 (“Chapter 436”) and Chapter 10 of the Acts of 2015 (“Chapter 10”). Chapter 436 provides that, notwithstanding any general or special laws to the contrary, Suffolk Downs “shall remain licensed as a running horse racing meeting licensee until March 31, 2015.” St. 2014, ch. 436, § 1. Chapter 10, which was effective on March 31, 2015, provides that, notwithstanding any general or special laws to the contrary, Suffolk Downs “shall remain licensed as a running horse racing meeting licensee until July 31, 2016.” St. 2015, ch. 10, § 59.²

A further provision of Chapter 10 confirms that Raynham Taunton was obligated to pay premiums to Suffolk Downs through June 24, 2015. Sections 66 and 67 of Chapter 10 suspended the obligation of “the dog racing meeting licensee in Bristol county” to pay premiums to “the running horse racing meeting licensee in Suffolk county,” *id.* § 66, but not before “commencement of gaming operations by the category 2 licensee” under Chapter 23K, *id.* § 67. The category 2 licensee, Plainridge Park, commenced gaming operations on June 24, 2015. Clearly, the Legislature, which was well aware of Suffolk Downs’ status when it enacted Chapter 10 in March 2015, understood and intended that Raynham would continue to pay premiums until Plainridge Park’s opening.

Accordingly, Suffolk Downs has remained the running horse racing meeting licensee in Suffolk County through to the present day and is entitled to the premiums due from Raynham to that licensee pursuant to M.G.L. c. 128C, § 2(2) on account of Raynham’s simulcasts of thoroughbred races at all times in 2014 and from January 1, 2015 through June 23, 2015.

¹ Raynham Taunton’s letter to Suffolk Downs dated July 7, 2015 by its counsel Michael Morizio (which was included in the Commissioners’ packet for the September 8, 2016 meeting) cites authorities that are not at all applicable and do not alter the conclusion that Suffolk Downs remained licensed after October 1, 2014. The authorities, which are from the 1960s, concern the Franklin Fair Association, Inc. (“Franklin”); they include an Opinion of the Attorney General that was an enclosure to Mr. Morizio’s letter and was included with it in the September 8th Commissioners’ packet. In that case, the Secretary of the Commonwealth had revoked Franklin’s corporate charter, terminating the entity’s existence. Under the then-effective corporations law, Franklin thereafter had no right to exercise the racing license it had been granted, which is the reason the license became a nullity without the need for any racing commission action. The nullification had nothing to do with the end of Franklin’s live racing season or whether it had applied for a license for the following year, as Mr. Morizio’s letter misleadingly suggests.

² Suffolk Downs’ license is now established (through July 31, 2017) by Section 13 of Chapter 176 of the Acts of 2016.



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II. The Commission's Authority to Enforce Raynham Taunton's Statutory Obligation to Pay Premiums.

The Commission's authority to enforce the requirement under Chapter 128C, Section 2 that Raynham Taunton pay premiums to Suffolk Downs on interstate thoroughbred wagers begins with the Legislature's mandate that the Commission "shall administer and enforce chapters 128A and 128C and any other general or special law related to pari-mutuel wagering or simulcasting." St. 2011, ch. 194, § 7(a).

Raynham Taunton's conduct of simulcasting is governed by Chapter 128C and therefore regulated by the Commission. Chapter 128C, Section 2 authorizes simulcasting by "racing meeting licensee[s]." Raynham Taunton's ability to simulcast even though it can no longer conduct live greyhound racing derives from its statutory status a racing meeting licensee. The Expanded Gaming Act provides that "the greyhound meeting licensee located in Bristol county . . . shall remain licensed as [a] greyhound racing meeting licensee[] until July 31, 2014." St. 2011, c. 194, § 92. The sunset date has subsequently been extended twice, most recently to July 31, 2017. St. 2016, ch. 176, § 12B; St. 2014, ch. 165, § 192.

The Expanded Gaming Act also confirms that Raynham Taunton is subject to Chapter 128A and Chapter 128C. It states that "the greyhound meeting licensee located in Bristol county . . . shall, unless otherwise provided in this act, be subject to chapters 128A and 128C of the General Laws." St. 2011, ch. 194, § 86(c).

In addition to the Commission's general authority to administer and enforce Chapter 128C, Section 2 expressly provides that the authority to simulcast is subject to the "exceptions and conditions" set forth in Section 2 (which include the premium obligation, as described above) and that "[a]ny violation of [Chapter 128C] shall be cause for the commission to suspend or revoke a license pursuant to section 11 of chapter 128A."

Section 11 of chapter 128A provides, in its entirety, as follows:

The commission shall have full discretion to refuse to grant a license to any applicant for a license or to suspend or revoke the license of any licensee. If any license is suspended or revoked, the commission shall make a record of its reasons for doing so and such record shall be made available to any person requesting to inspect the same.

On its face, section 11 provides no distinction between a racing license granted by the Commission (such as the one currently held by Plainridge Park) and racing licenses established by statute (such as those currently held by Raynham Taunton, Suffolk Downs and Wonderland).



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Suffolk Downs appreciates the opportunity to address these issues. If the Commission would like any additional information in connection with its consideration of the petition for suspension of Raynham Taunton's simulcasting authority until it meets its statutory premium obligations, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Bruce S. Barnett', with a horizontal line extending to the right.

Bruce S. Barnett



DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, Massachusetts 02110-1447
www.dlapiper.com

Bruce S. Barnett
bruce.barnett@dlapiper.com
T 617.406.6002
F 617.406.6102

October 7, 2016

BY ELECTRONIC MAIL

Ms. Catherine Blue
General Counsel
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

Re: Petition for Suspension or Revocation of Raynham Taunton Greyhound Licensees' Simulcasting Authority Due to Failure to Pay Statutorily Required Simulcasting Premiums

Dear General Counsel Blue:

Sterling Suffolk Racecourse, LLC ("Suffolk Downs") submits this letter as a supplement to its letter of September 22, 2016, in order to respond to certain points raised by Raynham Park in its submission of September 22, 2016. This letter is not intended to address all points raised by Raynham Park, and the absence from this letter of a response to any particular fact alleged or argument made by Raynham Park should not be taken to mean that Suffolk Downs accepts the fact or the argument.

1. Commission Authority

In arguing that the Commission has no authority to revoke or suspend Raynham Park's ability to simulcast as a sanction for its violation of express statutory requirements, Raynham Park ignores the basis of the petition. Raynham Park points to the legislative policy statements in Section 1 of Chapter 23K, highlighting the provision states that "any license awarded by the commission shall be a revocable privilege." M.G.L. c. 23K, § 1(9). However, Suffolk Downs' petition is not based on Section 1 of Chapter 23K or any other provision of the Expanded Gaming Act. Rather, it invokes the Commission's express authority under the racing statutes, which provide that "[t]he commission shall have full discretion . . . to suspend or revoke the license of any licensee," without a requirement that the license be granted by the Commission, as opposed to established by the Legislature. M.G.L. c. 128A, § 11. Raynham Park acknowledges



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that it has a license under Chapter 128A, which is the only way it can be authorized to simulcast. That license is subject to Chapter 128A, Section 11.

2. Suffolk Downs 2014 Purse Agreement.

Raynham Park falsely asserts, several times, that Suffolk Downs did not submit its 2014 purse agreement with the NEHBPA to the Commission, in an apparent attempt to suggest that Suffolk Downs is hiding something. The 2014 purse agreement was submitted to the then-director of the Racing Division, Dr. Jennifer Durenberger, on March 31, 2014, the first business day after it was signed. A copy of the email by which it was sent, along with the agreement itself, is attached as Exhibit A to this letter.

3. Term of the Suffolk Downs 2014 Racing License.

Raynham Park continues its erroneous assertion that Suffolk Downs was not the running horse licensee in Suffolk County for all of calendar year 2014. Attached as Exhibit B is a copy of the Suffolk Downs Racing License for 2014, signed by all of the then-Commissioners, which expressly states: "This license will expire on the last day of 2014."

In its effort to avoid its obligation, Raynham Park intentionally but inappropriately conflates the term of a racing license with the days on which the holder is authorized to hold live races under that license. The term of licenses granted by the Commission has always been for a calendar year. During that year, the licensee has a "racing season," during which it holds live races, and a "dark season," which is the period "between racing seasons during which a racing meeting licensee may not conduct live racing performances." See M.G.L. c. 128C, § 1 *Definitions*. The racing season itself is divided between "racing days" and "dark days," which are the "days during the racing season on which live racing is not conducted." *Id.* While Suffolk Downs began a dark season on October 5, 2014, it remained a racing meeting licensee through the end of the term of its license.

Raynham Park's argument that it was no longer required to pay thoroughbred premiums when Suffolk Downs reached the end of its racing season is inconsistent with years of unquestioned application of the premium obligation by the Commission, its predecessor State Racing Commission, and all of the racing licensees.

4. Application of the Unpaid Statutory Premiums.

Contrary to Raynham Park's contention, there is nothing inappropriate about the application contemplated by the 2016 Purse Agreement of any unpaid premiums recovered through the Suffolk Downs petition.



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Some background is in order. As the Commission has heard often from its Racing Division and its Legal Department, funds designated in the racing statutes for purse accounts (other than the Race Horse Development Fund) have long been used, pursuant to agreements between licensees and their horsemen's groups, to support horsemen in ways other than through payment of winnings to horse owners, which are the so-called "overnight purses." For example, in 2014 and many prior years, the purse agreement between Suffolk Downs and the NEHBPA provided for payment of purse funds to the NEHBPA Medical Benefits Trust (\$120,000), the New England Horsemen's Assistance Fund (\$72,5000), and the NEHBPA for administration and operations (2 1/2 percent of purse payments). In the Commission's annual review of purse funding received and disbursed by each of the licensees, it has included the amounts for the operational expenses of the horsemen's group and for benefits for the horsemen as purse expenditures.

In the latter months of 2014, Raynham Park became increasingly delinquent in payments to Suffolk Downs, not only for statutory premiums for interstate thoroughbred wagers but also for fees owed for Suffolk Downs' own races and other items. At the end of 2014, Raynham owed Suffolk Downs approximately \$163,000, of which approximately \$141,000 was for premiums. Suffolk Downs did not make all of the payments to the NEHBPA contemplated by the 2014 purse agreement because it had not received all of the purse funding owed by Raynham and had already paid purses significantly beyond the required amount.

This brings us to the treatment of recovered funds as a result of the petition, as stated in the 2016 purse agreement. With respect to 2014 premiums, the division of funds merely achieves the allocation that would have occurred if Raynham had met its statutory duty and paid the funds on time. The amount of 2014 premiums that remains outstanding is \$86,264.59, as stated in the petition. The 2016 purse agreement provides that the first \$50,065 of 2014 premiums recovered will be paid to the NEHBPA—this would complete the payments contemplated by the 2014 purse agreement that have been in limbo pending Raynham's payment. The remaining amount of 2014 premiums, approximately \$36,200, would be retained by Suffolk Downs and cover a small portion of the amount by which Suffolk Downs paid purses in excess of the statutory requirement during that year. As shown by the Commission's review of purse receipts and expenditures for 2014, Suffolk Downs paid \$857,315 more in purses in 2014 than it collected in statutorily designated purse funds. See Exhibit C (Excerpt from MGC Racing Division Third Annual Report). If Raynham had made timely payment of its premiums obligations, that money would have offset, ever so slightly, the amount that Suffolk Downs came out of pocket to supplement purses.

Beginning in 2015, statutorily designated purse funds such as premiums (but not RHDF funds) could be used for a racing licensee's administrative and horseracing expenses in addition



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to traditional purse payments. Also beginning in 2015, RHDF funds became available for the purses paid as winnings as well as for some of the NEHBPA's operating expenses. The Commission determined that certain other expenses the NEHBPA sought to fund through the RHDF, in connection with its project of finding a new home for thoroughbred racing in Massachusetts, were not appropriate RHDF expenditures. In their negotiations, Suffolk Downs and the NEHBPA agreed to use a portion of 2015 premium payments for the licensee's live racing expenses, with the remainder to be paid to the NEHBPA for its operations. The portion to be used for Suffolk Down's live racing expenses was covered by payments from Plainridge during 2015. Thus, any further 2015 premiums received would be paid the NEHBPA, as reflected in the 2016 purse agreement.

Please do not hesitate to let me know if you or the Commission have any further questions regarding this matter.

Sincerely,

A handwritten signature in blue ink that reads 'Bruce S. Barnett'.

Bruce S. Barnett

EXHIBIT A

Barnett, Bruce

From: Barnett, Bruce
Sent: Monday, March 31, 2014 3:52 PM
To: Durenberger, Jennifer (MGC)
Cc: Chip Tuttle (ctuttle@ctpboston.com); John Rizzo (jrizzo@suffolkdowns.com); Sam Elliott
Subject: Executed 2014 Agreement between Sterling Suffolk Racecourse, LLC and the NEHBPA
Attachments: 2014 Agreement -- HBPA and SSR -- 3-29-14.pdf

Dr. Durenberger:

Attached please find a copy of the executed agreement between Sterling Suffolk Racecourse, LLC and the NEHBPA for the 2014 Meet at Suffolk Downs. Please let me know if we should send a more formal submission to supplement the 2014 racing license application.

Thanks,
Bruce

Bruce Barnett

Of Counsel

T +1 617.406.6002

F +1 617.406.6102

E bruce.barnett@dlapiper.com



DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, Massachusetts 02110-1447
United States
www.dlapiper.com

AGREEMENT

This Agreement is entered into by and between Sterling Suffolk Racecourse LLC (hereinafter referred to as the "Association"), a Massachusetts limited liability company, and the New England Horsemen's Benevolent and Protective Association, Inc. (hereinafter referred to as the "NEHBPA"), to be effective upon execution hereof by both Parties.

WITNESSETH

WHEREAS, the Association and the NEHBPA (the "Parties") have previously entered into an agreement relative to the conduct of racing at the premises of the Association commonly known as Suffolk Downs dated as of January 20, 2005 for the term extending through June 30, 2008, which term expiration date has been extended by the Parties through May 31, 2014 (the "Recognition Agreement"); and

WHEREAS, the Parties have agreed to extend the term of the Recognition Agreement through at least July 31, 2015; and

WHEREAS, Article VI of the Recognition Agreement provides in part that "a purse agreement and schedule for meets covered within this Contract shall be agreed upon by the Parties and shall be incorporated as a part of this Contract"; and

WHEREAS, the Parties have been negotiating in good faith relative to the purses and schedule for the thoroughbred horse racing meet to be held at Suffolk Downs in 2014 (the "2014 Meet") and have reached agreement on the terms set forth herein but have been unable to reach agreement on certain other terms as to the conduct of said meet; and

WHEREAS, the Association intends to conduct the 2014 Meet irrespective of whether the Parties reach agreement on remaining issues; and

WHEREAS, the Parties wish to enter into a written agreement as to those certain terms of the 2014 Meet on which they are in agreement, in part to encourage NEHBPA members to participate in the 2014 Meet notwithstanding that the Parties have not reached agreement on all issues which they have discussed; and

WHEREAS, the Parties acknowledge that future developments may affect their positions on issues concerning the 2014 Meet and may result in further agreements; and

WHEREAS, the Parties intend to continue to discuss issues related to the 2014 Meet as developments warrant, including those issues on which they have not agreed;

NOW THEREFORE, the Parties, intending to be bound hereby and in consideration of the mutual promises herein set forth, agree as follows:

1) **BARGAINING AGENT**. The NEHBPA represents to the Association that it is the duly authorized legal representative and bargaining agent of all thoroughbred horse owners and trainers who will enter and race horses at Suffolk Downs during the 2014 Meet. The Association recognizes the NEHBPA as such bargaining agent.

2) **EXTENSION OF TERM OF RECOGNITION AGREEMENT.** The Association and the NEHBPA hereby extend the date of expiration of the Recognition Agreement from May 31, 2014 through at least July 31, 2015. The Recognition Agreement shall continue in full force and effect thereafter unless or until it is amended or extended by a writing signed by both Parties or canceled by either party on 30 days' written notice to the other party.

The Association hereby grants permission to the NEHBPA to maintain its office trailer on the Association's property through September 1, 2014 or the conclusion of the 2014 Meet, whichever is later, and the Association agrees to allow the NEHBPA reasonable access to the trailer during said period, including during any off-season within said period.

3) **2014 MEET SCHEDULE.** The Association shall open the Barn area on March 23, 2014, and shall commence the 2014 Meet on May 3, 2014.

In the event that Mohegan Sun Massachusetts ("MSM") is awarded the Category 1 Gaming License for Region A (the "Gaming License") under Mass. Gen. Laws Chapter 23K ("Chapter 23K"), the Association shall continue the 2014 Meet until at least September 1, 2014.

In the event the Gaming License is awarded to another applicant or the application of MSM is denied or withdrawn, then the Association may elect to terminate the meet by sixty day advance written notice, provided however, that said election shall not cause the meet to end any earlier than August 1, 2014, and provided further that if the Massachusetts Gaming Commission (the "Gaming Commission") has not awarded the license by May 31, the required number of days' notice under this paragraph shall be reduced by 1 for each day after May 31 until the award of the license, subject to the limit that the required notice shall not be less than 30 days.

In the event the Gaming Commission has not awarded the Gaming License by August 1, 2014, then the Association may elect to terminate the 2014 Meet on 30 days' notice if it reasonably determines that the horse population and/or Available Purse Funding (as defined below) are not sufficient to continue the meet.

4) **PURSES.** The Parties agree that funding of Program Purses for the 2014 Meet shall include at least Earned Purse calculated in the same manner as Earned Purse was calculated pursuant to the purse agreement for the 2013 meet at Suffolk Downs (which includes the amounts required to be paid to purses in accordance with the provisions of applicable law and additional amounts as have been agreed by the Parties) ("Earned Purse") and, subject to applicable law or regulatory directives, such additional purse funds as may become available to the Association during the 2014 Meet from the Race Horse Development Fund established under Chapter 23K ("RHDF Purse Funding") (together with Earned Purse, "Available Purse Funding").

The Parties acknowledge that the NEHBPA has requested that the Association supplement Available Purse Funding and that the Association has declined to do so. The NEHBPA acknowledges that the Association has no obligation under this Agreement to provide funding of purses for the 2014 Meet in excess of Available Purse Funding.

The Association shall fund the Earned Purse portion of Available Purse Funding based on the reasonable projections of Earned Purses for 2014 made by the Association consistent with the practice in prior years and as adjusted from time to time.

5) **PURSE PAYMENTS.** The Association shall publish an initial condition book using the payment schedule and daily rate set forth in Exhibit A hereto. The Association shall thereafter establish conditions and pay purses as close as possible to the schedule and rate on Exhibit A as is allowed by the Available Purse Funding.

In the event that Available Purse Funding as determined at the close of the 2014 Meet exceeds the payments made under this Agreement, the amount of such excess shall be treated as the parties agree (subject to approval of the Gaming Commission or its Racing Division) or, in the absence of an agreement, as directed by the Gaming Commission or its Racing Division.

No provision contained within this Agreement shall alter any statutory requirements under the Massachusetts General Laws.

6) **CANCELLATIONS.**

(A) Prior to making a decision regarding the cancellation of any live races, the Association shall consult with the NEHBPA. The Association shall use best efforts to run live races during the 2014 Meet consistent with the provisions of General Laws of Massachusetts and the rules and regulations promulgated there under, and approval of the Gaming Commission.

(B) When races are cancelled due to weather or track conditions prior to 8:00 AM then the Association shall deposit the amount of \$25.00 into the account of each owner that had a horse in that day. When races are cancelled due to weather or track conditions after 8:00 AM then the Association shall deposit the amount of \$50.00 into the account of each owner that had a horse in that day and send a check to the Thoroughbred Assistance Fund of Massachusetts in the amount of the number of horses in the cancelled race or races x \$25.00 (Number of horses x \$25.00). The Thoroughbred Assistance Fund shall promptly distribute by check the \$25.00 to each trainer. All such cancellation fees deposited by the Association shall be considered purse payments. Notwithstanding the foregoing, no such cancellation fees shall be due from the Association in the event that the Association derives no pari-mutuel revenue on the date of such cancellations

7) **PAYMENTS TO THE NEHBPA.** The Association shall make payments to the NEHBPA, the NEHBPA Medical Benefits Trust, and the New England Horsemen's Assistance Fund, Inc. (the last pursuant to the Recognition Agreement), according to the schedules set forth on Exhibits B, C & D respectively. Those payments, together with fifty percent of any donations made by the Association to the Thoroughbred Retirement Foundation, shall be considered purse payments made by the Association under the terms of this Agreement but shall not reduce the Program Purse amount as provided by the preceding provisions of this Agreement, provided that the amount charged to purse payments for Thoroughbred Retirement Foundations donations shall not exceed Twenty Thousand Dollars (\$20,000.00) unless approved by the Board of Directors of the NEHBPA. For clarification, the payments to be made under Exhibits B, C and D are in addition to, and will not subtract from, Available Purse Funding.

8) **NOTICES.** Unless otherwise directed in writing, any notice required herein to be given shall be given as indicated below by hand delivery or by certified mail-return receipt requested.

To the Association: Suffolk Downs
525 Wm. F. McLellan Highway
East Boston, MA 02128
Attention: Chip Tuttle, Chief Operating Officer

To the NEHBPA: New England Horsemen's Benevolent Association, Inc.
Suffolk Downs
525 Wm. F. McLellan Highway
East Boston, MA 02128
Attention: Anthony Spadea, President

9) **SIMULCAST APPROVAL**. The NEHBPA, in accordance with the Federal Interstate Horse Racing Act of 1978, hereby gives approval to the Association to transmit the live signal to other facilities pursuant to terms set forth in the approval letter, marked as **Exhibit E**, which is attached hereto and specifically made a part hereof.

The Association agrees not to provide its assent or approval for the transmission of a thoroughbred simulcast signal to any other facility within the Association's geographic jurisdiction pursuant to the Federal Interstate Horse Racing Act of 1978, without the express written approval of the NEHBPA, which approval shall not be unreasonably withheld.

10) **RESERVATION OF RIGHTS**. The NEHBPA expressly reserves all its rights provided pursuant to the Federal Interstate Horse Racing Act of 1978.

11) **ACCOUNTING**. The Association agrees to provide the NEHBPA information on at least a monthly basis to enable the Parties to calculate the purse amounts set forth herein and to track the distribution of the additional purse amounts, consistent with the Association's past practice.


12) **CONTINUED NEGOTIATIONS**. The Parties shall continue to discuss and/or negotiate in good faith issues related to the 2014 Meet on which they have had discussions to date but have not reached agreement, as well as issues that arise after the effective date of this Agreement. The Parties agree that neither party is obligated by this Agreement to modify its position on any such issue and that this Agreement does not constitute an agreement to agree as to any issue and does not require a future agreement on any or all issues currently outstanding or arising in the future.

13) **FORCE MAJEURE**. Notwithstanding anything to the contrary in this Agreement, the Association's obligations under this Agreement shall be subject to weather conditions, acts of God, force majeure, the extension of Chapters 128A and 128C of the Massachusetts General Laws through at least the term of this Agreement, and government orders, decrees or rulings.

14) **TERM**. The term of this Agreement shall be from its effective date through and including December 31, 2014, provided however the extension of the term of the Recognition Agreement shall survive.

WITNESS, the Parties hereto have executed this Agreement on the dates indicated below.

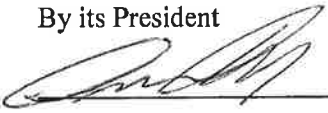
Sterling Suffolk Racecourse, LLC
By its Chief Operating Officer



Chip Tuttle

Date: March 21, 2014

New England Horsemen's
Benevolent & Protective Association, Inc.
By its President



Anthony Spadea

Date: March 22, 2014

EXHIBIT A

Suffolk Downs 2014 Purse Schedule

(\$106,250 per day average)

Purse Conditions	Purse
Open Allowance	\$22,800
ALW 3x Optional Claiming (\$40,000)	\$21,000
ALW 2x Optional Claiming (\$16,000)	\$20,000
ALW 1x NW 2 Life Allowance	\$19,000
12,500 Open Claiming	\$15,500
10,000 Open Claiming	\$14,500
8,000 Open Claiming	\$13,000
6,250 Open Claiming	\$12,000
5,000 Open Claiming	\$11,000
4,000 Open Claiming	\$10,000
12,500 NW 3 Life	\$12,300
12,500 NW 2 Life	\$11,800
5,000 Lifetime Conditions	NW2-9,100 NW3-9,200
4,000 Beaten	NW2-9,100 NW3-9,200
Maiden - Allowance	\$18,000
Maiden - Claiming 12,500	\$11,200
Maiden - Claiming 5,000	\$9,000
Starter Allowance (\$5,000 or less)	\$13,000
Starter Allowance (\$12,500 or less)	\$15,000

The amounts set forth in this Exhibit A shall be subject to adjustment (upward or downward) based on projections of Available Purse Funding.

Exhibit B

NEHBPA Payments per Section 7

Upon Execution	\$60,000* + \$20,000**
April 1, 2014	\$17,500* + \$20,000**
April 15, 2014	\$17,500*
May 1, 2014	\$13,000* + \$20,000**
May 15, 2014	2 1/2 % of purses less \$13,500
June 1, 2014	2 1/2 % of purses less \$13,500
June 15, 2014	2 1/2 % of purses less \$13,500
July 1, 2014	2 1/2 % of purses less \$13,500
July 15, 2014	2 1/2 % of purses less \$13,500
August 1, 2014	2 1/2 % of purses less \$13,500
August 15, 2014	2 1/2 % of purses less \$13,500
September 1, 2014	2 1/2 % of purses less \$13,500
September 15, 2014	2 1/2 % of purses
October 1, 2014	2 1/2 % of purses
October 15, 2014	2 1/2 % of purses
November 1, 2014	2 1/2 % of purses

The NEHBPA may elect in writing to the Association to accept a lesser amount at any time.

Notes:

*\$108,000 advanced in four payments from execution of the Agreement to May 1, 2014. Repaid in eight installments of \$13,500 to be deducted from the 2 1/2 percent payments during the live racing season as shown.

**Three payments of \$20,000 in lieu of March, April & May payments to the NEHBPA Medical Benefits Trust; not to be repaid.

Exhibit C

NEHBPA Medical Benefits Trust Payments per Section 7

June	1	2014	\$15,000
July	1	2014	\$15,000
August	1	2014	\$15,000
September	1	2014	\$15,000
October	1	2014	\$15,000
November	1	2014	\$15,000
December	1	2014	\$15,000
December	31	2014	\$15,000
TOTAL			\$120,000

Exhibit D

Payments to New England Horsemen's Assistance Fund Inc.
per Section 7 and the Recognition Agreement

January	15	2014	\$8,750
February	15	2014	\$9,375
April	15	2014	\$8,750
May	15	2014	\$9,375
June	15	2014	\$9,375
July	15	2014	\$8,750
August	15	2014	\$9,375
October	15	2014	\$8,750
TOTAL			\$72,500

Exhibit E

New England Horsemen's Benevolent and Protective Association, Inc.

P. O. Box 388

Revere, MA 02151

Suffolk Downs (617) 567-3900, ext. 7258

Mr. Chip Tuttle
Chief Operating Officer
Sterling Suffolk Downs LLP
111 Waldemar Avenue
East Boston, MA 02128

March 27, 2014

RE: Simulcast

Dear Mr. Tuttle:

Please be advised that the NEHBPA, pursuant to its right under the 1978 Interstate Horseracing Act (IHA), and being the representative of the majority of the horsemen at Suffolk Downs, hereby grants approval for Suffolk Downs to export its live signal to any and all locations, with the exception of venues in the states of New Hampshire and Rhode Island that do not have signed market consent approval from Suffolk Downs, under the following terms and conditions.

- 1) That permission is hereby granted from the date of this letter through December 31, 2014;
- 2) That Suffolk Downs may send said signal to any and all locations provided that any signal going to any thoroughbred racetrack or off-track betting (OTB) outlet, shall maintain a contract with the applicable thoroughbred horsemen's group as defined in the 1978 IHA;
- 3) That the circumstances at any such location do not materially change such that live thoroughbred horseracing becomes threatened or adversely affected;
- 4) That no approved OTB outlet combines with other OTB outlets to threaten not to, or refuse to purchase interstate simulcasts except upon similar terms and conditions for purchase being made to each of any combination of such outlets; and
- 5) That all approved OTB outlets obtain all other consents or approvals required by the 1978 IHA.

The NEHBPA expressly reserves the right to rescind this consent hereafter to all or any specific OTB location should any of the foregoing conditions be violated. Furthermore, although the NEHBPA hereby grants a blanket approval, Suffolk Downs agrees to provide the NEHBPA a regularly updated list of all locations contracted to receive said signal and, if said location is acting as a HUB, then of all subsidiary locations, as well. Additionally, Suffolk Downs agrees to provide a monthly update of the revenue received from each specific location by the fifteenth day of the following month.

Suffolk Downs may disseminate a copy of this letter to any OTB location requesting authorization of the NEHBPA, and said OTB may rely on same.

If you or any OTB locations have any questions, feel free to contact our office.

Very truly yours,



Anthony Spadea, President, NEHBPA

EXHIBIT B



The Commonwealth of Massachusetts
Massachusetts Gaming Commission
Hereby Grants To
STERLING SUFFOLK RACECOURSE, LLC
A RUNNING HORSE RACING MEETING LICENSE
TO CONDUCT A MATINEE RUNNING HORSE RACING MEETING

At the Track located at:
525 William F. McClellan Highway, East Boston, Suffolk County, known as Suffolk Downs Racecourse

Dates: June 2, 2014 through November 29, 2014: Mondays, Tuesdays, Wednesdays & Saturdays, with the exception of Tuesdays in June. Post time 12:45 P.M. Total of 100 racing performances.

This license will expire on the last day of 2014. The required license fee has been received. This license is subject to rules, regulations and conditions at any time made by the Massachusetts Gaming Commission.

Attention is called to the following provisions of Acts of 1978, c. 374, section 10:
"Every license shall be recorded in the office of the clerk of the city or town in which such racing meetings are held or conducted, at a time not less than five days before the first day of such meeting or forthwith upon the issuance of such license if the same shall be issued after such time. After such license is so recorded, a duly certified copy thereof shall forthwith be displayed and shall be kept so displayed continuously during said racing meeting in the principal business office at such place where such meeting is held and at all reasonable times shall be exhibited to any person requesting to see the same."

2014






IN WITNESS WHEREOF, the undersigned have hereto affixed their original signatures.

This 15th day of November A.D. 2013

A TRUE COPY

ATTEST


Director of Racing - Massachusetts Gaming Commission

 Chairman
 Commissioner
 Commissioner
 Commissioner
 Commissioner

THIS LICENSE IS NOT TRANSFERABLE, EXCEPT WITH THE APPROVAL OF THE COMMISSION.

EXHIBIT C

THE COMMONWEALTH OF MASSACHUSETTS



Third Annual Report
of the
Division of Racing

of the

MASSACHUSETTS GAMING COMMISSION

Stephen Crosby, Chairman
Gayle Cameron, Commissioner
Lloyd Macdonald, Commissioner
James McHugh, Commissioner (ret.)
Bruce Stebbins, Commissioner
Enrique Zuniga, Commissioner

YEAR ENDING
DECEMBER 31, 2015

Analysis of Purses Paid 2014 Compared to Statutory Requirements

	<u>Plainridge</u>	<u>Suffolk</u>
Number of live performances 2013	92	80
Purses paid 2013	<u>\$ 2,131,739</u>	<u>\$ 9,277,664</u>
2013 Average purses per performance	<u>23,171</u>	<u>115,971</u>
Number of live performances 2014	80	65
Purses paid 2014	<u>2,574,902</u>	<u>7,425,874</u>
2014 Average purses per performance	<u>32,186</u>	<u>114,244</u>
Increase (decrease) in 2014 compared to 2013	<u>443,163</u>	<u>(1,851,790)</u>
Average change per performance	<u>9,015</u>	<u>(1,727)</u>
% change per performance	<u>38.9%</u>	<u>(1.5)%</u>
Purse 2013 distribution received	\$ 0	\$ 0
April 2014 (2012 OUT's returned)	<u>140,922</u>	<u>285,130</u>
Total Chapter 139 distributions to track purse accounts	<u>140,922</u>	<u>285,130</u>
Racing commission purse distributions applied to		
2014 purse account	\$ 140,922	\$ 285,130
Purses as a percentage of handle	1,385,823	5,615,140
Premiums received	<u>40,308</u>	<u>668,289</u>
Minimum purses required for 2014	1,550,984	6,568,559
Actual purses paid by track for 2014	<u>2,574,902</u>	<u>7,425,874</u>
Variance - over / (under) statutory amounts	<u>\$ 900,788</u>	<u>\$ 857,315</u>

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

MASSACHUSETTS GAMING COMMISSION

In The Matter of:)
)
)
 STERLING SUFFOLK RACECOURSE, LLC CLAIM TO)
 RECEIVE AND RETAIN SIMULCAST PREMIUMS FOR)
 THE TIME PERIOD OCTOBER 5, 2014 THROUGH)
 JUNE 23, 2015.)
)
)
)

RAYNHAM PARK’S MEMORANDUM IN OPPOSITION
TO SUFFOLK DOWNS’ PRIVATE CLAIM FOR SIMULCAST PREMIUMS

Massasoit Greyhound Association, Inc., d/b/a Raynham Park hereby submits this Memorandum in opposition to the private claim, asserted by Sterling Suffolk Racecourse, LLC (hereinafter, “Suffolk Downs”), that Suffolk Downs is entitled to receive and retain for its private use, simulcast premium payments from Raynham Park for the time period between October 5, 2014 (the first day after Suffolk Downs’ last live racing date in 2014), and June 23, 2015 (the day before the Plainridge Casino first opened for business).

INTRODUCTION

Suffolk Downs would have the Commission prosecute its private claim under the illusion that Raynham Park has a statutory obligation to unjustly enrich Suffolk Downs and the New England Horsemen’s Benevolent and Protective Association, Inc. (“NEHBPA”). Simulcast premiums that are collected by a race track are not the race track’s funds. See M.G.L. c. 128C, §2, at 7th paragraph (*prior to March 31, 2015, all simulcast premiums are statutorily mandated to be paid as purses to winning horsemen, and only after March 31, 2015 may the Commission allow some portion of simulcast premiums to be “used for payment of administrative and horseracing operations” with the remainder still paid to the horsemen as purses*). Contrary to that statute, Suffolk Downs would have the Commission order Raynham Park to pay all simulcast premiums to Suffolk Downs so that it could reap the private benefit of retaining those payments, as its private funds, after paying the NEHBPA no less than \$50,065.00. Statement of Indisputable Material Facts (“SOF”) below, at No. 24. The Commission unquestionably does

not have the authority to adjudicate a private claim that is contrary to law and that is designed to unjustly enrich Suffolk Downs and the NEHBPA.

Raynham Park has no statutory obligation to pay simulcast premiums because there was no entity licensed in Suffolk County to conduct a racing meeting (i.e., live horse racing), during the relevant time period. Between October 5, 2014 and June 23, 2015, Suffolk Downs was not licensed by the Commission or the Legislature to conduct a racing meeting. Suffolk Downs' assertions that it held a racing meeting license for the entire 2014 calendar year, and that the Legislature granted a legislative license to conduct live horse racing for the entire 2015 calendar year, are clearly contradicted by the unambiguous statutory language, the actions of Suffolk Downs when it applied for [non-legislative] licenses under M.G.L. c. 128A for specific live racing dates, and the actual licenses that approved live racing only on specific dates. Between October 5, 2014 and December 31, 2014, Suffolk Downs was not licensed by the Commission or the Legislature to conduct live racing, it did not conduct any live races, and it did not pay any purses. SOF Nos. 10, 18 and 19. Between January 1, 2015 and June 23, 2015, Suffolk Downs was not licensed by the Commission or the Legislature to conduct live racing, it did not conduct any live races, and it did not pay any purses. SOF Nos. 18 and 19. Therefore, as a matter of law, there cannot be any unpaid simulcast premiums owing to the horsemen's purses during either time period. Suffolk Downs conducted only 3 live races in 2015 on September 5, 2015, October 3, 2015 and October 31, 2015. SOF No. 21. The Commission's grant of the 2015 racing meeting license, and the actual 3 days of live racing, occurred after Raynham Park's obligation to pay simulcast premiums had ended. See st. 2015, c.10, §§66-67 and Exhibit 9 at p. 4. Consistent with the special legislation at st. 2015, c.10, §§66-67, the purses for those 3 days of live racing in late 2015 were fully funded with \$1.2M from the Race Horse Development Fund. SOF No. 16.

Moreover, even if Suffolk Downs had a valid claim, the Commission lacks the statutory authority to grant Suffolk Downs' Petition for Suspension or Revocation of Raynham Park's Simulcast Authority. Under the enabling legislation defining the Commission and its authority, the Commission only has the power to suspend or revoke a license awarded by the Commission, See Mass. Gen. Laws ch. 23K, § 1(9). That statute specifically states: "any license awarded by the Commission shall be a revocable privilege and may be conditioned, suspended or revoked. . . ." By contrast, as discussed further below, Raynham Park's simulcast authority is a creature of

legislative action, not awarded by the Commission. It is therefore beyond the scope of the Commission's authority to grant Suffolk Downs' Petition.

STATEMENT OF INDISPUTABLE MATERIAL FACTS.

The following material facts are indisputable:

1. The Simulcast Statute at M.G.L. c. 128C was first enacted in 1992. See St. 1992, c. 101.
2. A separate simulcast license is not issued by the Commission pursuant to M.G.L. c. 128C. Absent special legislation, the right to engage in simulcast wagering is attendant to a licensee's right to conduct a racing meeting under a license issued by the Commission pursuant to M.G.L. c. 128A.
3. Prior to enactment of the Simulcast Statute, Suffolk Downs was not opened for an entire calendar year. Each year Suffolk Downs would open to conduct the specific days of live racing that it was licensed to conduct, and then close when those specific days of live racing had been completed.
4. Suffolk Downs and the NEHBPA entered into a contractual agreement entitled, "*2013 Purse Agreement and Amendment To 2012 Purse Agreement*" dated August 27, 2012 (hereinafter, the "2013 Purse Agreement"). See Exhibit 1.
5. The 2013 Purse Agreement was amended by the "*Amendment To 2013 Purse Agreement and Amendment To 2012 Purse Agreement*", dated June __, 2013, and by the "*Amendment to Purse Agreement Dated August 27, 2012*", dated September 21, 2013. See Exhibit 2.
6. Suffolk Downs submitted to the Commission as part of its application for a 2014 racing meeting license, the 2013 Purse Agreement, the Amendment To 2013 Purse Agreement and Amendment To 2012 Purse Agreement, and the Amendment to Purse Agreement Dated August 27, 2012. Suffolk Downs never provided the Commission with amendments or supplements to the foregoing agreements and that would have been applicable to Suffolk Downs' 2014 racing meeting license and 2015 racing meeting license.

7. The 2013 Purse Agreement acknowledged that Suffolk Downs would apply for a 2014 racing meeting license to conduct 100 days of live racing and not a full calendar year of 365 days of live racing. See Exhibit 1, par. 1(A).

8. On October 1, 2013, Suffolk Downs submitted to the Commission its application for a 2014 racing meeting license. See Exhibit 3. Pursuant to the mandatory requirements in M.G.L. c. 128A, §2, the application specified the specific days and hours that Suffolk Downs intended to conduct its racing meeting during 2014. The application included a specific calendar of 100 live racing days, and did not seek a racing meeting license for 365 days of live racing. See Exhibit 3, at application exhibit 6.

9. On December 6, 2013, and pursuant to M.G.L. c. 128A, §3, the Commission issued Suffolk Downs its 2014 racing meeting license which approved Suffolk Downs' request for 100 specific live racing days. See Exhibit 4, at page 2.

10. With the Commission's approval, Suffolk Downs conducted a total of 65 live racing days during 2014, with the last live racing day and the end of its 2014 racing meeting occurring on October 4, 2014.

11. The 2013 Purse Agreement, which applied to the Suffolk Downs' 2014 racing meeting license, included a definition for "Earned Purse" money which meant that all (100%) of the amounts required to be paid to purses in accordance with applicable law would be Earned Purse money. See Exhibit 1, at Exhibit E, paragraph 2(A). Earned Purse money included 100% of all simulcast premiums. See Exhibit 1, at Exhibit F. Consistent with applicable law, Earned Purse money was required to be paid to the horsemen and could not be retained by Suffolk Downs or paid to the NEHBPA. See Exhibit 1, paragraph 5 and Exhibits A, E and F. The Earned Purse money would then be combined with voluntary, non-statutory funds to create the total purse money which was defined as the "Program Purse". Id.

12. Suffolk Downs did not apply for a racing meeting license for calendar year 2015 before the statutory deadline of October 1, 2014, as prescribed by M.G.L. c. 128A, §2.

13. Suffolk Downs did not submit to the Commission its application for a 2015 racing meeting license before the special legislation at St. 2014, c.436, §1, was repealed on March 31, 2015. See Exhibit 9, p. 3.

14. The special legislation enacted on March 31, 2015 as st. 2015, c.10, §59, gave Suffolk Downs a second opportunity to apply to the Commission for a 2015 racing meeting license. See Exhibit 9, at pp. 3-4. Suffolk Downs eventually filed with the Commission its “Supplemental Application For License To Hold Or Conduct A Racing Meeting”. See Exhibit 5. The 2015 application sought a chapter 128A racing meeting license from the Commission and did not assert that Suffolk Downs already held a racing meeting license issued by the Legislature pursuant to the special legislation at St. 2015, c.10, §59. See also Exhibit 5, p. 5, lines 13-15; Exhibit 6, pp. 5, 53-56 (*Commission’s staff acknowledged that Suffolk Downs was applying for a racing meeting license under M.G.L. c. 128A, §3*). Suffolk Downs’ 2015 application requested a chapter 128A racing meeting license to conduct only 3 live racing days of August 8, 2015, July 11, 2015 and September 5, 2015. Id.

15. At Public Meeting #158, dated July 23, 2015, the Commission tabled Suffolk Downs’ application for a 2015 racing meeting application for two weeks. See Exhibit 6, pp. 70-73.

16. At Public Meeting #160, held on August 6, 2015, the Commission approved Suffolk Downs’ application for a 2015 racing meeting license, consisting of only 3 live racing days to be held on September 5, 2015, October 3, 2015 and October 31, 2015. See Exhibit 7, at p. 234. Suffolk Downs requested, and received, the following money from the Race Horse Development Fund: \$1.2M to be paid to horsemen’s purses, and \$225K to be paid to the NEHBPA. Id., at p. 242.

17. Between October 5, 2014 and June 23, 2015, Suffolk Downs was not licensed by the Commission or the Legislature to conduct any racing meetings.

18. Between October 5, 2014 and June 23, 2015, Suffolk Downs did not conduct any racing meetings.

19. Between October 5, 2014 and June 23, 2015, Suffolk Downs did not pay any purses.
20. On June 24, 2015, the Plainridge Casino first began its gaming operations as the category 2 licensee issued pursuant to chapter 23K of the General Laws.
21. Suffolk Downs' conducted 3 days of live racing on September 5, 2015, October 3, 2015 and October 31, 2015. Suffolk Downs' 2015 racing meeting license ended on October 31, 2015 when it conducted its last live race.
22. Suffolk Downs and the NEHBPA entered into the 2016 Purse Agreement dated May 23, 2016. See Exhibit 8. Suffolk Downs did not provide the Commission with a complete copy of the 2016 Purse Agreement because Exhibits A and B thereto were omitted. Suffolk Downs also did not provide the Commission with a copy of the written agreement between Suffolk Downs and the NEHBPA, dated March 29, 2014, which agreement is referenced as the 2014 Purse Agreement in paragraph 20 of the 2016 Purse Agreement.
23. In violation of M.G.L. c. 128C, §2, the 2016 Purse Agreement requires Suffolk Downs to summarily pay the NEHBPA all simulcast premiums that are attributed to simulcast wagering in 2016. See Exhibit 8, at paragraphs 7 and 8.
24. The 2016 Purse Agreement provides, in paragraph 20, that any payments received by Suffolk Downs as a result of the instant claim shall be redistributed as follows: (i) the first \$50,065.00 that is attributed to 2014 simulcast premiums will be paid to the NEHBPA with any excess retained by Suffolk Downs, and (ii) all (100%) of any 2015 simulcast premiums shall be paid to the NEHBPA.
25. By letter dated May 16, 2016, Suffolk Downs filed its private claim for simulcast premiums with the Commission. See Exhibit 10.
26. On June 9, 2016, the NEHBPA filed a lawsuit against the Massachusetts Thoroughbred Horsemen's Association, Inc. and the Middleborough Agricultural Society in the U.S. District Court for the District of Massachusetts (Civil Action No. 1:16-CV-11079-FDS).

27. In 2009, being the last year that Raynham Park conducted live greyhound races, Raynham Park received \$158,605.00 in annual simulcast premium payments for that year.

DISCUSSION

I. THE COMMISSION LACKS THE AUTHORITY TO ADJUDICATE SUFFOLK DOWNS' PRIVATE CLAIM TO RECEIVE AND RETAIN SIMULCAST PREMIUMS, OR TO REVOKE OR SUSPEND RAYNHAM PARK'S LEGISLATIVE SIMULCAST LICENSE.

As Suffolk Downs correctly points out, in various legislative acts, Raynham Park is referred to as “the greyhound meeting licensee in Bristol county.” See e.g., St. 2011, c. 194 §92; St. 2014, c. 165, §191, which states specifically that “Notwithstanding Section 2 of Chapter 128A of the General Laws and sections 1, 2 and 2A of Chapter 128C of the General Laws or any other general or special law, rule or regulation to the contrary, the greyhound meeting licensee located in Bristol County [and another licensee] licensed to conduct simulcast wagering . . . shall remain licensed until [July 31, 2016]...” Exhibit 9. That date was extended to July 31, 2017 by St. 2016, c. 176, §12A.

As such, Raynham Park’s license is derived from express legislative action and not an award by the Commission. Inasmuch as the Commission’s power to suspend or revoke a license is expressly limited to those licenses “awarded by the Commission” under Mass. Gen. Law ch. 23K, §1(9), the Commission has no authority to grant Suffolk Downs’ Petition here.

Of course, the Commission has the power to “administer” licenses generally (under Mass. Gen. Laws ch. 23K §7), but administering (and enforcing) licenses is very different from adjudicating a petition to suspend or revoke. Such police power as the Commission may have here may not be used there to aid Suffolk Downs in what is effectively a private claim.

Adjudication is the legal process by which an arbiter or judge reviews evidence and argument, including legal reasoning set forth by opposing parties or litigants to come to a decision which determines rights and obligations between the parties involved. In fact, the Commission’s own regulations on adjudicatory proceedings do not encompass the type of Petition advanced here by Suffolk Downs. See 205 CMR §101.01(2), describing the type of such hearings which shall be

held by the Commission. That is a process which must be left to the Superior Court in this instance. Notwithstanding, if the Commission determines it does have authority to address Suffolk Downs' Petition, Suffolk Downs' claims fail as a matter of law.

II. AS A MATTER OF LAW, SUFFOLK DOWNS AND THE NEHBPA ARE NOT ENTITLED TO RECEIVE AND RETAIN SIMULCAST PREMIUMS FOR THEIR PRIVATE BENEFIT.

Simulcast premiums are not the private funds of Suffolk Downs or the NEHBPA. At all times prior to March 31, 2015, simulcast premiums were statutorily mandated to be held in the applicable purse account and then paid as purse money to the winning horsemen. Neither the race track nor the horsemen's association were statutorily allowed to use any portion of simulcast premiums as their private funds.

“All premiums received by a running horse racing meeting licensee, harness horse racing meeting licensee or greyhound racing meeting licensee pursuant to this section shall be paid into the purse accounts of the horsemen or dogmen, respectively, at the race track licensee where the premiums were received and paid to the horsemen or dogmen as purses . . . Each race track licensee shall file with the commission, within 90 days of the end of each calendar year, an accounting of the use and disbursement during such calendar year of any and all premiums paid into such purse accounts.”

(M.G.L. c. 128C, §2, at 7th paragraph; emphasis supplied. Amendment effective March 31, 2015 excluded. See Exhibit 11.)

Effective March 31, 2015, the Legislature amended M.G.L. c. 128C, §2, whereby the Commission may allow some portion of simulcast premiums to be “*used for payment of administrative and horseracing operations*”, but with the remainder of all simulcast premiums still mandated to be paid to the horsemen as purses and not retained by the race track or the horsemen's association as their private, cash kitty. See Exhibit 11. Suffolk Downs never obtained the Commission's approval that it could use the simulcast premiums now at issue for administrative and horseracing operations incurred after March 31, 2015. In fact, Suffolk Downs and the NEHBPA have already received, through the Commission, 100% of their requested funds for administrative and horseracing operations for the minimal 3 day racing meeting in 2015. SOF No. 16.

The 2013 Purse Agreement, which applied to the Suffolk Downs' 2014 racing meeting license, was consistent with M.G.L. c. 128C, §2 (in effect prior to March 31, 2015). The 2013

Purse Agreement included a definition of “Earned Purse” money which is all (100%) amounts required to be paid to purses in accordance with applicable law. SOF No. 11 and Exhibit 1, at Exhibit E, paragraph 2(A). The Earned Purse money had to include 100% of all simulcast premiums. SOF No. 11 and Exhibit 1, at Exhibit F. Consistent with M.G.L. c. 128C, §2, the Earned Purse money was required to be paid to the horsemen and could not be retained by Suffolk Downs or paid to the NEHBPA. SOF No. 11 and Exhibit 1, paragraph 5 and Exhibits A, E and F. The Earned Purse money had to be combined with voluntary, non-statutory funds to create the total purse money which was defined as the “Program Purse”. Id.

Suffolk Downs was statutorily required to file with the Commission, within 90 days following the end of calendar year 2014, an accounting of its use and disbursement of all simulcast premiums that were received and paid during that year. See M.G.L. c. 128C, §2, at 7th paragraph, quoted above. For the 2014 and 2015 calendar years, and perhaps more, Suffolk Downs has failed to provide the statutorily mandated “accounting” that should set forth: (i) the amount of the simulcast premiums received from all sources, and (ii) the amounts paid to purses. The Commission should demand this accounting from Suffolk Downs, and given the circumstances of this unjust claim, it should conduct the audit that is also prescribed in that section of the law.

- (i) Suffolk Downs Claim Is For the Private Benefit Of Suffolk Downs And The NEHBPA And Is Not For Horsemen’s Purses Or The Earned Purses.

Suffolk Downs and the NEHBPA entered into the 2016 Purse Agreement dated May 23, 2016. SOF No. 22 and Exhibit 8. Suffolk Downs did not provide the Commission with a complete copy of the 2016 Purse Agreement because Exhibits A and B thereto were omitted. Suffolk Downs also did not provide the Commission with a copy of the written agreement between Suffolk Downs and the NEHBPA, dated March 29, 2014, which agreement is referenced as the 2014 Purse Agreement in paragraph 20 of the 2016 Purse Agreement. Id.

In violation of M.G.L. c. 128C, §2, the 2016 Purse Agreement requires Suffolk Downs to summarily pay the NEHBPA all simulcast premiums that are attributed to simulcast wagering in 2016. SOF No. 23 and Exhibit 8, at paragraphs 7 and 8. More importantly, and also in violation of law, *the 2016 Purse Agreement provides, in paragraph 20, that any payments received by Suffolk Downs as a result of the instant claim shall be redistributed as follows: (i) the first*

\$50,065.00 that is attributed to 2014 simulcast premiums must be paid to the NEHBPA with any excess retained by Suffolk Downs, and (ii) all (100%) of any 2015 simulcast premiums must be paid to the NEHBPA. SOF No. 24. This critical agreement to divide and retain the fruits of an unjust claim were conveniently omitted from the claim letters that Suffolk Downs has submitted to the Commission.

Suffolk Downs' claim is nothing more than a cloaked attempt to extort unjust simulcast premium payments for the private use of Suffolk Downs and the NEHBPA. Their tactics included the almost simultaneous filing of the frivolous lawsuit against the Massachusetts Thoroughbred Horsemen's Association, Inc. and the Middleborough Agricultural Society. SOF No. 26. Suffolk Downs use and disbursement of simulcast premiums is now highly suspect, especially given that it has never filed a proper accounting as required by law. The Commission should recognize that it has no authority to act on this private claim, but demand that Suffolk Downs provide an accurate accounting of its use and disbursement of simulcast premiums since the formation of the Commission in 2011. That accounting should include the amount of simulcast premiums that have been paid to Suffolk Downs by its affiliate, the Wonderland greyhound racing meeting licensee that operates from the same facility and utilizes the same tellers to accept wagers from the public. The accounting should also examine how wagers are recorded between the (Wonderland) greyhound racing meeting licensee and the running horse racing meeting licensee, and whether Suffolk Downs is allocating and paying the proper amounts that Wonderland is mandated to pay into the Greyhound Capital Improvements Trust Fund and the Greyhound Promotional Trust Fund. That allocation is vital because an over-allocation of wagering by the running horse racing meeting licensee, and under-allocating of wagering by Wonderland, would result in Suffolk Downs improperly receiving public trust funds for capital improvements and promotional costs that are statutorily earmarked for other purposes.

Suffolk Downs and the NEHBPA are not entitled to divide and retain, for their private benefit, the simulcast premiums at issue. This private claim must be denied by the Commission.

III. **SUFFOLK DOWNS' CLAIM TO RECEIVE AND RETAIN SIMULCAST PREMIUMS IS GROUNDLESS AS A MATTER OF LAW BECAUSE IT DID NOT POSSESS A RACING MEETING LICENSE TO CONDUCT LIVE RACING BETWEEN OCTOBER 5, 2014 AND DECEMBER 31, 2014.**

(i) The Enabling Licensing Statute Prohibits The Issuance of A Calendar Year Racing Meeting License.

Suffolk Downs erroneously asserts that it was licensed as a “*racing meeting licensee*” in Suffolk County that “*continued to conduct live racing*” for the entire 2014 calendar year, and for that reason, Raynham Park must pay simulcast premiums through to December 31, 2014. It is indisputable that, as a matter of law and fact, Suffolk Downs was not licensed to conduct 365 days of live racing during calendar year 2014.

Historically, Suffolk Downs never opened for an entire calendar year prior to enactment of the Simulcast Statute at chapter 128C of the General Laws. SOF No. 3. Each year Suffolk Downs would open to conduct a schedule of specific live racing days that it had been licensed to conduct, and then close when those specific days of live racing had been completed. *Id.* Suffolk Downs’ live racing meeting license was so structured because the enabling statute expressly limits the prospective licensee’s application to specific live racing days and hours which cannot be for an entire calendar year. *See* M.G.L. c. 128A, §2, at Exhibit 12. The former State Racing Commission, and this Commission, have been prohibited from issuing a 365 day calendar year license because it is mathematically impossible to grant a 365 day calendar year license while concurrently complying with the statutory limitation that there shall not be more than 200 days of total live running horse racing days in any calendar year.

“If any application for a license, filed as provided by section two, shall be in accordance with the provisions of this chapter, the commission, . . . may issue a license to the applicant to conduct a racing meeting, in accordance with the provisions of this chapter . . . Such license shall state:

- (1) The name of the person to whom the same is issued,*
- (2) The location of the race track where the racing meeting thereby authorized is to be held,*
- (3) **The days on which such meeting may be held or conducted,***
- (4) **The hours of each day between which racing may take place at such meeting, and***
- (5) That the required license fee has been received by the commission.*

No license shall be issued which would permit a racing meeting to be held or conducted except under the following conditions:

- (a) **No license shall be issued for more than an aggregate of 200 days in any 1 year at all running horse racing meetings combined, not including running horse racing meetings held in connection with state or county fairs; provided, however, that up to 200 days may be awarded in Suffolk county only.***

(M.G.L. c. 128A, §3; emphasis supplied. See Exhibit 13.)

The Legislature recognized that a calendar year racing meeting license was prohibited when it enacted the Simulcast Statute which does not provide for a separate and distinct simulcast license from the Commission. SOF No. 2. Absent special legislation, the right to engage in simulcast wagering is attendant to a licensee's right to conduct a live racing meeting under a license issued by the Commission pursuant to chapter 128A. *Id.* See also M.G.L. c. 128C, §2 (*a racing meeting licensee under chapter 128A has the right to simulcast live races but that right may only be exercised on a calendar day on which the licensee conducts a live racing performance, a Dark Day, or during a Dark Season*). The Legislature provided a statutory scheme whereby simulcast wagering could be conducted year-round notwithstanding the absence of a calendar year racing meeting license. The Simulcast Statute provides for simulcast wagering during a Dark Season, which is defined as "*that period of consecutive days between racing seasons during which a racing meeting licensee may not conduct live racing performances*". M.G.L. c. 128C, §1. Suffolk Downs could simulcast throughout each of its Racing Seasons and successive Dark Seasons, provided it had applied for and received a racing meeting license for the subsequent calendar year. The statutory right to simulcast during a Dark Season never acted to extend any of Suffolk Downs' racing meeting licenses for a full calendar year of live racing. As a matter of law, Suffolk Downs could not and did not obtain a 2014 racing meeting license that allowed it to conduct a full calendar year of live racing.

(ii) Suffolk Downs Did Not Apply For A 2014 Racing Meeting License To Conduct A Full Calendar Year Of Live Racing And Did Not Receive Such A License.

Suffolk Downs and the NEHBPA entered into a contractual agreement entitled, "*2103 Purse Agreement and Amendment To 2012 Purse Agreement*" dated August 27, 2012 (hereinafter, the "2013 Purse Agreement"). SOF No. 4 and Exhibit 1. The 2013 Purse Agreement was amended by the "*Amendment To 2103 Purse Agreement and Amendment To 2012 Purse Agreement*", dated June __, 2013, and by the "*Amendment to Purse Agreement Dated August 27, 2012*", dated September 21, 2013. SOF No. 5 and Exhibit 2.

Suffolk Downs then submitted to the Commission, as part of its application for a 2014 racing meeting license, the 2013 Purse Agreement, but never provided the Commission with additional amendments or supplements that expressly extended the term of the 2013 Purse Agreement to run concurrently with the term of the 2014 racing meeting license and the eventual

2015 racing meeting license. SOF No. 6. Suffolk Downs also failed to file with the Commission an agreement dated March 29, 2014 that Suffolk Downs and the NEHBPA later referred to as the “2014 Purse Agreement” in paragraph 20 of their 2016 Purse Agreement. SOF 22. The 2013 Purse Agreement acknowledged that Suffolk Downs would apply for a 2014 racing meeting license to conduct 100 days of live racing and not a full calendar year of 365 days of live racing. SOF No. 7.

On October 1, 2013, Suffolk Downs submitted to the Commission its application for a 2014 racing meeting license. SOF No. 8 and Exhibit 3. Pursuant to the mandatory requirements in M.G.L. c. 128A, §2, the application specified the specific days and hours that Suffolk Downs intended to conduct its racing meeting during 2014. The application included a specific calendar of 100 live racing days, and did not seek a racing meeting license for 365 days of live racing. *Id.*

On December 6, 2013, and pursuant to M.G.L. c. 128A, §3, the Commission issued Suffolk Downs its 2014 racing meeting license for 100 live racing days to be conducted on the specific days that were identified in Suffolk Downs’ application. SOF No. 9 and Exhibit 4, at page 2. With the Commission’s approval, Suffolk Downs ultimately conducted only 65 live racing days during 2014, with the last live racing day and the end of its 2014 racing meeting and 2014 “Racing Season” occurring on October 4, 2014. SOF No. 10.

Suffolk Downs did not apply for a follow-on racing meeting license for calendar year 2015 before the statutory deadline of October 1, 2014, as prescribed by M.G.L. c. 128A, §2. SOF No. 12.

It is indisputable that Suffolk Downs never applied for a calendar year racing meeting license when it sought only 100 live racing days, and it did not act as if it had a calendar year racing meeting license when it negotiated a 100 day live racing schedule with the NEHBPA and later reduced those live racing days from 100 to 65. Suffolk Downs present assertion that its 2014 racing meeting license allowed a full calendar year of live racing is unfounded and inconsistent with its application and actions. The actual 2014 racing meeting license stated, in part, that “. . . *the Applicant shall be awarded a license to hold or conduct a racing meeting for calendar year 2014, subject to any conditions outlined in this Order and subject to compliance with all applicable laws . . .*”. *See* Exhibit 4, page 3, last paragraph. That isolated phrase cannot be construed as the issuance of a calendar year live racing license. Apart from failing to apply for a calendar year license and the clear statutory restrictions that prohibit issuing such a license, the referenced language was expressly subject to compliance with applicable law and did not

state that *the Applicant shall be awarded a license to hold or conduct a racing meeting for* [the entire] *calendar year 2014*. When read in its entirety, and consistent with Suffolk Downs' 2014 application and the license restrictions in M.G.L. c. 128A, §3, the 2014 racing meeting license cannot be a calendar year license that allowed a full 365 days of live racing. Suffolk Downs' 2014 "Racing Season" ended when Suffolk Downs conducted its last live race on October 4, 2014.

IV. SUFFOLK DOWNS' CLAIM TO RECEIVE AND RETAIN SIMULCAST PREMIUMS IS GROUNDLESS AS A MATTER OF LAW BECAUSE IT DID NOT POSSESS A RACING MEETING LICENSE TO CONDUCT LIVE RACING BETWEEN JANUARY 1, 2015 AND JUNE 23, 2015.

Any person who desires to conduct live racing meetings must apply each year to the Commission for a chapter 128A license to do so. The application must be filed on or before the first day of October in the calendar year that precedes the year in which the racing meetings would be held. M.G.L. c. 128A, §2. Any failure to timely file an application precludes the Commission from issuing a racing meeting license. *Id.* See also Berkshire Downs, Inc. v. State Racing Commission et al., 350 Mass. 695, 701 (1966) (statutory deadline in earlier version of G.L. c. 128A, §2 had to be met).

Suffolk Downs did not apply for a 2015 racing meeting license by the October 1, 2014 statutory deadline. SOF No. 12. As a result, under then existing law, Suffolk Downs was no longer a racing meeting licensee and was precluded from applying for a 2015 racing meeting license.¹ Suffolk Downs and the Legislature were well aware of the licensing dilemma which is obviously why Suffolk Downs obtained the special legislation that was enacted on January 2, 2015 under st. 2014, c.436, §1. See Exhibit 9, at p. 3. That special legislation adopted the same key language that had given Raynham Park and Wonderland a "Legislative Simulcast License"

¹ Suffolk Downs failure to apply for re-licensure by the statutory deadline was also a voluntary abandonment of its 2014 racing meeting license. See, Opinion of the Massachusetts Attorney General in the Matter of the Franklin Fair Association, Inc., dated March 11, 1963, at p. 121 (as a matter of law, a pari-mutuel license automatically becomes a nullity once the licensee no longer has the right or ability to exercise the license. No formal act of license revocation is necessary). Principle followed, Franklin Fair Association, Inc. v. State Racing Commission, 347 Mass. 118 (1964). Suffolk Downs' former racing meeting license became a legal nullity after October 4, 2014, when it completed its last racing day and abandoned its right to seek re-licensure by the October 1, 2014 statutory deadline.

since 2009. See compilation of relevant special legislation at Exhibit 9. Effective January 2, 2015, Suffolk Downs held the same Legislative Simulcast License that was provided to Raynham Park and Wonderland, and Suffolk Downs was expressly precluded from conducting live racing unless it applied for and received a live racing license from the Commission pursuant to chapter 128A.

Suffolk Downs did not submit to the Commission an application for a 2015 racing meeting license before the special legislation at st. 2014, c.436, §1, was repealed on March 31, 2015. SOF No. 13. Suffolk Downs cannot now prosecute its private claim under that repealed statute which is no longer valid law.

A second body of special legislation was enacted on March 31, 2015 as st. 2015, c.10, §59. That special legislation revived Suffolk Downs' Legislative Simulcast License and provided a second opportunity to apply to the Commission for a 2015 racing meeting license under chapter 128A. SOF No. 14 and Exhibit 9, at pp. 3-4. In that same special legislation the Legislature also eliminated Raynham Park's obligation to pay simulcast premiums from and after the Plainridge Casino opened for business. See st. 2015, c.10, §§ 66-67, and Exhibit 9 at p 4. The Legislature obviously harmonized the legislative changes that impacted Suffolk Downs and Raynham Park because those changes were contained in the same legislation. Pursuant to the special legislation, Raynham Park would have been obligated to pay simulcast premiums in 2015 only if Suffolk Downs applied for and received a chapter 128A live racing license. Raynham Park would have no such obligation if Suffolk Downs failed to so apply for a second time, or if a chapter 128A license was not granted by the Commission, or if the chapter 128A license was granted after the Plainridge Casino opened. The later event eventually occurred which excuses Raynham Park from paying simulcast premiums during Suffolk Downs' 3 day live racing meeting.

Suffolk Downs did eventually file with the Commission its "*Supplemental Application For License To Hold Or Conduct A Racing Meeting*". See Exhibit 5. The 2015 application sought a chapter 128A racing meeting license from the Commission for only 3 days of live racing and did not assert that Suffolk Downs already held a racing meeting license issued by the Legislature under st. 2015, c.10, §59 or any other authority. See also Exhibit 5, p. 5, lines 13-15;

Exhibit 6, pp. 5, 53-56 (*Commission's staff acknowledged that Suffolk Downs was applying for a racing meeting license under M.G.L. c. 128A, §3*).

At Public Meeting #158, dated July 23, 2015, the Commission tabled Suffolk Downs' application for a 2015 racing meeting application for two weeks. SOF No. 15 and Exhibit 6, pp. 70-73.

At Public Meeting #160, held on August 6, 2015, the Commission approved Suffolk Downs' application for a 2015 racing meeting license, consisting of only 3 live racing days to be held on September 5, 2015, October 3, 2015 and October 31, 2015. SOF No. 16 and Exhibit 7, at p. 234. Suffolk Downs' 2015 licensing date was after the Plainridge Casino opened for business on June 24, 2015. SOF No. 20. The timing of these events, as harmonized by the Legislature in st. 2015, c.10, §§ 59, 66-67, legislatively excused Raynham Park from paying Suffolk Downs any simulcast premiums for its 2015 racing meeting. In fact, Suffolk Downs and the NEHBPA both requested and received from the Commission all of the funding that they wanted from the Race Horse Development Fund: \$1.2M was provided for horsemen's purses, and \$225K was provided to the NEHBPA for payment of administrative and horseracing operations. SOF No. 16 and Exhibit 7 at p. 242.

Between January 1, 2015 and June 23, 2015, Suffolk Downs had no right to receive simulcast premiums because it was not licensed by the Commission or the Legislature to conduct any racing meetings, it did not actually conduct any racing meetings and it did not pay any purses. SOF Nos. 17-19. Suffolk Downs seeks to circumvent those hurdles by arguing that the unambiguous language in the special legislation gave it a live racing license from the Legislature, and not from the Commission, based on the phrase "racing meeting licensee" that appears in the legislation. Suffolk Downs' action in submitting its 2015 application to the Commission *for a chapter 128A live racing license* belies that argument. In addition, Suffolk Downs cannot selectively ignore the remaining provisions in the special legislation which expressly modify the meaning of "racing meeting licensee" by requiring that all days would be "Dark Days" (defined as non-racing days in chapter 128C), and precluding Suffolk Downs from live racing unless and until it applied for and is granted a live racing license pursuant to chapter 128A.

"SECTION 59. Notwithstanding . . . any other general or special law to the contrary, the running race horse meeting licensee located in Suffolk county licensed to conduct live

racings pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2014 shall remain licensed as a running horse racing meeting licensee until July 31, 2016 and shall remain authorized to conduct simulcast wagering pursuant to said chapter 128C for the entirety of any year in which at least 1 day and not more than 50 days of live running horse racing is conducted at the licensee's facility; provided, however, that the days between January 1 and December 31 of each year shall be dark days pursuant to said chapter 128C and the licensee shall be precluded from conducting live racing during that period, unless it applies for and is granted a supplemental live racing license pursuant to said chapter 128A; . . .”

(st. 2015, c.10, § 59, emphasis supplied.)

A fundamental tenet of statutory interpretation is that statutory language should be given effect consistent with its plain meaning and in light of the aim of the Legislature unless to do so would achieve an illogical result. See *Cohen v. Commissioner of the Div. of Med. Assistance*, 423 Mass. 399, 409, 668 N.E.2d 769 (1996), cert. denied sub nom. *Kokoska v. Bullen*, 519 U.S. 1057, 117 S.Ct. 687, 136 L.Ed.2d 611 (1997); *O'Brien v. Massachusetts Bay Transp. Auth.*, 405 Mass. 439, 443–444, 541 N.E.2d 334 (1989); *Commonwealth v. Vickey*, 381 Mass. 762, 767, 412 N.E.2d 877 (1980). No words in a statute are to be regarded as superfluous, but each is to be given its ordinary meaning without overemphasizing its effect upon the other terms appearing in the statute, so that the enactment considered as a whole shall constitute a consistent and harmonious statutory provision capable of effectuating the presumed intention of the Legislature. *Commonwealth v. Woods Hole, Martha's Vineyard & Nantucket S.S. Auth.*, 352 Mass. 617, 618, 227 N.E.2d 357 (1967), quoting *Bolster v. Commissioner of Corps. & Taxation*, 319 Mass. 81, 84–85, 64 N.E.2d 645 (1946). Suffolk Downs' complete disregard for the extensive provisions that modify the meaning of “racing meeting licensee” is improper and ineffective. Suffolk Downs was only granted a Legislative Simulcast License from the Legislature, as also granted to Raynham Park and Wonderland. Suffolk Downs' 2015 live racing license was granted by the Commission, pursuant to chapter 128A, and that occurred after Raynham Park was legislatively excused from paying simulcast premiums.

V. IF SUFFOLK DOWNS' PRIVATE CLAIM IS ACCEPTED BY THE COMMISSION, THEN THE COMMISSION MUST ALSO ORDER THAT RAYNHAM PARK IS OWED SIMULCAST PREMIUM PAYMENTS FROM 2010 THROUGH TO THE CURRENT DATE AND BEYOND.

The operative language at issue in Suffolk Downs' special legislation has been the same language that the Legislature has consistently used for the benefit of Raynham Park and Wonderland since 2009. The legislative language for Raynham Park and Wonderland has been:

“Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2 and 2A of chapter 128C of the General Laws or any other general or special law to the contrary, the greyhound racing meeting licensee located in Bristol county and the greyhound racing meeting licensee located in Suffolk County . . . shall remain licensed as a greyhound racing meeting licensee until . . .”.

(St. 2009, c. 167, §14; St. 2010, c. 203, §15; St. 2011, c. 77, §14; St. 2011, c. 194, §92; St. 2014, c.165, §191; St. 2016, c. 176, §12A. Emphasis supplied. See compilation of special legislation at Exhibit 9.)

The legislative language at issue with Suffolk Downs is identical in all material respects:

“Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2, 2A and 4 of chapter 128C of the General Laws or any other general or special law to the contrary, the running race horse meeting licensee located in Suffolk county . . . shall remain licensed as a running horse racing meeting licensee until . . .”.

(St. 2014, c.436, §1; St. 2015, c.10, §59. Emphasis supplied.)

If the Commission were to adopt Suffolk Downs' baseless interpretation that the operative statutory language entitles Suffolk Downs to receive simulcast premiums during time periods when it could not conduct live racing, then the Commission would be obligated to apply that interpretation consistently when administering Raynham Park's right to receive simulcast premiums as the greyhound racing meeting licensee located in Bristol County. The existing simulcast law at M.G.L. c. 128C, §2(4), still requires the harness horse racing meeting licensee in Norfolk County to pay simulcast premiums to the greyhound racing meeting licensee located in Bristol County (i.e., Raynham Park). Raynham Park last conducted live racing during calendar year 2009 and received \$158,605.00 in simulcast premiums for that year. SOF No. 27. Some 6 1/2 years have now transpired without Raynham Park receiving any additional simulcast premiums. Based on the historical amount of \$158,605, if the Commission accepts Suffolk

Downs' statutory interpretation, then the Commission would also be required to enforce Raynham Park's claim for past-due simulcast premiums that would be in excess of \$1 Million Dollars, as well as Raynham Park's continuing right to receive simulcast premiums.

VI. CONCLUSION.

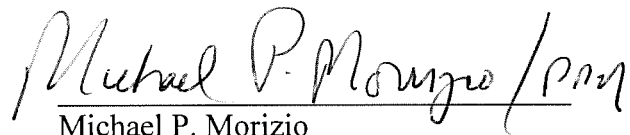
For all the reasons set forth herein, Suffolk Downs' Petition for Suspension or Revocation of Raynham Park's Simulcasting Authority must be denied.

Dated:

Massasoit Greyhound Association, Inc.
d/b/a Raynham Park

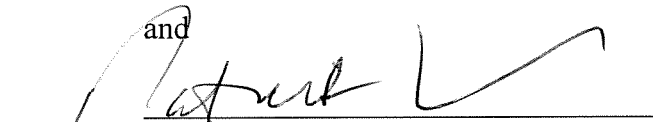
September 22, 2016

By its attorneys,



Michael P. Morizio
BBO# 549593
MORIZIO LAW, P.C.
20 Park Plaza, Suite 400
Boston, MA 02116
617-938-3737

and



Patrick P. Dinardo
BBO #1215250
SULLIVAN & WORCESTER LLP
One Post Office Square
Boston, Massachusetts 02109
617-338-2800

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2013 PURSE AGREEMENT
AND AMENDMENT TO 2012 PURSE AGREEMENT

This Agreement is entered into by and between Sterling Suffolk Racecourse LLC (hereinafter referred to as the "Association"), a Massachusetts limited liability company, and the New England Horsemen's Benevolent and Protective Association, Inc. (hereinafter referred to as the "NEHBPA"), to be effective as of August __, 2012.

WITNESSETH

WHEREAS, the Association and the NEHBPA (the "Parties") have previously entered into an agreement relative to the conduct of racing at the premises of the Association commonly known as Suffolk Downs dated as of January 20, 2005 for the term extending through June 30, 2008, which term expiration date has been extended by the parties through May 31, 2013 (the "Recognition Agreement");

WHEREAS, the Parties have agreed to extend the term of the Recognition Agreement through at least May 31, 2014;

WHEREAS, pursuant to Article VI of the Recognition Agreement, the Parties have agreed to negotiate and reach agreement, inter alia, relative to the purses and schedule for the thoroughbred horse racing meet to be conducted by the Association at the facility known as Suffolk Downs, East Boston, Massachusetts, during the calendar year 2013 (the "2013 Meet"); and

WHEREAS, the Parties have agreed to amend certain provisions set forth in that certain Purse Agreement by and between the Association and the NEHBPA having an effective date of January 1, 2012 (the "2012 Purse Agreement").

NOW THEREFORE, the Parties, intending to be bound hereby and in consideration of the mutual promises herein set forth, agree as follows:

1A) **2013 MEET; NON-OPPOSITION TO AN 80-DAY MEET.** The Association and the NEHBPA acknowledge that the Association intends to apply for and receive a thoroughbred horse racing license for a 2013 Meet, and that such application will contemplate conducting 100 days of live racing with 900 races. The Parties also acknowledge that, in the event the 2013 Racing Legislation (as defined below) becomes law, the Association intends to shorten the 2013 Meet by advancing the termination date of the 2013 Meet. The Parties agree that the 2013 Meet will include at least 80 days of live racing and at least 720 races and shall be conducted in accordance with the terms set forth on Exhibit F hereto, subject to increases as described in Exhibit E hereto.

The Parties acknowledge that, under Chapter 128C of the Massachusetts General Laws (the "General Laws") in effect at the time this agreement is being executed, the Association would for the 2013 Meet be required to conduct a meet of at least 100 days of live racing with 900 races to maintain its eligibility to accept wagers on simulcasts (the "Live Racing Condition") in 2013. The Association intends to support legislation to be considered by the Massachusetts legislature and enacted into law reducing the Live Racing Condition to 80 days and 720 races for 2013. The NEHBPA agrees that, upon execution of this Agreement and through December 31, 2013, it and its officers, board members, employees, attorneys, and lobbyists, and any person acting with the authorization of the foregoing to speak on behalf of the NEHBPA (the "NEHBPA Parties") shall not oppose legislation that reduces the Live Racing Condition for 2013 to at least 80 days and at least 720 races (the "2013 Racing Legislation") and shall not encourage others to oppose the 2013 Racing Legislation (the "Non-Opposition Obligation").

The NEHBPA agrees to provide a letter addressed to the Association stating that the NEHBPA has agreed to a purse agreement for 2013 providing for 80 days of live racing with 720 races and that the NEHBPA does not oppose legislation that reduces the Live Racing Condition for 2013 to 80 days and 720 races. The Parties acknowledge their mutual desire that the 2013 Racing Legislation be enacted as soon as possible and the Parties agree that they and the NEHBPA Parties shall not advocate for or encourage others to advocate for a delay in passage of such legislation. The Non-Opposition Obligation shall not extend to any portion of the 2013 Racing Legislation other than the reduction of the Live Racing Condition as stated above, and the HBPA reserves its right to oppose portions of any proposed legislation other than the reduction of the Live Racing Condition as stated above. Actions contrary to the Non-Opposition Obligation taken by an individual who was not an NEHBPA Party on the date hereof and continued not to be an NEHBPA Party from the date hereof through the date of such action shall not constitute a breach of the Non-Opposition Obligation. Notwithstanding the previous sentence, it shall be a breach of the Non-Opposition Obligation if any person takes action contrary to the Non-Opposition Obligation and then becomes an NEHBPA Party again prior to the earlier of the enactment of the 2013 Racing Legislation or December 31, 2013.

The NEHBPA agrees that, if the Association conducts an 80-day 2013 Meet with program purses of \$8,500,000.00 as contemplated by this Agreement, then regardless of whether the Association satisfies or appears to be positioned to satisfy the Live Racing Condition, the NEHBPA shall not challenge in any forum, and shall not induce or support any challenge by anyone else in any forum to, the Association's ability to continue simulcasting in 2013.

1B) **AGREEMENTS REGARDING 2012 PURSE AGREEMENT.** The Parties hereby amend the 2012 Purse Agreement by deleting the number "\$8,250,000" occurring in the last paragraph of Section 1A thereof and in Section 2(A) of Exhibit E thereof, and replacing it with the number "\$8,500,000". Notwithstanding provisions to the contrary in this Agreement, the Association agrees to reschedule the live racing day cancelled on July 17, 2012 due to weather conditions. The NEHBPA acknowledges that all purse payments made prior to the date hereof, whether or not consistent with Exhibit A hereto, have been approved by the NEHBPA and shall be credited in calculations of purse payments made by the Association.

1C) **MATERIAL TERMS; AGREEMENT FOR 2013; NON-CONFIDENTIALITY.** The NEHBPA acknowledges that its non-opposition to the 2013 Racing Legislation is a material term of this Agreement without which the Association would not be willing to enter into this Agreement. In the event one or more of the NEHBPA Parties breaches the obligations of paragraph 1A, the Association may at its option terminate this Agreement by giving written notice to the NEHBPA without any further liability to the NEHBPA for any payments to be made on or after the date of termination and upon which notice this Agreement shall be null and void in its entirety. The written notice shall specify the alleged breach.

The Parties acknowledge that they have agreed to the terms set forth in this Agreement to resolve negotiations for a purse agreement for the 2013 Meet and that the terms of purse agreements for future meets will be separately negotiated.

The Parties agree that this Agreement is not confidential and the Parties specifically acknowledge that either Party may show the Agreement and the letters from the NEHBPA contemplated by it to members of the media, the Massachusetts legislature and its staff, the Gaming Commission and its staff, and others involved in the legislative process.

2A) **BARGAINING AGENT.** The NEHBPA represents to the Association that it is the duly authorized legal representative and bargaining agent of all thoroughbred horse owners and trainers who

will enter and race horses at Suffolk Downs during the 2013 Meet. The Association recognizes the NEHBPA as such bargaining agent.

2B) **EXTENSION OF TERM OF RECOGNITION AGREEMENT.** The Association and the NEHBPA hereby extend the date of expiration of the Recognition Agreement from May 31, 2013 through at least May 31, 2014. The Recognition Agreement may be canceled thereafter by either party on 30 days' written notice to the other party.

The Association hereby grants permission to the NEHBPA to maintain its office trailer on the Association's property through the term of the Recognition Agreement, and the Association agrees to allow the NEHBPA reasonable access to the trailer during said term, including during the off-season, subject to limitations the Association may impose in connection with construction activities (including the right to require relocation of the trailer on not less than sixty (60) days notice).

3) **RACING SCHEDULE.** The 720 races agreed to in paragraph 1A shall exclude Massachusetts Registered State Bred Races (the "Mass. Bred Races") funded by the Massachusetts Breeders Association, which are anticipated by the parties hereto. A day on which a Mass. Bred Race is conducted as part of a program of at least seven races shall count as one of the 80 racing days for the 2013 Meeting.

The parties have agreed that the purse for each race run during the 2013 Meet shall not exceed Twenty Five Thousand Dollars (\$25,000.00) from purse funds except as may be otherwise permitted by Article VI, Section 1 (the "Stakes Program") of the Recognition Agreement. Said purse limits shall not be binding on future years.

4) **OVERNIGHT RACES.** "Overnight Races" shall include all thoroughbred races run at Suffolk Downs during the term of this Agreement, other than:

- i) any race with a purse in excess of Fifty Thousand (\$50,000.00) Dollars, and
- ii) any Mass. Bred Races.

5) **PURSE PAYMENTS.** The Association shall pay purses during the 2013 Meet as set forth more particularly in Exhibits A, E and F attached hereto. The total purses to be paid shall be determined in accordance with the provisions of applicable law and in conformity with the manner set forth in Exhibit F hereto. No provision contained within this Agreement shall alter any statutory requirements under the Massachusetts General Laws regarding minimum payments to purse accounts.

6) **CANCELLATIONS.**

(A) Prior to making a decision regarding the cancellation of any live races, the Association shall consult with the NEHBPA. The Association shall use best efforts to run live races during the 2013 Meet consistent with the provisions of General Laws of Massachusetts and the rules and regulations promulgated there under, and approval of the Massachusetts Racing Commission or the Massachusetts Gaming Commission.

(B) When races are cancelled due to weather or track conditions prior to 8:00 AM then the Association shall deposit the amount of \$25.00 into the account of each owner that had a horse in that day. When races are cancelled due to weather or track conditions after 8:00 AM then the Association shall deposit the amount of \$50.00 into the account of each owner that had a horse in that day and send a check to the Thoroughbred Assistance Fund of Massachusetts in the amount of the number of horses in the cancelled race or races x \$25.00 (Number of horses x \$25.00). The Thoroughbred Assistance Fund shall

promptly distribute by check the \$25.00 to each trainer. All such cancellation fees deposited by the Association shall be considered purse payments. Notwithstanding the foregoing, no such cancellation fees shall be due from the Association in the event that the Association derives no pari-mutuel revenue on the date of such cancellations

7) **PAYMENTS TO THE NEHBPA.** The Association shall make the following payments to the NEHBPA, which payments shall be considered purse payments made by the Association under the terms of this Agreement but shall not reduce the Program Purse amount set forth on Exhibit E:

- i.) An amount equal to two and one-half (2.50%) percent of the scheduled daily purse distribution from all races other than the MassCap, the Moseley, and the Massachusetts Bred races, shall be paid to the NEHBPA in accordance with Exhibit B attached hereto;
- ii) The sum of One Hundred Eighty Thousand (\$180,000.00) Dollars shall be paid by the Association to the NEHBPA Medical Benefits Trust Fund in installments as set forth in Exhibit C hereto;
- iii) Any reimbursements to owners and/or trainers as a result of cancellations as provided in paragraph 6B; and
- iv) Any other sums upon which the Association and the NEHBPA shall mutually agree.

7A) **OTHER AMOUNTS CONSIDERED PURSE PAYMENTS.** The following amounts shall be considered purse payments made by the Association under the terms of this Agreement but shall not reduce the Program Purse amount set forth on Exhibit E:

- i) Payments made to the NEHBPA Assistance Fund pursuant to the Recognition Agreement;
- ii) Fifty percent of any donations made by the Association to the Thoroughbred Retirement Foundation, provided that the amount charged to purse payments for such donations shall not exceed Twenty Thousand Dollars (\$20,000.00) unless approved by the Board of Directors of the NEHBPA;
- iii) Payments of fire insurance premiums made by the Association on behalf of the NEHBPA; and
- iv) Any other sums on which the Association and the NEHBPA shall mutually agree.

8) **ADDITIONAL SOURCES OF PURSE REVENUE.** In the event sources of income from pari-mutuel wagering not contemplated at the time of this agreement become available and are received by the Association, the Association shall pay to the purse account and include in the Earned Purse calculation 50% of the amount of such income (net of the cost of generating the income). In the event other sources of income become available and are received by the Association, including but not limited to lottery, off-track betting, casinos, and slot machines, the Association and the NEHBPA shall negotiate the manner in which any such additional revenue shall be distributed, as set forth more specifically in Exhibit E with respect to purse funding from casinos and slot machines.

9) **TERM.** The term of this Agreement shall be from the date hereof through and including December 31, 2013.

10) **NOTICES.** Unless otherwise directed in writing, any notice required herein to be given, shall be given as indicated below by certified mail-return receipt requested.

To the Association: Suffolk Downs
111 Waldemar Avenue
East Boston, MA 02128
Attention: Chip Tuttle, Chief Operating Officer

To the NEHBPA: New England Horsemen's Benevolent Association, Inc.
Suffolk Downs
111 Waldemar Avenue
East Boston, MA 02128
Attention: Anthony Spadca, President

11) **SIMULCAST APPROVAL.** The NEHBPA, in accordance with the Federal Interstate Horse Racing Act of 1978, hereby gives approval to the Association to transmit the live signal to other facilities pursuant to terms set forth in the approval letter, marked as Exhibit D, which is attached hereto and specifically made a part hereof.

The Association agrees not to provide its assent or approval for the transmission of a thoroughbred simulcast signal to any other facility within the Association's geographic jurisdiction pursuant to the Federal Interstate Horse Racing Act of 1978, without the express written approval of the NEHBPA, which approval shall not be unreasonably withheld.

12) **RESERVATION OF RIGHTS.** The NEHBPA expressly reserves all its rights provided pursuant to the Federal Interstate Horse Racing Act of 1978.

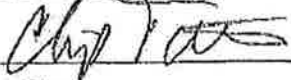
13) **ACCOUNTING.** The Association agrees to provide the NEHBPA information on at least a monthly basis to enable the parties to calculate the purse amounts set forth herein and to track the distribution of the additional purse amounts, consistent with the Association's past practice.

14) **MISCELLANEOUS.** The NEHBPA shall identify to the Association issues of concern on the backside for the 2013 Meet. In addition, the Association shall consider input from the NEHBPA on intermediate and long term plans to implement changes involving the backside facilities and racetrack surfaces and keep the NEHBPA informed of the progress of said changes.

[Remainder of page intentionally blank; signature page follows]

WITNESS, the parties hereto have executed this Agreement on the dates indicated below.

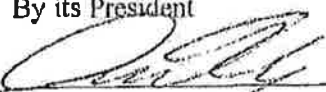
Sterling Suffolk Racecourse, LLC
By its Chief Operating Officer



Chip Tuttle

Date: August 21, 2012

New England Horsemen's
Benevolent & Protective Association, Inc.
By its President



Anthony Spadea

Date: August 21, 2012

EXHIBIT A

Suffolk Downs 2013 Purse Schedule

(\$106,250 per day average)

Purse Conditions	Purse
Open Allowance	\$22,800
ALW 3x Optional Claiming (\$40,000)	\$21,000
ALW 2x Optional Claiming (\$16,000)	\$20,000
ALW 1x NW 2 Life Allowance	\$19,000
12,500 Open Claiming	\$15,500
10,000 Open Claiming	\$14,500
8,000 Open Claiming	\$13,000
6,250 Open Claiming	\$12,000
5,000 Open Claiming	\$11,000
4,000 Open Claiming	\$10,000
12,500 NW 3 Life	\$12,300
12,500 NW 2 Life	\$11,800
5,000 Lifetime Conditions	\$9,000
4,000 Beaten	\$9,000
Maiden - Allowance	\$18,000
Maiden - Claiming 12,500	\$11,200
Maiden - Claiming 5,000	\$9,000
Starter Allowance (\$5,000 or less)	\$13,000
Starter Allowance (\$12,500 or less)	\$15,000

The amounts set forth in this Exhibit A shall be subject to adjustment (upward or downward) based on Program Purse and Earned Purse amounts.

Exhibit B

NEHBPA Payments per Paragraph 7(i)

January 1, 2013	\$15,000
February 1, 2013	\$25,000
March 1, 2013	\$20,000
April 1, 2013	\$17,500
April 15, 2013	\$17,500
May 1, 2013	\$13,000
June 15, 2013	2 1/2 % of purses less \$9,000
July 1, 2013	2 1/2 % of purses less \$9,000
July 15, 2013	2 1/2 % of purses less \$9,000
August 1, 2013	2 1/2 % of purses less \$9,000
August 15, 2013	2 1/2 % of purses less \$12,000
September 1, 2013	2 1/2 % of purses less \$12,000
September 15, 2013	2 1/2 % of purses less \$12,000
October 1, 2013	2 1/2 % of purses less \$12,000
October 15, 2013	2 1/2 % of purses less \$12,000
November 1, 2013	2 1/2 % of purses less \$12,000

The NEHBPA may elect in writing to the Association to accept a lesser amount at anytime.

Note: \$108,000 advanced from January 1, 2013 to May 1, 2013. Repaid in four installments of \$9,000 and six installments of \$12,000 to be deducted from the 2 1/2 percent payments during the live racing season.

EXHIBIT "C"

Schedule of Payments to the NEHBPA Medical Benefits Trust – 2013

March	1	2013	20,000
April	1	2013	20,000
May	1	2013	20,000
June	1	2013	15,000
July	1	2013	15,000
August	1	2013	15,000
September	1	2013	15,000
October	1	2013	15,000
November	1	2013	15,000
December	1	2013	15,000
December	31	2013	15,000
TOTAL			180,000

Exhibit D

New England Horsemen's Benevolent and Protective Association, Inc.
P. O. Box 388
Revere, MA 02151
Suffolk Downs (617) 567-3900, ext. 7258

Mr. Chip Tuttle
Chief Operating Officer
Sterling Suffolk Downs LLP
111 Waldemar Avenue
East Boston, MA 02128

August __, 2012
RE: Simulcast

Dear Mr. Tuttle:

Please be advised that the NEHBPA, pursuant to its right under the 1978 Interstate Horseracing Act (IHA), and being the representative of the majority of the horsemen at Suffolk Downs, hereby grants approval for Suffolk Downs to export its live signal to any and all locations, with the exception of venues in the states of New Hampshire and Rhode Island that do not have signed market consent approval from Suffolk Downs, under the following terms and conditions.

- 1) That permission is hereby granted from the date hereof through December 31, 2013;
- 2) That Suffolk Downs may send said signal to any and all locations provided that any signal going to any thoroughbred racetrack or off-track betting (OTB) outlet, shall maintain a contract with the applicable thoroughbred horsemen's group as defined in the 1978 IHA;
- 3) That the circumstances at any such location do not materially change such that live thoroughbred horseracing becomes threatened or adversely affected;
- 4) That no approved OTB outlet combines with other OTB outlets to threaten not to, or refuse to purchase interstate simulcasts except upon similar terms and conditions for purchase being made to each of any combination of such outlets; and
- 5) That all approved OTB outlets obtain all other consents or approvals required by the 1978 IHA.

The NEHBPA expressly reserves the right to rescind this consent hereafter to all or any specific OTB location should any of the foregoing conditions be violated. Furthermore, although the NEHBPA hereby grants a blanket approval, Suffolk Downs agrees to provide the NEHBPA a regularly updated list of all locations contracted to receive said signal and, if said location is acting as a HUB, then of all subsidiary locations, as well. Additionally, Suffolk Downs agrees to provide a monthly update of the revenue received from each specific location by the fifteenth day of the following month.

Suffolk Downs may disseminate a copy of this letter to any OTB location requesting authorization of the NEHBPA, and said OTB may rely on same.

If you or any OTB locations have any questions, feel free to contact our office.

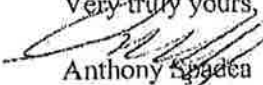
Very truly yours,

Anthony Spadea
President, NEHBPA

Exhibit E

2013 Live Racing & Purse Agreements

This Exhibit E is incorporated into and made a part of the 2013 Purse Agreement. Capitalized terms not defined in this Exhibit have the meaning given to them elsewhere in the Agreement.

1. Racing Days; Barn Opening and Closing

The 2013 Meet shall include at least 80 days of live racing and at least 720 races. The Association shall open the barn area at least six (6) weeks prior to the opening of the live racing season and shall close the barn area no sooner than 10 days after the conclusion of the live racing season. The Association shall give 30 days' notice of the closing of the barns.

2. Purse Payments

A) During the 2013 Meet, the Association shall pay at least \$8,500,000.00 in program purses (the "Program Purse") over 80 racing days at rates not less than the payment schedule set forth in Exhibit A hereto. Funding for the purse payments shall include the so-called "Earned Purse," which includes the amounts required to be paid to purses in accordance with the provisions of applicable law and the amounts determined in conformity with the formulae set forth in Exhibit F hereto. In the event that the Earned Purse amount is not sufficient to fund the Program Purse, the Association shall supplement the Earned Purse amount. In the event that the Earned Purse amount exceeds the Program Purse plus other amounts considered purse payments under this Agreement (the "Earned Purse Overage"), the Association shall include the Earned Purse Overage in program purses payments before the end of the 2013 Meet unless otherwise mutually agreed by the Parties.

B) In the event that the Massachusetts Gaming Commission issues a category 2 gaming license and the Association receives funding for purses from the Race Horse Development Fund during the 2013 Meet pursuant to gaming license fees paid by the category 2 gaming licensee, the Association shall increase the number of racing days to be conducted by one racing day for each \$106,250 in purse funding received, but in no event shall the Association be obligated to increase the number of racing days by more than five days in such event, notwithstanding the amount of purse funding available. In the event that the Massachusetts Gaming Commission issues a category 1 gaming license (provided that such category 1 license is issued either to the Association or to an applicant not in Region A) and the Association receives funding for purses from the Race Horse Development Fund during the 2013 Meet pursuant to gaming license fees paid by the category 1 gaming licensee, the Association shall increase the number of racing days to be conducted by one racing day for each \$106,250 in purse funding received, but in no event shall the Association be obligated to increase the number of racing days by more than 10 days in such event (inclusive of any days added pursuant to the previous sentence, so that in no event shall the Association be obligated to add more than 10 days in total), notwithstanding the amount of purse funding available. Such additional live racing days shall be conducted in accordance with the terms and conditions of this Agreement, including Exhibit A hereto.

C) At the mid-point of the 2013 Meet and thereafter as it deems appropriate, the Association shall review (1) whether there is or is reasonably projected to be any Earned Purse Overage; and (2) whether actual purses paid to that point in the 2013 Meet are less than the scheduled program purses to that point. After such review, the Association shall determine

whether any increases in purses are necessary to accommodate any Earned Purse Overage or any unpaid portion of the Program Purse. The Association shall consult with the NEHBPA on such matters and shall provide to the NEHBPA upon request detail supporting its determination.

- D) Notwithstanding anything to the contrary in this Agreement, the Association's obligations under this Agreement shall be subject to weather conditions, acts of God, force majeure, and government orders, decrees or rulings.

EXHIBIT F

<u>Live Handle</u>	8 ½ % WPS 9 ½ % Multiples
<u>Simulcast Handle</u>	50% of net after deduction for statutory taxes and payments, host fees, state license and assessments, tote and interface fees, CCTV operations, decoders, frame relay, minus pool, and payments to the Massachusetts Thoroughbred Breeders Association in the amount of 3.5% of program purses, subject to the statutory limit of 7.5% of handle.
<u>Transmitted</u>	50% of net after deduction of 0.5% of handle to cover costs of simulcasting
<u>Premiums from Massachusetts Tracks</u>	100%
<u>Outstanding Tickets</u>	100%
<u>Massachusetts Purse Pool</u>	100%
<u>IHA Market-Area Fees from NE Tracks</u>	50%
<u>Account Wagering</u> (telephonic and Internet)	50% of net after deduction for state fees
<u>Other Revenue Sources</u>	As provided in paragraph 8

Ex 2

AMENDMENT TO
2013 PURSE AGREEMENT AND AMENDMENT TO 2012 PURSE AGREEMENT

This Amendment to the 2013 Purse Agreement and Amendment to 2012 Purse Agreement (this "Amendment") is entered into as of June ___, 2013 by and between Sterling Suffolk Racecourse, LLC (the "Association"), a Massachusetts limited liability company, and the New England Horsemen's Benevolent and Protective Association, Inc. (the "NEHBPA").

Recitals

Reference is made to that certain 2013 Purse Agreement and Amendment to 2012 Purse Agreement dated as of August 27, 2012 (the "Agreement").

For mutual good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Association and NEHBPA have agreed to amend the Agreement as more particularly set forth herein.

Agreement

1. **Capitalized Terms.** Capitalized terms used in this Amendment without definition shall have the respective meanings given them in the Agreement. "Agreement" as used in the Agreement means the Agreement, as amended by this Amendment.

2. **Purse Amount.** The Agreement is hereby amended by deleting the number "\$8,500,000.00" occurring in the last paragraph of Section 1A thereof and in Section 2(A) of Exhibit E thereof, and replacing it with the number "\$8,330,000.00".

3. **Jockey Insurance.** The Agreement is hereby amended by inserting after Section 7A the following new section 7B:

7B) **PAYMENTS TO OTHERS.** The Association shall pay One Hundred and Seventy Thousand (\$170,000.00) Dollars to purchase jockey insurance, which payment shall be considered purse payments made by the Association under the terms of this Agreement but shall not reduce the Program Purse amount set forth on Exhibit E.

4. **Exhibit A.** The Agreement is hereby amended by deleting Exhibit A in its entirety and replacing it with Exhibit A attached hereto.

5. **Daily Purse Average.** The Agreement is hereby amended by deleting the number "\$106,250" in each place it occurs in Section 2(B) of Exhibit E thereof, and replacing it with the number "\$104,125".

6. **Full Force and Effect.** Except as expressly amended by this Amendment, the Agreement is unmodified and remains in full force and effect.

7. **Facsimile and Counterpart Signatures.** This Amendment may be executed and delivered by facsimile or email of an electronic scanned copy, and in any number of counterparts, and it shall be sufficient that the signature of each party appear on one or more of such counterparts.

8. Ratification. Except as herein specifically amended, in all other respects the Agreement is hereby ratified and confirmed.

[Remainder of page intentionally blank; signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the 2013 Purse Agreement and Amendment to 2012 Purse Agreement under seal effective as of the day and year set forth above.

STERLING SUFFOLK RACECOURSE, LLC

By: 
Chip Tuttle, Chief Operating Officer

NEW ENGLAND HORSEMEN'S
BENEVOLENT PROTECTIVE
ASSOCIATION, INC.

By: 
Anthony Spadea, President

EXHIBIT A

Suffolk Downs 2013 Purse Schedule

(\$104,125 per day average)

Purse Conditions	Purse
Open Allowance	\$22,800
ALW 3x Optional Claiming (\$40,000)	\$21,000
ALW 2x Optional Claiming (\$16,000)	\$20,000
ALW 1x NW 2 Life Allowance	\$19,000
12,500 Open Claiming	\$15,500
10,000 Open Claiming	\$14,500
8,000 Open Claiming	\$13,000
6,250 Open Claiming	\$12,000
5,000 Open Claiming	\$11,000
4,000 Open Claiming	\$10,000
12,500 NW 3 Life	\$12,300
12,500 NW 2 Life	\$11,800
5,000 Lifetime Conditions	\$9,000
4,000 Beaten	\$9,000
Maiden - Allowance	\$18,000
Maiden - Claiming 12,500	\$11,200
Maiden - Claiming 5,000	\$9,000
Starter Allowance (\$5,000 or less)	\$13,000
Starter Allowance (\$12,500 or less)	\$15,000

The amounts set forth in this Exhibit A shall be subject to adjustment (upward or downward) based on Program Purse and Earned Purse amounts.

The Purses applicable to a race (other than Mass Bred races) shall be paid as follows:

Place	Purse Amount
First Place	60% of the purse amount
Second Place	20% of the purse amount
Third Place	10% of the purse amount
Fourth Place	5%
Fifth Place	3%
Sixth Place and each place thereafter	\$90 per horse

AMENDMENT OF PURSE AGREEMENT DATED AUGUST 27, 2012

Sterling Suffolk Racecourse LLC, a Massachusetts limited liability company, (hereinafter "Suffolk Downs") and the New England Horsemen's Benevolent and Protective Association, Inc. (hereinafter "NEHBPA") previously entered into a "Purse Agreement", a.k.a "Contract" dated August 27, 2012 which provided, inter alia, for certain payments to be made by the Association to NEHBPA relative to the conduct of racing at the premises of the Association commonly known as Suffolk Downs during the calendar year 2013.

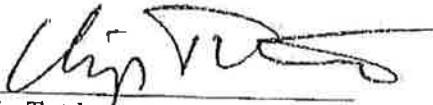
Sterling Suffolk Racecourse LLC and the New England Horsemen's Benevolent and Protective Association, Inc., hereby agree to amend said Contract by making the following modifications:

7) PAYMENTS TO THE NEHBPA. The Association shall make the following payments to the NEHBPA, which payments shall be considered purse payments made by the Association under the terms of this Agreement but shall not reduce the Program Purse amount set forth on Exhibit E:

- i.) An amount equal to two and one-half (2.50%) percent of the scheduled daily purse distribution from all races other than the MassCap, the Moseley, and the Massachusetts Bred races, shall be paid to the NEHBPA in accordance with Exhibit B attached hereto;
- ii) The sum of One Hundred Twenty Thousand (\$120,000.00) Dollars shall be paid by the Association to the NEHBPA Medical Benefits Trust Fund and an additional payment of Sixty Thousand (\$60,000.00) Dollars shall be paid by the Association to the NEHBPA in installments as set forth in Exhibit C (Amended) attached hereto;
- iii) Any reimbursements to owners and/or trainers as a result of cancellations as provided in paragraph 6B; and
- iv) Any other sums upon which the Association and the NEHBPA shall mutually agree.

The parties hereto have executed this Amendment of said Purse Agreement on the 21ST day of September, 2013.

Sterling Suffolk Racecourse, LLC
By its Chief Operating Officer


Chip Tuttle

New England Horsemen's
Benevolent & Protective Assoc. Inc.
By its President


Anthony Spadea

EXHIBIT "C" (Amended)

Schedule of Payments to the NEHBPA and the NEHBPA Medical Benefits Trust – 2013

Pay to NEHBPA Medical Benefits Trust:

March	1	2013	20,000
April	1	2013	20,000
May	1	2013	20,000
June	1	2013	15,000
July	1	2013	15,000
August	1	2013	15,000
September	1	2013	15,000

TOTAL **120,000**

Pay to NEHBPA:

October	1	2013	15,000
November	1	2013	15,000
December	1	2013	15,000
December	31	2013	15,000

TOTAL **60,000**

Ex 3



APPLICATION FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING

APPLICATION OF: Sterling Suffolk Racecourse, LLC (the "Applicant")
FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING AT
Boston and Revere, Suffolk County FOR CALENDAR YEAR 2014.

Pursuant to the provisions of Chapter 128A of the General Laws of the Commonwealth of Massachusetts, inserted by Chapter 374 of the Acts of 1934, as amended, the Applicant hereby makes application for license to hold or conduct a Running Horse racing meeting at Boston and Revere, County of Suffolk.

As used in this application the word "applicant" has the following meanings, respectively: In case of an individual applicant, the applicant. In case of a partnership applicant, all partners, including limited and silent partners. In case of a corporate applicant, all officers, directors, stockholders of record, persons owning the beneficial interest in any stock, subscribers to any stock and persons who voted any of the voting stock at the last stockholders. In the case of an LLC, all members and managers. In the case of a trust, all trustees. In the case of an unincorporated association, all members of the association.

Attached hereto, is a certified check or bank draft payable to the Massachusetts Gaming Commission in the sum of **\$1,800.00** which is the greater of .0013 times the average daily handle for the racing meeting that occurred in 2012 or Three hundred dollars (\$300.00) for each day of th first week that the applicant will be open in 2014 if the requested license is granted.

In lieu of a bond and with the approval of the Massachusetts Gaming Commission (the "MGC" or the "Commission"), the Applicant has previously provided the Commission with a certificate of deposit with Bank of America, N.A., Boston, MA in the amount of \$125,000 in accordance with Section 3(o) of Chapter 128A of the General Laws.

- 1. The name of the applicant: **Sterling Suffolk Racecourse, LLC**
- 2. The post office address of the applicant: **525 William F. McClellan Highway, East Boston, MA 02128**
- 3. Address of principal office: **525 William F. McClellan Highway, East Boston, MA**
- 4. Trade name, if any, under which business is or is to be conducted: **Suffolk Downs**
- 5. The location of the race track where it is proposed to hold or conduct such meeting, including street address, municipality and county.

Suffolk Downs is located in East Boston and Revere, in Suffolk County. The street address is 525 William F. McClellan Highway, East Boston, Massachusetts.

- 6. The days on which it is intended to hold or conduct such a meeting, the number of races to be run daily and the minimum purse per race.

Please see Exhibit No. 6

- 7. The hours of each day between which it is intended to hold or conduct racing at such meeting in accordance with c. 128A §2 (5).

Earliest legal hour until sunset or 7:00 P.M.

- 8. Name and Address of attorney, if any, of the applicant:

**DLA Piper LLP (US), 33 Arch Street, 26th Floor, Boston, MA 02110
Attention: Charles A. Baker, III.**

- 9. Applicant is (check one):
 - An individual
 - A limited partnership
 - An unincorporated association
 - A general partnership
 - A trust
 - A corporation
 - An LLC**
 - Other (specify)

- 10. If applicant is an individual, give name, address, place and date of birth.

Name Not Applicable

Residence _____

Place of Birth _____ Date of Birth _____

Submit as Exhibit 10 three personal references including one of a bank.

11. If applicant is a corporation, LLC, partnership or other business entity:
- (a) Submit as Exhibit 11 (a) the name, place, date of birth and legal residence of each shareholder, member, manager, partner and/or officer of applicant and the office held by each.
 - (b) Submit as Exhibit 11 (b) a statement showing (a) class of stock issued or to be issued (designate which), (b) par value, (c) vote per share, (d) number of shares authorized, (e) number of shares issued (f) number of shares subscribed, and (g) total number of shares and the percentage of shares owned by each shareholder.

N/A
 - (c) If applicant is a foreign corporation, LLC or partnership, submit as Exhibit 11 (c) a statement listing the state of formation, the entity's qualification to do business in Massachusetts and the name and address of the registered agent for service of process in Massachusetts.

N/A
 - (d) If business entity is an LLC or other organized entity that does not issue stock, submit as Exhibit 11 (d), a schedule of ownership listing all members/managers and percentage of entity held.
 - (e) If business entity is a partnership or other organized entity, submit as Exhibit 11 (e) a schedule listing the partners or others holding an interest and the percentage of the entity held.

N/A
 - (f) Is the beneficial owner of any stock or share of business entity a person other than the owner of record or subscriber? If the answer to this question is yes, submit as Exhibit 11 (f) a statement showing (1) the name of the owner of record, or subscriber, (2) the name of the beneficial owner, (3) the conditions under which the owner or subscriber holds and votes or has subscribed for such stock or share of business entity (4) whether applicant has any other obligations or securities authorized or outstanding which bear voting rights whether absolutely or upon any contingency (5) the nature of such securities, (6) the face value or par value, (7) the number of units authorized, (8) the number of units issued and outstanding, (9) the number of units, if any, proposed to be issued, (10) the conditions or contingency upon which such securities may be voted, and (11) facts showing whether or not such securities have been voted or entitled to be voted in in the period commencing five (5) years prior to this application.

No
 - (g) Does the applicant have officers, directors, members or managers who are also officers, directors, members, or managers of any other race track that is or has been licensed by this or any other racing or gaming commission? If the answer to this question is yes, submit as Exhibit 11 (g) a list of such officers, directors, members or managers, the race track or gaming facility involved, the date of licensure, the type of license and the jurisdiction in which such race track or gaming facility is located.

Yes

12. (a) Has applicant had a race track or gaming license revoked by order of decree of any Federal or State Court or any State Racing or Gaming Commission?

Yes No

If the answer to this question is yes, submit as Exhibit 12 (a) a list of such licensees, the name of the court or commission that revoked the license, the date the license was revoked and the reason for the revocation.

- (b) Have voluntary proceedings in bankruptcy been instituted by, or have involuntary proceedings in bankruptcy ever been brought against applicant or any officer, director, member or manager of applicant?

Yes No

If the answer to this question is yes, submit as Exhibit 12 (b) a list describing the name of the person or entity filing for bankruptcy, the type of petition filed in bankruptcy, the date of the filing, the court in which filed and the date of final discharge, or if ongoing, indicate the expected date of final discharge.

- (c) Are there outstanding any unsatisfied judgments, decrees or restraining orders against applicant or any officer, director, member or manager of applicant?

Yes No

If the answer to this question is yes, submit as Exhibit 12 (c) a list describing the type of the judgment, the court or other body entering the judgment, the date of the judgment, the person against whom the judgment is entered, the amount of the judgment and the reason why the judgment is unsatisfied.

13. Does the applicant or any of its officers, directors, members, or managers, have now, or have ever had, any direct or indirect financial or other interest in:

- (a) Any harness horse, running horse, or dog racing meeting conducting legalized pari-mutuel wagering?

Yes No (other than current and prior meetings and wagering activities at Suffolk Downs)

If the answer to this question is yes, submit as Exhibit 13 (a) a list describing the name of the officer, director, member or manager having the interest, the type of the interest, the amount of the interest, the name of the entity in which the interest is held, and the location of the entity and the jurisdiction licensing the entity.

- (b) Any application other than this pending before the Massachusetts Gaming Commission?

Yes No

If the answer to this question is yes, submit as Exhibit 13 (b) a list of all such applications, the type of application, the date such application was filed, the date the application was granted or rejected or whether the application is currently pending.

- (c) Any application for a racing license or a gaming license which has been denied by the Massachusetts Gaming Commission, the predecessor Massachusetts State Racing Commission or any other State Commission or authority?

Yes No

If the answer to this question is yes, submit as Exhibit 13 (c) a list of all such applications, including the jurisdiction in which it was filed, the type of application, the date the application was denied, the name of the applicant, and the reason for such denial.

- (d) Any racing meeting or gaming establishment, the license for which has been revoked?

Yes No

If the answer to this question is yes, submit as Exhibit 13 (d) a list of such revoked licenses, the jurisdiction revoking the license, the date the license was revoked and the reason the license was revoked.

- (e) Any harness horse, running horse, or dog racing meeting conducting pari-mutuel wagering in a State where pari-mutuel wagering, betting, pool making or gambling was not or is not legalized by State law?

Yes No

If the answer to this question is yes, submit as Exhibit 13 (e) a list of such racing meetings, the jurisdiction where the racing meetings are located and the date such racing meetings occurred.

14. How does applicant control the real property on which the race track is located (indicate by check mark):

Fee Simple Ownership Lease Other Authority

- (a) Submit as Exhibit 14 (a) the exact description, by metes and bounds, number of acres in premises, a plot plan showing the entire premises with all buildings presently on premises or proposed to be erected on said premises, information showing accessibility by highway, railroad and/or other means of public transportation, population within a 50 mile radius, and distances from principal cities, within said 50 mile radius. If applicant does not control the real property on which the race track is located by fee simple ownership, include the name and address of the fee simple owner or lessor of the real property. If the fee simple owner or lessor is a corporation, LLC, partnership or other business entity, also include a list of the officers, directors, managers, member or other persons with an interest in the fee simple owner or lessor.
- (b) Does the applicant have and maintain control of the personal property necessary to operate and maintain the race track, including equipment and have and maintain control over the entire operation? Yes

Submit as Exhibit 14(b) a list describing all agreements relating to the operation and control of all equipment, personal property or other operational matters. This includes any agreement pertaining to operation of food, beverage, parking or other concessions, printing of programs or other materials, equipment leases, and

subcontracting of services necessary to maintain and operate the race track. This also includes any financial interests, such as loans, and any agreement that, in the event of a default under such agreement, would have the consequence of creating a change in control of the race track.

- 15. Has applicant's entire premises been approved by local authorities in accordance with Section 13A of Chapter 128A of the General Laws? Yes

Submit as Exhibit 15 a copy of the applicant's approval. If applicant's premises have not been approved in accordance with c.128A §13A, explain why such approval was not obtained.

- 16. Is the applicant delinquent in the filing of any report or the payment of any tax as required by Chapter 128A of the General Laws of the Commonwealth of Massachusetts or delinquent in the filing of any other report or the payment of any other tax required by the laws of the Commonwealth of Massachusetts?

___ Yes X No

If the answer to the question is yes, submit as Exhibit 16 list of all delinquencies, the reason for such delinquencies and when all delinquencies will be cured

- 17. Submit as Exhibit 17 a copy of all executed agreements with representative horsemen's organizations.

- 18. If license is granted applicant will carry: Check

Workmen's Compensation Insurance		<u> X </u> Yes	<u> ___ </u> No
Public Liability Insurance		<u> X </u> Yes	<u> ___ </u> No
Jockey Insurance		<u> X </u> Yes	<u> ___ </u> No
Drivers' Insurance	N/A	<u> ___ </u> Yes	<u> ___ </u> No

Submit as Exhibit 18 copies of all policies of insurance carried by applicant as well as a statement setting forth all other types of insurance carried for the protection of employees and patrons.

19. Submit as Exhibit 19 the following information:

- (a) Grandstand:
 - (1) Seating capacity
 - Box Seats
 - Reserved Seats
 - General Admission
 - Total seating capacity
 - (2) Is Grandstand enclosed
 - (3) Is Grandstand heated
 - (4) Is any portion of Grandstand Air Conditioned
 - (5) Type of construction of Grandstand
 - (6) Ground area covered by the Grandstand

- (b) Club House
 - (1) Seating Capacity
 - Box Seats
 - Reserved Seats
 - General Admission
 - Total seating capacity
 - (2) Is Club House enclosed
 - (3) Is Club House heated
 - (4) Is any portion of the Club House air conditioned
 - (5) Type of construction of Club House
 - (6) Ground area covered by the Club House

- (c) Bleachers
 - (1) Seating Capacity
 - (2) Type of construction of Bleachers
 - (3) Ground area covered by the Bleachers

- (d) Parking Space:
 - (1) Area
 - (2) Automobile capacity
 - (3) Is parking area lighted
 - (4) Is parking area treated - and if so how
 - (5) Is parking area numbered
 - (6) Is charge made for parking, if so how much
 - (7) Are the parking area and walkways cleared of snow and ice

- (e) Number of pari-mutuel ticket windows provided:

Grandstand:	Selling:	Cashing:
Club House:	Selling:	Cashing:
Other Locations:	Selling:	Cashing:

- (f) Toilet facilities for patrons of each sex in Grandstand, Club House and/or other locations.

- (g) System of sewerage disposal. If not connected to main sewerage system give details of system used.

- (h) Number of outlets for fresh, pure drinking water for patrons in grandstand, clubhouse and/or other locations.

20. Submit as Exhibit **20** a detailed statement of security measures which will be employed for the protection of patrons, employees, occupational licensees and horses and the control of traffic within the premises and on roads leading to and from the said premises. This statement should include but not be confined to:
- (a) number of uniformed police officers to be on duty each day inside the track;
 - (b) whether such police officers will be regular police officers or special officers;
 - (c) number of uniformed police officers detailed to traffic within the premises and on roads leading to and from the premises before, during and after racing hours;
 - (d) number of plain clothes officers or detectives assigned within the track proper;
 - (e) system to be used for the detection and suppression of illegal gambling within the premises of the applicant;
 - (f) system to be used in the detection and barring of pick-pockets, touts and other undesirable characters;
 - (g) name of person who will be in charge of security within the track proper;
 - (h) name of person who will have supervision of traffic control within the premises of the applicant and will act as liaison between the applicant and local police authorities in the control of traffic outside of the premises of the applicant;
 - (i) name of police authority that has been consulted in setting up security measures within the track and the control of traffic within and outside of the premises of the applicant.
 - (h) system used to protect money received by the track, including security systems protecting the cash room and measures taken to ensure that all wagering equipment is working properly and free from tampering.
21. Submit as Exhibit **21**, a description of the following:
- (a) Size of Track
 - (b) Number of Chutes
 - (c) Number of Stables
 - (d) Number of Stalls
 - (e) Number of Tack Rooms
 - (f) Number of Tack Rooms Heated
 - (g) Number of Shower baths in stable area
 - (h) Toilet facilities in stable area
 - (i) Fire protection in stable area including:
 - Number of sprinklers
 - Number of fire alarm boxes
 - Other fire protective measures in stable area
 - (j) a detailed statement of measures which will be employed in the policing of the stable area. This statement should include but not be confined to:
 - (1) Is stable area enclosed, if so, describe method of enclosure;
 - (2) Number of gates to enclosure, where located and method of control;
 - (3) system of passes to be issued to persons employed in stable area;
 - (4) method to be followed in allowing persons in and out of stable area;

- (5) number of uniformed police officers to be assigned to the stable area indicating the number in daytime hours and nights;
 - (6) number of plain clothes officers or detectives to be assigned to the stable area, days and nights;
 - (7) name of person who will be in charge of policing in the stable area.
 - (k) Recreation room
 - (l) Track Kitchen, including seating capacity
 - (m) Size of jockey or driver's room and equipment available including number of shower baths, toilets, hot-boxes, etc.
 - (n) List of other accommodations, facilities or services in stable area.
 - (o) List any other accommodations, facilities or services for the benefit of the patrons attending.
22. Submit as Exhibit **22** the trade name of any of the following equipment used at the track-date of purchase or the date of present contract or lease and expiration date of said contract:
- (a) Pari-Mutuel Equipment
 - (b) Starting Gate
 - (c) Photo Finish Camera
 - (d) Film Patrol
 - (e) Timing Devices
 - (f) Inter-communication system
 - (g) Public Address System
 - (h) Closed Circuit Television System
 - (i) Horse Shoe Board
 - (j) Scales
23. Submit as Exhibit **23**
- (a) a copy of applicant's employee handbook;
 - (b) a copy of all of applicant's policies and procedures regarding internal controls including but not limited to those policies that deal with the handling of money, or the placing of wagers both in person and via telephone or other methods;
 - (c) a copy of applicant's audit committee and compliance committee charters as well as a list of the audit and compliance committee members and their relationship to the applicant;
 - (d) any other policies that indicate that applicant meets general industry standards for business and financial practices, procedures, and controls.
24. Submit as Exhibit **24** a copy of the applicant's most recent audited financial statements, most recent audited or unaudited quarterly financial statement, an audited profit and loss statement for the applicant's most recent fiscal year, a statement showing the total gross receipts for the past five calendar years received by each concessionaire operating at the race track and the amount paid to the applicant. If the receipts to the applicant are based on other than the gross receipts, explain how the receipts are calculated. Also include a description of any interest held by the applicant or any officer, director, member, manager, majority shareholder or partner in any concessionaire.
25. Submit as Exhibit **25** a statement setting forth the reasons why the applicant believes that the dates applied for will be beneficial to the public, the Commonwealth and the applicant.
26. Submit as Exhibit **26** the following information:

- (a) Actual amount of purses paid in the last calendar year;
 - (b) Estimated amount of purses to be paid in the next calendar year;
 - (c) Actual handle generated by applicant on its live races in the last calendar year (all sources);
 - (d) Direct employment numbers attributable to applicant in the last calendar year as evidenced by the number of people who received a Form W-2 and / or Form 1099 MISC and direct employment numbers of employees who are citizens of the Commonwealth;
 - (e) Indirect employment numbers attributable to applicant in the last calendar year as evidenced by statements from sub-contract companies (such as concession workers, security guards, tote personnel, etc.) as to employees assigned to applicant's facility;
 - (f) Number of occupational licenses attributable to applicant in the last calendar year 2012;
 - (g) Amount of tax revenue and other revenues paid to the Commonwealth in the last calendar year including total Massachusetts income tax withheld from employees, Massachusetts sales taxes paid to the Commonwealth, Massachusetts corporate taxes actually paid or payable for the most recent fiscal year, and real estate taxes, as evidenced by appropriate source documents such as Forms W-2, M941, sales tax remittance forms, etc.;
 - (h) Total pari-mutuel revenue generated and paid to the Commonwealth in the last calendar year including state commissions, assessments, association license fees, occupational license fees, fines, penalties and miscellaneous revenues, other than unclaimed wagers, paid to the Massachusetts State Racing Commission and Massachusetts Gaming Commission.
27. Include as Exhibit 27 a master list of requested simulcast imports. A new form ("Licensee Request for Simulcast Import") MUST be completed for EACH signal and submitted to the Commission no later than November 29 of each calendar year. Approval letters from the host racetrack's regulatory authority and both representative horsemen's groups must be on file with MGC by the close of business on the day prior to the first day of import.
28. Include as Exhibit 28 a master list of requested simulcast export outlets with this application. Such list should identify all secondary, satellite, and/or guest sites serviced by the primary outlet. In addition, a new form ("Licensee Request for Simulcast Export") MUST be completed for each signal and submitted to the Commission, along with an approval letter from the applicant's representative horsemen's group, no later than 30 days before the first scheduled day of the live race meet.
29. Include as Exhibit 29 a request for authorization for a system of account wagering in accordance with 205 CMR 6.20: General Account Wagering. The request shall include

information related to any planned, non-monetary, incentive programs and account security plans. If a service provider is used, include copies of any and all agreements between the service provider and the applicant regarding the services to be provided by the service provider to the applicant in respect to the applicant's account wagering operations

30. General Conditions

- (1) Approval of a race meeting by the Commission does not establish the Commission as the insurer or guarantor of the safety or physical condition of the association's facilities or purse of any race.
- (2) By submitting this application, applicant agrees to indemnify, save and hold harmless the Commission from any and all liability arising from unsafe conditions at the applicant's premises and default in payment of purses.
- (3) Applicant shall provide the Commission with a certificate of liability insurance as required by the Commission.
- (4) Applicant shall maintain in an approved depository, those amounts deducted from the pari-mutuel handle for distribution for the purposes specified in the Ch. 128A, 128C, and Commission rules.
- (5) Applicant and its managing officers are jointly and severally responsible to ensure that the amounts retained from the pari-mutuel handle are distributed according to the Ch. 128A, 128C, and Commission rules and not otherwise.
- (6) Applicant and its managing officers shall ensure that all purse monies, disbursements and appropriate nomination race monies are available to make timely distribution in accordance with Ch. 128A, and Commission rules.

The applicant agrees, if a license is issued, to abide by and comply with the provisions of Chapters 128A and 128C of the General Laws now in effect or as hereafter amended and any rules and regulations heretofore or hereafter promulgated by the Massachusetts Gaming Commission. The applicant agrees that if a license is granted, it will become the duty of the applicant as long as the license shall remain in effect, to file with the Massachusetts Gaming Commission such reports as may be required by Chapters 128A and 128C of the General Laws now in effect or as hereafter amended and such rules and regulations as it has adopted or may hereafter adopt, and to make such payments as may be required by law, and for failure so to do, the licensee shall incur the penalties set forth in Chapters 128A and 128C of the General Laws, or in such rules and regulations as said Massachusetts Gaming Commission has adopted or may hereafter adopt.

The applicant agrees to comply with all federal, state or local laws, rules, regulations or ordinances, now in effect or hereafter adopted applicable to applicant's activities allowed under a license granted by the Commission.

The applicant agrees that any construction on the premises covered by a license granted by the Commission shall be subject to the inspection of Commission and to that end further agrees that

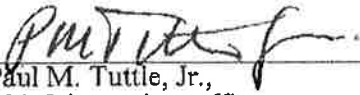
The applicant agrees that any construction on the premises covered by a license granted by the Commission shall be subject to the inspection of Commission and to that end further agrees that the Commission, its agents, representatives or employees, shall have access to the same during construction, and further agrees to so construct in strict accordance with such plans and specifications as may hereafter be approved by the Commission and to pay for the cost and expense incurred for the study and approval of the plans and specifications and inspection of the construction by said Massachusetts Gaming Commission. The applicant agrees that all buildings erected or to be erected on the premises here involved may be inspected by the Massachusetts Gaming Commission and their duly authorized agents, representatives or employees at any time, with or without prior notice to applicant.

Applicant agrees that all exhibits, statements, plans reports, papers, etc. submitted with the application are made a part hereof and are incorporated into this application as if set forth herein in full.

Applicant states under penalty of perjury that the answers provided in this application are true and correct. Applicant agrees that any license which may hereafter be granted is predicated upon statements and answers herein contained and that if the Commission determines that any information provided herein is false or misleading said license may be revoked.

Applicant: Sterling Suffolk Racecourse, LLC

By:

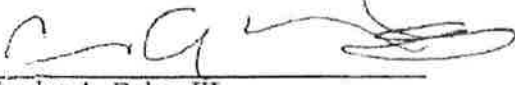

Paul M. Tuttle, Jr.,
Chief Operating Officer

Date: September 30, 2013

WITNESS:

WITNESS

ATTEST:


Charles A. Baker III
Secretary (Affix Corporate Seal)

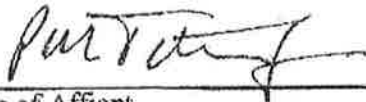
AFFIDAVIT BY LIMITED LIABILITY COMPANY APPLICANT

Commonwealth of Massachusetts, County of Suffolk

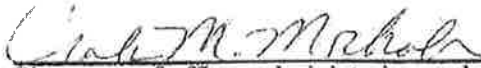
Paul M. Tuttle, Jr., being duly sworn, upon his oath deposes and says that:

1. He is the Chief Operating Officer of the Limited Liability Company named as the applicant and signed the foregoing application.
2. He was duly authorized to sign said application in its name and in its behalf.
3. He has read and fully understands all of the questions pertaining to such applicant and that all of the foregoing answers, statements and declarations made thereto are true.

Subscribed and sworn to before me this 30th day of September 2013.



Signature of Affiant



Signature of officer administering oath

Notary Public

Title of such officer

Sterling Suffolk Racecourse, LLC

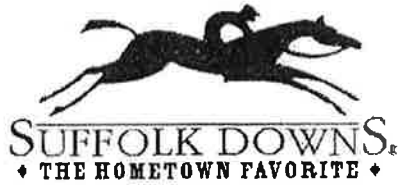
**Application for 2014 Racing License
EXHIBITS**

Exhibit 6

The days on which the Applicant intends to hold or conduct its running horse racing in 2014 are set forth on the attached calendar, which shows a total of 100 racing performances.

The Applicant intends to run eight (8) to eleven (11) races daily or as otherwise determined by applicant.

The Applicant is currently discussing with the NEHBPA the terms of a purse agreement for the 2014 racing meeting, including the minimum purses to be paid in 2014.



525 McClellan Highway
 East Boston, MA 02128
 (617) 567-3900

2014

Post Time 12:45 P.M. (Eastern)

June 7 - 1:45 P.M. Post Time Belmont Stakes Day

November 1 - 12:15 P.M. Post Time Breeders' Cup Classic Day

JUNE 13

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	12	14
15	16	17	18	19	19	21
22	23	24	25	26	26	28
29	30					

JULY 18

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST 17

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 18

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER 17

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 17

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Revised 9/27/13

100 = Live Racing

Ex 4

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

MASSACHUSETTS GAMING COMMISSION

In the Matter of:

Sterling Suffolk Racecourse, LLC

**AWARD OF LICENSE TO HOLD OR CONDUCT A RACE MEETING FOR THE
CALENDAR YEAR 2014**

Sterling Suffolk Racecourse, LLC (hereinafter "Applicant") submitted an application for an award of a license to hold or conduct a race meeting for the calendar year 2014, in particular to hold or conduct a running horse race meeting at an existing facility in Suffolk County known as Suffolk Downs, to the Massachusetts Gaming Commission (hereinafter "Commission" or "MGC"). This decision results from the hearing held on the matter conducted by the Commission on November 7, 2013 (the "Hearing") at the Boston Convention and Exhibition Center, 415 Summer Street, Boston, MA. At the direction of the Chair, the entire Commission presided over the matter. For the reasons set forth below, the Commission finds by a unanimous vote that Applicant, Sterling Suffolk Racecourse, LLC is hereby awarded a **LICENSE TO HOLD OR A CONDUCT A RACE MEETING FOR THE CALENDAR YEAR 2014** in accordance with the provisions of M.G.L. c128A §2 and §3 and 205 CMR 3 and 4.

I. Background

Any person desiring to hold or conduct a horse racing meeting within the Commonwealth must make an application to the Commission. Such application shall state the name of the applicant, the address of the applicant; if a corporation, the name and state of incorporation, the location of its principal place of business and the names and addresses of its directors and stockholder; the location of the racetrack where it is proposed to conduct such race meeting; the days on which it proposes to conduct the race meeting; the hours of each day which it is intended to hold or conduct racing at such meeting; answers to such other questions as the Commission may prescribe; and that the applicant, in the event it is issued a license, will comply with all applicable laws and rules and regulations prescribed by the Commission.

The application for an award of a license to hold or conduct a race meeting consists of the racing application and its exhibits promulgated by the Commission (the "application"), a non-refundable filing fee as required in M.G.L. c. 128A §2 and a bond as required by M.G.L. c. 128A §3(o). The application requests the information required by c.128A §3 and §4 and such additional information as the Commission deems necessary to assess the Applicant's ability to comply with the requirements of c.128A and c. 128C and the Commission's regulations

promulgated thereunder. The applicant's license application is incorporated by reference into the license and made a part hereof.

The Applicant submitted an application on October 1, 2013. Upon receipt of the application, the Commission instructed the Director of Racing to review the application in accordance with the provisions of c. 128A and c. 128C. The Director of Racing with the assistance of staff reviewed the application and reported its findings and recommendations to the Commission by way of a Memorandum dated November 7, 2013 (the "Memorandum"). The General Counsel also held a public hearing in Boston, MA, on October 30, 2013, as required by c. 128A to receive public comment on the Applicant and the application. Further, the application was posted to the Commission's website on October 22, 2013 and the public was asked to submit written comments on the Applicant and the application by November 1, 2013.

The Hearing was noticed for and convened on the Commission's own initiative on November 7, 2013. Dr. Jennifer Durenberger, the Director of Racing, appeared at the hearing on behalf of the Racing Division.

The Commission closed the public hearing on November 7, 2013.

II. Exhibits

The exhibits identified below were part of the record considered by the Commission. All exhibits were considered, in conjunction with any witness testimony taken at the public hearing, in reaching the final decision.

- EXHIBIT 1: Application and exhibits
- EXHIBIT 2: Comments received at the public hearing held on October 30, 2013
- EXHIBIT 3: Written comments received from the public
- EXHIBIT 4: Memorandum

III. Findings and Discussion

The Commission generally adopts the findings of fact within the memorandum, though certain facts are set forth below for purposes of discussing the specific areas of focus at the hearing.

Sterling Suffolk Racecourse, LLC is the existing running horse licensee and the sole applicant for running horse dates in 2014. The application addressed all the statutory requirements in M.G.L. c.128A, §2 as well as the other questions which the Commission prescribed, and its request for 100 live racing days during the period of June 2 - November 29, 2014 makes Sterling Suffolk Racecourse, LLC eligible to offer simulcast wagering pursuant to M.G.L. c.128C, §2.

The application also included a master list of requested simulcast imports and simulcast outlets for export of Sterling Suffolk Racecourse, LLC's live racing signal, a request for authorization of three advance deposit wagering account providers pursuant to M.G.L. c.128A, §5C, and a notice of election of March 16 through June 7, 2014 as the so-called "premium free period" pursuant to M.G.L. c.128C, §2(5).

A public hearing was held on October 30, 2013 at 1000 Washington Street, in Boston, MA. Approximately two members of the public attended, and no public comment was made. No written public comments were received in connection with the hearing or the application.

The application included the current executed recognition and purse agreements with the representative horsemen's group, which are valid through May 31, 2014 and December 31, 2013 respectively. The Racing Division expects all amendments to existing contracts and agreements or newly executed contracts and agreements to be provided as they become available.

Sterling Suffolk Racecourse, LLC was found suitable by the Commission on October 30, 2013 as a gaming applicant. Given the depth and complexity of the background check procedures performed, the Racing Division has confidence in the entity, its board of managers, and its officers. Prior to the live racing meet the background checks for the racing officials submitted by the applicant for employment, as well as the background checks for the individuals the Commission considers key racing employees will be conducted.

The Memorandum contained the following recommendations:

The Racing Division recommended the application of Sterling Suffolk Racecourse, LLC, for live running horse racing dates in 2014 be approved, subject to the following conditions:

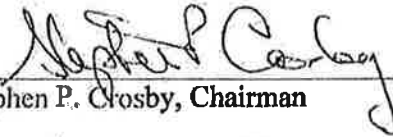
- The applicant shall work with the Commission to ensure that key racing employees, once defined, are identified and subjected to an appropriate background check.
- Any amendments to existing contracts and agreements or newly executed contracts and agreements with the representative horsemen's group must be provided to the Racing Division within five (5) business days of execution.
- This approval will also authorize simulcast wagering, effective January 1, 2014, with the brick-and-mortar and other outlets listed in Exhibit 27, 28A and 28B of the application as well as the advance deposit wagering account providers listed in Exhibit 29 of the application, pending the regulatory and representative horseman's group approvals required by the Interstate Horseracing Act, 15 U.S.C. §3001 et seq. and M.G.L. c.128C, 2. Such approval also authorizes the 12-week premium free period elected by the applicant.

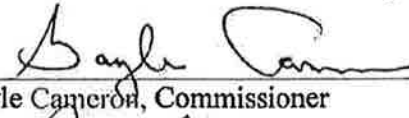
IV. Conclusion

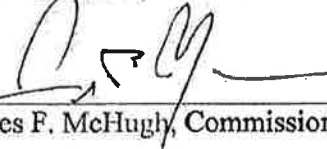
Based upon the testimony provided to the Commission as well as Exhibits 1-4 made part of the record, the Commission finds that the Applicant shall be awarded a license to hold or conduct a race meeting for the calendar year 2014, subject to any conditions outlined in this Order and subject to compliance with all applicable laws and the rules and regulations promulgated thereunder by the Commission.

SO ORDERED


MASSACHUSETTS GAMING COMMISSION

By: 
Stephen P. Crosby, Chairman

By: 
Gayle Cameron, Commissioner

By: 
James F. McHugh, Commissioner

By: 
Bruce Stebbins, Commissioner

By: 
Enrique Zuniga, Commissioner

DATED: December 6, 2013

Ex 5



SUPPLEMENTAL APPLICATION FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING

SUPPLEMENTAL APPLICATION OF: Sterling Suffolk Racecourse, LLC (the "Applicant")
FOR LICENSE TO HOLD OR CONDUCT A RACING MEETING AT
Boston and Revere, Suffolk County FOR CALENDAR YEAR 2015.

Pursuant to the provisions of Chapter 128A of the General Laws of the Commonwealth of Massachusetts, inserted by Chapter 374 of the Acts of 1934, as amended, the Applicant hereby makes supplemental application for license to hold or conduct a Running Horse racing meeting at Boston and Revere, County of Suffolk.

As used in this supplemental application the word "applicant" has the following meanings, respectively: In case of an individual applicant, the applicant. In case of a partnership applicant, all partners, including limited and silent partners. In case of a corporate applicant, all officers, directors, stockholders of record, persons owning the beneficial interest in any stock, subscribers to any stock and persons who voted any of the voting stock at the last stockholders. In the case of an LLC, all members and managers. In the case of a trust, all trustees. In the case of an unincorporated association, all members of the association.

Attached hereto, is a certified check or bank draft payable to the Massachusetts Gaming Commission in the sum of **\$1,200.00** which is the greater of .0013 times the average daily handle for the racing meeting that occurred in 2014 or Three hundred dollars (\$300.00) for each day of the first week that the applicant will be open in 2015 if the requested license is granted.

In lieu of a bond and with the approval of the Massachusetts Gaming Commission (the "MGC" or the "Commission"), the Applicant has previously provided the Commission with a certificate of deposit with Bank of America, N.A., Boston, MA in the amount of \$125,000 in accordance with Section 3(o) of Chapter 128A of the General Laws.

1. The name of the applicant: **Sterling Suffolk Racecourse, LLC**
2. The post office address of the applicant: **525 William F. McClellan Highway, East Boston, MA 02128**
3. Address of principal office: **525 William F. McClellan Highway, East Boston, MA**
4. Trade name, if any, under which business is or is to be conducted: **Suffolk Downs**
5. The location of the race track where it is proposed to hold or conduct such meeting, including street address, municipality and county.

Suffolk Downs is located in East Boston and Revere, in Suffolk County. The street address is 525 William F. McClellan Highway, East Boston, Massachusetts.
6. The days on which it is intended to hold or conduct such a meeting, the number of races to be run daily and the minimum purse per race.

Please see Exhibit No. 6

7. The hours of each day between which it is intended to hold or conduct racing at such meeting in accordance with c. 128A §2 (5).

Earliest legal hour until sunset or 7:00 P.M.

8. Name and Address of attorney, if any, of the applicant:

**DLA Piper LLP (US), 33 Arch Street, 26th Floor, Boston, MA 02110
Attention: Charles A. Baker, III.**

9. Applicant is (check one):
 An individual
 A limited partnership
 An unincorporated association
 A general partnership
 A trust
 A corporation
 An LLC
 Other (specify)

10. If applicant is an individual, give name, address, place and date of birth.

Name **Not Applicable**

Residence _____

Place of Birth _____ Date of Birth _____

Submit as Exhibit 10 three personal references including one of a bank.

11. If applicant is a corporation, LLC, partnership or other business entity:
- (a) Submit as Exhibit 11 (a) the name, place, date of birth and legal residence of each shareholder, member, manager, partner and/or officer of applicant and the office held by each.
 - (b) Submit as Exhibit 11 (b) a statement showing (a) class of stock issued or to be issued (designate which), (b) par value, (c) vote per share, (d) number of shares authorized, (e) number of shares issued (f) number of shares subscribed, and (g) total number of shares and the percentage of shares owned by each shareholder.

N/A
 - (c) If applicant is a foreign corporation, LLC or partnership, submit as Exhibit 11 (c) a statement listing the state of formation, the entity's qualification to do business in Massachusetts and the name and address of the registered agent for service of process in Massachusetts.

N/A
 - (d) If business entity is an LLC or other organized entity that does not issue stock, submit as Exhibit 11 (d), a schedule of ownership listing all members/managers and percentage of entity held.
 - (e) If business entity is a partnership or other organized entity, submit as Exhibit 11 (e) a schedule listing the partners or others holding an interest and the percentage of the entity held.

N/A
 - (f) Is the beneficial owner of any stock or share of business entity a person other than the owner of record or subscriber? If the answer to this question is yes, submit as Exhibit 11 (f) a statement showing (1) the name of the owner of record, or subscriber, (2) the name of the beneficial owner, (3) the conditions under which the owner or subscriber holds and votes or has subscribed for such stock or share of business entity (4) whether applicant has any other obligations or securities authorized or outstanding which bear voting rights whether absolutely or upon any contingency (5) the nature of such securities, (6) the face value or par value, (7) the number of units authorized, (8) the number of units issued and outstanding, (9) the number of units, if any, proposed to be issued, (10) the conditions or contingency upon which such securities may be voted, and (11) facts showing whether or not such securities have been voted or entitled to be voted in in the period commencing five (5) years prior to this application.

No
 - (g) Does the applicant have officers, directors, members or managers who are also officers, directors, members, or managers of any other race track that is or has been licensed by this or any other racing or gaming commission? If the answer to this question is yes, submit as Exhibit 11(g) a list of such officers, directors, members or managers, the race track or gaming facility involved, the date of licensure, the type of license and the jurisdiction in which such race track or gaming facility is located.

No

12. (a) Has applicant had a race track or gaming license revoked by order of decree of any Federal or State Court or any State Racing or Gaming Commission?

Yes No

If the answer to this question is yes, submit as Exhibit 12 (a) a list of such licensees, the name of the court or commission that revoked the license, the date the license was revoked and the reason for the revocation.

- (b) Have voluntary proceedings in bankruptcy been instituted by, or have involuntary proceedings in bankruptcy ever been brought against applicant or any officer, director, member or manager of applicant?

Yes No

If the answer to this question is yes, submit as Exhibit 12 (b) a list describing the name of the person or entity filing for bankruptcy, the type of petition filed in bankruptcy, the date of the filing, the court in which filed and the date of final discharge, or if ongoing, indicate the expected date of final discharge.

- (c) Are there outstanding any unsatisfied judgments, decrees or restraining orders against applicant or any officer, director, member or manager of applicant?

Yes No

If the answer to this question is yes, submit as Exhibit 12 (c) a list describing the type of the judgment, the court or other body entering the judgment, the date of the judgment, the person against whom the judgment is entered, the amount of the judgment and the reason why the judgment is unsatisfied.

13. Does the applicant or any of its officers, directors, members, or managers, have now, or have ever had, any direct or indirect financial or other interest in:

- (a) Any harness horse, running horse, or dog racing meeting conducting legalized pari-mutuel wagering?

Yes No (other than current and prior meetings and wagering activities at Suffolk Downs)

If the answer to this question is yes, submit as Exhibit 13 (a) a list describing the name of the officer, director, member or manager having the interest, the type of the interest, the amount of the interest, the name of the entity in which the interest is held, and the location of the entity and the jurisdiction licensing the entity.

- (b) Any application other than this pending before the Massachusetts Gaming Commission?

Yes No

If the answer to this question is yes, submit as Exhibit 13 (b) a list of all such applications, the type of application, the date such application was filed, the date the application was granted or rejected or whether the application is currently pending.

- (c) Any application for a racing license or a gaming license which has been denied by the Massachusetts Gaming Commission, the predecessor Massachusetts State Racing Commission or any other State Commission or authority?

Yes No

If the answer to this question is yes, submit as Exhibit 13 (c) a list of all such applications, including the jurisdiction in which it was filed, the type of application, the date the application was denied, the name of the applicant, and the reason for such denial.

- (d) Any racing meeting or gaming establishment, the license for which has been revoked?

Yes No

If the answer to this question is yes, submit as Exhibit 13 (d) a list of such revoked licenses, the jurisdiction revoking the license, the date the license was revoked and the reason the license was revoked.

- (e) Any harness horse, running horse, or dog racing meeting conducting pari-mutuel wagering in a State where pari-mutuel wagering, betting, pool making or gambling was not or is not legalized by State law?

Yes No

If the answer to this question is yes, submit as Exhibit 13 (e) a list of such racing meetings, the jurisdiction where the racing meetings are located and the date such racing meetings occurred.

14. How does applicant control the real property on which the race track is located (indicate by check mark):

Fee Simple Ownership Lease Other Authority

- (a) Submit as Exhibit 14 (a) the exact description, by metes and bounds, number of acres in premises, a plot plan showing the entire premises with all buildings presently on premises or proposed to be erected on said premises, information showing accessibility by highway, railroad and/or other means of public transportation, population within a 50 mile radius, and distances from principal cities, within said 50 mile radius. If applicant does not control the real property on which the race track is located by fee simple ownership, include the name and address of the fee simple owner or lessor of the real property. If the fee simple owner or lessor is a corporation, LLC, partnership or other business entity, also include a list of the officers, directors, managers, member or other persons with an interest in the fee simple owner or lessor.

- (b) Does the applicant have and maintain control of the personal property necessary to operate and maintain the race track, including equipment and have and maintain control over the entire operation? Yes

Submit as Exhibit 14(b) a list describing all agreements relating to the operation and control of all equipment, personal property or other operational matters. This includes any agreement pertaining to operation of food, beverage, parking or other concessions, printing of programs or other materials, equipment leases, and

subcontracting of services necessary to maintain and operate the race track. This also includes any financial interests, such as loans, and any agreement that, in the event of a default under such agreement, would have the consequence of creating a change in control of the race track.

15. Has applicant's entire premises been approved by local authorities in accordance with Section 13A of Chapter 128A of the General Laws? Yes

Submit as Exhibit 15 a copy of the applicant's approval. If applicant's premises have not been approved in accordance with c.128A §13A, explain why such approval was not obtained.

16. Is the applicant delinquent in the filing of any report or the payment of any tax as required by Chapter 128A of the General Laws of the Commonwealth of Massachusetts or delinquent in the filing of any other report or the payment of any other tax required by the laws of the Commonwealth of Massachusetts?

X Yes ___ No

If the answer to the question is yes, submit as Exhibit 16 list of all delinquencies, the reason for such delinquencies and when all delinquencies will be cured

17. Submit as Exhibit 17 a copy of all executed agreements with representative horsemen's organizations.

18. If license is granted applicant will carry: Check

Workmen's Compensation Insurance	<u>X</u> Yes	___ No
Public Liability Insurance	<u>X</u> Yes	___ No
Jockey Insurance	<u>X</u> Yes	___ No
Drivers' Insurance N/A	___ Yes	___ No

Submit as Exhibit 18 a statement setting forth all other types of insurance carried for the protection of employees and patrons.

19. Submit as Exhibit 19 the following information:

- (a) Grandstand:
 - (1) Seating capacity
 - Box Seats
 - Reserved Seats
 - General Admission
 - Total seating capacity
 - (2) Is Grandstand enclosed
 - (3) Is Grandstand heated
 - (4) Is any portion of Grandstand Air Conditioned
 - (5) Type of construction of Grandstand
 - (6) Ground area covered by the Grandstand

- (b) Club House
 - (1) Seating Capacity
 - Box Seats
 - Reserved Seats
 - General Admission
 - Total seating capacity
 - (2) Is Club House enclosed
 - (3) Is Club House heated
 - (4) Is any portion of the Club House air conditioned
 - (5) Type of construction of Club House
 - (6) Ground area covered by the Club House

- (c) Bleachers
 - (1) Seating Capacity
 - (2) Type of construction of Bleachers
 - (3) Ground area covered by the Bleachers

- (d) Parking Space:
 - (1) Area
 - (2) Automobile capacity
 - (3) Is parking area lighted
 - (4) Is parking area treated - and if so how
 - (5) Is parking area numbered
 - (6) Is charge made for parking, if so how much
 - (7) Are the parking area and walkways cleared of snow and ice

- (e) Number of pari-mutuel ticket windows provided:

Grandstand:	Selling:	Cashing:
Club House:	Selling:	Cashing:
Other Locations:	Selling:	Cashing:

- (f) Toilet facilities for patrons of each sex in Grandstand, Club House and/or other locations.

- (g) System of sewerage disposal. If not connected to main sewerage system give details of system used.

- (h) Number of outlets for fresh, pure drinking water for patrons in grandstand, clubhouse and/or other locations.

20. Submit as Exhibit 20 a detailed statement of security measures which will be employed for the protection of patrons, employees, occupational licensees and horses and the control of traffic within the premises and on roads leading to and from the said premises. This statement should include but not be confined to:
- (a) number of uniformed police officers to be on duty each day inside the track;
 - (b) whether such police officers will be regular police officers or special officers;
 - (c) number of uniformed police officers detailed to traffic within the premises and on roads leading to and from the premises before, during and after racing hours;
 - (d) number of plain clothes officers or detectives assigned within the track proper;
 - (e) system to be used for the detection and suppression of illegal gambling within the premises of the applicant;
 - (f) system to be used in the detection and barring of pick-pockets, touts and other undesirable characters;
 - (g) name of person who will be in charge of security within the track proper;
 - (h) name of person who will have supervision of traffic control within the premises of the applicant and will act as liaison between the applicant and local police authorities in the control of traffic outside of the premises of the applicant;
 - (i) name of police authority that has been consulted in setting up security measures within the track and the control of traffic within and outside of the premises of the applicant.
 - (h) system used to protect money received by the track, including security systems protecting the cash room and measures taken to ensure that all wagering equipment is working properly and free from tampering.
21. Submit as Exhibit 21, a description of the following:
- (a) Size of Track
 - (b) Number of Chutes
 - (c) Number of Stables
 - (d) Number of Stalls
 - (e) Number of Tack Rooms
 - (f) Number of Tack Rooms Heated
 - (g) Number of Shower baths in stable area
 - (h) Toilet facilities in stable area
 - (i) Fire protection in stable area including:
 - Number of sprinklers
 - Number of fire alarm boxes
 - Other fire protective measures in stable area
 - (j) a detailed statement of measures which will be employed in the policing of the stable area. This statement should include but not be confined to:
 - (1) Is stable area enclosed, if so, describe method of enclosure;
 - (2) Number of gates to enclosure, where located and method of control;
 - (3) system of passes to be issued to persons employed in stable area;
 - (4) method to be followed in allowing persons in and out of stable area;

- (5) number of uniformed police officers to be assigned to the stable area indicating the number in daytime hours and nights;
 - (6) number of plain clothes officers or detectives to be assigned to the stable area, days and nights;
 - (7) name of person who will be in charge of policing in the stable area.
 - (k) Recreation room
 - (l) Track Kitchen, including seating capacity
 - (m) Size of jockey or driver's room and equipment available including number of shower baths, toilets, hot-boxes, etc.
 - (n) List of other accommodations, facilities or services in stable area.
 - (o) List any other accommodations, facilities or services for the benefit of the patrons attending.
22. Submit as Exhibit **22** the trade name of any of the following equipment used at the track-date of purchase or the date of present contract or lease and expiration date of said contract:
- (a) Pari-Mutuel Equipment
 - (b) Starting Gate
 - (c) Photo Finish Camera
 - (d) Film Patrol
 - (e) Timing Devices
 - (f) Inter-communication system
 - (g) Public Address System
 - (h) Closed Circuit Television System
 - (i) Horse Shoe Board
 - (j) Scales
23. Submit as Exhibit **23**
- (a) a copy of applicant's employee handbook;
 - (b) a copy of all of applicant's policies and procedures regarding internal controls including but not limited to those policies that deal with the handling of money, or the placing of wagers both in person and via telephone or other methods;
 - (c) a copy of applicant's audit committee and compliance committee charters as well as a list of the audit and compliance committee members and their relationship to the applicant;
 - (d) any other policies that indicate that applicant meets general industry standards for business and financial practices, procedures, and controls.
24. Submit as Exhibit **24** a copy of the applicant's most recent audited financial statements, most recent audited or unaudited quarterly financial statement, an audited profit and loss statement for the applicant's most recent fiscal year, a statement showing the total gross receipts for the past five calendar years received by each concessionaire operating at the race track and the amount paid to the applicant. If the receipts to the applicant are based on other than the gross receipts, explain how the receipts are calculated. Also include a description of any interest held by the applicant or any officer, director, member, manager, majority shareholder or partner in any concessionaire.
25. Submit as Exhibit **25** a statement setting forth the reasons why the applicant believes that the dates applied for will be beneficial to the public, the Commonwealth and the applicant.
26. Submit as Exhibit **26** the following information:

- (a) Actual amount of purses paid in the last calendar year;
 - (b) Estimated amount of purses to be paid in the next calendar year;
 - (c) Actual handle generated by applicant on its live races in the last calendar year (all sources);
 - (d) Direct employment numbers attributable to applicant in the last calendar year as evidenced by the number of people who received a Form W-2 and / or Form 1099 MISC and direct employment numbers of employees who are citizens of the Commonwealth;
 - (e) Indirect employment numbers attributable to applicant in the last calendar year as evidenced by statements from sub-contract companies (such as concession workers, security guards, tote personnel, etc.) as to employees assigned to applicant's facility;
 - (f) Number of occupational licenses attributable to applicant in the last calendar year 2014;
 - (g) Amount of tax revenue and other revenues paid to the Commonwealth in the last calendar year including total Massachusetts income tax withheld from employees, Massachusetts sales taxes paid to the Commonwealth, Massachusetts corporate taxes actually paid or payable for the most recent fiscal year, and real estate taxes, as evidenced by appropriate source documents such as Forms W-2, M941, sales tax remittance forms, etc.;
 - (h) Total pari-mutuel revenue generated and paid to the Commonwealth in the last calendar year including state commissions, assessments, association license fees, occupational license fees, fines, penalties and miscellaneous revenues, other than unclaimed wagers, paid to the Massachusetts State Racing Commission and Massachusetts Gaming Commission.
27. Include as Exhibit 27 a master list of requested simulcast imports. A new form ("Licensee Request for Simulcast Import") MUST be completed for EACH signal and submitted to the Commission no later than November 29 of each calendar year. Approval letters from the host racetrack's regulatory authority and both representative horsemen's groups must be on file with MGC by the close of business on the day prior to the first day of import.
28. Include as Exhibit 28 a master list of requested simulcast export outlets with this application. Such list should identify all secondary, satellite, and/or guest sites serviced by the primary outlet. In addition, a new form ("Licensee Request for Simulcast Export") MUST be completed for each signal and submitted to the Commission, along with an approval letter from the applicant's representative horsemen's group, no later than 30 days before the first scheduled day of the live race meet.
29. Include as Exhibit 29 a request for authorization for a system of account wagering in accordance with 205 CMR 6.20: General Account Wagering. The request shall include

information related to any planned, non-monetary, incentive programs and account security plans. If a service provider is used, include copies of any and all agreements between the service provider and the applicant regarding the services to be provided by the service provider to the applicant in respect to the applicant's account wagering operations

30. General Conditions

- (1) Approval of a race meeting by the Commission does not establish the Commission as the insurer or guarantor of the safety or physical condition of the association's facilities or purse of any race.
- (2) By submitting this application, applicant agrees to indemnify, save and hold harmless the Commission from any and all liability arising from unsafe conditions at the applicant's premises and default in payment of purses.
- (3) Applicant shall provide the Commission with a certificate of liability insurance as required by the Commission.
- (4) Applicant shall maintain in an approved depository, those amounts deducted from the pari-mutuel handle for distribution for the purposes specified in the Ch. 128A, 128C, and Commission rules.
- (5) Applicant and its managing officers are jointly and severally responsible to ensure that the amounts retained from the pari-mutuel handle are distributed according to the Ch. 128A, 128C, and Commission rules and not otherwise.
- (6) Applicant and its managing officers shall ensure that all purse monies, disbursements and appropriate nomination race monies are available to make timely distribution in accordance with Ch. 128A, and Commission rules.

The applicant agrees, if a license is issued, to abide by and comply with the provisions of Chapters 128A and 128C of the General Laws now in effect or as hereafter amended and any rules and regulations heretofore or hereafter promulgated by the Massachusetts Gaming Commission. The applicant agrees that that if a license is granted, it will become the duty of the applicant as long as the license shall remain in effect, to file with the Massachusetts Gaming Commission such reports as may be required by Chapters 128A and 128C of the General Laws now in effect or as hereafter amended and such rules and regulations as it has adopted or may hereafter adopt, and to make such payments as may be required by law, and for failure so to do, the licensee shall incur the penalties set forth in Chapters 128A and 128C of the General Laws, or in such rules and regulations as said Massachusetts Gaming Commission has adopted or may hereafter adopt.

The applicant agrees to comply with all federal, state or local laws, rules, regulations or ordinances, now in effect or hereafter adopted applicable to applicant's activities allowed under a license granted by the Commission.

The applicant agrees that any construction on the premises covered by a license granted by the Commission shall be subject to the inspection of Commission and to that end further agrees that

Sterling Suffolk Racecourse, LLC **Supplemental Application for a 2015 Racing License**

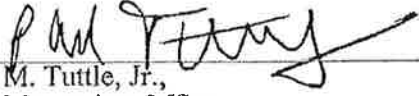
the Commission, its agents, representatives or employees, shall have access to the same during construction, and further agrees to so construct in strict accordance with such plans and specifications as may hereafter be approved by the Commission and to pay for the cost and expense incurred for the study and approval of the plans and specifications and inspection of the construction by said Massachusetts Gaming Commission. The applicant agrees that all buildings erected or to be erected on the premises here involved may be inspected by the Massachusetts Gaming Commission and their duly authorized agents, representatives or employees at any time, with or without prior notice to applicant.

Applicant agrees that all exhibits, statements, plans reports, papers, etc. submitted with the application are made a part hereof and are incorporated into this application as if set forth herein in full.

Applicant states under penalty of perjury that the answers provided in this application are true and correct. Applicant agrees that any license which may hereafter be granted is predicated upon statements and answers herein contained and that if the Commission determines that any information provided herein is false or misleading said license may be revoked.

Applicant: Sterling Suffolk Racecourse, LLC

By:



Paul M. Tuttle, Jr.,
Chief Operating Officer

Date: April 30, 2015

WITNESS:

WITNESS

ATTEST:


Charles A. Baker III
Secretary (Affix Corporate Seal)

AFFIDAVIT BY LIMITED LIABILITY COMPANY APPLICANT

Commonwealth of Massachusetts, County of Suffolk

Paul M. Tuttle, Jr., being duly sworn, upon his oath deposes and says that:

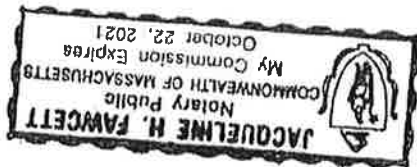
1. He is the Chief Operating Officer of the Limited Liability Company named as the applicant and signed the foregoing application.
2. He was duly authorized to sign said application in its name and in its behalf.
3. He has read and fully understands all of the questions pertaining to such applicant and that all of the foregoing answers, statements and declarations made thereto are true.

Subscribed and sworn to before me this 30th day of April 2015.

Paul M. Tuttle, Jr.
Signature of Affiant

Jacqueline H. Fawcett
Signature of officer administering oath

Notary Public
Title of such officer
My Commission Expires October 22, 2021



Sterling Suffolk Racecourse, LLC

Supplemental Application for a 2015 Racing License
EXHIBITS

Exhibit 6

The days on which the Applicant intends to hold or conduct its running horse racing in 2015 are set forth on the attached calendar, which shows a total of 3 racing performances.

The Applicant intends to run ten to twelve (10-12) races daily or as otherwise determined by applicant.

The Applicant is currently discussing with the NEHBPA the terms of a purse agreement for the 2015 racing meeting.



525 McClellan Highway
 East Boston, MA 02128
 (617) 567-3900

2015

Post-Time 12:00 P.M. (Eastern)
 Live Racing July 11, August 8, September 5
 # June 6, 2015 Belmont Stakes
 * October 30 & 31, 2015 Breeders' Cup

JUNE

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	#6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	* 30	* 31

Revised: 5/6/15

Ex 6

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THE COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS GAMING COMMISSION
PUBLIC MEETING #158

CHAIRMAN

Stephen P. Crosby

COMMISSIONERS

Gayle Cameron

James F. McHugh

Bruce W. Stebbins

Enrique Zuniga

July 23, 2015 10:30 a.m. - 3:45 p.m.

HYNES CONVENTION CENTER

900 Boylston Street, Room 103

Boston, Massachusetts

1 would be restricted to horses that had
2 previously started at Suffolk Downs.

3 CHAIRMAN CROSBY: Excuse me. It's
4 \$150,000 total or per day?

5 DR. LIGHTBAUM: Per day. Four races
6 would be restricted to horses that previously
7 started at Suffolk Downs with total purses per
8 day of about \$110,000. There would be up to
9 three steeplechase races with purses for each
10 race in the \$30-\$35,000 range. The rest of the
11 races would give preference to horses that
12 raced at Suffolk in 2014 providing that they
13 met the conditions of those races.

14 If they are approved for the race
15 days, Sterling Suffolk Racecourse has requested
16 a distribution of \$1.75 million from the Race
17 Horse Development Fund. This was to go into
18 the purse account per Chapter 23K section 60.
19 Chapter 10 of the Acts of 2015 allows for the
20 money in the purse account to be used for
21 administrative and horse racing operations.

22 The \$1.75 million would be used as
23 follows: \$1.2 million for purses for the three
24 days of racing, \$325,000 for the racing

1 operating expenses and future racing facility
2 development expenses and \$225,000 for the
3 NEHBPA annual operating expenses. If there is
4 no live racing this money can be escrowed for
5 three years.

6 The Acts of 2015 Chapter 10 allows
7 Suffolk Downs to continue simulcasting through
8 July 31, 2016 as long as there's a minimum of
9 one day of racing at Suffolk Downs in 2015 and
10 2016. Approving these three days would allow
11 Suffolk to continue to offer simulcasting and
12 retain some of their employees.

13 In looking at the requirements for
14 granting the license, there are several
15 criteria under 128A section 3(i). Number one
16 is financial ability. Suffolk has the
17 financial ability to operate using the money in
18 accordance with Chapter 10 of the Acts of 2015
19 for some of the operating expenses. Even with
20 that money, there will be a loss of money and
21 run a deficit which they can make up with their
22 simulcasting revenue.

23 The facility is suitable for
24 operation during the months that they are

1 planning to race and safe and convenient for
2 large number of spectators. Number three, the
3 staff they're hiring is experienced and should
4 be qualified to honestly manage racing. And
5 the increased purses should help ensure good
6 quality racing.

7 Number four, as far as having the
8 proper physical facilities for racing, Suffolk
9 has stated that they will do some carpeting and
10 maintenance on the barns to be used.

11 Number five the track surface is
12 usually very safe with a low rate of injuries.
13 With minimal time for training ahead of time on
14 the track, the Racing Division recommends that
15 Suffolk be required to get an outside track
16 expert to evaluate the surface. Normally, when
17 we open at Suffolk, there is a month, month and
18 a half of training on the surface before
19 there's actual racing. This time they'll just
20 be a day ahead of time.

21 Finally, since the track kitchen has
22 burned down, they will have a food truck for
23 the people on the backside, which is not ideal
24 to not have a kitchen but it's offset by their

1 intention to not charge for the food. The
2 dorms will be recommissioned and available for
3 use.

4 My recommendation, if the two
5 options for this year are the three-day meet or
6 no meet, I recommend the Commission approve the
7 three-day meet with the following conditions:
8 Suffolk will get an independent expert in to
9 review the track surface prior to racing.
10 Suffolk will provide a detailed budget to the
11 Commission. Every effort will be made to limit
12 the number of steeplechase races to one per
13 day.

14 After each day of racing, Suffolk
15 will report to the Commission the number and
16 percentage of recent Suffolk horsemen and
17 horses that benefited from their races. And
18 that the date in August will be pushed back at
19 least one week to August 15, preferably August
20 22 to give the Commission time to approve the
21 racing officials, key operating officials, and
22 license and fingerprint the occupational
23 licensees and to get our staff on board.

24 Again, the recommendation is if we

1 have the two options -- if there is a third
2 option where there could be a longer meet at
3 Suffolk that would be preferable. Thank you.

4 COMMISSIONER MCHUGH: Can I just as
5 an aside say that this screen has been clicking
6 in and out throughout Dr. Lightbaum's
7 presentation. So, I wonder if we actually have
8 a good stream.

9 CHAIRMAN CROSBY: Maybe somebody can
10 work on this screen. You're saying it's
11 working fine on the Web? Okay. Because the
12 image on our screen keeps going off.

13 DR. LIGHTBAUM: Pardon me. I forgot
14 condition number six, if I may. Condition
15 number six, Suffolk Downs is in arrears with
16 the Commission in regards to the Twin Spires
17 ADW from March through June. It's an estimated
18 \$20,000. They need to provide the Commission
19 with a signed contract and become current with
20 their payments. Thank you.

21 COMMISSIONER ZUNIGA: Can I get to a
22 number that Mr. Chairman was alluding to? So,
23 the purses are going to be under \$150,000 per
24 day altogether, right?

1 DR. LIGHTBAUM: The total is
2 \$500,000 in purses each day that they're
3 planning on giving out.

4 COMMISSIONER ZUNIGA: Where does the
5 150 come from?

6 DR. LIGHTBAUM: There's 150 that
7 would go to the Mass. bred races. There would
8 be three with \$50,000 for each race.

9 COMMISSIONER ZUNIGA: Okay. So, if
10 it's 500 per day, the request is \$1.7 million
11 for three days. So, where is the other 200?

12 DR. LIGHTBAUM: The \$150,000 for the
13 Mass. bred races is a separate pool of money
14 and it's estimate. The races all will have
15 different purses. And depending on which races
16 fill will be what actually is paid in purses
17 for the day.

18 COMMISSIONER ZUNIGA: So, it's fair
19 to say the \$1.7 million all goes to purses
20 throughout the three days different races, etc.

21 DR. LIGHTBAUM: Yes.

22 CHAIRMAN CROSBY: The 1.7?

23 DR. LIGHTBAUM: 1.2.

24 CHAIRMAN CROSBY: 1.2.

1 But is two weeks something where
2 it's possible, it's not possible? And then we
3 need to make a decision.

4 MR. LAGORIO: I think that's fine.

5 COMMISSIONER CAMERON: It's just an
6 option.

7 COMMISSIONER ZUNIGA: I suppose I
8 need to understand a little better the 2015
9 legislation. Could we either -- Do we have it
10 or could we refer to it?

11 MS. BLUE: Yes, I have it.

12 COMMISSIONER ZUNIGA: It does grant
13 Suffolk the signal, if you will, so long as
14 they conduct one day of racing.

15 CHAIRMAN CROSBY: Each year.

16 MS. BLUE: Yes, that's correct, each
17 year.

18 COMMISSIONER ZUNIGA: Each year.

19 MS. BLUE: Yes.

20 COMMISSIONER ZUNIGA: But isn't
21 there subject to the approval of the Gaming
22 Commission as far as what they have before us?

23 MS. BLUE: It's subject to your
24 approval in terms of the one -- It's between

1 one and 50 days of racing subject to your
2 approval.

3 COMMISSIONER ZUNIGA: One and 50?

4 MS. BLUE: Yes.

5 COMMISSIONER ZUNIGA: It's now
6 before us for three.

7 MS. BLUE: That's right.

8 COMMISSIONER ZUNIGA: But we don't
9 have to approve for three.

10 MS. BLUE: No, you do not.

11 COMMISSIONER ZUNIGA: And that
12 doesn't change what effectively has already
13 happened, which is the seven months that have
14 already gone in terms of simulcasting.

15 MS. BLUE: That's right.

16 CHAIRMAN CROSBY: Could I explore
17 something? Mr. Tuttle and Mr. Barnett
18 intimated I think that there's a sort of an
19 objective set of criteria which if met limits
20 our discretion on whether to make a decision.

21 I then heard Mr. Barnett say, well,
22 maybe there are other things like the long-term
23 health of the industry that we could consider.

24 But how do you read the exercise of

1 our discretion? First of all, in the criteria
2 themself, if the memo that we got is quoting
3 from the statute, it does look to me that there
4 are some subjective issues like maximum revenue
5 to the Commonwealth.

6 But how do you read our ability of
7 how our discretion would be and can be
8 exercised?

9 MS. BLUE: So, those are the
10 criteria that are in the statute. They come
11 from 128A. Some of those criteria are
12 subjective. And I think as Commissioner McHugh
13 pointed out, when you're talking about the
14 welfare of the industry itself, it does fit in
15 to the criteria that talks about maximizing
16 revenues and the economic interest of the
17 people involved.

18 So, the criteria do -- some of them
19 are more objective. The financial integrity is
20 fairly objective. But some of the others are
21 more subjective.

22 So, I do think you can consider the
23 industry itself, how it is helped or not helped
24 by the application at hand. And you can weigh

1 that.

2 I also think that you need to look
3 at each of these criteria and determine whether
4 they are supported by the evidence that's in
5 front of you. That's the evidence includes the
6 application that's filed, the comments that
7 you've received, the questions that we posed
8 and got answers to.

9 So, I think it would be helpful
10 maybe to go through each of the criteria and
11 determine whether you think you have enough
12 information on each one to answer those
13 questions.

14 CHAIRMAN CROSBY: Is this the exact
15 language in the statute in Director Lightbaum's
16 memo? It cites the criteria from 128A section
17 3(i).

18 MS. BLUE: Yes, that's the language.

19 CHAIRMAN CROSBY: That language is
20 directly from the statute. Other thoughts or
21 questions?

22 COMMISSIONER ZUNIGA: My read of the
23 2015 intention was along the lines of
24 benefiting the local industry is that there was

1 them in two weeks.

2 COMMISSIONER CAMERON: We have
3 information that there is a viable, legitimate
4 corporation who is interested in racing for a
5 longer period of time. Exploring with Suffolk
6 Downs a lease option, I would not in any way
7 say we should be in the middle of expecting
8 anything other than in two weeks for them to
9 have a good-faith opportunity to explore that
10 option.

11 COMMISSIONER ZUNIGA: Doesn't this
12 apply to both placeholder applications, the
13 HBPA and Suffolk Downs?

14 COMMISSIONER STEBBINS: They
15 withdrew their application.

16 COMMISSIONER CAMERON: We have the
17 one application before us.

18 COMMISSIONER ZUNIGA: We only have
19 the one application.

20 COMMISSIONER CAMERON: Correct, yes.
21 And that would be the end of my motion would be
22 just the two weeks to explore that option and
23 be prepared to come back at the point and make
24 a decision.

1 that's going to be the motion, I will be in
2 support of waiting a little bit more time.

3 COMMISSIONER CAMERON: And I thought
4 two weeks. We do have to make this decision.
5 And I think it's only fair to the licensee that
6 we don't wait another month, frankly. But I
7 think two weeks where this is a new -- And
8 there is so many feelings around these issues.
9 We're trying to be fair to everyone involved.

10 And I think two weeks would be
11 appropriate. If it can't happen by then, I'll
12 be prepared to make a decision two weeks from
13 now. That would be my one thought that if
14 there is an opportunity two weeks, and then it
15 would certainly have to be something for
16 another year after that.

17 COMMISSIONER STEBBINS: If we agree
18 to go with tabling this for two weeks, at some
19 point I do want to get back to the question of
20 kind of the breakdown of the request from the
21 Race Horse Development Fund.

22 COMMISSIONER CAMERON: Okay. So, I
23 move that we table this license application for
24 two weeks. And we will bring it back before us

1 August 6.

2 COMMISSIONER ZUNIGA: I second that.

3 CHAIRMAN CROSBY: Discussion?

4 COMMISISONER MCHUGH: I don't see
5 what's going to happen in two weeks. We are
6 going to be here in two weeks. And at most,
7 we're going to have a we're interested
8 statement.

9 We heard testimony today that a
10 letter of interest was requested. That didn't
11 materialize. And I don't know what possibly
12 can happen of utility in two weeks.

13 And I also think we're treating this
14 as an either/or situation, which for reasons I
15 discussed before I don't think it is. I just
16 wanted to make that final comment. It sort of
17 telegraphs what I'm going to do next.

18 COMMISSIONER STEBBINS: I just have
19 a question about the motion to table. We're
20 saying we're going to table this for two weeks.
21 Is it your interest in kind of recommending or
22 making a suggestion (1) why are you doing it in
23 two weeks in terms of sending our license
24 applicant direction as to what we expect out of

1 MR. TUTTLE: The only thing I would
2 point out to the Commission is that two weeks
3 will require us to amend our dates request just
4 so that everyone is aware of that upfront.

5 CHAIRMAN CROSBY: Further
6 discussion? All in favor, aye.

7 COMMISSIONER CAMERON: Aye.

8 COMMISSIONER ZUNIGA: Aye.

9 COMMISSIONER STEBBINS: Aye.

10 CHAIRMAN CROSBY: Opposed?

11 COMMISSIONER MCHUGH: No.

12 CHAIRMAN CROSBY: The ayes have it
13 four to one. Thank you folks. I suggest we
14 take a quick break.

15

16 (A recess was taken)

17

18 CHAIRMAN CROSBY: I think we are
19 ready to reconvene. Do you have anything that
20 can match that, Dr. Lightbaum?

21 DR. LIGHTBAUM: Hopefully, this will
22 be very short. Right, we can get this one done
23 today.

24 In front of us we've got three

1 I can only imagine people at the Legislature to
2 have a similar struggle is my guess. And how
3 things changed as a result of what used to be
4 practices of awarding a signal in return for a
5 number of race days and left to the
6 stakeholders the purse agreement decisions,
7 etc.

8 So, as we think of the next year,
9 needless to say, and this 2015 piece of
10 legislation expiring halfway through it, I
11 think there is enough time to at least start
12 engaging as to what expectations up at the
13 Legislature may be relative to plans beyond
14 that. There is really by some measures little
15 time to get to whatever is going to carry after
16 July 2016.

17 COMMISSIONER CAMERON: I do have one
18 concern if we approve this, which we haven't
19 voted yet obviously. But Mr. Tuttle, we've
20 always had the professional relationships with
21 you and Suffolk as a licensee. I have concerns
22 about continuing that. I have concerns about
23 your consultants, your staff in treating this
24 Commission and our staff in a professional

1 manner. I think you know what I'm referring
2 to. And I would expect you if in fact we move
3 forward to make sure that that would be the
4 case moving forward.

5 MR. TUTTLE: I understand. Thank
6 you.

7 CHAIRMAN CROSBY: And I pretty much
8 agree. I think we all feel strongly that if
9 there's any chance of a longer meet in 2016, we
10 want every opportunity to have that fleshed
11 out. We understand that it involves the
12 economics of Suffolk Downs.

13 We notice the lights were out. Now
14 we're back. Somebody with the glasses back
15 there leaning against the light fixtures.

16 It appears to me at least that
17 whether there is a viable opportunity for a
18 longer meet and it does include -- a major
19 consideration is the simulcasting that involves
20 conflicting financial interests. It's tough.
21 Those negotiations and discussions have to go
22 on.

23 The Legislature did give us the
24 right to grant or not grant the simulcast

1 right. And I think we need put ourselves in a
2 position for 2016 so that the simulcast rights
3 can be in play as part of the negotiation or as
4 part of the brainstorming, strategizing,
5 negotiation about seeing whether we can come up
6 with a viable thoroughbred horseracing
7 industry.

8 And I will help make sure that we
9 try to tee this up soon enough that we can
10 figure out if there is another way to go.

11 Having said that I think that there
12 is not -- Two important things. One, the
13 Legislature did tell us that they would be
14 comfortable to have Suffolk Downs proceed with
15 the simulcast with as few as one day of racing.
16 That was the statement from the Legislature
17 authorizing that possible move.

18 Secondly, for now, the New England
19 Horseman Benevolent -- NEHBPA has endorsed and
20 supported this. The internal issues that are
21 going on with that organization and its
22 membership and other organizations are
23 internal. They're not our issues. For the
24 time being that leadership group has taken the

1 position as Commissioner Cameron had said.

2 I also actually happen to think that
3 there is one benefit to the industry. I think
4 the concern about showing the world that there
5 is life in thoroughbred racing does have some
6 merit. There is a model around the country,
7 there is a precedent around the country of
8 monies like Race Horse Development Funds being
9 scooped off by the Legislature for use in other
10 places.

11 And I do think that if it's possible
12 to have a meet that there is a benefit to the
13 maintenance of thoroughbred racing by
14 demonstrating some vivacity in that initiative.
15 Hopefully, it will involve our residents to the
16 maximum extent possible.

17 So, with all that I too would be in
18 favor of granting the license. And we'll get
19 to the three buckets of money later on.

20 COMMISSIONER MCHUGH: I just want to
21 add one thing to what I said before because I
22 favor this too. One of the biggest arguments
23 against it is that the money that will be spent
24 on purses this year should be saved and used

1 when a new meet and a longer meet is ultimately
2 determined.

3 I too hope that a longer meet will
4 be ultimately determined as soon as next year.
5 And the calculations that I've done, as I just
6 mentioned a minute ago, expending this money
7 will still leave the possibility for a 50-day
8 meet before the end of fiscal year '16, of
9 about three times what the daily purse rate was
10 last year, around \$300,000. There will be
11 enough money for that.

12 So, I think the economic interests
13 of the horsemen are not going to be adversely
14 affected by this.

15 MR. TUTTLE: The only other thing I
16 would point out for your consideration as you
17 separate the dates request from the request for
18 the funding is our ability to be successful is
19 somewhat related to, perhaps very related to
20 the purse amount.

21 By way of example, at \$105,000 a day
22 the last few years that's about the lowest on
23 the East Coast. We were routinely competing
24 for horses against places that offer \$250,000 a

1 day in purses. The \$1.75 million that we've
2 requested is the equivalent to the one purse
3 for the Haskell at Monmouth Park this past
4 Sunday won by American Pharaoh. It is not as
5 if -- Our ability to be successful in those
6 three days is very much related to the \$1.2
7 million in funding that we've requested
8 directly for the purses.

9 COMMISSIONER MCHUGH: The \$1.2
10 million. The \$1.75 includes the \$325,000 for
11 operating expenses and future facilities not
12 purses.

13 MR. TUTTLE: That's not for us.
14 That's for the HBPA.

15 CHAIRMAN CROSBY: Quiet please.

16 MR. TUTTLE: Just so everyone is
17 aware of the 1.75 none of it flows to Suffolk
18 Downs.

19 COMMISSIONER MCHUGH: I understand
20 that. And I understand your point. You want
21 the large purses to be available.

22 MR. TUTTLE: Sufficient to attract
23 horses for the three days.

24 COMMISSIONER ZUNIGA: Wasn't that

1 always part of the mix and up to the commercial
2 interests that you had that would result in
3 your supplementing those purses?

4 MR. TUTTLE: Historically, there is
5 a dynamic tension between the amount of purse
6 money and the amount of days. Some facilities
7 pay higher purses and run fewer days. And they
8 create a sense of urgency and a sense of place.

9 Saratoga is six weeks from July 24
10 through Labor Day. Other places run longer
11 meets 100, 150 days. Most of those have
12 supplements from gaming that are even larger
13 than what is anticipated in the Race Horse
14 Development Fund.

15 So, part of it is horsemen would
16 like a place to go for a full year and not have
17 to travel. Who can blame them? And fans
18 conversely prefer to bet on the highest
19 perceived quality which is \$400-, \$500-,
20 \$600,000 a day in purses attracting the best
21 horses. And it's pretty much a graph that you
22 can see.

23 COMMISSIONER ZUNIGA: Okay.

24 CHAIRMAN CROSBY: Anything else?

1 All right, Commissioner Cameron, do you want to
2 tee up the first?

3 COMMISSIONER CAMERON: So, we're
4 going to vote on just the racing days and then
5 address the other issues; is that right?

6 CHAIRMAN CROSBY: Yes. We can start
7 out with them as a group and then figure out
8 how we proceed.

9 COMMISSIONER CAMERON: So, I move
10 that the request from Suffolk to have a three-
11 day race meet, and those dates were September
12 5, October 3 and the 31st be approved.

13 CHAIRMAN CROSBY: Second?

14 COMMISSIONER STEBBINS: Second.

15 CHAIRMAN CROSBY: Any further
16 discussion? All in favor, aye.

17 COMMISSIONER MCHUGH: Aye.

18 COMMISSIONER CAMERON: Aye.

19 COMMISSIONER STEBBINS: Aye.

20 CHAIRMAN CROSBY: Opposed?

21 COMMISSIONER ZUNIGA: No.

22 CHAIRMAN CROSBY: The ayes have it
23 four to one, Commissioner Zuniga opposed.

24 CHAIRMAN CROSBY: Okay. Now there

1 is a proposal that there also be an
2 appropriation of \$1.75 million from the Race
3 Horse Development Fund that to be \$1.2 for
4 purses, three -- What are the numbers?

5 DR. LIGHTBAUM: 325.

6 CHAIRMAN CROSBY: 325 for NEHBPA
7 operating expenses.

8 MS. BLUE: It's 325 for their
9 expenses, they're called future expenses. And
10 they're around development. And then there's
11 225 for what we look at as sort of current
12 expenses, their day-to-day type expense.

13 COMMISSIONER STEBBINS: Isn't some
14 of this request also go to the breeders?

15 MS. BLUE: No, we've made the
16 payments to the breeders.

17 CHAIRMAN CROSBY: So, say again.
18 The recent legislation changed the ability take
19 some of the monies from the Race Horse
20 Development Fund and put it into these other
21 purposes, correct, or expanded it?

22 COMMISSIONER ZUNIGA: Administrative
23 purposes.

24 MS. BLUE: It said that they could

1 use funds for administrative and operating
2 expenses subject to an agreement with the
3 horsemen.

4 CHAIRMAN CROSBY: Right.

5 COMMISSIONER MCHUGH: There's two
6 buckets of money requested in addition to the
7 purses. And the total purse amount is
8 determined in part by what Dr. Lightbaum? The
9 \$1.2 million is an estimate, right?

10 DR. LIGHTBAUM: Right, when actual
11 races fill, get enough horses entered in them
12 will determine what races are actually run.
13 And they all have different purses. There is
14 some variability in that.

15 COMMISSIONER MCHUGH: Is the \$1.2
16 million anticipated to be a cap on the total
17 purse amount or an estimate?

18 MR. TUTTLE: It's an estimate but we
19 hadn't planned on requesting more than that.

20 COMMISSIONER MCHUGH: So, that means
21 that the other two buckets are the \$325,000 and
22 the \$225,000, right?

23 DR. LIGHTBAUM: Right.

24 COMMISSIONER MCHUGH: The \$325,000

1 is for racing, operating expenses and future
2 racing facility development expenses, and
3 include such things as legal advisors, bond
4 counsel, soil testing, engineering,
5 architectural fees, permitting processes. And
6 it seems to me that that's premature.

7 COMMISSIONER ZUNIGA: I would agree
8 with that.

9 COMMISSIONER MCHUGH: I'd just
10 suggest that we don't have a viable alternative
11 proposal now. And to appropriate that money
12 now does not make sense.

13 CHAIRMAN CROSBY: Read the list
14 again, Commissioner.

15 COMMISSIONER MCHUGH: It's current
16 and future racing projects, consulting
17 \$125,000, legal advisors, financial advisor,
18 bond counsel, soil testing, engineering,
19 architectural fees and a permitting process for
20 what I am not certain. First of all, I'm not
21 certain that that comes within the statutory
22 definition of operating expenses.

23 MS. BLUE: I agree with Commissioner
24 McHugh. I don't believe that's what was

1 contemplated by talking about administrative
2 and operating expense.

3 COMMISSIONER MCHUGH: Administrative
4 and operating expenses. So, that's cut number
5 one. Cut number two is for the NEHBPA
6 administrative expenses that's 225. General
7 and administrative including -- Please, I'm
8 talking now. -- general and administrative, it
9 includes \$73,000, consulting and contract
10 services \$140,000 and insurance \$12,000.
11 That's what that category is.

12 CHAIRMAN CROSBY: Does that strike
13 you as within --

14 COMMISSIONER MCHUGH: Is strikes me
15 as within the category that it is within the
16 category.

17 MS. BLUE: I think that is more like
18 what was contemplated. We have had some
19 conversations. And my understanding is these
20 pertain to expenses that have been incurred in
21 the normal course of their operation, salaries,
22 rents, things like that. And that makes sense
23 under the new legislation.

24 COMMISSIONER STEBBINS: And the memo

1 points out it's traditional -- This is the
2 letter from the NEHBPA. It talks about this a
3 traditional funding source. Do we have any
4 idea how this amount measures up with previous
5 years?

6 DR. LIGHTBAUM: They usually spend
7 about \$350,000.

8 CHAIRMAN CROSBY: For what they're
9 now asking for \$225,000?

10 DR. LIGHTBAUM: Did I get that
11 right?

12 MS. BLUE: That is correct, yes.
13 They're asking for the \$225,000.

14 DR. LIGHTBAUM: They normally do
15 \$250,000, yes, I misspoke. Usually, it's about
16 \$250,000 and they're asking for \$225,000.

17 COMMISSIONER MCHUGH: Okay. I would
18 be in favor of the \$225,000, not the \$325,000
19 for a total package of \$1.425 million, 1.2 for
20 purses; 2.25 for administrative expenses for
21 the NEHBPA.

22 COMMISSIONER ZUNIGA: 225.

23 COMMISSIONER MCHUGH: Pardon me?

24 COMMISSIONER ZUNIGA: 225, you said

1 2.25.

2 COMMISSIONER MCHUGH: I'm sorry,
3 \$225,000.

4 COMMISSIONER STEBBINS: Total of
5 \$1.425 million.

6 COMMISSIONER MCHUGH: \$1.425
7 million, right.

8 COMMISSIONER STEBBINS: If that's a
9 motion -- Is that a motion?

10 COMMISSIONER MCHUGH: I'm just
11 expressing my opinion at the moment.

12 COMMISSIONER STEBBINS: I would
13 agree with that. I think the \$325,000 is
14 somewhat premature. And again it's
15 questionable whether it's an allowed expense
16 apparently.

17 CHAIRMAN CROSBY: You're saying
18 you're not sure whether it's -- We actually
19 haven't gotten an opinion on that issue, have
20 we? Or is that your formal opinion?

21 MS. BLUE: That's my opinion. We
22 had conversations that this is money that would
23 be used to developing a new facility. There's
24 two things. Under the legislation that was

1 passed, they talk about administrative and
2 operating expenses.

3 That's explicit language that
4 actually pretty much codifies what has happened
5 in the past. Which in the past per purse
6 agreement that kind of money could flow to the
7 NEHBPA for their operating type expenses.

8 I don't think the contemplation was
9 that they would use this as seed money for a
10 track. I think that sort of requires a
11 different conversation with the Legislature.

12 CHAIRMAN CROSBY: That's pretty
13 persuasive. Okay. I take your opinion on
14 that, but I certainly agree with Commissioner
15 McHugh's point that that might be -- Those may
16 well be appropriate expenses for some project
17 at some point, but to have it before there's
18 even a project doesn't make any sense, never
19 mind the issue of whether it's an allowed use.
20 Other thoughts? Do you agree?

21 COMMISSIONER CAMERON: I do as well.

22 CHAIRMAN CROSBY: Do you want to
23 make motion to that effect, Commissioner
24 McHugh?

1 COMMISSIONER MCHUGH: I move that
2 the Commission authorize an expenditure from
3 the purse account (SIC) of \$225,000 for NEHBPA
4 administrative expenses and \$1.2 million not
5 more than \$1.2 million for purses for the
6 three-day meet the Commission has just
7 authorized.

8 CHAIRMAN CROSBY: Second?

9 COMMISSIONER CAMERON: Second.

10 CHAIRMAN CROSBY: Further
11 discussion? Commissioner Stebbins, you look
12 like you're --

13 COMMISSIONER STEBBINS: No.

14 CHAIRMAN CROSBY: Further
15 discussion, Commissioner Cameron?

16 COMMISSIONER CAMERON: No.

17 CHAIRMAN CROSBY: All in favor, aye.

18 COMMISSIONER MCHUGH: Aye.

19 COMMISSIONER CAMERON: Aye.

20 COMMISSIONER ZUNIGA: Aye.

21 COMMISSIONER STEBBINS: Aye.

22 CHAIRMAN CROSBY: Opposed? The ayes
23 have it unanimously.

24 MR. TUTTLE: Thank you very much.

1 CHAIRMAN CROSBY: Now I think we are
2 back to item 5(b).

3 DR. LIGHTBAUM: So, we wanted to
4 talk a little bit about next racing season.
5 Obviously, things this year were not probably
6 what anybody really hoped for. Three days of
7 racing does not support an industry. I don't
8 think there is any argument about that fact.

9 So, going forward we have just about
10 two months before applications for the next
11 racing season are due in. And as several of
12 you have already commented, we would like to
13 see some great proposals come in. We'd like to
14 open it up to anybody who is interested.

15 And if people would like to come in
16 and speak to the Commission about what they are
17 doing at other tracks, we'd like to find out
18 that. We'd like to see what's working in other
19 parts of the country so that we can have
20 something positive for next year, a meaningful
21 meet next year going forward.

22 COMMISSIONER STEBBINS: I would
23 agree with Dr. Lightbaum. She and I had a
24 quick conversation about this. We've always

1 worn a hat as we've -- When wearing our gaming
2 hat, we have always encouraged competition.
3 We've looked for competition.

4 We really haven't had to do that
5 over the past few years with respect to racing,
6 which we now manage and oversee. I think the
7 work that was done, the efforts to invite or
8 encourage the Stronach Group to look at
9 thoroughbred racing in Massachusetts was
10 encouraging.

11 I think we have a time window now
12 between now and when the applications are due
13 to invite them back to the table, help us
14 understand the thoroughbred racing landscape a
15 little bit better, help us understand the value
16 of the purse money that we've talked about here
17 and where we expect it's going to be by the end
18 of fiscal year.

19 The fact that we have regulations
20 that are sunseting and what are some of the
21 proactive changes we might consider to those
22 that would assist the industry.

23 We have a licensee that has
24 tremendous horseracing experience in Penn

1 National.

2 I don't know what else is out there,
3 but I would somewhat rephrase what you just
4 suggested saying they're welcome to come in and
5 talk to us. I think we ought to be a little
6 more aggressive in that and reach out to who
7 these players are and invite them to sit down
8 and talk with us. Either come in and meet with
9 us in Boston, do it over the phone, get the
10 Stronach people back on the phone thinking
11 about next year.

12 Also before the application deadline
13 is upon us, have this body think about what is
14 -- what do we want our expectations to be for a
15 race meet schedule next season? Not everybody
16 is happy with three days, but unless we make
17 our expectations known to an applicant, I don't
18 want to find us back in the same position next
19 year.

20 But that was my suggestion. I would
21 like to see us encourage competition, go out
22 and see what the landscape looks like. We do
23 it with gaming. We should be at this stage
24 where we've heard repeatedly that Suffolk may

1 be transitioning to either looking at other
2 development opportunities on their property,
3 now is an opportune time. And there may be
4 some folks out there that are interested in
5 partnering with us to pump some energy back
6 into the thoroughbred industry in
7 Massachusetts.

8 That was my thought. And I shared
9 that with Alex, but I don't know how anybody
10 else feels.

11 CHAIRMAN CROSBY: I totally agree.
12 The only thing is the time sensitivity. There
13 is this point about the simulcast rights. And
14 that is a critical variable in any
15 negotiations. And we have to figure out how we
16 let that be in play in a way that it's
17 appropriate for us in our role. And you guys
18 can help us on that.

19 COMMISSIONER ZUNIGA: I have a
20 question on that note, which is it comes from a
21 goal that I think is incumbent upon us. I
22 would really like us not to be in a position of
23 come October be looking at one or two
24 placeholder applications for just one day of

1 racing.

2 If we have to extend that deadline
3 even though it's statutory, I'd rather -- maybe
4 there is something that we can communicate
5 quickly to the Legislature to make sure that
6 that's not -- we're not subject to that.
7 Because we might find ourselves in a very
8 similar position if all we have is one
9 placeholder application for just one day.

10 As a corollary, if 2015 here -- If
11 this legislation of 2015 takes us de facto
12 already to June or is it July 2016?

13 MS. BLUE: It takes us into July
14 2016.

15 COMMISSIONER ZUNIGA: Are there
16 other options relative to all of the other
17 pieces of the statute that converge here to be
18 planning accordingly for the same purposes of
19 soliciting interests from whomever, not just
20 the current players or the potential players
21 but everyone else with the right amount of time
22 to be able to put together what would be not a
23 placeholder application.

24 I think that's something that we

1 really need to explore in my opinion quickly so
2 that we don't find ourselves in a very similar
3 position come after October or next year or
4 before June of next year when all of this is
5 coming to ahead again.

6 COMMISSIONER MCHUGH: I agree with
7 that. And I would also like us to look at
8 something that I just was thinking about this
9 morning as I reread the legislation.

10 That is it says that we're bound by
11 the Legislature's determination that the
12 Suffolk licensee keeps that license through the
13 end of the fiscal year. But the legislation
14 says the running horse meeting licensee located
15 in Suffolk licensed to conduct live racing
16 pursuant to 128A and simulcast wagering
17 pursuant to 128C in calendar year 2014 shall
18 remained licensed as a running horse meeting
19 licensee. It doesn't say the running horse
20 meeting licensee.

21 So, I would like as we think about
22 these things, the legal division to think about
23 whether by using the word a the Legislature
24 contemplated the possibility of more than one,

1 which would open up a lot of possibilities, it
2 seems to me.

3 MS. BLUE: 128A does. And we will
4 go back and review the language, it does have
5 the ability to have multiple licensees in
6 certain categories with geographic spacing.
7 So, we can go back and take a look at how that
8 might work with what the 2015 legislation did.

9 COMMISSIONER ZUNIGA: There used to
10 be more than one simulcast license, didn't
11 there?

12 MS. BLUE: The simulcasting has been
13 tied historically to live racing. And there
14 were others, as I understand it, in the past
15 there were multiple live racing meets of both
16 types as long as they met certain geographic
17 distances.

18 Over time, it seems as though those
19 numbers have shrunk. Right now, they still tie
20 simulcasting to a race meet, which is another
21 legislative question that probably should be
22 looked at.

23 CHAIRMAN CROSBY: Okay. Anything
24 else on this topic or the racing division? All

1 right. Thank you very much.

2 Now we are back to item 4, the legal
3 division. Folks from the industry who stuck
4 with us, thank you very much for coming.

5 General Counsel Blue.

6 MS. BLUE: I would just like to make
7 a brief comment on item (b) before I let Mr.
8 Grossman talk about transfer regulations.

9 If you look at item (b) what you
10 might recall is this matter was before you at
11 the last Commission meeting and you did in fact
12 approve it. The reason it is here before you
13 today, we're asking to ratify it because we did
14 receive a concern from a member of the public
15 who believed that our agenda was not perhaps
16 detailed enough to understand what we were
17 considering.

18 And reviewing their letter and their
19 concern, it is possible that they have a valid
20 concern. We used abbreviations such as SBIS
21 instead of spelling out what it was. So, you
22 will see that in the future when we consider
23 regulations, we will be more specific, put in a
24 little more detail about what it's about. We

Ex 7

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THE COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS GAMING COMMISSION
PUBLIC MEETING #160

CHAIRMAN

Stephen P. Crosby

COMMISSIONERS

Gayle Cameron

James F. McHugh

Bruce W. Stebbins

Enrique Zuniga

August 6, 2015 10:30 a.m. - 4:33 p.m.

HYNES CONVENTION CENTER
900 Boylston Street, Room 207
Boston, Massachusetts

1 (A recess was taken)

2

3 CHAIRMAN CROSBY: We will reconvene
4 the 160th meeting at about 3:00. We will go to
5 item 5 on the agenda, which is Racing Division,
6 Dr. Lightbaum.

7 DR. LIGHTBAUM: Good afternoon, Mr.
8 Chairman.

9 MR. CHAIRMAN: Just for the record,
10 by the way, my apologies to the folks from the
11 horse racing industry who have been here. We
12 are running late. I know a lot of you are here
13 on your own time. We appreciate your patience.
14 And sorry that we're running late.

15 DR. LIGHTBAUM: Good afternoon, Mr.
16 Chairman and Commissioners. On July 29
17 Commissioner Cameron I had conference call with
18 Tim Ritvo who is the COO Stronach Group and
19 Bill Lagorio.

20 Mr. Ritvo stated that the Stronach
21 Group was definitely interested in leasing
22 Suffolk Downs facility and felt that a 40-day
23 race meet was possible with the revenues that
24 he has seen. He felt that if they had the

1 right lease agreement maybe they could do a
2 two-year deal for 2015 and 2016 but he did say
3 that it would probably be very difficult to get
4 a 2015 meet together now.

5 He had stated that he had also
6 spoken to the NEHBPA and they did not appear
7 that interested. And that he has also had
8 conversations with Chip Tuttle, COO of Suffolk
9 Downs. He was interested in signing a
10 nondisclosure agreement with Suffolk Downs so
11 they could review the expenses and further
12 their talks.

13 CHAIRMAN CROSBY: That's happening?

14 DR. LIGHTBAUM: I don't believe
15 they've gone any further since then.

16 CHAIRMAN CROSBY: But they did sign
17 a nondisclosure, is that what you said?

18 DR. LIGHTBAUM: No, they haven't. I
19 think they were waiting to maybe see the
20 outcome of today's hearing. And Commissioner
21 Cameron may wish to add --

22 CHAIRMAN CROSBY: Chip, if you would
23 come up and have a seat.

24 CHAIRMAN CROSBY: I'm sorry I

1 interrupted you in your last sentence.

2 DR. LIGHTBAUM: No problem.

3 CHAIRMAN CROSBY: I just missed your
4 last sentence.

5 DR. LIGHTBAUM: Commissioner Cameron
6 may add.

7 COMMISSIONER CAMERON: Dr. Lightbaum
8 asked me to join her on a call this week. And
9 I thought it was important to get first-hand
10 information about possibilities.

11 As everyone knows we are trying to
12 balance all of the interests here. And
13 certainly a longer meet is something that our
14 local horsemen are very interested in. And if
15 there was a possibility of that that hadn't
16 been explored yet, we thought that a two-week
17 period in order to explore that made some
18 sense.

19 It was a productive call. Mr. Tim
20 Ritvo is certainly passionate about racing,
21 passionate about the possibilities here in the
22 Commonwealth, but the important piece that I
23 took away was that that was nearly impossible
24 for this year. And we're in August as it is.

1 That was the piece of the
2 conversation that I was looking to have some
3 information of what was possible for this year
4 before we move forward with the pending license
5 application.

6 That was the extent of that call
7 really just some possibilities for next year
8 and the year after. But this year really is
9 not something that they thought was possible.

10 CHAIRMAN CROSBY: Okay.

11 COMMISSIONER CAMERON: Anything else
12 Doctor?

13 DR. LIGHTBAUM: Not on that
14 discussion.

15 COMMISSIONER STEBBINS: Just as a
16 refresher because of the delays, what are the
17 three dates that we're considering? Can you
18 just reiterate those?

19 DR. LIGHTBAUM: Chip may be able to
20 answer that off the top of his head.

21 MR. TUTTLE: September 5, October 3,
22 October 31.

23 DR. LIGHTBAUM: Thank you.

24 CHAIRMAN CROSBY: So, we are back to

1 where we were two weeks ago, which is to decide
2 whether or not to approve the application for
3 three-day meet. Where are we on that?

4 COMMISSIONER ZUNIGA: Is this an all
5 or nothing approval? I guess I've been
6 thinking about the numbers that are being
7 requested from the Horse Race Development Fund
8 of which we are the trustees to go to purses.

9 And I wonder if there's any way for
10 us to decide whether those numbers should be
11 looked at or approved partially or have to be
12 approved in totality with the application.

13 MS. BLUE: There are three
14 components to the number that's been provided.
15 The first is the purse component. Then there
16 is a component for what we will call admin. and
17 operating expenses, but they have been
18 delineated in the most recent letter that's in
19 your packet.

20 I think you have the ability to
21 review each of those pieces. I think you have
22 the ability to approve what you think is an
23 appropriate number. When the Race Horse
24 Development Fund was founded, it assumed that

1 there would be a full racing season and then
2 that full percentage would go. But this is not
3 a full racing season and it's unique.

4 So, I think that you do have the
5 ability to review that and make a determination
6 on each of piece.

7 COMMISSIONER ZUNIGA: Because I was
8 thinking about that principle from the Gaming
9 Act. There were all these figures that flow
10 into the fund based on projections that as it
11 turns out we're seeing being realized with the
12 operations of the Plainridge Park Casino.

13 And I made a calculation here that
14 I'd be interested in telling my colleagues but
15 may not come as a surprise that the subsidy
16 being requested for purses is four times or
17 five times, depending on how you measure it,
18 what was envisioned from the Gaming Act when
19 this subsidy as a whole was put in place in
20 exchange for anywhere between 100 and 125 days
21 of racing.

22 Which it strikes me as even though
23 it's only three days, those rates come at a
24 very, at a four to five time more expensive

1 rate than would have otherwise been. I can go
2 through that calculation if you are interested.

3 COMMISSIONER MCHUGH: I don't
4 understand that.

5 COMMISSIONER ZUNIGA: So, when the
6 Legislature passed the Gaming Act, there's
7 these funds that go directly to the fund. Nine
8 percent of the Category 2 and subsequently the
9 Category 1's start to kick in. If you quantify
10 the projections -- If you quantify those
11 numbers on the projections, there is about \$18-
12 \$20 million going into the fund for all
13 purposes of the Race Horse Development Fund
14 yearly.

15 When the Category 1 casinos come in,
16 the nine percent has an impact but it's
17 supplemented by the Category 1's. So, my read
18 is that that was obviously what the Legislature
19 intended in terms of supporting horseracing,
20 which is pretty stable as I can cross reference
21 to the projections, \$18-\$20 million.

22 So, if we take those \$18-\$20 million
23 a year and affect those by 75/25 which is what
24 the Horse Racing Committee agreed on on the

1 split of thoroughbred and standardbred. And if
2 you further take 80 percent of the figure
3 because 80 percent goes to purses versus the
4 others that go to breeders and the benevolent
5 purposes, we end up with a pretty reasonably
6 stable number of about \$10-\$12 million a year
7 for purse accounts for thoroughbred racing.

8 When the Gaming Act was passed that
9 funding came with a requirement which was and
10 it still is there would be 100 escalating up to
11 125 days of racing.

12 So, I'm suggesting that it's fair to
13 assume if we divide the \$12 million divided by
14 the 100 days, \$10-\$12 million, there was about
15 \$100,000 per race day implicit in all of the
16 projections and legislative monies that came to
17 this fund.

18 CHAIRMAN CROSBY: Right. I think
19 we've all sort of known the Race Horse
20 Development Fund when mature would essentially
21 double the amount of money for purses that's
22 been there in the past, which is about 100,000
23 plus another 100,00 more or less, right?

24 MR. TUTTLE: Mr. Chairman,

1 Commissioner Zuniga I would point out two
2 things about that. One, the money that's
3 flowing into the Race Horse Development Fund
4 independent of who is awarded the gaming
5 license, which entity was awarded the gaming
6 license that presumption of 105, 115, 125 days
7 was if gaming occurred on the property which
8 obviously is not happening at Suffolk Downs.

9 So, that was a presumption. And if
10 you think that was what the Legislature
11 intended, I'm happy to go there but I don't
12 think that that's the circumstance we're
13 looking at right now.

14 COMMISSIONER MCHUGH: I understand
15 now your analysis. And I looked at the
16 circumstance that we're looking at right now,
17 did the same kind of analysis with 50 days,
18 which is what the current statute talks about.

19 CHAIRMAN CROSBY: 1 to 50.

20 COMMISSIONER MCHUGH: Pardon me?

21 CHAIRMAN CROSBY: 1 to 50.

22 COMMISSIONER MCHUGH: 1 to 50,
23 maximum of 50. And if you look at that and
24 look at how much money is projected to be in

1 that fund by the end of FY16, you're talking
2 about the potential for \$325,000 a day. And if
3 you take out what is being sought now that
4 brings it down to around \$300,000 a day if you
5 had a 50-day race meet next year before the end
6 of FY16 which is unlikely. So, they'll be more
7 money there later.

8 So, I understand what your
9 projections are, but the Legislature changed
10 things when they changed the statute after we
11 made our licensing decision. So, I guess where
12 I come out is wondering why for this year at
13 least, without giving up trying to get a more
14 robust racing schedule for next year in some
15 fashion, why the three-day proposition doesn't
16 make sense?

17 If I could just finish that. I'm
18 not sure that all three segments of the request
19 make sense, but why the principle of the three-
20 day -- I'm wondering why the principle of the
21 three-day doesn't make sense.

22 COMMISSIONER CAMERON: What I think
23 is that it's unfortunate that there's not a
24 consensus. And there is not clearly, but

1 having said that this is the one proposal we do
2 have on the table. We've given time to explore
3 other proposals. We've given opportunities to
4 others to come forward with a longer meet if
5 that was possible.

6 But I'm clear now that that is not
7 possible for this year. And I'm inclined to
8 agree with our Racing Director's recommendation
9 that if this is the only proposal that we
10 should grant it. And I know that there are
11 many people unhappy about that but having said
12 that this is the only opportunity. And it does
13 have the support of the local elected
14 officials.

15 I know that there others that are
16 looking to form groups. And within this group
17 there is great dissension, but the leadership
18 team is supportive of this. And they are the
19 recognized entity here. And that is meaningful
20 as well as the breeders. This does provide
21 opportunity to the breeders to get their races
22 and an opportunity to earn the dollars that
23 there is money set aside for.

24 So, I'm inclined to agree we're at

1 this stage right now where this is our one
2 proposal to race in the Commonwealth. And
3 having no other opportunity for more days,
4 which certainly would benefit lots more people,
5 then I'm inclined to agree and support our
6 Racing Director's recommendation.

7 COMMISSIONER STEBBINS: I echo that.
8 And I also echo a separate conversation have
9 about the actual request from the Race Horse
10 Development Fund and the components of that
11 request.

12 I'm encouraged by what has been
13 conveyed to us as the results of your
14 conversations with the Stronach Group. We are
15 coming up on another deadline for racing
16 applications even before two of these meets I
17 think are even conducted.

18 I hope we'll talk about it after we
19 make a decision on these issues, maybe making
20 this Commission a little more incumbent upon us
21 to begin to set out what our expectations are
22 going forward with the applications for next
23 year.

24 It wasn't really discussed as we

1 entertained the applications for this year. We
2 were encouraging the horsemen to go away and
3 come to some type of agreement with Suffolk
4 Downs on some type of racing season. As
5 Commissioner Cameron said, this is the only
6 proposal in front of us. It is one attempting
7 to mirror racing in other jurisdictions.

8 CHAIRMAN CROSBY: Hold on a second.
9 Excuse me. Does the audio work? Any idea how
10 long this will be? Are you looking for a time
11 estimate or are you trying to fix it? We need
12 a wild guess time estimate. I hate to make
13 everybody wait, but I'm sure there are people
14 watching this who want to see what's going on.
15 So, let's give it five minutes. If not we'll
16 go on without it. Sorry everybody.

17

18 (Off the record)

19

20 CHAIRMAN CROSBY: We do have a
21 recording, right? Let's just fix it as fast as
22 we can. We are back to wherever we were. I
23 think Commissioner Stebbins.

24 COMMISSIONER STEBBINS: I was just

1 about done, luckily for everybody. I
2 appreciate the fact that there isn't 100
3 percent agreement on this three-day plan. I
4 hope we'll take some careful consideration in
5 terms of setting our expectations as to what we
6 expect out of a 2016 plan.

7 Maybe it's one that involves the
8 Stronach Group. And we'll see how this three-
9 day run meets. See if it mirrors the success
10 they've had in other jurisdictions when they've
11 done this. But I'm amenable to the three-day
12 request and want to have a subsequent
13 conversation as to the request from the Race
14 Horse Development Fund.

15 COMMISSIONER ZUNIGA: Can I mention,
16 I think the timing here is obviously very tight
17 and everything, but I think regardless of what
18 happens here, we really need to engage with the
19 Legislature here it occurs to me.

20 Because what we have with us here on
21 the heels of the licensing decision and the
22 2015 legislation relative to the signal and the
23 race days, etc., it took me a while to
24 understand all of the dynamics of horseracing.

Ex 8

2016 PURSE AGREEMENT

This Purse Agreement (the "Agreement") is entered into by and between Sterling Suffolk Racecourse LLC (the "Association"), a Massachusetts limited liability company, and the New England Horsemen's Benevolent and Protective Association, Inc. (the "NEHBPA") to be effective upon execution hereof by both Parties.

WITNESSETH

WHEREAS, the Association and the NEHBPA (the "Parties") have previously entered into an agreement relative to the conduct of racing by the Association at its premises commonly known as Suffolk Downs in East Boston and Revere, Massachusetts, dated as of January 20, 2005 for the term extending through June 30, 2008 (the "Recognition Agreement"), which expiration date was extended by the Parties on terms pursuant to which it would expire immediately and without notice at 11:59 p.m. on March 31, 2016 if at that time the Association and the NEHBPA had not entered into a purse agreement for a 2016 racing meeting; and

WHEREAS, the Association and the NEHBPA had not entered into a purse agreement for a 2016 racing meeting by 11:59 p.m. on March 31, 2016; and

WHEREAS, pursuant to Chapter 10 of the Acts of 2015, enacted on March 31, 2015, the Association remains licensed as running horse racing meeting licensee through July 31, 2016, and authorized to conduct simulcasting, provided that, among other things, at least one day of live racing occur at Suffolk Downs during 2016; and

WHEREAS, Chapter 128A and Chapter 128C of the Massachusetts General Laws and certain other racing-related statutes sunset as of July 31, 2016; and

WHEREAS, in October 2015, the Association requested that the Commission authorize it to conduct six days of live racing during 2016 (the "Racing Days Request"); and

WHEREAS, on November 12, 2015, the Commission granted the Racing Days Request; and

WHEREAS, the Association's Racing Days Request is predicated upon an award from the Race Horse Development Fund (the "RHDF") for purses for live races in 2016 in the amount of \$2.4 million, or approximately \$400,000.00 per day of racing, for which the Association will be making a formal request to the Commission (the "RHDF Request"); and

WHEREAS, the Parties have agreed to reinstate and extend the term of the Recognition Agreement on the terms and in consideration of the promises set forth herein; and

WHEREAS, pursuant to Article VI of the Recognition Agreement, the Parties have agreed to negotiate and reach agreement, inter alia, relative to the purses and schedule for a thoroughbred horse racing meet to be conducted by the Association at Suffolk Downs during the calendar year 2016 (the "2016 SSR Meet"); and

WHEREAS, the Association expects to enter into a consulting agreement with a consultant (the "Consultant") pursuant to which the Consultant shall manage certain aspects of the 2016 SSR Meet;

NOW THEREFORE, the Parties, intending to be bound hereby and in consideration of the mutual promises herein set forth, agree as follows:

1) **BARGAINING AGENT.** The NEHBPA represents to the Association that it is the duly authorized legal representative and bargaining agent of all thoroughbred horse owners and trainers who will enter and race horses at Suffolk Downs during the 2016 SSR Meet. The Association recognizes the NEHBPA as such bargaining agent.

2) **EXTENSION OF TERM OF RECOGNITION AGREEMENT.** The Association and the NEHBPA hereby ratify and reinstate, subject to the terms of this Agreement, the Recognition Agreement as if it had not expired at 11:59 p.m. on March 31, 2016, and hereby extend the date of expiration of the Recognition Agreement through December 31, 2017, provided however that the Recognition Agreement shall expire immediately and without notice at 11:59 p.m. on December 31, 2016, if at that time the Association and the NEHBPA have not entered into a purse agreement for a 2017 racing meeting. If the Recognition Agreement does not expire on December 31, 2016, pursuant to the preceding sentence, it shall continue in full force and effect until December 31, 2017, and then thereafter unless or until it is amended or extended by a writing signed by both Parties or canceled by either party on 30 days' written notice to the other party.

The Association hereby grants permission to the NEHBPA to maintain its office trailer on the Association's property through the expiration of the Recognition Agreement, and the Association agrees to allow the NEHBPA reasonable access to the trailer during said period, including during any off-season within said period. The Association may relocate said office trailer to a different location on the Association property upon reasonable notice to the NEHBPA.

2A) **AGREEMENT WITH RESPECT TO 2017.** The Association agrees that it will (a) conduct a festival-style live racing meeting in 2017 so long as the conditions for doing so, including the legal, regulatory and funding framework, are no less advantageous to the Association, in its sole discretion, than are conditions for live racing as of the effective date of this Agreement; and (b) consult with the NEHBPA during 2017 about conducting a racing meeting in 2018.

3) **2016 MEET SCHEDULE AND BARN ACCESSIBILITY.** Subject to the conditions of this Agreement, the Association shall conduct a racing meeting in 2016 consisting of not fewer than six days of live racing, provided that the Association shall not be obligated to conduct any more than six days of live racing. Pursuant to the Commission's approval of the Racing Days Request, the Association intends to conduct live racing in three two-day racing festivals, on July 9 & 10, August 6 & 7 and September 3 & 4, 2016.

The Association's barn area shall open at 6:00 a.m. two days prior to the first scheduled day of live racing of each two-day festival and shall close, and all horses, horsemen, trainers, and associated personnel must vacate the area, by 12:00 p.m. on the day following the second scheduled day of live racing day for each two-day festival. For example, if the scheduled live racing festival is on a Saturday and Sunday, the barn area will open at 6:00 a.m. on Thursday and close at noon on Monday.

No horsemen, trainers, or associated personnel shall be permitted to enter upon the backstretch in connection with the 2016 SSR Meet until they, or someone on their behalf, agree to and execute a form setting forth terms, conditions and waivers similar to those set forth in the Suffolk Downs stall application in prior years, provided that an officer of the NEHBPA shall be required to execute the form only if he or she is the owner or trainer of a horse racing at the 2016 SSR Meet.

4) **CONSULTANT TO MANAGE RACING OPERATIONS.** The NEHBPA acknowledges that the Consultant shall bear substantial responsibility for managing the racing operations of the 2016 SSR Meet. The NEHBPA, on behalf of itself and its members, agrees that it shall not be entitled to hold the Association responsible for, and the Association shall not be liable to it or them in connection with, any operation or task that is the responsibility of the Consultant or any act or omission of the Consultant.

5) **RACE HORSE DEVELOPMENT FUND.** The Parties acknowledge that the Racing Days Request is contingent on the Commission granting the forthcoming RHDF Request. The Association will consult with the NEHBPA prior to submitting the RHDF Request and agrees that the request will include (a) \$2.4 million for program purses for the 2016 SSR Meet (approximately \$400,000 per day) and (b) at the NEHBPA's request, \$225,000 for NEHBPA annual operating expenses.

Unless the Association is otherwise directed by the Commission, through regulations or otherwise, or by a final order of a court of competent jurisdiction, the Association shall handle any RHDF funds disbursed by the Commission as a result of the RHDF Request ("RHDF Funds") as follows: The Association shall deposit RHDF Funds into a separate, interest-bearing purse account that is controlled by the Association but established for the benefit of the horsemen (the "RHDF Purse Account"). The Association shall retain any portion the RHDF Funds allocated for program purses ("RHDF Program Purse Funds") in the RHDF Purse Account until they are paid to winners of live races or used for MTBA Payments (defined below), shipping subsidies, trainer bonuses, or other Inducements (defined below). In the event that the total of program purses payments, MTBA Payments and Inducements for the 2016 SSR Meet is less than the amount of RHDF Program Purse Funds received by the Association from the Commission, the Association shall, subject to written approval or consent of the Commission, disburse the difference to the NEHBPA. The Association shall provide the NEHBPA with copies of the monthly bank statement for the RHDF Purse Account for the period from January 1, 2016 through December 31, 2016.

In the event that any approved RHDF Funds are allocated to the NEHBPA for operating expenses or otherwise, the Association shall promptly disburse such funds to the NEHBPA after receipt of them from the Commission.

6) **PROGRAM PURSES AND CONDITION BOOKS.** The Parties agree that funding of Program Purses for the 2016 SSR Meet shall come from the RHDF Program Purse Funds and that the Association shall have no obligation to contribute toward program purse payments beyond RHDF Program Purse Funds it receives. The Parties further agree that the Consultant shall be responsible for developing and publishing a condition book for each day of live racing, provided however that the Consultant shall not publish the condition book until it has been reviewed and approved by the Association and the Consultant has consulted about it with the NEHBPA. The Association shall have no

obligations to the NEHBPA with respect to the types of races or amounts of purses offered and paid pursuant to such condition books, and to the extent that program purses exceed available RHDF Program Purse Funds disbursed to the Association, the Association shall not be responsible for funding such payments.

The NEHBPA also agrees that, pursuant to the requirement of General Laws Chapter 128A, Section 5 that 3.5% of purses shall be paid to the Massachusetts Thoroughbred Breeders Association ("MTBA"), the Association shall pay to the MTBA, out of the RHDF Program Purse Funds, an amount equivalent to 3.5% of the amounts paid as program purses (the "MTBA Payments") to the extent not prohibited by the Commission. The NEHBPA agrees that it shall take no action to seek or support a determination or other order from the Commission prohibiting the making of MTBA Payments from the RHDF Program Purse Funds.

The NEHBPA also agrees that, to the extent the Association pays shipping subsidies, trainer bonuses, or any other inducements to attract owners, trainers and horses to the 2016 SSR Meet ("Inducements"), the Association shall pay such amounts out of the RHDF Program Purse Funds unless prohibited from doing so by the Commission. The NEHBPA agrees that it shall take no action to seek or support a determination or other order from the Commission prohibiting the making of Inducement payments from the RHDF Program Purse Funds, provided that the Association and/or the Consultant have consulted with the NEHBPA about the amount and other material terms of the Inducements prior to the 2016 SSR Meet.

The total amount paid out in program purses, MTBA Payments and Inducements for the 2016 SSR Meet shall not exceed the amount of the RHDF Program Purse Funds and the Association shall be permitted to cancel any races which, if run, would result in aggregate expenditures for program purses, MTBA Payments, and Inducements that exceed the amount of RHDF Program Purse Funds it has received from the Commission.

7) **STATUTORY PREMIUMS.** Subject to Section 9B, the Association shall pay to the NEHBPA promptly upon receipt any simulcasting premiums legislatively required to be paid by other Massachusetts racing licensees to the Association to the extent such premiums are both (a) attributable to wagering conducted in 2016 and (b) actually collected by the Association (the "2016 Legislative Premiums").

8) **IHA PAYMENTS.** To the extent that the Association receives payments pursuant to the federal Interstate Horseracing Act of 1978 (the "IHA") from pari-mutuel facilities in neighboring states located within 60 miles of Suffolk Downs attributable to wagering at those facilities in 2016 (the "2016 IHA Payments"), the Association will pay such revenue over to the NEHBPA net of the Association's legal and other expenses of pursuing the payments. The Association agrees to make demand on those persons it deems to be liable to make such payments but shall not be required to otherwise pursue such payments.

9) THE ASSOCIATION'S LIVE RACING EXPENSES.

A) The Association shall track its expenses of conducting live racing (the "Live Racing Expenses") and shall consult with the NEHBPA about the Live Racing Expenses before and during the 2016 SSR Meet. All amounts received by the Association, whether as payments from other entities or as part of a live or simulcast race takeout, that are allocated by Massachusetts statute to be paid to purses, with the exception of (i) funds received by the Association in 2016 on account of outstanding tickets from 2014, (ii) RHDF Funds, and (iii) subject to Section 9B, 2016 Legislative Premiums, (the "Statutory Expense Contribution") shall be allocated to the Live Racing Expenses. The Association and the NEHBPA hereby agree that the Statutory Expense Contribution funds may be used by the Association for the payment of administrative and horseracing expenses to the extent authorized by this Agreement.

The Association's Live Racing Expenses shall include all of its expenses attributable to securing authorization for, planning, and executing the 2016 SSR Meet and shall include, without limitation, the Association's live racing expenses in those categories set forth on Exhibit B, provided, however, that Live Racing Expenses shall not include the Association's legal fees and expenses in connection with drafting and negotiating this Agreement.

After the completion of the 2016 SSR Meet, the Association shall determine its Live Racing Expenses. The Association shall provide such back-up information and documentation in support of its determination of its Live Racing Expenses as is reasonably requested by the NEHBPA. If the Association's Live Racing Expenses are less than \$800,000, then the Association shall pay the difference between \$800,000 and the expenses to the NEHBPA. If the Association's Live Racing Expenses are in excess of \$800,000, the Association shall pay them from the Live Racing Expense Reserve set forth in Section 9B.

B) The Association shall create a Live Racing Expenses Reserve which shall be funded with the first \$150,000 of 2016 Legislative Premiums that the Association receives. Notwithstanding Section 7, above, the Association shall not be required to pay over the first \$150,000 of 2016 Legislative Premiums until after it has determined the Live Racing Expenses pursuant to Section 9A. If the Live Racing Expenses are equal to or less than \$800,000, then the Association shall promptly pay the entirety of the Live Racing Expense Reserve to the NEHBPA. If the Live Racing Expenses exceed \$800,000, the Association shall be entitled to pay up to \$150,000 of the overage out of the Live Racing Expenses Reserve and shall promptly pay to the NEHBPA any funds remaining in the reserve after paying such excess expenses. If the Live Racing Expense Reserve is not fully funded by premiums received by the Association, the NEHBPA shall pay the Association the difference promptly after the Association determines that there shall be such a shortfall.

C) The Association is under no obligation to incur Live Racing Expenses in excess of \$950,000. The Association is authorized to make unilaterally any reductions in the spending planned by the Consultant or the NEHBPA that it deems necessary in order to ensure that its Live Racing Expenses do not exceed \$950,000. Such spending reductions may include reducing the number of days of live racing. The NEHBPA or the Consultant may request that the Association incur Live Racing Expenses in excess of \$950,000. If the Association agrees to incur the requested excess expenses, which it is under no obligation to do, then the NEHBPA shall be liable to the Association for the amount of the requested

excess expenses, which it shall pay to the Association promptly upon the Association incurring the expenses.

10) **TREATMENT OF FUNDS DERIVED FROM OUTSTANDING TICKETS.** The Parties acknowledge and agree that the Association expects to receive from the Commission in 2016 funds on account of outstanding tickets from 2014 (the "2014 Outs Payment"). The Parties have disagreed as to the treatment of the 2014 Outs Payment. To resolve the dispute for 2016, the Parties have agreed that in 2016, the 2014 Outs Payment shall not be retained by the Association and shall not be allocated to expenses of live racing, but rather shall be paid over to the NEHBPA promptly upon receipt from the Commission.

11) **NO ADDITIONAL PAYMENTS TO THE NEHBPA.** Notwithstanding any prior practice or agreement, including the Recognition Agreement, the Association for 2016 shall not be obligated to make any payments to the NEHBPA, or any trust or fund for the benefit of it or its members, other than the payments set forth in this Agreement. In addition, the Recognition Agreement is hereby amended so that, in 2016 and 2017, the Association shall have no obligation: (a) to pay the NEHBPA deduction set forth in Article VIII, Paragraph 3 thereof; (b) to collect from horse owners or pay to the NEHBPA the paddock fee set forth in Article VIII, Paragraph 4 thereof; and (c) to make the contributions to the New England Horsemen's Assistance Fund Inc. set forth in Article XIII thereof.

12) **CERTAIN OTHER AMENDMENTS TO OR ACKNOWLEDGMENTS REGARDING THE RECOGNITION AGREEMENT.** The NEHBPA acknowledges the following with respect to certain provisions of the Recognition Agreement and the Parties hereby amend the Recognition Agreement to the extent it is inconsistent with the following:

(a) With respect to the allocation of stalls, addressed in part in Article IV of the Recognition Agreement, the NEHBPA acknowledges that the Consultant, and not the Association, shall be responsible for any stall applications and allotments.

(b) With respect to purse structure, addressed in part in Article VI of the Recognition Agreement, the NEHBPA acknowledges that the Consultant (in consultation with the NEHBPA), and not the Association, shall be responsible for determining the structure of any stakes program and the purse structures and condition books for all non-stakes races, and that the Association shall have no obligation to consult with the NEHBPA with respect to whatever programs or structures are developed by the Consultant.

(c) With respect to the Horsemen's Bookkeeper, as addressed in part in Article X of the Recognition Agreement, the Association shall not be required to invest purse money for the purpose of earning interest. The Association shall maintain RHDF Funds in the RHDF Purse Account until they are disbursed in accordance with law, directions and approvals of the Commission, or this Agreement.

13) **CANCELATIONS.** Prior to making a decision regarding the cancellation of any live races, the Association shall consult with the NEHBPA. The Association shall use best efforts to run live races during the 2016 SSR Meet consistent with the provisions of General Laws of Massachusetts and the rules and regulations promulgated there under, and approval of the Commission.

14) **NOTICES.** Unless otherwise directed in writing, any notice required herein to be given shall be given as indicated below by hand delivery or by certified mail-return receipt requested.

To the Association: Suffolk Downs
525 Wm. F. McLellan Highway
East Boston, MA 02128
Attention: Chip Tuttle, Chief Operating Officer

To the NEHBPA: New England Horsemen's Benevolent Association, Inc.
Suffolk Downs
525 Wm. F. McLellan Highway
East Boston, MA 02128
Attention: Anthony Spadea, President

15) **SIMULCAST APPROVAL.** The NEHBPA, in accordance with the IHA, hereby gives approval to the Association to transmit the live signal to other facilities pursuant to terms set forth in the approval letter, marked as Exhibit A, which is attached hereto and specifically made a part hereof.

The Association agrees not to provide its assent or approval for the transmission of a thoroughbred simulcast signal to any other facility within the Association's geographic jurisdiction pursuant to the IHA, without the express written approval of the NEHBPA, which approval shall not be unreasonably withheld.

16) **RESERVATION OF RIGHTS.** The NEHBPA expressly reserves all its rights provided pursuant to the IHA.

17) **CERTAIN CONDITIONS TO THE ASSOCIATION'S PERFORMANCE.** Without limiting other conditions provided by agreement (including this Agreement), at law or in equity, the Parties agree the following are essential preconditions of the 2016 SSR Meet and that the Association's obligations hereunder, including the obligation to conduct the 2016 SSR Meet, are contingent on each of the following: (a) the Commission's approval and disbursement of the RHDF Program Purse Funds contemplated in this Agreement; (b) performance by the Consultant of his or her obligations under the consulting agreement between the Association and the Consultant; and (c) the Association remaining authorized under Massachusetts law to conduct simulcasting and, as of each scheduled day of live racing, to conduct live racing with pari-mutuel wagering and to export the simulcast signal of its races. In addition, and notwithstanding Section 2A or 3 or any other provision of this Agreement, in the event that the NEHBPA enters into a purse or other agreement with a Massachusetts racing licensee other than the Association, including a fair licensee, for a racing meeting to be held in either 2016 or 2017, then the Association shall have no obligation (1) to hold live racing in the year of the contracted-for meeting in excess of the minimum required by Massachusetts law to preserve the Association's right to conduct simulcasting in that year or (2) in 2016, to pay to the NEHBPA any difference between \$800,000 and the Live Racing Expenses as provided by Section 9A.

18) **FORCE MAJEURE.** Notwithstanding anything to the contrary in this Agreement, the Association's obligations under this Agreement shall be subject to weather conditions, acts of God, force majeure, and government orders, decrees or rulings.

19) **TERM.** The term of this Agreement shall be from its effective date through and including December 31, 2016, provided however the extension of the term of the Recognition Agreement shall survive and Section 2A shall survive, subject to its terms. The Association shall have the option of terminating this Agreement, including its obligations under Section 2A, in the event that its property is sold or is redeveloped in a way that is inconsistent with conducting a racing meeting.

20) **2014 PURSE AGREEMENT.** The Parties acknowledge that they have a disagreement regarding the NEHBPA's claim that the Association owes it \$50,065 in certain payments under an agreement between the Parties executed on March 29, 2014, related to the 2014 racing meeting at Suffolk Downs (the "2014 Agreement"). The Parties also acknowledge that the greyhound racing licensee in Bristol County ("Raynham/Taunton") has failed to pay certain legislative premiums owed to the Association for simulcast signals received in 2014 and 2015 ("Outstanding Premiums"). To resolve their dispute, the Parties agree as follows: They shall cooperating in petitioning the Commission to enforce Raynham/Taunton's premium obligation. To the extent the Association receives payment from Raynham/Taunton of Outstanding Premiums attributable to 2014, the Association shall promptly pay over to the NEHBPA the first \$50,065 of such 2014 payments. The Association shall promptly pay over to the NEHBPA any payments of Outstanding Premiums attributable to 2015 that it receives from Raynham/Taunton. The NEHBPA, for itself and its officers, board members, members, shareholders, employees and agents, agrees to accept any amounts received on account of the Outstanding Premiums as complete satisfaction of any claims or causes of action against the Association arising under the 2014 Agreement and, subject to the preceding three sentences, hereby releases and forever discharges the Association, and its members, owners, officers, employees, and agents, from any and all claims and causes of action arising under the 2014 Agreement, or related to the Association's performance thereunder.

21) **SAVINGS CLAUSE.** Notwithstanding this Agreement or the Recognition Agreement, in the event that the Association is unable to conduct the 2016 Racing Meeting as contemplated by this Agreement for reasons beyond its control, whether due to the failure of the Live Racing Consultant to complete his obligations under the Consulting Agreement, the failure of the Massachusetts Gaming Commission to provide program purse funding from the Race Horse Development Fund, or otherwise, the Association, without regard to any restrictions or obligations of the Recognition Agreement or any other agreement, may arrange for and conduct one day of racing on whatever terms it deems appropriate in order to satisfy the requirements of Chapter 10 of the Acts of 2015.

[Signatures on the following page]

WITNESS, the Parties hereto have executed this Agreement on the dates indicated below.

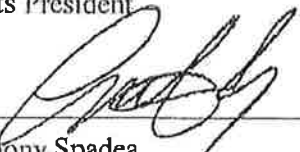
Sterling Suffolk Racecourse, LLC
By its Chief Operating Officer



Chip Tuttle

Date: May 23, 2016

New England Horsemen's
Benevolent & Protective Association, Inc.
By its President



Anthony Spadea

Date: May 23, 2016

Ex 9

COMPILATION OF SPECIAL RACING MEETING LEGISLATION SINCE 2009

- **SECTION 14.** Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2 and 2A of chapter 128C of the General Laws or any other general or special law or rule or regulation to the contrary, the greyhound meeting licensee located in Bristol county and the greyhound meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2009, shall remain licensed as greyhound racing meeting licensees until July 31, 2010; provided, however, that the days between January 1, 2010, and July 31, 2010, shall be dark days pursuant to said chapter 128C and said licensees shall continue to be precluded from conducting live racing during that period and as provided in chapter 388 of the acts of 2008; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3004 (a) (1) (A), except simulcasts during the month of August, shall require the approval of the New England Horsemen's Benevolent and Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

(St. 2009, c. 167, §14)

- **SECTION 15.** Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2 and 2A of chapter 128C of the General Laws or any other general or special law or rule or regulation to the contrary, the greyhound meeting licensee located in Bristol county and the greyhound meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2009, shall remain licensed as greyhound racing meeting licensees until July 31, 2011; provided, however, that the days between January 1, 2010 and July 31, 2011 shall be dark days under said chapter 128C and the licensees shall continue to be precluded from conducting live racing during that period and as provided in chapter 388 of the acts of 2008; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3004 (a) (1) (A), except simulcasts during the month of August, shall require the approval of the New England Horsemen's Benevolent and Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing

meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

(St. 2010, c. 203, §15)

- **SECTION 14.** Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2 and 2A of chapter 128C of the General Laws or any other general or special law or rule or regulation to the contrary, the greyhound meeting licensee located in Bristol county and the greyhound meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2011, shall remain licensed as greyhound racing meeting licensees until January 31, 2012; provided, however, that the days between January 1, 2011, and January 31, 2012, shall be dark days pursuant to said chapter 128C and the licensees shall continue to be precluded from conducting live racing during that period and as provided in chapter 388 of the acts of 2008; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3004 (a) (1) (A), except simulcasts during the month of August, shall require the approval of the New England Horsemen's Benevolent and Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

(St. 2011, c. 77, §14)

- **SECTION 92.** Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2 and 2A of chapter 128C of the General Laws or any other general or special law, rule or regulation to the contrary, the greyhound meeting licensee located in Bristol county and the greyhound meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2009, shall remain licensed as greyhound racing meeting licensees until July 31, 2014; provided, however, that the days between January 1 and December 31 of each year shall be dark days pursuant to said chapter 128C and the licensees shall continue to be precluded from conducting live racing during that period and as provided in chapter 388 of the acts of 2008; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3004 (a) (1) (A),

except simulcasts during the month of August, shall require the approval of the New England Horsemen's Benevolent & Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

(St. 2011, c. 194, §92)

- **In 2014**, the legislation enacted at st. 2011, c. 194, §92, was extended to July 31, 2016. See st. 2014, c.165, §191.
- **SECTION 1.** Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2 and 2A of chapter 128C of the General Laws or any other general or special law to the contrary, the running horse racing meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2014 shall remain licensed as a running horse racing meeting licensee until March 31, 2015; provided, however, that the days between January 1 and March 31 shall be dark days during which the licensee shall not conduct live racing unless the licensee applies for and is granted a live racing license pursuant to said chapter 128A. If the licensee obtains such a live racing license, the licensee shall not be required to conduct any live racing to remain authorized to conduct simulcast wagering pursuant to said chapter 128C; provided, however, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U. S. C. § 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U. S. C. § 3004 (a)(1)(A), except simulcasts during the month of August, shall require the approval of the New England Horsemen's Benevolent and Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

(St. 2014, c. 436, §1; enacted January 2, 2016 and repealed March 31, 2015)

- **SECTION 59.** Notwithstanding section 2 of chapter 128A of the General Laws and sections 1, 2, 2A and 4 of chapter 128C of the General Laws or any other general or special law to the contrary, the running race horse meeting licensee located in Suffolk county licensed to conduct live racing pursuant to said chapter 128A and simulcast wagering pursuant to said chapter 128C in calendar year 2014 shall remain licensed as a running horse racing meeting licensee until July

31, 2016 and shall remain authorized to conduct simulcast wagering pursuant to said chapter 128C for the entirety of any year in which at least 1 day and not more than 50 days of live running horse racing is conducted at the licensee's facility; provided, however, that the days between January 1 and December 31 of each year shall be dark days pursuant to said chapter 128C and the licensee shall be precluded from conducting live racing during that period, unless it applies for and is granted a supplemental live racing license pursuant to said chapter 128A; provided further, that all simulcasts shall comply with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3001 et seq. or other applicable federal law; provided further, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3004(a)(1)(A), except simulcasts during the month of August, shall require the approval of the New England Horsemen's Benevolent & Protective Association prior to being simulcast to a racing meeting licensee within the commonwealth; and provided further, that if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

- **SECTION 66.** Notwithstanding any general or special law to the contrary, the dog racing meeting licensee in Suffolk county and the dog racing meeting licensee in Bristol county shall not be required to pay the running horse racing meeting licensee in Suffolk county the 3 per cent premium with respect to interstate running horse racing simulcasts received otherwise required by section 2 of chapter 128C of the General Laws.
- **SECTION 67.** Section 66 shall take effect upon commencement of gaming operations by the category 2 licensee whose license was issued pursuant to chapter 23K of the General Laws as certified by the Massachusetts gaming commission.

(St. 2015, c. 10, §59 & §§66-67; enacted together on March 31, 2015)

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DLA Piper LLP (US)
33 Arch Street, 26th Floor
Boston, Massachusetts 02110-1447
www.dlapiper.com

Bruce S. Barnett
bruce.barnett@dlapiper.com
T 617.406.6002
F 617.406.6102

May 16, 2016

BY HAND DELIVERY

Chairman Stephen Crosby
Commissioner Gayle Cameron
Commissioner Lloyd Macdonald
Commissioner Bruce Stebbins
Commissioner Enrique Zuniga
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

Re: Petition for Suspension or Revocation of Raynham Taunton Greyhound Licensees' Simulcasting Authority Due to Failure to Pay Statutorily Required Simulcasting Premiums

Dear Chairman Crosby and Commissioners Cameron, Macdonald, Stebbins & Zuniga:

As you know, this firm represents Sterling Suffolk Racecourse, LLC ("Suffolk Downs").

Introduction

The greyhound racing meeting licensees who currently conduct simulcasting at Raynham Taunton Greyhound Park (together, "Raynham Taunton") are in violation of the Massachusetts simulcasting law, General Laws Chapter 128C, because they refuse to pay Suffolk Downs statutorily mandated premiums owed on account of interstate thoroughbred wagers they have accepted and from which they have profited. In all, Raynham Taunton owes Suffolk Downs over \$300,000.00 and has repeatedly refused to pay despite Suffolk Downs' demands. Accordingly, Suffolk Downs hereby petitions the Massachusetts Gaming Commission to commence a proceeding to suspend the license and simulcasting rights of Raynham Taunton until it comes into compliance with its statutory premium obligation.



Massachusetts Gaming Commission
May 16, 2016
Page Two

Background

Raynham Taunton's conduct of simulcasting is governed by Chapter 128C and regulated by the Commission. While the Legislature has authorized Raynham Taunton to continue simulcasting even though it can no longer conduct live greyhound racing, see St. 2011, c. 194, § 92, it has expressly required that Raynham Taunton abide by Chapter 128C, see id. § 86(c). Since 2001, and in exchange for Raynham Taunton receiving expanded rights to simulcast thoroughbred races, Chapter 128C has required that Raynham Taunton pay Suffolk Downs a percentage of its wagering handle on out-of-state thoroughbred signals, just as it has required Suffolk Downs to pay Raynham Taunton a percentage of Suffolk Downs' wagering handle on out-of-state greyhound races. M.G.L. c. 128C, § 2. The amounts that Massachusetts licensees are required to pay each other on account of out-of-state simulcasts are referred to in the statute as "premiums" and are required to be used by the recipient for purses or, with approval of its horsemen's organization, for payment of administrative and horseracing operations. Id.

In the racing statutes, Raynham Taunton is referred to as "the greyhound meeting licensee in Bristol county." General Laws Chapter 128C, Section 2(2), which authorizes and sets conditions for simulcasting by Raynham Taunton, expressly provides that it "shall pay to the running horse meeting licensee in Suffolk county," which is Suffolk Downs, "a 3 per cent premium with respect to any interstate running horse simulcasts received." Raynham Taunton's "right to simulcast is subject to" payment of the premiums (among other things). Id.

Raynham Taunton's Refusal To Meet Its Statutory Obligation

Raynham Taunton refuses to pay any premiums to Suffolk Downs on account of simulcast wagers it accepted after October 4, 2014, notwithstanding its clear statutory obligation to do so. Raynham Taunton has contended that its obligation to pay premiums ceased as of the last day of the Suffolk Downs live racing season in 2014, which was October 4. There is no merit to that contention because Suffolk Downs has remained at all times the running horse racing meeting licensee in Suffolk County, see St. 2014, c. 436; St. 2015, c. 10, § 59, and has continued to conduct live racing.

The total amount owed is \$303,937.12, and comprises a balance of \$86,264.59 for the period from October 24 to December 31, 2014, and \$217,672.53 for wagering activity from January 1 through June 23, 2015.¹

¹ The Legislature has suspended Raynham Taunton's obligation to pay premiums to Suffolk Downs between the day that Plainridge Park Casino opened, which was June 24, 2015, and July 31, 2016. St. 2015, c. 10, §§ 66-68, 74.



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Suffolk Downs has made repeated written demand on Raynham Taunton for payment of the premiums owed, and Raynham Taunton has refused to pay. I understand that the Commission's racing division has copies of that correspondence. Commissioners Cameron and Stebbins may also recall that Suffolk Downs Chief Operating Officer Chip Tuttle raised the issue of Raynham Taunton's refusal to meet its statutory obligations at the 2015 public hearing on the fair racing license applications of the Brockton Agricultural Society and the Middleborough Agricultural Society, which share ownership and management with Raynham Taunton. After Mr. Tuttle spoke, Mr. George Carney stated as part of the public record his position that Raynham Taunton did not owe the money.²

Relief Requested

Accordingly, Suffolk Downs petitions the Commission to commence a proceeding, pursuant to its authority under General Laws Chapter 128A, Section 11 and Chapter 128C, Section 2 and other applicable authority, to suspend Raynham Taunton's license and prohibit it from simulcasting until it has paid all statutory premiums owed to Suffolk Downs.

If the Commission would like any additional information in connection with its investigation of this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Bruce S. Barnett', written over a horizontal line.

Bruce S. Barnett

cc: General Counsel Catherine Blue, Mass. Gaming Commission (by electronic mail)
Dr. Alexandra Lightbown, Interim Director, MGC Racing Division (by electronic mail)
Mr. Chip Tuttle, COO, Suffolk Downs (by electronic mail)
Michael P. Morizio, Esq. (counsel for Raynham Taunton) (by electronic mail)

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² Raynham Taunton offered to pay the balance of premiums due for 2014 (about \$85,000.00), but only on the condition that Suffolk Downs agree to waive any claim to premiums for 2015 (about \$215,000.00). Suffolk Downs did not accept the offer, which Raynham Taunton later withdrew.

Ex //



THE 189TH GENERAL COURT OF
THE COMMONWEALTH OF MASSACHUSETTS

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		PREV	NEXT
CHAPTER 128C	SIMULCAST WAGERING OF HORSE AND DOG RACING		
		PREV	NEXT
Section 2	Simulcast wagering by racing meeting licensees; restrictions		
		PREV	NEXT

[Text of section effective until July 31, 2016. Repealed by 2011, 194, Sec. 41. See 2011, 194, Sec. 112 as amended by 2014, 165, Sec. 192. See, also, 2001, 139, Sec. 45 as amended by 2005, 176, Sec. 13; 2006, 54, Sec. 12; 2006, 449, Secs. 19 and 21; 2008, 290, Sec. 12; 2009, 167, Sec. 12; 2010, 203, Sec. 12; 2011, 77, Sec. 12; 2011, 194, Sec. 84 and 2014, 264, Sec. 11. Expiration of section does not take effect. See, 1992, 101, Sec. 13 as amended by 1995, 268, Sec. 20; 1999, 163, Sec. 12; 2000, 354, Sec. 14; 2001, 25, Sec. 1; 2001, 54, Sec. 4; 2001, 70, Sec. 4; 2001, 95, Sec. 4; 2001, 108, Sec. 4; 2001, 121, Sec. 4; 2001, 139, Sec. 39; 2005, 176, Sec. 12; 2006, 54, Sec. 11; 2006, 449, Secs. 18 and 21; 2008, 290, Sec. 11; 2009, 167, Sec. 11; 2010, 203, Sec. 11 and 2011, 77, Sec. 11 and as repealed by 2011, 194, Sec. 83. For text effective July 31, 2016, see below.]

Section 2. A racing meeting licensee, except a licensee operating within Berkshire county, shall have the right to simulcast live races, for wagering purposes or otherwise, within the commonwealth except in Berkshire county and to and from pari-mutuel licensees or other licensed wagering facilities located outside the commonwealth. Such right may be exercised only on any calendar day on which the licensee conducts a racing performance, a dark day, or during a dark season. Any violation of this chapter shall be cause for the commission to suspend or revoke a license pursuant to section 11 of chapter 128A. The right to simulcast is subject to the following exceptions and conditions, and each racing meeting licensee shall obtain prior approval from the commission:--

- (1) The greyhound dog racing meeting licensee located in Suffolk county shall have the right to simulcast: (a) unlimited greyhound dog racing; (b) on any day of the calendar year, unlimited running horse racing from and after 6:00 p.m., plus the entire racing cards from any 2 running horse racing meetings in the state of California; and (c) a total of 4 harness horse racing performances on any day of the calendar year, provided, further, that the licensee shall (i) simulcast in a fair and equal manner the racing card from the harness horse racing meeting licensee located in Norfolk county and pay therefor at the rate of 11 per cent and (ii) simulcast a minimum of 3 interstate harness horse racing cards, if available, and pay to the harness horse racing meeting licensee located in Norfolk county a 3 per cent premium with respect to any interstate harness horse simulcasts received, over and above the cost of obtaining such simulcasts. The greyhound racing licensee located in Suffolk county may also simulcast, commencing at 6:00 p.m., running horse racing meetings conducted at race tracks located in the Asian- Pacific-Rim region, so-called, that are not located in a territory of the United States; provided, however, that, with respect to such racing meetings only, such

simulcasting rights shall extend until the completion of any such racing meeting being simulcast. The greyhound racing licensee located in Suffolk county shall pay to the running horse racing meeting licensee located in Suffolk county a 6 per cent premium with respect to any interstate running horse simulcasts received, over and above the cost of obtaining such simulcasts, except with respect to simulcasts of the 2 California racing cards for which a premium of 7 per cent shall be paid, and except with respect to the special events, so-called, for which no premium need be paid.

(2) The greyhound dog racing meeting licensee located in Bristol county shall have the right to simulcast (a) unlimited greyhound dog racing; (b) on any day of the calendar year, unlimited running horse racing from and after 6:00 p.m., plus the entire racing cards from any 2 running horse racing meetings in the state of California; and simulcasts of the Suffolk county running horse racing meeting licensee's live races during its racing season and 2 so-called companion cards; and 6 interstate running horse simulcasts prior to 4:00 p.m. on any day the Suffolk county running horse racing meeting licensee does not conduct live races; and (c) a total of 4 harness horse racing performances on any day of the calendar year, provided, further, that the licensee shall (i) simulcast in a fair and equal manner the racing card from the harness horse racing meeting licensee located in Norfolk county and pay therefor at the rate of 11 per cent and (ii) simulcast a minimum of 3 interstate harness horse racing cards, if available, and pay to the harness horse racing meeting licensee located in Norfolk county a 3 per cent premium with respect to any interstate harness horse simulcasts received, over and above the cost of obtaining such simulcasts. The greyhound dog racing meeting licensee shall pay to the running horse racing meeting licensee located in Suffolk county a fee of 11 per cent for the intrastate running horse simulcasts and shall pay a 3 per cent premium with respect to any interstate running horse simulcasts received, over and above the cost of obtaining such simulcasts, except with respect to the special events, so-called, for which no premium need be paid.

(3) In addition to the rights granted in subparagraphs (1) and (2), the greyhound dog racing meeting licensee located in Suffolk county and the greyhound dog racing meeting licensee located in Bristol county shall have the right to simulcast 15 running horse special events, so-called, through the simulcast hub of the running horse racing meeting licensee located in Suffolk county without paying the premiums required in subparagraphs (1) and (2); provided, further, that said greyhound dog racing meeting licensees shall receive the simulcasts on the same terms as other racing meeting licensees or no Massachusetts racing meeting licensee shall be authorized to simulcast such special events.

(4) The harness horse racing meeting licensee located in Norfolk county shall have the right to simulcast (a) unlimited harness horse racing; (b) on any day during the calendar year, unlimited running horse racing, except during the live racing performances of the running horse racing meeting licensee located in Suffolk county; plus the entire racing cards from any 2 running horse racing meetings in the state of California; and simulcasts of the Suffolk county running horse racing meeting licensee's live races during its racing season and 2 companion cards; and (c) a total of 5 greyhound racing performances on any day of the calendar year, provided, further, that the licensee shall (i) simulcast in a fair and equal manner all racing cards from the greyhound racing meeting licensee located in Bristol county and the greyhound racing meeting licensee located in Suffolk county and pay therefor a fee at the rate of 11 per cent to each greyhound racing meeting licensee and (ii) simulcast up to 3 interstate greyhound dog racing cards and pay to the greyhound dog racing meeting licensee located in Bristol county a 3 per cent premium with respect to any interstate greyhound dog simulcasts received, over and above the costs of obtaining such simulcasts; but if the licensee simulcasts a fifth interstate greyhound simulcast on any single calendar day then the licensee shall pay to the greyhound dog racing meeting licensee in Bristol county a 4 per cent premium for only that fifth interstate greyhound simulcast signal received, over and above the costs of obtaining that signal. The harness horse racing meeting licensee located in Norfolk county

shall pay to the running horse racing meeting licensee located in Suffolk county a fee of 11 per cent for its intrastate racing cards, and shall pay a 2 per cent premium with respect to any interstate running horse simulcasts received, over and above the cost of obtaining such simulcasts, except with respect to the special events, so-called, for which no premium need be paid, and except during any 12 weeks per year chosen by the Norfolk county licensee and identified in its annual application for a racing meeting license, during which no premium need be paid.

(5) The running horse racing meeting licensee located in Suffolk county may simulcast: (a) unlimited running horse racing; (b) on any day during the calendar year, unlimited harness horse racing, except during live racing performances of the harness horse racing licensee located in Norfolk county; and (c) on any day during the calendar year prior to 5:30 p.m., a total of 4 greyhound racing performances, including the racing performance of the Bristol county greyhound racing licensee, when available within the authorized time, which shall be mandatory, and shall pay a fee of 3 per cent for the racing performances to the Bristol county greyhound racing licensee, and 3 interstate greyhound dog racing simulcasts. The Suffolk county horse racing licensee shall simulcast the racing cards of the harness horse racing licensee located in Norfolk county and shall pay a fee of 11 per cent for the intrastate racing cards, and shall pay a 2 per cent premium with respect to any interstate harness horse simulcasts received, over and above the costs of obtaining such simulcasts, except during any 12 weeks per year chosen by the Suffolk county licensee and identified in its annual application for a racing meeting license, during which no premium need be paid. The running horse racing meeting licensee located in Suffolk county shall pay to the greyhound dog racing meeting licensee located in Suffolk county an 8 per cent premium with respect to any intrastate or interstate greyhound dog simulcasts received, over and above the cost of obtaining such simulcasts.

[Second paragraph effective until March 31, 2015. For text effective March 31, 2015, see below.]

All premiums received by a running horse racing meeting licensee, harness horse racing meeting licensee or greyhound racing meeting licensee pursuant to this section shall be paid into the purse accounts of the horsemen or dogmen, respectively, at the race track licensee where the premiums were received and paid to the horsemen or dogmen as purses; provided, however, that the premiums shall be in addition to all other amounts required to be paid into purses in accordance with chapter 128A and chapter 128C. Each race track licensee shall file with the commission, within 90 days of the end of each calendar year, an accounting of the use and disbursement during such calendar year of any and all premiums paid into such purse accounts. The commission is authorized, in any case it deems appropriate, to conduct an audit of any such purse accounts and shall report the findings of any such audit within 30 days of the conclusion thereof to the house and senate chairs of the joint committee on government regulations.

[Second paragraph as amended by 2015, 10, Sec. 32 effective March 31, 2015. For text effective until March 31, 2015, see above.]

All premiums received by a running horse racing meeting licensee, harness horse racing meeting licensee or greyhound racing meeting licensee pursuant to this section shall be paid into the purse accounts of the horsemen or dogmen, respectively, at the race track licensee where the premiums were received and paid to the horsemen or dogmen as purses or, with the approval of the appropriate horsemen's association representing the horse owners racing at that meeting, used for payment of administrative and horseracing operations; provided, however, that the premiums shall be in addition to all other amounts required to be paid into purses in accordance with chapter 128A and chapter 128C. Each race track licensee shall file with the commission, within 90 days of the end of each calendar year, an accounting of the

use and disbursement during such calendar year of any and all premiums paid into such purse accounts. The commission is authorized, in any case it deems appropriate, to conduct an audit of any such purse accounts and shall report the findings of any such audit within 30 days of the conclusion thereof to the house and senate chairs of the joint committee on government regulations.

All racing meeting licensees, whether acting as a host or guest track for simulcasting purposes, shall file with the commission, the clerk of the senate and the clerk of the house of representatives a copy of all contracts, agreements, or conditions pursuant to which simulcast events are broadcast, transmitted or received which shall include provisions for takeout, commissions and charges.

No racing meeting licensee, whether acting as a guest track or host track, shall simulcast live races unless the licensee conducts a full schedule of live racing performances during a racing season except that, if the commission determines that a licensee cannot conduct a full schedule of live racing performances due to weather conditions, race track conditions, strikes, work stoppages, sickness or quarantine not within the control of the licensee, the commission may permit the licensee to continue simulcasting and, if it appears that a racing meeting licensee is or will become unable to conduct a full schedule of live racing performances, the commission shall suspend such right to simulcast until the licensee conducts or resumes a full schedule of live racing performances; provided, however, that no racing meeting licensee shall simulcast live races in any racing season unless the racing meeting licensee is licensed to and actually conducts at least 900 live races over the course of not less than 100 calendar days during that racing season with no fewer than 7 races completed on any of those 100 calendar days.

All simulcasts shall comply with the provisions of the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3001 et seq. or other applicable federal law; provided, however, that all simulcasts from states which have racing associations that do not require approval in compliance with the Interstate Horse Racing Act of 1978, 15 U.S.C. Sec. 3004 (a) (1) (A), except simulcasts during the month of August, shall require the approval of the New England Horsemen's Benevolent and Protective Association prior to being simulcast to any racing meeting licensee within the commonwealth; provided further, that, if the association agrees to approve the simulcast for 1 racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

Each racing meeting licensee shall pay a fee for those days, whether a dark day, a day during a dark season, or any day between the periods of racing pursuant to an operating license, when no live races are conducted but simulcast races are shown and simulcast wagers are accepted. Such fee shall be determined by the commission in accordance with the license fees charged pursuant to the provisions of chapter 128A. No other daily fees shall be assessed.

Notwithstanding any general or special law to the contrary, any host track that simulcasts a race to any out-of-state wagering facility that is within 100 miles of the host track shall pay to the representative breeders' association of the same class as is simulcast, a sum equal to 0.25 per cent of the total amount wagered at the receiving wagering facility.

Chapter 128C: Section 2. Simulcast wagering by racing meeting licensees; restrictions

[Text of section effective July 31, 2016 does not take effect. See 2011, 194, Secs. 41 and 112 and 2014, 165, Sec. 192. For text effective until July 31, 2016, see above.]

Section 2. A racing meeting licensee shall have the right to simulcast live races, for wagering purposes or otherwise, within the commonwealth and to and from pari-mutuel licensees or

other licensed wagering facilities located outside the commonwealth. Such right shall only be exercised on any calendar day on which it conducts a racing performance, a dark day or during a dark season; provided, however, that any violation of the provisions of this chapter shall be cause for the commission to invoke its power to suspend or revoke its operating license pursuant to section eleven of chapter one hundred and twenty-eight A. Where two racing meeting licensees in Norfolk county use the same track during a calendar year, each of said licensees shall have the same rights to simulcast during any period of time between racing meetings. A racing meeting licensee shall make simulcasts of live races conducted by such racing meeting licensee available to all otherwise eligible racing meeting licensees, including greyhound racing meeting licensees who have successfully made application to the commission to simulcast, on the same terms, to include economic terms, and conditions. Such right to simulcast is subject to the following exceptions and conditions:

Each racing meeting licensee shall comply with the following applicable provisions.

All licensees licensed to conduct running horse racing meetings in Suffolk county, and, all licensees licensed to conduct running horse racing meetings or harness horse racing meetings in Norfolk county, not including running horse or harness horse racing meetings held in connection with a state or county fair, may simulcast live running horse or live harness horse races which are conducted at a host track, only.

All licensees licensed to conduct greyhound dog racing meetings, not including greyhound dog racing meetings held in connection with a state or county fair, may simulcast greyhound dog racing with the permission of the state racing commission. With respect to horse racing, the greyhound racing meeting licensee located in Suffolk county may simulcast up to fifty racing cards and up to fifteen special events of national significance as determined by the commission; provided, however, that said fifteen special events shall be in addition to any special events simulcast by said licensee which are shown as part of a live program from a host track, during a racing season only; provided, further, that each of these racing cards or special events shall be subject to application to and approval by the commission. Said greyhound racing meeting licensee located in Suffolk county shall not be permitted to simulcast any thoroughbred or harness horse racing cards from a host track, whether within or without the commonwealth, in any calendar year, during the running horse racing meetings held in Suffolk county. With respect to horse racing, the greyhound racing meeting licensee located in Bristol county may simulcast with the permission of the commission every live running horse racing card of the running horse racing meeting licensee located in Suffolk county. With the permission of the running horse racing meeting licensee located in Suffolk county, and subject to the approval of the commission, the greyhound racing meeting licensee located in Bristol county may simulcast a companion card from a pari-mutuel running horse facility located outside the commonwealth; provided, however, that if the running horse racing meeting licensee located in Suffolk county grants a companion card to the greyhound racing meeting licensee located in Bristol county, the running horse racing meeting licensee in Suffolk county shall grant an identical companion card to the harness horse racing meeting licensee located in Norfolk county. Said greyhound racing meeting licensee located in Bristol county shall be prohibited from simulcasting any running horse race during the dark days and dark season of the running horse racing meeting licensee in Suffolk county; provided, however, that such greyhound racing meeting licensee located in Bristol county may simulcast up to fifteen special events of national significance as determined by the commission; provided, further, that said fifteen special events shall be in addition to any special events simulcast by said licensee which are shown as part of a live program from a host track.

Whenever a racing meeting licensee within the commonwealth is conducting a full schedule of live racing performances of horses of either class, any other racing meeting licensee, whether during his racing season or his dark season, shall, if the licensee chooses to simulcast, simulcast the live racing performance from within the commonwealth and shall not

simulcast any other race of the same class as the live racing performance until the end of the live racing performances within the commonwealth for that day; provided, however, that the harness horse racing meeting licensee located in Norfolk county may simulcast an entire racing card from a running horse racing meeting located in the state of California during the live racing performance of the running horse racing meeting licensee located in Suffolk county; provided, further, that, with the permission of the running horse racing meeting licensee located in Suffolk county, and subject to the approval of the commission, the harness horse racing meeting licensee located in Norfolk county may simulcast a companion card from a pari-mutuel running horse facility located outside the commonwealth; provided, further, that if the running horse racing meeting licensee located in Suffolk county grants a companion card to the harness horse racing meeting licensee located in Norfolk county, the running horse racing meeting licensee located in Suffolk county shall grant an identical companion card to the greyhound racing meeting licensee located in Bristol county, unless, there is a special event of the same class as the live racing performance, in which case, the special event shall be available to all otherwise eligible racing meeting licensees, including greyhound racing meeting licensees who have successfully made application to the commission to receive said special events, on the same terms, to include economic terms, and conditions that the out-of-state track makes the simulcast available to any other guest track.

All racing meeting licensees, whether acting as a host or guest track for simulcasting purposes shall file with the commission, clerk of the senate and clerk of the house of representatives a copy of all contracts, agreements, or conditions pursuant to which simulcast events are broadcast, transmitted or received which shall include provisions for takeout, commissions and charges.

No racing meeting licensee, whether acting as a guest track or a host track shall simulcast live races unless said licensee conducts a full schedule of live racing performances during a racing season except that if the commission determines that a licensee cannot conduct a full schedule of live racing performances due to weather conditions, race track conditions, strikes, work stoppages, sickness or quarantine not within the control of the licensee, the commission may permit the licensee to continue simulcasting, and if it appears that a racing meeting licensee is or will become unable to conduct a full schedule of live racing performances, the commission shall suspend such right to simulcast until said licensee conducts or resumes a full schedule of live racing performances; provided, further, that no racing meeting licensee shall simulcast live races in the 2000 to 2001, inclusive racing seasons unless each said racing meeting licensee, in each of those racing seasons, is licensed to conduct no fewer than a total of one hundred and fifty racing performances; provided, however, that where two racing meeting licensees in Norfolk county use the same track during the calendar year, each thoroughbred horse racing meeting licensee, in each of those racing seasons, shall be licensed to conduct no fewer than a total of fifty racing performances and each harness horse racing meeting licensee, in each of those racing seasons, shall be licensed to conduct no fewer than a total of one hundred racing performances.

All simulcasts shall comply with the provisions of the Interstate Horseracing Act of 1978, 15 U.S.C. Sec. 3001 et seq. or other applicable federal law; provided, however, that all simulcasts from states whose racing associations do not require approval in compliance with the Interstate Horseracing Act of 1978, 15 U.S.C. Sec. 3004 (a) (1) (A), except simulcasts during the month of August, shall require the approval of the New England Horsemen's Benevolent and Protective Association prior to being simulcast to any racing meeting licensee within the commonwealth; provided, further, that if said association agrees to approve such simulcast for one racing meeting licensee, it shall approve the simulcast for all otherwise eligible racing meeting licensees.

Each racing meeting licensee shall pay a fee for those days, whether a dark day, a day during a dark season, or any day between periods of racing pursuant to an operating license,

when no live races are conducted but simulcast races are shown and simulcast wagers are accepted. Such fee shall be determined by the commission in accordance with the license fees charged pursuant to the provisions of chapter one hundred and twenty-eight A. No other daily fee shall be assessed.


Notwithstanding any general or special law to the contrary, any host track that simulcasts a race to any out-of-state wagering facility that is within one hundred miles of said host track shall pay to the representative breeders association of the same class as is simulcast, a sum equal to one-quarter of one percent of the total amount wagered at the receiving wagering facility.

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[Text of section effective until July 31, 2016. Repealed by 2011, 194, Sec. 39. See 2011, 194, Sec. 112 as amended by 2014, 165, Sec. 192.]

[Introductory paragraph of first paragraph until July 31, 2016.]

Section 2. Any person desiring to hold or conduct a horse or dog racing meeting within the commonwealth shall make an application to the Massachusetts gaming commission established in chapter 23K for a license so to do. Such application shall state

[Introductory paragraph of first paragraph effective July 31, 2016 does not take effect. See 2011, 194, Secs. 39 and 112 and 2014, 165, Sec. 192. See, also, 2001, 139, Sec. 45 as amended by 2005, 176, Sec. 13; 2006, 54, Sec. 12; 2006, 449, Secs. 19 and 21; 2008, 290, Sec. 12; 2009, 167, Sec. 12; 2010, 203, Sec. 12; 2011, 77, Sec. 12; 2011, 194, Sec. 84 and 2014, 264, Sec. 11. For text effective until July 31, 2016, see above.]

Any person desiring to hold or conduct a horse or dog racing meeting within the commonwealth shall make an application to the Massachusetts gaming commission established in chapter 23K, hereinafter called the commission, for a license so to do. Such application shall state

- (1) The name of the applicant.
- (2) The post office address of the applicant, and if a corporation, the name of the state under the laws of which it is incorporated, the location of its principal place of business and the names and addresses of its directors and stockholders.
- (3) The location of the race track where it is proposed to hold or conduct such meeting.
- (4) The days on which it is intended to hold or conduct such a meeting.
- (5) The hours of each day between which it is intended to hold or conduct racing at such meeting, which hours shall be not before ten o'clock ante meridian for horse racing and not before seven o'clock post meridian for dog racing except as provided for in section three, nor later than seven o'clock post meridian for running horse racing nor later than twelve o'clock midnight for harness horse racing and dog racing.
- (6) Answers to such other questions as the commission may prescribe, and

(7) That the applicant will comply, in case such license be issued, with all applicable laws and with all applicable rules and regulations prescribed by the commission.

Such application shall be filed with the commission on or before the first day of October of the calendar year preceding the calendar year for which application requests a license to be issued under this chapter; and the commission shall grant or dismiss such application not later than the fifteenth day of November next following; provided, however, that a supplementary application by a licensee for a subsequent license in the calendar year for which a license had theretofore been issued to such licensee and relating to the same premises as were specified in the previously issued license, and supplementary applications by a licensee for additional licenses under section four, may be filed with the commission at any time prior to the expiration of said calendar year for which a license had theretofore been issued to said licensee; and the commission shall grant or dismiss such applications within thirty days of the date of filing. Such applications shall be signed and sworn to, if made by an individual, by such individual; if made by two or more individuals or a partnership, by one of such individuals or by a member of such partnership, as the case may be, if made by a trust, by a trustee of such trust, and, if made by an association or corporation, by the president or vice president thereof. The commission may prescribe forms to be used in making such applications.

With such application there shall be delivered to the commission a certified check or bank draft, payable to the commission, weekly in advance for the full amount of the license fee required by this chapter.

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[Text of section effective until July 31, 2016. Repealed by 2011, 194, Sec. 39. See 2011, 194, Sec. 112 as amended by 2014, 165, Sec. 192.]

Section 3. If any application for a license, filed as provided by section two, shall be in accordance with the provisions of this chapter, the commission, after reasonable notice and a public hearing in the city or town wherein the license is to be exercised, may issue a license to the applicant to conduct a racing meeting, in accordance with the provisions of this chapter, at the race track specified in such application; provided, that if the commission has already taken action on an application for any calendar year, after such notice and public hearing, no other public hearing need be held on any other application from the same applicant relating to the same premises filed prior to the expiration of said year; and provided, further, that on an application for a license to conduct a horse or dog racing meeting in connection with a state or county fair the applicant shall show a certificate from the commissioner of food and agriculture that (1) such fair is a state or county fair as defined in section one, (2) such fair has been operating for each of the five consecutive years immediately preceding the date of filing such application and had received for each of said five consecutive years assistance from the agricultural purposes fund, (3) such fair is properly qualified as hereinafter in this paragraph provided and (4) the location where such racing meeting is to be held is annually approved by him and by the board of agriculture; and provided, further, that on an application for a license to conduct a horse or dog racing meeting in connection with a state or county fair by an applicant to whom a prior license to conduct such a racing meeting at the race track specified in said application has been granted by the commission, no hearing need be held, unless a request, signed by at least one per cent of the registered voters of the city or town in which the track is located, is filed with the commission not later than thirty days following the granting of said license. In determining whether a fair is properly qualified under this paragraph, the commissioner of food and agriculture shall consider the number of days such fair has operated each previous year, the area of the land used for fair purposes, the number of entries in agricultural show events in previous years, the number and value of prizes offered in such events and whether or not the granting of a racing license would tend to promote the agricultural purposes of the fair.

Such license shall state?

(1) The name of the person to whom the same is issued,

- (2) The location of the race track where the racing meeting thereby authorized is to be held,
- (3) The days on which such meeting may be held or conducted,
- (4) The hours of each day between which racing may take place at such meeting, and
- (5) That the required license fee has been received by the commission.

No license shall be issued which would permit a racing meeting to be held or conducted except under the following conditions:

[Clauses (a) through (q) of third paragraph effective until July 31, 2016. See 2001, 139, Sec. 45 as amended by 2005, 176, Sec. 13; 2006, 54, Sec. 12; 2006, 449, Secs. 19 and 21; 2008, 290, Sec. 12; 2009, 167, Sec. 12; 2010, 203, Sec. 12; 2011, 77, Sec. 12; 2011, 194, Sec. 84 and 2014, 264, Sec. 11. For text effective July 31, 2016, see below.]

(a) No license shall be issued for more than an aggregate of 200 days in any 1 year at all running horse racing meetings combined, not including running horse racing meetings held in connection with state or county fairs; provided, however, that up to 200 days may be awarded in Suffolk county only.

(b) No license shall be issued for more than an aggregate of 200 racing days in any 1 year at all harness horse racing meetings combined, including harness horse racing meetings at state or county fairs; provided, however, that up to 200 days may be awarded in Norfolk county only.

(c) No license shall be issued for more than an aggregate of 1,190 racing days in any 1 year at all dog racing meetings combined, excluding dog racing meetings conducted at a race track owned and operated by a state or county fair in Essex county; provided, however, that 210 days may be awarded only for racing in Hampden county during the period between April 15 and October 21, and 520 of the remaining days may be awarded only in Bristol county; provided, further, that the remaining 460 days may be awarded only in Suffolk county; provided, further, that up to 60 additional days may, in the discretion of the commission, be awarded only in Suffolk county; provided, further, that, in addition to the total number of racing days provided above, the commission may issue a license for an additional 60 days of racing in Bristol county.

(d) Licenses shall permit racing meetings only between the hours of 10:00 a.m. and 12:00 midnight. The commission shall grant authorized dates at such times that are consistent with the best interests of racing and the public; provided, however, that dates for racing meetings held in connection with a state or county fair may only be awarded during the period between June 15 and October 15. The commission may, in its discretion, on written application from a racing licensee made at least 7 days prior to the date of any proposed change of time stated in the racing license and without necessity for further public hearing, change the hours of conducting such racing meeting between any of the aforesaid hours, notwithstanding the hours set forth on the license; provided, however, that, if by reason of state or national emergency, night illumination is forbidden by public authority, then the commission may, in its discretion, issue a license to permit racing at such hours as the commission shall determine between the hours of 10:00 a. m. and 12:00 midnight. For the purpose of imposing the fee provided for in section 4, computing the sums payable to the commission pursuant to section 5 and counting the number of days authorized by clauses (a), (b) and (c), any racing meeting held after 7:00 p.m. on the same day on which a racing meeting is held at the same race track prior to 7:00 p.m. shall be considered a separate day of racing.

(e) No license shall be issued to permit running horse racing meetings to be held or conducted, except in connection with a state or county fair, at the same time of day at more than 1 race track within the commonwealth unless the race tracks are more than 75 miles

apart; provided that, no license shall be issued to permit a running horse racing meeting to be held at a racing strip of less than 1 mile, except for a racing meeting in connection with a state or county fair; provided, however, that, in no case, shall more than 2 licenses be issued for meetings to be held or conducted at the same time of day.

(f) No license shall be issued to permit harness horse racing meetings to be held or conducted, except in connection with a state or county fair, at the same time of day at more than 1 race track within the commonwealth unless the race tracks are more than 75 miles apart; provided, however, that, in no case, shall more than 2 licenses be issued for meetings to be held or conducted at the same time of day.

(g) No licenses shall be issued to permit dog racing meetings to be held or conducted at more than 4 race tracks within the commonwealth, excluding dog racing meetings held in connection with a state or county fair at a race track owned and operated by the fair, nor at any location where racing has not been conducted for at least 5 years prior to November 15, 2001 and where the surrounding property is substantially of a residential character, as determined or defined by a zoning ordinance or by-law, if any, controlling such location; provided, however, that 1 license may be issued only for racing in Hampden county; provided, further, that any license issued in Bristol county shall require that racing be held or conducted at a single location which has winterized spectator areas and which has a heated racing surface, if the applicants for the licenses agree that races shall be held or conducted at a single location.

(h) No license shall be issued to any person who is in any way in default, under the provisions of this chapter, in the performance of any obligation or in the payment of any debt to the commission; provided, however, that no license shall be issued to any person who has, within 10 years of the time of filing the application for the license, been convicted of violating section 5.

(i) In granting authorized dates under this section, the commission shall take into consideration, in addition to any other appropriate and pertinent factors, the following: the financial ability of an applicant to operate a race track; the maximization of state revenues; the suitability of racing facilities for operation at the time of the year for which dates are assigned; the circumstance that large groups of spectators require safe and convenient facilities; the interest of members of the public in racing competition honestly managed and of good quality; the necessity of having and maintaining proper physical facilities for racing meetings and the necessity of according fair treatment to the economic interest and investments of those who in good faith have provided and maintain such facilities. Notwithstanding the foregoing provisions of this section, the racing commission shall have the right to review and reconsider without further notice or public hearing any application made prior to October 1 for which racing dates have been requested for the following year; provided that the application has had a public hearing prior to November 15; and provided, further, that any applicant who has been denied these racing dates makes a written request for review and reconsideration within 90 days of receiving notice of the denial; and provided further, that the commission shall reconsider and review the request within 180 days of the denial.

(j) No licenses shall be issued to permit dog racing meetings to be held or conducted, except in connection with a state or county fair, at the same time at more than 1 race track within the same county or within 25 miles of another dog race track, nor at any time at more than 4 race tracks within the commonwealth, nor at a dog race track having a racing strip of less than 3/16 of a mile for outdoor tracks and 1/5 of a mile for indoor tracks.

(k) No license shall be transferable, except with the approval of the commission.

(l) No license shall be issued to permit horse or dog racing meetings to be held on premises owned by the commonwealth or any political subdivision thereof.

(m) No license shall be issued to hold or conduct a horse or dog racing meeting in connection with a state or county fair or any exhibition for the encouragement or extension of agriculture if the racing meeting is to be conducted at a race track located outside the county, or any county bordering thereon, where the licensee conducted its fair prior to December 31, 1961.

(n) No license shall be issued to any person to hold or conduct a horse or dog racing meeting in connection with a state or county fair or any exhibition for the encouragement or extension of agriculture under the reduced license fee provided in section 4, unless the applicant shall first satisfy the commission that the main purpose of the fair or exhibition is the encouragement or extension of agriculture and that the same constitutes a bona fide exhibition of that character. No license shall be issued to a person to hold or conduct a horse or dog racing meeting in connection with a state or county fair or any exhibition for the encouragement or extension of agriculture for more than 15 days in a calendar year.

(o) No license shall be issued unless the person applying therefor shall have executed and delivered to the commission a bond payable to the commission in the amount of \$125,000 with a surety or sureties approved by the commission conditioned upon the payment of all sums which may become payable to the commission under this chapter; provided, however, that the amount of such bond, in the case of any person holding or conducting a racing meeting in connection with a state or county fair, shall be \$25,000.

(p) Every license shall be recorded in the office of the clerk of the city or town in which the racing meeting is held or conducted at a time not less than 5 days before the first day of the meeting or forthwith upon the issuance of the license if the same shall be issued after that time. After the license is so recorded, a duly certified copy thereof shall forthwith be conspicuously displayed and shall be kept so displayed continuously during the racing meeting in the principal business office at the race track where the meeting is held and at all reasonable times shall be exhibited to any person requesting to see the same.

(q) Every licensee shall keep conspicuously posted in various places on its premises a notice containing the name and numbers of the council on compulsive gambling and a statement of its availability to offer assistance.

[Clauses (a) through (q) of third paragraph effective July 31, 2016 do not take effect. See 2011, 194, Secs. 39 and 112 and 2014, 165, Sec. 192. For text effective until July 31, 2016, see above.]

(a) Such a meeting may be held or conducted on a weekday or weekdays or on a Sunday or Sundays.

(b) Such a meeting as may be for running horses shall be between the hours of ten o'clock ante meridian and seven o'clock post meridian. Such a meeting as may be for harness horses may be between twelve o'clock noon and seven o'clock post meridian or between seven o'clock post meridian and twelve o'clock midnight; provided, however, that the commission may, in its discretion, on written application from a harness horse racing licensee made at least seven days prior to the date or dates of any proposed change of time stated in said harness horse racing license and without necessity for any further public hearing, change the hours of conducting such harness horse race meeting between any of the aforesaid hours, notwithstanding the hours set forth on the license.

(c) Dog racing at such meeting may be between the hours of seven o'clock post meridian and twelve o'clock midnight only; provided, that if by reason of national emergency night illumination is forbidden by public authority, then the commission may, in its discretion, issue a license to permit dog racing at such hours as said commission may determine, between the hours of twelve o'clock noon and twelve o'clock midnight. In addition to the foregoing, the commission may, in its discretion, issue to any licensee licensed for dog racing in other

periods of the year a license for a dog racing meeting between the hours of twelve o'clock noon and seven o'clock post meridian, provided that no such license shall be issued for any day on which a dog racing meeting is to be held in the same location after seven o'clock post meridian. Such dog racing meeting shall hereinafter be referred to as matinee dog racing. Said meeting shall be considered a separate day of racing for the purpose of imposing the fee provided for in section four, for the purpose of computing the sums payable to the commission pursuant to section five, and for purposes of clause (g) of section three.

[There is no clause (d).]

(e) Such dog racing meetings may be held only between the first day of April and the thirtieth day of November, both dates inclusive, in any year; provided, however, that matinee dog racing dates, as defined in clause (c) of this section, may only be awarded between the sixth day of July and the nineteenth day of September, both dates inclusive, in any one year.

(f) No license shall be issued for more than an aggregate of two hundred race days in any one year at all running horse racing meetings combined, not including running horse racing meetings held or conducted at state or county fairs.

(g) No licenses shall be issued for more than three hundred and thirty-five days in any one year nor for more than two hundred and ten racing days in any one county at all dog racing meetings combined, not including dog racing meetings at state and county fairs; provided, however, that not more than two hundred and seventy-five such racing days in any one year nor more than one hundred and fifty racing days in any one county shall be issued for all dog racing meetings combined which are held between the hours of seven o'clock post meridian and twelve o'clock midnight, not including dog racing meetings at state and county fairs; and not more than sixty such racing days may be awarded for all dog racing meetings combined conducted between the hours of twelve o'clock noon and seven o'clock post meridian.

(h) No licenses shall be issued to permit running horse racing meetings to be held or conducted, except in connection with a state or county fair, at the same time at more than one race track within the commonwealth, nor at any time at a race track located within fifty miles of another race track within the commonwealth, one mile or more in circumference; provided, that licenses may be issued to permit such meetings to be held or conducted at the same time at not more than two race tracks if such tracks are seventy-five miles apart.

(i) No licenses shall be issued to permit dog racing meetings to be held or conducted, except in connection with a state or county fair, at the same time at more than one race track within the same county or within twenty-five miles of another dog race track, nor at any time at more than three race tracks within the commonwealth, nor at a dog race track having a racing strip of less than three sixteenths of a mile for outdoor tracks and one fifth of a mile for indoor tracks.

(j) No licenses shall be issued for more than an aggregate of two hundred and twenty-four racing days in any one year at the harness horse racing meetings combined; not including harness horse racing meetings at state or county fairs; provided, however, that sixty such racing days may only be awarded for racing in Hampden, Hampshire or Franklin counties; and provided, further, that of the remaining one hundred and sixty-four days, not less than one hundred and four racing days shall be held during the months of January, February, March and December in any calendar year.

No license shall be issued to permit harness horse racing meetings to be held at the same time that a dog racing meeting or a running horse racing meeting is being held at a race track within ten miles of the track at which such harness horse racing meeting is to be held. Except for harness horse racing meetings at state or county fairs, no license shall be issued to permit

harness horse racing meetings to be held or conducted at the same time within twenty-five miles of another harness horse racing meeting.

(k) No license shall be issued to any person who is in any way in default, under the provisions of this chapter, in the performance of any obligation or in the payment of any debt to the commission.

(l) No license shall be issued to any person who has, within ten years of the time of filing the application for such license, been convicted of violating the provisions of section five of this chapter in retaining more than twelve and fifteen per cent, plus any additional amount that may be required by law, of sums deposited by patrons as wagers at a horse or dog racing meeting plus breaks, as defined in said section.

(m) No license shall be transferable, except with the approval of the commission.

(n) No licenses shall be issued to permit horse or dog racing meetings to be held on premises owned by the commonwealth or any political subdivision thereof.

(o) No licenses shall be issued to permit dog racing meetings to be held or conducted in any location where the surrounding property is substantially of a residential character, as determined by or defined by a zoning ordinance or by-law, if any, controlling such location.

[There is no clause (p).]

(q) No license shall be issued to hold or conduct a horse or dog racing meeting in connection with a state or county fair, or any exhibition for the encouragement or extension of agriculture if said racing meeting is to be conducted at a race track located outside of the county, or any county bordering thereon, where said licensee conducted its fair prior to December thirty-first, nineteen hundred and sixty-one.

[Fourth through seventh paragraphs effective July 31, 2016 do not take effect. See 2011, 194, Secs. 39 and 112 and 2014, 165, Sec. 192. See, also, 2001, 139, Sec. 45 as amended by 2005, 176, Sec. 13; 2006, 54, Sec. 12; 2006, 449, Secs. 19 and 21; 2008, 290, Sec. 12; 2009, 167, Sec. 12; 2010, 203, Sec. 12; 2011, 77, Sec. 12; 2011, 194, Sec. 84 and 2014, 264, Sec. 11.]

No license shall be issued to any person to hold or conduct a horse or dog racing meeting in connection with a state or county fair, or any exhibition for the encouragement or extension of agriculture, under the reduced license fee provided in section four, unless the applicant shall first satisfy the commission that the main purpose of such fair or exhibition is the encouragement or extension of agriculture and that the same constitutes a bona fide exhibition of that character. No such license shall be issued to any person to hold or conduct such a horse or dog racing meeting for more than ten days in any calendar year.

No license shall be issued unless the person applying therefor shall have executed and delivered to the commission a bond, payable to the commission in the amount of one hundred and twenty-five thousand dollars, with a surety or sureties approved by the commission conditioned upon the payment of all sums which may become payable to the commission under this chapter; provided that the amount of such bond, in the case of any person holding or conducting a racing meeting in connection with a state or county fair shall be twenty-five thousand dollars.

Every license shall be recorded in the office of the clerk of the city or town in which such racing meeting is held or conducted at a time not less than five days before the first day of such meeting or forthwith upon the issuance of such license if the same shall be issued after such time. After such license is so recorded, a duly certified copy thereof shall forthwith be conspicuously displayed and shall be kept so displayed continuously during said racing

meeting in the principal business office at the race track where such meeting is held and at all reasonable times shall be exhibited to any person requesting to see the same.

Every licensee shall keep conspicuously posted in various places on its premises a notice containing the name and numbers of the council on compulsive gambling and a statement of its availability to offer assistance.

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October 7, 2016

VIA HAND DELIVERY

Chairman Stephen Crosby
Massachusetts Gaming Commission
101 Federal Street
12th Floor
Boston, MA 02110

Re: ***Sterling Suffolk Racecourse, LLC's Petition for Suspension or Revocation of Raynham Park's Simulcasting License Due to Failure to Pay Statutorily Required Premiums***

Dear Chairman Crosby:

This firm represents the New England Horsemen's Benevolent and Protective Association, Inc. ("NEHBPA"). I am writing this letter to communicate the position of the NEHBPA with respect to Sterling Suffolk Racecourse, LLC's ("Suffolk Downs") petition for the suspension or revocation of Raynham Park's simulcasting license due to Raynham Park's failure to pay statutorily required premiums to Suffolk Downs. The NEHBPA submits this letter to address (1) the legal basis for Raynham Park's statutory obligation to pay premiums to Suffolk Downs, (2) the Massachusetts Gaming Commission's (the "Commission") legal authority to enforce the statutory obligation, and (3) whether, as a practical matter, the Commission should enforce the statutory obligation.

I. Raynham Park Is Statutorily Obligated to Pay Premiums.

The NEHBPA hereby incorporates as if fully set forth herein the showing set forth in Suffolk Downs' letter to the Commission dated September 22, 2016 regarding Raynham Park's statutory obligation to pay premiums under M.G.L. c. 128C, § 2. As set forth more fully in that letter, M.G.L. c. 128C, § 2 requires that Raynham Park pay to Suffolk Downs a 3 per cent premium with respect to any interstate running horse simulcasts received. Further, the Commission has already indicated that Suffolk Downs was the running horse racing meeting licensee in Suffolk County under M.G.L. c. 128C, § 2 during the relevant time period.

II. The Commission's Has Authority to Enforce Raynham Park's Statutory Obligation to Pay Premiums.

Raynham Park's simulcasting authority is provided for in M.G.L. c. 128C, § 2. Thus, as an initial matter, the Commission has the authority to enforce Raynham Park's statutory obligation to pay premiums pursuant to M.G.L. c. 23K, § 7(a). This provision provides: "The commission shall administer and enforce chapters 128A and 128C and any other general or special law related to pari-mutuel wagering or simulcasting." M.G.L. c. 23K, § 7(a).

Further, Section 2 of M.G.L. c. 128C provides that “[a]ny violation of this chapter shall be cause for the commission to suspend or revoke a license pursuant to section 11 of chapter 128A.” Section 11 of M.G.L. c. 128A provides that “[t]he commission shall have full discretion . . . to suspend or revoke the license of any licensee. If any license is suspended or revoked, the commission shall make a record of its reasons for doing so and such record shall be made available to any person requesting to inspect the same.” M.G.L. c. 128A, § 11. These provisions plainly provide the Commission with the authority to suspend or revoke Raynham Park’s license to simulcast as a result of violations of M.G.L. c. 128C, § 2.

Moreover, from a policy perspective, the result would be absurd if the Commission has no authority to regulate a statutory licensee under the state statutory scheme. Essentially, Raynham Park is arguing that its status as a statutory licensee renders the Commission unable to regulate its conduct at all. A statutory licensee such as Raynham Park would be able to engage in illegal conduct, leaving the Commission with no recourse.¹ Instead, the Commission would have to rely on private actors to bring private lawsuits to remedy violations of the law in the very industry the Commission regulates.

Finally, separately and in addition to the relevant authority found in the state statutes, federal law provides separate and distinct authority to the Commission to enforce Raynham Park’s payment of the required premiums. Under the Interstate Horseracing Act, 15 U.S.C. § 3001, *et seq.* (“IHA”), the Commission must provide its consent before Raynham Park may accept interstate off-track wagers. *See* 15 U.S.C. § 3004(a). The Commission may withhold this consent until Raynham Park pays the required premiums and may file a civil action against Raynham Park to enjoin Raynham Park from accepting interstate off-track wagers without the Commission’s consent or for damages if Raynham Park does so without the Commission’s consent. *See* 15 U.S.C. § 3006(a). Accordingly, regardless of whether state law provides the Commission the authority, federal law provides a separate authority to the Commission to regulate Raynham Park as an off-track wagering facility.

III. The Commission Should Enforce Raynham Park’s Statutory Obligation to Pay Premiums.

The Commission should suspend or revoke Raynham Park’s simulcasting license for its failure to pay the required premiums because if it does not do so, the horsemen will be left without a remedy. Raynham Park is illegally withholding funds to the detriment of horsemen. However, it is not clear if the NEHBPA would have standing to bring a private action on this particular matter because M.G.L. c. 128C, § 2 directs that the premiums be first paid to Suffolk Downs. Further, although Raynham Park argues (without merit) that the premiums will be retained by Suffolk Downs and the NEHBPA “as their private, cash kitty,” (Raynham Park Memo., at 8), any funds provided to the NEHBPA will go to the purse monies for the benefit of the horsemen. Ironically, it is Raynham Park that is retaining the simulcasting premiums for its own benefit and in violation of the law.

¹ In this instance, Raynham Park is stealing hundreds of thousands of dollars in purse funds from the horsemen. To not exercise any jurisdiction here would give carte blanche to Raynham Taunton to ignore all laws regulating simulcasting in Massachusetts.

The current statutory scheme in Massachusetts allows three private non-casino entities (Wonderland, Raynham-Taunton and Suffolk) exclusive statutory licenses to simulcast horse racing in Massachusetts. These entities earn millions of dollars in simulcasting profit from their state granted licenses yet fail to invest any significant portion of those profits in the local racing industry. Accordingly, Massachusetts horsemen are left in a position with few live race days and simulcasting facilities that are neglected, dilapidated and run-down. As the regulator and steward of thoroughbred racing in Massachusetts, at a minimum, the Commission has an obligation to ensure that those remaining statutory provisions designed to protect the horsemen and the industry are enforced.

For all of these reasons, the NEHBPA submits that the Commission may and should suspend and/or revoke Raynham Park's simulcasting authority due to Raynham Park's failure to pay statutorily required simulcasting premiums to Suffolk Downs.

Thank you for your time and attention.

Very Truly Yours,



Neil D. Raphael

cc: Catherine Blue, Esq.
Commissioner Gayle Cameron
Commissioner Lloyd MacDonald
Commissioner Enrique Zuniga
Commissioner Bruce Stebbins



Division of Racing

MEMORANDUM

TO: Massachusetts Gaming Commission / State Racing Division
FROM: Doug O'Donnell, Senior Financial Analyst
SUBJECT: Request for Consideration, Suffolk Downs Capital Improvement Trust Fund
DATE: October 13, 2016

In accordance with General Laws of Massachusetts, Chapter 128A, Section 5g.

The trustees may expand without appropriation all or any part of the capital trust fund to the appropriate track licensee in proportion to the amount deposited in each fund for use of a capital expenditure for alterations, additions, replacements, changes, improvements or major repairs to or upon the property owned or leased by the licensee and used by it for the conduct of racing, but not for the cost of maintenance or of other ordinary operations. The trustees shall hire architectural and engineering consultants as they deem appropriate to advise them and to evaluate proposed capital improvements. The following capital fund requests have been reviewed.

Project # SDCITF2013:

• # 2	\$53,004.16
• # 4	\$6,440.00
• # 5	\$8,647.64
• # 6	\$33,399.27
• # 7	\$1,930.00
• # 8	\$21,035.70
• # 9	\$4,265.00
• # 10	\$12,500.42
• # 11	\$42,955.02
• # 12	\$3,986.09
• #13	\$6,315.25
• #14	\$1,163.94
• #15	\$1,301.56
• #16	\$7,919.69
• #18	\$13,871.88
• #19	\$117,645.69
• #20	\$2,069.76
• #21	\$9,682.05
• #23	\$11,897.37
• #24	<u>\$5,599.50</u>



Massachusetts Gaming Commission

Total Request for Consideration: \$365,629.99

Current balance in Fund \$900,757.04

All financial statements required under section 6 shall be accompanied by a statement signed under the pains and penalties of perjury by the manager of the licensee setting forth the capital improvements completed with funds obtained under this section.

After review and confirmation of request, with your authorization, we will approve scope of work to be completed at the licensee facility.



Massachusetts Gaming Commission



Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal

September 12, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

2016 SEP 14 PM 12: 04

MASSACHUSETTS GAMING
COMMISSION

RE: Suffolk Downs
CIF Project SD 2013-2
Backstretch Bathroom
Request for Consideration

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$53,004.16 for the Renovations to the Backstretch Bathroom.

The project involved the renovations to the backstretch bathroom. The work involve the installation of new showers and stalls and related renovation work. The work was required as the conditions of the bathrooms had deteriorated over the years and the bathroom needed to be updated. The Request includes purchase of materials and supplies and labor costs for work performed by Suffolk Downs personnel.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$53,004.16.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.


Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-2 (RFC)



August 2, 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dear Mr. Dixon:

In reply to your e-mail re Suffolk Downs, 2013 CIF Projects, please be advised as follows:

Project SD 2013-2 (RFC) \$53,004.16
Renovations to Backstretch Bathroom

Renovations consisted of installing shower and stalls in the head of the backstretch bathroom, per following costs:

Burnett & Moynihan – supplies	\$482.02
McMaster-Carr Supply Company – Steel Stud Anchor for concrete	163.23
Burnett & Moynihan – supplies	1111.37
SSR payroll	4489.44
Burnett & Moynihan – supplies	582.71
Burnett & Moynihan – supplies	850.61
Burnett & Moynihan – supplies	140.57
Burnett & Moynihan – supplies	50.15
Burnett & Moynihan – supplies	142.70
SSR payroll	1712.36
SSR payroll	43279.00
TOTAL	\$53004.16

(Attached Burnett & Moynihan invoices \$64.29 and \$78.41 should not be included in this project)

Project SD 2013-5 \$8,647.64
Racetrack Retaining Wall

Aggregate Industries (concrete)	\$737.19
Aggregate Industries (concrete)	753.13
Burnett & Moynihan (supplies)	310.79
Home Depot (supplies)	499.53
Spartichino Fence (repair barbed wire and broken posts/new gate and posts)	2850.00
Hall Pump Sales (replaced sewer pump)	3497.00
TOTAL	\$8647.64

Telephone: 617-567-3900

525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts 



July 11, 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dear Neil:

RE: CIF Project SD 2013-2 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-2 (Backstretch Bathroom).

This project involved the renovation of the backstretch bathroom which was in poor condition from years of deterioration.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

RECEIVED

JUL 26 2016

Dixon Salo Architects, Inc.

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts 



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016

2. Association Making This Request Suffolk Downs

3. Project # 2013-2 (unique project number)

4. Project Backstretch Bathroom unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration RFR / Request for Reimbursement

Capital Improvement Fund Promotional Trust Fund

6. Total Project Amount Requested: \$ 53,004.16 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project involved the renovation of the backstretch bathroom which was in poor condition from years of deterioration.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____

BURNETT & MOYNIHAN

43 FOSTER ST.
 REVERE, MA 02151
 {781} 284-0055 FAX {781} 284-9057

DELIVERY
 TICKET

Page: 1	Shipping Ticket: 50049809
Special : Instructions : :	Time: 08:09:44 Ship Date: 12/05/12 Invoice Date: 12/05/12 Due Date: 01/04/13
Sale rep #: ALMAT Al Mattuchio	Acct rep code: 1
Sold To: STERLING SUFFOLK RACECOURSE, LLC 525 MCCLELLAN HIGHWAY EAST BOSTON, MA 02128	Ship To: STERLING SUFFOLK (617) 568-3284 (617) 568-3284
Customer #: 064145	Customer PO: 12822
	Order By: ERNIE

popimg01 30
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ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
1.00	1.00	L	EA	650388	PASLODE - 650388 3 1/4" H/D SMOOTH FULL ROUND HEAD. GENUINE	99.3300 EA	99.3300	99.33
1.00	1.00	L	EA	P650383	PASLODE - #650383 8DR GALV. ORIG. 2M	56.2100 EA	56.2100	56.21
1.00	1.00	L	EA	816001	PASLODE - #816001 YELLOW FINISH CELLS FUEL CELL	14.9000 EA	14.9000	14.90
1.00	1.00	L	EA	816000	PASLODE - #816000 RED FRAMING FUEL CELLS	14.9000 EA	14.9000	14.90
42.00	42.00	L	EA	248KD	2 X 4 X 8' KD	559.6500 MBF	2.9848	125.36
60.00	60.00	L	EA	1312S	1 X 3 X 12' SPRUCE STRAPPING	556.2500 MBF	1.6688	100.13
2.00	2.00	L	EA	4612HEM	4 X 6 X 12' HEM HEMLOCK	892.5000 MBF	21.4200	42.84

2013-02

PRO NUMBER: **BURN001**
 DISPATCH: **110025**
 PHONE NUMBER:
 CHECK DATE:
 APPROVED:

FILLED BY _____ CHECKED BY _____ DATE SHIPPED _____ DRIVER _____

SHIP VIA _____ CUSTOMER PICK UP _____

RECEIVED COMPLETE AND IN GOOD CONDITION _____

X

Taxable 453.67
 Non-taxable 0.00
 Tax # _____

Sales total \$453.67

Tax 28.35

TOTAL \$482.02

The signatory acknowledges that he has authority to enter said signature on this contract on behalf of purchaser. The acceptance of the materials specified above at the price quoted constitute a written contract between the recipient of such goods and Burnette & Moynihan, Inc. for purpose of Mass. General Laws c.254. Unless otherwise specified, the date for completion of this contract is six months from the date of delivery of the above goods and said contract shall be deemed to include all outstanding amounts due for materials. There are no other understandings, agreements or representations of any kind, expressed or implied.

2 - Customer Copy

TBE- 452
 THERE ARE NO WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. OWNERS WILL ACCEPT FULL RESPONSIBILITY FOR TRUCKS GOING OVER CURBS, SIDEWALKS AND DRIVEWAYS.





SUFFOLK DOWNS®

PURCHASE ORDER 12822
PCF/SD _____

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.
A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

V
E
N
D
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Beausite 3/12/12

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DATE OF ORDER		PROJECT NO.		TERMS	F.O.B	DELIVERY DATE
<i>12/15/12</i>		<i>Had of smel 3015</i>				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL	
<i>1</i>			<i>2" x 4" studs</i>		<i>95.28</i>	
<i>1</i>			<i>1" x 4" studs</i>		<i>8.00</i>	
<i>1</i>			<i>Yellow 2x4 2x11</i>		<i>14.90</i>	
<i>1</i>			<i>Red 2x4 2x11</i>		<i>11.90</i>	
<i>4</i>			<i>2x 4x12</i>		<i>125.36</i>	
<i>10</i>			<i>1/2" x 2" x 12' studs</i>		<i>119.75</i>	
<i>2</i>			<i>1/2" x 12'</i>		<i>43.98</i>	
8.						
9.						
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14.						
15.						

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
CIP

DEPARTMENT
Maint

REQUISITIONED BY
JP

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER

609-689-3000
 609-259-3575 (fax)
 nj.sales@mcmaster.com



Billed to
 STERLING SUFFOLK RACECOURSE
 525 MCCLELLAN HWY
 EAST BOSTON MA 02128-1035

Purchase Order	ERNIE
Total	\$163.23
Invoice	42239107
Invoice Date	12/7/12
Payment Terms	2% 10, Net 30
Deduct \$3.15 on merchandise if paid by 12/17/12.	

Shipped to
 Sterling Suffolk Racecourse
 525 McClellan Hwy
 East Boston MA 02128-1035

Mail Payment to McMaster-Carr
 PO Box 7690
 Chicago IL 60680-7690

Your Account 124919600

Order placed by phone.

Line	Product	Ordered	Shipped	Balance	Price	Total
1	97799A303 Type 316 Stainless Steel Stud Anchor for Concrete, 1/2" Diameter, 7" Length	16 Each	16	0	9.84 Each	157.44
Merchandise						157.44
Shipping						5.79
Total						\$163.23

Packing List	Shipped	Weight	Carrier	Tracking
4840597-01	12/7/12	7 lb	UPS Ground	1Z0100830366087187

Customer Name: *McMA 001*
 Distribution: *1505-100*
 Vendor Number: *110116*
 Address: _____
 City: _____
 State: _____
 Zip: _____
 Country: _____

TAX 9.84

J. P...

[Signature]



Bathroom

Purchase Order
ERNIE

Page 1 of 1

200 New Canton Way
Robbinsville NJ 08691-2343
609-689-3000
nj.sales@mcmaster.com

Sterling Suffolk Racecourse
525 McClellan Hwy
East Boston MA 02128-1035

McMaster-Carr Number
4840597-01

12/07/2012

Line	Description	Ordered	Shipped			
1	97799A303 Type 316 Stainless Steel Stud Anchor for Concrete, 1/2" Diameter, 7" Length	16 Each	16	1 - 684 - 05	22 - 21	A303 16 EA 1

CC

*Bathroom
2013-02*

Sterling Suffolk Racecourse



7 lbs
1 line

DW2BSP14
12/07/2012
14:25/14:54
096
Cycle 66

13x8x5



1140596682003

BURNETT & MOYNIHAN

43 FOSTER ST.
REVERE, MA 02151
{781} 284-0055 FAX {781} 284-9057

Customer Copy

INVOICE

PLEASE REFER TO INVOICE NUMBER
ON ALL CORRESPONDENCE

Page: 1

Invoice: **50049933**

Special :
Instructions :
Sale rep #: 6 Rick Mattuchio
Acct rep code: 1

Time: 09:02:05
Ship Date: 12/12/12
Invoice Date: 12/27/12
Due Date: 01/26/13

Sold To: **STERLING SUFFOLK
RACECOURSE, LLC
525 MCCLELLAN HIGHWAY
EAST BOSTON, MA 02128**

Ship To: **METAL ROOFING**
(617) 568-3284
(617) 568-3284

Customer #: 064145

Customer PO: 12837

Order By: ERNIE

popimg01

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ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
12.00	12.00	L	EA	1600000000031551	#875 AJ3 J CHANNEL EVERGREEN	10.0500 EA	10.0500	120.60
5.00	5.00	L	EA	1600000000031552	#875 AC1 OUTSIDE CORNER EVERGREEN	22.6250 EA	22.6250	113.13
4.00	4.00	L	EA	1JOHNH0000031260	40' BUTYL SEAM TAPE	5.6250 EA	5.6250	22.50
16.00	16.00	L	EA	1600000000031550	#875 GRANDRIB 3 EVERGREEN PANELS 8'	28.7000 EA	28.7000	459.20
2.00	2.00	L	EA	1JOHNH0000031253	1 1/2" WG SCREWS {250}	17.1625 EA	17.1625	34.33
8.00	8.00	L	EA	1600000000031584	GR3+ BASE GAURD 10'6" EVERGREEN	9.7833 EA	9.7833	78.27
1.00	1.00	L	EA	PTN3S5	Items imported from PO# 01-00025811-00 SCREW - 3" EXTERIOR GALV DECK 5LB. PRIMEGUARD 12/14	16.8900 EA	16.8900	16.89
1.00	1.00	L	EA	TYPAR4.5	TYPAR 4.5 X 200	132.1600 EA	132.1600	132.16
1.00	1.00	L	BOX	4479184	STAPLE - ARROW 3/8" T50	13.8000 BOX	13.8000	13.80
1.00	1.00	L	EA	BS8DR	BOSTITCH - 8D BS8DR RING STICK NAILS 2M 12-19-12	26.9500 EA	26.9500	26.95
12.00	12.00	L	EA	1JOHNH0000031257	GR3 OUTSIDE CLOSURE Above placed on PO#25898 - 7700	1.5625 EA	1.5625	18.75

2013-02

*BRANDOL
1505-100
110289*

[Signature]

FILLED BY _____ CHECKED BY _____ DATE SHIPPED _____ DRIVER _____

SHIP VIA OUR TRUCK

RECEIVED COMPLETE AND IN GOOD CONDITION

X

Freight 10.00

Taxable 1036.58

Non-taxable 10.00

Tax #

Sales total \$1036.58

Misc + Frgt 10.00

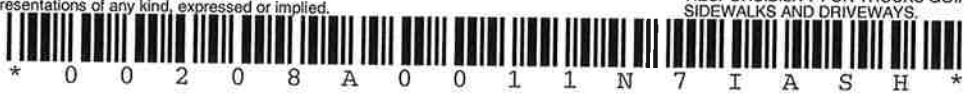
Tax 64.79

TOTAL \$1111.37

The signatory acknowledges that he has authority to enter said signature on this contract on behalf of purchaser. The acceptance of the materials specified above at the price quoted constitute a written contract between the recipient of such goods and Burnette & Moynihan, Inc. for purpose of Mass. General Laws c.254. Unless otherwise specified, the date for completion of this contract is six months from the date of delivery of the above goods and said contract shall be deemed to include all outstanding amounts due for materials. There are no other understandings, agreements or representations of any kind, expressed or implied.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. OWNERS WILL ACCEPT FULL RESPONSIBILITY FOR TRUCKS GOING OVER CURBS, SIDEWALKS AND DRIVEWAYS.

2 - Customer Copy





SUFFOLK DOWNS®

PURCHASE ORDER 12847
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.

A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

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Burnett + Mahan

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Bathroom

DATE OF ORDER	PROJECT NO.	TERMS	F.O.B	DELIVERY DATE	
19-29-12	2013-02				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL
1. 12			Evergreen J Channel		136.66
2. 5			" outside corners		113.13
3. 4			40' Seam Tape		22.50
4. 16			8' Evergreen Channel part		459.20
5. 2			1 1/2 Screws		24.32
6. 8			Evergreen 10 1/2" Base		78.97
7. 1			3" Exterior screws		16.89
8. 1			Typar 4.5 x 200		132.16
9. 1			3/8 T50 staples		12.00
10. 1			Bostich 8.0 Nails		26.95
11. 12			6.0 3/8 outside channel		18.75
12.					
13.					
14.					
15.					

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT#
CIA

DEPARTMENT
Maint

REQUISITIONED BY
SP

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER

BURNETT & MOYNIHAN

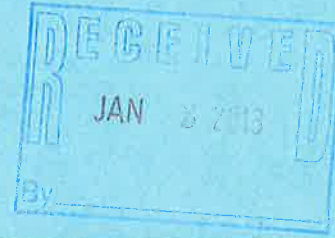
STATEMENT

43 FOSTER ST.
P.O. BOX 179
REVERE, MA 02151
{781} 284-0055

Date 12/28/2012
Page 1

Customer number: 064145

STERLING SUFFOLK
RACECOURSE, LLC
525 MCCLELLAN HIGHWAY
EAST BOSTON, MA 02128



I:000066177

BALANCE FORWARD	PAYMENTS	CURRENT CHARGES	JED/JEC	DISCOUNTS	SERVICE CHARGE	ACCOUNT BALANCE
8150.87	-6529.59	6269.67	-70.02	0.00	20.05	7840.98

INVOICE DATE	INVOICE	DUE DATE	JOB	TYPE	DEBIT	CREDIT/PAYMENT	BALANCE
							Balance forward: 8150.87
12/13/2012				SER CHG CR		-70.02	8080.85
12/05/2012	50049690	01/04/2013		INVOICE	2566.31 ✓		10647.16
12/06/2012	50049809	01/05/2013		INVOICE	482.01 ✓		11129.17
12/11/2012	50049804	01/10/2013		INVOICE	1104.22 ✓		12233.39
12/13/2012				GROSS PYMT		-4667.91	7565.48
12/18/2012	50049992	01/17/2013		INVOICE	784.16 ✓		8349.64
12/21/2012	50050077	01/20/2013		INVOICE	221.60 ✓		8571.24
12/27/2012	50049933	01/26/2013		INVOICE	1111.37 ✓		9682.61
12/27/2012				GROSS PYMT		-1861.68	7820.93
12/28/2012	1862	01/10/2013		SERV CHRG	20.05 ✗		7840.98
							Account balance: 7840.98

ACCOUNT AGING

FUTURE DUE	CURRENT DUE	30	60	90	120+	BALANCE DUE
0.00	6504.46	1336.52	0.00	0.00	0.00	7840.98

APRIL 2013

Sterling Suffolk Racecourse
 CIF Hours
 2013

Category	Labor Hours	Labor Cost	Carpenter Hours	Carpenter Cost	Forman Hours	Forman Cost	Total Hours	Total Cost
Bathroom Backstreach (2013 Apr expenses)	335.00	6,689.80	24.00	1,712.36	56.00	4,237.30	838.50	1,712.36
Bathroom Backstreach (2013 Q1 expenses)	32.00	533.75	447.50	32,351.90	8.00	592.93	88.00	43,279.00
Bathroom Backstreach (2012 expenses)			48.00	3,362.76				4,489.44
Total Dept	367.00	7,223.55	495.50	35,714.66	64.00	4,830.23	926.50	47,768.44

Booked in /
 Booked in /
 Booked in /

Date	Job Performed	Employee	Regular Hours	Regular Rate	Regular Cost	Total Payroll	FUTA Cost	FICA Cost	SUI Cost	Union Benefits Rate	Union Benefits	Total Benefit	Total Cost
4/10/2013	Carpenter	J.Gruszecki	8.00	\$ 34.40	\$ 275.20	\$ 275.20	\$ 2.20	\$ 21.05	\$ 33.93	\$ 29.80	238.4	\$ 295.59	\$ 570.79
	Carpenter	C.Sampson	8.00	\$ 34.40	\$ 275.20	\$ 275.20	\$ 2.20	\$ 21.05	\$ 33.93	\$ 29.80	238.4	\$ 295.59	\$ 570.79
	Carpenter	P.Mazzarella	8.00	\$ 34.40	\$ 275.20	\$ 275.20	\$ 2.20	\$ 21.05	\$ 33.93	\$ 29.80	238.4	\$ 295.59	\$ 570.79
	Labor	C Dalley	-	\$ 16.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -
	Labor	R Frogner	-	\$ 17.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -	\$ -
	Forman	E.Sampson	-	\$ 38.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29.19	0	\$ -	\$ -
	Carpenter	J.Gruszecki	8.00		275.20	275.20	2.20	21.05	33.93		238.40	295.59	570.79
	Carpenter	C.Sampson	8.00		275.20	275.20	2.20	21.05	33.93		238.40	295.59	570.79
	Carpenter	P.Mazzarella	8.00		275.20	275.20	2.20	21.05	33.93		238.40	295.59	570.79
	Labor	C Dalley	-		-	-	-	-	-		-	-	-
	Labor	R Frogner	-		-	-	-	-	-		-	-	-
	Forman	E.Sampson	-		-	-	-	-	-		-	-	-
	Total		24.00		825.60	825.60	6.60	63.16	101.80		715.20	886.76	1,712.36

BURNETT & MOYNIHAN

43 FOSTER ST.
REVERE, MA 02151
{781} 284-0055 FAX {781} 284-9057

DELIVERY
TICKET

REPRINT

Page: 1		Shipping Ticket: 50050188	
Special :		Time:	09:00:58
Instructions :		Ship Date:	01/02/13
		Invoice Date:	01/04/13
Sale rep #: 6 Rick Mattuchio	Acct rep code: 1	Due Date:	02/03/13
Sold To: STERLING SUFFOLK RACECOURSE, LLC 525 MCCLELLAN HIGHWAY EAST BOSTON, MA 02128		Ship To: 5/4 X 6 AZEK (617) 568-3284	
Customer #: 064145		Customer PO: 12837	
		Order By: ERNIE	

RDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
6.00	6.00	L	EA	546AZEK	AZEK - 5/4x6 AZEK 20' Above placed on PO#25980 - 3800 1/4	62.9000 EA	62.9000	377.40
2.00	2.00	L	EA	34CDX	3/4" CDX PINE PLYWOOD	918.7500 MBF	29.4000	58.80
1.00	1.00	L	EA	12CDXF	1/2" CDX FIR PLYWOOD	681.2500 MBF	21.8000	21.80
1.00	1.00	L	EA	114DWG5	SCREW - 1 1/4 DRYWALL COARSE GRABBER 5LB	14.0250 EA	14.0250	14.03
1.00	1.00	L	EA	MAXS62752	SCREW - 2 1/4 X 8 SS TRIM SCR 5LB PRIMESOURCE	76.3950 EA	76.3950	76.40

2013-02
2012-02

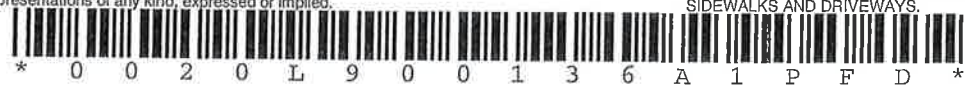
BURN 001
1505-100
110561

FILLED BY	CHECKED BY	DATE SHIPPED	DRIVER	Sales total	\$548.43
SHIP VIA	CUSTOMER PICK UP	RECEIVED COMPLETE AND IN GOOD CONDITION			
X				Taxable	548.43
				Non-taxable	0.00
				Tax #	34.28

I hereby acknowledge that he has authority to enter said contract on this contract on behalf of purchaser. The acceptance of the materials specified above at the price quoted constitute a contract between the recipient of such goods and Burnette & Moynihan, Inc. for purpose of Mass. General Laws c.254, otherwise specified, the date for completion of this contract is six months from the date of delivery of the above goods and said contract shall include all outstanding amounts due for materials. There are no understandings, agreements or representations of any kind, expressed or implied.

TRE-96
THERE ARE NO WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. OWNERS WILL ACCEPT FULL RESPONSIBILITY FOR TRUCKS GOING OVER CURBS, SIDEWALKS AND DRIVEWAYS.

TOTAL \$582.71



2 - Customer Copy



OLK DOWNS®

PURCHASE ORDER 12837
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.

A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

S
H
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P
T
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DATE OF ORDER		PROJECT NO.		TERMS	F.O.B	DELIVERY DATE
11/14/12		2013-03				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION		UNIT PRICE	TOTAL
1	6		5.000 1796			3224.00
2	2		4.000 1796			588.00
3	1		3.000 1796			322.40
4	1		1.000 1796			174.80
5	1		2.000 1796			349.60
6						
7						
8						
9						
10						
11						
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14						
15						
16						
17						
18						
19						
20						

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
CIF

DEPARTMENT
Maint

REQUISITIONED BY
SP

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER

BURNETT & MOYNIHAN

STATEMENT

43 FOSTER ST.
P.O. BOX 179
REVERE, MA 02151
{781} 284-0055

Date 03/28/2013
Page 1

Customer number: 064145

STERLING SUFFOLK
RACECOURSE, LLC
525 MCCLELLAN HIGHWAY
EAST BOSTON, MA 02128



I:000067932

BALANCE FORWARD	PAYMENTS	CURRENT CHARGES	JED/JEC	DISCOUNTS	SERVICE CHARGE	ACCOUNT BALANCE
6237.98	-5496.95	1253.22	-83.17	0.00	9.87	1920.95

INVOICE DATE	INVOICE	DUE DATE	JOB	TYPE	DEBIT	CREDIT/PAYMENT	BALANCE
							Balance forward: 6237.98
03/04/2013				CREDIT		-48.68	6189.30
03/04/2013				DEBIT	48.69		6237.99
03/04/2013				SER CHG CR		-83.18	6154.81
03/04/2013				GROSS PYMT		-5496.95	657.86
03/08/2013	50051072	04/07/2013		INVOICE	65.42	7030-400	723.28
03/25/2013	50051361	04/24/2013		INVOICE	850.61	1505-100	1573.89
03/25/2013	50051220	04/24/2013		INVOICE	146.47	7030-200	1720.36
03/26/2013	50051366	04/25/2013		INVOICE	50.15	1505-100	1770.51
03/28/2013	50051401	04/27/2013		INVOICE	140.57	1505-100	1911.08
03/28/2013	1924	04/10/2013		SERVC CHRG	9.87		1920.95

Account balance: 1920.95

Handwritten calculations:
 7030-400 - 65.42
 7030-200 - 146.47
~~2030-100 - 50.15~~
 1505-100 - 140.57

 1253.22
 211.89 *

Signature: J. P. [unclear]

Handwritten notes:
 * MAR 13
 BURN od
 111525

Handwritten notes:
 BURN 001
 1505-100
 111524

Handwritten calculations on a white card:
 850.61
 140.57
 50.15

 1041.33

FUTURE DUE	CURRENT DUE	30	120+	BALANCE DUE
0.00	1263.09	657.86	0.00	1920.95

Handwritten signature: [unclear]

BURNETT & MOYNIHAN

43 FOSTER ST.
 REVERE, MA 02151
 {781} 284-0055 FAX {781} 284-9057

Customer Copy

INVOICE

PLEASE REFER TO INVOICE NUMBER
 ON ALL CORRESPONDENCE

Page: 1

Invoice: **50051361**

Special :
 Instructions :
 Sale rep #: 6 Rick Mattuchio
 Acct rep code: 1
 Time: 10:05:45
 Ship Date: 03/25/13
 Invoice Date: 03/25/13
 Due Date: 04/24/13

Sold To: **STERLING SUFFOLK RACECOURSE, LLC**
 525 MCCLELLAN HIGHWAY
 EAST BOSTON, MA 02128
 Ship To: **STERLING SUFFOLK**
 (617) 568-3284
 (617) 568-3284

Customer #: 064145
 Customer PO: 12915
 Order By: ERINIE

ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
10.00	10.00	L	EA	110AZEK	AZEK - 1 X 10 AZEK 18'	69.1875 EA	69.1875	691.88
3.00	3.00	L	EA	T75158WH	SCREW - 1 5/8 S/S TRIM SCREWS {75} FASTENMASTER	11.5000 EA	11.5000	34.50
1.00	1.00	L	EA	T350212WH	SCREW - 2 1/2 S/S TRIM SCREWS {350} FASTENMASTER	74.1937 EA	74.1937	74.19

2013-02

FILLED BY _____ CHECKED BY _____ DATE SHIPPED _____ DRIVER _____

SHIP VIA _____ CUSTOMER PICK UP

RECEIVED COMPLETE AND IN GOOD CONDITION

X

Sales total \$800.57

Taxable 800.57
 Non-taxable 0.00
 Tax #

Tax 50.04

TOTAL \$850.61

signatory acknowledges that he has authority to enter said
 ature on this contract on behalf of purchaser. The acceptance of the materials specified above at the price quoted constitute
 itten contract between the recipient of such goods and Burnette & Moynihan, Inc. for purpose of Mass. General Laws c.254.
 iss otherwise specified, the date for completion of this contract is six
 this from the date of delivery of the above goods and said contract shall
 eemed to include all outstanding amounts due for materials. There are no
 r understandings, agreements or representations of any kind, expressed or implied.

2 - Customer Copy

THERE ARE NO WARRANTIES
 OF MERCHANTABILITY OR
 WARRANTIES OF FITNESS
 FOR A PARTICULAR PURPOSE. OWNERS WILL ACCEPT FULL
 RESPONSIBILITY FOR TRUCKS GOING OVER CURBS,
 SIDEWALKS AND DRIVEWAYS.



BURNETT & MOYNIHAN

43 FOSTER ST.
 REVERE, MA 02151
 {781} 284-0055 FAX {781} 284-9057

Customer Copy

INVOICE

PLEASE REFER TO INVOICE NUMBER
 ON ALL CORRESPONDENCE

Page: 1

Invoice: **50051366**

Special :
 Instructions :
 Sale rep #: 6 Rick Mattuchio
 Acct rep code: 1

Time: 11:40:06
 Ship Date: 03/25/13
 Invoice Date: 03/26/13
 Due Date: 04/25/13

Sold To: **STERLING SUFFOLK RACECOURSE, LLC**
 525 MCCLELLAN HIGHWAY
 EAST BOSTON, MA 02128

Ship To: **STERLING SUFFOLK**
 (617) 568-3284
 (617) 568-3284

Customer #: 064145
 Customer PO: ERNIE
 Order By: ERNIE

ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
12.00	12.00	L	EA	3WRL	LOUVER - 3" WHT ROUND LOUVER (MIDGET)	2.2089 EA	2.2089	26.51
1.00	1.00	L	EA	6585749	30048-48L LENOX 3" HOLES AW HOLE SAW	20.6900 EA	20.6900	20.69

2013-02

FILLED BY _____ CHECKED BY _____ DATE SHIPPED _____ DRIVER _____

SHIP VIA _____ CUSTOMER PICK UP
 _____ RECEIVED COMPLETE AND IN GOOD CONDITION _____

X

Taxable 47.20
 Non-taxable 0.00
 Tax #

Sales total \$47.20

Tax 2.95

TOTAL \$50.15

signatory acknowledges that he has authority to enter said
 nature on this contract on behalf of purchaser. The acceptance of the materials specified above at the price quoted constitute
 written contract between the recipient of such goods and Burnette & Moynihan, Inc. for purpose of Mass. General Laws c.254.
 unless otherwise specified, the date for completion of this contract is six
 months from the date of delivery of the above goods and said contract shall
 be deemed to include all outstanding amounts due for materials. There are no
 other understandings, agreements or representations of any kind, expressed or implied.

2 - Customer Copy

THERE ARE NO WARRANTIES
 OF MERCHANTABILITY OR
 WARRANTIES OF FITNESS
 FOR A PARTICULAR PURPOSE. OWNERS WILL ACCEPT FULL
 RESPONSIBILITY FOR TRUCKS GOING OVER CURBS,
 SIDEWALKS AND DRIVEWAYS.



BURNETT & MOYNIHAN

43 FOSTER ST.
 REVERE, MA 02151
 {781} 284-0055 FAX {781} 284-9057

Customer Copy

INVOICE

PLEASE REFER TO INVOICE NUMBER
 ON ALL CORRESPONDENCE

Page: 1

Invoice: **50051401**

Special :		Time:	06:10:19
Instructions :		Ship Date:	03/26/13
:		Invoice Date:	03/28/13
Sale rep #: BOBG BOB GAGNON	Acct rep code: 1	Due Date:	04/27/13

Sold To: STERLING SUFFOLK	Ship To: STERLING SUFFOLK
RACECOURSE, LLC	(617) 568-3284
525 MCCLELLAN HIGHWAY	
EAST BOSTON, MA 02128	(617) 568-3284

Customer #: 064145 Customer PO: ERNIE Order By: ERNIE

popimg01 30
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ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
20.00	20.00	L	EA	3WRL	LOUVER - 3" WHT ROUND LOUVER {MIDGET}	2.2089 EA	2.2089	44.18
2.00	2.00	L	EA	2814KD	2 X 8 X 14' KD	621.1468 MBF	11.5906	23.18
20.00	20.00	L	EA	248KD	2 X 4 X 8' KD	608.8351 MBF	3.2471	64.94

2013-02

FILLED BY	CHECKED BY	DATE SHIPPED	DRIVER
SHIP VIA		CUSTOMER PICK UP	
RECEIVED COMPLETE AND IN GOOD CONDITION			
X			

Sales total	\$132.30
Taxable	132.30
Non-taxable	0.00
Tax	8.27

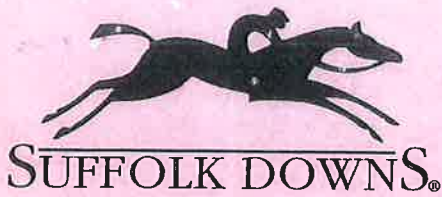
The signatory acknowledges that he has authority to enter said contract on behalf of purchaser. The acceptance of the materials specified above at the price quoted constitute written contract between the recipient of such goods and Burnette & Moynihan, Inc. for purpose of Mass. General Laws c.254. Unless otherwise specified, the date for completion of this contract is six months from the date of delivery of the above goods and said contract shall be deemed to include all outstanding amounts due for materials. There are no other understandings, agreements or representations of any kind, expressed or implied.

TBE: 144
 THERE ARE NO WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. OWNERS WILL ACCEPT FULL RESPONSIBILITY FOR TRUCKS GOING OVER CURBS, SIDEWALKS AND DRIVEWAYS.

TOTAL \$140.57

2 - Customer Copy





PURCHASE ORDER 12915
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.

A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

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DATE OF ORDER		PROJECT NO.		TERMS	F.O.B	DELIVERY DATE
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VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
2013-2

DEPARTMENT
Maint

REQUISITIONED BY
[Signature]

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER

BURNETT & MOYNIHAN

43 FOSTER ST.
P.O. BOX 179
REVERE, MA 02151
{781} 284-0055

Date 04/26/2013
Page 1

STATEMENT

Customer number: 064145

STERLING SUFFOLK
RACECOURSE, LLC
525 MCCLELLAN HIGHWAY
EAST BOSTON, MA 02128

APR 29 2013

I:000068776

BALANCE FORWARD	PAYMENTS	CURRENT CHARGES	JED/JEC	DISCOUNTS	SERVICE CHARGE	ACCOUNT BALANCE	
1920.95	-48.69	3309.18	-9.87	0.00	25.83	5197.40	
INVOICE DATE	INVOICE	DUE DATE	JOB	TYPE	DEBIT	CREDIT/PAYMENT	BALANCE
04/15/2013				SER CHG CR			Balance forward: 1920.95
04/04/2013	50051556	05/04/2013		INVOICE	310.79	-9.87	1911.08
04/09/2013	50051652	05/09/2013		INVOICE	68.40		2221.87
04/11/2013	50051699	05/11/2013		INVOICE	64.29		2290.27
04/15/2013				GROSS PYMT		-48.69	2354.56
04/18/2013	50051811	05/18/2013		INVOICE	78.41		2305.87
04/22/2013	50051844	05/22/2013		INVOICE	2626.14		2384.28
04/23/2013	50051908	05/23/2013		INVOICE	38.25		5010.42
04/25/2013	50051966	05/25/2013		INVOICE	122.90		5048.67
04/26/2013	1934	05/10/2013		SERV CHRG	25.83		5171.57
							5197.40
						3309.18	Account balance: 5197.40

FUTURE DUE	CURRENT DUE	30	60	90	120+	BALANCE DUE
0.00	3475.58	1112.65	609.17	0.00	0.00	5197.40

2013-05 - 310.79 (1)
 2013-01 - 68.40 (2)
 2013-02 - 142.70 (3) ✓
 7046-400 - 38.25 (4)
 7030-200 - 2749.04
 BUAMool 2787.24 (3)
 1505-100
 11196.5

BUAMool (1)
 1505-100
 11196.3

BUAMool 2 ✓
 1505-100
 11196.4

BUAMool

BURNETT & MOYNIHAN

43 FOSTER ST.
 REVERE, MA 02151
 {781} 284-0055 FAX {781} 284-9057

DELIVERY
 TICKET

Page: 1

Shipping Ticket: **50051699**

Special :
 Instructions :
 :
 Sale rep #: BOBG BOB GAGNON
 Acct rep code: 1

Time: 07:53:30
 Ship Date: 04/10/13
 Invoice Date: 04/10/13
 Due Date: 05/10/13

Sold To: **STERLING SUFFOLK RACECOURSE, LLC**
 525 MCCLELLAN HIGHWAY
 EAST BOSTON, MA 02128

Ship To: **STERLING SUFFOLK**
 (617) 568-3284
 (617) 568-3284

Customer #: 064145
 Customer PO: ERNIE
 Order By: ERNIE

ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
24.00	24.00	L	EA	3WRL	LOUVER - 3" WHT ROUND LOUVER {MIDGET}	2.2089 EA	2.2089	53.01
3.00	3.00	L	EA	B24	TB125 #25x1" TORX BIT INSERT	1.2500 EA	1.2500	3.75
3.00	3.00	L	EA	B22	TB115 #15x1" TORX BIT INSERT	1.2500 EA	1.2500	3.75

55 ✓

Handwritten: CIF
 2013-02
Signature: [Handwritten Signature]

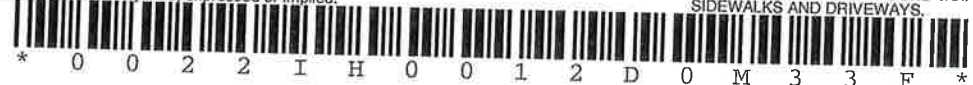
FILLED BY	CHECKED BY	DATE SHIPPED	DRIVER	Sales total	\$60.51
SHIP VIA CUSTOMER PICK UP					
RECEIVED COMPLETE AND IN GOOD CONDITION				Taxable	60.51
X				Non-taxable	0.00
				Tax	3.78

signatory acknowledges that he has authority to enter said
 contract on behalf of purchaser. The acceptance of the materials specified above at the price quoted constitute
 the entire contract between the recipient of such goods and Burnette & Moynihan, Inc. for purpose of Mass. General Laws c.254.
 unless otherwise specified, the date for completion of this contract is six
 months from the date of delivery of the above goods and said contract shall
 be deemed to include all outstanding amounts due for materials. There are no
 other understandings, agreements or representations of any kind, expressed or implied.

2 - Customer Copy

TOTAL **\$64.29**

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. OWNERS WILL ACCEPT FULL RESPONSIBILITY FOR TRUCKS GOING OVER CURBS, SIDEWALKS AND DRIVEWAYS.



BURNETT & MOYNIHAN

43 FOSTER ST.
REVERE, MA 02151
{781} 284-0055 FAX {781} 284-9057

DELIVERY
TICKET

Page: 1

Shipping Ticket: **50051811**

Special :
Instructions :
Sale rep #: BOBG BOB GAGNON
Acct rep code: 1

Time: 14:25:17
Ship Date: 04/16/13
Invoice Date: 04/16/13
Due Date: 05/16/13

Sold To: **STERLING SUFFOLK RACECOURSE, LLC**
525 MCCLELLAN HIGHWAY
EAST BOSTON, MA 02128

Ship To: **5/4 X 12 AZEK**
(617) 568-3284
(617) 568-3284

Customer #: 064145

Customer PO: ERNIE

Order By: ERNIE

ORDER	SHIP	L	U/M	ITEM#	DESCRIPTION	Alt Price/Uom	PRICE	EXTENSION
1.00	1.00	L	EA	1BOBG00000031684	5/4 X 12 X 12 AZEK TRIMBOARD Above placed on PO#26862 - 3800	73.8000 EA	73.8000	73.80

*Bathroom
2013-02*

FILLED BY _____ CHECKED BY _____ DATE SHIPPED _____ DRIVER _____

SHIP VIA CUSTOMER PICK UP

RECEIVED COMPLETE AND IN GOOD CONDITION _____

X

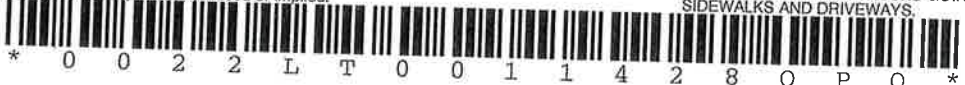
Sales total		\$73.80
Taxable	73.80	
Non-taxable	0.00	
Tax		4.61

Signature acknowledges that he has authority to enter said
contract on behalf of purchaser. The acceptance of the materials specified above at the price quoted constitute
an contract between the recipient of such goods and Burnette & Moynihan, Inc. for purpose of Mass. General Laws c.254.
s otherwise specified, the date for completion of this contract is six
is from the date of delivery of the above goods and said contract shall
be deemed to include all outstanding amounts due for materials. There are no
understandings, agreements or representations of any kind, expressed or implied.

2 - Customer Copy

THERE ARE NO WARRANTIES
OF MERCHANTABILITY OR
WARRANTIES OF FITNESS
FOR A PARTICULAR PURPOSE. OWNERS WILL ACCEPT FULL
RESPONSIBILITY FOR TRUCKS GOING OVER CURBS,
SIDEWALKS AND DRIVEWAYS.

TOTAL \$78.41





Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal

September 12, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-4
Replace Fire Alarm Control Panels
Request for Consideration

Dear Mr. O'Donnell:


Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$6,440.00 for the Replacement of Fire Alarm Control Panels.

The project involved the replacement of defective Fire Alarm Control Panels and batteries in Barn 5, Barn 16A and Barn 17.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$6,440.00.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.



Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-4 (RFC)



July 11, 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dear Neil:

RE: CIF Project SD 2013-4 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-4 (Barn Fire Panels).

This project was necessary to replace the fire alarm control panels and batteries in Barn 5, Barn 16A and Barn 17 in the stables at Suffolk Downs.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

RECEIVED

JUL 26 2016

Dixon Salo Architects, Inc.

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts 



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016
2. Association Making This Request Suffolk Downs
3. Project # 2013-4 (unique project number)
4. Project Barn Fire Panels unique descriptive title of this project)
5. Type of Request (indicate RFC or RFR)

<input checked="" type="checkbox"/> RFC / Request for Consideration	<input type="checkbox"/> RFR / Request for Reimbursement
<input checked="" type="checkbox"/> Capital Improvement Fund	<input type="checkbox"/> Promotional Trust Fund
6. Total Project Amount Requested: \$ 6,440.00 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project was necessary to replace the fire alarm control panels and batteries in Barn 5, Barn 16A and Barn 17 in the stables at Suffolk Downs.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: *Chip Tuttle* Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____



SERVING NEW ENGLAND
SINCE 1976

25 Waverly Street, Stoneham, MA 02180
Phone (781) 279-0127

INVOICE

DATE: 12/13/2012
INVOICE #: 15192

BILL TO:

Steve Pini
Suffolk Downs
525 McClellan Highway
East Boston, MA 02128

SYSTEM LOCATION:

Stables
Barn 5

ACCOUNT #	JOB #	TERMS
65-0149	12-312	Net 15

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	12/13/12: Replace existing fire alarm control panel with Firelite MS4.	2,100.00	2,100.00
2	12/13/12: Replace 2 12v7ah batteries.	35.00	70.00
1	All applicable sales tax on materials used is paid by North Shore Protection.		0.00
		TOTAL	\$2,170.00

*NOTE 006
7080-200
110202*

1505-100

Project # 2013-04



SUFFOLK DOWNS®

PURCHASE ORDER

PCF/SD

12844

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.

A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

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North Shore Protection

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DATE OF ORDER	PROJECT NO.	TERMS	F.O.B	DELIVERY DATE	
13-13-12	Barn 5 Fire Panel 1				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL
1.			Replace fire panel		2100.00
2.			in Barn 5		
3.					
4.			Replace 2 Batteries	35.00	70.00
5.					
6.					
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VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #

7080 - 200

DEPARTMENT

Maint

REQUISITIONED BY

SP

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER





SERVING NEW ENGLAND
SINCE 1976

25 Waverly Street, Stoneham, MA 02180
Phone (781) 279-0127

INVOICE

DATE

INVOICE #

1/11/2013

15469

BILL TO:

Steve Pini
Suffolk Downs
525 McClellan Highway
East Boston, MA 02128

SYSTEM LOCATION:

Stables
Barn 16A

ACCOUNT #

JOB #

TERMS

65-0149

13-009

Net 15

QUANTITY

DESCRIPTION

RATE

AMOUNT

1 1/11/13: Replace existing fire alarm control panel with Firelite MS4.

2,100.00

2,100.00

2 1/11/13: Replace 2 12v7ah batteries.

35.00

70.00

1 All applicable sales tax on materials used is paid by North Shore Protection.

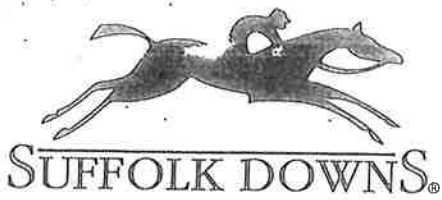
0.00

2013-04

*Next Job
1505-100
110618*

TOTAL

\$2,170.00



PURCHASE ORDER 12875
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.
A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

VENDOR

North Shore Protection

SHIP TO

DATE OF ORDER		PROJECT NO.		TERMS	F.O.B	DELIVERY DATE
<i>1-11-13</i>		<i>2013-04</i>				
		<i>Barn Fire Panels</i>				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL	
<i>1</i>			<i>Replace Fire</i>	<i>3100</i>		
<i>2.</i>			<i>protection panels</i>			
<i>3.</i>			<i>in Barn 17B and</i>			
<i>4.</i>			<i>16 A</i>			
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VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
CIF

DEPARTMENT
Plant

REQUISITIONED BY
[Signature]

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER

INVOICE



SERVING NEW ENGLAND
SINCE 1976

25 Waverly Street, Stoneham, MA 02180
Phone (781) 279-0127

DATE
1/11/2013

INVOICE #
15470

BILL TO:

Steve Pini
Suffolk Downs
525 McClellan Highway
East Boston, MA 02128

SYSTEM LOCATION:

Stables
Barn 17

ACCOUNT #	JOB #	TERMS
65-0149	13-010	Net 15

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	1/11/13: Replace existing fire alarm control panel with Firelite MS4.	2,100.00	2,100.00
1	All applicable sales tax on materials used is paid by North Shore Protection.		0.00
		TOTAL	\$2,100.00

2013-04

NO AT 004
1505100
110619



SUFFOLK DOWNS®

PURCHASE ORDER 12875
PCF/SD _____

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.

A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

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North Shore Protection

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DATE OF ORDER	PROJECT NO.	TERMS	F.O.B	DELIVERY DATE	
1-11-13	2013-04 Barn Fire Panels				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL
1. 2			Replace Fire protective Panels in Barn 17 and 16 A	9100	
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
CIF

DEPARTMENT
Mant

REQUISITIONED BY
[Signature]

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER



**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

September 26, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-5
Racetrack Retaining Wall
Request for Consideration

MASSACHUSETTS GAMING
COMMISSION
2016 SEP 28 AM 11:52

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$8,647.64 for the repairs to the racetrack retaining wall at Suffolk Downs.

The project involved the purchase of concrete and other materials and repairs to the retaining wall, fence, posts gates, barbed wire and pump at the racetrack retaining wall at Suffolk Downs.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$8,647.64.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-5 (RFC)



August 2, 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dear Mr. Dixon:

In reply to your e-mail re Suffolk Downs, 2013 CIF Projects, please be advised as follows:

Project SD 2013-2 (RFC) \$53,004.16
Renovations to Backstretch Bathroom

Renovations consisted of installing shower and stalls in the head of the backstretch bathroom, per following costs:

Burnett & Moynihan – supplies	\$482.02
McMaster-Carr Supply Company – Steel Stud Anchor for concrete	163.23
Burnett & Moynihan – supplies	1111.37
SSR payroll	4489.44
Burnett & Moynihan – supplies	582.71
Burnett & Moynihan – supplies	850.61
Burnett & Moynihan – supplies	140.57
Burnett & Moynihan – supplies	50.15
Burnett & Moynihan – supplies	142.70
SSR payroll	1712.36
SSR payroll	43279.00
TOTAL.....	\$53004.16

(Attached Burnett & Moynihan invoices \$64.29 and \$78.41 should not be included in this project)

Project SD 2013-5 \$8,647.64
Racetrack Retaining Wall

Aggregate Industries (concrete)	\$737.19
Aggregate Industries (concrete)	753.13
Burnett & Moynihan (supplies)	310.79
Home Depot (supplies)	499.53
Spartichino Fence (repair barbed wire and broken posts/new gate and posts)	2850.00
Hall Pump Sales (replaced sewer pump)	3497.00
TOTAL.....	\$8647.64

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts

Neil Dixon

From: Jackie Fawcett <jfawcett@suffolkdowns.com>
Sent: Monday, September 12, 2016 5:29 PM
To: Neil Dixon; Chip Tuttle
Cc: O'Donnell, Douglas (MGC); John Rizzo
Subject: RE: Suffolk Downs 2013 Projects

Good Afternoon, Mr. Dixon:

In reply to your inquiry re the 2013 projects, please be advised as follows:

Project SD 2013-8 – Repairs to Elevator - \$21,035.70

You are correct in that this project pertains to 3 escalators (not elevators).

This project was necessary to correct all the violations discovered by the Department of Public Safety-Elevator Inspector re their annual elevator inspection.

Project SD 2013-5 – Racetrack Retaining Wall - \$8,647.64

The sewer pump replacement was necessary to direct the water away from the retaining wall and fence.

Thank you.

Regards,

Jackie Fawcett
617-568-3326

From: Neil Dixon [mailto:ndixon@dixonsaloarchitects.com]

Sent: Monday, September 12, 2016 1:44 PM

To: Chip Tuttle; Jackie Fawcett

Cc: O'Donnell, Douglas (MGC)

Subject: Suffolk Downs 2013 Projects

Chip:

I am in the process of reviewing the 2013 projects and have a couple of additional questions:

Project SD 2013-8, Repairs to elevator \$21,035.70

It appears this work was actually repairs to 3 escalators and not elevators. Is this correct?

Project SD 2013-5, Racetrack Retaining Wall \$8,647.64

There is a line item and invoice from Hall Pump Sales for sewer pump replacement. Is this part of the retaining wall and fence project? If so please explain?





July 11, 2016

RECEIVED

JUL 26 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dixon Salo Architects, Inc.

Dear Neil:

RE: CIF Project SD 2013-5 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-5 (Racetrack Retaining Wall).

This project was necessary to repair and replace barbed wire, posts and gates and to purchase concrete and supplies for the fence at Waldemar Avenue near the MBTA property.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts

Invoice



SHIP TO

SUFFOLK DOWNS
2013-Mass Annual-SUFFOLK DOWNS
Salem St
Wilmington MA 01887

1232512

Direct inquiries to:
Aggregate Industries - NER, Inc
PO Box 347317
Pittsburgh PA 15251-4317
Phone: 1-800-854-4656

SUFFOLK DOWNS
111 WALDEMAR AVENUE
EAST BOSTON MA 02128

APR 21 2013

38467	04/11/2013	704097664
CUSTOMER NO.	INVOICE DATE	INVOICE NUMBER

Sales District: 3005

Ship Date	Plant	FOB FP	Bill of Lading#	Material Description	Quantity	U/M	Unit Price	Gross Amount
04/09	EVER	FP	59239750	EAST BOSTON MA. 525 MACLELLAN HWY 30450930:3000,EMERALD HS,3050BL,2F30	5.000	YD3	108.00	540.00
				MINIMUM LOAD CHARGE	1.000	EA	100.00	100.00
				FUEL CHARGE	1.000	EA	20.00	20.00
				WINTER 4	5.000	YD3	7.00	35.00
				Sales Tax Invoiced				42.19
				Total Units	5.000	YD3		
				Total Invoice Amount Before Tax				695.00
				Tax				42.19
				Total Amount Due				737.19
				Payment Terms: Net 30 days from invoice list date				
				Finance charges will be applied on overdue accounts at the rate of 1.5% per month / 18% per annum				

20 13-05

ACCR 001
1505-100
111847

J. P. Rami

FP=Freight Prepaid, ZFC=FOB Carrier Location, TON=US Tons, TO=Metric Tons, M3=Cubic Meters, EA=Each, YD3=Cubic Yards

Caution: Freshly mixed cement, concrete or grout may cause skin injury. Avoid prolonged contact with skin where possible and wash exposed areas promptly with water. If any cement mixture gets into eyes, rinse immediately and repeatedly with water and get prompt medical attention. KEEP OUT OF REACH OF CHILDREN

IMPORTANT: DETACH AND ENCLOSE THIS COUPON WITH YOUR PAYMENT

704097664
INVOICE NUMBER

SUFFOLK DOWNS
111 WALDEMAR AVENUE
EAST BOSTON MA 02128

DEDUCTION REASONS

- 1. Price \$ _____
- 2. Freight \$ _____
- 3. Tax \$ _____
- 4. Other \$ _____

AMOUNT REMITTED \$ _____

REMIT Aggregate Industries - NER, Inc
PO Box 347317
TO: Pittsburgh PA 15251-4317

38467	04/11/2013	737.19
CUSTOMER NO.	INVOICE DATE	INVOICE AMOUNT



AGGREGATE INDUSTRIES

1715 BROADWAY SAUGUS, MA 01906

PLANTS: BOSTON • WALTHAM • WATERTOWN
SAUGUS • SWAMPSCOTT • EVERETT
BURLINGTON • WILMINGTON

CORPORATE OFFICE
781-941-7200

DISPATCH
877-440-0139

TICKET NUMBER

59239740

LUMP POURED _____ / WATER ADDED _____ GALS.

100	To Job 125	On Job 140	Pouring 145	Finish Pour/RTG 350	At Plant
-----	---------------	---------------	----------------	------------------------	----------

DATE 4/23/2013	ORDER # 56	TRUCK # 0041	LOAD SIZE 5	MIX 3000, EMERALD 15, 0.5%	SLUMP 4
-------------------	---------------	-----------------	----------------	-------------------------------	------------

ORDER #	SOLD TO SULLY DR. BOSTON	P.O. #	PROJECT #
---------	-----------------------------	--------	-----------

STREET ADDRESS
951 BOSTON RD, 56% BOSTON, MA

USE	DRIVER Herbert...	ON JOB DUTY
-----	----------------------	-------------

INSTRUCTIONS
ALL

LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION	UOM	UNIT PRICE	AMOUNT
5.00	5.00	5.00	904509	3000, EMERALD 15,	yd		
0.00		0.00	904096	FUEL CHARGE	ea		
0.00		0.00	905466	WINTER W	ty		

SUB TOTAL
TAX
TOTAL

RECEIVED BY

* SEE WARNING ON REVERSE SIDE *

1027511

CUSTOMER COPY

Plant ID: 702 Everett

Truck	Driver	User	Disp Ticket Num	Ticket ID	Date	Time
0041	50505	user	59239750	22672	4/9/13	1:13 PM
Load Size	Mix Code	Returned	Qty	Mix Age	Seq	Load ID
5.00	CYDS 30450930				W	23277

Material	Design Qty	Required	Batched	% Var	% Moisture	Actual Wet
SAND	1205 lb	6164 lb	6100 lb	-1.03%	2.30% M	16 gl
3/4"	1535 lb	7654 lb	7650 lb	-0.06%	0.32% M	3 gl
3/8"	363 lb	1921 lb	1850 lb	-3.60%	0.30% M	1 gl
CEMENT	362 lb	1810 lb	1780 lb	-1.66%		
FLYASH	155 lb	775 lb	750 lb	-3.23%		
WATER	300 lb	1005 lb	1005 lb	-0.00%		121 gl
WATERW	% #	lb	lb			
AEA	3 oz	13 oz	12 oz	-4.00%		
AFN	35 oz	181 oz	186 oz	+ 2.79%		

Actual Num Batches: 1
 Load Totals: 19147 lb Design 180.0 cu
 Slump: 4.00 in Water in Trucks: 0.0 lb Adjust Water: 0.0 lb / Load To Add: 39.3 gl
 Trial Water: -65.0 lb/ CYD



PURCHASE ORDER 12926
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.
A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

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DATE OF ORDER	PROJECT NO.	TERMS	F.O.B	DELIVERY DATE	
<i>4-9-13</i>	<i>2013-05</i>				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL
<i>1</i>			<i>Concrete</i>		
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

CI
ACCT #

DEPARTMENT
Maint

REQUISITIONED BY
SP

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER



WHITE - VENDOR YELLOW - CONTROLLER PINK - OFFICE/FILE GOLD - DEPARTMENT HEAD

Invoice



SUFFOLK DOWNS
2013-Mass Annual-SUFFOLK DOWNS
Salem St
Wilmington MA 01887

1232512

Direct inquiries to:
Aggregate Industries - NER, Inc
PO Box 347317
Pittsburgh PA 15251-4317
Phone: 1-800-854-4656

SUFFOLK DOWNS
111 WALDEMAR AVENUE
EAST BOSTON MA 02128



38467	04/08/2013	704093662
CUSTOMER NO.	INVOICE DATE	INVOICE NUMBER

Sales District: 3005

Ship Date	Plant	FOB FP	Bill of Lading#	Material Description	Quantity	U/M	Unit Price	Gross Amount
04/04	EVER	FP	59239548	E.BOSTON,MA 525 MACLELLAN HWY 30450930:3000,EMERALD HS,3050BL,2F30	6.000	YD3	108.00	648.00
				FUEL CHARGE	1.000	EA	20.00	20.00
				WINTER 4	6.000	YD3	7.00	42.00
				Sales Tax Invoiced				43.13
				Total Units	6.000	YD3		
				Total Invoice Amount Before Tax				710.00
				Tax				43.13
				Total Amount Due				753.13

Payment Terms: Net 30 days from invoice list date

Finance charges will be applied on overdue accounts at the rate of 1.5% per month / 18% per annum

2013-05

[Handwritten signatures]

*AGG A001
1505-100
111833*

FP=Freight Prepaid, ZFC=FOB Carrier Location, TON=US Tons, TO=Metric Tons, M3=Cubic Meters, EA=Each, YD3=Cubic Yards

Caution: Freshly mixed cement, concrete or grout may cause skin injury. Avoid prolonged contact with skin where possible and wash exposed areas promptly with water. If any cement mixture gets into eyes, rinse immediately and repeatedly with water and get prompt medical attention. KEEP OUT OF REACH OF CHILDREN



AGGREGATE INDUSTRIES

1715 BROADWAY SAUGUS, MA 01906
PLANTS: BOSTON • WALTHAM • WATERTOWN
SAUGUS • SWAMPSCOTT • EVERETT
BURLINGTON • WILMINGTON

2013-05
wall

DISPATCH
877-440-0139

CORPORATE OFFICE
781-941-7200

TICKET NUMBER

SLUMP POURED _____ /WATER ADDED _____ GALS.

		To Job	On Job	Pouring	Finish Pour/RTG	At Plant
DATE	ORDER #	TRUCK #	LOAD SIZE	MIX	SLUMP	
CUSTOMER #	SOLD TO			P.O. #	PROJECT #	

ADDRESS

USE	DRIVER	ON JOB DUTY
-----	--------	-------------

REMARKS

LOAD QUANTITY	CUMULATIVE QUANTITY	ORDERED QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION	UOM	UNIT PRICE	AMOUNT

RECEIVED BY *[Signature]*
* SEE WARNING ON REVERSE SIDE *

SUB TOTAL
TAX
TOTAL

1027758

CUSTOMER COPY

Plant ID: 702 Everett

Truck	Driver	User	Disp Ticket	Num	Ticket ID	Date	Time
0256	50520	user	59239548		22473	4/4/13	11:10 AM
Load Size	Mix Code	Returned	Qty	Mix	Age	Seq	Load ID
6.0Z	CY08 30450930					W	23075

Material	Design Qty	Required	Batched	% Var	% Moisture	Actual Wat
SAND 1	1205 lb	7362 lb	7350 lb	-0.43%	2.10% M	18 gl
3/4"	1526 lb	9174 lb	9150 lb	-0.27%	0.20% M	2 gl
3/8"	383 lb	2300 lb	2300 lb	-0.34%	0.43% M	1 gl
CEMENT	362 lb	2172 lb	2200 lb	1.29%		
FLYASH	155 lb	930 lb	920 lb	-1.08%		
WATER1	300 lb	1025 lb	1023 lb	-0.23%		123 gl
WATER2W	% #	lb	lb			
AEA	3 oz	15 oz	15 oz	0.00%		
AFM	36 oz	217 oz	216 oz	-0.53%		

Actual Num Batches: 1
Load Total: 22957 lb Design 216.0 gl Actual 144.3 gl To Add: 71.7 gl
Slump: 4.00 in Water in Truck: 0.0 lb Adjust Water: 0.0 lb / Load Trip Water: -99.0 lb / CYD



PURCHASE ORDER 12924
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.

A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

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DATE OF ORDER	PROJECT NO.	TERMS	F.O.B	DELIVERY DATE	
<i>4-12-13</i>	<i>Wall 2013-05</i>				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL
<i>6 yds</i>			<i>3000 lb concrete</i>		
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT # *Wall*
CLF

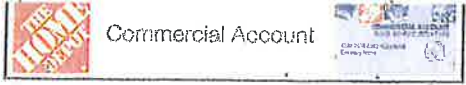
DEPARTMENT
Maint

REQUISITIONED BY
BP

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER





RETURN MAIL ADDRESS
PO BOX 790420
ST. LOUIS, MO 63179

00025971 BB 20Z 118 KSTQUKHP BM3 B KBAVHP

Commercial Account: 6035 3225 0112 0129
Statement Date 04/28/13
Credit Line \$10,500
Credit Available \$2,399

Account Balance \$8,100.23

STERLING SUFFOLK RAC
525 MCCLELLAN HIGHWAY
ATTN: A/P
EAST BOSTON, MA 02128

Account Information

Please see Payment Page(s) for Amount Due and Payment Due Date(s)

Current Payments and Unapplied Payments	\$0.00
Current Purchases and Debits	\$6,660.99
Current Returns, Exchanges and Adjustments	\$0.00
Previously Billed Invoices	\$1,439.24

007905

2013-05-499.53
Home Depot
1505-100
112295
499.53

Vendor Number _____
Distribution _____
Voucher Number _____
Check Code _____
Approved By _____

RECEIVED
MAY 13 2013

INSTANT SAVINGS ON THE PRODUCTS YOU USE MOST

The Home Depot® is here to help you leverage your buying power with bulk pricing on over hundreds of items. Plus, items that qualify are clearly marked in stores and online for easy shopping.

Stop by the Pro Desk and save right away!

7030-200 - ~~112295~~ 5392.60
400-768.84
6161.46

Vendor Number Home Depot **PRO**
Distribution _____
Voucher Number _____
Check Code 112294
Approved By _____

CURRENT PURCHASES AND DEBITS

Date	Purchase Location/Description	Invoice #	Purchase Order/Job Name	Customer Agreement #	Amount	Due Date
03/28/13	THE HOME DEPOT CHELSEA, MA	7026249		400	\$234.94	05/18/13
03/29/13	THE HOME DEPOT CHELSEA, MA	6015348	2013-05	1505-100	\$339.33	05/18/13
04/01/13	THE HOME DEPOT CHELSEA, MA	3020117		200	\$34.95	05/18/13
04/03/13	THE HOME DEPOT CHELSEA, MA	1020744	2015-05	1505-100	\$50.41	05/18/13
04/08/13	THE HOME DEPOT CHELSEA, MA	6022296	2015-05	1505-100	\$109.79	05/18/13
04/11/13	THE HOME DEPOT CHELSEA, MA	3018868		400	\$135.82	05/18/13
04/18/13	THE HOME DEPOT CHELSEA, MA	6010740		400	\$274.03	05/18/13
04/23/13	THE HOME DEPOT CHELSEA, MA	1181200	7030-200	91538	\$5,269.67	05/18/13
04/23/13	THE HOME DEPOT CHELSEA, MA	1181202		400	\$22.95	05/18/13
04/24/13	THE HOME DEPOT CHELSEA, MA	12311		400	\$101.12	05/18/13
04/25/13	THE HOME DEPOT CHELSEA, MA	9012703		200	\$87.98	05/18/13
TOTAL					\$6,660.99	

PREVIOUSLY BILLED INVOICES

Please submit payment for all past due amounts.

Date	Purchase Location/Description	Invoice #	Purchase Order/Job Name	Customer Agreement #	Amount	Due Date
03/01/13	THE HOME DEPOT CHELSEA, MA	4014236			\$122.85	04/18/13
03/01/13	THE HOME DEPOT CHELSEA, MA	4014238			\$309.85	04/18/13
03/04/13	THE HOME DEPOT CHELSEA, MA	1014810			\$9.92	04/18/13
03/05/13	THE HOME DEPOT CHELSEA, MA	15093			\$218.48	04/18/13
03/05/13	THE HOME DEPOT CHELSEA, MA	20379			\$68.55	04/18/13

Questions About Your Account
ACCT MGR KATINA POTTS EXT 62015
PHONE 1-888-454-5016
FAX 1-888-965-8140
EMAIL KATINA.M.POTTS@CITI.COM

Send Billing Inquiries to:
HOME DEPOT CREDIT SERVICES
PO Box 790340
St. Louis, MO 63179-0340



Commercial Account



Remit payment and make checks payable to:
HOME DEPOT CREDIT SERVICES
DEPT. 32 - 2501120129
PO BOX 9055
DES MOINES, IA 50368-9055

INVOICE DETAIL

BILL TO:
Acct: 6035 3225 0112 0129
STERLING SUFFOLK RAC

Amount Due:	Trans Date:	DUE DATE:	Invoice #: 7026249
\$234.94	03/28/13	05/18/13	
PO:		Store: 8979, CHELSEA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
AIM-N-FLAME	00002339860002200006	1.0000 EA	\$2.97	\$2.97
6PCECONCOV	00001379600000700019	1.0000 EA	\$7.95	\$7.95
3MLNGMSK2*6P	00003601990000500010	1.0000 PK	\$35.53	\$35.53
DRYDEX PT	00001062820003500006	1.0000 EA	\$5.48	\$5.48
DRYDEX PT	00001062820003500006	1.0000 EA	\$5.48	\$5.48
2PKHEXKEY	00004612950000100005	1.0000 EA	\$4.88	\$4.88
INDPISTOLNZN	00002298550001000007	1.0000 EA	\$7.47	\$7.47
WOOD GLUE	00006384890000400003	1.0000 EA	\$3.83	\$3.83
WATER NOZZLE	00009094300001000007	1.0000 EA	\$5.97	\$5.97
WATER NOZZLE	00009094300001000007	1.0000 EA	\$5.97	\$5.97
WATER NOZZLE	00009094300001000007	1.0000 EA	\$5.97	\$5.97
WATER NOZZLE	00009094300001000007	1.0000 EA	\$5.97	\$5.97
AIM-N-FLAME	00002339860002200006	1.0000 EA	\$2.97	\$2.97
WATER NOZZLE	00009094300001000007	1.0000 EA	\$5.97	\$5.97
DISCOUNT	00000000000000000005	1.0000 EA	\$11.64-	\$11.64-
6PCECONCOV	00001379600000700019	1.0000 EA	\$7.95	\$7.95
PSLAV175OZ	00007346690000400004	1.0000 EA	\$7.88	\$7.88
REP BLADE	00004459670001100004	1.0000 EA	\$11.97	\$11.97
2" ANGLE	00002425170000700005	1.0000 EA	\$6.67	\$6.67
2" ANGLE	00002425170000700005	1.0000 EA	\$6.67	\$6.67
2" ANGLE	00002425170000700005	1.0000 EA	\$6.67	\$6.67
2" ANGLE	00002425170000700005	1.0000 EA	\$6.67	\$6.67
AMES RAKE	00005771530001100002	1.0000 EA	\$14.97	\$14.97
AMES RAKE	00005771530001100002	1.0000 EA	\$14.97	\$14.97
169OZ FABULO	00008935860000400004	1.0000 EA	\$7.98	\$7.98
169OZ FABULO	00008935860000400004	1.0000 EA	\$7.98	\$7.98
ALU/GLS POLE	00005497460000700014	1.0000 EA	\$25.97	\$25.97

Purchased by: SAMPSON ERNEST

SUBTOTAL	\$221.12
TAX	\$13.82
SHIPPING	\$0.00
TOTAL	\$234.94

BILL TO:
Acct: 6035 3225 0112 0129
STERLING SUFFOLK RAC

Amount Due:	Trans Date:	DUE DATE:	Invoice #: 6015348
\$339.33	03/29/13	05/18/13	
PO:		Store: 8979, CHELSEA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
7/16 ARBOR	00002506970000700011	1.0000 EA	\$15.97	\$15.97
1/8 BO BIT	00007747240000700002	1.0000 EA	\$5.97	\$5.97
BARTIES	00002012530000900009	1.0000 BG	\$2.20	\$2.20
BONDING	00003490110000900010	1.0000 EA	\$15.98	\$15.98
DISCOUNT	00000000000000000005	1.0000 EA	\$16.81-	\$16.81-
1/2X4 REBAR	00002743560000900009	47.0000 EA	\$2.98	\$140.06
1/2X10 REBAR	00004279690000900009	30.0000 EA	\$5.20	\$156.00

Purchased by: SAMPSON ERNEST

SUBTOTAL	\$319.37
TAX	\$19.96
SHIPPING	\$0.00
TOTAL	\$339.33

BILL TO:
Acct: 6035 3225 0112 0129
STERLING SUFFOLK RAC

Amount Due:	Trans Date:	DUE DATE:	Invoice #: 3020117
\$34.95	04/01/13	05/18/13	
PO:		Store: 8979, CHELSEA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
DRIVE GUIDE	00001275490000700009	1.0000 EA	\$4.97	\$4.97

continued →



Commercial Account



Remit payment and make checks payable to:
HOME DEPOT CREDIT SERVICES
DEPT. 32 - 2501120129
PO BOX 9055
DES MOINES, IA 50368-9055

INVOICE DETAIL

Invoice #:
3020117
continued

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
230 CLEAR	00002846660000200002	1.0000 EA	\$4.12	\$4.12
DRIVE GUIDE	00001275490000700009	1.0000 EA	\$4.97	\$4.97
230 CLEAR	00002846660000200002	1.0000 EA	\$4.12	\$4.12
DISCOUNT	00000000000000000005	1.0000 EA	\$1.73-	\$1.73-
230 CLEAR	00002846660000200002	1.0000 EA	\$4.12	\$4.12
230 CLEAR	00002846660000200002	1.0000 EA	\$4.12	\$4.12
LOUVER	00003908870001500002	1.0000 EA	\$8.20	\$8.20

Purchased by: SAMPSON ERNEST

SUBTOTAL	\$32.89
TAX	\$2.06
SHIPPING	\$0.00
TOTAL	\$34.95

BILL TO:
Acct: 6035 3225 0112 0129
STERLING SUFFOLK RAC

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$50.41	04/03/13	05/18/13	1020744
PO:		Store: 8979, CHELSEA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
HANGER STRAP	00002766720000100042	1.0000 EA	\$5.25	\$5.25
HANGER STRAP	00002766720000100042	1.0000 EA	\$5.25	\$5.25
2G HDX SPR	00006314820000100008	1.0000 EA	\$14.97	\$14.97
HANGER STRAP	00002766720000100042	1.0000 EA	\$5.25	\$5.25
DISCOUNT	00000000000000000005	1.0000 EA	\$2.50-	\$2.50-
REBAR TIWIRE	00005723650000900009	1.0000 EA	\$5.68	\$5.68
TIE WIRE TWS	00005927380000900009	1.0000 EA	\$5.57	\$5.57
7PCSECSTAR	00008307520000700009	1.0000 EA	\$7.97	\$7.97

Purchased by: SAMPSON ERNEST

SUBTOTAL	\$47.44
TAX	\$2.97
SHIPPING	\$0.00
TOTAL	\$50.41

BILL TO:
Acct: 6035 3225 0112 0129
STERLING SUFFOLK RAC

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$109.79	04/08/13	05/18/13	6022296
PO:		Store: 8979, CHELSEA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
BLK BOOTS-11	00006028780000900006	1.0000 EA	\$18.00	\$18.00
REMESH MATS	00001754040000900009	8.0000 EA	\$7.25	\$58.00
BLBOOT8	00005336130000900006	1.0000 EA	\$17.95	\$17.95
DISCOUNT	00000000000000000005	1.0000 EA	\$5.60-	\$5.60-
BLBOOT9	00006028750000900006	1.0000 EA	\$18.00	\$18.00

Purchased by: SAMPSON ERNEST

SUBTOTAL	\$106.35
TAX	\$3.44
SHIPPING	\$0.00
TOTAL	\$109.79

BILL TO:
Acct: 6035 3225 0112 0129
STERLING SUFFOLK RAC

Amount Due:	Trans Date:	DUE DATE:	Invoice #:
\$135.82	04/11/13	05/18/13	3018868
PO:		Store: 8979, CHELSEA	

PRODUCT	SKU #	QUANTITY	UNIT PRICE	TOTAL PRICE
CLN REFILL	00008046850000400025	1.0000 EA	\$4.98	\$4.98
60W GARAGE	00002390120000100003	1.0000 EA	\$4.92	\$4.92

continued →



More saving. More doing.™

1100 REVERE BEACH PKWY
CHELSEA MA 02150 (617)887-9560

8979 00002 65181 04/03/13 08:40 AM
CASHIER RONALD - Rxs5760

026156913377 2G HDX SPR <A> 14.97
 2 GAL. HDX SPRAYER
 MAX REFUND VALUE \$14.22

739236266972 HANGER STRAP <A>
 3/4"X25" GALV HANGER STRAP 28 GA
 305.25 15.75
 MAX REFUND VALUE \$14.97/3

764666538337 REBAR TIWIRE <A> 5.68
 328' 16GA REBAR TIE WIRE
 MAX REFUND VALUE \$5.39

764666538344 TIE WIRE TWS <A> 5.57
 TIE WIRE TWISTER
 MAX REFUND VALUE \$5.29

885911217033 7PCSECSTAR <A> 7.97
 DEWALT 7PC TORX DRIVE BIT SET
 MAX REFUND VALUE \$7.57

-----5% Off Credit Offer-----
 49.94 5% Off Credit Offer -2.50
 No Deferred
 MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 47.44
 SALES TAX 2.97
 TOTAL \$50.41

XXXXXXXXXXXX0129 HOME DEPOT 50.41
 AUTH CODE 003815/1020744 TA
 CREDIT PROMOTION 6737 8970

STERLING SUFFOLK RAC
SAMPSON ERNEST

1100 REVERE BEACH PKWY CHELSEA MA 02150 (617)887-9560



More saving. More doing.™

1100 REVERE BEACH PKWY
CHELSEA MA 02150 (617)887-9560

8979 00002 91716 04/08/13 01:05 PM
CASHIER MARIA - MM81ZP

0000-175-404 REMESH MATS <A>
 42"X84" STEEL WIRE REMESH SHEET
 807.25 58.00
 MAX REFUND VALUE \$55.10/8

099713033078 BLK BOOTS-11 <A> 18.00N
 SIZE 11 BLK PVC BOOTS
 MAX REFUND VALUE \$17.10

099713033047 BLBOOT8 <A> 17.95N
 SIZE 8 BLK PVC BOOTS
 MAX REFUND VALUE \$17.05

099713033054 BLBOOT9 <A> 18.00N
 SIZE 9 BLK PVC BOOTS
 MAX REFUND VALUE \$17.10

-----5% Off Credit Offer-----
 No Deferred
 111.95 5% Off Credit Offer -5.60
 MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 106.35
 SALES TAX 3.44
 TOTAL \$109.79
 XXXXXXXXXXXXXXX0129 HOME DEPOT 109.79
 AUTH CODE 008259/6022296 TA
 CREDIT PROMOTION 6737 8970

STERLING SUFFOLK RAC
SAMPSON ERNEST



8979 02 91716 04/08/2013 9943

RETURN POLICY DEFINITIONS
 POLICY ID DAYS POLICY EXPIRES ON
 A 1 90 07/07/2013



More saving. More doing.™

1100 REVERE BEACH PKWY
CHELSEA MA 02150 (617)887-9560

8979 00001 58030 03/29/13 10:55 AM
CASHIER CAROLINA - CSMB799

764666534452 BARTIES <A> 2.20
 6" REBAR TIES 100PC BAG
 MAX REFUND VALUE \$2.09

045242225804 7/16 ARBOR <A> 15.97
 MILWAUKEE 7/16" QUICK CHANGE ARBOR
 MAX REFUND VALUE \$15.17

045242167524 1/8 BO BIT <A> 5.97
 MILWAUKEE 1/8" BLACK OXIDE DRILL BIT
 MAX REFUND VALUE \$5.67

039645990223 BONDING <A> 15.98
 QUIKRETE 1GAL BONDING ADHESIVE
 MAX REFUND VALUE \$15.18

0000-274-356 1/2X4 REBAR <A>
 1/2"X4" REBAR 4702.98
 MAX REFUND VALUE \$133.06/47

0000-427-969 1/2X10 REBAR <A>
 1/2"X10" REBAR 3005.20
 MAX REFUND VALUE \$148.20/30

-----5% Off Credit Offer-----
 336.18 5% Off Credit Offer -16.81
 No Deferred
 MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 319.37
 SALES TAX 19.96
 TOTAL \$339.33
 XXXXXXXXXXXXXXX0129 HOME DEPOT 339.33
 AUTH CODE 029795/6015348 TA
 CREDIT PROMOTION 6737 8970

STERLING SUFFOLK RAC
SAMPSON ERNEST



Track Wall 2013-05

2013-05 Wall

Track Wall 2013-05

SPARTICHINO FENCE
23 Flintlock Rd.
Lexington, MA 02420-1703
781-674-2251

INVOICE

INVOICE DATE SALESPERSON

5-17-13

SOLD TO:

Suffolk Downs

RECEIVED
MAY 17 2013
By _____

SHIPPED TO: (if other than SOLD TO)

YOUR ORDER NO.	DATE SHIPPED:	SHIPPED VIA	F.O.B. POINT	TERMS											
QUANTITY	DESCRIPTION			UNIT PRICE	TOTAL										
-	repair Barb wire + broken post				\$ 2850-										
-	supply new gates + repair post														
<table border="1"> <tr> <td>Vendor Number</td> <td>SLAR 002</td> </tr> <tr> <td>Distribution</td> <td>7046-200</td> </tr> <tr> <td>Voucher Number</td> <td>112392</td> </tr> <tr> <td>Check Code</td> <td></td> </tr> <tr> <td>Approved By</td> <td>S. Pinn</td> </tr> </table>						Vendor Number	SLAR 002	Distribution	7046-200	Voucher Number	112392	Check Code		Approved By	S. Pinn
Vendor Number	SLAR 002														
Distribution	7046-200														
Voucher Number	112392														
Check Code															
Approved By	S. Pinn														

Thank You!



PURCHASE ORDER 12954
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.
A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

VENDOR

Spartichino Fence

SHIP TO

DATE OF ORDER	PROJECT NO.	TERMS	F.O.B	DELIVERY DATE	
5-17-13	Fence WaldeMAR Ave				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL
1.			Repair gate at		2850.00
2.			WaldeMAR Ave		
3.			and repair fence		
4.			on MRTA Road		
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
7046-200

DEPARTMENT
Mauit

REQUISITIONED BY
[Signature]

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER

HALL PUMP SALES & SERVICE CORPORATION

Invoice

200 Andover Street, Unit Q
 P. O. Box 665
 Wilmington, MA 01887-0665
 (781)438-0505 Fax (978)657-8765

DATE	INVOICE #
6/27/2013	G35130624

BILL TO
Sterling Suffolk Race Course 111 Waldemer Avenue E. Boston, MA 02128 Attn: Steve Pini



P.O. NO.	TERMS	DUE DATE	JOBSITE												
	1% 10days/ Net 30	7/27/2013													
DESCRIPTION			QTY	RATE	AMOUNT										
Emergency call: Found pump n/g. Went and picked up an E1 pump. Came back and installed pump and tested the system.															
Labor Rate Commercial			11.5	80.00	920.00										
Material - E1 Pump			1	2,384.00	2,384.00										
Travel and Fuel Charge			44	1.00	44.00										
Sales Tax				6.25%	149.00										
<table border="1"> <tr> <td>Vendor Number</td> <td>H11207</td> </tr> <tr> <td>Distribution</td> <td>1505-100</td> </tr> <tr> <td>Voucher Number</td> <td>113368</td> </tr> <tr> <td>Check Code</td> <td></td> </tr> <tr> <td>Approved By</td> <td></td> </tr> </table>			Vendor Number	H11207	Distribution	1505-100	Voucher Number	113368	Check Code		Approved By				
			Vendor Number	H11207											
Distribution	1505-100														
Voucher Number	113368														
Check Code															
Approved By															
<p>THANK YOU FOR YOUR BUSINESS</p>															
<p>TERMS: All amounts over 30 days past due will be subject to a service charge of 1 1/2% per month (18% annum).</p>			<p>Total</p>		<p>\$3,497.00</p>										



PURCHASE ORDER 12973
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.
A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

V
E
N
D
O
R

Hall Pump

S
H
I
P
T
O

DATE OF ORDER	PROJECT NO.	TERMS	F.O.B	DELIVERY DATE	
<i>1/22/13</i>	<i>Sewer pump</i>				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL
1.			<i>Replace sewer</i>		
2.			<i>injector pump for</i>		
3.			<i>Maint Building</i>		
4.					
5.					
6.					
7.					
8.					
9.			<i>2013</i>		
10.					
11.					
12.					
13.					
14.					
15.					

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
7020 - 200

DEPARTMENT
Maint

REQUISITIONED BY
SP

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER





DIXON SALO
ARCHITECTS
INCORPORATED

Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal

September 12, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-6
2012 Chevrolet Truck
Request for Consideration

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$33,399.27 for the Purchase of a 2012 Chevrolet pick up truck.

The project involved the purchase of a 2012 Chevrolet Silverado 2500, 4 x 4 pickup truck. The truck was required to replace an existing 2005 GMC pickup truck which was involved in an accident and declared a total loss.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$33,399.27.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.


Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs

Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-6 (RFC)

Project SD 2013-6 \$33,399.27
2012 Chevrolet Truck

This truck was purchased new to replace a 2005 GMC pick-up truck that was involved in an accident and declared a total loss.

Project SD 2013-7 \$1,920.00
Replace pole, wiring and street light

This pole and street light was located in the Clubhouse parking lot.

Project SD 2013-8 \$21,035.70
Repairs to elevator

Repairs were required as result of annual inspection. Items were not covered under contract.

Project SD 2013-11 \$42,955.02
Dormitory Repairs

This project involved Dormitories A, B, C, D, etc. Please see attached list of corrections required by Commonwealth of Massachusetts Farm Labor Camp.

Project SD 2013-12 \$3,986.09
Fork Lift Repairs

This project involved service labor for 50-1/2 hours at the hourly rate of \$79.00.

Project SD 2013-14 \$1,163.94
Computer for Executive Office

This project was for the purchase of a new computer for the Executive Office.

Project SD 2013-15 \$1,301.56
Lawn Mower

This project was necessary to replace an older model mower which was beyond repair.

Project SD 2013-16 \$7,919.69
Water Truck Repair

This project involved the re-building of the engine that had failed.

Project SD 2013-18 \$13,871.88
Dump Trailer

This project involved the repair of the dump trailer. The rotator is a rotator tiller.

Project SD 2013-19 \$117,645.69
John Deere Tractor

This project involved the purchase of a new tractor.



RECEIVED

July 11, 2016

JUL 26 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dixon Salo Architects, Inc.

Dear Neil:

RE: CIF Project SD 2013-6 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-6 (2012 Chevrolet Truck).

The purchase of this truck was necessary for the Maintenance Department at Suffolk Downs.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts 



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016
2. Association Making This Request Suffolk Downs
3. Project # 2013-6 (unique project number)
4. Project 2012 Chevrolet Truck (unique descriptive title of this project)
5. Type of Request (indicate RFC or RFR)

<input checked="" type="checkbox"/> RFC / Request for Consideration	<input type="checkbox"/> RFR / Request for Reimbursement
<input checked="" type="checkbox"/> Capital Improvement Fund	<input type="checkbox"/> Promotional Trust Fund
6. Total Project Amount Requested: \$ 33,399.27 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

The purchase of this truck was necessary for the Maintenance Department at Suffolk Downs.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____



CHECK REQUEST

PAYABLE TO: Pride Chevrolet

TODAYS DATE: 1-25-13 DATE REQUIRED: ASAP

CHECK AMOUNT: 31,102.74

REASON: 2012 Chevrolet Silverado 2500
4x4 pickup

REQUESTED BY: S Peni

APPROVED BY: [Signature]

VENDOR# PRIDE01

DISTRIBUTION # 1505-100

VOUCHER# 110603

CHECK CODE
APPROVED BY _____

A

Pride



www.pridemotorgroup.com

PRIDE CHEVROLET

715 Lynnway
LYNN, MASS. 01905
781-559-1200

MOTOR VEHICLE PURCHASE AGREEMENT

For Consumer Use Only

DATE 1/24/2013	ORDER No. 37895	STOCK No. 7832	SALESMAN Clark Olivier	CUSTOMER E-MAIL ADDRESS spini@suffolkdowns.com
-----------------------	------------------------	-----------------------	-------------------------------	---

PURCHASER'S NAME(S) Sterling Suffolk Race Course		STREET ADDRESS 525 McCellan Highway		
CITY, STATE, ZIP Boston, MA 02128		HOME PHONE (617)568-3284	CELL PHONE	

ENTER MY ORDER FOR [] NEW [X] USED []	FORMER USE (If applicable)	DEMONSTRATOR []	POLICE CAR []	REBUILT INSURANCE TOTAL []
		FORMER LEASED CAR []	FORMER DAILY RENTAL []	TAXICAB []

Year 2012	Make Chevrolet	Model Name Silverado 2500	Body Style/Type SILVERADO 2500 WT	Model No.	Transmission <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Automatic	(Speeds)	Cyl. 8	Pass. 3	Doors 2
Vehicle Identification No. 1GC0KVCG6CZ103293		Color 1st WHITE	Interior 1st GRAY	Top HARD	Odometer ml. km. 79	Approx. Delivery Date			

TRADE-IN	Year	Make
Model	Type	Color
V.I.N.		
Odometer	(mi. <input type="checkbox"/> / km. <input type="checkbox"/>)	
Transmission	<input type="checkbox"/> Standard (Speeds)	<input type="checkbox"/> Auto
No. of Cyl.	Pass.	Doors
Salvage Title	Yes <input type="checkbox"/> No <input type="checkbox"/>	

PREVIOUS OWNER	
City/State/Zip	
LIENHOLDER	
Address	
City/State/Zip	
Acct. No.	Check No.
Balance Due \$	

Additional Information-Vehicle Purchased
LIENHOLDER
Address
City/State/Zip
INSURANCE CO.
Agent/Branch
Address/City

WARRANTY INFORMATION	
<input type="checkbox"/> This vehicle carries an express warranty. You may obtain a copy of such warranty from the dealer upon request	[]
<input type="checkbox"/> This vehicle does not carry an express warranty	[]
(Initial Applicable Statement)	

REGISTRATION FEE/TITLE FEE	
SALES TAX (2 checks required)	
Application for Title	<input type="checkbox"/>
Application for Reg.	<input type="checkbox"/> New <input type="checkbox"/> Transfer
Registration No.	
Registration Fee	\$
Title Fee	\$
Mass. Sales Tax	\$

(Pay to Commonwealth of Massachusetts)

-Sales Tax amount is included in right hand column only when dealership check is issued in payment of Mass. Sales Tax.

Social Security No. 043137814	Date Of Birth	Employer ID No. 235
Other	Price of Unit	32700 00
Rebate		4000
Additional Equipment/Items		
Dealer Installed Accessories		

In the event I fail to take delivery of the vehicle purchased by me within forty-eight (48) hours after I have been notified by you that it is ready for delivery and pay the total contract price in the manner indicated, my deposit in the amount of \$ _____ may, at your option, be retained by you to compensate you in whole or in part for any loss sustained by you. Your right to retain my deposit shall be in addition to and not instead of any other right or remedy provided by applicable law including, without limiting the generality of the foregoing, the sale of the car or truck I agree to purchase. If the amount of my deposit exceeds actual damages sustained by you, you will promptly refund the difference to me.

ALL REBATES AND SALES INCENTIVES OFFERED BY THE MANUFACTURER OR DISTRIBUTOR ARE HEREBY ASSIGNED TO THE DEALER.

This contract is not binding upon either dealer or purchaser until signed by dealer or its authorized representative. PURCHASER MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND AT ANY TIME UNTIL S/HE RECEIVES A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE. PURCHASER MUST GIVE WRITTEN NOTICE OF CANCELLATION TO THE DEALER.

The front and back of this order comprise the entire agreement between the dealer and purchaser and no other agreement or understanding has been made or entered into. Purchaser represents and warrants that no credit other than that stated above has been extended to him/her by dealer. Purchaser represents and warrants that s/he has read and understands the materials printed on this motor vehicle purchase contract. Purchaser acknowledges receipt of a signed copy of this motor vehicle purchase contract.

X	<i>[Signature]</i>	Co-Purchaser's Signature
X	<i>[Signature]</i>	Purchaser's Signature
X		Approved-Authorized Dealer Representative

1. Total Price		28700 00
2. Discount	\$	
3. Trade-In Allowance	\$	
4. Trade Difference (line 1 - lines 2 & 3)		28700 00
5. * Mass. Sales Tax (% of line 4)	\$	1793 75
6. Title & Reg.		309 00
7. Documentary Preparation (Itemize)	\$	299 99
8. Other	\$	
9. TOTAL CONTRACT PRICE (total of lines 4, 5, 6, 7 and 8)	\$	31102 74
10. Balance Due on Trade-In	\$	0
11. Total Lines 9 and 10	\$	31102 74
12. Deposit	\$	
13. Rebate(s)	\$	
14. Amount to be Financed	\$	
15. Cash due on Delivery	\$	
16. TOTAL PAYMENT (total of lines 12,13,14 and 15) (line 16 must equal line 11)	\$	31102 74

STERLING SUFFOLK RACECOURSE, LLC

0057053

ACCOUNT NO. PRID001			VENDOR PRIDE CHEVROLET		CHECK NO. 038009	CHECK DATE 01/25/13	
VOUCHER	INVOICE NUMBER	INV. DATE	REFERENCE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
10503	2012 CHEVRD	01/25/13	2012 CHEVROLET SILVV	\$31,102.74	\$31,102.74	\$.00	\$31,102.74
				\$31,102.74	\$31,102.74	\$.00	\$31,102.74
CHECK TOTAL							\$31,102.74



Pride Chevrolet Pontiac, Inc.
 715 Lynnway
 Lynn, MA 01905
 Phone: (781) 599-1200
 Fax: (781)593-3482
www.PrideMotorGroup.com

AMOUNT PAID BY COMMENT
 31,102.74 CHECK COD STK# 7832
 CLARK

20354

STERLING SUFFOLK RACE COURSE
 525 MCELLAN HIGHWAY
 BOSTON MA 02128
 59600

TOTAL RECEIVED: \$31,102.74
 DATE-TIME: 25JAN2013 15:13
 CASHIER: LISA
 LOCATION:
 CASH DRAWER:

ACCOUNTING DISTRIBUTION

CO	JOURNAL	CO	ACCOUNT	AMOUNT	CONTROL	CONTROL2
1	56	1	225A	31,102.74		
		1	220A	-31,102.74	59600	

**CASH
 RECEIPT**

CUSTOMER COPY

Airport Supplies & Service, Inc.

Invoice

PO Box 804
Ipswich, MA 01938

Date	Invoice #
2/9/2013	36593

Bill To
Sterling Suffolk Racecourse 525 McClellan Highway East, Boston, MA 02128

Ship To
Sterling Suffolk Racecourse 525 McClellan Highway East, Boston, MA 02128

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
VERBAL	Net 30		2/7/2013	AIR/SUPP		2012 Chevy P/U

Quantity	Item Code	Description	Price Each	Amount
1	FIS7192	MOUNT KIT MM GM25	583.00	583.00T
1	FIS29400-5	PLUG-IN HARNESS KIT	212.00	212.00T
1	FIS29070-1	3-PORT DRL MODULE	126.00	126.00T
1	FIS9400	FISH STIK CONTROL	310.00	310.00T
1	FIS26431BC	ON TRUCK KIT	415.00	415.00T
1	SERVICE LABOR	INSTALL 8FT MM ON CUSTOMER 2012 PICK-UP	300.00	300.00
1	FIS27534	MM2 A/F SPRING KIT ADD-ON	36.66	36.66T
2	FIS27075	WIRE ROPE CLIP ADD-ON	5.70	11.40T
2	FIS7436K	SOCKET & WIRE ADD-ON	30.09	60.18T
4	1157	WAGNER LAMP ADD-ON	1.80	7.20T
1	SERVICE LABOR	ADDITIONAL REPAIR TO ORIGINAL PLOW	125.00	125.00
		MA State Sales Tax	6.25%	110.09

AIR POOL
8660-200
11-09-23

8660 200
S. P. ...

Total	\$2,296.53
--------------	------------



Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal

September 12, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-7
Replace Parking Lot Light
Request for Consideration

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$1,930.00 for the Replacement of an existing parking lot light and pole.

The project involved the replacement of the an existing light pole, light fixture and wiring located in the Clubhouse parking lot.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$1,930.00.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.


Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs

Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-7 (RFC)

Project SD 2013-6 \$33,399.27
2012 Chevrolet Truck

This truck was purchased new to replace a 2005 GMC pick-up truck that was involved in an accident and declared a total loss.

Project SD 2013-7 \$1,920.00
Replace pole, wiring and street light

This pole and street light was located in the Clubhouse parking lot.

Project SD 2013-8 \$21,035.70
Repairs to elevator

Repairs were required as result of annual inspection. Items were not covered under contract.

Project SD 2013-11 \$42,955.02
Dormitory Repairs

This project involved Dormitories A, B, C, D, etc. Please see attached list of corrections required by Commonwealth of Massachusetts Farm Labor Camp.

Project SD 2013-12 \$3,986.09
Fork Lift Repairs

This project involved service labor for 50-1/2 hours at the hourly rate of \$79.00.

Project SD 2013-14 \$1,163.94
Computer for Executive Office

This project was for the purchase of a new computer for the Executive Office.

Project SD 2013-15 \$1,301.56
Lawn Mower

This project was necessary to replace an older model mower which was beyond repair.

Project SD 2013-16 \$7,919.69
Water Truck Repair

This project involved the re-building of the engine that had failed.

Project SD 2013-18 \$13,871.88
Dump Trailer

This project involved the repair of the dump trailer. The rotator is a rotator tiller.

Project SD 2013-19 \$117,645.69
John Deere Tractor

This project involved the purchase of a new tractor.



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016

2. Association Making This Request Suffolk Downs

3. Project # 2013-7 (unique project number)

4. Project New Pole unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration

RFR / Request for Reimbursement

Capital Improvement Fund

Promotional Trust Fund

6. Total Project Amount Requested: \$ 1,920.00 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project involved the replacement of the pole, wiring and street light at Suffolk Downs.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____

New England Utilities, Inc.
20 Crystal Street
Wakefield, MA 01880
neutilities@hotmail.com

Date	Invoice #
1/24/2013	186

Bill To
Suffolk Downs Steve Pini 111 Waldemar Avenue East Boston, MA 02128

P.O. No.	Work Order Number

Quantity	Description	Rate	Amount
4	1 General Forman & pick-up, 1 Lead lineman, 1 Lineman & 2 Bucket trucks: Transfer wires & street light to new pole. Remove old pole. Remove street light arm for Suffolk Downs electrician to use at another location.	480.00	1,920.00
		Total	\$1,920.00

Vendor name: New Eng
City: Wakefield
Phone: 781-5-200
Check Code: 110867
Approver: _____

2013-07

S. Pini

[Signature]



**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

September 26, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-8
Elevator Repairs
Request for Consideration

2016 SEP 28 AM 11:52
MASSACHUSETTS GAMING
COMMISSION

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$21,035.70 for the repairs to escalators at Suffolk Downs.

The project involved the repairs to 3 escalators (not elevators). The repairs were required to correct deficiencies found during the annual inspection by the Department of Public Safety Elevator Inspector. The repairs were not covered under the service contract.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$21,035.70.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs

Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-8 (RFC)

Neil Dixon

From: Jackie Fawcett <jfawcett@suffolkdowns.com>
Sent: Monday, September 12, 2016 5:29 PM
To: Neil Dixon; Chip Tuttle
Cc: O'Donnell, Douglas (MGC); John Rizzo
Subject: RE: Suffolk Downs 2013 Projects

Good Afternoon, Mr. Dixon:

In reply to your inquiry re the 2013 projects, please be advised as follows:

Project SD 2013-8 – Repairs to Elevator - \$21,035.70

You are correct in that this project pertains to 3 escalators (not elevators).

This project was necessary to correct all the violations discovered by the Department of Public Safety-Elevator Inspector re their annual elevator inspection.

Project SD 2013-5 – Racetrack Retaining Wall - \$8,647.64

The sewer pump replacement was necessary to direct the water away from the retaining wall and fence.

Thank you.

Regards,

Jackie Fawcett
617-568-3326

From: Neil Dixon [<mailto:ndixon@dixonsaloarchitects.com>]

Sent: Monday, September 12, 2016 1:44 PM

To: Chip Tuttle; Jackie Fawcett

Cc: O'Donnell, Douglas (MGC)

Subject: Suffolk Downs 2013 Projects

Chip:

I am in the process of reviewing the 2013 projects and have a couple of additional questions:

Project SD 2013-8, Repairs to elevator \$21,035.70

It appears this work was actually repairs to 3 escalators and not elevators. Is this correct?

Project SD 2013-5, Racetrack Retaining Wall \$8,647.64

There is a line item and invoice from Hall Pump Sales for sewer pump replacement. Is this part of the retaining wall and fence project? If so please explain?





RECEIVED

JUL 26 2016

Dixon Salo Architects, Inc

July 11, 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dear Neil: **RE: CIF Project SD 2013-8 (RFC)**

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-8 (Elevator Repair).

This project was required to maintain the elevator at Suffolk Downs to code.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016

2. Association Making This Request Suffolk Downs

3. Project # 2013-8 (unique project number)

4. Project Elevator Repair (unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration RFR / Request for Reimbursement

Capital Improvement Fund Promotional Trust Fund

6. Total Project Amount Requested: \$ 21,035.70 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project was required to maintain the elevator at Suffolk Downs to code.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____

INVOICE




Invoice number: 150789575	Area Office: <u>KONE Inc., Federal</u> BOSTON - 160 One New Boston Dr Canton MA 02021 Ph: 781-828-6355 Fax: 781-828-6499
Invoice Date: 01/29/2013 Customer PO No: KONE Signed Proposal KONE Order No: 340165618 Service Order: 320170872 Date work performed: 01/29/2013	Location/Project: SUFFOLK DOWNS RACETRACK SUFFOLK DOWNS RACETRACK EAST BOSTON MA 02128 USA
Bill To: STERLING SUFFOLK DOWNS RE: ACCOUNTING DEPT 525 MCCLELLAN HIGHWAY EAST BOSTON MA 02128 USA	
Payment Terms: Net 30	

We Provided a KONE Service Technician Team to Recify the items Written Up During your Annual Inspection.
Thank you for Choosing KONE.

Contract Price		\$	20,776.00
Previously Invoiced Amount		\$	0:00
Current Billing Amount		\$	20,776.00
Labor		\$	16,620.80
Material		\$	4,155.20
State Tax		\$	259.70
Total Invoice Amount		\$	21,035.70

FEB 7 2013

Vendor Number: KONE 001
Distribution: 7085-400
Voucher Number: 110895
Check Code: _____
Approved By: 

Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law

Please return this portion with your payment

KONE Inc. Repair Proposal

December 19, 2012

Sterling Suffolk Downs
525 McClellan Highway
East Boston MA 02128

KONE Inc.
One New Boston Drive
Canton, MA 02021
Tel 781-828-6355
Fax 781-828-6499
www.kone.com
julie.piscionere@kone.com

ATTN: Steve Pini

RE: Annual Elevator Inspection
Suffolk Downs

We propose: To furnish and install all the necessary labor, material and supervision to correct all the violations discovered by the Department of Public Safety- Elevator Inspector on November 1 & 2, 2012. The Department of Public Safety will not issue a Certificate for Use until all violations are corrected within 90 Days.

Escalator 1-E-7449

The following item(s) are covered under your contract: N/A

The following items are the responsibility of the owner under your contract: N/A

The following item(s) are not covered under your contract:

- Replace left side handrail
- Repair top right side skirt switch
- Install signs
- Reseal motor

Escalator 1-E-7450

The following item(s) are covered under your contract: N/A

The following items are the responsibility of the owner under your contract: N/A

The following item(s) are not covered under your contract:

- Replace broken comb plates upper and lower
- Install signs
- Repair top left side skirt switch

Escalator 1-E-7447

The following item(s) are covered under your contract: N/A

The following items are the responsibility of the owner under your contract: N/A

The following item(s) are not covered under your contract:

- Replace or repair step shirts top & bottom – Work done by Paul Barahona and billed previously to customer.
- Add signs
- Cover hole in upper machine room

Our total price to perform the above-mentioned work amounts to: **\$20,776.00 (Twenty Thousand Seven Hundred Seventy Six and 00/100 Dollars), plus applicable taxes.**

KONE Inc. Repair Proposal

During the course of our work, should deficiencies, code violations, or other issues be discovered, we will promptly notify Purchaser and provide a separate quotation to correct these issues. KONE will provide a 90-day labor / material warranty on the work provided within this proposal.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of Suffolk Downs

(Signature)

(Print Name)

(Print Title)

Date:

1 / 4 / 13

Respectfully submitted by,
KONE Inc.

Julie Piscionere, Sr. Sales Consultant

(Approved By) Authorized Representative

Title

Date:

___ / ___ / ___

KONE Inc. Repair Proposal

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

Unless otherwise agreed it is understood the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

Purchaser agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment, imposed by any law enacted after the date of this proposal or imposed upon Purchaser by any existing law.

Purchaser agrees to pay, thirty (30%) percent of the Agreement amount including any accepted options and/or alternates upon acceptance of this proposal.

KONE reserves the right to discontinue our work at any time until we have assurance, satisfactory to us, that payments will be made as agreed.

Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due by KONE within thirty (30) days of invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith.

The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

The completion of work or delivery of material specified in this Agreement is subject to delays caused directly or indirectly by embargoes, strikes, lockout, common carriers, accidents or by any other similar or dissimilar cause beyond KONE's control, for which KONE is to be held harmless.

Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working dangerous, KONE reserves the right to discontinue work until such dangerous conditions are corrected.

Should damage occur to KONE's material or work on the premises, where work is to be or is being performed, by fire, theft, or otherwise, the Purchaser is to compensate KONE therefor. Purchaser shall at all times and at Purchaser's own cost, maintain comprehensive bodily injury and property damage insurance (naming KONE Inc. as an additional insured), including bodily injury and property damage caused by the ownership, use or operation of the equipment described herein.

It is expressly understood, in consideration of KONE's performance of the service enumerated at the price stated, that the Purchaser assumes all liability for injury, including death, to any person or persons and for damage to property or loss of use thereof, on account of relating to or resulting from the performance of the work to be done hereunder, and agrees to defend, indemnify and hold harmless KONE, its officers, directors and employees from all damages, claims, suits, expenses and payments on account of or resulting from any such injury, death or damage to property, except that resulting from the sole negligence of KONE.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.



DIXON SALO
ARCHITECTS
INCORPORATED

Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal

September 12, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-9
Manure Container Repairs
Request for Consideration

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$4,265.00 for the repairs to three manure containers.

The project involved the repairs to three manure containers. The work involved the dismantling of three existing manure containers, clean up and repairs to the damaged floors, walls, lids, rods and installation of new floors. In addition, grinding, priming and paint and installation of lids to the three containers.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$4,265.00.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.


Neil R. Dixon,
Principal/Architect

NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs

Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-9 (RFC)



RECEIVED

JUL 26 2016

Dixon Salo Architects, Inc

July 11, 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dear Neil:

RE: CIF Project SD 2013-9 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-9 (Manure Container Repair).

This project was necessary to dismantle 3 horse manure containers and clean up and repair where needed to damaged floors, side, lids, rods, etc., and put in new floors. Also clean up with grinders, primer up and paint, as well as put lids on.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts 



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016

2. Association Making This Request Suffolk Downs

3. Project # 2013-9 (unique project number)

4. Project Manure Container Repair unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration RFR / Request for Reimbursement

Capital Improvement Fund Promotional Trust Fund


6. Total Project Amount Requested: \$ 4,265.00 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project was necessary to dismantle 3 horse manure containers and clean up and repair where needed to damaged floors, side, lids, rods, etc., and put in new floors. Also clean up with grinders, primer up and paint, as well as put lids on.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official:  Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____

**Sparky Enterprises
11 Nancy Avenue
Peabody, MA 01960**

Invoice 02013122-1

Date: 1-22-13

Customer: Sterling Suffolk RaceCourse, LLC

Address: 111 Waldemare Avenue East Boston, MA 02128

Telephone: 617-568-3255

Description of Services:

Horse manure containers; Dismantle 3 clean up and repair where needed damaged floor, side, lids, rods etc., put in new floors. Clean up with grinders, Primer up and paint. Put lids on.

Jobs include all material and supplies used.

Total Amount Due: \$4265.00 (taxes included)

Job Complete by: Gary Sampson

**Please make all checks payable to: Gary Sampson
11 Nancy Avenue
Peabody, MA 01960**

**Date Paid: Check Number:
Payment Amount:**

Payee Name	SAMPSON
Payee Address	11 Nancy Avenue
Payee City	Peabody
Payee State	MA
Payee Zip	01960
Check Number	8247-800
Check Date	11 06 12

S. Sampson

OK



**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

September 12, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-10
Tent
Request for Consideration

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$12,500.42 for purchase of a tent.

The project involved purchase and installation of a tent to be used for special events at Suffolk Downs.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$12,500.42.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs

Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-10 (RFC)



RECEIVED

JUL 26 2016

July 11, 2016

Dixon Salo Architects, Inc.

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dear Neil:

RE: CIF Project SD 2013-10 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-10 (Tent).

This project involved the purchase, installation and shipping of a tent necessary for special events held at Suffolk Downs..

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016
2. Association Making This Request Suffolk Downs
3. Project # 2013-10 (unique project number)
4. Project Tent unique descriptive title of this project)
5. Type of Request (indicate RFC or RFR)

<input checked="" type="checkbox"/> RFC / Request for Consideration	<input type="checkbox"/> RFR / Request for Reimbursement
<input checked="" type="checkbox"/> Capital Improvement Fund	<input type="checkbox"/> Promotional Trust Fund
6. Total Project Amount Requested: \$ 12,500.42 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project involved the purchase, installation and shipping of a tent necessary for special events held at Suffolk Downs.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____



Remit To: ZMI IND INC/ TENTS FOR RENT
 2 OLD WORCESTER ROAD/PO BOX 218
 WEBSTER MA 01570
 508-943-0940, 508-943-8355 FAX
 OFFICE@ZMETRA.COM
 WWW.ZMETRA.COM

Invoice_Suffolk Downs Reskin

Job Site:

Reservation #:
 Invoice #:
 Quote Date: Week of April 22 2013
 Set date:
 Strike date: May 05 2013
 Event Date:
 Job Name:
 Job Location:
 P.O. Number:
 Ordered By:
 Written By:
 Project seating/Occupancy loading:

Customer: Suffolk Downs
 111 Waldemar ave
 East Boston
 MA 02128

PH: 617-567-3900 FAX:

Qty.	Item	Item/per unit	per unit	Subtotal
3	40x20 Main Pannels		\$ 2,163.75	\$ 6,491.25
2	40x gable ends Lace& Grommet		\$ 1,495.80	\$ 2,991.60
1	20' Drop In Perlin		\$ 379.90	\$ 379.90
2	Perlin Pins/Drop in		\$ 10.00	\$ 20.00
			\$ 2,000.00	\$ 2,000.00
2400	Installation			
	Shipping	TBD		

L 250.21

PAY 1/2 WHEN PAYABLE

*TENT 001
 1505-100
 11137*

Notes: Quote Valid for 15 Days; Final prices pending site visit
 Custom agrees to TFR Disclaimer
 Changed Orders Will Result in Additional Charges and Timeline Delays
 Pricing Based on Delivery and Pick Up During Normal Business Hours
 Weighting Additional; Please Call for a Quote
 Walls are Included; Solid, Window, Clear and Mesh Available
 Client is responsible for replacement costs on damaged, missing or stolen equipment
 Permit Pricing Subject to Change (Additional doors, ramps and other equipment may be required)
 This Includes all heavy equipment for installation, and Freight
 Client is responsible for all local/Federal Permits and paper work
 If project requires PE calculations it will be an direct cost from our PE
 Project is Designed to Local Wind and Snow Loading for temporary installation
 Client is responsible for all Mechanical Terminations, and fuel for HVAC

Sub-total	\$	11,882.75
Discount		
Taxes*		\$617.67
Less Deposit		
TOTAL	\$	12,500.42

Notes
 Please sign and Remit with 1/2 deposit
6,250.21
2013-12

Customer is responsible for all site specific insurance, union labor and marking of all underground lines.



Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal

September 12, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-11
Dormitory Repairs
Request for Consideration

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$42,955.02 for the repairs to certain dormitories.

The project involved the repairs to Dormitories A, B, C, D and Men's Bathhouse. The work was required to upgrade the dormitories and to comply with the Commonwealth of Massachusetts Farm Labor Camp requirements. All labor will be performed by Suffolk Downs Personnel.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$42,955.02.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.


Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-11 (RFC)

Project SD 2013-6 \$33,399.27
2012 Chevrolet Truck

This truck was purchased new to replace a 2005 GMC pick-up truck that was involved in an accident and declared a total loss.

Project SD 2013-7 \$1,920.00
Replace pole, wiring and street light

This pole and street light was located in the Clubhouse parking lot.

Project SD 2013-8 \$21,035.70
Repairs to elevator

Repairs were required as result of annual inspection. Items were not covered under contract.

Project SD 2013-11 \$42,955.02
Dormitory Repairs

This project involved Dormitories A, B, C, D, etc. Please see attached list of corrections required by Commonwealth of Massachusetts Farm Labor Camp.

Project SD 2013-12 \$3,986.09
Fork Lift Repairs

This project involved service labor for 50-1/2 hours at the hourly rate of \$79.00.

Project SD 2013-14 \$1,163.94
Computer for Executive Office

This project was for the purchase of a new computer for the Executive Office.

Project SD 2013-15 \$1,301.56
Lawn Mower

This project was necessary to replace an older model mower which was beyond repair.

Project SD 2013-16 \$7,919.69
Water Truck Repair

This project involved the re-building of the engine that had failed.

Project SD 2013-18 \$13,871.88
Dump Trailer

This project involved the repair of the dump trailer. The rotator is a rotator tiller.

Project SD 2013-19 \$117,645.69
John Deere Tractor

This project involved the purchase of a new tractor.



VIOLATION CORRECTIONS - 2013

2013-11

Housing Unit A

A2
105 CMR 420.251 Provision for Window Exit: Unable to open window
Repaired window

A5
105 CMR 420.251 Provision for Window Exit: Unable to open window
Repaired window

A9
105 CMR 420.231 Maintenance: Mattress bed bug cover torn
Replaced cover

A10
105 CMR 420.231 Maintenance: Mattress bed bug cover torn
Replaced cover

A11
105 CMR 420.231 Maintenance: Mattress bed bug cover torn
Replaced cover

A12
105 CMR 420.231 Maintenance: Mattress bed bug cover torn
Replaced cover

Housing Unit B

B4
105 CMR 420.251 Provision for Window Exit: Unable to open window
Repaired window

105 CMR 420.630 Heating Facilities: Maintenance of Adequate Temperature: Heat
not working
Repaired heater

B9
105 CMR 420.231 Maintenance: Mattress bed bug cover torn
Replaced cover

B10
105 CMR 420.231 Maintenance: Mattress bed bug cover torn
Replaced cover

2013-11

B11
105 CMR 420.231 Maintenance: Mattress bed bug cover torn
Replaced cover

Housing Unit C

C5
105 CMR 420.231 Maintenance: Mattress bed bug cover torn
Replaced cover

C12
105 CMR 420.251 Provision for Window Exit: Unable to open window
Repaired window

Housing Unit D

D6
105 CMR 420.231 Maintenance: Mattress bed bug cover missing
Replaced cover

D8
105 CMR 420.630 Heating Facilities: Knob loose on heating thermostat switch
Replaced knob

Men's Bathhouse

105 CMR 420.500 Operator Required to Maintain Handwashing and Bathing
Facilities: Water temperature measured at 136°F
Adjusted water temperature

105 CMR 420.451 Installation and Maintenance of Plumbing and Fixtures:
2 shower heads loose in shower room #1
Replaced shower heads

105 CMR 420.502(E) Bathing Facilities: Soap scum on walls in shower room #2
Cleaned showers

Observations and Recommendations

Overhead light in Men's Room of Head of the Run Bathhouse was being worked on
Has been repaired

The main water line for the Head of the Run Bathhouse was shut off due to repairs to a
leak in the pipes

Water leak has been repaired



RECEIVED

JUL 26 2016

July 11, 2016

Dixon Salo Architects, Inc.

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dear Neil:

RE: CIF Project SD 2013-11 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-11 (Dormitory Repairs).

This project was necessary for the safety of all employees and persons that may be in and around the dormitory buildings and will also enhance the appearance of the dormitory buildings. We will employ in-house labor on this project.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016
2. Association Making This Request Suffolk Downs
3. Project # 2013-11 (unique project number)
4. Project Dormitory Repairs (unique descriptive title of this project)
5. Type of Request (indicate RFC or RFR)

<input checked="" type="checkbox"/> RFC / Request for Consideration	<input type="checkbox"/> RFR / Request for Reimbursement
<input checked="" type="checkbox"/> Capital Improvement Fund	<input type="checkbox"/> Promotional Trust Fund
6. Total Project Amount Requested: \$ 42,955.02 Estimate / RFC Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project was necessary for the safety of all employees and persons that may be in and around the dormitory buildings and will also enhance the appearance of the dormitory buildings. We will employ in-house labor on this project.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____

2013-11

2013-13

Labor Hours	Labor Cost	Carpenter Hours	Carpenter Cost	Forman Hours	Forman Cost	Total Hours	Total Cost
329.00	6,883.95	467.75	33,649.76	32.00	2,421.32	828.75	42,955.02
<u>329.00</u>	<u>6,883.95</u>	<u>467.75</u>	<u>33,649.76</u>	<u>32.00</u>	<u>2,421.32</u>	<u>828.75</u>	<u>42,955.02</u>

Regular Hours	Regular Rate	Regular Cost	Total Payroll	FUTA Cost	FICA Cost	SUI Cost	Union Benefits Rate	Union Benefits	Total Benefit	Total Cost
24.00	\$ 34.40	\$ 825.60	\$ 825.60	\$ 6.60	\$ 63.16	\$ 101.80	\$ 29.80	715.2	\$ 886.76	\$ 1,712.36
24.00	\$ 34.40	\$ 825.60	\$ 825.60	\$ 6.60	\$ 63.16	\$ 101.80	\$ 29.80	715.2	\$ 886.76	\$ 1,712.36
24.00	\$ 34.40	\$ 825.60	\$ 825.60	\$ 6.60	\$ 63.16	\$ 101.80	\$ 29.80	715.2	\$ 886.76	\$ 1,712.36
24.00	\$ 16.06	\$ 385.44	\$ 385.44	\$ 3.08	\$ 29.49	\$ 47.52	\$ 29.80	0	\$ 80.09	\$ 465.53
24.00	\$ 17.17	\$ 412.08	\$ 412.08	\$ 3.30	\$ 31.52	\$ 50.81	\$ 29.80	0	\$ 85.63	\$ 497.71
8.00	\$ 16.17	\$ 129.36	\$ 129.36	\$ 1.23	\$ 11.75	\$ 18.94	\$ 29.80	0	\$ 31.92	\$ 165.54
8.00	\$ 15.31	\$ 122.48	\$ 122.48	\$ 1.35	\$ 12.88	\$ 20.76	\$ 29.80	0	\$ 35.00	\$ 203.47
4.00	\$ 18.44	\$ 73.76	\$ 73.76	\$ 1.25	\$ 11.99	\$ 18.93	\$ 29.80	0	\$ 32.57	\$ 169.31
24.00	\$ 39.48	\$ 923.52	\$ 923.52	\$ 7.39	\$ 8.46	\$ 13.64	\$ 29.19	700.56	\$ 892.47	\$ 1,815.99
40.00	\$ 34.40	\$ 1,376.00	\$ 1,376.00	\$ 11.01	\$ 105.26	\$ 169.66	\$ 29.80	1192	\$ 1,477.93	\$ 2,853.93
40.00	\$ 34.40	\$ 1,376.00	\$ 1,376.00	\$ 11.01	\$ 105.26	\$ 169.66	\$ 29.80	1192	\$ 1,477.93	\$ 2,853.93
40.00	\$ 34.40	\$ 1,376.00	\$ 1,376.00	\$ 11.01	\$ 105.26	\$ 169.66	\$ 29.80	1192	\$ 1,477.93	\$ 2,853.93
40.00	\$ 16.06	\$ 642.40	\$ 642.40	\$ 5.14	\$ 49.14	\$ 79.21	\$ 29.80	0	\$ 133.49	\$ 775.89
40.00	\$ 17.17	\$ 686.80	\$ 686.80	\$ 5.49	\$ 52.54	\$ 84.68	\$ 29.19	0	\$ 142.72	\$ 829.52
24.00	\$ 34.40	\$ 825.60	\$ 825.60	\$ 6.60	\$ 63.16	\$ 101.80	\$ 29.80	715.2	\$ 886.76	\$ 1,712.36
32.00	\$ 34.40	\$ 1,100.80	\$ 1,100.80	\$ 8.81	\$ 84.21	\$ 135.73	\$ 29.80	953.6	\$ 1,182.35	\$ 2,283.15
32.00	\$ 34.40	\$ 1,100.80	\$ 1,100.80	\$ 8.81	\$ 84.21	\$ 135.73	\$ 29.80	953.6	\$ 1,182.35	\$ 2,283.15
32.00	\$ 16.06	\$ 513.92	\$ 513.92	\$ 4.11	\$ 39.31	\$ 63.37	\$ 29.80	0	\$ 106.79	\$ 620.71
29.00	\$ 17.17	\$ 497.93	\$ 497.93	\$ 3.98	\$ 38.09	\$ 61.39	\$ 29.19	0	\$ 103.47	\$ 601.40
8.00	\$ 38.48	\$ 307.84	\$ 307.84	\$ 2.46	\$ 23.55	\$ 37.96	\$ 29.19	233.52	\$ 297.49	\$ 605.33
31.75	\$ 35.57	\$ 1,129.35	\$ 1,129.35	\$ 9.03	\$ 86.40	\$ 139.25	\$ 29.86	948.055	\$ 1,182.73	\$ 2,312.08
40.00	\$ 35.57	\$ 1,422.80	\$ 1,422.80	\$ 11.38	\$ 108.84	\$ 175.43	\$ 29.86	1194.4	\$ 1,490.06	\$ 2,912.86
16.00	\$ 35.57	\$ 569.12	\$ 569.12	\$ 4.55	\$ 43.54	\$ 70.17	\$ 29.86	477.76	\$ 586.02	\$ 1,165.14
40.00	\$ 16.06	\$ 642.40	\$ 642.40	\$ 5.14	\$ 49.14	\$ 79.21	\$ 29.86	0	\$ 133.49	\$ 775.89
40.00	\$ 17.17	\$ 686.80	\$ 686.80	\$ 5.49	\$ 52.54	\$ 84.68	\$ 29.25	0	\$ 142.72	\$ 829.52
39.13	\$ 39.13	\$ 1,530.00	\$ 1,530.00	\$ 12.25	\$ 117.50	\$ 189.00	\$ 29.25	0	\$ 153.00	\$ 1,683.00
40.00	\$ 35.57	\$ 1,422.80	\$ 1,422.80	\$ 11.38	\$ 108.84	\$ 175.43	\$ 29.86	1194.4	\$ 1,490.06	\$ 2,912.86
40.00	\$ 35.57	\$ 1,422.80	\$ 1,422.80	\$ 11.38	\$ 108.84	\$ 175.43	\$ 29.86	1194.4	\$ 1,490.06	\$ 2,912.86
20.00	\$ 35.57	\$ 711.40	\$ 711.40	\$ 5.69	\$ 54.42	\$ 87.72	\$ 29.86	597.2	\$ 745.03	\$ 1,456.43
40.00	\$ 16.06	\$ 642.40	\$ 642.40	\$ 5.14	\$ 49.14	\$ 79.21	\$ 29.86	0	\$ 133.49	\$ 775.89
17.17	\$ 17.17	\$ 294.68	\$ 294.68	\$ 2.38	\$ 22.86	\$ 36.58	\$ 29.86	0	\$ 42.74	\$ 337.42
39.13	\$ 39.13	\$ 1,530.00	\$ 1,530.00	\$ 12.25	\$ 117.50	\$ 189.00	\$ 29.25	0	\$ 153.00	\$ 1,683.00
159.75	\$ 5.79	\$ 923.52	\$ 923.52	\$ 7.39	\$ 70.65	\$ 113.57	\$ 29.19	700.56	\$ 892.47	\$ 1,815.99
175.00	\$ 17.17	\$ 2,997.00	\$ 2,997.00	\$ 23.98	\$ 228.60	\$ 365.00	\$ 17.17	2,581.42	\$ 2,810.00	\$ 5,807.00
132.00	\$ 16.06	\$ 2,119.92	\$ 2,119.92	\$ 16.97	\$ 160.56	\$ 252.00	\$ 16.06	1,850.96	\$ 1,981.52	\$ 4,101.44
176.00	\$ 16.06	\$ 2,826.56	\$ 2,826.56	\$ 22.61	\$ 216.23	\$ 348.51	\$ 16.06	2,477.45	\$ 2,693.96	\$ 5,520.51
133.00	\$ 16.06	\$ 2,143.98	\$ 2,143.98	\$ 16.97	\$ 160.56	\$ 252.00	\$ 16.06	1,850.96	\$ 1,981.52	\$ 4,101.44
8.00	\$ 16.06	\$ 129.36	\$ 129.36	\$ 1.23	\$ 11.75	\$ 18.94	\$ 16.06	111.37	\$ 129.36	\$ 258.72
8.00	\$ 16.06	\$ 129.36	\$ 129.36	\$ 1.23	\$ 11.75	\$ 18.94	\$ 16.06	111.37	\$ 129.36	\$ 258.72
8.00	\$ 16.06	\$ 129.36	\$ 129.36	\$ 1.23	\$ 11.75	\$ 18.94	\$ 16.06	111.37	\$ 129.36	\$ 258.72
4.00	\$ 16.06	\$ 64.18	\$ 64.18	\$ 0.62	\$ 6.00	\$ 9.47	\$ 16.06	54.71	\$ 64.18	\$ 128.36
4.00	\$ 16.06	\$ 64.18	\$ 64.18	\$ 0.62	\$ 6.00	\$ 9.47	\$ 16.06	54.71	\$ 64.18	\$ 128.36
32.00	\$ 39.48	\$ 1,263.36	\$ 1,263.36	\$ 10.31	\$ 98.52	\$ 157.00	\$ 39.48	1,095.86	\$ 1,194.38	\$ 2,457.74
828.75	\$ 22.97	\$ 18,843.00	\$ 18,843.00	\$ 154.30	\$ 1,477.93	\$ 2,283.15	\$ 22.97	16,387.62	\$ 17,865.55	\$ 36,708.55



DIXON SALO
ARCHITECTS
INCORPORATED

Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal

September 12, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-12
Fork Lift Repairs
Request for Consideration

Dear Mr. O'Donnell:


Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$3,986.09 for the repairs to forklift.

The project involved the repairs to an existing John Deere Forklift. The forklift is used in the maintenance of the racetrack for live racing.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$3,986.09.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.


Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-12 (RFC)

Project SD 2013-6 \$33,399.27
2012 Chevrolet Truck

This truck was purchased new to replace a 2005 GMC pick-up truck that was involved in an accident and declared a total loss.

Project SD 2013-7 \$1,920.00
Replace pole, wiring and street light

This pole and street light was located in the Clubhouse parking lot.

Project SD 2013-8 \$21,035.70
Repairs to elevator

Repairs were required as result of annual inspection. Items were not covered under contract.

Project SD 2013-11 \$42,955.02
Dormitory Repairs

This project involved Dormitories A, B, C, D, etc. Please see attached list of corrections required by Commonwealth of Massachusetts Farm Labor Camp.

Project SD 2013-12 \$3,986.09
Fork Lift Repairs

This project involved service labor for 50-1/2 hours at the hourly rate of \$79.00.

Project SD 2013-14 \$1,163.94
Computer for Executive Office

This project was for the purchase of a new computer for the Executive Office.

Project SD 2013-15 \$1,301.56
Lawn Mower

This project was necessary to replace an older model mower which was beyond repair.

Project SD 2013-16 \$7,919.69
Water Truck Repair

This project involved the re-building of the engine that had failed.

Project SD 2013-18 \$13,871.88
Dump Trailer

This project involved the repair of the dump trailer. The rotator is a rotator tiller.

Project SD 2013-19 \$117,645.69
John Deere Tractor

This project involved the purchase of a new tractor.



July 11, 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dear Neil:

RE: CIF Project SD 2013-12 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-12 (Fork Lift Repair).

This project was necessary to repair the existing forklift and was necessary to allow the proper maintenance of the racetrack for live racing and for the safety and protection of the employees and patrons of the racetrack.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

RECEIVED

JUL 21 2016

Dixon Salo Architects, Inc.

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

- 1. Date July 11, 2016
- 2. Association Making This Request Suffolk Downs
- 3. Project # 2013-12 (unique project number)
- 4. Project Fork Lift Repair (unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration RFR / Request for Reimbursement

Capital Improvement Fund Promotional Trust Fund

6. Total Project Amount Requested: \$ 3,986.09 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project was necessary to repair the existing forklift and was necessary to allow the proper maintenance of the racetrack for live racing and for the safety and protection of the employees and patrons of the racetrack..

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____

Airport Supplies & Service, Inc.

Invoice

PO Box 804
Ipswich, MA 01938

Date	Invoice #
3/2/2013	36739

Bill To
Sterling Suffolk Racecourse 525 McClellan Highway East, Boston, MA 02128

Ship To
Sterling Suffolk Racecourse 525 McClellan Highway East, Boston, MA 02128

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
VERBAL RON	Net 30		2/13/2013	AIR/SUPP		JDForklift

Quantity	Item Code	Description	Price Each	Amount
1	SERVICE LABOR	DISASSEMBLE JOHN DEERE FORK LIFT STEER AXLE & INSPECT KING PIN BUSHING BORES ON ONE SIDE WORN OUT. LINE BORE ONE SIDE & MACHINE STEEL SLEEVES. PRESS IN PLACE. REASSEMBLE STEER AXLE WITH SUPPLIED PARTS. ONSITE INSPECT CENTER PIN MOUNTING HOLES. REMOVE THE CENTER PIN DOUBLER PLATES (2). MACHINE NEW DOUBLER PLATES MACHINE TO FIT AND WELD IN PLACE.	3,942.00	3,942.00
1	MISC SUPPLIES	METAL STOCK	29.00	29.00T
1	SHOP SUPPLIES	SHOP SUPPLIES	12.50	12.50T
		MA State Sales Tax	6.25%	2.59

AirPool -
EQ# 200
111158

SP

2013-14

Total \$3,986.09



**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

September 26, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-13
Convection Oven Refrigerated Counter/Sandwich Top, Refrigerator,
And delivery charge for Jockey's Kitchen
Request for Consideration

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$6,315.25 for the Purchase of a convection oven, refrigerated counter/sandwich top, refrigerator and delivery charge for the jockey's kitchen at Suffolk Downs.

The project involved the purchase of a convection oven, refrigerated counter/sandwich top, refrigerator and the delivery of this equipment to the jockey's kitchen. The equipment was purchased to replace existing kitchen equipment.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$6,315.25.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs

Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-13 (RFC)

2016 SEP 28 AM 11:52
MASSACHUSETTS GAMING
COMMISSION



July 11, 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dear Neil:

RE: CIF Project SD 2013-13 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-13 (Jock's Kitchen).

This project was to purchase an electric convection oven, a refrigerated counter, sandwich top, which included a delivery charge, and a freezer for the kitchen utilized by the jockeys at Suffolk Downs.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

RECEIVED

JUL 21 2016

Dixon Salo Architects, Inc.

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016

2. Association Making This Request Suffolk Downs

3. Project # 2013-13 (unique project number)

4. Project Jock's Kitchen (unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration RFR / Request for Reimbursement

Capital Improvement Fund Promotional Trust Fund

6. Total Project Amount Requested: \$ 6,315.25 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project was to purchase an electric convection oven, a refrigerated counter, sandwich top, which included a delivery charge, and a freezer for the kitchen utilized by the jockeys at Suffolk Downs.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____



CHECK REQUEST

PAYABLE TO:

E. F. Smith & Son
Restaurant Equipment

TODAY'S DATE:

5/7/13 DATE REQUIRED 7

CHECK AMOUNT:

\$ ~~5669.68~~ 5679.06

REASON:

Track Kitchen
CONVECTION OVEN NEW
SANDWICH COOLER - USED -
Jock's Kitchen like New

REQUESTED BY:

APPROVED BY:

J.S.
[Signature]

VENDOR #
DISTRIBUTION #
VOUCHER #
CHECK CODE
APPROVED BY

Smith 013
1505-100
112238

230

Invoice


5/7/2013

Project:

Suffolk Downs 04 25 13
 James Druse
 617-849-2655
 JDruse@suffolkdowns.com

From:

E. F. Smith & Son Restaurant
 Equipment
 Don Lincoln
 80 Myrtle St.
 N. Quincy, MA 02171
 Phone: (617) 770-1600
 Fax: (617) 770-1635

Item	Qty	Description	Sell Each	Sell Total
1	1	ea CONVECTION OVEN, ELECTRIC Blodgett Oven Model No. SHO-E SINGLE Convection Oven, Electric, single deck, full size capacity (5) 18" x 26" pans, stainless steel doors, dual pane thermal glass window on left and solid right hand door, (5) stainless steel racks and (11) rack positions, chrome plated door handle, manual controls, cooling fan, stainless steel construction, 25" adjustable stainless steel legs, 11.0 kW, 1/3 hp blower, cETL, NSF, ENERGY STAR® (contact factory for price)	2,995.00	2,995.00
	1	ea (1) One year parts and labor warranty, standard		
	1	ea 208v/60/3-ph, 11.0 kW, 31.0 amps, standard		
2	1	ea REFRIGERATED COUNTER, SANDWICH TOP Victory Refrigeration Model No. VUR-5-24BT Value Line Refrigerated Counter, Sandwich Top, two-section, with doors, 24-pan opening, 8-1/2" cutting board, stainless top, front, interior bottom & sides, aluminum back, rear-mounted self-contained refrigeration, 6" casters, 1/3 HP. 115v/60/1ph. THIS ITEM IS USED!	2,200.00	2,200.00
				
3	1	ea DELIVERY CHARGE Custom Model No. DELIVERY Delivery to Boston area location. Units set in place - final hook-ups by others. (This item will be non-taxable on final invoice).	150.00	150.00

Merchandise	5,345.00
Sales Tax (6.25%)	334.06
Total	5,679.06

Acceptance: _____ Date: _____

Printed Name: _____

COPY

AUCTIONEERS, INC. D/B/A

E.F. Smith & Son Restaurant Equipment
80 Myrtle Street No. Quincy, MA 02171

(617) 770-1600 • (617) 770-1653 • FAX (617) 770-1635
BUYERS • SELLERS • NEW & USED RESTAURANT EQUIPMENT
www.essa.us.com

INVOICE

B

22853

PLEASE USE THIS NUMBER ON ALL CORRESPONDENCE

SUFFOLK DOWNS
525 McCLELLAN Highway
E. BOSTON, MA

INVOICE DATE: 5/15/13 20

S
O
L
D

T
O

ZIP CODE

JIM DRUSE (cell) TEL# 617-849-2655

* PLEASE READ BELOW TERMS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
①	Victory Sandwich Vn. to (USED) model # VURS-24 BT		\$2,200.00
①	Budgett SHD-E Electric Convection (NEW) OVEN (3 phase) model # SHD-E single Serial # 121712 XE0408		\$2,995.00
PAID IN FULL C. F. 090871			

*All Used Equipment sales final. No Returns. New Equipment subject to a 25% Restocking Charge within 3 days and must be in original unopened carton or packaging for store credit only.

SUB TOTAL	\$5,195.00
SALES TAX	324.69
FREIGHT	150.00
LABOR	
TOTAL AMOUNT	\$5,669.69

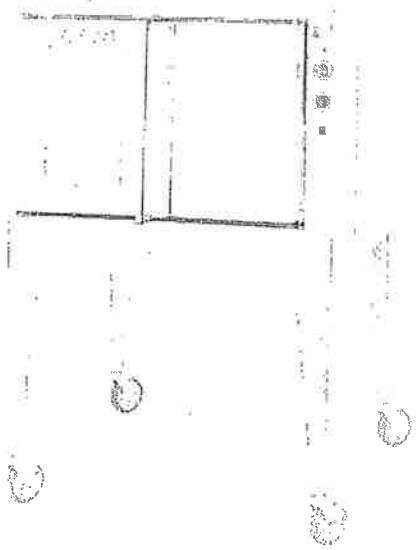
TOTAL AMOUNT	\$5,669.69
DEPOSIT	
BALANCE DUE	\$5,669.69

GN
Received the above merchandise in good condition. All goods must be accompanied by this bill. Finance charges are computed at 1.5% per month (18% annual) rate on accounts 30 days past due.



MODEL SHO-E

Full-Size Electric Convection Oven



Shown with optional casters

- OPTIONS AND ACCESSORIES**
(AT ADDITIONAL CHARGE)
- **Legs/casters/stands:**
 - 6" (152mm) seismic legs
 - 6" (152mm) casters
 - 4" (102mm) low profile casters
 - 25" (635mm) stainless steel open stand with rack guide, stainless steel
 - Extra oven racks
 - Flue connector

Project _____

Item No. _____

Quantity _____

Baking compartment - accepts five 18" x 26" standard full-size baking pans in left-to-right position.
 All data is shown per oven section, unless otherwise indicated.
 Refer to operator manual specification chart for listed model name.

EXTERIOR CONSTRUCTION

- Full angle iron frame
- Stainless steel front, top, sides and legs
- 25" (635mm) stainless steel legs for single ovens
- 6" (152mm) stainless steel legs for double stacked ovens
- Dependent stainless steel doors, dual pane thermal glass window on left hand door, solid right hand door
- Chrome-plated door handle
- Triple-mounted door hinge pins
- Removable front control panel
- Solid mineral fiber insulation on back, fiberglass insulation on top, sides and bottom

INTERIOR CONSTRUCTION

- Double-sided porcelainized baking compartment liner (14 gauge)
- Aluminized blower wheel
- Five chrome-plated racks, eleven rack positions with a minimum of 1-5/8" (41mm) spacing

OPERATION

- Three tubular heaters
- Thermostat with temperature control range of 200°F (93°C) to 500°F (260°C)
- Two speed fan
- 1/3 horsepower blower motor with automatic thermal overload protection
- Control area cooling fan

STANDARD FEATURES

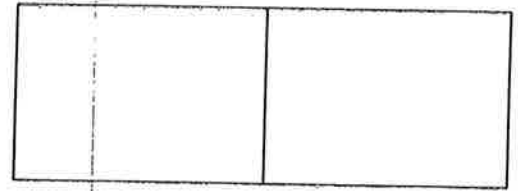
- Solid state manual control with separate dials to control thermostat and timer
- 25" (635mm) adjustable stainless steel legs (for single units)
- 6" (152mm) adjustable stainless steel legs (for double sections)
- One year oven parts and labor warranty*

* For all international markets, contact your local distributor.

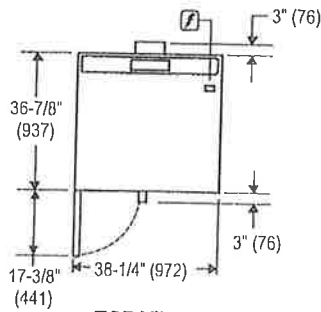




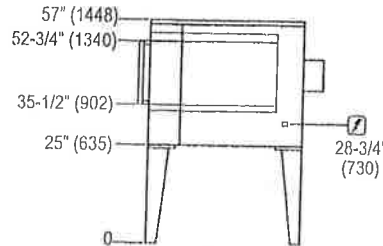
MODEL SHO-E



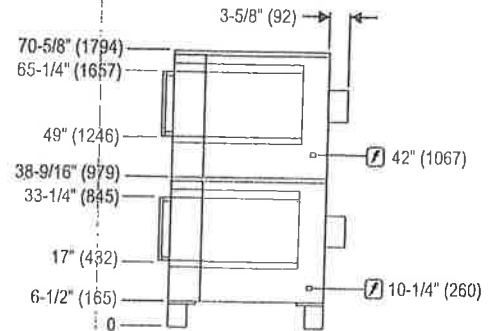
APPROVAL/STAMP



TOP VIEW



SINGLE



DOUBLE

SHORT FORM SPECIFICATIONS

Provide Blodgett full-size convection oven model SHO-E, (single/double) compartment. Each compartment shall have a fully welded angle iron frame. Interior shall have fully covered porcelainized steel liner and shall accept five 18" x 26" standard full-size bake pans in left-to-right position. Right door shall be stainless steel. Left door shall be stainless steel with dual pane thermal glass. Left door shall have chrome plated handle and dependent operation. Unit shall be electrically heated with three tubular heaters. Air in baking chamber distributed by dual inlet blower wheel powered by a two-speed, 1/3 HP motor with thermal overload protection. Each chamber shall be fitted with five chrome-plated removable racks. Control panel shall be recessed with Cook/Cool Down mode selector switch, electromechanical thermostat, 200 - 500°F (93-260°C), and 60-minute timer. Provide options and accessories as indicated.

DIMENSIONS:

Floor space	38-1/4" (972mm) W x 36-7/8" (936mm) L
Product clearance	1/2" from combustible and non-combustible construction.
Interior	29" (737mm) W x 20" (508mm) H x 24-1/4" (616mm) D
If oven is on casters:	
Single	Add 4-1/2" (114mm) to all height dimensions
Double	Dimensions do not change
Double Low Profile	Subtract 2-1/2" (64mm) from all height dimensions

POWER SUPPLY:

208 VAC	60 Hz.	1 phase	11kW	51/0/51 Amperes
208 VAC	60 Hz.	3 phase	11kW	31/29/29 Amperes
220/240 VAC	60 Hz.	1 phase	11kW	44/0/44 Amperes
220/240 VAC	60 Hz.	3 phase	11kW	26/24/24 Amperes
480VAC	60 Hz	3 phase	11kW	14/13/13 Amperes

* At an additional charge

MAXIMUM INPUT:

Single	11kW
Double	22kw (11kW each section)

MINIMUM ENTRY CLEARANCE:

Uncrated	32-1/4" (819mm)
Crated	37-3/4" (959mm)

SHIPPING INFORMATION:

Approx. Weight:	Crated
Single:	480 lbs. (218 kg)
Double:	960 lbs. (435 kg)
Crate sizes:	37-1/2" (952mm) x 43-1/2" (1105mm) x 51-3/4" (1315mm)

NOTE: The company reserves the right to make substitutions of components without prior notice

BLODGETT OVEN COMPANY

www.blodgett.com

44 Lakeside Avenue, Burlington, VT 05401 • Phone: (802) 658-6600 • Fax: (802) 864-0183



Project: _____
 Location: _____
 Item #: _____
 Quantity: _____

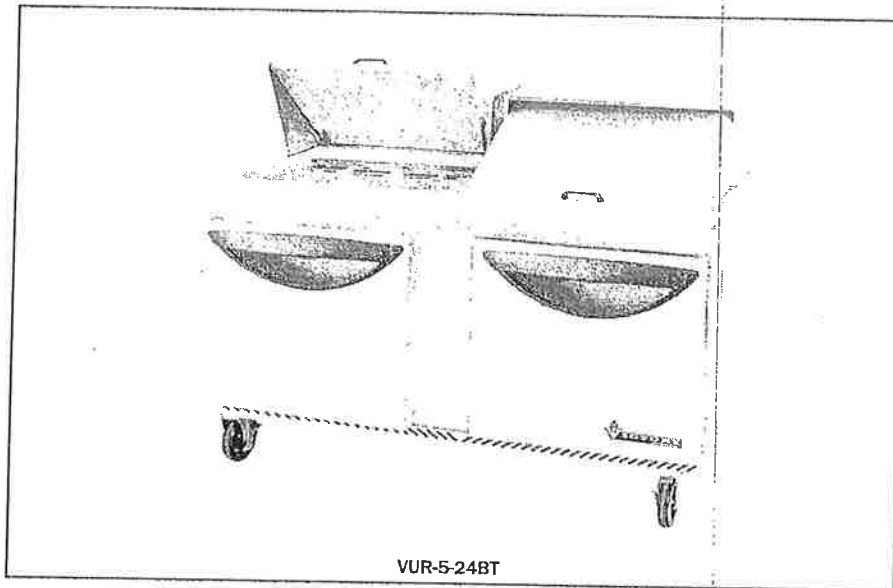
Big Top Salad/Sandwich Refrigerators

Two Section Model with Doors

Doors, tops and interior floor of stainless steel.
 Aluminum ends and interior.

VUR-5-18BT

VUR-5-24BT



VUR-5-24BT

Standard Features:

- Stainless Steel Doors, Tops and Interior Bottom Construction Provides Durable Lasting Finish
- Durable Aluminum Interior Sides and Rear for Easy Cleaning
- Models are Front-Breathing and Recessible to Enable Zero Clearance Placement or in Limited Access Areas
- Food Pans are Recessed into an Insulated 2" Top which Surrounds Pans with an Insulated Airflow to Maintain Consistent Temperature
- Holds Food Safely and Assures Fresher Food
- Exclusive Design Accepts 4" and 6" Pans which Maximize Airflow and Maintain Temperature
- A Complete Set of 4" Deep Plastic Pans are Included
- Interior Thermometer Consistently Monitors Temperature
- Spacious Design with 8.5" Cutting Board Provides Maximum Work Surface and Condiment Storage Capacity
- Removable Stainless Steel Insulated Telescoping Lid Offers Easy Cleaning
- Self-Closing Door with Replaceable One-Piece Magnetic Gasket Maintains Positive Seal
- Horizontal Recessed Heavy-Duty Handles Provide Quicker, Easier Access to Cabinets
- Adjustable Shelves Provide Storage Flexibility

- Heavy-Duty, Epoxy Coated Steel Shelves Accept Heavy Loads and Offer Easy Clean-up
- Energy Saving, High Density, Polyurethane Foam Insulation Promotes Cold Retention
- Anti-Corrosion Coated Evaporator Coil Assures Lasting Performance
- Automatic Condensation Evaporation System Eliminates the Need for a Floor Drain
- Balanced Energy Efficient Refrigeration System
- Environmentally Friendly R-134a Refrigerant
- Plugs into Standard 115 V Outlets - Cord and Plug Attached for Easy Installation
- 5" Heavy-Duty Swivel Casters with Brakes Provide Mobility
- Completely Finished and Enclosed Cabinet Back
- Meets Tough NSF Standard 7, 41.° F

Optional Features and Accessories:

- 3" Heavy-Duty Swivel Casters with Brakes
- 6" Adjustable Stainless Steel Legs
- Single and Double Overshelf
- Stainless Steel Back
- Door Mounted Dial Thermometer
- Cylinder Locks

Approvals:



Victory Refrigeration specification sheets
 are available online at www.victory-refrig.com.

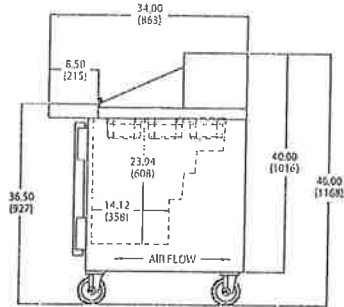
Victory Refrigeration, Inc.

Big Top Salad/Sandwich Refrigerators

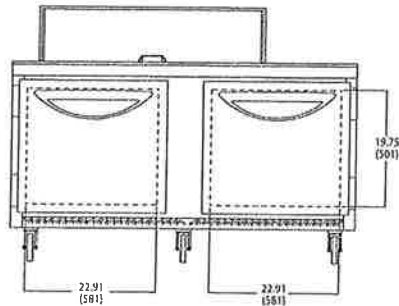
CHARACTERISTICS	VUR-5-18BT	VUR-5-24BT
Width, Overall	60	60
Depth, Overall	34	34
Height, Overall	46	46
Height, Work Area	36	36
Capacity Net (cubic feet)	16	16
No. of Full Doors	2	2
No. of Shelves	4	4
No. of 1/4 Size Pans	18	24
Cabinet Voltage	115/60/1	115/60/1
Condensing Unit Voltage	115/60/1	115/60/1
Condensing Unit Size (HP)	1/2	1/2
Total Amperes	8.8	8.8
NEMA Receptacle Required	5-15R	5-15R

Crated dim. & wts.	Ht.	Width	Depth	Lbs.
VUR-5-18BT	48 1/2	65 1/2	39 1/2	375
VUR-5-24BT	48 1/2	65 1/2	39 1/2	380

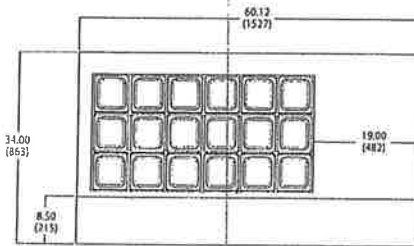
Dimensional tolerance ± 1/4" Metric dimensions (MM)



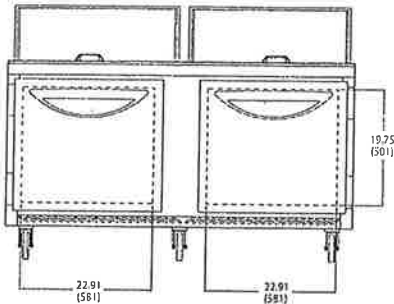
VUR-5-18BT, VUR-5-24BT SIDE VIEW



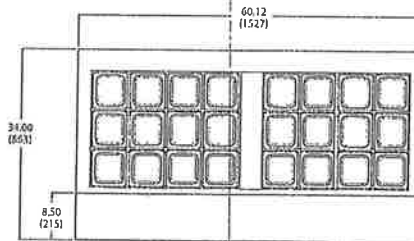
VUR-5-18BT FRONT VIEW



VUR-5-18BT TOP VIEW



VUR-5-24BT FRONT VIEW



VUR-5-24BT TOP VIEW

We reserve the right to change specifications and product design without notice. Such revisions do not entitle the buyer to corresponding changes, improvements, additions or replacements for previously purchased equipment.

Continuous product development may necessitate specification changes and design without notice.

The KCL CADALOG

Victory participates in the KCL CADalog, the most current source of CAD symbols for foodservice designers worldwide. Symbols include standard equipment in plan, side, front and 3-D views, layered for FEDA/FCSI recommended guidelines.

Expense Report

Employee: Sam Elliott
To:
Purpose:
Department: Racing
Date Submitted: May 29, 2013

Vendor Number	5111001
Distribution	
Voucher Number	112798
Check Code	
Approved By	

Date	Expense Type	Establishment	Location	Cost	Notes
5/2/13	equipment	The Equestrian Shop	Ipswich, Ma 8386-300	\$544.49	Helmets for gate crew
5/23/13	equipment	Beach Sales, Inc	Revere, Ma 1505-100	\$636.19	freezer for Jocks kitchen
5/28/13	equipment	ID Superstore	online 8010-300	\$73.00	medical card holders
				Total Due:	\$1,253.68

[Handwritten Signature]

Employee Signature:
Date: 5/29/13

Approved:
Date: 5/29/13

[Handwritten mark]

Beach Sales Inc.

80 V.F.W. Parkway
Revere, MA 02151

Phone: (781) 284-0130 Fax: (781) 284-9823
www.beachsalesinc.com



Invoice No. 70897

Please have pathways free of snow

Date: 5/23/13

Order Status: Deliver		Salesperson: Howie Freedman	
Customer #: 31194		Delivery Date: Wed, May 29, 2013	
S	O	S	H
L	D	I	P
T	O	T	O

SAM ELLIOTT
111 WALDEMAR AVE
EAST BOSTON, MA 02128

Home Phone: 978-979-7513

SUFFOLK DOWNS
111 WALDEMAR AVE
EAST BOSTON, MA 02128
selliot@ SuffolKdowns.com

Phone: 800-225-3460

Instructions: DELIVER AFTER 10:30

* 1 Item To Deliver

Q	Brand	Model #	Serial #	Color	Product	Warr	Amt.	Exten.
1	FRIGIDAIRE	FFU17F5HW			17CF FROSTF		579.99	* 579.99

BEACH SALES INC
80 VFW PKWY
REVERE MA 02151
781-284-0130

TERMINAL I.D.: 069300
MERCHANT # : 463565115595

05/23/13 11:46 AM

WISA
*****1867
SWIPED EXP: **/**

SALE
BATCH: 0518
INV: 000003
AUTH: 00711D
RRN: 05180003
TRN REF# : 163143572350578
VALIDATION CODE: 68HX
REWARDS PROGRAM: 174679

DESCRIPTION: _____
TOTAL \$636.19

SAMUEL ELLIOTT

X I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT
(MERCHANT AGREEMENT IF CREDIT VOUCHER)

CUSTOMER COPY

Customer): Paid In Full				Sub Total	\$579.99
Check No.	Auth. No.	Date	Bldr	Fuel Surcharge	\$19.95
	00711D	5/23/13	<input type="checkbox"/>	Labor/Misc.	
			<input type="checkbox"/>	MA 6.25%	\$36.25
				Total	\$636.19

Declined Signature _____
Please free-standing ranges, Beach Sales Delivery terms cannot install the anti-tip device. You will have to install it yourself, or have a professional install the device.

RETURN POLICY **Delivery**
Please call between 4 & 5 pm the day prior to delivery. No guarantee AM or PM.
You must have the original sales invoice. All returns must be made within seven (7) business days.
Merchandise must be in original condition. Any returns or exchanges of new used merchandise must be from the manufacturer representative and must also be in its original condition with the instruction booklet and card. No cash refunds will be issued. Credit card refund will be issued by a credit card memo.
A 20% restocking fee applies to any returned merchandise. Built-ins excluded from this return policy.
All warranties expressed or implied are the manufacturers warranty and their responsibility. Merchandise is covered by manufacturers warranty only



**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

September 26, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-14
Computer
Request for Consideration

2016 SEP 28 AM 11:52

MASSACHUSETTS GAMING
COMMISSION

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$1,163.94 for the purchase of a computer at Suffolk Downs.

The project involved the purchase of a computer for the Executive Office for use in the every day operations of the racetrack at Suffolk Downs.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$1,163.94.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-14 (RFC)



RECEIVED

JUL 21 2016

July 11, 2016

Dixon Salo Architects, Inc.

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dear Neil:

RE: CIF Project SD 2013-14 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-14 (Computer).

This project was to purchase a new computer for the Executive Office for the every day operation of the track.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016

2. Association Making This Request Suffolk Downs

3. Project # 2013-14 (unique project number)

4. Project Computer unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration

RFR / Request for Reimbursement

Capital Improvement Fund

Promotional Trust Fund


6. Total Project Amount Requested: \$ 1,163.94 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project was to purchase a new computer for the Executive Office for the every day operation of the track.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official:  Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____

CEN Associates, Inc.
P.O.Box 122
East Derry, NH 03041
18772391219



CEN
ASSOCIATES

Bill To:
Sterling Suffolk Racetrack LLC
525 McClellan Highway
East Boston, MA 02128

Date	Invoice
05/23/2013	1618
Account	
Suffolk Downs Racetrack	

Terms	Due Date	PO Number	Reference
Net 30 days	06/22/2013		

Billing Method: Actual Rates
Detail: Thu 5/23/2013 9:33 PM EDT/ Rick Frizzell-

Company Name: Sterling Suffolk Racetrack LLC
Contact Name: Jim Costello
Ship To Address: 525 McClellan Highway, East Boston, MA 02128, United States

18

Services	Work Type	Staff	Hours	Rate	Amount
Billable Time & Materials Services					
System Engineer	Onsite	Rick Frizzell	4.00	95.00	\$380.00
Total Services:					\$380.00

Other Charges	Quantity	Price	Amount
Billable Other Charges			
Windows 7 Pro Intel motherboard Intel i3 Processor 8Gb Ram DVD rw 500GB HD	1.00	\$699.00	\$699.00
Shipping	1.00	\$41.25	\$41.25
Total Other Charges:			\$740.25

Dept 100

Make checks payable to CEN Associates, Inc.	Invoice Subtotal:	\$1,120.25
	State Sales Tax:	\$43.69
	Invoice Total:	\$1,163.94

Thank you for your business!

OK
Jim Costello

Vendor Number CEN 1001
Distribution 1505-100
Voucher Number 112544
Check Code _____
Approved By _____

Invoice Time Detail

Invoice Number: 1618
Company: Sterling Suffolk Racetrack LLC

Member: Frizzell, R Date: 5/21/2013

Staff	Notes	Bill	Hours	Rate	Ext Amt
Frizzell, R	Resolved Corrupted DLL issue for Jim Alcott Reinstalled MS Office for Jim Alcott Set up new PC for John Rizzo	Y	4.00	95.00	380.00
1:30 PM - 5:30 PM					

Subtotal: \$380.00

Invoice Time Total: Billable Hours: 4.00



**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

September 26, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-15
Lawn Mower
Request for Consideration

MASSACHUSETTS GAMING
COMMISSION
2016 SEP 28 AM 11:52

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$1,301.56 for the purchase of a lawn mower at Suffolk Downs.

The project involved the purchase of a new Lawn Mower to replace an existing lawn mower which was beyond repair. The mower is used in the conditioning of the turf course at Suffolk Downs.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$1,301.56.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-15 (RFC)



RECEIVED

July 11, 2016

JUL 21 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dixon Salo Architects, Inc.

Dear Neil:

RE: CIF Project SD 2013-15 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-15 (Lawn Mower).

This lawn mower is used to condition the turf course. During the racing season it is important for us to get as much use of the course as possible.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016

2. Association Making This Request Suffolk Downs

3. Project # 2013-15 (unique project number)

4. Project Lawn Mower (unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration RFR / Request for Reimbursement

Capital Improvement Fund Promotional Trust Fund

6. Total Project Amount Requested: \$ 1,301.56 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This lawn mover is used to condition the turf course. During the racing season it is important for us to get as much use of the course as possible.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____

MAESTRANZI BROS.INC.
 58 DUNHAM ROAD
 BEVERLY, MA 01915
 Phone: 978-922-3509, Fax: 978-927-9940
 Email: SALES@MAESTRANZI.COM
 Web Address: WWW.MAESTRANZI.COM

INVOICE

Invoice No.: 12276
 Date : 5/24/2013 12:30 PM

Bill To:
 STERLING SUFFOLK RACECOURSE
 525 MCCLELLAN HIGHWAY
 BOSTON,MA 02128

Ship To:
 STERLING SUFFOLK RACECOURSE
 111 WALDEMAR AVENUE
 BOSTON,MA 02128
 Phone: 617-567-3900

Sales Person: LM
Ship Date:
Terms: Due 30 Days

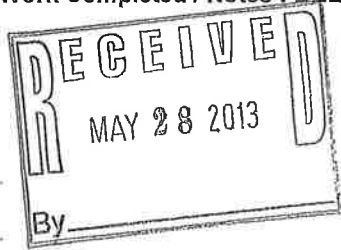
Customer PO:
Due Date: 6/20/2013

Parts :

Part	Description	Sold	Shipped	BO	Price	Net Price	Extension
HON HRC2163HXA	HONDA 21" COMM: S.P. Serial #: MAKA- 1132853	1.00	1.00	0.00	\$1,225.00	\$1,225.00	\$1,225.00

19

Work Completed / Notes : DEL WED OR THURS 5/22 OR 5/23 -- SEND BILL



Subtotal: \$1,225.00
Tax: \$76.56
Total: \$1,301.56
Amt Tendered: \$0.00
Change: \$0.00
Balance Due: \$1,301.56



* I 1 2 2 7 6 *

35% restocking fee for returned parts.no returns on electrical-serialized-or special order parts

S.P.

Vendor Number	MAESTRANZI
Distribution	1505-100
Voucher Number	112017
Check Code	
Approved By	



SUFFOLK DOWNS®

PURCHASE ORDER 12958
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.
A packing slip MUST accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

VENDOR: *Mastranz Bros.*
SHIP TO:

DATE OF ORDER		PROJECT NO.		TERMS	F.O.B	DELIVERY DATE
<i>3-21-13</i>						
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL	
<i>1</i>			<i>21" Honda moped</i>	<i>1225.00</i>		
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
7075 - 200

DEPARTMENT
Maint

REQUISITIONED BY
SP

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER

Project SD 2013-6 \$33,399.27
2012 Chevrolet Truck

This truck was purchased new to replace a 2005 GMC pick-up truck that was involved in an accident and declared a total loss.

Project SD 2013-7 \$1,920.00
Replace pole, wiring and street light

This pole and street light was located in the Clubhouse parking lot.

Project SD 2013-8 \$21,035.70
Repairs to elevator

Repairs were required as result of annual inspection. Items were not covered under contract.

Project SD 2013-11 \$42,955.02
Dormitory Repairs

This project involved Dormitories A, B, C, D, etc. Please see attached list of corrections required by Commonwealth of Massachusetts Farm Labor Camp.

Project SD 2013-12 \$3,986.09
Fork Lift Repairs

This project involved service labor for 50-1/2 hours at the hourly rate of \$79.00.

Project SD 2013-14 \$1,163.94
Computer for Executive Office

This project was for the purchase of a new computer for the Executive Office.

Project SD 2013-15 \$1,301.56
Lawn Mower

This project was necessary to replace an older model mower which was beyond repair.

Project SD 2013-16 \$7,919.69
Water Truck Repair

This project involved the re-building of the engine that had failed.

Project SD 2013-18 \$13,871.88
Dump Trailer

This project involved the repair of the dump trailer. The rotator is a rotator tiller.

Project SD 2013-19 \$117,645.69
John Deere Tractor

This project involved the purchase of a new tractor.



**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

September 26, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-16
Water Truck Repair
Request for Consideration

2016 SEP 28 AM 11:52
MASSACHUSETTS GAMING
COMMISSION

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$7,919.69 for the Water truck Repair at Suffolk Downs.

The project involved the purchase and installation of a new engine and engine core in the existing track water truck which had failed. The truck is used in the maintenance of the turf course and track at Suffolk Downs.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$7,919.69.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.


Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-16 (RFC)



RECEIVED

July 11, 2016

JUL 21 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dixon Salo Architects, Inc.

Dear Neil:

RE: CIF Project SD 2013-16 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-16 (Water Truck Repair).

This project was to replace the engine and engine core of the water truck which was necessary for the maintenance of the turf course and track.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016

2. Association Making This Request Suffolk Downs

3. Project # 2013-16 (unique project number)

4. Project Water Truck Repair (unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration RFR / Request for Reimbursement

Capital Improvement Fund Promotional Trust Fund

6. Total Project Amount Requested: \$ 7,919.69 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project was to replace the engine and engine core of the water truck which was necessary for the maintenance of the turf course and track.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

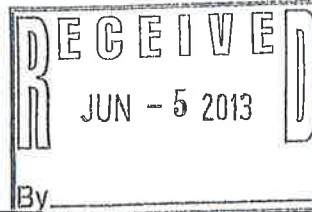
By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____

Airport Supplies & Service, Inc.

PO Box 804
Ipswich, MA 01938

Invoice



Date	Invoice #
6/1/2013	37272

By _____

Bill To

Sterling Suffolk Racecourse
525 McClellan Highway
East, Boston, MA 02128

Ship To

Sterling Suffolk Racecourse
525 McClellan Highway
East, Boston, MA 02128

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
VERBAL RON	Net 30		6/13/2013	TRUCK		IHCwater.t

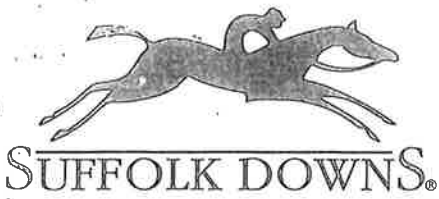
Quantity	Item Code	Description	Price Each	Amount
1	DEUXCHF3L2011	F3L2011 ENGINE REPLACE S/N 0810533	5,895.00	5,895.00T
1	DEU CORE	ENGINE CORE CHARGE	1,300.00	1,300.00T
1	TRUCK SHIPPING	RETURN REBUILDABLE ENGINE WITH-IN 30 DAYS ON SKID FOR REFUND. SHIPPING VIA TRUCK FROM DEUTZ FACTORY MA State Sales Tax	275.00 6.25%	275.00 449.69

Vendor Number Airport
 Distribution 1509-100
 Voucher Number 112856
 Check Code _____
 Approved By _____



S. P. [Signature]

	Total	\$7,919.69
--	--------------	------------



PURCHASE ORDER 12962
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.
A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

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DATE OF ORDER		PROJECT NO.	TERMS	F.O.B	DELIVERY DATE
		Rear Engine			
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #

DEPARTMENT

REQUISITIONED BY

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER





**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

September 26, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-18
Dump Trailer
Request for Consideration

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$13,871.88 for the Repair of the dump trailer at Suffolk Downs.

The project involved the repair of the existing dump trailer and purchase of a rotator tiller. The dump trailer is used daily for the maintenance of the racetrack by the Maintenance Department at Suffolk Downs.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$13, 871.88.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-18 (RFC)

2016 SEP 28 AM 11:52
MASSACHUSETTS GAMING
COMMISSION



July 11, 2016

RECEIVED

JUL 21 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dixon Salo Architects, Inc.

Dear Neil:

RE: CIF Project SD 2013-18 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-18 (Dump Trailer).

This project was necessary to repair the dump trailer which is used every day in the Maintenance Department of the track.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016
2. Association Making This Request Suffolk Downs
3. Project # 2013-18 (unique project number)
4. Project Dump Trailer (unique descriptive title of this project)
5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration RFR / Request for Reimbursement

Capital Improvement Fund Promotional Trust Fund

6. Total Project Amount Requested: \$ 13,871.88 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project was necessary to repair the dump trailer which is used every day in the Maintenance Department of the track.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

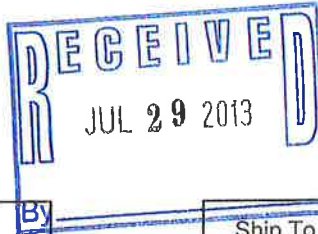
By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____

Airport Supplies & Service, Inc.

PO Box 804
Ipswich, MA 01938

Invoice



Date	Invoice #
7/26/2013	37631

Bill To Sterling Suffolk Racecourse 525 McClellan Highway East, Boston, MA 02128	Ship To Sterling Suffolk Racecourse 525 McClellan Highway East, Boston, MA 02128
--	--

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
VERBAL STEVE	Net 30		7/26/2013	AIR/SUPP		

Quantity	Item Code	Description	Price Each	Amount
1	T-COT612D	6 X 12 DUMP TRAILER 9990# S/N 3001030 MA State Sales Tax	5,850.00 6.25%	5,850.00 0.00

2013-22

Vendor Number AirPool
 Distribution 1505-100
 Voucher Number 113876
 Check Code _____
 Approved By _____

[Handwritten Signature]

COPY 3/5

Total	\$5,850.00
--------------	------------



SUFFOLK DOWNS®

PURCHASE ORDER 12991
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.

A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

Airport Supplies + Service

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DATE OF ORDER <i>7-26-13</i>	PROJECT NO. <i>2013-22</i>	TERMS	F.O.B	DELIVERY DATE
---------------------------------	-------------------------------	-------	-------	---------------

QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL
<i>1</i>			<i>6x12 Trailer</i>		<i>5850.00</i>
2.					
3.			<i>S/N 3001030</i>		
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
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14.					
15.					

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
CIF

DEPARTMENT
Maint

REQUISITIONED BY
[Signature]

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER



NORTHLAND INDUSTRIAL TRUCK CO., INC.

6 JONSPIN ROAD, WILMINGTON, MA 01887, [978] 658-5900, FAX: [978] 658-8837
230 CHERRY STREET, SHREWSBURY, MA 01546, [508] 842-3880, FAX: [508] 842-4404
23 FOSS ROAD, LEWISTON, ME 04240, [207] 784-1501, FAX: [207] 777-5503
879 TURNPIKE STREET, STOUGHTON, MA 02072, [781] 341-0321, FAX: [781] 645-1315
44 LOCKE ROAD, CONCORD, NH 03301, [603] 767-0655, FAX: [603] 717-7035
160 N. PLAINS INDUSTRIAL ROAD, WALLINGFORD, CT 06492, [888] 828-7767, FAX: [203] 774-0071

PAGE: 1

DATE
07-30-13

INVOICE
ORD#: K89742

INV NO.
K89742

BILL TO: 19314

SHIP TO: 00001

SUFFOLK DOWNS
525 MCCLELLAN HGWY
EAST BOSTON MA 02128
UNITED STATES

SUFFOLK DOWNS
111 WALDEMAR AVENUE
EAST BOSTON MA 02128

(617)568-3264

TERMS: NET 30 DAYS PO NO: STEVE PINI

LOC : 01 MAIN SLS:00101

Table with columns: SHIPPED, BACKORDER, PRODUCT, DESCRIPTION, NET PRICE, AMOUNT. Row 1: 1.0, RC4011B, ROTATOR, 7,550.00, 7,550.00. Includes model and SN info.



Vendor Number, Distribution, Voucher Number, Check Code, Approved By

2013-22

FORK LIFT
617-561-1396

[Signature]

SHIP VIA: Entered by SHOR

REMIT TO:
NORTHLAND INDUSTRIAL TRUCK CO. INC.
PO BOX 845534
BOSTON, MA 02284-5534
Visit Our Website @ http://www.nitco-lift.com

SUB TOTAL : 7,550.00
SHIP & HDLG: 0.00
SALES TAX : 471.88
AMOUNT DUE : 8,021.88



**DIXON SALO
ARCHITECTS
INCORPORATED**

Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal

September 26, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-19
John Deere Tractor
Request for Consideration

2016 SEP 28 AM 11:52
MASSACHUSETTS GAMING
COMMISSION

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$117,645.69 for the purchase of a John Deere Tractor at Suffolk Downs.

The project involved the purchase of a new John Deere Model 6190R Tractor to be used in the maintenance of the racetrack by Suffolk Downs.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$117,645.69.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-19 (RFC)



July 11, 2016

RECEIVED

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

JUL 21 2016

Dixon Salo Architects, Inc.

Dear Neil:

RE: CIF Project SD 2013-19 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-19 (John Deere Tractor).

The purchase of this tractor was necessary to allow proper maintenance of the track.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016
2. Association Making This Request Suffolk Downs

3. Project # 2013-19 (unique project number)

4. Project John Deere Tractor (unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration RFR / Request for Reimbursement

Capital Improvement Fund Promotional Trust Fund

6. Total Project Amount Requested: \$ 117,645.69 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

The purchase of this tractor was necessary to allow proper maintenance of the track.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____



PURCHASE ORDER 12994
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.

A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

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DATE OF ORDER	PROJECT NO.	TERMS	F.O.B	DELIVERY DATE
<i>7-30-13</i>	<i>2013-23</i>			
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	TOTAL
<i>1</i>			<i>T. h. Duro 1190R</i>	<i>110,795.31</i>
<i>2</i>			<i>Tractor</i>	
<i>3</i>			<i>Tax</i>	<i>6920.33</i>
<i>4</i>				<i>117,415.64</i>
5.				
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VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
CF

DEPARTMENT
Maint

REQUISITIONED BY
SP

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER

Order Additional Supply of This Form From Your State or Regional Association



700 Fort Pond Rd.
Lancaster, MA 01523
(978) 537-3356

184 Broadway (Rte. 138)
Raynham, MA 02767
(508) 824-4494

INVOICE

CUSTOMER ACCT. NO. _____ DATE 7/30/13
 NAME Starling Suffolk Race Course LP
 ADDRESS 525 Middleton Highway
 CITY East Boston STATE MA ZIP 02128
 CUSTOMER ORDER NO. _____

MERCHANDISE SOLD			MDSE. RETD.		RECEIVED ON		PAID	SOLD BY
CASH	CHARGE	C.O.D.	CASH	CREDIT	ACCOUNT	NOTE	OUT	
								<u>67</u>
QTY.	DESCRIPTION					PRICE	AMOUNT	
	<u>John Deere 6190R Tractor</u>						<u>\$110,725.36</u>	
	<u>Sales Tax</u>						<u>6920.37</u>	
							<u>\$117,645.69</u>	

0012503

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS BILL.
ROYAL 950 TEC NORTHEAST EQUIPMENT DEALERS ASSN. - LIVERPOOL, NY

\$ 117645.69

Vendor Number PADU 001
 Distribution 1505100
 Voucher Number 114901
 Check Code _____
 Approved By _____



**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

September 26, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-20
Window Air Conditioners (2)
Request for Consideration

2016 SEP 28 AM 11:52

MASSACHUSETTS GAMING
COMMISSION

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$2,069.76 for the purchase of (2) Window Air Conditioners at Suffolk Downs.

The project involved the purchase of (2) new window air conditioning units to replace (2) broken/inoperative existing air conditioning units in the Racing Secretary's Office at Suffolk Downs.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$2,069.76.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-20 (RFC)

Project SD 2013-20 \$2,069.76
Window Air Conditioners (2)

This project involved the purchase of new air conditioners to replace the broken/inoperable air conditioners. Both air conditioners were installed in the Racing Secretary's office.

Project SD 2013-21 \$9,682.05
Hot Water Heater

This hot water heater was installed in the Jockeys' Room.

Project SD 2013-22 \$8,624.19
Tractor Repair

The previous balance of \$1,010.68 was not included in the total invoice.
The hours involved in this project were 25-3/4 and the hourly rate was \$85.00.

John Deere	\$4945.86
Williamson	3678.33
Total.....	\$8624.19

Project SD 2013-24 \$5,599.50
Parking Lot Lights

This project was necessary to repair a down wire and defective lights in the general parking lot of the track.



July 11, 2016

RECEIVED

JUL 21 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dixon Salo Architects, Inc.

Dear Neil:

RE: CIF Project SD 2013-20 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-20 (Window Air Conditioners) (2)

This project involved the purchase of 2 window air conditioners which were needed for the comfort of the patrons and employees at Suffolk Downs.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016
2. Association Making This Request Suffolk Downs
3. Project # 2013-20 (unique project number)
4. Project Window Air Conditioners (2) unique descriptive title of this project)
5. Type of Request (indicate RFC or RFR)

<input checked="" type="checkbox"/> RFC / Request for Consideration	<input type="checkbox"/> RFR / Request for Reimbursement
<input checked="" type="checkbox"/> Capital Improvement Fund	<input type="checkbox"/> Promotional Trust Fund

6. Total Project Amount Requested: \$ 2,069.76 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project involved the purchase of 2 window air conditioners which were needed for the comfort of the patrons and employees at Suffolk Downs.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____



ORIGINAL INVOICE

160 BROADWAY
EVERETT, MA 02149-2460
www.grainger.com

GRAINGER ACCOUNT NUMBER 831711973
INVOICE NUMBER 9188837927
INVOICE DATE 07/11/2013
DUE DATE 08/10/2013
AMOUNT DUE 1,034.88

**Ship to information is listed below
in the description section**

BILL TO
MDG2013 00010278 1 AB 0384

SUFFOLK DOWNS
111 WALDEMAR AVE
BOSTON, MA 02128-1035

PO NUMBER: 12976
CALLER: DENIS CAULFIELD
CUSTOMER PHONE: (617) 568-3284
ORDER/DELIVERY#: 6233034707
INCO TERMS: FOB ORIGIN


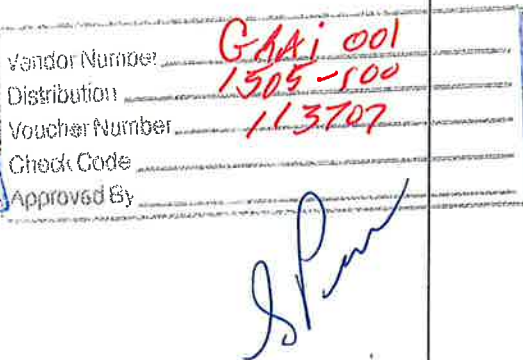


Interested in receiving invoices via email?
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU!

FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT **CALL 617-389-6677**

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL
		The following items were shipped to: SUFFOLK DOWNS 111 WALDEMAR AVE BOSTON MA 02128-1035				
	13R461	WINDOW AIR CONDITIONER,120V,COOL,EER10.8 MANUFACTURER # CGRADS-121H	1		974.00	974.00
 						**
NUMBER OF PKGS: 0 WEIGHT: 74.40					INVOICE SUB TOTAL	974.00
DATE SHIPPED: 07/11/2013					TAX	60.88

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE 1,034.88

PACKING LIST

SOLD TO ACCOUNT 831711973 SUFFOLK DOWNS 111 WALDEMAR AVE BOSTON MA 02128-1035		PURCHASE ORDER NUMBER 12976		DELIVERY DATE AND TIME 07/10/2013 07:11		EMPLOYEE BR2JGM	PAGE 1 OF 1
CALLER DENIS CAULFIELD		DEPARTMENT NUMBER		DBT/CRD CODE Z001	SALES ORDER NUMBER 1186000668	DELIVERY 6233034707	
TELEPHONE NUMBER 6175683284		REQUISITIONER		BRANCH ADDRESS 160 BROADWAY EVERETT MA 02149-2460 617-389-6677			
SHIP TO SUFFOLK DOWNS 111 WALDEMAR AVE BOSTON MA 02128-1035		PROJECT/JOB NUMBER		CHECK NUMBER	CHECK AMOUNT	CASH REC'D/PAID	TRANS TYPE WC
ATTENTION		PO RELEASE NUMBER		INVOICE WILL FOLLOW SALES TERMS AND CONDITIONS ON REVERSE SIDE THANK YOU FOR YOUR ORDER			
		SPECIAL INSTRUCTIONS		CARRIER NAME NONE	# OF BOXES	FREIGHT TERMS PPA	DATE SHIPPED/PICKED UP

ITEM DESCRIPTION	ITEM NUMBER	SHIP QTY	BACKORDER MESSAGE	TAX	UNIT PRICE	TOTAL
Window Air Conditioner,120V,Cool,EER10.8	13R461	1		T	974.00	974.00

Upon the return for credit and/or replacement of the above listed Grainger product(s), customer warrants and represents that no property damage or personal injury has resulted from use of returned product(s) and customer further agrees that it will not assert any claim against W.W. Grainger, Inc., its subsidiaries and divisions or its suppliers in any suit involving the above listed product(s).



I certify that if I am purchasing the material(s) as "materials of trade" as defined in the Hazardous Materials Regulations Title 49 of the Code of Federal Regulations, I intend to use the material(s) in direct support of my principal business (which is not transportation), and I do not intend to resell the material, or transport them in a vehicle other than my own.

FREIGHT	0.00
TAX	60.88
TOTAL	1034.88

SAP DELIVERY
6233034707



Visit our web site @ www.grainger.com

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.



SUFFOLK DOWNS®

PURCHASE ORDER 12981
PCF/SD _____

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.

A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

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DATE OF ORDER	PROJECT NO.	TERMS	F.O.B	DELIVERY DATE	
7-15-13	Racing Sect. office				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL
1		13R461	Window A/c		974.00
2.			136V		
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
7085-200

DEPARTMENT
Mant

REQUISITIONED BY
SP

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER



ORIGINAL INVOICE

160 BROADWAY
EVERETT, MA 02149-2460
www.grainger.com

GRAINGER ACCOUNT NUMBER 831711973
INVOICE NUMBER 9205599682
INVOICE DATE 07/31/2013
DUE DATE 08/30/2013
AMOUNT DUE 1,034.88

Ship to information is listed below
in the description section

BILL TO
MDG2013 00010577 1 AB 0384

SUFFOLK DOWNS
111 WALDEMAR AVE
BOSTON, MA 02128-1035



PO NUMBER: STEVE
CALLER: DENIS CAULFIELD
CUSTOMER PHONE: (617) 568-3284
ORDER/DELIVERY#: 6233949834
INCO TERMS: FOB ORIGIN

Interested in receiving invoices via email?
Sign up for paperless invoicing at:
www.grainger.com/paperlessinvoicing

THANK YOU!

FEI NUMBER 36-1150280

FOR ANY QUESTIONS ABOUT THIS INVOICE OR ACCOUNT **CALL 617-389-6677**

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	BACK ORDERED	UNIT PRICE	TOTAL
		The following items were shipped to: SUFFOLK DOWNS 111 WALDEMAR AVE BOSTON MA 02128-1035				
	13R461	WINDOW AIR CONDITIONER, 120V, COOL, EER10.8 MANUFACTURER # CGRADS-121H	1		974.00	974.00

Vendor Number: GAB1001
 Distribution: 1505-100
 Voucher Number: 114129
 Check Code: _____
 Approved By: _____

2013-24

NUMBER OF PKGS: 0 WEIGHT: 74.40
DATE SHIPPED: 07/31/2013

INVOICE SUB TOTAL 974.00
TAX 60.88

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

PAYMENT TERMS NET 30 DAYS. PAY THIS INVOICE NO STATEMENT SENT. PAYABLE IN U.S. DOLLARS.

AMOUNT DUE 1,034.88



PACKING LIST

SOLD TO ACCOUNT 831711973		PURCHASE ORDER NUMBER WILL BRING WHEN P/U		DELIVERY DATE AND TIME 07/19/2013 07:31		EMPLOYEE XJXU005	PAGE 1 OF 1
SUFFOLK DOWNS 111 WALDEMAR AVE BOSTON MA 02128-1035		DEPARTMENT NUMBER		DBT/CRD CODE Z001	SALES ORDER NUMBER 1186763083	DELIVERY 6233949834	
CALLER DENIS CAULFIELD		REQUISITIONER		BRANCH ADDRESS 160 BROADWAY EVERETT MA 02149-2460 617-389-6677			
TELEPHONE NUMBER 6175683284		PROJECT/JOB NUMBER		CHECK NUMBER		CHECK AMOUNT	CASH REC'D/PAID
SHIP TO SUFFOLK DOWNS 111 WALDEMAR AVE BOSTON MA 02128-1035		PO RELEASE NUMBER		SPECIAL INSTRUCTIONS		INVOICE WILL FOLLOW SALES TERMS AND CONDITIONS ON REVERSE SIDE THANK YOU FOR YOUR ORDER	
ATTENTION		CARRIER NAME NONE		# OF BOXES	FREIGHT TERMS PPA	DATE SHIPPED/PICKED UP	
ITEM DESCRIPTION	ITEM NUMBER	SHIP QTY	BACKORDER MESSAGE	TAX	UNIT PRICE	TOTAL	
Window Air Conditioner,120V,Cool,EER10.8	13R461	1		T	974.00	974.00	

Upon the return for credit and or replacement of the above listed Grainger product(s), customer warrants and represents that no property damage or personal injury has resulted from use of returned product(s) and customer further agrees that it will not assert any claim against W.W. Grainger, Inc., its subsidiaries and divisions or its suppliers in any suit involving the above listed product(s).



I certify that if I am purchasing the material(s) as "materials of trade" as defined in the Hazardous Materials Regulations Title 49 of the Code of Federal Regulations, I intend to use the material(s) in direct support of my principal business (which is not transportation), and I do not intend to resell the material, or transport them in a vehicle other than my own.

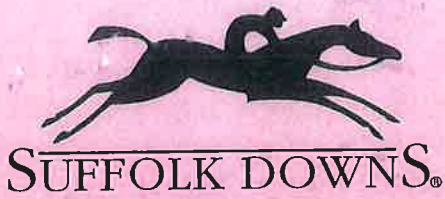
FREIGHT	0.00
TAX	60.88
TOTAL	1034.88

These items are sold for domestic consumption in the United States. If exported, purchaser assumes full responsibility for compliance with US export controls.

SAP DELIVERY
6233949834



Visit our web site @ www.grainger.com



PURCHASE ORDER 12996
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.
A packing slip **MUST** accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

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DATE OF ORDER	PROJECT NO.	TERMS	F.O.B	DELIVERY DATE	
7-19-13	Racing AC				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION	UNIT PRICE	TOTAL
1		13R461	130V Air Cond.		974.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
7035-300

DEPARTMENT
Maint

REQUISITIONED BY
[Signature]

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER



**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

September 26, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-21
Hot Water Heater
Request for Consideration

2016 SEP 28 AM 11:52

MASSACHUSETTS GAMING
COMMISSION

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$9,682.05 for the purchase of a Hot Water Heater at Suffolk Downs.

The project involved the purchase of a new 65 gallon hot water heater and circulator to replace the existing inoperative hot water heater in the Jockey's Room at Suffolk Downs.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$9,682.05.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-21 (RFC)



July 11, 2016

RECEIVED

JUL 21 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dixon Salo Architects, Inc.

Dear Neil:

RE: CIF Project SD 2013-21 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-21 (Hot Water Heater).

This project involved the purchase of a hot water heater to replace the inoperable hot water heater at the track.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

- 1. Date July 11, 2016
- 2. Association Making This Request Suffolk Downs
- 3. Project # 2013-21 (unique project number)
- 4. Project Hot Water Heater unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration RFR / Request for Reimbursement

Capital Improvement Fund Promotional Trust Fund

6. Total Project Amount Requested: \$ 9,682.05 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project involved the purchase of a hot water heater to replace the inoperable hot water heater at the track.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____



F. W. WEBB COMPANY
METHUEN, MA 01844
781-325-7041

ORIGINAL INVOICE

RECEIVE YOUR INVOICES BY E-MAIL!
CONTACT EINVOICES@FWWEBB.COM TODAY!

Customer P.O. Number 13010		Invoice No. 40654340	
Customer No. 71458	Ship Via WEBB TRUCK	Date Shipped 09/16/13	Invoice Date 09/17/13

Ship To			
SAME			
JIM 617-849-2655			
525 MCCLELLAN HIGHWAY			
EAST BOSTON, MA 02128-1035			



STERLING SUFFOLK RACE COURSE, LLC 6
525 William F McClellan Hwy
Boston MA 02128-2280

Ordered	Shipped	B.O.	Description	Line #	Net Price	Extension
1	1	0	WTR HTR NAT COMM 65GAL ATMSPHR B/WD65T3993NA 184537	(1)	7602.910	7,602.91
2	2	0	RLF VLV BRS LF 3/4" M 0556031 WATLEN36-34 422643	(2)	37.180	74.36
1	1	0	AQST HI LMT 130-270F MAN RSET HONL4006E1067 35044	(3)	156.670	156.67

2013-25

RECEIVED
SEP 24 2013
By _____

Vendor Number _____
Distribution _____
Voucher Number 115217 1505-100
Check Code _____
Approved By _____

S. P. [Signature]

Materials purchased hereon are subject to
terms and conditions on back hereof.
OP-002-1,REV.0

Freight/Handling	Tax	Subtotal	
0.00	489.62	7833.94	8,323.56

PAY THIS AMOUNT



Metropolitan Pipe
www.metpipe.com

303 Binney Street Tel: 617-492-6400
Cambridge, MA. 02142-1084 Fax: 617-354-3869

INVOICE

INVOICE #: S2858103.001
INVOICE DATE: 07/10/13
P/O #: 12979
REL #:

Branch: METROPOLITAN PIPE & SUPPLY CO.
303 BINNEY STREET
CAMBRIDGE MA 02142-1084
617-492-6400 Fax 617-354-3869

ENROLLMENT TOKEN
SKZ MMK QXB

2716 1 SP 0.480 E0011X I0014 D732916678 P1524572 0001:0001



SHIP TO:
STERLING SUFFOLK DOWNS
525 MCCLELLAN HIGHWAY
E BOSTON MA 02128

STERLING SUFFOLK DOWNS
525 MCCLELLAN HIGHWAY
E BOSTON MA 02128

ORD DATE	SHIP DATE	SALESMAN	WRITER	SHIP VIA	ORDERED BY
07/09/13	07/10/13	House Accounts	Stephen Smith x206	OT OUR TRUCK	JIMMY

ORD QTY	SHIP QTY	PRODUCT DESCRIPTION	NET PRICE	EXT PRICE
1ea	1ea	120-B13 2in BRONZE CIRC W/FLGS TACO <i>order was not water 1509</i>	1358.493E	1358.49 ✓
6ea	6ea	88045 1/2in CXC CAP TECTITE	10.165E	60.99
6ea	6ea	88050 3/4in CXC CAP TECTITE	10.950E	65.70
4ea	4ea	0545308 WATTS 1/2in (5/8 OD) WBVC-M1 STANDARD PORT BALL VALVE COMPRESSION ENDS	15.512E	62.05
6ea	6ea	14R 1/2X3/8 CXOD RB ADAPTER	2.161E	12.97
18ea	18ea	A-37-A REPAIR KIT 3301037 SLOAN REGAL URINAL 1.5GPF	20.955E	377.19
4ea	4ea	LK-35 BASKET STRAINER ELKAY *img*	39.896E	159.58
1ea	1ea	RP3614 INTERN REPAIR KIT DELTA	10.077E	10.08
4ea	4ea	1-1/2 CXCXC TEE	21.347E	85.39
6ea	6ea	1-1/2 CXC 90-ELL	10.332E	61.99
6ea	6ea	1-1/2 CXC CPLG	5.671E	34.03
2ea	2ea	2in CXC UNION	78.772E	157.54

2013-25

RECEIVED
JUL 15 2013

Vendor Number 113733
Distribution _____
Voucher Number 113733
Check Code _____
Approved By _____

*1505-100 - 1358.49
7000-000 - 1240-39*

GO FROM GETTING A STATEMENT TO MAKING A STATEMENT
Receive your invoices faster and help save the environment by enrolling in our free e-billing invoicing service! Invoices are sent by email or fax once per day. With email, you can even download your invoice data directly into your accounting package (such as QuickBooks or Peachtree)
Save time. Save money. Save a tree. Enroll in e-Adoption and make a statement
To sign up, contact Debbie at difdeb@metpipe.com.

[Handwritten signature]

[Handwritten signature]
Signature _____ Date _____
Printed Name _____ # Items _____

Net Amt 2446.00
Freight 0.00
Sales Tax 152.88
Total 2598.88

A finance charge of 1 1/2% per month (18% Annual Percentage Rate) will be added to all account balances over 30 days old.
ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE NUMBER.
RETURNS SUBJECT TO HANDLING CHARGES

NET 30 DAYS



Metropolitan Pipe

www.metpipe.com



Serviced By: METROPOLITAN PIPE & SUPPLY CO.
 303 BINNEY STREET
 CAMBRIDGE, MA 02142 1084
 Phone # 617-492-6400 Fax #

** Ship Ticket **
 Order #: 62858103.001
 P/O #: 12979
 Release#:
 Page #: 2

Printed: 12:39:41 09 JUL 2013

Bill To:
 STERLING SUFFOLK DOWNS
 525 MCCLELLAN HIGHWAY
 E BOSTON, MA 02128

Ship To:
 STERLING SUFFOLK DOWNS
 525 MCCLELLAN HIGHWAY
 E BOSTON, MA 02128
 Phone # :617-568-3373

Del. Date	Ship Date	Order	Ship Via	Ordered By
07/09/13	07/09/13	Stephen Smith	OT OUR TRUCK	JIMMY
By Fed. By	Ship Mtd	Salesman	Delivered By	Freight
	Pr. Br:1	House Accounts		Billable

Ordered	Shipped	Product Description		
5ea	6ea	1-1/2 EXC CPLG Loc: M1-1703-0430		
4ea	4ea	1-1/2 EXCXC TEE Loc: M1-2105-0201		
4ea	4ea	LK-35 BASKET STRAINER ELKAY *img* Loc: M2-0415-0301		
1ea	1ea	120-B13 2in BRONZE CIRC W/FLGS TACO Loc: M2-2212-0100		
Received By :		Date : ___/___/___		

A finance charge of 1 1/2% per month (18% Annual Percentage Rate) will be added to all account balances over 30 days old.

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE NUMBER.

RETURNS SUBJECT TO HANDLING CHARGES



SUFFOLK DOWNS®

PURCHASE ORDER 12979
PCF/SD

IMPORTANT: Show above order number on each Package, invoice, Bill of Lading and all Correspondence.

A packing slip MUST accompany this order. If shipper does not comply, this order may be returned at shipper's expense.

STERLING SUFFOLK RACECOURSE, LLC
SUFFOLK DOWNS RACE TRACK
111 WALDEMAR AVENUE
EAST BOSTON, MA 02128

VENDOR: Met Pipe
SHIP TO:

DATE OF ORDER		PROJECT NO.		TERMS	F.O.B	DELIVERY DATE
7/9/13		stock				
QTY. ORDERED	QTY. REC'D	CATALOG #	DESCRIPTION		UNIT PRICE	TOTAL
1. 6			3/4" Psi Caps			
2. 6			3/4" Psi Caps			
3. 4			1/2" Comp. Ball Valves			
4. 6			Delta nipples			
5. 18			S/ram A 37 A			
6. 4			LK35 - strainers			
7. 1			Delta Repair Kit			
8. 1			2" Bronze circ. pump.			
9. 4			1/2 Tees			
10. 6			1/2 90° Elbows			
11. 6			1/2 Couplings			
12. 2			2" Unions			
13.						
14.						
15.						

VENDOR NOTE:

Read conditions on reverse side prior to shipment.

ACCT #
7020-0200

DEPARTMENT
Mant.

REQUISITIONED BY

EXECUTIVE OFFICER

DIRECTOR OF PURCHASING/BUYER



WHITE - VENDOR YELLOW - CONTROLLER PINK - OFFICE/FILE GOLD - DEPARTMENT HEAD



**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

September 26, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-23
Inspection Repairs on Escalator
Request for Consideration

MASSACHUSETTS GAMING
COMMISSION
2016 SEP 28 AM 11:53

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$11,897.37 for the Inspection Repairs on Escalator at Suffolk Downs.

The project involved the repairs of two escalators. The repairs were required to correct deficiencies found during the annual inspection by the Department of Public Safety Elevator Inspector during the annual inspection of September 20, 2013. The repairs were not covered under the service contract. Please note that this Inspection was for the year 2013.

The escalator repairs included in Project SD 2013-8 were performed on January 29, 2013 for the annual inspection of November 1 & 2, 2012.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$11,897.37.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-23 (RFC)



RECEIVED

July 11, 2016

JUL 21 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dixon Salo Architects, Inc.

Dear Neil:

RE: CIF Project SD 2013-23 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-23 (Inspection Repairs on Escalator).

This project was required to maintain the escalator at Suffolk Downs to code.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

- 1. Date July 11, 2016
- 2. Association Making This Request Suffolk Downs

3. Project # 2013-23 (unique project number)

4. Project Inspection Repairs on Escalator unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration RFR / Request for Reimbursement

Capital Improvement Fund Promotional Trust Fund

6. Total Project Amount Requested: \$ 11,897.37 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project was required to maintain the escalator at Suffolk Downs to code.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____

INVOICE



Invoice number: 150923030 Invoice Date: 10/29/2013 Customer PO No: None KONE Order No: 51653701 Service Order: 116134677 Date work performed: 09/20/2013	Area Office: BOSTON - 160 One New Boston Dr Canton MA 02021 Ph: 781-828-6355 Fax: 781-828-6499	KONE Inc., Federal 36 2357423
---	--	---

Bill To: STERLING SUFFOLK DOWNS RE: ACCOUNTING DEPT 525 MCCLELLAN HIGHWAY EAST BOSTON MA 02128 USA	Location/Project: SUFFOLK DOWNS RACETRACK SUFFOLK DOWNS RACETRACK EAST BOSTON MA 02128 USA
--	---

Payment Terms: Net 10	
---------------------------------	--

This invoice is for KONE to replace Brake Shoes on overtime per customers request.

Mechanic 1.5- OT Portion- travel	2.317	HR	\$ 414.21
Mechanic doubletime- OT Portion	7.967	HR	\$ 2,852.61

Subtotal			\$ 3,266.82
Total Invoice Amount			\$ 3,266.82

RECEIVED
NOV 1 2013
By _____

Vendor Number KONE 001
Distribution 7055-400
Voucher Number 115944
Check Code _____
Approved By _____

Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law

Please return this portion with your payment

2013-07

INVOICE

Invoice number: 150924461 Invoice Date: 10/30/2013 Customer PO No: Kone Signed Proposal KONE Order No: 340176533 Service Order: 320182042 Date work performed: 10/29/2013	Area Office: BOSTON - 160 One New Boston Dr Canton MA 02021 Ph: 781-828-6356 Fax: 781-828-6499	KONE Inc., Federal 36 2357423
Bill To: STERLING SUFFOLK DOWNS RE: ACCOUNTING DEPT 525 MCCLELLAN HIGHWAY EAST BOSTON MA 02128 USA	Location/Project: SUFFOLK DOWNS RACETRACK SUFFOLK DOWNS RACETRACK EAST BOSTON MA 02128 USA	
Payment Terms: Net 30		

We provided a KONE Service Technician Team to rectify the items written up during the annual inspection.
 Thank you for choosing KONE.

Contract Price	\$	8,524.00
Previously Invoiced Amount	\$	0.00
Current Billing Amount	\$	8,524.00
Labor	\$	6,819.20
Material	\$	1,704.80
State Tax	\$	106.55
Total Invoice Amount	\$	8,630.55



Vendor Number Ko al 2-001
 Distribution 7085-400
 Voucher Number 1159.47
 Check Code _____
 Approved By _____

Shaw

2013-27

Invoices not paid within 30 days are subject to a service charge of 1.5% per month, or the maximum permitted by law

Please return this portion with your payment

PAYMENT ADVICE

We also accept VISA/Mastercard or EFT payments



Payer: STERLING SUFFOLK DOWNS RE: ACCOUNTING DEPT 525 MCCLELLAN HIGHWAY EAST BOSTON MA 02128	Invoice number: 150924461 Invoice Date: 10/30/2013 Customer Number: 152964 KONE Order No: 340176533 Area Office No: U160 Billing Type: YTBF
Remit to: KONE Inc. P. O. BOX 429 Moline, IL 61266-0429	<i>Use this address for payments only. Direct calls and area correspondence to our area office above.</i> Amount paid if different than invoice amount: \$ INVOICE AMOUNT: \$ 8,630.55

KONE Inc. Repair Proposal

October 15, 2013

Suffolk Downs Race Track
111 Waldmere Ave
East Boston, MA 02128

ATTN: Steve Pini

RE: Retest Violation & Labor

KONE Inc.
One New Boston Drive
Canton, MA 02021
Tel 781-828-6355
Fax 781-828-6499
www.kone.com
julie.piscionere@kone.com

We propose: To furnish and install all the necessary labor, material and supervision to correct all the violations discovered by the Department of Public Safety- Elevator Inspector on September 20, 2013. The Department of Public Safety will not issue a Certificate for Use until all violations are corrected within 90 Days.

Escalator 1-E-7450

The following items are covered under your contract:

The following items are the responsibility of the owner under your contract:

The following item is not covered under your contract

- Replace stop switch buzzer.
- Retest Labor

Escalator 1-E-7449

The following items are covered under your contract:

The following items are the responsibility of the owner under your contract:

The following item is not covered under your contract

- Replace handrail drive belt (left side & right side)
- Retest Labor

Our total price to perform the above-mentioned work amounts to: **\$8,524.00 (Eight Thousand Five Hundred Twenty Four and 00/100 Dollars), plus applicable taxes.**

The above quoted price is based upon a fifty percent (50%) Down Payment. Our price includes applicable labor, material and permit fees. Pricing is subject to KONE's Terms and Conditions for tendered repairs and is valid until 30 days after the above stated proposal date.

During the course of our work, should deficiencies, code violations, or other issues be discovered, we will promptly notify Purchaser and provide a separate quotation to correct these issues. KONE will provide a 90-day labor / material warranty on the work provided within this proposal.

Down payment is due before commencement of proposed labor and material. Work shall not commence until applicable down payment is received.

KONE Inc. Repair Proposal

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of


(Signature)

JOHN F. RIZZO
(Print Name)

CFO
(Print Title)

Date: 10 / 18 / 13

Respectfully submitted by,
KONE Inc.

Julie Piscionere, Sales Representative

(Approved By) Authorized Representative

Title

Date: / /

KONE Inc. Repair Proposal

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

Unless otherwise agreed it is understood the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

Purchaser agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon the transfer, use, ownership or possession of the equipment, imposed by any law enacted after the date of this proposal or imposed upon Purchaser by any existing law.

Purchaser agrees to pay, thirty (30%) percent of the Agreement amount including any accepted options and/or alternates upon acceptance of this proposal.

KONE reserves the right to discontinue our work at any time until we have assurance, satisfactory to us, that payments will be made as agreed.

Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due by KONE within thirty (30) days of invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½% per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to delinquent payments. In the event of default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court cost in connection therewith.

The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

The completion of work or delivery of material specified in this Agreement is subject to delays caused directly or indirectly by embargoes, strikes, lockout, common carriers, accidents or by any other similar or dissimilar cause beyond KONE's control, for which KONE is to be held harmless.

Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working dangerous, KONE reserves the right to discontinue work until such dangerous conditions are corrected.

Should damage occur to KONE's material or work on the premises, where work is to be or is being performed, by fire, theft, or otherwise, the Purchaser is to compensate KONE therefor. Purchaser shall at all times and at Purchaser's own cost, maintain comprehensive bodily injury and property damage insurance (naming KONE Inc. as an additional insured), including bodily injury and property damage caused by the ownership, use or operation of the equipment described herein.

It is expressly understood, in consideration of KONE's performance of the service enumerated at the price stated, that the Purchaser assumes all liability for injury, including death, to any person or persons and for damage to property or loss of use thereof, on account of relating to or resulting from the performance of the work to be done hereunder, and agrees to defend, indemnify and hold harmless KONE, its officers, directors and employees from all damages, claims, suits, expenses and payments on account of or resulting from any such injury, death or damage to property, except that resulting from the sole negligence of KONE.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.



**DIXON SALO
ARCHITECTS
INCORPORATED**

**Neil R. Dixon, Principal
Wayne O. Salo, Principal
Jesse G. Hilgenberg, Principal**

September 26, 2016

Mr. Douglas O'Donnell, Senior Financial Analyst
Massachusetts Gaming Commission/Racing Division
101 Federal Street
Boston, MA 02110

RE: Suffolk Downs
CIF Project SD 2013-24
Lights for Parking Lot
Request for Consideration

2016 SEP 28 AM 11:53

MASSACHUSETTS GAMING
COMMISSION

Dear Mr. O'Donnell:

Attached please find one copy of a Request for Consideration from Suffolk Downs to the Massachusetts Gaming Commission/Racing Division in the amount of \$5,599.50 for the Lights for Parking Lot at Suffolk Downs.

The project involved the repairs of a downed wire and replacement of 6 parking lot light fixture lamps. The repairs were performed in the general parking area lot of the track. The lighting is maintained to provide a safe and secure area where patrons park their vehicles.

Based upon the above, it is the opinion of this office that the project is an appropriate Capital Improvement Fund Project and we recommend that this Request for Consideration be approved by the Massachusetts Gaming Commission/Racing Division in the amount of \$5,599.50.

Should you have any questions please do not hesitate to contact this office.

Very truly yours,
DIXON SALO ARCHITECTS, INC.

Neil R. Dixon,
Principal/Architect
NRD/hs

cc: Chip Tuttle, CFO Suffolk Downs
Enclosure: Suffolk Downs, Request for Considerations CIF Project SD 2013-24 (RFC)



RECEIVED

July 11, 2016

JUL 21 2016

Mr. Neil R. Dixon
Dixon Salo Architects, Inc.
501 Park Avenue, Suite 210
Worcester, MA 01610-1221

Dear Neil:

RE: CIF Project SD 2013-24 (RFC)

Enclosed are three copies of a Request for Consideration from the Running Horse Capital Improvement Trust Fund for Project SD 2013-24 (Lights for Parking Lot).

This project was required for better exterior lighting for security and safety.

Should you have any questions please call me at (617) 568-3327.

Thank you for your consideration of this matter.

Sincerely,

Chip Tuttle
Chief Operating Officer

Encs.
CT:jf

Telephone: 617-567-3900
525 McClellan Highway, East Boston, Massachusetts 02128

Made in Massachusetts



The Commonwealth of Massachusetts

MASSACHUSETTS GAMING COMMISSION

CAPITAL IMPROVEMENT TRUST FUND PROMOTIONAL TRUST FUND

101 Federal Street, 12th Floor
Boston, Massachusetts 02110
Telephone (617) 979-8400 • Fax (617) 725-0258

★ *All information must be complete before any requests (RFC or RFR) can be processed.*

1. Date July 11, 2016

2. Association Making This Request Suffolk Downs

3. Project # 2013-24 (unique project number)

4. Project Lights for Parking Lot unique descriptive title of this project)

5. Type of Request (indicate RFC or RFR)

RFC / Request for Consideration RFR / Request for Reimbursement

Capital Improvement Fund Promotional Trust Fund

6. Total Project Amount Requested: \$ 5,599.50 Estimate / RFC ♦ Actual / RFR

7. *RFC only* – Provide a detailed description of the promotional or capital improvement project including the project objectives, how it will enhance the operations of the association and / or improve attendance and handles at your racetrack.

This project was required for better exterior lighting for security and safety.

RFR only – Requests for reimbursement must contain a listing of all project expenditures by date, paid to and check number. A copy of the invoice and the cancelled check must support each expenditure.

8. For Capital Improvement Projects only, RFC's and RFR's must be submitted to the Commission's architect engineer consultant for review. The consultant makes recommendations to the Trustees relative to the cost and nature of the capital improvement project.

By Track Official: Chip Tuttle Title: Chief Operating Officer Date: July 11, 2016
Chip Tuttle

RFR approval by the Trustees (signature and date) _____



Independent
ELECTRIC SUPPLY

INDEPENDENT ELECTRIC SUPPLY
41 INNER BELT RD.
SOMERVILLE MA 02143
617-625-5155 Fax 617-625-0563

RECEIVED
DEC 27 2013
By _____

INVOICE

INVOICE DATE	INVOICE NUMBER
12/18/13	S1681355.001
PLEASE REMIT PAYMENT TO:	
INDEPENDENT ELECTRIC SUPPLY 41 INNER BELT ROAD SOMERVILLE, MA 02143	

3111 AT 0.384 E0039X 10058 D849992613 P1745850 0001:0001



SUFFOLK DOWNS CORP
525 MCCLELLAN HWY
BOSTON MA 02128-2280

Ship To

SUFFOLK DOWNS CORP
525 MCCLELLAN HIGHWAY
E BOSTON MA 02128

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
1712	STEVE PINI		DAN GRAY	
WRITER	SHIP VIA	SHIP DATE	ORDER DATE	
JEFF CRONIN	OUR TRUCK	12/18/13	11/19/13	
DESCRIPTION	ORDER QTY	SHIP QTY	UNIT PRICE	EXT PRICE
HUB-LT RLC-3-3 RDWAY ARCH CUTOFF GR	6	6	192.000E	1152.00
HUB-LT RLD-40S35-3 RDWAY ARCH PWR-D	6	6	144.000E	864.00

Vendor Number 1108-001
 Distribution 7015-200
 Voucher Number 117017
 Check Code _____
 Approved By _____

2013-28

J.P.

Email Invoicing Now Available!!!

Get your invoices quickly and help save a tree with Independent Electric Supply's email invoicing service. Invoices are emailed in an easy-to-read PDF format.

Email dgray@iesbuy.com and get setup today!

Invoice is due by 01/17/14.

PLEASE NOTE OUR NEW REMIT-TO ADDRESS INDEPENDENT ELECTRIC SUPPLY 41 INNER BELT ROAD SOMERVILLE, MA 02143

All returns are subject to inspection and restocking charge. Past due invoices may be subject to 1.5% late charge.

0001:0001

Subtotal	2016.00
S&H Chgs	7.50
Sales Tax	126.00
Amount Due	2149.50

New England Utilities, Inc.
20 Crystal Street
Wakefield, MA 01880
neutilities@hotmail.com

Date	Invoice #
12/23/2013	255

Bill To
Suffolk Downs Steve Pini 111 Waldemar Avenue East Boston, MA 02128

P.O. No.	Work Order Number

Quantity	Description	Rate	Amount										
1	12/19/13 = 3 men, 1 bucket truck & 1 pick-up truck for 8 hours: Installed 6 new 400w HPS cobra head lamps. Repaired a down wire in parking lot. Lamps were purchased by customer.	3,450.00	3,450.00										
<div data-bbox="714 987 1153 1155" data-label="Text"> <p>2013 - 28</p> </div> <div data-bbox="381 1260 917 1491" data-label="Form"> <table border="1"> <tr> <td>Vendor Number</td> <td>NEWU 025</td> </tr> <tr> <td>Distribution</td> <td>7047-400</td> </tr> <tr> <td>Voucher Number</td> <td>116881</td> </tr> <tr> <td>Check Code</td> <td></td> </tr> <tr> <td>Approved By</td> <td></td> </tr> </table> </div> <div data-bbox="836 1575 1104 1743" data-label="Text"> <p><i>S Pini</i></p> </div>		Vendor Number	NEWU 025	Distribution	7047-400	Voucher Number	116881	Check Code		Approved By			
Vendor Number	NEWU 025												
Distribution	7047-400												
Voucher Number	116881												
Check Code													
Approved By													
		Total	\$3,450.00										



TO: Stephen Crosby, Chairman
Gayle Cameron, Commissioner
Lloyd Macdonald, Commissioner
Bruce Stebbins, Commissioner
Enrique Zuniga, Commissioner

FROM: Alexandra Lightbown, Director of Racing

CC: Ed Bedrosian, Executive Director
Catherine Blue, General Counsel

DATE: October 7, 2016

RE: Plainridge Park Casino, Rescheduling Live Racing
Days

Dear Commissioners:

Steve O'Toole, Director of Racing, Plainridge Park Casino, in consultation with the Harness Horsemen's Association of New England, is requesting approval to replace the cancelled race days of April 19th, August 11th, and September 19th 2016 by adding November 25th, December 1 and 2, 2016 with a post time of 1 pm.

.

Recommendation: That the Commission approve the request of Plainridge Park Casino to replace the three cancelled days with live racing on November 25th, December 1st and 2nd 2016, with a post time of 1 pm.



Massachusetts Gaming Commission

101 Federal Street, 23rd Floor, Boston, Massachusetts 02110 | TEL 617.979.8400 | FAX 617.725.0258 | www.massgaming.com



PLAINRIDGE PARK
CASINO

October 7, 2016

Alexandra Lightbown
Director of Racing
Massachusetts Gaming Commission
101 Federal St.
Boston, MA 02110

Dear Director Lightbown,

Plainridge Park Casino respectfully requests approval to reschedule the previously cancelled days of live racing, Tuesday, April 19th (Technical), Thursday, August 11th (Heat) and Monday, September 19th (Rain and Track Conditions). The proposed dates to be rescheduled are Friday, November 25, Thursday, December 1 and Friday December 2. Post time 1:00pm.

Sincerely,

Steve O'Toole
Director of Racing

cc Robert McHugh, HHANE



Legal Division

Amended Small Business Impact Statement

The Massachusetts Gaming Commission (“Commission”) hereby files this amended small business impact statement in accordance with G.L. c.30A, §5 relative to the proposed amendments in 205 CMR 134.00: Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives, and Labor Organizations; for which a public hearing was held on September 21, 2016. These amendments remove the application submission requirement for non-gaming vendor registrants to have an employee fingerprinted under the supervision of the Commission. The Commission will retain the discretion to require the fingerprinting of officers or employees of any non-gaming registrants. These regulations are largely governed by G.L. c. 23K §§ 3, 12, 16, 30 and 31.

These amendments will apply directly to non-gaming vendors applying for licenses. The amendments will simplify the license application process for these non-gaming vendors. Accordingly, to the extent that non-gaming vendors are small businesses, the amendments may impact small businesses.

In accordance with G.L. c.30A, §5, the Commission offers the following responses on whether any of the following methods of reducing the impact of the proposed regulation on small businesses would hinder achievement of the purpose of the proposed regulation:

1. Establishing less stringent compliance or reporting requirements for small businesses:

There are no less stringent compliance or reporting requirements for small businesses. These amendments will apply to non-gaming vendors applying for licenses. Accordingly, to the extent that non-gaming vendors are small businesses, the amendments are intended to simplify the license application process.

2. Establishing less stringent schedules or deadlines for compliance or reporting requirements for small businesses:

There are no schedules or deadlines for compliance or reporting requirements for small businesses created by these regulations. These amendments will apply to non-gaming vendors applying for licenses. Accordingly, to the extent that non-gaming vendors are small businesses, the amendments are intended to simplify the license application process.



Massachusetts Gaming Commission

3. Consolidating or simplifying compliance or reporting requirements for small businesses:

There are no compliance or reporting requirements for small businesses. These amendments will apply to non-gaming vendors applying for licenses. Accordingly, to the extent that non-gaming vendors are small businesses, the amendments are intended to simplify the license application process.

4. Establishing performance standards for small businesses to replace design or operational standards required in the proposed regulation:

There are no performance standards for small businesses to replace design or operational standards required in the proposed regulations. These amendments will apply to non-gaming vendors applying for licenses. Accordingly, to the extent that non-gaming vendors are small businesses, the amendments are intended to simplify the license application process.

5. An analysis of whether the proposed regulation is likely to deter or encourage the formation of new businesses in the Commonwealth:

G.L. c. 23K was enacted to create a new industry in the Commonwealth and to promote and grow local small businesses and the tourism industry. The proposed regulations are designed to effectuate those intentions and growth, and encourage more applications for vendor licenses, thus encouraging business in the commonwealth.

6. Minimizing adverse impact on small businesses by using alternative regulatory methods:

These regulations do not create any adverse impact on small businesses. The amendments are intended to simplify the license application process.

Massachusetts Gaming Commission
By:

Cecelia M. Porché
Paralegal
Legal Division

Dated: _____



Massachusetts Gaming Commission

205 CMR: MASSACHUSETTS GAMING COMMISSION

205 CMR 134.00: LICENSING AND REGISTRATION OF EMPLOYEES, VENDORS,
JUNKET ENTERPRISES AND REPRESENTATIVES, AND LABOR
ORGANIZATIONS

134.13: Fingerprinting

Each applicant for a key gaming employee license, gaming employee license, gaming service employee registration, **and each qualifier for a gaming vendor applicant or licensee**, ~~or non-gaming vendor registration~~ shall be fingerprinted under the supervision of the Commission. **The Bureau in its discretion may require one or more officers or employees of any non-gaming vendor registrant to be fingerprinted under the supervision of the Commission.** The Commission may, for good cause shown, permit an applicant to alternatively submit three sets of classifiable fingerprints on fingerprint impression cards provided by the Commission.

REGULATORY AUTHORITY

205 CMR 134.00: M.G.L. c. 23K, §§3, 12, 16, 30 and 31

AN ACT RELATIVE TO HORSE RACING AND WAGERING

SECTION 1. Section 7 of chapter 4 of the General Laws, as appearing in the 2014 Official Edition, is hereby amended by striking out clause Tenth and inserting in place thereof the following clause:-

Tenth, “Illegal Gaming”, a banking or percentage game played with cards, dice, tiles or dominoes or an electronic, electrical or mechanical device or machine for money, property, checks, credit or any representative of value, but excluding: (i) a lottery game conducted by the state lottery commission under sections 24, 24A and 27 of chapter 10; (ii) a game conducted under chapter 23K; (iii) pari-mutuel wagering on horse races and greyhound races under chapter 128D; (iv) a game of bingo conducted under chapter 271; and (v) charitable gaming conducted under said chapter 271.

SECTION 2. Chapter 128A of the General Laws is hereby repealed.

SECTION 3. Said chapter 128C is hereby repealed.

SECTION 4. Section 7 of chapter 23K of the General Laws is hereby repealed.

SECTION 5. Section 60 of chapter 23K of the General laws is hereby repealed.

SECTION 6. The General Laws are hereby amended by inserting after chapter 128C the following chapter:-

CHAPTER 128D. HORSE RACING AND WAGERING.

Section 1. Preamble. It is the intent of this chapter to grant the Massachusetts Gaming Commission all necessary authority to oversee and regulate all aspects of horse racing and simulcasting in the Commonwealth with the object of promoting its efficient operation, and the honesty and integrity of the wagering process related to it. It is the further intent of this chapter that the Commission utilize best efforts to ensure that the horse racing industry be preserved and sustained for, amongst other reasons, the preservation of open space, the agricultural benefits associated with horse racing, and the creation and preservation of jobs and businesses associated with horse racing.

Section 2. Terms used in this chapter shall, unless the context otherwise requires, be construed as follows:

“Advance Deposit Wagering”, a form of pari-mutuel wagering in which an individual may deposit money to an account established through an agreement with a holder of a racing meeting license or simulcasting license and use the account balance to make and pay for wagers by the holder of the account which wagers may be made in person, by direct telephone call or by communication through other electronic media by the holder of the account.

“Breaks”, in the case of live horse racing meetings conducted in the commonwealth by a racing meeting licensee, the odd cents over any multiple of 10 cents of winnings per \$1 wagered; provided however, that in the case of live horse racing meeting conducted at a race track outside the commonwealth, the amount of the breaks shall be determined in accordance with the laws of the state in which the race track is located.

"Commission", the Massachusetts gaming commission established in chapter 23K.

“Exotic wager” a bet on the speed or ability of a combination of more than 1 horse in a single race.

“Guest track” a racing meeting licensee or an out-of-state pari-mutuel wagering facility which accepts a simulcast wager on a live race conducted at another track which is presented by simulcast at the facility of the racing meeting licensee or the out-of-state pari-mutuel wagering facility.

“Host track”, a racing meeting licensee or an out-of-state track which conducts a live race which is the subject of intertrack simulcasting and simulcast wagering.

“Pari-mutuel wagering”, a form of wagering on the outcome of an event in which all wagers are pooled and held by an association for distribution of the total amount, less the deductions authorized by law, to holder of tickets on the winning contestants.

"Premium", the amount paid to a racing meeting licensee in addition to a host track fee for purposes of providing a simulcast signal.

“Race track”, a track where live horse racing meetings are held, including but not limited to, grounds, auditoriums, amphitheatres and bleachers, if any, and adjacent places used in connection therewith.

“Racing license”, an authorization awarded by the commission, under specified conditions, to accept wagers on live horse racing conducted on licensed premises in the commonwealth.

“Racing licensee”, is a person who holds a racing license.

"Rebate" a portion of pari-mutuel wagers, otherwise payable to a racing licensee, that is paid to a holder of a pari-mutuel wagering ticket and that reduces the amount otherwise payable to such licensee, including, but not limited to, refunds to holders of pari-mutuel wagering tickets of any portion or percentage of the full face value of a pari-mutuel wager, paying a bonus on a winning pari-mutuel ticket, awards of merchandise, services such as meals, parking, admission, seating and programs, free or reduced cost pari-mutuel wagers, monetary awards, or any other benefit that the commission deems appropriate to reward horse racing patrons for their patronage.

"Simulcast", the broadcast, transmission, receipt or exhibition, by any medium or manner, of a live race conducted live at a race track other than the one at which it is being exhibited at, whether inside or outside the commonwealth, including but not limited to, a system, network, or

programmer which transmits, or receives, television or radio signals by wire, satellite, or otherwise.

“Simulcasting license”, is an authorization awarded to a person by the commission under specified conditions, to accept simulcast wagers.

“Simulcast licensee”, a person who holds a simulcasting license.

"Simulcast wager", a wager taken by a simulcast licensee on a race that is simulcast.

“Takeout”, monies deducted from a pari-mutuel wager as required by the commission prior to payment of winnings.

Section 2. The commission shall have all powers necessary or convenient to effectively regulate horse racing. simulcasting and pari-mutuel wagering including, but not limited to, the power to adopt, amend or repeal regulations for the implementation, administration and enforcement of this chapter. The commission shall not issue a prohibition on horse racing or simulcasting or related wagering thereon; provided, however, that the commission may use its powers to act on each individual licensing decision or in all other decisions in the best interest of horse racing with the object of promoting its efficient operation and the honesty and integrity of the wagering process related to it.

The commission shall administer and enforce any general and special law related to pari-mutuel wagering and simulcasting. The commission shall serve as a host racing commission and an off-track betting commission for the purposes of 15 U.S.C. 3001 et seq. The commission shall have all requisite powers afforded in accordance with section 4 of chapter 23K. The power and authority granted to the commission shall be construed as broadly as necessary for the implementation, administration and enforcement of this chapter.

Section 3. (a) The commission shall promulgate regulations for the implementation, administration and enforcement of this chapter including, without limitation, regulations that:

(i) prescribe the application process and criteria for evaluation of the application and renewal for a racing license; provided, however, in determining whether to award or renew a racing license the commission shall take into consideration the physical location of the race track as it relates other proposed and licensed tracks, whether the race track will maximize benefits to the commonwealth, the support or opposition to each applicant from the public, and any other considerations deemed relevant by the commission;

(ii) prescribe the process and criteria for evaluation of the application and renewal of a simulcasting license, provided, however that a simulcasting license shall be limited to a race meeting licensee, a gaming licensee pursuant to chapter 23K or an entity licensed under chapters 128A or 128C to conduct simulcasting as of June 1, 2016 and in granting a simulcasting license to a gaming licensee, the commission shall take into consideration the impact on existing facilities previously licensed pursuant to said chapters 128A and 128C;

- (iii) prescribe the minimum number of live racing days required to be held by a racing licensee;
- (iv) prescribe rules governing live horse racing, pari-mutuel wagering, simulcasting and simulcast wagering;
- (v) prescribe requirements that may direct a percentage of wagering received on in-state and out-of-state horse races to the Race Horse Development Fund established in section 8 to support purse assistance and breeding programs;
- (vi) prescribe the amount and manner that premiums, if any, will be assessed upon the racing meeting and/or simulcasting licensees;
- (vii) prescribe the amount and manner of takeouts;
- (viii) prescribe procedures and requirements for the use of breaks and unclaimed wagers;
- (ix) establish uniform standards and requirements for horse racing including, but not limited to, safety standards for horses, jockeys, drivers, and other participants, and for the drug testing of horses and jockeys and drivers;
- (x) prescribe the types of allowable wagers;
- (xi) prescribe procedures for the use of advance deposit wagering accounts including electronic components of advance deposit wagering account, rebates and rewards;
- (xii) prescribe the manner in which judges, stewards and race officials will be qualified and appointed;
- (xiii) develop procedures for the voluntary and involuntary exclusion of patrons from a race track in a manner consistent with section 45 of chapter 23K;
- (xiv) require racing meeting licensees and simulcasting licensees to develop protocols to prevent underage wagering and establish security procedures for ensuring the safety of minors at race tracks;
- (xv) prescribe the minimum internal control procedures for racing meeting licensees and simulcasting licensees including those for effective control over the internal fiscal affairs of a licensee, including provisions for implementation of a uniform standard of accounting, the safeguarding of assets and revenues, the recording of cash and evidence of indebtedness and the maintenance of reliable records, accounts and reports of transactions, operations and events, including reports to the commission;
- (xvi) establish licensure and registration procedures for employees of racing meeting licensees and simulcasting licensees not working at a gaming establishment pursuant to chapter 23K;

- (xvii) establish licensure and registration provisions for veterinarians, blacksmiths, owners, trainers, jockeys and stable employees performing work at race tracks;
 - (xviii) require that all employees of a racing meeting licensee and simulcasting licensee who have racing or simulcasting responsibilities, be properly trained in their respective professions;
 - (xix) establish procedures governing the operation of the Racehorse Development Fund established pursuant to section 8 of this chapter;
 - (xx) prescribe grounds and procedures for the revocation, termination or suspension of licenses and registrations issued by the commission, and for the issuance of discipline or fines to persons holding licenses and registrations granted by the commission;
 - (xxi) prescribe the allocation of funds from racing meeting licensees and simulcast licensees for the purpose of funding the activities of the commission relative to racing; and
 - (xxii) prescribe any other issues related to the honest conduct of horse racing, simulcasting and wagering related to horse racing and simulcasting.
- (b) The commission may, pursuant to section 2 of chapter 30A, promulgate, amend or repeal any regulation promulgated under this chapter as an emergency regulation if such regulation is necessary to protect the interests of the commonwealth in regulating horse racing.

Section 4. The commission may inspect and shall have access to the entire race track and premises associated therewith upon which activity is conducted pursuant to a racing meeting license or a simulcasting license issued in accordance with this chapter or chapter 23K including all records, documents, systems, equipment, and supplies on the premises.

Section 5. The commission may audit as often as the commission determines necessary the accounts, programs, activities, and functions of all racing meeting licensees and simulcasting licensees. To conduct the audit, authorized officers and employees of the commission or consultants contracted by the commission shall have access to such accounts at reasonable times, upon reasonable notice and the commission may require the production of books, documents, vouchers and other records relating to any matter within the scope of the audit.

Section 6. Each racing meeting licensee and simulcasting licensee shall make readily available to the commission all documents, materials, equipment, personnel and any other items requested during an investigation; provided, however, that material that a racing meeting licensee or simulcasting licensee considers a trade secret may, with the commission's approval, be protected from public disclosure and the licensee may require nondisclosure agreements with the commission before disclosing such material.

Section 7. The commission shall establish application fees for all licenses, approvals, and renewals awarded under this chapter which shall include costs incurred for conducting a background investigation into an applicant. The commission may seek reimbursement from an applicant for any costs of investigation in excess of the initial application or renewal fee.

Section 8. (a) There shall be a Race Horse Development Fund to be administered by the commission which shall be used to support the best interest of the horse racing industry. The fund shall consist of monies deposited under subsection (c) of section 55 of chapter 23K, subclause (l) of clause (2) of section 59 of said chapter 23K and any money and any monies credited to or transferred to the fund from any other fund or source, including gifts, grants and donations. Amounts credited to the fund shall be expended:

- (i) to fund purses for live horse racing meetings;
 - (ii) to support the general welfare of the horse racing and simulcasting industry in the commonwealth;
 - (iii) for a commission program that supports health, pension, life insurance and other benefits deemed appropriate by the commission for owners, trainers, breeders, jockeys, drivers and other associated with horse racing;
 - (iv) to support the equine economy which shall include but not be limited to commonwealth bred thoroughbred and Standardbred horses and veterinary medicine including but not limited to Tufts University School of Veterinary Medicine, equine care, open space preservation and equestrian sport and therapeutic programs.
- (b) The commission shall ensure that not less than 50 per cent of amounts credited to the fund are available for purses under clause (i) in any year where live horse racing is conducted in the commonwealth and is sufficient to sustain those purse funds. No expenditure from the fund shall cause it to be in deficiency at the close of a fiscal year.
- (c) All monies in the Race Horse Development Fund on the effective day of this chapter pursuant to section 60 of chapter 23K of the General Laws shall be transferred to the Race Horse Development Fund established in section 8 of this chapter 128D of the General Laws. On and after the effective date of this chapter, all funds directed by any general or special law to be deposited in the Race Horse Development Fund established in section 60 of chapter 23K shall be deposited into the Race Horse Development Fund established in said section 8 of this chapter 128D.

Section 9. (a) A racing meeting licensee that conducts pari-mutuel betting on horse races conducted on a licensed race track, shall distribute all sums deposited in any pari-mutuel pool to the holders of winning tickets therein less any takeouts as determined by the commission.

(b) A simulcasting licensee acting as a guest track shall return to the winning patrons wagering on such simulcast races all sums so deposited as an award or dividend, less any takeouts as determined by the commission.

Section 10. Notwithstanding this chapter or any general or special law to the contrary, no live dog racing meeting or live racing meeting where any form of betting or wagering on the speed or ability of dogs occurs shall be conducted or permitted in this commonwealth and the commission

is hereby prohibited from accepting or approving any application or request for racing dates for live dog racing.

Any person who violates this section relative to live dog racing shall be subject to a civil penalty of not less than \$20,000 which shall be payable to the commission and used for administrative purposes of the commission.

Section 11. Any person who accepts or pays out a wager or bet on the results of any horse race or dog race, or aids or abets any of the foregoing types of wagering or betting, except as permitted by this chapter, shall for a first offence be punished by a fine of not more than \$2000 and imprisonment in the house of correction for not more than 1 year, and for a subsequent offence by a fine of not more than \$10,000 and imprisonment in the house of correction for not more than 2 years or both such fine or imprisonment.

Section 12. The commission shall provide an annual report of activity conducted pursuant to this chapter. The report shall include, but not be limited to, an analysis of commission activities designed to further the race horse industry and equine economy; a full and complete statement of revenues, expenditures and the balance of the Race Horse Development Fund; an accounting of funds received from racing meeting licensees and simulcast licensees for the purpose of funding the activities of the commission; and an accounting of projected expenditures from the Race Horse Development Fund in the next year. The report shall be made available on the commission's website and filed annually with the clerks of the house of representatives and the senate, the chairs of the house and senate committees on ways and means and the chairs of the joint committee on economic development and emerging technologies not later than March 1 of each calendar year.



An Act to Enable Municipal and Regional Planning Agency Employees to Fully Participate in Gaming Policy Advisory Committees

Section 1. Section 68 of chapter 23K of the General Laws, as appearing in the 2014 Official Edition, is hereby amended by inserting at the end the following paragraph:

(f) A municipal employee serving as a member of an advisory committee or subcommittee created by this section shall not violate section 4 of Chapter 268A by expressing the views of his employing municipality or regional planning agency during committee or subcommittee meetings or by receiving his usual compensation as a municipal employee or by performing the usual duties of his municipal employment, including acting as an agent or attorney for the municipality or regional planning agency, in relation to particular matters in which he participated or which are, or in the prior year have been a subject of his official responsibility as a member of the advisory committee or subcommittee or which are pending before the advisory committee or subcommittee.



Massachusetts Gaming Commission

No Documents