



MASSACHUSETTS GAMING COMMISSION
PUBLIC MEETING #171

December 3, 2015
10:30 a.m.
MassMutual Center
1277 Main Street, Room 4 & 5
Springfield, MA



Massachusetts Gaming Commission



NOTICE OF MEETING/HEARING and AGENDA

December 3, 2015

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, December 3, 2015
10:30 a.m.
MassMutual Center
1277 Main Street, Room 4 & 5
Springfield, MA**

PUBLIC MEETING - #171

1. Call to order
2. Approval of Minutes
 - a. November 12, 2015
3. Administration – Karen Wells, Interim Executive Director
 - a. General Update
4. Legal Division -- Catherine Blue, General Counsel
 - a. Regulation Grid Review and Proposed Regulation Changes
 - b. Discussion of Tribal Operations Under Compact
5. Fantasy Sports Update – Chairman Crosby
6. Research and Responsible Gaming – Mark Vander Linden, Director
 - a. 2016 Research Agenda
7. Investigations and Enforcement Bureau – Karen Wells, Director
 - a. Key Gaming Executive License – VOTE
 - b. LMS Update
 - c. Emergency Amendments to Licensing Regulations
 - i. Temporary Licensing Regulations – 205 CMR 134.12
 - ii. Terms of Licenses – 205 CMR 134.16
 - iii. Qualification of New Qualifiers – 205 CMR 116.07



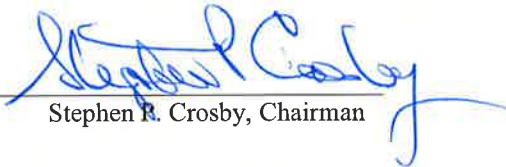
Massachusetts Gaming Commission

8. Ombudsman – John Ziembra
 - a. MGM Section 61 Status
 - b. MGM Design Change Presentation - Mike Mathis, Seth Stratton, Brian Packer and Jed Nosal
9. Other business – reserved for matters the Chair did not reasonably anticipate at the time of posting.

2:30 Public Hearing Regarding MGM Design Changes

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

11/30/15
(Date)


Stephen R. Crosby, Chairman

Date Posted to Website: December 1, 2015 at 10:30 a.m.



Massachusetts Gaming Commission



Meeting Minutes

Date/Time: November 12, 2015

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

[10:31 a.m.](#) Chairman Crosby called to order the 169th Commission Meeting.

Other Business

See transcript page 2-6

[10:31 a.m.](#) Chairman Crosby noted that after the agenda was published there was a development in fantasy sports which has caused interest and inquiry. Chairman Crosby stated that the Commission has no statutory responsibility in this area but is reaching out to experts and coordinating with the Attorney General to inform decision makers as quickly as possible. He also stated that they hope to create a template to guide decision makers on future internet gaming matters.

Approval of Minutes

See transcript pages 6-8

[10:35 a.m.](#) *Commissioner Zuniga moved for the approval of the October 29, 2015 minutes with reservation of power to correct mechanical and typographical errors. Motion seconded by Commissioner Cameron. Commissioner*

Macdonald abstained from the vote as he was not present for the meeting. Motion passed unanimously.

Commissioner Zuniga moved for the approval of the November 5, 2015 minutes with reservation of power to correct mechanical and typographical errors. Motion seconded by Commissioner Cameron. Chairman Crosby noted that the minutes need to be corrected to reflect that Larry DiCara is a former Boston City Councilor not a current City Councilor. Motion passed unanimously.

Administration

See transcript pages 8-38

- [10:37 a.m.](#) Derek Lennon, Chief Financial and Accounting Officer, provided a summary of the FY15 closeout and an update on the FY16 first quarter budget.
- [10:47 a.m.](#) Agnes Beaulieu, Finance and Budget Officer Manager, provided a report on the supplier diversity spending benchmarks for FY15 and FY16.
- [10:50 a.m.](#) Trupti Banda, Human Resources Manager, provided a report on Commission employee statistics which included: number of employees, new hires, diversity goal, gender, ethnicity, veteran status, and diversity efforts.
- [10:56 a.m.](#) Trupti Banda, Human Resources Manager, presented on a new policy – workplace flexibility; and revised policies for office closure during inclement weather/essential employees, and holiday compensation.
- [11:10 a.m.](#) *Commissioner Zuniga moved that the Commission approve the workplace flexibility policy, the holiday policy, and the inclement weather policy as submitted and discussed. Motion seconded by Commissioner Cameron. Motion passed unanimously.*
- [11:11 a.m.](#) The Commission took a short recess.
- [11:16 a.m.](#) The meeting resumed.

Ombudsman

See transcript pages 39-89

- [11:17 a.m.](#) Ombudsman John Ziemba provided an update on the Mass Gaming & Entertainment (MG&E) surrounding community petitions and noted that the Town of Pembroke and MG&E have reached an agreement and therefore no hearing will be necessary.

Ombudsman Ziemba provided a report on the draft 2016 mitigation fund request application. He provided a summary of the fund application process and noted changes to the fund guidelines.

[12:11 p.m.](#) The Commission took a short recess.

[12:19 p.m.](#) The meeting resumed.

Workforce, Supplier and Diversity Development

See transcript pages 90-130

[12:19 p.m.](#) Director Jill Griffin provided an overview of the MG&E impacted live entertainment venue (“ILEV”) petitions and process. She noted that two petitions have been received on behalf of six facilities. She also noted that two venues have come to mutual agreements with MG&E and have withdrawn their applications.

[12:23 p.m.](#) Attorney Peter Martin, representing the Mass Performing Arts Coalition (“MPAC”), presented on a request for ILEV designation for four venues. He highlighted points made in a letter dated November 9, 2015 by President Tony Siebel to the Commission.

[12:27 p.m.](#) Vincent Longo, representing the Cape Cod Melody Tent and South Shore Music Circus, noted that the prospect of a Taunton casino will change the landscape because they will have the ability to book acts and have no restrictions on advertisement. Mr. Longo stated if two casino venues are put in the region his venues will not do well and the agents are going to go where the money is – at the casinos.

[12:49 p.m.](#) Attorney Jack Yuntis, representing MG&E, reported that they will continue to work with MPAC and they are doing everything they can to resolve this matter out of respect for the arts and entertainment. He noted that the company has a history of supporting the community. He also noted that the four venues are not within their competitive arena.

[12:55 p.m.](#) Charles LeRay, representing MG&E, noted that they are working hard to reach an agreement. He also noted that MG&E is looking for a multiuse facility that is different from the Lynn and Cape Cod entertainment venues. He noted that the physical difference of space will accommodate different acts.

[1:01 p.m.](#) George Carney noted his experience with agents and the entertainment business. He stated that acts going to Brockton will have no effect on Cape Cod as they have two different audiences.

[1:05 p.m.](#) The Commission took a short recess.

[1:11 p.m.](#) The meeting resumed.

Racing Division

See transcript page 130-186

[1:11 p.m.](#) Director Alexandra Lightbown presented on the following applications received by the Commission to conduct horse racing in 2016: Plainville Gaming and Redevelopment (Plainridge Racecourse) to conduct 115 days of harness racing, Sterling Suffolk Racecourse (Suffolk Downs) to conduct

six days of running horse racing, Brockton Agricultural Society (Brockton fair) to conduct 15 days of running horse racing, and the Middleborough Agricultural Society to conduct 15 days of horse racing.

- [1:12 p.m.](#) General Counsel Catherine Blue presented on the simulcast rules and clarified that there is a possibility that racing days scheduled after July 2016 will not be valid if the legislature does not extend the statute.
- [1:15 p.m.](#) Director Lightbown reported on the Plainridge Racecourse application for harness racing and recommended that the Commission approve the application with a condition to have an independent review of the track surface prior to racing.
- [1:25 p.m.](#) *Commissioner Cameron moved that the Commission approve the 2016 license application for Plainridge Gaming and Redevelopment, Plainridge Racecourse for 115 days of racing with the condition that a safety check of the track is conducted before racing on the track. Motion seconded by Commissioner Zuniga. Motion passed unanimously.*
- [1:26 p.m.](#) Director Lightbown noted that the Commission will not be addressing the splinter horsemen's groups and recognition today. The Commission will take up this matter at a later date.
- Director Lightbown presented on the Suffolk Downs application and stated that they meet the requirements of 128A. She also noted that she is currently reviewing the purse distributions for the 2015 meet.
- [1:38 p.m.](#) Director Lightbown presented on the Brockton Agricultural Society and Middleborough Agricultural Society applications for thoroughbred horse racing in 2016. She noted that the applications meet the requirements of 128A but that some parts of the application are incomplete. She also noted that the facility needs upgrading and the track is small. Dr. Lightbown stated that the two applications would give the Commonwealth 30 racing days.
- [1:53 p.m.](#) Director Lightbown recommended that the Commission approve the Suffolk Downs racing application with conditions.
- [1:57 p.m.](#) Commissioner Cameron commented on the racing public hearings and public comments received.
- [2:03 p.m.](#) *Commissioner Cameron moved that the Commission approve the application of Sterling Suffolk Racecourse, LLC Suffolk Downs for live running horse racing in 2016 with the following conditions: Suffolk Downs will have an independent expert review the track surface prior to racing for safety; every effort will be made to limit the number of steeplechase races; after each two days of racing, Suffolk will report to the Commission the number and percentage of recent Suffolk horsemen and horses that benefit from their races; Suffolk Downs will work with Brockton and Middleborough so that they race on different days; and Suffolk Downs will*

request in writing to the Commission how much money they would like from the Race Horse Development Fund and how that money will be spent. Motion seconded by Commissioner Macdonald. Motion passed unanimously.

2:05 p.m. Director Lightbown reported on recommendation to approve, with conditions, the racing applications for the Brockton Agricultural Society and the Middleborough Agricultural Society.

2:06 p.m. *Commissioner Cameron moved that the Commission approve the application for the Brockton Agricultural Society (Brockton) for live running horse racing in 2016 with the following conditions: at least 30 days before the first race they provide the Commission with the information needed to complete their application; Brockton will have an independent expert review the track surface prior to racing for safety; a good faith effort will be made toward obtaining NTRA safety and integrity alliance accreditation; after 15 days of racing, Brockton will report to the Commission the number and percentage of recent Suffolk horseman and horses that benefit from their races; Brockton will work with Suffolk Downs so they race on different days; and Brockton will request in writing to the Commission how much money they would like from the Race Horse Development Fund and how it will be spent. Motion seconded by Commissioner Macdonald. Motion passed unanimously.*

Commissioner Cameron moved that the Commission approve the application for the Middleborough Agricultural Society (Middleborough) for live running horse racing in 2016 with the following conditions: at least 30 days before the first race they provide the Commission with the information needed to complete their application; Middleborough will have an independent expert review the track surface prior to racing for safety; a good faith effort will be made toward obtaining the NTRA safety and integrity alliance accreditation; after 15 days of racing, Middleborough will report to the Commission the number and percentage of recent Suffolk horseman and horses that benefited from their races; Middleborough will work with Suffolk Downs so they race on different days; and Middleborough will request in writing to the Commission how much money they would like from the Race Horse Development Fund and how it will be spent. Motion seconded by Commissioner Macdonald. Motion passed unanimously

2:09 p.m. The Commission recessed for lunch.

2:48 p.m. The meeting resumed.

Investigations and Enforcement Bureau

See transcript pages 187-213

2:48 p.m. Investigations and Enforcement Bureau (“IEB”) Director Karen Wells introduced a new employee, Marlon Polite, who will serve as the Financial Investigations Supervisor in the IEB. Director Wells also provided a summary of his professional background.

[2:52 p.m.](#) IEB Assistant Director and Gaming Agents Division Chief Bruce Band, and Licensing Director Paul Connelly, provided a report on the Plainridge Park Casino Performance Metrics which included the number of active employees and vendors, the number of patron complaints, and the number of minors and underage youth. They noted that the slot machine revenue is already posted on the website and the metrics will be posted on a monthly basis.

[3:12 p.m.](#) Director Wells reported on Plainridge Park Casino temporary key gaming standard licenses issued to Sherry Baker, Player Services Supervisor; and Michael Miliano, Lead Surveillance Agent. Director Wells also reported on recommendation for key gaming executive license for Jason Gittle.

[3:15 p.m.](#) *Commissioner Cameron moved that the Commission license as a key gaming executive Mr. Jason Gittle. Motion seconded by Commissioner Stebbins. Motion passed unanimously.*

Information Technology Division

See transcript pages 213-257

[3:17 p.m.](#) Deputy General Counsel Todd Grossman and Gaming Technology Manager Floyd Barroga presented on skill based gaming which included: an overview of the different types of skill based games, legal definitions, and need to develop regulations.

[4:05 p.m.](#) Chief Information Officer John Glennon provided an update on the CMS (Central Management System) which included start up on October 19th and they expect all of the systems to be online by November 20th. He also reported they are working on the backup data center.

Research and Responsible Gaming

See transcript pages 258-269

[4:07 p.m.](#) Director Mark Vander Linden and Jason Gittle provided an update on the Play Management timeline which included successful installation, user acceptance and content testing, training of super users, installation of software, and go live date on January 12th.

Other Business Not Reasonably Anticipated

See transcript pages 270-273

[4:22 p.m.](#) Commissioner Zuniga provided a summary of his testimony before the Joint Committee of the Legislature for Economic Development and Emerging Technologies pertaining to a proposed bill on charitable gaming.

[4:26 p.m.](#) *Having no further business, a motion to adjourn was made by Commissioner Cameron. Motion seconded by Commissioner Macdonald. Motion passed unanimously.*

List of Documents and Other Items Used

1. Massachusetts Gaming Commission, Notice of Meeting and Agenda dated November 12, 2015
2. Massachusetts Gaming Commission, Draft Meeting Minutes dated October 29, 2015
3. Massachusetts Gaming Commission, Draft Meeting Minutes dated November 5, 2015
4. Massachusetts Gaming Commission, Memorandum dated November 12, 2015 regarding Fiscal Year 2016 (FY16) First Budget Update with attachments
5. Massachusetts Gaming Commission, Supplier Diversity Program FY15 Benchmarks Calculation Forms
6. Massachusetts Gaming Commission Presentation Slides: Employee Statistics, Diversity Goal, Gender Demographics, Ethnicity of Employees, and Diversity Efforts.
7. Massachusetts Gaming Commission Policies: Essential Personnel Designation and Notification Form, Workplace Flexibility, Holidays, and Office Closure/Inclement Weather.
8. Letter from Pembroke Board of Selectmen to the Massachusetts Gaming Commission, dated October 8, 2015 regarding surrounding community petition.
9. Letter from Charles Le Ray to the Massachusetts Gaming Commission, dated October 19, 2015 regarding Request by the Town of Pembroke for Designation as Surrounding Community with attachments
10. Letter from the Brockton 21st Century Corporation to the Massachusetts Gaming Commission, dated October 13, 2015 regarding Impacted Live Entertainment Venue
11. Letter from the Massachusetts Performing Arts Coalition to the Massachusetts Gaming Commission, dated October 8, 2015 regarding Impacted Live Entertainment Venue
12. Letter from Charles Le Ray to the Massachusetts Gaming Commission, dated October 23, 2015 regarding Request by MPAC for ILEV Designations
13. Letter from President Tony Siebel, Massachusetts Performing Arts Coalition, to the Massachusetts Gaming Commission, dated November 9, 2015 regarding Impacted Live Entertainment Designation
14. Massachusetts Gaming Commission, Memorandum dated November 9, 2015 regarding Draft 2016 Mitigation Fund Guidelines with attachment
15. Massachusetts Gaming Commission Charts, Plainridge Park Casino Performance Metrics
16. Massachusetts Gaming Commission, Memorandum dated November 12, 2015 regarding Temporary Key Gaming Employee Licenses Issued
17. Massachusetts Gaming Commission, Skill Based Electronic Gaming Devices Presentation, dated November 12, 2015
18. Massachusetts Gaming Commission, Central Management System (CMS) Project Update Presentation
19. Massachusetts Gaming Commission, Memorandum dated November 12, 2015 regarding Update on Play Management Timeline with attachment
20. Massachusetts Gaming Commission, Memorandum dated November 9, 2015 regarding Applications to Conduct Live Horse Racing in 2016
21. Public Comments regarding Horse Racing Applications (email submissions)

/s/ Catherine Blue

Catherine Blue, Assistant Secretary

No Documents

REGULATIONS FRAMEWORK- PHASE 3

#	REGULATION TO BE ADDRESSED	STAFF	DRAFT → MGC	COMPLETE
NEW REGULATIONS				
1	Skill based gaming	FB/JG/TG		
2	Renewal of a gaming license	CB		
3	Making IC regs applicable to racing operation	TG		
4	Table games- rules	BB/TG/CT		
5	Table games- controls	BB/TG		
6	Gaming Equipment regulations	BB/LL		
7	Junkets	TG/CT		
8	Process for recognition of thoroughbred association	CB/CT/TG		
9	(reserved)			
10	(reserved)			
11	(reserved)			
AMENDMENTS TO EXISTING REGULATIONS				
12	205 CMR - General citation and typo corrections	CT		
13	Electronic Gaming Device regulations – review of open GLI standard issues, clarify certification/registration process	FB/JG/TG		
14	Racing- administrative procedures	CT		
15	Addition of a regulation that allows for an application for licensure to be administratively closed for non-responsiveness by the applicant	LL		
16	Modification of the Involuntary Exclusion list regulation (as discussed in the public meeting)			
17	Modification of the license term for Primary Vendors in the first instance given the timing of the 2018 proposed opening of MGM and Wynn	LL		
18	Modification of certain parts of 134.07 that detail what is required as part of a license application (Our immediate request is for modification of the reg to allow for changes to the Gaming service Employee application, noting that we are conducting a review of all the applications and may request other modifications as well.)	EZ/CB		
19	Modification to 102.02 (definitions) – Currently it defines Deputy Director as “the Deputy Director of the Bureau” – where it should really be “Deputy Director of the Agency”			
20	Addition of a reg for new qualifiers for gaming licenses where it allows for the qualifier to engage in newly appointed responsibilities without having to wait for the completion of a background check. (ex. A new board member appointed.)	LL		
21	References to “IEB” – change to “Bureau”	CT		
22	Add headings to several very dense sections (inconsistency in heading usage)	CT		
23	Updates to hearing regs: Merge all hearing procedure regs into 101 (removal from various other sections) <ul style="list-style-type: none"> • 101.03(1) – is IEB currently using a form to request review? The language on how a request for review operates as a stay is inapplicable to many decisions – it needs clarification 	JS		

REGULATIONS FRAMEWORK- PHASE 3

	<ul style="list-style-type: none"> • 101.03(2) – should this section include the regulations on the initial appeal level at racing (3 judge panel)? Should it refer to those regulations (to the extent they exist)? • 101.03(6) – change “shall be due” to “shall be filed” • 101.03(7) – a party should be able to file exhibits without a brief, as the regulation currently reads one can only file exhibits attached to a brief • 101.03(11) – this isn’t required under the informal hearing regulations but is required here – need to harmonize • 101.03(12) – Need to establish regulations if a party wants to file a post hearing brief or if they should even be allowed to absent the hearing officer asking for one (IEB just filed one on its own recently) • 101.04(1) – again you can’t stay certain decisions (employment) thus this language needs to be altered • 101.04(2) – this section says a request for review “must” be filed within 30 days but then has provisions for what happens if filed beyond 30 days – can this second option be eliminated? Can party be barred if they miss the 30 day filing window? • 101.04(6) – should this section set up a timeframe by which the commission will review? For example, at least days out from receipt? • 101.04(2)- which only references judge or steward orders – insert “Bureau” to also reference Bureau orders/fines • The IEB regulations and G.L. c. 23K, section 30(g) both state that the decision of the commission is final and “an applicant for a key gaming employee or gaming employee license shall not be entitled to further review,” yet our regulations on the commission appeal process (101.05) indicate that “Decisions by the commission ... may be reviewed by the appropriate court pursuant to the provisions of M.G.L. c. 30A and M.G.L. c. 23K.” 			
24	134.09 – this includes a separate section on appealing a licensing determination, why? Can’t it just refer back to 101?	JS		
25	Review/updated confidentiality regulations- 103.00	CT		
26	Insert language in 106.02(5) (re notice of public hearing) indicating compliance with 30A (“specifically provided by any other law”)			
27	Revise 130.06 (termination of conservatorship) to include conclusion of suspension as reason for termination			
28	Add the following procedure requirements to 133.06(9) (written policy for compliance with self-exclusion program): prevent employees from permitting anyone on self-exclusion list from entering gaming area, periodic review of compliance			
29	Insert following 133.06(10) a section for sanctions against an employee who fails to comply with self-exclusion procedures			

REGULATIONS FRAMEWORK- PHASE 3

	(133.07 is sanctions against gaming establishment, but we may want the ability to sanction/fine the employees themselves).			
30	Revise 138 for organizational issues			
31	Amend 138.05(2)(j) – text is missing			
32	Insert in 141.06 (notice to commission of changes in surveillance plan) – (5) ratio between the number of surveillance operations and square footage of areas to be covered changes			
33	Revise 141.08 – second sentence of (b) applies to both (a) and (b)			
34	138.04(2)(g)(7) and (h) delete audit and compliance committee minutes requirement.	TG		
35	139.04- add data collection and reporting requirement re: length of time employees have resided in present community (more than a year, relocate, etc.)	JG/TG		
36	139.04- multi-tiered calculation of MBE/WBE.VBE participation	JG/TG		



**MASSACHUSETTS GAMING COMMISSION'S
RIGHTS AND RESPONSIBILITIES PURSUANT TO THE
MASHPEE WAMPANOAG
TRIBAL-STATE COMPACT**



Massachusetts Gaming Commission

Contents

I.	Regulatory Role of Commonwealth.....	3
II.	MGC’s Enforcement Power.....	4
III.	Construction, Inspections, and MGC Access.....	7
IV.	Licensing of Employees and Vendors.....	16
V.	Gaming Operations	26
VI.	Gaming Activity.....	32
VII.	Financial Rights and Responsibilities	34
VIII.	Records.....	46
IX.	Dispute Resolution	49
X.	Internet Gaming	49

Pursuant to the Mashpee Wampanoag (“Tribe”) Tribal-State Compact, the Massachusetts Gaming Commission (“MGC”) has a number of rights and responsibilities related to regulating the Enterprise and the Facility. These rights and responsibilities are outlined below.

I. Regulatory Role of Commonwealth

A. Regulatory Role of MGC

Summary: The Commonwealth has the authority and responsibility to regulate the gaming operation under the Compact, and may exercise its regulatory role through the MGC or other state entities upon written notice from the Governor to the Tribe.

Comments: These provisions implicitly recognize the sovereignty of the Tribe and that by entering into this Compact the Tribe has voluntarily subjected itself to state oversight according to the terms of the agreement. See also Part 6.6.6.

Compact Language:

6.2. State Duty to Regulate. The Commonwealth shall have the authority and responsibility to regulate the Gaming Operation as provided in this Compact.

6.6.1. Regulatory Role. The Commonwealth may exercise its regulatory role under this Compact through the MGC or one or more other State agencies as the Commonwealth may designate by written notice from the Governor to the Tribe.

B. Regulatory Contractors

Summary: The MGC has the authority to contract with private entities to perform certain regulatory functions, but must maintain a single point of contact with the Tribal Gaming Commission (“TGC”) or its Executive Director.

Comments: Pursuant to M.G.L. c. 23K, § 4, the MGC has the authority to enter into contracts. If it were to contract with a private entity to perform any regulatory functions under this Compact, though, that entity would have to obtain licensure from the Tribe.

Compact Language:

6.6.4. Outsourcing. The MGC may contract with private persons, firms or other entities for the purpose of performing certain of its regulatory functions, but the MGC will maintain a single point of contact with the TGC or its Executive Director. Any such private persons, firms or entities shall be required to be licensed by the TGC and subject to a background investigation as rigorous as that required of a

Key Gaming Employee.

II. MGC's Enforcement Power

A. No Interference with Operations

Summary: MGC personnel and contractors must not interfere with the gaming operation except as required to perform regulatory functions permitted by the Compact.

Comments: The Tribe is a federally-recognized Indian tribe and possesses sovereign powers and rights of self-government. Unless a function is specifically included in the Compact, the MGC may not interfere. Those areas in which the MGC has authority are listed throughout this document. See also Part 6.2.

Compact Language:

6.6.6. Non-Interference with Operations. Personnel employed by or under contract with the MGC shall not interfere with the Gaming Operation or the general operations of the Facility, except as may be required to perform the regulatory functions permitted under this Compact.

B. Cooperation with TGC

Summary: The TGC and MGC must cooperate to ensure that the facility is operated in accordance with the provisions of the Compact and all applicable laws and regulations and is subject to adequate public safety and security controls.

Comments: While Part 6.6.6 of the Compact prevents the MGC from interfering with the gaming operation unless it must do so to perform its regulatory functions permitted by the Compact, this provision provides a general catch-all for cooperative oversight in instances where public safety and physical security related issues may not adequately be addressed by the specific provisions of the Compact.

Compact Language:

15.1. The TGC and the MGC shall cooperate to ensure that the Facility is operated in compliance with the provisions of this Compact and all applicable laws and regulations and is subject to controls fully adequate to provide for the public safety and the physical security of all Patrons.

C. Investigation of Reports of Failure to Comply with Compact

Summary: The MGC may investigate any report of a failure to comply with the provisions of the Compact and may require the TGC to correct any failures upon such terms and conditions as the MGC may determine are reasonably necessary after consultation with the TGC. The MGC must forward written reports to the TGC.

If the MGC determines that the Enterprise is not in compliance with the provisions of the Compact, the MGC shall deliver written notice of non-compliance to the Enterprise, the TGC, and the Tribe that describes in detail the nature of the non-compliance and the action required to remedy it. If corrective action is not taken within ten days of receipt of notice, the MGC may initiate the dispute resolution process or exercise its rights in District Court. If the MGC determines that an emergency exists, it may bring an immediate action in District Court. The MGC may also petition the National Indian Gaming Commission to impose penalties for violations of the Compact.

MGC investigators must obtain Key Gaming Employee licenses from the TGC and carry proper identification at all times.

Comments: The powers and duties of the MGC with respect to gaming licensees are identified in M.G.L. c. 23K, § 4 and are codified throughout 205 CMR. Pursuant to M.G.L. c. 23K, §§ 35 and 36 and 205 CMR 101 *Adjudicatory Proceedings*, the Investigations and Enforcement Bureau may issue orders and fines for violations of M.G.L. c. 23K and 205 CMR.

With respect to the Compact, if the MGC determines that a Tribal Enterprise has violated any provision of the Compact, it will need to follow the procedure outlined in this section.

Compact Language:

15.2. The MGC shall have the authority to investigate any report of a failure to comply with the provisions of this Compact, and may require the TGC to correct any such failure upon such terms and conditions as the MGC may determine are reasonably necessary after consultation with the TGC. All reports of a failure to comply with the provisions of this Compact or any applicable law shall be reduced to writing, and a copy shall be forwarded to the TGC, along with a written report of the outcome of any investigation that was conducted in connection therewith. Investigators employed by the MGC for the purposes set forth in this Part 15 shall be required to obtain Key Gaming Employee licenses as defined in Part 7 and shall carry proper identification at all times.

15.3. *If the MGC determines that the Enterprise is not in compliance with the provisions of this Compact, the MGC shall deliver a written notice of non-compliance to the Enterprise, the TGC, and the Tribe that describes in detail the nature of the non-compliance and the action required to remedy it. In the event that corrective action is not undertaken by the Tribe, the TGC or the Enterprise within ten (10) days after receipt of a valid notice from the MGC, the MGC may initiate the dispute resolution procedures in Part 21 or may exercise its rights in the United States District Court for the District of Massachusetts pursuant to 25 U.S.C. § 2710(d)(7)(A)(ii). In the event that the MGC determines that an emergency exists, the MGC may bring an action in the United States District Court for the District of Massachusetts immediately upon a finding by the MGC of non-compliance with the provisions of this Compact. In addition to the remedies provided hereunder, the MGC may exercise its right to petition the NIGC to impose penalties, which may include civil fines and temporary or permanent closure of the Facility, for violation of the provisions of this Compact.*

D. Insurance Coverage and Claims

Summary: The Tribe must consult with the MGC and establish procedures governing the adjudication and compensation for commercial general liability claims arising in connection with the Facility.

Comments: Typically, commercial general liability claims involve incidents of bodily injury and/or property damage. This provision ensures that there is compensation and recourse available to anyone who suffers such harm despite the Tribal casino being located on sovereign land.

Compact Language:

20.1. *The Tribe shall, after consultation with the MGC, establish procedures governing the adjudication and compensation for commercial general liability claims arising in connection with the Facility. Such claims shall be covered by commercial general liability insurance consistent with industry standards for non-tribal casinos in the United States underwritten by an insurer with an A.M. Best rating of A or higher and at the limits set forth [in 20.2].*

III. Construction, Inspections, and MGC Access

A. Building, Fire, Health and Safety Codes

Summary: The Tribe must adopt an ordinance setting forth its building, fire, health and safety codes, and those codes must be at least as stringent as the codes that would apply if the Tribe were an entity otherwise subject to the civil oversight of the municipal or state government. In cases where such an entity would require a permit, the Tribe must retain inspectors licensed by the Commonwealth to review all plans and specifications for the facility. The Tribe may, at its discretion, contract with municipal or state officials to perform the required inspections. The inspectors shall certify to the MGC and the Tribe that the design and construction of the facility comply with the building, fire, health and safety codes adopted by the Tribe. The inspectors shall be required by the Tribe to report to it in writing any failure to comply with the Tribal building, fire, health and safety codes, and to provide a copy of each report to the MGC.

Comments: Pursuant to M.G.L. c. 23K, § 15(12), gaming licensees are required to comply with the State Building Code (780 CMR)) as a criteria for receiving a gaming license. Pursuant to 205 CMR 151.01 *Issuance and Posting of Operation Certificate*, a gaming licensee must obtain an operations certificate before beginning gaming at their establishment, and the operations certificate will not be issued by the MGC until the licensee demonstrates, among other things, that it has (1) provided a copy of the certificate of occupancy issued by a building commissioner or inspector of buildings of the host community that includes an approval under the Architectural Access Board regulations (521 CMR) regarding disability access; and (2) provided a copy of the elevator certificate(s) issued pursuant to M.G.L. c. 143, § 63, indicating compliance with the Elevator regulations (524 CMR).

Pursuant to the Compact, the Tribe's building, fire, health and safety codes must be at least as stringent as the codes followed by gaming licensees, and an inspector must certify that the facility is compliant with all necessary codes. Essentially, these provisions of the Compact are designed to ensure that the Tribal casino meets at least the same minimum life safety requirements that all similar buildings in the Commonwealth are required to meet.

Compact Language:

5.4.1. In order to protect the health and safety of all persons entering the Facility, all Facility construction, expansion and modification work shall meet the building, fire, health and safety codes of the Tribe. The Tribe shall adopt an ordinance setting forth codes for building, fire, health and safety which are consistent with and no less stringent than the provisions of any and all such codes that would be otherwise applicable if the Facility were constructed on land subject to the civil

jurisdiction of the Commonwealth in the same location. In all cases where these otherwise applicable codes would require a permit, the Tribe shall hire or retain inspectors who are architects, engineers or similar experts licensed by the Commonwealth. These inspectors shall have demonstrated experience with building, fire, health and safety codes in the context of commercial projects and shall review all plans and specifications for the Facility and shall certify to the MGC and the Tribe that both the design and the construction of the Facility meet the standards set forth in, and otherwise comply with, the building, fire, health and safety codes of the Tribe.

5.4.2. The Tribe shall require the inspectors to maintain contemporaneous Records of all inspections and report to it in writing any failure to comply with the Tribal building, fire, health and safety codes, and simultaneously provide a copy of each report to the MGC. The Tribal building, fire, health and safety codes may provide that in lieu of hiring experts and inspectors, the Tribe may contract with local or Commonwealth officials to perform the required inspections, however nothing in this subpart 5.4 shall be deemed to confer jurisdiction upon any local government or the Commonwealth with respect to any Tribal building, fire, health and safety codes. Any dispute between the Tribe and the Commonwealth relating to the enforcement of the Tribal building, fire, health and safety code shall be resolved pursuant to the dispute resolution process set forth in Part 21.

B. Pre-Construction Documents

Summary: Before construction related to the facility begins, the Tribe must provide the MGC with a copy of all available plans, specifications, and designs for the facility, including plans for infrastructure improvements and traffic mitigation measures; completed studies and reports examining the facility's local and regional social, environmental, traffic, and infrastructure impacts required in satisfaction of the Tribe's NEPA obligations; and a timeline for construction.

Comments: Pursuant to 205 CMR 135.03 *Design Review Process*, the MGC established detailed procedures for oversight of the construction projects to be undertaken by gaming licensees. The regulations includes such things as participation in the design review process including development of the initial project, development of the schematic design, completion of the final site plan and architectural design, and development of the construction design package. 205 CMR 135.04 *Inspection of Construction and Related Records* also provides that the MGC may request and inspect construction-related plans and materials at any time. Additionally, the State Building Code, 780 CMR 105 *Permits*, requires anyone performing construction to file an application with the building official and obtain a permit. The application includes construction documents noting specifications and designs for the facility (780 CMR 107 *Submittal Documents and Construction Control*).

While the Compact does not require the project oversight by the MGC that is contained in 205 CMR 135.00, the process would still be subject to construction control, building official review, and final review of a certificate of occupancy by the MGC prior to commencement of operations. See below (Part 5.4.9 of the Compact) for the MGC's ability to object to the Tribe's issuance of a certificate of occupancy.

Compact Language:

5.4.5. Prior to commencement of any construction directly related to the Facility, the Tribe shall furnish to the MGC: (a) a copy of all available plans, specifications and designs for the proposed Facility, including plans for all infrastructure improvements and traffic mitigation measures on site and immediately serving the Facility, the names and addresses of the architects, engineers and designers, and information demonstrating that there are no design elements in the proposed Facility that are likely to impede the effective regulation of the Gaming Operation; (b) completed studies and reports required in connection with the Tribe's fee-to-trust application for the Approved Gaming Site which examine the Facility's local and regional social, environmental, traffic and infrastructure impacts, including but not limited to any studies completed in fulfillment of the Tribe's obligations under the National Environmental Policy Act ("NEPA"), 42 U.S.C. §§ 4321 et seq.; the National Historic Preservation Act, 16 U.S.C. §§ 470 et seq.; and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq.; and (c) a timeline for construction that includes the detailed stages of construction for the Facility, the deadline by which stages and overall construction and all infrastructure improvements and traffic mitigation measures will be completed, a good faith estimate of the number of construction hours that will be required to complete the project, the general hours of construction, and the efforts that will be made to minimize noise, dust and other impacts from the construction.

C. Pre-Gaming Safety and Emergency Certification

Summary: Before gaming begins at the facility, the TGC must certify to the MGC, and provide documentation supporting that certification if requested, that the Enterprise has developed adequate emergency egress and ingress plans, installed appropriate equipment to ensure safe and secure movement of cash to and from the cage, developed adequate sight lines for supervision and surveillance of the gaming operation and employees; installed adequate monitoring and recording equipment, and made rooms available for use by MGC agents and employees.

Comments: 205 CMR 141: *Surveillance of the Gaming Establishment* and 205 CMR 138 *Uniform Standards of Accounting Procedures and Internal Controls* are the regulations

that govern the overall surveillance and monitoring of gaming establishments. By the terms of the Compact, the standards utilized by the Tribe in this regard would have to be at least comparable. Further, pursuant to the State Building Code, 780 CMR 107: *Submittal Documents and Construction Control*, the construction documents submitted to the building official as part of the permit application must include construction documents showing in sufficient detail the location, construction, size, and character of all means of egress. Additionally, 780 CMR 10 *Means of Egress* codifies the requirements for compliant means of egress.

Given that the TGC is required to utilize building codes at least as stringent as the State Building Code the Tribal facility will be subject to similar requirements as the gaming licensee with respect to means of egress.

Compact Language:

5.4.6. Prior to the commencement of Gaming at the Facility, the TGC will certify to the MGC, and provide documentation that supports the certification if requested by the MGC, that, with respect to the Facility, the Enterprise has: (a) developed adequate emergency egress and ingress plans, which include identification of the location of all appropriate fire alarm and fire suppression equipment; (b) installed appropriate hardware and other equipment to ensure the safe and secure movement of cash to and from the cage; (c) developed adequate sight lines for supervision and surveillance of the Gaming Operation and Compact Game Employees; (d) installed adequate monitoring and recording equipment that promotes the security of the Gaming Operation and meets or exceeds standards comparable to those applicable to Category 1 Licensees regulated by the MGC, including but not limited to a closed circuit television system that meets all specifications promulgated by the TGC, with access on the premises to the system or its signal provided to the MGC; and (e) made available rooms or locations approved by the TGC and the MGC for use by MGC agents and employees when in the Facility.

D. Certificate of Occupancy

Summary: The Tribe must provide the MGC with a copy of the inspector's initial Certificate of Occupancy as well as biennial renewals. The MGC has the right to object to the certification, in response to which the Tribe must make a good faith effort to address the MGC's concerns. If the MGC does not withdraw its objection, the matter shall be resolved in accordance with the Compact's dispute resolution process.

Comments: Pursuant to 205 CMR 151.01 *Issuance and Posting of Operation Certificate*, a gaming licensee is required to submit a Certificate of Occupancy issued by a building commissioner or inspector of buildings of the host community as a condition of licensure. Pursuant to the State Building Code, 780 CMR 111 *Certificate of Occupancy*, a building

may not be used or occupied until the building commissioner or inspector of buildings has issued a Certificate of Occupancy. Further, 780 CMR 110 generally governs periodic inspections of existing buildings.

Compact Language:

5.4.8. Upon completion of construction and receipt of a final inspection certification, and subject to the requirements of 5.4.9, 5.4.10 and 5.4J 1, the Tribe shall issue a Certificate of Occupancy for the Facility. A current Certificate of Occupancy shall be a prerequisite to public occupancy of, and commercial activity within, the Facility. The Facility shall be inspected for continuing compliance with the Tribal building, fire, health and safety codes every two (2) years and if such compliance exists, the Certificate of Occupancy may be renewed. The review shall be based on inspections by qualified inspectors as described in subpart 5.4.1.

5.4.9. Prior to the issuance or renewal of a Certificate of Occupancy, the TGC shall forward the inspector's certification to the MGC. If the MGC objects to that certification, the Tribe shall make a good faith effort to address the MGC's concerns, but if the MGC does not withdraw its objection, the matter shall be resolved in accordance with the dispute resolution process in Part 21.

E. Prohibiting Occupancy due to Material Deficiency

Summary: If the Tribe does not remedy within a reasonable period of time any material deficiency in the facility that poses a serious or significant risk to health or safety, the MGC may seek and obtain a court order to prohibit occupancy of the affected portion of the facility until the deficiency is corrected.

Comments: The companion provisions for a commercial facility include 205 CMR 135.06 *Determination that Gaming Establishment May Open for Business*, which allows the MGC to condition, suspend, or revoke a gaming license if it finds that the licensee failed to comply with an approved design or construction project schedule, and 780 CMR 116 *et seq.*, which, as a general matter, allows a building official to take action in the event a structure is deemed unsafe.

Compact Language:

5.4.10. Failure by the Tribe to remedy within a reasonable period of time any material deficiency in the Facility that poses a serious or significant risk to the health or safety of any Person shall be deemed a violation of this Compact and shall be grounds for the MGC to seek and obtain a court order pursuant to subpart 21.8 to prohibit occupancy of the affected portion of the Facility until the deficiency is corrected.

F. Post-Construction Certification

Summary: At least 15 days before the facility opens, the Tribe must certify to the MGC and provide supporting documentation if requested that the facility has been built in accordance with previously submitted plans and specifications and that the infrastructure improvements and traffic mitigation projects are complete. If the Tribe does not comply, the MGC may obtain a court order to prohibit occupancy until the Tribe does comply with this requirement.

Comments: Pursuant to 205 CMR 135.06 *Determination that Gaming Establishment May Open for Business*, the MGC will not make a determination that a commercial Category I casino may open for business until it determines that the licensee has (1) complied with all requirements of 205 CMR 135.00; (2) completed all infrastructure and off-site improvements, including traffic mitigation; and (3) complied with the terms of the license, host and surrounding community agreements, impacted live entertainment venue agreements, and certificates of occupancy permits and approvals. Additionally, pursuant to the Building Code, 780 CMR 111 *Certificate of Occupancy*, a building may not be used or occupied until the building commissioner or inspection of buildings has issued a Certificate of Occupancy.

With respect to the Compact, although the MGC does not play a role in determining that a facility may open for business, the Tribe is required to provide certification and supporting documentation to the MGC regarding the facility's compliance with submitted plans at least 15 days before it opens.

Compact Language:

5.4.11. Not less than fifteen (15) days before the Facility is to open for business, the Tribe shall certify to the MGC, and provide such documentation to support the certification as the MGC requests, that: (a) the Facility has been built in accordance with the plans and specifications previously submitted to the MGC pursuant to subpart 5.4.5; and (b) the infrastructure improvements and traffic mitigation projects onsite and immediately serving the Facility are complete in accordance with the plans previously submitted to the MGC pursuant to subpart 5.4.5. Failure by the Tribe to provide the certification or documentation required by this subpart shall be grounds for the MGC to seek and obtain a court order under subpart 21.8 to prohibit occupancy of the Facility until the requirements of this subpart have been met.

G. Deficiencies in Fire or Life Safety Protection

Summary: Before beginning gaming operations and at least every two years thereafter, the facility must be inspected and at least ten days' notice must be

provided to the MGC. Within 15 days of the inspection, the Tribe or independent expert must provide the MGC with a copy of the report identifying any deficiencies in fire or life safety protection. Within three days of completion of a plan prepared by the Tribe for correcting the deficiencies, the Tribe must provide the MGC with a copy of that plan. Following correction of all deficiencies, the Tribe or independent expert shall certify in writing to the MGC that all previously identified issues have been corrected.

Comments: Pursuant to 205 CMR 135.06 *Determination that Gaming Establishment May Open for Business*, the MGC will not make a determination that a commercial Category 1 gaming establishment may open for business until the MGC has inspected the completed gaming establishment and related infrastructure, as well as relevant plans, contracts, and other records. Additionally, the Building Code, 780 CMR 110 *Inspections*, requires a preliminary inspection before a permit will be issued as well as periodic inspections of existing buildings ranging from annual to every five years depending on the building's classification.

With respect to the Compact, although the MGC is not responsible for inspection of the facility prior to opening, the Tribe is required to notify the MGC and provide relevant documents related to inspections, deficiencies, and plans for correction of those deficiencies.

Compact Language:

5.6.2. Prior to the commencement of Gaming Operations in the Facility and not less than every two (2) years thereafter, and upon at least ten (10) days' notice to the MGC, the Facility shall be inspected, at the Tribe's expense, by a qualified Tribal official who shall be responsible for fire and life safety protection at the Facility, or by an independent expert if no such official has been engaged, for purposes of certifying that the Facility meets the Tribe's Fire and Life Safety Code.

5.6.3. Within fifteen (15) days of the inspection, the Tribal official or independent expert shall provide the Tribe and the MGC with a report identifying any deficiency in fire or life safety protection at the Facility or any inability of the Tribe to meet reasonably expected fire suppression needs at the Facility. Within fifteen (15) days after provision of the report, the Tribe shall prepare a specific plan for correcting the deficiencies, whether in fire or life safety at the Facility or in the Tribe's ability to meet the reasonably expected fire suppression needs of the Facility, including those identified by the State's representative(s). The plan shall also contain a date, within thirty (30) days, by which all identified deficiencies will be corrected. A copy of the plan shall be provided to the MGC within three (3) days of its completion. Immediately upon correction of all deficiencies identified in the report, the Tribal official or independent expert shall certify in writing to the Tribe and to the MGC

that all previously identified deficiencies have been corrected. Any failure by the Tribe to follow the procedures set forth in this subpart

5.6.3 and to correct all deficiencies identified in the report within the timeframes identified in the plan may be deemed by the Commonwealth to be a violation of the Compact, and any failure by the Tribe to promptly correct a material deficiency that poses a serious or significant risk to the health or safety of any occupants shall be grounds for the Commonwealth to obtain a court order pursuant to subpart 21.8. to prohibit occupancy of the affected portion of the Facility until the deficiency is corrected.

H. Construction-Related Records

Summary: The MGC may inspect and copy, if it requests, documents related to facility construction including design and construction calculations, plans and specifications, and contract change orders.

Comments: Pursuant to 205 CMR 135.04 *Inspection of Construction and Related Records*, the MGC may request and inspect construction-related plans and materials from a gaming licensee at any time. Further, building officials are required to retain approved construction documents in accordance with 780 CMR 107.5 and G.L. c.66, § 8. This provision of the compact is similar in nature.

Compact Language:

5.7.1. The Tribe shall require each Person with whom it contracts for the construction, expansion or modification of any portion of the Facility to maintain for inspection and copying by the TGC, and the MGC if the MGC so requests, the Documents set forth below:

(a) the design and construction calculations, and plans and specifications that form the basis for the planned construction of the Facility (the "Facility Design and Building Plans");

(b) all contract change orders, and other Documents that are related to any material changes to a structural detail of the Facility Design and Building Plans or any other changes in the Facility Design and Building Plans; and

(c) all other contract change orders.

5.7.2. The Tribe shall maintain the Documents required by subpart 5.7.1 until the termination of this Compact or until expiration of twenty-four (24) months following permanent cessation of occupancy of the portion of the Facility to which

such plans and other documents apply, whichever last occurs.

I. Inspection Agent

Summary: The MGC may designate an agent to be given advance notice of each facility inspection. The agent(s) may accompany an inspector on an inspection and may identify deficient conditions.

Comments: Pursuant to 205 CMR 135.04 *Inspection of Construction and Related Records*, the MGC may physically inspect the progress of a gaming licensee's construction at any time. Further, the Compact essentially requires the Tribe to designate or retain an individual to serve as the role of building official. *C.f.* G.L. c.143, § 3. This section of the Compact provides the MGC with the ability to review the work of the Tribal building official.

Compact Language:

5.8. MGC Inspection Agent. The MGC may designate an agent or agents to be given reasonable advance notice by the Tribe of each inspection of the Facility required under Part 5 and such agent(s) may accompany the Tribally appointed inspector on any such inspection. The MGC agents may identify any condition that should reasonably preclude certification of the Facility pursuant to Part 5.

J. Issuance of Facility License

Summary: In addition to the certificate of occupancy for the building itself, the TGC must issue what is essentially an operation certificate for the gaming and other amenities. The TGC must provide the MGC within 10 days of the issuance of a license to operate or renewal with verification that an initial license has been granted and, thereafter, that a license has been reviewed and approved within ten days of the issuance or renewal.

Comments: Pursuant to 205 CMR 151 *Requirements for the Operation and Conduct of a Gaming Establishment*, a gaming establishment may not operate until it has obtained an operations certificate from the MGC certifying that it is in compliance with M.G.L. c. 23K and 205 CMR. As part of that review, the MGC must ensure that the gaming establishment has been issued a certificate of occupancy in accordance with the State Building Code.

With respect to the Compact, although the MGC is not responsible for providing an operations certificate, the Tribe is required to notify the MGC of any license issuance or renewal.

Compact Language:

5.9. Facility License. Separate and apart from its obligation to obtain a Certificate of Occupancy, the Facility shall be licensed by the TGC only upon certification by the Enterprise to the TGC that the Facility is in full compliance with the regulatory and other requirements of this Compact, the Gaming Ordinance, the Tribe's codes for building, fire, health and life safety, and IGRA.

5.9.1. The Facility license shall be reviewed and renewed by the TGC, if appropriate, every two years after its initial issuance. Verification that an initial license has been granted and, thereafter, that a license has been reviewed and approved, shall be provided by the TGC to the MGC within ten (10) days of its issuance or renewal.

IV. Licensing of Employees and Vendors

A. Background Investigations¹

Summary: The TGC may contract with the MGC to conduct background investigations in lieu of completing its own background investigation, or may rely of a license or registration previously issued to the applicant by the TGC or the MGC that is currently in effect.

Comments: The MGC's background investigation process with respect to gaming licensees is codified in 205 CMR 134 *Licensing and Registration of Employees, Vendors,*

¹ Although there are no provisions in the Compact regarding Qualifiers, Section 18.9 does require that the Tribe make various representations.

18.9. The parties acknowledge that the Tribe's right to engage in Gaming is as a Tribal government pursuant to the terms of this Compact and in compliance with IGRA, and not pursuant to a gaming license issued by the Commonwealth as that term is used under the Act. Section 91(d) of the Act requires that the compact "include a statement of the financial investment rights of any individual or entity which has made an investment to the tribe, its affiliates or predecessor applicants of the tribe for the purpose of securing a gaming license for that tribe under its name or any subsidiary or affiliate since 2005." In compliance therewith, the Tribe represents that since 2005 no individual or entity has made an investment to the Tribe, its affiliates or predecessor, for the purpose of securing a gaming license under its name or any subsidiary or affiliate. However, in keeping with the spirit of section 91(d), the Tribe discloses and represents that it has received financial assistance and funding because the Tribe is pursuing the conduct of gaming operations within the Commonwealth. Since 2005, the entities or individuals who have contributed or advanced funds to the Tribe, its Affiliates or any predecessor for such purposes are set forth in Appendix D, along with a description of the various instruments and agreements that reflect such assistance or funding, to which the Tribe or its Affiliates or predecessor is a party. The Tribe represents that it has received no other material third party financial assistance or investment connected to Gaming in the Commonwealth.

Junket Enterprises and Representatives, and Labor Organizations. The requirements under the Compact follow the same basic principles.

Compact Language:

7.11.1. Before issuing a license to or registering any Applicant under this Part, the TGC shall conduct, or cause to be conducted, all necessary background investigations to determine that the Applicant is qualified for a license or registration under the standards set forth in this Part 7.

7.11.2. The TGC shall not issue a license or registration until the TGC determines that the Applicant meets all of the qualifications under this Part 7.

7.11.3. In lieu of completing its own background investigation, the TGC may contract with the MGC for the conduct of some or all of its background investigations, or may rely on a license or registration previously issued to the Applicant by the TGC or the MGC that is currently in effect.

B. Exchange of Background Information

Summary: Applicants for licensure or registration must provide a release to the TGC and MGC to make available and provide for the exchange of background information, and the TGC and MGC must cooperate with each other in furnishing that information.

Comments: Pursuant to M.G.L. c. 23K, § 6, the IEB may obtain or provide applicant background information from or to law enforce entities or gaming authorities and other domestic, federal or foreign jurisdictions. Furthermore, it is not uncommon for the MGC to enter into MOUs with other jurisdictions for the sharing of investigatory materials. Finally, 205 CMR 134.07 *Forms* requires applicants for licensure or registration to sign a release form similar to that provided in the Compact.

Compact Language:

7.13. Releases. An Applicant for a license or registration shall be required to provide releases to the TGC and to the MGC to make available and to provide for the exchange of background information regarding the Applicant. The TGC and the MGC shall cooperate with each other in furnishing that information, unless doing so would violate any agreement either agency has with a source of the information other than the Applicant, would impair or impede a criminal investigation, would violate Commonwealth law, or would not assure that the information will remain confidential.

C. Notice of Intent to Issue License or Registration

Summary: Following a determination that an applicant is suitable for licensure or registration, the TGC must transmit a notice of intent to issue a license or registration, along with the supporting documentation outlined below, to the MGC, unless the MGC waives such transmittal.

Compact Language:

7.14.1. Notice to MGC. Once the TGC has received a completed application for a license or a registration, conducted a background investigation as required by subpart 7.11, and made a determination that the Applicant is suitable for a license or registration, the TGC shall transmit to the MGC, unless such transmittal is waived by the MGC, a notice of intent to license or register the Applicant.

7.14.2. Applicant Information. For Applicants subject to licensing, the TGC shall transmit, along with the notice of intent to license, all of the following information, where applicable, for the past ten (10) years:

- 1. the name of the Applicant, including all other names by which the Applicant has been known;*
- 2. the residential address of the Applicant;*
- 3. an employment history for the Applicant;*
- 4. fingerprints for the Applicant;*
- 5. any criminal and arrest records for the Applicant;*
- 6. any civil or criminal actions in which the Applicant has been involved together with any judgments, settlements or other outcomes of such matters;*
- 7. the Applicant's credit and banking history;*
- 8. a copy of all other application materials and information received by the TGC from the Applicant;*
- 9. a current photograph; and*
- 10. except to the extent waived by the MGC, such releases of information, waivers, and other completed and executed forms as have been obtained by the TGC.*

7.14.3. For Applicants subject to registration, the TGC shall transmit to the MGC unless waived by the MGC, along with the notice of intent to issue a registration:

- (a) a copy of all the application materials and information received by the TGC from the Applicant; and*
- (b) a release of information and waiver form, and any other completed and executed forms obtained by the TGC.*

7.15. Other Information and Documents. The TGC may require an Applicant to

provide such other information or Documents as it considers appropriate including, but not limited to, information or Documents related to the financial integrity of the Applicant, bank accounts and Records, bank references, business and personal income and disbursement schedules, tax returns and reports filed by government agencies, and business and personal accounting check Records and ledgers. Upon receipt, the TGC immediately shall forward to the MGC a copy of all information it receives under this subpart 7.15.

1. MGC Review/Objection

Summary: Within 30 days of receipt of the notice of intent, the MGC must notify the TGC of any objection to the issuance. The MGC may extend the time to notify the TGC for an additional 30 days if additional time is needed to complete a background investigation or evaluation. The TGC may not issue the license or registration unless and until the MGC withdraws its objection. Within 15 days of the MGC's notice of objection, the MGC and TGC must meet and attempt to resolve the objection(s) informally. If they are unable to do so within 15 days of the meeting, either party may invoke the dispute resolution process afforded by the Compact.

Comments: The MGC's background investigation process for gaming licensees is codified in 205 CMR 134 *Licensing and Registration of Employees, Vendors, Junket Enterprises and Representatives, and Labor Organizations.*

Compact Language:

7.16.1. Within thirty (30) days of its receipt of a notice of intent to issue a license or registration, the MGC must notify the TGC in writing of its objection, if any, to the issuance of the license or registration. If additional time is required by the MGC to complete any necessary background investigation or evaluation of the Applicant, the MGC may extend the time to notify the TGC for an additional thirty (30) days, unless the TGC agrees to a longer extension.

7.16.2. If the MGC timely objects to the issuance of a license or registration, the TGC may not issue the license or registration unless and until the MGC withdraws its objection. In the event the TGC does not receive timely notice of an objection by the MGC, the TGC may approve the license or registration application.

7.16.3. The TGC and the MGC shall work cooperatively to resolve any MGC objections to an application. Within fifteen (15) days of the MGC's notice of objection, the TGC and the MGC shall meet and attempt to

resolve their differences informally. If the parties are unable to resolve their differences within fifteen (15) days of the meeting, either party may invoke the dispute resolution process in Part 21.

2. Notice of Intent to Issue Temporary License

Summary: During the MGC review period, the TGC may issue a temporary license or registration and must provide to the MGC a notice of intent at least ten days before the issuance. If a temporary license or registration is issued, the TGC must include in the notice of intent any conditions required by the MGC to be imposed on the temporary license or registration.

Comments: Pursuant to 205 CMR 134.12 *Temporary Licenses*, the MGC may issue a temporary license to an applicant for a key gaming employee license, a gaming employee license, or a gaming vendor license if the applicant has filed a complete application, the issuance of a temporary license is necessary for the operation of the establishment and is not designed to circumvent the normal licensing procedures, and the license is reasonably likely to be issued upon completion of the investigation.

There are no standards in the Compact with respect to when the TGC may issue a temporary license.

Compact Language:

7.17. Temporary Licenses or Registrations. During the pendency of the MGC review under subpart 7.16, the TGC may issue a temporary license or temporary registration to an Applicant and impose specific conditions thereon. The TGC must provide to the MGC at least ten (10) days' advance notice of its intent to issue a temporary license or registration and if a temporary license or registration is issued, the TGC must include any and all conditions required by the MGC to be imposed on the temporary license or registration.

3. Issuance of License or Registration Following Arbitration

Summary: If the dispute resolution process fails to uphold the MGC's objection to the issuance of a license or registration, the TGC may issue a license or registration following entry of a final determination.

Compact Language:

7.22. Issuance of License or Registration Following Arbitration. The

TGC may, in its discretion, issue a license or registration to a Person following entry of a final order or other final determination in an arbitration proceeding conducted under the dispute resolution process in Part 21 which fails to uphold the objection of the MGC to the issuance of a license or registration by the TGC.

D. Notice of Issuance of Emergency Registration

Summary: The TGC may issue an emergency registration for non-gaming suppliers (vendors) under circumstances outlined below and must notify the MGC of the issuance of an emergency registration within 24 hours of the issuance.

Comments: The MGC does not have an emergency registration for non-gaming vendors. However, the MGC does have a temporary license provision for gaming vendors pursuant to 205 CMR 132.12 *Temporary Licenses* (discussed above). This provision of the Compact is made necessary by the ten-day notice that the TGC must provide to the MGC prior to issuing a temporary license.

Compact Language:

7.18. Emergency Registration. Notwithstanding the requirements of this Part 7, the TGC may issue an emergency registration to a Non-Gaming Supplier to permit the Non-Gaming Supplier to provide immediate emergency services to the Enterprise that are necessary to protect the health and safety of the employees and Patrons or the continued operation of the Facility. An emergency registration shall be valid for not more than ten (10) days and no emergency registration may be issued to the same Non-Gaming Supplier more than twice in any year. The TGC shall notify the MGC of the issuance of an emergency registration within twenty-four (24) hours of the issuance.

E. Denial, Suspension, and Revocation

Summary: An application for a license or registration *shall* be denied or license or registration *shall* be revoked if, among other things, the TGC or MGC determines that the application is incomplete or deficient; if the applicant is determined to be unsuitable or unqualified; if an applicant has been arrested for or convicted of a felony or crime involving fraud, embezzlement, theft, perjury, or a gaming-related offense. An applicant for a license or registration *may* be denied or registration *may* be revoked, suspended, or conditioned if the TGC or MGC determines that the applicant, licensee, or registrant has failed to comply with any provision of the Compact, has violated any provision of the Compact, or has engaged in any conduct that would constitute a finding a unsuitability; or for any other reason that the MGC deems necessary or appropriate.

Comments: For gaming licenses, M.G.L. c. 23K, § 12 includes the factors to be considered in determining suitability, and M.G.L. c. 23K, § 16 includes grounds for the denial of a license or registration. Additionally, 205 CMR 134.10 *Affirmative License Standards for the Licensing of Employees and Vendors of the Gaming Establishment* and 205 CMR 134.11 *Affirmative Registration Standards for the Registration of Employees and Vendors of the Gaming Establishment and Labor Organizations* codify the factors to be considered in licensing and registration decisions.

With respect to the Compact, there is an automatic denial or revocation if the MGC determines that an application is incomplete or deficient, as well as for an applicant found to be unsuitable. Although this section of the Compact does not explicitly state that the MGC may participate in a determination of unsuitability, Part 7.16.1 through 7.16.3 (discussed above) provide the MGC with authority to object to the TGC's notice of intent to license.

Additionally, there is an automatic disqualifier in the Compact for an applicant who has been arrested or convicted of a felony or crime involving fraud, embezzlement, theft, perjury, or a gaming-related offense. Pursuant to M.G.L. c. 23K, § 16, the Commission has a similar automatic disqualifier for key gaming employee applicants who have been convicted of a felony or other crime involving embezzlement, theft, fraud or perjury, or who have committed prior acts which, although not prosecuted or convicted, form a pattern of misconduct that make the applicant unsuitable. For license applicants other than key gaming employees, the same disqualifiers apply with the exception that for convictions occurring before the ten year period immediately preceding application for licensure, the MGC shall consider the applicant's rehabilitation and whether such conviction should not be an automatic disqualifier.

Compact Language:

7.19 Denial, Suspension and Revocation. An application for a license or registration shall be denied and a license or registration shall be revoked: (a) if at any time the TGC or the MGC determines that the application is incomplete or deficient; (b) if the Applicant, licensee, or registrant is determined to be unsuitable or otherwise unqualified for a license or registration; or (c) if an Applicant, licensee or registrant, or any officer, director, member, partner or Person with a financial interest of five percent (5%) or more of an Applicant, licensee or registrant, or any employee of an Applicant, licensee or registrant whose responsibilities include any activity related to the operation, maintenance or management of Compact Games, has been arrested for or convicted of a felony or crime involving fraud, embezzlement, theft, perjury or a Gaming-related offense. The TGC may deny, revoke, suspend or condition an application, license or registration if the TGC or the MGC determines that the Applicant, licensee or registrant has failed to comply with any provision of this

Compact pertaining to Applicants, licensees or registrants, as applicable; has violated any other provision of this Compact, or engaged in any conduct that would constitute a finding of unsuitability under this Part; or for any other reason the TGC or the MGC deems necessary or appropriate in order to protect the Enterprise and uphold the integrity of the Gaming Operation.

1. Notification by MGC

Summary: If the MGC determines that an application should be denied or a license or registration should be revoked, suspended, or conditioned, it must notify the TGC and provide a detailed explanation along with supporting evidence.

Comments: M.G.L. c. 23K, § 12 includes the factors to be considered in determining suitability for gaming licensees, and M.G.L. c. 23K, § 16 includes grounds for the denial of a license or registration. Additionally, 205 CMR 134.10 *Affirmative License Standards for the Licensing of Employees and Vendors of the Gaming Establishment* and 205 134.11 *Affirmative Registration Standards for the Registration of Employees and Vendors of the Gaming Establishment and Labor Organizations* codify the factors to be considered in licensing and registration decisions for gaming licensees.

Compact Language:

7.19.1. If the MGC makes a determination that an application should be denied or a license or registration revoked, suspended, or conditioned, it shall immediately notify the TGC and provide the TGC with a detailed explanation and evidence supporting its determination. The Applicant, licensee or registrant shall be notified by the TGC of the intent to deny, suspend or revoke the application, license or registration. All rights to notice and hearing shall be governed by applicable law, as to which the Applicant, licensee or registrant shall be notified by the TGC in writing along with the notice of an intent to deny, suspend or revoke the application, license or registration.

F. MGC Requests for Information

Summary: An applicant, licensee, or registration must provide assistance or information required by the TGC or MGC and must cooperate in any inquiry or investigation conducted by the TGC or MGC.

Comments: As with the Compact, pursuant to M.G.L. c. 23K, § 13, and 205 CMR 112 *Obligation to Cooperate*, an applicant for a gaming license or registration has a continuing

duty to provide assistance or information required by the MGC and to cooperate in any inquiry or investigation conducted by the MGC.

Compact Language:

7.20. Continuing Duty to Supply Information. An Applicant, licensee or registrant shall have the continuing duty to provide any assistance or information required by the TGC or the MGC and to cooperate in any inquiry or investigation conducted by the TGC or the MGC. Refusal to answer or produce information, evidence or testimony by an Applicant, licensee or registrant is grounds for the denial of the application or the suspension or revocation of the license or registration.

G. Withholding or Falsifying Application Information

Summary: If the TGC or MGC determines that an applicant, licensee, or registration has intentionally provided false or misleading information, the TGC shall deny the application or revoke the license or registration.

Comments: Similar to the Compact, pursuant to M.G.L. c. 23K, § 13, and 205 CMR 112 *Obligation to Cooperate*, if the MGC determines that an applicant or licensee has willfully provided false or misleading information, the applicant shall be ineligible for licensure and that licensee shall have its license conditioned, suspended, or revoked by the MGC.

Compact Language:

7.21. Withholding or Falsifying Application Information. No Applicant, licensee or registrant shall withhold material information from, or give false or misleading information to, the TGC or the MGC. If the TGC or MGC determines that an Applicant, licensee or registrant, or a close associate therewith, has intentionally provided false or misleading information, the TGC shall deny the application or revoke the license or registration.

H. No Recourse

Summary: No applicant, licensee, or registrant shall have any recourse against the TGC, the Tribe, the Enterprise, the Commonwealth or the MGC with respect to the denial, suspension, or revocation of a license or revocation.

Comments: Pursuant to M.G.L. c. 23K, § 30(g) and 205 CMR 134.09 *Investigation, Determination, and Appeals for Gaming Establishment Employees and Vendors*, the decision of the MGC on appeal is final and the applicant/licensee is not entitled to any further review. Under Section 7.19.1 of the Compact, the right to a hearing following a

denial, suspension, or revocation is governed by “applicable law.”

Compact Language:

7.23. No Recourse. Under no circumstances shall any Applicant, licensee or registrant have any right to seek recourse against the TGC, the Tribe or the Enterprise, including any Management Contractor associated therewith, or the Commonwealth, including the MGC, with respect to the denial, suspension or revocation of a license or registration. A license or registration is a privilege, not a property right.

I. Labor Relations

Summary: The Tribe must provide written notice to the MGC before commencing operations that it has adopted an ordinance identical to the Tribal Labor Relations Ordinance appended to the Compact, and must notify the MGC within ten days of any amendment to or repeal of that ordinance.

Comments: The Compact ensures that the Tribe’s employees will have adequate protection and recourse relative to labor activities (e.g., the Tribal Labor Relations Ordinance provides that, “It shall be an unfair labor practice for the Tribe and/or employer or their agents...to interfere with, restrain, or coerce Eligible Employees in the exercise of their rights granted herein.”).

Compact Language:

18.6. Labor Relations. The parties agree that an important objective of this Compact is to assure that employee rights are protected. Notwithstanding any other provision of this Compact, the Gaming Operation authorized by this Compact may only commence after the Tribe has adopted an ordinance identical to the Tribal Labor Relations Ordinance attached hereto as Appendix C and may only continue as long as the Tribe maintains in legal effect said Ordinance. The Tribe shall provide written notice to the MGC that it has adopted said Ordinance before commencing the Gaming Operation authorized by this Compact, and shall notify the MGC within ten (10) days of any amendment to or repeal of said Ordinance.

V. Gaming Operations

A. Facility Access and Right to Inspect

Summary: MGC agents shall have access to designated areas of the facility and MGC representatives shall have the right to inspect the facility, the gaming operation, and all records directly related to the gaming operation with certain specified conditions.

Comments: The MGC's right under the Compact with respect to inspection of the premises and records are similar to those rights afforded with respect to gaming licensees. For example, pursuant to M.G.L. c. 23K, § 4, the MGC has access to all equipment and supplies in a gaming establishment. Additionally, 205 CMR 138.16(3) provides that MGC employees and agents are authorized to access restricted areas in performance of their official duties. Additionally, pursuant to M.G.L. c. 23K and 205 CMR 142.02 *Administrative Monitoring Inspections*, the MGC may inspect the premises and records related to a gaming license.

Compact Language:

6.5.14. providing that agents of the TGC and the MGC shall have access to designated areas of the Facility as provided for in this Compact and requiring the agents to report immediately to the TGC any suspected violation of law, this Compact, or the regulations of the TGC.

6.6.2. State Inspections. MGC representatives shall have the right to inspect the Facility, the Gaming Operation and all Records directly relating to the Gaming Operation, subject to the following conditions:

(a) with respect to public areas of the Facility, at any time during which the Facility is open for business;

(b) with respect to private areas of the Facility not accessible to the public, at any time during which the Facility is open for business, upon notice and the presentation of proper identification to the TGC and to a designated representative of the Enterprise. The TGC, in its sole discretion, may require an employee of the TGC to accompany the MGC representative at all times that the representative is in the non-public areas of the Facility, but if the TGC imposes such a requirement, the TGC shall ensure that such employee is available at all times for such purpose; and

(c) with respect to inspection and copying of books and Records

relating to

the Gaming Operation activity, at any time with 24 hours prior notice between the hours of 9:00 a.m. and 5:00p.m. Monday through Friday, excluding official holidays. The reasonable costs of copying shall be borne by the MGC.

6.6.3. Inspection Protocol. Whenever an MGC representative enters the Facility for any inspection, he or she shall identify him or herself to security and if possible, contact the TGC Executive Director or his or her designated representative.

B. ID Badges

Summary: MGC representatives must wear ID badges issued by the TGC while at the facility.

Comments: Similar to the Compact, 205 CMR 138.15 *Internal Control Procedures for Access Badge System and Issuance of Temporary License Credentials, and Restricted Areas* requires MGC employees and representatives to carry their agency credentials while in the performance of their duties.

Compact Language:

6.6.7. Identification Badges. Identification badges issued by the TGC shall be worn by MGC representatives while at the Facility and shall be prominently displayed on the MGC representative's outer garment. Such identification badges will be of a distinctive color identifying its wearer as a representative of the MGC. Upon issuance of each badge, the name of its recipient, employment position and badge number shall immediately be forwarded to the MGC.

C. Internal Controls and Facility's Security System

Summary: The Tribe must have written internal controls that provide a level of control equaling or exceeding similar regulations promulgated by the MGC. The internal controls and a complete description of the facility must be forwarded to the MGC for review and comment at least 60 days before beginning operations. The TGC may grant variances from its controls, but process for granting variances must be consistent with the minimum standards for granting variance prescribed by the MGC and are subject to MGC review and comment.

Comments: The MGC's internal controls are codified at 205 CMR 138 *Uniform Standards of Accounting Procedures and Internal Controls*, with its variance procedure at

205 CMR 138.02(6)(a) *Licensee's System of Internal Controls*. The MGC's variance procedure allows a gaming licensee to request to incorporate a provision that is inconsistent with 205 CMR 138 upon petition to the MGC.

The National Indian Gaming Commission Minimum Internal Control Standards can be found [here](#).

Compact Language:

6.4. Specific Duties of the TGC. The TGC shall, through the exercise of its regulatory powers, assure that the Tribe and the Enterprise will:

6.4.7. require written internal controls that provide a level of control that equals or exceeds that set forth in the NIGC's Minimum Internal Control Standards in 25 C.P.R. Part 542 ("MICS") as published on June 27, 2002 and updated from time to time, or similar regulations promulgated by the MGC for general application to all Gaming activities within the Commonwealth. The internal controls and a complete description of the Facility's security systems shall be forwarded to the MGC for review and comment at least sixty (60) days prior to commencement of Compact Game operations. The TGC may grant a variance from the internal controls for technological and other advances that may not have been addressed in the MICS or the MGC's rules, or to meet extenuating financial circumstances in complying with such requirements. The TGC's process for the granting of variances shall be consistent with the minimum standards for the granting of variances as prescribed by the MGC or the NIGC, whichever standards are more rigorous, and provided the variance, and the reasons given therefore, are forwarded to the MGC for review and comment at least thirty (30) days prior to the effective date of the variance.

D. Electronic Access to Gaming Device Activity

Summary: The Compact requires the property to have a casino management system and to provide access to the system to the MGC. The MGC may access and download electronically the activity of each gaming device on a read-only basis upon entry of appropriate security codes, provided that the MGC must provide immediate notice to the TGC when it has accessed the system if its access is not automatically recorded.

Comments: The MGC incorporates the GLI-13 standards for online monitoring and controls into its regulations at 205 CMR 143.03 *On-line Monitoring and Control Systems (MCS) and Validation System*. The Compact seems to allow the MGC to require the facility's devices to be connected to the MGC's central monitoring system.

Compact Language:

6.5. Promulgation of Regulations. Without affecting the generality of the foregoing, the TGC shall promulgate and administer regulations for the implementation of this Compact:

6.5.8.providing that all Gaming Devices on the premises of the Facility are connected to a central computerized reporting and auditing system on the Facility premises, which shall collect and record on a continual basis the unaltered activity of each Gaming Device in use at the Facility, and require that the activity of each Gaming Device may be accessed and downloaded electronically by the MGC by a dedicated communications connection, on a "read-only" basis upon entry of appropriate security codes, provided that if the system does not automatically record each instance of MGC access, the MGC provides immediate notice to the TGC when it has accessed the system.

E. Patron Winnings

Summary: Before paying patron winnings in excess of \$600, the Enterprise must verify the patron's ID to determine whether the patron owes any past-due child support or tax liability, and shall then disburse the winnings according to certain procedures.

Comments: M.G.L. c. 23K, § 51(a) imposes the same requirement on gaming licensees. However, M.G.L. c. 62B, § 2, which was amended by Section 14 of Chapter 10 of the Acts of 2011, states that a gaming licensee paying winnings of \$1200 or more from a slot machine shall file a form W-2G reporting the winnings. In addition, M.G.L. c. 62B, § 2 reads:

Notwithstanding any general or special law to the contrary, any review or transmission of information required to be done by a gaming licensee relative to the disbursement of cash or prize winnings shall be administered consistent with this paragraph and based upon real-time information.

The effect of Section 51(a) and Section 2 read in combination is that the gaming licensees only need to verify whether a player has outstanding tax or child support obligations upon winning \$1200 rather than \$600. This updated amount is inconsistent with the Compact, which has a \$600 trigger.

Compact Language:

18.10. Before paying a Patron winnings in excess of \$600, the Enterprise will verify the Patron's identification and determine from information provided to it by the Commonwealth's child support enforcement agency ("IV-D agency") or

department of revenue whether the Patron owes past-due child support or any tax liability to the Commonwealth. Subsequent to statutory state and federal tax withholding, the Enterprise shall first disburse to the IV-D agency the full amount of the cash or prize or such portion of the cash or prize that satisfies the Patron's past-due child support obligation. If funds remain available after the disbursement to the IV-D agency or if no such obligation to the IV-D agency is owed, the Enterprise shall disburse to the department of revenue the full amount of the cash or prize or such portion of the cash prize that satisfies any past-due tax liability of the Patron. The Enterprise shall disburse to the Patron only that portion of the prize, if any, remaining after the Patron's past-due child support obligation or tax liability has been satisfied. Nothing in this Section 18.10 shall operate to waive the Tribe's sovereign immunity from a suit by a Patron whose winnings are paid to the IV-D agency or to the department of revenue as required by this Subpart 18.10.

F. Office Space

Summary: The MGC is entitled to office space at the facility if so requested.

Comments: As with the Compact, M.G.L. c. 23K, § 21(11) requires the gaming licensee to provide the MGC with office space at the facility.

Compact Language:

6.6.5. Office Space. The Enterprise shall provide the MGC with access to reasonable office space for the purposes of its regulatory activities if requested to do so by the MGC.

G. Complimentary Distribution Program

Summary: The TGC must provide the MGC with a copy of its approval of the facility's complimentary distribution program.

Comments: Consistent with the Compact, pursuant to M.G.L. c. 23K, § 26(c) and Section 107 of Chapter 194 of the Acts of 2011, a gaming licensee may distribute complimentary alcohol to patrons for on-premises consumption in the gaming area only. M.G.L. c. 23K, § 28 governs a gaming licensee's ability to provide other complimentary items of value to patrons, including lodging, food, beverage, transportation, and entertainment. 205 CMR 138.13 *Complimentary Services or Items and Promotional Gaming Credits* requires a gaming licensee to have a system of internal controls which includes a detailed complimentary distribution program consistent with M.G.L. c. 23K, § 28. See also 205 CMR 136 *Sale and Distribution of Alcoholic Beverages at Gaming Establishments*.

Compact Language:

6.5. *Promulgation of Regulations. Without affecting the generality of the foregoing, the TGC shall promulgate and administer regulations for the implementation of this Compact:*

6.5.10. *prohibiting the Gaming Operation from providing complimentary alcoholic beverages except in the Gaming Area, or any complimentary services, gifts, cash or other items of value to any Patron unless the complimentary item consists of a room, food, beverage, transportation or entertainment expenses provided directly to the Patron and the Patron's guests by the Enterprise, or consists of coins, tokens, cash or other items or services provided through a complimentary distribution program which shall be filed with and approved by the TGC upon the implementation of the program, which approval shall be immediately transmitted to the MGC.*

H. Persons Barred from the Facility

Summary: The TGC must share with the MGC a list of persons barred from the facility because of their criminal histories, associations, reputation, or habits.

Comments: This provision of the Compact is similar to the involuntary exclusion list overseen by the MGC. Pursuant to M.G.L. c. 23K, § 45, and 205 CMR 152 *Individuals Excluded from a Gaming Establishment*, the MGC establishes and maintains a list of excluded persons.

Compact Language:

18.3. *Persons Barred From the Facility. The TGC shall establish, maintain and share with the MGC a list of persons barred from the Facility because their criminal histories, associations, reputation or habits pose a threat to the integrity of Gaming or enhance the chances of unsuitable, unfair or illegal activities or pose a threat to the safety of the Patrons or employees. The TGC shall exclude persons on such a list from entry into the Facility. The TGC shall also exclude persons engaging in disorderly conduct or other conduct jeopardizing public safety, and those persons who have either placed themselves on a self-exclusion list or who have been placed on an exclusion list in accordance with the Enterprise's policies.*

I. Patron Disputes

Summary: The TGC shall consult with the MGC in establishing procedures for the resolution of patron gaming disputes.

Comments: The MGC does not have procedures regarding patron gaming disputes.

Compact Language:

19.1. Patron Disputes. The TGC shall, after consultation with the MGC, establish procedures for the resolution of Patron disputes involving the play of Compact Games.

VI. Gaming Activity

A. Compact Game Reports

Summary: The TGC must notify the MGC monthly of the number and type of compact games which are anticipated to be played in the following 30 days.

Comments: Pursuant to 205 CMR 145.01 *Possession of Slot Machines*, a gaming licensee must file a list of slot machines and locations with the MGC prior to commencing gaming and every 30 days thereafter. This is similar to the Compact requirement of monthly notification. With respect to table games, the MGC has not yet written the internal controls requirements, though they will likely have a similar notice provision.

Compact Language:

4.1.1. Compact Game Reports. Prior to commencing the operation of any Compact Games in the Facility, the TGC shall notify the MGC of the number and type of Compact Games which are anticipated to be played over the next thirty (30) days, and thereafter report to the MGC by the 5th day of each month any changes anticipated for the coming month, and any changes made in the previous month which were not on the report covering anticipated games for the previous month.

B. New Class III Gaming Activity

Summary: The TGC must provide to the MGC at least 45 days advance written notice of its intention to offer any new class III gaming activity, a description of the gaming activity, the regulations governing the gaming activity, and the manner in which the gaming activity will be regulated under the Compact. The MGC shall notify the TGC of any objection within 30 days of its receipt of notice. If the MGC objects, the Tribe may not conduct the proposed gaming activity unless and until the MGC withdraws its objection, approves the new gaming activity, or is unsuccessful in a completed arbitration pursuant to the agreed-upon dispute resolution process. Within 15 days of the MGC's

objection, the parties must meet and attempt to resolve their differences. If they are unable to do so within 30 days of their initial meeting, either party may invoke the dispute resolution process.

Comments: The MGC has not yet developed its table game regulations, though they are likely to contain some similar form of notice and approval requirement for new games.

Compact Language:

4.4. New Class III Gaming Activity. Except for Internet Gaming described in subpart 4.3.2(a) or Lottery Games the Tribe agrees it will not offer under subpart 4.3.3, any new class III gaming activity authorized by the Commonwealth to be conducted by any Category 1 Licensee for any purpose within the Commonwealth after the Effective Date of this Compact may be offered by the Tribe, provided that before offering any such Gaming activity the TGC shall provide at least forty-five (45) days advance written notice to the MGC of its intention to offer such class III gaming activity, and a description of the Gaming activity, the regulations governing the Gaming activity, and the manner in which the Gaming activity will be regulated under this Compact.

4.4.1. Within thirty (30) days of its receipt of a notice under this subpart 4.4, the MGC shall notify the TGC in writing of its objection, if any, to the proposed new Gaming activity or the manner in which the TGC proposes to regulate it.

4.4.2. If the MGC objects, the Tribe may not conduct the proposed Gaming activity unless and until the MGC withdraws its objection, approves the new Gaming activity, or does not prevail in a completed arbitration pursuant to the dispute resolution process set forth in Part 21. In the event the Tribe does not receive timely notice under subpart 4.4.1 of an objection by the MGC, such new Gaming activity shall be deemed approved.

4.4.3. The Tribe and the MGC shall work cooperatively to resolve any MGC objections to the proposed additional Gaming activity and shall be guided by IGRA in any such discussions and resolution. Within fifteen (15) days of an MGC objection, the TGC and the MGC shall meet and attempt to resolve their differences informally. If the parties are unable to resolve their differences within thirty (30) days of their initial meeting, either party may invoke the dispute resolution process set forth in Part 21.

C. Certification of Game Software

Summary: All electronic gaming devices must be certified by an independent testing lab registered with the MGC prior to use.

Comments: For gaming licensees, 205 CMR 143 *Gaming Devices and Electronic Equipment* and 205 CMR 144 *Approval of Slot Machines and Electronic Gaming Equipment and Testing Laboratories* govern the standards and certification of gaming devices, which by and large adopt the relevant GLI standards. The Compact envisions a similar testing process to that required for gaming licensees.

Compact Language:

4.6. *Authorizations Specific to Gaming Devices. No Gaming Device may be offered for play by the Enterprise unless:*

4.6.2. *the software for the game authorized for play on the Gaming Device has been tested, approved and certified by a Gaming Test Laboratory as operating in accordance with any published standards for Gaming Devices by the NIGC, the published standards of Gaming Laboratories International, Inc. (known as GLI-11 and GLI-12), or such other comparable or more rigorous technical standards as the MGC and TGC shall agree upon, which agreement shall not be unreasonably withheld, and a copy of the certification is provided to the MGC;*²

VII. Financial Rights and Responsibilities

A. Annual Oversight Assessment

Summary: The Tribe must reimburse the MGC for costs incurred in carrying out its regulatory functions under the Compact, and must pay its share of the MGC's actual costs of operation (based on estimates by the MGC derived from the actual costs incurred in prior years) directly related to the MGC's responsibilities under the Compact in accordance with the procedures set out in the Compact. No funds under this section will be due until 120 days after the Tribal land is taken into trust, after which time the Tribe must pay the MGC an amount estimated by the MGC to be necessary to cover its Compact responsibilities for the remainder of the first fiscal year.

Comments: Pursuant to M.G.L. c. 23K, § 56, a gaming licensee is responsible annually for costs incurred by the MGC necessary to maintain regulatory control over the gaming establishment.

² 3.24. "Gaming Test Laboratory" means an independent gaming test laboratory recognized in the gaming industry as competent and qualified to conduct scientific tests and evaluations of Gaming Devices.

Under the Compact, the Tribe is responsible for reimbursing the MGC for costs that the Commonwealth incurs in carrying out the regulatory functions authorized by the Compact, but is only required to pay its share of the MGC's actual costs of operation which *directly relate* to the MGC's responsibilities under the Compact. Pursuant to the Compact, funds can't be due to the MGC until 120 days after the land was taken into trust,³ which is January 16, 2016. After that date, the Tribe may be required to pay an amount estimated by the MGC to be necessary to cover its Compact responsibilities for the remainder of the first fiscal year.

Compact Language:

8.1. The Tribe shall reimburse the MGC for the costs the Commonwealth incurs in carrying out the regulatory functions authorized by the terms of this Compact. The Tribe will pay its share of the MGC's actual costs of operation which directly relate to the MGC's responsibilities under this Compact. The costs shall be based on estimates by the MGC derived from the actual costs incurred in prior years and shall be included in a budget the MGC shall provide to the TGC for its approval, which approval shall not be unreasonably withheld or delayed. Payments for such costs shall be made to the MGC in advance and prior to the beginning of each fiscal year, or on such other payment schedule as the MGC and the Tribe shall agree. At the close of each fiscal year, the MGC shall reconcile the payments made by the Tribe under this Part with the actual costs incurred in carrying out its regulatory responsibilities under this Compact. Within thirty (30) days of the close of the fiscal year, the MGC shall either refund to the Tribe any amount paid in excess of the actual costs or bill the Tribe with a detailed invoice for the actual costs incurred in excess of the amounts paid, which amount due shall be paid by the Tribe as an addition to the next quarterly payment made under Part 9. At the Tribe's expense, the Tribe shall have the right to conduct a reasonable audit with respect to such costs.

8.2 Notwithstanding subpart 8.1, no funds shall be due under subpart 8.1 until one hundred twenty (120) days after the date the land comprising the Approved Gaming Site is accepted into trust by the United States as eligible for the conduct of Gaming under IGRA, on which date the Tribe shall pay to the MGC an amount estimated by the MGC to be necessary to cover the MGC's oversight responsibilities for the remaining portion of that first fiscal year of regulatory activity. The MGC estimate required under this subpart shall be included in a budget the MGC shall provide to the TGC for its approval, which approval shall not be unreasonably withheld or delayed.

³ September 18, 2015.

B. Quarterly Payments of Gross Gaming Revenue

Summary: The Tribe must pay to the MGC on a quarterly basis an amount of its gross gaming revenue per day at the applicable percentage determined by the following conditions (based on whether the Tribe has exclusivity in the Region):

Statewide Exclusivity: 21%

Region C Exclusivity only for Category 1: 17%

Existence of Category 2 Gaming Establishment in Region C: 2%

Existence of Category 1 Gaming Establishment in Region C: 0%

If a Category 1 License is awarded in Region C, whether it be before⁴ or after⁵ the opening of a Tribal casino, the Tribe will not have to pay any of its gross gaming revenue to the MGC.

Comments: Pursuant to M.G.L. c. 23K, § 55, a gaming licensee is responsible for daily tax assessments as opposed to quarterly under the Compact.

If a license is awarded in Region C and the Tribe's payment is reduced to 0%, the Tribe will still be responsible for reimbursing the MGC for costs incurred in performing its regulatory functions under the Compact (Part 8, discussed above).

Compact Language:

9.2.1. The Tribe shall pay an amount of its Gross Gaming Revenue per day (the "Allocation Percentage") on a quarterly basis to the MGC at the applicable percentage determined by the conditions set forth in subparts 9.2.1.1-4:

9.2.1.1. Statewide Exclusivity. If no Category 1 Licensed gaming establishment has ever commenced operations anywhere in the Commonwealth, the Allocation Percentage shall be twenty-one percent (21%).

9.2.1.2. Region C Exclusivity Only for Category 1. If a Category 1 Licensed gaming establishment has commenced operations in either Region A or Region B, the Allocation Percentage shall be seventeen percent (17%).

9.2.1.3. Effect of Category 2 Gaming Establishment in Region C. If a Category 2 Licensed gaming establishment has commenced operations in Region C, the Allocation Percentage in the applicable subpart 9.2.1.1 or 9.2.1.2 shall be reduced by two percent (2%).

⁴ Part 9.2.1.

⁵ Part 9.2.4.

9.2.1.4. *Effect of Category 1 Gaming Establishment in Region C. If a Category 1 Licensed gaming establishment has commenced operations in Region C, the Allocation Percentage shall be zero percent (0%) so long as the only forms of Wager games offered by the Tribe on the Approved Gaming Site are:*

- (a) Compact Games;*
- (b) Internet Gaming for games that are not subject to regulation under IGRA as class III games; and*
- (c) class II games under IGRA (other than Internet Gaming) not played using an electronic aid that includes a video spinning reel and/or mechanical spinning reel display.*

9.2.4. *If the Tribe's exclusive right to operate a casino within Region C is abrogated by the lawful issuance of a Category 1 License or any other commercial gaming license (other than a Category 2 License) for the operation of a gaming establishment in Region C, then upon commencement of operations under such license in Region C the Tribe can elect to either: (a) cease operations of its casino within sixty (60) days and terminate this Compact at the end of such period, in which case the Tribe will lose its right to conduct class III gaming within Region C, provided that payment of the Allocation shall be made for any Gaming conducted within the Facility; or (b) continue under this Compact but reduce the Allocation to zero percent (0%) of Gross Gaming Revenues so long as the conditions set forth in subpart 9.2.1.4 are met. If the Commonwealth lawfully issues a Category 2 License to operate a slot parlor in Region C, then upon commencement of operations of such Category 2 slot parlor in Region C the Allocation shall be reduced as set forth in subpart 9.2.1.3. Notwithstanding the other provisions in Subpart 9.2, if a Category 1 or 2 license is issued to the Enterprise, or any affiliate thereof, no corresponding reduction in Allocation shall be made because of the issuance of such a license or the conduct of gaming thereunder. Nothing within Subpart 9.2 shall relieve the Tribe of its obligation to pay the regulatory costs and fees required under Part 8.*

C. Gross Gaming Revenue Calculation

Summary: The amount of quarterly allocation payments shall be based on the gross gaming revenues generated during the immediately preceding quarter and shall be due by the 30th day following the end of each calendar quarter. The quarterly allocation payments must be accompanied by a certification of the gross gaming revenue calculation reflecting the total of all gross gaming revenues during the quarter and the total amount of the allocations due.

Comments: “Gross Gaming Revenue” is defined in the Compact (below). 205 CMR 140 *Gross Gaming Revenue Tax Remittance and Reporting* governs calculations of gross gaming revenue for gaming licensees. The calculations are similar in principal to those contained in the MGC regulatory calculation, but contain far less detail. For example, the Compact does not discuss the treatment of uncollectible credit.

Compact Language:

9.3. *The amount of quarterly Allocation payments shall be based on the Gross Gaming Revenues generated during the immediately preceding quarter, due by the thirtieth (30th) day following the end of each calendar quarter (i.e., by April 30 for the first quarter, July 30 for the second quarter, October 30 for the third quarter, and January 30 for the fourth quarter of the preceding year). If Gaming in the Facility commences during a calendar quarter, the first payment shall be made within thirty (30) days of the end of the first full quarter of such operations and shall cover the period from the commencement of operations to the end of the first full calendar quarter.*

9.4. *Any quarterly Allocation payment not paid on or before the date on which it is due shall be deemed overdue. If any quarterly Allocation payment is overdue, the Tribe shall pay, in addition to the overdue quarterly payment, all interest accrued thereon from the date such quarterly payment was due at the rate of one percent (1.0%) per month or the maximum rate permitted by law for delinquent payments owed to the Commonwealth, whichever is less. Entitlement to such interest shall be in addition to any other remedies the Commonwealth may have under this Compact.*

9.5. *The quarterly Allocation payments shall be accompanied by a certification of the Gross Gaming Revenue calculation prepared by an authorized representative of the Tribe reflecting the total of all Gross Gaming Revenues during the quarter and the total amount of the Allocation amounts due and payable. A copy of the certification shall also be sent to the MGC.*

3.28. *"Gross Gaming Revenue" means the total of all sums generated from the operation of Compact Games, less the total paid out as winnings to Patrons from the operation of such games. Gross Gaming Revenue shall include all sums generated from the operation of Internet Gaming. Gross Gaming Revenue shall not include as sums generated the cash equivalent value of any merchandise or thing of value included in a jackpot or payout or any amount received by the Gaming Operation from credit extended or collected by the Enterprise for purposes other than the operation of Gambling games. Gross Gaming Revenue shall also not include sums generated by a Patron's wagering*

of any promotional gaming credit issued by the Gaming Operation.

D. Tribe in Arrears

Summary: If the Tribe is in arrears of any allocation payment, the MGC must give the Tribe at least 15 days written notice to cure. If the Tribe fails to pay within 30 days of the receipt of notice to cure, the Compact may terminate (subject to dispute resolution procedures discussed below).

Comments: While the MGC does not have a comparable provision for providing gaming licensees with notice to cure a late payment, M.G.L. c. 23K, § 37(g) provides that willful failure to pay or evasion of a license fee or tax imposed by Chapter 23K will be punished by possible imprisonment and/or fine.

Compact Language:

9.6. The Tribe shall not conduct any Gaming at the Facility, directly or indirectly, if the Tribe is in arrears in any Allocation payment due under this Part for more than thirty (30) days and the MGC or the Governor has given the Tribe at least fifteen (15) days' written notice to cure such arrearage, and regardless of whether or not a dispute is pending over whether or not such Allocation payment is due. It is the intent of the parties that disputes over such payments shall not cause delays in the payments while a dispute is pending. Such disputes shall not be grounds for seeking or obtaining any equitable relief from the requirement that Gaming be suspended while the amount in such notice remains unpaid and uncured.

25.1 Subject to Part 24, this Compact shall remain in effect until such time as:

25.1.5. The Tribe fails to comply with its payment obligations to the Commonwealth under Part 9, and persists in such failure for a period of thirty (30) days after receipt of a written notice from the Commonwealth that specifies the amount due and the provision of this Compact under which such payment obligation is required. The Tribe may dispute the payment obligation or the amount of the obligation by invoking the dispute resolution process in Part 21. If the Tribe invokes the dispute resolution process in Part 21, the Tribe shall simultaneously place into escrow, in a financial institution that is not affiliated with either the Tribe or the Commonwealth, a sum of money equal to the amount claimed due by the Commonwealth. Within thirty (30) days of the entry of a final, non-appealable order by the arbitrators or by a court of competent jurisdiction, this Compact shall terminate and the Tribe shall cease the operation of Gaming governed by this Compact, unless the Tribe has paid

the full amount due, if any, as determined by the arbitrators or the Court or made arrangements satisfactory to the Commonwealth to make the payment. If the Tribe fails to make the payment to the Commonwealth, or fails to make an arrangement with the Commonwealth for payment, the Compact shall terminate and the Tribe shall cease the operation of all Gaming governed by this Compact.

E. Tax Agreement

Summary: The Tribe and the Commonwealth agree to enter into discussions for an inter-governmental agreement addressing measures the Tribe will use for the imposition, accounting, collection and remission to the Commonwealth of state taxes applicable to activities, goods, and services directly related to gaming and take place at the facility.

Compact Language:

18.5.1. Tax Agreement. Given that it is in their mutual benefit, the Tribe and the Commonwealth agree to enter into separate, good faith discussions for an inter- governmental agreement which addresses measures the Tribe will use for the imposition, accounting, collection and remission to the Commonwealth of state taxes that, pursuant to federal law, are applicable to activities and goods and services which are directly related to Gaming and take place upon, or are provided, received or consumed upon, the Approved Gaming Site. Such an inter-governmental agreement shall adhere to all federal statutory and case law pertaining to the application of state taxes on Indian Lands, and shall establish a mutually acceptable formula for the apportionment, between the Tribe and the Commonwealth, of the taxes collected under such agreement. Nothing herein is intended to authorize the imposition of any state or local tax on the Tribe or a Tribal member that is not otherwise authorized under federal law.

F. Administration of Mashpee Tribal Gaming Fund

Summary: The MGC is responsible for administration of the Mashpee Tribal Gaming Fund, into which all payments made under the Compact shall be paid. Within three business days of its receipt of the allocation, the MGC must transfer the monies in the Mashpee Tribal Gaming Fund to the funds identified in M.G.L. c. 23K, s. 59(2) in the appropriate proportions.

Comments: Pursuant to M.G.L. c. 23K, § 59, the MGC is responsible for administration of the Gaming Control Fund, which receives all tax on gross gaming revenues paid by gaming licensees. Section 59 identifies the funds to which monies are to be transferred and the appropriate proportions, and the Compact follows the disbursements and

proportions identified therein.

Compact Language:

9.2.2. *In order to distribute the Allocation in a manner that is consistent with the intent of the parties under this Compact, IGRA, and applicable law, there shall be set up on the books of the Commonwealth a "Mashpee Tribal Gaming Fund," into which all payments under this Compact shall be paid and which shall be administered by the MGC.*

9.2.3. *Within three (3) business days of its receipt of the Allocation, the MGC shall transfer the monies in the Mashpee Tribal Gaming Fund to the funds identified in Massachusetts General Laws, Chapter 23K, Section 59(2), and in the proportions set forth therein. An amount equal to fifty percent (50%) of the monies transferred under this subpart 9.2.3 to the Transportation Infrastructure and Development Fund established in Massachusetts General Laws Chapter 23K, Section 62 shall be segregated and utilized for the purpose of transportation and related infrastructure projects in Region C, including but not limited to, transit expansion and maintenance, other than those infrastructure improvements and traffic mitigation measures identified in subpart 5.4.5 and required to be completed by the Tribe pursuant to subpart 5.4.11.*

G. Administration of Public Health Trust Fund

Summary: The Tribe will contribute at least \$1.5 million annually to the Public Health Trust Fund, which the MGC co-administers.

Comments: The Public Health Trust Fund is established pursuant to M.G.L. c. 23K, § 58, and the MGC has signed an MOU with the Executive Office of Health and Human Services related to the co-administration of the Fund. This requirement is likely designed to parallel the provision in G.L. c.23K, §56(e) that requires the MGC to “assess an annual fee of not less than \$5,000,000 in proportional shares against each gaming licensee in proportion to the number of gaming positions at each gaming establishment”

Compact Language:

14.1. *The Tribe acknowledges that the conduct of Gaming activities on its Tribal land may adversely impact individuals who suffer from problem gambling. The Tribe is committed to supporting problem gambling education, awareness and treatment for such individuals. The Tribe agrees to contribute an amount that is no less than \$1.5 million annually to the Public Trust Health Fund established under Massachusetts General Laws chapter 23K, section 58, as added by section 16 of the Act. The annual payments agreed to under this*

Part 14 shall commence on the fifteenth (15th) day of the month following the one-year anniversary of the date the Facility opens and shall be paid on the same date each year thereafter for the duration of this Compact.

H. Surrounding Communities

Summary: The MGC shall expend monies from the Community Mitigation Fund to assist surrounding communities to the facility in offsetting costs related to the construction and operation of the facility.

Comments: “Surrounding Communities” is defined by the Compact (below). In contrast to the Compact, M.G.L. c. 23K, § 15(9) and 205 CMR 125.01(3) *Determination of Surrounding Communities and Execution of Mitigation Agreements* require a gaming licensee to submit negotiated agreements with surrounding communities as a prerequisite to licensure and establish guidelines for determining surrounding communities. Here, there is no process requiring the Tribe to negotiate such agreements or for the MGC or others to determine whether a community is a surrounding community.

Compact Language:

12.2. Surrounding Communities. The funding to mitigate impacts with respect to Surrounding Communities shall be in accordance with section 61 of Massachusetts General Laws chapter 23K, as added by section 16 of the Act. Pursuant to section 61 the MGC will expend monies from its Community Mitigation Fund to assist communities to offset costs related to the construction and operation of a gaming establishment including, but not limited to, the impacts on communities and water and sewer districts in the vicinity of the Facility, 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 MGC may, at its discretion, 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 (1) municipality. In addition, in conjunction with its application to the Secretary of the Interior to have the Approved Gaming Site accepted into trust for gaming purposes, and in accordance with its obligations under the NEPA, the Tribe is required to commission and pay for environmental impact studies prior to the Approved Gaming Site being accepted into trust, a process that necessitates public hearings and other obligations to take into account the input and views of surrounding communities. This process will give communities in the vicinity an opportunity, to the extent consistent with federal law, to shape the scope and content of the public studies made on the impacts on the human environment, which NEPA broadly defines to include among

other things education, housing, public safety, infrastructure, transportation and traffic, air, land, water, wildlife and all other social and physical considerations, and the alternative proposals and costs to mitigate all impacts that are the reasonably foreseeable consequences of any proposed decision to take land in trust for the purpose of Gaming conducted under this Compact. Under the Act, Region C may establish a local community mitigation advisory committee, which shall include not fewer than six (6) members, one of whom shall be appointed by each of the Host and Surrounding Communities, and one of whom shall be appointed by each regional planning agency to which at least one of the Host or Surrounding Communities belongs. At least one (1) member of that committee shall be appointed by the Tribe, and the Tribal appointee shall also be eligible to serve as a representative to the subcommittee on community mitigation formed under chapter 23K, section 68(b), as added by section 16 of the Act. The local community mitigation advisory committee may provide information to and develop recommendations for the subcommittee on community mitigation of the impact of the Facility on the Host Community and Surrounding Communities. The rules and processes governing the committee and subcommittee, including those providing guidance as to which communities shall be eligible for benefits and which applications for such benefits shall be granted, shall be as governed by the Act.⁶

3.46. "Surrounding Communities" means municipalities in proximity to a Host Community that experience, or are likely to experience, impacts from the development or operation of the Facility, including municipalities with transportation infrastructure providing ready access to the Facility.

⁶ Section 61. (a) There shall be established and set up on the books of the commonwealth a separate fund to be known as the Community Mitigation Fund. The fund shall consist of monies transferred under section 59 and all other monies credited or transferred to the fund from any other fund or source.

(b) The commission shall administer the fund and, without further appropriation, shall expend monies in the fund to assist the host community and surrounding communities in offsetting costs related to the construction and operation of a gaming establishment 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, at its discretion, distribute funds to a governmental entity or district other than a single municipality in order to implement a mitigation measure that affects more than 1 municipality; provided, however, that such entity or district shall submit a written request for funding in the same manner as a municipality would be required to submit such a request under subsection (c).

(c) Parties requesting appropriations from the fund shall submit a written request for funding to the commission before February 1 of each year. The commission may hold a public hearing in the region of a gaming establishment to provide parties with the opportunity to provide further information about their request for funds and shall distribute funds to requesting parties based on demonstrated need.

I. Audits

1. Copies of Audit Reports

Summary: The Tribe must provide annually to the MGC a copy of the audited financial statement at least 120 days following the end of the accounting period under review. The TGC must also provide the MGC with copies of all audit reports within 120 days of receipt of the audit. MGC auditors shall have access to the facility and to all records related to the gaming operation during ordinary hours of operation. The Tribe shall provide secure storage in the facility for the MGC to store any copies of enterprise records that are the subject of MGC review.

Comments: Pursuant to M.G.L. c. 23K, § 5(a)(8) and 520 CMR 139.07 *Annual Audit and Other Reports*, a gaming licensee must annually conduct an audit of its financial statements relative to the operation of its gaming establishment and must file the annual audit and associated statements with the MGC within three months following the end of the quarter following the end of the licensee's fiscal year. In addition, pursuant to M.G.L. c. 23K, § 65 and 205 CMR 139.09 *Audit of Gaming Licensee Operations by Commission*, the MGC must audit as often as it determines necessary, but not less than annually, the accounts, programs, activities, and functions of gaming licensees.

Compact Language:

6.5. Promulgation of Regulations. Without affecting the generality of the foregoing, the TGC shall promulgate and administer regulations for the implementation of this Compact:

6.5.13. requiring the Enterprise to obtain, at least annually, a certified audit covering all financial activities of the Enterprise conducted by an independent certified public accountant licensed by the Commonwealth. The audit shall be prepared in accordance with generally accepted accounting principles and auditing standards and shall specify the total amount wagered in the Facility for purposes of calculating Gross Gaming Revenue. The certified audit report shall be submitted to the TGC and the MGC within one hundred twenty (120) days of the close of the Enterprise's fiscal year. Such documents shall be subject to the confidentiality provisions of Part 11. The Tribe will maintain a copy of the certified audit report for not less than five (5) years.

16.1. The Tribe shall cause, at its own expense, the annual financial statements of its Gaming Operation to be audited by an independent certified public accountant in accordance with generally accepted

auditing principles as applied to audits for the gaming industry. A copy of the current audited financial statement for the Gaming Operation shall be submitted on an annual basis to the MGC no later than one hundred twenty (120) days following the end of the accounting period under review. The TGC shall also transmit a copy of all audit reports to the MGC within twenty (20) days of receipt of the audit by the TGC, and shall also provide a copy of the audit to other Commonwealth agencies upon request. Auditors employed by the MGC shall have access to the Facility and to all Records of the Enterprise related to the Gaming Operation during ordinary hours of operation in accordance with Part 6. All Records of the Enterprise and any MGC Records related to the Enterprise shall be deemed confidential and proprietary financial information pursuant to Part 11 and shall be protected from public disclosure by the MGC to the extent permitted by law. The Tribe shall provide secure storage in the Facility for the MGC to store any copies of Enterprise Records that are the subject of MGC review.

2. Copy of Audit Report of Independent Auditor

Summary: The TGC must provide the MGC with a copy of the audit report of the independent auditor. The MGC may review, at the TGC offices, the draft audit report and supporting documentation.

Comments: 205 CMR 139 *Continuing Disclosure and Reporting Obligations of Gaming Licensee* governs all audit requirements of a gaming licensee.

Compact Language:

16.3. The TGC shall provide to the MGC a copy of the audit report of the independent auditor at the same time the final audit is supplied to the NIGC under IGRA. Prior to issuance of the final audit report, the MGC may review, at the TGC offices, the draft audit report, engagement letter, management's representation letter, lawyer's contingency letter and other work-papers and make copies as the MGC deems necessary.

3. MGC or Commonwealth Audit of Revenue Payments

Summary: The MGC may cause, at its own expense, an audit to be made of the quarterly allocation payment report. The Tribe is responsible for payment for differences in the quarterly allocation payment reports according to the conditions below.

Comments: A similar provision applicable to gaming licensees governing the verification of gross gaming revenues is included in the MGC regulations at 205 CMR 140.05: *Examination of Accounts and Records for Verification of Gross Gaming Revenues.*

Compact Language:

16.4. The MGC or other Commonwealth agency may cause at its own expense an audit to be made by or on behalf of the Commonwealth of the quarterly Allocation payment report submitted pursuant to subpart 9.5. The audit shall be conducted by a certified public accountant in accordance with generally accepted accounting principles. If the audit finds that there is a material understatement in the quarterly Allocation payment for any quarter as reflected on such quarter's quarterly Allocation payment report, the Commonwealth will promptly notify the Tribe, and the Tribe will either accept the difference or provide reconciliation satisfactory to the Commonwealth. If the Tribe accepts the difference or fails to provide a reconciliation satisfactory to the Commonwealth within thirty (30) days of receipt of the notice, the Tribe must immediately pay the amount of any resulting deficiency in the quarterly Allocation payment plus interest on such amounts from the date they were due at the rate of one percent (1.0%) per month, or at the maximum rate permitted by state law for delinquent payments owed to the Commonwealth, whichever is less. The Tribe shall reimburse the Commonwealth or the MGC, as the case may be, for the cost of the audit if the audit finds a material understatement in the quarterly Allocation payment for any quarter as reflected on such quarterly payment report.

VIII. Records

A. Inspection of Records

Summary: The Enterprise must maintain the records listed below for at least five years from the date generated and must make them available for inspection by the MGC.

Comments: 205 CMR 138.09 *Retention, Storage, and Destruction of Records* requires a gaming licensee to include a records retention schedule within its system of internal controls, and codifies minimum standards for retention of various types of documents.

Compact Language:

10.1. In addition to other Records required to be maintained by this Compact,

the Enterprise shall maintain the following Records related to the implementation of this Compact, in permanent form and as written or entered, whether manually or by computer. The following Records shall be maintained by the Enterprise and made available for inspection by the MGC for not less than five (5) years from the date generated:

10.1.1. A log recording all surveillance activities in the monitoring room of the Facility, including, but not limited to, surveillance Records kept in the normal course of Enterprise operations and in accordance with industry standards; provided, notwithstanding anything to the contrary herein, surveillance Records may, at the discretion of the Enterprise, be destroyed if no incident has been reported within one (1) year following the date such Records were made and neither the TGC nor the MGC has requested that the Enterprise retain such Records and the Enterprise did not know or should not reasonably have been expected to have known that the Records should be retained;

10.1.2. Payouts from the conduct of all Compact Games;

10.1.3. Maintenance logs for all equipment used in the operation of Compact Games by the Enterprise;

10.1.4. Security logs as kept in the normal course of conducting and maintaining security at the Facility and in all aspects of the Gaming Operation, which at a minimum shall conform to industry practices for such reports. The security logs shall document any unusual or nonstandard activities, occurrences or events at or related to the Facility or Gaming Operation. Each incident, without regard to materiality, shall be assigned a sequential number for each such report. At a minimum, the security logs shall consist of the following information for each incident, which shall be recorded in a reasonable format: (a) the assigned sequential number; (b) the date, time and specific location of the incident; (c) a description of the incident; (d) the identity, including any identification information, of any persons involved in the incident and any known witnesses to the incident; and (e) the identity of the person making the report and any other persons contributing to its preparation;

10.1.5. Books and Records on all Compact Games operated by the Enterprise, which shall be maintained in accordance with generally accepted accounting principles; and

10.1.6. All other documents generated in accordance with this Compact.

B. Confidentiality of Records

Summary: To the extent permitted by law, all documents received by the MGC in connection with any investigation or confidential matter under the Compact are deemed to be confidential. Documents marked “confidential” may only be disclosed with prior written consent of the party providing the document or pursuant to a court order. If the MGC receives a third party request for the Tribe’s confidential documents, the MGC must notify the Tribe and give the Tribe the opportunity to assert its sovereignty before any release occurs.

Comments: The Compact raises the issue of whether the Public Records Law applies to the documents noted above and, if so, whether this provision creates a quasi-statutory exemption pursuant to M.G.L. c. 4, § 7(26)(a). The MGC will have to determine whether documents deemed “confidential” under the Compact can be handled in a similar respect to confidential documents submitted by gaming licensees, which may become the subject of non-disclosure agreements pursuant to 205 CMR 139.02 *Non-disclosure Agreements*.

Compact Language:

11.1. The parties agree that, to the extent permitted by law, any Documents, communications, or information provided to or received from the TGC, the Enterprise, the MGC or any other official, agency or entity of the Commonwealth, the Tribe, or the United States, in connection with any investigation or confidential matter under the provisions of this Compact, are confidential. Any party that has received any information, Document or communication from the other that is marked or deemed "Confidential" may release or disclose the information, Document or communication only with the prior written consent of the other party or pursuant to a lawful court order after timely notice of the proceeding has been given to the other party, unless such release or disclosure is required pursuant to State or federal law. Such Documents, communications or information shall be maintained in a secure place accessible only to authorized officials and employees of the party that has received the same, and shall be treated in accordance with the party's procedures and regulations to protect the confidentiality of the information, Documents and communications. Consistent with IGRA, nothing in this Part may be construed to diminish or override the privacy, sovereignty or governmental rights of the TGC, the Enterprise, or the Tribe as recognized in federal law. In order to protect the Tribe's rights under federal law, the Commonwealth hereby agrees that in the event either the Commonwealth or the MGC are in receipt of a request from a third party for the Tribe's Confidential Documents, communications or information, they shall timely notify the Tribe of the request and shall give the Tribe the opportunity to assert its sovereignty before any release of any such Confidential Documents, communications or

information occurs, and shall not release such materials unless and until a court of competent jurisdiction has determined finally that the Tribe's sovereignty is not a bar to the release of the Documents, communications or information.

IX. Dispute Resolution

Summary: Either the Tribe or the MGC may invoke the dispute resolution procedure if either believes that the other party has failed to comply with the Compact or in the event of a dispute over the interpretation and terms of the Compact.

Compact Language:

21.1. In the event the Tribe or the Commonwealth believe that the other party has failed to comply with any requirement of this Compact, or in the event of a dispute over the interpretation of the terms and conditions of this Compact, the aggrieved party may invoke the dispute resolution procedure in this Part 21.⁷

X. Internet Gaming

Summary: Although this does not affect the current status of the MGC's rights and responsibilities, there are three situations that are worth noting in which the Tribe may be permitted to conduct internet gaming in the future.

1. If internet gaming becomes authorized by the Commonwealth and only the State Lottery or other governmental agency is permitted to conduct internet gaming, then the Tribe will be permitted under IGRA to conduct internet gaming pursuant to a compact, the parties will negotiate for a new compact or an amendment to this Compact, and the Tribe may conduct internet gaming only in accordance with such compact.
2. If internet gaming becomes authorized by the Commonwealth and is permitted to be conducted by any Category 1 Licensee or other licensed commercial entity, the tribe may conduct internet gaming in the same manner and to the same extent that internet gaming is permitted to be conducted by the Category I or other commercial entity.
3. If in the future, federal law provides the Tribe with the right to engage in and implement internet gaming independent of any approval or consent of the

⁷ Complete Dispute Resolution Procedure is outlined in Part 21 of the Compact.

Commonwealth, the Tribe may conduct internet gaming and no revenue from internet gaming shall be included within gross gaming revenues without the future consent of the Tribe and the Commonwealth.

Comments: State law does not currently permit gaming licensees to conduct internet gaming.

Compact Language:

4.3.2. Internet Gaming. The Tribe will not offer any form of Internet Gaming regulated by the Commonwealth unless Internet Gaming is authorized under Commonwealth and federal law, and provided that in such case:

- (a) If Internet Gaming is authorized by the Commonwealth, and only the Massachusetts State Lottery or any other governmental agency of the Commonwealth is permitted to conduct Internet Gaming, the parties recognize and agree that: (i) the Tribe is permitted under IGRA to conduct Internet Gaming pursuant to a tribal state compact; (ii) the parties will negotiate in good faith for a tribal state compact, or amendment to this Compact, to implement the Tribe's conduct of Internet Gaming; and (iii) the Tribe may conduct Internet Gaming only in accordance with such compact or amendment.*
- (b) If Internet Gaming is authorized by the Commonwealth and permitted to be conducted by any Category 1 Licensee or other commercial entity licensed by the Commonwealth, the Tribe may conduct Internet Gaming in the same manner and to the same extent that Internet Gaming is permitted to be conducted in the Commonwealth by any Category 1 Licensee or other licensed commercial entity, provided the Tribe first complies with subpart 4.4 of this Compact.*

If at any time in the future federal law provides the Tribe with the right to engage in and implement Internet Gaming independent of any approval or consent of the Commonwealth, and the Tribe chooses to exercise that right, none of the foregoing provisions of this Subpart 4.3.2 shall apply and no Internet Gaming revenues shall be included within Gross Gaming Revenues without the future consent of the Tribe and the Commonwealth.

No Documents



TO: Chairman Crosby and Commissioners Cameron, Macdonald, Stebbins and Zuniga
FROM: Mark Vander Linden, Director Research and Responsible Gaming
Bruce Cohen, MA Department of Public Health, Research Coordinator
DATE: December 3, 2015
RE: Recommendations for the Annual Gaming Research Agenda

Background

Section 71 of Chapter 23k of the Massachusetts General Laws directs the Commission, with the advice of the Gaming Policy Advisory Committee (GPAC), to develop an annual research agenda in order to understand the social and economic effects of expanded gaming in the Commonwealth and to obtain scientific information relative to the neuroscience, psychology, sociology, epidemiology and etiology of gambling.

A Memorandum of Understanding between the Massachusetts Gaming Commission and the Executive Office of Health and Human Services, signed July 24, 2014, established a Public Health Trust Fund (PHTF) Executive Committee. The PHTF Executive Committee is authorized to set an annual budget and protocols for expenditures from the Public Health Trust Fund, which includes funding for the annual research agenda.

Current Research Agenda

Social and Economic Impacts of Gaming in Massachusetts: In 2013, the Commission engaged a team at the University of Massachusetts, Amherst to conduct a comprehensive, multi-year study of the “Social and Economic Impacts of Gambling in Massachusetts” (SEIGMA) to understand the impacts of the introduction of casino gambling in Massachusetts. The SEIGMA study has established baselines for virtually all social and economic variables that may be affected by expanded gaming. Moving forward, data will be collected, analyzed and reported each year to identify the true social and economic impacts. This will provide key information to maximize the benefits and mitigate the negative impacts of expanded gaming in the Commonwealth. Key activities to date include:

- *Gambling and Problem Gambling in Massachusetts: Results of a Baseline Population Survey*, which is the largest element of its Social and Health impacts analysis.
- Baseline economic profiles for each of the host communities: Everett, Plainville and Springfield.
- Baseline study of casino related crime in the Plainville and surrounding communities. The first quarterly follow up will be presented to the Commission on December 3, 2016.
- An analysis of problem gambling helpline data and problem gambling services. This information is being used to develop a problem gambling services strategic plan.
- A series of web applications that allow users to interact with secondary data.
(www.umass.edu/seigma/data)



Massachusetts Gaming Commission

Massachusetts Gambling Impact Cohort (MAGIC): The UMASS team is also conducting a longitudinal cohort study known as the Massachusetts Gambling Impact Cohort (MAGIC). This project promises to be a landmark study, providing new and much needed information about problem gambling incidence rates and the course of problem gambling in Massachusetts. MAGIC will yield important and unique information leading to treatment and prevention initiatives that are tailored to the needs of the people of the Commonwealth. Furthermore, this valuable addition to the research agenda will:

- Establish the raw number of new problem gamblers each year (necessary for resource allocation);
- Identify the variables of greatest etiological importance in the development of and remission from problem gambling ;
- Determine whether proportionally more resources should be put into prevention or treatment; and

To date, two waves of baseline data have been collected from a cohort of 3,100 adult Massachusetts residents. The study includes an over sample of at-risk and problem gamblers drawn from the SEIGMA baseline population survey.

Evaluation of Responsible Gaming Initiatives: In April, 2015 the Cambridge Health Alliance, Division on Addiction (Division) initiated an effort to evaluate three key responsible gaming initiatives lead by the MGC. These projects and the evaluation goal include:

- 1) Voluntary Self-Exclusion: The Division is collecting data that will permit an assessment of a diverse range of outcomes including, self-reported treatment seeking, gambling behavior, self-exclusion violations, etc. Because the MGC adopted and “engaged” approach to VSE, the Division is comparing outcomes of those that received the engaged approach to a standard approach.
- 2) GameSense Information Center: The Division worked with the MGC and MA Council on Compulsive Gambling to develop a record keeping system that consists of an employee checklist to document the GSIC related activity and a set of patron surveys that provide information about patrons’ GSIC experiences. This data should provide insight into the epidemiology of the GSIC activity and how patrons receive the GS activities, in practice.
- 3) Play Management: The Division has provided advice and consultation in the development of the Play Management system that is scheduled to go live in January, 2016. Once live, the Division will study the basic epidemiology of Player Card and Play Management uptake and usage. In addition, this study will assess whether Play Management improves gamblers’ behavioral outcomes (e.g., supporting affordable gambling and reducing excessive gambling).

Player tracking data collection, storage and dissemination: MGC has set aside money in the FY2016 budget to procure services with an “experienced nonprofit research entity” to collect, anonymize, store and disseminate information generated by loyalty programs, player tracking software, player card systems, or any other information system (Chapter 194, Section 97). This project has not yet been begun.



Massachusetts Gaming Commission

Recommendations for the 2016 Research Agenda

An informal Gaming Research Advisory Committee (GRAC) meets quarterly to help guide the Massachusetts Gaming Commission, PHTF Executive Committee and the Gaming Policy Advisory Committee on research matters. During the GRAC meeting on October 23, 2015 there was a discussion of recommendations for the 2016 research agenda. The following recommendations emerged from this discussion.

- 1) Expand research to reach key and/or high-risk sub-populations
 - Linguistically isolated and minority populations
 - Veterans
 - Youth
 - Seniors
- 2) Add a targeted survey wave to SEIGMA to capture the exposure and adaptation effect of casino expansion in Plainville.
- 3) New research on treatment and prevention models.
 - Locating and enrolling persons with gambling disorders into treatment
 - Problem gambling recovery relapse
 - Integration of gambling disorder treatment within the behavioral health system
- 4) Continue existing SEIGMA, MAGIC and evaluation projects with consideration for refinement.
- 5) Expand the study of gaming-related crime by using comparative crime data from matched communities.
- 6) New research on the impact of daily fantasy sports.

Recommendations for the 2016 Annual Research Agenda

The GRAC provided a number of thoughtful research recommendations that would undoubtedly contribute to the understanding of gambling disorders and the impact of expanded gaming in the Commonwealth. However, constraints on time and money limit the extent which the MGC can implement these recommendations. Therefore, we offer the following recommendations with the understanding that the scope and budget for the research projects must be feasible within the capacity of the current FY2016 budget and FY2017 budget.

Recommendation #1: Continue the scope of the current research agenda, including SEIGMA, MAGIC and responsible gaming evaluation initiatives through the next year. Consider appropriate changes to contents and methodology for these projects.

Recommendation #2: Initiate the last component of the 2015 research agenda which is to procure services with an “experienced nonprofit research entity” to collect, anonymize, store and disseminate information generated by loyalty programs, player tracking software, player card systems, or any other information system. Data will be made available to qualified researchers for the purposes of: 1) conducting analyses that improve understanding of how gambling addiction develops and progresses, 2) developing evidence-based harm minimization strategies and 3) developing evidence-based systems to monitor, detect and intervene in high-risk gambling.



Massachusetts Gaming Commission

Recommendation #3: Add a targeted survey wave to SEIGMA to capture the exposure and adaptation effect of casino expansion in Plainville.

Recommendation #4: Identity priority population subgroups where further information is needed. Based on this information, develop and implement data collection efforts. Possible subgroups include: Hispanics, particularly in Western MA; Portuguese speakers in southeast MA, Asians subgroups, elderly, and veterans.

Timeline

October 23, 2015	The GRAC provided recommendations for the 2016 gaming research agenda as outlined in this memo.
November 19, 2015	MGC Director of Research and Responsible Gaming and DPH Research Coordinator discuss research options and offer advice to Commissioners. Commissioners identify research agenda priorities.
December 15, 2015	MGC Director of Research and Responsible Gaming and DPH Research Coordinator discuss research options and solicit advice from the Gaming Policy Advisory Committee. Additional advice is solicited.
January 12, 2016	MGC Director of Research and Responsible Gaming and DPH Research Coordinator discuss research options and offer advice to the Public Health Trust Fund Executive Committee. PHTF Executive Committee members identify research agenda priorities.
January 21, 2016	MGC Commissioners weigh advice and priorities and vote on 2016 Gaming Research Agenda.



Massachusetts Gaming Commission

No Documents

No Documents



*Investigations and
Enforcement Bureau*

To: Stephen Crosby, Chair
Gayle Cameron, Commissioner
Lloyd Macdonald, Commissioner
Bruce Stebbins, Commissioner
Enrique Zuniga, Commissioner

From: Loretta M. Lillios, Chief Enforcement Counsel/Deputy Dir. - IEB

Date: December 1, 2015

Re: Delegation of Authority to the Director of the Investigations & Enforcement Bureau (“IEB”) regarding Temporary Licenses

REQUEST: that the Massachusetts Gaming Commission (“Commission”) delegate to the Director of the IEB the authority to consider and approve, deny, or refer to the Commission petitions filed by a gaming licensee for the issuance of temporary licenses for applicants for key gaming employee licenses, gaming employee licenses, and gaming vendor licenses, and to approve, deny, or refer to the Commission petitions for the renewal of key gaming employee and gaming employee temporary licenses previously issued.

DISCUSSION: The emergency amendments to Title 205 Code Mass. Regs. § 134.12 set forth the procedure by which a gaming licensee may petition the Commission to issue a temporary license to an applicant for a key gaming employee license, a gaming employee license, or a gaming vendor license. This resolution requests that the Commission approve a delegation of authority to the Director of the IEB to allow her to consider and approve for issuance, to deny, or in questionable cases to refer to the Commission petitions filed by a gaming licensee for the issuance of temporary licenses for key gaming employees, gaming employees, and gaming vendors in accordance with the standards set forth in the emergency amendments to 205 CMR 134.12. The IEB Director or her designee will advise the Commission on a regular basis of actions taken under this delegation.



Massachusetts Gaming Commission

WHEREAS, Title 205 Code Mass. Regs. § 134.12, as amended by emergency promulgation on December 3, 2015, provides for a process whereby a gaming licensee may petition for a temporary license to issue to certain categories of applicants, i.e., key gaming employees, gaming employees, and gaming vendors, and allows for the issuance of such a temporary license if the applicant has filed a completed application and has submitted all of the required disclosure forms and the gaming licensee certifies, and it is found, that the issuance of a temporary license is necessary for the operation of the gaming establishment and is not designed to circumvent the normal licensing procedures;

WHEREAS, Title 205 Code Mass. Regs. § 134.12, as amended by emergency promulgation on December 3, 2015, further provides that a temporary license may be issued if there is no preliminary evidence of anything that would serve to disqualify the applicant from licensure nor is there any other reason known at the time why a positive determination of suitability may not ultimately be achieved in accordance with the criteria listed in G.L. c. 23K, §§ 12 and 16, and/or 205 CMR 134.10; and a preliminary review of the applicant does not reveal information that may require further investigation;

WHEREAS, the Director of Licensing monitors on an ongoing basis the status of applications, has ready access to determine whether an applicant has submitted a completed application and all of the required disclosure forms, has the ability to readily determine whether the issuance of a temporary license for an applicant for a key gaming employee license, gaming employee license, gaming vendor license is necessary for the operation of the gaming establishment and is not designed to circumvent the normal licensing procedures;

WHEREAS, the volume of requests by a gaming licensee for the issuance of temporary licenses and renewals is expected to be significant, and prompt determinations are required to ensure the uninterrupted operation of the gaming establishment and the uninterrupted continuation of the construction phase of the gaming establishment;

WHEREAS, the delegation described herein calls for the Director of the IEB to refer questionable cases to the Commission;



Massachusetts Gaming Commission

NOW IT IS HEREBY RESOLVED AS FOLLOWS:

RESOLVED: That the Commission authorizes the Director of the IEB to consider petitions filed by a gaming licensee for the issuance of a temporary license for applicants for a key gaming employee license, a gaming employee license, and a gaming vendor license, and to approve such licenses for issuance by the Director of Licensing; to exercise discretion to renew such temporary licenses issued to key gaming employees and gaming employees in accordance with 205 CMR 134.12(1)(b); to deny petitions for issuance of such licenses; and to refer petitions to the Commission for its consideration in questionable cases, all in accordance with the standards set forth in 205 CMR 134.12 as amended on December 3, 2015.

RESOLVED: That the Director of the IEB or her designee shall advise the Commission on a regular basis of actions taken under this delegation.



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

134.12: Temporary Licenses

(1) Temporary Licenses for Employees

(a) Upon petition to the Commission by a gaming licensee, the Commission may issue a temporary license to an applicant for a key gaming employee license ~~or; a gaming employee license, or a gaming vendor license~~ if:

1. the applicant for a key gaming employee license; ~~or a gaming employee license, or a gaming vendor license~~ has filed a completed application with the commission **and has submitted all of the required disclosure forms; and**

2. there is no preliminary evidence of anything that would serve to disqualify the applicant from licensure nor is there any other reason known at the time why a positive determination of suitability may not ultimately be achieved, in accordance with the criteria listed in G.L. c. 23K, §§ 12 and 16, and/or 205 CMR 134.10;

3. a preliminary review of the applicant does not reveal information that may require further investigation; and

4. the gaming licensee certifies, and the Commission finds, that the issuance of a temporary license is necessary for the operation of the gaming establishment and is not designed to circumvent the normal licensing procedures.

(b) Unless otherwise stated by the Commission, a temporary license issued in accordance with 205 CMR 134.12 shall expire six months from the date of its issuance and may be renewed, at the discretion of the Commission, for an additional six-month period.

~~(2) Standard of Review. A Temporary license may be issued upon a finding that the license is reasonably likely to be issued upon completion of the investigation.~~

(2) Temporary Licenses for Gaming Vendors

(a) Upon petition to the commission by a gaming licensee, the commission may issue a temporary license to an applicant for a gaming vendor license if:

1. the applicant for a gaming vendor license has filed a completed application with the commission and has submitted all of the required disclosure forms;

2. there is no preliminary evidence of anything that would serve to disqualify the applicant from licensure nor is there any other reason known at the time why a positive determination of suitability may not ultimately be achieved, in accordance with the criteria listed in G.L. c. 23K, §§ 12 and 16, and/or 205 CMR 134.10; and

3. a preliminary review of the applicant does not reveal information that may require further investigation.

(b) Unless otherwise stated by the commission, a temporary gaming vendor license issued under this section shall expire upon issuance of the full license or upon suspension or revocation of the temporary license, and in any event no later than the term of the license as set forth in 205 CMR 134.16(1).

134.16: Term of Licenses

(1) Licenses and registrations issued in accordance with 205 CMR 134.00 shall be valid for the following terms:

(a) Key Gaming Employees. Key Gaming employee licenses shall be for an initial term of ~~three~~ **five** years. The initial term of a key gaming employee license shall expire and be renewable on the last day of the month on the ~~third~~ **fifth** anniversary of the issuance date. Key gaming employee license renewals shall be for a term of three years.

(b) Gaming Employees. Gaming employee licenses shall be for an initial term of ~~three~~ **five** years. The initial term of a gaming employee license shall expire and be renewable on the last day of the month on the ~~third~~ **fifth** anniversary of the issuance date. Gaming employee license renewals shall be for a term of three years.

(c) Gaming Service Employees. Gaming service employee registrations shall be for an initial term of five years. The initial term of a Gaming service employee registration shall expire and be renewable on the last day of the month on the fifth anniversary of the issuance date. Gaming service employee registration renewals shall be for a term of five years.

(d) Gaming Vendors and Gaming Vendor Qualifiers. Gaming vendor licenses and gaming vendor qualifier licenses shall be for an initial term of three years. The initial term of a Gaming vendor license and gaming vendor qualifier license shall expire and

be renewable on the last day of the month on the third anniversary of the issuance date. Gaming vendor license and gaming vendor qualifier license renewals shall be for a term of three years.

(e) Non-gaming Vendors. Non-gaming vendor registration shall be for an initial term of five years. The initial term of a Non-gaming vendor license shall expire and be renewable on the last day of the month on the fifth anniversary of the issuance date. Non-gaming vendor registration renewals shall be for a term of five years.

(f) Labor Organizations. Labor organization registrations shall be for an initial term of one year. The initial term of a Labor organization registration shall expire and be renewable on the last day of the month on the first anniversary of the issuance date.

(2) Notwithstanding 205 CMR 134.16(1), licenses and registrations issued in accordance with 205 CMR 134.00 may be issued with a conditional expiration date to coincide with any employment authorization issued by the United States which is less than the term of the license or registration. A license or registration that is issued with such a conditional expiration date may be extended upon the presentation of proof of United States citizenship or authorization to work in the United States beyond the previous expiration date. Provided, however, no expiration date shall be extended beyond the term for which such a license would have been issued in accordance with 205 CMR 134.16(1).

(3) If a licensee or registrant has, in accordance with 205 CMR 134.17, made timely and sufficient application for a renewal, their license or registration shall not expire and the applicant shall remain in good standing until the Bureau has issued a decision on the application. If a renewal application is received after the renewal date and the license expires before the Commission issues a new license, the person shall not be employable nor conduct business with the gaming establishment until a new license is issued.

(4) A license for a person for whom a positive determination of suitability was issued in accordance with 205 CMR 115.05(3) as part of the RFA-1 process and who filed an application in accordance with 205 CMR 134.08(23) in ~~lieu~~ lieu of the complete application for the position for which they seek licensure shall be issued nunc pro tunc to the date of the suitability finding.

(5) All licenses and registrations issued in accordance with 205 CMR 134.00 shall be valid for employment with any Massachusetts gaming licensee.

REGULATORY AUTHORITY

205 CMR 134: M.G.L. c. 23K, §§ 3, 12, 16, 30 and 31

205 CMR: MASSACHUSETTS GAMING COMMISSION

205 CMR 116.00: PERSONS REQUIRED TO BE LICENSED OR QUALIFIED

116.07: Qualification of New Qualifiers

No new qualifiers may, **in advance of qualification by the commission**, perform duties or exercise any powers relating to the position that said qualifier is seeking to assume ~~until qualified by the commission~~ **without the approval of the Bureau following the submission of a completed application.**

REGULATORY AUTHORITY

205 CMR 116: M.G.L. c. 23K, §§ 4(37), 5, 12, 14, and 16

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November 30, 2015

HAND DELIVERY

John Ziemba
Ombudsman
Massachusetts Gaming Commission
101 Federal Street, 12th Floor
Boston, MA 02110

2015 NOV 30 PM 3:43
MASSACHUSETTS GAMING
COMMISSION

**RE: MGM Springfield Casino Project, Hotel, Apartments/Armory Square Retail & Cinema,
Main Union, State & Howard Streets, Springfield, MA: MHC# RC53951, EEA# 15033**

Dear Ombudsman Ziemba:

Enclosed please find a final copy of the Memorandum of Agreement (the “MOA”) among the Massachusetts Gaming Commission (the “MGC”), Blue Tarp reDevelopment, LLC (“MGM Springfield”), the Massachusetts Historical Commission (“MHC”) and concurring parties: the Springfield Historic Commission (the “SHC”); the City of Springfield (the “City”); and the Springfield Preservation Trust (the “Trust”) regarding the MGM Springfield Project (the “Project”) in Springfield, Massachusetts.

The MOA fully incorporates the November 13, 2015 comments submitted by the MHC and is signed by MGM Springfield President Michael Mathis. Pursuant to 950 CMR 71.07(3)(d) and the terms of the December 31, 2014 Certificate of the Secretary of Energy and Environmental Affairs on the Final Environmental Impact Report (“FEIR”) and the November 25, 2015 Certificate of the Secretary of Energy and Environmental Affairs on the Notice of Project Change (“NPC”), please present the MOA to the MGC for its review and signature at the December 3, 2015 Public Meeting and forward the signed MOA to Executive Director Simon for her signature on behalf of the MHC. Upon execution as required under the MHC Regulations, FEIR and NPC, MGM Springfield will secure the concurring parties’ signatures.

Thank you for your attention to this matter.

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Sincerely,

BROWN RUDNICK LLC

JED M. NOSAL

cc: Catherine Blue, General Counsel, MGC (by hand)
Brona Simon, Executive Director, MHC (by hand)
Elizabeth Sherva, MHC (by hand)
Ralph Slate, Springfield Historical Commission (via overnight delivery)
Edward Pikula, City Solicitor, Springfield (via overnight delivery)
Scott Hanson, City of Springfield (via overnight delivery)
Robert McCarroll, Springfield Preservation Trust (via overnight delivery)
Deirdre Buckley, Director, Massachusetts Environmental Policy Act (by hand)

MEMORANDUM OF AGREEMENT
AMONG THE
MASSACHUSETTS GAMING COMMISSION,
BLUE TARP REDEVELOPMENT,
AND THE
MASSACHUSETTS HISTORICAL COMMISSION
REGARDING THE
MGM SPRINGFIELD PROJECT
SPRINGFIELD, MASSACHUSETTS

WHEREAS, Blue Tarp reDevelopment, LLC (the “Proponent”) proposes the MGM Springfield Project, a mixed-use redevelopment comprising casino, hotel, retail, restaurant, residential, and cinema uses to be located on a previously developed urban site in the City of Springfield, Massachusetts (the “Project”); and

WHEREAS, the Project site encompasses four properties listed on the State and National Registers of Historic Places [French Congregational Church, State Armory, United Electric Company Building, WCA Boarding House] and three properties listed on the State Register of Historic Places with formal Determinations of Eligibility [Edisonia Theater Block, Massachusetts Mutual Life Insurance Company Building, Young Women’s Christian Association], collectively referred to as “State Register Properties”; and

WHEREAS, the Project site encompasses two properties included in the Inventory of Historic and Archaeological Assets of the Commonwealth [Howard Street Primary School, Union House/Chandler Hotel] and three properties identified by the Springfield Historical Commission (SHC) as being of historic interest [Apartment Building at 35 Howard Street (not extant), Office Building at 79 State Street, Office Building at 95 State Street], collectively referred to as “Other Historic Properties”; and

WHEREAS, the Project is expected to result in the partial renovation of State Register Properties [State Armory and Massachusetts Mutual Life Insurance Company Building] and one Other Historic Property [95 State Street] within the Project Site; and

WHEREAS, the Project is expected to result in the relocation of a State Register Property [French Congregational Church] within the Project Site; and

WHEREAS, the Project is expected to result in the partial or full demolition of State Register Properties and Other Historic Properties within the Project Site including partial demolition of the State Armory, United Electric Company Building, Young Women’s Christian Association, and Union House/Chandler Hotel, and full demolition of the WCA Boarding House, Howard Street Primary School, Edisonia Theater Block, and 79 State Street; and

WHEREAS, Massachusetts Historical Commission (MHC) has determined that the Project including demolition of part or all of State Register Properties constitutes adverse effects through destruction or alteration of all or part of the buildings, pursuant to M.G.L, Chapter 9, Sections 26-27C and 950 CMR 71.00 et seq., and that consultation in accordance with said regulations is required for the Project; and

WHEREAS, Massachusetts Environmental Policy Act (MEPA) review of the Final Environmental Impact Report (FEIR) resulted in a MEPA Certificate finding that the FEIR adequately and properly complies with MEPA and its implementing regulations (301 CMR 11.00), with outstanding issues to be addressed during State permitting and acknowledges MHC and Massachusetts Gaming Commission (MGC) anticipate entering into a Memorandum of Agreement (MOA) that outlines measures to avoid, minimize, or mitigate adverse effects to State Register Properties; and

WHEREAS, MGC, Proponent, and MHC have consulted regarding the potential adverse effects of the Project to the State Register Properties, have examined alternatives, and have concluded that there are no prudent and feasible measures or alternatives which would eliminate the need for the demolition or partial demolition of State Register Properties, but that measures are proposed in the Stipulations of this MOA to be implemented and completed to mitigate the adverse effects of such demolition; and

WHEREAS, MHC has determined to accept the adverse effects of the Project on the State Register Properties in accordance with satisfactory implementation of the terms and stipulations of this MOA; and

WHEREAS, the SHC, City of Springfield (the "City"), and the Springfield Preservation Trust ("SPT") have been invited to participate in the consultation and to concur with this MOA; and

WHEREAS, capitalized terms used but not defined in this MOA shall be deemed to have the meanings assigned to them in 950 CMR 70.00 to 71.00 et. seq., or if not therein defined, their ordinary meaning.

NOW, THEREFORE, MGC, Proponent, and MHC agree and SHC, the City and SPT concur that the Project shall be undertaken and implemented in accordance with the following stipulations to mitigate the effects of the Project on the State Register Properties and Other Historic Properties.

STIPULATIONS

MGC shall ensure that the following measures are implemented by the Proponent:

1. RENOVATION OF STATE REGISTER PROPERTIES AND OTHER HISTORIC PROPERTIES

One State Register Property [Massachusetts Mutual Life Insurance Company Building] and one Other Historic Property [95 State Street] will be retained and renovated.

2. PARTIAL PRESERVATION OF STATE REGISTER PROPERTIES AND OTHER HISTORIC PROPERTIES

Two State Register Properties [State Armory and United Electric Company Building] and one Other Historic Property [Union House/Chandler Hotel] will be partially preserved.

- a. United Electric Company Building, 73 State Street – The State Street (front) north façade, a portion of the adjoining east and west (side) elevations, entry canopy, and related stairs and ground floor exterior architectural elements will be retained. Retention of select interior elements, including the stained glass dome with decorative railing, and select marble wainscoting elements of the ground floor lobby will be carefully removed, stored, and reused within the Project at the banquet facility lobby. Elements that cannot be successfully removed for reuse will be replicated to the greatest extent possible, and may include pilasters, capitals, and other decorative plaster elements. See Attachment A: MGM Springfield, 73 State Street Dome Salvage and Reuse, October 28, 2015.

- b. State Armory – The State Amory 1895 head house will be retained. The 1915 head house addition will be removed. The space frame proposed for the public open air amenity space to be constructed to the south (rear) of the State Armory head house will visually replicate the truss design of the original drill shed. Plans for the renovation of the State Armory 1895 head house will be submitted to the SHC for review and comment.
- c. Union House/Chandler Hotel – The Main Street (front) west facade and a minimum of six feet of the Bliss Street (side) north elevation will be retained. As project plans advance, retention of more of the Bliss Street elevation in situ on the interior of the Project will be explored. The second floor window openings at the Main Street elevation will be restored to their original configuration including masonry head conditions. Windows at the second, third, and fourth floors at the Main Street and Bliss Street elevations will be replaced with six-over-six windows matching the original dimensions and configuration, based upon extant windows within the building. Ground floor storefronts will be replaced with new storefronts reminiscent of period storefronts. If retaining original features is not feasible based upon the façade’s structural condition, the Main Street façade and the Bliss Street elevation will be reconstructed using materials salvaged from the original building. See Attachment B: Union House/Chandler Hotel façade retention plan, October 15, 2015.
- d. Union House Hotel – Interior wood Federal-style window paneling from the third and fourth floors will be removed and preserved, where reasonable and possible. Where reasonable and possible and based on final project design approved by the City and MGC, the paneling will be restored and reinstalled in operable window openings of the newly constructed structure which will be built behind the Union House façade. If use of the panels is not reasonable and possible or is not consistent with the final approved design as set forth above, or if there are excess panels, the Proponent will consult with the SHC on further use or disposition of the panels.

3. RELOCATION AND RENOVATION OF STATE REGISTER PROPERTIES

One State Register Property [French Congregational Church] will be relocated and renovated. Plans for the relocation of the building will be prepared in accordance with National Park Service guidance (*Moving Historic Buildings*. John Obed Curtis. International Association of Structural Movers. 1975, reprinted 1991). The relocated building will face south toward Union Street. Renovation plans for the exterior will be submitted to the SHC for review and comment.

4. SALVAGE AND REUSE OF ARCHITECTURAL ELEMENTS

Architectural elements from buildings proposed to be demolished or partially demolished may be salvaged and reused in the Project or offered to a third party architectural salvage company. Elements proposed to be salvaged are identified in Attachment C: “MGM Springfield Buildings and Interiors Consolidated Salvage Program, July 18, 2015” as follows:

- a. United Electric Company Building, 73 State Street – As noted above, the State Street (front) north façade, four feet of the adjoining east (side) elevation and sixteen feet of the adjoining west (side) elevation, entry canopy and related stairs and ground floor exterior architectural elements will be retained. Retention of select interior elements, including the stained glass dome with decorative railing and select marble wainscoting elements of the ground floor lobby will be carefully removed, stored, and reused within the Project at the banquet facility lobby. Elements that cannot be successfully removed for reuse will be replicated within the

banquet facility lobby to the greatest extent possible, and may include pilasters, capitals, and other decorative plaster elements. Attachment A outlines the step-by-step procedure for removal of the dome and associated elements.

- b. Howard Street Primary School – Interior wood components (panel wood doors and period chairs) have been salvaged for reuse in the Project.
- c. Young Women’s Christian Association – The design of the west elevation of the event plaza will be inspired by the YWCA Bliss Street (front) south façade, with modifications as presented to the MHC and SHC. Select architectural elements from the YWCA façade will be salvaged and reinstalled on the new façade, including terra cotta components (quoins, lintels). Elements that cannot be successfully removed for reuse will be reproduced to match the existing to the greatest extent possible. Plans for the proposed façade will be submitted to the SHC.
- d. All other structures within the Project site that are proposed for partial demolition or demolition have been surveyed for potential salvage materials and are identified in the “MGM Springfield Buildings and Interiors Consolidated Salvage Program.”

5. DESIGN REVIEW

The design of the Project will be sensitive to the adjacent historic resources. The proponent shall submit scaled proposed project plans for the Project to the SHC at the 50% and 95% design phases for the ongoing review and comment by the SHC; and shall take into consideration SHC’s comments to the extent feasible in the development of project plans and specifications for the following design phase.

6. PHOTOGRAPHIC DOCUMENTATION

Prior to any demolition activities, the Proponent shall ensure that the buildings are documented according to the following archival documentation requirements.

The Proponent shall produce photographic recordation of the seven State Register Properties and four extant Other Historic Properties. The photographs shall be keyed by number to a photograph description sheet and building sketch plans. The photographs shall include views of the overall exterior elevations, interior spaces, and representative views of architectural details, including but not limited to, windows, doors, stairways, and light fixtures. The poor condition of some the buildings mandates that interior photography shall be undertaken in those buildings that are deemed safe to enter by the Proponent. At least three (3) context views showing the buildings in relationship to their current setting shall be included. Photographic documentation will consist of digital photographs captured and printed according to the *MHC Photographic Documentation Technical Requirements for Digital Images*, attached to this MOA as Attachment D and incorporated herein by reference. Photographic documentation shall be keyed to a site map and a photograph identification list that specifies the name and the MHC inventory number of the buildings and structures that appear in each photographic image. One (1) original, archival set of this documentation shall be submitted to SHC for transfer to the Lyman & Merrie Wood Museum of Springfield History.

7. INTERPRETIVE SIGNAGE

MGC and Proponent will consult with SHC to develop the contents, designs, specifications, and locations of interpretive signage that will provide information about the history of the buildings historically on the Project site and surrounding neighborhood. A draft of the interpretive signage program and text and images to be included in the display will be provided to SHC for review and comment. Interpretive signage shall be located within the Project and on the exterior of the Project.

8. HISTORIC PRESERVATION TRUST FUND

The Proponent and MGC will each make a one-time contribution of three hundred and fifty thousand dollars (\$350,000) (the "Contribution") to a Springfield Historic Preservation Trust Fund (the "Fund") to be held by DevelopSpringfield and administered by a Board of Trustees (the "Trustees") to be comprised of six trustees as follows: (a) one trustee to be designated by the Springfield Preservation Trust; (b) one trustee to be designated by DevelopSpringfield; (c) one trustee to be designated by the Springfield Redevelopment Authority; (d) one trustee to be designated by the Springfield Historical Commission; (e) one trustee to be designated by the Historic Preservation Planner from the Pioneer Valley Planning Commission; and (f) one trustee to be designated by Preservation Massachusetts. The Fund shall be used to aid with the rehabilitation, restoration, or preservation of State Register listed historic resources within one-half mile of the Project site within the City as determined within the discretion of the Trustees. The Fund may not be used for any demolition of a historic resource. Once the Proponent and MGC make the Contributions, they shall have no further responsibility or obligation with respect to the Fund. The Fund shall be established in a manner that would allow for the deposit of any potential additional donations that may be made to the Fund in the future. The Proponent's and MGC's Contributions shall be made on the later of: (i) thirty (30) days from the date of the issuance of Findings pursuant to G.L. c. 30, sec. 61; or (ii) April 30, 2016.

9. COVENANT

Proponent will ensure a covenant is recorded for specific character-defining exterior historical and architectural features limited to only the Main Street (east) and State Street (north) elevations of the Massachusetts Mutual Life Insurance Company Building. The side/rear (south and west) elevations are not included in the covenant. The covenant will be recorded in the Hampden Registry of Deeds, and will be adapted to the specific character-defining historical and architectural details of the Main Street and State Street elevations. Draft language for the covenant will be submitted to SHC for review and comment prior to recording.

QUALIFICATIONS

All work carried out pursuant to this agreement shall be conducted by or under the direct supervision of an individual or individuals who meet, at minimum, the *Secretary of the Interior's Professional Qualifications Standards* (48 Fed. Reg. 190, September 29, 1983).

PROJECT CHANGES

Prior to the Proponent undertaking a project which involves a substantial change to the exterior of any of the State Register and other historic properties covered by this Agreement, including: (i) alterations

contrary to the covenant referenced in Section 9 above to the Massachusetts Mutual Life Insurance Company Building; (ii) demolition of the exterior of the State Armory as partially preserved in section 2(b) above; and (iii) demolition of the exterior of the First Congregational Church as relocated and renovated in section 3 above, the Proponent shall notify the signatories in writing and shall consult pursuant to 950 CMR 71.00.

MOA AMENDMENT

Any of the signatories to this MOA may propose that this MOA be amended, whereupon the signatories to this MOA will consult to consider such amendment. The signatories shall invite the SHC to concur to the amendment. The amendment will be effective on the date the amendment, signed by all of the signatories, and is filed with the MHC.

EFFECTS OF AGREEMENT

Execution of this MOA by the signatories listed below, the filing of original signature pages with the MHC, and the implementation and completion of its terms and stipulations, shall be full and sufficient evidence that MGC and the Proponent have consulted with MHC and satisfied the requirements of M.G.L. Chapter 9, Section 26-27C and implementing regulations at 950 CMR 71.00 and MEPA at 301 CMR 11.

COUNTERPART EXECUTION

This MOA and any amendment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes.

This MOA is hereby executed by the duly authorized representatives of the following parties:

SIGNATORIES

MASSACHUSETTS GAMING COMMISSION

By: _____ Date: _____
Name: _____
Title: _____

MASSACHUSETTS HISTORICAL COMMISSION

By: _____ Date: _____
Name: Brona Simon
Title: Executive Director

BLUE TARP REDEVELOPMENT

By: Michael C. Mathis Date: 11/30/15
Name: Michael C. Mathis
Title: President & COO

CONCURRING PARTIES:

SPRINGFIELD HISTORICAL COMMISSION

By: _____ Date: _____
Name: _____
Title: _____

CITY OF SPRINGFIELD

By: _____ Date: _____
Name: Domenic J. Sarno
Title: Mayor

SPRINGFIELD PRESERVATION TRUST

By: _____ Date: _____
Name: _____
Title: _____

ATTACHMENT A

**MGM SPRINGFIELD
73 STATE STREET DOME SALVAGE AND REUSE
October 28, 2015**



MGM SPRINGFIELD

73 STATE STREET DOME SALVAGE AND REUSE

With Appendix A
October 28, 2015



73 STATE STREET DOME SALVAGE

Excerpt from the Final Environmental Impact Report Certificate

Describing the Dome Salvage at 73 State Street



Each of these buildings was analyzed to determine if retention and adaptive reuse, partial demolition, or relocation would be feasible alternatives to complete demolition. This analysis considered: the overall condition of the building to be preserved as a standalone building within the project; ability to reuse the building, or parts of it, in its current condition as part of the project; ability to reuse the building if upgraded or modified for inclusion in the project; ability to reuse the façade as part of the project exterior (and demolish the remaining portion of the building); and, ability to relocate the building outside the project site and maintain existing uses or support new uses.

The FEIR indicates that all portions of buildings retained as part of the development will need to meet the MGC requirements to be LEED certified at Gold level or higher, as well as meet current building and energy code provisions, as appropriate for their designated new uses.

Subsequent to completion of the analysis, the Proponent proposed the following treatment for the historic structures on-site:

- Massachusetts Mutual Life Insurance Building – this building will be retained and renovated to LEED Gold standards and continue to be used for office purposes. The building's façade and entry points will remain, building systems will be upgraded, the façade will be inspected, repaired and cleaned and windows and the roof will be replaced, as needed.
- State Armory – this building comprised of three sections, a head house, middle section, and drill shed, will be partially preserved. The drill shed was damaged in the 2011 tornado and demolished. The project proposes to preserve the head house and remove the middle section to accommodate public amenities, becoming the main public feature in the project's pedestrian plaza, amenities/recreation zone, and adjacent public park. The project will restore and repoint the exterior masonry, replace windows to match the original configuration, install a new roof, new utilities and an elevator in the head house.
- **United Electric Company Building** – this building is located at the site of the proposed hotel tower. The project proposes to retain the limestone building façade for use as the hotel frontage on State Street. The existing canopy, entry stairs, entry doors, and vestibule will be retained and incorporated into the hotel design as an entry point. The project team is continuing to study the building interior, with current plans to retain and reuse some architectural elements within the first floor lobby. **The stained glass dome with decorative railing and marble elements of the lobby may be removed, stored and reused within the hotel or the project.**
- Union House – Chandler Hotel – the building is in poor condition and it was concluded that the interior couldn't be reused for any development purpose. The analysis also concluded that the poor structural condition prohibits it from being relocated. The preservation and incorporation of the building's elevation and façade into the project is ongoing.
- 95 State Street office building – the building consists of a three-story podium facing State Street with an 11-story office tower to the rear. The podium is located in the

73 STATE STREET DOME SALVAGE

Dome Preservation

Method of Procedure (M.O.P)



DOME PRESERVATION
Similar MOP Process for Second Floor Railings
Gensler Comments 3/30/15

The following is a narrative and step by step procedure for removing the Domed light well at 73 State Street. This M.O.P (Method of Procedure) will include removal, crating, moving, shipping and storage for future reinstallation at Porte Cochere Casino lobby/circulation. The Dome is an octagonal wood structure with leaded stained glass.

PRE-REMOVAL

- Evaluate the Historical Committee and designers request for preservation document.
- Perform an existing conditions survey including photo documentation and notes by Maureen Cavanaugh, Epsilon and Associates and Stephen SetteDucati
- Develop M.O.P. (Method of Procedure) for removal.
- Evaluate and design logistics to support M.O.P. for removal.
- Design, bid and build the scaffold system to access and to temporarily support dome pieces. See Diagram #8.
- Design and build prototype storage crate for each of the 8 pieces of dome octagons.
- Review of MOP with design team and commence pre-removal activities.
- Label all parts.
- Photograph all pre-existing damages.
- Photograph each step of process, including all attachment points and fastener points/devices.
- Retain the services of Jeff Bak of Spring Line Design.
- Owner will hire an expert to oversee the removal of the Stained Glass, Fred Shea of Stained Glass Resources.

REMOVAL

- De-energize power to Finial and remove conduit and or gas pipe. (Photos #2 and #3)
- Remove Finial; observe center ring dome octagonal piece connection. (Photo #1)
- Remove 1/8th piece of dome and crate up (8 total pieces). (Photo #2)

Steps to remove initial single 1/8th piece of Dome

- Support center and edges of dome prior to removal of sections. (See diagram #8)
- Remove wood stops and deglaze leaded glass lites, repeat for all lites in 1/8th piece. (Photos #3, #5, #6)
- Separate arched wood dome support by removing fasteners. (Photo #5)
- Remove plaster at arched dome main mullions - lower connections and unfasten mullions. (Photos #4, #6)
- Remove 1/8th piece and place in crate on in-kind arched support.
- Reglaze/refit leaded glass lites temporary pin stops to mutins and mullions (label all pieces).
- Cover 1/8th piece with 3/8" thick packing foam blanket. Install crate AC plywood cover (label all

crates).

- Create as built of dome surround construction in sufficient detail to reproduce. Salvage portions of moldings for later reproductions/casting.

Repeat this process in the following sequence (see diagram #7):

- Start at piece 2 located 180° from piece 1 and remove; Post brace up as required
- Rotate 90° clockwise to piece 3 and remove; Post brace up as required
- Rotate clockwise 180° to piece 4 and remove; Post brace up as required
- Rotate clockwise 90° to piece 5 and remove; Post brace up as required
- Rotate clockwise 180° to piece 6 and remove; Post brace up as required
- Rotate clockwise 90° and remove piece 7; Post brace up as required
- Remove final piece 8 and label

-Complete packing of all 1/8th pieces, cover crates, fasten covers, and label each.

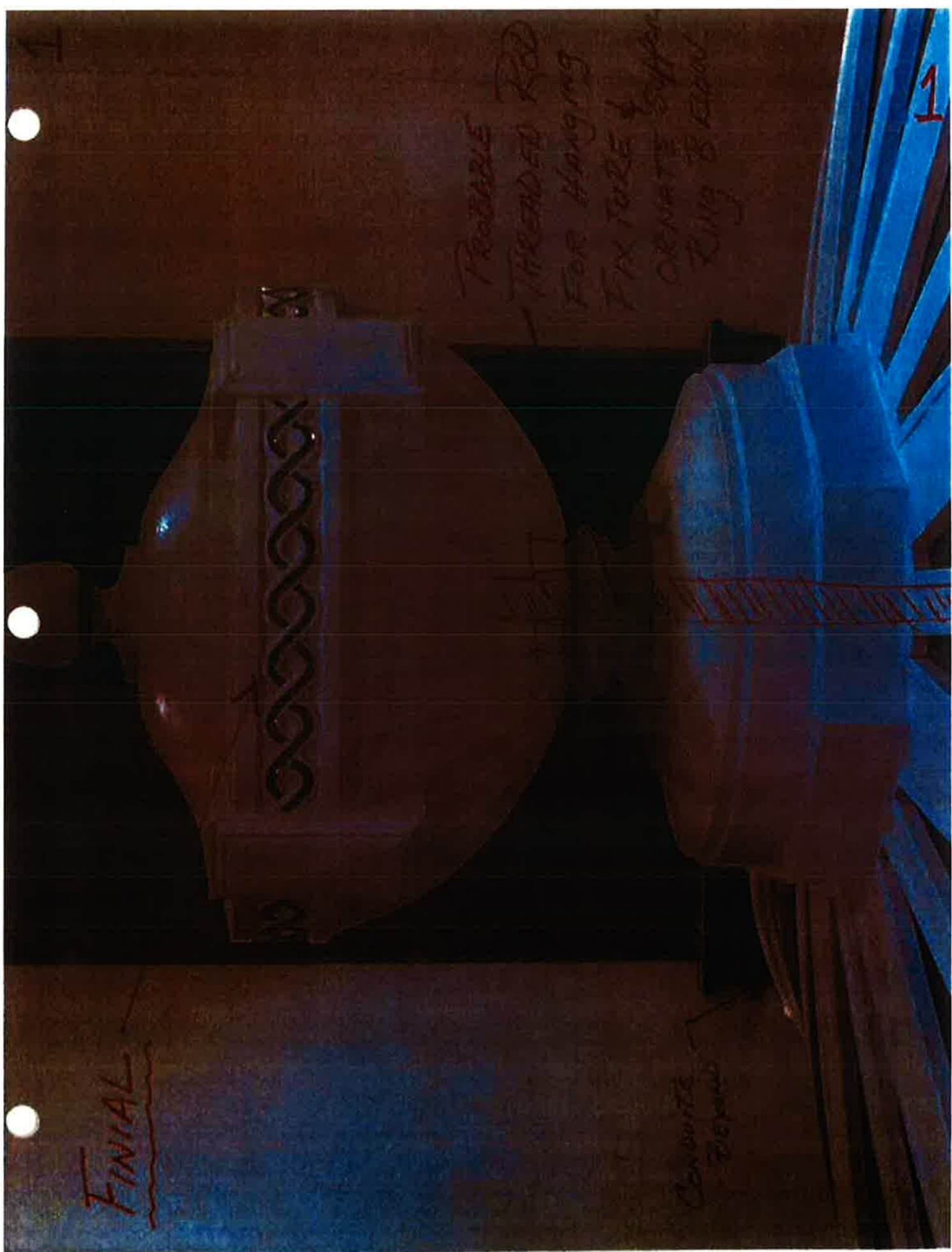
-Stained Glass Resources picks up crated dome and ships to secure, safe, climate controlled, storage building

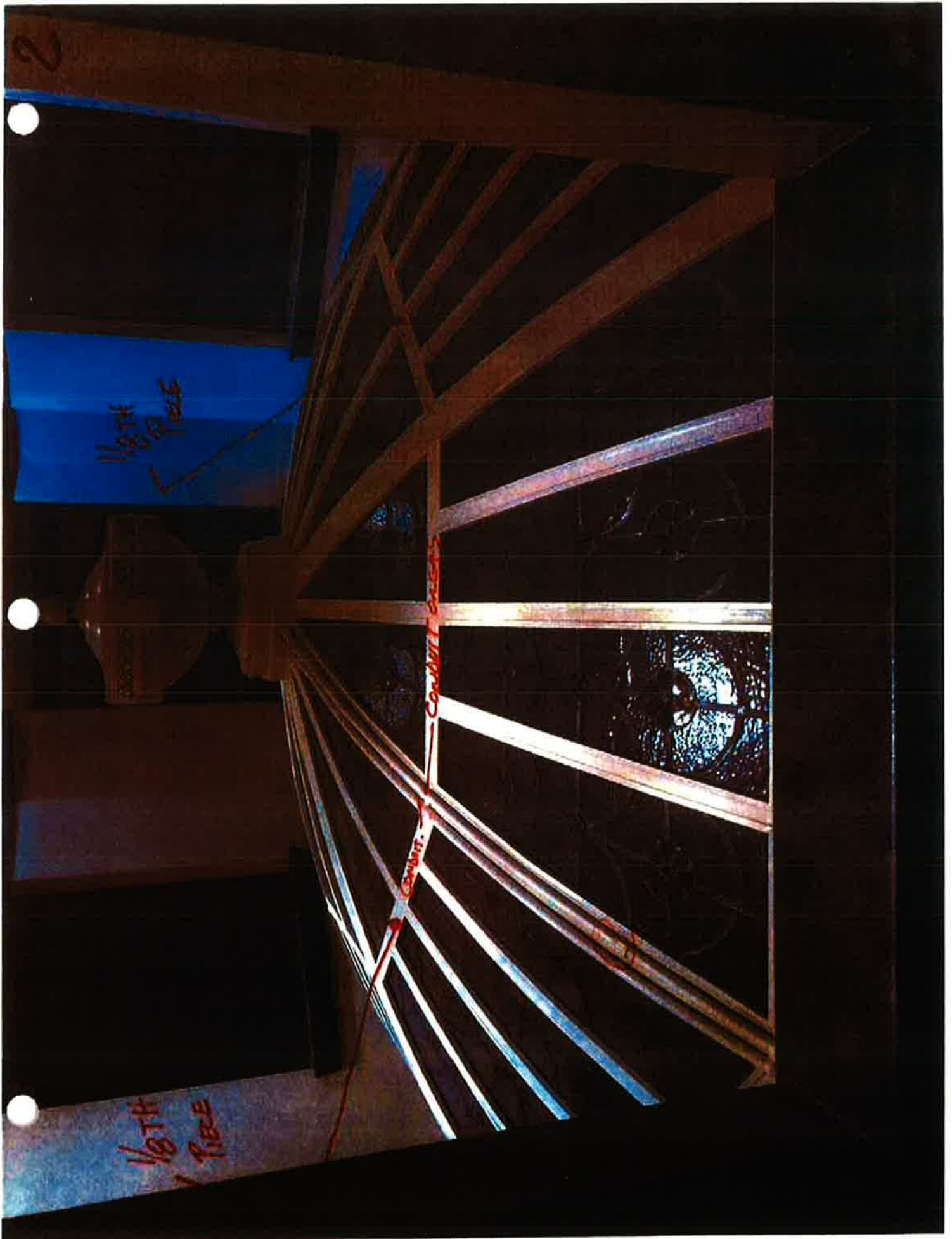
FINIAL

Concrete
Repair

FRONT
- THREADED ROD
FOR HANGING
FITURE &
ORNATE
RING BELOW

1





2

1/8TH
RISE

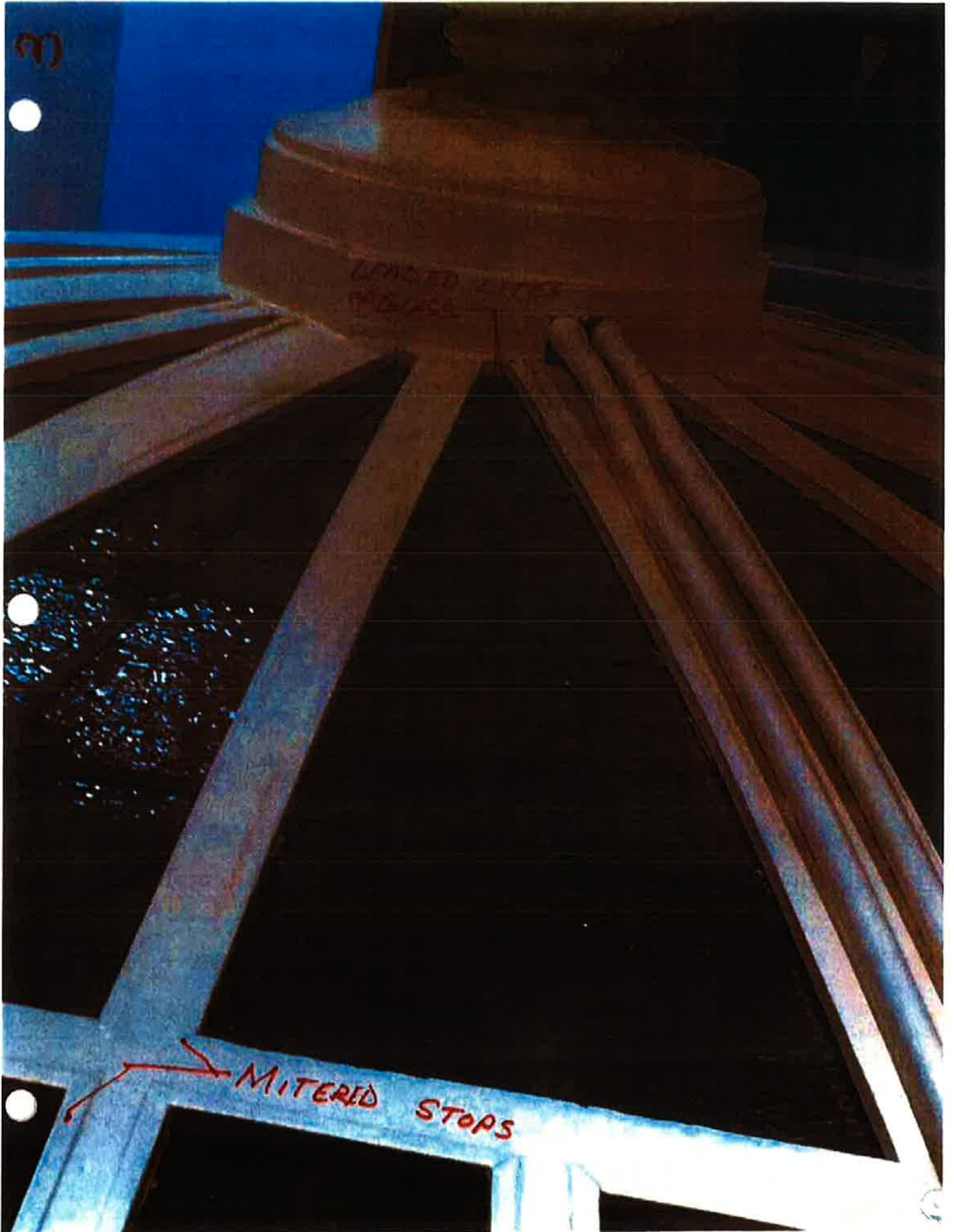
CANTILEVER

1/8TH
RISE

3

LONGER 2 1/2"
PLACE

MITERED STOPS

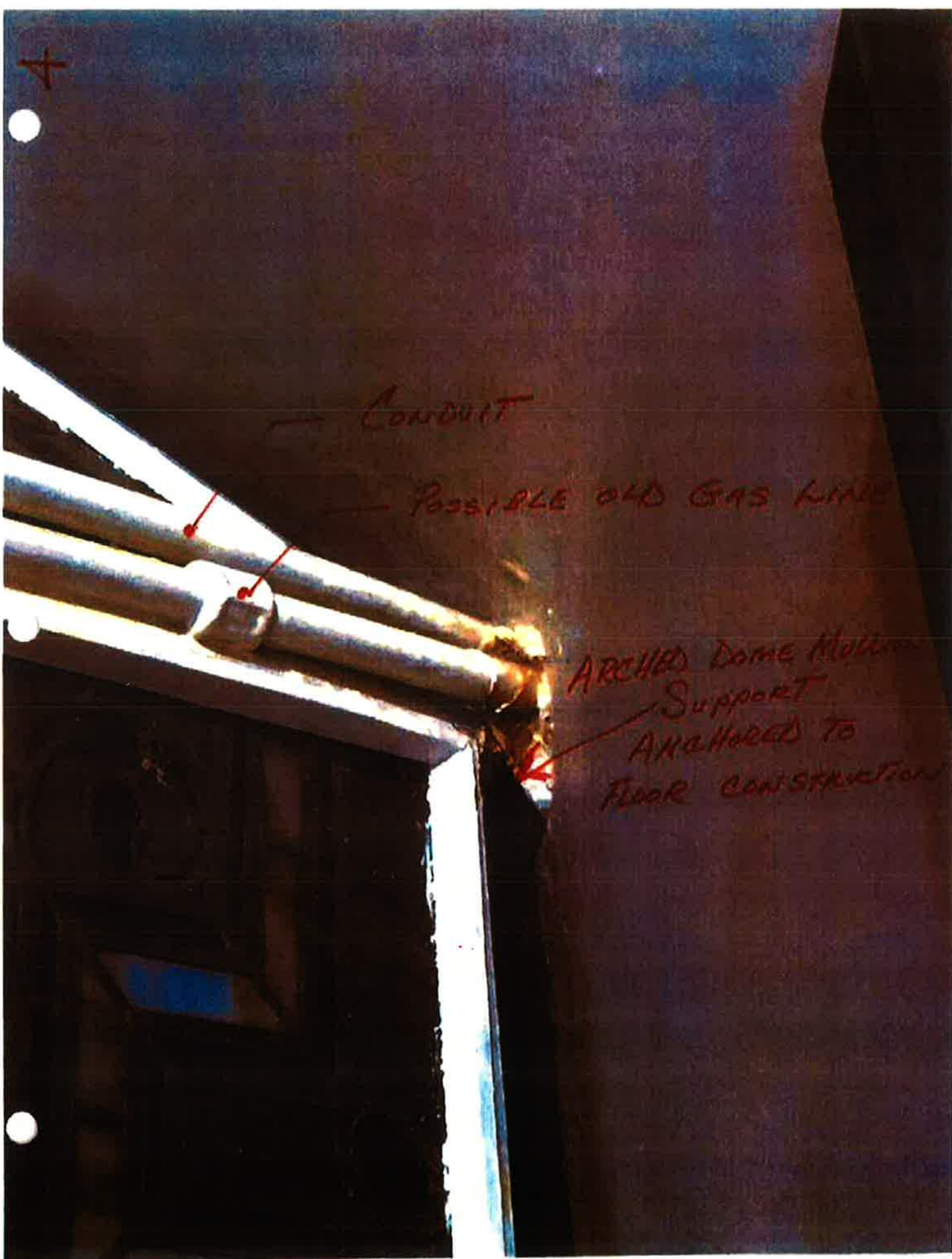


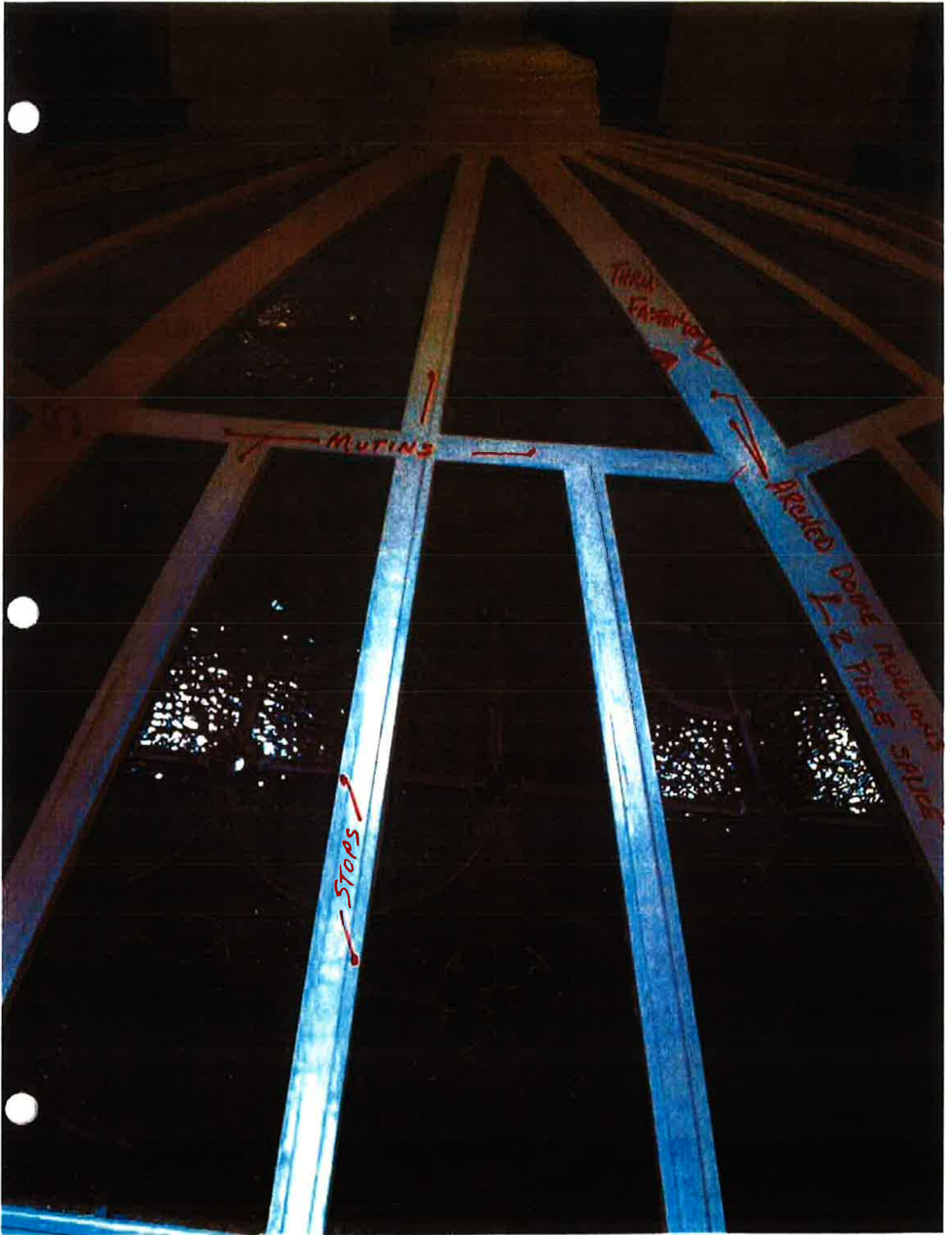
4

CONDUIT

POSSIBLE OLD GAS LINE

ARCHED DOME MOLLUSC
SUPPORT
ANCHORED TO
FLOOR CONSTRUCTION





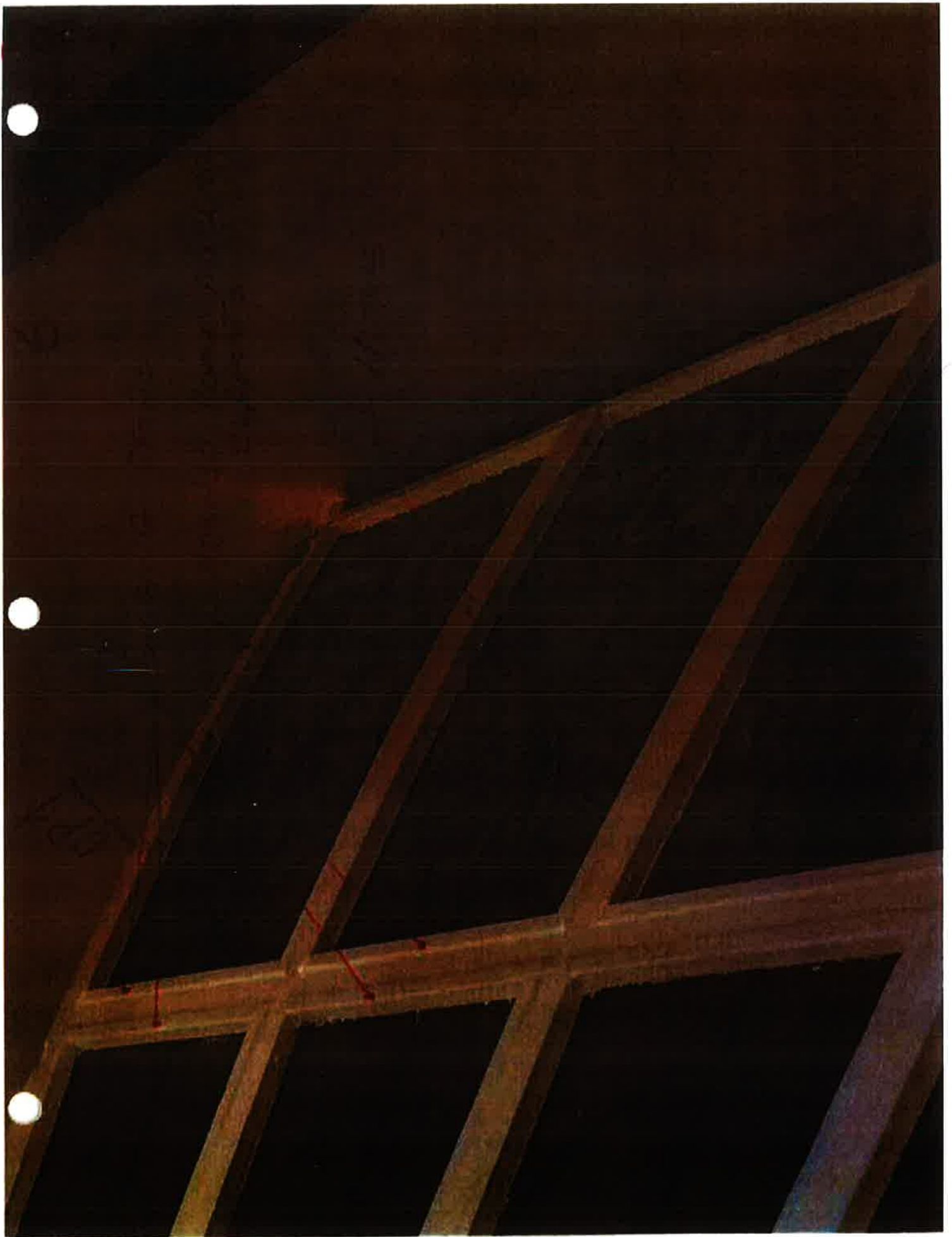


Diagram #7

Sequence of Removal Historic Dome at 73 State

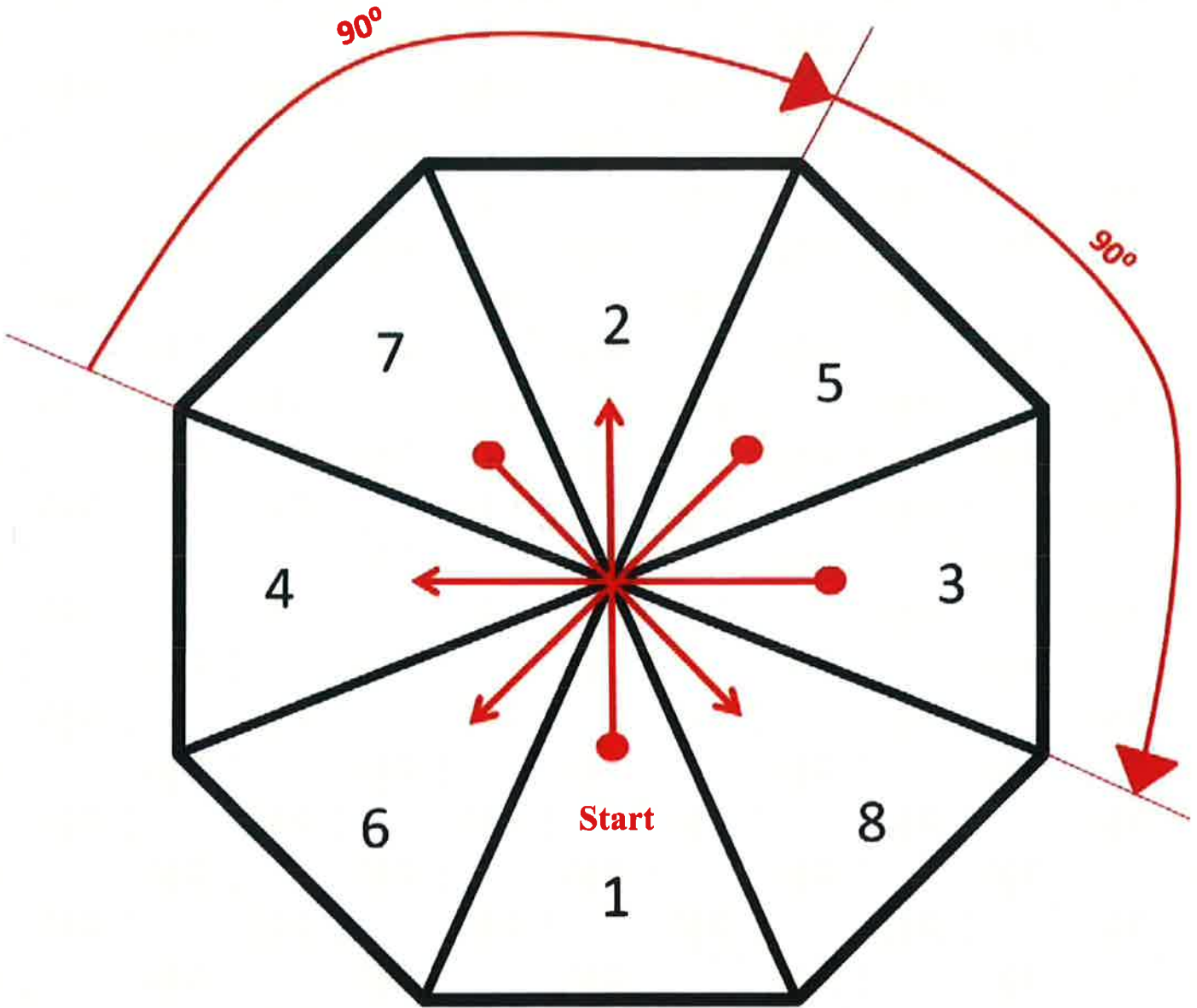


DIAGRAM # 8

* WITH 1ST 1/8TH REMOVED

WALK WAY
ACCESS

3RD
FLOOR

4x4
POST UP
AS R.F.O.

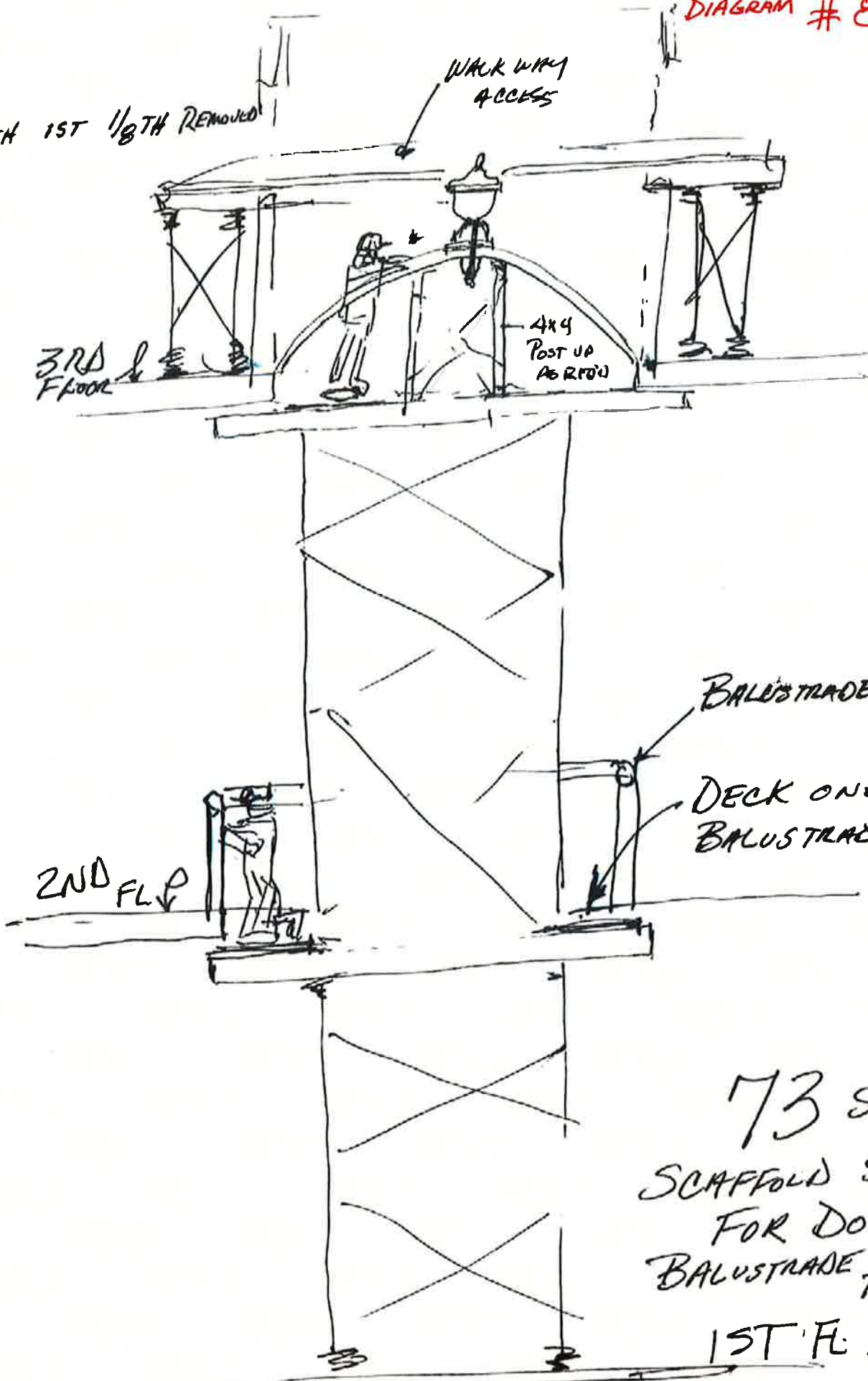
2ND
FL

BALUSTRADE

DECK ONE FOR
BALUSTRADE

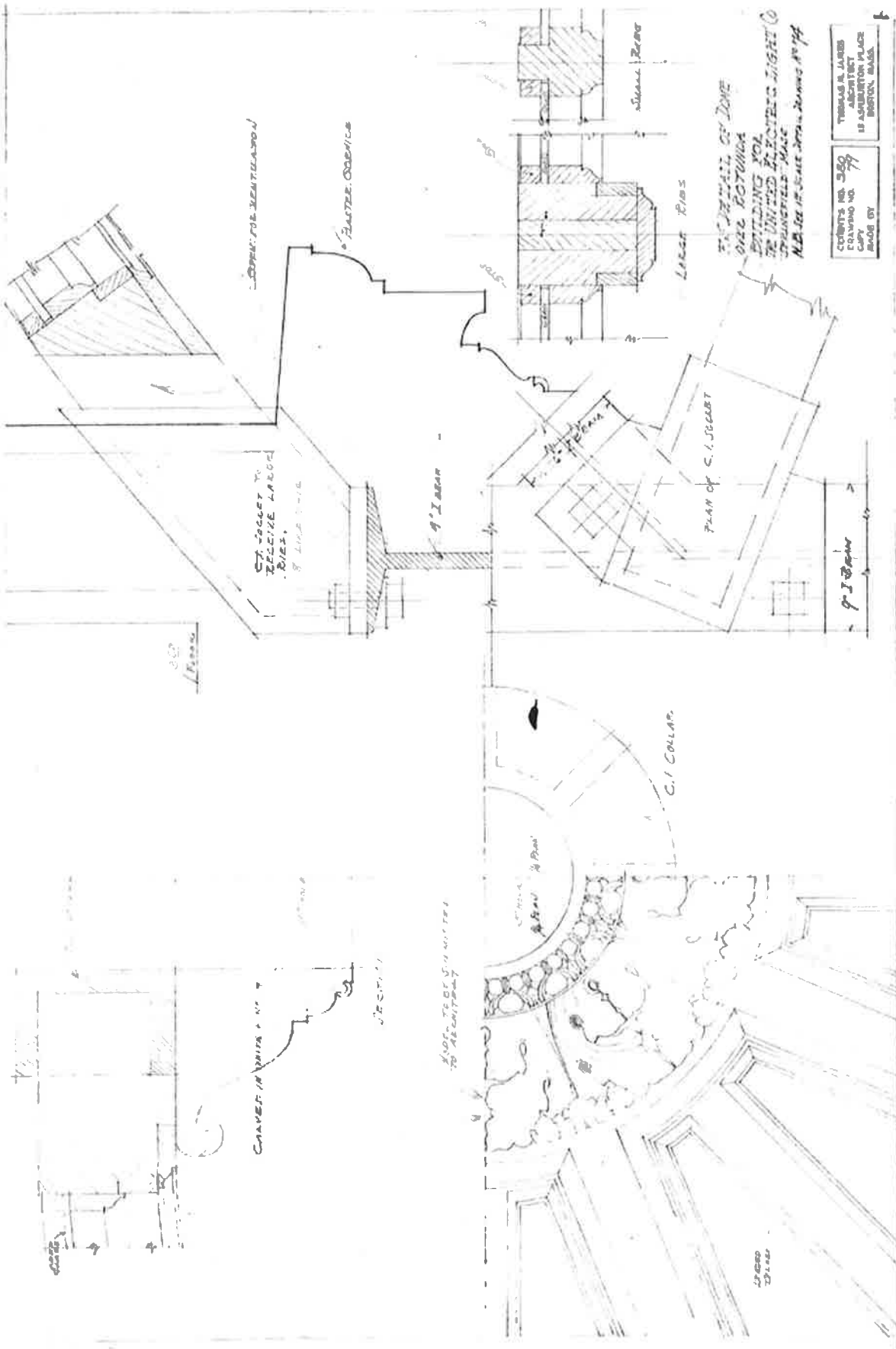
73 STATE
SCAFFOLD SYSTEM
FOR DOME &
BALUSTRADE REMOVA

1ST FL. RP
21 MAR 04



73 STATE STREET DOME SALVAGE

Photo Documentation & Dimensions



...CORNER FOR VENTILATION

PLASTER CORNICHE

CONCRETE TO RECEIVE LARGER PILES

4' 1" DEEP

Small Piles

Large Piles

FOR JOURNAL OF DOME
 OVER ROTUNDA
 THE UNITED STATES LIGHT CO
 "SPRINGFIELD" MASS
 MADE IN U.S.A. PATENTED JANUARY 17, 1911

CONTRACT NO. 3450
 DRAWING NO. 77
 MADE BY
 THOMAS H. JAMES
 ARCHITECT
 19 ABBOTTON PLACE
 BOSTON, MASS.

PLAN OF C.I. VAULT

9' 3" DEEP

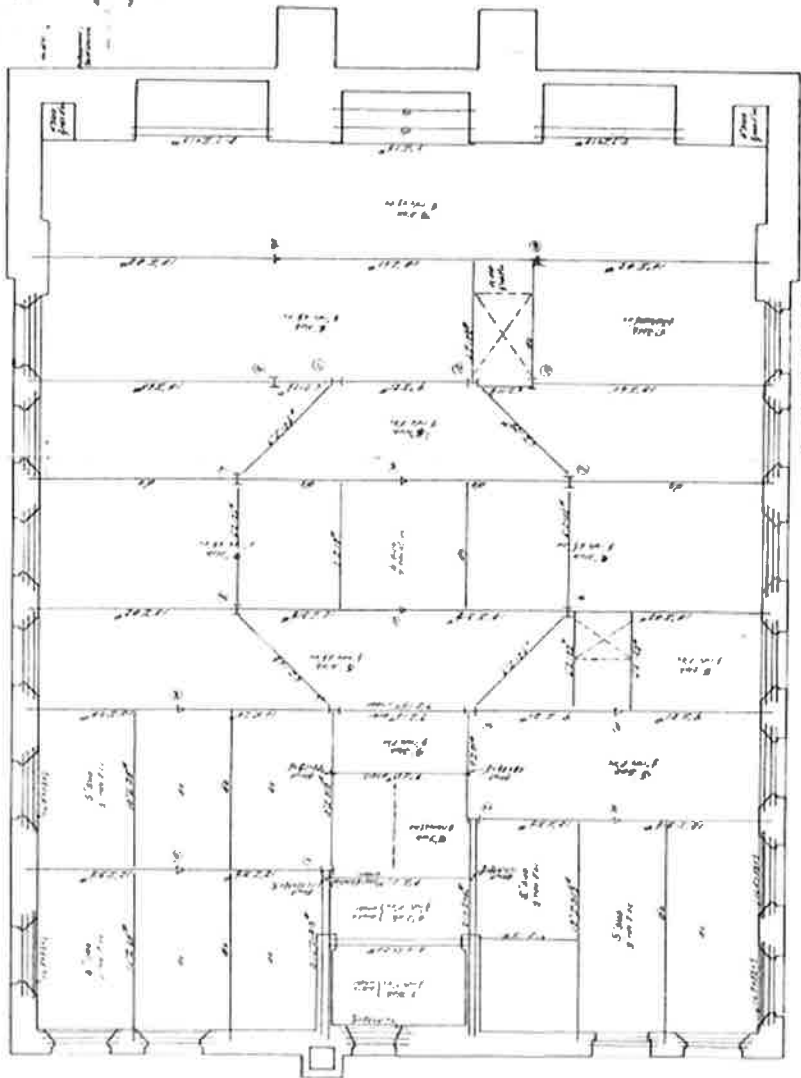
C.I. COLLAR

CORNER IN BRICK & NO. 7

NOTE: TESTS IN BRICKS TO BE OBTAINED

1911

Change Schedule
 1st 2nd 3rd 4th 5th 6th 7th 8th 9th 10th 11th 12th
 12th 13th 14th 15th 16th 17th 18th 19th 20th 21st 22nd 23rd 24th 25th 26th 27th 28th 29th 30th 31st



This plan is subject to change without notice.
 The architect is not responsible for the construction of the building.
 The architect is not responsible for the construction of the building.
 The architect is not responsible for the construction of the building.

This plan is subject to change without notice.
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This plan is subject to change without notice.
 The architect is not responsible for the construction of the building.
 The architect is not responsible for the construction of the building.
 The architect is not responsible for the construction of the building.

ORDER NO. 289
 DRAWING NO. 13
 COPY

THE UNITED ELECTRIC LIGHT CO.
 CHICAGO, ILL.

TOWNSEND & TOWNSEND
 ARCHITECTS
 CHICAGO, ILL.

Salvage team to survey existing steel fabricated steel holes for C.I. Sleeves.

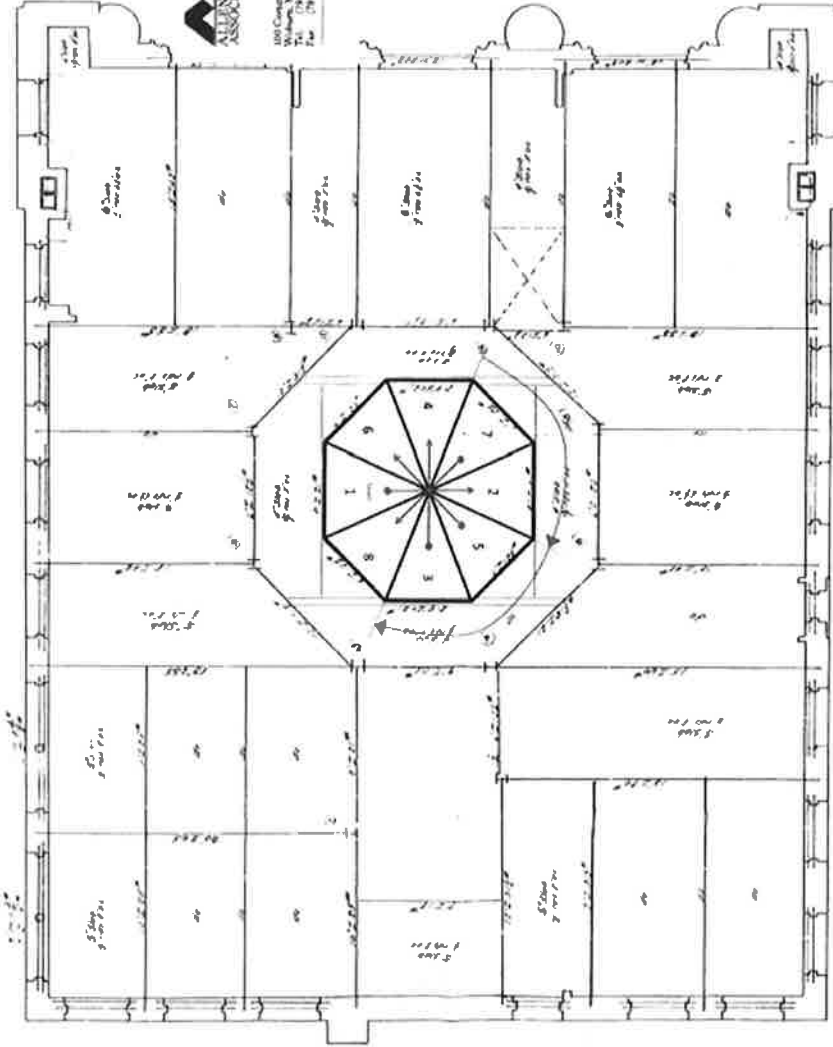
Allan & Major
 "Registered Surveyors"
 Kevin Kiernan will personally supervise as built layout & seal chg.



Kevin J. Kiernan, PLS
 Vice President
 Land Surveying

160 Conquest Way
 Suite 100
 Tel: (781) 331-4899
 Fax: (781) 331-2196
 www.allanmajor.com

Civil & Structural Engineers • Land Surveyors
 Environmental Consultants • Landscape Architects

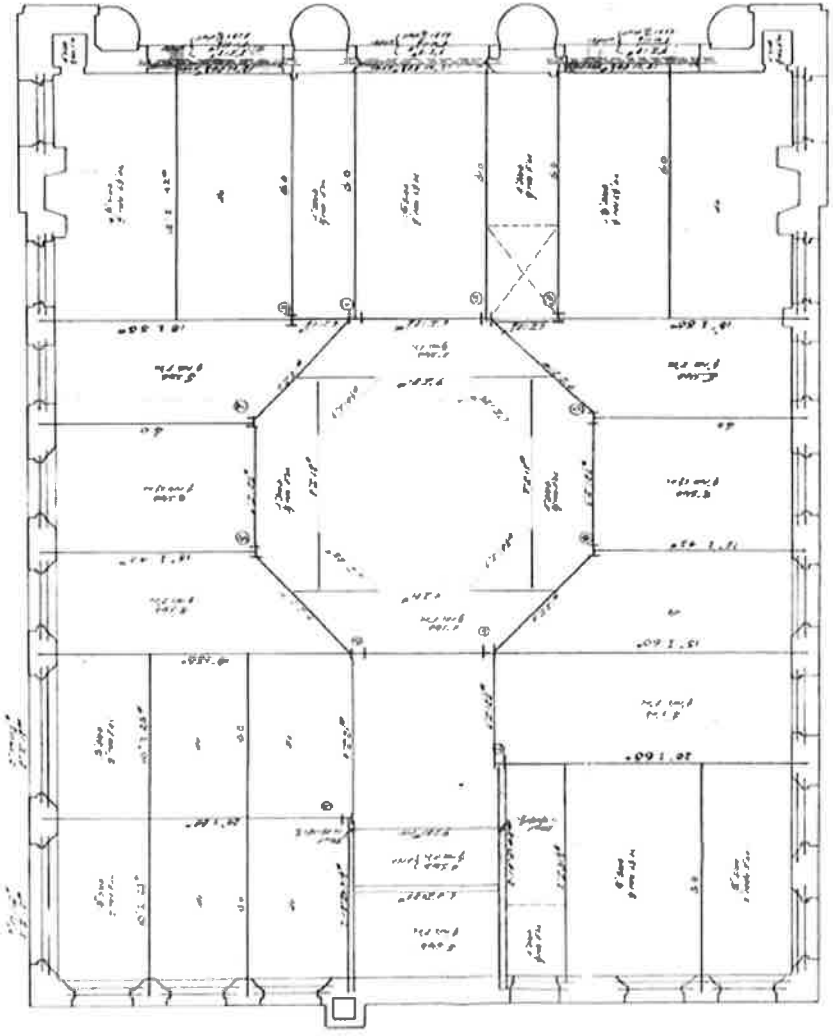


ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.

ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.

THIS DRAWING IS THE PROPERTY OF ALLAN & MAJOR ASSOCIATES. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ALLAN & MAJOR ASSOCIATES.

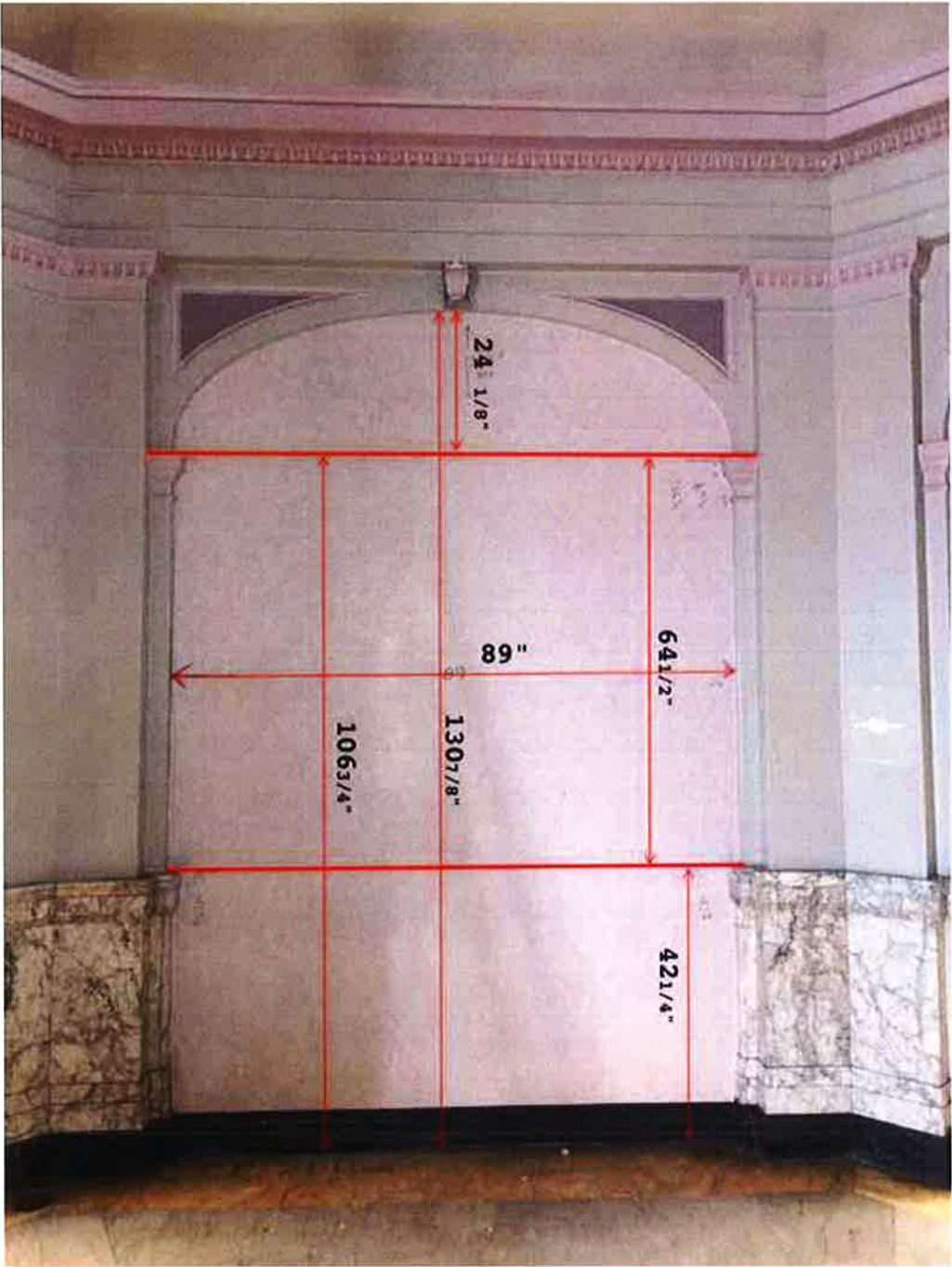
CLIENT: 10/27/00
 DRAWING: 10/27/00
 CIP

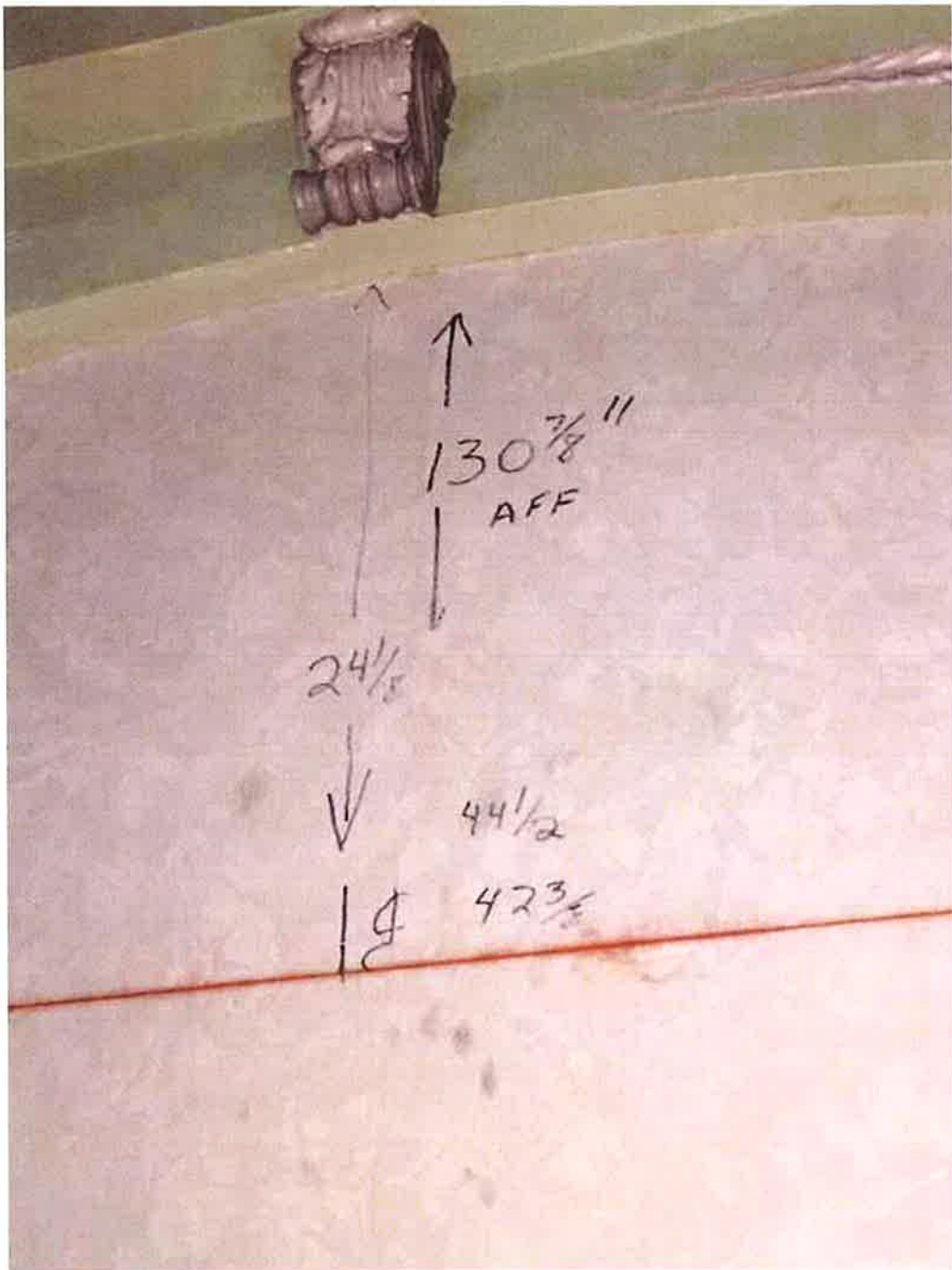


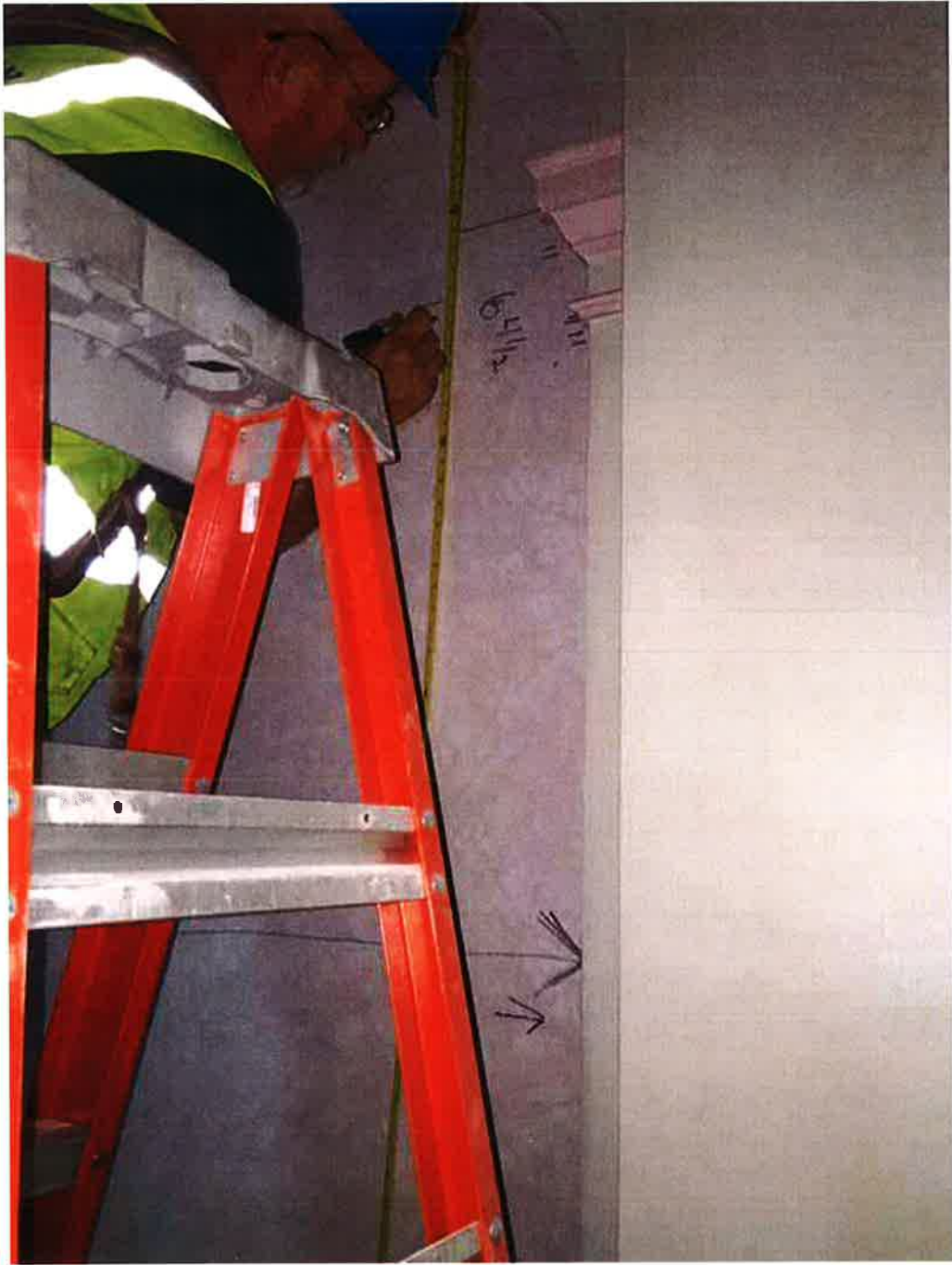
See 1st Floor Plan for details of
 structural steel members and
 dimensions.

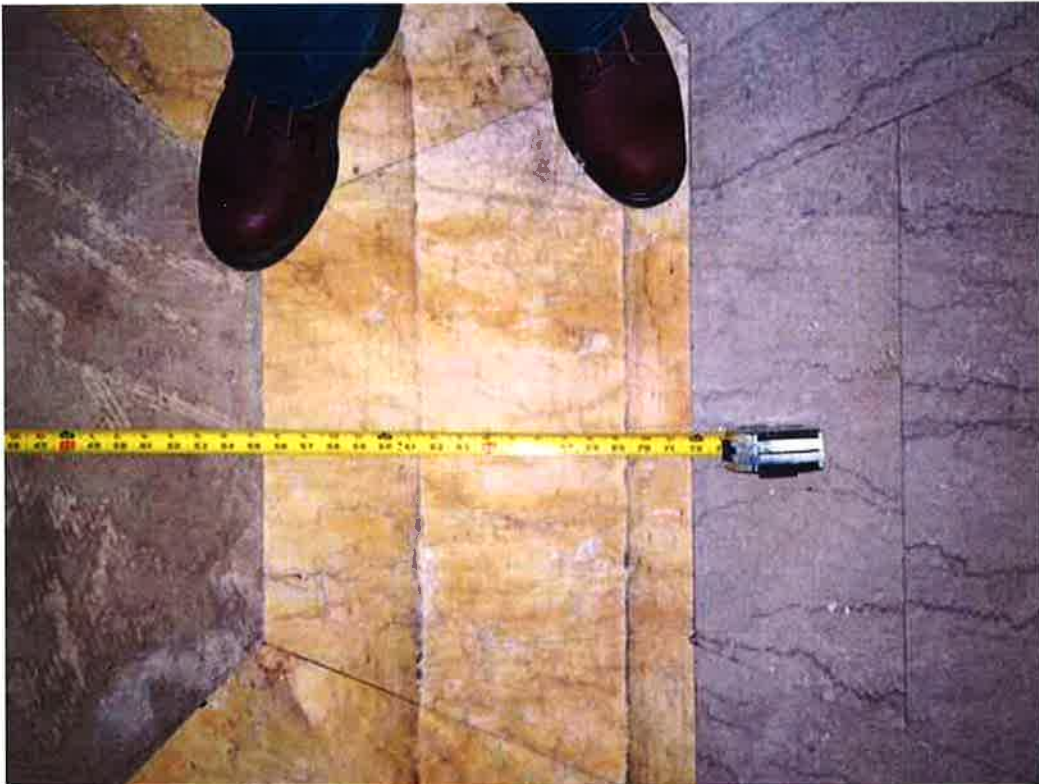
CLIENT: Mr. J.B. THOMAS, JR.
 DRAWING NO. 111
 ARCHITECT
 J. B. THOMAS, JR.

SECOND FLOOR PLAN
 BUILDING FOR
 THE UNITED STATES BANKING CO.

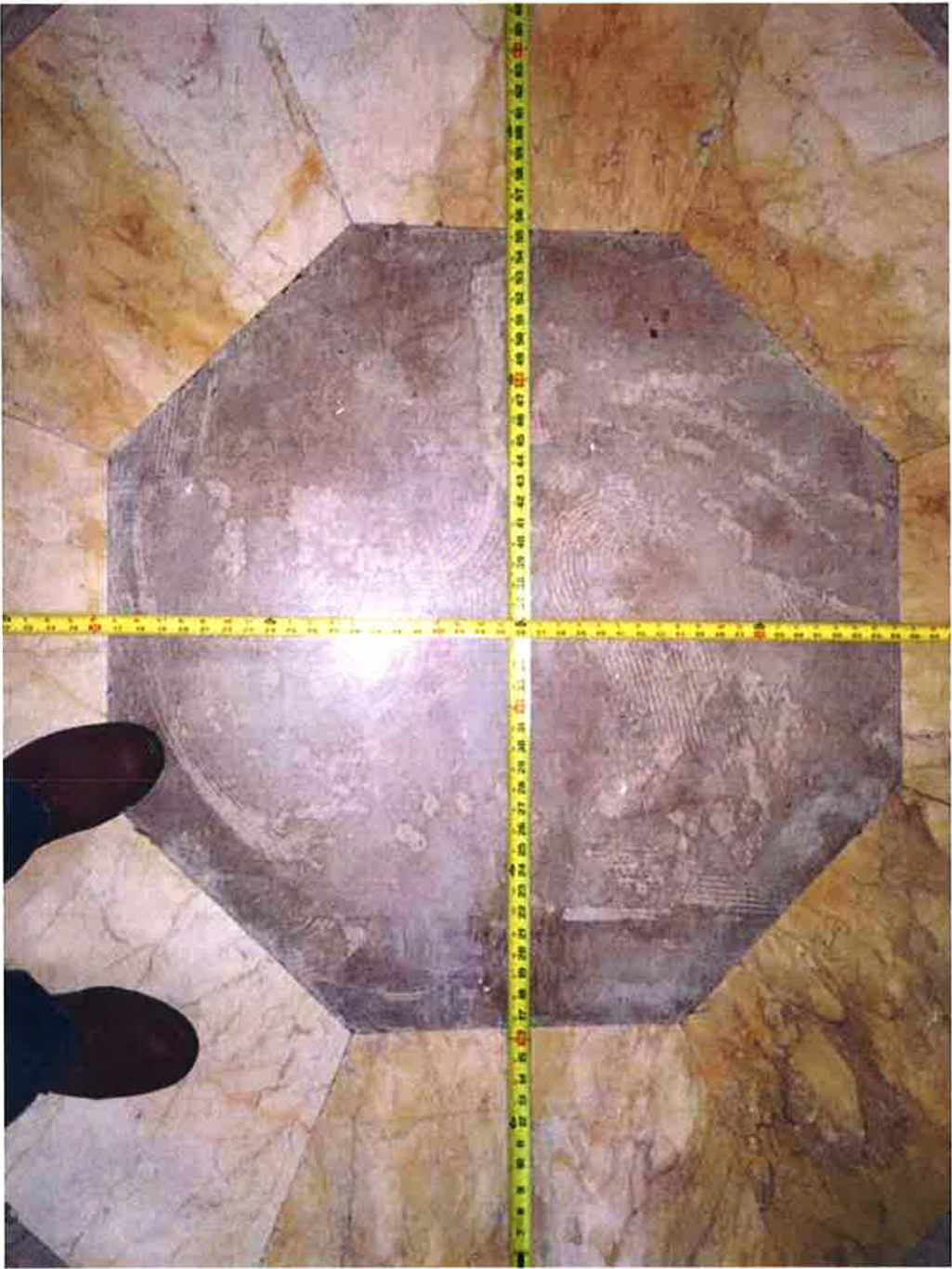










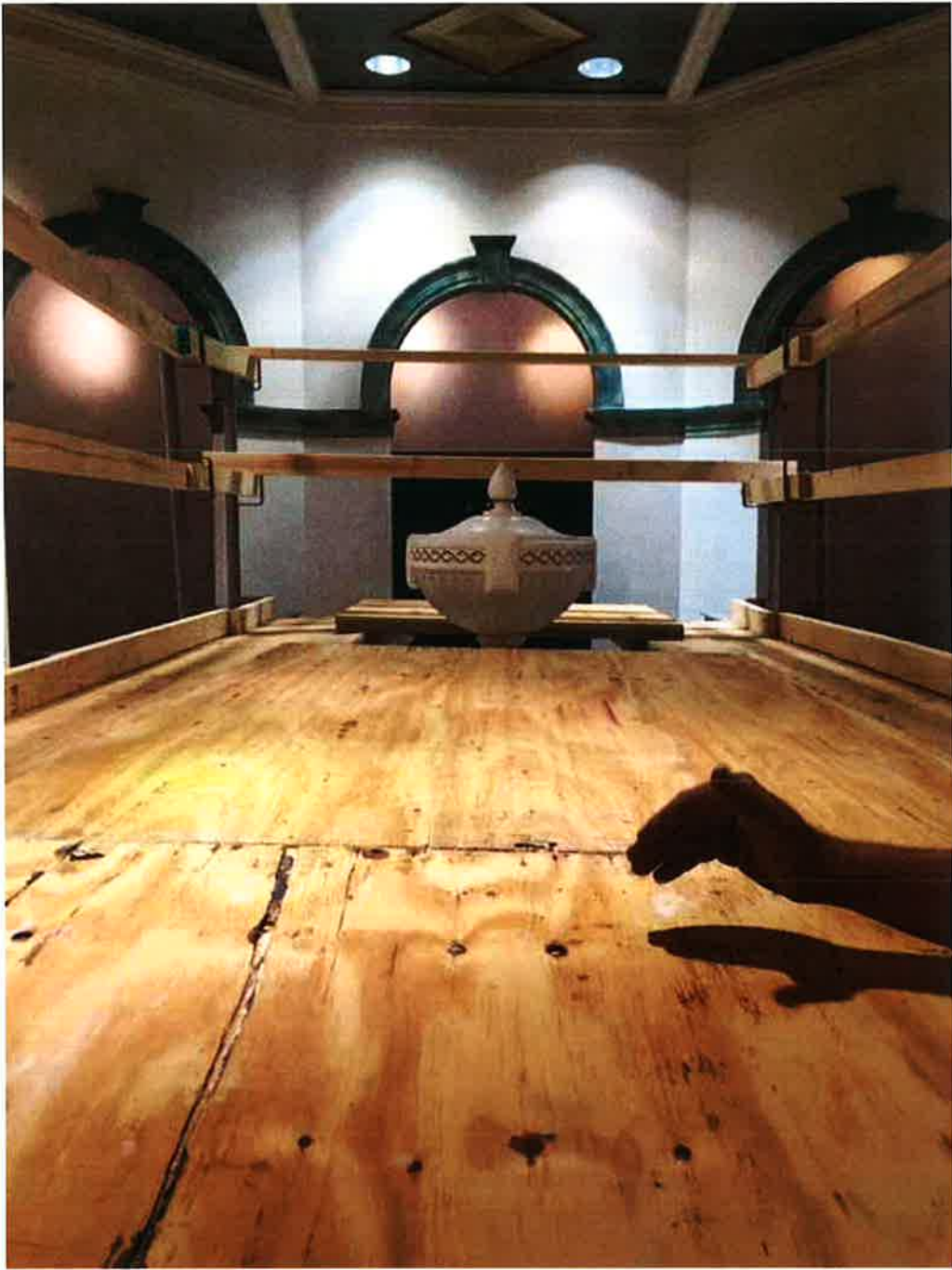




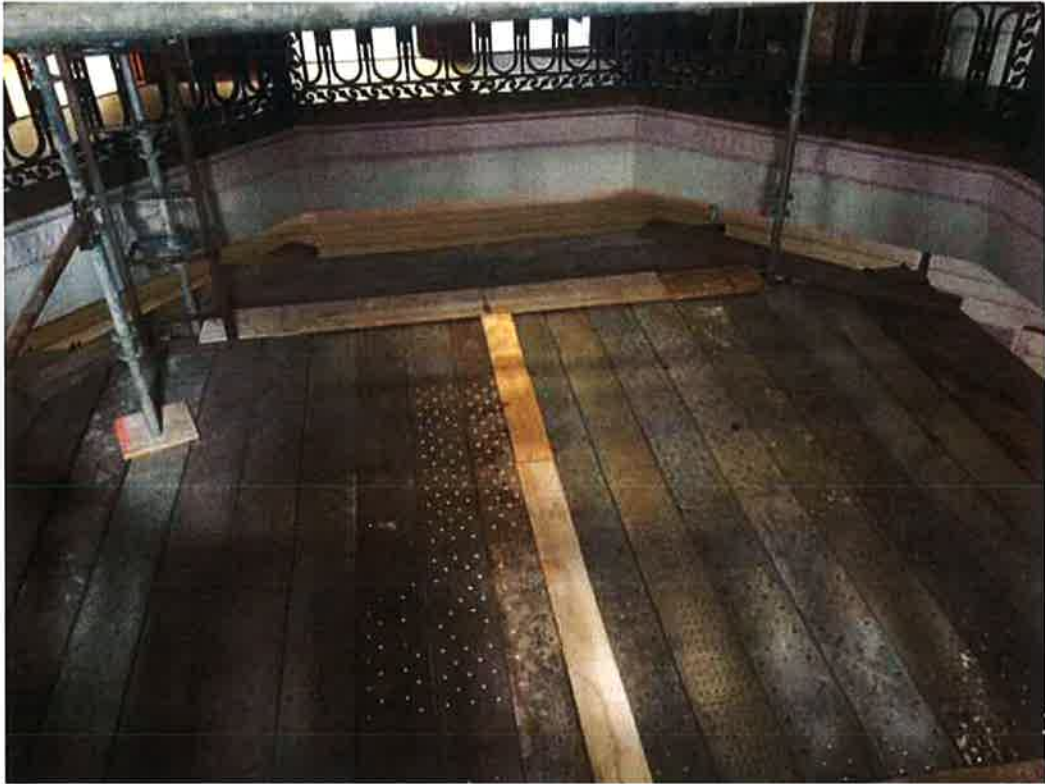












73 STATE STREET DOME SALVAGE

Stephen SetteDucati

**Firm Background and
Existing Conditions Photography**



Stephen SetteDucati

29488 Woodward Ave., Unit 163, Royal Oak, Michigan 48073

248-247-9406

www.theprojectphotographer.com

Experience

MCM Management Corp., Bloomfield Hills, MI

February 2012- February 2015

Marketing + Media Manager

Responsible for all marketing and media related needs for the 5th largest demolition company in the United States. (ENR2014)

This includes website updates, trade magazine submissions, yearly photo calendar creation and In-house promotional material consisting of individual project coffee-table books.

Multi award-winning in-house photographer and filmmaker. Responsible for photographing and filming all projects from start to finish with weekly uploads to management personnel. Complete on-site video filming and production of key individual projects. Proficient in Apple, GoPro, Canon products including custom fabrication of motion picture shooting platforms.

Graphic design responsibilities with Adobe Creative Suite products include magazine ad layouts, new brochure and folder design and corporate office artwork.

Spearheaded and implemented company logo redesign and equipment graphic replacement.

Implemented placement in ENR's Top 400 Specialty Contractors issues and secured pivotal press presence in similar publications.

Special accolades include:

Worked in tandem with Controlled Demolition Inc. to accurately film and photograph three major implosions on the East Coast in conjunction with MCM.

Conducted a three-year film and photograph documentary of the demolition of Sparrows Point, once formerly the largest steel mill in North America.

Eight year, 4 concurrent Best Photographs of the Year finalist, including top 10 awards with Engineering News Record.

EARTH ROCK HILL, Worcester, MA

2009-2012

Owner of media production company specializing in documenting active projects in the heavy construction and demolition industry. Captured many high profile projects from start to finish including demolition and/or construction of auto manufacturing plants, sports arenas and bridges as well as Ground Zero in NYC. The process was documented through digital stills, hd-video, time-lapse and documentary style film production.

SSDPHOTO, Stephen SetteDucati Photography, Somerville, MA
1993-2009.

Owner of commercial photography firm specializing in architecture, interiors, heavy construction and transportation.

Photography clientele includes high-end residential and commercial interior architectural designer, specialty contractors, heavy construction companies, demolition firms, and equipment manufacturers. Images produced for clients are used for editorial, promotions, magazine award submissions and corporate art. I also maintain a stock photography archive that includes extensive travel throughout the USA and Europe.

Responsibilities include marketing, billing, networking, archiving and production.

Documentary Photographer, The Big Dig, Boston, MA
1994-2005

A photographic documentary project of the Central Artery Tunnel Project/ The Big Dig which concentrated on the night construction phase in this multi-billion dollar 24 hour-a-day project. My photographs were published worldwide, purchased as fine art and showcased by corporations. This self-funded documentary was primarily captured on film with digital added as the technology evolved. Integrated into the project, from the workers vantage point, as a fellow laborer rather than an outsider.

The Boston Photography Collaborative, Jamaica Plain, MA
1996-2003

Associate Art Professor

Taught color printing for photographers at an adult education level.

Course included photography assignments, field trips, critiques and learning the art of color printing techniques on an RA4 processor.

Cecil+Rizvi Architects, Boston, MA
1993-1994

Design Associate. Provided rendering for presentations. Orchestrated set-up and production protocol for expanding offices. Projects included development of Logan Airport schemes, Electric Car Initiative design proposal research.

Bierly-Drake Associates, Boston, MA
1987-1991, 1994

Senior Design Associate

Lead design associate in high-end residential design firm. Responsible for layouts of proposed projects, furniture, fabric and drapery choices and installation services.

Qualifications

Hold a valid US Passport.
40-Hour HazWOPR Certificate
10-Hour OSHA Construction
TWIC Card Holder Expires 2020
TSA Precheck Holder
WTC Site Ground Zero 911 Site - Federal Background Check
US DOE - Workers Qualification Background Check
US EPA - Workers Qualification Background Check
US DOD - Workers Qualification background Check

Publications

Engineering News Record, McGraw-Hill, NY
Featured Best Construction Photograph of the Year in the following issues:
2014 (Top 10), 2013 (Top 10), 2012 (Top 10, #2), 2010, 2008 (Top 10), 2006

The Boston Globe, Boston, MA
Feature Story, August 14, 2011
Print, online gallery and feature story.
'Clicks Amid the Mayhem' by Joel Brown
Story in print and web showcasing my life's work and featuring the 93Fast14 project that I documented for Kiewit/J.F.White Contracting during the summer of 2011.

The Big Dig Calendar 2005
12 solo featured images.
McGraw-Hill Construction Regional Publications

DEMOLITION magazine, Construction Safety Associates, PA
Jan/Feb 2004
Cover Image and Images accompanying story on Testa Corp/Caterpillar story,

The Big Dig:
Engineering and Construction Excellence Recreates a City
Limited Edition Magazine, McGraw-Hill Construction Regional Publications
2002 Cover, Inside Cover Spread

The Big Dig at Night, Silverlining Books, NY, NY
Published August 2001, 2- 40K print runs
Co-author and primary photographer featuring the night construction of Boston's Big Dig. A Boston Globe Bestseller, October 2001

127 pages. Full-Color Coffee Table Book. Edited 5000 images down to 85 in a story related sequence from the highest point above the project to the lowest under the city. Provided technical and background information for each image and a detailed description of my experience

Architecture, BPI Communications, NY, NY
Big Dig progress photos. April 2000, September 2000

Designing Interiors with Tile, Rockport Publishers, Gloucester, MA
2000. Photographs through out.

The Boston Globe, Boston, MA
Feature story on The Big Dig, September 1999

The Boston Herald, Boston, MA
December 1999
Featured Artists of The Big Dig, Interview and Image

Boston: History in the Making, Towery Publishing, Memphis, TN
1999: Montage Panoramic Image of the Beginning of the Big Dig.

Design Times, The Regis Publishing Company, Boston, MA
Specialty Interiors magazine. Featured covers and interior stories.

February/March 1998, April/May 1998, June/July 1998

Hospitality Design, Bill Communications, NY, NY
November/December 1996, 1997
Gold Key Awards, Senior Living

Television + Film

WGBH, The Two Collection
2001-2007 Charity Auction Donator and Participant
A juried selection of works of fine art donated to benefit the award winning public TV station WGBH in a live on-air auction.

The Big Dig Tunnel, The History Channel
2006
Feature on the Big Dig with multiple images showcasing the construction and demolition involved during the 10-year project.

ESC Entertainment, San Francisco, CA

March-September 2002

The Matrix Reloaded and Revolutions Films

My book, *The Big Dig at Night* was used as an in-house visual reference for key sequences in both movies. Over 100 additional images were sent along over the course of 2 months for reference and storyboarding

The Big Dig at Night, CBS Sunday Morning

2002

Charles Keralt reports on my involvement with the Big Dig and the success of my book.

Chronicle, WCVB, Channel 5, Boston, MA

2002

Featured as Photographer of the Big Dig at Night and Boston's Cityscape.

Extreme Machines, The Discovery Channel,

2000

Featured on a special Extreme Machines episode of The Big Dig.
On camera interview, in-action filming and still images.

Social Media

Vimeo

www.vimeo.com/setteducati

2009- present

Collections of fine art short films that include live action digital video coupled with still images and a musical score showcasing the heavy construction and demolition sector. Worldwide distribution.

Twitter

www.twitter.com/DemoPhotog

www.twitter.com/ConstructPhotog

Tweets about current happenings as I photograph the construction and demolition environment worldwide.

Education

The Art Institute of Boston, Boston, MA

Jan. '92 - Dec. '93

Bachelor of Fine Arts Program; Photography

Emphasis in fine art color and b+w printing techniques, studio lighting, large format cameras, creative visualization, and alternative process. Computer training in Freehand, Photoshop and InDesign.

Wentworth Institute of Technology, Boston, MA

Sept. '87 - Aug. '91

Bachelor of Science Degree Program; Interior Design/Architecture

Program emphasis in interior architecture while simultaneously enrolled in an assortment of architecture and engineering core courses.

Awards

Engineering News Record

Best Photographs of the Year 2014, 2013, 2012, 2010, 2008, 2006: Top 10 Images

American Society of Media Photographers (ASMP)

The Big Picture Awards,

1999 Silver for Industry and Technology Published Category

1999 Award of Merit for Self Promotion

Trade Association Affiliations

National Demolition Association

American Society of Media Photographers

Commercial Industrial Photographers of New England

Boston Society of Architects

Photographic Resource Center

Lectures

The Big Dig at Night

A 45-minute PowerPoint Slide Show presentation featuring my photographic documentary of the Big Dig from 1993-2004.

Boston University

Mount Ida College

New England School of Photography

Wentworth Institute of Technology

Museum of Fine Arts, Boston

Solo-Exhibitions

WGBH Atrium Gallery, Cambridge, MA

October 15- December 15, 2000, The Big Dig at Night, (30 images)

Wentworth Institute of Technology, Casella Gallery, Boston, MA

September 10- December 1, 2000, The Big Dig at Night, (30 images)

Gallery Zona, Cambridge, MA

September 1 through September 30, 2000, The Steel Forest: Progress of the construction of Boston's BigDig from dusk until dawn. (30 images)

Wentworth Institute of Technology, Library Gallery, Boston, MA

April 1- May 30, 2000, The Big Dig at Night (25 images)

Bella Luna, Jamaica Plain.

Dec. '97 through Mar.'98, Venice at Night: The serene complexity of the city after midnight during the festival Carnivale in February 1996. (20 images)

The Art Institute of Boston, Gallery South, Boston

Feb. 6 through Feb. 28, '95,

Boston Cityscapes: A collection of recent work. (20 images)

The Rattlesnake, Boston

Sep. 15 through Dec. 16, '93 Neon Nights: Neon icons and architectural influences across the United States. (10 images)

Group Exhibitions

Cambridge Art Association, Cambridge MA
October 1- November 15, 2000, Juried Exhibition.

Windows Art Project, Somerville, MA
July 15- August 15, 1999 & 2000

Gallery Bershad, Somerville, MA
July 15 – August 23, 1999, Somerville Arts Council Grant Winners Show

The Art Institute of Boston, Boston
April 2 through April 30, 1994, Brooks School: A yearlong documentary project.

Gallery Zona, Cambridge, MA
1996, 97, 98 Annual Christmas Show. Night scenes of Christmas ornamentation in Albany, NY, Key West, FL, and Venice, Italy.

Personal Addendum

Have traveled extensively throughout the United States and Europe.
Lived abroad in Venice, Italy in 1990.
Accomplished welder, steel fabricator and mixed media artist.



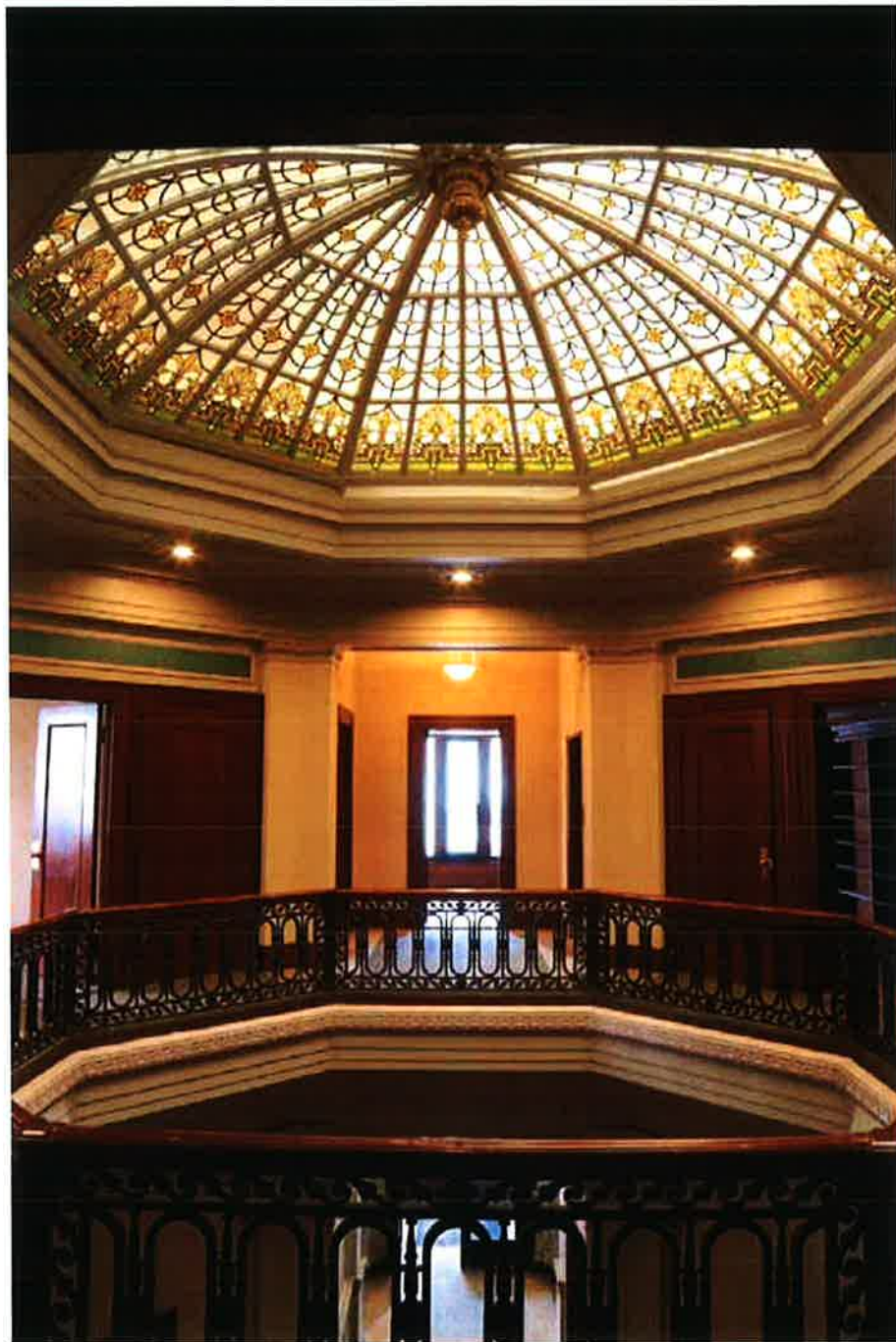














73 STATE STREET DOME SALVAGE

Maureen Cavanaugh

Epsilon Associates



Overview

Epsilon Associates, Inc. is an engineering and environmental consulting firm located in the historic Clock Tower Place complex in Maynard, Massachusetts. Epsilon provides permitting and planning services to public sector, real estate, energy, and industrial clients. We are in business to help our clients develop regulatory strategies, conduct environmental analyses, and prepare effective permitting and compliance materials.

Epsilon's team of experienced engineers, environmental scientists, and planners provides a wide range of services, including the preparation of environmental impact reports for urban development projects, wetlands and coastal permitting, historic preservation compliance, and due diligence services for operating energy and industrial facilities. Our reputation for practical strategies, a focused work effort, and a successful outcome has made Epsilon an industry leader.



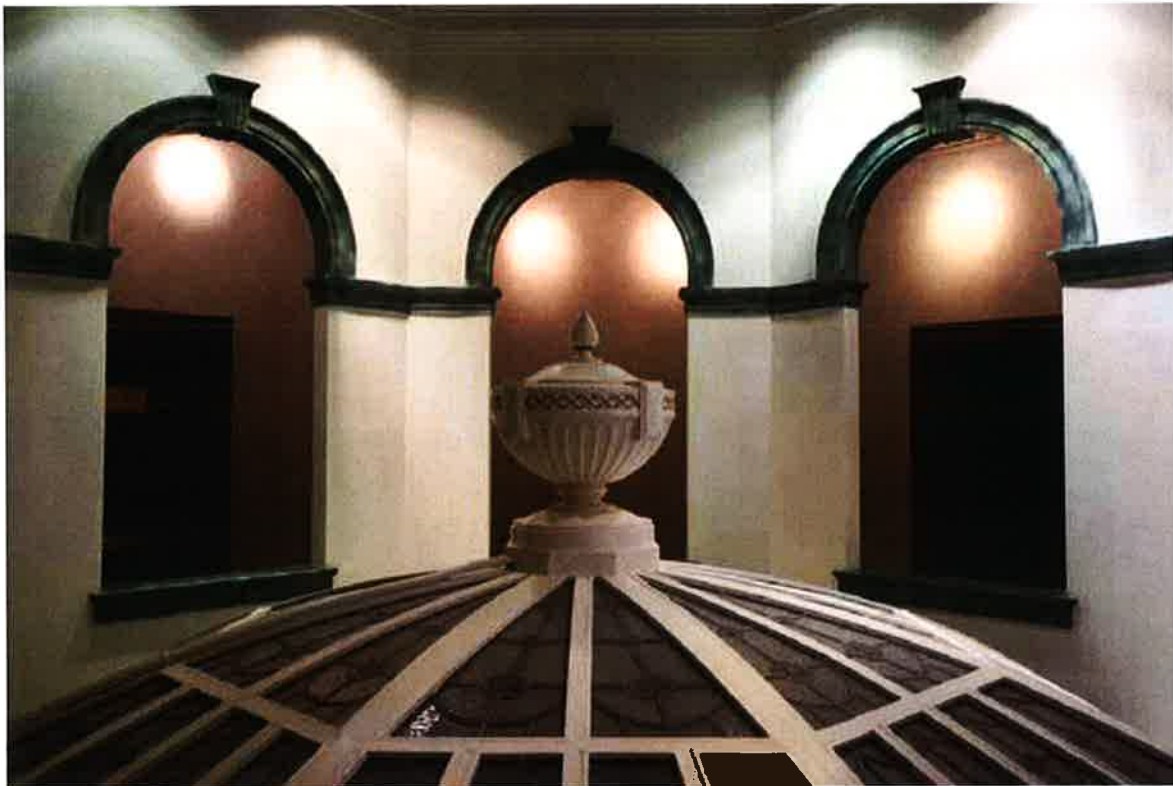
Epsilon has extensive experience in assisting clients with historic preservation planning and compliance, and architectural design review. We are expert in interpreting Section 106 of the National Historic Preservation Act, Chapter 254 of the Massachusetts General Laws, and related municipal, state, and federal regulations and guidelines affecting historic resources. Epsilon has assisted numerous developers and their design teams in meeting the Secretary of the Interior's *Standards for Rehabilitation*. We maintain strong professional relationships with the National Park Service and the Massachusetts State Historic Preservation Office.



Epsilon has the depth of talent and resources to readily devise a pragmatic approach to timely and successful projects. Our principals and associates collaborate closely with one another and with our clients to effectively manage and direct challenging assignments. We are experienced at making public presentations and directing meetings. We use our in-house staff, and supplement it with external expertise as needed.







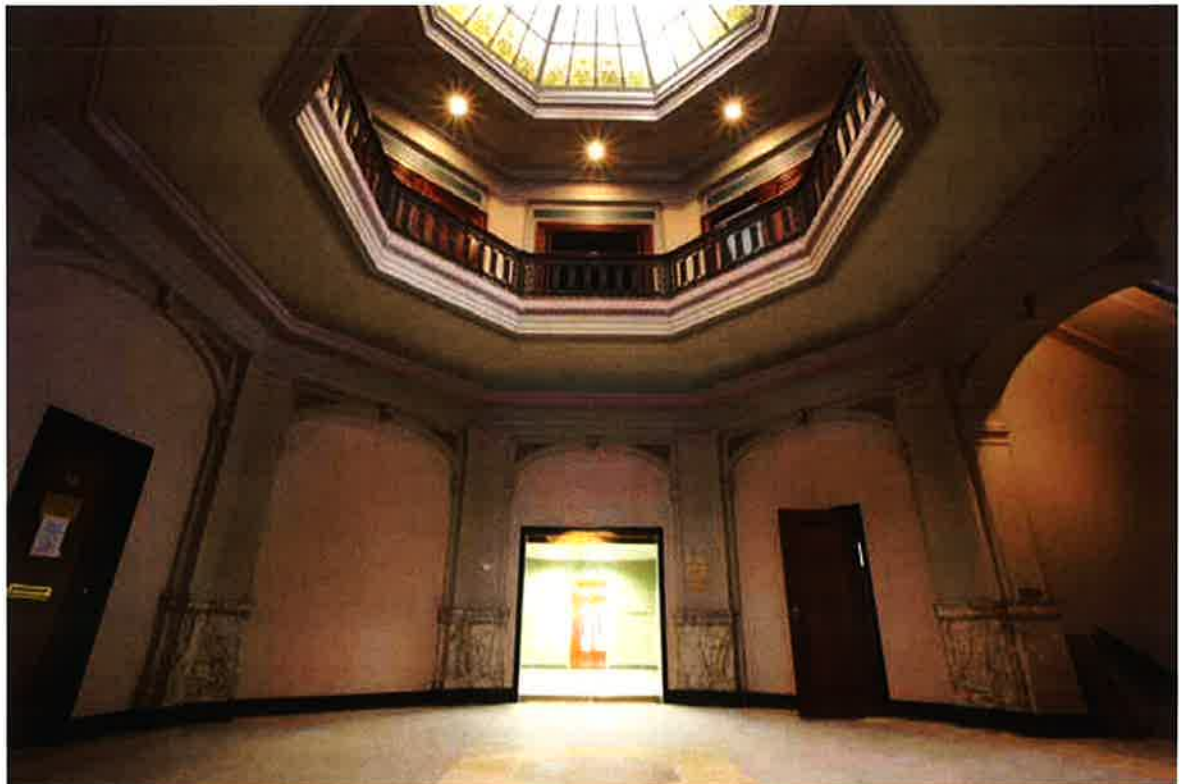




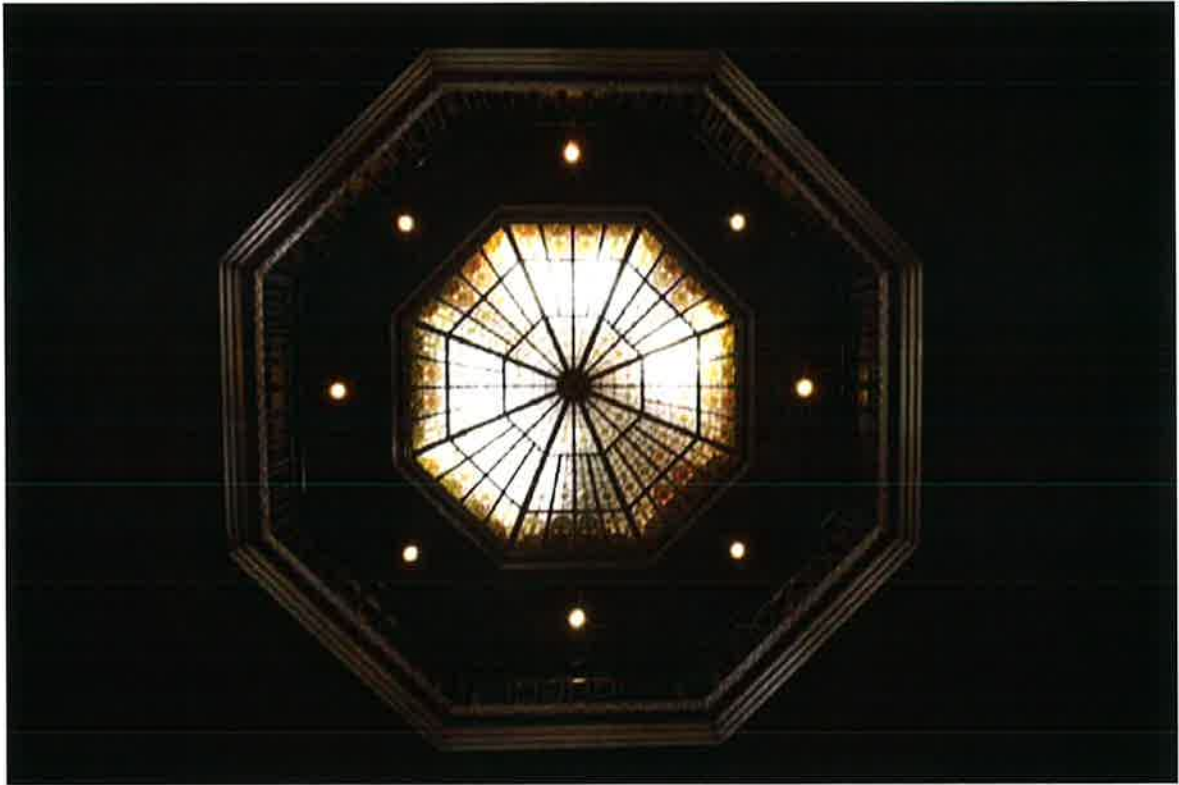




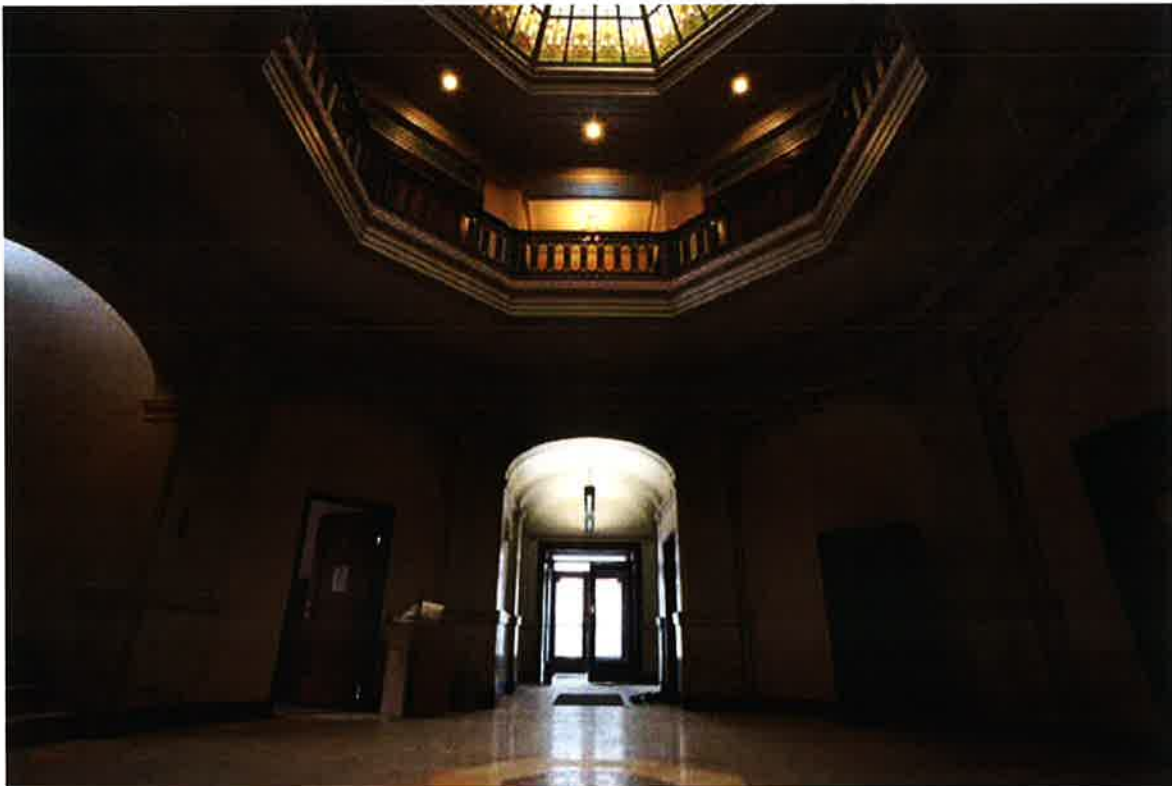














73 STATE STREET DOME SALVAGE

Jeff Bak

Spring Line Design





JEFFREY A BAK, PRINCIPAL ENGINEER

Education & Accreditation

Bachelor of Science, University of Massachusetts at Amherst
Registered Professional Engineer NY, MA, CT
Member of the American Society of Civil Engineers
Chair of the Structural Engineering Institute (SEI) Mohawk Hudson Section
LEED Accredited Professional

Background

Mr. Bak has worked in the design and construction industry for over 20 years. He has held positions as a carpenter, construction supervisor, owner of a small construction company, Structural Engineer, Project Manager, and Principal. He creates thorough construction documents that consider code, cost, and constructability. He communicates easily with both the design professionals and contractors. Mr. Bak can accommodate the needs of a project because he understands them from multiple perspectives.

PROJECT EXPERIENCE

n y s o g s

NYS Capitol - Roof Restoration Phases 2, 3, and 4
NYS Capitol - Rehabilitate Elevators 1 through 8
Hudson River Psychiatric Center, Ross Pavilion Entry Addition
Green Haven Correctional Facility, Rehabilitate Kitchen

d a s n y

SUNY Morrisville – Helyar Stewart Dormitory
SUNY Albany – Ten Broeck, Tuscarora, Whitman, and Ten Eyke Dormitory Renovations
SUNY Delhi Dubois Hall – Dormitory Renovations
SUNY New Paltz – Crispell Hall Renovations

n y s d e c

Stony Kill DEC Environmental Visitor Center
NYSDEC Region 3 Headquarters, New Paltz, NY

n y s o p r h p

New Pavilions for NYS Parks, State Fair Grounds, Syracuse, NY

s u c f

D & H Building – Roof Renovation
SUNY ESF – Gateway Building
SUNY Oneonta Fine Arts Building – Music and Arts Additions and Renovations
SUNY Cobleskill – Elevated Walkways and Dorm Renovations
SUNY Cobleskill Wheeler Hall – Additions and Renovations
SUNY Morrisville – Bailey Hall Renovations

n y s d o t

Rest Areas at I-81 Preble, I-87 High Peaks and Plattsburg, RT 17 Chautauqua and Allegany River

n y s e d

Schoharie Elementary & High School Additions
Green Island Heatly School Additions
St. Regis Mohawk School Additions

o t h e r

SUNY Delhi Farrell Hall Renovation
Albany Housing Authority Office Building
HVCC Physical Plant
Leo O'Brien Federal Building Site Improvements
George Franchere Education Center
Wilborn Temple Laylight Reconstruction
Jacob's Pillow Baba Yaga Cabin Rehabilitation and Addition

Date of Observations: 27 May 2015

Project: 73 State Street, Springfield, MA Interior Stained Glass Dome

Location: 73 State Street, Springfield, MA

Attendees: Jeffrey Bak, Spring Line Design (JB) (SLD)

Fred Shea (FS), Wade Webb (WW), Jim Sas (JS), Stained Glass Resources (SGR)

Randy Pitts (RP), Mark DaSilva (MD), Charlie Payne (CP), Tishman Construction Corporation (TCC)

Observations by: Jeffrey Bak, PE

Ambient Conditions: Sunny, mid 80s

Actions recommended by SLD are in bold.

Commentary on observations that was not directly discussed in the field is in italics.

Spring Line Design (SLD) performed visual field observations for the above project on 27 May 2015. The following is a list of our observations and recommendations.

1. The existing interior stained glass dome is located at the third floor toward the front of 73 State Street.
2. The dome assembly is octagonal in shape and measures approximately 16 feet from side to side.
3. Each of the eight sides of the octagonal dome has three rows of leaded stained glass panels. Each top row has two glass panels. The middle and bottom rows of each side have four glass panels (see photo A).
4. The dome structure appears to be an arch with the lower end of the primary wood mullions restrained by steel clip angles. These clip angles bear on masonry supports near the third floor structure (see photo B).
5. The upper ends of the primary mullions are connected at a wood hub (see photo C). The hub appears to be held together with a section of ½" steel pipe. There may be other fastening systems in place that are currently concealed by decorative plaster at both the top and bottom of the hub.
6. The primary wood mullions appear to be made up of four pieces of curved wood. The seams between these plies of wood can be seen in photo B.
7. The smaller muntins that divide each eighth of the octagon appear to be solid pieces of wood.
8. Also visible in photo B is the wood trim that covers the bottom of each built up mullion.
9. There are also thin wood pieces (glass stops) at the sides of the mullions and muntins on which the stained glass panels bear.
10. The stained glass panels are held in place by curved saw-kerfed retainer moldings that appear to be fastened with brad nails.
11. In general, the wood structure of the dome is in good shape. We observed no indications of excessive deflections, decay, or other problems that would need to be corrected if/when the dome is disassembled and reassembled elsewhere.
12. We recommend the following action plan as a logical sequence to preserve and relocate the dome.
 - a. **Test for the presence of hazardous materials in the work area and address any found to exist.**
 - b. **Retain a qualified person to precisely measure and document the locations of the lower ends of the mullions before any disassembly of the dome begins. A licensed land surveyor might be a good candidate for the work.**
 - c. **Develop a system to document all of the components of the dome and prepare a drawing showing the labeling system. Each component should be labelled from both the top and the bottom.**
 - d. **Physically label the components in the field with a secure marking system that will remain in place through disassembly, storage, and reassembly.**
 - e. **Photograph the entire dome after marking but before disassembly as a record of the full assembly.**
 - f. **We strongly recommend that SGR be retained to perform steps c. through e.**

- g. **Carefully loosen and remove the retainer moldings from the mullions and muntins.** As discussed, based on years of experience, SGR assumes that many of these retainer moldings will break during removal. It may be best to plan on their eventual replacement during reassembly to speed along the disassembly process. TCC should be able to remove the retainer moldings.
 - h. **As a critical part of the process, we again strongly recommend that SGR be charged with the glass removal, handling, protection, transportation, and storage to assure accountability and integrity throughout the process.**
 - i. **With the glass safely cataloged and removed, TCC can disassemble and remove the dome structure or mullions and muntins.**
 - j. **The first step might be to disassemble top hub from above and below.**
 - i. It appears that the decorative cast plaster finial at the top of the hub may have been cast over the exposed steel pipe.
 - ii. **A latex mold might be made of the remaining fixed portion of plaster so that it can be recreated should it break apart during removal.**
 - k. **Based on our observations, it is plausible that, once all of the glass stops have been removed, the mullions might be separable at the visible joint between each one-eighth piece of the octagon.**
 - i. **Our hope is that fasteners may become visible once the stops are removed.**
 - ii. **Or, perhaps with gentle pressure and/or prying, the mullions may separate enough to cut any pins that may exist between the mullion plies.**
 - iii. **If this is the case, each section might be lifted out from the top.**
 - iv. **Alternately, the lower portion of the surrounding third floor wall construction may need to be removed at one or two dome sections to facilitate the overall removal process.**
 - v. **A worst case scenario would be to separate the horizontal muntins from one side of each mullion in order to separate the overall structure into eight sub-sections.**
 - vi. **It should not be necessary to completely disassemble the entire dome structure into all of its individual pieces.**
- 13. At a minimum, photos should be taken at each stage of the disassembly process as an important aid to reassembly.**
- 14. Reassembly should be the reverse of the disassembly process. If at all possible, the same craftsmen who disassemble the dome should be retained to reassemble it.**

End of Observations

We remain available to offer any clarification or additional information. SGR is a logical first contact as questions or problems arise.

Respectfully,



Jeffrey Bak, PE (NY, MA, CT, VT)
SPRING LINE DESIGN
Architecture + Engineering, LLP



PHOTO A

Interior view of existing stained glass laylight.



PHOTO B

View of lower bearing connection where wood mullion meets steel angle on masonry support.



PHOTO C

View from top of laylight at hub connection of primary mullions and secondary muntins.



PHOTO D

View from top side of laylight. Existing saw-kerfed retainer bars holding stained glass in place are visible.

73 STATE STREET DOME SALVAGE

Appendix A

STAINED GLASS RESOURCES, INC.

Fred Shea Bio

06-01-15

Fred Shea is owner and president of Stained Glass Resources, Inc., one of the largest stained glass studios on the East Coast specializing in restoration. Mr. Shea earned his BA from Assumption College in Worcester, MA. He started Stained Glass Resources (under the original name of Our Glass) in 1976 in Springfield.

Mr. Shea was an early pioneer in restoration by complete releading for 100 year old stained glass windows in the New England area. He has also set the standards for studio layout of a production facility with one of the most comprehensive health and safety programs in the industry.

Stained Glass Resources, Inc. has restored thousands of historic stained glass windows, many of them Tiffany originals. Mr. Shea has authored a book on stained glass restoration, been the subject of articles in *Stained Glass* magazine, lectured extensively in the New England area, and hosted literally hundreds of tours of his state-of-the-art studio in Hampden, Massachusetts. He has also presented workshops and seminars on the techniques of stained glass restoration for architects and specifiers in New England. He is a dedicated supporter of the Stained Glass Association of America, of which his wife, Susan Shea, is currently the President.

Choosing a Qualified Restoration Studio



The first step in preparing for a stained glass window restoration project is to contact studios who do restoration work. Most people refer to the local yellow pages and look up the names of a few studios, or contact another church in the area that has had work done recently. Or, they have names of stained glass companies on file who have sent information and literature about their companies. This provides the church with a few contacts to follow up.

The next step, which is often ignored, should be that of establishing the credibility of the studios. In many cases, studios that are contacted will, after extensive questioning, show themselves to fall into the category of "and we also do restoration". There are many studios who are infamous "Jacks of all Trades and Masters of None". These include the retail shops that **specialize in giving classes and selling supplies** to students as well as doing **residential commission work, and who "also do church work"**. Suffice to say, it is **best to seek out someone who specializes in the field of restoration of stained glass in religious facilities and has extensive experience and references in that area.**

To assure that you are choosing a qualified stained glass restoration studio, it is important that you visit the potential studios, and if possible, some of their current job sites, to observe work in progress. This will enable you to view the quality of the studio's work, employees, and facility, and with regard to sitework, the quality of their equipment. Also, visiting the studios will allow you to see first hand, the method of restoration that will be performed on your windows. The amount of education that this provides can be the determining factor in making the "right decision".

All too often, we have seen both large and small companies that have no studio facilities whatsoever, pass themselves off as fully qualified restorers of stained glass. These companies provide the client with on-site "out of the back of a truck" repairs, and an excessively priced protective overglaze job. This is what they consider to be restoration work. Unfortunately, and sad as it may seem, this is often the norm rather than the exception.

The following are some basic questions that you should ask in order to help you qualify the studios that are being considered.

- ✓ How many years have you been in business?
- ✓ How many years have you specialized in restoration?
- ✓ How large is your studio?
- ✓ How many employees do you have?
- ✓ Will all the work be performed by you at your facility or will there be subcontracting?
- ✓ How many years experience do your employees have in performing this type of work?
- ✓ What is their background?
- ✓ What sort of equipment do you use on site to perform this work?
- ✓ Who is your insurance company? What are your insurance coverage limits? Does your insurance provide specifically for the property of others while in the contractor's care and custody (Bailee's Form)? **(Be sure to get a current certificate of insurance proving that the contractor is properly insured).**
- ✓ What is your method of restoration? **NOTE:** This means that you are requesting from them a step-by-step explanation of their restoration process from the moment of removal through reinstallation. This is necessary in order to make an "apples to apples" comparison of bids. Any company of note and worth will most certainly have a written description of their specifications for restoration of stained glass windows.
- ✓ Obtain a list of references. Two or three references are not sufficient. If a studio is to prove its level of experience and success in such a specific field of art restoration, they should provide extensive references spanning at least the last five years of business.

SUMMARY: The best way to qualify stained glass restoration studios is to visit the studios, and their job sites to see work in progress.

How Can We Afford Restoration?



There are several creative ways to finance a stained glass window restoration project. The most common thing to do, if you cannot afford to fund the entire project at one time, is to break up the project into specific groups, in order of need, so that the windows in the worst condition are attended to first. Each year, a new group of windows is restored, and within a few years, the rereading project is complete.

1. Some churches have funded their restoration projects by means of rededication of the windows. A person, family, or group of people decide to make a donation to restore a window in memory of a loved one. In certain cases this could be a descendant of the original donor. Through this rededication process, the restoration of the windows is funded, and over a period of time, all of the stained glass windows are restored. In some cases, a plaque with an inscription such as "Restored in memory of..." will be made up and placed on the window sill or somewhere near the window.
2. Frequently, the window restoration process is dealt with as a necessary maintenance process and is entered as a line in the budget with a certain amount of money allocated to it each year.
3. One novel method that we have seen is that of several families adopting a window. This process involves anywhere from two to ten families contributing small amounts of money which total the amount needed to restore one window. This process goes on and on over a period of several years, until all the windows have been restored.
4. Occasionally, we'll encounter a church that has stagnant Memorial Fund money that is not currently being used to fund a specific project. Sometimes these monies are used to pay for the restoration of a window.
5. Finally, there is always the approach of passing the hat. In some instances, it involves an additional collection (bi-weekly or monthly) to the benefit of the window restoration fund. Collecting loose change in large containers in the entryway of the church is another idea. The progress of these collections can be monitored on an easel with a thermometer or picture of a stained glass window that gradually gets colored in as the amount of money raised increases.

SUMMARY: There always seems to be a way to raise the money to restore your windows properly, if the interest and concern is there. The most successful way of raising the level of people's concern and understanding is by having everyone hear, first hand, the reasons and the need for restoring the stained glass windows. This can be accomplished by conducting a general meeting of the whole congregation prior to or after a service, or at a special meetings. In cases where such meetings have been conducted, the level of enthusiasm and fund raising is greatly increased.



Flat support bars (above) or tie wires for round bars (right) are soldered to the window panel.

Stained Glass Resources, Inc.

DESIGN • FABRICATION • RESTORATION • CONSULTATION

GENERAL SPECIFICATIONS FOR RESTORATION BY RELEADING©

These are the minimum specifications that apply to all restoration by releading projects. Many projects require additional specifications in the form of an addendum to suit their unique qualities and conditions.

I. SURVEY, FINDINGS, AND SCHEDULING

A survey of each window is conducted, and "working photos" are taken for the use of the site foreman in preparation for scheduling and determining equipment requirements. An approximate timetable is drawn up based on real calendar time noting removal and delivery dates for the purpose of coordinating schedules at the client's facility.

II. PHOTO-HISTORICAL DATA

Detailed photographs will be taken to insure exact reproduction during the restoration process. Prints of these photographs can be made for historical records of the church. A set will be kept on file at our company to assist replication in the event of total loss through disaster or fire, etc.

III. WINDOW REMOVAL

The original retaining system, whether it be wood, metal, or putty is carefully removed. The support bars are then removed, any tacks or fasteners are removed from the outside border lead, and the window is gently dislodged from its bedding. The window opening is cleaned of all bedding and foreign material in order to expose the frame completely. Finally, exacting window opening measurements and templates are taken.

IV. COVERING THE WINDOW OPENING

After removal of the windows, the opening is covered. If there is existing protective glazing, it may be covered with light brown opaque craft paper to lessen the intrusion of sunlight. If there is no existing protective glazing, then the opening is covered using 1/4" thick mahogany luan. The luan is installed into the same location from which the stained glass was removed, held in place with wood retainers, and caulked to insure that there will be no water leakage.

V. TRANSPORT OF WINDOWS

The windows are transported in our trucks. The interior of these vehicles has been specially designed for maximum job site efficiency and optimal safe transport of the windows. In addition, sheets of closed cell plastic foam are utilized as packing material. Our insurance covers goods in our care and custody during transport.

VI. RECEIVING PROCEDURES

In the studio, each window is individually inspected on a vertical light table for the purpose of making notations and decisions with regard to glass repair and replacement, as well as lead size and profiles. After this evaluation, the windows are carefully stored according to labeling / numbering in the order in which they are to be restored.

VII. RUBBINGS

A rubbing is taken of each window to create a paper pattern (cartoon) which will be used when the window is releaded. The rubbing duplicates the lead-line patterns exactly and insures that the window will be rebuilt as per the original.

VIII. CLEANING

All non-paint-sensitive windows are cleaned by immersion in warm water and mild detergent. This removes all residues of dust, soot, etc. The window is then removed from the solution and flushed with water to remove any residue.

IX. DISASSEMBLY PROCESS

The disassembly process involves the use of a lead snip. This tool is used to clip the lead in different areas especially at the solder joints, thus allowing the worker to pull the lead away from the glass and gently wiggle the glass out of its position in the lead channel. The glass is put on a labeled work board and stored horizontally until ready for releading.



X. REPLACEMENT OF BROKEN GLASS

A multitude of opinions and methods exist on dealing with broken glass. The following represents our basic approach when dealing with *non-historic* projects. With regard to broken "colored" glass, if a matching color is available, a new piece is cut to replace the original. If a matching color is not available, the glass is edge foiled or edge glued. With regard to broken "painted" or "stained" pieces, if the break is clean and single, edge foiling or edge gluing is used. If the piece has a multitude of cracks and breaks, then reproduction and replacement is recommended.

XI. RELEADING

The window is then reassembled with completely new lead, using the same size and profile lead came as was in the original window. If in previous evaluation of the window it was determined that the size of lead originally used was inadequate and contributed to its deterioration, it is recommended that a more substantial profile lead be used. After the window has been releaded and sized, it is soldered on both sides, using a 60/40 tin/lead alloy solder. The window is then cleaned to remove all flux residue.

XII. CEMENTING PROCESS

Cementing is the process by which a grout-like material is inserted under the lip of the lead to take up the space between the glass and the lead. Our cementing process involves treating both sides of the leaded glass panel in this way for maximum penetration.

XIII. WIRE TIE INSTALLATION

Wire ties are an integral part of the vertical support system of the window. The wire we use is 14 gauge tin-plated copper. This is superior to the traditional 18 gauge bare copper, which oxidizes, erodes, and becomes brittle in a much shorter period of time. The wire tie is fastened by embedding it into a molten solder joint.

XIV. FINAL CLEANING AND INSPECTION

Every window undergoes a final cleaning and inspection process on the vertical light table, and is then packed and stored for transport.

XV. STRUCTURAL SUPPORT SYSTEM

Any support bars or T-bars that are bent, damaged or of insufficient gauge are replaced. They are cleaned to remove corrosion and are painted with a rust-inhibiting paint. This insures the strength and integrity of the original support system.

XVI. REINSTALLATION

Reinstallation is accomplished in much the same fashion as was the original installation. If the windows are in metal frames, they are reinstalled as per original. If they are in wood frames, they are reinstalled with their original wood retaining molding or original-type tacks and sash putty. Any improvements that can be made on the original installation will be brought to the client's attention and implemented if they wish. After installation, the windows undergo a final "in situ" cleaning and inspection.

XVII. INSURANCE

We are fully insured. A Certificate of Insurance can be issued upon request. Our base insurance policy for liability is in the sum of \$2,000,000 and can be increased if the client wishes. Our Workman's Compensation insurance is per Massachusetts and Pennsylvania State Laws. We do carry Bailee's Form Insurance coverage. This insurance provides specifically for the client's property in our care and custody. The limits of this policy may be increased at the client's request. Additional premium charges resulting from policy adjustments will be billed to the client.

XVIII. GUARANTEE

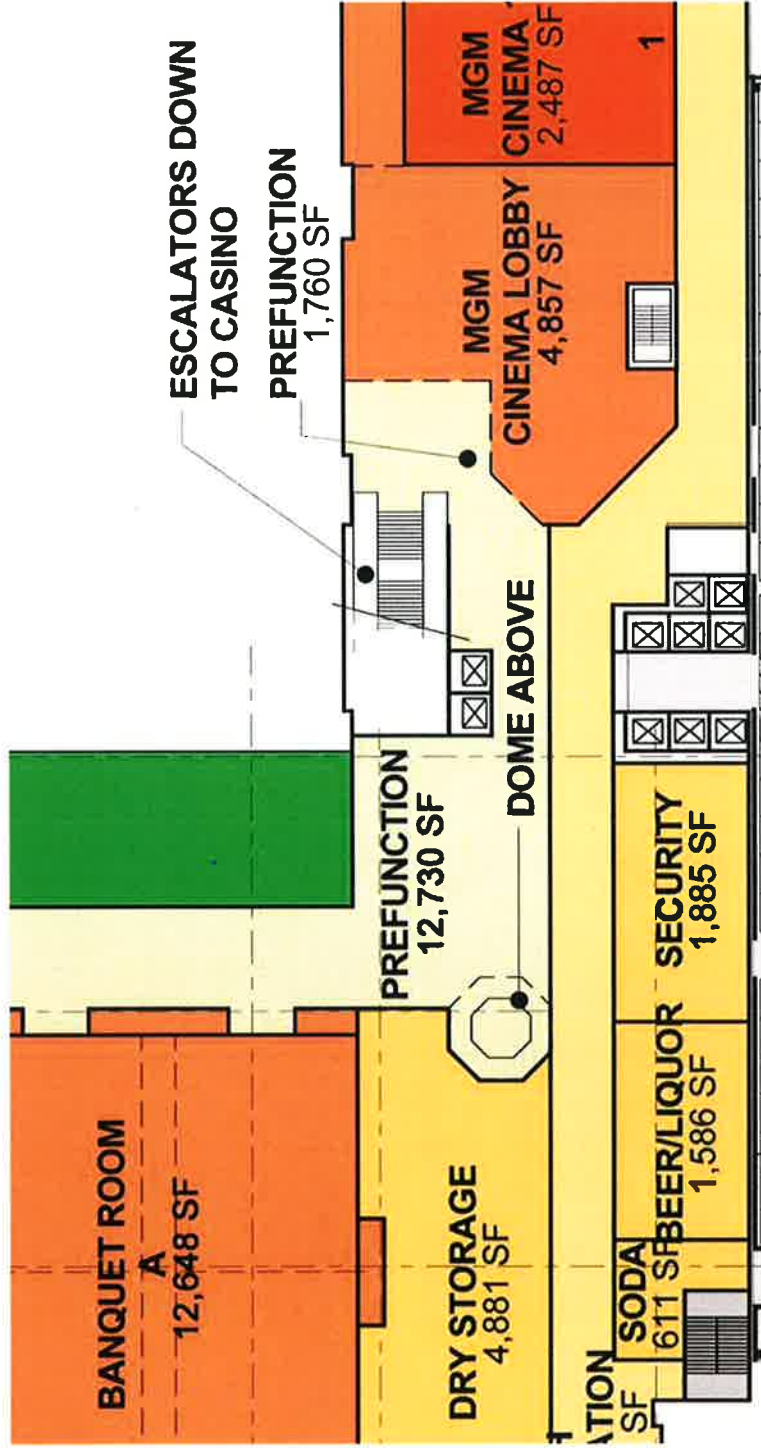
All work is guaranteed against defects in material and workmanship for a period of twenty (20) years from the date of completion.



73 STATE STREET DOME SALVAGE

Appendix A







VIEW OF DOME FROM BANQUET

MGM  SPRINGFIELD

ATTACHMENT B

**MGM SPRINGFIELD
UNION HOUSE/CHANDLER HOTEL FAÇADE RETENTION PLAN
October 15, 2015**



METAL ROOF
SIMULATED METAL
PANELS AND TRIM

SIMULATED STONE ARTICULATION/TRIM
VISION GLASS WINDOWS WITH
ALUMINUM MULLIONS
AWNING

SIMULATED STONE ARTICULATION/TRIM
GLASS WINDOWS WITH
ALUMINUM MULLIONS
SIMULATED BRICK MASONRY

SIMULATED STONE ARTICULATION/TRIM
GLASS WINDOWS WITH
ALUMINUM MULLIONS
SIMULATED BRICK MASONRY

SIMULATED STONE ARTICULATION/TRIM
GLASS WINDOWS WITH
ALUMINUM MULLIONS
SIMULATED BRICK MASONRY

SIMULATED STONE ARTICULATION/TRIM
GLASS WINDOWS WITH
ALUMINUM MULLIONS
SIMULATED BRICK MASONRY

SIMULATED STONE ARTICULATION/TRIM
GLASS WINDOWS WITH
ALUMINUM MULLIONS
SIMULATED BRICK MASONRY

SIMULATED STONE ARTICULATION/TRIM
GLASS WINDOWS WITH
ALUMINUM MULLIONS
SIMULATED BRICK MASONRY

SALVAGED CORNICE
NEW WINDOWS TO RECREATE
THE LOOK OF THE ORIGINAL
SALVAGED MASONRY FACADE

CURTAINWALL GLAZING SYSTEM

PAINTED FIBER
GLASS MULLION
TRIM AND
PANELS

ALUMINUM STOREFRONT
ENTRY DOORS
GLASS ENTRY DOORS

ALUMINUM STOREFRONT
ENTRY DOORS
GLASS ENTRY DOORS

ALUMINUM STOREFRONT
ENTRY DOORS
GLASS ENTRY DOORS

ALUMINUM STOREFRONT
ENTRY DOORS
GLASS ENTRY DOORS

ALUMINUM STOREFRONT
ENTRY DOORS
GLASS ENTRY DOORS

SIGNAGE
CANOPY/
AWNING

ENLARGED MAIN STREET ELEVATION (PART 1)
1/8" = 1'-0"

VISION GLASS WINDOWS
WITH ALUM MULLIONS
(TYP)
SCORED COLORED
PLASTER - TYPE FINISH
SPANDREL GLASS WINDOWE
WITH ALUM MULLIONS



ALUMINUM STOREFRONT
ENTRY DOORS
GLASS ENTRY DOORS

ALUMINUM STOREFRONT
ENTRY DOORS
GLASS ENTRY DOORS

ALUMINUM STOREFRONT
ENTRY DOORS
GLASS ENTRY DOORS

ALUMINUM STOREFRONT
ENTRY DOORS
GLASS ENTRY DOORS

ALUMINUM STOREFRONT
ENTRY DOORS
GLASS ENTRY DOORS

ALUMINUM STOREFRONT
ENTRY DOORS
GLASS ENTRY DOORS

SIMULATED MASONRY
ARTICULATION/TRIM
SIMULATED BRICK
MASONRY

EXISTING FACADE TO REMAIN

SIMULATED STONE
SIMULATED STONE ARTICULATION/TRIM

VISION GLASS WINDOWS
WITH ALUM MULLIONS
(TYP)
SCORED COLORED
PLASTER - TYPE FINISH
SPANDREL GLASS WINDOWE
WITH ALUM MULLIONS

STOREFRONT ENTRY
OPFC COLUMN

GLASS STOREFRONT WITH
ALUM MULLIONS
AWNING
CAST STONE BASE

GLASS STOREFRONT WITH
ALUM MULLIONS
AWNING
STOREFRONT ENTRY DOORS

SIMULATED STONE
PAINTED METAL EXIT DOORS

ENLARGED MAIN STREET ELEVATION (PART 2)

MGM SPRINGFIELD ENLARGED MAIN STREET ELEVATIONS

October 15, 2015

ATTACHMENT C

**MGM SPRINGFIELD
BUILDINGS AND INTERIORS CONSOLIDATED SALVAGE PROGRAM
JULY 18, 2015**

MGM SPRINGFIELD

Building and Interiors Consolidated Salvage Program

Report Prepared:
July 18, 2015



MGM Springfield
Consolidated Salvage Inventory
As of July 2015

Ref	Building Address	Name	Historic Reference	Page #	Tag #	Qty	Item	Condition	Location	Comments	Salvage Status
1	73 State Street	United Electric Co	SPR 117	4, 5, 9	73-A	10	Wood Doors	Good	Select floors	Various configurations. Solid, glazed, multi-line.	Most doors are faux wood and made of metal. 9 Faux doors have also been salvaged
2	73 State Street	United Electric Co	SPR 117	4, 5	73-B	2	Wood Fireplace Surrounds	Good	Grd fl front offices		Complete Removed stained glass sections by Stained Glass Resources Inc and transported to their studio for storage in Hamden, MA. Wooden frame salvage
3	73 State Street	United Electric Co	SPR 117	6	73-C	1	Stain glass dome	Fair	3rd floor lobby	Include entire wood frame, dome, glass	
4	73 State Street	United Electric Co	SPR 117	7, 8	73-D	8	Cast Iron Railing Sections	Good	2nd floor lobby	Include all parts to complete octagon railing assembly	Complete
5	73 State Street	United Electric Co	SPR 117	7, 9, 13	73-E	4	Marble wall panels	Good	Grd Lobby	wainscot high panels at octagon columns	Work can continue when abatement is complete
6	73 State Street	United Electric Co	SPR 117	12, 13	73-F	10	Lighting fixtures	Fair	All floors	Various styles	Complete
7	73 State Street	United Electric Co	SPR 117	10	73-G	4	Marble wall panels	Good	Grd fl Stairwell	wainscot high panels at stair well leading to basement	
8	73 State Street	United Electric Co	SPR 117	11	73-H	1 lot	Cast Iron Railings	Good	Stair Well (3 floors) Sample from stair	Stair Railings	
9	73 State Street	United Electric Co	SPR 117	10, 11	74-1	1	Marble Stair Tread	Good	well		Complete
10	1132-1142 Main Street	Union House	SPR 128	14, 15, 16, 17, 18, 19,	1132-A	1	Oval Window	Fair	Grd fl Stair well	Sample of interior wood window surround for reference in future work	Complete
11	1132-1142 Main Street	Union House	SPR 128	20	1132-B	16	Wood interior window surround	Poor	3rd floor	Sample of window for reference in future work	Remaining window salvage underway
12	1132-1142 Main Street	Union House	SPR 128	14	1132-C	1	6 over 6 window sash set	Fair	3rd floor north	Sample of window lintel for reference in future work	Complete
13	1132-1142 Main Street	Union House	SPR 128	14	1132-D	1	Pedimented stone window lintel	fair	2nd floor	reference in future work	Lintel to be removed during demolition
14	1132-1142 Main Street	Union House	SPR 128	21	1132-E	1	Facade	Fair	Bliss Street	Masonry facade and cornice, including 6 ft of Bliss street facade	Facade to stay if feasible due to safety concerns. If portions are structurally unstable, existing brick will be used to rebuild in place facade.
15	1132-1142 Main Street	Union House	SPR 128	21	1132-F	1	Facade	Fair	Bliss Street	500 SF of Bliss facade for reused/repairs for restoration on	Quantity TBD during Church Relocation
16	33-37 Bliss Street	Church	SPR 130	22	33-A	TBD	Pews	fair	main floor	Salvage basement level brick to reface new foundation - quantity TBD	
17	33-37 Bliss Street	Church	SPR 130	23	33-B	TBD	Brick	Good	Basement	TBD	
18	59 Howard Street	School	SPR 203	24, 25	12-A	4	Childrens Chairs	Fair	Basement		Complete
19	59 Howard Street	School	SPR 203	24, 25	12-B	4	Duplex folding chairs	Poor	Basement		Complete
20	59 Howard Street	School	SPR 203	24, 25	12-C	25	6 Panel Wood Doors	Fair	All floors		Complete
21	29 Howard Street	Armory	SPR 204	26, 27	29-A	2	Vending machines	Fair	1st floor		Complete
22	29 Howard Street	Armory	SPR 204	26, 27	29-B	37	Sports awards	Fair	1st floor		Complete
23	29 Howard Street	Armory	SPR 204	26, 27	29-C	5	Art pictures	Fair	1st floor		Complete
24	29 Howard Street	Armory	SPR 204	27	29-D	12	Plaques	Fair	1st floor		Complete
25	29 Howard Street	Armory	SPR 204	26	29-E	1	Monumental fireplace	Good	1st floor		Fireplace to remain with building
26	82 Howard Street	Rectory	NA	28, 29	82-A	17	Wood Doors	Fair	All floors		Complete
27	82 Howard Street	Rectory	NA	28, 29	82-B	15	Door hardware	Fair	All floors		Complete
28	82 Howard Street	Rectory	NA	28, 29	82-C	1	Monument stone	Good	Yard		Complete
29	22-30 Howard Street	YWCA	SPR 131	30	22-A	40	Ornamental Terraotta Vertical Tiles	Good	Exterior Facade at Bldg. corners	Salvage for reuse and/or templating for new facade	To the extent possible, owner will reuse salvage material in new facade
30	22-30 Howard Street	YWCA	SPR 131	30	22-B	40	Ornamental Terraotta Horizontal Tiles	Good	Exterior Facade at Bldg. corners	Salvage for reuse and/or templating for new facade	To the extent possible, owner will reuse salvage material in new facade

Ref	Building Address	Name	Historic Reference	Page #	Tag #	Qty	Item	Condition	Location	Comments	Salvage Status
31	22-30 Howard Street	YWCA	SPR-131	31	22-C	5' section	Ornamental Terracotta Cornice Tiles	Good	Exterior Façade at Roof Line	Salvage to be used for templating for new façade	To the extent possible, owner will reuse
32	22-30 Howard Street	YWCA	SPR-131	31	22-D	12	Ornamental Terracotta Window surrounds	Good	Exterior Façade	Salvage for reuse and/or templating for new façade	salvage material in new façade
33	22-30 Howard Street	YWCA	SPR-131	32	22-E	20	Ornamental Terracotta Window Header Accent	Good	Ground Level	Salvage for reuse and/or templating for new façade	To the extent possible, owner will reuse
34	22-30 Howard Street	YWCA	SPR-131	32	22-F	15	Ornamental Terracotta Horizontal Band Tile	Good	Exterior Façade 3rd floor	Salvage for reuse and/or templating for new façade	salvage material in new façade
35	22-30 Howard Street	YWCA	SPR-131	33	22-G	15	Ornamental Terracotta Horizontal Band Tile	Good	Exterior Façade 3rd floor Band	Salvage for reuse and/or templating for new façade	To the extent possible, owner will reuse
36	22-30 Howard Street	YWCA	SPR-131	33	22-H	15	Ornamental Terracotta Horizontal Tiles	Good	Portico's corner support	Salvage for reuse and/or templating for new façade	salvage material in new façade
37	22-30 Howard Street	YWCA	SPR-131	33	22-I	10	Ornamental Terracotta Arch Supports	Good	Exterior Façade	Salvage for reuse and/or templating for new façade	To the extent possible, owner will reuse
38	22-30 Howard Street	YWCA	SPR-131	33	22-J	6	Ornamental Terracotta Window Header Accent	Good	Portico's corner	Salvage for reuse and/or templating for new façade	salvage material in new façade
39	22-30 Howard Street	YWCA	SPR-131	33	22-K	6	Ornamental Terracotta Columns	Fair	Portico's Entry Door	Salvage for reuse and/or templating for new façade	salvage material in new façade
40	22-30 Howard Street	YWCA	SPR-131	33	22-L	15	Ornamental Terracotta Sign band	Good	Exterior Façade	Salvage for reuse and/or templating for new façade	salvage material in new façade
41	22-30 Howard Street	YWCA	SPR-131	31	22-M	15	Ornamental Terracotta window sills	Good	Portico	Salvage for reuse and/or templating for new façade	To the extent possible, owner will reuse
42	22-30 Howard Street	YWCA	SPR-131	33, 34	22-N	10	Ornamental Terracotta elaborate window header	Good	Exterior Façade	Salvage for reuse and/or templating for new façade	salvage material in new façade
43	22-30 Howard Street	YWCA	SPR-131	34	22-O	4	Ornamental Terracotta Ornaments/Pilaques	Good	Exterior Façade	Salvage for reuse and/or templating for new façade	To the extent possible, owner will reuse
44	22-30 Howard Street	YWCA	SPR-131	34	22-P	4	Ornamental Terracotta Ornaments/Pilaques	Good	Exterior Façade	Salvage for reuse and/or templating for new façade	salvage material in new façade
45	22-30 Howard Street	YWCA	SPR-131	35	22-Q	5	Ornamental Terracotta Ornaments/Pilaques	Good	Exterior Façade	Salvage for reuse and/or templating for new façade	To the extent possible, owner will reuse
46	79 State Street	Office Building	NA	36	79-A	1	Exterior Marble Panel (20 SF)	Good	Main floor	Salvage 50 SF existing brick masonry	
47	95 State Street	Office Building	NA	37	95-A	1	Exterior Wooden Pub Sign	Fair	Front Façade		
48	101 State Street (1200 Main St)	Mass Mutual Building	SPR-118	N/A	N/A	N/A	No applicable salvage- Building to remain	N/A			
49	1156-1176 Main Street	Edisonia Theatre bldg.	SPR-122	38	1156-A	1	Exterior Tile Sample	Fair	Front Façade	Salvage Terracotta Tile Sample	
50	1090-1104 Main Street	Retail building	NA	N/A	N/A	N/A	No applicable salvage	N/A			
51	1028 Main Street	Retail Building (Dave's)	NA	N/A	N/A	N/A	No applicable salvage	N/A			
52	11 Bliss Street	VFW building	NA	N/A	N/A	N/A	No applicable salvage	N/A			
53	16 Bliss Street	Parking Garage	NA	N/A	N/A	N/A	No applicable salvage	N/A			
54	19 Bliss Street	WCA Building	SPR-179	N/A	N/A	N/A	No applicable salvage	N/A			
55	70 Union Street	Car Wash	NA	N/A	N/A	N/A	No applicable salvage	N/A			
56	1357 East Columbus Ave	Car Repair Shop	NA	N/A	N/A	N/A	No applicable salvage	N/A			

73 State Street (United Electric Co)



73-A



73-A



73-B



73-A

Existing Interior Doors & Fireplace Surrounds

73 State Street (United Electric Co)



73-A



73-A



73-A



73-B

Salvaged Interior Doors and Fireplace Surrounds in Storage



73-C



73-C

Existing Interior Dome



73-E



73-D
Iron Cast Railings & Marble Finishes

73 State Street (United Electric Co)



73-D



73-D



73-D



73-D

Salvaged Cast Iron Railing Sections in Storage



73-E



73-A

Lobby Stone Panels and Architectural Trim Details



73-G, 73-I



73-G, 73-I

Lobby/Basement Stone Panels & Stair Treads



73-H, 73-I



73-H



73-H, 73-I



73-H

Stair Railings & Treads



73-F



73-F



73-F

Existing Interior Light Fixture

73 State Street (United Electric Co)



73-E



73-F

Salvaged Marble Panels and Light Fixtures in Storage



1132-D



1132-C



1132-B



1132-A

Interior/Exterior Trims

1132-1142 Main Street (Union House)



1132-A



1132-B

Oval Window and Wood interior Wood Surround Stored in Warehouse

1132-1142 Main Street (Union Street)



1132-B

Main Street Façade Windows Key Plan

1132-1142 Main Street (Union Street)



L3-M1



L3-M2



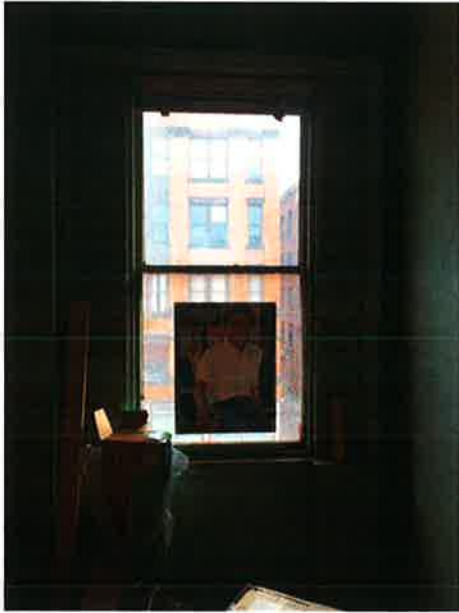
L3-M3



L3-M4

1132-B: Interior Trims

1132-1142 Main Street (Union Street)



L3-M5



L3-M6



L3-M7



L3-M8

1132-B: Interior Trims

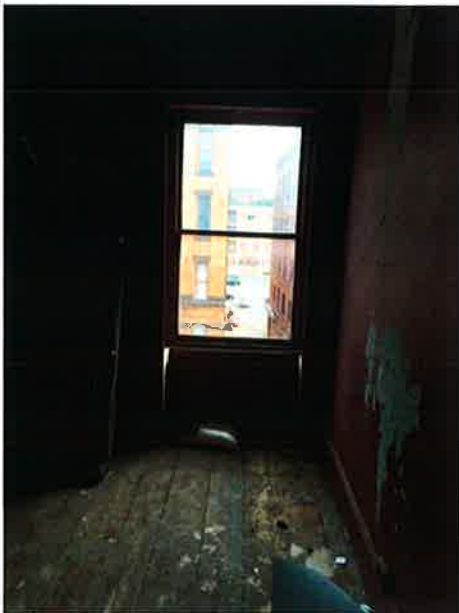
1132-1142 Main Street (Union Street)



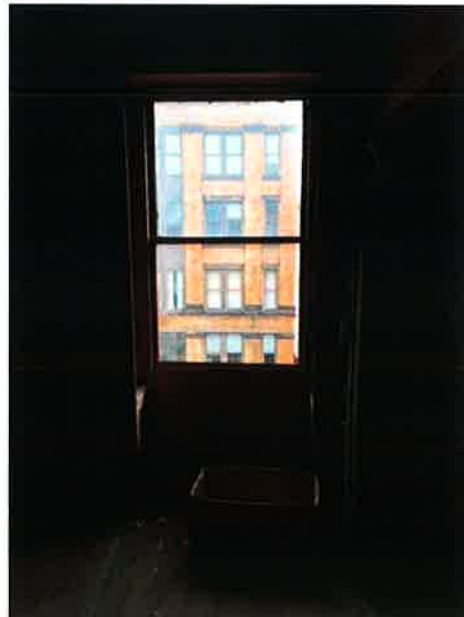
L4-M1



L4-M2



L4-M3



L4-M4

1132-B: Interior Trims

1132-1142 Main Street (Union Street)



L4-M5



L4-M6



L4-M7



L4-M8

1132-B: Interior Trims

1132-1142 Main Street (Union Street)

1132-E

portion of 1132-F



Exterior Conditions

33-37 Bliss Street (Church)



33-A

Interior Conditions



33-B



33-B

Exterior Conditions

59 Howard Street (School)



12-C



12-A



12-B

Interior Conditions

59 Howard Street (School)



12-A



12-B



12-C



12-C

Salvaged Chairs and Interior Doors in Storage

29 Howard Street (Armory)



29-A



29-E



29-C



29-B

Interior Conditions

29 Howard Street (Armory)



29-A



29-B



29-C



29-D

Salvaged Vending Machines, Sports Awards, Art/Pictures, and Plaques in Storage

82 Howard Street (Rectory)



82-A



82-B



82-A



82-C

Interior/Exterior Conditions

82 Howard Street (Rectory)



82-A



82-A



82-B



82-C

**Salvaged Interior Doors and Hardware and Monumental Stone
(Stored in Protective Plywood Box) in Storage**

22-30 Howard Street (YWCA)



22-A



22-A

Exterior Conditions



22-C



22-D

Exterior Conditions



22-E



22-F

Exterior Conditions



22-G, 22-H, 22-I, 22-J, 22-K, 22-L



22-N

Exterior Conditions



22-N



22-O, 22-P

Exterior Conditions



22-Q

Exterior Conditions

79 State Street (Office Building)



79-A



79-A

Exterior Conditions

95 State Street (Office Building)



95-A



95-A

Exterior Conditions

1156-1176 Main Street (Edisonia Theatre Bldg.)



1156-A



1156-A

Exterior Conditions

ATTACHMENT D

MHC PHOTOGRAPHIC DOCUMENTATION TECHNICAL REQUIREMENTS FOR DIGITAL IMAGES

General Requirements

In all cases, digital images must be submitted with the following elements:

- The original digital data file captured by the digital camera.
- A print of the image – see below for printer/ink/paper requirements.
- A photo submission form and photo log.

Digital Files

- The original, uncompressed digital file must accompany digital prints. That is, submit the digital file in the form originally captured by the digital camera—unedited and not manipulated in any way by image-processing software.
- If your camera takes Tiff format images, submit files in uncompressed Tiff format. If your camera only takes jpeg images, set the camera to its highest quality and submit the original file as described above.
- Minimum image dimensions: 1600x1200 pixels at 300 ppi or larger, 8-bit or larger color format.
- Take black and white images using the black and white setting of your digital camera. If your digital camera doesn't take black and white images—submit color images only. Black and white image files should be stored as RGB files, not as grayscale.
- Submit files on a labeled CD-R DVD. Do not use a CD-RW.
- Label CD-Rs with a Sharpie-type pen in the label area of the disk, not on the data side.
- Do not affix an adhesive label to the disk.
- Submit CDs in a plastic jewel case—not in a plastic sleeve or paper envelope.
- The file name for each electronic image saved on the CD-R must correspond with the photo log included in the documentation package and the information labeled on the back of each photograph, and it should also reference the state, county, and city or town in which the property is located. For example, the image files for the Samuel Harrison House in Pittsfield, Berkshire County, Massachusetts, would be saved as “MA_Pittsfield (Berkshire County)_Harrison1.tif,” “MA_Pittsfield (Berkshire County)_Harrison2.tif,” and so forth.
- Some image-processing software allows the editing of image file metadata; MHC strongly recommends that the following information be included in image file metadata: photographer name, copyright info, and a brief description of the image.

Digital Prints

- Prints must be 4x6 inches or larger.
- Prints may be black and white or color.
- If submitting black and white prints, the print must have been taken originally in black and white and *not* created by converting a color image to grayscale using an image processing software program (such as Photoshop).
- **Do not mount prints.**
- Label prints on the back with a soft pencil. Be sure to include the location, including county and city or town name.

- To ensure archival longevity, prints must be made using a photo-quality printer using appropriate brand name paper and inks. *Printers, paper, and ink must all be from the same manufacturer and must be from the approved list below.* For example, prints made on an Epson printer must be on Epson paper with Epson brand inks. The archival stability of third-party papers and inks cannot be guaranteed and is therefore unacceptable.

Paper and Ink Requirements

NOTE: Printers, paper and ink must all be from the same manufacturer. However, any model printer of the designated manufacturer that accepts the following papers and inks may be used.

	Inks	Paper
	Epson UltraChrome pigmented inks and Epson Ultra Chrome K3 pigmented inks	Epson Premium Glossy Paper
	Epson PictureMate inks	Epson PictureMate Photo Paper – Glossy Epson Ultra Premium Glossy Photo Paper Epson Premium Glossy Photo Paper
	Epson Claria Hi-Definition Inks	Epson Ultra Premium Glossy Photo Paper Epson Premium Glossy Photo Paper
	Hewlett-Packard (HP) 84/85 dye-based inkset	HP Premium Plus Photo and Proofing Gloss HP Premium Plus High Gloss Photo Paper HP Premium Photo Paper, Gloss HP Premium Photo Paper, Soft Gloss
	HP 59 gray photo cartridge	HP Premium Plus and HP Premium Photo Papers (high gloss, glossy)
	HP100 gray photo cartridge	HP Premium Plus and HP Premium Photo Papers (high gloss, glossy)
	HP Vivera inks (95 and 97 tri-color cartridges)	HP Premium Plus and HP Premium Photo Papers (high gloss, glossy)
	HP Vivera inks (95 and 97 tri-color cartridges)	HP Premium Plus and HP Premium Photo Papers (high gloss, glossy)
	HP Vivera Pigment inks (announced 2006)	HP Advanced Photo Paper (glossy)
	Lexmark Evercolor Photo Color #31 and Lexmark #33 and #35 Color Print Ink Cartridges	Lexmark Premium Photo Paper High Gloss
	Kodak No. 10 pigmented ink cartridges	Kodak Ultra Premium, High Gloss Kodak Premium Gloss

Massachusetts Historical Commission Photo Submission Form

Please submit one form for each group of digital images

About your digital files:

Camera Used (make, model): _____

Resolution of original image capture (camera setting including resolution and file format):

File name(s) (attach additional sheets if necessary) check here to refer to attached photo log:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

About your prints:

Printer make and model: _____

Paper: brand & type (i.e., Epson Premium Glossy Photo)

Ink: _____

Signature: (By signing below you agree that the information provided here is true and accurate.)

Signature: _____

Date: _____

Massachusetts Gaming Commission MGM Springfield Project Update

December 3, 2015



An MGM Resorts
Luxury Destination



MGM RESORTS
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